

**M P STATE ELECTRONICS DEVELOPMENT CORPORATION LTD**  
(A Govt. of M.P Undertaking.)

**Tender Document**

**For**

**“Development of application Software for Election Commission”**

(Tender no. MPSEDC/MKT/2010/190)

(All pages of this document except for Commercial-bid to be submitted in original duly signed on each page along with the technical bid envelope. The Commercial bid in original is to be enclosed in a separate sealed envelope)

M.P. State Electronics Development Corporation Ltd.  
147, Zone-I, M.'P. Nagar, Bhopal-462011 (M.P.)  
Ph.o755-2769822, Fax O755-2769824  
[www.mpsedc.com](http://www.mpsedc.com)

### **Invitation for Bids**

MP State Electronics Development Corporation (MPSEDC) invites sealed bids, under two envelop system, from eligible bidders for Development of application Software for Election Commission. Interested eligible bidders may obtain further information from the office of MP State Electronics Development Corporation, Bhopal

Bids are invited for the work/ contract mentioned hereunder:

S No.	Particular	Description
1.	Scope of Work	Development of Application Software for Election Commission.
2.	Cost of Bid Document	Rs 1000.00 (Non-refundable) by Demand Draft/Cash
3.	Sale of Bid Document	From Date 16.11.10 -24.11.10 Between 10.30 a.m.- 5.30 p.m.
4.	Last date for submission of bid	On 25.11.2010 up to 3.00 p.m.
5.	Date of opening of technical bid	On 25.11.2010 up to 4.00 p.m.
6.	Bid security	Rs 20,000/- (Rs twenty Thousands Only) in the form of Demand Draft in favor of the MP State Electronics Development Corporation, payable at Bhopal
7.	Place of opening of bids	MP State Electronics Development Corporation Ltd. 147,Zone-I,MP Nagar, Bhopal
8.	Address for communication	MP State Electronics Development Corporation Ltd. 147,Zone-I,MP Nagar, Bhopal Phone: 2769822, Fax-2769824

**Note** - Tender Document can be downloaded from the website [www.mpsedc.com](http://www.mpsedc.com). In case tender form has been downloaded from the website, the tenderer will have to enclose a Demand Draft of Rs.1000/- (Rupees One Thousand only) of any scheduled bank in favor of MPSEDC Ltd. payable at Bhopal along with the tender.

\*Any future Corrigenda/Information shall be posted only on our website [www.mpsedc.com](http://www.mpsedc.com)

## Letter for Submission of tender

Dated.....,2010.

To  
MPSEDC  
147 Zone I, M P Nagar  
Bhopal (M P)

Ref:-Tender for Development of application Software for Election Commission against tender No.MPSEDC/MKT/2010/190 dated 16.11.10 due for opening on 25.11.10

Dear Sir,

Having examined the tender document relating to the Development of application Software for Election Commission as detailed in your tender, Conditions and scope of work etc, and having understood the provisions and requirements relating to the development and all other factors governing the tender, we here by submit our offer relating to the development of the proposed software in accordance with terms and condition, and confirm our acceptance to execute the order within the time period specified in the tender document at the rates quoted by us in the accompanying Technical & commercial Bid.

If, however, we fail to complete the development of the software as per the order after the tender document is accepted, we agree that M/s MPSEDC LTD Bhopal shall have full authority to forfeit the earnest money and cancel our order with no obligation on their part.

We confirm having deposited earnest money of Rs 20000/- (Rupees Twenty thousand only) by Demand draft No.....dated .....drawn on..... Bank .....Branch attached here to and general information required are as per annexure attached.

We further confirm that:-

- i. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- ii. We have sufficiently well-qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.
- iii. The quoted rates shall be valid till the completion of the order.
- iv. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation / discrepancy

Signature of the Tenderer  
With stamp and date

### GENERAL INFORMATION AND EMD DETAILS

1	<u>EMD Details</u> DD No and date: Amount in Rs. Name of the Bank:	
2	Name and Address of the Tenderer:	
3	Contacts:	
4	Telephones:	
5	Fax:	
6	E-mail:	
7	Mobile No:	
8	Category of the tenderer (Whether Company, partnership firm or Proprietary concern)	
9	Name of Chief Executive Officer and Telephone No.	
10	Year of Establishment	
11	Sales Tax/Commercial Tax/ CST nos.	
12	Income Tax PAN/GIR No.	
13	Yearly Turnover of the Last 3 Years.	
14	Name and Address of the Banker	
15	List of major Clients and the size of orders executed	

Note: - Separate sheets may be attached wherever necessary.

