

M.P. State Electronics Development Corporation Ltd.

**Tender for Management, Business Operation, Certification Services and
Maintenance of Training Center at Indore(Mhow)
(Tender no. MPSEDC/MKT/2011/200) (Second call)**

(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.0755-2769816, 2769823

Letter for Submission of Tender

Date:

MPSEDC

147 Zone I, M P Nagar
Bhopal (MP)

Ref: Tender for Management, Business Operation, Certification Services and Maintenance of Training Center at Indore (Mhow).

Dear Sir,

Having examined the tender document relating to the Tender for Management, Business Operation, Certification Services and Maintenance of Training Center at Indore (Mhow).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 hereby submit our offer for Management, Business Operation, Certification Services and Maintenance of Training Center at Indore (Mhow). in accordance with terms and conditions 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, after the tender document is accepted, we fail to complete the Tender for Management, Business Operation, Certification Services and Maintenance of Training Center at Indore (Mhow). as per the order. 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 1,00,000/- (Rupees One lakh only) by Demand Draft No.....dated drawn onBank Branch attached here to, and general information required is 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 sufficient qualified manpower and necessary resources to execute the order efficiently in the specified time schedule.
- iii. The quoted rates shall be valid till the completion of the order but not less than 90 days.
- 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 Bidder
With stamp and date

1.

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EQUIREMENT:-

The detailed scope of work is provided in Annexure I

NOTE:- MPSEDC may increase or decrease the scope of work as per the requirement and the bidder will have no right whatsoever in this regard beyond the minimum requirement.

Terms and Conditions

1. Eligibility Criteria for Prospective Bidder

The call for bid is open to all qualified bidders who fulfill the following requirements:

- a. The Bidder should be a company registered under the Companies act / Society under Registration of Society Act and must have work experience in the field of Computer Training which has to be substantiated by one purchase order along with completion certificate.
- b. The bidder or any member of consortium should have an office established in the state of MP (attach copy of MPST/CST/TIN issued by M.P. Commercial Tax Department) or provide an undertaking that if the bidder is selected as successful, he would open an office and procure all the statutory registration from Commercial tax Dept within a period of 3 months from the date of issue of LOI.
- c. The company should be working in the area of Computer Training and should be a primary objective in its charter (Please enclose the Memorandum and Article of Association and Share Holder Agreement and a certificate from the Auditor making a statement to this effect.
- d. The company should be working for three years in the area of Computer Training.
- e. Turn over of the Bidder or Prime Bidder in case of consortium from Computer Training should be at-least Rs 2 Crore for each of last 3 consecutive years. The bidder or the prime bidder in case of consortium must have a minimum average turnover from Computer Training to the tune of Rs 2 Crores for each of last 3 consecutive years Attested & audited copy of the company's balance sheet/ societies balance sheet has to be attached along with the bid. In case turnover from Computer Training are not available in the balance sheet separately, a certificate from the Chartered Accountant for the same should be enclosed.
- f. The company or all members of Consortium should have not incurred loss in the past three years. The clause would not apply to Registered Non -Profit making Organisations /Societies.
- g. The Company should have a Computer Training Center in Madhya Pradesh with 100 seats (the bidder can join 3 centers to fulfill this requirement).
- h. Consortium shall be allowed. In case of consortium the prime bidder must be specified. The prime bidder can not be a partner in more than one consortium. In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ agreement among all the members signed by the Chief Executives/ Authorized Signatories of the companies/NGO/Society dated prior to the submission of the bid. The MoU/ agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU/agreement shall be exclusively for this project and shall be responsible in case of failure by any member. Also in case the MoU is not registered, at the time

of submission of Bid, it has to be registered before signing of Agreement with MPSEDC. Consortium Companies/societies should attach the proof of registration of incorporation along with Articles of Association /Bylaws. In case of consortium all members of consortium shall be signatories to the Consortium Agreement and shall be jointly and severally responsible for the project.

- i. The bidder (Each member of the Consortium) shall have company/Society registration certificate, registration under labor laws & contract act, valid sales tax registration certificate, valid Service tax registration certificate and Permanent Account Number (PAN) issued by income Tax department. (Copy of each registration should be provided).

Note: The Bidders should submit the documentary proof and information in support of each of the criteria listed above. If desired Madhya Pradesh Electronic Development Corporation Ltd would carry out inspection of the centre to assess the capacity. Bidders not meeting the above criterion shall out rightly be rejected and their financial bid shall not be opened.

2. Bid Evaluation Process

All the proposals obtained before the last date of submission will be evaluated for their compliance to the eligibility criteria mentioned. Only those Bidders who fulfill the eligibility criteria will be evaluated for the financial bids. The offers of those Bidders who do not fulfill the technical criteria will not be considered for financial evaluation. The decision of MPSEDC will be final in this regard.

