# MAHARASHTRA LEGISLATURE SECRETARIAT

**(Tender Reference No. 130/MLS/G-2/AV-NGP)**

## Request for Proposal (RFP)

## For

## Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract.

**August 2023**

**Issued by:**

**Maharashtra Legislature Secretariat**
**Vidhan Bhavan, Backbay Reclamation,**
**Vidhan Bhavan Marg, Mumbai - 400032**

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**Disclaimer**

This Request for Proposal ("RFP") is issued by the Maharashtra Legislature Secretariat ("MLS").

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither MLS, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to this Project or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment at the sole discretion of MLS. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for deciding for participation in this RFP. Neither MLS nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed project, the regulatory regime which applies thereto and by and all matters pertinent to this project and to seek its own professional advice on the legal, financial, and regulatory consequences of entering into any agreement or arrangement relating to this Project.

This RFP includes certain statements, estimates, projections, targets, and forecasts with respect to this project. Such statements estimate, projections, targets and forecasts reflect various assumptions made by the management, officers, and employees of MLS, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

# 1 NOTICE INVITING TENDER

**LETTER OF INVITATION**

The Secretary (1) (I/C), Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai Invites Proposals for **"Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly House and Legislative Council House of Vidhan Bhavan Nagpur as a Rate Contract"** from the reputed Companies.

The Description of the Work and Earnest Money Deposit is as under

| S. No. | Name of Work | EMD | Tender Fee | Estimated Cost of Work |
|---|---|---|---|---|
| 1. | Selection of System Integrator (SI) For Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly House and Legislative Council House of Vidhan Bhavan Nagpur as a Rate Contract | Rs. 89,42,280/-<br><br>(Rupees Eighty Nine Lakh Forty Two Thousand Two Hundred Eighty Only)<br><br>**No EMD Exemption.** | Rs. 10,000/-<br><br>(Rupees Ten Thousand Only) | Approx Rs. 44,71,14,000/- + GST (Forty Four Crore Seventy One Lakhs Fourteen Thousand Only) |

For the procurement process, the bidders shall follow the procedure described on e-Tendering website (https://mahatenders.gov.in/). For further details about the e-Tendering procedure its requirements and for more details refer to the manual available on the e-Tendering website.

The tender document will be available on the e-Tendering website and may be downloaded by the interested bidders. The bidders are required to submit the EMD in form of online on or before the last date of bid submission through e-tendering website (https://mahatenders.gov.in/) without which bid shall be considered incomplete &non-responsive and hence shall not be considered for evaluation.

All queries, issues related to e-tendering website should be taken up with the support team of e-tendering website and not with Maharashtra Legislature Secretariat.

The Secretary (1) (I/C), Maharashtra Legislature Secretariat, Vidhan Bhavan, Mumbai reserves all the rights to accept or reject any tender offer without assigning any reason.

Maharashtra Legislature Secretariat, Vidhan Bhavan Mumbai reserve the right to increase or Decrease the scope of services to be purchased and also reserve the right to cancel or revise or any of the all the tenders or part of tender without giving any reasons thereto.

**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat**
**Vidhan Bhavan, Mumbai**

# 2 BID DATA SHEET (BDS)

| # | Information | Details |
|---|---|---|
| 1. | Tender Inviting Authority | Maharashtra Legislature Secretariat |
| 2. | Project Name | Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly House and Legislative Council House of Vidhan Bhavan Nagpur. |
| 3. | Type of Tender | Rate Contract valid for one year from the date of execution of agreement. |
| 4. | Contact information of the client | The Secretary (1) (I/C),<br>Maharashtra Legislature Secretariat<br>E-mail ID: avmlsmum@gmail.com<br>Phone: 022-22027399 Ext No. – 2601/2305, 022-22026354, |
| 5. | RFP Publish Date | 21st August 2023 |
| 6. | Website for Downloading The RFP Document | This RFP can be downloaded from Maharashtra Tenders Portal https://mahatenders.gov.in. |
| 7. | RFP Download/ Upload End Date | 11th September 2023 till 17:00 Hrs |
| 8. | RFP Document Fee | **INR 10,000** (Non-refundable) Online Payment |
| 9. | Earnest Money Deposit (EMD) | The amount of EMD of **Rs. 89,42,280/-** in the form of **Bank Guarantee (BG)** from any nationalized/ Schedule bank in favour of **"The Secretary (1), Maharashtra Legislature Secretariat,"** payable at Mumbai as per<br>The format mentioned in the Section – Bid Formats<br>OR<br>**DD or FDR** in the name of **"S.O. CUM D.D.O. Vidhan Bhavan Mumbai "**<br><br>EMD remain valid for a period of 60 days beyond the validity period of bids. |
| 10. | EMD submission end date & time | Bidders must upload scan copy of EMD BG/ DD/FDR on the eProcurement portal https://mahatenders.gov.in and submit the original hard copy of EMD in sealed envelope for the reference of Bid Evaluation Committee (BEC), at |

| | | |
|---|---|---|
| | | **The Secretary (1) (I/C)**, Maharashtra Legislature Secretariat, Room no. 802, 8th floor, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032 Maharashtra, India by 11th September 2023 till 17:00 Hrs |
| 11. | Site visit to MLS premise | Site visit at Vidhan Bhavan Nagpur is scheduled on 28th August 2023, Reporting time 11:00 Hrs<br><br>(Maximum of two persons can be nominated by a single bidder and they should remain present at 11:00 Hrs only)<br><br>Venue: Vidhan Bhavan, Opposite Reserve Bank, Civil Lines, Nagpur, 440001 |
| 12. | Pre-Bid Query Submission date and time | 29th August 2023 till 17:00 Hrs<br>E-mail: avmlsmum@gmail.com<br><br>The pre-bid queries should be submitted as per the format prescribed in this RFP Annexure 13.<br><br>Kindly send queries through e-mail in given format only. Queries in other format will not be accepted. |
| 13. | Pre-Bid Meeting date, time and venue | 31st August 2023 at 14:00 Hrs in Room no. 712, 7th Floor, Vidhan Bhavan, Mumbai<br><br>**Note: Only 2 persons of bidder is allowed to attend the meeting. OEMs are not allowed to attend the meeting.**<br><br>OEM's can send their queries through e-mail in given format. |
| 14. | Pre-Bid query response date | 04th September 2023 |
| 15. | Last date and time for bid submission (on or before) by the bidder | 11th September 2023 till 17:00 Hrs<br>Bid submitted after above mentioned date on https://mahatenders.gov.in will not be accepted. |
| 16. | Hard Copy Submissions | The bidder shall have to submit the five (5) hard copies of their Pre-qualification and Technical bids uploaded on e-tender portal, in sealed envelope for the reference of Project Implementation Committee (PIC), at Room No. 017, Ground Floor, Maharashtra |

| | | |
|---|---|---|
| | | Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032, by 12th September 2023 till 12:00 Hrs to 15:00 Hrs<br><br>**Note: Bidder has to submit hard copy bid within the time limit mentioned above.** |
| 17. | Time and Date of opening of Pre- qualification /Technical bid | 13th September 2023 at 12:00 Hrs<br>At Room No. 712, 7th Floor, Maharashtra Legislature Secretariat, Mumbai.<br><br>**Note: Only 2 persons of bidder are allowed at the opening of the tender.** |
| 18. | Place, Time and Date of Technical Presentations by Qualified Bidders. | 14th September, 2023 at 12:00 Hrs onwards<br>Place: Room no. 712, 7th Floor, Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032<br><br>(Will be informed to qualified bidders through e-mail communication) |
| 19. | Place, Time and Date of Opening Financial Bid of Qualified Bidder | As per MLS schedule |
| 20. | Language of Bid | Proposals should be submitted in English only. |
| 21. | Bid Validity Period | 120 Calendar days from the date of opening of Bid |
| 22. | Is Consortium Permissible in the Bid | No |
| 23. | Method of selection | The method of selection is Quality and Cost Base Selection (QCBS).<br>The weights given to the Technical and Commercial Bids are:<br>Technical = 80% and<br>Commercial = 20% |
| 24. | Issue of Letter of Award | Within 2 to 7 working days from the date of notifying to the successful bidder in writing or email, for the acceptance of their bid. |
| 25. | Performance bank guarantee | Successful Bidder should submit Performance Bank Guarantee @ 3% of total contract value in favour of "The Secretary (1), Maharashtra Legislature Secretariat" payable at Mumbai. |

| | | |
|---|---|---|
| 26. | Total Estimated Cost of work | **Approx Rs.44,71,14,000 + GST** |

**Note:**

- The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. The information provided in the above control Sheet is further elaborated in the subsequent sections of this RFP. Information provided in the control Sheet, and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.
- The Bidding process shall be conducted in an online (e-tendering) and offline (Hardcopy) manner. Please visit https://mahatenders.gov.in for further details regarding the e-Tendering process.
- All the notification & detailed terms and conditions regarding this tender notice hereafter will be published online on web site https://mahatenders.gov.in

# 3 INTRODUCTION & INSTRUCTIONS TO BIDDERS (ITB)

## 3.1 KEY DEFINITIONS

a) RFP/Tender document – means this document that solicits a proposal, released by MLS for a Selection of a System Integrator (SI) for the Supply Installation Testing and Commissioning of a Hybrid Multimedia Conference System at the Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract.

b) Project – means Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract.' as per the scope of work of this RFP

c) Bidder - means a company who develops and submits a bid, and a potential contractor or supplier who participates in this RFP when they are selected through the bid evaluation processes.

d) Bid response document - means a written or formal offer, or complete bid in response to this RFP that includes pre-qualification (PQ), Technical Qualification (TQ) and other documents required for bid evaluation.

e) Bid/RFP evaluation - means an SI selection process that is the evaluation of bids to select the successful supplier, contractor, or subcontractor among proposed bidders in accordance with bid evaluation criteria.

f) SI – means the System Integrator (SI) who shall be selected by MLS through the bid evaluation processes defined in this RFP for implementation of this project.

## 3.2 INTRODUCTION

### 3.2.1 Background

Maharashtra Legislature consists of two Houses, namely the Maharashtra Legislative Council and the Maharashtra Legislative Assembly, with the primary objective of Governance of the State through the elected representative by law making, passing of the budget and other important Legislative functions. Maharashtra Legislature is governed by the Hon'ble Chairman, Maharashtra Legislative Council and Hon'ble Speaker, Maharashtra Legislative Assembly.

Maharashtra Legislature Secretariat (MLS) headed by The Secretary (1) (I/C), works as a liaison between the executive and the Houses of the Legislature. MLS facilitates the different Ministries to introduce Bills in the House, and take up other business of the House and provides necessary support to the Legislative Committees in getting the required information through interaction with officials of different Government departments.

### 3.2.2 Purpose of this RFP

The purpose of this RFP is, Selection of System Integrator (SI) for the Supply Installation Testing and Commissioning of a Hybrid Multimedia Conference System at the Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur, as mentioned in BDS. The requirements and the scope of work of the project for the bidder are mentioned in the Scope of Work of this RFP document.

## 3.3 INVITATION FOR BID

- MLS hereby invites bids from eligible, reputed, qualified firms having sound technical and financial capabilities for the Selection of a System Integrator (SI) for the Supply Installation Testing and Commissioning of a Hybrid Multimedia Conference System at the Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract. Bidders/agencies are advised to study this RFP document carefully before submitting their bids in response to the RFP Notice. Submission of a bid in response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its terms, conditions, and implications.

- Bidders who wish to participate in this bidding process must register at https://mahatenders.gov.in

- The complete bidding document has been published on https://mahatenders.gov.in for the purpose of downloading. The downloaded bidding document shall be only considered valid for participation in the electronic bidding process (e-Tendering) subject to the registration on https://mahatenders.gov.in and submission of required bidding documents as specified in this RFP.

- Note: The bidder shall have to submit, the five (05) hard copies of their Pre-qualification and Technical bid uploaded on e-tender portal in colour print in sealed envelope for the reference of Bid Evaluation Committee (BEC), at Maharashtra Legislature Secretariat, Vidhan Bhavan, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032, within the date and time as mentioned in BDS.

- Bidders are also advised to refer "Bidders Manual Kit" available at https://mahatenders.gov.in for further details about the e-tendering process.

## 3.4 GENERAL

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the project by MLS based on this RFP.

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 MLS. Any notification of preferred bidder status by MLS shall not give rise to any enforceable rights by the bidder. MLS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of MLS.

This RFP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such prior communications. Compliant bids or Completeness of bid response

Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements of this RFP may render the bid non- compliant and the bid may be rejected. Bidders must:

- Include all documentations specified in this RFP
- Follow the format of this RFP and respond to each element in the order as set out in this RFP
- Comply with all requirements as set out within this RFP.

## 3.5 CONSORTIUM AND SUB-CONTRACTING

### 3.5.1 Consortium

The consortium is not applicable to this RFP. The bidding entity shall be a single bidder who qualifies the Pre-qualification conditions.

### 3.5.2 Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which include:

a) prohibition of
   i) making the offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
iii) any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness, and progress of the procurement process.
iv) improper use of information provided by the procuring entity to the bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
v) Any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of the contract, which can affect the Decision of the procuring entity directly or indirectly..
vi) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
vii) obstruction of any investigation or auditing of a procurement process.
viii) Making a false Declaration or providing false information for participation in this RFP process or to secure a contract.

b) disclosure of conflict of interest.

c) disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, concludes that a bidder or prospective bidder has contravened the code of integrity, may take appropriate measures.

## 3.6 PRE-BID MEETING AND CLARIFICATIONS

### 3.6.1 Pre-Bid Conference

a) MLS shall hold a pre-bid meeting with the prospective bidders on the Date and Time provided in Bid Data Sheet (BDS) of this RFP document.

b) The bidders will have to ensure that their queries for pre-bid meeting should be emailed to the provided point of contact (Nodal Officer). The email id of Nodal Officer is provided in BDS of this RFP document. No telephonic queries will be entertained.

c) The queries should necessarily be submitted as per the format Annexure 13 for Pre-bid queries provided in this RFP document.

d) MLS shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by MLS

### 3.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a) The Nodal Officer notified by MLS will endeavour to provide timely response to all queries. However, MLS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MLS undertake to answer all the queries that have been posed by the bidders.

b) At any time prior to the last date for receipt of bids, MLS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.

c) The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the Maharashtra e-Tendering portal https://mahatenders.gov.in and may be emailed to all participants of the pre-bid conference.

d) Any such corrigendum shall be deemed to be incorporated into this RFP.

e) To provide prospective bidders reasonable time for taking the corrigendum into account, MLS may, at its discretion, extend the last date for the receipt of bids.

## 3.7 KEY INSTRUCTIONS OF THE BID

### 3.7.1 RFP Document Fee

a) The fee for purchase of this RFP document is provided in BDS of this RFP document and must be made through online payment mode only.

b) The scanned copy or soft copies of RFP document fee paid receipt should be submitted along with the bidder's bid. Bids received without or with inadequate RFP document fees shall be rejected.

