

Embassy of India Seoul, ROK

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Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery, Embassy Residence & other 08 residential Complexes [07 flats at Kukdong Green Apt., Dokseodang-ro & 1 flat at Dusan Apat., Geumhdong, Seoul]

Tender No.: SEO/ADM/872/01/2023

Date: 10 July 2023

Last date for submission: 31 July 2023 (1700 hrs)

Embassy of India, Seoul, ROK 101, Dokseodang-ro, Yongsan-gu, Seoul, 04419, Republic of Korea

Embassy of India Seoul

Dated: 10 July 2023

NOTICE INVITING TENDER

Embassy of India, Seoul invites Tender under two bids system from reputed and registered firms/service agencies for Annual Maintenance Contract of Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery (101, Dokseodang-ro, Yongsan-gu, Seoul, 04419) and Embassy Residence Complex of Embassy of India, Seoul (138, Heonamu-ro 44-gil, Yongsan-gu, Seoul, 04346).

- 2. The tender document can be downloaded from the websites http://www.eprocure.gov.in and http://www.eprocure.gov.in and http://www.eprocure.gov.in and http://www.eprocure.gov.in and http://www.eprocure.gov.in and <a href
- 3. The interested firms/service agencies should submit the bids in two separate sealed covers superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single envelope superscribed as "Tender No. SEO/ADM//872/01/2023 Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery and Embassy Residence Complexes" and addressed to "Head of Chancery, Embassy of India, Seoul, 101, Dokseodang-ro, Yongsan-gu, Seoul, Republic of Korea, 04419. The envelope should then be submitted to the Embassy of India, Seoul at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time under any circumstances.
- 4. Bid Security [also known as Earnest Money Deposit (EMD)] of 5% of annual contract amount in the form of Account Payee Demand Draft/Pay Order drawn in favour of "Embassy of India, Seoul" is required to be submitted along with tender bids. Bids shall not be considered in case the EMD is not submitted and would be rejected summarily. The EMD of unsuccessful bidders will be returned back within 10 working days in case it is transferred to Embassy's account. If it is submitted in a form of bank document, the same will be returned within 10 working days.
- 5. The bidders should be ready to give performance guarantee of 10% of annual contract amount. This performance guarantee deposit money shall be refunded within 60 days after the expiry of contract provided there is no breach of contract during the period of the contract.
- 6. The Technical Bids will be opened on 07 August, 2023 at 1000 hrs in the Embassy of India, Seoul by a Committee authorized by the Competent Authority. The financial bids of only qualified bidders, whose Technical Bids are found to responsive, shall be opened by Committee authorized by the Competent Authority of the Embassy in the presence of bidders or their representatives who may like to attend proceedings. Date for opening of the Financial Bids will be intimated in due course.
- 7. The Competent Authority reserves the right to amend any of the terms and conditions contained in the tender documents or reject any or all the bids, or cancel the tender, without giving any notice or assigning any reason thereof. The decision of the Embassy of India, Seoul in this regard shall be final and binding upon all bidders.

Yoursesincerely,

(Swapnil D. Thorat) Head of Chancery

SECTION-I

1. GENERAL INSTRUCTIONS TO BIDDERS

- 1.1 For the Bidding/Tender Document Purposes, Embassy of India, Seoul shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or vice versa.
- 1.2 The tender document can be downloaded from the websites of http://www.eprocure.gov.in, http://www.epr
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, <u>Technical Bids not accompanied with EMD of requisite amount/format, not ready to provide Performance Guarantee deposit</u>, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The bidder has the option that in lieu of the EMD, it can submit an a judicially valid Undertaking to the effect that if the bidder withdraw or modify its bid during the period of validity, or if it is awarded the contact and it fail to sign the contract, or to submit a performance security before the stipulated deadline, it will be suspended for a specified time period from being eligible to submit bids for contracts with the Embassy of India, Seoul.
- 1.7 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, Embassy of India, Seoul.
- 1.8 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgment due to the Embassy of India, Seoul. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. Contact information:

Mr. Swapnil D. Thorat
Head of chancery
Embassy of India, Seoul
Republic of Korea
Email: admn.seoul@mea.gov.in
Telephone No. 02-7984257

3. Two bid System:

Two bids system will be followed for this tender. In this system, bidders must submit their quotation in two separate sealed envelopes as explained below:

Envelope No. 01 (Technical Bid): Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of

the minimum eligibility criteria, valid EMD of requisite amount, undertaking etc. Documents comprising the Bid:

- Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled and signed & stamped.

