

REQUEST FOR PROPOSAL (RFP)
FOR
PREPARATION, DEVELOPMENT AND
IMPLEMENTATION OF ERP SOLUTION
FOR
TRANSFORMATION/AUTOMATION
IN CPC SYSTEM

Tender No. CPC/TENDER/DA-XII/ ERP/1/2017

Quality and Cost Based Selection [QCBS]



Central Office, CPC
(Ministry of Home Affairs, Govt. of India)
Block 1, CGO Complex, Lodhi Road,
New Delhi-110003, INDIA
Tel: 011 - 24365547, Fax: 011 - 24362550



Central Office, CPC
(Ministry of Home Affairs, Govt. of India)
Block 1, CGO Complex, Lodhi Road,
New Delhi-110003, INDIA
Tel: 011 - 24365547, Fax: 011 - 24362550
Website - www.cpcmha.gov.in
E mail - centraloffice-cpc@nic.in

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TRANSFORMATION/MODERNIZATION IN
CPC SYSTEM

Tender No. CPC/TENDER/DA-XII/ ERP/1/2017

Dated 23.11.2017

Place for opening of the bid	Will be intimated after pre-bid meeting.
Last Date & Time of Submission of Bid	Will be intimated after pre-bid meeting.
Date & Time of Opening of Technical Bid	Will be intimated after pre-bid meeting.

Name of the Bidding Company/ Firm:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address	
Mobile No Telephone (Landline)	
Fax	
Website Official E-mail Address	

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CHAPTER-1

INTRODUCTION TO CENTRAL POLICE CANTEEN:

The Ministry of Home Affairs has created Central Police Canteen (CPC) with a view to provide Canteen facilities to all serving and retired police personnel of CAPFs, CPOs (IB, CBI, RA&W, NCB, NTRO, NSG, SPG and NIA), State Police and MHA along with their family members as a major welfare measure. The mission of the CPC envisages providing products/stores of best quality to all beneficiaries, wherever they are, at rates cheaper than the market price. The total numbers of beneficiaries are approx. 35 lakhs. The CPC runs through a **three tier** system with Central Office as the first tier that negotiates products/prices with firms and looks after the policy issues. Further down, at the second tier there is a network of Master Canteens (119 at present) that act as ordering/warehousing points. The third tier comprises the Subsidiary Canteens (around 1660 at present) that draw stores from MCs and act as points of sale. Large numbers of firms are registered with CPC for sale of various products through the linked subsidiary canteens that include both branded and standard items.

The turnover of CPC in 2007 of 10 Lakhs has risen to about 1607 Crore in the year 2016-17 and this has come from a Selective Network to a Nationwide Network of Canteens. There is spectacular potential for growth, which needs to be extended to each jawan and his family since it is not only a major welfare measure but also a great source of satisfaction and motivation, leading to substantial savings.

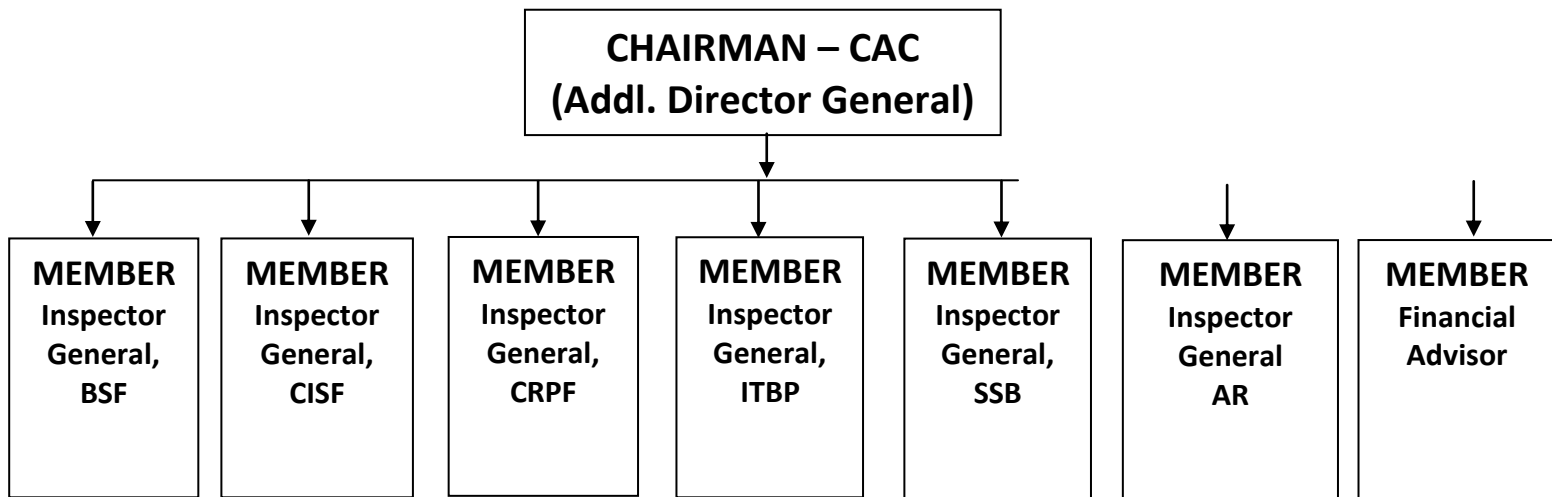
Organizational Set up of Central Police Canteen:-

CPC system comprises of two committees i.e. Central Administrative Committee (CAC) and Central Purchase Committee (Price Negotiation Committee - PNC) and three tiers i.e. Central Office, CPC, Master Canteens and Subsidiary Canteens.

(1) Central Administrative Committee:-

CAC is the apex body of the Central Police Forces Canteen System which functions as Governing body of the System. CAC consists of a Chairman of the rank of ADG from one of the CAPFs on rotational basis and five members of the rank of IG from rest of the CAPFs and also Director(Pers) Police –II Division, MHA. Besides there is one Finance Advisor as co-opted member from the force to which ADG belongs to.

**ORGANIZATIONAL SET UP OF CENTRAL ADMINISTRATIVE COMMITTEE
(CAC)**



RESPONSIBILITIES OF CENTRAL ADMINISTRATIVE COMMITTEE -

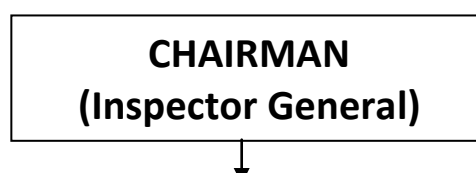
Based on the instructions of MHA, the CAC will ensure the following:-

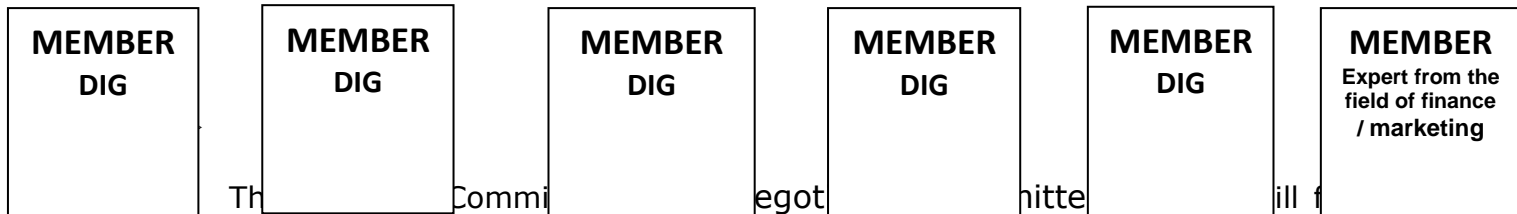
- i) Preparation and implementation of detailed guidelines / SOP to run the Canteen System smoothly up to Bn / Unit Level in consultation with all CAPFs and circulated to all concerned under intimation to the Ministry of Home Affairs which includes system of Canteen, Geographical set up of Master Canteens, supply system etc.
- ii) To take major policy decisions in quarterly meetings.
- iii) Ensure maintenance of accounts by CEO and provision to conduct annual audit of accounts maintained by the CEO / Master Canteens (MCs) / Subsidiary canteens,
- iv) Approval / Addition / Deletion / Changing of Master Canteens and Subsidiary Canteens.
- v) Monitoring for timely payments & issuance of form 'C' by MCs to the firms.

(2) Central Purchase Committee (Price Negotiation Committee):-

It consists of a Chairman of the rank of IG of one of the CAPFs on rotational basis and five (05) members of the rank of DIG from Price/Review Price Negotiation with the firms. The Purchase Committee is responsible for introduction of items in the CPC after observing all necessary codal formalities and keeping the operational cost at the lowest possible rate through negotiation and other suitable methods. CEO-cum-GM, CPC is responsible to organize the Price Negotiation meetings. In case of need, a marketing financial expert can be kept as co-opted member.

**ORGANIZATIONAL SET UP OF CENTRAL PURCHASE COMMITTEE
(PRICE NEGOTIATION COMMITTEE)**





The Committee will be under the administrative control of Central Administrative Committee (CAC).

- 1) Terms of this committee would be co-terminus with CAC and for two years on rotation basis.
- 2) The purchase committee will be consisting of 7 members as under:-

Chairman	IG of CAPFs on rotation basis.
5 Members	DIG of remaining CAPFs
Co-opt Member	From marketing / finance expert. (will be nominated by CAC)

- 3) The Presiding Officer of the Purchase Committee and Chairman of CAC will not be from the same force.
- 4) Presiding Officer of the Purchase Committee will be IG from notified CAPF.
- 5) Remaining 5 members in the rank of DIG and one co-opted member from marketing / finance may be nominated by the CAC under intimation to MHA.

The Responsibilities Of Central Purchase Committee (Price Negotiation Committee):

The Purchase Committee under the supervision of CAC will be responsible for: -

- a) Low operational costs
- b) Take advantage of market competition and existing networks.
- c) Build network between manufacturers and distributors to finalize rate contract, supply of consumer goods at MC and SC level as required.
- d) Activate regional network agents / depots to supply quality products at the agreed rates.
- e) Develop a system controlled by competitive forces on health lines.
- f) Ensure that purchase will be made at cheaper rate only after due negotiation with the manufactures / companies. Terms and conditions should be clear for each and every purchase.
- g) Ensure that sub-standard products and dead stock should be returned to the manufacturer at their cost.
- h) Conduct PNC Meeting once in three months to select firms and their products for,
 - 1) Registration with CPC inventory;
 - 2) Deletion of such firms those who are not fulfilling the review criteria and non-performer firms;
 - 3) Approval for Introduction of new products in CPC inventory,
 - 4) Re-listing of firms that were delisted but now fulfilling the criteria for CPC after one year.
- i) Take advantage of market competition
- j) Ensure purchases made at discounted rate after due negotiation with the manufacturers/ companies/firms/enterprises for welfare of troops.
- k) Build networks between manufacturers and distributors;

- I) Lay down appropriate conditions for delivery of stores and payments.

Functioning Structure:-

It is a welfare initiative of CAPFs under the Ministry of Home Affairs. It operates as a 3-tier system as per the following descriptions.

