

*Private and Confidential*

Request For Proposal  
for  
ICT@School  
Project in School Education  
And  
Tribal Welfare Department

**Madhya Pradesh State Electronics Development Corporation Ltd.  
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Bhopal (MP)**

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## **NOTICE FOR BIDDERS**

### **1. General**

All information contained in this 'Request for Proposal' document ("**RFP**") or information which is subsequently provided, whether verbally or in documentary form, by or on behalf of the Madhya Pradesh State Electronics Development Corporation ("**MPSEDC**") (hereinafter collectively referred to as the "**Corporation**") or any of their employees or advisors, (collectively, the "**Information**"), is being provided to the Bidders, that is applicants who have been pre-qualified on the basis of their applications submitted to the Corporation pursuant to the Request for Qualification document ("**RFQ**") provided to them earlier, for the purposes of inviting Bids and for other purposes necessarily associated therewith, to undertake the Project in accordance with the terms and conditions included in the RFP and also any other supplementary terms and conditions which may be notified to the Bidders from time to time.

### **2. Confidentiality**

All information contained in the RFP or provided otherwise is strictly confidential and Bidders are required to treat the Information as such and to maintain such confidentiality.

The RFP is being provided to the Bidders on the express understanding and agreement that neither the contents of this RFP nor any Information will be disclosed by the Bidder to any other person unless Corporation's prior written approval for such disclosure has been obtained. However, subject to compliance with the confidentiality requirement referred to herein below, a Bidder shall be entitled to disclose the contents of this RFP, the Information or any part thereof:

- (a) to a person who is acting or will act as a professional advisor, or as a potential Project lender or to any professional advisors to such lenders, in relation to the Bid Process and the preparation of a Bid; or
- (b) to any person other than the Bidder and such person's employees, advisors and agents, if the said person is, in accordance with the terms of the RFQ, replacing the Bidder or also entering the Bid Process, to the exclusion of or with the Bidder;
- (c) only to the extent that such disclosure is required, under applicable law or if compelled by a court, other government Corporation of competent jurisdiction or the requirements of any regulatory body, under such law, or to such court, government Corporation of competent jurisdiction, regulatory body, as the case may be.

Where a Bidder discloses the contents of this RFP, or the Information, or any part thereof, to a person under sub-Clauses (a) or (b) it shall procure that such person or persons maintain the confidentiality of this RFP and the Information, on the same terms as are imposed on the Bidder hereunder, in writing. Corporation or its advisors may seek proof of such written acknowledgement, from time to time.

The Bidder acknowledges that all the Information has economic value and disclosure of such Information in violation of the terms herein will result in harm.

### **3. Nature of Information**

The purpose of this RFP is to provide Bidders with basic and preliminary illustrative information to assist them in the formulation of their Bids and is issued upon the express understanding and agreement that the Bidders will use it only for the purposes of preparing and submitting Bids and for other purposes necessarily associated therewith and for no other purpose whatsoever.

Each Bidder unconditionally agrees, understands and accepts that this RFP does not and does not purport to contain all the information and data each Bidder and their advisors may desire or require in reaching decisions as to their involvement with the Project or contain information that has been independently or thoroughly verified.

Each Bidder must thus conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the Information and obtain independent advice in relation to the same from appropriate sources. Bidders should form their own views as to what Information provided in this RFP or separately is relevant to any decisions that they make and should make their own independent investigations in relation to such additional information as they may require.

Each Bidder unconditionally agrees, understands and accepts that this RFP and the Information may not be appropriate for all persons and it is not possible for the Corporation, or any of their employees or advisors to consider the investment objectives, financial situation and particular needs and abilities of each person who reads or uses the RFP or the Information. Certain Bidders may have a better knowledge of the proposed Project and related information than others.

Each Bidder unconditionally agrees, understands and accepts that the Information contained in this RFP or any other Information, which may be provided to Bidders from time to time, is subject to change without notice. Further, it should in no event be assumed that there will be no deviation or change in any Information provided. The Corporation may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information including the evaluation methodology in this RFP at any time prior to the selection of the Successful Bidder; the Corporation however, would not make changes after the opening of the proposal.

Each Bidder unconditionally agrees, understands and accepts that while this RFP has been prepared in good faith, neither the Corporation, or any of their employees or advisors make any representation or warranty, express or

implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of the Information and shall incur no liability in this regard and hereby disclaim all liability, under any law, statute, rules or regulations or any legal theory as to the accuracy, reliability or completeness of this RFP or the Information, even if loss or damage is caused by any act or omission on the part of the Corporation or any of their employees or advisors, whether negligent or otherwise.

This RFP has not been filed, registered or approved in any jurisdiction. Recipients of this RFP resident in jurisdictions outside India as well as those residents in India should inform themselves of and observe any applicable legal and regulatory requirements.

#### **4. Reservation**

Each Bidder unconditionally agrees, understands and accepts that the Corporation reserves the right to accept or reject any or all Bids without giving any reasons. Neither the Corporation nor any of their employees or advisors will be liable for nor shall they entertain any claim of any nature, whatsoever, including without limitation, any claims seeking expenses in relation to the preparation of Bids.

