

REQUEST FOR QUALIFICATION FOR
COMPUTER EDUCATION AND COMPUTER
AIDED LEARNING ON A BUILD OWN
OPERATE AND TRANSFER BASIS FOR
GOVERNMENT SCHOOLS IN MADHYA
PRADESH

Madhya Pradesh State Electronics Corporation
147 Zone 1 MP Nagar
Bhopal

DISCLAIMER

The information contained in this Request for Qualification document (“RFQ”) or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of Madhya Pradesh State Electronics Development Corporation Ltd. (“MPSEDC”) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by MPSEDC to the prospective Applicants or any other party. The purpose of this RFQ is to provide interested parties with information to assist in the formulation of their application for qualification pursuant to this RFQ (hereinafter referred to as the “Application”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by MPSEDC in relation to the Projects. Such assumptions and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for MPSEDC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct and each Applicant should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFQ and obtain independent advice from appropriate sources.

MPSEDC, their employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, reliability or completeness of the RFQ and any assessment, assumption or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding stage.

MPSEDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFQ.

The issue of this RFQ does not imply that MPSEDC is bound to select and shortlist pre-qualified Applications for Bidding stage or to appoint preferred bidder or concessionaire, as the case may be, for the Projects and reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

GLOSSARY

Applicant(s)	As defined in Clause 2.2
Application	As defined in the Disclaimer
Application Due Date	As defined in Clause 2.14
Associate	As defined in Clause 2.2.9
Bidding Documents	Documents comprising Request for Bid
BOOT	Build-Own Operate- Transfer
Consortium	As defined in Clause 2.2.1
Eligible Experience	As defined in Clause 3.2.1
Experience Score	As defined in Clause 3.2.3
Eligible Project	As defined in Clause 3.2
INR	Indian Rupee
Lead Member	As defined in Clause 2.2.6(c)
MoU	Memorandum of Understanding
Net Worth	As defined in Clause 2.2.2(B)
Project	As defined in Clause 1.4
Qualification	As defined in Clause 2.1.1
RFQ	As defined in the Disclaimer
SPV	As defined in Clause 2.2.6(g)
Threshold Technical Capability	As defined in Clause 2.2.2 (A)

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

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Madhya Pradesh State Electronics Development Corporation

1. INTRODUCTION

1 Background

1.2 Madhya Pradesh State Electron

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1.9 ics Development Corporation Limited (MPSEDC) is the agency of the Government of Madhya Pradesh working towards promotion & development of IT and e-Governance in the State. MPSEDC intends to pre qualify suitable Applicants who will be eligible for participation in the Bid Stage, for awarding the Projects through an open competitive bidding process in accordance with the procedure set out herein.

1.10 The successful Bidder/Consortium shall pay to MPSEDC a sum of Rs 25000/- as the cost of the document and also processing fees.

1.11 **Description of the Project** On behalf of the Department of School Education, and Department of Tribal Welfare Govt. of Madhya Pradesh, MPSEDC invites offer from reputed Companies (Bidders) working in the field of Computer Education, Computer Aided Learning, supply and installation of hardware and software and supply of manpower for maintenance and training in the Education Sector. The Applicant must have all these capabilities either individually or through a consortium as explained later. The project will have to become operational in two months of placing the order, however, the deployment will be in phases which will be decided by the School Education and Tribal Welfare Departments. In case the deployment is after 6 months after placing the order, the Bidder will negotiate on the hardware

specifications with MPSEDC for supplying the latest hardware so that the interest of the clients is protected. The selected bidder will be required to perform the following:

1.11.1 The Government Schools of Madhya Pradesh are to be equipped with state-of-the-art computer training facility with a minimum internet connectivity of 256 kbps. A list of schools to be included tentatively in the scheme for School Education Department is enclosed at [Appendix IV Annexure-5](#) and Tribal Welfare Department at [Appendix IV Annexure-6](#). The final list of the schools will be provided during RFP. The Govt. of Madhya Pradesh is interested in maximizing the number of seats for the students in a given budget so that children are individually exposed to computers and are not required to share the resource. In this regard, the tender document is not prescribing any hardware specification. The facility will be setup for a period of 5 years and will be handed over to the School Education Department and the Tribal Welfare Department.

1.11.2 However, the following is the intended "hardware" that would be available to each "seat" :-

- A LCD monitor 17" in size;
- A key board;
- A mouse;
- A computer table and chair;

1.4.3 In the background, the computer hardware i.e. CPU can either be shared or the thin client server architecture be used for providing services. It is up to the innovation of the bidder to suggest a hardware solution which is capable of providing not only the standard office functionality but also rich multi media experience (at least 13 frames per second streaming video). Before submission of financial bids a model demonstration "facility" will be created by the pre-qualified bidder at Bhopal which shall be examined and approved by a panel of expert. All the "seats" will be networked. The financial bid will be for

the cost of a “seat” the School Education Department and Tribal Welfare Department will order a minimum of 25 Seats which may be increased by 50% at the sole discretion of the School Education/Tribal Welfare Department.

1.4.4 The availability of power and its quality depends upon the location of the school. In some places the supply of power can be erratic and the quality of power may not be of the desired level. The bidders are advised to make their own due diligence while suggesting back up power supply. It may be a combination of UPS and solar panels or UPS and DG set etc. The cost of operating such equipments has to be factored in while submitting the bids.

1.4.4 The successful bidder will be required to pay 1.5% of the payments received from the School Education and Tribal Welfare Department as audit fee for the life of the project.