### 3.7.2 Earnest Money Deposit (EMD) / Bid Security

a) Bidders shall submit, along with their Proposals, an EMD as per BDS, in the form of Bank guarantee (BG) from any nationalized/ Schedule bank

1. EMD BG in the format specified in RFP by a nationalized/ Schedule bank in favour of <The Secretary (1), MLS>. The EMD BG should remain valid for a period mentioned in BDS of this RFP document.

2. Bank Guarantee: Payable at Mumbai

3. EMD should be furnished in Indian Rupees only.

4. EMD shall be non-transferable.

b) EMD of all unsuccessful bidders would be refunded by MLS within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee (PBG).

c) The EMD amount is interest free and will be refundable to the bidders without any accrued interest on it.

d) Bids that do not accompany with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period and other details), mentioned above, shall be rejected.

e) The EMD may be forfeited:
   1. If a bidder withdraws its bid during the period of bid validity
   2. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.
   3. The bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
   4. A bid contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
   5. In case the successful bidder, having signed the contract, commits any breach thereof prior to furnishing the Performance Security/Guarantee.

### 3.7.3 Submission of Bid

Bidders should submit their bid responses as per the procedure specified in the e-Procurement portal (https://mahatenders.gov.in) being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

a) RFP document fee (Online)
b) EMD in the form of BG
c) Pre-qualification bid
d) Technical bid
e) Financial bid
f) Additional certifications/documents as detailed in this RFP.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal. Each and every document uploaded should be stamp and sing.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The MLS will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bidder's Proposal.

### 3.7.4 Bidder's Authorized Signatory

A bid should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the bidder stating that the authorized signatory is authorised to execute documents and to undertake any activity associated with the bidder's bid. A copy of the same should be uploaded under the relevant section/folder on the e- Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

## 3.8 DEVIATION

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bidder shall submit a No Deviation Certificate as per the format (Annexure 11) "No Deviation Certificate". The bids with deviation(s) are liable for rejection.

## 3.9 PATENT CLAIM

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, or industrial design rights arising from the use of the Goods/Services or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and MLS is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. MLS shall give notice to the successful bidder of any such claim and recover it from the bidder as required.

## 3.10 FRAUD AND CORRUPT PRACTICE

a) The bidders/bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bid evaluation. Notwithstanding anything to the contrary contained in this RFP, MLS shall reject a Bid without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the "Prohibited Practices") in the bid evaluation. In such an event, MLS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security/Guarantee as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such bidder's bid.

b) Without prejudice to the rights of MLS under clause above and the rights and remedies which MLS may have under the LOI or the Agreement, if a bidder is found by the MLS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bid evaluation, or after the issue of the LOI or the execution of the SI, such bidder shall not be eligible to participate in any tender or RFP issued by MLS during a period of <five years> from the date such bidder is found by MLS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

c) For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:

i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the bid evaluation (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MLS who is or has been associated in any manner, directly or indirectly with the bid evaluation or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MLS, shall be deemed to constitute influencing the actions of a person connected with the bid evaluation); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the bid evaluation or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of MLS in relation to any matter concerning the Project;

ii) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the bid evaluation;

iii) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the bid evaluation;

iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by MLS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bid evaluation; or (ii) having a Conflict of Interest; and

v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bid evaluation.

## 3.11 CONFLICT OF INTEREST

a) A bidder shall not have a conflict of interest that may affect the bid evaluation or the project implementation (the "Conflict of Interest"). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, MLS shall forfeit and appropriate the EMD, if available, compensation and damages payable to MLS for the time, cost and effort of MLS including consideration of such bidder's bid, without prejudice to any other right or remedy that may be available to MLS hereunder or otherwise.

b) MLS requires that the successful bidder provides solutions which always hold MLS's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The successful bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of MLS.

c) Without limiting the generality of the above, a bidder shall be deemed to have a Conflict of Interest affecting the bid evaluation, if:

1. the bidder, or Sub-Contractor (or any constituent thereof) and any other bidder, its Sub-Contractor have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such bidder, Member or Associate, as the case may be) in the other bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

   - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
   - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

2. a constituent of such bidder is also a constituent of another bidder; or

3. such bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other bidder or its Associate; or
4. such bidder has the same legal representative for purposes of this bid as any other bidder; or

5. such bidder has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the bid of either or each of the other bidder; or

6. there is a conflict among this and other solution assignments of the successful bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such bidder or having common controlling shareholders. The duties of the successful bidder will depend on the circumstances of each case. While providing software implementation and related solutions to MLS for this assignment, the successful bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or

7. A firm hired to provide solutions for the implementation of a project, and its members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

## 3.12 ELIGIBILTY CRITERIA FOR PRE- QUALIFICATION

The Pre-qualification bids of only the responsive bidders will be assessed on the pre-qualification criteria as defined below.

| # | Eligibility Criteria | Supporting documents required |
|---|---|---|
| **1.** | **Legal Entity**<br>• Bidder should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008<br>• Bidder should have been operating for the last Three year in India. | • Copy of Certificate of Incorporation<br>OR<br>• LLP firm registrationcertificate, as applicable |
| **2.** | **Power of attorney in favour of Authorized signatory**<br>Power of Attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder. | • Copy of Power of attorney with appropriate supporting documents as per Annexure 7 |
| **3.** | **Experience Criteria**<br>The Bidder should have minimum 1 nos. of Work/Purchase Orders for 50 delegates conference system from Government clients/ Autonomous Bodies/ PSUs/ Private reputed Corporate Offices in India. | • Work/Purchase orders and Photographs of installation<br>OR<br>Completion certificates by the client should be enclosed.<br>• For non-Govt. project, additional document of TDS should be submitted to prove PO |
| **4.** | **Financial Turnover**<br>Average Turnover of any Three Years out of Last Five Years (FY 18-19, FY 19-20, FY 20-21, FY 21-22 and FY 22-23) should be at least 18 crores. | • Copy of the audited Balance Sheet and Profit & Loss Statement of the company<br>• Certificate from the statutory auditor / CA clearly stating the total turnover as per Annexure 4 |
| **5.** | **Net Worth**<br>Bidder should have positive net worth in each of last three (3) financial years (FY 2020-2021, FY 2021-2022, FY 2022-2023) | • Certificate from the Statutory Auditor / CA clearly stating the net worth as per Annexure 4 |
| **6.** | **Certifications:** The bidder should be certified in one of the certificates<br>• ISO 9001:2015<br>• ISO 14001:2015 | • Copy of the requisite certificates (Certificates should be valid at the time of Bid Submission) |

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| **7.** | **Original Equipment Manufacturer**<br>• OEM company should be in existence for minimum 35 years.<br>• OEM Should have presence in international market<br>• OEM Should have previous experience of supply of Multimedia Conference System for installation at various Assemblies | Bidder should attach<br>• Company profile of OEM<br>• Undertaking from OEM that they have supplied Multimedia Conference System in Assembly / Parliament House in any country<br>• CE Certification |
| **8.** | **Authorization by the OEM**<br>Bidder needs to submit an Manufacturers Authorization Letter (MAF) of qualified OEM as per PQ criteria regarding acceptance of responsibility by the OEM for their respective components in case of any failure of the bidder during implementation and Guarantee / warranty period referring this tender number. | MAF from the OEM(s) of the offered item (s) required for major components like<br>a) Multimedia Conference system<br>b) Audio Products<br><br>As per Annexure 6<br><br>**Note:** OEM Should confirm that the Goods/Services supplied as a part of the RFP shall not be End of Sale / Production / Life/ Support for the entire contract period. Also the Goods / Services supplied as a part of RFP shall be supported for the entire contract period. The products offered by OEM are of equivalent or higher specifications as mentioned in the RFP.<br><br>OEM also give undertaking of the availability of spare parts for the above mentioned product for a period of 10 years, from the date of supply also during the period of 10 years from the date of supply, in case the bidder fails to provide you the necessary service, we will be obliged to provide the same at no extra cost |
| **9.** | **Debarment / Blacklisting**<br>Bidder should not be under a declaration of in-eligibility for corrupt, fraudulent or any other unethical business practices and should not be debarred or blacklisted by any government or semi-government or government autonomous bodies or public | Self-certificate letter undertaking to this effect on company's letter head signed bycompany’s authorized signatory as per Annexure 9 |

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| | sector undertakings or other government organization in India for any reason before the date of submission of bid. | |
| **10.** | The Bidder should have valid documentary proof of GST registration and PAN number. | Copy of GST registration and PAN. |
| **11.** | Self- Declaration from Bidder towards delivery within the time limit. | Copy of Self- declaration on the Bidder's letter head.<br>As per Annexure 12 |

**Note:**

1. Timely implementation of the project is essence of this contract. Hence, only those Bidders having requisite capacity and capabilities and genuinely interested to meet our time lines are requested to participate in the tender.
2. All the pages (documentary proofs and other documents that may be attached) should contain page numbers and would have to be uniquely serially numbered sealed with company stamp and signed by authorized signatory.
3. Inadequate information shall lead to disqualification of the bid.
4. Bidder firm should not have been blacklisted by any of the state / central Government or Organizations of the State / Central Government (necessary Undertaking letter should be furnished)

## 3.13 TECHNICAL SCORING CRITERIA

Bidders who meet the Pre-Qualifications/Eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial bid evaluation.

The bidders' Technical Bid will be evaluated as per the requirements and evaluation criteria mentioned in the following table.

The bidders are required to submit all required documentation supporting the evaluation criteria specified as required for technical evaluation.

| # | Particulars | Scoring Criteria | Max. Marks | Supporting Documents Required |
|---|---|---|---|---|
| **1** | Bidders Presence in India | a) 10 Years or More =10 Mark<br>b) 05 Years or More = 05 Marks<br>c) 3 Years or More = 03 Mark | 10 | • Copy of Incorporation Certificate.<br>OR<br>• LLP firm registration certificate, as applicable |
| **2** | The Bidder should have experience of successful Supply, Installation and Commissioning of Multimedia Conference system at any of Government clients/ Autonomous Bodies/ PSUs/ Private reputed Corporate Offices in India | Multimedia units supplied<br>a) 30 no's or more. Units = 10 Mark<br>b) Between 29 to 15 Units = 05 Marks<br>c) Less than 15 units = 03 Mark | 10 | • Work/Purchase orders and Photographs of Installation<br>OR<br>• Completion certificates by the client should be enclosed.<br><br>• For non-Govt. project, additional document of TDS should be submitted to prove PO |
| **3** | The Bidder should have experience in the successful Supply, Installation and Commissioning of Conference systems at any Legislative Assembly/ Council hall in India. | Audio Conference units supplied<br>a) 75 or more Units =10 Mark<br>b) Between 51 to 74 Units = 05 Marks<br>c) Between 40 to 50 Unites = 03 Marks | 10 | • Work/Purchase orders and Photographs of Installation<br>OR<br>• Completion certificates by the client should be enclosed. |
| **4** | The Bidder should have Work/Purchase Orders for minimum 50 delegates conference system from Government clients/ Autonomous Bodies/ PSUs/ | a) 150 or more Delegates = 20 Marks,<br>b) Between 100 to 149 Delegates = 15 Marks | 20 | • Work/Purchase orders and Photographs of Installation<br>OR<br>• Completion certificates by the |

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|---|---|---|---|---|
| | Private reputed Corporate Offices in India. | c) Between 50 to 99 Delegates = 10 Marks | | client should be enclosed.<br>• For non-Govt. project, additional document of TDS should be submitted to prove PO |
| **5** | The Bidder should have experience of running live sessions on Multimedia Audio Conference systems at any Legislative Assembly/ Council hall in India. | a) 0 Session – 0 Marks<br>b) 1 or More Sessions – 10 Marks | 10 | • Work order and Client Certificate for running live session. |
| **6** | Average Turnover of any Three Years out of Last Five Years (FY 18-19, FY 19-20, FY 20-21, FY 21-22 and FY 22-23) | a) 18 Cr to 40 Cr = 4 Marks<br>b) More than 40 Cr to 55 Cr = 6 Marks<br>c) More than 55 Cr = 10 Marks | 10 | • Copy of P&L and Balance sheet and<br>• Turnover certificate form CA |
| **7** | **Certifications:-**<br>• ISO 9001:2015<br>• ISO 14001:2015<br>• ISO 45001: 2015 | a) Any 2 certificates – 5 Mark<br>b) All 3 Certificates – 10 Mark | 10 | • Copy of relevant certificates |
| **8** | Presentation on Proposed Solution Architecture Presentation should cover detailed approach & methodology for implementation and maintenance support, experience in Implementation of proposed Multimedia Conference Solution with proposed architecture and detailed solution with relevant diagram, etc. | a) Project plan<br>b) Project documentation<br>c) Resource deployment plan<br>d) Project governance team and escalation matrix<br>e) Exit management plan<br>f) Adaptation and Improvisation to the execution work with minimum changes to the protocol specification | 20 | Bidder should upload presentation document in PDF format with Technical Bid and same should be presented before committee<br>(no changes allowed in presentation afterwards) |
| | **Total** | | **100** | |

### 3.13.1 Bidder Data Requirements

The following documents should be enclosed by every vendor along with the Technical bids :

a) Catalogue of the product quoted along with their part numbers.

b) Documents mandatory as per PQ and TQ

c) Necessary detailed technical write-up highlighting the features of the systems offered.

d) List of important installation sites having same equipment quoted in the technical bid.

e) List of service centers located across India along with contact details.

f) Any other document that the vendor may feel necessary to support the product/bid.

g) For all the parts/controller cards/devices, the make and model should be mentioned in the technical bid with complete details. The items quoted should be new, of good quality and have the latest hardware/software version.

**The Bidders who have scored at least 60 marks in the Technical Bid evaluation process, only those bidders will be considered for Financial Bid evaluation**

## 3.14 EVALUATION PROCESS

### 3.14.1 Bid Evaluation Committee (BEC)

a) MLS will constitute a BEC to evaluate the responses of the bidders

b) The BEC constituted by MLS shall evaluate the responses to the RFP and all supporting documents/documentary evidence. The inability of a bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it may lead to the bidder's bid being declared non-responsive.

c) The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with BEC.

d) The BEC may ask for meetings with the bidders to seek clarifications on their bids.

e) The BEC reserves the right to reject any or all bids based on any deviationscontained in them.

f) Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

g) BEC reserves right to negotiate with Successful Bidder before signing the contract.

### 3.14.2 Bid Opening

The bids submitted up to last date & time of submission the bid will be opened at the date and time as mentioned in BDS of this RFP, by the Nodal Officer or any other officer authorized by MLS, in the presence of the bidder's representatives who may be present at the time of opening. The representatives of the bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

### 3.14.3 Bid Evaluation

a) Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive if a Proposal is found to have been:

i) submitted in manner not conforming with the manner specified in the RFP document
ii) Submitted without appropriate EMD as prescribed herein
iii) received without the appropriate power of attorney
iv) containing subjective/incomplete information
v) submitted without the documents requested in the checklist
vi) non-compliant with any of the clauses stipulated in the RFP
vii) having lesser than the prescribed validity period.
The EMD of all non-responsive bids shall be returned to the bidders.

b) All responsive bids will be considered for further evaluation by a BEC according to the bid evaluation process defined in this RFP document. The decision of the BEC willbe final in this regard.

