

Appointment of E-Commerce Aggregator to develop and manage a dedicated online marketplace, manage end-to-end logistics and customer service, for Canteen Stores Department (CSD)

Request for Proposal

Volume-2: Instruction to Bidders and Terms of the RFP

13 May 2024

Canteen Stores Department
Ministry of Defence
Government of India

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Abbreviations

Table 1 : Abbreviations

Abbreviation	Description
AES	Advanced Encryption Standard
AFD	Against Firm Demand
BFA	Bill Forwarding Advice
BOA	Board of Administration
CAB	Change Advisory Board
CERT-IN	Indian Computer Emergency Response Team
CFI	Consolidated Fund of India
CSD	Canteen Stores Department
DC	Data Centre
DR	Disaster Recovery
DSC	Digital Signature Certificate
FRS	Functional Requirement Specification
GST	Goods and Service Tax
GSTN	Goods and Service Tax Network
HO	Head Office
ID	Identity
IDS	Intrusion detection system
INR	Indian Rupee
IP	Intellectual Property
IPS	Intrusion prevention system
ISO	International Organization for Standardization
IT	Information Technology
MIS	Management information system
MoD	Ministry of Defense
NDA	Non-Disclosure Agreement
NIC	National Informatics Centre
OS	Operating System
OTP	One-time password
PMO	Project Management Office
PNC	Price Negotiation Committee
PO	Purchase Order
QMG	Quarter Master General
RFP	Request for Proposal
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RTW	Return to Warehouse
SKU	Stock keeping unit
SLA	Service Level Agreement
SMS	Short Message Service
SOP	Standard Operating Procedure
SoW	Scope of Work

Abbreviation	Description
SPoC	Single Point of Contact
SQL	Structured Query Language
SSL	Secure sockets layer
SSO	Single sign-on
STQC	Standardization Testing and Quality Certification
TIS	Tender Information Summary
TSL	Transport Layer Security
UAT	User Acceptance Testing
UPI	Unified Payment Gateway
URC	Unit Run Canteen
URL	Uniform resource locator

Invitation for Bids

Invitation of Bids for Appointment of E-Commerce Aggregator to develop and manage a dedicated online marketplace, manage end-to-end logistics and customer service, for Canteen Stores Department (CSD)

Request for Proposal (RFP) No XXXX Dated XXXX

1. The President of India, through the Head of Procurement of the Procurement entity, General Manager, Canteen Stores Department (hereinafter referred to as 'the Purchaser'), invites bids for entering into a contract for the **Appointment of E-Commerce Aggregator to develop and manage a dedicated online marketplace, manage end-to-end logistics and customer service, for Canteen Stores Department (CSD)**. 'Tender Information Summary' (TIS) in the subsequent section gives a salient summary of the tender information.
2. The Tender Document shall be published on the Defence eProcurement Portal (URL: <https://defproc.gov.in/>). It shall be available for download after the date and time of the start of availability till XXthXXXX 2024 by 0X:00 PM. Tender Document is free of cost. If the Purchaser happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended.
3. The details of the nodal person in charge of this RFP for sending bids or seeking clarifications are given below -

Queries to be addressed to: Manager (EDP), CSD HO

Postal address for sending the Bids: Canteen Stores Department Head Office, Adelphi Building, 119, Maharshi Karve Rd, New Marine Lines, Church gate, Mumbai, Maharashtra 400020

Telephone numbers of the contact personnel: 022-66382943

E-mail ids of contact personnel: mgredp@csdindia.gov.in

4. This Volume is divided into four parts as follows:
 - (a) **Part I** – Contains general information and instructions for the bidders about the RFP, such as the time, place of submission and opening of tenders, validity period of tenders, data room etc. (Refer Section 2)
 - (b) **Part II** – Contains Evaluation Criteria for the Bidders covering (Pre-Qualification, Technical Qualification and Commercial Evaluation Criteria) and Service Level Agreements. (Refer Section 3)
 - (c) **Part III** – Contains conditions applicable to the successful bidder. (Refer Section 4)
 - (d) **Part IV** – Contains Bid Formats (Pre-Qualification, Technical Qualification and Commercial Evaluation) (Refer Appendices)
5. This RFP is being issued with no financial commitment and the Canteen Stores Department reserves the right to change or vary any part thereof at any stage. Canteen Stores Department also reserves the right to withdraw the RFP, should it become necessary at any stage.

1. Tender Information Summary

Table 2 : Tender Information Summary

Item	Description
Name of the Purchaser	General Manager, Canteen Stores Department
Tender Inviting Authority	Canteen Stores Department
RFP Number	XXXXXX
Tender ID	XXXX
Job Requirement	Appointment of eCommerce Aggregator to develop and manage a dedicated online marketplace, manage end-to-end logistics and customer service, for the Canteen Stores Department (CSD)
Method of Selection	The method of selection is 'Lowest One' (L1*). *L1 -> To be selected from the pool of the Bidders which qualify Technical Qualification stage.
Tender Type	RFP - Open Tender
Tender Fee	NIL
Bid Security/Earnest Money Deposit (EMD)	NIL Bidder needs to provide Bid Security Declaration (Refer Appendix B.4)
Availability of RFP Documents	RFP Document shall be available on the Defence eProcurement Portal (URL: https://defproc.gov.in/) from XX st XXXX 2024 onwards
Last date for download of RFP	XX th XXXX 2024 by 0X:00 PM
Last date for Submission of Pre-Bid Queries	XX th XXXX 2024 by 0X:00 PM All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: "RFP for appointment of e-Commerce Aggregator Bid Queries _<Bidder's Name>". The queries should be submitted as per the format prescribed in Appendix A. The Pre-Bid queries to be sent to the following Email ID: mgrep@csdindia.gov.in
Pre-Bid Workshop & Conference Time, Date, & Venue	XX th XXXX 2024 at 0X:00 PM Adelphi Building, Maharshi Karve Rd, New Marine Lines, Church gate, Mumbai, Maharashtra 400020
Date of Publishing of Responses to pre-bid queries by Canteen Stores Department	XX th XXXX 2024 by 0X:00 PM Note: Purchaser shall not be obligated to respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Defence eProcurement Portal (URL: https://defproc.gov.in/) or may send the same through e-mail or any other means.
Last date and time for Bid/Proposal submission (on or before)	XX th XXXX 2024 by 0X:00 PM Proposals shall be uploaded in the format and mode as provided for in the Defence eProcurement Portal (URL: https://defproc.gov.in/) for this RFP and shall be digitally signed by the authorized signatory of the Bidder.

Item	Description
	Any proposal in physical form will not be accepted.
Submission of Integrity Pact, Bid Security declaration and Letter of Authorization (Physical hard copy submission)	<p>XXthXXXX 2024 by 0X:00 PM</p> <p>Bidders shall submit the original signed and stamped hard copy of the Integrity Pact, Letter of Authorization along with the Bid Security declaration in a sealed envelope titled "<i>Integrity Pact, Authorization Letter & Bid Security declaration</i>"- Appointment of E-Commerce Aggregator to create and manage a dedicated marketplace for Canteen Stores Department and manage end to end supply chain operations to the office of Canteen Stores Department located at Adelphi Building, Maharshi Karve Rd, New Marine Lines, Church gate, Mumbai, Maharashtra 400020. Integrity Pact shall be submitted in the proforma provided in Appendix B – B.2 of the RFP. Copy of Bid Security declaration and duly executed Integrity Pact also needs to be uploaded on e-procure portal under a separate cover as provided above.</p> <p>If the Integrity Pact and Bid Security declaration are not received by the prescribed date and time, the Bid submitted by the Bidder will be liable to be forthwith and summarily rejected.</p>
Pre-Qualification Bid Opening - Time, Date, & Venue	<p>XXthXXXX 2024 at 0X:00 PM</p> <p>Canteen Stores Department Head Office, Adelphi Building, 119, Maharshi Karve Rd, New Marine Lines, Church gate, Mumbai, Maharashtra 400020</p>
Technical Bid Opening - Time, Date, & Venue	<p>XXstXXXX 2024 at 0X:00 PM</p> <p>Canteen Stores Department Head Office, Adelphi Building, 119, Maharshi Karve Rd, New Marine Lines, Church gate, Mumbai, Maharashtra 400020</p>
Date for Technical Presentation by Bidders	Time to be intimated to individual bidders
Date & time for Opening of Commercial Bids	To be intimated later
Language of Bid Submission	Proposals should be submitted in English only
Bid Validity	Proposals must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only
Name and Address for Communication and seeking clarifications	<p>Manager (EDP), CSD HO</p> <p>Address: Canteen Stores Department Head Office, Adelphi Building, 119, Maharshi Karve Rd, New Marine Lines, Church gate, Mumbai, Maharashtra 400020</p> <p>Phone No.: 022-66382943</p> <p>Email ID: mgredp@csdindia.gov.in</p>

2. Instruction to Bidders

2.1. Eligible Bidders

1. Bids can be submitted by either of the following:
 - a. An e-commerce company (having e-Commerce platform) who also manages supply chain operations (including but not limited to warehousing, transportation, delivery and reverse logistics of the goods)
 - b. An e-commerce company (having e-Commerce platform) in consortium or joint venture with a company or companies which manages Logistics/Supply Chain Operations (including warehousing, transportation, delivery, reverse logistics etc.)
 - c. A third-party logistics company who also manages the e-commerce portal (including but not limited to e-Commerce portal development, maintenance, data processing, forecasting and customer service)
 - d. A third-party logistics company in consortium or joint venture with a company or companies which manages the e-commerce portal (including but not limited to e-Commerce portal development, maintenance, data processing, forecasting and customer service)
2. An e-commerce company may be defined as an organization which is reputed in the activities of e-Commerce Portal Development, Maintenance, Operations Management **and/or** also have experience of managing Supply Chain Operations (including warehousing, transportation, delivery, reverse logistics etc.) catering to large user base in India (as defined in the Qualification Criteria)
3. A Third-party logistics company may be defined as an organization whose major revenue is accrued from managing Supply Chain Operations (including warehousing, transportation, delivery, reverse logistics etc.)
4. In case of a Consortium at (b) and (d) above, the e-commerce company or third-party logistics company could be the "lead bidder". Only in the event the bid is submitted by a consortium of legally incorporated entities, will the terms and conditions related to consortium mentioned in the Pre-Qualification Criteria of the RFP be applicable.
5. In case any bidder has undergone corporate restructuring (including merger, demerger, hive off, slump sale etc.), it may showcase credentials of its erstwhile current entity provided sufficient documentary proof is submitted with the proposal to evince that such credentials have accrued to transferred to are in the name of the bidding entity and the bidding entity is authorized to use such credentials. Notwithstanding the foregoing, credentials of parent entity, holding entity, subsidiaries or affiliates etc. cannot be used (and shall not be considered) unless such parent entity, holding entity, subsidiaries or affiliates etc. is an integral part of the consortium and is itself bidding.
6. The "Lead Bidder" will be responsible for meeting all obligations of the consortium and the delivery of goods and services mentioned in all volumes of this RFP. The Lead Bidder shall also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid. Any change in the consortium during the bidding process will lead to disqualification of the Consortium.
7. The Lead Bidder will be responsible for:
 - a. Managing e-Commerce platform (Design, Development, maintenance, Operations Management etc.)
 - b. The management of Consortium Member who is also a part of the proposal and for the delivery of all products and services in accordance with the Agreement

- c. The delivery of all products defined under various categories within the prescribed timelines by the purchaser to the beneficiaries
8. Bids submitted by a consortium should comply with clauses related to Consortium in Pre-Qualification Criteria of this RFP and with the following requirements:
 - a. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members;
 - b. The Lead Bidder cannot be a Consortium Member with another bidder
 - c. A member of one Consortium cannot be a member of any other Consortium.
 - d. It is the responsibility of the Lead Bidder to ensure that the other Consortium Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified.
9. If, during the bidding process, the consortium as proposed in the bid is dissolved or the consortium members change, then the Bid is liable to be disqualified.