3. INSTRUCTIONS TO BIDDERS

a. Amendments to Tender

Any changes, additions or deletions in the tender will be available on the website www.mpsedc.com. No written communication will be circulated.

b. Sealing and Marking of Bids

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

The bid will consist of the following:

1. Technical deviations if any, from the terms, conditions and specifications as specified in the bid document.
2. Bid form duly filled in, signed and complete in all respects.
3. The price should be firm, inclusive of all taxes and local levies if any.
4. The rates should be free from all escalation. However, all Tax and duty benefits if applicable should be passed on to us.
5. The inner and outer envelopes shall be addressed to the competent authority at the following address:

Additional Chief General Manager
M.P. STATE ELECTRONICS DEVELOPMENT CORPORATION Ltd.
147, Zone-I, MaharanaPratap Nagar, BHOPAL-462011

6. The inner 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."
7. If the outer envelope is not sealed and marked, the competent authority will assume no responsibility for the bids, misplacement or premature opening.
8. Telex; cable facsimile or fax bids will be rejected.
9. Conditional bids are liable to be rejected.

c. Deadline for Submission of Bid

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.

d. 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.

e. Modifications and Withdrawal of Bid

The bidder may modify or withdraw its bid after bid's submission, provided that written notice of the modification or withdrawal is received by the competent authority prior to the deadline prescribed for submission of bids.

f. Bid Process

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:

Additional Chief General Manager
M.P. STATE ELECTRONICS DEVELOPMENT CORPORATION Ltd.
147, Zone-I, MaharanaPratap Nagar, BHOPAL-462011

Prospective Bidder representatives shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the office the Competent Authority, the bids shall be opened at the specified time and location on the next working day.

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.

g. 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. In case of error in totals and grand total, the sub total 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 commercial bid is as follows:

- The Committee, appointed by the Corporation, 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 Commercial bid will be opened only for the proposals, which are found eligible and technically acceptable by the Committee and approved. On the day specification for the opening of bid, the Committee, appointed by the Corporation, will open the commercial bids of eligible bidders and scrutinize the same minutely.
- The bidder is required to quote for all the items mentioned in price schedule. Therefore any bid, which does not indicate price for all the items, and any item have been left blank, it will be considered that the cost of item has been included in the other items and the total of the price quoted include for all the required

items. In case complete product is left blank it will be considered as non-responsive bid and thus liable for rejection.

- After scrutiny, the Corporation 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 Corporation in this regard shall be final and binding.
- The corporation reserves the right to negotiate the prices with bidder/ bidders.
- The requirement mentioned in the tender document is as per our estimate only however, Corporation reserves the right to increase the trainees or decrease depending on the actual requirement.

h. Rejection of Bids

The Competent Authority reserves the right to reject bids which are non-responsive, including without limitation, bids which contain or involve the following:

- i. Late or incomplete Tenders.
- ii. Failure to confirm to the rules or requirements contained in the Tender.
- iii. Failure to sign the Tender as an authorized representative.
- iv. Proof of collusion among bidders, in which case all Tenders involved in the collusive action will be rejected.
- v. Noncompliance with applicable law, unauthorized additions or deletions, conditional bids, incomplete bids or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
- vi. Any exclusion of requirement within the Tender.

i. Contacting the Competent Authority

No Bidder shall contact the Competent Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

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

j. The Bid Security may 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 Vendor, after accepting the purchase order fails to deliver the material/services as per the order.

k. Bid Price

- i. The bidders shall indicate on the prescribed Price Schedule, the cost of the course as charged to the trainee, the money that would be provided to MPSEDC as a commitment to continued performance.
- ii. A bid submitted with an adjustable price will be treated as non-responsive and rejected.

I. Performance Security:

The Bidder is required to furnish Performance Guarantee worth of 10% of the value calculated as follows: - " $Total\ Number\ of\ Seats\ with\ computers\ X\ total\ number\ of\ shifts\ X\ total\ number\ of\ course\ in\ an\ year\ X\ total\ amount\ charged\ from\ a\ student\ per\ course\ (bid\ amount)$ " the guarantee will be valid for a period of 60 months. Performance Guarantee should be submitted within 15 days of receiving the work order. The Performance Security will be in the form of Bank Guarantee in the format enclosed at Annexure IV

m. Payment

Payment due to MPSEDC shall be paid within ten days of the collection of fee from the student failing which 10% simple interest will be charged for the period of delay.

n. Penalty

The bidder should ensure that at least 60% of the students appeared in the exam for the particular course are able to get successful certification otherwise 5% of the performance bank guarantee will be forfeited. The bidder will have to replenish the Bank Guarantee to the original state.

o. Intellectual Property Rights

No services covered by the contract shall be developed or done by the company in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The company shall indemnify the State Government/Competent Authority from all actions, costs, claims, demands, expenses & liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the company, the State Government/Competent Authority shall be defended in the defense of any proceedings which may be brought in that connection.

p. Subcontracts

The Awarded Company shall not, subcontract the awarded contract or part thereof. Breach of this condition of the tender will result in termination of contract and forfeiture of the Performance Guarantee.

q. Arbitration

- a. The Competent Authority and the Company shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.
- b. In all matters and disputes arising there under, the Principal Secretary/Secretary, Deptt. of IT, GoMP shall be the sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Company and the Competent Authority shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the Competent Authority or the Company to interfere in or prevent normal functioning of the Project.
- c. The place of sitting of the said arbitration shall be at Bhopal and the provisions of the Arbitration and Conciliation Act, 1996 or any Statutory modification of re-enactment

thereof and of the Rules made there under for the time being in force shall apply to such arbitration.