- i) **Central Office**- At this apex tier, firms and their products will be registered with CPC as per prescribed procedure by this office. Thereafter the list of products along with its prices and discounts for CPC will be circulated to all the Master Canteens and Subsidiary Canteens. The products should be publicized among the personnel up to section level by all the offices, establishments and units and their requirements should be considered through Subsidiary Canteens by the Master Canteens.
- ii) **Master Canteen**- As the second tier, the Master Canteens will receive the demand of products from the Subsidiary Canteens working under the specific Master Canteen. Then the Master Canteens will send the demand to the concerned firms for supply of such items. The firms will supply the products to the Master Canteens. Master Canteens will further make payments to the firms on receipt from Subsidiary Canteens. Master Canteens are largely the warehousing depots.
- iii) **Subsidiary Canteens**- As the third tier, the SCs will receive the demanded products from Master Canteens on payment of the bills to the Master Canteen for further purchase by the personnel for their personal use. In exceptional cases, the direct supply can also be made to SCs only after routing the bills through Master Canteens.

PROCEDURE FOR REGISTRATION OF FIRMS:-

Any established firm/manufacturer legal body authorized to do so with proper credentials can submit an application form as prescribed by the Central Police Canteen for registration as a supplier and the applications will receive fair and impartial consideration, in view of customer interest & branding choices. CPC endeavor to promote brands of well reputed firms in the interest of the consumers. It is a policy of CPC that it deals with manufacturer directly and not through any agent/intermediaries for registration. In cases, where the manufacturers do not undertake marketing by themselves. All India Sole Marketing agent/distributors appointed by the manufacturer may be accepted as a supplier. In such cases, a letter of authorization from the manufacturers to the marketing agent clearly spelling out that he is the sole authorized agent for all of its products at all India level. An agreement in this regard be prepared on non-judicial stamp paper of Rs. 100/- (Rupees One hundred only) which will be duly notarized.

The firms applying to CPC should be:-

- a) An Income Tax payee.
- b) Registration under factories Act (may be exempted at the discretion of the competent Authority in respect of Cottage Industries and others of similar nature or of reserve category)
- c) Small scale Industries should be registered as a Small Scale Industry.
- d) Registered under State & Central Tax as per the existing rules from time to time.
- e) Should possess Registration Certificate and Constitution of the firm as per the provision of existing Act.
- f) In the case of electrical and electronic gadgets, the products must confirm to BIS Specifications or desired specifications. In other cases BIS/ Applicable Specifications would be an added advantage.
- g) In the case of food and edible products, they should have FSSAI stamp. If needed, the products would be got tested in Composite Food Laboratories (CFLs)/ NABL accredited Labs. CPC will take final decision on the basis of the report given by such labs.
- h) All the points given in registration form and any other relevant points as approved by CA.

Eligible firms interested in doing business with CPC have to fill in the 'Form of Application' for seeking Registration as approved suppliers to CPC and submit to CPC Central Office. All columns in this form are to be correctly filled; attaching additional sheet of paper to furnish full details where the space provided in a column is inadequate. Due care should be exercised in filling up of technical data, terms and rates columns as information given herein are to be explicitly clear and all relevant details are to be indicated for clear understanding and smooth future operations. The form is to be signed by proprietor/Sr. Official of the firm or by an authorized representative of the firm who holds the authority to sign documents of financial nature, binding the company to contractual obligations. A bank draft amounting to Rs.5000/- (may be changed time to time as per decision taken in future) be enclosed with the application as application fee. The bank draft will be prepared in favour of CEO-cum-GM, CPC payable at State Bank of India, CGO Complex.

PROCESS OF FIRM REGISTRATION AND INTRODUCTION OF NEW ITEMS

- (a) Letters will be received in the Central Office, CPC along with price list of items to be supplied by the manufacturers / suppliers.
- (b) CPC Headquarter will process the request made by the firms / manufacturers and if required items will be got tested through Composite Food Laboratories (CFL) or NABL accredited Labs. When the samples are found

appropriate for consumption by clientele / consumers, a market survey will be carried out by a team of CPC to verify the rates from the local market besides verifying the popularity of the items in the local market at least for last one year. If there are any discrepancies in the documents by the suppliers, same should be informed to the suppliers in writing to rectify the discrepancies observed by Central Office CPC. The facility may be visited or should be seen through Video and photography provided along with documents.

(c) On completion of above codal formalities, CPC HQr will prepare a list of firms that have applied for registration with CPC giving all important details of the firms and will submit before the Pre Price Negotiation Committee for selection and recommendation who is to be considered for Price Negotiation meeting between Central Purchase Committee and authorized representatives of the firm.

(d) On selection of firms by the Central Purchase Committee for calling price negotiation meeting, CPC HQr will inform the supplier concerned about the date of price negotiation meeting and other aspects if any directed by the Central Purchase Committee.

(e) After processing and fulfillment of above required conditions, if CPC considers it appropriate for sale through master canteens / subsidiary canteens, then it will be placed before the Purchasing Committee for negotiations.

(f) The purchase committee once approves the item(s) and finalizes the rates after negotiations, CPC HQr will prepare final negotiated list and obtain signature of the representative attended the meeting and then send it to the Central Purchase Committee members for signature. Consequently, all master canteens will be intimated about the rates negotiated by the Central Purchase Committee by the Central office, CPC. Based on this, these master canteens will place the orders under intimation to Head Office. The firms are required to pay the registration fees along with the product fees prior to dispatch of Acceptance letters.

(g) Intimation regarding rejected cases is simultaneously sent to the concerned parties duly mentioning the reasons for rejection. The firms are to be directed to bring the samples at the time of negotiation for display /perusal of the PNC board and the same is taken back by the concerned firms on same day after completion of negotiation.

(h) On completion of negotiation, firms which qualified the negotiation process and whose rates of products approved by the Central Purchase Committee will have to deposit a sum of Rs.15000/- as firm registration fee and Rs.1500/- per product as product registration fee drawn in favour of CEO-cum-

GM, CPC payable at SBI. CGO Complex, New Delhi. Price acceptance letter will be forwarded to the firm by CPC HQr only on receipt of required fees.

(i) After receiving price acceptance letter from Central office, CPC, supplier of the firm would be under obligation to supply the goods to Master Canteens functioning at different part of the country under conditions agreed upon with the Central Office, CPC/Purchase Committee.

(j) It should be clearly understood and agreed that the products having been offered and agreed to be introduced in the CPC, neither the manufacturers nor distributors/agents would deal directly with any of the Central Police Forces who are covered and catered to by this department. Any violation of this provision would entail cancellation of outstanding orders and delisting of the firms product from the CPC list.

(k) The delivery against an order will have to be as per the agreed dispatch terms as specified in the order by the CPC. The delivery schedule of first order will be maximum 60 days. In case the order is not executed within the prescribed period, the firm will be put up to Price Negotiation Committee for deletion without notice. In this regard necessary comments will be asked from the firm and explanation will be required within 30 days. Failing to do so "A Show Cause Notice" can be put up to the firm for non-supply of such items. Even if the firm fails to do so in 30 days of the notice, the firm will be put up before the Price Negotiation Committee for their consideration for delisting for factors beyond the genuine control of supply of the firm towards supply. The same may be placed before the competent body for final decision.

(l) As per policy, the terms of dispatches of stores are for Master Canteens. However in exceptional case, firm can supply to Subsidiary Canteen after routing the bill through Master Canteen

(m) For unsafe products strict quality check will be maintained by the CPC and products will be periodically sent for testing. In case a product fails in quality check, further orders will be withheld and penalty will be levied which may also include delisting of products (However, before effecting deletion of items on quality grounds, comments within 30 days will be sought from the supplier and if not received in time, the necessary action as per discretion of PNC will be taken). However, a stringent view may also be taken on the complaints on quality which if found on the wrong side may be put up for PNC for decision.

(n) Supply of Against Firm Demand (AFD) items like TVs, Refrigerators, Air Conditioners, Cars, Music System, Washing Machines for which CPC does not keep in regular stocks like other items, but orders for which are placed by CPC MCs only against demand from clientele through Master Canteens, firms are to

execute supply from their outlets co-located with CPC Master Canteen/Subsidiary Canteen. It is also incumbent on the part of the firm to provide prompt after-sales-service to back up the sales of their AFD items for which purpose they must indicate names and addresses of such centers in an affidavit to cover all Master Canteen locations.

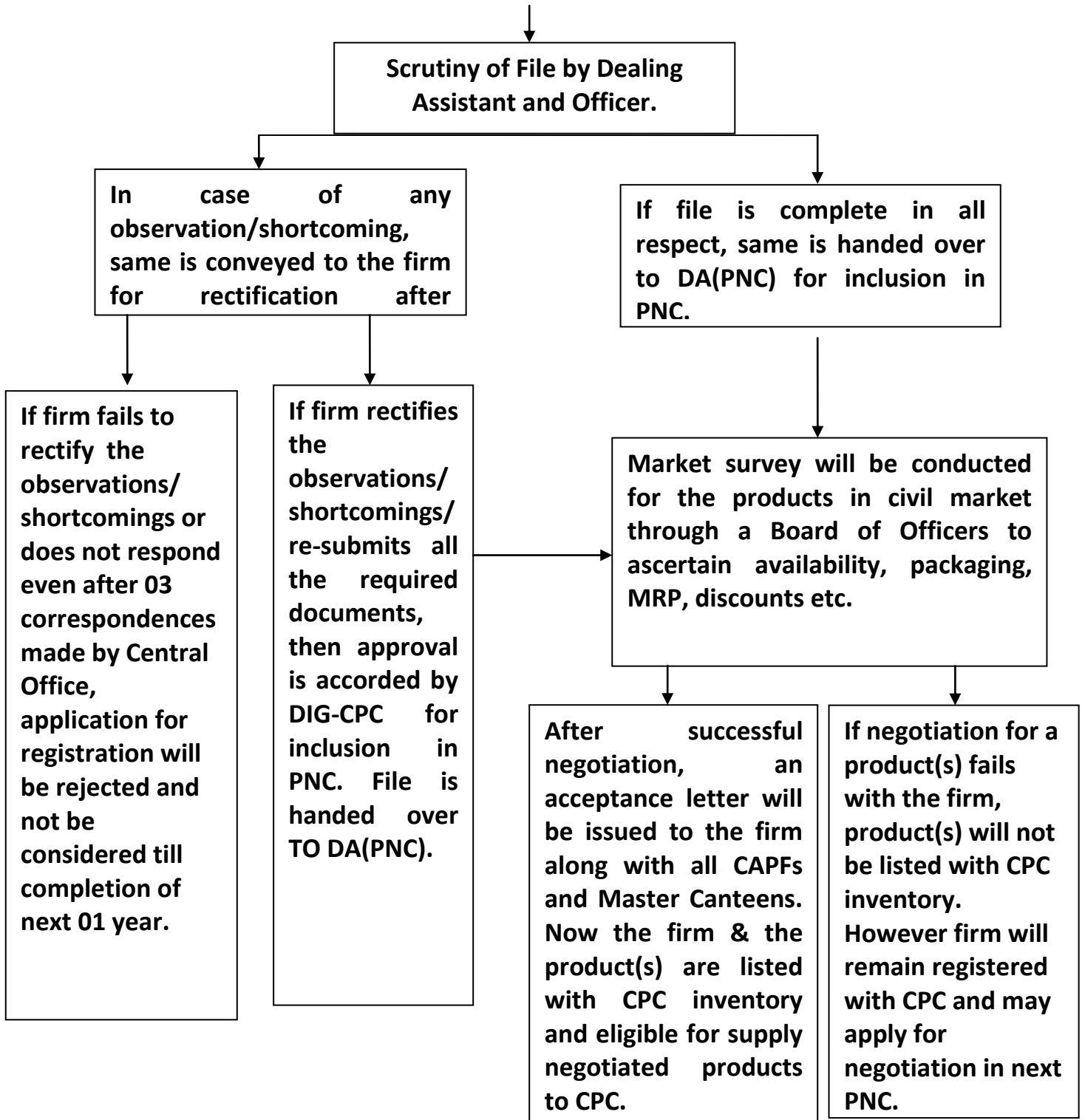
(o) The CPC wishes to make it categorically clear that any supplier delivering/dispatching stocks in excess of quantity ordered shall do so at his own risk and expenses and the CPC is not obliged to regularize the excess supply by any covering order at a later date. The excess supply so received will not be accepted if delivered personally or will be back loaded to the supplier on 'freight to pay' basis at his risk and expense. The CPC will neither entertain any claim nor correspondence on this subject in any manner.

