

Date Extended

Tender Number: 2051/MPT

Tender for supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC

SI No	Event Description	Estimated Date/Time
1	Issue of Bid Documents	22/03/2018 at 11:00 am
2	Pre Bid meeting	28/03/2018 at 11:00 pm
3	Online Tender Purchase Last Date	27/04/2018 at 10:00 am
4	Online Bid submission Last Date (EMD, Technical Bid, Financial Bid)	27/04/2018 at 11:00 am
5	Opening date of Proposals	27/04/2018 at 11:30 am
6	Date of presentation	Will be informed to successful bidders
7	Opening of Financial Bids	Will be informed to successful bidders



Tender

Madhya Pradesh State Tourism Development Corporation
Corporate Identification Number (CIN) – U63040MP1978SGC001445
Registered Office: Paryatan Bhavan, Bhad Bhada Road, Bhopal 462003
Tel.: 0755-5027185, Fax: 0755-2775434/2774289

Website: www.mpstdc.com

Email: menon@mpstdc.com

NIT No.: 2051/MPT and System No.

21th March, 2018

**“Tender for supply, Installation, commissioning & Integration of goods/equipment/services for
Wi-Fi Network at all units of Indore Region, MPSTDC”**

MPSTDC invites offers from Agency for **supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC**. The detailed terms & conditions can be downloaded from website www.mpstdc.com/www.mpeproc.gov.in. For any technical issues contact: Toll free number - 18002588684. For further information contact at 9425605958 or email – menon@mpstdc.com. Last date and Time for on line submission is 06th April 2018 **11:00 hrs**.

Managing Director

“Tender for supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC”



Madhya Pradesh State Tourism Development

Corporation Bhopal, India

DATA SHEET

1.	Name of the Authority: Managing Director, MP State Tourism Development Corporation Limited, Bhopal
2.	A Pre-Bid Conference will be held: Yes Date: 27 March 2018 Time: 11:00 am <i>Venue:</i> M.P.State Tourism Development Corporation Limited, Paryatan Bhawan, Bhadbhada Road, BHOPAL - 462003.
3.	Proposal should remain valid for 180 days from the proposal due date
4.	The Agency/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm:
5.	The Agency/Firm must submit: i. Technical Proposal (To be submitted Online any) ii. Financial Proposal (To be submitted Online Only)
6.	The Agency/Firms are required to submit Technical Proposal Online . The Bidders shall have to submit their Bids online and upload the relevant documents from as per time schedule (key Dates). All documents / certificates required to be submitted online in Envelope 'A'.
7.	Cost of TENDER document Rs.2000.00 (Rs. Two Thousands only) + GST @ 18% = 2000+360= 2360/- to be paid Online Only through www.mpeproc.gov.in .

8.	The Amount for EMD : Rs. 1,00,000.00 only (Rupees One Lacs only)
9	An Earnest Money Deposit (EMD) must be submitted Online Only through www.mpeproc.gov.in
10.	EMD will be returned not later than 120 days from bid Due Date. The EMD shall be returned upon completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected.
11.	All correspondence shall be addressed to : Managing Director, M.P.State Tourism Development Corporation Limited, Paryatan Bhawan, Bhadbhada Road, BHOPAL - 462003 Tele : 0755-4027185 Fax :0755-2775434/2774289 Website : www.mpstdc.com E-mail : menon@mpstdc.com .
12.	Date for opening of Technical Proposal on 06 April 2018
13	Date of opening of financial Proposal: To be informed

Disclaimer

The information contained in this Request for Proposals document (“**TENDER**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the MPSTDC or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER includes statements, which reflect various assumptions and assessments arrived at by the MPSTDC in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This TENDER may not be appropriate for all persons, and it is not possible for the MPSTDC its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MPSTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The MPSTDC its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

The MPSTDC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this TENDER.

The MPSTDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.

The issue of this TENDER does not imply that the MPSTDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the MPSTDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MPSTDC or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the MPSTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1.0 INTRODUCTION & BACKGROUND

1.1 INTRODUCTION

Madhya Pradesh can easily be described as the best state of the nation, in terms of richness and diversity of tourism destinations. The state has three world heritage sites namely Sanchi, Bhimbetka and Khajuraho. Madhya Pradesh is not called the 'heart of India' only because of its location in the centre of country.