1.12 The School Education Department intends to teach basics of office software and programming to the students. A tentative courseware is enclosed as [Appendix IV Annexure -7.](#)

1.13 The Department also intends to teach subjects through computers [Computer Aided Learning]. A suggestive framework of subjects and topics desired by the Department is enclosed at [Appendix IV Annexure -8.](#) The bidder has to develop rich multi media content for students in Hindi and English, which present complex subjects in an easy to understand format. The content will be evaluated by a team of experts of the concerned subjects and will be accepted only after it has been approved by the team. The bidder may be required to quote Computer Aided Learning software as a separate item. This shall be clarified during RFP.

1.14 The Department of School Education has entered into an agreement with Microsoft for getting their software at a highly subsidized price. The bidder can avail of the price advantage if the solution is based on Microsoft technology. The agreement with Microsoft is enclosed at [Appendix IV Annexure 9.](#) The Department may decide to procure the software

independently and provide to the bidder; in which case the decision will be communicated to the bidder during the RFP.

- 1.15 The bidder will be allowed to use the created facility before and after the schooling hours for commercial purposes. The bidder must submit their bids considering this provision.
- 1.16 The bidder will be required to provide two faculties (three in case of 50% extra seats) to each of the schools who will be responsible for the maintenance and upkeep of the facility and also teach the students and train the teachers in understanding technology. The faculty must have any one of the following qualifications: -
 - BE Computer Science/IT
 - BCA or higher
 - O level certification of DOEACC
 - PGDCA
- 1.17 The bidder is expected to provide one overhead DLP projector (2000 Lumen), one multi function device [MFD] with a laser printer. The bidder is also expected to provide furniture, electrical fittings, earthing, electrical fixtures, false ceiling, vinyl flooring and electrical storage, generation and Uninterrupted Power Supply (UPS). The security of the equipments will essentially be the responsibility of the bidder; however, the school will help in keeping the equipments safe by providing building space in the school. The bidder may consider providing for insurance cover to the facility. The equipments must be ISI or ISO certified.
- 1.18 The Bidder will be required to subsume the 320 schools covered under the ICT@School where hardware has been provided by the Department. List of such schools is enclosed at [Appendix IV Annexure 10](#). Similarly, the Tribal Welfare Department has also supplied computers to schools under its administrative control. List of such schools is enclosed at [Appendix IV Annexure 11](#). Most of these equipments have been procured in the year 2007-08. The bidder will use these equipments and maintain them at no cost to the School Education Department. The bidder will also be required to provide 15 seats and manpower in these schools as detailed earlier.

- 1.19 In the interest of developing a good understanding of the ground reality, the bidder is suggested to undertake a visit to some of the schools chosen randomly so that the bid matches with the ground reality.
- 1.20 The prequalified bidder has to submit a detailed work-plan and solution architecture before the submission of financial bid. The Corporation reserves the right to accept, reject, modify or supply a new work-plan and solution architecture based on its requirement. The decision of the Corporation in this regards will be final and binding on the bidder. The bidder will be allowed to interact with a team of officers from the School Education and Tribal Education Department before the submission of bids, so as to develop a better understanding of the project.
- 1.21 The payments to the selected bidder/consortium will be made on completion of every quarter. The payment will be based on the performance related to the Service Level Agreement [SLA]. The Service Level Agreement will be provided to the Prequalified Bidders.
- 1.22 There will be the following Bidding Blocks:
 - 1.22.1 Districts under Commissioner Bhopal and Hoshangabad;
 - 1.22.2 Districts under Commissioner Gwalior and Chambal;
 - 1.22.3 Districts under Commissioner Sagar;
 - 1.22.4 Districts under Commissioner Ujjain;
 - 1.22.5 Districts under Commissioner Indore;
 - 1.22.6 Districts under Commissioner Rewa;
 - 1.22.7 Districts under Commissioner Jabalpur;

The bidder will not be allowed to retain more than two bidding blocks. In case of a bidder becoming lowest in more than two blocks looking at the best interest of the Department MPSEDC will allocate two blocks to the lowest bidder and the remaining will offered to the second lowest.

- 1.23 Brief description of Bidding Process

- 1.23.1 MPSEDC intends to follow a 3-stage process (collectively referred to as the "Bidding Process") for selection of the preferred bidders for the Projects. The first stage (hereinafter referred to as the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties /consortiums (hereinafter referred to as "Applicants"). At the end of this stage, MPSEDC expects to announce a shortlist of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process comprising Request for Bids/Proposals (hereinafter referred to as the "Bid Stage").
- 1.23.2 During the Qualification Stage, Applicants would be required to furnish the information specified in this RFQ. Only those companies or consortia that are pre-qualified by MPSEDC shall be invited to submit their Bids for the Projects. In the 2nd stage the Applicant will be required to submit solution architecture and setup a lab based on this architecture at Bhopal. The lab and the solution architecture will be examined by a panel of experts. MPSEDC will provide a normalised document to all the shortlisted bidders. Based on this document, the bidder will submit their bids.
- 1.23.3 In the Bid Stage, the short listed pre-qualified Applicants (hereinafter referred to as "Bidders") will be called upon to submit their financial bids (hereinafter referred to as "Bids") in accordance with the Bidding Documents comprised in the Request for Bids (the "Bidding Documents"), which shall be separate for each Project. The Bidding Documents for each Project will be provided to every Bidder on payment of Rs. 25,000 (Rs. Twenty Five Thousand only). The Bid shall be valid for a period of not less than 120 days from the Bid Due Date. MPSEDC is likely to provide a comparatively short time span for submission of the Bids for the Projects. An Applicant shall be entitled to retain a maximum of 2 Projects.
- 1.24 A Bidder will be required to deposit along-with its Bid a bid security equivalent to the amounts specified below (hereinafter referred to as "Bid Security"), refundable not later than 30 days from the last date for submission

of Bids (hereinafter referred to as the "Bid Due Date") except in the case of the two highest Bidders. The Bidders will have an option to provide the Bid Security in the form of a bank guarantee acceptable to MPSEDC and in such event; the validity period of the bank guarantee shall be not less than 150 days from the Bid Due Date as may be extended by the Applicant from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Bid Security Amount will be Rs 20 lakhs for all the bidding blocks quoted by the Bidder.