(p) It is the responsibility of the supplier to obtain GSTN number and octroi exemption certificates, wherever applicable.

(q) Discrepancy in quality and quantity in the consignments received at the Master Canteen would be reflected in the debit notes prepared by the consignee Master Canteen to the suppliers account. In case where replacements have subsequently been provided, credit notes would be raised and adjusted in the suppliers account on the same lines as debit notes. Willful act of omission/commission in quality shall lead to deletion of items from CPC list and blacklisting the supplier.

PROCESS FOR REGISTRATION OF FIRMS WITH CPC INVENTORY

**Application along with documents
received at Central Office with
registration fee**



PRICE REVISION AND CHANGE OF PACK:-

(a) Subsequent to introduction of the item, if the supplier at any time desires to either change the case pack of the item or seek increase in prices, he has to approach the CPC Central Office giving following particulars for the consideration and approval of the request :-

- (i) Details of article with Index No.
- (ii) Brand Name
- (iii) Change in weight/pack, if any
- (iv) Date of revision of prices in civil market
- (iv) Details of dealers/stockiest in area of Master Canteen
- (v) Reasons for price increase/decrease with full-justification.
- (vi) Any other details
- (vii) Printed price list for wholesalers/distributors and dealers, duly authenticated.

(b) The letter containing above details should be addressed to the Central Office, CPC, New Delhi and till approval of the above is received in writing from CPC, neither the packs specifications nor increased rates are to be put into effect. All outstanding orders with the supplier will be executed as per the existing terms and conditions and the supplier is not to wait for the approval of the changes proposed by him for executing old orders.

(c) If any increase/decrease in the levies is announced by the Government, the suppliers are required to convey the same to CPC, Central Office Delhi, and seek written approval of CPC Central Office Delhi for charging increased/decreased rates. No supply should be made without getting the approval of CPC Central Office Delhi, charging the increased/decreased rate unless the supplier is continuing invoicing the products at the pre-revised decreased rates.

(d) The request for change of pack would be considered by the CPC and normally a decision would be communicated to the supplier after approval. So far as request for price increase is concerned, the department would carry out a market survey to ascertain the retail and wholesale rates, with or without taxes in the market, to establish the price differential between the market and CPC procurement rates as well as across the counter retail rate in CPC. This is required to be maintained at all times.

e) The request made by the supplier along with the market survey report as indicated above with details of price differential worked out for easy understanding would then be put up to the Chairman, PNC who will examine the proposal vis-à-vis the introduction proceedings, the last price revision case and approve the revised rates or otherwise. CPC will communicate the decision thereafter to the supplier and future

orders would be placed for revised rates. In case the price differential is found to vary, either a counter offer would be made to the supplier, indicating the percentage of increase that can be permitted by the CPC or the firms representative called for direct negotiations to arrive at a consensus. Thereafter with the approval of the competent authority, the increase in rates would be intimated to the supplier.

The operations are present at the pan India level and involve the CAPFs along with the State Police forces to provide consumer goods to all the beneficiaries.

The proposed transformation would entail a series of steps for the achievement of the stated objectives, from where we are, to where we want to go present large possibilities and scope for enhancement in the ways and means of the present functioning of the CPC. Coping up with rapid change, would require a relook at the structure and function of CPC to gear it up for organized and smooth future growth. This would mean that CPC would require better SOPs, IT supported systems and Training along with structural and procedural streamlining.

The methods of transformation to be formulated need re-design/re-engineer the flow of material and money in order to transfer benefits to beneficiaries by putting in place relevant and transparent processes that will be supported by appropriate IT system and organizational structures.

Information about Central Police Canteen (CPC) is also available on its website

www.cpcmha.gov.in

CHAPTER-2

ABBREVIATIONS & DEFINITIONS

1. Abbreviations:

Throughout this tender documents, the word/ term:

"MHA" means Ministry of Home Affairs.

"CPC" means Central Police Canteen.

"MC" means Master Canteen.

"SC" means Subsidiary Canteen.

"CAC" means Central Administrative Committee.

"PNC" means Price Negotiation Committee.

"BSF" means Border Security Force.

"CRPF" means Central Reserve Police Force.

"ITBP" means Indo Tibetan Border Police.

"SSB" means Sashastra Seema Bal.

"IB" means Intelligence Bureau.

"CBI" means Central Bureau of Investigation.

"RA&W" means Research and Analysis Wing.

"NTRO" means National Technical Research Organization.

"NIA" means National Investigation Agency.

"NCB" means Narcotics Control Bureau.

"NSG" means National Security Guards.

"SPG" means Special Protection Group.

"AR" means Assam Rifles.

"FA" means Finance Advisor.

"DA" means Dealing Assistant.

"Day" means Calendar day.

"Working day" means Monday to Friday in week.

"Tender" means tender number CPC/ DA-XII/ 2017-18

"EMD" means Earnest Money Deposit.

"ERP solution" means Software solution for ERP.

"Buyer" means Central Office, Central Police Canteen, New Delhi.

"Bid" means the document and financial details submitted by bidder.

"Bidder" mean the eligible and qualified Software Solution developers.

"CAPF" means Central Armed Police Force.

"Security deposit (SD)" means 5% amount of the Order Value deposited by the Bidder and retained till the successful completion of the project as long as the bidder fulfils the contractual agreement.

"Authorized Signatory" means the bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.

"Contract" means the agreement entered into between Central Office, CPC and the selected bidder(s) in terms of clauses mentioned.

"PSD" means Performance Security Deposit (also called as Security Deposit/Bank Guarantee).

"Buyer/ Tendering Authority" means Central Office, CPC in this Bid Document.

“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good.

“Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to Central Office, CPC under the Contract.

“Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

“RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the RFP.

CHAPTER -3

Invitation for Submission of Request for Proposal (RFP)

Tender No. CPC/TENDER/DA-XII/ ERP/1/2017

DATE.....2017

M/s

.....

Dear Sir/ Madam,

Sub: PREPARATION, DEVELOPMENT AND IMPLEMENTATION OF ERP SOLUTION FOR TRANSFORMATION/MODERNIZATION IN CPC SYSTEM

- I. Central Office, CPC, New Delhi invites submission of bids for the subject job under "two-bid system" in complete accordance with the following details and enclosed Tender Document.
- II. It is not permissible to transfer this invitation to any other firm.
- III. A firm will be selected under Quality & Cost Based Selection (QCBS) and in a Proposal format as described in this RFP, in accordance with the criteria mentioned in this document.

S.N.	Nature of the project	Development and implementation of ERP solution for transformation/modernization in CPC system
1.	Cost of Bid Document (non-refundable)	₹ 500.00
2.	Earnest Money Deposit (EMD)	₹ 200000.00
3.	Publishing Date in Website th 2017
4.	Document Download Start Date	... th 2017
5.	Date of pre bid after receipt of queries nd 2017
6.	Bid Submission - Closing Date & Time th 2017 upto Hrs.
7.	Technical Bid - Opening Date & Time	... ^h 2017 at Hrs.
8.	Date & Time of Technical Presentation	Will be intimated later to the bidders
9.	Date & Time of opening of Financial bids	Will be intimated later to the bidders
10.	Website for downloading Tender Document, Corrigendum,	http://www.cpcmha.gov.in

	Addendums, etc	<hr/>
11.	Bid Validity Period	180 Days from the date of opening of bid

Contact Officer:

Sh. Naveen Mohan Sharma, Comdt
Ph. No: 011-24365547
Fax: 011-24362550
Mobile: 9913098450

- IV. If any of the days specified above happens to be a holiday in Central Govt offices, the next working day shall be implied.

CHAPTER-4

GENERAL INFORMATION TO BIDDERS REGARDING PROCEDURE FOR SUBMISSION OF BIDS -

1. The Bid document may be obtained in person from Central Office, CPC, CGO Complex, Lodhi Road, New Delhi or downloaded from the web site www.cpcmha.gov.in and submitted along with document fee of ₹ 500.00(₹ Five hundred only) (non refundable) through demand draft in favor of CEO-cum-GM, Central Office, CPC payable at New Delhi, along with Technical Bid. There is no exemption from payment of bid document fees and the bids without requisite fee shall not be accepted.
2. Interested bidders are advised to study the present website and document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
3. The Bidder shall bear all costs associated with the preparation and submission of its bid and Central Office, CPC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
4. Central Office, CPC reserves the right to award the work, modify/ cancel the award without assigning any reason. Initially the contract will be for six months extendable up to one year with a review, at the discretion of Central Office, CPC based on prevailing business requirement and satisfaction of Central Office, CPC authorities.
5. **Financial Bid**
 - a) The bidder shall indicate the prices as specified in the format given at Annexure-9.
 - b) The bidders should quote their most competitive prices.
 - c) All prices should be clearly written both in figures and in words. Bidders should ensure that there is no alterations / corrections in the prices submitted by them.
 - d) In case of a discrepancy between the prices in figures and words, the prices in words will be considered correct.
 - e) The prices quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

7. **Security Deposit/EMD**

- a) The bidder should enclose EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Demand Draft drawn in favour of CEO cum GM Central Office, CPC and payable at New Delhi, with the Technical proposal/bid.
- b) The bids without EMD shall be summarily rejected.
- c) The successful bidder shall in addition be required to deposit Performance Guarantee (Security Deposit) equivalent to 5% of contract value to Central Office, CPC before release of his EMD. The Performance Guarantee shall be in the form of Bank Guarantee issued from a nationalized bank in favour of "Central Office, CPC" to be valid up to 90 days after completion of contract. This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the bidder from time to time as required by Central Office, CPC.
- d) Earnest money will be returned to unsuccessful bidders without interest within 90 days after award of contract or setting aside the tender, as the case may be.
- e) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
- f) EMD should be valid for 225 days from the date of opening of the Bid.

8 **Acceptance of offer**

Central Office, CPC reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

9 **Excuse from Claim**

The Bidder at no point of time can excuse themselves from any claim by Central Office, CPC whatsoever for their deviations in conforming to the terms and conditions, payment schedules, time frame for implementation etc. as mentioned in Bid document.

10. **Adherence to Schedule**

The Bidder has to adhere to the time schedule of activities mentioned in the Bid and no request to change the last date or extend period/time for submission shall be entertained by Central Office, CPC. However, Central Office, CPC reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.

11 **Presentation Before Technical Committee**

The Bidders will be required to make presentation at their own cost.

12 **Submission of Bid**

The Bidders shall submit their Bids in two separate sealed envelopes:

- (i) Technical Bid and
- (ii) Financial Bid

The tender is a "Two Bid" document. The Technical Proposal should contain all the relevant information and desired enclosures in the prescribed format along with Cost of Tender Document and Earnest Money Deposit (EMD). The Financial Proposal should contain only financial Bid as per Annexure 9. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

The Bid Document should be submitted as mentioned in this clause only on the tender document. Submission of Technical Bid and Financial Bid in any other format may result in invalidation of such bids. Bid submitted cannot be modified after the submission of the bid offers.

All information called for in the enclosed Annexure should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexure or deliberately suppressing the information may result in the bidder being summarily disqualified.

