



सत्यमेव जयते

TENDER NOTICE

1. The Embassy of India, Seoul invites sealed quotations from experienced Companies to undertake a trimming & support of old tree and repair of wall at one of its residential property located at 154-4/116, Itaewon dong, Yongsan-gu, Seoul.

2. For further enquiries, please visit our website:
<http://www.indembassyseoul.gov.in/tenders/>

Tender for work:- Trimming & support old tree and repair of boundary wall of Residential Property of Embassy of India, Seoul

Section -I

INSTRUCTION TO BIDDERS

- 1.0 The Bidding Documents comprise of:
- | | |
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| Section-I | Instruction to bidders |
| Section-II | Introduction of Bidder |
| Section -III | Terms and condition |
| 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 90 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 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.
- 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 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.

- 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 The Bid shall be submitted in sealed envelope.

The Bid shall be submitted before 4.00 p.m. on or before May 4, 2022 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.

- 8.0 **Opening of Bids-** Bids shall be opened at 5 pm on the last day of submission at the Embassy of India, Seoul

- 9.0 **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

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

**Embassy of India
101, Dokseodang-ro,
Hannam-dong,
Yongsan-gu,
Seoul**
Tel: +82-2-7974258

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

- 11.0 **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.

- 12.0 **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.
- 13.0 **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.**
- 14.0 **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.
- 15.0 **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.
- 16.0 All the payment shall be released as progress payments on the basis of certificate submitted by the contractor and satisfied by the employer. The detailed work schedule and the payment schedule would be furnished by the contractor to employer/consultant 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 Employer (Mission), the progress payment shall be made on the basis of evaluation of work done by the Employer (Mission). All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.
- 17.0 **Completeness of the Tender**
The Employer shall not be responsible for any missing details and drawings which would otherwise be required for completion of the work as per the local mandatory norms or sound engineering practices so as to make the buildings/work functional as per the specifications envisaged in the tender documents. The Contractor shall allow all cost and charges in the tender price accordingly.
- 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 Tender Security or/any of the preceding statutory documents was not submitted with the tender.

Tender for work :- Trimming & support old tree and repair of boundary wall

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.

Tender for work :- Renovation of Residential Property of Embassy of India, Seoul

Section -III

Terms and condition of Contract

Terms and conditions of contract:-

- (i) Quoted price is final fixed lumpsum 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.
- (iii) Period of completion for the work is 3 months. 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.
- (iv) Defects liability period shall be 180 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.
- (v) Performance Bank Guarantee (PBG):- Performance guarantee @ 5% of contract amount in the form of Bank guarantee/ Insurance Bond shall be deposited within 15 days of issue of Letter of intent. Letter of award of work shall be issued on receipt of performance guarantee. The performance guarantee shall be released on record of satisfactory practical completion of work.
- (vi) 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.
- (vii) Retention money :- Retention money @ 5 % of contract amount from each bill for payment shall be deducted. 50% of retention money shall be released on record of practical completion of the work. 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.
- (viii) 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.
- (ix) 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.
- (x) No mobilization advance shall be paid.
- (xi) No escalation on rates due to delay in works shall be admissible.
- (xii) Each Running bill payment shall be made for at least 5% of physical progress.
- (xiii) Specification: The item of work / materiel 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.

(xiv) 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.

(xv) 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 water proofing 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.

(xvi) 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.

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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:

- (i) Trimming of old tree (50%)
- (ii) External Metal support to tree
- (iii) Repair of existing boundary wall
- (iv) 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 of work and add any other item which may be required for completion of work.)

Tender for work :- Trimming & external metal support old tree and repair of existing boundary wall

Section -V

Schedule of Quantity

(To be submitted by the bidder)

Tender for work :- Renovation of Residential Property of Embassy of India, Seoul

Section – VI

Form of Tender

(To be submitted by the Bidder in following format)

TO: **Head of Chancery**
Embassy of India
Seoul

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

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: _____