2.2. Proposal Preparation Costs

1. The Bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation and submission of proposal, in providing any additional information required by the purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

2.3. RFP Document Fee

1. Notice Inviting Tenders (NIT) and the relevant documents can be downloaded from the website free of cost (URL mentioned in the Tender Information Summary).

2.4. Bid Security

The Bidders shall submit bid security declaration as per format provided in appendix B.4

2.5. Integrity Pact

The Bidder is required to enter into an Integrity Pact with the Purchaser. For this, the Bidder shall submit the original signed and stamped Integrity Pact as part of an envelope titled “Integrity Pact, Authorization Letter & Bid Security Declaration” as per dates mentioned in the Tender Information Summary above, failing which, the Proposal submitted by the concerned Bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in Appendix B – B.2 of this Volume-2 of this RFP.

2.6. Pre-Bid Meeting and Clarifications

2.6.1. Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to CSD as per the submission mode and timelines mentioned in the Tender Information Summary. The pre-bid queries should be submitted in the format as mentioned in Appendix A of this Volume of the RFP, along with name and details of the Bidder submitting the queries. Any requests for clarifications received after the expiry of the date and time mentioned in the Tender Information Summary shall not be entertained by the Purchaser. Further, the Purchaser reserves the right to issue or not issue any responses/clarifications/corrigendum at its own discretion.

2.6.2. Responses to Pre-Bid Queries and Issue of Corrigendum

1. The Purchaser will organize a pre-Bid Conference as mentioned in the Tender Information Summary and may respond to any request for clarifications on, and/or modifications of this RFP. It may formally respond to the pre-Bid queries after the pre-Bid Conference as mentioned in the Tender Information Summary.
2. Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-Bid Conference. It may be noted here that only those organizations which have downloaded the RFP from Defence eProcurement Portal will be allowed to participate in the Pre-Bid Conference.
3. The Purchaser will endeavor to provide timely response to all the queries. However, the Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders. Any modifications of this RFP, which may be necessary as a result of the pre-Bid Conference or for any other reason, shall be made available by the Purchaser exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment of the RFP, the Bid submission date may be extended by the Purchaser in the sole discretion of the Purchaser.
4. All clarifications and any other corrigendum notification issued by the Purchaser subsequent to the issuance of this RFP, shall be mailed to only those organizations which have purchased the RFP, in the email ids specified by the organizations while purchasing the RFP. Any public notification will however be published in the Defence eProcurement Portal as mentioned in the Tender Information Summary.

2.7. Bid Validity Period

1. Bid shall remain valid for the time as mentioned in the Tender Information Summary.
2. CSD may request the Bidder(s) for an extension of the period of validity of the bid up to 90 more days. Bidders will be required to extend the validity of the bids for such 90 days period. Bidders will have the right to refuse to extend the validity of bids beyond the said 90 days period and to withdraw the bids. The request and the responses thereto shall be made in writing.

2.8. Submission of Bids

1. A three-staged bid system will be followed for this RFP with a 'Lowest One' (L1*) Selection criterion. The three bids are:
 - a. Pre-Qualification Bid along with Integrity Pact, Authorization Letter and Bid Security declaration
 - b. Technical Bid and
 - c. Commercial Bid

Note: *To be selected from the pool of the Bidders which qualify Pre-Qualification and Technical Qualification stage

2. This RFP process will be administered through the Defence eProcurement Portal (URL: <https://defproc.gov.in/>)
3. No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information—otherwise, the bid shall be rejected as nonresponsive.

4. Evaluation of the bids shall be carried out only for the bids received through the Defence eProcurement Portal on or before the deadline for the bid submission as notified in TIS.
5. Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time
6. Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded
7. The Purchaser is neither a party nor a principal in the relationship between Bidder and the organisation hosting the Defence eProcurement Portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.
8. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid is to be submitted in three covers as mentioned below:

Cover Number	Cover Name	Content
1	Pre- Qualification bid	<ul style="list-style-type: none"> • Pre-Qualification bid as per Appendix B along with the required supporting documents. • Scanned copy of the signed and stamped Integrity Pact, Letter of Authorization, Bid Security declaration (Original documents to be submitted to the Purchaser) to be submitted to Canteen Stores Department Head Office in Mumbai
2	Technical bid	<ul style="list-style-type: none"> • Technical Bid as per Appendix C
3	Commercial bid	<ul style="list-style-type: none"> • Commercial Bid as per Appendix D

9. The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/XLSX/RAR formats.
10. The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
11. All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

12. The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the “Tender Information Summary”. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. .
13. A Commercial Bid format has been provided in Appendix D.2 of this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Commercial Bids in the format provided and no other format will be acceptable.

2.8.1. Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

2.8.2. Withdrawal

1. The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening.
2. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Purchaser shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanor.

2.9. Bid Format

1. Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid binding on the Bidder and that is acceptable to the Purchaser. In any event, the Purchaser shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Purchaser.

2.9.1. Pre-Qualification Bid Format

Table 3 : Pre-Qualification Bid Format

Section No.	Section Heading	Details
Section 1	Pre-Qualification Bid Covering Letter	As per format provided in Appendix B – B.1
Section 2	Integrity Pact	Scanned Copy of the Integrity Pact. Details in Appendix B – B.2
Section 3	Authorization Letter/Power of Attorney	Scanned copy of the Authorization Letter. Details in Appendix B – B.3
Section 4	Bid Security declaration	Scanned copy of the Bid Security declaration. Details in Appendix B – B.4
Section 5	Consortium Agreement	As per format provided in Appendix B – B.5
Section 6	Profile of the Bidding Firms (To be submitted by all consortium members)	As per format provided in Appendix B – B.6
Section 7	Non-Blacklisting Declaration (To be submitted by all consortium members)	As per format provided in Appendix B – B.7

Section 8	No Deviation Certificate	As per format provided in Appendix B – B.8
Section 9	Total Responsibility Certificate	As per format provided in Appendix B – B.9
Section 10	Non – Disclosure Agreement (To be submitted by all consortium members)	As per format provided in Appendix B – B.10
Section 11	Compliance to Pre-Qualification Criteria	Pre-Qualification criteria as mentioned in Section 3.5 with response and reference against each criterion
Section 12	Power of Attorney in favour of lead bidder	Scanned copy of the Authorization Letter. Details in Appendix B – B.3

Note: The hardcopies Integrity Pact, Authorization Letter and Bid Security declaration documents will have to be sent to address within the time as mentioned in the Tender Information Summary.

2.9.2. Technical Bid Format

Table 4 : Technical Bid Format

Section #	Section Heading	Details
Section 1	Technical Bid Covering Letter	As per format provided in Appendix C – C.1
Section 2	Bidders Information	<p>Bidder's General Information as per format provided in Appendix C – C.2</p> <p>Business Information of the Bidder Appendix C – C.3</p> <p>Company Information of the Bidder Appendix C – C.8</p> <p>Details of geographical reach of network including details of branch and sub-branch offices state wise to handle distribution and redistribution in form of a map or a descriptive note</p>
Section 3	Bidder's Experience and Proposed CVs	<p>Curriculum Vitae (CV) as per format provided in Appendix C – C.4</p> <p>Citations as per format provided in Appendix C – C.5</p>
Section 4	Proposed Approach and Methodology	Approach and Methodology as per format provided in Appendix C – C.6
Section 5	Technological Capabilities	<p>(Reference Table – Technological Capabilities)</p> <p>Certificate by the signing authority certifying existence and functioning of the</p> <ul style="list-style-type: none"> • Search Engine Facility (including the filters which are cited for baseline criteria) • Order Tracking Facility (including the order tracking choices which are cited for baseline criteria) • Reports and Dashboards Generation Facility (including the dashboards and reports which are cited for baseline criteria)

		<ul style="list-style-type: none"> • Incident Tracking and Reporting Facility (including the features which are cited for baseline criteria) • Customer Feedback Mechanism (including the features which are cited for baseline criteria)
Section 6	Compliance to the Functional Requirements Specifications	As per Appendix – C.7

2.9.3. Commercial Bid

1. The Bidder must submit the Commercial Bid in the formats specified in Appendix - D of this RFP.
2. The Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total contract value covers all obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding documents in respect of providing the product services.
3. Prices quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
4. Commercial proposals that are less than 30% of the average bidding parameter value will be disqualified. The average bidding parameter value is computed by adding the total commercial bidding parameter values of all the qualified bidders and dividing the same by the number of bidders.

2.10. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.11. Authentication of Bids

The Authorised Signatory representing the Bidder shall digitally sign all Bid documents uploaded on Defence eProcurement Portal (URL: <https://defproc.gov.in/>) and submit a physically signed and stamped Integrity Pact, Letter of Authorisation, and the Bid Security declaration. The Bid should be accompanied by an authorization in the name of the signatory of the Bid. The authorization shall be in the form of a written power of attorney or a Board resolution in favour of the person submitting the Bid.

2.12. Amendment of Request for Proposal

At any time prior to the deadline for submission of the proposals, the Purchaser, for any reason, may modify the RFP by amendment and publish it as mentioned in the Tender Information Summary. Such amendments shall be binding on the Bidders.

2.13. Compliant Proposals Completeness of Response

1. The Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.

2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a. Include all documentation specified in this RFP
 - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - c. Comply with all requirements as set out in this RFP.
3. The Bids shall be submitted strictly in accordance with the requirements and terms & conditions of this RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Appendix B – B.8 of Volume-2 of the RFP. The Bids with deviation(s) are liable for rejection.

2.14. Late Bids

1. The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. The Purchaser shall not be responsible for any delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained. The Purchaser reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.
2. Given that the bid submission has to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last-minute hassles, ensuring that the names/formats of the files to be uploaded are as per the Defence eProcurement Portal requirements, using the prescribed browser for upload etc. CSD shall not entertain any bids which could not be uploaded or uploaded properly in the portal for whatsoever reasons.

2.15. Right to Terminate the Process

The Purchaser may terminate the RFP process at any time and without assigning any reason. The Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.

2.16. Non-Conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration if

1. It does not comply with the requirements of this RFP
2. The proposal appears to be presentations of promotional materials that do not follow the format required under this RFP or do not appear to address the particular requirements of the solution

2.17. Acceptance/ Rejection of Bids

1. The Purchaser reserves the right to reject any or all Bids without assigning any reason thereof. The Purchaser also reserves the right to assess the Bidder's capabilities and capacity. In either case, the decision of the Purchaser shall be final and binding. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature are submitted along with the Proposals which amount to deviations in any form, the Purchaser reserves the right to seek withdrawal of such assumptions, presumptions, key points of discussion, recommendation or any points of similar nature by the bidder. If the bidder does not withdraw such assumptions etc., the bid may be rejected by the Purchaser. If a discrepancy is found in a Proposal, the same may be conveyed to the Bidder with target

date up to which the Bidder has to send his acceptance on the above lines and if the Bidder does not agree to the decision of the Purchaser the Proposal is liable to be rejected.

2. If the Bidder does not meet even one of the Pre-Qualification criteria separately, as mentioned in Appendix - B of this Volume-2, the Bidder shall be disqualified, and the entire Bid shall be rejected.