Signature of the Tenderer  
With stamp and date

## **Terms and Conditions**

The bidding procedures and the terms of contract are prescribed here in under:

### **1. Eligibility Criteria**

The proposal is open to all qualified bidders who fulfill the following requirements:

1. The bidder should have executed at least one single software development project of Election Commission. the value of project must be more than Rs.10 Lakh.(Attach copy order)
2. Turn over for Services should be at-least Rs 20 lakh for each of last 3 consecutive years. (Relevant documents to be attached.)

Note: - The Bidders should submit the documentary proof and information in support of each of the criteria listed above. If desired MPSEDC would carry out inspection of the development center to assess the capacity. Bidders not meeting the above criterion shall out rightly be rejected and their financial bid shall not be opened.

### **2. Amendment in Bidding Document by the Competent Authority**

At any time prior to the deadline for the submission of bids, the competent authority may, for any reason, whether on it's own or in response to a clarification requested for by a prospective bidder, modify the bidding document by way of amendment(s).

The prospective bidders having received the bidding documents will be notified of the amendment(s) only on the website [www.mpsedc.com](http://www.mpsedc.com) and such amendments shall be binding on them.

In order to allow reasonable time to the prospective bidders for taking into account such amendment(s), in the preparation of their bids, the competent authority, at its discretion, may extend the deadline for the submission of bids.

### **3. Bid Price**

The bidders shall indicate on the prescribed Price Schedule. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and shall not be subject to variation on any account.

A bid submitted with an adjustable price will be treated as non-responsive and rejected.

#### **4. Forfeiture of the EMD**

In the following events, the EMD deposited by the Bidder shall be forfeited –

If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form: or In case of a successful Bidder, if the Bidder fails:

- (i) To accept the order
- (ii) To furnish performance security
- (iii) If the supplier, after accepting the purchase order fails to deliver the material/services as per the order.

5. Any alterations, erasures or overwriting shall be valid only if the person or persons signing the bid initial them.

#### **6. Scope of Work**

##### **Design & development of Application software with the following modules**

- Populating the post office, Police station master table.
- Establishing linking between Tehsils and block table.
- Exporting the existing control table data into the new control table structure of ECI.
- Exporting the elector's data in to the new data base structure of ECI.

#### **7. Payments and Billing**

Developer shall present his bills after completion of work to MPSEDC in duplicate along with the following papers/ documents:

1. Report of Service rendered, to the concerned dept. Certified by the user department duly signed and complete in all respects.
2. Such other documents as may be specified in the tender/development order. On the basis of the supplier's bills, MPSEDC shall raise its own bills on the indenter /purchasing department without undue delay.

Payment to the service provider shall be made by MPSEDC within 21 days of receipt of the payment of its bill from the Department concerned, after deducting such other amounts that may be owed by service provider to MPSEDC on any account whatsoever payments shall ordinarily be made by MPSEDC only through crossed Account payee cheque drawn on Banks located in Bhopal.

Deduction, if any made by the concerned department while making payment to MPSEDC shall be charged on the vendor's account and payment thereof shall be made to the vendor only on receipt of the same from the concerned department.

Payment shall be released by MPSEDC as per the following terms:

Payment shall be released against proof of successful completion of the work.

## **SUBMISSION OF BIDS**

### **8. Sealing and Marking of Bids**

The bidders shall submit EMD, technical bid (containing the technical competence offered, etc and original copy of commercial bid in separate sealed, envelopes all the above envelopes shall be sealed in one main envelope. All the envelopes should be distinctly marked EMD, technical bid, and commercial bid.

### **9. Deadline for Submission of Bids**

Bids must reach to the competent authority at the address specified but not later than the time and date specified in the invitation of Bids. In the event of the specified date for the submission of bids being declared a holiday for the office of the competent authority, the bids will be received up to the appointed time on the next working day.

### **10. Late Bid**

Any bid received after the deadline for submission of bids prescribed by the competent authority, will not be accepted and returned unopened to the bidder.

## **BID OPENING AND EVALUATION OF BIDS**

### **11. Opening of Bids**

Since it is a Two-bid system, Technical and EMD envelope will be opened first by the Committee constituted for this purpose, If the technical bid specifications offered, EMD and deviations asked (if any) are found in order, the Committee will open commercial bid only for the eligible bidders.

The Committee will open the bids, in the presence of Bidders' representatives who choose to attend on the date specified at the following location:

**The Additional Chief General Manager  
M.P. State Electronics Dev. Corpo. Ltd  
147, Zone-I, Maharana Pratap Nagar, BHOPAL-462011**

Prospective Bidder representatives shall sign a register evidencing their attendance.