## 3.15 PREPARATION AND SUBMISSION OF PROPOSALS

### 3.15.1 Online Bid Submission

a) The bidder shall submit the bid online through e-Tendering portal https://mahatenders.gov.in only

b) To view- Tender Notice, Detailed Time Schedule, RFP document and its supporting documents, kindly visit following website of Maharashtra Government Tender Information System: https://mahatenders.gov.in

c) The bids submitted by the bidder shall comprise of the following two envelopes:

d) A Two envelope/ cover system shall be followed for the bid –

#### 3.15.1.1 Envelope 1 - Eligibility Criteria:

**CHECKLIST FOR SUBMISSION OF DOCUMENTS**

| S. No | PARAMETERS | Available Yes or No | {Details along with relevant documents are required to be provided with proper page referencing} |
|---|---|---|---|
| **ELIGIBILTY CRITERIA FOR PRE-QUALIFICATION** | | | |
| 1. | **Scan Copy of Tender Fee Payment** | | |
| 2. | **Scan Copy of EMD Bank Guarantee (Annexure 8)** | | |
| 3. | **Pre-Qualification Bid Response Covering Letter (Annexure 1)** | | |
| 4. | **Pre-Qualification Bid Response Compliance Checklist (Annexure 2)** | | |
| 5. | **Bidder's Firm Details (Annexure 3)** | | |
| 6. | **Eligibility Criteria No. 1**<br>Copy of Certificate of Incorporation<br>OR | | |

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| | LLP firm registration certificate, as applicable | | |
| 7. | **Eligibility Criteria No. 2**<br>Copy of Power of attorney with appropriate supporting documents<br>(Annexure 7) | | |
| 8. | **Eligibility Criteria No. 3**<br>Work/Purchase orders and Completion certificates by the client | | |
| 9. | **Eligibility Criteria No. 4**<br>Copy of the audited Balance Sheet and Profit & Loss Statement of the company and<br>Certificate from the statutory auditor / CA clearly stating the total turnover<br>(Annexure 4) | | |
| 10. | **Eligibility Criteria No. 5**<br>Certificate from the Statutory Auditor / CA clearly stating the net worth<br>(Annexure 4) | | |
| 11. | **Eligibility Criteria No. 6**<br>Copy of Valid registration certificate | | |
| 12. | **Eligibility Criteria No. 7**<br>Copy of valid requisite certificates | | |
| 13. | **Eligibility Criteria No. 8**<br>Company profile of OEM<br>Undertaking<br>CE Certificates | | |
| 14. | **Eligibility Criteria No. 9**<br>MAF from the OEM(s) of the offered item (s) required for major components like<br>a) Multi media Conference system<br>b) Audio products<br>(Annexure 6) | | |
| 15. | **Eligibility Criteria No. 10**<br>Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory<br>**(Annexure 9)** | | |
| 16. | **Eligibility Criteria No. 11**<br>Copy of GST registration and PAN | | |
| 17. | **Eligibility Criteria No. 12**<br>Copy of Self- declaration on bidder's letter head. | | |

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| | **(Annexure 12)** | | |
| 18. | **Non-Disclosure Agreement (Annexure 5)** | | |
| 19. | **List OEM's and Their Details (Annexure 10)** | | |
| 20. | **No Deviation Certificate Format (Annexure 11)** | | |
| 21. | **Site Visit letter duly signed by Consultant and MLS officer (Annexure 17)** | | |
| 22. | **Any other document required for furnishing eligibility of the bidder** | | |
| **TECHNICAL SCORING CRITERIA** | | | |
| 23. | **Technical Bid Covering Letter (Annexure 14)** | | |
| 24. | **Technical Bid Evaluation Checklist (Annexure 15)** | | |
| 25. | **Technical Scoring Criteria No. 1**<br>Copy of Certificate of Incorporation<br>OR<br>LLP firm registration certificate, as applicable | | |
| 26. | **Technical Scoring Criteria No. 2**<br>Work/Purchase orders and Completion certificates by the client should be enclosed. | | |
| 27. | **Technical Scoring Criteria No. 3**<br>Work/Purchase orders and Completion certificates by the client should be enclosed. | | |
| 28. | **Technical Scoring Criteria No. 4**<br>Work/Purchase orders and Completion certificates by the client should be enclosed. | | |
| 29. | **Technical Scoring Criteria No. 5**<br>Work Order and Client Certificate | | |
| 30. | **Technical Scoring Criteria No. 6**<br>Copy of P&L and Balance sheet and Turnover certificate form CA | | |
| 31. | **Technical Scoring Criteria No. 7** | | |

| | | | |
|---|---|---|---|
| | Copy of relevant certificates | | |
| 32. | **Technical Scoring Criteria No. 8**<br>Presentation on Proposed Solution Architecture | | |

#### 3.15.1.2 Envelope 2: Financial bid

- Commercial Bid Covering letter – (Annexure 18)
- BOQ - (Annexure 19)

The bidder should ensure that all the required documents, as mentioned in this RFP document, are submitted and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format or contentmay lead to the rejections of the bid submitted by the bidder.

e) The bidders participating first time for e-Tenders on Tenders Maharashtra Portal will have to complete the Online Registration Process for the e-Tendering portal.

f) All bidders interested in participating in the on-line e-Tendering process are required to obtain Class III Digital Certificates. The bids should be prepared & submitted online using individual's digital signature certificate.

g) MLS will not accept delivery of bid in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid, and rejected.

h) It is required that all the bids submitted in response to this RFP should be unconditional in all respects, failing which MLS reserves the right to reject the bid.

**Note: The bidder shall have to submit five (5) hard copies of their Pre-qualification and Technical bid uploaded on the e-tender portal in colour print in a sealed envelope for the reference of Bid Evaluation Committee (BEC). These hard copies of pre-qualification and technical bid should be the same as it has been submitted on the e-tender portal by the bidder. Any discrepancies found by MLS in the submitted hard copies may lead to the rejection of the bid of the respective bidder.**

### 3.15.2 Bid validity

The offer submitted by the bidders should be valid for a period as mentioned in the BDS of this RFP.

### 3.15.3 Conditions under which RFP is issued

a) This RFP is not an offer and is issued with no commitment. MLS reserves the right to withdraw the RFP and change or vary any part thereof at any stage. MLS also reserves the right to disqualify any bidder should it be so necessary at any stage.

b) The timing and sequence of events resulting from this RFP shall ultimately be determined by MLS

c) No oral conversations or agreements with any official, agent, or employee of MLS shall affect or modify any terms of this RFP and any alleged oral agreement or arrangement made by a bidder with any agency, official or employee of MLS shall be superseded by the definitive agreement that results from this bid evaluation process. Oral communications by MLS to bidders shall not be considered binding on it, nor shall any written materials have provided by any person other than MLS.

d) Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against MLS or any of their respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arisingunder a definitive service agreement with the bidder in accordance with the termsthereof).

e) Until the contract is awarded and during the period of the contract, bidders shall not, directly, or indirectly, solicit any employee of MLS to leave MLS or any other officialsinvolved in this bid evaluation process to accept employment with the bidder, or anyperson acting in concert with the bidder, without the prior written approval of MLS.

f) MLS may terminate the RFP process at any time and without assigning any reason. MLS makes no commitments, express or implied, that this process will result in a business transaction with anyone will not be responsible for any claim in this regard.

g) The bidder's participation in this process may or may not result in MLS selecting thebidder to engage towards the execution of the subsequent contract.

### 3.15.4 Right to the Content of Bid

All bids and accompanying documentation of the bid will become the property of MLS and will not be returned after the opening of the technical bids. MLS is not restricted in its rights to use or disclose any or all the information contained in the bid and can do so without compensation to the bidders. MLS shall not be bound by any language in the bid indicating the confidentiality of the bid or any other restriction on its use or disclosure.

### 3.15.5 Disqualification

The bid is liable to be disqualified in the following cases or in case the bidder fails to meet the bidding requirements as indicated in this RFP:

1. If the bid does not comply with the requirements of this RFP
2. If the bid does not follow the format requested in this RFP or does not appear toaddress the requirements of the MLS

3. If the bidder, during the validity of the bid, or its extended period, if any, increasestheir quoted prices.
4. If the bid is conditionally submitted
5. If the bid is received in incomplete form.
6. If the bid is received after the due date and time.
7. If the bid is not accompanied by all the requisite documents.
8. If the bid is not accompanied by the appropriate RFP document fee and EMD.
9. If the bidder provides a quotation only for a part of the project.
10. If the information submitted in a technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
11. If the financial bid is enclosed with the technical bid.
12. If the bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point in time during the bid evaluation.
13. In case any one bidder submits multiple bids or if common interests are found intwo or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.
14. Any bid received by MLS after the deadline for submission of bids shall be declaredlate and will be rejected and returned unopened to the bidder at the discretion of MLS.
15. While evaluating the bids, if it comes to MLS's knowledge expressly or implied, thatsome bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid then the bidders so involved are liable to be disqualified for this contract as well as for a further period of <five years>, from the date such bidder or Systems SI is found by MLS, from participation in any of the RFPs floated by MLS.
16. If the pre-qualification bid, technical bid contains any information on price, pricingpolicy, pricing mechanism or any pricing information of the bid.
17. Bidder fails to deposit the Performance Guarantee (PG) or fails to enter a contract as per the PBG submission timeline provided in BDS section or within the such extended period, as may be specified by MLS.

### 3.15.6 Acknowledgement of Understanding

By submitting a bid, each bidder shall be deemed to acknowledge that the bidder has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum, and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

### 3.15.7 Site Visit by Bidder

The bidder who wants to participate in the bidding process must have to visit and examine the site and take a brief about the project at the time specified by MLS in BDS.

The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

The Bidder shall not be entitled to hold any claim against MLS for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

Bidder has to give quotation for buyback of existing system. This quotation will not be considered for commercial evaluation. Bidder should take note of existing system while doing site visit as he has to quote for buyback.

### 3.15.8 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by MLS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

MLS will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### 3.15.9 Language

The bid should be filled by the bidder 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 provided by the bidders. For purposes of Proposal evaluation, the English translation shall govern.

If any documentary evidence for ‘experience required as per Eligibility Criteria provided in this RFP document’ is in other languages, a true translation of the copy attested by authorized signatory shall be enclosed.

### 3.15.10 Venue and Deadline for Submission of Bids

The response to this RFPs must be submitted on the eProcurement portal (https://mahatenders.gov.in) by the date and time specified in the BDS section of this RFP.

### 3.15.11Late Bids

Bids submitted after the due date will not be accepted by the e-Procurement system (https://mahatenders.gov.in) and hence will automatically be rejected. MLS shall not be responsible for any delay in the online submission of the bid.

## 3.16 TOTAL BID EVALUATION

- All the qualified bidders shall be formally informed about the Financial Bid opening event.

- Under QCBS selection, the technical bids will be allotted weightage of 80% (Eighty percent) while the commercial bids will be allotted weightages of 20% (Twenty percent).

- The Bid with the lowest cost may be given a commercial score of 100 (One Hundred) and other proposals given commercial scores that are inversely proportional to their prices with respect to the lowest offer. Similarly, the Bid with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (one Hundred) and other proposals be given technical score that are proportional to their marks with respect to the highest technical marks.

- The total score, both technical and commercial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the bidders will be ranked in terms of the total score obtained.

- The Bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3 etc.

- The Bid securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be ranked as H-1 and will be invited first for negotiations

- An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$\boldsymbol{Evaluated\ Bid\ Score\ (B) = \left[\frac{C\ low}{C}\ X\ 20\right] + \left[\frac{T}{T\ high}\ X\ 80\right]}$$

**where,**

C = Evaluated Bid Price

C low = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T high = the Technical Score achieved by the Bid that was scored best among all responsive Bids.

- The bidder with the highest final score shall be treated as the Most Advantageous Bid.
- The Secretary (1) (I/C), Maharashtra Legislature Secretariat, reserves the right to accept or reject the recommendation made by Selection Committee, without assigning any reasons thereof.
- If required, The Secretary (1) (I/C), Legislature Secretariat, Maharashtra may vary the quantity or number of items mentioned or both from the list of BOM (Specially for items for which item-wise rates are asked separately).

## 3.17 APPOINTMENT OF SYSTEM INTEGRATOR (SI)

### 3.17.1 Award Criteria

MLS will award the contract to the successful bidder whose bid has been determined as the most responsive bid as per the bid evaluation process outlined above.

### 3.17.2 Right to Accept any Bid and to Reject any or all Bid(s)

MLS reserves the right to accept or reject any bid, to annul the bid evaluation process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MLS action.

### 3.17.3 Notification of Award

Prior to the expiration of the validity period, MLS will notify the successful bidder in writing through a letter of Intent (LOI), that their bid has been accepted. In case the bid evaluation process has not been completed within the stipulated period, MLS may request the bidders to extend the validity period of their bid.

The decision to extend the validity period of a bidder's bid shall be the bidder's sole prerogative.

### 3.17.4 MLS Contract Finalization and Award

MLS shall reserve the right to negotiate with the bidder(s) as per the guidance provided by Central Vigilance Commission (CVC).

On this basis the draft Master Service Agreement would be finalized for award & signing.

### 3.17.5 Performance Bank Guarantee (PBG)

i) On receipt of a letter of intent (LOI) from MLS, the successful bidder will furnish a performance guarantee of **3%** of contract value, in favor of "The Secretary (1), Maharashtra Legislature Secretariat," payable at Mumbai, by way of Performance Security/Guarantee for total contract period on or before the signing of the subsequent

contract, withinthe period mentioned in BDS section of this RFP, from notification of award, unlessspecified to the contrary (Performance Guarantee).

j) In case the successful bidder fails to submit the Performance Guarantee within the time stipulated, MLS may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the bidder, in addition to any other right available to it under this RFP.

k) The Performance Guarantee furnished by the successful bidder shall be in the manner prescribed in the RFP format of **Performance bank guarantee**".

l) The successful bidder shall ensure, the Performance Guarantee is always valid during the term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms, defect liability period or payment of final bill whichever is later.

m) If the bidder fails to perform the task in time the Performance Bank Guarantee will be forfeited as a penalty for a delay of work.

n) The MLS may invoke the Performance Guarantee in the event of a material breach by the successful bidder leading to termination for material breach.

o) All charges whatsoever such as premium, commission, etc., with respect to the preparation of the demand draft of the Performance Security/Guarantee deposit, shall beborne by the successful bidder.

p) No interest shall be payable on the amount of the Performance Security/Guarantee deposit.

q) MLS shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee deposit amount, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

r) The EMD deposited at the time of bid submission would be returned to the successfulbidder on the submission of the Performance Guarantee.

### 3.17.6 Assurance Bank Guarantee

The successful bidder has to give work assurance in the form of a Bank Guarantee at the time of signing the contract agreement. The value of this Bank Guarantee will be 5% of the contract Value. This Bank Guarantee is the assurance that the work related to the conference system will be completed in the given timeline and the assembly sessions may not get disturbed due to non-completion of work. Assembly sessions must run on time and no excuses will be entertained by MLS for delays in work. This Bank Guarantee will be forfeited by MLS if the work is not completed in the given timeline. The Assurance Bank Guarantee shall be released after final commissioning.

