

No.Was/Prop/868/1/2016
EMBASSY OF INDIA
Washington DC

6TH DECEMBER 2016

TENDER NOTICE

ON BEHALF OF THE PRESIDENT OF REPUBLIC OF INDIA, SEALED BIDS ARE INVITED FROM REPUTED AND EXPERIENCED COMPANIES FOR INSTALLATION OF CLOUD-BASED VOIP TELEPHONE SYSTEM IN TWO BUILDINGS OF THE EMBASSY OF INDIA, WASHINGTON DC LOCATED AT 2107 MASSACHUSETTES AVENUE NW, WASHINGTON DC AND 2536 MASSACHUSETTS AVENUE NW, WASHINGTON DC.

FOR COMPLETE DETAILS, SCOPE OF WORK, CONDITIONS AND INSTRUCTIONS TO TENDERERS, WEBSITE OF EMBASSY OF INDIA IN WASHINGTON DC COULD ALSO BE VISITED AT www.indianembassy.org.

BIDS MAY BE SUBMITTED IN ORIGINAL AFTER CHECKING THE DETAILS ON CPP PORTAL ALSO <https://eprocure.gov.in/cppp/>

THE LAST DATE OF SUBMISSION OF BIDS IS **28TH DECEMBER 2016**
BY 12:00PM.

S. SATISH KUMAR
HEAD OF CHANCERY
EMBASSY OF INDIA
WASHINGTON DC
Tel: 202.939.7025
Email: hoc@indiagov.org

INVITATION TO BID

Name of Works: Installation of cloud-based VOIP Telephone System in two buildings of Embassy of India located at **(i)** 2107, Massachusetts Avenue NW, Washington DC 20008 and **(ii)** 2536, Massachusetts Avenue NW, Washington DC.

Embassy of India, Washington DC on behalf of the President of Republic of India, hereby invites tenders for Installation of cloud-based VOIP Telephone System in two buildings of Embassy of India located at **(i)** 2107, Massachusetts Avenue NW, Washington DC 20008 and **(ii)** 2536, Massachusetts Avenue NW, Washington DC.

The Lump-sum Fixed Price/Amount shall be on the basis of following tender documents.

Technical Bid Document:	
Document – I	Invitation to Bid, Instruction to Bid, Eligibility Criteria and Scope of Work (Annexure A)
Financial Bid Document:	
Document – II	Form of Tender (Lump sum price to be quoted by Tenderer)
Document – III	Schedule of Items
Document – IV	Special Conditions of contract including standard formats for BG / Guarantee etc.

- The Tender shall be submitted in a Sealed Cover containing two sealed envelopes (containing Technical Bid and Financial Bid) before **12.00PM on 28th December 2016** in the office of Head of Chancery, Embassy of India, Washington DC, (2107, Massachusetts Avenue NW, Washington DC 20008). Any tender received after this date and time will not be considered.
- Technical Bids would be opened at 03:00PM on 28th December 2016. Financial Bids of only those successful Tenderers who qualify in the Technical Bids would be opened. The date and time for opening of Financial Bids would be notified to the successful Tenderers by the Embassy in writing subsequently.
- The Tender shall remain valid for a period of Sixty (60) days from the date of opening or any extended period.
- The value of Earnest Money Deposit (EMD) will be Two Percent (2%) of the Contract Price in the form of a cheque in favour of Embassy of India, Washington D.C. and shall remain valid for a period of Sixty (60) days with effect from the last date of submission as stated above or any extended period.
- The value of the Performance Security shall be Five Percent (5%) of the Contract Price.

- Tenderer/Contractor shall quote his/her Lump-sum Fixed Price Amount based on the enclosed **Scope of work in Annexure-A**. The Contractor shall note that quantities shall not form part of the agreement and he/she shall complete all the works as defined in the Scope of Work. The Contractor shall complete all the works as stated above irrespective of the quantities/details since these will not form part of the agreement however the unit rates quoted there for items shall be used for working out the variations as per tender conditions.
- Commencement of the works shall be effected 15 days from the date of issue of acceptance letter of intent or handing over the site, whichever is later.
- The Period of Completion for the whole of the works is **Ten (10) days** calculated from the Fifteen days from the date of issue of acceptance letter of intent or handing over the Site, whichever is later. Such 15 days period being defined as the mobilization period.
- The Defect notification period shall be Three Hundred Sixty Five (365) days.
- The Employer will not be bound to accept the lowest or any tender or to give a reason for the rejection of any Tender.
- The Tenderer must submit with his/her offer a list of Sub-Contractors and Specialist names he proposes to use on the Works.
- The Embassy, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.
- The successful Tenderer shall be responsible for coordinating his work with various Sub-contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.

