



**MP State Electronics Development Corporation Ltd.**  
**(A Govt. of M.P. Undertaking)**

Tender Document  
for  
Supply and Distribution of Smart Phones for Higher Education Department  
**Tender No. - MPSEDC/Smart Phone/2016/320 Recall Dt. 20.04.2016**

(Scanned copy of all pages of this document is to be submitted duly signed on each page.)

**M.P. State Electronics Development Corporation Ltd.**  
47-A, Arera Hills, Bhopal-462011 (M.P.) Ph.0755-2518603  
Fax: 0755-2579824

## INVITATION FOR BIDS

Chief General Manager, MPSEDC Ltd., Bhopal invites bids from bidders for Supply and Distribution of Smart Phones for Higher Education Department. Interested bidders may obtain further information from the office of MPSEDC Ltd.; Bhopal. Bids are invited for the work mentioned hereunder:

### BID DATA SHEET

Particular	Details
Name of the Client	Madhya Pradesh State Electronics Development Corporation Ltd. (MPSEDC)
Address and Concerned person for Correspondence	Chief General Manager, MPSEDC, State IT Centre, 47-A, Arera Hills, Bhopal, Madhya Pradesh
Purchase of Tender start date	20.04.2016
Purchase of tender end date and time	24.05.2016 up to 2.00 PM
Venue of Pre-Bid Meeting Date and time	State IT Centre, 47-A, Arera Hills, Bhopal – 462011 . date 10.02.2015 at 11:00 AM
Pre-Bid Meeting	27.04.2016
Bid Submission date	24.05.2016 up to 3.00 PM
Cost of bid document	Rs.10,000.00 + Processing Fees (non-refundable) to be paid online through the e-procurement portal.
EMD / Bid Security Amount	Rs. 20, 00,000/- (Rs Twenty lakh only) to be paid online through e-procurement portal. (Please note that NO Exemption for EMD will be granted)
Date and time for opening of Technical Proposal	24.05.2016 at 4:30 PM
Date and time for opening of Financial Proposal of technical qualified bidder	The date and time would be communicated to the technically qualified bidders
Performance Bank Guarantee	The successful bidder shall be required submit a Performance Bank Guarantee equivalent to 5% of the total work order value, valid for a period of 15 Months extendable up to the validity of the contract period for the satisfactory performance /completion of the complete project (including project period plus three months) in the form of Bank Guarantee with MPSEDC within 15 days of signing of Agreement.
Method of submission of Proposal	Only through e-Procurement portal of MPSEDC (website <a href="http://www.mpeproc.gov.in">www.mpeproc.gov.in</a> )
Validity of Bids	Minimum 180 days from the due date of submission of proposal as mentioned in this TENDER or the subsequent corrigendum (if any)

**Note:**

- Tender document can be viewed/ downloaded from the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in). Tenderer has to submit the document fee, processing fee Online and EMD amount Online.
- Any further corrigendum/ addendum shall be uploaded on the e-procurement portal [www.mpeproc.gov.in](http://www.mpeproc.gov.in) only

## **1. INTRODUCTION OF MPSEDC**

M.P. State Electronics Development Corporation Ltd. is the agency of the state working towards promotion & implementation of IT and e-Governance. It is the single-point of access to any IT business opportunity in Madhya Pradesh and encourages various players in the field of IT to come forward and invest in the state of Madhya Pradesh.

MPSEDC is committed to generate IT business for the public/private sector with a mandate from the Government to develop IT in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses.

MPSEDC has been entrusted the responsibility by Higher Education Department GoMP to procure and distribute the Smart Phones to the students of 1<sup>st</sup> year of Govt. Colleges under Higher Education Department in Madhya Pradesh.

