उपभोक्ता मामले विभाग
DEPARTMENT OF
CONSUMER AFFAIRS

Request for Proposal
for
"Selection of an agency to Design, Develop, Implement And Manage the Online Dispute Resolution Platform for Department of Consumer Affairs along with its Operation & Maintenances for 3 years".

RFP Reference No:

Date: 02.11.2023

Department of Consumer Affairs
Krishi Bhawan, New Delhi 110001.

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INVITATION FOR PROPOSAL

Department of Consumer Affairs (DOCA) invites GeM Portals for ""Selection of an agency to design, develop, implement and manage the Online Dispute Resolution Platform for Department of Consumer Affairs along with its Operation & Maintenance for 3 years" ".

Bidders are advised to study this GeM Portal document carefully before submitting their proposals in response to the GeM Portal Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with a full understanding of its terms, conditions and implications.

The complete Bid document has been published on departmental website and GeM Portal https://gem.gov.in for the purpose of downloading. The downloaded Bid document shall be considered valid for participation in the electronic Bid process (GeM Portal) subject to the submission of the required e Tender/ Bid document fee and EMD. (As per Department of Expenditure's Office Memorandum dated 20.09.2016 criteria of prior turnover and prior experience for all Startups is relaxed at pre-qualification stage subject to their meeting of quality and technical specification)

Please note that the interested Bidder will have to access the website https://gem.gov.in and get themselves registered so as to enable them to participate in the GeM Portal process before the due date. The Bidder shall use the two-envelope (Technical Bid and Financial Bid) method through E-Tendering in order to fill up a tender.

Bidder or authorized signatory of the Bidder shall submit their offer online in electronic formats for preliminary qualification and financial proposal. However, Tender Document Fees and Earnest Money Deposit (EMD) shall be paid as per the details provided in the e Tender.

DOCA shall not be responsible for delays in online submission by the Bidder due to any reason. For this, Bidders are requested to upload the complete Bid proposal well in advance to avoid issues like slow speed, choking of the website due to heavy load or any other unforeseen problems.

The Pre-Bid meeting will be held on Date: **17/11/2023**, Time: 04:00 PM held over Video Conference / physical at DOCA office. For any suggestions or doubts regarding the bid floated, the queries should be mailed to Jasbir.tiwari13@nic.in latest by **14/11/2023** (06.00 PM).

The Clarifications for pre-bid queries raised will be published on department website/GeM Portal. The department is not bound to furnish any answers thereafter. All the terms and conditions mentioned in the RFP/ Addendum/Corrigendum published on department website /GeM Portal Application are binding on Bidders.

JASBIR TIWARI
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Ministry of Consumer Affairs, Food & P.D.
D/o Consumer Affairs
Govt. of India
Krishi Bhawan, New Delhi

Jasbir Tiwari
Under Secretary to the Govt. of India
Department of Consumer Affairs
Jasbir.tiwari13@nic.in

1. Deadline for Submission of Bid

Key Dates

S. No.	Event Description	Deadline
1	Invitation of RFP	02/11/2023
2	Last date for receiving queries	14/11/2023
3	Pre-Bid meeting 1	17/11/2023
4	Due Date for physical submission of following documents at DoCA office: - • D • Bid Security/EMD • Power of Attorney	20/11/2023
5.	Bid Due Date	23/11/2023
6	Opening of Technical Bids	24/11/2023
7	Opening of Financial Bids	To be intimated separately to technically qualified bidders

2. Glossary of Terms

Sr. No.	Term	Meaning
1.	Request for Proposal (RFP)/ Tender	This RFP and other documents issued during the course of the selection of Bidder
2.	Service Provider/ Bidder / SI/ COTS/ ERP/ OEM	A firm/entity who will provide Services as defined in this RFP References to "Service Provider", "Vendor" "Bidder", "SP", "Agency" etc. in this RFP document shall be construed to refer to the Service Provider itself.
3.	Client/ Purchaser/ Authority	It refers to the DOCA or DOCA or any of its designated authorities. References to "Authority" "Client", "Purchaser", "Buyer", "Customer", etc. in this RFP document shall be construed to refer to DOCA (i.e., DOCA, Ministry of Consumer Affairs), as the case may be.
4.	Confidential Information	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party, or any information including any such information that may come to the knowledge of the Parties hereto/Bidder by virtue of this Contract that: or is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
5.	Contract/Agreement	The Agreement to be signed between the successful Bidder and Buyer including all attachments, appendices, all

	/Contract Agreement	documents incorporated by reference thereto together with any subsequent modifications, the RFP, the Bid-offer, the acceptance, and all related correspondences, clarifications, presentations.
6.	Contract Value	The price payable to the Bidder under this Contract for thefull and proper performance of its contractual obligations.
7.	Effective Date	The date on which this Contract comes into force. This Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the Bidder instructing to begin carrying out the activities.
8.	Non-compliance	Failure/refusal to comply with the terms and conditions ofthe proposal/ Agreement
9.	Parties	The Purchaser, the Bidder, and "Party" mean either of theParties.
10.	Proposal	Response or offer submitted by Bidders for this GeM Portal.
11.	Services	Services to be provided as per the requirement mentioned inthe scope of work and instructions thereof issued from time to time by DOCA
12.	Successful Agency	This shall mean the successful Bidder whose tender has been accepted, and who has been authorized to proceed with the Work. The word "Tender" is synonymous with "Bid", "Tenderer" with "Bidder" and "Tender Documents" with "Bid Documents"

Sr. No.	Term	Meaning
1.	EMD	Earnest Money Deposit
2.	DOCA	Department of Consumer Affairs
3.	RFP	Request of Proposal
4.	PBG	Performance Bank Guarantee
5.	PSU	Public Sector Unit
6.	SOW	Scope of Work
7.	SPOC	Single Point of Contact
8.	FAQ	Frequently Asked Question
9.	SLA	Service Level Agreement
10.	DBA	Database Administrator
11.	SP	Solutions Provider
12.	SI	System Integrator
13.	COTS	Commercial Off-The-Shelf
14.	ODR	Online Dispute Resolution

Sr. No	Item	Description
1.	Earnest Money Deposit (EMD) – made by Demand Draft in the favour of "DoCA"	10 Lakhs(Ten Lakh Rupees Only)
3.	Bid Validity Period	180 days from the date of opening of Financial Bid.
4.	Security Deposit	10 % of Value of contract
5.	Contract Period	Total Contract Duration/Period shall be of 3 years from Go-live of entire application. The Contract Period may be extended with mutual consent between DoCA and Successful Agency as per project requirements.

3. **Introduction**

a. **About Department of Consumer Affairs**

Department of Consumer Affairs is one of the two Departments under the Ministry of Consumer Affairs, Food & Public Distribution. It was constituted asa separate Department in June 1997 as it was considered necessary to have a separate Department to give a fillip to the nascent consumer movement in the country.

The Department has been entrusted with the following work:

- Implementation of Consumer Protection Act, 2019.

- Implementation of Bureau of Indian Standards Act, 2016

- Implementation of Standards of Weights and Measures - The Legal Metrology Act, 2009.

- Regulation of Packaged Commodities.

- The Essential Commodities Act, 1955 (10 of 1955) (Supply, Prices and Distribution of Essential Commodities not dealt with specifically by any other Department).

- Prevention of Black Marketing and Maintenance of Supply of Essential Commodities Act, 1980(7 of 1980).

- Monitoring of prices and availability of essential commodities.

- Direct Selling

- Training in Legal Metrology.

- The Emblems and Names (Prevention of Improper Use) Act, 1952.

- Laying down specifications, standards and codes and ensuring quality control of bio-fuels for end uses.

- Consumer Cooperatives

- National Test House.

In line with its vision, DoCA seeks for a solution that will assist department toenhance consumer protection and ensure access to affordable and time efficient grievance redressal mechanisms that encourages settlement of disputes out of Court through online dispute resolution.

Currently, DOCA's National Consumer Helpline (NCH) is helping the consumers to file their complaints to NCH through Call Center & Portal. After filing of complaints, NCH forwards those complaints to the convergence partners/Seller/ entities/ e-commerce marketplace entities (Respondent Entities) for their resolution, which are track-able by the complainants. If the complainant is not satisfied with the resolution or complaint is not redressed by the respected entities, a consumer has the option to file his/ her complaint to the Consumer. Forum/ Civil Court. ODR will serve as a second tier of Pre-litigation channel before consumer reaches Consumer Forum/ Civil Court which involves great amount of cost & efforts, therefore ODR is an attempt to provide a cost efficient, speedy & convenient redressal solution. Therefore, DoCA is desirous of implementing ODR Mechanism which is a concept conceptualized by United Nation. The ODR Mechanism has been already adopted and implemented by APEC Region and EU. It has also been recommended by NITI Aayog for settlement of consumer disputes. ODR is a mechanism that assists the stakeholders to resolve the disputes online from the comforts of one's home. ODR assists the consumer to file a complaint online & enables him/ her to perform the entire procedure online.

b. Project Overview

DoCA is committed to protect the interest of the consumers and for the said purpose; the timely & effective settlement of consumer disputes remains one of the key goal of DOCA. Taking this goal ahead, DoCA is desirous of developing the Next Generation integrated Enterprise wide Comprehensive IT Solution for expanding the scope & effectiveness of its National Consumer Helpline by integrating ODR Mechanism to offer an option to the consumers to settle their disputes online without involving the Consumer Forums/ Courts/ Ombudsman/ Authorities and also bringing the existing traditional concept of grievance redressal online from the comforts & convenience of their home resulting into huge savings in time, cost& efforts.

Below are the proposed solutions:

    i.   End-to-End ODR Platform over and above the National

Consumer Helpline as part of two- tier dispute resolution mechanism.

ii.   Data Analytics and Reporting

iii.   Case Management Services

The detailed scope of work is provided in the subsequent sections.

4. SCOPE OF WORK

Introduction

The undermentioned scope of work is illustrative and the actual requirements will be tailored as per the requirements of task in hand as maybe defined by Department of Consumer Affairs from time to time.

Current Challenges

Today more than 5 Lakhs cases are pending with Consumer Commissions. Large number of cases are pending at pre-litigation stage especially for e-Commerce.

In current process, there is an NCH Portal where Consumer raises the complaint through a redressal mechanism. A complaint sent to Company is resolved through the internal grievance mechanism system but in case if there is a dispute then the issue is raised to the Court through physical paperwork/e-Daakhil.

With the technology intervention, Online Dispute Resolution (ODR) platform would help Consumer and Parties involved to resolve their dispute or case. This program is explicitly designed to assist litigants in resolving their dispute or case, rather than a technology platform to support judicial or court staff decision- making.

Key Functionality of the Platform

The Platform intends to provide a unified portal to enhance consumer protection and fast-track e-Dispute Resolutionby connecting consumers and companies with experts.