2.18. Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Proposal not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal
2. During validity of the Proposal, or its extended period, if any, the Bidder increases its quoted prices
3. The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP
4. The Proposal is received in incomplete form
5. The Proposal is received after the due date and time
6. The Proposal is not accompanied by all the requisite documents
7. The Proposal is submitted with lesser validity period
8. The Proposal is submitted by a consortium and the consortium is dissolved or consortium members change during the bidding process
9. The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
10. The Commercial Proposal is enclosed within the technical Proposal or other Proposal;
11. The Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the Bid process;
12. In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bids are withdrawn upon notice immediately.

2.19. Fraud and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") during the selection process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the PBG, as the case may be.
2. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the Agreement, if a Bidder is found by the Purchaser to have directly or

indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Purchaser during a period of 3 years from the date such Bidder is found by Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the selection process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the Purchaser in relation to any matter concerning the Project;
 - b. "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process.
 - c. "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the selection process.
 - d. "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a Conflict of Interest; and
 - e. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process. The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
 - f. The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

2.20. Conflict of Interest

1. Any party involved in preparation of this RFP is not allowed to bid. Further, any bidder who has or anticipates any conflict of interest with any of its current assignments while performing work under this RFP, shall notify of the same to CSD with mitigation plan, within at most 3 weeks of publication of this RFP and CSD may decide whether to allow such bidder to bid or not. Bidder shall be required to declare the absence of such conflict of interest according to Integrity Pact Template in Appendix B.2 0 above . A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:
 - a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or

- c. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal.
- d. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Purchaser regarding this Tender process; or
- e. participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- f. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc.) of this Tender process; or
- g. has a close business or family relationship with a staff of the Canteen Stores Department who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Canteen Stores Department throughout the Tender process and execution of the Contract

2.21. Purchaser - Rights and Disclaimers

2.21.1. Right to Intellectual Property and confidentiality

1. The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Purchaser and must not be shared with third parties or reproduced, whether in whole or part, without the Purchaser's prior written consent.
2. However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.
3. This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.
4. The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:
 - a. now or hereafter is or enters the public domain through no fault of Bidder
 - b. is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Purchaser; or
 - c. otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.
5. The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.21.2. Disclaimers

2.21.2.1. Regarding Purpose of the Tender Document

The RFP is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the RFP is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.21.2.2. Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Purchaser. No other Government or Purchaser's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locusstandii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.21.2.3. Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Purchaser or any of its employees or associated agencies.

2.21.2.4. Regarding Tender Document

1. The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
2. The Purchaser, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

2.22. Goods and Services Tax (GST)

1. All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate.
2. As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
3. If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Purchaser.

2.23. Data Room

1. The supporting documents, along with other reference documents mentioned in Volume I will be kept in Data Room as specified below.
2. Data room will be located at CSD HO from <starting date > to <end date>, from 1000 hrs. to 1600 hrs. daily (excluding Saturdays, Sundays and Public holidays).
3. The bidder is required to book an appointment two days prior to his visit. The concerned contact person for seeking appointment and access to Data Room is:

Name: Manager (EDP), CSD HO

Telephone numbers of the contact personnel: 022-66382943

E-mail ids of contact personnel: mgredp@csdindia.gov.in

4. The bidders will not be allowed to obtain photocopy/photograph of any material from the Data Room. However, they will be free to make their own notes based on their review of the documents available. The bidders shall not seek any clarification from the Employer during the review of documents.

3. Selection Process for Bidder

3.1. Opening of Bids

1. The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Bid opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day. There will be three bid-opening events:
 - a. Cover 1 (Pre-Qualification bid)
 - b. Cover 2 (Technical bid)
 - c. Cover 3 (Commercial bid)
2. The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.
3. The Commercial Bids of only those bidders will be opened who meet the baseline criteria in Technical Bid. The date and time for opening of Commercial bid would be communicated to the qualified bidders.

3.2. Preliminary Examination of Bids

1. The Purchaser will examine the Bids to determine whether they are complete, whether the documents have been properly signed and the Bids are generally in order. Any Bids found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the Purchaser and shall not be included for further consideration.
2. Initial Bid scrutiny will be held, and the Bids will be treated as non-responsive, if Bids are:
 - a. Not submitted in the format as specified in this RFP document;
 - b. Received without the Letter of Authorization (Power of Attorney);
 - c. Found with suppression of details;
 - d. Submitted with incomplete information, subjective, conditional offers and partial offers;
 - e. Submitted without the documents required under this RFP;
 - f. Non-compliant to any of the clauses mentioned in this RFP;
 - g. With lesser validity period than prescribed in this RFP.

3.3. Clarification on Bids

1. During the bid evaluation, CSD may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

3.4. Evaluation Process

The Purchaser shall evaluate the responses to this RFP and scrutinize the supporting documents documentary evidence. Inability to submit the requisite supporting documents documentary evidence, may lead to rejection. The decision of the Purchaser in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with the Purchaser. The Purchaser may ask for meetings with the Bidders to seek clarifications or confirmations on their proposals. During the Bid Evaluation, Purchaser reserves the right to reject any or all the Proposals. Each of the

responses/Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:

3.4.1. Stage 1: Pre-Qualification

1. The Purchaser shall open "Cover 1" marked "Pre-Qualification Bid". The Pre-Qualification bid MUST contain all the documents mentioned in "Appendix B – Formats for Submission of the Pre-Qualification Bid". Each of the Pre-Qualification condition mentioned in Section 3.5 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
2. Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Section 3.5 and Appendix - B of Volume-2 of the RFP. A checklist has to be created with proper page-wise indexing of all supporting documents.
3. Results of the Pre-Qualification Bid opening will be published on the Defence eProcurement Portal.

3.4.2. Stage 2: Technical Evaluation

1. Cover 2 marked as "Technical Bid" will be opened only for Bidders who succeed in Stage 1.
2. Purchaser will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Purchaser's discretion.
3. The bidders' technical proposal will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 3.6 and Appendix - C.
4. Bidders shall present the bid to CSD as per the agenda mentioned in Section 3.6.
5. Only the bidders who meet baseline criteria in each parameter will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder.

3.4.3. Stage 3: Commercial Evaluation

1. All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
2. The commercial bids for the technically qualified bidders will be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Purchaser's discretion.
3. The bidder needs to specify the service fee as a percentage of sales up to three decimal places (XX.XXX%).
4. Commercial Bids that are not meeting the condition mentioned in Appendix - D shall be liable for rejection.
5. The Normalized commercial score of the technically qualified bidders will be calculated basis the following formula:

Commercial Evaluation for L1 = Service Fee as a % of Sales

6. The bidder will be required to provide the breakup/components of service charge.

Example

Table 5 : Example Service Fees Breakup

Total Service fee as % of Sales Value	Function	Sub- function	% of Service fee
X.XXX%	IT System		XX%
	Infrastructure at Depot		XX%
	Logistics		XX%
	Human resource deployment		XX%
	Other Expenses (to be specified)		XX%

Refer Appendix D.2.1 for Format

7. The evaluation of Bids shall include and consider the following taxes/ duties:
 - a. GST & other similar duties, which shall be contractually payable, on the Services and incidental Goods, if a contract is awarded on the bidder;
 - b. The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier
 - c. If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.
8. Any conditional bid would be rejected.
9. Errors & Rectification: Arithmetical errors will be rectified on the following basis:
 - a. "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - b. If there is a discrepancy between words and figures, the amount in words will prevail."
 - c. If the Bidder does not accept the error correction and its Bid will be rejected.

3.5. Pre-Qualification Criteria

1. A standard pre-qualification criterion has been drafted for the initial screening of the interested bidders. The criteria is based upon the individual strengths and capabilities of Bidder/Bidders. Pre-qualification criteria for Bidder/Bidders is as follows,
2. **Consortium Criteria:**
 - a. The number of consortium members cannot exceed three, including the Lead Bidder.
 - b. An interested bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.

- c. Consortium members must provide a Consortium Agreement covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-Qualification Bid.
- d. A Bidding Consortium is required to nominate a Lead Bidder. The formation of the consortium including identification of Lead Bidder and role and responsibilities of each member shall be supported by Power of Attorney signed by all the members on a legal document.
- e. The following points must be covered captured in the Consortium Agreement,
 - i. Identify Lead Bidder and Power of Attorney in favor of Lead Bidder.
 - ii. Roles and responsibilities of each member in a consortium partner.
 - iii. All consortium members would be available throughout the Contract Period.
 - iv. Each member of the Consortium shall be jointly and severally liable for providing services to the Canteen Stores Department for the duration of the contract mentioned in the tender documents.
 - v. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
 - vi. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the contract and that any change will be subject to approval of the Canteen Stores Department Head office.
 - vii. The final contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the Canteen Stores Department Head Office (CSD HO). CSD HO will suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the RFP in letter and spirit.
 - viii. The Agreement should be on a notarized stamp paper of INR 500.
 - ix. Any modification in roles and responsibilities between consortium members during Contract Period shall be allowed only after approval from CSD HO. Any changes and deviation of roles and responsibilities of consortium members during the execution and maintenance of this Project without prior approval shall be viewed seriously by the CSD HO as it can affect an important public service. Any Dispute arising during Contract Period between the Consortium Member shall be resolved amicably without adversely impacting services to the beneficiaries.
 - x. If in CSD HOs opinion, dispute between Consortium members adversely impacting services to the beneficiaries then Authority may its sole discretion in the interest of the Project (1) Forfeit PBG of the bidder (2) Provide a binding solution (a) Terminate the Contract after due process.
 - xi. CSD HO reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Agreement.

3. The Bidder's pre-qualification bid will be evaluated as per the following criteria:

Table 6 : Pre-Qualification Criteria

S. No.	Requirement	Criteria				Documentation Required
		Single Entity	Consortium			
			All members combined	Each member	Lead Bidder	
1	Nationality Bidder should be	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requireme	• Appendix B.6 – Profile

S. No.	Requirement	Criteria				Documentation Required
	<ul style="list-style-type: none"> A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013 Registered with the GSTN Authorities in India Should have been operating for the last five years as on the date of publishing of RFP notice (including name change/impact of mergers or acquisitions). 				nt	of the Bidding Firms (on Bidder's letterhead signed by the authorized signatory)
2	Blacklisting <ul style="list-style-type: none"> Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. 	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	<ul style="list-style-type: none"> Appendix B.7 – Self certificate for non-blacklisting clause (on Bidder's letterhead signed by the authorized signatory)
3	Relevant Specific Experience <ul style="list-style-type: none"> Bidder should have an experience of managing e-Commerce Portal and supply chain operations (including warehousing, transportation, delivery, reverse logistics etc.) since last 3 Financial Years (2020-21, 2021-22 and 2022-23) 	e-Commerce Portal – Development, Maintenance, Operations Management – Must Have Supply Chain Operations Management (including warehousing, transportation, delivery, reverse logistics etc.) – Must Have	Must meet requirement			<ul style="list-style-type: none"> Appendix B.6 – Profile of the Bidding Firms (on Bidder's letterhead signed by the authorized signatory)
4	Acceptance of Scope of Work, Terms and Conditions <ul style="list-style-type: none"> Bidder should submit a declaration addressing CSD HO on the letterhead of the 	Must meet requirement	Must meet requirement			<ul style="list-style-type: none"> Appendix B.8 – No Deviation Certificate (on Bidder's letterhead signed by

S. No.	Requirement	Criteria				Documentation Required
	<p>organization (stamped and signed by the designated authority) indicating that the Bidder has understood and accepted the Scope of Work, Terms and Conditions mentioned in the RFP and,</p> <ul style="list-style-type: none"> o Bidder will start e-commerce and 3PL logistics services for the seven selected depots from Day 1 (i.e. from the start of the operations phase) o Bidder will provide e-commerce and 3PL logistics services for all product categories mentioned under the groups by CSD <p><u>Note: List of the product categories under each group is mentioned in the Section Appendix F</u></p>					the authorized signatory)
5	<p>Information Integrity, Security and Privacy</p> <ul style="list-style-type: none"> • Bidder should submit a declaration addressing CSD HO on the letterhead of the organization (stamped and signed by the designated authority) indicating that the Bidder will <ul style="list-style-type: none"> o Store the details of the engagement within Indian Territory at a secured location o Ensure integrity, privacy and security of the beneficiary information shared during this engagement 	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	<ul style="list-style-type: none"> • Appendix B.10 – Non-Disclosure Agreement (on Bidder's letterhead signed by the authorized signatory)

3.6. Technical Evaluation Framework

1. Technical proposal of the bidders who qualify the Pre-Qualification stage will be opened and evaluated. Only the bidders who meet baseline criteria in each parameter will qualify for commercial evaluation stage.