Each Bidder unconditionally agrees, understands and accepts that the Corporation reserves the right to cancel, withdraw or suspend the bidding process without giving any reasons. Neither the Corporation nor any of their employees or advisors will be liable for nor shall they entertain any claim of any nature, whatsoever, including without limitation, any claims seeking expenses in relation to the preparation of Bids.

Bidders are advised to note that submitting Bids does not in any manner entitle them as a matter of right, or otherwise, to be selected to execute the Project.

Additionally the Corporation without incurring any obligation or liability, reserves the right, at any point in time, for any reason that it may deem fit in its sole discretion, to amend, change, modify, suspend, stop, advance, delay or otherwise cease the Bid Process.

## **PART 1**

### **DEFINITIONS AND INTERPRETATION**

|                       |  |
|-----------------------|--|
| <b>“Applicant”</b>    | Means the single entity or a consortium interested in the Bid Process;   |
| <b>“Assignment”</b>   | Projects completed by the bidder in the preceding 5 years. The project must be Rs 1.00 crore or more in value  |
| <b>“Corporation”</b>  | Has the meaning ascribed thereto in Paragraph 1 of the Notice to Bidders included in this RFP;   |
| <b>“Bid”</b>          | Means the financial bids to be submitted by the Bidder;  |
| <b>“Bidder(s)”</b>    | Means the Applicants who have been short listed and pre-qualified on the basis of their applications submitted to the Corporation pursuant to the RFQ; |
| <b>“Bid Due Date”</b> | Has the meaning ascribed thereto in Clause 5.5.1 of this RFP;  |
| <b>“Bid Form”</b>     | The Bid Form in the format provided in Annexure [III].   |
| <b>“Bid Process”</b>  | Means the two (2) stages process involving Qualification Stage and Bid stage for selection of the preferred Bidders for the Projects;                  |

|                                |   |
|--------------------------------|---|
| <b>“Bid Process Timetable”</b> | Means the time table set out in Part [3] of this RFP, as may be amended from time to time by the Corporation;   |
| <b>“Bid Security”</b>          | Means the bid security equivalent to the amount specified below required to be deposited by the Bidder with the Corporation along with the Bid in the form provided in Annexure [II]:   |
| <b>“Bid Stage”</b>             | Means the second stage of Bid Process comprising Request for Bids/ Proposals;   |
| <b>“Bid Validity Period”</b>   | Has the meaning ascribed thereto in Clause 5.15 hereto;   |
| <b>“Consortium”</b>            | Means the group of entities who join together to Bid for the Project and implement the same;  |
| <b>“Agreement”</b>             | Means the agreement in the form provided in Annexure [I] which specifies the, rights, duties, liabilities and responsibilities of the Successful Bidder and the Corporation with respect to the development, construction, operation and maintenance of the aforesaid Projects; |
| <b>“Designated Person”</b>     | Means the person(s) designated in Clause [2.3.1 (a)] along with their contact details;  |
| <b>“GoMP”</b>                  | Means Government of Madhya Pradesh  |
| <b>“Information”</b>           | Has the meaning ascribed thereto in Paragraph 1 of the Notice to Bidders included in this RFP;  |
| <b>“Lead Member”</b>           | Means the member of the consortium, holding at least 26% equity share in the consortium.;   |

|                              |  |
|------------------------------|--|
| <b>“Pre -Bid Meeting”</b>    | Has the meaning ascribed thereto in Clause 5.3 herein;   |
| <b>“Projects”</b>            | Means the 7 Bidding blocks that the Corporation has decided to undertake development through private participation on a “Built, Own, Operate Transfer [BOOT]” basis in accordance with the terms contained in the Project Description Document and “Project” shall mean any one of them; |
| <b>"School Hours"</b>        | Will be as notified by the School Education Department from time to time.  |
| <b>"School Days"</b>         | Will be as notified by the School Education Department from time to time.  |
| <b>"School Vacation"</b>     | Will be as notified by the School Education Department from time to time.  |
| <b>"Seat"</b>                | Will mean one computer with peripherals, computer table, chair, power supply, interior furnishing, internet connectivity and other peripherals as specified in the Agreement.  |
| <b>“SPV”</b>                 | Means the Special Purpose Vehicle which the Successful Bidder is entitled to form for execution of the Project;  |
| <b>“Qualification Stage”</b> | Means the first stage of the Bid Process for qualification of the Applicants in accordance with the criteria set out in the RFQ;   |

|                            |  |
|----------------------------|--|
| <b>"QGR"</b>               | Or Quarterly Guaranteed Revenue that shall be paid for every three months of completed service for each seat as per the quote for the particular project after deductions for non compliance of Service Level Agreement (SLA) as specified in the Agreement. |
| <b>"RFP"</b>               | Means this 'Request for Proposal Document' which has been issued to the Bidders, as it may be amended and modified from time to time, together with all annexure, schedules, addendums and amendments which may be made from time to time.                   |
| <b>"RFQ"</b>               | Means the 'Request for Qualification Document' which was issued to Applicants for the purposes of pre-qualifying such persons, together with all annexure, schedules, addendums and amendments which may have been made to it from time to time.             |
| <b>"Rupees" or "Rs"</b>    | Means the lawful currency of the Republic of India;  |
| <b>"Successful Bidder"</b> | Means the Bidder selected pursuant to the terms of this RFP to whom a Project shall be awarded.  |

