

Embassy of India  
Seoul  
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TENDER NOTICE

SUBJECT : TENDER FOR PAINTING WORK AT EMBASSY RESIDENCE, 116  
ITAEWON-DONG, YONGSAN-GU, SEOUL.

ON BEHALF OF THE PRESIDENT OF REPUBLIC OF INDIA, EMBASSY OF INDIA, SEOUL INVITES SEALED BIDS FROM EXPERIENCED CONTRACTORS FOR PAINTING WORK AT EMBASSY RESIDENCE, 116 ITAEWON-DONG, YONGSAN-GU, SEOUL.

BID PROCESS

2. Tender document specifying in detail the scope of work, instructions to bidders, terms and conditions for the bid, technical parameters and form is enclosed.
3. Interested firms can visit the site from 28 December 2020 after prior appointment with Embassy of India (Tel.00-82-2-7974258 – Ext.133)/ e-mail [hoc.seoul@mea.gov.in](mailto:hoc.seoul@mea.gov.in).
4. The last date of submission of sealed bids is 18 January 2021, in the office of Head Of Chancery, Embassy of India, Seoul.
5. Any queries or comments may be addressed to Head Of Chancery.

  
*J. Healtha*  
JOSE ANTO HEALTHA  
HEAD OF CHANCERY  
28 DECEMBER, 2019  
TEL. NO.02-2984257  
EMAIL ID [hoc.seoul@mea.gov.in](mailto:hoc.seoul@mea.gov.in)

EMBASSY OF INDIA  
SEOUL

NAME OF WORKS: PAINTING WORK AT EMBASSY RESIDENCE, 116 ITAEWON-DONG, YONGSAN-GU, SEOUL.

TENDER DOCUMENTS

Period of Completion: 30 days

**Tender Contents**

**A. Technical Bid Documents:**

- Document I : Invitation to Tender/Bid
- Document I – S-I : Instruction to Bidders (Section-I)
- Document I – S-II : Introduction and Credentials of Bidder (Section-II)\*
- Document I – S-III : Terms and Conditions of contract (Section-III)
- Document I – S-IV : Scope of Work (Section-IV)
- Document I – S V : Form of Tender
- Document I – S VI : Bank Guarantee Proforma for Earnest Money Deposit /Tender Security
- Document I – S-VII: Bid Security Declaration (Section-VIII)

\*Section-II - Documents about the bidders, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents can be supplied and attached by bidders.

**B. Financial Bid Documents:**

- Document II : Schedule of Quantity / Items (BOQ) for Variations – Bidder to give his anticipated quantity of each item along with rates. Additional items may be quoted by Bidder. (Section-V)
- Document III : Form of Tender - Financial bid letter (Section-VI)  
(Lump sum fixed price to be quoted on this form by Bidder)
- Document IV : Standard formats for Earnest Money Deposit / Bid Security / Guarantee, etc. (Section-VII)

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Embassy of India, Seoul

INVITATION TO TENDER

NAME OF THE WORKS: PAINTING WORK AT EMBASSY RESIDENCE, 116  
ITAEWON-DONG, YONGSAN-GU, SEOUL.

Embassy of India, Seoul for and on behalf of the President of India invites Lump-sum fixed price tender for painting work at embassy residence, 116 Itaewon-Dong, Yongsan-gu, seoul.

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

<b>Technical Bid Document:</b>	
Document - I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
<b>Financial Bid Document:</b>	
Document - II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document - III	Schedule of Items
Document - IV	Conditions of contract including standard formats for BG / Guarantee, etc.

The Tender shall be submitted before 3.00 p.m. on or before Friday, 18 January 2021 in the Office of Ms. Jose Antro Healtha , Head of Chancery, Embassy of India, Seoul, 101, Dokseodang-ro, Yongsan-gu, Seoul 04419, Republic of Korea.

Any Tender received after this date and time will not be considered. Technical Tender only shall be opened on the last day of submission at the office of Head of Chancery by the Committee formed by the Ambassador in this regard.

The Tender shall remain valid for a period of One Hundred Twenty (120) days from the date of opening or any extended period.

**Annual Turnover criteria:** The annual turnover of the tenderer should be equal to the cost works during the immediate last three consecutive financial years. The tenderer should not have suffered a loss in any of the previous five financial years.

**Defect Liability Period:** Defects Liability period will be twelve months from completion of project.

Contractor shall quote his Lump-sum Fixed Price based on the enclosed **Scope of Work**. 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 within Fifteen (15) days from the date of issue of Acceptance letter to Letter of Intent or handing over the site, whichever is later.

The Period of Completion for the whole of the works is **30 days** calculated from the Fifteen days from the date of issue of Acceptance Letter to Letter of Intent or handing over the Site, whichever is later. Such 15 days period being defined as the mobilization period.

**Arbitration:**

Settlement of Disputes: If there is any dispute or difference in the interpretation of the tender document, the same shall, at the first instance, be resolved through negotiation and consultation. If the dispute remains unresolved even after 30 days of such consultation, either of the Parties may initiate arbitration proceedings in accordance with UNCITRAL Arbitration Rules. The venue of arbitration shall be Seoul metropolitan city. The language of the Arbitration proceedings shall be English.

Governing Law: The Tender and the Contract are governed by the applicable local laws.

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 Specialists names he proposes to use on the Works.

**Embassy of India, Seoul**, however, will always have the right to accept or reject any pre-approved sub-Contractor 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 sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

## Section-I

### INSTRUCTION TO BIDDERS

- 1.0 The Bidding Documents comprise of:
- |              |                                                                                      |
|--------------|--------------------------------------------------------------------------------------|
| Section-I    | Instruction to bidders                                                               |
| Section-II   | Introduction and Credentials of Bidder                                               |
| Section -III | Terms and conditions of Contract                                                     |
| Section - IV | Scope of work                                                                        |
| Section - V  | Schedule of Quantity (to be prepared and submitted by Bidder)                        |
| Section - VI | Form of Bid (Fixed price lump-sum amount to be quoted by Bidder in the given format) |
- 2.0 **Validity of Bid** - The Bid shall remain valid for a period of 120 days from the date of the opening of the bid or up to any mutually extended period.
- 3.0 **Cost of Tendering** - The Employer will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submittal of his Tender/bid.
- 4.0 **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with Extent of Work as shown on scope of works. 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.
- 5.0 **Tender and Schedule of Quantities -**
- (i) Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item. Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project. The Contractor prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit. It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document. No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.
- (ii) Bidders are required to quote Lump-sum fixed prices on "**Form of Tender**". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates. the total amount of schedule of quantity prepared by them should be transferred to **Form of Tender**.

(iii) The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be (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.

- 6.0 **Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender.** Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

In case of any mismatch in the final quoted price on **Form of Tender** and Total amount worked out on rates in **Schedule of Quantities**, the final price quoted on **Form of Tender** shall be considered for comparison of bids and decision on bid.

If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted. If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

- 7.0 **Two Bids system shall be followed.** The Bid shall be submitted in a large sealed envelope with three separately sealed envelopes containing Technical Bid (in first sealed envelope); Financial Bid (in second sealed envelope), along-with Earnest Money Deposit (EMD) or Bid Securing Declaration (in third sealed envelope).

The Bid shall be submitted before 3.00 p.m. on or before 18 January 2020 at Embassy of India, Seoul, 101, Dokseodang-ro, Yongsan-gu, Seoul 04419, Republic of Korea.

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.

- 8.0 **Earnest Money Deposit or Bid Security Declaration-** Bidders should furnish Bid Security which should be 2% of the estimated cost. Alternately, Bidder can submit Bid Securing Declaration accepting that if they withdraw/modify their bids or if they are awarded the contract and they fail to sign the contract, or to submit the performance security before the specified deadline, they will be suspended for a period of time specified in the request for bids document from being eligible to submit bids for any contract with Mission. Demand draft or Banker's cheque or Bank Guarantee or Online payment to Mission's account no.081-11-00240-2 (KEB Hannam-dong) or Bid Securing Declaration (Annexure -VIII).

- 9.0 **Opening of Bids -** Bids shall be opened at 4.00 pm on the last day of submission at the **Embassy of India, Seoul.**

- 10.0 **Conditional Acceptance of the Tender -** The acceptance of the Tender shall be conditional and not finally binding upon the Employer. The Employer may withdraw the 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

- 11.0 Any further information or clarification which the Tenderer may require in order to complete his Tender may be obtained from:

**Ms. Jose Antro Healtha**  
**Head of Chancery, Seoul**  
**101, Dokseodang-ro,**  
**Hannam-dong**  
**Yongsan-gu**  
**Seoul**  
**Tel: 00-82-2-7984257**  
**e-mail: [hoc.seoul@mea.gov.in](mailto:hoc.seoul@mea.gov.in)**

All information requested by and supplied to one bidder will be supplied to all bidders.

- 12.0 **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.

- 13.0 **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.
- e) If Bid price is disclosed before opening of Financial Bid.

- 14.0 **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.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.*

15.0 **Compliance with Tender Document** - Bidder shall have deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Employer.

16.0 **Lump-Sum Fixed Price 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.

17.0 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Embassy of India, Seoul. The detailed work schedule and the payment schedule would be furnished by the Contractor to Embassy of India, Seoul who will approve it before it forms part of the agreement. However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Mission, the progress payment shall be made by the Embassy of India on the basis of evaluation of work done. All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

18.0 **Employer's right to waive** - The Employer reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Employer except that no proposal will be accepted if the Earnest Money Deposit (EMD) or Bid Securing Declaration in lieu of EMD or/any of the preceding statutory documents was not submitted with the tender.

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## Section-II

### Introduction and Credentials of Bidder (To be submitted by the bidder)

**Note:** This may be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

## Section-III

### Terms and Conditions of Contract

#### Terms and conditions of contract:-

- (i) Quoted price is final fixed lump-sum price inclusive of all taxes **except VAT**. Item / quantity indicated in the scope of work / schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.
- (ii) Quoted price shall be exclusive of VAT. The quoted price should include lump-sum charges for Labour / transportation and civil works required / necessary, if any, for complete installation.
- (iii) Period of completion for the work is **30 days**. Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% of contract amount per day limited to maximum 10% of contract amount. This shall be computed on per day basis.
- (iv) Defects liability period shall be as per Warranty Period of the equipment and **365 days** from completion of Project. 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 guarantee period. In case of non-compliance of removal / rectification/ replacement of defective item of work or workmanship, the Embassy of India 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 Embassy of India, Seoul.
- (v) The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.
- (vi) Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.
- (vii) Contractor's all risk policy and workmen compensation policy: Embassy of India, Seoul shall be indemnified from any mishaps/accidents at site.
- (viii) Payment:- Full payment on completion of work.
- (ix) No escalation on rates due to delay in works shall be admissible.
- (x) 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.
- (xi) Non-completion of work: In case of non-completion of work within stipulated time or within approved extended time, the Embassy of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.

(xii) Force Majeure and EoT clause: In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

(xiii) Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

(xiv) On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc.. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

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**TENDER FOR WORK :- PAINTING WORK AT EMBASSY RESIDENCE, 116 ITAEWON-DONG, YONGSAN-GU, SEOUL.**

**Section -IV**

**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 on **Form of tender.**

**Scope of works:**

1. Complete painting of outer walls and roofs
2. Where plaster surfaces are involved, the work of this contract shall include the complete patching of damaged or deteriorated plaster areas
3. Cracks, holes, bulges or gouges in wall and ceiling surfaces shall be spackled and sanded smooth.
4. Loose, peeling, blistering, chalking and scaling paint shall be removed to the refusal point by scraping. Resulting edges of all areas so scraped shall be spackled to a feathered edge and sanded smooth when dry.
5. All spackled, plastered and sanded areas shall be spot-primed prior to painting.
6. complete patching of damaged or deteriorated drywall areas
7. Popping nails or screws shall be recessed or removed.
8. All clear coated woodwork shall be thoroughly cleaned of wax and grease, using mineral spirits, prior to receiving new clear coating.
9. All glossy surfaces to be painted shall be dulled by sanding.
10. All exposed rust and areas where rust is indicated under the old paint film shall be removed to the bare metal. Bared metal shall be given a spot-coat of a suitable rust inhibitor.

**Terms & Conditions:**

1. All work shall be done in a neat and clean manner by experienced, capable mechanics.
2. Whether the place are occupied or not, the work of the Contractor is to be pursued diligently to the end and each unit is to be finished at the earliest possible moment after starting. Work shall be done in spaces as directed by the Embassy so that inconvenience to the occupants of the building will be kept to a minimum.
3. The Contractor shall protect floors and other finished surfaces from damage during the execution of the work.
4. The Contractor shall be responsible for any damage to other work. Any materials which, in the opinion of the Embassy, have become damaged to such an extent that they cannot be restored to their original condition shall be replaced at the Contractor's expense.
  - a. At the completion of the work specified, all painted work shall be touched up and restored where damaged, defaced or defective, and the entire work left free from blemishes.

- b. The Contractor shall clean all paint spots, oil and stains from floors, woodwork, glass, hardware, tile, metal work, and all similar items and leave the floors broom clean upon completion.
- c. At the completion of contracted work, the Contractor shall remove all remaining material and equipment from the shop. The Contractor will remove all debris, leaving the shop to a uniform appearance.

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 bidder to estimate scope or work and add any other item which may be required for completion of work.)**

Section-V

Form of Tender

(To be submitted by the Bidder in following format)

TO: **Name of Mission**

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 **Lump-Sum Fixed Price** of: \_\_\_\_\_

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: \_\_\_\_\_

Section-VI

Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract:-

Name and Address of Beneficiary:- **Embassy of India, Seoul, 101, Dokseodang-ro, Hannam-dong, Yongsan-gu, Seoul 04419, Republic of Korea.**

Date : .....June 2018

Whereas M/s (Name of Contractor with address)\_\_\_\_\_ have submitted their tender for painting work at embassy residence, 116 Itaewon-Dong, Yongsan-Gu, Seoul. and one of the tender conditions is for the M/s (Name of Contractor with address)\_\_\_\_\_ to submit a Bank Guarantee for Earnest Money Deposit amounting to (Local currency) \_\_\_\_\_/- **(South Korean Won Only)**. In fulfilment of the tender conditions, we, (Name of Bank with address)\_\_\_\_\_ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of Local currency \_\_\_\_\_/- ( **South Korean Won** \_\_\_\_\_ Only).

This guarantee is valid for a period of **180 Days** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (Local currency) \_\_\_\_\_/- ( **LC in words** \_\_\_\_\_ **Only**)

Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) \_\_\_\_\_ up to the (date after **180 days from date of issue**) \_\_\_\_\_ and claims under this guarantee should be submitted not later than (date after **180 Days from date of issue**)\_\_\_\_\_.

This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

This guarantee shall be governed and construed in accordance with the laws of the (Country Name)\_\_\_\_\_ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (country Name)\_\_\_\_\_ Courts.

Date \_\_\_\_\_ Signatures\_\_\_\_\_

**Section-VII**

**Bids Securing Declaration**

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date \_\_\_\_\_

Signatures \_\_\_\_\_