## **2. ELIGIBILITY CRITERIA**

1. The Bidder should be an OEM or authorized Dealer/authorized Distributor of the OEM whose product is being quoted. In case of the authorized Dealer/authorized Distributors separate authorization letter from the OEM is mandatory to quote in the tender.
2. In case of OEM the average annual turnover for the last two years should be Rs. 200 Crores of which at least Rs. 70 Crores should be from Mobile handset business. The bidder should submit audited balance sheet for last 02 years and a Certificate from a Chartered Accountant evidencing turnover of revenue from mobile handset business as required above.
3. In case of the authorized Dealer/Distributor of an OEM (meeting the requirement as per clause 2.2), he should have a minimum average annual turnover of Rs 20 Crore from Sales & Maintenance of mobile phone /IT/ITes services during the last 02 financial years.
4. The bidders should have a sales office in Madhya Pradesh with MP-TIN registered in M.P. Billing to MPSEDC should be done through their M.P. Office only with all tax paid including MP VAT. If the successful bidder does not have an office and MP TIN No in Madhya Pradesh at the time of bidding, then they will have to provide an undertaking that if they are awarded this contract they shall establish an office in Madhya Pradesh within one month of the receipt of Work Order and provide MPSEDC with their MP TIN No.
5. The Bidder should have a minimum of one authorized Service Centre of the OEM in Bhopal, Jabalpur, Indore, Ujjain, Gwalior, Sagar and Rewa and Support Centre in each district headquarters of Madhya Pradesh. If the successful bidder does not have the Service & Support Centres at the time of bidding, then they will have to provide an undertaking that within two month of the receipt of Work Order the Service & Support Centres would be established. For the purpose of this tender document the following shall apply:

### **a. SERVICE CENTRE**

- OEM authorised Service Centres are locations where repair and maintenance work of the Mobile handsets and accessories takes place and are authorised by OEM.

- The Service Centre should have a signboard clearly depicting that it is a service centre of the OEM for which the mobile sets are quoted.
- It should display the certificate of Authorisation issued by the OEM within its premises. The bidder shall also submit a copy of list of authorised service centres along with the certificate of authorisation issued by the OEM for these service centres to MPSEDC.

**b. SUPPORT CENTRE**

- Support Centres are locations where the customers can submit their Mobile handsets for repair and services during the period of warranty and are authorised by the Bidder.
- The Support centre should have signboard clearly depicting that it is a support centre of the OEM for which the mobile sets are quoted.
- It should display the certificate of Authorisation issued by the bidder within its premises. The bidder shall also submit a copy of list of authorised service centres along with the certificate of authorisation issued by the bidder for these service centres.

**3. SCOPE OF WORK**

Following is the scope of work to be performed by the selected vendor:

S. no	Scope of Work	Description of Scope of Work/Deliverables for the Activity
1	General	<ul style="list-style-type: none"> <li>• The selected vendor is required to supply and distribute smartphones to the eligible students as identified by the Higher Education Department, GoMP and provide necessary support for Smart Phones as per specifications.</li> <li>• Provide warranty support for 1 Year for the mobile phones supplied from the date of distribution.</li> <li>• The quoted phone should have been assembled / manufactured by the OEM unit in India only and should not have been manufactured for more than 6 months from the date of work order</li> </ul>

**PROCESS FOR DISTRIBUTION OF SMART PHONE**

- a. The Quantity of Smart Phone in the tender documents is tentative only and may vary as per actual requirement.
- b. The Principal of every college (in which students eligible to receive a mobile phone are present) shall distribute a coupon under his seal and signature in duplicate to every student in his college eligible to receive a mobile phone.
- c. Higher Education Department shall organise camps for distribution of the mobile phones in consultation with the vendor in which all eligible students would be present.
- d. The successful bidder shall distribute the mobile phones with their accessories and warranty cards, in these camps to those students who deliver the coupons after comparing the photographs and details available in the coupon with the person

presenting it. In case of any doubt/dispute it shall be referred to an authorised representative of the college to which the student belongs and on the identification of the student/advice given by the college representative the vendor shall decide to deliver or not to deliver the phone to the student.

- e. The vendor will collect the coupon after signature by the student acknowledging that he has received the phone. While distributing the mobile phone the vendor shall use the phone to capture the photograph of the student, IMEI no of the mobile Phone and other prescribed information through an app and upload it on to a portal/website prescribed by MPSEDC/Higher education department for this purpose.
- f. The app for distribution of smart phone to eligible students if required will have to be developed by the successful bidder. The application developed for this purpose should be pre-loaded onto the Smart phones before distribution. The application should be ROOTED, capable of reading the QR code on the student coupon, uploading the information on the specified server and provide Web-based MIS report not be able to uninstall this software.
- g. The compiled data and coupons with acknowledgement by the students will be submitted along with the bill to MPSEDC Ltd by the vendor.

#### **4. INSTRUCTIONS TO THE BIDDERS**

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the Tender document.

##### **a. AVAILABILITY OF TENDER DOCUMENT**

The Tender document is available and downloadable on following website:

- a) <http://www.mpeproc.gov.in>

Tender Fees (non-transferable & non-refundable) must be paid online at e- procurement portal (<http://www.mpeproc.gov.in>).