### 3.17.7 Signing of Contract

After receipt of a valid Performance Guarantee from the successful bidder, the parties shall execute an MSA, incorporating all clauses, pre-bid clarifications and the bid of the bidder including RFP and published corrigenda, between MLS and the successful bidder.

### 3.17.8 Failure to Agree with the Terms and Conditions of this RFP

Failure of the successful bidder to agree with the Draft MSA and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MLS may award the contract to the next best value bidder (i.e., the next bidder secured with highest composite bid score) or call for new bids from the interested bidders.

In such a case, the MLS shall invoke the PBG of the successful bidder.

### 3.17.9 Applicable Law

The contract shall be interpreted in accordance with the prevailing laws of the Govt. of India and the Government of Maharashtra.

### 3.17.10 Governing Language

All correspondences and other documents pertaining to the Project Implementation and Maintenance which are exchanged between the parties, shall be written in the English language.

## 3.18 TERMINATION

### 3.18.1 Termination for Material Breach

a) In the event that either Party believes that the other Party is in Material Breach of its obligations, such aggrieved Party may terminate the Contract Agreement upon giving a one-month notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the Purchaser or Implementation Agency, as the case may be will have the option to terminate the Contract Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:
   - If the Implementation Agency is not able to deliver the services as per the SLAs defined in RFP which translates into Material Breach, then the Purchaser may serve 30 days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Purchaser will have the option to terminate the Agreement. Further, the Purchaser may offer a reasonable opportunity to the Implementation Agency to explain the circumstances leading to such a breach.

b) The Purchaser may by giving a one month's written notice, terminate the Agreement if a change of control of the Implementation Agency has taken place.
c) In the event that the Implementation Agency undergoes such a change of control, Purchaser may, as an alternative to termination, require a full Performance Guarantee for the obligations of the Implementation Agency by a guarantor acceptable to the Purchaser or its nominated agencies. If such a guarantee is not furnished within 30 days

of the Purchaser's demand, the Purchaser may exercise its right to terminate the Agreement in accordance

d) with this Clause by giving 15 days' further written notice to the Implementation Agency.
e) The termination provisions set out in this Clause shall apply mutatis mutandis to the SLA.

### 3.18.2 Effects of Termination

a) In the event that Purchaser terminates the Agreement pursuant to failure on the part of the Implementation Agency to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Implementation Agency may be forfeited.

### 3.18.3 Termination due to bankruptcy of Implementation Agency

The Purchaser may serve written notice on Implementation Agency at any time to terminate the Agreement with immediate effect in the event that the Implementation Agency reporting an apprehension of bankruptcy to the Purchaser or its nominated agencies.

# 4 SCOPE OF WORK

## 4.1 ORGANIZATIONAL OVERVIEW

### 4.1.1 Maharashtra Legislature

The Government of India Act, 1935 provided for the election of representatives of the people in the Legislature. According to this Act, the Bombay Legislature came into existence as 'Bombay Legislative Council and Bombay Legislative Assembly' in July 1937. After independence, in accordance with the provisions of the Constitution, the 'Maharashtra Legislature' came into existence on May 1, 1960, after the establishment of the 'State of Maharashtra' under the State Reorganization Act.

The above figure depicts the overview of the State Legislature, which consists of the Governor and the two Houses, namely the Maharashtra Legislative Council and the Maharashtra Legislative Assembly and is collectively referred to as the 'Legislature'.

#### 4.1.1.1 Maharashtra Legislative Council:

The Legislative Council (Vidhan Parishad) is referred to as the Upper House, consists of 78 members elected by teachers, graduates, Local Self-Government, the Legislative Assembly Members, and members nominated by Governor. The key function of Legislative Council is advisory in nature for review and approval of various bills referred by Legislative Assembly.

#### 4.1.1.2 Maharashtra Legislative Assembly:

The Legislative Assembly (Vidhan Sabha) referred to as the Lower House, represents the people of the State through 288 members who are directly elected by the people based on elections held generally every five years. The members of the Legislative Assembly elect theirPresiding Officer known as the Speaker. The Speaker presides over the meetings of the House and conducts its proceedings.

#### 4.1.1.3 The key functions of the Legislative Council and Legislative Assembly are as follows:

s) To enact legislations

t) To control the Executive (Government of Maharashtra) through questions, motions,resolutions, committees, and other parliamentary devices

u) To control the finances through general discussions on budget, the device of token cuton demands and discussions on finance bills and appropriation bills.

v) Discuss various bills, policies and committee reports and recommend it to LegislativeCouncil

w) Conduct the various type of motions such as calling attention, no-confidence motions,condolences / congratulatory motions

Generally, Winter sessions of the Legislature are held in Nagpur every year. While the budget session and the monsoon session are held in Mumbai,

### 4.1.2 Maharashtra Legislature Secretariat

As per the provisions of Article 187 of the Constitution of India, there is an independent body called 'Legislature Secretariat' to look after the administrative functioning of the Legislature. The Secretariat is governed by and functions under the control of the Legislature which includes the Governor and the Presiding Officers of both the Houses.

The Legislature Secretariat, headed by The Secretary (1) (I/C), consists of 36 branches (departments) with a sanctioned strength of 843 officers and staff.

The above figure depicts the key branches of MLS which are associated with the Legislative Council (Vidhan Parishad) and Legislative Assembly (Vidhan Sabha). There is a separate department for each various 20 committees (branch D1 to D20), and other branches.

The branches A, B and F are associated with Legislative Assembly (Vidhan Sabha), whereas the branch E1 and E2 are associated with Vidhan Parishad (Legislative Council). Similarly, the branches C1, C2, C3 and C4 are associated with the Establishment functions of MLS.

## 4.2 DETAILED SCOPE

The Bidder's scope of work shall include, but not be limited to, the following, as per the specifications of this Bid document:

a) System design & engineering, supply, installation, commissioning, configuration & integration of total solution for various locations as per the Bill of Material (BoM) as given in the Scope of Work (SOW).

b) MLS will provide 230V AC power points to the initial input point thereafter it is the responsibility of SI/Contractor.

c) All the cables, which are coming in and going out of the supplied equipment, shall have to be routed properly in vertical or horizontal planes along the wall. C-channels/cable trays of suitable dimension (matching the colour of the walls) are to be used for the same. Under the observation of the Technical Consultant.

d) Transportation & delivery of the total equipment and associated items at sites as per BOM.

e) Providing safety/security of the equipment, installation materials & test equipment etc. during the shipment, storage, installation & commissioning, till the systems are handed over to MLS.

f) Site Acceptance Testing (SAT) covering the commissioning of the complete system at the site will be done by the consultant.

g) Providing comprehensive on-site 3-year Guarantee and 2-Years Warranty for the performance of all supplied items for the period of 5 years & technical support during the warranty period in accordance with the specifications as specified in the bid document. During the warranty period, any software upgradation of the supplied system will be done without any cost implication to MLS.

h) Under warranty, in case of any failure of the supplied items, the same shall be rectified/restored as per the resolution time of the site from the placement of first service call without any cost implication.

i) Bidder shall arrange for the commissioning spares of all systems, sub-systems & equipment that may be required during the commissioning & guarantee period separately at his own cost.

j) Any third-party software used needs to be renewed every year for 5 years on an hourly basis.

k) Supply of one set of technical literature, drawings & documentation (as defined in Bidder Data Requirement) for the complete system per site.

l) Manpower support for the master control room and operational area is mentioned below at the time of assembly sessions. i.e. 90 days or as per instructions of MLS officials. 1 engineer will be placed at MLS on a permanent basis till the completion of the contract period

| Sr. No | Profile of Resource | Technical Qualification | Experience | Qty |
|---|---|---|---|---|
| 1 | System Engineer | BE/Diploma in Electronics and telecommunication | 8 years | 2 |
| 2 | Asst. System Engineer | BE/Diploma in Electronics and telecommunication | 5 years | 2 |
| 3 | Audio Engineer | Diploma in Audio Video Engineering | 5 years | 1 |

m) The Bidder shall also carry out any other works (including supply) not mentioned above, but required for completing the work in totality.

n) OEM's technical team support at the time of installation/commissioning shall be provided.

o) The Bidder will be responsible for compliance with all statutory provisions related to minimum wages, Provident Fund, Employee's State Insurance, Service Tax etc. in respect of persons deployed by it in the MLS.

### 4.2.1 Additional Requirements / Scope of Work:

#### 4.2.1.1 Conference System:

- The system should offer redundancy at Central server, controller level and software.
- The system should have facility of single or multi cable conference network to transport audio, video and data. Solution should have component such as controller, chairman unit, delegate unit and related accessories.
- Legislative Assembly should have 328 Chairman / Delegate discussion units.
- Legislative Council should have 118 Chairman / Delegate discussion units
- Assembly Speaker and Chairman 6 units.
- Extra 10 No Chairman / Delegate discussion units.

- The controller should support Low Latency HD NDI multicast video stream distribution. The controller shall support min 32 Channels of audio are passed uncompressed over the network at 48kbps and up to 6 differed video streams.
- The system should have the facility of a single or multi-cable conference network to transport audio, video and data. The solution should have components such as a controller, chairman unit, delegate unit and related accessories.
- Controller shall support multi-cabling and automatic redundancy using an additional controller Supports interpretation languages up to 11 and should be capable of expanding to 32 languages. (MARATHI, HINDI & ENGLISH)."all menu tabs and titles should be in Marathi on delegate screen.
- The controller should have a facility of the Title of the meeting, Meeting timer, Speaker list, Delegate speech timers, and Group list, Group speech timers should support scalable software architecture of the interactive, paperless conference functionalities like document sharing, agenda and delegate list. Web Servers with User-friendly Interfaces must have a Hot swap of control units if 1st controller will fail to work then the backup controller should take the conference system.
- Digital Multimedia Table Top Chairman/Delegate unit for conference systems should be provided with at least a 15” capacitive touch screen or better, a Customized-adjustable touchscreen that you can angle into different positions, from 45 to 60 degrees and integrated, Microphone, speaker and electronic voting. The language of the Multimedia system should be Devenagri in script with a preference for the user to select Hindi or English as other languages, It should give functionality like participants can speak, see, hear, and interact with different participants.
- The Chairman / Delegate unit should have a Configurable Microphone activation button for microphone status, Integrated loudspeaker, must have 1 nos USB.
- Chairman / Delegate unit should have a Built-in loudspeaker, automatically muted when the microphone is active. 3.5 mm stereo headphone connector Volume and language selection on touchscreen Active Speaker / Request.
- The Chairman / Delegate unit should have support for Voting and Voting result visualization.
- The Chairman / Delegate unit should have the support of Agenda and meeting data browsing. Customer (MLS) logo should be shown on the home screen.
- The Chairman / Delegate unit should support documents: pdf, Image files, etc. It shall be possible to set up an intercom/text conversation between units Unit.".

- Interpretation Unit: ISO20109:2016 compliance Interpretation unit for conference systems. An Ergonomic division between controls & display and an Intuitive layout of controls Push buttons with LED/LCS indicator Unit should support Visual feedback of selected relay, outgoing channel, muted incoming and outgoing channels and floor channel. A visual representation of the interpretation level. Braile for visually impaired interpreters and interface 5/6 relays and A/B/C channel selection Built-in hearing protection.
- The conference system solution should have a Video input interface module to insert or extract video streams anywhere on the conference network, take presentations, record video from a camera or a video conference and make it available to any participant. Support for all formats up to 1080p/60 or better Supports up to 4/6 video simultaneous streams to be injected to the Conference network, Possibility to combine several input boxes in a group.
- Video output interface module to extract any video stream from the conference network to an external device. A video outbox can display one of the 4/6 video streams available on the conference network Support for all formats up to 1080p/60. Several video output boxes can be combined in a video output group.
- Headphones should be provided to each delegate/Chairman unit for language interpretation setup. The single headphone jack should provide the audio output of, Conference and PC.
- The screen should have a volume key, mute function and one hard button for selection between conference and browser. The system should have 32 GB RAM and 64 GB SSD.
- Software bundle required in accordance with above-explained requirements
- The software interacts with the central conference unit to enable various functionalities and views on the conference. Microphone activation control via the synoptic layout, microphone number list or delegate name. Controlling the conference mode settings, Speech time management. Start/Stop or pause a meeting.
- Signage Software / OS Software can be used to display information automatically to the delegate in the room using large screens or a projector. Signage software Displays: Title of the meeting, Meeting timer and Speaker list. Delegate speech timers, Group lists and Group speech timers. A synoptic view of the room with microphone activity, An agenda with the current agenda item. Voting results (Pie chart, Bar chart, etc.). Nominative lists, voting synoptic.

- Voting plugin software control, and monitor the voting sessions in a meeting managed by the software. Feature: Agenda/Voting Timer, Define voting, Define who can participate in the voting. Define who can see the overall results, printing the voting agenda. Enable quorum, Vote indication. Voting correction, voting templates. Hung vote solution. Option to select multiple voting options, Define who can see the individual voting results, Voting rights and the weight of separate delegates.
- Authentication plugin software enables the use of badges for delegate identification and voting purposes. Features: Writing badges, Reading badges, Add backup badges. Users identify themselves to the system using their badge.
- Interpretation allows you to configure the language channels in the conference system, used for simultaneous interpretation.
- Import/Export software is a module which allows a transparent and easy interaction with third-party software,
- Messaging is an optional module that permits delegates on multimedia units to send messages to each other in a secured environment. Features: Allow inter-delegate messaging."
- Audio Routing software allows you to configure the audio routing options. It provides a detailed and effortless configuration of inputs and outputs, visualized by a matrix. Creating groups of audio input and output components (microphones, auxiliary input/output, Dante input/output etc.), controlling the audio routing matrix Configuration of interpreter channels to external channels Features: Endless options for input & output, convenient visualization. Grouping & configuration options"
- Video Routing software allows you to configure the video input/output devices in the Conference network. Convenient visualization. Possibility to push video streams to all Multimedia units from the operator application.

**Audio Limiter:**

Being an assembly and discussion environment there may be variations of different levels of audio and different frequency & tone will have appeared. The solution must be capable enough to maintain the audio parameters controlled and the lossless ducking option.

### 4.2.1.2 Audio and Sound System (for each house):

- Flush mount modular Gooseneck Microphone with RGB LED ring will be provided as a backup microphone for the conference system as well as any other additional requirement of sound reinforcement application.
- 40-Input, 25-Bus Digital Mixing Console with 32 Programmable Preamps should be provided to have proper frequency, effect and level management of the conference system and additional microphone and audio inputs given to the solution.
- An I/O rack with 16 microphone/ line inputs and 8-line outputs to connect to AES50 / MADI / Digital stage box interface should be provided to have digital connectivity.
- Headphone Distribution Amplifier
- A powered Digital Steerable Column Array will be provided in the assembly house with the support of multipurpose surface mount speakers to have complete equal audio / sound distribution. The passive speaker should have Class D amplification and a digital signal processor.
- Passive Column Array Loudspeaker with 26 or more Drivers will be provided in the Parishad house with the support of multipurpose surface mount speakers to have

complete equal audio/sound distribution. The passive speaker should have Class D amplification and a digital signal processor.