INSTRUCTION TO BID

Name of Works: Installation of cloud-based VOIP Telephone System in two buildings of Embassy of India located at **(i)** 2107, Massachusetts Avenue NW, Washington DC 20008 and **(ii)** 2536, Massachusetts Avenue NW, Washington DC.

- All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Tender offer.

- The Tender comprises of:

A) Technical Bid:

Document - I : Invitation to Bid, Instruction to Bid, Eligibility Criteria and Scope of Work (Annexure A)

B) Financial Bid:

Document - II : Form of Tender

Document – III : Schedule of Items as per Annexure-A

Document – IV : Conditions of contract including standard formats for BG / Guarantee etc.

- The Embassy of India will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his Tender.
- This is a LUMPSUM FIXED PRICE TENDER with Extent of work as defined in the Scope of Work enclosed. The Tenderer shall examine the Tender Documents and all Addenda (if any) before submitting his Tender and shall become fully, informed as to the extent, quality, type and character of operations involved in the Works and shall visit and acquaint himself with the Site of the Works. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished.
- Tenderers are required to quote Lumpsum prices on “Form of Tender”. Companies shall satisfy himself about the quantities in Scope of Work in Tender Document. They are free to add/delete items, change quantities which are needed for completion of the job. These quantities shall not form part of the agreement, however, the unit rates quoted shall be used for variation if any.
- The Lumpsum Fixed Price / amount and rates for variations must be quoted both in figures and words in US Dollars only. In case of any discrepancy between

figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.

- The Lumpsum Fixed Price / amount shall be submitted according to the “Form of Tender”, with suitable entries, including appropriate signatures, made in all blank spaces. The Tenderer shall strictly comply with all the conditions stated in the Tender Documents. The Form of Tender must be signed by a person or persons authorized to sign the Tender and shall be dated. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in the tender documents shall be used towards variation as per the tender conditions. **Decision on bid will be taken based on the final price quoted on the Form of Tender.** Any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid. The rates on schedule of quantity or elsewhere shall be adjusted in the ratio to match with quoted Final price on the form of tender.
- The Tenderer must submit with his Tender an Earnest Money Deposit (EMD) equal to two (2%) of the Contract Price to Employer in the form of **cheque in favour of Embassy of India, Washington DC**. The EMD must be valid for 60 days and shall be as per the **proforma annexed** with tender documents. The EMD of unsuccessful Tenderer will be returned after the award of work while EMD of successfully Tenderer can be adjusted at the discretion of the Embassy.
- Two bid system (Financial and Technical Bid)
The Tender shall be submitted in three sealed envelopes as described below:-

Envelope “A” Earnest money Deposit Cheque
Envelope “B” Technical Bid Documents
Envelope “C” Financial Bid Document

And addenda or other enclosures as required in the tender.

The three envelopes containing “A”, “B” & “C” of offers shall be duly superscribed with above titles and "Description of work". The envelopes A, B and C to be put in another sealed envelope with the name of work written on top. The envelope “A” containing EMD shall be opened first and only those Tenderers who have fulfilled the requirements of the EMD will have the Technical part (Envelope B) of their bid opened and only those Tenderers who have fulfilled the requirements of the Technical information Envelope “B” shall have the Envelope “C” of their Bid opened. The decision of employer in this regard shall be final and binding on the tenders.

- In case the tender is not decided during validity period of tender i.e. within 60 days from date of opening of tender. The employer may request to extend the Tenderer(s) to extend the validity of tender and Earnest money/tender security

deposit for a further specified period beyond 60 days. Tenderer(s) shall be at liberty to extend the validity of tender and Earnest money Deposit for the specified period or withdraw from tender. Once the validity is extended in writing by Tenderer(s), they will not be permitted to withdraw from tender. If Tenderer(s) withdraws his offer in between, the Embassy shall be at liberty to forfeit the EMD absolutely.