Madhya Pradesh State Tourism Development Corporation Limited also referred to as the “MPSTDC” is a nodal agency under Department of Tourism, Government of Madhya Pradesh (“DoT”) with a mandate to develop tourism infrastructure in the State of Madhya Pradesh. MPSTDC is also operating various hotels and tourist complexes in the State for providing boarding & lodging facilities to the tourists.

1.2 OBJECTIVE

Madhya Pradesh State Tourism Development Corporation invites the tender supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC for a period of five year from the date of successful installation.

1.3 Scope of work and terms & condition.

1. It is planned to setup wireless network for entire area Hotel lobby, restaurant, rooms and common area, which should be seamlessly integrated with the existing wireless and wired network of the hotel. Region wise Setup is required at all the locations as indicated in the **Annexure-5** .
2. Up-gradation of existing wireless network to configure the existing access points of a hotel as one SSID (if required) for a seamless wireless network.
3. Wireless equipment with accessories and cabling on turnkey basis which includes Supply, Installation & Commissioning of latest equipment as per the specifications provided in this tender document
4. The access point/network modules should support all application software, system software and network protocols.
5. Operation and Maintenance for a period of 5 years from the date of commissioning.
6. Guests in these hotels have been facing connectivity issues related to internet access and upgraded equipment should enhance connectivity to the entire hotel guest. The network needs to provide full coverage in areas from where users will access the network i.e. in rooms, balcony etc.
7. Apart from above Setup of Wi-Fi network in specified locations, wireless controller as per specification in **Annexure 5** to be supplied, installed and commissioned .This controller should be capable of managing number of guests(as mentioned in **Annexure-5**) at minimum level and should be scalable. Solution should be based on Centralized WLAN controller, single point management for configurations for WLAN/Wired LAN, Security, Access.
8. If required, the bidder will do a proof of concept to show its features and deliverables.

9. The successful bidder will have to integrate the guest database with venue of guest, mobile no, email id, check in and check out details for guest to known secure login.
10. The successful bidder's cloud platform should have SMS gateway integrated for online OTP delivery through SMS .
11. The bidder must do a site survey to access the optimum number of access points to be deployed including the existing access points which have to be integrated and on the basis of Site survey must quote the no of access points .The Financial proposal is based on the number of new access points deployed.
12. Bidders are requested to do a detailed site survey before giving financial bid. For site survey, vendor may contact respective Hotel Managers and understand the exact requirements.
13. Bidder will provide a complete turnkey solution including all works like, laying of cable wherever required, civil work, if any etc.
14. Commissioning of equipment and network integration with existing hotel network will also be the responsibility of the vendor.
15. Wireless equipments shall be long range access (indoor) points and other equipments required shall be optimized for cost and efficiency for Seamless connectivity throughout the hotel for mobile users with laptops / PDA's.

Coverage & Availability

1. No black hole/ low signal within zone, there should not be any information access/communication black hole. The WLAN should be designed in such a way that there is no or minimum interference between the wireless devices i.e. AP or any other wireless
2. The WLAN should allow roaming across all the locations.
3. Secure, user authenticated access, login, password, and usage logs etc., to be provided by the vendor in coordination with IT wing. There should be option for centralized/uniform/universal access for access/login in all wireless/wired LAN of hotel.
4. MPSTDC would give preference to a more reliable & secure solution. Vendor should clearly submit a detailed methodology to carry out the required work. Vendor should follow standard procedures for all the project activities i.e. all the cables should be of latest industry standard and should be laid within conduits as per the latest standard laying procedure.
5. The complete project should be executed within 2 (two) months from the date of supply order.
6. Vendor should submit the project plan in the technical bid.
7. The new setup should be seamlessly integrated with existing network
8. Design of the Wireless Network in its deployment should adhere to Governments norms defined and should comply with all its security measure.
9. All the active wireless devices should be of the same manufacturer . All Switches should be from Single OEM. All passive components should be from single OEM.
10. The offered products in the Wi-Fi solution against the supply order shall be the latest version and should be under support for next 5 years. However, if

any product, which is declared end of life product by the OEM during the supply period of material, the bidder should supply replaced model or next higher model/version of the product.