r. Force Majeure

None of the parties shall be liable for any loss incurred due to natural calamities, act of God, War, riot and such other acts which are beyond the control of any of the parties: Provided, however, that at the cessation of the above circumstances, the either party shall give a 15 days' notice in writing to other parity to perform their area of activities.

s. General

- a. Indore Centre premises is owned by MPSEDC hence no Rent payment is required.
- b. Marketing responsibility is to be taken up by the Bidder.
- c. The Bidder has to quote for 3 locations(tenders) separately. But Bid can be awarded to three separate bidders or to single bidder depending on the rates quoted

ANNEXURE-I

SCOPE OF WORK

1. Microsoft Training Centre in Mhow, Indore:

The course on offer will be based on Microsoft ICT Curriculum Roadmap which is enclosed at Annexure-V.

MPSEDC with the help of the grant-in-aid received from the Government of Madhya Pradesh has constructed a building in Mhow, Indore [near the Auto Cluster Training Centre, ITI]. The building has been completed and a copy of the floor area plan is enclosed for reference at Annexure-V. The Corporation proposes to provide 20 computers together with chairs, connectivity [LAN] server for loading Microsoft server side software on an academic version, chairs for the class room together with network connectivity, wash room for gents and ladies, furniture for lounge. The specifications of the hardware and software will be provided to the Bidder on completion of the bidding process. The centre will be exclusively used for certification related to Microsoft.

The Bidder will be required to provide-LCD Projectors 2000 Lumen with remote - 2 nos. Kitchen equipment [Gas connection commercial, stove, cooking utensils, crockery, refrigerator 165 ltrs, water cooler with dispenser, Microwave Oven]. Internet bandwidth initially 2 MbPS later on increase based on requirements. The Bidder will also be required to pay the electricity bill and all other recurring expenditure. Books printed by Microsoft and related to the course for reference. The list of such books together with quantity will be provided during the pre-bid conference. The Bidder will also be required to provide a general certification related book to all the students who are enrolled in the program at no cost to the student. The Bidder will also be required to maintain the facility and perform preventive maintenance in the equipment provided as a part of the facility failing which MPSEDC will maintain the equipment and deduct the cost so incurred from the Performance Bank Guarantee.

Any other infrastructure, material or resources which are not mentioned in the tender but required essential for conducting training, vendor will have to arrange the same.

ANNEXURE II

GENERAL INFORMATION AND EMD DETAILS

1	EMD Details DD No and date: Amount in Rs. Name of the Bank:	
2	Name and Address of the Bidder:	
3	Contacts:	
4	Telephones:	
5	Fax:	
6	E-mail:	
7	Mobile No:	
8	Category of the Bidder (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 Bidder
With stamp and date

ANNEXURE-III

Format for Financial Bid

Financial bid will be based on the following criteria

1. The objective of the project is to provide training to the youth of the State in a cost effective manner and therefore, the State Government has invested in the construction and furnishing of the computer infrastructure. The facility is thus a capital subsidy to the Bidder.
2. The evaluation will hence be on the following parameters:
 - a. The cost of the course per student in Rupee (*Course Fee*) to the applicant (student) this will carry 70 marks out of 100. The bidder quoting the lowest cost will be allotted 100 points which will be reduced to 70 marks. The other bidders quoting higher will be awarded points on the basis of the formula:
Price quoted by the lowest bidder
----- X 100 = Points X70%
Price quoted by the bidder under evaluation
 - b. The amount of money to be given to MPSEDC (*Association Charges*) from the fee collected from the Applicant (Course per student) this will carry 30 marks out of 100. The bidder quoting the highest in this parameter will be allotted 100 points which will be reduced to 30 marks. The other bidders quoting higher will be awarded points on the basis of the formula:
Price quoted by the bidder under evaluation
----- X 100 = Points X30%
Price quoted by the highest bidder
 - c. The bidder will not quote less than 5% of the *Course Fee* as the *Association Charges* otherwise their bids will not be taken into consideration for the purpose of evaluation.
 - d. All prices will be inclusive of taxes and the organisation collecting the money will be liable to pay taxes.
 - e. The prices for both the parties will be fixed for two years after that a committee under the Chairmanship of MD MPSEDC with Additional Chief General Manager MPSEDC and one person nominated from the bidder will decide on the increase in course fee. The increase however will not be more than the increase in the wholesale price index.

Format for Bidding Indore (Mhow)

Course Fee

S.No	Cost of the Course in rupee (Course Fee) per candidate	Remarks

Association Charges

S.No	Amount to be given to MPSEDC (Association Charges) per candidate	Remarks

ANNEXURE –IV

Format of Bid Security

LETTERHEAD OF THE ISSUING BANK

[Scheduled Indian Bank As Issuer]

Dated *[insert date]*

Irrevocable Guarantee No.*[insert]*

To

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----- (Rupees -----) (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 Tender 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) , -----; 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]

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