- 1.25 Generally the successful Bidder shall be the lowest Bidder. The second lowest Bidder shall be kept in reserve and may be invited to match the Bid submitted by the lowest Bidder in case such lowest Bidder withdraws or is not selected for any reason. In the event that the Project is awarded to the lowest Bidder, the second lowest Bidder who has been kept in reserve shall be refunded the Bid security not later than 150 days from the date of submission of the bid.
- 1.26 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting the Bids for implementation of the Projects.
- 1.27 After prequalification, the project will be awarded to the Bidder quoting the Lowest per seat payment from the School and Tribal Welfare Departments.
- 1.28 The Bidder would be entitled to levy charges from the out of school users of the facility before and after the School hours. However, during the School Hours the students will be using the facility without paying any charge. The Bidder shall not be entitled to create any permanent rights on any of the assets or infrastructure within the Project, except to the extent specifically permitted under the Agreement.
- 1.29 Further and other details of the process to be followed at the Bid Stage and the terms thereof would be spelt out in the Bidding Documents.
- 1.30 Any queries or request for additional information concerning this RFQ shall be submitted in writing to the officer designated in Clause 2.13.3 below. The

envelopes shall clearly bear the following identification: "Queries/Request for Additional Information concerning RFQ"

1.31 Schedule of Bidding Process MPSEDC would endeavour to adhere to the following schedule:

- | | |
|------------------------------------|------------------|
| 1. Last date for receiving queries | 8th April, 2008 |
| 2. Pre-Application Conference | 15th April, 2008 |
| 3. Application Due Date | 9th May, 2008 |

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Application

2.1.1 MPSEDC wishes to receive Applications for Qualification to shortlist experienced and capable Applicants for the Bidding Stage.

2.1.2 Shortlisted Applicants would be subsequently invited to submit the Bids for [the/all or any of the] Project[s].

2.2 Eligibility of Applicants

2.2.1 (a) The Applicant for pre-qualification may be a single entity or a group of entities (hereinafter referred to as "Consortium"), coming together to implement the Project. However, no Applicant applying individually can be member of any Applicant Consortium. The term Applicant used herein would apply to both a single entity and a Consortium.

(b) An Applicant may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.6 below.

(c) An Applicant shall not have a conflict of interest. All Applicants found to have a conflict of interest shall be disqualified. Without limiting the generality of the above, an Applicant may be considered to have a conflict of interest with one or more parties in this application process, if:

- (i) such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; or
- (ii) a constituent of such Applicant is also a constituent of another Applicant;
- (iii) such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- (vi) an Applicant has participated as a consultant to MPSEDC in the preparation of the design or technical specifications of the Project that is the subject of the Application.

(d) An Applicant shall be deemed to have a conflict of interest leading to disqualification if the legal, financial or technical advisers of MPSEDC in relation to the Project[s] are engaged by the Applicant in any manner for matters related to or incidental to such Project[s].

2.2.2 To be eligible for pre-qualification and short listing, an Applicant shall fulfill the following:

- (A) **Past experience in executing projects:** The Company should have executed at least 1 projects of similar nature in preceding 5 years to be eligible to bid in the project.

- **Manpower Infrastructure:** The Applicant Company must have a minimum of 50 professional in ICT based education on its role to be eligible to qualify.
 - **Association with a major Hardware and Software manufacturer:** The Applicant Company must have association with one of the major Computer Hardware and Software Manufacturer to be eligible to qualify. 20 marks out of 100 will be allotted in this category.
- (B) **Financial Capacity:** The Applicant shall have a minimum average Net Worth 10 crores in the past 5 years to be eligible to bid for the project
- In case of a Consortium, the combined Threshold Technical Capability and Net Worth of those members, who have an equity share of at least 26% in such Consortium, should satisfy the above eligibility criteria.
- (C) The bidder / none of the consortium member should have incurred cash loss in any of the last 3 financial years.
- (D) **Turnover of the Company:** The Applicant Company should have a minimum average turnover of Rs. \10 crores (Rupees ten crores only) from execution of education based projects in the preceding three years to be eligible to bid in the tender.

2.2.3 The Applicants shall enclose with its application the following: Power of Attorney as per the format enclosed at Appendix 2, authorising the signatory of the Application to commit the Applicant.

2.2.4 Where the Applicant is a Consortium, it should comply with the following additional requirements:

- (a) number of members in a consortium would be limited to 3 (three);
- (b) the Application should contain the information required for each member of the Consortium;
- (c) members of the Consortium shall nominate one member as the Lead Member, who shall have an equity share of at least 26% in the Consortium. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at Appendix 3 signed by all the other Consortium members;

- (d) the Application should include a brief description of the roles and responsibilities of individual members;
- (e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;
- (f) members of the Consortium shall enter into a binding Joint Bidding Agreement (hereinafter referred to as Jt. Bidding Agreement) for the purpose of making the Application and submitting Bid in the event of being short-listed. The Jt. Bidding Agreement shall, inter alia:
 - (i) convey the intent to form a SPV (as defined in clause (g) below), with shareholding/ownership equity commitment(s) in accordance with this RFQ, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project[s] is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of each member at each stage;
 - (iii) commit the minimum equity stake to be held by each member; and
 - (iv) include a statement to the effect that all members of the Consortium shall, till such time incorporate an SPV and provide the specified performance security or bonds, be liable jointly and severally for the execution of the Project in accordance with the terms of the Agreement.