*The words used in this document shall carry the same meaning as defined herein.*

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## **PART 2**

### **INTRODUCTION**

#### **2.1 Background to the Bid Process**

- 2.1.1 The Government of Madhya Pradesh is interested in providing education to the students of Government Schools under the administrative control of the School Education Department and the Tribal Welfare Department.
- 2.1.2 The Corporation (MPSEDC) has been authorized by the State Government to conduct the bid process, select bidder for implementing the project, sign the agreement with the successful bidder, monitor the adherence to Service Level Agreement (SLA), and make payments to the bidder based on SLA.
- 2.1.3 The Corporation is seeking private sector participation to execute the Projects through the Bid Process. The first stage of the Bid Process, that is the Qualification Stage, has been concluded.
- 2.1.4 In terms of the RFQ, this RFP is issued by the Corporation to the short listed pre-qualified Applicants i.e. the Bidders

#### **2.2 Organisation of this RFP**

- 2.2.1 This RFP is organised in the following manner:
  - (a) The Notice for Bidders contains a reiteration of Bidder commitments and understandings, which legally bind Bidders in relation to the contents of this RFP and the Information, which may be provided to the Bidders from time to time. These commitments and understandings are legally binding on the Bidders;

- (b) Part 1 of this RFP contains definitions and rules of interpretation that apply in relation to this RFP and other Information which may be provided to the Bidders from time to time;
- (c) Part 2 of this RFP is this part which is general and introductory in nature;
- (d) Part 3 of this RFP sets out a tentative and non binding timetable for activities related to and conclusion of the Bid Process;
- (e) Part 4 of the RFP contains the procedure for submission of the Bid;
- (f) Part 5 of this RFP details the Bid Process, including relevant information on certain activities contemplated during this period and also carries instructions to the Bidders; and
- (g) Part 6 of this RFP presents the details of the evaluation methodology which shall be employed to evaluate Bids which are received from the Bidders;

## **2.3 Communication**

- 2.3.1 All communication sent from the Bidders in relation to this RFP or the Bid Process or as provided for in this RFP shall be sent to the following official of the Corporation indicated in this Clause 2.3.1 (hereinafter referred to as **“Designated Person”**):

Managing Director  
Madhya Pradesh State Electronics Development Corporation  
147 Zone-I, M.P Nagar,  
Bhopal-462011

Fax +91-755-2769-824  
Phone +91-755-2769-814  
Email mpsedc@gmail.com

- 2.3.2 Communication and documents may be sent by the Bidders through email, post with acknowledgement due, and courier and/or delivered by hand, other than in those cases where the RFP expressly provides for the use of one or more method.
- 2.3.3 Bidders should note that the Corporation shall accept no responsibility for receipt of any communications or documents sent by email or by post or by courier. A document or communication by post or courier shall be deemed conclusively received only if an acknowledgement is received by the Bidder sending such document or communication, from the Designated Person.
- 2.3.4 Any communication or documentation sent by email shall be followed by a confirmatory fax sent by the sender of the communication or documentation and shall be deemed to have been received only upon successful transmission.
- 2.3.5 The Bidder shall designate one person for receiving all communication from the Designated Person. The phone number and email address of such person should be specified by the Bidder in the Bid Format.

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## PART 3

### INDICATIVE ACTIVITY SCHEDULE AND TIME TABLE

#### 3.1 Activity Schedule

3.1.1 It is proposed that the Bid Stage and activities thereunder proceed as per the following schedule:

| S. No. | Activity   | Estimated date                            |
|--------|--|---|
| 1.     | Date of sending the Bidding Documents  | 3 <sup>rd</sup> June, 2009                |
| 2.     | Receipt of Written Comments on Bid documents and/or Agreement and/or the Bidding Process | 9 <sup>th</sup> June, 2009                |
| 3.     | Meetings   | 15 <sup>th</sup> June, 2009               |
| 4.     | Bid Due Date   | 3 <sup>rd</sup> July, 2009 up to 400 p.m. |
| 5.     | Opening of Technical Bids  | 4 <sup>th</sup> July, 2009 - 11.45 a.m.   |
| 6.     | Opening of Commercial Bids   | 14 <sup>th</sup> July, 2009 - 11.00 a.m.  |
| 7.     | Issue of Letter of Acceptance (“LOA”)  | Before 10 <sup>th</sup> August, 2009      |
| 8.     | Validity of Bids   | 180 days from the LOA                     |

3.1.2 The dates indicated in Clause 3.1.1 above, are tentative and non binding. The dates for activities as listed hereinabove may be postponed by the Corporation, but shall not ordinarily and without notice are advanced. Postponement may occur at any time or any stage of the Bid Process, with or without notice, for any reason, as the Corporation deems fit in its sole discretion.