### 4.2.1.3 UPS Power Solution:

- 60KVA, 3ph: 3ph, ±240V, dual Input, 5" touch Screen LCD with In-Built Isolation Transformer.
- Three Phase Input and Three Phase Output Online UPS System.
- Cost of 40 Nos. of 12V / 200 AH SMF Batteries make backup approx. 60 min
- Remake for accessories: Extra MCCB 160 / 3- POLE & Battery Breaker
- Suitable Battery Rack
- Battery Interconnecting Copper cables Link set

### 4.2.2 Comprehensive AMC Coverage for Hybrid Multimedia Conference System

The Hybrid Multimedia Conference System is a state-of-the-art solution that seamlessly integrates audio, video, and data conferencing capabilities. To ensure its optimal performance and longevity, an Annual Maintenance Contract (AMC) is an essential component. This write-up outlines the detailed coverage provided under the AMC for the system, including warranty and extended maintenance services.

**1 Warranty Period (First Five Years: 3+2):**

During the warranty period, which spans the first five years, the Hybrid Multimedia Conference System is protected against defects in materials and workmanship. The AMC System Integrator (SI) provides the following coverage:

**I. Software Support:**

a. Regular software updates and patches to ensure system stability, security, and compatibility with evolving technologies.

b. Troubleshooting and bug fixes for any software-related issues that may arise during the warranty period.

II. **Hardware Support:**

a. Comprehensive maintenance and repair services for all hardware components included in the Hybrid Multimedia Conference System.

b. Replacement of faulty or malfunctioning hardware parts, including audiovisual devices, control units, cables, connectors, and peripheral equipment.

**III. Manpower Support as per RFP:**

a. On-site technical assistance and support by skilled professionals for system installation, configuration, and initial setup.

b. Timely response to service requests and prompt resolution of any hardware or software issues encountered during normal system operation.

**2 Extended AMC Coverage (6th to 10th Year):**

From the sixth to the tenth year, after the warranty period has expired, the AMC coverage extends to include the following aspects:

**I. Software Support:**

a. Ongoing software updates to ensure continued compatibility, security, and performance optimization.

b. Troubleshooting and issue resolution for any software-related problems that may arise during system operation.

c. Assistance in upgrading software components to support new features or technologies, if required.

**II. Hardware Support:**

a. Comprehensive maintenance and repair services for all hardware components of the Hybrid Multimedia Conference System, ensuring its continued functionality and reliability.

b. Replacement or repair of faulty hardware parts, subject to availability and compatibility with the aging system.

**III. Manpower Support as Per RFP:**

a. On-site technical assistance and support for routine maintenance tasks and system modifications.

b. Availability of skilled personnel to address any hardware or software issues encountered during system operation.

c. Provision of training sessions for the system administrators to enhance their knowledge and skills in managing the Hybrid Multimedia Conference System.

## 4.3 SPECIAL CONDITION FOR SYSTEM INTEGRATOR:

- The Contractor will supply and install the equipment necessary to meet the requirements and provide all labour and materials, whether or not described in full, necessary to produce complete and fully operational systems in accordance with the intent of this document.
- The Contractor/ Agency must familiarize himself with the site drawings and the scope of the facilities that are required in the various areas. He should ensure that he is aware of the operational requirements under which the systems and associated facilities are to be installed and used.
- All employees used by the contractor to install this system must be competent technicians who are experienced in the installation and interconnection of professional audio-visual systems.
- Bidder shall be authorized by the manufacturer of the major components of the system to sell their products and initiate warranty service on the same items for this project. Major components of the system shall include, but not be limited to, data/video projectors, video processing equipment, audio processing equipment, power amplifiers, speakers, etc.
- A manufacturing authorization letter must be submitted for this Work addressing the Client stating that the bidder is authorized to provide sales and services on behalf of OEM for 10 years.
- In view of the above, commissioning and programming will have to be carried out to integrate all the system architecture hardware and software – to synchronies Audio, Video controlled through Control Processors, etc. complete.
- **Submittals:**
    - Compliance Statement- (Mandatory)
    - Datasheet- (Mandatory- Relevant Pages only)
    - Bill of Quantity- (Mandatory)
    - Drawings as required
    - Manufacture Authorization Letter (Mandatory)
    - OEM Certification (Mandatory)
    - No Deviation Certificate on the latter head (Mandatory)
- Makes and Models: - It is mandatory to provide the make and model of the items and their subcomponents as has been sought in the technical bid. Please note that

substituting the required information by just the brand name is not enough. Bidder should not quote hardware or software items which are impending End of Life or End of Support during the contractual period.

- Software, Drivers and Manuals: - The bidder shall supply along with each item, all the related documents, Software Licenses and necessary media of the software loaded in the equipment without any additional cost. The media and documents shall be in English. These will include, but are not restricted to, User Manual, Operation Manual, Other Software and Drivers etc.
- Warranty: The Contractor/ Agency shall Warranty that all provided material and equipment will be free from defects, and workmanship and will remain so, for a period of 60 months or more (DLP) from the date of final acceptance of the system by the Engineer In charge / Consultant.
- The Contractor/ Agency shall provide a summary of all equipment serviced quarterly during this Warranty period to the facility in charge or REC. The report shall clearly mention services rendered, parts replaced and repairs performed.
- SI will remove the Existing System as per BOM of the existing system.

## 4.4 PROJECT TIMELINE:

The high-level milestone dates in regard to this project are outlined below. You are to familiarize yourself with each of these requirements and ensure you have adequate resources to meet each of the key milestones stated.

- Un Installation / Dismantling of existing civil and electronic products including wooden panels, conference systems, speakers and all related accessories.
- Preparing and submission of shop drawing with 3D rendering related to interior and civil works. The integrator has provided detailed shop drawings for the electronic equipment as per the defined scope of work and technical compliance.
- Implementation of civil structure and renovation including electrical work.
- Laying raceway, conduit and related cable management as per shared SLD and shop drawings. Laying the related cables and installation of mounts accessories.
- Installation of the equipment and scope of work as per schedule chart.
- Prices shall be inclusive of the first 3-year Guarantee and 2 Years Warranty.
- Bidder had to quote separately for AMC from the 6$^{th}$ to the 10$^{th}$ year. This price will be considered for evaluating L1 prices. The maximum 3 bidders who have quoted the lowest AMC charges will get additional 5 Marks at the time of Commercial Evaluation.

- **The SI has to run Winter or any Emergency Assembly sessions of 2023 on New/Existing conference systems.**

The successful Contractor/Agency is to provide a tentative project schedule with all the timelines clearly highlighted as part of their response.

**Project Implementation Schedule**

| Sr. No | Particulars | Date | Remark |
|---|---|---|---|
| 1 | All the cabling and all related work of Storage Server and Ingest system should be completed | 25th October 2023 | |
| 2 | Installation, Testing, and Commissioning of Storage Server and Ingest system | 06th November 2023 | |
| 3 | Successful handover and running of the system | 16th November 2023 | |

**Note: -**

- **SI will not have permission to do the work at the time of sessions.**
- **If incase of any emergency session or extra days of session occurs SI will not have an excuse for delay in the schedule timeline.**
- **SI must follow the above timeline as there is no scope for delay in scheduled work.**
- **SI will be charged INR 1 Lakh per day penalty for delay in the work or as decided by the MLS.**

## 4.5 DELIVERABLES BY MLS

a) Supply of 230V AC to be made available at MCR, PCR, and CAR room.
b) PCR table as per the requirement.
c) Civil work and carpentry work for all intermediate communication in between the hall, MCR PCR, car room etc. as per the requirement.
d) Required furniture will be made available as per the requirement.
e) Elevated Flooring for – car room production control room, and master control room.
f) False ceiling/floor ceiling for PCR MCR car room as per the requirement.
g) Air conditioning system as per the requirement
h) MLS will provide the required Electricity.
i) MLS will provide a lock & Key room for Storing our materials. subject to general control.

## 4.6 GENERAL GUIDELINES

a) The equipment shall conform to the international housing standard. Equipment racks and housing shall be protected against the entry of rodents, insects & lizards. (IP rating)

b) Equipment shall be of the latest version (HW & SW) meeting the state-of-the-art technology. The system shall have the capability for future enhancements in terms of equipping with advanced features with minimum changes in HW & SW. final approval shall be given by the consultant.

c) Equipment and all their associated items to be supplied under this contract shall be from OEM / authorised dealers.

d) All the equipment shall be fully modular in construction. All inter-equipment connections shall be from the rear of the equipment using pin connectors.

e) All the equipment shall have its own regulated power supply with fuses, isolators, etc.

f) All indications, test points, switches, etc. shall be located at the front panel of the equipment. Inter-module/unit connection employing external connectors shall be kept to a minimum.

g) Equipment shall be capable of functioning with minimum maintenance and shall be preferred to have no requirement for any preventive maintenance.

## 4.7 OTHER TERMS & CONDITIONS

The following special conditions of the contract shall supplement the general conditions of the contract. Whenever, there is a conflict, the provisions herein shall prevail over those in the General Conditions.

a) The bidder shall be responsible for the complete supply, installation, integration, testing, commissioning, training, and documentation of the conference system.

b) The quoted price shall include supply, installation, integration, testing, commissioning, and training, including project management, transportation, related civil, cabling, documentation,

c) insurance, taxes, overloads, duties etc., necessary for providing the complete facilities and services as described in the tender document.

d) The bidder has to mandatorily quote for all the BOM items and the work order shall be awarded to the overall R1 bidder after the technical evaluation.

e) The bidder should not quote End-of-Life, End-of-Support and near End-of-Life or near End of Sale or near End-of-Support products as on the date of bid submission.

f) All equipment and sub-equipment (sub-system) supplied and installed at the stipulated locations shall be NEW and respective OEM make and confirming to the contract

technical specifications. Before supplying, the certificate of the newness (unused and latest manufactured) from OEM shall be submitted by the supplier.

g) The OEM should ensure support for the offered equipment's for the next 10 years from effective date of the contract.

h) Undertaking from the OEM to be submitted in original with the BID.

i) The Bidder shall ensure that no other equipment/structure/setup gets damaged due to their activities. Any damages if caused to MLS's property due to Bidder's negligence shall be passed on the Bidder's account.

j) Bidder shall supply original & licensed versions of supplied software packages and the licenses shall be submitted along with software.

k) The Bidder also has to indicate the technical details and/or deviations, if any, as compared with the specifications given under the 'Bill of Material' column.

l) All supplied materials/items shall meet the requirements and specifications as defined elsewhere in the bid document.

m) The design & workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Wherever the technical specifications are mentioned in addition to those contained in the standard codes and specifications, those additional requirements shall also be satisfied.

n) Where it is mentioned in the specification that the Bidder shall perform certain work for completing the project in totality, it is understood that the Bidder shall do so at his own cost and the contract price shall be deemed to have included the cost of such performances and provisions, so mentioned.

o) Bidder shall bring all instruments/test equipment as may be necessary for the implementation & end-to-end testing under the project. For utilizing MLS's equipment (if available at the site) prior consent shall be obtained from MLS.

p) MLS reserves the right to modify the system requirements till such time the system is ready for final acceptance.

q) Bidder shall undertake to meet the revised requirements without any charges to the MLS, provided no additional equipment is required. In case any additional equipment is required for fulfilling the revised requirements, Bidder shall supply the same with the owner bearing the cost of the equipment.

r) During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to MLS, who shall give their decision in the matter and the decision shall be final and conclusive.

s) The Bidder at his own cost shall carry out, all tests in the field and at their premises concerning the execution of the work and supply of materials to meet the overall requirements of the contract.

t) Bidder has to prepare a list of all old systems being taken back from MLS indicating Item name, make, model & Serial No. (Where applicable) and submit to the MLS in hard copy as well as soft copy.

u) Bidder has to provide a certificate from the authorized collection center (s) or registered dismantler(s) or the recycler(s) certifying that the old systems have been channelized to them OR Bidder has to provide the certificate from the respective equipment producer that the old systems have been returned to them under the pick-up and take back services provided by the producer/OEM.

## 4.8 SUPPLY CONDITIONS

All equipment and sub-equipment (sub-system) supplied and installed shall be from respective OEM make and confirming to the contract technical specifications. During the installation, the certificate from OEM shall be submitted by the supplier.

End-of-Life (EOL), End-of-Support (EOS) and near EOL and near EOS products shall not be quoted by the bidder.

Quoted product components should have a minimum of 10 years of End-of-Life (EOL), End-of-Support (EOS) and near EOL and near EOS. Supply support of components should be for 10 years.

The Bidder shall ensure that no other equipment/structure/setup gets damaged due to their activities. Any damages if caused to MLS's property due to Bidder's negligence shall be passed on the Bidder's account.

## 4.9 COMPLETION SCHEDULE / CONTRACT PERIOD

Bidder shall complete Supply, Installation, Testing, and Commissioning as per Scope of Work within 6 months from the date of execution of Contract Agreement with MLS. All equipment & overall solution will be in 3-year Guarantee and 2 Years Warranty period from the date of acceptance.

## 4.10 INSTALLATION AND PRE-COMMISSIONING

### 4.10.1 Installation

a) Bidder shall offer the services of an installation team to take up the job of installation and commissioning of supplied systems with all associated items as defined in the scope of work, to complete the project in all respects.

b) All the pre-requisites regarding site readiness have to be clearly intimated to MLS in advance and if needed, Bidder can visit the SITE(S) in advance and check for the readiness for power, housing, installation/operation etc. of the SYSTEM(S) at SITE(S). Bidder shall make recommendations on any of the parameters in case the same is not found in acceptable range, before the supply of the items.

c) On completion of the placement, Bidder shall get the Bill of Material checked and signed by MLS's site BIS Coordinator, carry out the installation, and show the

SYSTEM(S) in working order to MLS's site BIS-Coordinator at SITE(S). The Bidder shall configure the SYSTEM(S) as per the detailed discussions held at SITE with MLS Team.

d) On successful completion of the Installation of the SYSTEM(S), Bidder shall submit the installation report along with the SYSTEM(S) configuration report, results of diagnostic tests run, etc. to MLS. Installation report has to be submitted by the Bidder mentioning all the serial numbers of the supplied equipment.

e) Prior to installation, all equipment shall be checked for completeness as per the specifications of equipment required for a particular location. Installation shall be carried out in accordance with the installation manuals and approved installation drawings in the best workmanship and standard engineering practice.

f) Bidder shall bring all installation tools, accessories, special tools, spare parts etc. at his own cost, as required for successful completion of the project.

g) If during installation and commissioning any repairs are undertaken, Bidder shall arrange his own spare parts for such activities till such time the system has been finally accepted by MLS & the project is declared commissioned.

h) Bidder shall include all installation materials required for proper installation of the equipment. These shall include, but not be limited to, all connectors, inter bay and inter equipment cables, power distribution boxes, etc.