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- c. Bid Security/Earnest Money Deposit of 5% of annual contract amount or a judicially valid Undertaking in lieu of EMD.
- **d.** All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in <u>Section-III</u>.
- e. The bidder must submit plan/arrangement for implementation of the services.
- **f.** Detailed technical specifications and compliance to the Schedule of Requirement for which bid is submitted.
- **g.** The bidder should submit an undertaking to the effect that a Performance Bank Guarantee (PBG)/Insurance Bond of 10% of the contract value will be submitted in case the Embassy of India, Seoul decides to award the contract with them.
- h. Other related documents e.g. Trade License, Commercial Registration etc. as mentioned in the tender document but not listed here.

Envelope 2: "Financial Bid" shall contain: Price schedule complete in all respects with proper seal and signature of authorized person. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope no. 01 - Technical Bid" and "Envelope no. 02 - Financial Bid". Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid" for Annual Maintenance Contract of Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery and Embassy Residence Complex and addressed to "Head of Chancery" Embassy of India, Seoul.

Note 1: Please write tender number on each envelope and seal all the envelopes.

Note 2: Please do not put "Financial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid, the tender will be rejected.

4. Opening of Technical Bids:

- a. All the technical bids received by the Embassy of India, Seoul will be opened on 07 August 2023 at 1000 hrs in the Embassy of India, Seoul.
- **b.** After being opened, the Technical Bids will be evaluated by the Embassy of India, Seoul, based on the available documents submitted by the bidder.
- c. After evaluation of the Technical Bids, Embassy of India, Seoul will intimate the date for opening of the Financial Bids of only those bidders who qualify at Technical Bid stage.

d. Financial Bids of those bidders who do not qualify at Technical Bid stage will be returned to the respective bidders un-opened.

5. Opening of Financial bids:

- a. Financial bids of the short listed bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, on a date which will be scheduled and conveyed later.
- **b.** The authorized representative of bidders, present at the time of opening of the bids shall be required to sign/acknowledge on the bids document as a proof of having attended the financial bid opening.
- c. The bidder's name, bid prices and such other details considered as appropriate by the Embassy of India, Seoul will be announced at the time of the opening of the bids.
- Technically accepted competitive bids ONLY will be considered for the opening of Financial Bids.

6. <u>Dates to remember</u>

SI. No	Events	Date
1.	Date of Publishing in CPP Portal	10.07.2023 (1000 hrs)
2.	Bids submission (start)	10.07.2023 (1000 hrs onward)
3.	Last date for submission of bid	31.07.2023 (upto 1700 hrs)
4.	Bids opening – Technical Bids	07.08.2023 (1000 hrs)
5.	Bids opening – Financial Bids	To be decided later
6.	Commencement date of AMC	To be decided later

SECTION-II

TERMS AND CONDITIONS

1. Implementation/Timelines

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The AMC will begin (to be decided later). Initially, the contract will be for a period of one year. The contract may be extended for two more years (one year at a time) on the same terms and conditions subject to satisfactory services by the company.

2. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, Embassy of India, Seoul may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

3. Ambiguity/dispute

In case of any ambiguity/dispute in the interpretation of any of the clauses in this tender document, Embassy of India, Seoul's interpretation of the clauses shall be final and binding on all parties.

4. Earnest Money Deposit (EMD)

- (a) The Earnest Money Deposit (5% of the annual contract amount) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "Embassy of India, Seoul" has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be upto six (06) months.
- (b) No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Embassy in respect of any previous work shall be entertained.
- (c) In place of bid security, the Bidders may submit a Declaration to the effect that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before a stipulated deadline, they will be suspended for a period, as decided by Embassy of India, Seoul, from being eligible to submit bids for contracts with Embassy of India, Seoul.
- (d) Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with Embassy of India, Seoul.
- (e) The bids without Earnest Money Deposit or the Declaration will be summarily rejected.
- (f) No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.
- (g) The bid security may be forfeited:
 - (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or

- (ii) In case of successful bidder, if the bidder
- (a) fails to sign the contract in accordance with the terms of the tender document;
- (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
- (c) fails or refuses to honour his own quoted prices for the services or part thereof.

5. PERIOD OF VALIDITY OF BIDS

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- (a) Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- (b) In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- (c) The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

PREPARATION OF BIDS

Language: Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

All bidders are requested to read and understand the terms and conditions of the contract before submitting their bids. No changes or violation of aforementioned terms and conditions is permissible once the bid is accepted by the Embassy.

