

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/884/03/2020 Dated 22.07.2020

**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ACTIVE &
PASSIVE COMPONENTS OF LOCAL AREA NETWORK IN
EMBASSY OF INDIA, MOSCOW**



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Embassy of India
Moscow
SECTION-1
(NOTICE INVITING E-TENDER)

No. MOS/PROP/884/03/2020

Dated 22.07.2020

SUBJECT: TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ACTIVE & PASSIVE COMPONENTS OF LOCAL AREA NETWORK IN EMBASSY OF INDIA, MOSCOW

Embassy of India, Moscow invites bids from established firms/company for Supply, Installation and Commissioning of Active & Passive Components of Local Area Network in Embassy of India, Moscow

TENDER NOTICE No. MOS/Prop/884/03/2020		Dated	22.07.2020
Important Dates			
Date of publishing	22.07.2020		
Bid Document Download Start Date	22.07.2020		
Clarification Start Date	22.07.2020		
Date of Site Visit and meeting for clarifications (if any)	30.07.2020 (1100 hrs to 1500 hrs)		
Clarification End Date	07.08.2020		
Bid Submission Start Date (offline by sealed envelope)	23.07.2020		
Bid Submission End Date (offline by sealed envelope)	12.08.2020		
Date of Technical Bid Opening at Embassy of India, Vorontsovo Polye 6-8, Moscow	13.08.2020 (1100 hrs)		

2. Interested firms may submit their bids in **two bids system (Technical Bid and Financial Bid in separate sealed cover)** superscribed as ‘Tender for supply, installation and commissioning of Active & Passive Components of Local Area Network in Embassy of India, Moscow. EMD & Tender document fee as mentioned in the tender document is payable by bank transfer in favour of **“Embassy of India, Moscow” payable at Moscow**, by 1400 hrs on 11.08.2020 along with the bid document.

3. The Competent Authority of the Embassy reserves the right to reject any or all the bids or to modify any terms and conditions of the tender without assigning any reason and the decision of the competent authority of the Embassy shall be final and binding. This notice inviting tender/ e-tender is not an offer or an agreement by Embassy of India, Moscow.

Sd/-
(T. J. Suresh)
Counsellor (HOC)
Embassy of India, Moscow
Vorontsove polye 6-8
Moscow 105064
Email-hoc.moscow@mea.gov.in

TENDER NOTICE No. MOS/PROP/884/03/2020 dated 22.07.2020

SECTION-2
(Introduction & Scope of work)

2.1). Introduction: Offline quotations in sealed envelope are invited from experienced and reputed firms/companies as per eligibility criteria given, for supply, installation and commissioning of local area network in Embassy of India, Moscow

2.2) Scope of Work:

The Embassy will be using new internet lines for each of its three building complex as given below:

Complex-A: 6-8, Vorontsovo Polye (this complex houses three buildings located around 25 meters from each other);

Complex-B: 4, Vorontsovo Polye (only one building)

Complex-C: 9, Vorontsovo Polye (this complex houses two buildings at around 20 meters distance)

Separate Internet line is available in server room of each complex. Establishment of Local Area Network of centralized nature with latest components is required in each building complex so that a single internet line (one separate line for each building complex) could distribute internet to all PCs within a building complex. The work has been divided in three parts as detailed below:

Part-I (Laying & fixing of Cables and installation of associated Passive Components)

Laying & fixing Cables:

- Indoor: Cat6 UTP Cabling on walls through PVC Conduit/channels, Casing including all materials.
- Outdoor: Laying Optical Fibre Cable (OFC) (UTP at some places) between two-three adjacent wings (small buildings) within the area of a building complex. It will involve laying out of cable through land (within the complex) in which Minor civil work such as soft soil digging etc. needs to be done. The covering material of the outdoor cables should be protected from environmental deterioration, damages, lightening, electromagnetic interferences etc preferably by covering them with Mild Steel pipes.
- Laying and Termination of CAT6 UTP, OFC. Each building in the complexes has 2-3 floors on which cables will be laid out.
- In the required setup, the Line layout & fixing will executed as per the process/setup ahead. Firstly, in each building, the ISP line will be terminated at input of Router. Two uplink Cables will be laid out from Output ports of router to input ports of each Access Switch (it will involve indoor as well as outdoor cabling inside complex area). Access Switches (Layer 2 Switches) will be placed at different floors of the building. Along with each Access Switch, a Patch Panel setup and Rack should be installed based on number of ports in switch, its size and other essential factors needed to execute the smooth operation.