11. The quantities for the active and passive components will vary based on the site survey of the vendor and will have direct bearing on the financial proposal of the bidder. The bidder may quote and include in their bill of quantities any components, which they deem are necessary for successful implementation of the project
12. Any Complaint/breakdown call reported should be attended the same day within 2 hours by the 1st level local resident engineers. Further any complaint/breakdown call requiring repair/replacement/ stand by equipments/2nd level support are to be rectified with 4 hours if reported before 6.00 pm and if reported after 6.00 pm shall be attended by 11.00 AM next day.
13. The Simple operational difficulties etc., to be attended and sorted out within 2 hours of the complaint. The vendor will maintain a complaint register with cell phone for complaints and all the calls for the complaints to be registered and a complaint no. to be given to the user for further reference.
14. The Bidder should have enough spare parts and backup of configurations and setup etc., to provide standby in case of any repair in the equipments, cables, software etc., and the repair/replacement of the original equipment should be done within 24 hours.

1.4 Penalty Clause

1.4.1 If the bidder fails to deliver and install the requisite hardware and software within stipulated delivery period, then a sum equivalent to one percent (1%) of the total contract value shall be deducted from the payment for each calendar day of delay or part thereof.

1.4.2 Delay in excess of 10 days will be sufficient to cause for termination of the contract. In that case, the Performance Bank Guarantee of the bidder will be invoked.

1.4.3 In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which MPSTDC has to pay to the next or other selected bidder for purchase of the said items.

1.5 Warranty

1.5.1 Comprehensive onsite OEM warranty for 5 years from the date of installation of supplied materials including all peripherals and networking components. Please mention clearly, the parts which are not covered under warranty separately on OEM's letter head.

1.5.2 If any equipment gives continuous trouble, say six times in one month during the warranty period, the bidder shall replace the equipment with the new one without any additional cost to the purchaser.

1.5.3 Maintenance Service

1.5.3.1 The Bidder shall provide free maintenance services during the period of warranty for 5 years from the date of successful installation of all the equipments.

1.5.3.2 The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements/Purchase order(s) (i.e. time required for bidder's maintenance engineer to report at the installation after a request call/Fax/e-mail is made or letter is written) shall not generally exceed 24 hours.

1.5.4 During warranty period, if the complaint is not attended within 24 hours, a penalty of Rs. 500.00 per day for server or Network Operating System per day shall be charged. The amount of penalty will be recovered from the performance bank guarantee during warranty period.

1.5.5 It is expected that the average downtime of the supplied equipments will be less than half the maximum downtime. In case, an item is not usable beyond the stipulated maximum downtime, the bidder will be required to arrange for an immediate replacement of the same till it is repaired/replaced by OEM. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 500.00 per day for equipment. The amount of penalty will be recovered from the performance bank guarantee during warranty period.

1.5.6 The Bidder/System Integrator will be required to co-ordinate with the vendor and/or carry out liaison with other service provider to achieve the end-to-end connectivity. This also includes Server(s), Desktop(s) and Laptop(s) configuration with respect to LAN/WAN technologies implementation.

1.6 Terms of Payment:

Payment for Goods and Services shall be made by MPSTDC in Indian Rupees as follows:

1.6.1 No advance payment shall be made.

1.6.2 90% payment after successful delivery, inspection and installation, commissioning and FAT of the ordered goods. The inspection will be done in a manner and by the Agency/person as decided by MPSTDC.

1.6.3 Remaining 10% payment will be made after 30 days of successful installation and smooth operation of the ordered goods.

1.1. Schedule of Bidding Process

MPSTDC shall endeavor to adhere to the following bidding schedule:

SI No	Event Description	Estimated Date/Time
1	Issue of Bid Documents	23/03/2018 at 11:00 am
2	Pre Bid meeting	28/03/2018 at 11:00 pm
3	Online Tender Purchase Last Date	06/04/2018 at 10:00 am
4	Online Bid submission Last Date (EMD, Technical Bid, Financial Bid)	06/04/2018 at 11:00 am
5	Opening date of Proposals	06/04/2018 at 11:30 am
6	Date of presentation	Will be informed to successful bidders
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2. Eligibility Criteria

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the MPSTDC, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. Joint Ventures/ Consortiums are not allowed.