Offers sent by post should be sent by Registered/Speed Post so as to reach us before closing date i.e byth, up-to Hrs with an acknowledgment due. Central Office, CPC shall not be responsible for any delay/ loss of offers sent by post. Bids may be submitted by hand also to Central Office, CPC, Block 1, CGO Complex, Lodhi Road, New Delhi-03.

13 **Bid Response Format**

- The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Bid Document. The bidder shall use the following format to submit the response:
- The documents of the Technical Bid shall be placed in sealed envelope clearly marking it as "Technical bid for Development and implementation of ERP solution for transformation/modernization in CPC system.
- The financial Bid shall be placed in separate sealed envelope clearly marking it as "Financial Bid for Development and implementation of ERP solution for transformation/modernization in CPC system.

The above two envelopes shall be placed in third envelope, which shall also be appropriately sealed and marked it as "Tender for Development and Implementation of ERP solution for transformation/ modernization in CPC system.

14. Right to Termination/Cancellation

Notwithstanding anything contained in this document, Central Office, CPC, reserves the right to cancel/terminate the bid/offer process without assigning any reason whatsoever, at any time, prior to signing the contract and Central Office, CPC shall have no liability for above-mentioned actions.

15. Authentication of Bid

The Bid document should be typed and there should not be any overwriting or cutting or interpolation. Signatures and official stamp of bidder's authorized person should be put at the bottom on each page of the bid document. The Bid Document shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped and notarized Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person signing the Bid Document shall sign and stamp at the bottom of all pages of the Bid Document and each page of the bid document should be properly numbered and submitted as a package along with forwarding letter on bidder's letter head. All the Bidders have to abide by all the terms and conditions mentioned in this Bid document.

16. Address for Submission of Bids

Bid Document complete in all respect shall be addressed to:
Central Office,
Central Police Canteen,
Block 1, CGO Complex,
Lodhi Road,
New Delhi-110003

In addition to the above, all envelopes including the inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as required, Central Office, CPC will assume no responsibility for the Bid's misplacement or premature opening.

17. Late Bids

Any Bid received by *Central Office, CPC* after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. *Central Office, CPC* shall not be responsible for any postal delay

or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

18. Opening of Bids

Central Office, CPC will open Technical Bids as per schedule. The bidder may depute his/their authorized representative for the event. The Bidder's representative who is present shall sign the attendance roll evidencing his/her attendance. Even if no representative of the bidder is available, the Bids would be opened as per schedule. In the event of the specified date of Bids opening/presentation being declared a holiday for Central Office, CPC, Bids shall be opened at the appointed time and location on the next working day.

19. Announcement of Bids

The Bidder's names, modifications, if any, in the Proforma and the presence or absence of requisite fees and such other details will be announced at the time of opening of Bids. No Bid shall be rejected at the time of Bid opening except for late submissions.

20. Clarification of Bids

To assist in the examination, evaluations and comparison of bids, Central Office, CPC may, at its sole discretion, ask the Bidder for clarification on the Bid submitted. The request for clarification shall be in writing by post or email. The response shall be submitted in writing by registered/speed post or by email duly signed by authorized representative.

21. Completeness of Bids

Central Office, CPC will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Bid Document. Information must be furnished in comprehensive manner against each column of Bid Document.

22. Rectification of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained. There should be no interlineations, erasures, alterations, fluid-marking, additions or overwriting in the financial bid. Arithmetic errors in bids will be considered as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

23. Rejection of Bid

The Bid shall be submitted duly filled by obtaining from Central Office, CPC/downloading Bid document from website. Bids submitted by Fax or e-Mail would not be entertained.

Bid may be rejected at any stage of the evaluation if it is found that the firm has provided misleading information or has been blacklisted by a Central or any State Government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, Central Office, CPC reserves the right to reject such a bid at any stage.

24. Validity of Bid

Bids shall be valid for acceptance for a period of at least 180 days after the last date of submission of bid. The Bid with lesser validity period is liable to be rejected. However, this is subject to the validity period of bid being extended further, if required, by mutual agreement from time to time.

25. Opening of Financial Bids

Financial Bids will be opened only of the top 3 ranked in technical evaluation on date which will be intimated later to the top 3 technically qualified bidders. The name of Bidder and bid prices shall be announced by Central Office, CPC during opening of Financial Bid.

The date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated by email and by displaying the same on the website of Central Office, CPC <http://www.cpcmha.gov.in> only.

26. Pre-bid Meeting

A pre-bid meeting will be held on 13.12.2017 and 14.12.2017. If there would be any change in date, then same will be informed to the Bidders. The Bidders or their official representatives will be invited to attend the pre-Bid meeting. Bidders may confirm their participation one day in advance. All the queries raised in the same shall be clarified within a week by uploading it on CPC website as well as email to the concerned bidder. CPC may make modifications to the RFP, if necessary, as a result of pre-Bid meeting. All such modifications made to the RFP by CPC will be issued as a Corrigendum to the RFP and shall be uploaded on the CPC website. CPC reserves the right to cancel the pre-Bid meeting without assigning any reason.

28. Intellectual Property

All intellectual property submitted to Central Office, CPC during the bid evaluation process or during subsequent phase for the successful bidder will become the intellectual property of Central Office, CPC.

29. Tour & Travel

In the eventuality of any domestic travel being necessitated to complete the project, the actual for journey and stay of the consultant team would be borne by the consulting firm.

30. Warranty and Annual Maintenance Contract:-

(i) The selected Bidder will have to provide warranty for five years to the ERP solution provided to CPC by the Bidder from the date of complete roll out of project/ERP pan India with no extra cost.

(ii) The selected Bidder will have to provide Annual Maintenance for two years to the ERP solution provided to CPC by the Bidder from the date of complete roll out of project/ERP pan India with no extra cost.

(iii) The selected Bidder shall support the software solution during the period of warranty and AMC from the date of complete roll out of project/ERP pan India with no extra cost.

(iv) During the warranty and AMC period, the Bidder will have to undertake comprehensive support of the software solution supplied by the Bidder and all new versions and releases and updates for all standard software to be supplied to CPC at no additional cost. During the support period the Bidder shall maintain the software solution to comply with parameters defined for acceptance criteria and bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirement and transport charges

from and to the Site(s) in connection with the repair/replacement of the software solution, which, under normal and proper use and maintenance thereof, proves defective and design, material or workmanship or fails to conform to the specifications, as specified.

(v) During the support period (Warranty and AMC), the Bidder shall ensure that services of professionally qualified personnel are available providing comprehensive on-site maintenance of the Software Solution and its components as per the CPC's requirement. Comprehensive maintenance shall include among other things, day to day maintenance of the Software Solution as per the CPC's policy, reloading of Software, compliance to security requirement etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the CPC, find tuning, system monitoring, log maintenance etc. The Bidder shall provide services of an expert professional at location(s) wherever required, whenever it is essential. In case of the failure of the Software Solution, the Bidder shall ensure that the Software Solution is made operational to the full satisfaction of the CPC within the given timeline.

(vi) Support (Warranty/AMC) for the software solution would be on-site and comprehensive in nature and must have back to back support from the OEM/Bidder. The Bidder will warrant product against defects arising out of faulty design etc. during specified support period.

(vii) In the event of system break down or failure of any stage, protection available which would include but not limited to the following shall be specified.

- (a) Diagnostic of identification of system failures.
- (b) Protection of data/configuration
- (c) Recovery/restart facility
- (d) Back up of system software/configuration

(viii) Prompt support shall be made available as desired in this RFP during the support period at the location(s) as and when required by the CPC.

(ix) Bidder support staff should be well trained to effectively handle query raised by the CPC or its consumers.

31. Eligibility Criteria:-

(a)General eligibility:-The RFP can be responded by software companies certified with CMMI Level 03 and above and having ERP design/development/implementation categories of companies can be

govt, semi-govt and private companies with at least 02 years of experience in the set categories.

(b) Pre-qualification criteria:-

S. No.	Pre-qualification criteria	Required details
1.	Certificate of Registration	The firm should possess and furnished proof of certificate of registration/incorporation. It should also provide the PAN and GSTN number.
2.	The organization/company must have positive net-worth as on 31 st March 2017.	Certificate by Chartered Accountants or Statutory auditors of the Bidder. Please provide the unaudited financial statements of 2016-17 (if not available).
3.	Is an agency/firm with ERP design/development/implementation	Article of Association of the Bidder company and its registration papers.
4.	Experience of having successfully completed 02 ERP/similar projects during last 02 years as on 31/10/2017.	Completion certificate from the client OR Work order + self-certificate of completion (Certified by the authorized signatory) OR Work order + phase completion certificate from the client OR Work order along with proof of payments received from the client OR Testimonials endorsed by the client + self-certificate of completion (Certified by the authorized signatory).
5.	Details of Company profile, strength and expertise in ERP solutions.	(a) Company background, history and by the proposer is qualified to provide the services described in this RFP. (b) A description of the Firm's structure, including resumes of the Principle's, Project Manager and Professional Staff (Qualification, expertise, level of involvement etc.) who would

		work directly with CPC.
6.	The Bidder must not be blacklisted/debarred/suspended/banned by any Ministry/Department of State or Central Government/PSU on the last date of firing of responses to this RFP.	A self-declaration stating to this effect is required to be signed by authorized signatory of the firm with seal.

32. Verification of documents:-

Documents/ Certificates submitted by vendors will be verified with concerned Authority/Party/Firm/User. If any Certificate or Information submitted as a part of Bid is found false, fake or manipulated, award of contract, if already done, shall be cancelled at that stage of contract only without making any payment to the Bidder. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Central Office, CPC and the BUYER (Central Office, CPC) shall not be required to assign any reason thereof.

SCOPE OF WORK

1. CORE OBJECTIVE:-

The core objective of proposed transformation/automation in CPC system is to provide hassle free canteen services to CPC consumers in a fair and transparent manner based on a robust decision support system. The proposed automated system should be designed and developed in such a manner that CAPF's jawans and their families can be able to purchase quality products of their choice at best price after in depth market understanding and evaluation. Customer's after sales service would also be an integral part of the project.

2. SCOPE OF INFORMATION TECHNOLOGY SET UP:-

The overall business operations of CPC would be based on underlying integrated information technology platform. A robust ERP solution will help increased efficiency, transparency, integrity and accountability in the system. It will form the backbone of CPC business operations. Automating the backend supply chain operations at Master Canteens integrated with Central Office, CPC and Subsidiary Canteens as well as vendors (restricted integration), the objective would include-

(a) Registration of Firms/Vendors:-

- (i) Online application for registration.
- (ii) Online submission of documents by vendors.
- (iii) Process of Price Negotiation committee (PNC).
- (iv) Approval/rejection for registration of firms.
- (v) Notices/Alerts to vendors for various criteria in terms of delisting and subsequent auto-delisting.
- (vi) Flash messages to Master canteens and Subsidiary Canteens about new registration/listing of new firms and products and delisting/deletion of existing firms and products.

(b) Demand Forecasting and Ordering, Inventory Management and Replenishment:-

- (i) Distribution and logistics
- (ii) Vendor credit management and payment system.

(c) Standardizing the retail front and systems for:-

- (i) Point of sale

- (ii) Cash reconciliation
- (iii) Reporting

(d) Implementing uniform user authentication platform:-

- (i) Card/Mobile No. based authentication systems.
- (ii) Item wise monthly quota on purchase limits.

(e) Move towards a cashless CPC system:-

- (i) To introduce cashless payment systems at CPC canteens through various available means.
- (ii) Gradually mandate all transactions with vendors to be carried out electronically.