##### **b. PREPARATION AND SUBMISSION OF PROPOSAL**

###### **i. Completeness of Bids**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the TENDER document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications. The response to this TENDER should be full and complete in all respects. Failure to furnish the information required by the TENDER documents or submission of a proposal not substantially responsive to the TENDER documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The TENDER Document is not transferable to any other bidder.

###### **ii. Language**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only.

### **iii. Preparation and Submission of Bid**

The bidder is responsible for registration on the e-procurement portal ([www.mpeproc.gov.in](http://www.mpeproc.gov.in)) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684. The Bidder shall submit the proposals online as described below-

- a) Proposal that are incomplete or not in prescribed format may be rejected.
- b) The Technical and Financial proposal should be submitted only through the e- procurement Portal.
- c) Technical Proposal - Scanned copy in PDF file format, signed on each page. The proposal should be as per the Technical Proposal format provided in Annexure I: Technical Proposal Formats
- d) Financial Proposal – should be filled online only. Please note MPSEDC will not issue 'C' form.
- e) Conditional proposals shall not be accepted. If any clarification is required, the same should be obtained before submission of the bids.
- f) Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
- g) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- h) The bid has to be submitted only through online through [www.mpeproc.gov.in](http://www.mpeproc.gov.in) website. No physical submission of bids would be acceptable.

### **iv. Tender Validity**

The TENDER offer must be valid for 180 days from the due date of submission of proposal as mentioned in this TENDER or the subsequent corrigendum (if any). However, MPSEDC in consultation with Concerned Dept. may extend this period, if the bidder accepts the same in writing.

### **v. Cost and Currency**

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

### **vi. Interpretation of the clauses in the Tender Document**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the MPSEDC interpretation of the clauses shall be final and binding on the bidder.

The decision taken by the MPSEDC in the process of Tender evaluation will be full and final.

### **vii. Amendment of Tender Document**

At any time prior to the deadline for submission of bids, MPSEDC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit the e-procurement website for updates, modification and withdrawal of Offers.

#### **viii. Deviations**

The bidder shall not be allowed to make any deviation whatsoever from the terms and condition and technical specifications specified in the TENDER.

#### **ix. Earnest Money Deposit (EMD) / Bid Security**

- a) The Bidder shall furnish a bid security of Rs twenty Lakh only online through e-procurement portal. No exemption whatsoever will be granted for EMD. Proposal without EMD shall be rejected and shall not be considered for further evaluation.
- b) No interest shall be payable on EMD under any circumstances.
- c) Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity or after awarding Tender to successful Bidder.
- d) In case of the successful bidder, the EMD shall be discharged upon signing of agreement and submission of **performance bank guarantee of 5%** of the total work order for a period of 15 Months extendable up to the entire duration of the contract period for the satisfactory performance /completion of the complete project (including project period plus three months) in the form of Bank Guarantee with MPSEDC within 15 days of issue of LOI
- e) The EMD shall be forfeited by MPSEDC, on account of one or more the following reasons-
  - If a bidder withdraws his bid during the period of bid validity
  - If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder)
  - Fails to furnish performance bank guarantee.
  - Information given in the proposal is found inaccurate/incomplete

### **c. BID EVALUATION**

#### **i. Evaluation Methodology**

##### **a. Tender Opening**

- a) Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD/ Bid Security and Tender Fee (Payable Online through the portal) shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
- b) In case of EMD/ Bid Security is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
- c) The EMD/ bid security will be opened at MPSEDC, in the presence of Bidders' representative who may choose to attend the session on the specified date, time and address.

- d) A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, can attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by MPSEDC through [www.mpeproc.gov.in](http://www.mpeproc.gov.in)
- e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f) To assist in the scrutiny, evaluation and comparison of offers, the MPSEDC may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by MPSEDC in the evaluation of the bids.

### **I. Tender Evaluation**

To evaluate the Tender the MPSEDC shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

- a) MPSEDC will evaluate and compare the bids that have been determined to be substantially responsive.
- b) Tender Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
- c) The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal along with Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.

### **II. Failure to Agree with the Terms and Conditions of the TENDER**

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event MPSEDC would reject the proposal and forfeit the EMD as specified in the document.