A copy of the Jt. Bidding Agreement should be submitted along with the Application. The Jt. Bidding Agreement entered into between the members of the Consortium should be specific to each Project and should contain the above requirements, failing which the Application shall be considered non-responsive.

- (g) the parties to a Consortium shall be entitled to form an appropriate Special Purpose Vehicle (“SPV”) either to submit Bids in due course or execute the Project[s] if awarded to the Consortium.

For the purposes of this clause a SPV shall mean any legal entity incorporated under the Company's Act, 1956.

- 2.2.5 Any entity which has been barred by the Central / a State Government, or any entity controlled by them, from participating in any project and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.
- 2.2.6 An Applicant/ Consortium member should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant/Consortium member. The bidder has to submit an affidavit to this effect.
- 2.2.6 In computing the experience and Net Worth of the Applicant/ Consortium members, the experience and Net Worth of their respective Associates would also be eligible hereunder. For purposes hereof, Associate means, in relation to either Party and/or Consortium Members, a person who controls, is controlled by, or is under the common control with such Party or Consortium Member (as used in this definition, the expression "**control**" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise).
- 2.2.7 The following conditions shall be adhered to while submitting an Application:
- (i) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information.

- (ii) Information supplied by an Applicant (or other constituent member if the Applicant is a Consortium) must apply to the Applicant or constituent member named in the application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/or constitution is identical to that at pre-qualification.
- (iii) In responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below.
- (iv) In case the Applicant is a consortium, each member of the Consortium should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.8 While Qualification is open to persons from any country, the following provisions shall be applicable:

- (a) Where, on the date of the Application, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or any of the constituents of a Consortium is held by persons resident outside India or where an Applicant or any of the constituents of a Consortium is controlled by persons resident outside India; or
- (b) If at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control by persons resident outside India in or of the Applicant or any of the constituents of a Consortium;

Then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of MPSEDC from national security and public interest perspective. The decision of MPSEDC in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/acquisition, including by transfer, of the

direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Trust shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997.

The Applicant shall promptly inform MPSEDC of any change in its shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.3 Change in Consortium composition

2.3.1 Change in the composition of a Consortium will not be permitted by MPSEDC during the Qualification Stage.

2.3.2 Change in the composition of a Consortium may be permitted by MPSEDC during the Bid Stage, only where:

- (a) the modified Consortium would continue to meet the Qualification criteria for Applicants;
- (b) the new member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not a member of any other Consortium/Applicant bidding for the Projects; and
- (c) there is no change of Lead Member or in his role and responsibilities.

In the event a change in the composition of a Consortium results in the exit of a member, such exiting member shall not be permitted to become a member of any other Consortium/Applicant bidding for the Project-s.

2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of MPSEDC and must be approved by MPSEDC in writing.

- 2.3.4 The modified/ reconstituted Consortium shall be required to submit a revised MoU before the Bid Due Date.

2.4 Number of Applications

Each Applicant shall submit only one (1) Application, in response to this RFQ. Any Applicant, who submits or participates in more than one Application will be disqualified and will also cause the disqualification of each of the Consortia of which it is a member.

2.5 Application and other costs

The Applicant shall be responsible for all of the costs associated with the preparation of its Application and its participation in either the Qualification Stage or the Bid Stage. MPSEDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.6 Project inspection and site visit

- 2.6.1 Applicants are encouraged to submit their respective Applications after visiting the Schools where the project is proposed to be implemented and ascertaining for themselves the location, availability of room, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations or any other matter considered relevant by them.
- 2.6.2 It shall be deemed that by submitting the Application, the Applicant has:
- (a) made a complete and careful examination of the RFQ;
 - (b) received all relevant information requested from MPSEDC; and
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of MPSEDC or relating to any of the matters referred to in Clause 2.6.1 above.

2.6.3 MPSEDC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by MPSEDC.

2.7 Right to accept any Application and to reject any or all Applications/Bids

2.7.1 Notwithstanding anything contained in this RFQ, MPSEDC reserves the right to accept or reject any Application and to annul the bidding process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 MPSEDC reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by MPSEDC, the supplemental information sought by MPSEDC for evaluation of the Application.

Such misrepresentation/ improper response would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the highest bidder gets disqualified / rejected, then MPSEDC reserves the right to:

- (i) invite the next highest Bidder to match the Bid submitted by the highest Bidder; or
- (ii) take any such measure as may be deemed fit in the sole discretion of MPSEDC, including annulment of the Bidding Process.

B. DOCUMENTS

2.8 Contents of the RFQ

This RFQ comprises the contents as listed below, and would additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

- Section 1. Introduction
- Section 2. Instructions to Applicants
- Section 3. Criteria for Evaluation

Appendices

- 1. Application
- 2. Power of Attorney for signing of Application
- 3. Power of Attorney for Lead Member of Consortium

2.9 Clarifications

2.9.1 A prospective Applicant requiring any clarification on the RFQ may notify MPSEDC in writing or by facsimile and e-mail in accordance with Clause 1.2.11. The Applicants should send in their queries before the date mentioned in the Schedule of Bidding Process. MPSEDC would endeavour to respond to the queries within the specified period. The responses will be sent by fax or e-mail. MPSEDC will forward all the queries and its responses thereto, to all purchasers of the RFQ Document without identifying the source of queries.