*[This space has been intentionally left blank]*

## **PART 4**

### **CONTRACTUAL ARRANGEMENTS**

4.1 The Successful Bidder, will be required to enter into the Agreement in accordance with the Bid Process Timetable. The form of the Agreement may be amended in accordance with the terms of this RFP. In the event the successful Bidder does not enter into the Agreement then the Bid Security shall be encashed in accordance to Clause 5.7.4.

## **PART 5**

### **INSTRUCTIONS TO BIDDERS**

#### **5.1 Visit to the Schools in the Projects**

- 5.1.1 Each Bidder may, in its discretion, visit and examine the schools in the Projects, conduct its own technical, financial and legal due diligence, and to obtain for itself all information that may be necessary for preparing the Bid.
- 5.1.2 Failure to inspect the proposed Schools shall not be a ground for a Bidder to alter or withdraw its Bid after the Bid Due Date.

#### **5.2 Bid Documents and Agreement**

- 5.2.1 The Bid documents and the Agreement shall be sent via email and as a hard copy to the bidders who have been short listed under the RFQ.
- 5.2.2 In general, suggested revisions to the Agreement should be limited to those:
  - (a) intended to optimise the commercial viability of the Project; and
  - (b) necessary to correct manifest error.
- 5.2.3 Any comments should where feasible, be made by way the track changes feature in Microsoft Word and not by way of hand written comments or typed riders on hard copies of the documents or by way of changed and retyped Bid documents and/or the Agreement, as the case may be. The soft copies of such marked up Bid documents and Agreement, as the case may be should be sent to the email addresses to the Designated Person along with a copy on CD ROM which should be sent by post or courier to the postal addresses of the Designated Person.
- 5.2.4 The rules of receipt of communication detailed in Clause 2.3.2 shall apply in all such cases.
- 5.2.5 All suggested revisions which the Corporation accepts or any comments that it may issue in respect of suggested revisions or suo-moto shall be provided to

all Bidders (without revealing the source of the question to which reply is being sent). Where suggested revisions are accepted, the Corporation shall also simultaneously circulate revised version of the Agreement to the Bidders via email and the same may also be collected from the Corporation's office on CD ROM.

- 5.2.6 There is absolutely no assurance, implied or otherwise that comments to the Bid documents and the Agreement made under and in accordance with this Clause 5.2 will be accepted by the Corporation. Accordingly, Bidders must be prepared to accept the attached draft of the Bid documents and Agreement, without further modification, if chosen as the Successful Bidder.

### **5.3 Meeting**

- 5.3.1 Meeting will be held on the date as indicated in the Bid Process Timetable at location as may be determined by the Corporation. .

- 5.3.2 Attendance at the Meeting is not mandatory.

- 5.3.3 A maximum of three (3) representatives of a Bidder may attend the Meeting

- 5.3.4 The Bidders shall on or before the date specified in the Bid Process Timetable for submission of written comments, submit all comments, recommendation, queries to the Designated Person.

- 5.3.5 The purpose of the Meeting is to answer relevant questions the Bidders may have concerning this RFP and the selection process. At the Meeting itself, the Corporation reserves the right to defer answering any question or to decline to answer inappropriate questions, as it deems fit.

- 5.3.6 Deleted

- 5.3.7 Bidders are encouraged to submit questions regarding any issues that are unclear or raise concerns about the viability of the Project so that such questions can be resolved upfront.

#### **5.4 Deleted**

#### **5.5 Bid Due Date**

5.5.1 The Bids must be received by the Corporation no later than 1600 hours IST on 25<sup>th</sup> June, 2009 (“**Bid Due Date**”).

5.5.2 The Bid Due Date may be postponed by such number of days as the Corporation deems necessary. In such case, the Corporation will issue a written notice to all Bidders.

#### **5.6 Composition and Submission of Bid**

5.6.1 The Bid shall include:

- (a) The Bid Security;
- (b) The completed Bid Form;
- (c) The Agreement Document.

5.6.2 The Bidder shall submit the Bid in the Bid Form on or before the Bid Due Date.

5.6.3 The Bidder shall, along with its Bid, submit the Bid Security.

5.6.4 Bidder quoting for different zones need not submit Separate documents for each zone The documents attached with the technical bid are expected to be signed by the bidder. But Costing attached with Commercial bid has to be submitted separately for each zone

#### **5.7 Bid Security**

5.7.1 Details of the Bid Security

The Bidders shall submit a Bid Security of Rs. 50 lakhs [Rupees fifty lakhs only] for each Project at the time of submitting the Bid on or before the Bid Due Date. If the Bidder wishes to participate in all the seven Projects, he has to provide 2 (two) Bid Securities of Rs.50 Lakh (Fifty Lakh Only) each and the originals have to be placed in the first two Blocks if the Bidder is participating in more than two Projects and can use photocopy in others Projects. The Bid Security shall be in the form of an irrevocable Bank Guarantee and made payable to the “Madhya Pradesh State Electronics

Development Corporation, Bhopal'. The Bid Security shall be from a Scheduled Indian Bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

#### 5.7.2 Expiry Date of Bid Security

The Bid Security shall remain in effect until and expire after the termination of the Bid Validity Period, as extended in accordance with Clause 5.15.