#### **ii. Technical requirements**

The technical specifications as per Tender are the minimum configuration required. Higher specifications may be considered but no price weightage for higher specifications shall be considered.

**Please Note:**



MPSEDC reserves right to visit (or conduct telephonic verification) bidder's customers where such a similar project execution has taken place.

Bidders who qualify in the technical evaluation i.e. Eligibility criteria & Technical Compliance of products quoted as per required specification shall only be considered for financial evaluation.

### **iii. Inspection**

Purchaser reserves the right to inspect the manufacturer/supplier works prior to supply. The systems supplied shall be inspected by the purchaser.

### **iv. Financial Bid Evaluation**

The financial bids for technically qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified.

### **v. Selection of the Bidder**

- a) The rate quoted per unit (mobile phone) in the financial bid sheet should be **inclusive of all Taxes in M.P.** The technically qualified bidder with lowest bid value inclusive of all taxes in M.P as per 'D' (Cost per mobile phone quoted inclusive of all taxes plus charges towards MP VAT) of the financial bid shall be the successful Lowest Bidder (L1).
- b) The material delivered should be billed from an office in MP and the bidder should have paid MP VAT.
- c) In the event that any successful bidder (L1) withdraws or is not ready for engagement for any reason, MPSEDC may invite the vendor with next lowest rate (L2) for engagement provided L2 bidder is ready to accept the rate quoted by L1 bidder.
- d) L1 bidder will be required to submit Performance Bank Guarantee and sign an agreement within 15 days of the issue of Letter of Intent (LOI).

### **vi. Confidentiality**

- a) Any attempt by a Bidder to influence MPSEDC in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- b) If any Bidder wishes to contact MPSEDC during/after opening of the Bid to award of contract. He may do so in writing.

## **d. TERMS AND CONDITIONS GOVERNING THE CONTRACT**

### **i. Performance Bank Guarantee (PBG)**

- a) The successful bidder shall furnish a Performance Bank Guarantee of 5% of the total work order value, valid for a period of 15 Months extendable up to the validity of the contract period within 15 days of the issue of Letter of Intent (LOI).

### **ii. Taxes and Duties**

The Rates quoted shall be inclusive of all taxes, duties, cess etc. The bidder cannot claim charges over and above the rates quoted per unit of mobile phone as per financial bid towards payment of any tax/cess/duty etc.

**iii. Warranty**

Smart Phone should invariably have a **warranty for a period of one year** from the date of successful distribution including battery.

**iv. Work Order and Distribution Schedule**

The quantity of Smartphone to be supplied will be mentioned in the work order that will be issued by MPSEDC. The successful bidder shall adhere to the following distribution schedule for every work order issued. MPSEDC reserves the right to issue one or more work orders. The first work order shall be issued within one week of the signing of the contract. MPSEDC will strive to issue the work order for the entire quantity within six months of the signing of the contract.

<b>S. No.</b>	<b>Activity</b>	<b>Distribution Schedule (in days)</b>
1	Release of Work Order	T
2	Distribution of 30% of total order quantity of Smart Phones to the students	T + 45
3	Distribution of 30% of total order quantity of Smart Phones to the students	T + 60
4	Distribution of Balance 40% of total order quantity of Smart Phones to the students	T + 75

MPSEDC LTD. reserves the right to extend the Distribution period, in the interest of the project if required.

**v. Transfer / Sub-Contracting**

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of MPSEDC.

**vi. Penalty**

In case of delay in execution of the order, penalty will be imposed @ 1% (one percent) of the price of the smart phone not distributed for every week delay or Part thereof subject to a maximum of 5% (five percent) of order value. In case of continued failure to distribute the Smart Phones beyond five weeks beyond the time period mentioned for distribution of phones as mentioned in the delivery schedule, MPSEDC may take appropriate action which includes cancellation of work order/agreement and forfeiture of the Performance Guarantee.

The vendor will be required to adopt best practices to render repair/support/maintenance services. The vendor shall return the mobile phone after servicing/repair within ten days of submission of the phone in a service/support centre during the warranty period. In case of major defects the vendor shall replace the mobile phone within ten days of submission of the phone in a service/support centre during the warranty period. Failure of the vendor to provide support services as prescribed shall lead to imposition

of a penalty of Rs. 100/- per week of delay subject to maximum of Rs. 1,000/- per mobile phone and limited upto five per cent of the total work order value. In case of continued failure to provide service support/repair/maintenance/warranty support, MPSEDC may take appropriate action, which may include cancellation of work order/agreement and forfeiture of the Performance Guarantee.