- Secondly, Patch Cables will be used to connect ports of Access Switches and Patch Panels fixed with the switches. Then the Cables from the Patch Panels (of Access Switches) will be laid out on the same floors through PVC conduit pipes (to be fixed on walls) and terminated at LAN point/Node Socket panel. The Socket will be fixed at LAN termination point on wall in proximity of PC.
- Lastly, patch Cables from LAN Point/Node socket will be used to connect LAN slot of PC. A LAN Cable (Patch Cords) with suitable connectors at both ends should be provided for each point/node so that it can be used to connect socket point to LAN slot of PC.
- Availability of power supply needs to be ensured by the vendor to all Access Switches along with a small MCB switch installed at locations of all switch Racks. Power over Ethernet (PoE) in Cables is not required.

Passive Components:

- All UTP/OF Cables should be in compliance with the international (EIA/TIA, IEEE, etc.) standards and quality. The physical and electrical specifications should support other network devices, bandwidth of 10/100/1000 Mbps and fulfill other related requirements.
- All Cables, cable accessories, connectors etc should preferably be verified by UL (Underwriters Laboratory) specifically for Cat6 cables.
- Length of Patch Cords to be used for connection between socket point and LAN slot of PC should be 2 meter (per node) and for connection between Patch Panel and Access Switch should be 1 meter.
- Patch Panels/Jack Panels and its connectors should be adhering to International design and quality standards. Its specifications, configuration and design should be chosen so as to avail desired number of ports.
- Mounting Rack for housing switch stack and jack panels should be chosen by checking its fixing location, model of switch to be placed in it and other factors. It should have key lockable doors, power distribution arrangement, fan tray with fans, earthing kits and other mounting accessories.
- The installation and configuration of passive components shall include installation of Light Interconnect Units (LIUs), Patch cords, connectors, Information outlets (I/O), Rack and other components required for system integration.

Part-II (Supply, installation and Configuration of Routers, Switches and other Active Components)

- Along with laying out/fixing of cables & configuration of Passive Components, some Active Components (Routers, Switches etc.) needs to be supplied, installed and integrated with the setup mentioned in Part-I to ensure inter-operability of whole Internet LAN setup.
- Building wise requirement of active components is listed below. All the Switches, Routers should be of the same Manufacturer/OEM. Beside the given number of ports and their bandwidth capability, these devices should be supplied keeping in mind the other factors essential for its integration with the setup proposed in part-I.
- All Active components should have up-gradation capability and be IPv6 ready considering the future requirements.

Active Components Requirements

S No.	Device	Quantity	Remarks
Requirement for Complex-A			
1	24-Port Layer-2 Switch	06	Internet bandwidth for this Complex is 400 Mbps and may be extended upto 1 Gbps. Specification should be decided considering the bandwidth, part-I setup requirement and other factors essential for deciding the specification. Refer para for technical requirements/specifications for Switches & Routers
2	16-Port Router	01	
Requirement for Complex-B			
3	24-Port Layer-2 Switch	04	Internet bandwidth for this Complex is 200 Mbps and may be extended upto 500 Mbps. Specification should be decided considering the bandwidth, part-I setup requirement and other factors essential for deciding the specification. Refer para for technical requirements/specifications for Switches & Routers.
4	16-Port Router	01	
Requirement for Complex-C			
5	24-Port Layer-2 Switch	02	Internet bandwidth for this Complex is 200 Mbps and may be extended upto 500 Mbps. Specification should be decided considering the bandwidth, part-I setup requirement and other factors essential for deciding the specification. Refer para for technical requirements/specifications/ for Switches & Routers
6	4-Port Router	01	

Technical Requirements/conditions/compliance for Switches:

- All 12 switches should have same model and manufacturer/OEM. The Switches should be Layer-2 category and manageable in nature. These switches should comply with the international standards defined for Layer-2 Switches. It should support Cat6 Cables and be IPv6 ready. The switches should be capable to smoothly operate after the setup integration. (Power over Ethernet is not required).
- All accessories required to connect the switch with other devices i.e. Patch cables, connectors, Power adapter, console cable, rack mount kit should be included in the quote price.
- All necessary components/parts/connectors etc. which are not included in table but required to make the setup operational, they should be considered and covered under the scope of work.
- Hardware specifications & Interfaces: Ethernet Ports-24 10/100; Uplink Interfaces-2 (SFP or 1000BASE-T); Operating Voltage -220V; Operating Frequency-50Hz;
- Features/Performance Parameters: LAN software, quick Installation, Auto Smart ports, auto troubleshooting features; VLAN creation; full-duplex switching bandwidth; RAM, Flash Memory and processor specifications, etc. should be decided based on the requirement to ensure smooth and fast packet flow on the given bandwidth. Operating

temperature & Humidity levels should be decided considering climate factors at the location of installation.