(f) Build a robust data analytics based system for policy and planning:-

- (i) Reporting and MIS
- (ii) Demographics consumption analysis and market study.

• **Hybrid Strategy :-**

Proposed ERP solution should be able to run in both online as well as offline mode. Taking into account geographically remotely located Subsidiary Canteens, where network is intermittent, proposed business solution should be able to run offline and get data synced when network is available.

(h) ERP Server:- ERP server(s) should be in place to host ERP applications and data. Proposed ERP server(s) should be able to integrate disparate applications and streamline management of CPC business system. CPC's areas of business activity, such as supply chain management, inventory management, decision support systems, online portals and online payment modules can be tied together with ERP. ERP server(s) should be able to connect CPC consumers through computers & mobiles.

(iv) Proposed Scope of Activities:-

The idea of proposed transformation is to equip the manpower/resources at all the tiers adequately with technological interventions, better/standard workflows and appropriate training enabling them to be guided by streamlined procedures and considered inputs for decision making, leading to a visible, efficient, tamper proof, accountable and transparent system of canteen services backed by integrity for the ultimate welfare of the jawans and their family members.

Briefly the scope of work can be divided into 6 broad activities:-

(A) System Analysis:-

This involves understanding the present system and process being followed at the various levels of Central Police Canteens and recommending the desired processes, systems for implementing the same on Pan India basis. The idea is to create a robust institutional framework with an efficient supply chain operation and better financial rigor and discipline leading to enhanced beneficiary experience. All this is required to be complemented by adequate and appropriate IT systems.

(B) IT Enabled system:-

This involves conducting a detailed review of the existing technical landscape and recommending and implementation of a digital interface and associated IT infrastructure to enable process optimization.

(a) At Central Office level :-

At Central Office level, CPC is looking for an ERP based business solution to address the following issues-

- I.** Online application by firms for registration with CPC.
- II.** Online submission of documents.
- III.** Online verification of documents, submitted by firms.
- IV.** Online approval/rejection for registration of firms.
- V.** Uploading of reports of market surveys for products of the firms by Central Office, CPC.
- VI.** Real time updation of PNC rates, signatures and final approval.
- VII.** A solution for comparison among products of various firms of same segment based on different criteria viz. quantity (gram, litre, number etc), category, flavor, ingredients, price etc for decision making.
- VIII.** Rejection of firms/products citing ground for rejection.
- IX.** Issuance of acceptance letters to all CAPFs, MCs and concerned firms and Uploading of negotiated detailed price sheet product wise, firm wise.
- X.** Integration with all Master Canteens and subsidiary canteens for flow of upward & downward information.
- XI.** e-office.
- XII.** Limited accessibility to firms to upload their promotional offers, upcoming schemes, newly introduced products etc.
- XIII.** Tracking of payments by Master Canteens to firms and outstanding dues.
- XIV.** Tracking of payments by Subsidiary Canteens to Master Canteens and outstanding dues.
- XV.** Tracking of transfer and reconciliation of Development Charges at all tiers.

- XVI.** Creation of e-database and files and integration with other tiers for various types of correspondences with them.
- XVII.** Automatic electronic updating of various records/information of firms, Master Canteens & Subsidiary Canteens and newly introduced policies etc.
- XVIII.** Performance Measure Analysis:- Central monitoring of transactions (Sales inventory, fund generation & utilization) of all MCs and SCs and subsequent electronic report generation for decision making. Models for report generation for vital KPI (Key performance Indicators like network and coverage, discounts level achieved, System performance, SOP compliance, GST compliance etc) along with total daily/monthly/quarterly and annual sales, balance sheet, profit & loss account, module for daily, monthly, quarterly, half yearly and annual sales report consolidated & segment/product wise. Details of monthly or annual turnover at the Master Canteen & Subsidiary Canteen level separately for each CAPF/State Police organization and centrally at Central Office level across various regions.
- XIX.** A dashboard at Central Office, CPC integrated with all MCs and SCs, duly updated inventory details of all MCs and SCs, demand generated by Subsidiary Canteens, indents placed to vendors by Master Canteens, availability of fund & infrastructure at all levels, payments and outstanding dues, status of daily transaction summary by MCs & SCs at the end of the day.
- XX.** Real time Messaging System:- A module for sending alerts to all CAPFs, MCs, SCs and on website (Mobile App also) of CPC regarding offers/discounts/new introduction of products/listing & delisting of firms & products.
- XXI.** Tracking of issues of unsold/expired/damaged stocks between MC & firms.
- XXII.** Stoppage of sales at MC & SC level in case of non- payment of dues after specified period of time.
- XXIII.** Provision for addition/deletion of various information, photographs and videos.

(b) At Master Canteen level:-

At Master Canteen level, a business solution is required to address the following areas of concern -

- I. Inventory Management:-** There is a need to create a supply-chain management system integrated with Subsidiary Canteen at one end and Central Office at the other end. Solution should be

able to track and report product wise daily sale and balance, set alerts for replenishment and overstocking, linkages of updated stock balance to ledgers.

- II. Procurement Management:-** Enabling need and demand based procurement, new arrivals, ongoing discounts/promotions, record and exchange shipment notices & match invoices, online generation of purchase order, tracking of purchase order.
- III. Order Management:-** Enabling consolidation of product wise/firm wise orders received from its Subsidiary Canteens, creation of new orders based on various criteria viz. upcoming weather, season, festivals, consumption trend analysis etc; managing orders with multiple sources matching of demands from SCs with stocks held with Master Canteen, logistics linked with ledgers, tracking of orders placed to firms, tracking of shipment from vendor to MC, automated shipping notes, reporting etc.
- IV. Demand Forecasting:-** Enabling analysis of past sales/consumption trend product wise, forecasting of demand based on upcoming weather season, festivals, feedback etc. Demand for newly introduced products in CPC.
- V. Payments, Accounting & Tax management:-** Ledger maintenance, inward & outward payment schedule, tracking of inward and outward payments, cash management, generation of bills/invoices, management of Development Charges, cashbook adjustments & reconciliation, GST compliances.
- VI.** Provision of addition/deletion of information/photographs/videos by Master Canteens on CPC web portal.

(c) At Subsidiary Canteen level :-

- I. Inventory Management:-** Need to create a supply chain management system integrated with its Master Canteen at one end and Central Office at the other end. Enabling to track and report daily product wise sale and balance, set replenishment alerts & overstocking, linkages of updated stock balance to ledger.
- II. Demand Forecasting: -** Enabling analysis of sales/consumption trend product wise, forecasting of demand based on upcoming weather season, festivals, feedback etc. Demand for newly introduced products in CPC. All to account for consolidated order summary.
- III. Order Management:-** Enabling need and demand based order generation, new arrivals, ongoing discounts/offers, matching of

invoices, online generation of supply orders, tracking of orders, creation of new orders based on various criteria viz. upcoming weather season, festivals, feedback etc, tracking of supply orders placed to MC, matching of inventory received with supply order placed for, logistics linked with ledgers, reporting.

- IV. Payments and accounting:-** Ledger maintenance, Payment schedule to MC, cash management, daily sale management, cashbook adjustments and reconciliation, management of Development Charges.
- V. Feedback/suggestion by consumers:-** A module for receipt of suggestion/feedback from CPC consumers and forwarding it to Master Canteens and Central Office.
- VI. Shelf management:-** Enabling proper layout of products in shelves category wise with equal opportunity to all brands.

(C) SMART CARD:-

A Smart Card is required to be introduced in CPC system for employee authentication and item wise monthly purchase limit. Smart Card would contain details of employee i.e. name, rank, Force/IRLA number, dependents' details (their name, age and relation with employee), CAPF/Police to which he/she belongs, posted/attached to office/establishment and item wise monthly purchase limit. Employees' database should be integrated with CPC network so that any employee can make purchase from any CPC Subsidiary Canteen across India using his/her Smart Card. A mobile number of employee should also be synced with his/her Smart card and CPC network, so that in case of non-possession of smart card, he/she and his/her details can be authenticated by his/her mobile number. Provision of Add on cards and mobile numbers for family members should also be incorporated. Vendor has to design database for incorporation and maintenance of all relevant data of CPC consumers.

Cost of a smart card should be recommended separately. Cost incurring on preparation of smart cards will not be part of RFP.

(D) Training:-

Before and after roll out of the ERP a training module and schedule would be required to train approx 150 selected personnel for 03 days (each person) entrusted with canteen operations. Training will be conducted at a place in New Delhi arranged by Central Office, CPC.

(E) Web Portal and Mobile Application Software:-

A web portal is required to be developed on the line of e-commerce sites viz. Amazon, flipcart, Bigbasket etc. The web portal

— should enable CPC consumers to view, make comparison within categories and make online purchase of all the products listed with CPC inventory. There should be a cart management system in which a consumer should be able to choose all his/her products of interest and place them in that online cart. Purchases can be made on the basis of cart history also. Before payment a consumer should be able to review his/her cart for addition or deletion of products. Further, as a part of cart management, the web portal should enable the buyer to purchase the items from more than one Subsidiary Canteen in a single cart and picking up of purchased items by the buyer or his family members could be made from the concerned subsidiary canteens accordingly. A buyer should be able to make online payment for his/her purchases in a single go on cart basis irrespective of number of canteens involved in making up of his/her cart. This web portal should be integrated with an online payment gateway with multiple payment options viz. credit card, debit card, online banking, online payment wallets and Cash On Delivery (COD) at concerned canteens. On the same line a Mobile App of CPC will also be developed which should be able to run on Smart phones and tablets. Mechanism of product return policy, customer feedback and grievance redressal should also be incorporated.

Web portal and mobile app should be able to run on all available standard browsers like Google Chrome, Safari, Mozilla Firefox, Internet Explorer etc. and all standard operating system viz. ios, android, windows etc.

(F) ERP Server:-

ERP server(s) would be required to host the applications and data throughout CPC system. It is expected that approx 10% of the CPC clientele would be using CPC services routinely. Recommendation is to be made about requirements of server(s) at each MC, SC and Central Office level. A cost effective approach should be kept in mind while taking decision about servers as NIC cloud service- "Meghraj" may be made available free of cost.

To run the ERP solution smoothly at all tiers, a recommendation is to be made about requirement of hardware with their exact configuration. Recommendation should contain details of requirement of hardware at Central Office, Master Canteen and Subsidiary Canteen along with for networking of entire system and data servers.

Procurement of hardware will not be part of this RFP.

BID EVALUATION AND ELIGIBILITY CRITERIA

1. Bid Evaluation Process:-

The competitiveness of the bid shall be made on **QUALITY and COST BASED SELECTION (QCBS)**. In QCBS, initially the quality of technical proposal will be scored as per criteria announced in the technical part of the RFP. Only those responsive bids that have achieved at least minimum specified qualifying score in quality of technical bid will be considered further. After opening and scoring, the financial proposal of responsive technically qualified bidder, a final combined score will be calculated by giving predefined relative weightages for the score of quality of the technical proposal and the score of the financial proposal.

(i) Technical Evaluation:- Technical bid will be evaluated based on the technical criteria enumerated in technical part of the RFP.