### 4.10.2 Pre-Commissioning

a) Upon completion of the installation of equipment, commissioning of the individual System shall be done and all the performance parameters & functionalities shall be checked (as per specifications) jointly by Bidder & MLS's representatives. The installation & commissioning includes the necessary configuration of supplied systems as well as existing systems. It will be the total responsibility of the Bidder to install all the supplied material and any additional equipment/material required to carry out the job as per the requirement of the contract. The correctness and completeness of the installation as per the manufacturer's manual & approved installation documents shall be gauged leading to pre-commissioning activities at site.

b) A list of pre-commissioning tests and activities shall be prepared by the Bidder and the tests shall be carried out as approved by the MLS. After the successful completion of the tests, the system shall be put into operation.

c) All technical personnel assigned by the Bidder shall be fully conversant with the system specifications and requirements. They shall have the specific capability to make the system operative efficiently and shall not interfere and be interfered with by other construction/commissioning activities. They shall also have the capability to incorporate any minor modifications/suggestions put forward by the owner.

## 4.11 INSPECTIONS AND TESTING

MLS reserves the right to inspect and test the equipment at all stages of installation and commissioning of the system, etc.

It shall be explicitly understood that under no circumstances any approval of MLS or his representative shall relieve the Bidder of his responsibility for the guaranteed performance of the system and its constituents.

The inspection shall be carried out after the receipt of material at site before final acceptance of the system and prior to that test plan are to be submitted.

## 4.12 ONSITE ACCEPTANCE TESTS (AT)

The bidder shall arrange for the required test equipment for measuring / demonstration of the performance parameters/features of the system. The test plan shall be submitted by Bidder before the start of OSAT. The test plan shall cover system functionality, interface, integration and performance criteria. OSAT shall comprise of completion of the following activities at all sites:

a) Checking the configuration as per the technical specifications.
b) Checking for proper installation of individual sub-systems as per the agreed installation drawings.
c) Overall system testing and functional integrity testing.
d) Performance testing of individual equipment.
e) Performance testing of the integrated system.
f) Self-diagnostic test on individual equipment.
g) Tests of alarms under various fault conditions.

After the successful completion of all the above tests, 4 hours continuous run of the complete systems for two days, covering all sub-systems, shall be performed in multi-conferencing mode for checking quality of Audio & Video at sites. During the test period the system should run without loss of any function, without any hardware or software/firmware failure. The entire test shall be restarted all over again in case of test failure.

These tests shall be conducted by the Bidder at his own expense to demonstrate the capability, guaranteed performance and compliance with the specifications. Copies of the test reports shall be submitted for overall system acceptance.

After successful completion of the test, the system shall be accepted and taken as commissioned.

## 4.13 ON-SITE WARRANTY

The System Integrator shall be guaranteed to give a specified performance for a period of five years from the date of acceptance of the system by the owner. This guarantee /warranty shall survive inspection of goods and acceptance of the system. Bidder's engineers should be capable of troubleshooting and looking after the health of the system during the guarantee/warranty period shall be made available all through the guarantee /warranty period of 5 years as & when required. Additionally, the following shall also apply:

a) During the guarantee/warranty, the Bidder shall use his own instrument, spares, man-hours, communication facilities, hardware, software, materials, etc. for the rectification of any problem.

b) Bidder shall provide the total maintenance of equipment/systems during the guarantee /warranty period at sites. It shall include free provision of spare parts and replacement of any hardware as and when necessary.

c) During warranty period besides service/maintenance of Hardware, System Software and its Peripherals, all software/firmware upgradation, removing viruses, bugs/patches and services shall be provided at no additional cost by the vendor.

d) Any system failing at sub-system level at least three times in three months, displaying chronic system design or manufacturing defects or quality control problems shall be totally replaced by the vendor at his cost and risk within 30 days.

e) Supplier will maintain enough spares in India so as to provide satisfactory on-site comprehensive maintenance services during the warranty period.

f) Total accumulated Non-performance deduction shall be restricted to 10% of contract value and shall be adjusted against final payment/ bank guarantee.

g) These items supplied in this order may be transferred to other locations in future as per the requirement. The Onsite Comprehensive Warranty shall be extended at the new locations also.

h) All services, work, and deliverables will be performed by qualified personnel in a professional and workman-like manner, in accordance with the level of industry standards. In addition, the Bidder warrants that the performance of work will not violate any law, rules or regulations and Contactor will acquire all required permits and licenses.

## 4.14 TRAINING

The Bidder shall arrange workshop and training sessions for 4 days two times a year for 2 years to MLS officials as per OEM standards. These pieces of training shall be carried out at respective sites.

Bidder shall provide comprehensive documentation, course materials, manuals, literature, etc. as required for proper training of owner's personnel at his own cost. After the completion of the course, all such materials shall become the property of MLS.

### 4.14.1 Develop Overall Training Plan

SI shall be responsible for finalizing a detailed Training Plan for the Capacity Building program in consultation with MLS covering the training strategy, training need analysis and role-based training curriculum. SI shall own the overall Training plan working closely with the MLS. SI shall coordinate overall training effort in consultation with MLS. The Training Plan prepared by SI shall be validated and approved by MLS.

### 4.14.2 Deliver Training to Trainers

MLS shall assess and select the internal trainers who can conduct the end user training subsequent to the training by the SI. SI shall coordinate the 'Train the Trainer' session for the identified trainers to ensure that they have the capability to deliver efficient training. This group will be considered as Special Group.

### 4.14.3 Change Management/ Refresher Trainings

The MLS Stakeholder can be categorized into different groups, based on their influence and role in managing the change and making it successful. It is expected from the SI to provide training material mentioned above during the change management/ refresher trainings.

# 5 PROJECT MANAGEMENT AND GOVERNANCE

## 5.1 PROJECT GOVERNANCE

As the owner of the Project, the role of MLS in the successful implementation of the project includes constituting the Project Implementation Committee for facilitating the smooth implementation of the project:

### 5.1.1 Project Implementation Committee (PIC)

x) The project implementation committee will be headed by The Secretary (1) (I/C), MLS.

y) The PIC shall consist of the top officials of MLS, representatives from the Project Management Consultant and the SI. This committee will be the nodal point for this project and will be responsible for making key decisions, vendor evaluation and monitoring the overall direction of the project. The committee will play a major role in the successful implementation of the project at the field level.

### 5.1.2 Roles and Responsibilities of Project Management Consultant

MLS has appointed a Project Management consultant (PMC), who shall work with MLS, and MLSCommittees/Teams for the periodic review of project plans, key documentation, SLA monitoring and other project management activities on behalf of MLS. The role of the technical consultant will be as per the terms and conditions of the performance guarantee accepted by him

### 5.1.3 Roles and Responsibilities of System Integrator (SI)

SI shall work in close coordination with MLS, the Project Management Consultant, and other stakeholders for this project to execute the project as per the scope of work of this RFP.

## 5.2 PROJECT MANAGEMENT OFFICE (PMO)

A Project Management office will be set up during the start of the project. The PMO shall at least include a designated full-time Project Manager from SI. It will also includekey persons from other relevant stakeholders including MLS officials and other officials/representatives by invitation. The operational aspects of the PMO need to be handled by the SI including maintaining weekly status reports, minutes of the meetings, weekly/monthly/project plans, etc.

PMO will meet formally on a weekly basis covering, at a minimum, the following agenda items:

a) Project Progress

b) Delays, if any – Reasons thereof and ways to make up lost time

c) Issues and concerns

d) Performance and SLA compliance reports

e) Unresolved and escalated issues

f) Change Management - Proposed changes if any

g) Project risks and their proposed mitigation plan

h) Discussion on submitted deliverable

i) Timelines in deliverables if any

j) Any other issues that either party wishes to add to the agenda.

During the development and implementation phase, there may be a need for more frequent meetings and the agenda would also include:

a) Module development status

b) Testing results

c) IT infrastructure procurement and deployment status

d) Progress status of Civil works and Electrical work

e) Status of setting up/procuring of the Helpdesk, DC hosting, Bandwidth procurement,etc.

f) Any other issues that either party wishes to add to the agenda.

SI shall recommend a PMO structure for the project implementation phase and operations and maintenance phase.

## 5.3 STEERING COMMITTEE

The Steering Committee will consist of senior stakeholders from MLS, its nominated agencies and SI. SI will nominate its Chief expert officer level, his/her immediate subordinate to be a part of the Project Steering Committee.

The SI shall participate in monthly Steering Committee meetings and update Steering Committee on Project progress, Risk parameters (if any), Resource deployment and plan, immediate tasks, and any obstacles in the project. The Steering committee meeting will be aforum for seeking and getting approval for project decisions on major changes etc.

All relevant records of proceedings of the Steering Committee should be maintained, updated,tracked, and shared with the Steering Committee and Project Management Office by SI.

During the development and implementation phase of the project, it is expected that there will be at least monthly Steering Committee meetings. During the O&M phase, the meetings will be held at least once a quarter.

Other than the planned meetings, in exceptional cases, MLS may call for a Steering Committee meeting with sufficient prior notice to the SI.

## 5.4 PROJECT MONITORING AND REPORTING

The SI shall circulate written progress reports at agreed intervals to MLS and other stakeholders. The project status report shall include Progress against the Project Management Plan, the status of all risks and issues, exceptions, and issues along with recommended resolution etc.

Other than the planned meetings, in exceptional cases, a project status meeting may be called with prior notice to the SI. MLS reserves the right to ask the bidder for project review reports other than the standard weekly review reports.

## 5.5 RISK AND ISSUE MANAGEMENT

The SI shall develop a Risk Management Plan and shall identify, analyze, and evaluate the project risks, and shall develop cost-effective strategies and action plans to mitigate those risks.

The SI shall carry out a Risk Assessment and document the Risk profile of MLS based on the risk appetite and shall prepare and share the MLS Enterprise Risk Register. The SI shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with MLS.

The SI shall monitor, report, and update the project risk profile. The risks should be discussed with MLS and a mitigation plan be identified during the project review/status meetings. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

## 5.6 TRANSITION AND EXIT MANAGEMENT

a) The bidder shall submit a structured & detailed transition and exit management plan along with its technical bid. MLS will evaluate all the Transition and Exit management plans submitted by various bidders. MLS will adopt the best plan which will be implemented by the selected SI. SI needs to update the Transition and Exit management on a half yearly basis or earlier in case of major changes during the entirecontract duration. The plan needs to be discussed and approved by MLS.

b) At the end of the contract period or during the contract period or contract termination, if any other agency is identified or selected for providing services related to SI's scope of work, the SI shall ensure proper and satisfactory Transition is made to the other agency. In case MLS wants to take over the project itself, then SI has to ensure a proper transition to the MLS team.

c) All risks during the transition stage shall be properly documented by SI and mitigation measures are planned to ensure a smooth transition without any service disruption.

d) SI shall provide necessary handholding and transition support. This includes:

   i. SI must ensure complete documentation for the entire system is handed overto

MLS/identified agencies.

ii. SI to hand over all AMC support-related documents, credentials etc. for all OEM products supplied/maintained by them.

iii. The SI must ensure that no end-of-support products (software/hardware) are existing at the time of transition in the MLS Conference system

iv. SI to hand over the list of complete inventories of all assets created for the Project

v. SI to assist the new agency/MLS in a complete audit of the system including system licenses and physical assets

vi. SI to give detailed walk-throughs and demos for the solution

vii. SI to hand over the entire software including the entire source code (including all proprietary software implemented for this project), program files, configurationfiles, setup files, project documentation, etc.

viii. SI is to provide shadow support for at least three months and secondary support for a further three months after the end of the O&M period or termination of a contract,as applicable at no additional cost to MLS.

e) SI shall address all critical and non-critical open issues at the end of the contract.

f) The SI shall provide all knowledge transfer of the system to the incoming SI to the satisfaction of MLS as per the specified timelines.

g) SI shall be released from the project once a successful transition is done meeting the parameters defined for a successful transition.

## 5.7 PLANNING AND SCHEDULING

The SI will prepare a detailed schedule and plan for the entire project covering all tasks and sub-tasks required for the successful execution of the project. The SI must get the plan approved from MLS at the start of the project and it should be updated every week to ensure tracking of the progress of the project.

The project plan should include the following:

a) The project breakup into logical phases and sub-phases

b) Activities making up the sub-phases and phases

c) Components in each phase with milestones

d) The milestone dates are decided by MLS in this RFP. SI cannot change any of the milestone completion dates. SI can only propose the internal task deadlines while keeping the overall end dates the same. SI may suggest improvement in project dates without changing the end dates of each activity.

e) Key milestones and deliverables along with their dates including those related to the delivery and installation of hardware and software

f) Start date and end date for each activity

g) The dependencies among activities

h) Resources to be assigned to each activity

i) Dependency on MLS

## 5.8 DOCUMENTATION AND REVIEW PROCESS

The SI shall prepare/update documents related to the entire project. The bidder has to prepare/update at least the following documents.

1. Project Commencement: Project Plan in MS Project giving out micro-level activitieswith milestones & deadlines
2. Original manuals from OEMs
3. Risk Mitigation Plan: Detailed list of the risks should be provided and a Mitigation plan for each of the risks identified. An escalation matrix for incident management should be prepared.
4. Process Documentation: The bidder shall be responsible for preparing process documentation related to the operation and maintenance of each component of the setup. The Standard Operating Procedures for the DR drills should alsobe provided.
5. The selected bidder shall document all the installation and commissioning proceduresand provide the same to the MLS within one week of the commissioning setup.
6. Documents on configuration of all devices and keeping backup of all configuration files, to enable quick recovery in case of failure of devices. Documentation should beprovided by the selected bidder on a regular basis as and when desired by MLS.

The SI shall obtain the sign-off from MLS for all the documents submitted for MLS Conference Project and shall make necessary changes as recommended by MLS before submitting the final version of the documents.

The SI shall maintain log of the internal review of all the deliverables submitted to MLS. The logs shall be submitted to MLS on request.

# 6 SERVICE LEVEL AGREEMENTS & PENALTIES

Service Level Agreement (SLA) shall become part of the contract between MLS and the successful bidder. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed performance indicators as detailed in this section. The successful bidder has to comply with service level requirements to ensure adherence to project timelines quality and availability of services.

The successful bidder has to supply software / automated tools to monitor all the SLAs mentioned below.

Note: Penalties shall not be levied on the successful bidder in the following cases;

- There is a force majeure event affecting the SLA which is beyond the control of the successful bidder
- The non-compliance to the SLA has been due to reasons beyond the control of the bidder.

**DEFINITIONS**

For the purpose of this service level agreement the definitions and terms specified in the contract along with the following terms shall have the meanings set forth below;

a) **Days:** All Working and Non-working days (365 days in a calendar year)

b) **The business hours** are 09:00 AM to 7:00 PM on all working days (Mon-Saturday) excluding weekend holidays (i.e., Sunday). as observed by MLS. The SI however recognizes the fact that MLS will require to work beyond business hours at time of Assembly sessions.

c) "Successful Implementation / Go-Live" will mean:

   i. Successful deployment, commissioning and UAT of the Conference System solutions/applications modules implemented during the Phase.

   ii. Training of all the trainees, trained on the Conference solutions/applications modules of that Phase.

   iii. Achievement of the Service Levels as expected during that Phase.

   iv. Acceptance / Sign off from MLS or its constituted committees or representatives.

**Measurement of SLA**

The SLA metrics provided specify performance parameters such as baseline performance, lower performance and breach. All SLA calculations will be done on a quarterly basis. The SLA also specifies the penalties for lower performance and breach conditions. Payment to the successful bidder is linked to compliance with SLA metrics.