Key Features of the Portal
- (a) End-to-end Online Dispute Resolution (ODR) process
- (b) Artificial Intelligence led matching of Qualified expert counsellors to the type of request based on State
  / City / District, Types of Cases Managed, Expertise, Experience, and Linguistics etc.
- (c) End to end process to manage various Journeys like Onboarding, Trouble to Resolve, and Dispute Resolution.
- (d) A Platform to manage Schedules, Calendar, Meetings and Communication
- (e) Content Management and Document Management System to manage various documentrepositories

(f) Consent and Agreement of all Parties Involved on amicable settlement with Digital / e-Sign throughAadhar.

(g) Advanced features to capture Reports as per the client need

(h) Outcome Driven KPI Analysis for Forecasting and

Decision Making

(i) Onboarding Journey (OJ)

(a) A Platform would allow registration of Individuals who want to participate in raising the complaints or participate through online dispute resolution.

(b) Expert counsellors can register themselves on the portal and can interact with the Individuals who are looking to pre-court settlement.

(c) Key Users who would be registered on the portal are Public Users (Individual), Consumers, Companies, Expert counsellors, Officers from Court, Officers of Department of ConsumerAffairs (DoCA). Each of the user would need to have its complete registration process to enable them to raise and track their incidence.

(d) A Platform needs to have integration capabilities with existing systems of DoCA to fetch details including list of Companies, Complaints, and Grievance System etc.

(e) A Platform would need to have architectural flexibility of integration with Payment Gateway to ensure secured payment from Individual to expert counsellors for the payment of their fees as decided by DoCA.

1. Trouble to Resolve (T2R) Journey

As part of the Consumer Protection, a digital process to be setup which have uninterrupted and automatic flow of action:

(a) A Consumer / Individual can register and submits its complaint online on the portal and the complaint is reached to the Company / Seller through an automated procedure whose records can be viewed on the Portal and Monitored by the officers.

(b) A Company / Seller can respond the online complaint of Consumer / Individual which can either be satisfaction of Consumer / Individual or not.

(c) A Platform would help to track each of the cases and would able to measure the timelines of closure for each of the incidence.

(d) For the complaint which are not resolved or not satisfied by the Consumer / Individual, would allowthem to send a request to Officers of Court.

2. **Dispute Resolution Journey**

(a) For the cases which may not have direct resolution but can be closed with mutual consent, Consumer / Individual and Seller / Companies can request a Platform for Dispute Resolution and amicable settlement.

(b) On the type of request with background of complainant, AI based Algorithm would recommend the expert counsellors from the registered list of repositories which matches the request and expertise of the expert counsellors based on linguistic preference.

The platform would help to schedule an online appointment with the selected mediators.

(c) Each of the Meetings would be scheduled through an online platform which would have Communication Platform for Chat and Video Communications.

(d) A secured platform would help expert counsellors to access the information and documents from the complainant and help them store for each case and future references.

(e) After the resolution, an agreement on the closure of complaint can be digitally closed on the platform with all parties' consent and digital copy to be saved online and offline with archival mechanism.

3. **Reporting and Dashboard Functionality**

(a) Daily, Monthly, Quarterly and Yearly Reports to be generated as per the need of the client

(b) The Dashboard would help Department of Consumer Affairs on total number of outstandingGrievance with the status of the resolution on periodic basis.

(c) The Dashboard would provide the count of different types of users registered with the Department.

(d) The Progress of each incidence can be tracked on various stages and time taken to resolve theincidence.

(e) Total number of Incidence closed with amicable settlement can be tracked and reports to beprovided Fortnightly.

4. **Forecasting and Decision Making**

(a) With the Live status on Dashboard, the system would help Department of Consumer Affairs to re- evaluate the staff requirement and will help to engage external

qualified resources for Dispute Resolutionsto resolve.

(b) An Analysis on type of Company's defaulting on specific cases can be studied in detailed and necessary guidelines / framework shall be created to avoid the incidence in future.

(c) Actual Requirement of Incidence to be qualified for Court can be brought down and the actual need of Officers can be re-calculated to ensure the cases are resolved faster.

5. Standard Guidelines for Portal

1. Page Layout

(a) All items should be appropriately aligned on the pages and layout should be consistent on allthe related pages.

(b) Limit the amount of white space (areas without text, graphics, etc.) on pages that are used forscanning and searching.

(c) Style & color scheme should be consistent across the site.

(d) The pages created using the CMS tool or otherwise, should be created keeping in mind the design language of the overall portal, the required best resolution quality and, responsivenessof the pages keeping the usual category of streaming devices in the market.

(e) Use a fluid layout that automatically adjusts the page size to device resolution settings

2. Navigation

(a) A navigation scheme and features should allow users to find and access information effectivelyand efficiently.

(b) Navigation tabs should be located at the top of the page, and look like clickable versions of real-world tabs

(c) The navigation elements should be clearly differentiated from each another and should beplaced in a consistent way so that it can be easily located on each page

(d) Site maps should be available with all the links of pages existing on the website and link for thesite map should be clearly visible on the homepage.

3. 3rd Party Integrations

(a) Integrations to Payment Gateway will be in the scope of Bidder. Although the Payment gatewayif required be sought by the client.

(b) Communication for Chat and Calling within In App and Portal shall be provided

by the bidderensuring unlimited licenses and allowing multiple sessions to be active and operational.

(c) The System should have license version of Adobe / Acrobat / COTS Software for document Editand View.

The active concurrent session should be considered at around 50,000 Users and the server considered should be on MeITY empanelled Cloud Service Provider (CSP) and have high availability and further able to handle the minimum load with Horizontal and Vertical Scalability for additional load at no extra cost to client.

The Platform should have feature of One to Many / Conference for conducting online meetings should be licensed equivalent to support minimum 100 concurrent session (scalable to 200 sessions as per the requirement).

Integration with external applications
There shall be a requirement to integrate the proposed application with other Government department applications or any external application as per the requirement.

1.   Mobile Platform Requirement

The Platform should be able to customize itself based on the screen size and model of phones where it isopen and should be able to open on all devices (responsive app) with following types and other:

S. No.	Platform Support (OS)	OS Version	Display Orientation	Display Support
1	iOS	7.1.2 and above (latest versio navailable)	Portrait and Landscape Both	iPhone (480 x 320), iPhone Retina (960 x 640), iPhone 5 (1136 x 640), iPad (1024 x 768), iPad Retina (2048 x 1536) and all latest supportresolution and Pixel density as per latest technology

| 2 | Android | 4.1 and above (latest version available) | Portrait and Landscape Both | Small (426dp x 320dp) Normal (470dp x 320dp) Large (640dp x 480dp) |
| | | | | X-Large (960dp x 720dp) and all latest support resolution and Pixel density as per latest technology |

Technology and Server Requirements

    (a) Platform should support Hindi and English language

    (b) Platform should be developed on Open-Source or no Perpetual License cost preferably

    (c) Entire Platform with CMS system preferably for Content and Document management should be hosted on Cloud Service Providers (CSP) as per latest technology and Server and the cost should be borne by the bidder for Implementation with 3 years of Operation and Maintenance Phase. This should be ensured in compliance to all, existing guidelines of Government of India.

Non-Functional Requirement

Non-Functional requirements of an IT system are quality requirements or constraints of the system that must be satisfied. These requirements address major operational and functional areas of the system in order to ensure the robustness of the system. The Non-Functional Requirements established for the Platform are described in this section of the document.

The main areas addressed are:

1. Capacity Estimates and Planning
2. Performance
   a. Response Time
   b. Throughput
3. Scalability
4. Availability (including recoverability and reliability)

These Non-Functional Requirements should be used:

    (a) As a basis for system sizing and estimates of cost.

    (b) To assess the viability of the proposed IT system components.

(c) To drive the design of the operational models.

(d) As an input to component design.

5.1. Security Audit should be done by Government Organization or Cert-IN Empaneled vendors and resolve anydeficiencies/issues as observed during the audit report.

Details of the NFRs are as follows:

1. Capacity Estimates & Planning - The architecture of the system must support the current anticipated load of more than 50000 users. The Platform is expected to provide acceptable level of performance under peak load. However, it is expected to handle burst level of activity for a short (usually 5-10 minutes) period without functional degradation.

2. Performance - Response Time requirements define the time to complete a specific system task or process. The time interval, or response time, can be expressed as an exact measurement of time oras an acceptable range. The following table provides response time bands for the most significant user-system interaction within the different classes of transaction.

	Target Average End-to-End Response Time (seconds)		
Frequency of Use	High Frequency (> 1000 times/day)	Medium Frequency (>100 times/day but < 1000 times/day)	Low Frequency (< 100 times/day)
Simple Transaction	1 – 2	2 - 3	3 - 4
Medium Transaction	3 – 5	4 - 7	5 - 10
Complex Transaction	6 - 10	8 - 15	11 - 20
Very Complex Transaction	11 - 20	16 - 30	– 40

a) Simple Transaction – Example: Screen to screen transition during data entry or static page

b) Medium Transaction – Example: Delivery of a dynamic page that is populated with information from a single system (e.g. forms).

c) Complex Transaction – Example: Delivery of a dynamic page that is populated with information from multiple systems, complex business logic (Rating)

d) Very Complex Transaction – Example: Large data processing involved, complex analytics, multi-search queries, and report generation from large data sets. The target response time assigned to each transaction band is set more aggressively for high frequency business transactions compared with infrequently used transactions. It emphasizes that the design effort should be concentrated on delivering the fastest response to those processes used most frequently by the business system users

During the Inception and requirement analysis phase, architecturally significant use cases should bemapped to one of these response time bands and agreed upon by bidder.

3. Scalability - Scalability is the ability to expand the system architecture to accommodate more users, more transactions and more data as additional users and data are added in the future. The existing systems should be extensible as far as possible without necessarily having to replace them. System should be able to scale horizontally and vertically.

4. Availability - Availability requirements address the time a system must be available (up and running)to service user requests. Availability is the acceptable and agreed-to level of service during scheduled periods.

The following table has grouped different service levels bands based on how critical the overallavailability of the system is:

Requirement	Critical	High	Medium	Low
Availability	99.9%	99%	98%	97%
Mean Time to Repair (MTTR)	2 – 4 Hours	8 hours	16 hours	32 hours

2. Post Go-Live Support

As part of the delivery of the solution it is expected that the Bidder shall provide Post Go

Live Support ("PGLS") for the Solution for 3 years following project completion / Go-Live. The Post Go Live Support ("PGLS") will start after completion of 2 months of Hyper-care Support after Go Live.

During the project there will be functionality developed and deployed on a Release basis, as a result each Release will need to be supported following go-live.

Therefore, the PGLS will run from the moment the first Release of the Solution is live through to the end of the 3 years' post releases completion timeline. The Bidder shall provide appropriate levels of on-site and off-site support as necessary. The Bidder's PGLS team shall be responsible for the continued delivery of stable systems, development, and operational support.

This includes a preventive maintenance program, managing releases, monitoring and system health checks and incident management. It is expected that out of hours support will be provided as needed.

Support of the system is key to establishing system and process stability within ecosystem following the deployment. Over and above the technical support required in this period, it is expected that support efforts shall target improving end-user familiarization with new applications and processes to enhance adoption and aid transition of new processes to a business-as-usual status.

