

MAHARASHTRA LEGISLATURE

SECRETARIAT.

Request for Proposal (RFP) for
Setting up a 100 mbps Internet service
at VIDHAN BHAVAN, Mumbai.

Tender Reference Number: 066/MLS/C-2

Introduction:

E-Tender are invited for providing dedicated 100 mbps dedicated Internet connectivity at Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai on rental basis.

Objective of this RFP:

MLS requires Dedicated 100 mbps dedicated connectivity from the reputed service providers to supply, install, host, manage and maintain necessary Disaster Recovery and Backup facilities with 24X7 availability and 99.995% uptime from 09th March, 2016 till end of Session.

BID Schedule and Address:

S.No	Description	Detailed Information
1.	Type of Tender	E-Tender Process
2.	Name of Project	ONE STM Internet Service from the reputed service providers on rental basis to supply, install, manage and maintain with necessary Disaster Recovery and Backup facilities with 24X7 availability and 99.995% uptime from 20th November, 2015 till end of Session..
3.	Tender Reference Number	066/MLS/C-2
4.	Date and time for Tender document download	From 24th February, 2016 (18.00 hrs onward) to 29th February, 2016 (till 18.00 hrs)
5.	Last date and time for Bid Submission	till 29th February, 2016 (18.00 hrs)
6.	Cost of Tender Form	1,000/- (Non Refundable) paid online
7.	Contract Period	From 09th March, 2016 till end of Session.
8.	Place for Bid Opening	Maharashtra Legislature Secretariat, 8 th Floor, Room no.805, Vidhan Bhavan, Nariman Point, Mumbai: 400 032
9.	Name and Address for communication	Principal Secretary, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai
10.	Contact No.	022-22027399 Ex. 1805

Date: 24th February, 2016

Place: Mumbai

Due Diligence.

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid.

Ownership of this RFP.

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1. Its an Two Envelop Tender Process followed by:

ENVELOP 1.

- **Following Document to be submitted with duly attested with sign and stamp :**
 - (1) Bidder should not been blacklisted by any organization.
 - (2) Declaration for participation in tender.
 - (3) PAN, Work contract Tax/ VAT no. certificate, sales tax registration certificate.
 - (4) Bidder should Provide self attested Certificate of Authorized Partner's / Service Provider of Internet Service Provider (ISP) in Maharashtra [Preferably in Mumbai] with Ink signature required on their letter-head address to PRINCIPAL SECRETARY, Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai.
 - (5) Letter from ISP about Authorized Partner / Service Provider with Signature.
 - (6) Similar type of work had done certificate at any Legislature of India is preferable.
 - (7) Copy of Concern departments / agency is required to be uploaded at the time of submission of application for tender.

- (8) Three performance certificate required issue by the organization, to which bidder had provided Wi-Fi Internet services will be verify with clients.
- (9) The Bidder should upload scanned copy showing ISP about Authorized Partner / Service Provider is having support centre in Maharashtra [Preferably in Mumbai]
- (10) Bidder should submit the same documents which are uploaded on e-tender portal to MLS Officials in sealed envelop on above mentioned office address.

ENVELOPE 2.

- (1) **Only Price Bid – Letter (as per Schedule "B")**

2. Scope of Work.

The broad scope of work covers supply, installation and provide ONE STM Internet connectivity and managing and maintaining dedicated line with necessary Disaster Recovery and Backup facilities with 24X7 availability and 99.995% uptime for a period from 20th November,2015 till end of session with necessary network infrastructure. The Services also includes Servers, Network, wi-fi network, Firewalls, Patch Management, Change Management, Disaster Recovery and Backup Management, etc. The MLS Web-Application Application Development and Maintain by MKCL. Is the other Vendor and is out of the scope from this Tender. However, responsibility of the maintaining and managing the necessary environment for providing 100 MBPS Internet bandwidth at MLS Mumbai is part of this Tender.

2.1 The Bidder is expected to quote for the dedicated Services as given at Annexure-I, Part I: Technical Bid.

2.2 Bidder will have to resolve any problem related to the environment provided, which may be encountered in the course of installation and operationalization of the ONE STM dedicated Internet facility.

3. Bid Submissions.

3.1 Bidders are not permitted to submit more than one bid. The bidder has to offer the best solution available with him.

3.2 Its an e-Tendering process, bidder has to upload the entire tender documents on e-tender site.

3.3 All bidders, or their authorized representatives, shall be present at the time of the

opening of the Commercial documents. Also It is not compulsory. Only two persons per bidder will be allowed to be present at the time of the opening the Commercial bids. No bid shall be rejected at bid opening, except for late bids.