**vii. Warranty support requirement**

Successful bidder will ensure the distribution in time & ensure warranty support for the mobile phones and their accessories for a period of 1 yr from the date of distribution.

**viii. Payment**

Payment of 95% of the value of the mobile phones delivered to the students shall be released after successful distribution of the Phones to the Beneficiaries as per the Distribution schedule.

Balance 5% payment will be released after the receipt of the hard copy of the receipt vouchers with challan evidencing distribution to the eligible students.

**ix. Corrupt / Fraudulent Practices**

The Purchaser requires that the Bidders under this Tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution;
- b) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- c) "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- d) The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

**x. Resolution of Disputes**

MPSEDC and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved, shall

be settled through a process of arbitration as defined the provisions of the *Madhya Pradesh Madhyastam Adhikaran Adhiniyam, 1983* and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. The Arbitration proceedings will be held at Bhopal, Madhya Pradesh, India.

**xi. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Courts at Bhopal only.

**xii. Indemnity**

The successful bidders/Successful Bidder shall indemnify, protect and save MPSEDC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this Tender.

The supplier will be required to comply with the IP related laws of land. Any liability that may arise due to the materials/goods supplied not complying with the legal requirements will be the responsibility of the successful bidder. MPSEDC shall not be held responsible for any Liability that may arise due to non-conformity to the Legal requirements.

**xiii. Publicity**

Any publicity by the bidder in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the MPSEDC.

**xiv. Force Majeure**

- The successful Bidder shall not be liable for forfeiture of its Performance bank guarantee, Liquidated Damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the
- Bidder and not involving the Bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, Act of God, acts of Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Bidder shall promptly notify the Managing Director of MPSEDC in writing of such condition and the cause thereof. Unless otherwise directed by the authorized representative of MPSEDC in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**xv. Right to terminate the process**

MPSEDC, reserves the right to accept or reject any Tender offer, and to annul the Tendering process and reject all Tenders at any time prior to award of contract, without thereby incurring any liability to the affected vendor(s) or

any obligation to inform the affected vendor(s) of the grounds for such action.

MPSEDC makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this TENDER does not constitute an offer by MPSEDC. The bidder's participation in this process may result in MPSEDC selecting the bidder to engage in further discussions.

**xvi. Limitation of Liability**

The maximum aggregate liability of successful bidder shall not exceed the order value.

## **Technical Specifications**

Note: Bidder has to provide the Smart Phones as per the specifications given below:

S. No.	Minimum required specifications of Smart Phone	Complied (Yes/No)
1	Capacitive touch Screen Size - 4 Inch (Minimum)	
2	Dual core or above, Processor Speed - 1 Ghz or above, RAM - 512 MB or above	
3	Any Latest version OS such as - Android/ Windows etc which has not been notified for 'end of life'	
4	Color - QVGA 240 x 320/256 K	
5	Internal Memory - 4 GB or more Expandable - up to 8 GB or more	
6	Dual SIMs are permitted but One SIM should be GSM	
7	Back Camera - 2 MP with Flash and Front Camera with 0.3 MP	
8	Wi-Fi, Bluetooth enabled, USB connectivity required	
9	3G or higher Compatible	
10	Battery - Minimum 1200 mAh	
11	Accessories - Mobile Charger	
	Headphone	
	Data Cable	
	Warranty - One Year including Battery	
13	BIS Certification is mandatory for the OEM manufacturing / assembly unit in India for the model quoted and vendor may submit RoHS or CE Certificate as per Govt. of India Regulation Standards.	

[Authorized Signatory]  
 [Designation]  
 [Place]  
 [Date and Time]  
 [Seal]  
 [Business Address]

## FINANCIAL BID

### Financial Bid for Supply of Smart Phones for Higher Education Department (Tender No. - MPSEDC/Smart Phone/2016/320 Dated: 20.04.2016)