- The features, specifications, hardware interfaces etc which have not been mentioned above but required for functioning/inter-operability of the setup should be included in the quote price.
- Safety and Compliance: The switches should have the standards of Management feature Layer-2. The switches should comply with the Regulatory compliance, International Safety Standards (UL, IEC etc), IEEE 802.x standards and RFC Compliance for L2 Switches. It should comply with safety standards to reduce environmental hazards and Noises.

Warranty Terms:

- The product should have warranty period as specified by the manufacturer. The relevant certificate should be provided by the bidder. Device Activation licenses, if any, should be included for all switches for a period of 2 year. The bidder will have to coordinate with the manufacturer/OEM support for hardware replacement (in case of device failure) and the replacement (if needed) should be made within 48 hours during the warranty period.

Technical Requirements/conditions/compliance for Routers:

- The manufacturer/OEM for all the three routers should be same.
- Physical Interfaces: WAN Port-2 (Gigabit Ethernet); LAN Port-16 or 4 Ethernet (as mentioned in table); USB Port-1 or 2; RAM, Flash Memory and other processor specifications should be decided based on the requirement to ensure smooth and fast packet flow on the given bandwidth.
- Accessories: Power Supply, Power cord, Ethernet Cable, Mounting kit and other essentials required for completion/operation of the product and its integration with the system.
- Features: Basic security policies; WAN policies (DHCP, static IP etc), WAN bandwidth management; Load Balancing; Routing (Static Routing, inter-VLAN, etc); NAT (Port Forwarding, PAT, etc); Web Security (websites and Webapps filtering); Client Identification; IDS/IPS; basic antivirus functions; Management Protocols (http, https, snmp etc); MAC filtering, VLAN creation and other essential features
- Performance: The router should be compatible for 500 Mbps ISP bandwidth and should have performance specifications to meet the requirement for inter-operability, smooth functioning & operation with other equipment of the whole setup.
- Standards & Certification: The router should comply with all international standards (i.e. IEEE standards for VLAN, Routing, RIP, RFC etc. and FCC, CE standards for reduction environmental hazards and noise.
- All accessories required to connect the router with other devices i.e. Patch cables, connectors, Power adapter, console cable, rack mount kit should be included in the quote price.
- All necessary components/parts/connectors etc. which are not included in table but required to make the setup operational, they should be considered and covered under the scope of work.

Warranty Terms:

- The product should have warranty period as specified by the manufacturer. The relevant certificate should be provided by the bidder. Device Activation licenses, if any, should be

included for all router for a period of 2 year. The bidder will have to coordinate with the manufacturer/OEM support for hardware replacement (in case of device failure) and the replacement (if needed) should be made within 48 hours during the warranty period.

Part-III (Removal & Dismantling of existing LAN setup and its Components)

- During installation of LAN, The on-site engineers should ensure smooth day-to-day functioning of official work. The existing network setup/internet Connectivity should not get disrupted. If, in case, it is disrupted because of laying/installation work, necessary arrangements should be done to ensure continuous distribution of internet services.
- Once the setup of Part-I&II becomes integrated and operational, the existing LAN Cables, components and other discarded items need to be removed and dismantled.
- The site should be visited to evaluate the estimates regarding removal of existing LAN system in the three complexes.
- When the new LAN setup becomes operational, it will be tested for next few weeks to ensure its reliability and un-interrupted services. If the line operation is found satisfactory during the period, the vendor will be asked to remove the old setup and its discarded components.

Other Technical Requirements/conditions on Scope of Work:

The Scope of Work further includes:

- **Locations of Server Room, Routers, Access Switches, number of LAN Points/nodes & their locations or passage of LAN cables on walls or additional information on devices or any other query will be explained during site visit only. The bidders are encouraged to visit site to get the idea on the whole project in terms of its technical requirements, way of setup, operation, cable laying & fixing and other parameters.**
- Indoor cables (UTP Cat6) will be laid out on different floors of each building in the building complexes-A,B&C. Outdoor cables (Optical Fibre) will be laid out to connect adjacent buildings within a complex area. No cabling work will be done outside the area that is not owned by the Embassy. No cabling will be done on road side outer wall of the Embassy's complexes.
- Dimensions of the pipes should be decided by the vendor depending on the number cables to be passed through the pipe. The dimensions of the PVC conduit/channels should be chosen in such a way that at least 25% space inside pipe remains unused considering the additional cabling requirement in future.
- The vendor shall be responsible for providing all materials and equipment which may not be specifically stated herein but are required to meet the intent of ensuring completeness, interoperability, maintainability, reliability and integration of the complete equipment covered under this project within the quoted price. This work shall be in compliance with all applicable standards, statutory regulations and safety requirements in force of the date of award of this contract.
- Design/development of the required architecture/layout of the proposed networking system, preparation of bill of materials, per-despatch inspection/testing, packing , forwarding, transportation, insurance and carrying out further activities at sites viz. unloading, storage (space to be provided by the owner), further handling, erection, testing and commissioning including successful completion/operation of acceptance tests and any other service specified.