Evaluation Criteria :-

S. N.	Criteria	Max Marks	Supporting Document	Annexure
1.	Years of operation in India >10 years = 10 marks >06 and up to 10 years = 8 marks >05 and up to 06 years = 6 marks >04 and up to 05 years = 4 marks 02 years and up to 04 years =2 marks < 02 years = No marks	10	Self-attested copy of Certificate of Incorporation	Annexure-4
2.	Revenue from Management Consultancy in India in 2016-2017. >Rs. 200 crores =10 marks >Rs. 150 cr and up to 200 cr = 08 marks. >Rs. 100 cr and up to 150 cr = 06 marks. >Rs. 50 cr and up to 100 cr = 04 marks. >Rs. 20 cr and up to 50 cr = 02 marks. <Rs. 20 cr = No marks India turnover of the consulting/strategic advisory division (excluding IT, Audit, M&A, Tax and Assurance, outsourcing, risk management, transaction advisory etc.) of the firm.	10	Certificate from Statutory Auditor	

3.	No. of management consultancy in retail chain/CSD sector for Central Govt./State Govt./PSUs in India, each of value (professional fee) greater than Rs. 20 Lakhs, completed in last 5 years and out of which number of those successfully running- >10 Projects = 20 marks. 08 to 10 Projects = 16 marks. 06 to 07 Projects = 12 marks. 04 to 05 Projects = 08 marks.	20	Self-certification by CEO/MD	
4.	CMMI Level Certified ERP/ *ERP similar Projects developer. CMMI Level 5 – 05 marks. CMMI Level 3 – 03 marks. Note – *ERP similar projects means the total IT solution having ERP as one of the key component, comply with at least 50% of the features mentioned in the scope of this RFP.	05	Self-certification by CEO/MD.	
5.	Value Addition (Demonstrate and recommend any additional feature/capabilities in proposed ERP, which are not specified in the scope). Excellent – 10 marks. Very Good – 08 marks. Good – 06 marks. Average – 03 marks.	10	As per evaluation committee	
6.	Concurrent sessions in proposed ERP. >4000 = 10 marks. >3500 and up to 4000 = 08 marks. >3000 and up to 3500 = 06 marks. >2500 and up to 3000 = 04 marks. 2000 and up to 2500 = 02 marks. <2000 = no marks.	10	As per RFP	
7.	The maximum Equipped Capacity in terms of registered users of proposed ERP. >3500000 = 5 marks. >3000000 and up to 3500000 = 4 marks. >2500000 and up to 3000000 = 3 marks. >2000000 and up to 2500000 = 2 marks. <2000000 = No mark.	5	As per evaluation committee	

8.	<p>Proposed Approach and Methodology – Demonstration of understanding of the Project’s objectives, scope and requirements. Following parameters will be examining for evaluation-</p> <p>(a) Clarity and depth of understanding of the project’s objectives, scope and requirements.</p> <p>(b) Fitment to the functional and technical requirements specified in the scope of work.</p> <p>(c) Design effectiveness built in redundancy, envisaged scalability aspects etc.</p> <p>(d) Completeness and responsiveness: The extent to which the proposal response exhaustively to all the requirement of CPC scope of work.</p> <p>(e) Risk identification and proposed mitigation plan.</p> <p>(f) ERP implementation plan.</p>	30	As per RFP	
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The Financial Bid would be open only of those Bidders qualifying the technical evaluation and score or mimimum fifty (50) marks.

(ii) Financial Evaluation:-

The Financial Bid would be open only of those Bidders qualifying the technical evaluation and score or mimimum fifty (50) marks.

The financial bid shall be opened in the presence of representatives of technically eligible bidders, who may like to be present. The Central Office, CPC shall inform date, place and time for opening of financial bids in due course.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation explained in section below.

Final evaluation of the bids:-

The final selection of the bidder will be based on QUALITY AND COST BASED SELECTION (QCBS).

There will be 60% weightage for technical evaluation and 40% weightage of financial evaluation.

The individual bidder's financial scores (FS) normalized as per the formula below:-

$F_n = F_{min}/F_b \times 100\%$ (rounded off to 2 decimal places)

Where :

F_n = Normalized financial score for the bidder under consideration.

F_b = Absolute financial quote for the bidder under consideration.

F_{min} = Minimum absolute financial quote.

Composite score (S) = $T_s \times 0.6 + F_n \times 0.4$

Where :

T_s = Technical score

The bidder with the highest Composite Score (S) would be awarded the contract.

CHAPTER-7

PROPOSED CONTRACT TERMS

(1) Income Tax/GSTIN Certificate-

PAN and GSTIN number should be quoted.

(2) Contract Documents-

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof to are intended to be co-relative, complementary and mutually explanatory.

(3) Language-

- (a) The contract as well as all correspondence and documents relative to the contract exchanged by the bidder and the Central Office, CPC shall be written in English language only. Supporting and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the contract, this translation shall govern.
- (b) The bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

(4) Notices-

- (a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified to the contract. The term " In writing" means communicated in written form with proof of dispatch.
- (b) A notice shall be effective when delivered or on the Notice's effective date, whichever is later.

(5) Applicable Law-

- (a) The Contract shall be interpreted in accordance with the laws of the Union of India.
- (b) Governing law and choice of forum :
The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts of Delhi (India).

(6) Deliverable-

The bidder whose tender is accepted shall arrange to start the services as mentioned in the bid documents.

(7) Payment Terms -

Payment term will be as follows-

S/No.	Deliverable	Time period for each deliverable	Payment schedule
1.	Successful complete ERP implementation up to Master Canteens level.	08 weeks from the award of contract.	20% of the professional fee after successful implementation, trial and running of pilot project.
2.	Networking of all tiers of CPC system across India. Designing, development and running of CPC web portal and mobile app and remaining part of entire ERP solution as mentioned in bid document.	20 weeks from the award of contract.	70% of the professional fee after successful delivery, implementation and smooth running of complete ERP solution.
3.	AMC after complete ERP implementation.	02 years after award of the contract date.	10% of the professional fee after 02 years from award of the contract date.

(8) Standard of Performance-

The bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The bidder shall adhere to professional and consulting standards recognized by international professional bodies while observing sound management and technical practices. It shall always act in respect of any matter relating to this agreement, as faithful advisors to Central Office, CPC, in any dealings with the third party.

The bidder shall enter into a non-disclosure agreement with Central Office, CPC.

(9) Confidentiality-

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details agreement or CPC business or operations without the prior consent of other party.

(10) Warranty-

The warranty period for ERP solution in this RFP starts after successful user acceptance test (UAT)/successful final roll out of ERP pan India. The period of warranty will be four (04) years from the date of acceptance of UAT/ successful final roll out of ERP pan India. The warranty period may be extended if the deliverable are not acceptable to the CPC as per scope of this RFP. The warranty would be on-site and comprehensive in nature and back to back support from the OEM/Bidder. The Bidder will warrant all the software against defects arising out of faulty design, materials and media workmanship etc. for a period of four (04) years from the date of user acceptance of software.

(11) Infringement-

The Bidder shall also indemnify CPC against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s) or any part thereof in India and abroad. In the event of any claim asserted by the third party of infringement of copy right, patent, trade mark, industrial design rights arising from the use of the goods of any part thereof in India, the Bidder shall act expeditiously to settle such claims conclusively. If the Bidder fails to comply and the CPC is required to pay compensation to a third party resulting from such infringement, the Bidder shall be wholly responsible for the compensation including all expenses, court cost and lawyer fees. CPC will give notice to the bidder of such claims, if it is made, without delay by fax/E-mail/registered post.

(12) Performance Security-

Within 07 days of the bidder's receipt of notification of award, the bidder shall furnish 05% of the total order value as demanded by the Central Office, CPC valid up to 90 days after the date of completion of the contract, failing which EMD of the same will be forfeited and cancelled. The Performance Security shall be in the form of Bank Guarantee issued by a Nationalized Bank in favor of "Central Office, CPC". This Performance Bank Guarantee shall be retained throughout the currency of the Contract and extended by the bidder from time to time as required by the Central Office, CPC.

The proceeds of the Performance Security shall be payable to Central Office, CPC as compensation for any loss(es). Resulting from the failure of the bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by Central Office, CPC for failure.

The bank guarantee in favor Central Office, CPC shall be issued by a Nationalized Bank only located in India as per format given in Annexure-10.

The performance security will be discharged by Central Office, CPC and returned to the bidder not later than 90 days following the date of completion of the bidder's performance obligations.

In the event of any contract amendment, the bidder shall, within 07 days of receipt of such an amendment furnish the amendment to Bank Guarantee rendering the same valid for duration of the contract as amended and for further period of 90 days thereafter.

11) Software licenses:- The Bidder should procure licenses, if any, for the ERP solution, database and other related infrastructure and hand over to CPC.

12) Compatibility:-

- (i) ERP should be compatible with the Desktops, Tablets and Smart phones.
- (ii) Data can be in different formats including but not limited to, MS Word, MS Excel, MS Power Point, PDF, Video etc.
- (iii) ERP should be Browser independent.

13) Help Desk

L1 Support:-

L1 or Level 1 support is the initial support level responsible for basic user issues. The first job is to gather the customer's information and determined the user issue by analyzing the symptoms and figuring out the underlying problem. L1 support personnel are expected to resolve the basic issues reported by any users over ERP for any action. Bidder is requested to provide a list of activities proposed to be undertaken by L1 support personnel as part of the technical bid.

L2 Support:-

L2 or Level 2 is a more in-depth technical level than L1 support and requires more experience and knowledgeable personnel on ERP and related support services. It is synonymous with Level2 support, support lying to, administrative level support and account for advanced technical trouble shooting and analysis required for rendering the solution posed. L2 shall provide support in resolving any query that is unresolved by L1. In case L2 support personnel is not in a position to resolve any query/request raised, they are required to take support from their organization or the firm to ensure request resolution.

14) SLA and operational penalty:-

SLAs for the implementation phase-

Liquidated Damages (LD) for delay in implementation:-

- (i) Delay on part of the Bidder for reasons solely attributable to the bidder in the performance of its delivery obligations as is directly attributable to them shall render the Bidder liable to the imposition of penalty (LD) @ 0.5% of the order value for each week or part thereof subject to maximum of 5% of the order value, unless an extension of time is agreed upon.
- (ii) Liquidated Damages is not applicable for the reasons attributable to
CPC and Force Majeure.

- (iii) Liquidated Damages is capped to a total of 10% of the total project cost as per bid value proposed by the successful Bidder. CPC will have the rights to recover the Liquidated Damages, if any, from any amount payable to Bidder. Also, if the specifications of the RFP are not met by Bidder during various tests, Bidder shall rectify or replace the same to comply with the specification immediately to ensure the committed uptime, failing which CPC has the sole right either to reject or to accept it finally by recovering the suitable amount as deemed reasonable by CPC.

SLA for help desk services:-

S/No.	Measurement	Definition	Target	Penalty
1.	Resolution time	Resolution time means time taken by bidder staff to trouble shoot and fix the problem from the time the call has been locked at the help desk till the time the problem has been fixed.	95% calls to be resolved within 02 hours.	No Penalty
		The Help Desk will normally receive calls from Central Office, Master Canteens and subsidiary Canteens.	Unresolved calls	Penalty of 1% of the project cost will be levied.

If the deduction on account of penalty/liquidated damages exceeds 10% of the total project cost, CPC reserves the right to cancel the contract.

12) Termination

Central Office, CPC may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence Central Office, CPC shall give not less than thirty days written notice of termination to the Service provider.

(a) Termination of The Contract

The Contract is liable to be terminated if the Service Provider:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress

- is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
 - iii. Abandons the work; or
 - iv. Persistently disregards the instructions of Central Office, CPC in contravention of any provision of the Contract; or
 - v. Fails to adhere to the agreed program of work; or
 - vi. Assigns or sublets the work in whole or in part thereof without prior written consent of Central Office, CPC; or
 - vii. Performance is not satisfactory; or
 - viii. If the Service Provider obtains the contract with Central Office, CPC in illegal manner;
 - ix. Information submitted/furnished by the contract are found to be incorrect.
 - x. The above shall be without prejudice to Central Office, CPC other rights under the law.