MP State Electronics Development Corporation Ltd							
Tender No. - MPSEDC/Smart Phone/2016/320 Dated: 20.04.2016 due date 24.05.2016							
Name of Bidder:							
Make of the Smartphone Quoted							
Model of the Smartphone Quoted							
S.No.	Particulars	Unit	Qty. in number	Unit Rate (inclusive of all other taxes in MP excluding VAT) Rs.	Applicable MP VAT Rs.	Rate (Inclusive of all taxes including MP VAT) Rs.	Total Amount Rs.
			(A)	(B)	(C)	(D) = (B) + (C)	(E) = (A) * (D)
1	2	3	4	5	6	7	8
1	Smart Phone as per technical specification	No	375000 Approx.				
Total Amount in Words:							
<b>Terms: &amp; conditions</b> <ol style="list-style-type: none"><li>1. <b>The unit Rates are inclusive of all other Taxes in M.P. but excluding VAT to be quoted in column no 5. MP VAT as per applicable rates is to be quoted separately in column no 6.</b></li><li>2. <b>The technically qualified bidder with Lowest rate quoted for 'D' in column no 7 of the Table above may be considered as be the successful bidder</b></li><li>3. <b>Price shall remain fixed for the entire contact period.</b></li><li>4. <b>MPSEDC will not issue 'C' form.</b></li><li>5. <b>The Smart Phones quoted are warranted for 1 year including Battery from the date of distribution</b></li><li>6. <b>We agree to all other terms and conditions of the tender.</b></li></ol>							

**Note**

1. **The quantity of Smart Phones may be changed as per requirement. Payment shall be made as per actual quantity Distributed.**

Yours Faithfully

DATE  
[Place]

[Seal & Sign]  
  
(Authorized Signatory)  
[Designation]

**TECHNICAL PROPOSAL FORMATS**

**Covering letter Technical Proposal (on the letterhead of the company)**

To,

dated-----

**Chief General Manager,**  
MPSEDC, State IT Centre,  
Arera Hills, Bhopal

**Sub:** Submission of Technical Proposal

**Ref:** Tender for Supply of Smart Phones for Higher Education Department (Tender No: **MPSEDC/Smart Phone/2016/320** Dated: **20.04.2016**)

Dear Sir,

Having examined the TENDER document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and distribute and maintain the smart phones, as required and outlined in the TENDER. We attach hereto our responses to Technical requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPSEDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the TENDER document.

We hereby confirm that:

1. We have deposited Earnest Money of Rs. 10,00,000/- (Rupees Ten lakh only) online.
2. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
3. The quoted rates are valid till the completion of the order but not less than 180 days.
4. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy.
5. We agree that you are not bound to accept any Tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the Tender response.
6. We understand that the Bidder should have a minimum of one authorized Service Centre of the OEM in Bhopal, Jabalpur, Indore, Ujjain, Gwalior, Sagar and Rewa and Support Centre in each district headquarters of Madhya Pradesh. If we do not have the Service & Support Centres at the time of bidding in any of the above locations, then we undertake and agree that within two month of the receipt of Work Order the Service & Support Centres would be established as per the requirement of the tender
7. We hereby declare that our Company / Firm is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal & Sign]  
[Business Address]



Following are the particulars of our organization:

#	Description	Details (To be filled by the bidder)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Address of office of the company/dealer in Madhya Pradesh	
9.	Name of Registration Authority	
10.	Registration Number and Year of Registration	
11.	Quality Certificates (ISO 9001:2008) and its validity, if any	
12.	CST registration No.	
13.	VAT registration No.	
14.	MP TIN registration No.	
15.	Service Tax Registration No.	
16.	Permanent Account Number (PAN)	
17.	Yearly Turnover of the Last 2 years 2013-2014 2014-2015	
18.	Name & address of the Banker	
19.	List of Major Clients and the size of orders	
20.	List of OEM Service Centres in Bhopal, Jabalpur, Indore, Ujjain, Gwalior, Sagar & Rewa	As per Annexure IV
21.	List of support centres in Madhya Pradesh	As per Annexure V
22.	Valid BIS certificate for the smart phone quoted should be enclosed	REG No -----dated ----- VALID UP TO -----
23.	Whether Smartphone quoted has CE MARKING?  <i>(CE marking indicates that the manufacturer has met the minimum legal requirements for their products in regard to health and safety hence pl give details about CE MARKING for the product quoted)</i>	Yes/no

Note: Separate sheets may be attached wherever necessary

[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal & Sign]  
[Business Address]

**Contact Details of officials for future correspondence regarding the bid process:**

<b>Details</b>	<b>Authorised Signatory</b>	<b>Secondary Contact</b>
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully  
[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal & Sign]  
[Business Address]

**FORMAT FOR PRE-BID QUERIES**

To,

Chief General Manager,  
MPSEDC, State IT Centre,  
Arera Hills, Bhopal

**Sub:** Submission of Queries

**Ref:** Tender for Supply of Smart Phones for Higher Education Department (Tender No: **MPSEDC/Smart Phone/2016/320** Dated: **20.04.2016**)

Dear Sir,

We have gone through the bid document and have following queries:-

<b>S. No.</b>	<b>Clause No in TENDER</b>	<b>Page Number</b>	<b>Query</b>

Request your kind response of the same.