- Powering on equipment after ensuring correctness of terminations, interfaces, power supply and making system ready for testing and commissioning. Further, testing of LAN cables after laying, terminations and punching at both ends. All testing tools and instruments shall be brought by the vendor and taken back after testing. Cabling work needs to be certified by the vendor.
- Equipment furnished should be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment's and/or needed for erection, completion and safe operation of the equipment's as required by applicable code though they may not have been specifically detailed in the technical specification, unless included in the list of exclusions. All similar standard components/parts of similar standard equipment's provided, shall be inter-changeable with one another.
- The methodology of cabling to be adopted at the site of networking has to ensure minimum damage to the existing finish and no loss to the aesthetic beauty of the buildings. Any damage to the existing flooring/walls/paint etc shall be made good by the vendor. It is advised that vendor should visit site before submitting the tender to get apprised about the site conditions and other exceptions to be explained during visit.
- The vendor shall furnish two complete sets of system and equipment instruction manuals and detailed installation operating and maintenance documentation along with the CDs for the same. Manuals shall describe system operation, shall include detailed system and components description and shall cover the installation, operation, care and maintenance of all system components including diagnostics. Complete parts lists including detailed instructions for ordering shall be furnished. Complete documentation for operating, system software, application programs, software functions shall be provided. After installation, the drawings shall be provided by the vendor indicating the cable routes, termination & termination details, actual configuration & parameters etc. Labelling/Identifications of Cables, I/Os, Jack Panel, Switches etc for the whole setup should be done and sketch/layout documentations of the Network should be provided in hard copy and CD.
- The exact siting of equipment's and cable routing shall be determined by the Embassy. The vendor shall prepare proposed cable routing diagram and other installation accordingly.
- The Vendor shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under scope of work as per the specifications. The Cabling and device installation work will be monitored by technical Team of the Embassy. The on-site workers/personnel of the vendor will need to keep the Technical Team of the Embassy informed/updated about every part of work to be done on daily basis and follow their suggestions during work.
- The vendor shall furnish complete, well-fabricated and reliably operating and secure systems as described in this document. Design and selection of equipment and software shall be consistent with the requirements of long term trouble free operations with highest degree of reliability and maintainability. All equipment shall be constructed to operate safely without undue heating, vibration, noise, wear, corrosion, electromagnetic interference or similar problems and all software shall be proven, tested and reliable.
- All interconnecting cables required to connect the communication equipments shall be furnished. All cables shall be fully assembled, connector pre-terminated and factory tested as part of overall system checkout. Cables shall be neatly & properly tied up and dressed using appropriate cable hangers and Velcro bands. There should not be any hanging or un-covered wire.

- All the equipment, accessories and cables supplied under this contract shall be in accordance with the latest applicable recommendations, regulations of International standards like EIA/TIA, IEEE, UL listed (for OFC and Cat6 cables) and other similar international standards for such equipment.
- The equipment to be supplied shall operate without any deviation in quality or degradation of system performance and all the parameters detailed in these specifications shall be guaranteed to perform over the existing climate, temperature, humidity and other environmental factors.
- Reliable over/under voltage and over/under current protection circuits shall be provided in the equipment power supply units which shall be self protecting and also protect connected equipment's against interference, noise, voltage drops/surges/impulses that may be present in the mains power supply sources. Equipment shall be guaranteed for operation over the Russia's Power supply standards in Operating Voltage, frequencies etc.
- Country of origin of Components should preferably be India, Russia, USA, EU, Japan and other reliable manufacturers.

Warranty Terms:

- The bidder warrants that the Goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Warranty for Switches & Routers shall remain for the period as specified by the OEM (Refer Part-II requirements of Switch & Routers). The warranty for the remaining active or passive components (except Switch & router) to supplied under this contract shall remain valid for a period of a minimum of three years from the date of issue of "Acceptance Certificate of Commissioning of the components".
- Any request related to hardware issue in components should be addressed promptly and resolved within 48 hours of submission of complaint.