7. SUBMISSION OF BIDS

(a) The Bidding firms have to submit the tenders in two bid system (i.e. (i) Technical Bid and (ii) Financial Bid) in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Embassy of India, Seoul (101, Dokseodang-ro, Yongsan-gu, Seoul, Republic of Korea). All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' Technical Bid ENVELOPE 'B' Financial Bid

(b) No Bid shall be accepted after the specified date and time. However the Competent Authority in the Embassy of India, Seoul, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

8. BID OPENING PROCEDURE

(a) The Technical Bids (Envelope A) shall be opened at Embassy of India, Seoul on 07.08.2023 at 10:00 hrs by the Tender Evaluation Committee constituted by the Competent Authority of the

Embassy of India, Seoul. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy of India, Seoul. The Financial bids (Envelope 'B') will be opened on date to be decided later in the presence of bidders or representatives of the shortlisted bidders.

- (b) The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- (c) The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- (d) A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- (e) Absence of bidder or their representative shall not impair the legality of the opening procedures.
- (f) After opening of the Technical Bids and verifying the EMD amount, or a judicially valid Undertaking, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION

- 1) The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 2) If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 3) Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause <u>Section-V</u>.

10. CLARIFICATION ON TECHNICAL BID EVALUATION

The Technical Bids shall be evaluated based on the available documents submitted by the bidder/s. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

11. PERFORMANCE SECURITY

(a) The successful bidder will be required to furnish a Performance Security in the form of a Bank Guarantee upto 10% (ten percent) value of the contract within 07 day of receipt of Contract Award, as per the format attached to this document (refer to Section-VII, page No. 23). This guarantee must remain valid till the end of the contract period.

- (b) The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of 'Embassy of India, Seoul', payable at Seoul in form of Demand Draft / Pay Order / Bank Guarantee within seven (07) days of the acceptance of the Contract. Performance Security should remain valid for a period of 120 days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- (c) The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.
- (d) If the Contractor fails to provide the Performance Security within seven (07) days of the acceptance of the Contract, 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 SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

12. OTHER CONDITIONS

- (a) The successful bidder, on award of contract, must send the contract/acceptance in writing within seven (07) days of award of contract; otherwise the contract may be awarded to the next successful bidder i.e. L-2.
- (b) No request for revision/increase of approved rates during the currency of the contract will be entertained.
- (c) The AMC staff should be physically and mentally fit and should not be suffering from any apparent disability.
- (d) The contractor shall be responsible for the conduct/integrity of persons deputed for the AMC works at the premises and will also be responsible for any act of omissions or commissions on their part. He will vouch for their character and integrity. It shall ensure that no person of doubtful antecedents is, in any way, associated with the cleaning work at the Chancery premises. The company should provide details of Engineers, Technicians etc. to be engaged by the company for the AMC work in the Embassy.
- (e) The AMC staff should be properly uniformed and should appear neat and tidy.
- (f) The company will use its own electrical & plumbing tools and equipment. Bids should include the cost of all required material (like electrical insulation tapes, all tape fuses, tylon tapes,

aluminium tape, air conditioner coil cleaning chemical, WD 40 spray, CRC spray, plastic roll, electrical gloves, chlorine clothes, grease, screws etc).

- (g) Embassy of India, Seoul reserves the right to accept/reject any cleaning/mainenance staff deployed by the vendor.
- (h) Embassy of India, Seoul reserves the right to terminate the contract at any time by giving one month's notice. However, Embassy shall also have the right to terminate the contract by giving a shorter notice period under special circumstances such as security consideration. The service provider may also terminate the contract by giving three months' notice with justification for termination of services.
- (i) The bidder must sign and affix his seal on every page of the Tender Documents and submit the complete signed Tender Documents.
- (j) If any information or document submitted by the bidder is found to be false/incorrect later, Embassy reserves the right to cancel the Tender Document and can take any action as deemed fit including termination of the contract etc.