The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

- 2.2.1 The Bidder should be a company/ partnership firm /proprietor. Incorporation/registration certificate should be furnished as documentary proof..
- 2.2.2 The Bidder should have been in existence for a period of at least 3 years as on 31st March, 2017.
- 2.2.3 The Agency should have average annual turnover of **Rs. 01.00 Crore (Chartered Accountant certificate required) of past 3 years i.e. 2014-15, 2015-16 & 2016-17.**
- 2.2.4 The bidder should be authorised vendor of international service provider (ISP).
- 2.2.5 The bidder should have supplied and implemented at least one project of LAN/WAN/WLAN of Rs. 05.00 lakh in last three years.
- 2.2.6 The vendor/bidder must be reputed manufacturer or his authorized representative of the type of solution/products/equipments offered. In case of representative, the authorization letter from the manufacturer/distributor must be submitted. No piece-meal solutions shall be accepted; single vendor should submit complete solution.
- 2.2.7 The bidder should have implemented similar solution (Secure Wifi setup with controller & LAN Components) deployed in India in last three years. Minimum three such supply orders to be enclosed in technical bid.
- 2.2.8 The bidder should not have been blacklisted/debarred by any government authority in India.

Note :- the following documents must be submitted along with Annexure 1 to 5 and No more documents would be accepted .

- 1. Attach relevant document proof as per point no 2.2.1 to 2.2.8.**
- 2. Registration or incorporation certificate of bidder.**
- 3. Photocopy of PAN card.**
- 4. The EMD in the form online Receipt.**
- 5. The Tender Fee in the form online Receipt.**
- 6. GST registration certificate .**

Note: - Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this TENDER. The bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria.

Minimum Technical specifications For WiFi Access Point

1	Access Point should be dual band concurrent operation (2.4 Ghz and 5.8 Ghz)
2	Access Points proposed must be 802.11ac, Wave 2 compliant, include radios for both 2.4 GHz and 5 GHz.
3	Must support a variety of antenna options. (Omni and directional)/integrated antenna.
4	Must have -90 dB or better Receiver Sensitivity.
5	Must support minimum 2X2 multiple-input multiple-output (MIMO) with two spatial streams, The AP should support working in both 2.4G & 5G.
6	Must support 802.11ac, Wave 2 and backward compatible with 802.11n standards
7	Must support data rates up to 1.1 Gbps rate
8	Must support 80 MHz wide channels in 5 GHz.
9	Must support WAP enforced load-balance between 2.4Ghz and 5Ghz band.
10	The access point must operate as per EIRP Field deployment shall be with EIRP as per regulatory guidelines
11	Support Encrypted and authenticated connectivity between all backhaul components
12	Access point should have one 10/100/1000BASE-T Ethernet autosensing (RJ-45) with Additional SFP/SFP+ fibre port for direct fibre termination for long distance wired connections. Every Access Point has to include power injector solution of the required capacity as an accessory to be supplied.
13	Should have mechanism for surge protection preferred to have in built solution
14	Should have dedicated console port (RJ-45) for local troubleshooting
15	Wireless AP should support beam forming technology
16	Wireless AP Should able to detect and classify non-Wi-Fi wireless transmissions.
17	Must incorporate radio resource management for power, channel, coverage hole detection and performance optimization
18	Access point shall support powering from any of the POE/PoE+/uPoE source as per Device requirement
19	Access point shall support pole, wall and Cable strand mounting options.
20	The Access point shall be IP67
21	The Access point shall support operating temperature of -40 to 65°C
22	Wi-Fi Alliance Certification for WMM and WMM power save
23	Must support QoS and Video Call Admission Control/Equivalent capabilities.
24	Must support 16 WLANs per AP for BSSID deployment flexibility.
25	Must support telnet and SSH login to APs directly for troubleshooting flexibility.
26	Equipment should ETA certified, WiFi alliance certified (certification copy required)

3. Technical Evaluation Criterion

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations. Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified bidders as per the following criteria. Bidders who score 70 or above shall only be considered for financial bid opening and evaluation.

SNO	Criteria	Documentary Evidence	Marks	Max. marks
1	The OEM's presence in domestic market	Certificate, and Auditors Report	>10 Years = 10 Up to 10 Years = 5	10
2	The OEM should be listed in latest Gartner Magic Quadrant for WLAN	Latest Report	Leadership = 15 Marks Challenger = 10 marks Visionary = 5 marks	15
3	The OEM should have experience in implementation of large scale Public Wi-Fi projects	Work Order/ Client Letter/ Job Completion certificate	>100 Hotspots = 15 Marks 50-100 Hotspots =	15

			10 Marks <50 Hotspots = 5 Marks	
4	Approach, Methodology and understanding of the project		Max marks = 30	30
5	Technical Presentation	Technical Presentation	Max marks = 20	20
6	All Networking equipment supplied should be from same OEM	Technical Specs	Same OEM = 10 Different OEM = 5	10
	Total			100

4. Evaluation of Commercial Bid

In the second stage, the financial evaluation will be carried out as per the eligible bid which have qualified technically. Each Financial Proposal will be assigned a financial score (SF) as specified in below.