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SECTION-3

(Minimum Eligibility Criteria)

3) MINIMUM ELIGIBILITY CRITERIA:

Embassy of India, Moscow invites bids in **two bids system (Technical Bid and Financial Bid in separate sealed cover)** from firm/company who fulfill the qualifying criteria as listed below:-

- a) **Legally Valid Entity:** The Bidder shall be registered with appropriate Russian Authority and must be in existence for a **minimum period of 5 years as on 01.07.2020**.
- b) **Registration and licenses:** **The Bidder must have appropriate licenses and registrations from all relevant authorities**
- c) **Experience:** The bidder must have experience in doing at least 3 projects of similar nature during the last three years.
- d) The firm must have its registered office within the city of Moscow.
- e) The annual turnover of the company should be minimum Rub 50,00,000/-.

Note: a) The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting technical bids.

b) The Bidder/its sister concern/ any group company should not have been blacklisted/debarred from participating in bid by Govt. of India, Embassy of India, Moscow & Russian Govt.

c) If, at any given point of time, it was found that false information/certificates have been furnished by the bidder to fulfil the eligibility criteria, the work order will be cancelled and a maximum amount will be recovered from the bidder. Further, the owner and firm will be blacklisted and the false claims made by the firm will be reported to the concerned authorities in Russia/India, whichever is applicable.

d) The successful bidder have to sign the integrity pact/Non-disclosure of information with Embassy.

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SECTION-4
(Tender Fee, EMD & Performance Security)

4.1. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

(a) Tender Fee : All the interested bidders have to provide non refundable tender fee of Rub 1,000/- (Rub one thousand only) by bank transfer to account of Embassy of India, Moscow.

(b) Earnest Money Deposit (EMD) of Rub 2,50,000/- (Rubles two lakh fifty thousand only) has to be deposited in the Embassy account **failing which the bids will not be considered.**

(c) The submission of EMD is compulsory for all the Bidders, except those who are registered with the MSME, Central Purchase Organization, National Small Industries Corporation (NSIC) or the Ministry of External Affairs for the purpose.

(d) The EMD shall be returned to those bidders whose offer is not accepted by the Embassy within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.

(e) EMD of the successful bidder will be returned on receipt of Performance Guarantee.

(f) EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

4.2 PERFORMANCE SECURITY (PS) :

(a) The successful bidder has to deposit Performance Security which will be a sum equivalent to 5-10% (at discretion of Embassy) of the accepted contract value in favour of Embassy of India, Moscow (payable at Moscow) in form of Bank Guarantee /Fixed Deposit Receipt (FDR), within two weeks from the date of issue of letter regarding award of work. The contract regarding award of work would be signed on receipt of Performance Security.

(b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.

(c) The Performance Security will be forfeited by order of the Competent Authority in the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the

Performance Security, as may deemed fit by the Embassy sufficient to cover any damage or incorrect or excess payments made on the bills to the firm, shall be retained.

(d) If the Contractor fails to provide the Performance Security at the time of signing of agreement, such failure shall constitute a breach of the contract and the Embassy shall be free to make other arrangements at the risk, cost and expense of the Contractor.

(e) On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute 'No Demand Certificate' from the Service Provider.

SECTION-5

(General Conditions, termination, Project duration, Acceptance certificate and payment terms & Site Visit)

A) General Conditions

1. At any time prior to the deadline for submission of bids, Embassy may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the bid document.
2. Any amendment in the bidding document, at any time prior to the deadline for submission of bids, shall be uploaded as ‘corrigendum’ on <http://eprocure.gov.in/epublish/app> and www.indianembassy-moscow.gov.in. Such amendments/modification shall be binding on all the prospective bidders.
3. Embassy at its discretion may extend the deadline for the submission of bids if, the bid document undergoes changed during the bidding period, in order to give prospective bidder time to take into the consideration the amendments while preparing their bids.
4. Embassy reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or impart without giving any notice or assigning any reason. The decision of the Embassy in this regard shall be final and binding.
5. In case of any complaint, either as regards the nature of service or as regards the behaviours of the staff of the service provider on duty or otherwise, the agency would be intimated and would be required to take corrective measures promptly.
6. Quotation should be valid for four months (120 days) from the last date of submission of bids, which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The date, time and venue of opening of bids will be intimated to the companies. Their authorise representative may like to be present at that time.
7. Normally the company quoting the lowest amount (L-1) would be awarded the work, if not found ineligible or the offer has not been considered by the Embassy for any other reason. **Only becoming the L1 firm would not be the sole criteria for availing the contract.** Embassy’s discretion in this regard shall be final.
8. The Embassy reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
9. Draft Contract: A draft contract (in Russian language or along with certified English

translation) must also be provided by bidders which will be signed with the successful bidder after completion of tender process, with the amendments, if any, proposed by the Embassy and agreed by the company. This tender document would, however, form the integral part of the contract and binding on both parties.