- The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the actual contract signed between the Employer and the Contractor. Should the Contractor fail to sign the contract within the stipulated time or for any other reason withdraw his participation in the Tender, the Embassy may withdraw his acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it and thereupon the amount of Earnest Money Deposit (EMD) shall be confiscated by the Employer without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Employer. No payment shall be released to the Contractor unless the agreement is signed.
- Any further information or clarification which the Tenderer may require in order to complete his Tender may be obtained from Mr. S. Satish Kumar, Head of Chancery, Embassy of India, Washington DC (Email: hoc@indiagov.org). All information requested by and supplied to one Tenderer will be supplied to all Tenderers.
- At any time prior to the date of opening of the proposals the Embassy may issue an addendum in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this acknowledged and so noted in the space provided in the Tender.
- Unless it is in formal manner described above, any representation or explanation to the Tenderer shall not be considered valid or binding on the Embassy as to the meaning of anything connected with the Tender Document.
- The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India to all Tenderers. Tenders received after this date will not be considered.
- **Force Majeure:-** If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of such eventuality is given by either party to the other within 21 days from the date of concurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party

have any claim for damages against other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been resumed or not, shall be final and conclusive. Further, that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, party may as its option terminate the contract.

- **Settlement of Laws and Arbitration:** - All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representatives rights, duties or liability of the parties shall be referred to the sole arbitration of the Head of the Mission, E/I Washington or any person nominated by her/him.
- Tender may be disqualified for any reason including, but not limited to the following:
 - ✓ If Tenderer sets forth any conditions which are unacceptable to the Employer.
 - ✓ If any tender is submitted under a name other than the name of the individual firm partnership or corporation that was issued the Tender Document.
 - ✓ If there is evidence of collusion between Tenderers.
 - ✓ If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
 - ✓ If Bid price is disclosed before opening of Financial Bid.

(i) The attention of Tenderers is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT) etc. All rates and sum inserted against items of works shall be exclusive of input Value Added Tax. Amount for output Value Added Tax shall be incorporated in Summary of Bid as specified therein.

(ii) If the Tenderer fails to quote separately for VAT in the Main Summary of the bidding document as instructed, his bid price shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.

- Scope of Work:

Scope of Work is enclosed in the Tender Documents as Annexure 'A'. Tenderers / Contractors are requested to quote the rates of individual items. **In case, the Tenderer feels that any item is left out and is required for completion of the work, the same can be added in the schedule of items with full nomenclature of the item.** Tenderer / Contractor shall satisfy himself of the quantities given in the schedule of quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project. The Tenderer/ Contractor may add to or deduct items, quantities to the

items, supplied in Schedule of Quantity as per the scope of the work, drawings and specifications provided in the tender document. As already clarified, the quantities in Schedule of Quantity shall not form part of the agreement and in no way have any bearing of the completion of the work as defined in the tender documents, however, the rates quoted shall be used for variation. It shall be the responsibility of the contractor to satisfy himself of the completion of the documents for the scope of work given to him. Nothing extra shall be payable if any additional information or detail is provided later on for carrying out the works stated in the documents.

- Contractor shall be deemed to have read carefully all the Tender Documents, Scope of Work and acquainted himself with the work by visiting the site. The quoted Lump-sum prices are inclusive and complete in all respect to make buildings functional as per the standard of Embassy of India's work.
- Lump-sum Fixed Price / Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L-1 Tenderer.

Eligibility Criteria

The Contractor shall note that quantities shall not form part of the agreement and he shall complete all the works as defined in the Scope of Work. The Contractor shall complete all the works as stated above irrespective of the quantities / details since these will not form part of the agreement however the unit rates quoted there for items shall be used for working out the variations as per tender conditions.