The support provides a defined window of time for knowledge sharing and the transitioning of ownershipof support to Department of Consumer Affairs.

The purpose of the PGLS period is to accelerate business stabilization, through the following objectives:

1. To measure, and communicate, how performance is stabilizing against expectations;
2. To inform decision making about how performance issues should be resolved;
3. To prioritize and coordinate efforts to where they will have the most impact;
4. To monitor the impact of any changes until stabilization is achieved;
5. To help determine when the solution can transition to the enduring support model;
6. The PGLS team should have flexibility to scale up/down;
7. To ensure timely resolution of incidents;

8. When incidents occur, to restore normal service as quickly as possible to minimize business impact;
9. To ensure that incidents and service requests are processed consistently and that none are lost;
10. To direct support resources where most required;
11. To provide information that allows support processes to be optimized, the number of incidents tobe reduced, and management planning to be carried out.

After Go Live bidder shall provide 2 months Hyper Care on-site Support followed by 3 years support. Necessary transition needs to be taken care by the bidder during these transitions. Warranty support for the solution will be provided for the 2 months Hyper Care Support period or until all defects in the Solution for which the Bidder shall be responsible are resolved, whichever is longer.

Defects include those that were known prior to Go-Live and any new defects that materialize in operation during Warranty.

A defect can only be resolved if:

(a) Test passes
(b) A valid workaround is approved by Client
(c) Alternate resolution is approved by Client

A Warranty Defect can be defined as: any defects in the technical performance or functionality of any aspectof the Solution when assessed by reference to the Acceptance Criteria which are identified or known on the date of Acceptance or which arise during the Warranty Period.

The Bidder shall work to ensure that all defects and issues are resolved in line with agreed processes and procedures.

Case Management Services

Case Management is a comprehensive system of Management of Time & Events in a Legal Case as it proceeds through the Justice System, from initiationto resolution. The objective of Case Management includes:

a. Early resolution of disputes.
b. More effective use of judicial resources.

c. The establishment of resolution standards.
d. Monitoring of case loads.
e. Facilitating planning for the future.
f. Enhanced accountability.

The Case Management Services includes but not limited to the followingServices:

I. Single Point of Contact and Communication Channel betweenparties & other stakeholders.
II. Receiving and Scrutiny of documents.
III. Sending invitations, notices, summons & documents.
IV. Blueprint medication & management.
V. Hearing Management
VI. Calendar Management
VII. Monitoring of timelines for submissions & reminders
VIII. Liasioning with Neutrals & Parties
IX. Assistance in Drafting & sharing Orders & Awards
X. Issuing Procedural directions on behalf of Neutrals
XI. Generally keeping the process moving
XII. Acting as a sounding board for the parties & Neutrals in relation toprocedural matters
XIII. Managing deposits & fee
XIV. Any other tasks entrusted to it by the parties or Tribunal
XV. Providing assistance for obtaining certified copies
XVI. Monitoring the proceedings to make certain that it is performed properly and with the required speed and efficiency necessary

General Scope
Following are the general features required in the solution:

• Web-based application with Secure web access (e.g., https instead ofhttp)

• The Solution should be interoperable across different platforms.(Internet Browsers, Laptops, PCs, Tablets, Mobiles

etc.)

- Access with single sign-on

- Supporting bio-metric, integrated payment gateway

- Capability for continuous improvement and up-gradation

- Configurability through web-interface and client interface

- Provision for decision support mechanism

- Facilitate paperless working

- Workflow based process approval and archival mechanism whichshould be a rule based engine and not hard coded workflow

- Digital signatures for select high level functionaries

- Comprehensive data and application security features

- Adequate security provisions for preventing tampering of the softwareas well as data

- Archival of information and data

- Provision for role based access rights

- Provision of interactive validations of data entries

- Provision for reports generation as per requirements

- Linkage with DOCA website

- Development of Dashboards for Different Stakeholders

Integrations

a. **National Consumer Helpline integration**

There will be backward integration with the national consumer helplineportal for automatic transfer of case information upon initiation by either of the parties. The parties will be able to log onto the NCH portaland raise a request to initiate the ODR proceedings right from their dashboard. This will automatically trigger the data transfer to the ODR portal. Automatic case transfer by the court staff should be possible with integration with the court system. The integration will also enable the report back of the cases once they are closed (successfully or otherwise). This will enable seamless transition between the two systems.

b.   Other Integrations with any third party vendors when requested needto be implemented as well for the following purposes:

Usage Analytics

User interaction and performance analysis needs to be done, for which there will be a requirement for integrating with third party analytics softwares like google analytics.

User Authentications

User authentication needs to be implemented with government agencies (Aadhaar, or other SSO systems)

c. The platform should be modular and scalable to align with future requirements of the department of the on need basis to address the online resolution of disputes across the globe. Further, the platform architecture should be aptly granular and modular for further customization as per diverse geographical and sectoral-specific requirements.

Scalability and architectural flexibility to ensure future integration along with existing Global ODR systems in place:

The proposed solution should be in alignment to principles propounded in the global ODR activities undertaken by the renowned institutions like – UNCITRAL, APEC namely ISO TC 32122. Efforts for making international frameworks on ODR have started for;
(i)   Effective Reactions to the Cross-border Low-value Disputes in E-commerce
(ii) Harmonization for the ODR Schemes in various Regions

(iii) Smooth Introduction of ODR even in the Emerging Market Countries

A Project for TC321 has started in ISO as below:

Standardization in the field of "transaction assurance in e-commerce related upstream/downstream processes", including the following:

* Assurance of transaction process in e-commerce (including easier access to e-platforms and e-stores);
* Protection of online consumer rights including both prevention of online disputes and resolution process;
* Interoperability and admissibility of inspection result data on commodity quality in cross-border e-commerce;
* Assurance of e-commerce delivery to the final consumer.

It is aimed to provide ISO ODR standards to e-Commerce operators including e-Commerce platform operators, which try to develop their own ODR service, and ODR service providers that are outsourced by E-Commerce operators. Due attention is invited to Basic Principles and technical conditions propounded in ISO TC 321 project of APEC region as below;

Basic Principles

* General
* Accessible
* Accountable
* Competent
* Confidential
* Equal
* Fair/Impartial/Neutral
* Legal
* Secure
* Transparent

Technical Conditions

* Protecting Personal Information and Privacy
* Anonymization of Decisions
* Records Sealing
* Security and Storage of Records
* Access to Records

> The bidder is requested to familiarize himself with the above principles and frameworks discussed and take suitable inputs therein with respect to global best practices while framing the proposed solution.

<u>Training</u>

Capacity Building is a highly critical component of Solution rollout. The objective of Capacity Building (CB) initiatives is to equip the direct users and other stakeholders of AFTP with the right skills, and knowledge to optimally use the IT solution being implemented. The bidder will provide the training and documentation for all users of the system

Every user group would have a separate Pre and Post Implementation Training.The Training program would be split into series of sessions for different user groups and across functional areas of the system.

Successful bidder will provide training to personnel and ensure that proper hands-on training to the staff on the application/solution implemented begiven to enable them to become well conversant with the functionalities, features, and processes of the solution after the training. Training will be planned in multiple sessions/stages as per the need and requirement of the project/application.

The space for Onsite training will be provided by DOCA. The training materials (User Manual etc.) will be curated by the successful bidder in consultation with DOCA.

The training activities should also cover:

- Complete training needs assessment for implementation of the Solution

- Develop training strategy and curriculum

- Develop high-level design for each training course

- Developing detailed training materials

- Conduct pilot training sessions

- Conduct Master Trainer/Instructor training

On-Site Support
Bidder shall also provide onsite support for on-boarding, training, hand-holdingand issue resolution and support persons shall be deployed throughout thecontract period as per the requirement of DoCA.

Integration with other GovernmentSystems/MIS

Bidder will seamlessly integrate the provided platform with other department websites/portals. Various departments should be able to share the data from their transactional systems through a variety of modes (e.g.: Web Service, Web links, Interface to upload (spreadsheet, CSV, flat-file, etc.) or screen enabling input of the requisite data on the portal, through email data in Spreadsheets, CSV, flat file, etc.) on real-time, a daily/weekly/monthly basis (depending on the type of service/data) or as per the agreed frequency with DOCA.

User Management

SP needs to classify the users as per the rights and access to be granted. Each type of user would have different types of rights and they should be able to login only with their credentials. The user should be able to perform only those activities for which rights are granted. There should be controlled access to systems and their components and User Policy should govern the access rights of a particular user.

i. Change Management & Tracker

The system should have privileges to capture and record the data changes that had taken place. It should capture data additions, changes, and deletions made through the user interface, imports, and database scripts.

ii. High-Level Architecture

It is recommended that the successful bidder should study the requirements and existing system and design the most suitable architecture for the proposed system. They shall be responsible for providing the desired hosting requirements including the desired Server Infrastructure requirements in compliance to existing guidelines of Govt. of India specifically MeITY guidelines.

Audit Trail

The system will provide the audit trails to track user access and behavior. It would also help the system to ensure system integrity through verification.

Hosting Requirements

i. Cloud Hosting

Bidder will host the solution at one of the secured Data Centers by Cloud Services Providers empanelled by the GeM/ as per the MeITY guidelines.

a)   All the software used for the proposed Solution shall be licensed to DOCA andwill be the property of the DOCA. The licenses shall be perpetual.

b)   All the data created/captured under this project shall also be the property of DoCA.

c)   Bidder will also be required to submit appropriate sizing of the solution considering the load on the system, number of users and number of concurrent users as well.

d)   Bidder shall adhere and comply with all related Government policies with regardsto cloud hosting, released from time to time.

e)   Bidder shall also provide for the bandwidth needed to meet the portal requirements in sizing consideration.

f)Bidder shall ensure data backup of application, system, database on real time basis.

Provision of Security Infrastructure

Bidder will ensure the security of the system through the deployment of Firewall, authentication modules, Web Single Sign-On, and all other security measures required to ensure safety, security, and confidentiality of data.

Bidder will also provide for the creation & maintenance of the directory server integrated with security modules like Authentication, Authorization & Auditing capabilities, Web single sign-on, One Time Password (OTP) management for critical components and the usage of digital signature to ensure web-based signage of documents. The SI should also employ the usage of a log co-relator system to ensure audit logs and analysis of log files.

The system integrator would also ensure adequate data security mechanisms in place by the usage of the database encryption and secure data backup practice where the data being backed up would be encrypted and password protected.

Application Licenses

The SI shall be responsible for procurement of necessary Enterprise (perpetual) licenses (unlimited number of users) for the proper development and functioning of the software. All licenses will be procured in the name of DOCA and will include AMC for the entire duration of the contract. Bidder will maintain an inventory of all software components procured (financially or open-source), license renewals, etc. All the software components mentioned in this list should be in compliance to the existing Govt. guidelines and MeITY

guidelines. This list will be made available to DoCA on request.

Adherence to standards

Bidder Solution complies with relevant defined industry standards (their latest versions as on date) wherever applicable.