The SLA parameters shall be measured per the individual SLA parameter requirements and

measurement methods, through appropriate SLA measurement tools to be provided by the SI and audited by MLS or its appointed consultant for accuracy and reliability. The system integrator would need to configure the SLA Measurement tools such that all the parameters as defined under the SLA matrix can be measured and appropriate reports be generated for monitoring compliance.

MLS shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit/review of the SLA parameters. There will be provision for re-assessment and the revision of service level agreements (SLAs) after three years so as to ensure that the SLAs get improved over time due to technological changes.

The total penalty to be levied on the SI shall be capped at 15% of the total contract value. However, MLS would have the right to invoke termination of the contract in case the overall penalty equals 15% of the total contract value. Penalty to be levied during the post-implementation period shall be capped at 15% of the OPEX value. MLS would also have the right to invoke termination of the contract in case the penalty crosses 15% of the OPEX value.

**Planned Downtime**

**Excluding Assembly Session period and Important days' mentioned by MLS officers from time to time. No downtime should be planned on these days. However, the successful bidder should take at least 7 days prior approval from MLS in writing for the planned outage, which should not be for more than 30 minutes and** would be in a lean period (non-movement period, like post-mid-night) and limited to maximum 4 outages in the year. Any planned / application/server downtime would not be included in the calculation of application/server availability In case of planned outages at the data Centre level, services of other data Centre services should be used to service the clients, while there would be no planned outages for conference systems.

The following table lays down the O&M SLA during the warranty period and the AMC period and will be a part of the agreement with the successful bidder.

| Parameter | Service Level | Penalty |
|---|---|---|
| System Uptime | Availability of the system: >=99% | Default will attract penalty as indicated below <99 % & >=97% (10% of the total quarterly payment for the respective quarter) <97% (20% of the total quarterly payment for the respective quarter) |
| Audio Conference system and voting system | Uptime per Audio Conference system and voting system (recording of live feed) > 99% | Default will attract penalty as indicated below <99 % & >=97% (10% of the total quarterly payment for the |

| | | |
|---|---|---|
| | | respective quarter) <97% (20% of the total quarterly payment for the respective quarter) |
| Availability of all access control equipment's | Availability > = 99.5% | <99.5 % & >=99% (10% of the total quarterly payment for the respective quarter) <99% (20% of the total quarterly payment for the respective quarter) |
| Availability of MCR for broadcast | Availability > = 99.5% | <99.5 % & >=99% (10% of the total quarterly payment for the respective quarter) <99% (20% of the total quarterly payment for the respective quarter) |
| Preventive maintenance | Preventive maintenance will have to be undertaken every month. Report for the same to be submitted every quarter | Payment for the respective quarter will be made against submission of the preventive maintenance reports |
| Breakdown maintenance | System breakdown has to be attended to & resolved within 24 hours of the breakdown | Default will attract penalty as indicated below:<br>Hardware breakdown attended to > 24 hrs and <= 48 hrs (Rs.10,000/-)<br>>48 hrs (Rs.10,000/- per hour) |

**Planned Downtime: -**

**During the session period, no downtime will be accepted. If any breakdown occurs, then the penalty shall be in force from a minimum of INR 1 lakh up to as per the decision by MLS officials depending upon the severity of the incident.**

# 7 PAYMENTS TERMS

Payment shall be released from respective sites as follows:

**Capex: Supply, Installation, Testing & Commissioning**

1. 20% mobilization advance against Bank Guarantee. (Mobilization Advance BG will be released upon installations of the Material on site.)
2. 10% against submission of design drawings, Supply of cabling of passive cabling network for the conference system in both houses on certification by the Consultant
3. 30% against delivery of Equipment on a pro-rata basis on certification by the Consultant.
4. 20% on successful installation, commissioning and integration of conference system on certification by the Consultant
5. 20% on successful handover and running of the system for at least 1 session.

**OPEX: AMC, Operation & Maintenance**

1. Quarterly instalments per year for 5 years.

**Note:**

The above payments are subject to the Bidder having furnished the contract cum equipment performance bank guarantee for 3% of the total order value, within 15 days of notification of award of contract from MLS.

All payments shall be released within 15 days and more after receipt of relevant documents complete in all respects.

No interest charges for delay in payment, if any, shall be borne by MLS. The Bidder's request(s) for payment shall be made to the Owner in writing accompanied by an invoice describing, as appropriate, the Goods delivered and services performed and by shipping documents submitted and upon fulfilment of other obligations stipulated in the Contract.

# 8 BID FORMATS

## 8.1 PRE-QUALIFICATION RESPONSE FORMAT

### 8.1.1 Annexure 1 - Pre-Qualification Bid Response Covering Letter

(To be submitted on Letterhead of bidder / Lead bidder)

**Covering Letter**

{Location, Date}

**To**
**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat,Vidhan Bhavan,**
**Backbay Reclamation, Vidhan Bhavan Marg,Mumbai – 400032**

**Ref No:** xxxxx

**Subject: Submission of Pre-Qualification Bid in response to the Request for Proposal for "Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract".**

Dear Sir / Madam

We, the undersigned, offer to be a System Integrator to Maharashtra LegislatureSecretariat in response to your Request for Proposal dated MM-DD-YYYY. We are herebysubmitting our pre-qualification bid.

We hereby declare that all the information and statements made in this pre-qualification bidare true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the sections of this RFP document.We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.

Yours sincerely,

(Name of Designation of authorized signatory of bidder)Name:

Designation:

Seal (Of lead bidder in case of consortium):Date:

Place:

### 8.1.2 Annexure 2 - Pre-Qualification Bid Response Compliance Checklist

| # | Eligibility Criteria | Supporting documents required | Submitted (Y / N) | Documentary Proof (Page No.) |
|---|---|---|---|---|
| 1. | **Legal Entity**<br>• Bidder should be a company registered under the provisions of the Indian Companies Act, 1956/2013 or or the Limited Liability Partnerships Act, 2008<br>• Bidder should have been operating for the last five year in India. | • Copy of Certificate of Incorporation<br>OR<br>• LLP firm registration certificate, as applicable | | |
| 2. | **Power of attorney in favour of Authorized signatory**<br>• power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder. | • Copy of Power of attorney with appropriate supporting documents<br>As per annexure 7 | | |
| 3. | **Experience Criteria**<br>The Bidder should have minimum 1 nos. of Work/Purchase Orders for 50 delegates conference system from Government clients/ Autonomous Bodies/ PSUs/ Private reputed Corporate Offices in India. | • Work/Purchase orders and Photographs of installation<br>OR<br>Completion certificates by the client should be enclosed.<br>• For non-Govt. project, additional document of TDS should be submitted to prove PO | | |
| 4. | **Financial Turnover**<br>Average Turnover of any Three Years out of Last Five Years (FY 18-19, FY 19-20, FY 20-21, FY 21-22 and FY 22-23) should be at least 18 crores. | • Copy of the audited Balance Sheet and Profit & Loss Statement of the company | | |

| | | | | |
|---|---|---|---|---|
| | | • Certificate from the statutory auditor / CA clearly stating the total turnover | | |
| **5.** | **Net Worth**<br>Bidder should have positive net worth in each of last three (3) financial years (FY 20-21, FY 21-22 and FY 22-23) | • Certificate from the Statutory Auditor / CA clearly stating the net worth | | |
| **6.** | **Certifications:** The bidder should be certified in one of the certificates<br>• ISO 9001:2015<br>• ISO 14001:2015<br><br>(Certificate should be valid at the time of Bid Submission) | • Copy of the requisite certificates | | |
| **7.** | **Original Equipment Manufacturer**<br>• OEM company should be in existence for minimum 35 years.<br>• OEM Should have presence in international market<br>• OEM Should have previous experience of supply of Multimedia Conference System for installation at various Assemblies | Bidder should attach<br>• Company profile of OEM<br>• Undertaking from OEM that they have supplied Multimedia Conference System in Assembly / Parliament House in any country | | |
| **8.** | **Authorization by the OEM**<br>Bidder needs to submit an Manufacturers Authorization Letter (MAF) of qualified OEM as per PQ criteria regarding acceptance of responsibility by the OEM for their respective components in case of any failure of the bidder during implementation and guarantee / warranty period referring this tender number. | MAF from the OEM(s) of the offered item (s) required for major components like<br>a) Multi media Conference system<br>b) Audio products<br><br>**Note:** OEM Should confirm that the Goods/Services supplied as a part of the | | |

| | | | | |
|---|---|---|---|---|
| | | RFP shall not be End of Sale / Production / Life/ Support for the entire contract period. Also the Goods / Services supplied as a part of RFP shall be supported for the entire contract period. The products offered by OEM are of equivalent or higher specifications as mentioned in the RFP.<br><br>OEM also give undertaking of the availability of spare parts for the above mentioned product for a period of 10 years, from the date of supply also during the period of 10 years from the date of supply, in case the bidder fails to provide you the necessary service, we will be obliged to provide the same. | | |
| **9.** | **Debarment / Blacklisting**<br>Bidder should not be under a declaration of in-eligibility for corrupt, fraudulent or any other unethical business practices and should not be debarred or blacklisted by any government or semi-government or government autonomous bodies or public sector undertakings or other government organization in India for any reason before the date of submission of bid. | Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory. | | |
| **10.** | The Bidder should have valid documentary proof of GST registration and PAN number. | Copy of GST registration and PAN. | | |

| | | | | |
|---|---|---|---|---|
| **11.** | Self- Declaration from Bidder towards delivery within the time limit. | Copy of Self-declaration on bidders letter head. | | |

We hereby declare that our bid submitted in response to this RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

(Name of Designation of authorized signatory of the bidder)

Name:

Designation:

Seal :

Date:

Place:

### 8.1.3 Annexure 3 - Bidder's Firm Details

(To be printed on the Lead bidder's company letter head)

**To**
**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat, Vidhan Bhavan,**
**Backbay Reclamation, Vidhan Bhavan Marg,**
**Mumbai – 400032**

**Bidder Information**

| # | Information | Details |
|---|---|---|
| 1. | Name of Bidder | |
| 2. | Address of responding bidder | |
| 3. | Contact Person | |
| 4. | Name, Designation, Address, Mobile no,Fax number and E-mail address of the Authorised Signatory | |
| 5. | Status of Firm/ Company (Public Ltd., Pvt.Ltd., etc.) | |
| 6. | Company Registration | |
| 7. | Date of Registration | |
| 8. | Nature of Business (No of years in IT) | |
| 9. | PAN Number (with supporting document) | |
| 10. | GST Number (with supporting document) | |
| 11. | ISO 9001:2015 Certification (AttachCertification) | |
| 12. | Turnover details of bidder | |

| # | Year | Turnover (in INR Cr.) |
|---|---|---|
| 1 | FY 22-23 | |
| 2 | FY 21-22 | |
| 3 | FY 20-21 | |

| | | |
|---|---|---|
| 13. | Statutory Certificate (Please specify the document submitted to verify point 12) | |

Thanking You,

(Name of Designation of authorized signatory of bidder) Name:

Designation:

Seal (Of lead bidder in case of consortium):
Date:
Place:

### 8.1.4 Annexure 4 - Turnover and Net worth of Bidder

(on the letter head of Chartered accountant)

{Location, Date}

**To**
**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat, Vidhan Bhavan,**
**Backbay Reclamation, Vidhan Bhavan Marg,**
**Mumbai – 400032**

**Ref No: xxxxx**

**Subject: Submission of Technical Bid for "Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract".**

Dear Sir / Madam,

We have verified the relevant statutory and other records of (Company Name) and certify that the annual turnover from all classes of engineering and/or supply works for the last three completed financial years is as follows

| **Name of Bidder** | | | | | |
|---|---|---|---|---|---|
| **F Y** | **2020-21** | **2021-22** | **2022-23** | **Total** | **Average** |
| **Annual Turnover (in Rs. Cr.)** | | | | | |
| **Net Worth** | | | | | |

Signature and Seal of the Statutory Auditor/ Chartered Accountant
(clearly indicating membership number)
Date: _____
Place: _____

**Note:**
Along with the above format and information, the Bidders for demonstrating the Financial Capacity shall attach copies of the Audited Balance sheet and Profit & Loss Statement for 3 (three) years.

### 8.1.5 Annexure 5 - Non-Disclosure Agreement

(To be executed on stamp paper of appropriate value)

**NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on the day of ------ the month, ----------2023, between

THE SECRETARY (1) (I/C), MAHARASHTRA LEGISLATURE SECRETARIAT, VIDHAN BHAVAN, Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400 032, (hereinafter called the "DISCLOSING PARTY") which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees of the one part

AND

M/S---------- (Hereinafter called the "RECEIVING PARTY") which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees, of the other part

WHEREAS the DISCLOSING PARTY invited tenders for **(Project Name)** (hereinafter called the "Services") and whereas the said RECEIVING PARTY, having represented to the Employer that it has the required professional skills, personnel and technical resources and submitted tender for the said work. Whereas such tender has been accepted and in connection with the execution of the said work, confidential information of the DISCLOSING PARTY may become available to the RECEIVING PARTY.

WHEREAS, the DISCLOSING PARTY desires to prevent the unauthorized use and disclosure of its confidential information and the RECEIVING PARTY agrees to prevent such unauthorized use.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, both the parties agree as follows:

I. "Confidential Information": For purposes of this Agreement, Confidential Information shall mean information relating to residents and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the execution of the work, which is not generally available to the public.

II. Non-disclosure Obligations: The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

a. to protect and safeguard the confidential information against unauthorizeduse, publication or disclosure.
b. not to use any of the confidential information except for the execution of the

work.

c. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer, or otherwise use any of the confidential information.
d. to restrict access to the confidential information to those of its officers, directors, and employees who clearly need such access to carry out the work.
e. to advise each of the persons to whom it provides access to any of the confidential information, that such persons are strictly prohibited from makingany use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the disclosing party, any of the confidential information, and, upon request of the disclosing party, to provide the disclosing party with a copy of a written agreement to that effect signed by such persons.
f. to comply with any other reasonable security measures requested in writing by the disclosing party.
g. to refrain from directly contacting or communicating by whatsoever means tothe source(s) of information.
h. to undertake not to disclose any names and their particulars to third parties.

II. **Return of Confidential Information:** The Receiving Party agrees, upon termination of the Services or upon the written request of the other Party, whicheveris earlier, to promptly deliver to the other Party all records, notes, and other written,printed, or tangible materials in the possession of the Receiving Party, embodying orpertaining to the confidential information.

III. **No Right to Confidential Information:** The receiving party hereby agrees and acknowledges that no permission, either express or implied, is hereby granted to the receiving party by the other Party to use any of the confidential information.

IV. **Losses:** The Receiving Party agrees to indemnify the other Party against all losses, damages, claims, or expenses incurred or suffered by the other Party because of the Receiving Party's breach of this Agreement.

V. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached the other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages,notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

VI. **Term and Termination:** This Agreement shall commence on the date first written above. the receiving party's right to use the confidential information in connection with the execution of work shall continue in effect until the period of one year from the date above or the other party provides the receiving party with written notice of termination of such right, whichever is earlier.

