

Tender Ref No : **KUA/PROP/885/6/2006**



**High Commission of India,  
Kuala Lumpur**

**TENDER NOTICE**

Supply of Video Conference Systems and Solution for the  
High Commission of India, Kuala Lumpur

**Sub:** Tenders are invited from reputed Firms/Companies based in Kuala Lumpur, Malaysia for Supply of Video Conference Systems and Solution for the High Commission of India, Kuala Lumpur

**IMPORTANT DATES**

<b>Tender Reference No.</b>	<b>No.KUA/PROP/885/6/2006</b>	
<b>Name of Organization</b>	High Commission of India, Kuala Lumpur	
	Date	Time (Kuala Lumpur Local time)
Date of Publishing	17.11.2021	1200 hrs
Bid Document download start date	17.11.2021	1300 hrs
Clarification start date	17.11. 2021	1200 hrs
Clarification end date	07.12.2021	1200 hrs
Bid Submission start date	17.11.2021	1300 hrs
Bid Submission end date	08.12.2021	1300 hrs
Bid opening date	08.12.2021	1400 hrs

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**1. Introduction:**

The High Commission of India, Kuala Lumpur (hereinafter referred to as "High Commission") proposes to invite Request for Proposal (RFP) tenders from the eligible vendors to provide Video Conference Solution & Services for the Mission as described under scope of work. This includes supply, installation and commissioning of Video Conference equipment, training and procurement of new Video Conferencing Infrastructure as listed in the **Annexure-I**.

The list and particulars of items as well as general terms and conditions of the 'Tender' can be downloaded from this High Commission's website: [www.hcicl.gov.in](http://www.hcicl.gov.in).

**2. Objective:**

The High Commission intends to engage reputed Service Provider for supply / installation of video conference equipment for its office. This service includes supply, installation, commissioning of video conferencing equipment & accessories, configuration.

**3. Scope of Work:**

The purpose behind issuing this RFP is to invite technical and commercial bids for selection of service provider for providing Video Conference Solutions & Support Services, as per specifications given below:

Sl. No.	Item
1.	Polycom Studio or any other VC equipment which has audio / video USB sound bar with auto track 120 degree FOV, 4K camera, BT speakerphone, Wifi device management (with remote)
2.	Two (2) Expansion Microphones
3.	Green Screen (14'X20')
4.	Supporting upright pole, cross bar for green screen, base plate & pigot
5.	Rolling TV and c/w laptop tray
6.	Laptops (2 units) – Macbook Air 13.3"
7.	Testing & Commissioning
8.	Display Device (TV) – 65"

#### 4. **Terms and Conditions:**

- The Bidder shall be responsible for delivery and installation of the ordered item(s) at the site and for making them fully operational at no extra charge within two weeks of the date of purchase order.
- At the discretion of the High Commission, there will be an acceptance test conducted by the Bidder in presence of the Mission officials after installation of complete item(s). In case of serious discrepancy in the offered equipment supplied, the High Commission may cancel the entire purchase order and return the item(s) back to the Bidder at Bidder's costs and risks.
- The Bidder shall give acceptance of the order within two days from the date of order. High Commission has right to cancel the order, if the same is not accepted within the stipulated period from the date of order.
- The selected Bidder has to submit proof for back to back warranty / support for all the VC equipment for this tender.
- All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Mission, will be borne entirely and exclusively by the Respondent.
- No binding legal relationship will exist between any of the Respondents and the High Commission until execution of a contractual agreement.
- Each Recipient acknowledges and accepts that the Mission may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor.

5. **Submission of Bids:** Prospective bidders are requested to submit their bids in two parts i.e (1) Technical Bid and (ii) Financial Bid. The Technical and Financial bid should be submitted together in a separate envelope, superscribed with "Technical & Financial Bids for VC system and solution for High Commission of India, Kuala Lumpur". The last date for submission of duly completed bids is 8 December 2021 latest by 1200 hrs and should be sent by email to hoc.kl@mea.gov.in in .pdf format. The bids may also be physically submitted to the High Commission of India, Kuala Lumpur, Wisma Hrih Lotus, Level 1, 442 Jalan Pahang, 53000 Kuala Lumpur. The bids are to be submitted in prescribed format, given in the Annexure as follows:

- Authorization Letter (Annexure-I)
- Format for Vendor particulars (Annexure-II)
- Vendor's Experience (Annexure-III)
- Format for Technical Bid (Annexure- IV)
- Format for Financial Bid (Annexure-V)

6.1 **Technical Bid:** The Bidder is expected to submit the Technical Bid as specified in the RFP document. Material deficiencies in providing information requested for may result in rejection of proposal. The following documents should be attached with the Technical Bid (Annexure-IV):

An undertaking on the letterhead of the Agency and signed by an authorized signatory that the Agency will undertake the assignment, in accordance with the scope of work detailed in the RFP document

The Technical Proposal shall not include any financial information.