Application Testing

The System Integrator shall design the Testing strategy including Test Cases and conduct testing of various components of the proposed Solution customized for DoCA. The Proposed Solution testing shall at least include Unit Testing,System Integration Testing, Performance Testing, User Acceptance Testing (UAT), etc. It shall submit Testing Reports including positive and negative testing.

The System Integrator shall obtain the sign-off from DOCA on the testing approach and plan (inclusive of Test cases). The System Integrator shall perform the testing of the solution based on the approved test plan, document the results, and shall fix the bugs found during the testing. Though DOCA is required to provide formal approval for the test plan, it is the ultimate responsibility of the System Integrator to ensure that the end product delivered meets all the requirements of the implementation specified by DOCA in this Bidding document.

At least the following activities will be carried out by the System Integrator as part of the Application Software testing:

• The System Integrator shall prepare the solution testing procedure for conducting a test on various modules of the proposed Solution including the Test cases. The software testing shall include Unit Testing,System Integration Testing, User Acceptance Testing, Performance Testing (Full Load/ Stress Test), Integrity Testing, Security & AccessControl Testing etc.

• The System Integrator shall obtain the sign-off from DOCA on the testing approach and plan.

• The System Integrator shall demonstrate to DOCA that the solution meet all the functional & technical requirements as per the RFP as well as the requirements finalized during the requirement gathering activity done by System Integrator.

  • The System Integrator shall test the integration of the cross-function modules as well as the external applications based on the approved testing procedure.

- On successful completion of the Integration testing, the System Integrator shall conduct the Full load/Stress test using suitable tools in accordance with the approved test plan. These tools have to be provided by System Integrator.

- The System Integrator shall provide and ensure all the necessary support for the conduct of the User Acceptance test by the identified employees of DOCA who are responsible for day-to-day operations of the functions automated through the Proposed Solution. The System Integrator shall share the test cases and demonstrate the testing procedure to the identified employees.

- The System Integrator shall fix the bugs/errors found during the testing,document the results of the testing, and submit a report to DOCA.

Quality review and Security Audit

DoCA shall conduct the Quality Review of the implementation of the proposed solution. The core responsibility of the quality review team will be as follows:

      iv. Review the project plan

      v. Review the Blueprinting

      vi. Review the test plan

      vii. Review the test results

      viii. Review the Go-Live readiness

The System Integrator is also required to conduct software and System Testing of the entire IT Infrastructure (Software and Hardware) as part of final acceptance that will cover the below mentioned:

    a. Software Testing & Assessment

    b. Software Process Assessment

    c. Information Security Testing and assessment

The detailed scope of the audit will be finalized at the time of finalization of preparation of test cases. Post that, a yearly security audit shall be arranged to be carried out by the System Integrator through a Certified empanelled agency.All expenses towards security audit will be borne by System Integrator. It will be the responsibility of the System Integrator to ensure that all the vulnerabilities and issues reported in the audit are promptly resolved and the resolution document is submitted to DOCA and Security agency to show compliance.

Implementation, UAT and Go live

During the implementation and go-live, the SI is expected to monitor the entire progress and report the same to DOCA.

- Monitor the development of the Solution and conduct regular monitoring of the solution developed to map the development with the requirement designed during the design phase
- Evaluate Proposed System effectiveness and report challenges if any, with the stakeholders and find a resolution.
- Once, developed, run the application on the system on a pilot basis (pilot departments)
- Run User Acceptance Testing and document it.
- Get user feedback on the modules run on the pilot and make necessary changes as per the UAT and other feedback
- Implement the entire solution

Training to the end-users

SI needs to provide training to DOCA personnel and ensure that proper hands-on training to the staff on the application/solution implemented be given. The users should be well conversant with the functionalities, features, and processes of the solution after the training.

Training could be planned in multiple sessions/stages as per the need and requirement of the project/application. The training methodology will be an interactive workshop mode.

The space for training will be provided by DoCA. The requisite training infrastructure like computers, projector with screen shall be provided. The training materials (User Manual etc.) is to be compiled by the SI in consultation with DoCA.

The training activities should also cover:

- Complete training needs assessment for implementation of the Solution
- Develop training strategy and curriculum
- Develop high-level design for each training course
- Developing detailed training materials
- Conduct pilot training sessions
- Conduct Master Trainer/Instructor training

An indicative training schedule could be as below:

Training for UserGroup (Indicative Only)	Period of each Training Session (Indicative Only)
Secretary, HODs and Senior Management of DOCA	One day
Staff at DoCA	Seven Days

Security, Integrity and Confidentiality

i. Web Services Security

SI should ensure that all the Web services including routing, management, publication, and discovery should be carried out in a secure manner. Those who are using Web services should be able to utilize security services such as authentication, authorization, encryption, and auditing. Encryption of data shall take place at the client level itself. The application server shall provide SSL security.

ii. Data Integrity and Confidentiality

Data integrity techniques need to be deployed to ensure that information has not been altered or modified during transmission without detection. Similarly, Data confidentiality features are also to be applied to ensure that the data is only accessible by the intended parties.

iii. Transactions and Communications

With respect to the Data Transactions and Communications, SI needs to ensure that the business process is done properly, and the flow of operations are executed in the correct manner.

iv. Non-repudiation Security

The application shall have the non-repudiation security services to protect a party to a transaction against false denial of the occurrence of that transaction by another party. End-to-End Integrity and Confidentiality of Messages The integrity and confidentiality of messages must be ensured even in the presence of intermediaries.

v. Data Integrity and Database Controls

SI needs to make sure that the design ensures the data integrity controls Atomicity, Consistency, Isolation,

and Durability. The database controls for online Transaction processing systems like Access to the database directly, Access to the database through an application, Access to log files, Access by the remote terminals, DBA Controls, Backup policy and backup procedures.

User Support and Maintenance

i. Application Monitoring and Compliance to Service Level Agreement

- Monitor Solution application on a day-to-day basis to ensure that it functions reliably.

- Monitor application to ensure that the application does not suspend, hang etc.

- Monitor components, including but not limited to, Application servers, Web Servers, Middleware, and other Servers on an ongoing basis to ensure smooth functioning of the applications.

- The System Integrator shall ensure compliance to uptime and performance requirements of Solution as indicated in the SLA and any major changes to the software shall be planned accordingly by the System Integrator for ensuring the SLA requirements.

- Ensure the accuracy and timeliness of data uploaded as received.

- Resolve and report the data discrepancies to the designated DOCA persons.

- The System Integrator shall submit a document on the performance of the Solution application against the desired SLA on a Quarterly basis.

- Provide manpower support for running successful operations on a day-to-day basis as per DOCA's requirements.

ii. Application support including modifications and integration with future systems

- Enhancement/modifications with respect to new/enhanced/enriched functionality

- Ensure the desired functioning of the Interface/integration

- Test scripts preparation and interim application testing

- Application installation and testing whenever required

- Modification/development of reports

- Manage the database administration according to the agreed standards.

- Present relevant information and training if applicable and necessary regarding the use and functions of newproducts and services to a defined number of relevant Users designated by DOCA.

- Provide handholding support to end-users in carrying out the business process transactions.

iii. Contingency Plan for Application and Data

Bidder will provide a backup Plan (BCP) if Primary Data Centre goes down to DoCA at a later stage. This includes application crash, database crash, network crash or any other issues rendering the Data center unresponsive.

iv. Bug/Fixes Management

Bidder will address all the errors/bugs/gaps at no additional cost.

v. Software Change and Version Control

- Bidder will maintain version control and configuration information for any system documentation and application software.

- Any changes/customizations to the Solution application shall be provided by Bidder as per mutually agreed plan.

- All changes during the stabilization or support & maintenance shall not be at additional cost.

- Bidder will submit a monthly report on the changes performed on the application and resolution of malfunctions carried out

- Troubleshoot all possible problems, monitor erratic behaviour through the Application Logs.

Operation and Maintenance Phase

During the O & M phase Bidder will ensure that the deployed solution is working smoothly. A team should be deployed for providing AMC, gathering additional requirements, resolving issues, liasoning with departments and officers, reports generation etc. The O & M would be initiated after the successful launch or Go-Live of Solution. O&M would be responsibility of DoCA up to a period of 3 years

Documentation

i. Project and Product Documentation

Bidder shall provide detailed final system documentation for reference to DOCA. System Bidder will provide the final User Manuals incorporating details of all menus and functionality provided by the System. In addition, Bidder will provide ongoing product information for reference purposes and to facilitate self-education for DOCA Personnel.

ii. User Manuals

Bidder will provide prepare a comprehensive User Manual (video and document) for both Users as well as the public. The soft copy of the same should be available in the Web Portal for DOCA for downloading.

Project deliverables and Timelines

All deliverables will be deemed to have been completed only after the signature of authorized personnel of DOCA to be intimated later stage to successful bidders. The tasks that are provided in this document and under "Deliverables" are to be performed by the System Integrator in such a manner that it will not affect the Project Schedule. The System Integrator shall adhere to the above time schedule for timely and successful completion of the Project and submit the acceptance to this time schedule.

6.   INSTRUCTION TO BIDDERS

Advice to the Bidders

Bidders are advised to study this GeM Portal document carefully before participating. It shall be deemed that submission of Bid by the Bidder has been done after its careful study and examination of the GeM Portal document with the full understanding of its implications. The Bid is to be submitted as per the enclosed format only. Attach the certificates & documents asked for in the bid document and department website.

GeM Portal Document

a.   The GeM Portal document can be downloaded from the GeM Portal link https://gem.gov.in.

The Bidders are required to submit an EMD of 10 % of Total Project Cost. Demand Draft in the favor of "Department of Consumer Affairs "

(As per Department of Expenditure's Office Memorandum dated 20.09.2016 criteria of prior turnover and prior experience along with other relaxation provided therein for all Startups is relaxed subject to their meeting of quality and technical specification)

b.   Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission keeping Bank's clearing process lead time.

c.   The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful Bidders, post award of contract and subject tothe conditions mentioned hereunder. The successful Bidder's EMD will be discharged to the successful Bidder post executing the Contract and furnishing the Bank Guarantee as specified in this e-tender.

d.   The EMD shall be forfeited and appropriated by DOCA without prejudice to any other right or remedy that may be available to DOCA hereunder or otherwise, under the aforementioned conditions. In such an event, the decision of the DOCA regarding forfeiture of the Bid Security shall be final and binding upon Bidders.

   o   If a Bidder submits a non-responsive Bid; and/or if a Bidder withdraw his Bid or increases his quoted prices during the period of Bid validity or its extended period if any.

   o   In the case of the successful Bidder if the Bidder fails within the specified time limit:

      i.   to sign the contract within the time specified by DOCA; or

      ii.   to furnish the Performance Bank Guarantee within the period prescribed as specified in terms and conditions of the contract.

   o   During the Bid process, before the signing of the contract, if the Bidder fails to comply with the terms and conditions of the tender.

e.   If during the Bid process, any information provided by the Bidder is found false/ fraudulent/ mala fide, then DOCA shall reject the Bid and initiatefurther action as deemed fit.

f.   If during the Bid process, a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of Bid evaluation and finalization.

g.   If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, then DOCA shall reject the Bid and initiate further action as deemed fit.