10. Conflict of Interest: Bidders, and any of their affiliates shall be considered to have a conflict of interest and shall not be eligible for selection as operator under any of the circumstances set forth below:

a) Conflicting Assignment/job: A bidder or any its affiliates shall not be hired for any Assignment /job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employers.

(b) Conflicting Relationship: A bidder that has a business or family relationship with a member of the Embassy's staff who is directly or indirectly involved in any part of (i) the Preparation of the terms of reference of the Assignment /job, (ii) the selection process for such Assignment /job or (iii) supervision of the contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to Embassy.

(c) Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity in serving the best interest of Embassy, or that may reasonably be perceived as having this effect. Failure to disclose said situation may lead to the disqualification of the bidder or the termination of this contract.

11. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.

12. Only one proposal: Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposal shall be disqualified.

13. Non Transferability: This tender is non transferable. The incomplete and conditional tenders will be summarily rejected.

14. Non withdrawal of bids: No bidder will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

15. Integrity: The bidder must observe highest standards of ethics during the selection process and later during the execution of the work. Embassy may reject a proposal at any stage if it is found that the entity selected has indulged in corrupt or fraudulent activities in competing for or in executing the assigned work in question and may also declare the entity ineligible or blacklist it either indefinitely or for a stated period of time.

16. Consortium, Joint Venture, subletting, sub-contracting or hiring of services of other entity for execution of the services under this tender is not allowed.

17. If any dispute(s) arises with reference to any of the provision of the contract, the decision of Head of Mission shall be final and binding.

18. The contractor shall have to ensure that their employees during the contract have an appropriate insurance of granting suitable compensation for unforeseen circumstances. In no case the Embassy would be liable for any compensation to any employee of the contractor.

19. In case the contractor backs out midway without the explicit consent of the Embassy, he shall be liable for recovery at higher rates. The above act of backing out shall automatically debar the contractor from any further dealing with this Embassy & the Performance Bank Guarantee amount shall stand forfeited;

20. If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the payment due to the contractor. The decision of the Embassy shall be final and binding in this regard;

21. The Bidder shall abide by and comply with all relevant laws and regulations which are followed particularly with respect to payment of wages to its employees, functioning of Company, Tax Returns etc.

B) Termination

1. Notwithstanding anything elsewhere provided herein and in addition to any other right to Embassy under the contract or otherwise including right of Embassy to claim compensation for delay, the Embassy may, without prejudice to the right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine the Contract. Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract:

- a) Failure to provide at the job site, sufficient labour, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof.
- b) Failure to execute the works or any of them in accordance with the contract.
- c) Disobedience of any order or instruction of the Embassy in accordance with the contract.
- d) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by Embassy
- e) Abandonment of the works or any part thereof.
- f) If the Contractor is incapable of carrying out the work.
- g) If the Contractor misconducts in any manner.
- h) Delay in execution of work, which in opinion of the Embassy shall delay the completion of work beyond the stipulated date of completion.

2. The reason for the termination stated in the notice of termination shall be final and binding upon the Contractor and shall be non-arbitrary. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

C) Project Duration & Acceptance Certificate

1. The entire work including Supply, Installation, Integration, Testing and Commissioning should be completed within 60 days of releasing the work order.
2. The entire documentation and testing reports should be submitted within 7 days after completion of work.
3. On successful completion of the work as per the 'Scope of work' of this tender document, the Contractor shall request to Embassy for issue of 'Final Acceptance Certificate' for the work carried under this contract.
4. The complete work shall be subject to inspection by Embassy. The performance of the system as a whole will be verified in line with the standards and norms as per the 'Scope of work'.
5. On successful verification, the contractor will be issued the 'Final Acceptance Certificate'. In case any deficiencies are noticed during the inspection, the contractor will be liable to make good the deficiency failing which the 'Final Acceptance Certificate' will not be issued.
6. The Contractor will be entitled to submit its bill for final payment only when 'Final Acceptance Certificate' is issued by Embassy

D) Payment Terms

1. An advance payment of 40 % of the awarded value will be paid to contractor for delivery of active and passive components at the site as per the requirement & scope of work of the tender.
2. The remaining payment of 60% will be done after satisfactory completion of the project and on production of Final Acceptance Certificate issued by the Embassy.
3. No loan from any bank or financial institution will be recommended on the basis of the order of award of work.
4. Mode of payment shall be electronic transfer to a bank account provided by the bidder for the purpose at the time of award of contract preferably in the local currency i.e. Russian Ruble. Acceptance of any other mode of payment or payment in any other currency would be at the discretion of the Embassy.