7. **Financial Bid:**

- The financial bid (**Annexure-V**) should be sent in a separate envelope. In the event of unforeseen conditions, the opening may be deferred and new date and time will be accordingly intimated to those who applied by the last date. All the prospective service providers should invariably share the contact details of the person to coordinate in this process. The Financial Bid should include costs/expenses of the Agency for undertaking work as detailed in the Scope of Works
- It is to be noted that taxes/VAT as applicable will be paid as per actual and the same are required to be indicated in the financial bid.
- The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- All prices should be quoted in US\$ or equivalent INR and indicated both in figures and words.
- The cost should include all travel costs, shipping/mail, telephone/fax charges and agency administrative costs that may be incurred by the agency as part of this contract.

8. **Late Bids:** Any bid received after the last date and time specified for submission for the same, shall not be accepted under any circumstances. Bids received after the last date and time shall be summarily rejected and no correspondence in this regard will be entertained.

9. **Clarification and Amendment:** In case any prospective bidder requires any clarification with regard to the terms and conditions, a written clarification may be sought by email addressed to hoc.kl@mea.gov.in at any time prior to the deadline for submission of bids. The Mission may, for any reasons, whether on its own initiative or suitability of its own requirement or in response to a clarification requested by a prospective bidder, modify the terms and conditions by making necessary amendment(s). The amendment(s) will be notified on CPP Portal and on Mission's website and will be binding on them. The deadline for submission of bids may also be extended at the sole discretion of the Mission. The last date for receiving the clarification requests is 7 December 2021. Any query received beyond the specified timeline would not be entertained.

10. **Earnest Money Deposit:** Service Provider / Vendor are required to submit Earnest Money Deposit (EMD) for amount of RM 500 (Malaysian Ringgit Five hundred only) along with Technical Bid. The EMD may be submitted in the form of Bank Guarantee from any of the public sector banks or a private

sector bank authorized to conduct government business as per format EMD is to remain valid for a period of forty-five days beyond the date of opening of the tender. No interest will be payable to the Bidder on the amount of the EMD. Bids without Earnest Money would be rejected and no further correspondence shall be entertained in this regard. Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible.

**11. Undertaking:** The bid must be signed by the authorized person and seal affixed on every page and thereafter complete signed document must be submitted. An undertaking should be submitted along with the bid indicating that "I/We accept the above terms and conditions. I/We undertake that I/we have carefully studied all the terms and conditions and understand the parameters of the proposed work of the High Commission and shall abide by them. I/we further undertake that the information given are true and correct in all respect and I/we hold the responsibility for the same."

**12. Evaluation Criteria:** A duly constituted Tender Evaluation Committee will evaluate all the bids received in accordance with the terms and conditions as deemed fit by the High Commission. List of all the agencies fulfilling the technical requirements will be prepared. The financial bids of only those firms who are found qualified on all technical parameters will be opened on the day and time specified. The Committee may seek clarification/additional information from the firm/agency in case it is so required to evaluate the bids and help in decision making for the purpose of selection of successful service provider. Incomplete and conditional bids will not be accepted and summarily rejected. The contract will be awarded to the bidder on the basis of the least financial outgo. Successful Bidder will be informed of the decision and he/she will be required to supply and install the VC system and solutions at the High Commission within two weeks from the confirmation of order.

**13. Other terms and Conditions**

- The High Commission of India, Kuala Lumpur may, at its discretion, extend the deadline for submission of bids by issuing an Addendum in which case all rights and obligations of the proposed project and the agencies will thereafter be subject to the deadlines as extended.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned Officer, latest by the last date of bid submission or as specified in the tender documents. The details of the EMD), physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

**14. Payment Terms:** Payment will be made in Malaysian Ringgit or Indian Rupees by the High Commission of India, Kuala Lumpur to the successful vendor's designated bank account by bank transfer after successful supply and installation of the VC system and solutions.

**15. General Terms and Conditions**

- The mere submission of RFP shall not confer any right whatsoever on the submitting entity.
- The RFP shall remain valid for a period of 6 months from the date of publication of RFP.
- It shall be obligatory on part of the submitting entity to furnish any further information as may be sought by High Commission of India, Kuala Lumpur.
- Neither the issue of this invitation for RFP nor any part of its contents is to be taken as any form of commitment or acknowledgement on part of High Commission of India, Kuala Lumpur to proceed with any RFP or any entity. High Commission of India, Kuala Lumpur reserves the rights to annul or terminate the process or reject any RFP at any time or stage without assigning any reason.
- EMD of RM 500/- to be submitted along with technical bid.
- This RFP is not an agreement and is neither an offer nor invitation by High Commission of India, Kuala Lumpur to the prospective Bidders or any other person.
- High Commission of India, Kuala Lumpur may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP High Commission of India, Kuala Lumpur reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- High Commission of India, Kuala Lumpur shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

**16. Penalty Clause:**

- If the bidder withdraws or alters the bid before the expiry of bid validity period, High Commission may take the decision to forfeit the EMD and debar it from participating in future tenders.
- If at any future point in time, it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfil any of the contractual obligations, the High Commission may take a decision to cancel the purchase order with immediate effect.

**17. Governing Laws and Jurisdiction:** The contract shall be construed and governed by the laws of India, and the parties hereby submit to the exclusive jurisdiction of the New Delhi court of law.

**18. Settlement of Disputes 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 representative rights, duties or liability of the parties shall be referred to the sole arbitration under the Arbitration and Conciliation Act 1996 as amended up to date. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

Sd/-  
(Devender Singh)  
Head of Chancery  
High Commission of India Kuala Lumpur  
15 November 2021

**AUTHORIZATION LETTER**  
(to be submitted in company letterhead)

To

High Commission of India  
Kuala Lumpur

Subject: Proposal for Supply of Video Conference Systems and Solutions  
for the High Commission of India in Kuala Lumpur

Sir,

We, the undersigned vendor/service provider, having read and examined in detail, propose to provide the Services as specified in the bidding document no.....

1. All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents.
2. All the prices and other terms and conditions of this proposal are valid for a period of 120 calendar days from the date of opening of the Bids.
3. We, do hereby confirm that our Bid prices include all taxes, levies etc.
4. We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake Services as per these terms and conditions.
5. We declare that our prices are as per the technical specifications and bid documents. These prices are indicated in Annexure(s) attached with our proposal as part of the commercial bid.
6. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the tender document.
7. We enclose herewith the complete Technical Bid as required by High Commission.

This includes:

- Authorization Letter (Annexure I)
- Vendor Information (Annexure II)
- Vendor's Experience (Annexure III)
- Technical Bid (Annexure IV)
- Financial Bid (Annexure V)
- Earnest Money Deposit

8. Certified that we are:



A sole proprietorship firm and the person signing the tender proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement by virtue of general power of attorney;

Or

A Company and the person signing the tender is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections /deletions should invariably be duly attested by the person authorized to sign).

We do hereby undertake that until a contract is prepared and executed, this bid together with High Commission of India, Kuala Lumpur's written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Signature of vendor representative

Address:

Detail of enclosures:

Telephone No:

## 1) HOW TO APPLY

The prospective bidder is accordingly advised to go through the scope of work before preparation of bid.

The quotation amount should be quoted on monthly rates separately and any taxes/levies should be indicated separately.

Unrealistic rates quoted by the bidders shall not be considered. Therefore, bidders are required to quote realistic rates keeping in view the cost of scope of work given below while filling the quotation, the bidder is to adhere the guidelines of the High Commission in letter and spirit. The High Commission of India reserves the right to reject any quotation solely for scrap the whole process without assigning any reason. No claim whatsoever in this regard shall be entertained.

Any clarification on this tender may be obtained from "Head of Chancery, High Commission of India, Kuala Lumpur" in person or by email: [hoc.kl@mea.gov.in](mailto:hoc.kl@mea.gov.in)

The bids (Technical and Financial bids) should be sent in two separate sealed envelope to **Mr Devender Singh, Second Secretary (Head of Chancery), High Commission of India, Kuala Lumpur, Wisma Hrih Lotus, Level 1, No. 442, Jalan Pahang, 53000 Kuala Lumpur, Tel.: +603-4026-9898**

Technical & Financial Bid proformas are placed at Annexure III & IV.

For questions, they may contact Mr. Devender Singh, Head of Chancery at email id: [estt.kl@mea.gov.in](mailto:estt.kl@mea.gov.in) or Ph : +603-40269898.

**Contents of technical bid:**

Sl. No	Document
1.	Earnest Money Deposit (EMD) of MYR 500 in the form of Demand Draft/Cheque in favour of High Commission of India, Kuala Lumpur
2.	Copy of Registration/Incorporation
3.	Copy of TAX returns for the last three years
4.	A list of owners / partners etc. of the agency
5.	Copy of Certificate to that the vendor has been working with foreign Embassies/ High Commissions, if available
6.	Copies of award of contracts along with Certificate of satisfactory performance from Government/ Departments/ private organizations of repute, if available
7.	Copy of proof of qualification / additional skills in respect of the team proposed to be employed by the Agency
8.	Copy of an audited statement of account of the Agency
9.	Self certification regarding Manpower employed by Agency

Annexure-V

<b>Sl. No.</b>	<b>Item</b>
1.	Polycom Studio or any other VC equipment which has audio / video USB sound bar with auto track 120 degree FOV, 4K camera, BT speakerphone, Wifi device management (with remote). The approximate size of the boardroom where the VC system will be installed is 22'(L)X 12'(W).
2.	Two (2) Expansion Microphones
3.	Green Screen (14'X20')
4.	Supporting upright pole, cross bar for green screen, base plate & pigot
5.	Rolling TV and c/w laptop tray
6.	Laptops (2 units) – Macbook Air 13.3”
7.	Testing & Commissioning
8.	Display Device (TV) – 65”

**Financial Bid Proforma**

Subject: Selection of an agency for managing Mission's accounts / handles across various social media platform

1. Name of the Agency:

2. Address of the Registered Office:

3. Correspondence address:

4. Contact details:

(a) Telephone:

(b) Fax:

© E-mail:

S. No.	Item	Charges per month in MYR	Remarks, if any
1			
2			
3			
4			
5			
6			
7			
8			
	Total		

[Signature(s) of the Tenderer(s) with Name, Designation, Date & Seal]