Submission of Bid

1. Sealed Bids shall be received by the DOCA, through the GeM Portal system before the time and date specified in the schedule of the GeM Portal notice. In the event of the specified date for the submission of the Bid being declared a holiday, the Bids will be received up to the appointed time on the next working day. Authority may, at its discretion, extend this deadline for submission of Bid by issuing a corrigendum and uploading the same on e-Tendering system.

2. To view- GeM Portal Notice, Detailed Time Schedule, GeM Portal Document for this GeM Portal and subsequently purchase the GeM Portal Document and its supporting documents, kindly visit the tendering website https://gem.gov.in.

3. The Bidders participating first time for e-Tenders on the e-Tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new Bidders is provided on https://gem.gov.in.

Bid Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this e-Tender. Bids with deviation from this format are liable for rejection.

2. Complete Bid process is online (e-Tendering) in two envelope system.Submission of a Bid shall be in accordance with the instructions given in the Table below

    Technical Proposal Submission process:

    - Scanned copy of Receipt of the GeM Portal Fees
    - Scanned copy of Earnest Money Deposit (EMD) or Start-up exemption exempt certificate, if eligible.

    - Qualification and Technical Documents as per RFP

    The Qualification documents and technical documents shall be prepared in accordance with the requirements specified in this GeM Portal and the formats prescribed in this e-Tender. Bidders shall submit accurately filled Checklist for Qualification documents technical evaluation documents as per format mentioned in this e-Tender.

    Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Technical Proposal should be submitted through the online Bid submission process only.

    Envelope A:

    The Bidder shall upload the following documents through the online Bid Envelope B:

    The Financial Proposal shall be prepared in accordance with the requirements of Financial Proposal specified in this e-Tender.

    Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through the online Bid submission process only.

3. The Bid should be a complete document and should be page-numbered, indexed, and submitted as a single set. The document should be page-numbered and appropriately indexed and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the

rejection of the Bid.

4. Bids sent by courier/post shall be rejected.

5. The GeM Portal documents by the Bidders shall be submitted in original and countersigned by the Bidder when asked for the by the department for verification purposes.

Late Submission of Bid

Late submission of the Bid will not be permitted by the e-Tendering system.

Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of its Bid and authority shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.

Erasures or Alterations and Signing of Bids

The original Bids shall be signed by the Bidder, or a person (s) duly authorized using his/her digital certificate through the e-Tendering system. Such authorization shall be indicated by power-of-attorney accompanying the Bids. The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case, such corrections shall be initiated by the person or persons signing the Bids.

Pre-Bid Meeting

Pre-Bid Meeting of all the interested Bidders will be held at the scheduled date and time i.e. From **DD/MM/YY**, Time: 4:00 PM. Pre-bid meeting may be held over Video Conference or physically at DoCA office. Interested Bidders are requested to share their email id (only 1 email ids/person from each organization) and pre-Bid queries by Up to **17/11/2023**, Time: 06:00 PM on Email I'd:- Jasbir.tiwari13@nic.in .

In a pre-bid meeting problems of general nature will be entertained. Any change decided in the pre- Bid shall be uploaded on the e-Tendering system as a corrigendum. This will form a part of this Bid document.

Any amendment in the above schedule or mode of the pre-Bid meeting would be intimated in due course.

7. Pre-Bid Queries

Bidders are requested to submit their queries on the company letterhead and in the following format on or before **14/11/2023**, Time 06:00 PM at the designated

Mail id- Jasbir.tiwari13@nic.in

(011-23385723/011-23381233)

The queries not adhering to the below-mentioned format shall not be responded to.

#	RFP Page No.	RFP Clause No.	Clause Title	Queries/ Clarification Sought	Justification by Bidder

a.   **Amendment of GeM Portal Document**

1.   At any time before the deadline for submission of Bid, the authority may,for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the GeM PortalDocument by amending, modifying and/or supplementing the same.

2.   The amendments shall be published on the department/ Gem Portal website (https://gem.gov.in). Prospective Bidders are advised to periodically browse this website/Gem portal to find out any further corrigendum/addendum/notice published with respect to this e-Tender.

3.   In the event of any amendment, the authority reserves the right to extend the deadline for the submission of the Bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their Bids.

b.   **Bid Validity**

1. The offer/proposals submitted by the Bidders shall be valid for a minimum period of 180 days after opening of Financial Bid. In exceptional circumstances, prior to the expiration of the Bid validity period, DOCA may request Bidders to extend the period of validity of their Bids. Requests and responses shall be made in writing. In event of such extension, DOCA shall request the Bidder for extension of Bid validity and submit new Bid security to cover the extended period of validity of their Bids.

c.   **Modification & Withdrawal of Bids**

1.   Bid submitted shall not be modified by the Bidder after the closing date and time for submission of a Bid. If the bid is modified, the EMD shall be forfeited.

2.   Withdrawal of Bids is not permissible after its submission. If the Bid is withdrawn before the validity period, the EMD shall be forfeited.

d.   **Clarification of Bids**

To assist in the scrutiny, evaluation, and comparison of Bids, DoCA may, at its discretion, ask some or all the Bidders for clarification of their Bids on any of the points mentioned therein and the same may be sent through email.

e.   **GeM Portal Opening**

1.   The technical Bids will be opened on the e-Tendering system and the same will be evaluated as per the qualificationcriteria and relevant documents in support of them. Financial Bids of only technically qualified Bidders will be opened onthe e-Tendering system. The decision of the committee shall be final in this regard.

2. Bidders qualified in the Technical Evaluation will be advised of the location, date, and time set for the opening of the financial proposal separately. Intimation will be given to allow interested Bidders or their representatives to attend the opening of the financial proposals.

f.   Two Envelope Process

1. The offer should be submitted online in the prescribed form as per TWO ENVELOPE SYSTEM ONLY. Both the Bids (Technical as well as Financial)shall have to be submitted online submission only. Presentation should not be submitted along with technical bid document this should be reserved for the date & time of Technical presentation to be communicated separately to qualified bidders. Bids submitted via physical submission will not be entertained.

2. The Bidder shall submit the Tender and documents separately as per two bid system.

Envelope - 1: Technical Bids

3. The Technical Bid shall be complete in all respects and contain all information and documents asked for. It must not contain any price information.

4. During the activity of Bid Submission, the Bidder is required to upload all the documents of the technical Bid by scanning the documents and uploading them in PDF format. This activity of uploading the documents as well as preparation of financial Bid and other Annexures enclosed with the GeM Portal (if any) should be completed within the Bid submission timelines.

5. The list of documents to be uploaded as part of a technical Bid are to be as per the e-Tendering system and the bid document.

6. Documents/Certificates from CA should mandatorily be attested with Signature of CA. Self-Attested Documents will not be accepted.

Checklist for Technical Bid

Sr. No.	Details	Section
1.	Supporting documents as per Pre - Qualification Criteria	As per RFP
2.	EMD and Tender Fee	Scanned copy/ As per provisions of GeM Portal
3.	Supporting technical documents as per RFPincluding all the forms as applicable	As per RFP
4.	Signed and stamped tender form	As per RFP

Envelope - 2: Financial Bids

Bidder shall submit their financial Bid only in the e-Tendering system. Price quoted elsewhere shall be liable to rejection.

Checklist for Financial Bid.

Sr. No.	Details	Section
1.	Financial Bid Letter	As per RFP Format
As	Financial Bid Format as per https://gem.gov.in	To be submitted only on Gem portal.

g. Evaluation Process

Initially, only the 'Technical Bids' (Envelope-1) will be opened and evaluated. All technical bids will be evaluated, and a technical score would be arrived at. In the second stage, only those Bidders, who have qualified in the technical evaluation, shall be invited for financial evaluation. The Quality Cost-Based Selection (QCBS) will be used for evaluation.

Technical Bid Evaluation Criteria

On opening of the Bid document, the Pre-qualification / eligibility criteria of the Bidders shall be evaluated. All Bidders who have satisfied the Pre-qualification / eligibility criteria shall be considered for next phase of Technical Evaluation and shall be evaluated on score of 100 by the evaluation committee.

DoCA may seek clarifications from any or each Bidder as a part of technical evaluation. All clarifications received within the stipulated time shall be considered for evaluation. In case of clarification is not received within the stipulated time, the respective technical parameter would be treated as non- compliant and the decision to qualify the Bidder shall be accordingly taken by DOCA. Bidders scoring a minimum score of 60% i.e., an overall score of 60 marks or more will be declared technically qualified.

Financial Bid Evaluation

It may be noted that financial Bids will be subjected to the following evaluation process.

Only those Bidders meeting the eligibility criteria will be considered for further stages of evaluation only those Bidders scoring 60% (60 marks out of 100) or above in the technical evaluation will be short-listed for financial evaluation.

The envelope containing the financial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting a financial Bid is as per the Financial Bid Format on https://gem.gov.in

The financial offer should consist of a comprehensive Cost for the required solution. Bidder must provide a detailed cost breakdown, for each and every category mentioned in the financial Bid. The DOCA will determine whether the Financial Bids are complete, unqualified, and

unconditional. The technically qualified Bidders will be required to participate in the financial Bid opening. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

Financial Bid Evaluation Considerations

Financial Bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amountin words shall prevail.
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.

3. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of DOCA, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.

4. Where there is a discrepancy between the amount mentioned inthe Bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.

5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the Bid price shall prevail.

6. If there is a discrepancy in the total, the correct total shall be arrived at by DoCA.

7. In case the Bidder does not accept the correction of the errors asstated above, the Bid shall be rejected.

8. At the sole discretion and determination of DoCA, DoCA may add any other relevant criteria for evaluating the proposals received in response to this TENDER FORM.

9. All liability related to non-compliance with these minimum wages requirements and another law will be the responsibility of the Bidder.
10. DOCA shall not incur any liability to the affected Bidder on accountof such rejection.

11. The financials will be calculated till two decimal points only. Ifthe third decimal number is greater than .005 the second decimal number shall be scaled up else, it shall be scaled down to arrive at two decimal points.

    DoCA reserves the right to float the RFP again. DoCA shall not incur any liability to the Bidder(s) on account of the reissue of RFP. DoCA shall not be obliged to inform the Bidder(s) of the grounds for the rejection. The DoCA reserves the right to modify any items of the scope of the RFP. The RFP may be reissued on account of the following.

1. If none of the Bidders qualifies in the technical Bid evaluation.

2. If a selected Bidder fails to execute the contract within the time limit stipulated. Any decision in this regard by DoCA shall be final, conclusive, and binding on the selected Bidders.

h.   Notification of Award

Prior to the expiration of the period of Bid validity, DOCA will notify the successful Bidder that its Bid has been accepted. The notification of award will constitute the formation of the Contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee within 15 days, the Authority may notify each unsuccessful Bidder. The Performance Guarantee shall be submitted by the successful Bidder within 15 working days of receipt of the acceptance letter from the successful Bidder. Non-Submission of the Performance Bank Guarantee within the timeperiod shall be considered as a default on the part of the successful Bidder and mayshall entail cancellation of the acceptance letter and forfeiture of the Earnest Money Deposit.

i.   Signing of Contract

1.   At the same time as the DoCA notifies the successful Bidder that its Bid has been accepted, DoCA shall send the Bidder the Pro forma for Contract,incorporating all agreements between the DoCA and Bidder.

