

*Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery, Embassy Residence and 8 GOI owned residential flats (7 at Kukdong Green Apat., & 1 at Dusan Apat.).*



**Embassy of India  
Seoul, ROK**

**[www.indembassyseoul.gov.in](http://www.indembassyseoul.gov.in)**

**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., Geumh-  
dong, 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**

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**Embassy of India  
Seoul**

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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.indembassyseoul.gov.in> from **10.07.2023** onward. **No tender fee will be charged for the tender documents** in case a firm has downloaded the tender document from the official website of the Embassy of India, Seoul, i.e. [www.indembassyseoul.gov.in](http://www.indembassyseoul.gov.in). Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the Embassy of India, Seoul, as given above.

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.

Yours sincerely,



(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.indembassyseoul.gov.in> from 10.07.2023 onward. **The last date of submission of bids is 31.07.2023 till 1700 hrs.**
- 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, Technical Bids not accompanied with EMD of requisite amount/format, not ready to provide Performance Guarantee deposit, 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 contract 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](mailto: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

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

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

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- 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.
- d. **Technically accepted competitive bids ONLY will be considered for the opening of Financial Bids.**

**6. Dates to remember**

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

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## **SECTION-II**

### **TERMS AND CONDITIONS**

**1. Implementation/Timelines**

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

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- (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**

- (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.

**6. 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:

<b>ENVELOPE 'A'</b>	<b>Technical Bid</b>
<b>ENVELOPE 'B'</b>	<b>Financial Bid</b>

- (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

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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 Section-V.

**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.



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- (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,

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

- (g) Embassy of India, Seoul reserves the right to accept/reject any cleaning/maintenance 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.

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### **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 Section-V 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.

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## **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 :
3. Correspondence address:
4. Contact details:  
Telephone No. :  
Fax No. :  
E-mail:

S. No.	Requirements	Response
1.	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	
2.	Details of work plan and methodology for undertaking the job	
3.	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 where the company is providing similar services. Whether the company is providing similar services in other countries?	
5.	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 \_\_\_\_\_

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**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 <i>last five</i> financial years	
Total Staff Strength with <i>Nationality of Employees</i>	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work	

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DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY (With ID proof/supporting documents)

1.

2.

3.

4.

5.

**Bidder information**

(More 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?

Attach a current organizational chart and include the total number of employees in your firm in AAA, by various locations.

**Claims and Suits (Explain any "Yes" answers)**

Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?

Has your firm ever failed to complete work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?

Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

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- **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?

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## **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 with the Conditions of Contract and associated Contract Documents including Addenda Nos. .... and maintain the whole of the said works at the rates quoted against each items in the Bill of Quantities.

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 Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security for an amount of KRW. \_\_\_\_\_ only is attached in the form of a *[state pay order, bank draft]* valid for a period of 45 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the tender and valid for a period of 45 days beyond the date of issue of the Defect Liability Certificate of Works.

We declare that the Government of the Republic of Korea has not declared us, and any Subcontractors or Contractors for any part of the Contract ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices.

We are not participating as Tenders in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorized to sign the Tender on behalf of the Tender.

*Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery, Embassy Residence and 8 residential flats (7 at Kukdong Green Apat., & 1 at Dusan Apat.)*

**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

Date: .....

To,

**Head of Chancery**  
Embassy of India,  
Seoul, ROK

**Price Schedule**

<b>S. No.</b>	<b>Particulars</b>	<b>Total Bid Quantity</b>	<b>Total Value (in KRW)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
	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 included

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

## **SECTION-VII**

### **Contract Agreement**

THIS AGREEMENT made the \_\_\_\_\_ [day] of \_\_\_\_\_ [month], \_\_\_\_\_ [year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited Tenders vide No. \_\_\_\_\_ dated \_\_\_\_\_ for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works for the sum of KRW \_\_\_\_\_ [Contract price in figures and in words - **inclusive of all taxes**] (hereinafter called "the Contract Price") for the period of contract i.e. \_\_\_\_\_ (DD/MM/YYYY) to \_\_\_\_\_ (DD/MM/YYYY).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- ☐ In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
- ☐ The 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
- ☐ In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
- ☐ The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on \_\_\_\_\_(Date).

For the Employer:

For the Contractor:

Signature

Signature

(Embassy of India, Seoul)

(Contractor Name)

*Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery, Embassy Residence and 8 residential flats (7 at Kukdong Green Apat., & 1 at Dusan Apat.)*

## **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:**

Whereas M/s (name of the company with address) \_\_\_\_\_ have submitted their tender for above 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 \_\_\_\_\_ (name of company with address) to submit a bank guarantee for security deposit amounting to KW \_\_\_\_\_ (Korean Won \_\_\_\_\_ 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 guarantee is limited to the payment of a sum of money.

Authorized signatories

(To be issued by a locally registered bank)

*Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery, Embassy Residence and 8 residential flats (7 at Kukdong Green Apat., & 1 at Dusan Apat.)*

**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: \_\_\_\_\_

*Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery, Embassy Residence and 8 residential flats (7 at Kukdong Green Apat., & 1 at Dusan Apat.)*

(Letter head of the company)

(To be submitted with the Technical Bids only)

I/we \_\_\_\_\_, Representative(s) of M/s \_\_\_\_\_  
solemnly declare that:-

- Myself or my partners do not have any relative working in any office of Embassy of India, Seoul
  
- I/we/company have not been banned/de-listed by any Government or Quasi-Government agencies or PSUs.

[Signature(s) of the Tenderer 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 \_\_\_\_\_ (amount of the Guarantee in words and figures 5% of annual invoice) and we undertake to pay you, upon your first written demand declaring The Bidder be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ (amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
(Signature and Seal of Guarantors)

Date:

Address:

(To be issued by a locally registered bank)

*Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery, Embassy Residence and 8 residential flats (7 at Kukdong Green Apat., & 1 at Dusan Apat.)*

**Notification of Award**

Contract No:

Date:

To:

*[Name of Contractor]*

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Value of KRW..... *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenders is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security and signing the Contract Agreement within Seven (7) working days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorized to sign for and on behalf of

*[name of Procuring Entity]*

Date:



*Annual Maintenance Contract for Civil, Electrical, Mechanical, Wooden, Glass, Plumbing and Air Conditioning works in the GOI owned Chancery, Embassy Residence and 8 residential flats (7 at Kukdong Green Apat., & 1 at Dusan Apat.)*

**(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**

I, \_\_\_\_\_, of M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_, do hereby undertake that my company, M/s. \_\_\_\_\_, will not withdraw or modify its bids from Tender No. 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 owned Chancery and Embassy Residence Complexes, Embassy of India, Seoul during the period of validity of the bids.

I, further undertake to have understood that if my company M/s. \_\_\_\_\_ Enterprise withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security before the stipulated deadline if the work is awarded to it, M/s. \_\_\_\_\_ will be suspended for a specified time period from being eligible to submit bids for contracts with Embassy of India, Seoul.

**Place :**

**Date :**