Yours Faithfully

[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal]  
[Business Address]

**MANUFACTURERS AUTHORIZATION FORM**

**Ref No:** .....

**Dated:** .....

To,

Chief General Manager  
M.P. State Electronics Dev. Corp. Ltd.  
State IT Centre, 47-A, Arera hills, Bhopal

Tender No: **MPSEDC/Smart Phone/2016/320** Due Date: 24.05.2016

Dear Sir,

We \_\_\_\_\_ who are established and reputed  
Manufacturers of \_\_\_\_\_ having factories at

\_\_\_\_ (Address of the factory) do hereby authorize M/s \_\_\_\_\_ (Name &  
Address of agent) to submit a bid, and subsequently negotiate and sign the contract with you  
against the above tender.

We hereby extend our full guarantee, warranty and support and also in meeting warranty  
obligations by providing necessary spares in time for the goods & services offered by the above  
firm against this tender, as per standard as well as MPSEDC warranty terms.

Yours faithfully

(Name)  
(Name of the manufacturer)

Note: This letter of authority should be on the letter head of the manufacturer and should be  
signed by a person competent and having a power of attorney to bind the manufacturer. The  
bidder in its bid should include it.

**FORMAT FOR PROVIDING OEM SERVICE CENTRE INFORMATION & UNDERTAKING**

To,

Chief General Manager  
M.P. State Electronics Dev. Corp. Ltd.  
State IT Centre, 47-A, Arera hills, Bhopal

Tender No: **MPSEDC/Smart Phone/2016/320** Due Date: 24.05.2016

We understand that the Bidder should have a minimum of one authorized Service Centre of the OEM in Bhopal, Jabalpur, Indore, Ujjain, Gwalior, Sagar and Rewa district headquarters in Madhya Pradesh. We give below the details of authorized Service Centre of the OEM

S. No.	Location	Name of OEM Service Centre	Address of OEM Service Centre	Contact Person	Contact No.
1	Bhopal				
2	Jabalpur				
3	Indore				
4	Ujjain				
5	Gwalior				
6	Sagar				
7	Rewa				

We do not have the authorized Service Centre of the OEM at the time of bidding in following locations:

S. No.	Location	Name of OEM Service Centre	Address of OEM Service Centre	Contact Person	Contact No.
1					
2					

We undertake and agree that within two month of the receipt of Work Order the authorized Service Centre of the OEM would be established as per the requirement of the tender

We undertake and agree that Failure to agree with the Terms & Conditions of the TENDER / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event MPSEDC would reject the proposal and forfeit the EMD/ Performance Bank Guarantee as specified in the tender document.

Yours Faithfully

[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal]  
[Business Address]

**FORMAT FOR PROVIDING AFTER SALES SUPPORT CENTRE INFORMATION & UNDERTAKING**

To,

Chief General Manager  
M.P. State Electronics Dev. Corp. Ltd.  
State IT Centre, 47-A, Arera hills, Bhopal

Tender No: **MPSEDC/Smart Phone/2016/320** Due Date: 24.05.2016

We understand that the Bidder should have a minimum of one authorized Support Centre in each district headquarters of Madhya Pradesh. We give below the details of our authorized Service Centre at District headquarters in Madhya Pradesh:-

District name .	Name of the SUPPORT Centre	Address of SUPPORT Centre	Contact Person	Contact No.

We do not have our authorized Service Centre at the time of bidding in following locations:

District name	Name of the SUPPORT Centre	Address of SUPPORT Centre	Contact Person	Contact No.

We undertake and agree that within two month of the receipt of Work Order our authorized Service Centre would be established as per the requirement of the tender.

We further undertake and agree that Failure to agree with the Terms & Conditions of the TENDER / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event MPSEDC would reject the proposal and forfeit the EMD/Performance Bank Guarantee as specified in the tender document.

Yours Faithfully

[Authorized Signatory]  
[Designation]  
[Place]  
[Date and Time]  
[Seal]  
[Business Address]