2.9.2 MPSEDC reserves the right not to respond to questions raised or provide clarifications sought, in its sole discretion. Nothing in this clause shall be taken or read as compelling or requiring MPSEDC to respond to any question or to provide any clarification.

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, MPSEDC may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ Document by the issuance of Addenda.

2.10.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFQ Document.

- 2.10.3 In order to afford the Applicants a reasonable time in which to take an Addendum into account, or for any other reason, MPSEDC may, at its own discretion, extend the Application Due Date.

C. Preparation and submission of Application

2.11 Language

The Application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 Format and signing of Application

- 2.12.1 The Applicant shall provide all the information sought under this RFQ. MPSEDC would evaluate only those Applications that are received in the required format and complete in all respects.
- 2.12.2 The Applicant shall prepare one original set of the documents comprising the Application (together with originals/copies of documents required to be submitted along therewith pursuant to this RFQ) and clearly marked "ORIGINAL". In addition, the Applicant shall submit 2 (two) copies of the Application, marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2.12.3 The Application and its copies shall be typed or written in indelible ink and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Application shall be initialled by the person(s) signing the Application.

2.13 Sealing and marking of Applications

2.13.1 The Applicant shall seal the original and each copy of the Application, together with their respective enclosures, in separate envelopes duly marking the envelopes as “ORIGINAL” and “COPIES”. The envelopes shall then be sealed in an outer envelope.

2.13.2 Each envelope shall contain:

- a) Application in the prescribed format (Appendix 1) along with supporting documents;
- b) Power of Attorney as per the format at Appendix 2;
- c) Power of Attorney as per the format at Appendix 3, in case of Consortium;
- d) Copy of the MoU in case of a Consortium;
- e) Copy of Memorandum and Articles of Association, if the Applicant/ Consortium member is a body corporate, and if a partnership then a copy of its partnership deed; and
- f) Copies of Applicant’s / each Consortium member’s duly audited balance sheet and profit and loss account for the preceding three years.

The envelopes shall clearly bear the following identification:

“Application for Qualification: for _____”

2.13.3 The envelope shall be addressed to:

ATTN. OF: Mr Anurag Shrivastava, Managing Director
MPSEDC
ADDRESS: 147 Zone-I, M.P Nagar, Bhopal-462016

2.13.4 If the envelope is not sealed and marked as instructed above, MPSEDC assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

2.14 Application Due Date

2.14.1 Applications should reach MPSEDC before 1700 hours IST on 22nd of April 2008 (the Application Due Date), at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ.

Applications submitted by either facsimile transmission or telex will not be acceptable.

2.14.2 MPSEDC may, in exceptional circumstances and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Late Applications

Applications received by MPSEDC after the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modification/ substitution/ withdrawal of Applications

2.16.1 The Applicant may modify, substitute, or withdraw its Application after submission, provided that written notice of the modification, substitution, or withdrawal is received by MPSEDC by the Application Due Date. No Application shall be modified, substituted, or withdrawn by the Applicant after the Application Due Date.

2.16.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.16.3 Any alteration / modification in the Application or additional information material supplied subsequent to the Application Due date, unless the same has been expressly sought for by MPSEDC, shall be disregarded.

D. Evaluation Process

2.17 Evaluation of Applications

2.17.1 MPSEDC would open the Applications on any working day after the Application Due Date for the purposes of evaluation.

2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

- 2.17.3 MPSEDC would subsequently examine and evaluate Applications in accordance with the criteria set out in Section 3.
- 2.17.4 Applicants are advised that prequalification of Applicants will be entirely at the discretion of MPSEDC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Qualification process or selection will be given.
- 2.17.5 Any information contained in the Application shall not in anyway be construed as binding on MPSEDC, its agents, successors or assigns, but shall be binding against the Applicant if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.17.6 MPSEDC reserves the right not to proceed with the Qualification procedure at any time without notice or liability and to reject any Application without assigning any reasons.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MPSEDC in relation to, or matters arising out of, or concerning the bidding process. MPSEDC will treat all information submitted as part of Application in confidence and would require all those who have access to such material to treat the same in confidence. MPSEDC will not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or MPSEDC

2.19 Tests of responsiveness

- 2.19.1 Prior to evaluation of Applications, MPSEDC will determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive if the Application:

- a. is received by the Application Due Date including any extension thereof pursuant to Clause 2.14.2;
- b. is signed, sealed and marked as stipulated in Clause 2.13;
- c. is accompanied by the Power(s) of Attorney as specified in Clause 2.2.5;
- d. contains all the information (complete in all respects) as requested in the RFQ;
- e. contains information in formats same as those specified in this RFQ; and
- f. is accompanied by the MoU (for Consortium), specific to the Project[s], as stipulated in Clause 2.2.6(f).

2.19.2 MPSEDC reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MPSEDC in respect of such Applications.

2.20 Clarifications

- (i) To facilitate evaluation of Applications, MPSEDC may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by MPSEDC for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If an Applicant does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, MPSEDC may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of MPSEDC.

E. Qualification and Bidding

2.21 Short-listing and notification

After the evaluation of Applications, MPSEDC would announce a list of short listed pre-qualified Applicants (Bidders) who will be eligible

for participation in the Bid Stage. At the same time, MPSEDC would notify the other Applicants that they have not been shortlisted. MPSEDC will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Bids

The Bidders would be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Only pre-qualified Applicants shall be invited by MPSEDC to submit their Bids for the Project[s]. MPSEDC is likely to provide a comparatively short time span for submission of the Bids for the Project[s]. The Applicants are therefore advised to visit the site(s) and familiarise themselves with the Project[s] by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitations that may be issued by MPSEDC.