For financial evaluation, the total cost indicated in the Financial Proposal as specified in Annexure - VIII, will be considered.

The MPSTDC will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the scope of work within the total quoted price shall be that of the Service Provider. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

5. Combined and Final Evaluation

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be **0.70 and 0.30** respectively.

The Selected Service Provider shall be the first ranked Service Provider (having the highest combined score). The second ranked Service Provider shall be kept in reserve and may be invited for negotiations in case the first ranked Service Provider withdraws, or fails to comply with the requirements specified in the TENDER as the case may be.

11. Instruction to Service Providers

General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Service Provider must form their own

Conclusions about the consulting services required. Service Provider and recipients of this TENDER May wish to consult their own legal advisers in relation to this TENDER.

- All information supplied by Service Provider may be treated as contractually binding on the Service Provider, on successful award of the assignment by the MPSTDC on the basis of this TENDER.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the MPSTDC. Any notification of preferred bidder status by the MPSTDC shall not give rise to any enforceable rights by the Service Provider. The MPSTDC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the MPSTDC.
- MPSTDC reserves the right to revise the timelines for submission of bid or issue any clarification/corrigendum as deemed necessary
- Service Provider is required to adhere to the conditions mentioned in TENDER.

12. Compliant Tenders / Completeness of Response

Service Providers are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding of its implications

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Service Provider must:

- Comply with all requirements as set out within this TENDER.
- Include all supporting documentations specified in this TENDER
- Key Requirement of the Bid

13. Right to Terminate the Process

MPSTDC may terminate the TENDER process at any time and without assigning any reason. MPSTDC make no commitments, express or implied, that this process will result in a business transaction with anyone.

This TENDER does not constitute an offer by MPSTDC, the bidder's participation in this process may result MPSTDC selecting the bidder to engage towards execution of the contract.

14. Tender Fees and Earnest money Deposit

14.1 Tender documents can be downloaded from website www.mpeproc.gov.in . However, the tender document of those bidder shall be acceptable who have made online payment for the tender documents fee of Rs. 2000/- + processing fee as applicable (non-refundable) to be paid online through the eProcurement portal (website www.mpeproc.gov.in), without which bids will not be accepted.

Service and gateway charges shall be borne by the bidders.

14.2 Earnest Money Deposit

- 14.2.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 1,00,000/- (Rupees One Lakh only) to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date, except in case of the 2 Lowest-ranked bidders. The selected bidder's EMD shall be returned upon completion of the proposed assignment.
- 14.2.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 14.2.3 The EMD of unsuccessful Bidders will be returned promptly without any interest.
- 14.2.4 The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this TENDER and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
 - c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - i) To sign and return the duplicate copy of LOI;
 - ii) To furnish the required Performance Security within the period prescribed there;
 - iii) Sign the Agreement.
 - e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this TENDER.

15. Preparation and Submission of Proposal

15.1 Submission of Responses

The Service Provider shall submit their Proposals electronically on the portal: www.mpeproc.gov.in. For participation in e-tendering, it is mandatory for prospective bidders to get registered on website www.mpeproc.gov.in. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.

15.2 Proposal Preparation Costs

The Service Provider shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by MPSTDC to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. MPSTDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

15.3 Language

The Proposal should be filled by the Service Provider in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English

language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

15.4 Evaluation Process

MPSTDC will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the MPSTDC shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the Proposal Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criteria and requirements specified in his TENDER.

16. Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

17. Non Responsive Proposal

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, If Proposals;

- Are not submitted in as specified in the TENDER document.
- Received without the Letter of Authorization (Power of Attorney).
- Are found with suppression of details.
- With incomplete information, subjective, conditional offers and partial offers submitted.
- Submitted without the documents requested in the checklist.
- Have non-compliance of any of the clauses stipulated in the TENDER.
- With lesser validity period.

All responsive Bids will be considered for further processing as below-

Proposal evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.

18. Modification and withdrawal of Bids

The Service Provider is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the MPSTDC.

Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

19. Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Service Provider shall use the form to provide relevant information. If the form does not provide space for any required

information, space at the end of the form or additional sheets shall be used to convey the required information.

For all other cases, the Service Provider shall design a form to hold the required information.