(b) Consequences of Termination

If the contract is terminated by Central Office, CPC for reasons detailed above or for any other reasons whatsoever:

- (i) Central Office, CPC shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to Central Office, CPC.
- (ii) Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- (iii) The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- (iv) All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by Central Office, CPC as a consequence of termination of the contract.

(c) TERMINATION FOR CONVENIENCE -

- i. Central Office, CPC, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Central Office, CPC convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Service Provider may be appropriately compensated on mutually agreed terms for the loss incurred by the Service Provider if any due to such termination.

14) Settlement of Disputes

- a) **General:** If any dispute arises between the Service Provider and Central Office, CPC during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by Competent Authority in Central Office, CPC. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India).

15) Arbitration:

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator as per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- b) All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

16) Reservation of Rights:

Central Office, CPC reserves the right to:

- (i) Extend the Closing Date for submission of the Proposals
- (ii) Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the Central Office, CPC Website <http://www.cpcmha.gov.in>

- (iii) Seek information from the Bidders on any issue at any time.
- (iv) To accept any bid or reject any bid without assigning any reason and accept bid for all or any options for which bid has been invited.
- (v) Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- (vi) Seek the advice of external consultants/experts to assist Central Office, CPC in the evaluation or review of proposals.
- (vii) Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- (viii) Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

17) Suspension-

- a) Central Office, CPC may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:
 - Shall specify the nature of the failure and
 - Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.
- b) Central Office, CPC may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

The Buyer shall compare the evaluated prices of all substantially responsive bids to determine the lowest evaluated bid for a particular location. The comparison shall be on the basis of landed cost at individual destination.

At the time the Contract is awarded, the Buyer may increase the locations of deployment of ERP solution without any change in the unit prices or other terms & conditions of the bid and the Bidding Documents subject to the acceptance of bidder in writing for the same.

- 18)** The Buyer has the right to verify the particulars furnished by the bidder independently.

19) Force Majeure-

- Notwithstanding anything contained in the Bid Document, the bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

- For purposes of this clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed; otherwise this clause will not be applicable here. The decision of Central Office, CPC, regarding Force Majeure shall be final and binding on the Bidder.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to the Central Office, CPC in writing, of such conditions and the cause thereof. Unless otherwise directed by Central Office, CPC in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Central Office, CPC may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure; the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

19) Indemnity-

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/ punitive/recoveries, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as may arise out of the contractual obligation.

20) Special Terms and Conditions-

- Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of Central Office, CPC. Such offers will not be considered as valid quotations. Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- The discretion of Central Office, CPC for awarding business and mode of business will be final and binding on the bidder.
- Central Office, CPC reserves the right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of Central Office, CPC shall be final.
- Any court case arising out of bidders mistake will be defended by the bidder with no cost to Central Office, CPC and any legal

liability arising out due to negligence of bidder will be borne by the bidder.

(21) Earnest Money Forfeit-

If any Bidder withdraws his tender before the period of 90 days from the date opening of technical bid or makes any modifications in the terms and the conditions of the tender which are not acceptable to the Buyer, then the Buyer shall, without prejudice to any other rights or remedy, be at liberty to forfeit the EMD.

The EMD will also be forfeited in following cases:

- (i) If the bidder fails to accept the order based on his offer (bid) and within the prescribed time.
- (ii) If the bidder fails to supply the with specifications as mentioned in Annexure –A.
- (iii) If the bidder delays supplies beyond a reasonable time resulting in disruption of project.
- (iv) Bidder for any reason whatsoever withdraws the tender after it is accepted or become unable or fails to execute the orders within stipulated delivery period.
- (v) Submission of misleading/contradictory/false statement or information and fabricated/invalid documents is detected before.

(22) Knowledge Transfer and Exit Management:-

A. Knowledge Transfer:-

- (i) Knowledge transfer is an integral part of scope of work of bidder. This will have to be done even in case the contract with bidder ends or is terminated before the planned timelines.
- (ii) Bidder needs to include in the response the Exit Management Plan for the ERP Solution at the end of the contract duration. The transition period shall span a minimum of six months before the contract and date. The selected shall ensure during the exit management the following:-
 - (a) Hand over the existing system and infrastructure to CPC in running condition,
 - (b) Have a minimum three months overlap period of running the operations with the new bidder,
 - (c) Three months independent operation of ERP solution by new bidder from last date of support of outgoing bidder.
- (iii) At the end of contract, period bidder will be required to provide necessary handholding and transition support to designated staff or any other Agency that is selected for maintaining the system post the contract with Bidder.

- (iv) The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT infrastructure, handing over all relevant documentation, addressing the queries/clarification of the new Agency with the respect to the working/performance levels of the infrastructure, conducting training sessions etc.

B. Cooperation and Provisioning of Information

During the exit management period-

- (i) The selected bidder will allow CPC/or its Nominated Agency access to information reasonably required to define the then Mode of Operation associated with the provision of the services to enable CPC to access the existing services being delivered,
- (ii) Promptly on request by CPC, the selected Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this Agreement related to any material aspect of the services (provided by the selected Bidder). CPC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data etc.

C. Confidential Information

Selected bidder will promptly on the commencement of the Exit management period supply to CPC and/ or its nominated agency the following:-

- (i) Information relating to the current services rendered
- (ii) Documentation relating to the project's Intellectual Property Rights.
- (iii) All current and updated data as is reasonably required for the purposes of CPC or its nominated agencies transitioning the services to its replacement agency in readily available format.
- (iv) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CPC or its Nominated Agencies, or its Replacement Agency to carry out due diligence in order to transition the provision of the services to CPC or its Nominated Agencies, or its Replacement Agency (As the case may be).
- (v) Before the expiry of the Exit Management Period, Bidder shall delivered to CPC or its Nominated Agency all new or updated materials and shall not retain of any copies thereof, except that Bidder shall be permitted to retain one copy of such material for archival purposes only.
- (vi) Before the expiry of Exit Management Period, unless otherwise provided under the CPC or its Nominated Agency shall be delivered by the selected Bidder all forms of confidential information, which is in the possession of control of the Bidder.

D. Transfer of Certain Agreements:

On requests by CPC or its Nominated Agency Bidder shall effect such Assignments, Transfers, Licenses and Sub-Licenses and CPC may require in favor of CPC or in relation to any equipment lease, maintenance or service provision Agreement between Bidder and Third Party Lessors, Bidders and which are related to the services and reasonably necessary for the carrying out of replacement services by CPC or its Nominated Agency.

Exit Management:-

Bidder shall prepare an Exit Management Plan for Transfer of Operations to CPC and/or as may be advised by CPC in the event of Termination or Expiry of the Contract with CPC, without affecting services to stakeholders adversely. Bidder shall get this process approved by CPC. The Plan shall include, but not limited to the following:-

A.

(i) Detailed Programme of the Transfer Process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the Transfer Process or until the cessation of the services and of the Management Structure to be used during the transfer,

(ii) Plans for communication with such Bidder's staff, OEM's and any related third Party as are necessary, to avoid any material detrimental impact on CPC's project operations as a result of undertaking the transfer,

(iii) Plans for provision of contingent support to CPC and Replacement Agency for a reasonable period,

(iv) Bidder shall draft the Exit Management Plan periodically thereafter to ensure that it is kept relevant and up to date,

(v) Exit Management Plan shall be presented by Bidder to CPC and approved by CPC or its Nominated Agencies.

(vi) During the Exit Management Period, Bidder shall use its best efforts to deliver the services.

(vii) Payments during the Exit Management Period shall be made in accordance with the payment schedule as specified in the Exit Plan.

(viii) The Exit Management Plan shall be furnished in writing to CPC or its Nominated Agencies within 60 days from the effective date of this Agreement.

(ix) In case of Exit due to termination prior to expiry of the Agreement for any reason whatsoever, the Bidder shall pay Liquidated damages to CPC to compensate various losses and reputation due to the delay.

(x) In such circumstances, CPC shall not make any further payments and shall recover all amount paid to the Bidder after levying ten percent (10%) interest without prejudice to the Bidder's right to represent to the competent authority to the CPC. The decision of the Competent Authority is final in this regard.

B.

(i) Upon completion of the Contract Period or upon Termination of the Agreement for any reason, the Bidder shall comply with the following:-

- Modified to CPC forthwith the particulars of all Project Assets,
- Deliver forthwith actual or constructive possession of the Project free and clear of all Encumbrances and execute such deeds, writings and documents as may require by CPC, for fully and effectively divesting the

Bidder of all of the rights, title and interest of the Bidder in the project and conveying the project.

- (ii) Subject to clause (i) of Exit Management, upon completion of the Contract Period are upon Termination of the Agreement, the Bidder shall comply and confirm to the following Divestment Requirements in respect of the project.-
 - (a) All project sets including the hardware (if applicable), software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is compliant with the specifications and standard set forth in the RFP, Agreement and any other Amendments made during the Contract Period,
 - (b) The Bidder shall deliver relevant records and reports pertaining to the Project and its Operations, and maintenance including Operation and Maintenance Records and Manuals pertaining thereto and completed as on the Divestment date.
 - (c) The Bidder shall execute such deeds of conveyance, documents and other writings as CPC may reasonably require to convey, divest and assign all the rights and title and interest of the Bidder in the project free from all encumbrances absolutely free of any charge or tax to CPC or its Nominee.
- (iii) Not earlier than three (3) months before the expiry of the Contract Period but not later than thirty (30) days before such expiry or in the event of earlier termination of the Contract, immediately upon but not later than fifteen (15) days from the date of issue of Termination Notice, the Independent Consultant as nominated by CPC shall verify in the presence of a representative of the Bidder, Compliance by the Bidder with the Divestment, Requirements set forth in relation to the Project and, if required, cause appropriate tests to be carried out at the Bidder's cost for determining the Compliance therewith. If either party finds any shortcoming in the Divestment Requirements, it shall notify the other of the same and the Bidder shall rectify the same at its cost.
- (iv) Upon the Bidder confirming to all Divestment, Requirement and handing over actual of constructive possession of the Project to CPC or a person nominated by CPC in this regard, CPC shall issue a certificate substantially in the form set forth, which will have the effect of constituting evidence of divestment of all Rights, title and Lien in the Project by the Bidder and their vesting in Project pursuant hereto. CPC shall not unreasonably withhold issue of such certificate. The divestment of all Rights, Title and Lien in the project shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued whichever is earlier, it being expressly agreed that any defect or deficiencies in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by CPC or its Nominee on or in respect of the Project on the footing as if all Divestment Requirements have been complied with by the concessionaire.

Bidder shall ensure transfer of all required Software Projects and Licenses for the implementation of ERP solution in CPC system.

At the end of the Contract Period or upon Termination of Contract, Bidder is required to provide necessary handholding and transition support to ensure the continuity and performance of the services to complete satisfaction of CPC.

Bidder shall not delete any data at the end of the agreement (for maximum of 45 days beyond the expiry of the Agreement) without the express approval of CPC.

During the Exit/Transition Management Process, it is the responsibility of the Bidder to address and rectify the problems with respect of migration and related IT infrastructure including installation/reinstallation or the system software etc.

The ownership of the data generated upon usage of the system, at any point of time during Contract or Expiry or Termination of the Contract, shall rest absolutely with CPC.

During the Contract Period, the Bidder shall ensure that all the documentation required by the CPC for smooth transition including configuration documents are kept up to date and all such documentation is handed over to the CPC during the Exit Management Process.