2.   Within 15 working days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to DoCA. Failure to do so shall entail cancellation of the acceptance letter and forfeiture of the Earnest Money Deposit.

3.   The rates in the Contract will be valid from the date of the signing of the contract till the completion of the contract period. No representation in this regard will be entertained.

j.   Confidentiality of the Document to be kept by the Bidder.
Bidder shall not disclose anything which constitutes part of their Bid submission in any manner, whatsoever, to any third party, till finalization of this Tendering process.

k.   GeM Portal Related Conditions
1.   The Bidder should confirm unconditional acceptance of full responsibility of completion of work and for executing the 'Scope of Work' of this e-Tender. This confirmation should be submitted as part of the Technical Bid. The Bidder shall nominate the sole point of contact (SPOC) for all purposes of the Contract.

2.   The Bidder should not be involved in any litigation that may have an impact on affecting or compromising the delivery of services as required under this contract. If at any stage of the e Tendering process or during the currency of the Contract, any suppression/falsification of such information is brought to the knowledge of the Authority, the Authority shall have the right to reject the Bid or terminate the contract, as the case may be, without any compensation to the Bidder.

k. Rejection Criteria

1. Besides other conditions and terms highlighted in the GeM Portaldocument, Bids may be rejected under the following circumstances:

    a. General Rejection Criteria

        i. Bids received through E-Mail and offline mode.

        ii. Bids that do not confirm unconditional validity of the Bid as prescribed in the e-Tender.

        iii. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the e-Tendering Process.

        iv. Any effort on the part of a Bidder to influence the authority's Bid evaluation, Bid comparison or contract award decisions.

        v. Bids received by the Authority after the last date for receipt of Bids prescribed by the Authority.

        vi. Bids without the signature of the person (s) duly authorized on required pages of the Bid.

        vii. Bids without the power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

        viii. In case a Bidder submits multiple Bids or if common interests are found in two or more Bids.

    b. Technical Rejection Criteria

        i. Technical Bid containing financial details.

        ii. The revelation of Prices in any form or by any reason before opening the Financial Bid.

        iii. Failure to furnish all information required by the GeM Portal Document or submission of a Bid not substantially responsive to the GeM Portal Document in every respect.

        iv. Bidders not quoting for the complete scope of Work as indicated in the GeM Portal documents, addendum (if any) and any subsequent information given to the Bidder.

        v. Bidders not complying with the Technical and General Terms

and conditions as stated in the GeM Portal Documents.

vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services if the Bid does not conform to the timelines indicated in the Bid.

c.   Financial Rejection Criteria

i.   Incomplete Price Bid.

ii.   Price Bids that do not conform to the e-Tenders price Bid format.

iii.   The total price quoted by the Bidder does not include all statutory taxes and levies applicable.

iv.   If there is an arithmetic discrepancy in the financial Bid calculations the Authority shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.

7. Evaluation Process

Qualification of Bidder:

The interested bidders are required to furnish all documents on GEM Portal for shortlisting as per the pre- qualification criteria given below. Further the shortlisted bidders will be evaluated further on technical criteria as mentioned in this section.

Pre- Qualification checklist:

Eligibility/Pre-Qualification criteria

Sl.No	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
1	BIDDING ENTITY	a. The Bidder should be a Company incorporated under the Companies Act, 2013 with registered office in India for not less than 5 years. and **JV/Consortium is Not Allowed.**	i. Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 ii. Power of Attorney/Letter of Authorization
2	Annual Turnover	Bidder should have an average Annual turnover of minimum INR **3 Crores** in the last 3 financial years (FY 2020-21, 2021-22 and 2022-23). *For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered.*	i. Certificate from the Statutory Auditor/CA clearly specifying the annual turnover for the specified years ii. Registration certificates for start-ups.
3	Net worth	The bidders should have positive net worth for the last three financial years (FY 2020-21, 2021-22 and 2022-23).	i. Certificate from the Statutory Auditor/CA clearly specifying the net worth of the firm

Sl.No	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
		For the purpose of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. *For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.*	
4	**Non – Blacklisting/ Debarment**	The Bidder **should not have been blacklisted or debarred** by any State / Central Government Department or Central /State PSUs in India or Abroad as on Bid Due Date. Bidder declared ineligible by any Central or State Government agency or Public Sector Undertakings for indulging in corrupt or fraudulent practices shall be ineligible to Bid in this tender.	Undertaking as provided (self-attested)

Technical Evaluation Criteria

S No.	Technical Bid Evaluation Criteria	Document Submission	Maximum Marks
1.	The Bidder should have Experience of Design& Development or O&M of Large-Scale Websites / Portals / Mobile Application of minimum by Government Institution in last 7 years: Up to 3 Projects = 10 marks Up to 5 Projects = 15 marks More than 5 (>5) Projects = 20 marks	a) For work Completed Projects, Work completion certificate/ Work order/ Contract Document/ Invoice/ MoU/ Engagement Letter/ User Acceptance Certificates/ GeM order. b) For ongoing Projects, Phase completion certificate with work Order/Contract Document/ Invoice/ MoU/ Engagement Letters/ User acceptance / gem Order.	20
2.	Experience of executing Similar Projects having multiple users with AI led Matching ofRequestor and Responder for Government Institutes. 1-3 Project = 5 Marks 4-5 projects = 7 marks More than 5 projects = 10 Marks	a) For work Completed Projects, Work completion certificate/ Work order/ Contract Document/ Invoice/ MoU / Engagement Letter/ User Acceptance Certificates/ GeM order. b) For ongoing Projects, Phase completion certificate with work Order/Contract Document/ Invoice/ MoU / Engagement Letters/ User acceptance / gem Order.	10
3.	Experience of handling Projects related to dispute resolution for Government Institutes in last 7 years. Up to 3 Projects = 5 marks Up to 5 Projects = 7.5 marks More than 5 (>5) Projects = 10 marks	a) For work Completed Projects, Work completion certificate/ Work order/ Contract Document/ Invoice/ MoU/ Engagement Letter/ User Acceptance Certificates/ GeM order. b)For ongoing Projects, Phase completion certificate with work Order/Contract Document/ Invoice/ MoU/ Engagement Letters/ User acceptance / gem Order	10
4.	Bidder should have following Certifications (CMMI Level 3 & above, ISO 9001:2000, ISO 27000) as on the date of Bid Submission.1 certification = 5 Marks 2 certifications = 7.5 Marks	Copies of certificates to be submitted. Certifications should be valid as on date of submissionof the proposal	10

	All 3 certifications = 10 Marks		
5.	Technical Presentation: 1. Understanding of Scope of Work 2. Detailed Approach and implementation methodology 3. Adherence to Timelines and Work Schedule(specific deliverables) 4. Project Management Practices and Work plan with team composition 5. Innovation and Deployment of new age technology (specific details)	Copy of Presentation to be shared with client during the day of the presentation.	20
6.	Demonstration of Platform having Similar scope of work provided to any Central/ State Govt. Government or Quasi Government Bodies atCentre.	Demonstration of the Solutions at the day of technical presentation.	20
7.	Profiles of Resume Submitted for the project team. Number of Legal experts (LLB/LLM) /lawyers empanelled with the service provider: 2 or more =5 Marks 5 or more =7.5 Marks 10 or more = 10 Marks	Copies of Profiles should be provided.	10

Please note that the presentation should not be submitted as part of bid document. The bidders will be required to make the presentations separately on intimated date and time.

Committee will evaluate the proposal and allot the marks on the above-mentioned criteria.

Technical Evaluation

The proposals from bidders will be evaluated based on the evaluationparameters mentioned below.

1. This is a Quality and Cost Based Selection (QCBS). The technical evaluation marks would be given 80% weightage and financial evaluation marks would be given 20% weightage to arrive at a composite score.

2. The bidder with the highest composite score shall be awarded the contract. However, DoCA reserves the right to confirm the bidder with the highest composite score as a successful bidder subject to negotiations and approval of the competent authority.

Financial Evaluation:

1. Financial bids of technically qualified bidders shall be opened i.e., those who score minimum 60 Points out of 100 Points in technical evaluation.
2. The bidders must provide lump sum cost for the requirements of Department of Consumer Affairswhich will be considered as the financial bid.
3. 100 Points will be awarded to the bidder with the Lowest Total Financial Bid Quotation (LTFBQ) forPart – A and rest of the bidders will be awarded points inversely proportional to the LTFBQ.
4. Formula: - (LTFBQ/TFBQ) *100
LTFBQ: Lowest Total Financial Bid Quotation TFBQ: Total Financial Bid Quotation

Combined Evaluation:

1. QCBS - 80:20 Criteria – Technical: Financial
2. The Technical evaluation score that will be considered will be the simple average score of the entire committee. Only those parties who score more than 60/100 in the technical evaluation will qualify the technical bid for further consideration of financial bid.
3. Technical Scores will be assigned and will have a weightage of 80%. The Financial Proposals will be allotted a weightage of 20%.
4. The total score shall be obtained by weighing the technical and financial scores and adding them up. Based on combined weighted technical and financial score, the bidder shall be ranked in termsof total score obtained.
5. The proposals (qualifying for financial evaluation) obtaining the highest total combined technical and financial score will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The bidder securing the highest combined marks will be considered for award of the contract.

Do Note: The end client reserves the right to consider the bidder who have highest technical score with first right of refusal.

8. Payment Terms

1. Payment should be made on following deliverables against the CAPEX Quoted in the financials.

Sr. No	Task	Activity	Timelines	Payment Terms and Conditions
A	Project Deliverables			
1	Submission and of Acceptance Reports	Inception, Functional Requirement Specification (FRS) and Software Requirement Specification (SRS) Document	T + 15 days	15% of CAPEX Price
2	Submission and of Acceptance Wireframes	Look and Feel of Portal and Mobile Applications	T + 30 days	15% of CAPEX Price
3	Demonstration and Acceptance of Beta Module	70% of quoted / agreed functionality demonstrated and accepted by Client	T + 60 days	30% of CAPEX Price
4	User Acceptance and Go-Live	Completion of Portal with Mobile Application as per SoW / expectations of Client with User Acceptance Test (UAT) and launch through respective stores (Apple and Android both) on Vendor hosted environment	T1 = T + 90 days	40% of CAPEX Price
5	Annual Maintenance Cost	Bug Fixes, Enhancements and New Functionality. Payment to be provided after deduction of applicable penalties	T1 + 3 Years	Payment in (12 equal parts) each quarter of O&M Phase.