#### 5.7.3 Return of Bid Security

The Bid Security of Bidders other than the two highest Bidders will be returned within not later than 30 days from the Bid Due Date. The Bid Security of the Successful Bidder shall be returned within [ten (10) days] of the deposit of the Performance Security by the Bidder.

#### 5.7.4 Encashment

In the event that a Bidder withdraws its Bid during the Bid Validity Period, or only in the case of the successful Bidder:

- (a) if the Successful Bidder does not sign the Agreement in the forms attached hereto (as they may have been amended pursuant to this RFP) as per the timelines indicated in Clause [3.1.1] (and as amended from time to time); or
- (b) fails to deliver the Performance Security in the form provided in the Agreement;

The Corporation shall encash the Bid Security. Thereafter, the Corporation shall have the option of following the process mentioned in Clause 5.22.2.

### **5.8 Language of the Bid**

The Bid and all associated documents shall be in English.

## **5.9 Number of Copies**

Bidders shall furnish the Corporation with two (2) copies of the Bid – one (1) original and one (1) duplicate marked ‘original’ or ‘duplicate’ accordingly. In the event of any difference in content or terms between the original and the duplicate copies, the original shall prevail.

## **5.10 Signature on Bid documents**

The person authorized (so authorised through the power of attorney issued as part of the Qualification Stage or any time thereafter by issuance of a fresh power of attorney and upon revocation of the earlier power of attorney ) to act on behalf of the Bidder, shall sign the completed Bid and all related documentation on each page.

## **5.11 Sealing of Bids**

5.11.1 The Bid Form and the Bid Security shall be delivered together in envelopes or packages clearly marked with the contents of each - first envelope should be marked as ‘Bid Security’ the second envelop should be marked as "Technical Bid" and "Agreement" as provided by the Corporation sealed and signed and the third envelope should be marked as “Financial Bid (in the prescribed format)”. All envelopes or packages shall be placed together in one sealed package marked ‘Confidential Bid for Project: [name of Project(s)]’ and addressed to the Designated Person.

**5.11.2** If the Bidder is submitting bids for more than one Project then such bids should be placed in a separate envelope and the name of the Project should be clearly written on all the envelopes including the outer envelope. Bid form as given in Annexure III has to be submitted for each quote separately.

5.11.3 If the envelopes and / or the packages are not sealed, marked and addressed as detailed hereinabove, the Corporation will assume no responsibility for the Bid’s misplacement, premature opening or confidentiality.

## **5.12 Delivery Method and Address**

5.12.1 Bids may be delivered by registered mail or by hand. Bid shall not be considered to be received if dispatched by email or fax. Hand delivery of Bids is strongly recommended to ensure receipt prior to the Bid Due Date.

5.12.2 If mailed, Bids shall be sent by registered mail only to Designated Person. The receiving postmark will determine the delivery date.

5.12.3 The Corporation shall provide acknowledgement of receipt of the Bid to all Bidders who submit their Bid on or before the Bid Due Date and time.

## **5.13 Bid Opening Date and Venue**

5.13.1 The expected date for opening of the Bid is 26th June, 2009 at 11.00 a.m. at the office of Madhya Pradesh State Electronics Corporation, 147, Zone 1, M.P. Nagar, Bhopal, India.

## **5.14 Modification or Withdrawal of Bids**

5.14.1 Prior to the Bid Due Date, Bidders may request, modification or withdrawal of Bids with a written notice only to the Designated Person.

5.14.2 The modification or withdrawal notice shall be prepared, sealed, marked, and delivered to the Designated Person, with the envelopes being additionally marked "MODIFICATION", or "WITHDRAWAL", as appropriate.

## **5.15 Bid Validity Period**

5.15.1 The Bid Validity Period will be not less than 180 days period from the issue of Letter of Acceptance.

5.15.2 In the event that the Corporation wishes to extend the Bid Validity Period, the Corporation may request such extension from the Bidders in writing at least

fourteen (14) days prior to the expiration of the original Bid Validity Period. If any Bidder notifies the Corporation that it does not wish to extend the Bid Validity Period of its Bid, such Bidder's Bid, together with its Bid Security, shall be returned to the Bidder within thirty (30) days after receipt of such notification by the Corporation.

5.15.3 If the Corporation has not received a notice from a Bidder under Clause 5.15.2 stating that it does not wish to extend the Bid Validity Period of its Bid by the expiration of the original Bid Validity Period the extension shall be deemed to be accepted by the Bidder.

#### **5.16 Cost of Preparing Bid**

The Bidders shall bear all costs associated with the preparation and submission of its Bid and negotiation of Agreement or other contracts and documents relating to the Project and the Corporation will not in any way be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **5.17 Change in Consortium composition**

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

- (a) the modified Consortium would continue to meet the qualification criteria for Applicants as specified in the RFQ;
- (b) the new member(s) expressly adopt(s) the application already made on behalf of the Consortium during the Qualification Stage 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.

5.17.2 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].