E) Site Visit

- a) The bidder, at their own responsibility, cost and risk, is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the works. The costs of visiting the site shall be at the bidder's own expense.

b) It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

c) All the bidders are requested to do the site visit on 30.07.2020 from 1100 hrs to 1500 hrs. A prior appointment should be made with Establishment Section of the Embassy of India (Tel. No. 495-7837535 /Extn. 333) for this purpose. Bank details of Embassy may be obtained at the time of visiting the site or through email at estt.moscow@mea.gov.in.

TENDER NOTICE No. MOS/PROP/884/3/2020 dated 22.07.2020

SECTION-6

(Dispute Settlement, Force Majeure & Penalty Clause)

6.1 Dispute Settlement

If any dispute or difference arises between the parties hereto as to the representatives, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

- The sole arbitrator shall be appointed by the mutual consent of both parties.
- The venue of the Arbitration shall be at Delhi/ as per discretion of Embassy.
- The language of arbitration proceedings will be English only.
- Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

6.2 Force Majeure

(a) Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

(b) For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the Embassy either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(c) If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Embassy in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

6.3 Penalty

If the Contractor fails to complete the execution of works or any section by the time for completion, within the relevant time prescribed, then the Contractor shall pay liquidated damages to Embassy at the rate of the 0.5 % of contract value for per week of delay or part thereof subject to maximum of 5% of the contract value. Embassy may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract. The decision of Competent Authority of the Embassy in this regard would be final and binding.

6.4 Corrupt or fraudulent practices

- a) It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
- b) Embassy shall reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- c) Embassy may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract.

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/884/3/2020 dated 22.07.2020

SECTION-7
(Technical Bid)

ANNEXURE-A

The sealed envelope (containing Technical and Financial bid separately) supporting all the documents certifying the eligibility criteria along with registration certificate and work experience must be submitted as per schedule to the Embassy of India, Moscow (address: Embassy of India, Vorontsove polye 6-8, Moscow 105064).

Sl. No.	Document
1	Contact Details Form (Form-I)
2	EMD of Rub. 2,50,000/- + Tender Fee of Rub. 1,000/- (scanned copy of bank transfer for both amount)
3	Scanned copy of Affidavit (Form-II)
4	Certified copies of Registration and Incorporation particulars of Company/Firm from appropriate authorities (must be registered on or before 01.07.2015)
5	Certified copies relevant registration and licenses
6	Proof of experience of completion of similar nature of work during the last 3 years i.e. from 01.04.2017 to 31.03.2020 (Agreement copy of job order may be attached)
7	Audited balance sheet of firm/company certifying the annual turnover
8	Power of Attorney/Authorization by the company for signing the bid documents
9	Signature and seal of bidder on each page of tender documents needs to be submitted for agreeing to the terms and conditions of tender documents
10	Detailed technical specifications, dimensions, brochures, make, model, photo catalogues, and conformance to standards as mentioned about the quoted components in scope of work
11	Draft contract to be signed with the agency (Both in Russian & English language)
12	Duly filled in financial bid (price schedule) in separate sealed cover
13	Scanned copy of Non-disclosure of Information and Integrity Pact (Form-III)

Note:- a) A duly constituted committee will evaluate eligibility criteria of the bidders. Financial bids of only those bidders would be taken into consideration who have submitted documentary proof as sought in above table for fulfilling eligibility criteria and found eligible by duly constituted committee.

b) If, at any given point of time, it was found that false information/certificates have been furnished by the bidder to fulfil the eligibility criteria, the work order will be cancelled and performance security alongwith the pending invoices till date will be forfeited. Further, the firm will be blacklisted and would not be allowed to participate in future. False claims made by the firm will be reported to the concerned authorities in Russia/India, as decided by competent authority of the Embassy.

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company shall be black-listed and shall not have any dealing with the Embassy in future.