2.23 Proprietary data

All documents and other information supplied by MPSEDC or submitted by an Applicant to MPSEDC shall remain or become the property of MPSEDC. Applicants are to treat all information as strictly confidential. MPSEDC will not return any Prequalification Application or any information provided along therewith.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Applications of firms / consortia who do not meet these criteria shall be rejected.

3.1.2 The Applicant's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and specified in Appendices I Annex III; and

(b) Financial capacity specified in Appendices I Annex II; and

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the experience measured only in respect of Eligible Projects as defined in Clause 3.2.2 would qualify as technical capacity and eligible experience (hereinafter referred to as "Eligible Experience").

3.2.2 For a project to qualify as an Eligible Project, it should qualify on all of the following parameters:

(a) It should have been implemented on Public Private Partnership /Build Own Operate and Transfer or other similar basis;

(b) the entity claiming experience should have held a minimum of 26% equity in the project as on date of commissioning the construction work;

(c) The value of the project should have been more than: Rs 5 Crores.

3.2.3 An Applicants experience shall be measured and stated in terms of a score (hereinafter referred to as "Experience Score"). The Experience Score for the Eligible Projects, Employees in the ICT Education Sector, Turn over from the Computer education projects, and association with Hardware and Software vendor will be calculated in

the manner set out below. An Applicant will be required to score not less than 60 marks in the aggregate to qualify.

- (a) **Parameter A:** Applicants should furnish details as per **Table I of Annex III to Appendix I;**
- (b) **Parameter B:** **Table II of Annex III to Appendix I;**
- (c) **Parameter C:** **Table III of Annex III to Appendix I.**

3.2.5 The Applicant shall quote experience in respect of a particular Eligible Project under any one Parameter only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.6 Experience for any activity relating to an Eligible Project shall not be claimed by two or more members of the Consortium. In other words no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3 Details of Experience

3.3.1 The Applicant should furnish the details of Eligible Experience as on the Application Due date.

3.3.2 The Applicants must provide the necessary information as per Annex-III of Appendix 1.

3.3.3 **Past experience in executing projects:** The Company should have executed at least 1 project of similar nature in preceding 5 years to be eligible to bid in the project. 40 marks out of 100 will be allotted in this category. For the minimum eligible 1 project, 10 marks will be allotted. 10 marks will be allotted for subsequent 1 project in the preceding 5 year; 40 marks will be allotted for executing 4 or more projects in the preceding 5 years. Certificate from the clients will have

to be enclosed as a proof. Eligible project will mean projects of value Rs 5 Crores or above. (**Appendix 1 Annex II Table I**)

3.3.4 Manpower Infrastructure: The Applicant Company must have a minimum of 50 professional in ICT based education on its role to be eligible to qualify. 20 marks out of 100 will be allotted in this category. For the minimum eligible 50 professionals, 5 marks will be allotted. 1 mark will be allotted for the subsequent 10 professional on the company's roll. 20 marks will be allotted for having 200 professionals or more in the Company. List of the professionals working with the Company together with their educational qualification and work experience will have to be enclosed signed by the senior management [the State is looking at multimedia and project management competencies and, therefore, 50% of the professionals working in these areas will be desirable]. (**Appendix 1 Annex II Table II**)

3.3.5 Association with a major Hardware and Software manufacturer: The Applicant Company must have association with one of the major Computer Hardware/Software Manufacturer to be eligible to qualify. 20 marks out of 100 will be allotted in this category. For one such association 10 marks will be allotted. 20 marks will be allotted for 2 or more than 2 such associations. Certificate from the Hardware/Software Manufacturer will have to be enclosed as a proof. (**Appendix 1 Annex II Table III**)

3.4 Information for Financial Capacity

3.4.1 Turnover of the Company: The Applicant Company should have a minimum average turnover of Rs. 10 crores per year (Rupees ten crores only) from execution of education based projects in the preceding three years to be eligible to bid in the tender. 20 marks out of 100 will be allotted in this category. For the minimum eligible turnover of Rs 10 crores 10 marks will be allotted. 1 mark will be allotted for subsequent Rs 1 crore turnover; 20 marks will be allotted for a

turnover of Rs 40 crores and above. Balance sheets of the financial year 2006 – 07, 2005 – 06 and 2004 – 05 must be enclosed as a proof. The Applicant Companies' Chartered Accountant must certify about the school education related turnover if the overall turnover of the company includes other business. (Appendix I Annex II)

- 3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for four years preceding the year for which the Audited Annual Report is not being provided.
- 3.4.3 The Applicant must establish a minimum Net Worth of as specified in Clause 2.2.2(B) as on 31-3-2007.

3.5 Short-listing of Applicants

- 3.5.1 The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all projects shall be the final 'Aggregate Experience Score' of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.
- 3.5.2 The Applicants shall then be ranked on the basis of their respective aggregate Experience Scores and short-listed for submission of Bids. All of the pre qualified Applicants shall be entitled to participate in the Bidding Stage.