4. Language of bids.

All bids and supporting documentation shall be submitted in English.

5. Period of Bid Validity.

The Bids shall be valid for a period of 30 days from the closing date for submission of the bid.

6. Acceptances or Rejection of Bid.

The MLS reserves the right not to accept any bid, or to accept or reject a Particular bid at its sole discretion without assigning any reason at any level Whatsoever.

7. Prices.

7.1 The prices quoted by the bidder shall be in Indian Rupees only.

7.2 The price quoted should be exclusive of all Central/State Government levies, taxes, sales tax , VAT, excise duty, custom duty, Service Taxes, insurance.

7.3 Bidders are required to quote price for apx.45 days covering all as defined in the Scope of the Work. This period will start from the date of Successful Operationalization and acceptance of all the systems and Hardware by MLS and going live the MLS application.

8. Preliminary Scrutiny.

MLS will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. MLS may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and MLS reserves the right for such waivers.

9. Clarification of Offers.

To assist in the scrutiny, evaluation and comparison of offers, MLS may, at its discretion, ask some or all bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the bidder is required to give presentation.

10. Implementation Time Schedule:

The MLS would like to have the following time schedule for completion of the activities from the date of placement of orders. Delay in providing the Required Systems and Environment and going live of the MLS application.

- (i) Providing the Required Systems and Environment: 1 weeks

12. No Commitment to Accept Lowest or Any Tender:

MLS shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

MLS reserves the right to make any changes in the terms and conditions of purchase. MLS will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

13. Short-listing of Bidders:

MLS will create a short-list of technically qualifying bidders and the commercial offers of only these bidders will be opened. After opening Commercial Offers of the short-listed bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

14 Bank Guarantee:

The bidder shall furnish 10% of project cost as Bank Guarantee issued by a Scheduled Bank, valid for two months or crossed cheque on the name of 'Section Officer cum D.D.O'

15. Signing of Contract:

The successful bidder(s) shall be required to enter into a contract with MLS, within 7 days of the award of the tender or within such extended period as may be specified.

16. Payment Terms:

16.1 Payments shall be released directly by the MLS to the Bidder after the end of session, For the credit period of minimum 60 day from end date of session.

16.2 All the payments mentioned above shall be made by the MLS based on the certification by the MLS of the satisfactory services provided by the bidder.

16.3 The MLS will have the absolute right to en-cash Bank Guarantees if sufficiently convinced of negligence and lack of dedication to work on the part of the Bidder.

17. Completeness of the contract.

The contract will be deemed as incomplete if any component of the systems, software, network devices, etc., or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the MLS after acceptance testing / examination. In such an event, the supply and installation will be termed as incomplete and it will not be accepted.

18. Authorization of signature.

The person who is signing the contract on behalf of the company should be Authorized signatory as per their Board Resolution. Copy of the board resolution should be attached.

19. Force Majeure.

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its 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 limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of MLS in fires, floods and freight embargoes.

If a Force Majeure situation arises, the bidder shall promptly notify MLS in writing of such conditions and the cause thereof within twenty calendar days. Unless otherwise directed by MLS 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.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, MLS and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of MLS shall be final and binding on the bidder.

20 Resolutions of Disputes.

MLS and the bidder 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. If after thirty days from the commencement of such informal negotiations, MLS and the bidder have been unable to resolve amicably a contract dispute, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

21. Jurisdictions.

The jurisdiction of the courts shall be Mumbai only.

Technical requirements:

Sr No.	SLA Terms	Definitions
1		Local Loop availability: 99.5%
2	Latency	Latency to USA: Less than 300 m/sec (PoP to PoP)
		Latency to Europe: Less than 200 m/sec (PoP to PoP)
		Latency to APAC: Less than 150 m/sec (PoP to PoP)
		Latency to ANZ: Less than 200 m/sec (PoP to PoP)
3	Packet delivery	Greater than 99 %
For detailed summary -Please refer to Standard SLA		

ANNEXTURE – 1

Components	Per unit	Quantity	Rent Amount
Application Hosting Server		01	
Server Racks		01	
UPS Battery		01	
Switch (Manageable)48 Port		04	
Unifi LR		02	
Sec M2		01	
Manageable 8 port Switch		04	
Rocket M2		02	
Cable		Apx 10,000 mtrs	
Customization and Configuration			
Duration	For the Period from 09th March, 2016 till end of Session		
TOTAL PROJECT COST without TAX			