SECTION-III

MINIMUM ELIGIBILITY CRITERIA

- 1. The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-
 - (a) Legally Valid Entity: The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Seoul. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
 - (b) Registration: The Bidder/Bidding Firm must be registered under relevant laws of Government of the Republic of Korea and should have applicable/appropriate licenses in its name. Compliance with labour laws of Government of the Republic of Korea will be the sole responsibility of the company. They shall also compliance with all the requirements of taxes, fees and other statutory payment as required by the concerned Government authority. The proof in support of the same shall be attached with the bid documents.
 - (c) Experience: The Bidder should have a minimum of five (5) years experience in providing maintenance services for Embassies/Government Ministries/Departments/Public Sector Companies/reputed corporate organization /multinational companies.
 - (d) Company profile/information regarding key personnel: The bidding company shall also include in its bid, as per proforma at <u>Section-V</u> of this document, details about the company and about its key personnel.
- 2. Documents supporting the Minimum Eligibility Criteria:
 - (i) As proof of having fully adhered to the minimum eligibility criteria under Section-III, 1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.
 - (ii) As proof of having fully adhered to minimum eligibility criteria under Section-III, 1 (b), attested copy of relevant license or VAT registration certificate (if any) should be attached with the bidding document.
 - (iii) As proof of having fully adhered to minimum eligibility criteria under Section-III, 1 (c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/Government Ministries/ Departments/ Public Sector Companies/ reputed corporate organization/ multinational companies shall be attached with bid document.
 - (iv) As proof of having fully adhered to minimum eligibility criteria under Section-III, 1 (d), copies of supporting documents for company profile/information about key personnel may be provided along with Section-V of this tender document.

SECTION-IV

SCOPE OF WORK

As details given in Annexure-I

SECTION-V

(To be submitted with the Technical Bids only)

INTRODUCTION AND CREDENTIALS OF BIDDER/TECHNICAL INFORMATION (PROFORMA TO BE SUBMITTED WITH TECHNICAL BID BY THE BIDDERS)

1. Name of Company:			
2. Address of the Registered Officer :	Address of the Registered Officer :		
3. Correspondence address:			
4. Contact details:			
Telephone No. :			
Fax No. :			
E-mail:			
S. No. Requirements Response			
a) Brief introduction of the company			
b) Previous experience in the field (minimum five years)			
c) Total number of regular employees with the company			
d) Annual turnover of the company for the last			
two years. Whether the firm has suffered loss in any of previous 5 years.			
e) Registration certificate and license for the			
services			
Details of work plan and methodology for undertaking the job			
Qualification and experience of staff (including supervisory/managerial and cleaning staff)			
proposed to be deployed for the job 4. List of other consulate or reputed organizations			
List of other consulate or reputed organizations where the company is providing similar			
services. Whether the company is providing			
similar services in other countries?			
What system does the company follow to monitor functioning of supplied cleaning staff?			
6. Does the company have its own training			
facility? If yes, provide details. Or it avails of			
such training facility provided by another company? What is the program and duration of			
such training?			
7. What is the take home pay and other			
allowances including gratuity and leave facility			
the company gives to their cleaning staff?			
Supporting documents are to be attached			
Signature of bidder			
Stamp of bidder/Company			
Date			

CONTACT DETAILS FORM

(To be submitted with the Technical Bids only)

Bidder's description format summary

Name of the Bidding Firm Name of Partner(s) & Nationality Name of the Authorized Signatory Nationality Passport No. E Mail ID Telephone No. Fax No. Year of Incorporation Registration No. Service tax no. Registered Office & Address Branch offices in (with address and Contact details) if any Average Annual turnover in the last five financial years Total Staff Strength with Nationality of Employees Total Technical staff percentage Nationality of Staff working in Company and to be deputed for work		
Name of the Authorized Signatory Nationality Passport No. E Mail ID Telephone No. Fax No. Year of Incorporation Registration No. Service tax no. Registered Office & Address Branch offices in (with address and Contact details) if any Average Annual turnover in the last five financial years Total Staff Strength with Nationality of Employees Total Technical staff percentage Nationality of Staff working in Company and	Name of the Bidding Firm	
Nationality Passport No. E Mail ID Telephone No. Fax No. Year of Incorporation Registration No. Service tax no. Registered Office & Address Branch offices in (with address and Contact details) if any Average Annual turnover in the last five financial years Total Staff Strength with Nationality of Employees Total Technical staff percentage Nationality of Staff working in Company and	Name of Partner(s) & Nationality	
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E Mail ID Telephone No. Fax No. Year of Incorporation Registration No. Service tax no. Registered Office & Address Branch offices in (with address and Contact details) if any Average Annual turnover in the last five financial years Total Staff Strength with Nationality of Employees Total Technical staff percentage Nationality of Staff working in Company and	Nationality	
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Employees Total Technical staff percentage Nationality of Staff working in Company and	· ·	
Nationality of Staff working in Company and		
	Total Technical staff percentage	