VII. **Remedies:** The receiving party understands and acknowledges that any disclosure or misappropriation of any of the confidential information in violation of this agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing party shall deem appropriate. Such right of the disclosing party shall be in addition to remedies otherwise available to the disclosing party at law or in equity.

VIII. **Entire Agreement:** This Agreement embodies the entire understanding between theparties respecting the subject matter of this agreement and supersedes all prior negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter of this agreement. This agreement shall not be modified except by a writing duly executed on behalf of the party against whom suchmodification is sought to be enforced. Should any provisions of this agreement be found unenforceable, the remainder shall still be in effect.

IX. **No Waiver:** The failure of either party to require performance by the other party ofany provision of this agreement shall in no way effect the full right to require such performance at any time thereafter.

X. **Successors and Assigns:** neither shall any party have any right to assign its rightsunder this agreement, whether expressly or by operation of law, without the writtenconsent of the other party. This agreement and the party's obligations hereunder shall be binding on their representatives, permitted assigns, and successors of the parties and shall ensure to the benefit of representatives, assigns and successors of the parties.

XI. **Governing Law:** This agreement shall be governed by and construed in accordancewith the laws of India.

XII. **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitledto attorneys' fees.

XIII. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

XIV. Legal Address of the Parties:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws as of the day and year first above written.

| | |
|---|---|
| Signed, Sealed and Delivered for andon behalf of M/s. | Signed, Sealed and Delivered for and on behalf of Maharashtra Legislature Secretariat, Vidhan Bhavan Mumbai |
| Signed: | Signed: |
| Name: | Name: |
| Designation: | Designation: |
| Date: | Date: |
| Place: | Place: |

In the presence of:

| | |
|---|---|
| Signed: | Signed: |
| Name: | Name: |
| Designation: | Designation: |
| Date: | Date: |
| Place: | Place: |

### 8.1.6 Annexure 6 - Format for Manufacturer's Authorization Form – MAF

**MANUFACTURER'S AUTHORIZATION FORM**

(To be obtained from all OEMs on OEM letterhead)

RFP NO.: DATE:

**To**
**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat, Vidhan Bhavan,**
**Backbay Reclamation, Vidhan Bhavan Marg,**
**Mumbai – 400032**

WHEREAS _____ who are official manufacturers of_____having factories at do hereby authorize_____

to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty for the complete project duration, with respect to the Goods offered by the above firm in reply to this Invitation for Bids. We also confirm that the Goods/Services supplied as a part of the RFP shall not be End of Sale / Life/ Support for the entire contract period. Also, the Goods / Services supplied as a part of the RFP shall be supported for the entire contract period. The products offered by us are of equivalent or higher specifications as mentioned in the RFP.

We assure you the availability of spare parts for the above-mentioned product for a period of 10 years, from the date of supply also during the period of years from the date of supply, in case the bidder fails to provide you the necessary service, we will be obliged to provide the same at no extra cost.

Signature:

Full Name:

Address:

### 8.1.7 Annexure 7 - Power of Attorney

(To be executed on stamp paper of appropriate value)

**POWER OF ATTORNEY**

Know all men by these presents, We (name of the firm and address of the registered office) through resolution passed in Board of Directors meeting dated ---------- do hereby irrevocably constitute, nominate, appoint and authorise 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 (Project Name) including but not limited to signing and submission of all bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts/agreements and undertakings consequent to acceptance of our bid, and generally dealing with the Authority 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 the Contract/ Agreements.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 …….2023

**For**

……..
Signature,
Name, designation and address

Witnesses:

1. 2.

(Notarised)

### 8.1.8 Annexure 8 - EMD BG Format

Date

**To,**

**Beneficiary Name: The Secretary (1) (I/C), Maharashtra Legislature Secretariat**

**Address: Vidhan Bhavan, Backbay Reclamation,**

**Vidhan Bhavan Marg, Mumbai – 400032**

BID GUARANTEE No.: [insert number]

WHEREAS, we have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] (hereinafter called "the Project") under RFP No. [Insert RFP number] ("the NIT").

AND WHEREAS it has been stipulated by you in the said RFP that according to RFP conditions, bids must be supported by a bid guarantee by a recognized bank for the sum specified therein as bid security for compliance with his obligation in accordance with the RFP;

AND WHEREAS we have agreed to give the bidder such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the bidder, up to a total of [amount of guarantee]* (in words), and we undertake to pay you, any sum or sums within the limits of [amount of guarantee] as aforesaid without your need to prove or to show grounds or reasons upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because of the Bidder.

a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or
b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity,
    - fails or refuses to execute the Contract Agreement,
    - fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
c) has not accepted the correction of mathematical errors in accordance with the ITB, or
d) has breached a provision of the Code of Integrity specified in the ITB;.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.
This guarantee shall be valid for a period of 120 days after the date of bid submission.
Signature and Seal of the guarantor _
Name of Bank ___ _
Address Date -----

### 8.1.9 Annexure 9 - Declaration/Affidavit for Not Being Under An Ineligibility For Corrupt Or Fraudulent Practices Or Blacklisted

**Date:**

**To,**
**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat, Vidhan Bhavan,**
**Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032**

**Ref- Response to the Request for Proposal (RFP) (Project Name).**

**Subject: Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India**

Sir/ Madam,

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.

We accept that in case of any irregularity, lapses, non-compliances, MLS's decision shall be final and binding on us.

Thanking you,

Yours faithfully

Signature of Authorised Signatory (with official seal) & Date

Name:
Designation:
Address:
Telephone:
Fax:
E-mail address:

### 8.1.10 Annexure 10 - List OEM's and Their Details

**LIST OEM'S AND THEIR DETAILS**

| Sr. No | Role | Name of OEM | Products/Services Offered |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Bidder Signature

Name:

Designation:

Company:

Date:

### 8.1.11 Annexure 11 - No Deviation Certificate Format

**No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. dated ----------. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:
Name:
Designation:
Address:

Seal:
Date:

### 8.1.12 Annexure 12 - Self-Declaration to follow Delivery Timeline

(On Bidders Letter Head)

**Date:**

**To,**
**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat, Vidhan Bhavan,**
**Backbay Reclamation, Vidhan Bhavan Marg, Mumbai – 400032**

**Ref- Response to the Request for Proposal (RFP) (Project Name).**

**Subject: Declaration/Affidavit for following delivery timeline.**

Sir/ Madam,

We hereby declare that we will strictly follow the delivery timeline as mentioned in the RFP.

We also agree that if the site mentioned in the RFP is not made ready in the given timeline our Additional performance guarantee will be forfeited by the MLS.

We, the undersigned confirm that the terms and conditions are made understood to us and the discretion of the Project Implementation Committee (PIC) will be binding upon us.

Thanking you,

Yours faithfully

Signature of Authorized Signatory (with official seal) & Date

Name:
Designation:
Address:

### 8.1.13 Annexure 13 - Format for Submitting Pre-Bid Queries

| **Name of RFP** | | | | |
|---|---|---|---|---|
| **RFP Ref No.:** | | | | |
| **Name of the Company/Firm:** | | | | |
| | | | | |
| **Name of Person(s) Representing the Company/Firm:** | | | | |
| **Name of Person** | **Designation** | **Email-ID(s)** | **Contact No.** | |
| | | | | |
| **Query / Clarification Sought:** | | | | |
| **S. No** | **RFP Page No.** | **RFP Clause No.** | **Clause Details** | **Query/ Suggestion/ Clarification** |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

We have to submit pre-bid queries in excel format on below mentioned e-mail id on ---------- ---------- or before the time mentioned in BDS.

## 8.2 TECHNICAL BID FORMAT

### 8.2.1 Annexure 14 - Technical Bid Covering Letter

(To be submitted on the Letterhead of the bidder)

{Location, Date}

**To**
**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat, Vidhan Bhavan,**
**Backbay Reclamation, Vidhan Bhavan Marg,**
**Mumbai – 400032**

**Ref No: xxxxx**

**Subject: Submission of Technical Bid for "Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract".**

Dear Sir / Madam

We, the undersigned, offer to be the System Integrator to Maharashtra Legislature Secretariat about your Request for Proposal dated MM-DD-YYYY and our Bid. We are hereby submitting our Bid, which includes the Pre-qualification bid, Technical Bid and Commercial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our bid valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any bid you receive.

Yours sincerely,

(Name of Designation of authorized signatory of the bidder) Name:
Designation:
Seal (Of lead bidder in case of a consortium): Date:
Place:

### 8.2.2 Annexure 15 - Technical Bid Evaluation Checklist

| # | Particulars | DocumentaryProof | Submitted (Y / N) | Documentary Proof (Page No.) |
|---|---|---|---|---|
| **1** | Bidders Presence in India | • Copy of Incorporation Certificate.<br>OR<br>• LLP firm registration certificate, as applicable | | |
| **2** | The Bidder should have experience of successful Supply, Installation and Commissioning of Multimedia Conference system at any of Government clients/ Autonomous Bodies/ PSUs/ Private reputed Corporate Offices in India | Work/Purchase orders and Photographs of installation<br>OR<br>Completion certificates by the client should be enclosed.<br><br>For non-Govt. project, additional document of TDS should be submitted to prove PO | | |
| **3** | The Bidder should have experience in the successful Supply, Installation and Commissioning of Conference systems at any Legislative Assembly/ Council hall in India. | Copy of work order and Photographs of installation<br>OR<br>Completion certificates by the client should be enclosed. | | |
| **4** | The Bidder should have Work/Purchase Orders for minimum 50 delegates conference system from Government clients/ Autonomous Bodies/ PSUs/ Private reputed Corporate Offices in India. | Copy of work order and Photographs of the installation<br>OR<br>Completion certificate(s) from the client<br><br>For non-Govt. project, additional document of TDS should be submitted to prove PO | | |
| **5** | The Bidder should have experience of running live sessions on Multimedia Audio Conference systems at any Legislative Assembly/ Council hall in India. | Work order and Client Certificate for running live session. | | |

| | | | | |
|---|---|---|---|---|
| **6** | Average Turnover of any Three Years out of Last Five Years (FY 18-19, FY 19-20, FY 20-21, FY 21-22 and FY 22-23) | Copy of P&L and Balance sheet and Turnover certificate form CA | | |
| **7** | **Certifications:-**<br>• ISO 9001:2015<br>• ISO 14001:2015<br>• ISO 45001: 2015 | Copy of relevant certificates | | |
| **8** | Presentation on Proposed Solution Architecture Presentation should cover detailed approach & methodology for implementation and maintenance support, experience in Implementation of proposed Conference Solution with proposed architecture and detailed solution with relevant diagram, etc. | Bidder should upload presentation document in PDF format with Technical Bid and same should be presented before committee (no changes allowed in presentation afterwards) | | |

### 8.2.3 Annexure 16 - Bidder's Experience of Similar Works

**Abstract of Eligible Assignments**

| S. No. | Name of Project/ Assignment | Name of Client | Contract Value | Status (Ongoing/ Complete) |
|---|---|---|---|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

**Project Citation**

| | |
|---|---|
| **Assignment name:** | **Approx. value of the contract (in INR Cr.):** |
| **Country:**<br>**Location within country:** | **Duration of assignment (months):** |
| **Name of Client:** | **Start date (month/year):** |
| **Address:** | **Completion date (month/year):** |
| **Narrative description of Project: (Kindly provide description of similar type of works/items executed and their value.)** | |
| **Description of actual services provided by the firm in the assignment:** | |

### 8.2.4 Annexure 17 - Performa for Site Visit

**PERFORMA FOR SITE VISIT**

This is to certify that I/We have examined and visited the site and its surroundings satisfactorily on the date and time specified in the Tender Document. I/We have assessed and familiarized ourselves with the local conditions and have collected relevant information required to execute the complete scope of work.

In view of the above, I/We hereby submit our bid against Tender No:…….., after considering all the relevant information gathered by us in the quoted price

The cost of visiting the site and collecting relevant data shall be at our own expense.

| | | |
|---|---|---|
| 1 | Name of Bidder's Representative with designation | |
| 2 | Name of Bidder/Firm | |
| 3 | NIT No. | |
| 4 | Name of Work | |
| 5 | Name of the Site Visited | |
| 6 | Date of Visit and Time | |

Signature of Consultant

Signature of MLS Representative with seal

**Note: Bidder should attach this letter in their prequalification bid**

## 8.3 COMMERCIAL BID FORMAT

### 8.3.1 Annexure 18 - Commercial Bid Covering Letter

(To be submitted on the Letterhead of the bidder)

{Location, Date}

**To**
**The Secretary (1) (I/C),**
**Maharashtra Legislature Secretariat, Vidhan Bhavan,**
**Backbay Reclamation, Vidhan Bhavan Marg,**
**Mumbai – 400032**

**Ref No: xxxxx**

**Subject: Submission of Commercial Bid for Selection of "Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract"**

Dear Sir / Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of "**Selection of System Integrator (SI) for Supply Installation Testing and Commissioning of Hybrid Multimedia Conference System at Legislative Assembly and Legislative Council of Vidhan Bhavan Nagpur as a Rate Contract"** do hereby propose to provide services as specified in the RFP referred above**.**

1. PRICE AND VALIDITY

• All the prices mentioned in our bid proposal are in accordance with the terms specified in the RFP. All the prices and other terms and conditions of this RFP are valid for a period of 120 calendar days from the date of opening of the Tenders.

• We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the RFP formats.

• We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altercated under the law, we shall pay the same.

2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

We declare that all the services shall be performed strictly in accordance with the RFP documents and there are no deviations, irrespective of whatever has been stated to the contrary anywhere else in our bid.

4. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before the evaluation of our bid proposal, we agree to furnish the same in time to your satisfaction.

5. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP document. These prices are indicated in the subsequent sub-sections of this Section.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorised Signatory)
Name
Designation
Seal.
Date:
Place:
Business Address:

### 8.3.2 Annexure 19 - Commercial Bid Format & Instructions

The bidder has to quote the rate in the BOQ Excel Sheet available online with this RFP.

The bidder has to give a quotation for the buyback of an existing system. This quotation will not be considered for commercial evaluation. The bidder should take note of the existing system while doing a site visit as he has to quote for the buyback.

Details to be filled up for price bid in BoQ1 on the Mahender portal are as below.

# 9 SAMPLE FORMS

## 9.1 PERFORMANCE BANK GUARANTEE

*(To be submitted on Rs. 500/-(five hundred) non-judicial stamp paper)*

Bank Guarantee No. _____ dated _____

**To**
**The Secretary (1),**
**Maharashtra Legislature Secretariat, Vidhan Bhavan,**
**Backbay Reclamation,**
**Vidhan Bhavan Marg, Mumbai – 400032**

Whereas <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide **(Insert Project Name)** (hereinafter called "the beneficiary").

And whereas it has been stipulated in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs .<<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until <<*Insert Date*>>)

Notwithstanding anything contained herein:
I. Our liability under this bank guarantee shall not exceed Rs <<insert value>> (rupees <<insert value in words>> only).

II. This bank guarantee shall be valid up to <<*insert expiry date*>>)

III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment

under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)
Seal:
Date: