

Tender for work:- Replacement of Network/PABX System and its full Infrastructures in main Chancery building

Scope of work

Introduction:- Scope of work given below is tentative. The bidder may inspect the site and understand the full scope of work. They may add any other item required to complete the work. Their quote on form of tender should include the cost of complete work which includes the scope of work mentioned below and also the additional item of work which they feel necessary for completion of the work. The bids shall be compared based on final amount mentioned in the bid.

Scope of Work

Network/PABX System and its full Infrastructures_is required to be replaced at main Chancery premises comprising 4 floors with 2 basements. The work involves network construction for telephone cable and internet connection cable to each office of Embassy personnel, library and multi-purpose hall from main server room which will be located on ground floor and supply/installation of PABX System and 50 Digital keyphone instrument units with Network system with fire wall.

The following facilities need to be installed:

- Network cable construction for PABX line and Internet connection line with proper coverings and installation/supply of digital keyphone instrument on each floor:
 - 2 Telephone lines + 2 Internet connection lines for Multi-purpose hall on b2 floor
 - 5 Telephone + 5 Internet lines for Defence office on b1 floor
 - 4 Telephone lines + 4 Internet lines for Reception area on ground floor
 - 5 Telephone lines + 5 Internet lines for Amb's office on 2nd floor
 - 12 Telephone lines + 12 Internet lines for Administrative office on 3rd floor
 - 7 Telephone lines + 7 Internet lines for DCM's office/Political office on 4th floor
- Supply/installation of main PABX system which have maximum 50 capacity with proper lockable rack
- Supply/Installation of Network hub system with Firewall which have maximum 50 capacity with proper lockable rack
- Supply/Installation of 50 Digital Key-phone instrument
- Warranty, minimum 1 year
- Interiors works near around, if any
- Miscellaneous works, if any
- All the materials which used for above works have to be same level or higher than Korean Standard

(Note: The site of work may be inspected by the interested bidder to estimate scope of work and at that time add any other item which may be further required by Embassy for completion of work.)

EMBASSY OF INDIA
SEOUL

**Tender for work:- Replacement of PABX System and Infrastructures in the
main Chancery Building of Embassy of India, Seoul**

TERMS AND CONDITIONS:

1. **Lump Sum Fixed Price Tender-** This is a LUMPSUM FIXED PRICE TENDER/BID with the Extent of Work as shown in "Scope of work". The Tenderer shall examine the scope of work and other 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. The Tenderer shall visit and acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of this report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

Bidders are required to **quote Lump sum fixed price**, to be quoted both in figures and in words in Korean Won only. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender, which shall be the basis for deciding the tender quote and the L1 bidder.

2. The Bid shall be submitted in **sealed envelope**.
3. The Bid shall be submitted before *4.00 p.m. on or before 11 October 2018* at the **Embassy of India, 101, Dokseodang-ro, Hannam-dong, Yongsan-gu, Seoul**. Any Bid received after this date and time will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.
4. **Opening of Bids-** Bids shall be opened at after the last day of submission at the Embassy of India, Seoul
5. **Amendments to Tender Document-** At any time prior to the date of opening of the tender, the Employer may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum by email to the Employer.

Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Employer 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 Employer to all Bidders. Tenders received after this date will not be considered.

6. **Disqualification of Tender-** Tender may be disqualified for any reason including, but not limited to the following:
 - a) If tenderer sets forth any conditions which are unacceptable to the Employer.
 - b) 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.

- c) If there is evidence of collusion between Bidders.
- d) If Tender sets forth any offer to conditionally discount, reduce or modify its tender.

7. Compliance with Laws and Regulations and Pricing of Schedule of Quantities

The attention of Bidders 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.

- 8. Fixed Priced Lump Sum Tender** - Price escalation, in rates due to any reason such as change in foreign currency, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas etc), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion etc shall not be applicable. Quoted price shall be exclusive of VAT.

9. Payment shall be released on completion of the job.

10. Period of completion for the work is one week. Commencement date of work shall be counted from the next day of Issue of letter of award or from the date of handing over of site whichever is later. Liquidated damage shall be levied on contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damage shall be calculated @ 0.5% of contract amount per week limited to maximum 10% of contract amount. This shall be computed on per day basis.

11. Defects liability period shall be 365 days from date of practical completion of work. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. For water proofing work the guarantee for the work shall be 10 years from date of completion.

12. Retention money/Bank Guarantee :- Retention money @ 10 % of contract amount shall be retained. The entire balance retention money shall be released at the end of defects liability period after satisfactory performance of work / workmanship of the work during defects liability period. The retention money can be converted in Bank Guarantee of equivalent amount.

13. Contractor's all risk policy:- A suitable Contractor's all risk policy shall be obtained by contractor at his own expense as per the prevailing local practice/local law before commencement of work. Mission shall be indemnified from any mishaps/accident at site.

14. Workmen Compensation policy:- A suitable Workmen Compensation policy as per prevailing local practice/local law shall be obtained by contractor at his own expense before commencement of work. Mission shall be indemnified from any mishaps/accident at site.

15. No mobilization advance shall be paid.

16. Specification: The item of work / material used in the work shall be complying with the standard of quality like British standard / American standard / Indian Standard or equivalent. The material used /or workmanship should be of equivalent or higher standard than the existing items. Sound engineering practice should be adopted in all items of work execution.

17. Contractor is bound to complete the work once they deposit the performance bank guarantee and signs the contract agreement. In case of non-completion of work or showing

no intention to complete the work within stipulated time of completion of work or within approved extended time of completion of work, the mission shall be at liberty to forfeit retention money / performance guarantee and any other dues of contractor available with department.

18. Contractor is also bound to rectify / replace the defective item of work or workmanship which may come to notice during defects liability period or within the the guarantee period of the work at his own risk and cost. In case of non-compliance of removal / rectification/ replacement of defective item of work or workmanship , the employer shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the contractor available with the Employer.

19. On completion of work, contractor shall submit all equipment manuals, guarantee cards, specifications etc. The final bill of work shall be paid only of completion of work and depositing all documents as above.

20. The site will also be available for inspection. Prior intimation/appointment needs to be made.

21. **Arbitration:** Any matters, which are not specifically stipulated herein, shall be determined through mutual consultation pursuant to pertinent laws, regulations and prevailing practices of Republic of Korea and the relevant provisions of the international law. Contract is to be interpreted, according to local legislations and mediation of disputes from the contract will be done by MOFAT/in accordance with UNCITRAL Arbitration Rules, according to Vienna Convention immunities & privileges regarding diplomatic and consular relations. The venue of arbitration shall be Seoul metropolitan city. The language of the Arbitration proceedings shall be English.

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(R. Venkatesan)
First Secretary (HOC)
20 September 2018