		S ABOUT KEY PERSONNEL OF THE BIDDING ANY (With ID proof/supporting documents)
1.		
2.		
3.		
4.		
5.		
<u>Bi</u>	ddei	<u>information</u>
(N	1ore	detailed information on the following aspect may be given in typed form)
	•	Business background
	•	How many years has your firm been in business? How many years under its present business name?
l l	Ð	Attach a current organizational chart and include the total number of employees in your firm in AAA, by various locations.
	0	Claims and Suits (Explain any "Yes" answers)
	D	Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
	0	Has your firm ever failed to complete work awarded to it?
	0	Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
	0	Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

• Financial Information

- Please provide copies of your firm's audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.
- How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what % of your business they represent.
- Who are your bankers?

SECTION-VI

Tender Submission Sheet

(To be submitted with the Financial bid only)

Invitation for Tender No:	Date:
Tender Name:	
To: [Name and address of Employer]	
We, the undersigned, offer to execute and complete in conformity wit Contract and associated Contract Documents including Addenda Nos. the whole of the said works at the rates quoted against each it Quantities.	and maintain
The total price of our Tender is: KRW: [insert value in figures)	
[Insert value in Words]	
Our Tender shall be valid for the period stated in the Tender Documenain binding upon us and may be accepted at any time before the period. A Tender Security for an amount of KRW. attached in the form of a [state pay order, bank draft] valid for a beyond the Tender validity date.	expiration of that
If our Tender is accepted, we commit to obtaining a Performance Secustated in the tender and valid for a period of 45 days beyond the dependent Liability Certificate of Works.	
We declare that the Government of the Republic of Korea has not de Subcontractors or Contractors for any part of the Contract ineligii engaging in corrupt, fraudulent, collusive or coercive practices.	clared us, and any ble on charges of
We are not participating as Tenders in more than one Tender in this We understand that your written Notification of Award shall constitute our Tender and shall become a binding Contract between us, until a prepared and executed.	the acceptance of
We understand that you are not bound to accept the lowest evalua other Tender that you may receive.	ted Tender or any
Signed	
In the capacity of: Duly authorized to sign the Tender on behalf of the Tender.	

Format for submitting the Price Schedule for AMC of Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery and Embassy Residence Complexes, Embassy of India, Seoul

(To be submitted along with the financial bid only)

BID No.	SEO/ADM/872/01/2023	Da	te:
To,			
		<u>ice Schedule</u>	
S. No.	Particulars	Total Bid Quantity	Total Value (in KRW)
1	2	3	4
	Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery and Embassy Residence Complexes for the period of one (01) year		
Note:	Terms of payment may also be includ	ed	
Yours fa	ithfully,		nature of Authorized
Name:		Signa	atory)
Design	ation:		
Compa	any seal:		

SECTION-VII

Contract Agreement

ada	ress	GREEMENT made the [day] of[month],[year] between [name and of Employer] (hereinafter called "the Employer") of the one part and [name and address of tor] (hereinafter called "the Contractor") of the other part:
des for (he	cript the reina	AS the Employer invited Tenders vide No dated for certain works, viz, [bried ion of works] and has accepted a Tender by the Contractor for the execution of those works sum of KRW [Contract price in figures and in words - inclusive of all taxes after called "the Contract Price") for the period of contract i.e (DD/MM/YYYY) to (DD/MM/YYYY).
NO	W Th	HIS AGREEMENT WITNESSETH AS FOLLOWS:
0	In t assi	this Agreement words and expressions shall have the same meanings as are respectively igned to them in the General Conditions of Contract hereafter referred to.
0	The	e documents forming the Contract shall be interpreted in the following order of priority:
	1.	the signed Contract Agreement;
	2.	the letter of Notification of Award
	3.	the completed Tender Submission Sheet as submitted by the Tender;
	4.	the priced Bill of Quantities as submitted by the Tender;
	5.	Scope of Work, and
	6.	Performance Bank Guarantee
Ð	me	consideration of the payments to be made by the Employer to the Contractor as hereinafte ntioned, the Contractor hereby covenants with the Employer to execute and complete the work to remedy any defects therein in conformity in all respects with the provisions of the Contract.
D	con sun	e Employer hereby covenants to pay the Contractor in consideration of the execution and inpletion of the works and the remedying of defects therein, the Contract Price or such other in as may become payable under the provisions of the Contract at the times and in the nner prescribed by the Contract.
		NESS whereof the parties hereto have caused this Agreement to be executed or(Date).
For	the	Employer: For the Contractor:
	Sign	ature Signature
(E	mbas	ssy of India, Seoul) (Contractor Name)

SECTION-VIII: OTHER STANDARD PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/BID SECURITY PROFORMA

(To be submitted with the Technical Bids only)

BANK GUARANTEES NO:

Brief description of Work: Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery and Embassy Residence Complexes, Embassy of India, Seoul.