Signature of the authorized
signatory of the Bidder with
seal of the firm/company

Name: _____

Mob No. _____

Email id _____

Date: _____

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/884/3/2020 dated 22.07.2020

SECTION-8
(Financial Bid)

ANNEXURE-B

Subject: QUOTATION FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ACTIVE & PASSIVE COMPONENTS OF LOCAL AREA NETWORK IN EMBASSY OF INDIA, MOSCOW

S No.	Item/Product	Model/Specifications/ category (If any) <i>(To be provided by bidder)</i>	Quantity (measurement unit, if any)	Quote Price (in Rubles)
Part-I (Passive Components)				
1	UTP Cat6 Cable			
2	Optical Fibre Cable			
3	Connectors for Cables, Rack, Jack Panels, I/Os and other components			
4	Patch Cords			
5	Patch Panels/Jack Panels, Information outlets, LIUs (designed for 24 port switches)		Set of 12	
6	Socket Panel		230	
7	Marking/Labelling of Cable, sockets, Rack and other components			
8	Mounting Rack		11	
9	PVC Conduit, Outdoor cable protection material			
10	Cost of fixing/ installing of PVC Conduits, laying out Cables and other related passive components			
11	Preparation of Project Documentation & network architecture involving maps of location of sockets, cable layout, switches, routers, Jack Panels etc.			

Part-II (Active Components)				
1	24-Port L2 Switch (license, if any, should be included)	-model-	12	
2	4- Port Router (license, if any, should be included)	-model-	01	
3	16-Port Router (license, if any, should be included)	-model-	02	
4	Power distribution arrangements (MCBs, Power supply adapter and other similar equipment for supplying power to Jack Panels and active components			
5	Cost for fixing/installation/integration of Active Components			
Part-III				
1	Cost for removal of Existing PVC Conduit, Cables and other existing components			
2	Cost for dismantling of the Components			
				Total- _____

Note: a) The rates quoted by the bidder shall remain firm throughout the contract period and there shall be no upward revision of the rates quoted by the bidder for any reason what so ever.

b) The above rate are exclusive of taxes.

Signature of the authorized signatory of the Tenderer with
seal of the firm/company

Name: _____

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/884/3/2020 dated 22.07.2020

(SECTION-9)

FORM-I

CONTACT DETAILS FORM

1	Name of the Company	
2	Name and designation of authorized representative	
3	Communication address	
4	Telephone and mobile No.	
5	Fax No.	
6	Email id	

Embassy of India
Moscow

TENDER NOTICE No. MOS/PROP/884/3/2020 dated _____

(AFFIDAVIT)

I/we Partner(s)/
Legal Attorney/ Proprietor(s)/ Accredited representative(s) of M/s
.....solemnly declare that :

1. I/we or our partners do not have any relative working in the Embassy of India, Moscow or the Ministry of External Affairs (MEA), New Delhi.
2. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
3. My/our bid shall be valid for a period of 120 days from the **last** date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon me/us and may be accepted at any time before the expiry of the period.
4. If my/our bid is accepted, I/ we commit to submit a Performance Guarantee in accordance with the Bidding Documents.
5. If any information or document submitted is found to be false/incorrect, Embassy of India, Moscow may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
6. I/we also declare that the Embassy of India, Moscow, Government of India, Govt. of Russia or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
7. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them; including the condition that Embassy of India, Moscow is not bound to accept highest ranked bid / lowest bid or any other bid that Embassy may receive.

(Signature of the Tender with Seal)

Seal of company with date:

CONTRACT BETWEEN THE EMBASSY OF INDIA, MOSCOW AND
_____ FOR SUPPLY, INSTALLATION AND
COMMISSIONING OF ACTIVE & PASSIVE COMPONENTS OF LOCAL AREA
NETWORK IN EMBASSY OF INDIA, MOSCOW

**UNDERTAKING FOR INTEGRITY/NON-DISCLOSURE OF
INFORMATION/DATA**

The Contract signed between the Embassy of India, Moscow, represented by T. J. Suresh, Counsellor (HOC) (hereinafter referred to as "The Customer") and M/S _____ (hereinafter referred to as "The Contractor") for supply, installation and commissioning of active & passive components of Local Area Network in Embassy of India, Moscow

I, the contractor, hereby undertake that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Embassy, for execution of CONTRACT, shall not be disclosed to any other party under any circumstances during or even after the contract period is over;

I, the contractor, hereby undertake to furnish full details, as may be required, of all personnel deployed for the execution of contract to the Embassy, to facilitate background checks. I further undertake to immediately intimate the Embassy of any information that may come to the knowledge of the company, which may have a security implication. The contractor shall replace its employees working on the project in the Embassy immediately as and when Embassy finds anything adverse about them.

I, the contractor, hereby undertake that the Embassy will be informed about legal, civil, criminal or security cases against the contractor or its representatives/engineers at least three years before the contract period and during the contract period.

I, the contractor, hereby undertake that all the active & passive components to be commissioned under this contract will be of genuine quality and newly purchased from authorized distributors only. The work shall be executed without any tampering of the device/equipment.

For Contractor:

Signature:

Name:

Designation:

Seal of the Company:

Signed on

Witness:

1.

2.