MPSTDC shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

20. Contacting the MPSTDC

Any effort by a Service Provider to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

Service Provider shall not approach MPSTDC officers after office hours and/or outside MPSTDC office premises, from the time of the proposal opening till the time the Contract is awarded.

Contact Person Name: P Satish Menon Head (IT & Analytics)

Email id- menon@mpstdc.com

Contact Person Mobile Number: 9425605958

21. Opening of Proposal

An online opening of the Technical Proposals will be conducted as followed. The procedure for online opening of Technical Proposals can be seen at www.mpeproc.gov.in

Sequence of online Bid is as follows:

- Technical
- Financial
- Deciding Award of Contract

The MPSTDC reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Service Provider on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Service Provider shall furnish the required information to MPSTDC and its appointed representative on the date asked for, at no cost to the MPSTDC. The MPSTDC may at its discretion, visit the office of the Service Provider any-time before the signing of Agreement.

MPSTDC shall inform those Service Provider whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. MPSTDC shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.

The Service Provider's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering MPSTDC may consider appropriate, will be announced and recorded by the MPSTDC at the opening of bid.

MPSTDC shall inform those Service Providers whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven days from the issue of LoA by MPSTDC.

After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with MPSTDC.

22. Execution of Agreement

After acknowledgement of the LoA by the selected Service Provider, a performance security of 10% of minimum contract value for 6 months has to be deposited in the form of Bank Guarantee / Demand Draft / Banker's Cheque / Fixed deposit of any nationalized / Scheduled bank in the name of EE, MPSTDC in the name of MPSTDC, till the completion of the project and shall sign the Agreement within Twenty one days from the issue of LoA.

37. Liability of the Service Provider

- 37.1 The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 37.2 The Service Provider shall, subject to the limitation specified in Clause 37.3, be liable to the MPSTDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 37.3 The Parties hereto agree that the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services, shall not be liable to the MPSTDC:
- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage or claims connected with this Agreement (including negligence or willful misconduct) that exceeds the Agreement Value set forth in Clause 39 of this Agreement
- 37.4 This limitation of liability specified in Clause 37.3 shall not affect the Service Provider's liability, if any, for damage to Third Parties caused by the Service Provider or any person or firm acting on behalf of the Service Provider in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

44. Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

45. Dispute resolution

- 1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 46.
- 2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

46. Conciliation

In the event of any Dispute between the Parties, either Party may call upon Secretary, Tourism Department and the Chairman of the Board of Directors of the Service Provider or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 44 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 47.

47. Arbitration

- 1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 46, shall be finally decided by reference to arbitration subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be Bhopal, Madhya Pradesh where the MPSTDC has its headquarters and the language of arbitration proceedings shall be English.
- 2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Service Provider and the MPSTDC agree and undertake to carry out such Award without delay.
- 4 The Service Provider and the MPSTDC agree that an Award may be enforced against the Service Provider and/or the MPSTDC as the case may be, and their respective assets wherever situated.
- 5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

ANNEXURE - I

Letter Comprising the Bid

Ref.

Date:

To,

The Managing Director

Madhya Pradesh Tourism Development Corporation Limited,
Bhadbhada Road,

Bhopal – 462003

Madhya Pradesh, India

Sub: - "Tender for supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC"

Dear Sir,

Being duly bidder to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the **supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC.**

We are enclosing our Bid, in conformity with the terms of the TENDER, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 180 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____ *...+ (name of the Bidder, in accordance with the conditions stipulated in the TENDER.
2. We have examined in detail and have understood the terms and conditions stipulated in the TENDER Document issued by MPSTDC (hereinafter referred as the "**Authority**") and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the TENDER or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the TENDER, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

b. I/ We do not have any conflict of interest in accordance with the TENDER document; and

c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the TENDER document, in respect of any TENDER or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the TENDER, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

9. I/ 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 to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders

10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the contract or which relates to a grave offence that outrages the moral sense of community.

11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.

12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned tender and the terms and implementation thereof.

14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization Agreement in accordance with the draft that provided to me We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the bid document we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.

16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the TENDER, our own estimates of costs and after a careful assessment of the identified locations of the hotels and all the conditions that may affect the Bid.

17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected

18. I agree and undertake to abide by all the terms and conditions of the TENDER document which inter alia includes furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the TENDER.

19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 180 days from the Proposal Due Date.