4. Fraud and corrupt practices

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Qualification process. MPSEDC shall reject an Application if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Qualification process.
- 4.2 For the purposes of this provision, the terms set forth are defined as follows:
- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Qualification process;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence the Qualification process ;
 - (c) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Qualification process;
 - (d) “undesirable practice” means establishing contact with any person connected with or employed in MPSEDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and
 - (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. Pre-Application Conference

A pre-Application conference of the interested parties shall be convened at the designated date and time. Only those persons who have purchased the RFQ documents shall be allowed to participate in the Bidding Process. Applicants who have downloaded the RFQ documents from MPSEDC's website should submit a Demand Draft of Rs. 25,000 (Rs. Twenty Five Thousand only) towards the cost of documents for each of the Projects, through their representative attending the conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

6. Miscellaneous

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Madhya Pradesh shall have jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 MPSEDC, in its sole discretion and without incurring any obligation or liability, reserves the right to:
- (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or the dates or other terms and conditions relating thereto;
 - (b) pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to MPSEDC by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases MPSEDC, its employees, agents and advisers, irrevocably,

unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

APPENDIX 1

APPLICATION

Dated:

To,

[Name and Address]

Dear Sir,

We, _____ (Name of Applicant / Consortium) having examined the RFQ Document and understood its contents, hereby submit our Application for Qualification in respect of the and state that:

1. All information provided in the Application and in the Appendices is true and correct and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for the deployment, operation and maintenance of the aforesaid Project.
3. We shall make available to MPSEDC any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. We acknowledge the right of MPSEDC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part

6. We declare that:
 - (a) we have examined and have no reservations to the RFQ Documents, including the Addendum(s) issued by MPSEDC.
 - (b) we do not have any conflict of interest in accordance with Clause 2.2.1(c) of the RFQ Document; and
 - (g) we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence the Qualification process.

7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project[s], without incurring any liability to the Applicants, in accordance with Clause 2.17.6 of the RFQ Document.

8. We believe that we/our consortium/proposed consortium satisfy(ies) the Net worth criteria and meet(s) the requirements as specified in the prequalification document and are/is qualified to submit a Bid in accordance with the prequalification document.

9. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our Directors/Managers/employees.
12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we would intimate MPSEDC of the same immediately.
13. We further confirm that we have duly filled Annex I, Annex II, Annex III and Annex IV of Appendix 1 as per the instructions specified in the Bid Document and all information contained therein is true and correct.
14. The Statement of Legal Capacity as per format provided in Appendix 1 Annex. IV and duly signed by us / respective applicants, who jointly satisfy the eligibility criteria, is enclosed.
15. _____ (Name of Applicant) hereby irrevocably waives any right it has at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MPSEDC and / or the Government of Madhya Pradesh in connection with the selection of Applicants, selection of the Bidder / Sponsor, or in connection with the selection / bidding process itself in respect of the above mentioned "Computer Education and Computer Aided Learning on a Build Own Operate and Transfer Basis for Government Schools in Madhya Pradesh" Project and the terms and implementation thereof.

Thanking you,

Yours faithfully,

(Signature of the Designated Person)

(Name and designation of the Designated Person)

(Name of the Applicant / Lead Firm)

ANNEX-I
Details of Applicant

1. (a) Name
(b) Country of incorporation
(c) Address of the corporate headquarters and its branch office(s), in India
(d) Date of incorporation and/or commencement of business.

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.

3. Details of individual (s) who will serve as the point of contact / communication for MPSEDC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:
 - Name :
 - Designation :
 - Address :
 - Phone No. :
 - Fax No. :

5. In case of a Consortium:
 - a. The information above (1-4) should be provided for all the members of the consortium.
 - b. A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6(f) should be attached to the Application.

- c. Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role* (Refer to Clause 2.2.6(d))	Percentage of equity proposed to be held in the Consortium (Refer Clause 2.2.6(c))
1.			
2.			
3.			
4.			

- * Specify whether the member will discharge the role of a Lead Member, Technical Member, Financial Member, Operating Member or Other Member, as may be determined by the Applicant.

- d. The following information shall also be provided for each member of the Consortium.

Name of Applicant / Constituent member of Consortium

No.	Criteria	Yes	No
1	Has the Applicant/ constituent of the Consortium been barred by the Central / State Government, or any entity controlled by them, from participating in any project[s].		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application.		
3.	Has the Applicant/constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Applicant and each of the members of its consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation in the recent past is given below:

ANNEX-II**Financial Capacity of the Applicant**

(Refer to Clause 2.2.2(B) and 2.2.4 (ii) of the RFQ Document)

(In Rs. Crore)

Applicant type *	Turnover from education related projects			Net Worth****
	Year 1	Year 2	Year 3	Year 1
Single entity Applicant				
Consortium Member 1				
Consortium Member 2				
Consortium Member 3				

* Any Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the other rows mentioned below. In case of a Consortium, row titled Single entity Applicant may be ignored.

**** The Applicant should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.9.

Instructions:

1. The Applicant / its constituent consortium members shall provide copies of the balance sheets and/or financial statements for 3 (Three) years. The financial statements shall:
 - a) Reflect the financial situation of the Applicant and its Associates where the applicant is relying on its Associate's financials.
 - b) Be audited by a statutory auditor.
 - c) Be complete, including all notes to the financial statements.
 - d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - e) Documentary evidence relating to Eligible Projects as mentioned in Clause 3.2.
2. The Applicant shall attach copies of financial statements (balance sheets, including all related notes, and income statements) and Annual Reports for 3 (three) years preceding the Application Due Date.
3. Turnover from education related projects will be certified by the statutory auditors of the company.
4. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities).
5. Year 1 will be the financial year 2006-07. Year 2 shall be the year immediately preceding Year 1 and Year 3 shall be the year immediately preceding Year 2.
6. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.6 of the RFQ.
7. The applicant shall also provide the name and address of the Bankers to the Applicant.
8. The Application shall contain page numbers and shall be hard bound.
9. The Applicant shall provide an Auditors Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4 (ii) of the RFQ Document.