In case, the commercial bid is not opened on the same or next day of opening of technical bid the Committee may decide to open the commercial bid on subsequent dates. In such case the date, time and place of opening of commercial bid will be intimated to the bidders or their representatives.

### **12. Preliminary Examination**

Before starting evaluation, the bids will be examined to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order, In case of computational error the basic price will prevail.

If bid is determined as not substantially responsive, the competent authority will reject it and only the substantially responsive commercial bids will be considered.

The process of evaluation of bid is as follows-

- (i) The Committee, appointed by the MPSEDC, will first verify that the Bank Draft for Bid Security is in order and as per requirement of the bid. The Committee will examine the bid on Eligibility Criteria as specified. The scrutiny of technical proposals will be based on the Evaluation Criteria determined.
- (ii) The commercial bid will be opened only for the proposals, which are found eligible and technically acceptable by the Committee and approved. On the day specified for the opening of bid, the Committee, appointed by the MPSEDC LTD., will open the commercial bids of eligible bidders and scrutinize the same minutely.
- (iii) After scrutiny, the MPSEDC LTD. after having examined the proposal may accept the same or accept the bid price of any other bidder found suitable or reject all or any proposal. The decision of the MPSEDC LTD. in this regard shall be final and binding.
- (iv) The cope of work mentioned in the tender document is per the estimate. However, software development is based on system study requirement, depending on the actual requirement of the dept.

### **13. Performance Security**

The successful bidder shall be required to submit performance guarantee equivalent to 10% of the order value for the satisfactory performance/completion of the complete order (Including warranty period), in the form of bank guarantee with MPSEDC LTD

### **14. Contacting the Competent Authority**

Any effort on part of a Bidder to influence the Competent Authority or members of Technical/Monitoring committee, in its decisions on bid evaluation; bid comparison or contact award may result in rejection of the bidder's bid.

### **15. Statutory Obligations**

The agency has to ensure that the statutory obligations as per requirement of different rule and regulation. Any expenditure required shall be to the vendor's account. The agency shall submit the related documentary proof as and when required by MPSEDC.

### **16. General**

- (i) Development will be complete only when the all module is installed as per tender Condition and accepted by the us.
- (ii) Source code is submitted to MPSEDC.
- (iii) Bid form shall be duly filled in, signed and complete in all respects.
- (iv) The price should be inclusive of taxes.
- (v) The rates should be free from all escalation.
- (vi) Completion of the total job should not exceed 05 days from the date of order under any circumstances. The MPSEDC LTD. reserves the right to extend the delivery period, in the interest of the MPSEDC.
- (vii) Software should invariably be maintained and supported till required report generation work is completed.

(viii) penalty- In case of delay in execution of the order, MPSEDC may as its option either:

Recover from the developer towards liquidated damages a sum @ ½ % (half percent) of the price of software not delivered for a week, or Part there of subject-to maximum of 10% (ten percent). OR purchase from elsewhere on account and at the risk of developer, the software not installed.

OR

Cancel the contract reserving concern dept right to recover damages.

The inner and outer envelopes shall be addressed to the competent authority at the following address:

The Additional Chief General Manager  
M.P. state Electronics dev. Corpo Ltd  
I47, Zone-I, Maharana Pratap Nagar, BHOPAL-462011

The envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

If the outer envelope is not sealed and marked, the competent authority will assume no responsibility for the bids, misplacement or premature opening.

Email or fax bids will be rejected.

Conditional bids are liable to be rejected.

MPSEDC does not bind them to accept the lowest or any other tender and reserve the right to accept or reject any or all the tender in full or in part without assigning any reason.

#### **17. IPR**

IPR of the developed software will be with MPSEDC, user department and the developing agency. Any one will be free to use the software without any restrictions.

**Financial Bid Format**

<b>S.No</b>	<b>Work Details</b>	<b>Cost</b>
1	<b>Design &amp; development of Application software with the following modules</b> <ul style="list-style-type: none"><li>• populating the post office, Police station master table</li> <li>• Establishing linking between Tehsils and block table.</li> <li>• Exporting the elector's data in to the new data base structure of ECI.</li> <li>• Exporting the existing control table data into the new control table structure of ECI.</li></ul>	
	Total	
	Taxes	
	Grand total	

Total in words:

**While evaluating financial bid, the total cost of the project will be considered**

I/We accept the terms and conditions mentioned in the tender document.

**Signature of Tenderer**  
With Rubber Stamp