20 I/we offer an Earnest Money Deposit (EMD) of **Rs. 1,00,000/- (One Lakh Rupees Only)**

21. I agree and undertake to abide by all the terms and conditions of the TENDER document. In witness thereof, I submit this Bid under and in accordance with the terms of the TENDER document.

Thanking You,

Yours Sincerely,

Date: _____

Place: _____

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory)

Name of the Person:

Designation

Annexure II
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date: To,

The Managing Director

Madhya Pradesh State Tourism Development Corporation Limited

Bhadbhada Road, Bhopal –
462003

Madhya Pradesh, India

Sub: “Tender for supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC”

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the TENDER document.

We have agreed that _____ (insert individual’s name) will act as our representative and has been duly authorized to submit the TENDER.

Further, the bidder signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Bidder signatory

Annexure III

Power of Attorney for signing of Application

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and bidder Mr./ Ms (name),

_____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the ***** Project*s+ proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to MPSTDC, representing us in all matters before MPSTDC, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MPSTDC in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Authorization Agreement with MPSTDC.

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

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

_____, 20**

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure IV: Technical Bid Format

Detail of Bidder

Sr. No.	Particulars	Remarks/Details (Page No.)
1.	Name of Agency/ Applicant	
2.	Category apply	
3.	Details about office of agency :	
	Address :	
	Phone No :	
	E-Mail ID :	
	Website :	
	Contact person:	
	Mobile No. and contact person:	
4..	Details about registered office of Applicant and Contact No.	
5.	Status of Applicant [proprietorship /partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.]	
6.	Details about Director/Partners List to be attached	
7.	Copy of registration certificate/ Memorandum to be attached	
8.	Total experience of applicant [No. of years]	
9.	Certified copy of the Turnover of Agency/ Applicant during last financial three years	
10.	P.A.N. No. (Copy to be attached)	
11.	GSTIN Provisional Certificate	
12.	Details of TENDER Fees attached	
13.	Details of EMD attached	

Signature & Seal of the Bidder

Date:

DECLARATION

1. I / We have read the instructions appended to the Pro forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and MPSTDC on the basis of the information given by me/us can be treated as invalid by the MPSTDC and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of MPSTDC in selection of Successful Bidders will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place.

Date.

SIGNATURE:

Name & Designation

& seal of the Company:

Annexure V

Sno	Region	Unit	No of concurrent users(guest)	Make model of Access points	
				Modem	Router
1	Indore	Burhanpur-Tapti Retreat	11	1	1
2	Indore	Choural Resort Choural	10	1	
3	Indore	H.W.T Mandsaur	15	1	
4	Indore	Hanuwantiya Tourist Complex	16	1	
5	Indore	Hotel Ujjani Ujjain	11	1	
6	Indore	Jhabua-Tourist Motel	12	2	
7	Indore	Maheshwar-Narmada Retreat	36	1	
8	Indore	Mandu-Malwa Resort	26	1	
9	Indore	Mandu-Malwa Retreat	15	1	1
10	Indore	Omkareshwar-Narmada Resort	40	1	
11	Indore	Sailani Island Resort	25	1	1
12	Indore	Ujjain-Hotel Avantika (Yatri Niwas)	28	1	3
13	Indore	Ujjain-Shipra Residency	33	2	5

Annexure VI

Tender for supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC

FINANCIAL BID LETTER & FORMAT FOR FINANCIAL OFFER

To,

The Managing Director

Madhya Pradesh State Tourism Development Corporation Limited

Bhadbhada Road,

Bhopal – 462003

Madhya Pradesh, India

Sub: Financial Bid for Tender for supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC.

Dear Sir,

As a part of the Bid for Selection “ for supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC” in Madhya Pradesh, we hereby make the following Financial Offer (Price Bid) to Madhya Pradesh State Tourism Development Corporation Limited.

S.No	Description	Quoted Value
1.	Supply, Installation and commissioning of all infrastructure with 5 years’ warranty and onsite support including all applicable licenses and accessories	
	Total	

Tender for supply, Installation, commissioning & Integration of goods/equipment/services for Wi-Fi Network at all units of Indore Region, MPSTDC

Note-

1. L1 will be the lowest sum total of rates of all line items without tax with 5 years' warranty applicable on all products.
2. The rates should be exclusive of all taxes. The applicable taxes should be submitted separately.
3. Bidder is required to submit the detailed BoM along with the pricing for each item of the Price Bid

FOR AND ON BEHALF OF _____

SIGNATURE _____