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

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

#### **5.18 Correction of errors by Corporation in the Bid**

5.18.1 Bids, which are not disqualified, will be checked by the Corporation for any arithmetic errors in computation. Where there is a discrepancy between amounts in figures and in words, the amount in words will prevail. The Corporation will adjust the figures in the Bid according to this method.

5.18.2 Figures may be adjusted in accordance with Clause 5.18.1 without the concurrence of the Bidders and if so adjusted, shall be binding upon the Bidders.

#### **5.19 Disqualification of Bids**

Without prejudice to the rights of the Corporation in Paragraph 4 of the Notice to Bidders and Clause 5.20 included in this RFP, Bid may be disqualified and dropped from further consideration for any or more of the reasons listed below:

- (a) Receipt by the Corporation of any Bid after the prescribed time on the Bid Due Date;

- (b) Failure to submit supporting documentation or any other clarification, or any documents requested by the Corporation within the required time frame;
- (c) Failure to provide the Bid Security as a part of the Bid;
- (d) Failure to submit a completed Bid Form in the required format as a part of the Bid;
- (e) Failure to affix the seal of the Applicant/Consortium on the Bid;
- (f) Wilful misrepresentations in the Bid;
- (g) Illegal conduct or attempts to influence evaluation of a Bid outside the solicitation process;
- (h) Bid being valid for a shorter period than the Bid Validity Period;
- (i) Any modification to the Bid made or sought to be made after submission of the Bid and not being in accordance with Clause 5.14;
- (j) Submission of a Bid which is not substantially responsive to the conditions / requirements of this RFP;

Provided further, Bids are liable to be rejected, in the Corporation's sole discretion. In case only one Bid is received, the matter shall be referred to the Corporation for further action.

#### **5.20 Reservation of rights**

The Corporation reserves the right, without qualification, to select any Bid or to reject any or all Bids or waive any formality or technicality in any Bid received. Bidders who submit Bids do so without recourse against the Corporation.

#### **5.21 LoA and Initialling of the Agreement**

The Successful Bidder shall be issued a LoA by the Corporation and, the Successful Bidder shall be required to initial the Agreement issued along with this RFP (including any modifications to such Agreement as may have been agreed by the Corporation at its sole discretion and such agreement having been communicated to the Bidders before the Bid Due Date) in accordance with this RFP .

## **5.22 Signing of Documents**

- 5.22.1 The Successful Bidder or the SPV as the case may be shall be required to sign the Agreement as per the timelines indicated in Clause 3.1.1 of this RFP (as amended from time to time).
- 5.22.2 In case the Successful Bidder does not initial the Agreement or does not submit the Performance Security within period specified in the Agreement, the Corporation shall have the right to encash the Bid Security in accordance to Clause 5.7.4 and issue the LoA to the second lowest Bidder, who shall match the cost of the lowest Bidder if the bid value is lower than the second lowest bidder, who shall then be deemed the Successful Bidder for the purposes of this RFP. Thereafter, the timeframe and processes mentioned in Clause 5.21 and 5.22 shall be applied with respect to such Bidder, including in respect of the right of the Corporation to nominate the Bidder, with the second lowest Bid as the Successful Bidder in the event of the Successful Bidder defaulting as described in the first part of this Clause 5.22.2.
- 5.22.3 In case, the Successful Bidder refuses to sign the Agreement, the Bidder with second highest marks will be offered the Project. In case this Bidder is also not interested in the offer, limited recall of Bids between the Bidders who have submitted offers for the Project will be undertaken by the Corporation.

## **5.23 Performance Security**

- 5.23.1 Immediately along with the signing of the Agreement, the Successful Bidder shall provide a performance security (“**Performance Security**”) to the Corporation in the amount of Rs 2.5 Crores (Rupees Two Crores Fifty Lakhs Only) as may be applicable for each Project as per the terms of the Agreement.
- 5.23.2 The Corporation shall have the right to encash the Performance Security as per the terms of the Agreement.
- 5.23.3 The Performance Security shall be returned as per the provisions of the Agreements to the Successful Bidder.

## **5.24 Confidentiality**

Bids may include proprietary or confidential information. The Corporation will use reasonable efforts to protect such information, provided that such information is clearly identified as proprietary or confidential on the page on which it appears. The Corporation reserves the right to release such information to its agents or consultants for purposes of Bid Evaluation. Further the Corporation will not be liable for any damages resulting from any disclosure before, during or after the solicitation process of any confidential information.

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## PART 6

### EVALUATION OF BIDS

#### 6.1 Evaluation of Bids

6.1.1 Bids, which have not been disqualified under Clause 5.19 above and are complete in all respects, will be evaluated. The selection of the Bidder shall at the sole discretion of the Corporation.

6.1.2 The Evaluation of Bid will be done on cost and quality giving equal weightage to both

a. 50 marks for quality will be arrived at in the following manner

| <b>S. No</b> | <b>Criteria</b>                               | <b>Max. Marks</b> | <b>Method of allotting marks*</b>  |
|--------------|---|-------------------|--|
| 1            | <b>Past experience in executing projects:</b> | 20                | 20 marks out of 50 will be allotted in this category. For 1 project, 5 marks will be allotted. 5 marks will be allotted for subsequent 1 project in the preceding 5 year; 20 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.  |
| 2            | <b>Manpower Infrastructure</b>                | 10                | 10 marks out of 50 will be allotted in this category. For 50 professionals, 5 marks will be allotted. 0.5 marks will be allotted for the subsequent 15 professional on the company's roll. 10 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 ( Multi media and project competencies will be desirable). |
| 3            | <b>Association with a major Hardware</b>      | 10                | 10 marks out of 50 will be allotted in this category. For one such association 5 marks will  |

| S. No                 | Criteria                          | Max. Marks | Method of allotting marks*   |
|-----------------------|-----------------------------------|------------|--|
|                       | <b>and Software manufacturer:</b> |            | be allotted. 10 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.   |
| 4                     | <b>Turnover of the Company:</b>   | 10         | 10 marks out of 50 will be allotted in this category. For the turnover of Rs 10 crores 5 marks will be allotted. 0.5 mark will be allotted for subsequent Rs 3 crore turnover; 20 marks will be allotted for a turnover of Rs 40 crores and above. Balance sheets of the financial year 2007 - 08, 2006 - 07 and 2005 - 06 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. |
| Total Technical Score |                                   | 50         |  |

\*The Bidder has to submit documents related to the technical qualification mentioned above.

b. 50 marks for cost will be arrived at in the following manner:

| S. No | Criteria  | Max. Marks | Method of allotting marks   |
|-------|---|------------|---|
| 1     | Per Seat Quarterly Guaranteed Revenue (QGR) quoted for the Project. | 50         | The lowest quote will be given 50 marks and others quoting higher will be awarded marks on the basis of the following Formula :<br><br>$\frac{\text{Lowest Quote for the Project}}{\text{Quote offered by the Bidder}} \times 50 = \text{Marks allotted}$ |

Bid getting the highest marks after adding both the quality and cost criteria shall be declared as the Successful Bidder and the LoA shall be issued by the Corporation in accordance to the Clause 5.21 above. In case of a tie the bid with the lower cost quote will be declared successful. In case of tie in the total marks with quality and cost

being the same both the Bidders with this tie will be asked to resubmit their Commercial Offer and the Offer lower in Quote will be selected.

Not more than 2 blocks will be allowed to one Bidder.

### **6.1.3 Sequence of Opening of the Bid**

6.1.3.1 Bids will be opened in 3 stages. In the first stage, all the Technical Bids will be opened and marks will be allotted to the Bidders.

6.1.3.2 In the second stage, Bids for Rewa and Sagar Projects will be opened. If, it is discovered that one of the Bidders has achieved its capacity of two Projects, his remaining Bids will not be opened.

6.1.3.3 In the third stage, Bids for Gwalior-Chambal and Jabalpur Projects will be opened sequentially. If, it is discovered that one of the Bidders has achieved its capacity of two Projects, his remaining Bids will not be opened.

6.1.3.4 In the fourth stage, Bids for Indore and Bhopal Projects will be opened sequentially. If, it is discovered that one of the Bidders has achieved its capacity of two Projects, his remaining Bids will not be opened.

6.1.3.5 In the fifth stage, Bid for Ujjain will be opened.

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**ANNEXURE [II]**

**FORMAT OF BID SECURITY**

**LETTERHEAD OF THE ISSUING BANK**

*[Scheduled Indian Bank As Issuer]*

Dated *[insert date]*

**Irrevocable Guarantee No. *[insert]***

To

The Managing Director  
Madhya Pradesh State Electronics Development Corporation  
147, Zone I, MP Nagar,  
Bhopal (MP)

Dear Sir,

At the request of our client(s), *[insert the name of the Bidder]* (the “**Bidder**”) and acting upon its / their instructions, the undersigned issuing bank (the “**Issuing Bank**”) hereby provides this irrevocable guarantee (the “**Guarantee**”) in the amount of Rs 50 lakh (Rupees Fifty Lakh) (the “**Guaranteed Sum**”) issued in the favour of Madhya Pradesh State Electronics Development Corporation (the “**MPSEDC**”).

Subject to the other provisions contained in this Guarantee, the Corporation may demand payment of the Guaranteed Sum from the Issuing Bank in full (or in such part thereof as may be demanded) by submitting a written demand by the Managing Director of the Corporation (each such demand, a “**Payment Demand**”), stating the amount of payment demanded and that there has been a breach by the Bidder of any of its obligations under the Request For Proposal Document (“**RFP**”) issued by the Corporation on *[insert date]*, pursuant to which the Corporation invited proposals to undertake the Project.

The Corporation shall be entitled to submit as many Payment Demands as it deems necessary, it being understood that, where the amount demanded under any Payment Demand, or the aggregate of the amounts demanded under all Payment Demands submitted, exceeds the Guaranteed Sum, the Issuing Bank shall only be required to pay to the Corporation an amount equal to the Guaranteed Sum.