- Commencement of the works shall be effected 15 days from the date of issue of acceptance letter of intent or handing over the site, whichever is later.
- The Period of Completion for the whole of the works is Ten (10) days calculated from the Fifteen days from the date of issue of acceptance letter of intent or handing over the Site, whichever is later. Such 15 days period being defined as the mobilization period.
- The Defect notification period shall be Three Hundred Sixty Five (365) days.
- The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
- The Tenderer must submit with his offer a list of Sub Contractors and Specialist names he proposes to use on the Works.
- The Embassy, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.
- The successful Tenderer shall be responsible for co-ordinating his work with various Sub-contractors and other bid-pack Contractors employed on the Works co-ordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.
- No advance payment is permissible.
- Letter of guarantee for work for a period of one year is required.
- Contractors should have good experience in relevant field of work and submit recent list of jobs done with specified names of clients in the Technical bid.

Special Terms and Conditions

Working Condition

- i. The agency need to deploy the professional workers/technicians trained in the field. The quality and the time-limit should not be compromised under the supervision of the company's person in-charge.
- ii. If, at any time during the period of contract, it is observed by the Embassy or its authorized representative, that the services rendered by the company are not to the satisfaction of the corporation or any terms of the contract are violated, Embassy reserves the right to terminate the contract without any notice.

Administration of contract

Work will be authorized by means of a works order issued under the authority of Embassy of India, Washington DC.

Payment for work

1. No Advance payment is permissible.
2. A claim of work completed may be made by the service provider and is to be in the form of a IVA tax invoice and is to show the following information:
 - Requirement of a VAT tax invoice, Order Number
 - The date on which work was carried out at each location with description
3. The claim/Invoices are to be addressed to Embassy of India
4. Payment will be measured on a lump-sum basis upon satisfactory completion according to this specification

Maintaining service

- i) The contractor (service provider) is to maintain during the period of the contract the level and quality of service offered in the contract documents.
- ii) Where necessary, specialized sub-contractors shall be employed by the contractor to ensure competent completion of section of works.
- iii) All replacement material shall be the new and of the best quality and shall be installed in accordance with good trade practice. To the best of his ability the contractor shall supply replacement components to match existing details. Repair work should be performed in a tradesman like manner.

Responsibility of Contractor

- i) At no time during the continuance of the contract shall the principal or its representative, servant or agent act or be deemed to act in any manner whatsoever for or on behalf of the contractor or so as to relieve or release the contractor in any way from his contract responsibilities.
- ii) No inspection or interim approval of the work or any part thereof made or given by Embassy of India, or its representative during the execution of works and prior to the final acceptance of the works at the end of the maintenance period, in accordance with the terms hereof shall relieve or release the contractor in any way, from his responsibility mentioned in (a) above.
- iii) The contractor's attention is drawn to his statutory obligations pursuant to the Health and Safety law in the country. No cost additional to the contract price shall accrue on account of the contractors obligations under the Act and the contractor shall indemnify the principal against costs arising from any failure of the contractor to meet his obligations.

The contractor shall be the 'the person in control of the work' for the purpose of Act.

Compliance

The Contractor shall ensure that the conditions of the Health and Safety in Employment Act are strictly complied with. The Contractor will also comply with the requests from the staff of the engineer.

Quality of workmanship

All work is to be carried out as per best trade and accepted working practices, using current market of standards.

- It may be informed that the company will be responsible for any issues related to carrier and the hardware system
- Any additional information useful for periodic upgradation of the VoIP Telephone System may also be incorporated in the proposal.

Schedule of Items
(if applicable)

The tenderer will describe the extent of service trades offered.

Schedule of Prices

Site / Area	Description	Work Required	Area m2
Subtotal			
IVA			
Total sum			

Tender for work: Installation of cloud-based VOIP Telephone System in two buildings of Embassy of India located at **(i)** 2107, Massachusetts Avenue NW, Washington DC 20008 and **(ii)** 2536, Massachusetts Avenue NW, Washington DC

Form of Tender

TO: **Head of Chancery, Embassy of India, Washington DC**

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the **Fixed Price Lump Sum** of :

_____ exclusive of VAT.

If this offer is accepted we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature _____

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date: _____

Scope of Work

Requirement of Phones & Equipment:

- ❖ 06 IP Telephones 9641GS Model or equivalent model
- ❖ 20 IP Phones 9608G Model or equivalent model
- ❖ 05 IP Telephones 9608 Gigabit Ethernet or equivalent model
- ❖ 120 Deskphones 1608-I IP or equivalent model
- ❖ 05 Deskphones 1608-I Global Icon or equivalent model
- ❖ 04 B179 SIP Conference Phones or equivalent model
- ❖ 07 Dell Networking X1026P (24 Ports) Switches or equivalent model
- ❖ 28 Dell Networking X1008P (08 Ports) Switches or equivalent model
- ❖ 03 BM12 LCD Button Module for power supply or equivalent model

These phones are to be installed at the following two locations:

- Location (i): 2107 Massachusetts Ave NW, Washington DC
- Location (ii): 2536 Massachusetts Ave NW, Washington DC

Following features would be required for VoIP Telephone System:

- All phones to include HD voice full duplex speakerphone with NO printed button labels.
- All phones to have a minimum of 24 programmable buttons.
- All phones to have call recording capability
- All phones to have call monitoring capability
- All phones to have Cellular Twinning capability
- All phones to have Web Management programming available
- All phones to have unlimited calling in the US

Onsite technician to install all sets and program to customer requirements

Standard users (110) to have the following capabilities:

- Make/Receive calls,
- Park & Page,
- Basic Call Logs,
- Call Forwarding, Call Transfer,
- Calling Line ID Delivery,
- Do Not Disturb, Intercept User,
- Last Number Redial,
- Three-Way Calling, Voicemail,
- Selective Call Acceptance,

- Selective Call Rejection,
- Hot Desking,
- Mobile Twinning,
- Voice-mail-to-email, and
- Conference Bridge up to 64 parties

UC Users (50) to have the following additional capabilities:

- Advanced Mobile Application (WIFI and Cellular Data connectivity):
- Video Calling,
- Instant Messaging and Presence,
- SFDC Plug-in,
- Outlook Plug-in,
- Lync Plug-in

Power over Ethernet Switches (PoE) and DATA:

- Supply and install (5) 24 port managed switches and (16) 8 port managed switches at 2107 Mass Ave site.
- Supply and install (2) 24 port managed switches and (12) 8 port managed switches at 2536 Mass Ave site.
- All data switches to be programmed with data VLAN and voice VLAN with voice VLAN prioritized for QoS prioritization.
- All data switches to be gigabit and POE.

SYSTEM

- Porting of existing numbers (numbers to be supplied by Embassy) to be included
- Conference Bridge up to 128 parties to be setup to customer specifications, secured by customer supplied passwords.
- All sites must include capability of providing analog station ports for fax machines. (19) Ports at 2107 Mass Ave, (5) ports at 2536 Mass Ave - all with appropriate licensing and dial tone.
- All local and long distance charges to be included with each fax machine (fax machines must be T.38 compliant).

RESILIENCY/LOCAL SURVIVABILITY

- All sites must have direct SIP trunking capability in the event of disconnect to host.
- All sites must have local processing capability in the event of disconnect to host.

- All sites must include capability for a minimum of 2 POTs lines capable of dialing emergency services in the event of broadband breakdown. POTs lines to be supplied by Embassy.

TRAINING

- Onsite Trainer will provide end user training
- Includes up to (8) hours of onsite post-cut first day of business support per site, planned for the (weekday) following cutover and includes up to (2) hours of train the trainer on set usage

Remote System Administration Training:

- Includes up to (4) hours of remote training on System Administration, conducted via WebEx
- Covers basic moves, adds, and changes on system
- Covers System Admin guide
- Includes live switch demonstrations
- Includes one WebEx connection
- Additional WebEx conditions may be added

SECURITY

- All internal calls must stay with-in building.
- Calls between buildings must have SRTP encryption (128-bits).
- Internal calls from Advanced Mobile Application to have SRTP encryption.
- Secure VPN must be setup between buildings. Appropriate routers/firewalls must be supplied and programmed.
- Secure VPN must be setup to host from each site.
- SIP trunking must go directly to site and be protected by Session Border Controller with traffic shaping. SBC must be supplied and programmed at each site.
- Data from host to site must be TLS secured, including but not limited to voicemail-to-email.