2. The evaluation committee will evaluate the technical proposals based on the technical evaluation criteria provided below:

Table 7 : Overview of Technical Evaluation Criteria

S. No	Criteria Segment
a.	Financial Capability
b.	Operational Capability
c.	Similar Experience
d.	Technological Capabilities
e.	Technical Presentation: Approach and Methodology for Canteen Stores Department - E-Commerce Operations Management

3.6.1. Financial Capability

Table 8 : Financial Capability

S. No.	Requirement	Baseline	Supporting Documents / Details	JV/Consortium
1.	<p>The Bidder should have minimum annual turnover (Total service charge received) from E-Commerce operations* in India, for each of the last 3 Financial Years (2020-21, 2021-22 and 2022-23)</p> <p>Note -> *Here E-Commerce operations definition is <u>Development,</u> <u>Maintenance,</u> <u>Operations</u> <u>Management of e-Commerce Portal or</u> <u>Supply Chain</u> <u>Operations</u> <u>Management (including warehousing,</u> <u>transportation, delivery,</u> <u>reverse logistics etc.)</u></p>	>INR 200 Crore	<ul style="list-style-type: none"> Appendix C.2 – Bidder's General Information (on Bidder's letterhead signed by the authorized signatory) 	Lead Bidder to meet the requirement

S. No.	Requirement	Baseline	Supporting Documents / Details	JV/Consortium
2.	The Bidder should have positive net worth as on the last day of financial year 2022-23	>INR 10 Crore	<ul style="list-style-type: none"> Appendix C.2 – Bidder's General Information (on Bidder's letterhead signed by the authorized signatory) 	Lead Bidder to meet the requirement

3.6.2. Operational Capacity

Table 9 : Operational Capacity

S. No.	Requirement	Baseline	Supporting Documents / Details	JV/Consortium
1.	Current last-mile delivery network coverage of the country either directly or through associate partners /affiliates	>7000 Serviceable Pin codes	<ul style="list-style-type: none"> Details of geographical reach of network including details of branch and sub-branch offices state wise to handle distribution and redistribution in form of a map or a descriptive note 	Members can jointly meet the requirement
2.	Average daily transactions on eCommerce operations for a year last 3 Financial years (2020-21, 2021-22 and 2022-23)	>1 Lakh average transactions/per day	<ul style="list-style-type: none"> Appendix C.3 – Business Information of the Bidder (on Bidder's letterhead signed by the authorized signatory) 	Consortium Members can jointly meet the requirement
3.	Number of unique Customers/beneficiaries associated with the Bidder from past 3 Financial years (2020-21, 2021-22 and 2022-23)	>15 Lakhs	<ul style="list-style-type: none"> Appendix C.3 – Business Information of the Bidder (on Bidder's letterhead signed by the authorized signatory) 	Consortium Members can jointly meet the requirement

4.	Average order value from daily eCommerce operations from past 3 Financial years (2020-21, 2021-22 and 2022-23)	> INR 5 Crores	<ul style="list-style-type: none"> Appendix C.3 – Business Information of the Bidder (on Bidder's letterhead signed by the authorized signatory) 	Consortium Members can jointly meet the requirement
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3.6.3. Similar Experience

Table 10 : Similar Experience

S. No.	Requirement	Baseline	Supporting Documents / Details	JV/Consortium
1.	Experience of Bidder/consortium to create and manage a dedicated micro-website for other organization	1 Project	<ul style="list-style-type: none"> Bidder to provide detailed citations [as per the format mentioned in Appendix C.5 – Bidder's Experience (Client Citations)] with supporting documents like, <ul style="list-style-type: none"> URL Work Order/Contract 	Consortium Members can jointly meet the requirement
2.	<p>Experience of the bidder/consortium to sell the products on e-Commerce Platform or manage end to end logistics operations (covering warehousing, supply chain operations, deliveries and reverse logistics operations) of the products under following products</p> <ul style="list-style-type: none"> Toiletries and cosmetics Household Requisites - Electrical/Electronic Appliances, Cookers, Crockery, Wall Clocks, Kitchenware and Sewing Machines General Use Items Such as Hosiery, Plastic Goods, Footwear, Luggage and Undergarments Watches and Stationery Food and medicinal items 	Experience in handling 50% of the products	<ul style="list-style-type: none"> Bidder to provide detailed citations [as per the format mentioned in Appendix C.5 – Bidder's Experience (Client Citations)] with supporting documents like, <ul style="list-style-type: none"> URL Work Order/Contract <p>(Bidder to provide information/compliance in the citation indicating their experience to sell a product on e-Commerce Platform and manage end to end logistics operations of all the types of the product categories specified under the groups)</p>	Consortium Members can jointly meet the requirement

3.6.4. Technological Capabilities

1. As part of the Technological Capabilities evaluation criteria, interested Bidder is expected to share details of the existing technology interventions implemented by the Bidder for e-Commerce Platform to manage Supply Chain operations.

Table 11 : Technological Capabilities

S. No.	Requirement	Baseline	Supporting Documents / Details	JV/Consortium
1.	Search Engine Facility	Search feature to search desired product with the help of multiple filters <ul style="list-style-type: none"> • 3 Filters or more 	<ul style="list-style-type: none"> • Certificate by the signing authority certifying existence and functioning of the Search Engine Facility (including the filters which are cited for baseline criteria) 	Members can jointly meet the requirement
2.	Order Tracking Facility	Facility to track orders on the Real time basis - <ul style="list-style-type: none"> • SMS • Email • Web Portal • Mobile application 	<ul style="list-style-type: none"> • Certificate by the signing authority certifying existence and functioning of the Order Tracking Facility (including the order tracking choices which are cited for baseline criteria) 	Members can jointly meet the requirement
3.	Reports and Dashboards Generation Facility	Ability to create dynamic dashboards, reports based on the selected parameters like, <ul style="list-style-type: none"> • Orders Received –For a particular Day/Month/Year • Orders Successfully Delivered - For a particular Day/Month/Year • Orders Requiring Reverse Logistics - For a particular Day/Month/Year • Revenue Collected - For a particular Day/Month/Year • Region – Particular City/State/Region • Product Sale – For a particular Day/Month/Year 	<ul style="list-style-type: none"> • Certificate(s) by the signing authority certifying existence and functioning of the Reports and Dashboards Generation Facility (including the dashboards and reports which are cited for baseline criteria) 	Members can jointly meet the requirement
4.	Incident Tracking and Reporting Facility	Ability of application to <ul style="list-style-type: none"> • Detect incident • Deter incident • Discriminate incident • Delay incident 	<ul style="list-style-type: none"> • Certificate by the signing authority certifying existence and functioning of 	Members can jointly meet the requirement

		<ul style="list-style-type: none"> Respond to an incident Recover from an incident related to IT Security 	the Incident Tracking and Reporting Facility (including the features which are cited for baseline criteria)	
5.	Customer Feedback Mechanism	Customer feedback mechanisms currently used by the Bidder <ul style="list-style-type: none"> Email SMS Call Centre 	<ul style="list-style-type: none"> Certificate by the signing authority certifying existence and functioning of the Customer Feedback Mechanism (including the features which are cited for baseline criteria) 	Members can jointly meet the requirement

3.6.5. Technical Presentation: Approach and Methodology for Canteen Stores Department E-Commerce Operations Management

- Evaluation will be done based on the information provided in the technical proposal (& subsequent clarification, if any) and Clarifications / Answers given to the Evaluation Committee during the Presentation by the bidders.
- Bidder should cover the following topics during the Technical Presentation. Date and time of the Technical Presentation will be communicated to the bidder if the proposal qualifies the Pre-qualification stage.
- Bidder should submit the Approach and Methodology for this project as per the sections mentioned in Appendix C.6

Table 12 : Approach and Methodology (Technical Presentation)

s. No.	Requirement
1	Understanding of the CSD's requirement
2	Engagement Plan Presentation covering following areas – <ol style="list-style-type: none"> If selected how Bidder will ensure that the e-commerce and 3PL logistics services will start in all seven selected depots from Day 1 (i.e. from the start of the operations phase) IT Solution Architecture (including required integrations with purchaser's IT platforms) Live demonstration on the e-Commerce platform demonstrating the features mentioned under 'Technological Capabilities' Section Plan to meet the SLAs Plan (processes, tools, technologies) to ensure security, privacy of the beneficiaries' data Integration Plan – SSO Portal, Payment Gateway, and Depot inventory system
3	Proposed Project Manager presentation and interview - <ol style="list-style-type: none"> Roadmap and Plan for Multi-stakeholder integration and management (in case of

	consortium OR sub-contracting, Co-ordination between CSD, Ministry of Défense, Suppliers etc.) 2. Tools and Technologies used for project control and execution
4	Relevant Case Study presentation, along with the strategy/plan to use the key learning for CSD e-Commerce Project
5	Answer to the queries raised by the Committee members
6	Exit Management Plan

3.7. Service Level Agreements

1. The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the successful Bidder to the beneficiaries of the purchaser for the duration of this contract.
2. Service Level Agreement (SLA) shall become the part of contract between the Purchaser and the Successful Bidder. SLA defines the terms of the successful Bidder's responsibility in ensuring the timely execution of supply chain operations based on the agreed Performance Indicators as detailed in this section. The successful Bidder has to comply with Service Levels requirements to ensure adherence to supply chain timelines, quality and availability of services.
3. The successful Bidder to ensure automated real time monitoring of below SLA's. The successful Bidder to ensure integration of all SLA data points with the Enterprise Service Management (ESM) tool. If any customized software / automated tool/web-interface are required for the same, then it has to be supplied by the Bidder.

Note: Penalties shall not be levied on the successful Bidder in the following cases:

1. There is a force majeure event effecting the SLA which is beyond the control of the successful Bidder
2. The non-compliance to the SLA has been due to reasons beyond the control of the Bidder.
4. Theft cases, damages due to Road Accident / Mishap by default would not be considered as "beyond the control of Bidder". However, for certain cases, based on circumstances & certain locations, CSD Head Office may agree to qualify certain incidents as "beyond the control of Bidder".
5. SLAs will be monitored on monthly basis, across 25 components defined under 6 categories as mentioned below,

SLA Category	Weightage (in %)
Logistics & Supply Chain Operations	25
IT Application/Service Availability	25
Infrastructure Availability	15
Business Service	15
Customer Feedback	10
Project Management	10
Total	100

6. Bidder will be liable for the penalty based on the Severity Level defined for non-compliance against each parameter. The % penalty will be deducted from the monthly payment amount of the Bidder as defined in the Table: SLA calculation Guidelines. The penalties will be capped at 10% of the due amount.
7. If the Bidder consistently fails to deliver as per the SLAs designed in the RFP for 6 months i.e., if the Bidder is liable for the penalties up to 10% of the monthly payment for consecutive 6 Months, then in such cases contract with the Bidder may be revoked and Performance Bank Guarantee (PBG) be claimed by the CSD.