(23) Security:-

- (i) The ERP should provide for capabilities to enforce access control to protect capital user information from manipulation and any unauthorized access.
- (ii) The contents should be accessible via secure port and protocols only.
- (iii) Audit trail should be maintained for ERP and the audit logs shall be maintained as per CPC requirements.
- (iv) Security audit of the ERP to be conducted from a Cert-In empanelled company after the implementation of ERP.

(24) Software licenses:-

The bidder should procure licenses for the ERP solution, database and related infrastructure and hand over to CPC completely as required. No such Software or Solution should be part of the project which is configured for definite validity of time and/or a definite number of users and after expiry of such time and/or exceeding number of users, buyer will have to pay an additional amount on account of renewal or extension to continue the services.

(25) Source Code:-

Proposed ERP solution should be developed and designed using open source codes and source codes will be handed over to CPC or its nominated agency as and when required.

Annexure 1

Bid Form

I. Addressed to -

a.	Name of the tendering Authority	Central Office, CPC
b.	Address	Central Office, CPC, CGO Complex, Lodhi Road, New Delhi
c.	Telephone	
d.	Tele-Fax	

III. Other related details: -

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Delhi/Nearest to Delhi Office	Address			
		Phone		Fax:	
		Contact Person			
		Phone		Fax:	
5.	Year of Establishment				
6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership	Proprietary
7.	Telephone Number(s)/ Mobile				
8.	Website URL				

9.	Fax No.	
10.	Email Address	
11.	Indicate If Organization has ever Been Blacklisted or not.	

12	Breakup of Partners, Engagement Managers Associates and other consulting employees	
13.	Are there any clarifications, etc. that the Bidder may like to make.	

- IV. The Tender document fee amounting to Rs./- (..... Only) has been remitted vide DD No. dated in favor of CEO-cum-GM, Central Office, CPC, Payable at Delhi, India.
- V. We agree to abide by all the conditions mentioned in this Tender Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The prices for the services as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement.

- IX. No Advance payment shall be made. Payments shall be made as per payments terms.
- X. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Letter of undertaking
(ON THE LETTER HEAD OF THE BIDDER)

To,

DIG/CEO-cum-GM
Central Office, CPC
CGO Complex, Lodhi Road, New Delhi.

Sir,

This bears reference to Central Office, CPC Tender No. CPC/DA-XII/2017/tender Dated We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent Central Office, CPC from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract. The above document is executed on ___/___/2017 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

SELF-DECLARATION – NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

DIG/CEO-cum-GM
Central Office, CPC
CGO Complex, Lodhi Road, New Delhi

Sir,

In response to the Tender No. CPC/DA-XII/TENDER/2017 / dated for Preparation Of Medium Term Strategy for Central Office, CPC for the Period To, I/We hereby declare that presently our Company/Firm

_____ is having unblemished record and is not declared ineligible or black listed for corrupt and/or fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder

Authorized Signatory

Seal of the Organization

Date:

Place:

Copy of certificate of incorporation

Revenue from Management Consultancy in India

Sl. No.	Financial Year	Annual Revenue from Management Consultancy Business in India (Rs in Lakhs)
1.	2012-13	
2.	2013-14	
3.	2014-15	
4.	2015-16	
5.	2016-17	

Annexure- 6

Management consultancy projects in retail chain/CSD Sector

Sl. No.	Year	Projects in retail chain/CSD Sector
1.	2012	
2.	2013	
3.	2014	
4.	2015	
5.	2016	

CMMI Level Certificate

Power of Attorney

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of and presently residing at....., who is presently employed with /retained by us and holding position of.....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>.....project, proposed to be developed by the (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

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

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF2017.

For (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)
2. (Signature, name and address)

Notarised

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the 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 executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submit for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.

Letter of Proposal Submission

To:

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for [insert title of assignment/job] in accordance with your Request for Proposal [insert date] and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelop.

We are submitting our proposal in association with [insert a list with full name and address of each associated consultant]. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained it may lead to our disqualification.

If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposal staff. Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain.

Yours sincerely,

Authorized Signature (In full and initials)

Name and title of the Signature

Name of the Firm

Address

Financial Bid

Financial Proposal (Price Bid) shall be submitted with full price details.

Price Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates provided in the tender document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A – Un-priced bid.

Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in FIN-1 and FIN-2.

FIN-1 Financial Proposal Submission

Form FIN-2 Summary of Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

To:

DIG/CEO-cum-GM
Central Office, CPC,
Block 1, CGO Complex,
Lodhi Road, New Delhi

Date.....

Dear Sirs:

We, the undersigned, offer to provide the preparation, development and implementation of ERP solution for transformation/modernization in CPC system in accordance with your Request For Proposal dated

Our attached Financial Proposal is for the amount of The estimated amount of GST is {.....} {.....} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

FORM FIN-2
SUMMARY OF COSTS

Summary of Cost:

Sl.No.	Item No.	Amount in INR
1	Professional Fee for preparation, development and implementation of ERP solution for transformation/modernization in CPC system Strategy Development (item No. 1,2 & 3 of Para 7 of chapter 7 of the tender document)	
2	Handholding Fee for Deployment of one full time professional at Central Office, CPC for hand holding after the implementation of entire ERP solution, for a period of one year. All taxes and levies including GST approval of final plan by CPC, for a period of one year. (item 4 of Para 7 of chapter 7 of Tender document)	
3	An anticipated amount to be incurred on travel, boarding, lodging etc for professionals of the consultancy firm.	
4	Total Cost of the Financial Proposal	

Total cost: Indian Rupees..... (Amount in words.)

*The above lump sum prices are inclusive of all taxes (including service tax), duties, fees, levies, all expenses. The price should be in INR only. An anticipated amount to be incurred on Travel, boarding, lodging of outstation nature if required should be included in the financial proposal separately based on the entitlements allowed as per his / their company policy.

Central Office, CPC will nominate officers/personnel for receiving deliverables. Any observation on the deliverable will be notified by Central Office, CPC/concerned MC or SC within two weeks of the submission. In case no observations are received within two weeks the deliverable will be deemed accepted.

NOTE:

1. Bidders may depute their authorized representative to attend the Financial Bid Opening. Bidders selected for opening of their Financial Bid shall be suitably informed of the date and time of opening.
2. Any change in bid after the "Due Date & Time of Bid-Submission" of Tender is not permitted.
3. Bidders are required to submit their bids along with a covering letter under the firm's / company's letterhead specifying the name and designation of the authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail ID, etc.
4. Bids should be valid for 180 days from the last date of submission of bid.
5. Central Office, CPC reserves the right to accept or reject any or all Tenders received at its absolute discretion without assigning any reason whatsoever.

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

Name of the Bank: -----

To

DIG/CEO-cum-GM
Central Office, CPC
CGO Complex, Lodhi Road,
New Delhi-110003

PERFORMANCE GUARANTEE FORMAT

In consideration of the DIG/CEO-cum-GM Central Office, CPC acting through Central Office, CPC having agreed under the terms and conditions of agreement/Contract

Acceptance letter No.-----

dtd..... Made

between..... (Designation & address of contract signing Authority)

and

..... (here in after called "the said Service Provider" for the

work.....

(here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ ₹only)) as a performance security Guarantee

from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We.....(indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Central Office, CPC Ltd an amount not exceeding ₹ (₹only) on demand by the Central Office, CPC Ltd.

2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Central Office, CPC through the General Manager, Central Office, CPC, New Delhi or ----- (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Central Office, CPC by reason of any breach by the said Service Provider of any of the terms and conditions contained in the said agreement or by reason of the Service Provider's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ .. (₹ Only).

3. (a) We (indicate the name of Bank) further undertake to pay to the Central Office, CPC any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

4. We, (indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Central Office, CPC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by

(Designation & Address of contract signing authority) on behalf of the Central Office, CPC, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Central Office, CPC or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Central Office, CPC within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we, (indicate the name of the Bank) unconditionally undertake to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Central Office, CPC. If the guarantee is not renewed or the period extended on demand, we (indicate the name of the Bank) shall pay the Central Office, CPC Ltd the full amount of guarantee on demand and without demur.

6. We, (indicate the name of Bank) further agree with the Central Office, CPC that the Central Office, CPC shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the Central Office, CPC against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any act or omission on the part of the Central Office, CPC Ltd or any indulgence by the Central Office, CPC to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relieve us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.
8. We.....Bank name..... lastly undertake not to revoke this guarantee except with the previous consent of the Central Office, CPC in writing.

9. This guarantee shall be valid upto (Date of Completion plus Handholding Period). Unless extended on demand by Central Office, CPC. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for

(indicate the name of bank)

Signature of Bank's Authorised official

Witness

(Name)-----

Designation with Code No. -----

1

Full Address-----

2.

Annexure-11

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2017, between, on one hand, acting through

Shri/Smt. _____, Designation, Central Office, CPC (hereinafter called the "BUYER"/"BUYER"/"CENTRAL OFFICE, CPC" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller/Service provider" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Central Office, CPC proposes to procure services towards Preparation Of Medium Term Strategy for Central Office, CPC for the Period....., for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. /2017 dated.....2017.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the Central Office, CPC is functioning under Ministry of Home Affairs, Government of India.

NOW, THEREFORE,

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

Enabling the Central Office, CPC to obtain the desired services as referred to in the tender documents No. dated2017

at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Central Office, CPC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the Central Office, CPC

- 1.1 The Central Office, CPC undertakes that no official of the CPC system connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the Central Office, CPC will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Central Office, CPC with full and verifiable facts and the same is prima facie found to be correct by the Central Office, CPC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Central Office, CPC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Central Office, CPC the proceedings under the contract would not be stalled.

3. Commitments of Bidders

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Central Office, CPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the

- contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CPC system or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the Central Office, CPC that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Central Office, CPC or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Central Office, CPC or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Central Office, CPC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Central Office, CPC, or alternatively, if any relative of an officer of the Central Office, CPC has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Central Office, CPC.

4. **PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY DEPOSIT**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. as Earnest Money with the Central Office, CPC through Account Payee Bank Draft or a Pay Order in favour of Central Office, CPC.
- 5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Central Office, CPC, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the Central Office, CPC to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the Central Office, CPC to the BIDDER on Earnest Money Deposit for the period of its currency.

6.0 **SANCTIONS FOR VIOLATIONS**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Central Office, CPC and the BUYER (Central Office, CPC) shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the Central Office, CPC, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the Central Office, CPC in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Central Office, CPC, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Central Office, CPC resulting from such cancellation/rescission and the Central Office, CPC shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Central Office, CPC.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Central Office, CPC with the BIDDER, the same shall not be opened.
 - (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the Central Office, CPC to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The Central Office, CPC will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Central Office, CPC to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by Central Office, CPC, in case of breach of the provisions of the pact.

7. INDEPENDENT MONITORS

- 8.1 An Independent monitor (s) shall be appointed by Central Office, CPC, in case of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the Central Office, CPC.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the Central Office, CPC including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

8.7 The Central Office, CPC will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the Central Office, CPC / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **FACILITATION OF INVESTIGATION**

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

10. **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the entire CPC system across India.

11. **OTHER LEGAL ACTIONS**

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

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender No. CPC/TENDER/DA-XII/ ERP/1/2017 towards complete execution of the contract to the satisfaction of both the Central Office, CPC and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

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

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

NAME OF THE OFFICER
DIG/CEO-cum-GM
Central Office, CPC
CGO Complex, Lodhi Road,
New Delhi

BIDDER
CHIEF EXECUTIVE

Witness

1

· _____

2

· _____

Witness

1.

2.

(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).