2. During O&M Phase, the Monthly invoices shall be raised by the selected service provider and would be paid in equal installments i.e., 12 times (every quarter) over 3 years' time frame. The operations report must include:

1) Downtime
2) Query log
3) FTE wise Work Report for Enhancements
4) Brief on maintenance (issues highlighted and redressal)
5) SLA report

3. Team utilization/size is prerogative of Department of Consumer Affairs. Team size may be increased or decreased. Impact on monthly billing (increase/decrease) on lumpsum price quoted will be on thebasis of FTE cost.

4. The FTEs should be selected/replaced in consultation with Department of Consumer Affairs.

5. Maximum of 3 day leave per month is allowed for each FTE (Other than weekly off and central/state holidays). In case of additional leaves, vendor shall provide equivalent resources or payment shall be made on pro-rata basis.

6. Location of the project will be Delhi-NCR. No travel, lodging, food expenses will be borne by Department of Consumer Affairs for resources of the selected bidder travelling to Delhi/ NCR and the quoted rates in the bid should be blended off-site/ on-site resources. Department of Consumer Affairs will not bear any other out-of-pocket expenses unless pre-approved by Department of Consumer Affairs.

7. The vendor shall be responsible for payment to cloud service provider (CSP).

8. The selected bidder shall not be permitted to charge any separate fee for utilizing or deploying any software/tools/ licenses obtained from any third party or any proprietary software in performance of the services under the project.

Table: Manpower Qualifications		
Manpower	**Responsibility**	**Minimum Qualifications**
Project Manager	Manages the strategic aspects of the project Understand all business andfunctional requirements Manage all aspects of the project including planning, execution, and financial management. Monitor performance & efficiency of various Teams and Resources	For Program Manager, Business Management or EXC with MBA B.E / B.Tech in IT / Computers / ECE / / Post Graduation (experience less than 10 years would not beconsidered for this position)
	Understand all business and functional requirements and be a bridge between the client and the project execution team. Develop and manage detailed project plan in discussion with the department and ensure completion of all milestones as per timelines. Secure acceptance and approval of deliverables from the Stakeholders. Responsible f or communication, includingstatus reporting, risk management, escalation of issues that cannot be resolved in the team, and, in general,	Should have operating knowledge of computers and networking Prior project management experience of at least 8 years Excellent writing, communication, time management and multi-tasking skills Project Experience of leading projects on IT Solution as mentioned in this RFP. Project Experience in redressal/ Dispute resolution.

	making sure the project is delivered in budget, on	

Table: Manpower Qualifications		
Manpower	Responsibility	Minimum Qualifications
	schedule, and within scope.	
Solution Architect	Responsible for overall Enterprise/ Solution Architecture of the project	For Solution Architect, Graduate (B.E./B.Tech) in IT / Computers / ECE/ EXC from reputed Institutes like IIT withMBA / Post Graduate B.E / B.Tech in IT / Computers / ECE / EXC with MBA / Post Graduation from other institutes (experience less than 7 years would not be considered for this position) Languages known: Hindi, English. Prior experience of handling at least two (2) projects Excellent writing, communication, time management and multi-tasking skills Project Experience of leading projects on Proposed Solution as mentioned in this RFP.
Database administrator	Responsible for the performance, integrity, and security of a database, also involved in the planning and development of the database,as well as troubleshooting any issues on behalf of the users	MCA/ M. Tech./ BE/ B. Tech. with specialization in Computers Minimum five years' experience inDatabase Management and Administration. Should have experience in government projects. Effective verbal communication skills (English and Hindi).

		MCA/ M. Tech./ BE/ B. Tech. Languages known: Hindi, English.
UX/UI Expert	Responsible for designing User Interfaces including Different Dashboard Views	Prior experience of handling at least two (2) projects
		Should have experience in UX/ UI design of similar solutions.

Table: Manpower Qualifications		
Manpower	**Responsibility**	**Minimum Qualifications**
Functional Analyst	Responsible for analyzing the existing systems and highlight areas of improvement, perform gap analysis, and recommend solutions, document requirements, and create functional specifications.	BE/B. Tech. (Computers/ IT) or Master of Computer Applications At least 5 Years of experience of which at least 3 years of experience on the working knowledge of similar solutions
Solution Module Trainer	Responsible to provide training to Solution users and collate training manuals anddocuments	ME/M. Tech. (Computers/ IT) Minimum 2 years of hands-on experience on the similar Solutions and 1 year of training experience in similar solution. Should have experience in government projects. Proficient in MS Office and MS Project. Effective verbal communication skills (English, Marathi, and Hindi)

System Integrator would submit manpower deployment plan and would ensuredeployment of sufficient specialized and experienced manpower over and above the above-prescribed minimum resources throughout the project to complete the implementation, stabilization of the Solution system in time successfully. The manpower deployment shall ensure that the implementation of all the modules shall happen in parallel. In case more manpower is needed to meet the service level, the same shall be provided by the System Integrator without any cost to DOCA.

Service Level Agreement

This section describes the service levels to be established for the services offered by the Bidder. The successful Bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The Bidder should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the monthly basis to DOCA.

Definitions

a. "Scheduled Maintenance Time" shall mean the time that the system is not in service due to a scheduled activity as defined in this SLA. Further, scheduled maintenance time is planned downtime with the prior permission of DOCA.

b. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the cloud will be 24x7x365.

c. "System or Application downtime" means accumulated time during which the system is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time DOCA and/or its employees log a call with the bidder team of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the system is returned to proper operation.

d. "Availability" means the time for which the services and facilities areavailable for conducting operations on the system including application and associated infrastructure. Availability is defined as:
{(Scheduled Operation Time — System Downtime) / (Scheduled Operation Time)} * I 00%

e. "Helpdesk Support" shall mean the support center which shall handle fault reporting, Trouble Ticketing and related enquiries during this contract. The helpdesk support is to be provided from 9:30 A.M. to 6:30 P.M.

f. "Incident" refers to any event / abnormalities in the functioning of the any of IT equipment services that may lead to disruption in normal operations of the system or application services.

Interpretation & General Instructions

a) The business hours are 9:30 A.M. *to* 6.30 P.M. on at working days (Monday to Friday) excluding Public Holidays or any other Holidays observed by DOCA, the Bidder however recognizes the fact that DOCA will require to work beyond the business hours on a need basis.

b) The Bidder shall provide automated tool to monitor and report all the SLAs mentioned.

c) The SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements, The Bidder is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the

tables below, it shall result in a breach of contract and invoke the penalty clause.

d) A Service Level violation will occur if the Bidder fails to meet Minimum Service Levels, as measured on a Quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. An "Availability and Performance Report" will be provided by the Bidder on quarterly basis in the format suggested by DOCA Officials and a review shall be conducted based on this report. A quarterly Availability and Performance Report shall be provided to concerned department(s) and DOCA stakeholders at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period.

e) The SLAs will prevail from the start of the Implementation & Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field experience at the user units and the developments of technology practices globally. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition alteration or deletion of certain parameters, based on mutual consent of all the parties i.e. Representatives of the Bidder.

General Terms of Service Level Agreement

a) Implementation SLAs: These SLAs will be used to evaluate the timelines for completion of deliverables that are listed in the deliverable and payment schedule as per RFP.

b) Post-Implementation SLAs : These SLAs will be used to evaluate the performance of the services on quarterly basis.

c) The payment to the successful Bidder will be impacted by the penalty levied for non-performance as per SLA requirements.

d) The Bidder will be imposed a penalty on the payment due in that quarter/delivery milestone for every deviation of the desired levels non-compliance as defined in the SLA matrix. The penalty amount shall be deducted from the future payments or Performance Bank Guarantee submitted by the Bidder.

e) The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the Bidder and audited by relevant departments for accuracy and reliability. The Bidder would need to configure the SLA Measurement Tools such that all the parameters as defined under SLA matrix given below. Post-implementation SLAs, should be measured and appropriate reports be generated for monitoring the compliance.

Implementation SLAs
This SLA shall commence on the date of signing of Agreement and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the parties, continue for the contract period.

1. The SLA is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment

changes. This document may be reviewed and revised by mutual Agreement between DOCA and Bidder. Changes to the SLA may be required at other times to include new systems, change in operating hours, etc.

2. Any and all changes to the SLA will be initiated in writing between DOCA and the Bidder. The Service levelshere are considered to be standard and will be modified when both DOCA and vendor agree to an appended set of terms and conditions.

3. Following tables outlines the key service level requirements for the system, which needs be ensured by the System Integrator during the operations and maintenance period. These requirements shall bestrictly imposed and either DOCA or a third party audit/certification agency shall be responsible for certifying the performance of the System Integrator against the target performance metrics as outlined in the tables below.

a) Parameters: The SLA parameters for the implementation stage would be directly related to the delivery timelines of the deliverables as mentioned in the in RFP. Timelines,Deliverables and Payment Schedule. This would consist of the entire DOCA portal with successful UATof the same.

b) Period: These SLAs would be applicable until the concerned department(s) / DOCA Sign-Offs. The deliverables would be measured at every payment milestone as mentioned in RFP.

c) Penalty Value: For delay of every week in completion & submission of the deliverable,   the   bidder would be charged with a penalty of 0.5% per weeks (on the project cost).

Capping: All the penalties will be capped at a maximum of 15% of the total amount in Financial Bid.

Sr. No.	Parameter	Timelines as per RFP	Delay	Penalty
1.	Business Requirements Study & SRS	T – T + 1	<= 1 week	2 Lakhs
2.	Development/ customization/ configurations and implementation of the Analytics Dashboard Solution	T + 1 – T + 3	<= 1 week	2 Lakhs
			>2 weeks <= 6 weeks	2 Lakhs per week
			>= 6 weeks	4 Lakhs per week
3.	Testing – Units and Integration Testing	T + 3 – T + 4	<= 1week	2 Lakhs
			> 1 week <= 4 weeks	2 Lakhs per week
			> 4 weeks	4 Lakhs per week
4.	Third Party Security Audit of the Portal and Capacity Building	T + 4 – T + 4.5	<= 1 week	2 Lakhs
			>1 week <= 4 weeks	2 Lakhs per week
			>4 weeks	4 Lakhs per week
5.	Data migration of Old Data	T + 4 – T + 5	<= 1 week	2 Lakhs
			>1 week <= 4 weeks	4 Lakhs per week beyond 1st week
6.	Go Live of Portal	T + 5	<= 1 week	2 Lakhs
			>1 week <= 4 weeks	2 Lakhs per week
			>4 weeks	

Operational Service Level Agreement

System Integrator (SI) must deploy an appropriate monitoring tool anddevelop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report in the end of" every month which is to be shared with DOCA on a monthly basis. The tool should also be capable of generating SLA reports for a Quarter. DOCA will audit the tool and the scripts on a regular basis.

Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the System Integrator on a monthly basis, in the formats as required by the DOCA. The tools to perform the audit will need to be provided by the System Integrator.