8. CSD Depot warehouses will be closed on Gazetted Holidays and Sundays besides on stock taking days. Stock taking days are on last 3 working days of every month and 5 working days (once a year for annual stock taking) w.e.f. 1st April every year. The bidder can plan the project 24*7 basis, considering these exceptions. The Service Level Agreements (SLAs) for the number of days of delivery will be adjusted based on the shutdown of the CSD Depots and the updated Time of delivery informed to the Beneficiary at the time of placing the order.

3.7.1. Logistics & Supply Chain Operations SLAs

Table 13 : Supply Chain Operations SLAs

S. No.	Category/ Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
1	1 st Delivery Attempt:	Service Delivery	Metric: (Monthly average) Time taken for the delivery of goods after receiving an order against the allotted time	24 X 7 measured over a period of one month Monthly Measurement	0 – 100 km: 5 Days	0
					100 – 200 km: 6 Days	
					200 – 300 km: 7 Days	
2	2 nd Delivery Attempt:	Service Delivery	Metric: Average time (Monthly average) Time taken for the delivery of goods after failure of the 1 st Delivery Attempt	24 X 7 measured over a period of one month Monthly Measurement	0 – 100 km: 7 Days	3
					100 – 200 km: 8 Days	
					200 – 300 km: 9 Days	
3	3 rd Delivery Attempt:	Service Delivery	Metric: Average time (Monthly average) Time taken for the delivery of goods after failure of the	24 X 7 measured over a period of one month Monthly	0 – 100 km: 9 Days	6
					100 – 200 km: 10 Days	
					200 – 300 km: 11 Days	
2	2 nd Delivery Attempt:	Service Delivery	Metric: Average time (Monthly average) Time taken for the delivery of goods after failure of the 1 st Delivery Attempt	24 X 7 measured over a period of one month Monthly Measurement	0 – 100 km: 5 Days	0
					100 – 200 km: 6 Days	
					200 – 300 km: 7 Days	
3	3 rd Delivery Attempt:	Service Delivery	Metric: Average time (Monthly average) Time taken for the delivery of goods after failure of the	24 X 7 measured over a period of one month Monthly	0 – 100 km: 7 Days	3
					100 – 200 km: 8 Days	
					200 – 300 km: 9 Days	
3	3 rd Delivery Attempt:	Service Delivery	Metric: Average time (Monthly average) Time taken for the delivery of goods after failure of the	24 X 7 measured over a period of one month Monthly	0 – 100 km: 9 Days	6
					100 – 200 km: 10 Days	
					200 – 300 km: 11 Days	
3	3 rd Delivery Attempt:	Service Delivery	Metric: Average time (Monthly average) Time taken for the delivery of goods after failure of the	24 X 7 measured over a period of one month Monthly	0 – 100 km: 5 Days	0
					100 – 200 km: 6 Days	
					200 – 300 km: 7 Days	

S. No.	Category/ Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
			2 nd Delivery Attempt	Measurement	0 – 100 km: 7 Days 100 – 200 km: 8 Days 200 – 300 km: 9 Days	3
					0 – 100 km: 9 Days 100 – 200 km: 10 Days 200 – 300 km: 11 Days	6
4	1 st Reverse Logistics attempt	Service Delivery	Metric: Average time (Monthly average) taken for the collection of goods in case of the requirement of Reverse Logistics.	24 X 7 measured over a period of one month Monthly Measurement	0 – 100 km: 5 Days 100 – 200 km: 6 Days 200 – 300 km: 7 Days	0
					0 – 100 km: 7 Days 100 – 200 km: 8 Days 200 – 300 km: 9 Days	3
					0 – 100 km: 9 Days 100 – 200 km: 10 Days 200 – 300 km: 11 Days	6
5	2 nd Reverse Logistics attempt:	Service Delivery	Metric: Average time (Monthly average) taken for the collection of goods in case of the failure of 1 st Reverse Logistics attempt.	24 X 7 measured over a period of one month Monthly Measurement	0 – 100 km: 5 Days: 100 – 200 km: 6 Days 200 – 300 km: 7 Days	0
					0 – 100 km: 7 Days 100 – 200 km: 8 Days 200 – 300 km: 9 Days	3
					0 – 100 km: 9 Days 100 – 200 km: 10 Days 200 – 300 km: 11 Days	6
6	Reporting Delay - Delay in sharing project	Documentation	Metric: Delay in sharing reporting documents as compared to the	24 X 7 measured over a period	<1 Day	0

S. No.	Category/Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
	reporting documents <ul style="list-style-type: none"> • Delivery Invoices (Bill of Supplies) • Demand Forecasting Reports • Other reports 		designated timeline	of one month Monthly Measurement	1-2 Days	3
					2+ Days	6

3.7.2. Application/Service Availability SLAs

Table 14 : Application/Service Availability SLAs

S. No.	Category/Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
1	e-Commerce Application/Website	Availability	Metric: % of Uptime for e-Commerce Application Formula: $Uptime \% = \{1 - [(Total\ Downtime) / (Total\ Time - Planned\ Downtime)]\} * 100$ Total Downtime - Total cumulative time the Application are NOT Available. Planned Downtime - Total maintenance time as defined and agreed upon by the e-Commerce Aggregator.	24 X 7 measured over a period of one month Monthly Measurement	$\geq 99.5\%$	0
					$< 99.5\%$ and $\geq 99\%$	3
					$< 99\%$	6
2	Marketplace for CSD beneficiaries	Availability	Metric: % of Uptime for CSD Marketplace Formula: $Uptime \% = \{1 - [(Total\ Downtime) / (Total\ Time - Planned\ Downtime)]\} * 100$ Total Downtime - Total cumulative time the Application are NOT Available. Planned Downtime - Total maintenance time as defined and	24 X 7 measured over a period of one month Monthly Measurement	$\geq 99.5\%$	0
					$< 99.5\%$ and $\geq 99\%$	3
					$< 99\%$	6

S. No.	Category/ Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
			agreed upon by the e-Commerce Aggregator.			
3	Enterprise Service Management (ESM) tool (OR customized software / automated tool/web-interface)	Availability	<p>Metric: % of Uptime for Enterprise Service Management (ESM) tool</p> <p>Formula: Uptime % = $\{1 - [(Total\ Downtime) / (Total\ Time - Planned\ Downtime)]\} * 100$</p> <p>Total Downtime - Total cumulative time the Application are NOT Available.</p> <p>Planned Downtime - Total maintenance time as defined and agreed upon by the e-Commerce Aggregator.</p>	<p>24 X 7 measured over a period of one month</p> <p>Monthly Measurement</p>	>= 99.5%	0
					< 99.5% and >=99%	3
					<99%	6
4	Availability of the integration (API service) between SSO portal and CSD Depot inventory system with e-Commerce Portal	Availability	<p>Metric: % of Uptime the integration (API service) between SSO Portal and e-Commerce Portal</p> <p>Formula: Uptime % = $\{1 - [(Total\ Downtime) / (Total\ Time - Planned\ Downtime)]\} * 100$</p> <p>Total Downtime - Total cumulative time the Application are NOT Available.</p> <p>Planned Downtime - Total maintenance time as defined and agreed upon by the e-Commerce Aggregator.</p>	<p>24 X 7 measured over a period of one month</p> <p>Monthly Measurement</p>	>= 99.5%	0
					< 99.5% and >=99%	3
					<99%	6
5	Availability of the integration (API service) between e-Commerce Portal and	Availability	Metric: % of Uptime the integration ((API service) between e-Commerce Portal	24 X 7 measured over a period of one	>= 99.5%	0

S. No.	Category/Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
	Payment Gateway		and Payment Gateway Formula: Uptime % = {1-[(Total Downtime) / (Total Time – Planned Downtime)]} *100 Total Downtime - Total cumulative time the Application are NOT Available. Planned Downtime - Total maintenance time as defined and agreed upon by the e-Commerce Aggregator.	month Monthly Measurement	< 99.5% and >=99% <99%	3 6

3.7.3. IT Infrastructure Availability SLAs

Table 15 : Infrastructure Availability SLAs

S. No.	Category/Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
1	Recovery Time Objective	Time in Hours	Based on the successful operations from DR Site and restoration of services	At the time of Disaster	< 2 Hrs	0
					2-4 Hrs	3
					4-6 Hrs	6
2	Recovery Point Objective	Time in Hours	Based on the successful operations from DR Site and restoration of services	At the time of Disaster	< 30 Mins	0
					30-60 Mins	3
					60-90 Mins	6

3.7.4. Business Service SLAs

- The service support quality matrix provides the details of parameters on which the service support of the e-Commerce Aggregator shall be evaluated and measured. The service requests and tickets shall have graded priorities (From P1 to P5) based on the business impact and criticality of issue decided by CSD Head Office and the bidder. While the service desk shall only be measured on response to incidents, other teams like incident management and problem management shall be measured on restoration of service and resolution of the issues.

Table 16 : Business Service SLA Structure

Service	Request Type	Responsibility	Metric	Priority (in hours)				
				P1	P2	P3	P4	P5
Incident Management	Logging of Incident raised by the CSD Head Office	IT Help Desk Aggregator	Response Time (In Hrs)	0.5	0.5	0.5	0.5	0.5
	Incident Resolution Time	IT Help Desk Aggregator	Resolution Time (In Hrs)	4	8	24	168	720

Table 17 : Business Service SLAs

Sr. No.	Category/ Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
1	Help Desk	Resolution Time	Metric: % of Priority-1 Tickets resolved within 2 hours Formula: (Number of tickets resolved within 2 hours/ Total Number of Tickets raised in that Month) *100	Monthly	>= 99%	0
					>= 98% to 99%	1
					>= 97% to 98%	2
					>= 97% to 95%	3
					>= 90% to 95%	4
					>= 85% to 90%	5
					<85%	6
2	Help Desk	Resolution Time	Metric: % of Priority-2 Tickets resolved within 24 hours Formula: (Number of tickets resolved within 24 hours/ Total Number of Tickets raised in that Month) *100	Monthly	>= 99%	0
					>= 98% to 99%	1
					>= 97% to 98%	2
					>= 97% to 95%	3
					>= 90% to 95%	4
					>= 85% to 90%	5
					<85%	6
3	Help Desk	Resolution Time	Metric: % of Priority-3 Tickets resolved within 48 hours Formula: (Number of tickets	Monthly	>= 99%	0
					>= 98% to 99%	1

Sr. No.	Category/ Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
			resolved within 48 hours/ Total Number of Tickets raised in that Month) *100		>= 97% to 98%	2
					>= 97% to 95%	3
					>= 90% to 95%	4
					>= 85% to 90%	5
					<85%	6
4	Help Desk	Resolution Time	Metric: % of Priority-4 Tickets resolved within 168 hours Formula: (Number of tickets resolved within 168 hours/ Total Number of Tickets raised in that Month) *100	Monthly	>= 99%	0
					>= 98% to 99%	1
					>= 97% to 98%	2
					>= 97% to 95%	3
					>= 90% to 95%	4
					>= 85% to 90%	5
					<85%	6
5	Help Desk	Resolution Time	Metric: % of Priority-5 incidents resolved within 720 hours Formula: Number of tickets resolved within 720 hours/ Total Number of Tickets raised in that Month	Monthly	>= 99%	0
					>= 98% to 99%	1
					>= 97% to 98%	2
					>= 97% to 95%	3
					>= 90% to 95%	4
					>= 85% to 90%	5
					<85%	6