The Issuing Bank shall honour all Payment Demands made by Corporation under the terms of this Guarantee, and agrees to pay the Guaranteed Sum in full (or in such part thereof as may be demanded) upon first demand and delivery of each Payment Demand, provided that the form of the Payment Demand and the manner in which it is submitted conform to the provisions established in the preceding paragraph and that such Payment Demand is submitted before the Expiration Date (as defined hereunder below).

Each Payment Demand must be submitted during days and hours when the Issuing Bank is open for business in Bhopal, Madhya Pradesh. The Issuing Bank agrees to pay the funds requested in each corresponding Payment Demand to Corporation in immediately available funds no later than forty eight (48) hours after the hour in which the Payment Demand was submitted by Corporation, excluding any hours during days on which the Issuing Bank is not open for business in Bhopal, Madhya Pradesh, and provided that the documentation presented satisfies the requirements contained in this Guarantee. The Issuing Bank shall make all payments under this Guarantee with its own funds. If the Payment Demand fails to comply with any of the requirements established in this Guarantee, the Issuing Bank will immediately notify Corporation in writing at the address listed herein for Corporation, or at the address provided in writing by Corporation to the Issuing Bank for such purpose. The Issuing Bank shall explain in such notice in what respect the Payment Demand does not comply with the terms of this Guarantee and shall return the Payment Demand to Corporation. The Corporation may resubmit any Payment Demand so returned. All payments that the Issuing Bank makes to Corporation hereunder shall be made by electronic transfer in immediately available funds to the bank account specified by Corporation in the corresponding Payment Demand.

This Guarantee shall expire on the first of the following dates (the “**Expiration Date**”):

- (a) 10<sup>th</sup> January 2010 or

- (b) following the return of this original Guarantee by Corporation to the Bidder, the date upon which the Bidder delivers it to the Issuing Bank.

Corporation may not submit any Payment Demand to the Issuing Bank once this Guarantee has expired, nor shall the Issuing Bank be obligated to make any payment hereunder in respect of any Payment Demand submitted after this Guarantee has expired.

Corporation's rights under this Guarantee are not transferable, except that such rights may be transferred by Corporation to any other Ministry or Corporation of Corporation or to entities affiliated with the Government, it being understood that such entities include any company or agency that is controlled by Corporation or is under the common control of another company or agency with the Government.

All charges of the Issuing Bank related to the issuance or performance of this Guarantee (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Bidder and under no circumstances shall be charged to Corporation by the Issuing Bank.

This Guarantee shall be governed by and interpreted in accordance with the laws of India. The High Court of Jabalpur shall have exclusive jurisdiction over any controversy arising hereunder. Any communication from Corporation or any other body of Corporation with respect to this Guarantee shall be in writing and delivered by hand, with receipt confirmed, to the address at which Payment Demands are to be delivered.

Yours faithfully,

(Authorised Representative of the Issuing Bank)

[Seal of Issuing Bank]

*[This space has be intentionally left blank]*

ANNEXURE [III]

**BID FORM (TO BE SUBMITTED SEPARATELY FOR EACH PROJECT)**

**Dated:**

To  
Managing Director  
Madhya Pradesh State Electronics Development Corporation  
147, Zone I, MP Nagar,  
Bhopal (MP)

Sub Bid Form for Project

Dear Sir,

We, \_\_\_\_\_ (Name of Applicant / Consortium) having examined the RFP Document and understood its contents, hereby submit our Bid in respect of the \_\_\_\_\_ (The bidder is required to fill up the name of the Project) and state that:

1. All information provided in the Bid and in the Bid Form is true and correct and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for the site development, installation of hardware, operation and maintenance of the aforesaid Project.
3. We shall make available to the Corporation any additional information it may find necessary or require to supplement or authenticate the Bid.

4. We acknowledge the right of the Corporation to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
  
5. We declare that:
  - (a) we have examined and have no reservations to the Bid documents and the Agreement including the Annexure issued by the Corporation.
  - (b) 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 Bidding Process.
  
6. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor declare a Successful Bidder from the Bids that you receive. We shall not hold you liable or responsible in any manner whatsoever for any cost, expenses incurred by us.
  
7. Upon being declared the Successful Bidder we undertake to submit the Performance Security according to the terms and condition of the Agreement annexed to the Bidding Document.
  
8. Pursuant to the above we make a Bid of **Rs. [\_\_\_\_\_]** (Rupees \_\_\_\_\_) as a Quarterly Guaranteed Revenue (QGR) for a single seat for the Project \_\_\_\_\_(The Bidder must write the name of the project), and hereby undertake to the furnish the room provided in the classroom of the School, provide computer hardware, software and skilled manpower, operate and maintain the Project in accordance to the terms and condition of the Agreement annexed to the Bidding Document.
  
9. All communication shall be sent and received by the Designated Person shall be made from or to the Authorised Person.
  
10. The bidder will return the Agreement Document duly completed with each project complete in all respects.

Name of Authorised Person[\_\_\_\_\_]

Phone +91 [\_\_\_\_\_]

Email [\_\_\_\_\_]

Thanking you,

Yours faithfully,

(Signature of the Authorised Person)

(Name and designation of the Authorised Person)

(Name of the Applicant /Consortium)