Name and address of Beneficiary: Embassy of India, Seoul [101, Dokseodang-ro, Yongsan-gu, Seoul, ROK].

Date: have submitted their tender for above Whereas M/s (name of the company with address) mentioned work at Embassy of India, Seoul [101, Dokseodang-ro, Yongsan-gu, Seoul, ROK] to M/s (Name & Address of vendor) for one of the tender conditions for the bidder M/s company with address) to submit a bank guarantee for security deposit amounting to KW only). In fulfilment of the tender conditions, we, _____ (name of bank with address) hereby irrevocably and unconditionally undertake to pay you within three (03) working day of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of KW _____ (Korean Won _____ only). This guarantee is valid for a period of 120 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 will be ineffective. Notwithstanding anything to the contrary contained here-in-above, the maximum liability under this guarantee is restricted to KW _____ (Korean Won _____ only). Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (date of issue) upto the _____ (date after 120 days from date of issue) and claims under the guarantee should be submitted not later than (date after 120 days from date of issue). The guarantee may not, without our prior written consent be transferred or assigned and this quarantee is limited to the payment of a sum of money. Authorized signatories (To be issued by a locally registered bank)

BIDS SECURING DECLARATION

(To be submitted with the Technical Bids only)

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 documents, 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:

(Letter head of the company)

(To be submitted with the Technical Bids only)

	1/we	, Representative(s) of M/	/s
solen	nnly declare that:-	,	
	Myself or my partners do not Embassy of India, Seoul	have any relative work	ing in any office of
	I/we/company have not been be Government agencies or PSUs.	nned/de-listed by any G	overnment or Quasi-
		Signature(s) of the Tende	erer with Date & Seal]

PERFORMANCE / BANK GUARANTEE FORMAT

(To be submitted with the Technical Bids only)

To:
Embassy of India Seoul
WHEREAS M/s (name of the service provider with address) herein call "The Bidder" has undertaken, in pursuance of Contract No dated to provide Maintenance for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery and Embassy Residence Complexes, Embassy of India, Seoul hereinafter called "The Contract".
AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with our performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Service Provider a Guarantee.
Therefore, we hereby affirm that we are Guarantors and responsible to you on behalf of the Service Provider, up to a total of
This guarantee is valid until day of 2023.
(Signature and Seal of Guarantors)
Date:
Address:
(To be issued by a locally registered bank)

Notification of Award	
Contract No:	Date:
To:	
[Name of Contractor]	
This is to notify you that your Tender dated [insert date] for project/Contract] for the Contract Value of KRWand in words], as corrected and modified in accordance vaccepted by [name of Employer].	[amount in figures
You are requested to proceed with the execution of the W Award shall constitute the formation of a Contract, which a Performance Security and signing the Contract Agreemen	shall become binding upon you furnishing
We attach the Contract Agreement for your perusal and sig	nature.
Signed	
Duly authorized to sign for and on behalf of	
[name of Procuring Entity]	
Date:	

(On the letterhead of the bidding company)

(To be submitted with the Technical Bids only)

The Head of Chancery Embassy of India, Seoul 101, Dokseodang-ro, Yongsan-gu Seoul, Republic of Korea

UNDERTAKING

Ι,	, of M/s				, having registe	ered
office at		, do h	ereby u	ndertake	that my comp	any,
M/s	, wi	ll not withdraw	or mod	ify its bi	ds from Tendei	r No.
Maintenance Contract for Civ	SEO/ADM/873/01/2023 dated 10.07.2023 for for Annual Maintenance Contract for Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air					
Conditioning works in the GOI of India, Seoul during the period of			y Reside	ence Com	nplexes, Emba	ssy of
I, further undertake		understood hdraws or mod	that lifies its	•	company M f it fails to sign	
contract or fails to submit a pe			-			
from being eligible to submit bids for contracts with Embassy of India, Seoul.						
Place : Date :						