3.7.5. Customer Feedback SLAs

Table 18 : Customer Feedback SLAs

S. No.	Category/ Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
1	Ordering experience Feedback (Average)	Customer Experience	Metric: (Monthly average) – Average of 'Ordering experience feedback' provided by the customer for the e-Commerce Platform basis the star-based rating	24 X 7 measured over a period of one month Monthly Measurement	4 – 5	0
					3 – 4	3
					< 3	6

S. No.	Category/Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity Level
2	Customer Service Feedback (Average)	Customer Experience	Metric: (Monthly average) – Average of the 'Customer issue incident/complaint resolution experience' basis the star-based ratings	24 X 7 measured over a period of one month Monthly Measurement	4 – 5	0
					3 – 4	3
					< 3	6
3	Delivery feedback (Monthly average)	Customer Experience	Metric: (Monthly average) – Average of the 'delivery feedback' provided by the customer basis the star-based ratings	24 X 7 measured over a period of one month Monthly Measurement	4 – 5	0
					3 – 4	3
					< 3	6
4	Incomplete and Wrong Deliveries (Monthly average)	Customer Experience	Metric: (Monthly average) – Average of the feedback provided by the customer for an Incomplete and wrong deliveries basis the star-based ratings	24 X 7 measured over a period of one month Monthly Measurement	4 – 5	0
					3 – 4	3
					< 3	6

3.7.6. Project Management SLAs

Table 19 : Project Management SLAs

S. No.	Category/Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity level for non-compliance
1	Team mobilization, setting up of Project Management Office	Availability	Deployment of key resources (Project Manager and supporting staff) within 30 calendar days from the date of signing of the contract.	NA	Timely Deployment Delay of <=30 days	0

S. No.	Category/ Component	Metric Type	Formula/Definition	Period and Time of Measurement	Target	Severity level for non-compliance
					Delay >= 30 days and <=40 days	3
					Breach>=40 days	6
2	Change in named key personnel – Project Manager and other team members	Change of Resources	Project Manager or other staff member deputed on the project to be same member whose name were proposed in the Bid.	Period of Measurement: Duration of Contract Time of Measurement: Monthly	0 Change	0
					1 Change	3
					>= 2 Change	6
3	Delay in the following project milestones: • Operations Phase Commencement –Start operations as per scope of work from Day 1	Delay	Measured as the difference between the planned date for the milestone and the actual date of its completion	Milestone based Measurement	<= 30 days after the completion of Team mobilization, setting up of Project Management Office phase	0
					>30 days and <=60 days	3
					>60 days	6
4	Project Management	Schedule Variance (SV)	Metric: % Variance between allotted time for the task and estimated time Formula: SV = (Actual Elapsed Time – Estimated Elapsed Time) /Estimated Elapsed Time	Monthly	<= 5%	0
					>5%	3

3.7.7. SLA Calculation

- Based on the non-performance and its business impact, CSD Head Office shall invoke the severity level as defined below:

Table 20 : SLA Penalty Calculation Matrix

Severity Level	Penalty Percentage
5.1-6	10
4.1-5	8
3.1-4	6
2.1-3	4

Severity Level	Penalty Percentage
1.1-2	2
0.1-1	1

2. Steps to calculate penalty are as follows:

- a. Average severity level of each category will be calculated
- b. Severity level will be multiplied with the category Weightage
- c. Value under each category will be summed to determine the cumulative severity
- d. Penalty will be determined basis the SLA penalty calculation matrix provided above

3. Sample SLA calculation mechanism has been provided below:

Table 21 : Sample SLA Severity Level Calculation

SLA Category	Average Severity Level	Weightage (in %)	Penalty (Average Severity level x Weightage)
Logistics & Supply Chain Operations	6	25	1.5
IT Application/Service Availability	5	25	1.25
Infrastructure Availability	4	15	0.6
Business Service	3	15	0.45
Customer Feedback	2	10	0.2
Project Management	1	10	0.1
Total			4.1

In above example, the severity level 4.1 invokes the penalty of 8% on the bidder

4. Award of Contract

4.1. Notification of Award

The Purchaser will notify the successful Bidder in writing that its bid has been accepted.

4.2. Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

4.3. Signing of Contract

1. Within 15 days of the notification of award, the successful bidder shall execute the Master Services Agreement as provided in Volume-3 of this RFP. Within 30 days of receipt of the notification of award, the successful Bidder shall submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP. If the successful bidder fails to execute the MSA or furnish the PBG within the mentioned period (or such other extended timelines as agreed by CSD in its sole discretion), CSD shall have the right to award the work to the next successful bidder.
2. Post successful contract signing, CSD shall submit a NDA in favor of the bidder as a declaration, ensuring privacy and security of the bidder's proprietary information shared during this engagement

4.4. Performance Bank Guarantee (PBG)

1. The successful Bidder shall at his own expense submit to CSD unconditional, irrevocable, and continuing Performance Bank Guarantee (PBG) from a nationalized bank, in the format prescribed in Appendix E, payable on demand, for the due performance and fulfillment of the contract by the bidder.
2. PBG shall be submitted within 30 working days from the date of issuance of the PO/Letter of Intent or Award.
3. PBG amount at the beginning of the contract period will be INR 50 Crores. Purchaser shall review the PBG value annually based on the remaining service charge for the contract period and the 5 days average stock held with the bidder
 - a. $\text{PBG component on the service charge} = 5\% \times (130\% \text{ of the previous year service charge paid to the bidder}) \times \text{Number of years left in the contract}$
 - b. $\text{PBG component for the inventory held} = 130\% \text{ of the 5 days average inventory held by the bidder in the previous year}$

PBG amount for the subsequent years will be the summation of the above two components.

4. Except as otherwise provided in Volume-3, no interest shall be payable on the PBGs. In case the project is delayed beyond the project schedule as mentioned in RFP Volume-1, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume-1.

4.5. Failure to agree with the Terms & Conditions of the RFP

1. Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event CSD may award the contract to the next best value bidder or call for new proposals. In such a case, CSD shall invoke the PBG.

4.6. Grievance Redressal/ Complaint Procedure

1. Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 10 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Purchaser.
2. Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
3. The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
 - a. Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
 - b. Only a directly affected bidder can represent in this regard.
 - i. In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
 - ii. In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
 - c. Following decisions of the Purchaser shall not be subject to review:
 - i. Determination of the need for procurement.
 - ii. Complaints against performance standards except under the premise that they are either vague or too specific to limit competition
 - iii. Selection of the mode of procurement or bidding system;
 - iv. Choice of the selection procedure.
 - v. Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
 - vi. Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
 - vii. The decision to enter into negotiations with the L-1 bidder; and
 - viii. Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Services.

Appendices

Appendix A. - Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Table 22 : Template for Pre-Bid Queries

#	Volume No	Page No	Section (Name & No.)	Statement as per tender document	Query by bidder	Reason for Query
1						
2						
3						
4						
5						

Appendix B. - Formats for Submission of the Pre -Qualification Bid

B.1. Pre-Qualification Bid Covering Letter

Date:

To,

Manager (EDP),

Canteen Stores Department Head Office,

Adelphi Building, 119, Maharshi Karve Rd,

New Marine Lines, Church gate,

Mumbai, Maharashtra 400020

Subject: Submission of the Pre-Qualification bid for < "Name of the Bid">

Dear Sir,

We, the undersigned, offer to create and manage a dedicated marketplace for Canteen Stores Department (CSD) and manage end to end supply chain operations covering warehousing, transportation, delivery, customer service and reverse logistics of the goods for the CSD beneficiaries with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

B.2. Template for Integrity Pact

Integrity Pact

This Integrity Pact is entered into by and between

The GM CSD, acting through the Canteen Stores Department, Ministry of Defense, Government of India, having its office located at Adelphi Building, 119, Maharshi Karve Rd, New Marine Lines, Church gate, Mumbai, Maharashtra 400020 (herein after referred to as the “Purchaser”, which expression shall, unless excluded by or repugnant to the context, deemed to include its successor/s in office or assign) of the First Part;

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***>(hereinafter referred to as “Bidder” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

The Purchaser intends to award, under laid down organizational procedures, contract for the “Appointment of E-Commerce Aggregator to develop and manage a dedicated online marketplace, manage end-to-end logistics and customer service, for the Canteen Stores Department (CSD)” of the goods through an open tender process and has issued RFP bearing number <RFP No>. The Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Vendor(s) Contractor(s).

In order to achieve these goals, the Purchaser wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1- Commitments of the Purchaser

1. The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Purchaser, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Purchaser will during this tender process treat all Bidder(s) with equity and reason. The Purchaser will in particular, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
 - c) The Purchaser will exclude from the process all known prejudiced persons.
2. If the Purchaser obtains information on the conduct of any of its officers employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder

- a) The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.
- b) The Bidder will not, directly or through any other persons or firm, offer promise or give to any of the Purchaser's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- c) The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.
- d) The Bidder will not commit any offence under the Indian Penal Code 1860 and or Prevention of Corruption Act 1988; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e) The Bidder will, when presenting its bid, disclose any and all payments it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with this tendering process or the award of Agreement under this tendering process.
- f) The Bidder will not, directly or through any other person or firm, approach any Government officials, ministers, political persons public servants, or any external agencies in an effort to influence the bidding decision making process or to attain any undue favors to the Bidder.
- g) The Bidder shall exclude, from this tender process or execution of the Agreement, all known prejudiced persons including those employee's Directors/management representatives of the Bidder who have family relationships with the employees or officers of the Purchaser.
- h) The Bidder shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with the Purchaser. Bidder and its employees, agents, advisors and any other person associated with the Bidder must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest) between the interests of the Purchaser or any other interests during this tender process or through operation of the Agreement.
- i) The Bidder will not indulge in any corrupt, fraudulent, coercive undesirable or restrictive practice in the tender process or the execution of the Agreement.
- j) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put his

reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

- d) If the Purchaser has disqualified the Bidder from this tender process prior to the award according to Section 3, the Purchaser is entitled to forfeit the Earnest Money Deposit/Bid Security deposited by the Bidder.
- e) If the Purchaser has terminated the Agreement according to Section 3, or if the Purchaser is entitled to terminate the Agreement according to Section 3, the Purchaser shall be entitled to demand and recover from the Bidder Vendor the amount equivalent to Security Deposit Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

- a) The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.
- b) If the Bidder makes incorrect statement on this subject or hides any material information, the Purchaser is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings"

Section 6: Equal treatment of all Bidders

- a) The Bidder undertakes to demand from all subcontractors of the Vendor a commitment in conformity with this Integrity Pact, and to submit it to the Purchaser before signing of the Agreement with the Purchaser.
- b) The Purchaser will enter into individual Integrity Pacts with identical conditions as this one with all subcontractors of the Vendor.
- c) Only if the Bidder has entered into this Integrity Pact with the Purchaser, the Bidder shall be eligible to participate in this tender process or execution of the Agreement.
- d) The Purchaser will have the right to disqualify the Bidder from this tender process if the Bidder does not get this Integrity Pact from Bidder's authorized signatory or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/Subcontractor(s)

If the Purchaser obtains knowledge of conduct of the Bidder or its Subcontractor, or of an employee or a representative or an associate of the Bidder or Subcontractor which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to the Chief Vigilance Officer.

Section 8– Pact Duration

- a) This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the Agreement, and for all other bidders, 6 months after the execution of the Agreement with the Vendor.

- b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Purchaser.