ANNEX-III**DETAILS OF ELIGIBLE PROJECTS**

(Refer to Clause 2.2.2(B) and 3.2 of the RFQ Document)

Table I Details of the Project

S. No.	Year	Name of the project	Project		Description of the Project with relevant dates name of the member of consortium who did the project (if applicable)
			Location	Amount	

Table II Details of the Manpower in the ICT Education Sector*

S. No.	Name of The employee	Designation	Experience in Years	Level of commitment (Full time/Part time deployment for the project) and name of the member of consortium (if applicable)

***List of the Employees should be attested by senior management**

Table III Association with Major[#] Hardware and Software manufacturer*

S. No	Name of Hardware Manufacture	Name of the Software Manufacturer	Details of the Projects executed with the Manufacturer with name of the member of consortium (if applicable)

*Certificate from the Manufacturer should be enclosed

Major hardware manufacturer will mean IDC [India] ranked top 5 Hardware Manufacturer

Major software manufacturer will mean Operating System + office product + application development software (If these capabilities are with more than one company associations to match the requirement will be desired from the bidder).

Instructions:

1. Applicants are expected to provide information in respect of Eligible Projects in this section. The projects cited must comply with the eligibility criteria specified in Clause 3.2 of the RFQ. Applicants should also refer to the Instructions below.
2. A separate sheet should be filled for each of the Eligible Project[s].
3. Figures may be provided for the past five years. Year 1 refers to the year 2006-07; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on.
4. The equity shareholding of the Applicant in the project as on date of commissioning needs to be given.

5. Experience for any activity relating to an Eligible Project shall not be claimed by two or more members of the Consortium. In other words no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
6. Certificate from the client or the Applicant's statutory auditor must be furnished as provided below.
7. Where relevant, the Applicant should provide a certificate from its statutory auditor in the format given below.

Certificate from the Statutory Auditor

This is to certify that _____ (*Name of the Applicant*) has promoted _____ (*Title & Nature of the project*). This Project was commissioned on _____ (*Date of commissioning of the project*) and _____ (*Name of the Applicant*) held Rs. *** cr. of equity (which constituted ____% of the equity capital) in the project as on the date of commissioning.

We further certify that total cost of the project as on the date of commissioning was _____, of which Rs. **** cr. was incurred during the past five years as per year-wise details noted below:

* * *

We also certify that the annual revenues collected and appropriated by the Applicant during the past five years were Rs. ____ cr. as per year-wise detailed noted below ****.

* * *

Authorised Signatory

Name:

Designation:

Signature of the Authorised
Signatory

10. Where relevant,
 - (a) The Applicant should provide a certificate from its statutory auditors or the client, which should contain the following minimum details:
 - Title & nature of the project
 - Entity for which the project was constructed
 - Date of commencement and completion
 - Work executed by the Applicant

- Total value of the job / contract / certified billing attributed to the Applicant
 - Payments actually made to the Applicant five years preceding the Application Due Date.
- (b) In case a particular job / contract has been jointly executed by the Applicant (as part of a partnership or joint venture), he should further support his claim for the share in work done for that particular job / contract by producing a certificate from his statutory auditor or the client in the format given below. This certificate would be in addition to the certificate specified at (a) above.

Certificate from the Statutory Auditor / Client	
This is to certify that _____(Name of the Applicant) has successfully completed _____(Title of the project).	
We further certify that _____(Name of the Applicant) has received a payment of _____(Amount) from this project for works undertaken and services rendered by the Applicant.	
Authorised Signatory	
Name:	
Designation:	Signature of the Authorised Signatory

- (c) Particulars of any contracts which have been abandoned or terminated before completion including scope of work, contract value and value of work performed till date of abandonment/termination of contract, date of abandonment or termination and reason thereof and the cause of expulsion.

11. It may be noted that in the absence of any detail from the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.

It may be noted that in the absence of any one of the above (including the client/ employer certificate), the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience Score.

STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Prospective Bidder/lead member of Prospective Bidder).

Ref. Date:

To,

[Name and Address]

Dear Sir,

We hereby confirm that we the applicants in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ process.

We have agreed that (insert member's name) *will act as the lead member of our consortium.

We have agreed that (insert individual's name) _____ * will act as our representative/ will act as the representative of the consortium on our behalf and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

Authorised Signatory
For and on behalf of

**Please strike out whichever is not applicable*

APPENDIX 2

POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We.....
(name and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to our prequalification and submission of our bid(s) for the Project (Computer Education and Computer Aided Learning on a Build Own Operate and Transfer Basis for Government Schools in Madhya Pradesh) proposed by MPSEDC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences and providing information / responses to MPSEDC, representing us in all matters before MPSEDC, signing and execution of all contracts and undertakings consequent to acceptance of our bid(s), and generally dealing with MPSEDC in all matters in connection with or relating to or arising out of our bid for the said [Computer Education and Computer Aided Learning on a Build Own Operate and Transfer Basis for Government Schools in Madhya Pradesh] Project and/or upon award thereof to us till the entering into of the Concession Agreement with MPSEDC

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

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2007

For

–
(Signature)

(Name, Title and
Address)

Witnesses:

1.

[Notarised]

2.

Accepted

(Signature)

(Name, Title and Address
of the Attorney)

Notes:

- *To be executed by all the members individually, in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX 3

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the “MPSEDC” has invited applications from interested parties for Computer Education and Computer Aided Learning on a Build Own Operate and Transfer Basis for Government Schools in Madhya Pradesh (“the Project”).

Whereas, -----, ----- and (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Bid (Bid Documents) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFQ document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ----- having our registered office at....., M/s. -----
----- having our registered office at..... and -----
----- having our registered office at....., [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize -----
----- having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney to conduct all business for and on behalf the

Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Projects, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with MPSEDC, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid[s] for the Project and/or upon award thereof till the an agreement is entered into with MPSEDC.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF20**

For

.....
(Name & Title)

For

.....
(Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the members of the Consortium)

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