It may be noted that the System Integrator has to make provision for the required tools to measure the SLA parameters. DOCA reserves the right to appoint Third Party for the audits. Audits will normally be done on regular basis or as required by DOCA and will be performed by DOCA or DOCA appointed third party agencies. System Integrator shall make provision that requisite permission is given to the Third Party Agency for carrying out the audit process on regular basis.

Post – Implementation SLAs

A. Application Availability

Service Availability	*Composite Service availability should be minimum 99.9%.
	<table><tr><td></td><td></td></tr><tr><td><99.9 % & >=99 %</td><td>0.1%</td></tr><tr><td><99 % & >=98 %</td><td>0.2%</td></tr><tr><td><98 %</td><td>0.3% for every percentage drop in availability below 98%</td></tr></table> *Composite Service Availability means availability and performance of infrastructure and application services for proposed Solution on Cloud.

	The Bidder must design an effective monitoring tool to measure the availability and should submit a quarterly report on availability to DOCA.

B. Application Support Performance

1. **Level I Defects:** The failure to fix has an immediate impact on the DoCAs ability to service its end users, inability to perform critical office functions or a direct impact on the organization.

2. **Level 2 Defects:** The failure to fix has an impact on the DOCA's ability to service its user units/ that while not immediate, can cause service to degrade if not resolved within reasonable time frames.

3. **Level 3 Defects**. The failure to fix has no direct impact on the DOCA's ability to serve its user units, or perform critical office functions.

4. The severity of the individual defects will be mutually determined by the DOCA and Bidder.

5. This service level will be monitored on a monthly basis.

Application Support Performance	**Level 1 Defects** 95% of the Level 1 defects shall be resolved within **5 business hours** from the time of reporting full details. This service level will be monitored on a monthly basis**.** <table><tr><td>**Performance over the Quarter (% defects Resolved in stipulated time)**</td><td>**% Penalty of the total contract value**</td></tr><tr><td><95 % & >=90 %</td><td>0.1%</td></tr></table>

<90 % & >=80 %	0.2%
<80 %	0.3%

Level 2 Defects

95% of the Level 2 defects shall be resolved within **2 working days** from the time of reporting full details.

This service level will be monitored on a monthly basis.

<95 % & >=90 %	0.1%
<90 % & >=80 %	0.2%
<80 %	0.3%

Level 3 Defects

95% of the Level 3 defects shall be resolved within **4 working days** from the time of reporting full details.

This service level will be monitored on a monthly basis.

Performance over the Quarter (% defects Resolved in stipulated time)	% Penalty of the total contract value
<95 % & >=90 %	0.1%
<90 % & >=80 %	0.2%
<80 %	0.3%

Application Performance

Average Application Response Time during peak usagehours as measured within the server environment shallnot exceed 2 seconds.

The list of critical business functions and peak usage hours will be identified by DOCA during Application Customization and Development Phase.

This service level will be monitored on a monthly basis.

Average Application Response Time over the Quarter	No. of Violations to be counted for calculation of penalty	Penalty of the total contract value
>2 sec & <= 3 sec	2	0.1%
>3 sec & <= 4 sec	4	0.2%
>3 sec	5 for every second increase or part thereof	0.3%

		exceeding 4 seconds	

Penalties shall not be levied on Bidder in following cases

- The non-compliance to the SLA has been solely due to reasons beyond the control of the successful Bidder.

- There is a Force Majeure event affecting the SLA, which is beyond the control of the successful Bidder.

10.   ANNEXURES (with respect to Technical Proposal)

Annexure Form 1: Covering Letter

(On Letterhead of Bidder)

(Date)

To,

Jasbir Tiwari
Under Secretary to the Govt. of India
Department of Consumer Affairs
Krishi Bhawan, New Delhi, 110001
Jasbir.tiwari13@nic.in
New Delhi

Subject:

Ref. No. RFP No._____Dated_____

Dear Sir/Madam,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.

2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.

3. I/We understand that:

    a. This Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.

    b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected

    c. DoCA decision with respect to accept/ reject any bid shall be final

4. I/We declare that:

    a. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for RFP Name_____, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document.

    b. We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate DoCA of the same immediately.

    c. We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract

is not awarded to us or our Proposal is not opened. We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.

d. **I/We have not been *declared ineligible*** by DoCA, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by DoCA.

e. **I/We *haven't been blacklisted* by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body** and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.

f. I/ We declare that our bid is valid for 180 days.

Yours sincerely,

Dated:

(Signature)

Name of the Company:

Address of Company Seal/Stamp of agency/bidder:

Name of the Authorized Signatory:

Designation of the Authorized Signatory:

Annexure 2: Brief Information about the Applicant(s)

(On Letterhead of Bidder)
Subject: _____

1. Bidder Details

    a. Name of Applicant:

    b. Year of establishment:

    c. Registered Address:

    d. Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.

2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:

    a. Authorized Person with Complete postal address:
    b. Fixed telephone number
    c. Mobile number
    d. E-mail address
    e. Official Bank (for returning EMD)
    f. Bank Account Name, Number, IFSC Code (for returning EMD)

3. Name of the Statutory Auditor/CA certifying the documents along with his/ her Membership number, if applicable:

4. Applicant details (Please include details, if applicable)

Required Info	Documentary Evidence Attached (Yes/No)	Page No.
Field of business		
Registration Status		
Qualifying Projects – value, client, key features		
Average Turnover		
Is Bidder debarred by any Government entity (Yes/No)		

5. Financial details/projects meeting the qualifying criteria

Name ………………….

Designation/ Title of the Authorized Signatory…………………………

Annexure 3: Undertaking

Subject:_____RFP Ref._____

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our Company/firm M/s_____have abandoned any work of DoCA nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by DoCA to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that DoCA may ask for further qualifying information, and agrees to furnish any such information at the request of DoCA.

5. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU.

6. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.

7. We also confirm that we have not been convicted by any court of law for any of the offences under any Indian laws.

_____
(Signed by an Authorized Officer of the bidder)

_____
Title of Officer

_____
Name of bidder

_____
DATE

Annexure Form 4: Financial Capability (Auditor Certificate with UDIN)

(On the letter head of the Chartered Accountant)

This is to certify the below details for the company/Society/trust/firm
………………………

Particulars'	Financial Years				
	2018-19	**2019-20**	**2020-21**	**2021-22**	**2022-23**
Total Turnover of the agency					
Net worth of the firm as on 31.03.2022 or 31.03.2023					
Average of Financial Turnover for any three FY(in last five FYs) **Mention the Financial years used for computation** **1.FY…** **2.FY….** **3. FY…**	**Average Turnover:**_____				

Certified by CA and Membership No.:

UDIN No.

Date:

(Signature of Statutory Auditor/CA)

Name of the Statutory Auditor/CA:

Seal:

Annexure 5: Power of Attorney/Letter of Authorization

Know all men by these presents, we, M/s …………………………………….. (name of Firm/ Company 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 us and holding the position of…………………as our true and lawful attorney (hereinafter referred to as the "**Authorized Signatory or Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our quotation for empanelment as the agency for ---------------------- **,** proposed by DoCA, including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to DoCA, representing us in all matters before DoCA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DoCA in all matters in connection with or relating to or arising out of our proposal for the said assignment and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said 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 PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, EXECUTED THIS

POWER OF ATTORNEY ON THIS ………………. DAY OF ………………. , 2023

For …………………………………
(Signature, name, designation and address)

Witnesses:
1.
2.

Notarized
Accepted
……………………………….

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

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 favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostles certificate.

Annexure 6: Format for Performance Bank Guarantee

To,

Jasbir Tiwari
Under Secretary to the Govt. of India
Department of Consumer Affairs
Krishi Bhawan, New Delhi, 110001
Jasbir.tiwari13@nic.in
New Delhi

WHEREAS   [Name and address of Agency] (hereinafter called "the Service Provider") has decided to apply to DoCA for providing services, in pursuance of DoCA letter of work award No._____ dated dd/mm/yyyy for "**Request for Proposal (RFP) For**   " (hereinafter called the "Contract").

1. AND WHEREAS it has been stipulated by DoCA in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.

2. AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:

3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of ` **……../-** (Rupees ..........................) only, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of `**……………/-** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

6. We undertake to pay to the DoCA any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.

7. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.

8. This guarantee shall also be operable at our   branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

9. This bank guarantee shall be valid from ……………………

10. Notwithstanding anything contained herein:

    a. Our liability under this Bank Guarantee shall not exceed ` ..../-

    b. The Bank Guarantee shall be valid up to…………………………………………

    c. We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before ……………

Name:

Date:
Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address_____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address_____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address_____

Telephone number _____

E-mail: _____

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* The bank guarantee shall be verified through SFMS package.

Annexure 7: Pre-bid Query Format

We, (Name of the organization), will like to submit the following queries.

#	RFP Page No.	RFP Clause No.	Clause Title	Queries/ Clarification Sought	Justification by Bidder

Bidders are required to submit their queries in the above format ONLY.

Annexure 8: Change Control Note (CCN)

Change Control Note	CCN Number:
Part A: Initiation	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)	
Authorized by Purchaser	Date:
Name:	
Signature:	
Received by the Bidder	Date:
Name:	
Signature:	
Change Control Note	**CCN Number:**
Part B : Evaluation	
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	

Authorized by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number:
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with	
Part B is: (tick as appropriate)	
Approved

Rejected

Requires   Further   Information   (as follows, or as Attachment 1 etc.) | |
For Purchaser and its nominated agencies	For Service Provider
Signature	Signature
Name	Name
Title	Title
Date	Date

11. Financial Proposal Submission Form

To,
Under Secretary
Govt. of India
Ministry of Consumer Affairs, Food and Public Distribution
Department of Consumer Affairs
Room no. 373- C
Krishi Bhawan, New Delhi 110001

Dear Sir/Madam

We, the undersigned, offer to provide the Assignment / job for Request for Proposal (RFP) for Selection of an agency to design, develop, implement and manage the Online Dispute Resolution Platform for Department of Consumer Affairs along with its Operation & Maintenances for 3 years in accordance with your Request for Proposal dated_____and ourTechnical Proposal. Our attached Financial Proposals (in one sealed envelope) is for the sum of [Insert amount(s) in words and figures]. This amount is exclusive of all taxes. We hereby confirm that the financial proposals are unconditional, and we acknowledge that any conditionattached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of theProposal, i.e., till_.

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

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Agency:
Address:

LUMSUM COST

BID PROPOSAL SHEETS

Name of the work: Request for Proposal (RFP) for Selection of an agency to design, develop, implement and manage the Online Dispute Resolution Platform for Department of Consumer Affairs along with its Operation & Maintenances for 3 years.

Quotes submitted should provide complete solutions to Department of Consumer Affairs, in accordance with the scope of work and terms & conditions mentioned under Scope of Services

Part A

S. No.	Particular	Quote (in INR)
1	CAPEX Cost for the Development of the Solution till Go-Live+ OPEX* for remaining part of the first year (from " Go- Live" to the end of first year)	
2	OPEX* Cost for the maintenance of the solution for a period of 2 Years.	

- *OPEX cost shall include the hosting cost.*
- *All the quoted prices should be exclusive of applicable taxes.*