Section 9– Other provisions

- a) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Office of the Purchaser first above written, i.e. Mumbai
- b) Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

For & On Behalf of the Purchaser
(Official Seal)

For & On Behalf of the Bidder
(Official Seal)

Place: _____

Place: _____

Date: _____

Date: _____

Witness:

Witness:

(Name & Address):

(Name & Address):

B.3. Letter of Authorization/ Power of Attorney

****On a notarized stamp paper****

We <Bidder> having registered office at <Address> do hereby irrevocably constitute, nominate, appoint and authorize <Name>, son/daughter of <Name> and presently residing at <Address>, who is presently employed with us/ the Lead Member of our Consortium and holding the position of <Designation>, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for RFP and submission of our response for the *“Appointment of E-Commerce Aggregator to develop and manage a dedicated online marketplace, manage end-to-end logistics and customer service, for Canteen Stores Department (CSD)”* Project proposed or being developed by the Canteen Stores Department (the "Client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-proposal and other conferences and providing information/ responses to Client, representing us in all matters before Client, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with Client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into the Agreement with Client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, <Bidder>, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS __ DAY OF _____, 2020

For Accepted

Name	Name
Designation,	Designation,
Registered Address	Registered Address

Witnesses:

- 1.
- 2.

Notes:

1. Power of Attorney (PoA) shall be executed on non-judicial Stamp paper of appropriate value.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
3. Wherever required, the bidder should submit, for verification of the PoA, the extract of the charter documents such as Board Resolution and Power of Attorney in favor of the person executing the Power of Attorney on behalf of the bidder or Lead Member, as applicable.

B.4. Bid Security Declaration

BID SECURITY DECLARATION LAW Rule 170(iii) of GFR

(on Company Letter-head)
Bidder's Name _____
[Address and Contact Details]
Bidder's Reference No. _____
Date.....
Bid Securing Declaration Form Date: _____

Tender Reference No. _____

To (insert complete name and address of the purchaser)

Ref: Tender Document No. Tend No./ xxxx; Tender Title: XXXX

I/We. The undersigned, solemnly declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration

2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of opening of this bid if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) Fail or refuse to sign the contract.

(ii) fail or refuse to execute the contract, if required, or

(iii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification

a. of the name of the successful Bidder or

b. of cancellation of the entire tender process or rejection of all bids

(ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

Place.....[insert place of signing]

DA:.....

B.5. Consortium Agreement

THIS Consortium Agreement is entered into on this the day of 20....

AMONGST

1. { Limited, a company incorporated under the Companies Act} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

WHEREAS,

(a) The Canteen Stores Department, Ministry of Defense, Government of India (hereinafter referred to as the "Buyer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited responses (the "responses") to its Expression of Interest No..... dated..... (the "RFP") for short-listing of bidders for development of..... Project (the "Project").

(b) The Parties are interested in jointly bidding for the Project as a Consortium in accordance with the terms and conditions of the RFP document and other documents in respect of the Project and

(c) It is a necessary condition under the RFP document that the members of the consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Response.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP

2. Consortium

(a) The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the bidding process for the Project and executing and implementing the complete project up to the complete tenure of the project.

(b) The Parties hereby undertake to participate in the Project only through this Consortium Agreement and not individually and/or through any other /consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected bidder and awarded the project, the parties shall enter into a Contract with the Canteen Stores Department for performing all its obligations in terms of the contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below: -

(a) Party of the First Part shall be the Lead member of the Consortium for and on behalf of the Consortium during the bidding process and until the Appointed Date under the contract. Party of the First Part shall be responsible for.....

(b) Party of the Second Part shall be responsible for

(c) Party of the Third Part shall be responsible for

5. **Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and subsequently in accordance with the contract, if and when awarded.

6. **Lead Member**

Without prejudice to the joint and several liabilities of the parties, each party agrees that it shall communicate with the Canteen Stores Department in matters of the RFP and any subsequent process, as applicable through the Lead Member and the Canteen Stores Department shall be entitled to communicate with such Lead Member as the representative of all the members. Each party agrees and acknowledges that: -

(a) The Lead Member shall take prior written consent by all participating Consortium members before sending any communication regarding a decision (including without limitation, any waiver or consent), action or omission, before communicating the same to Canteen Stores Department. The Consortium Members shall send their responses to the Lead Member and ensure that stipulated timelines of Canteen Stores Department are met with by the Lead Member; and

(b) Any decision (including without limitation, any waiver or consent), action, omission communicated by the Lead Member on any matters related to the contract shall be deemed to have been on its behalf and shall be binding on it. The Canteen Stores Department shall be entitled to rely upon any such action, decision or communication from the Lead Member; and

(c) Any notice, communication, information or documents to be provided to the Lead Member shall be delivered to the authorized representative of Lead Member and any such notice, communication, information or documents shall be delivered to all the Parties by the Lead Member.

7. **Consortium Bank Account/Payments**

The Parties will open a separate single bank account ("Consortium Account") for payments to be received from the Buyer in the name of the Consortium which shall be operated jointly by all the Consortium members. The Lead Member will submit the final invoices corresponding to the services provided as per the scope of work. The Canteen Stores Department shall make the payment(s) into the designated Consortium account and the Canteen Stores Department shall not in any manner be responsible or liable for the inter se allocation of payments among the parties.

8. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this agreement;

(b) The execution, delivery and performance by such Party of this agreement has been authorized by all necessary and appropriate corporate action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this agreement for the delegation of power and authority to execute this Agreement on behalf of the consortium Member is annexed to this agreement and will not, to the best of its knowledge:-

(i) Require any consent or approval not already obtained;

(ii) Violate any Applicable Law presently in effect and having applicability to it;

(iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as in all matters before the Buyer, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Buyer in all matters in connection with or relating or arising out of the Project.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of the project and in accordance with the contract, in case the project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the project or does not get selected for the award of the Project, the Agreement will stand terminated. Upon completion of the project contract, this agreement may be terminated by the parties upon written mutual consent.

10. Miscellaneous

(a) This Agreement shall be governed by the laws of India.

(b) In the event of a dispute, the parties shall attempt to amicably resolve the same, failing which the dispute shall be referred to arbitration which shall be resolved in accordance with the Arbitration & Conciliation Act, 1996. The venue for dispute resolution shall be Mumbai, India. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final and binding upon the parties.

(c) The Parties acknowledge and accept that this Agreement shall not be amended by the parties without the prior written consent of the Canteen Stores Department.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of Lead Member

by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

- 1.
- 2.

B.6. Profile of the Bidding Firms

To be filled separately by both consortium members & Subcontractor(s).

Table 23 : Background Information

A. Background Information			
Name of the firm:			
Role:			
Registered Office Address:			
Name of the contact person and contact details (Note: For Lead Bidder, the contact person should be the Authorized Signatory):			
Name and details of the CEO:			
Bidders participation in the Bid		Lead Bidder/Consortium Member	
B. Financial Information (last Five years)			
Financial Year	Audited Annual Turnover (INR Crores)	Audited Annual Net Worth (INR Crores)	Audited Annual turnover from e-Commerce Operations (i.e. Development, Maintenance, Operations Management of e-Commerce Portal and/or Supply Chain Operations Management including warehousing, transportation, delivery, reverse logistics etc.) (INR Crores)
2022 - 2023			
2021 - 2022			
2020 - 2021			
No of years of Operation			
Total number of Employees			
Total number of Employees in India			
List of Quality Certifications			
List of Indian Customers to whom the Firm has provided similar services in India/abroad in last 3 years. (Note: Similar Services will mean the type of services which the Firm has provided similar to the Scope of Work of the RFP)			

Required Supporting Documents*

1. Copy of Certificate of Incorporation
2. Copy of Registration Certificate with the GSTN Authorities
3. Copy of PAN card
4. Audited Financial Statements for last 3 Financial Years (2020-21, 2021-22 and 2022-23)

5. Certificate from the Statutory auditor / CA clearly specifying the annual turnover for last 3 Financial Years (2020-21, 2021-22 and 2022-23)
6. Certificate from the Statutory auditor / CA clearly specifying the annual turnover from e-Commerce Portal and supply chain operations (including warehousing, transportation, delivery, reverse logistics etc.) associated with it for last 3 Financial Years (2020-21, 2021-22 and 2022-23)

Note: Bidder is mandated to submit all the Required Supporting Documents mentioned under Appendix B.2. Failure to do so, the bid will be considered as incomplete/non-response and will be rejected without seeking further clarifications.

B.7. Self-certificate for non-blacklisting clause

We confirm that our Company <> as on date of submission of the proposal is not been blacklisted by any Central/State Government/PSU entity in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

Name & Designation of the Authorized Signatory

B.8. No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation on Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Cloud Requirements Specification and Technical Requirements Specification), legal or Commercial aspects in either direct or indirect form.

We hereby by declare that

We <Name of the Bidder> will start **e-commerce and 3PL logistics services from the 7 initially selected depots from Day 1** (i.e. from the start of the operations phase as mentioned in the RFP) and **provide e-commerce and 3PL logistics services for all product categories mentioned under the groups by CSD and expand further to more depots as mentioned in the scope of work.**

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

B.9. Total Responsibility

This is to certify that <Lead Bidder Name> undertakes the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

In the process of doing so <Lead Bidder Name> to adhere to all statutory compliances as applicable under GST law. Any tax liability arising consequent to non-compliance of law or due to furnishing of incorrect registration number shall be borne by the <Lead Bidder Name>. <Lead Bidder Name> acknowledge and agree that the firm or any individual acting on behalf of the <Lead Bidder Name> would adhere to all the applicable GST compliance regulations including completion of any required compliance activities within the statutory timelines as may be prescribed from time to time by the Government of India.

<Lead Bidder Name>acknowledge and agree that in the event any enquiry, scrutiny, audit, assessment or any other tax proceedings are initiated against us in respect of services by CSD, <Lead Bidder Name>shall fully support and co-operate with auditing agency/Committee by furnishing the relevant information and documents, related to the service provided under this agreement, on timely manner as may be required by the CSD.

<Lead Bidder Name> agree to adhere to all the rules, regulations, guidelines, suggestions, recommendations, amendments made by the CSD as deemed fit during the engagement.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

B.10. Non – Disclosure Agreement

1. Any and all information in terms of this Project shall be considered as “confidential Information”. The Bidder (onsite and support team members) shall keep confidential and shall not—without the written consent of the Canteen Stores Department—divulge to any third party, any documents, data or other information furnished directly or indirectly by the Indian Defense in connection with the contract, whether such information has been furnished prior to, during or following termination of the contract.
2. The Bidder also undertakes not to use any information gained by virtue of this project, in any form, to prepare, develop, market or sell any system or product for utilization by any other client. The bidder agrees to retain the confidential information of the organization in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of such information.
3. The Bidder shall adopt and/ or maintain security processes and procedures to safeguard the confidentiality of all information received from the Canteen Stores Department.
4. The Bidder shall not disclose or in any way assist or permit the disclosure of any information related to the Canteen Stores Department to any third party or person without the express written consent signed by the Authorized officer of the Canteen Stores Department in terms of this Project.
5. The Bidder shall not send any information or data related to the project at any time outside India for the purpose of storage, processing, analysis or handling.
6. The Bidder shall not engage or appoint any non-resident Indian/ foreigner to undertake any activity related to the Project. The Bidder will not discuss with any member of public, media, press or any other person about the nature of arrangement / contract between the Canteen Stores Department and the Bidder or the nature of services to be provide by the Bidder to the Canteen Stores Department.
7. Upon the completion of period of contract, the Bidder will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include any confidential information are returned to the Canteen Stores Department.
8. If there is any unauthorized disclosure or loss of any of confidential information by the Bidder or any of its representatives, Bidder will promptly, at its own expense, notify the Canteen Stores Department in writing

and take all actions as may be necessary to minimize any damage to the Canteen Stores Department as a result of such disclosure or loss subject to obligations as stated..

9. The obligation not to disclose Confidential Information shall remain in effect after the date of conclusion of the contract and the provisions of this clause shall survive termination, for whatever reason of the contract.

10. The bidder should agree to all knowledge pertaining to the visit of the team to Data Room, Canteen Stores Department Head Office, Depots and URCs namely compilation procedures, operational procedures, types and distribution of data/document as well as all official information acquired by the bidder in the course of the duty and which is by virtue of RFP process or their appointment. The Bidder had access to, is the property of the Government of India and is not to be communicated whether directly or indirectly to any unauthorized person whether during too after cessation of the RFP process or appointment with the Canteen Stores Department. The Bidder should agree that any breach of neglect of this undertaking in any form whatsoever is a disciplinary offense and would also render me liable to proceedings under the Indian Officials Secret Act 1923 as amended and other process flow.

Signature (in capacity of)

Name

Designation

Company Seal

Place _____

Date_____

Appendix C. - Formats for Submission of the Technical Bid

C.1. Technical Bid Covering Letter

To,
Manager (EDP),
Canteen Stores Department (CSD) Head Office
Adelphi Building, 119, Maharshi Karve Rd,
New Marine Lines, Church gate,
Mumbai, Maharashtra 400020

Subject: Submission of the Technical bid for “Appointment of E-Commerce Aggregator to develop and manage a dedicated online marketplace, manage end-to-end logistics and customer service, for Canteen Stores Department (CSD)”

Dear Sir,

We, the undersigned, offer to create and manage a dedicated marketplace for Canteen Stores Department and manage end to end supply chain operations covering warehousing, transportation, delivery, customer service and reverse logistics of the goods with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes Pre-qualification proposal, Technical proposal and the Commercial Proposal sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

C.2. Bidder's General Information

Following table shall be filled with the details of the Lead Bidder, Consortium Partner (if any), & Subcontractor(s) separately.

Table 24 : Bidder's General Information

C. Bidder's General Information			
Name of the firm:			
Role:			
Registered Office Address:			
Name of the contact person and contact details (Note: For Lead Bidder the contact person should be the Authorized Signatory):			
Name and details of the CEO:			
Bidders participation in the Bid		Lead Bidder/Consortium Member	
D. Financial Information (last Five years)			
Financial Year	Audited Annual Turnover (INR Crores)	Audited Annual Net Worth (INR Crores)	Audited Annual turnover from e-Commerce Operations (i.e. Development, Maintenance, Operations Management of e-Commerce Portal and/or Supply Chain Operations Management including warehousing, transportation, delivery, reverse logistics etc.) (INR Crores)
2022 - 2023			
2021 - 2022			
2020 - 2021			
No of years of Operation			
Total number of Employees			
Total number of Employees in India			
List of Quality Certifications			
List of Indian Customers to whom the Firm has provided similar services in India/abroad in last 3 years. <u>(Note: Similar Services will mean the type of services which the Firm has provided similar to the Scope of Work of the RFP)</u>			

Required Supporting Documents*

1. Audited Financial Statements for last 3 Financial Years (2020-21, 2021-22 and 2022-23)
2. Certificate from the Statutory auditor / CA clearly specifying the annual turnover for last 3 Financial Years (2020-21, 2021-22 and 2022-23)
3. Certificate from the Statutory auditor / CA clearly specifying the annual turnover from e-Commerce Portal and supply chain operations (including warehousing, transportation, delivery, reverse logistics etc.) associated with it for last 3 Financial Years (2020-21, 2021-22 and 2022-23)
4. Statutory auditor certificate or certificate from Company Secretary of Bidder specifying the net worth for the specified year

Note: Bidder is mandated to submit all the Required Supporting Documents mentioned under Appendix C.2.

C.3. Business Information of the Bidder

E. Business Information of the Bidder			
Name of the firm:			
Role:			
Registered Office Address:			
Name of the contact person and contact details (Note: For Lead Bidder, the contact person should be the Authorized Signatory):			
Name and details of the CEO:			
Bidders participation in the Bid		Lead Bidder/Consortium Member	
F. Business Information (last Five years)			
Financial Year	Number of average daily transactions for a year last 3 Financial Years	Number of unique Customers/beneficiaries associated with the e-Commerce Portal from past 3 Financial years	Average order value from daily eCommerce operations
2022 - 2023			
2021 - 2022			
2020 - 2021			
No of years of Operation			
Total number of Employees			
Total number of Employees in India			
List of Quality Certifications			
List of Indian Customers to whom the Firm has provided similar services in India/abroad in last 3 years. (Note: Similar Services will mean the type of services which the Firm has provided similar to the Scope of Work of the RFP)			

C.4. Curriculum Vitae (CV) of Team Members

Table 25 : Curriculum Vitae

S. No.	Item	Bidder's Response
1.	Name of the Resource	
2.	Specify role to be played in the project	
3.	Name of Employer	
4.	Number of years with the Current Employer	
5.	Total Experience (in Years)	
6.	Total Experience of e-Commerce Operations* (in Years) (*->Development, Maintenance, Operations Management of e-Commerce Portal and/or Supply Chain Operations)	

S. No.		Item			Bidder's Response	
		Management (including warehousing, transportation, delivery, reverse logistics etc.)				
7.	Experience in yrs. (Provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)					
	Name of Employer	From	To	Designation/ Responsibilities		
7.1.						
7.2.						
8.	Summarized professional experience (Relevant* to the Current Project) in reverse chronological order (*->Development, Maintenance, Operations Management of e-Commerce Portal and/or Supply Chain Operations Management (including warehousing, transportation, delivery, reverse logistics etc.)					
	From	To	Company Project Position Relevant Functional, Technical and Managerial experience			
8.1.						
8.2.						
9.	Educational Background, Training, Certifications including institutions, % of marks, specialization areas etc.					
	Degree	Year of Award of Degree	University	% of marks		
9.1.						
9.2.						
10.	Experience of working on the following Tools and Technologies					
	Tools and Technologies	Years of Experience	Brief Experience Details			
10.1	Data Analytics Tool					
10.2	Spreadsheets					
10.3	PowerPoint Presentation					
10.4	PowerPoint Excel/Power BI					
10.5	Project Management Tool					
10.6	SLA Monitoring and Management Tool					
11	Expertise of the proposed resource in the following Areas					
	Area of Expertise	Years of Experience	Brief Experience Details			
11.1	UI/UX Design (Persona Mapping, User Journey and Use Cases)					
11.2	Functional,					

S. No.	Item	Bidder's Response	
	Technical, System Requirements Elicitation		
11.3	Web Portal design/ development		
11.4	Financial Planning and Budgeting		
11.5	Communication Management – Proficiency in English and Hindi		
11.6	Supply Chain Management (Warehousing, Transportation, Delivery, Reverse Logistics)		

C.5. Bidder's Experience - Client Citations

Following table shall be filled with the details of the Lead Bidder, Consortium Partner (if any), & Subcontractor(s) separately.

Table 26 : Citations

S. No.	Item	Bidder's Response
1.	Name of Bidder entity <i>(Lead bidder/consortium member with bidder name)</i>	
2.	Assignment Name	
3.	Name of Client	
4.	Country	
5.	Contact Details <i>(Contact Name, Address, Telephone Number)</i>	
6.	Approximate Value of the Contract	
7.	Duration of Assignment (months)	
8.	Award Date (month/year)	
9.	Completion Date (month/year)	
10.	Narrative description of the project	
11.	Details of Work that defines the scope relevant to the requirement	
12.	Documentary Evidence* attached (URL, Work Order/Contract)	
13.	Details of the proposed resources who were part of the project (if any) along with their roles. If none, mention N/A	

*-> Bidder is required to provide the supporting documents like Work Order, URL, Completion Letter etc. for the quoted citations. Without the supporting documents, citation may be considered as incomplete and liable for the deduction of marks as per the discretion of the CSD.

C.6. Approach and Methodology

C.6.1. Understanding of the CSD requirements

C.6.2. Approach and Methodology for the engagement

Approach and Methodology to cover the following areas,

1. How Bidder will ensure that the e-commerce and 3PL logistics services will start from the 7 initially selected depots from Day 1 of the Operations Phase and how bidder will roll out the expansion to other depots as mentioned in scope of work
2. Details of the e-Commerce platform features (as mentioned under 'Technological Capabilities' Section)
3. IT Architecture and Solution
4. IT Security Architecture
5. Plan to meet the SLAs
6. Plan (processes, tools, technologies) to ensure security, privacy of the beneficiaries' data
7. Integration plan to integrate e-Commerce Portal with SSO portal (CSD), Depot inventory management system and Payment Gateway
8. Deployment plan of human resources in CSD depot, CSD HO and CS Directorate
9. Plan for setting up of infrastructure in the premises of purchaser

C.6.3. Project Plan

Table 27 : Project Plan

S. No.	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1.													
2.													
3.													
4.													
5.													
6.													
7.													

C.7. Compliance to the Functional Requirements Specifications

Bidder should provide the compliance on the Functional Requirements Specifications mentioned in the Volume I – Appendix A1 'eCommerce Portal Operation and Functional Requirements Specifications'

Note: High level FRS is mentioned in the Volume I Appendix A1. During the Operations Setup phase, Bidder is required to develop a detailed FRS, Process Flows, Integration and Data Exchange diagrams and get it approved from the concerned authorities of CSD before starting the development/customization of the Portal.

C.8. Bidder Company Information

(on Company Letter-head)

(Along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender Document No. Tend No./ xxxx;

Tender Title: Appointment of E-Commerce Aggregator to develop and manage a dedicated online marketplace, manage end-to-end logistics and customer service, for Canteen Stores Department (CSD)

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Bidder/ Contractor particulars:

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN):
- c) Registration, if any, with The Purchaser:.....
- e) Place of Registration/ Principal place of business"
- f) Complete Postal Address:
- g) Pin code/ ZIP code:
- h) Telephone nos. (with country/ area codes):
- i) Mobile Nos.: (with country/ area codes):
- j) Contact persons/ Designation:
- k) Email IDs:

2) Taxation Registrations:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number: in Contractor and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Trade Registrations and Licences

We have the following registrations/ licences required for the performance of this

Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- EPF
- ESI
- Labour licence
- Private Security Agency under relevant Act
- Any other required -----.

4) Authorization of Person(s) signing the bid on behalf of the Bidder

- a) Full Name: _____
- b) Designation: _____
- c) Signing as:
 - A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
 - A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney,
 - A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
 - A Society. The person signing the bid is the constituted attorney. Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution[

5) Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

DA: As above

Appendix D. - Formats for Submission of the Commercial Bid

D.1. Commercial Bid Covering Letter

To,

Manager (EDP),

Canteen Stores Department (CSD) Head Office

Adelphi Building, 119, Maharshi Karve Rd,

New Marine Lines, Church gate,

Mumbai, Maharashtra 400020

Subject: Submission of the Commercial bid for “<Name of the RFP>”

Dear Sir,

We, the undersigned, offer to create and manage a dedicated marketplace for Canteen Stores Department and manage end to end supply chain operations covering warehousing, transportation, delivery, customer service and reverse logistics of the goods with reference to your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes Pre-qualification proposal, Technical proposal and the Commercial Proposal sealed in a separate envelope.

We hereby declare that all the information and statements made in this Commercial Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

D.2. Commercial Bid Format

D.2.1. E-Commerce & 3PL Operations Management Fees as % of Sales

Table 28: Service fee break-up

Total Service fee as % of Sales Value	Function	Sub- function	% of Service fee
X.XXX%	IT System		XX%
	Infrastructure at Depot		XX%
	Logistics		XX%
	Human resource deployment		XX%
	Other Expenses (to be specified)		XX%

Appendix E. - Template for PBG

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Business services for <<name of the assignment>> to CSD (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank>a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. **<Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Not with standing anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Appendix F. - List of the product categories under each group

To Be Provided Separately