

Tender no: SEO/COM/209/01/2020

Dated: 3 November 2020



सत्यमेव जयते

**EMBASSY OF INDIA
SEOUL**

TENDER

**FOR MARKET SURVEY ON PHARMACEUTICAL SECTOR
IN REPUBLIC OF KOREA**

**FOR THE COMMERCIAL WING OF EMBASSY OF INDIA, SEOUL
AT 101, DOKSEODONG-RO, HANNAM-DONG, YONGSAN-GU, SEOUL**

ISSUED BY

EMBASSY OF INDIA, SEOUL

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SECTION I

**EMBASSY OF INDIA, SEOUL, ROK
101, DOKSEODONG-RO, HANNAM-DONG, YONGSAN-GU, SEOUL**

Tender no: SEO/COM/209/01/2020

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NOTICE INVITING TENDER

Sealed quotations are hereby invited from reputed companies having experience in conducting Market Surveys to undertake Market Survey on Pharmaceutical Sector in Republic of Korea and Business Opportunities for Indian companies

A. Schedule to the invitation of Tender:

1	Date of issue Of Bid Document	3 November 2020
2	Time and last Date of depositing tender/bid	1500hrs on 1 December 2020
3	Time and date of opening of Qualifying Bid	1600hrs on 1 December 2020
4	Place of opening Tender	EMBASSY OF INDIA, SEOUL, ROK 101, DOKSEODONG-RO, HANNAM-DONG, YONGSAN-GU, SEOUL

B. Service to be provided :

Sl. No.	Details	Sector
2.	Market Survey	Pharmaceutical Sector

- Intending eligible bidders may obtain Bid document which may be downloaded from the Official Website of the Embassy of India, Seoul (<https://www.indembassyseoul.gov.in/tenders/>).
- Separate proposal indicating details of cost, terms and conditions for each of the Market Study may be sent to the following address before 1500 hours on 1 December 2020:

**HEAD OF CHANCERY
EMBASSY OF INDIA, SEOUL, ROK
101, DOKSEODONG-RO, HANNAM-DONG,
YONGSAN-GU,
SEOUL, REPUBLIC OF KOREA**

J. Heetha
**Head of Chancery, Embassy of
India, Seoul**

SECTION - II

BID FORM

To,

**HEAD OF CHANCERY,
EMBASSY OF INDIA,
101, DOKSEODONG-RO,
HANNAM-DONG,
YONGSAN-GU, SEOUL
REPUBLIC OF KOREA**

Dear Sir,

1. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide Market Surveys in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc. and agreement will be binding on us.
3. We agree to abide by this Bid document for a period of six months from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Until an agreement is signed and executed, this Bid together with your written acceptance thereof, in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us are properly sealed and prepared so as to prevent any subsequent replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 2020.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address

Signature.....

SECTION III
BIDDER'S PROFILE

General:

1. Name of the Bidder/ Agency :
2. Address of the Bidder/Agency :
3. Telephone numbers with STD code (O), Mobile number& Fax number :
4. Detail of License (Regulation):
5. Name of Proprietor/Partners/Directors :
6. Bidder's bank, its address and his current account number :

I/We hereby declare that the information furnished above is true and correct. I am also attaching the copies of license/authorization documents claimed hereunder.

Place:

Date:

Signature of Bidder/Authorized
signatory.....

Name of the
Bidder.....

Seal of the Bidder

SECTION IV

INSTRUCTIONS TO BIDDERS

The Embassy of India, Seoul would be referred in the document as the Embassy and the individual/bidder participating in the bid would be referred as bidder.

A. SERVICES TO BE PROVIDED

1. Service :

- 1.1 The bidder shall be responsible for conducting a Market Survey on Pharmaceutical Sector in Seoul and Business Opportunities for Indian Manufacturers in accordance with the objectives of the Survey.
- 1.2 The bidder will submit the draft Outcome of the Survey within 60 days of acceptance.
- 1.3 The bidder will present key take-aways from the draft Outcome of the Survey over a webinar to all stakeholders both from Seoul and from India and accommodate any corrections / feedback received and submit the updated report within 120 days of the acceptance of the bid.

B. Eligibility Qualifications

This invitation to submit Bids to the Tender Document is open to those bidders who have experience in undertaking Market Survey and related activities as listed below :

Sl. No.	Criteria	Eligibility details
1	The Company/Agency should be a registered agency.	Copy of License/Registration issued to be attached.
2	The Bidder should not have been blacklisted by any state/ central agency/ Embassy in the past for any corrupt/ fraudulent or breach of contract conditions or unethical/ corrupt business practices.	Declaration of same on the Letter Head of Firm
3	Company/Agency to provide a detailed quotation	Quotation should contain all aspects including proposed time frame for completion of Market Survey

4	The bidder should have experience of the last 5 financial years of providing Market Research Studies to any Government/reputed Private Organizations/Embassies/UN Offices in Republic of Korea in the market field and the history of working on the Korean market report.	Details of experience to be enclosed
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C. TERMS & CONDITIONS

- a) The firm should possess all necessary Korean registration and certificates required under local regulations.
- b) Period of completion for the work is six (6) months from the date of commencement, including the feedback sessions.
- c) Price quoted should be on an all-inclusive basis and shall include the cost of all services, personnel, material, delivery, etc. inclusion/exclusion of VAT and other levies/taxes, where applicable, should be clearly specified.
- d) Agency shall be bound to remove/rectify/replace any defects/defective work which is noticed at his own risk and own risk and cost.
- e) The embassy of India would not be responsible for any dues other than the agreed contract amount.
- f) Bidders should quote for all the scope of work altogether, done from one company.
- g) Quotations should remain valid for acceptance for six months from date of closing without any price escalation for whatever reasons.
- h) Once the tender is awarded, the winning bidder will have to complete the task within six months of award of work.
- i) Payments to the selected bidder would be through bank transfer on satisfactory completion of work.

D. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. Embassy in no case be responsible for these costs regardless for the conduct or outcome of the bidding process.

E. BID DOCUMENT

Bid document is in two parts (a) Technical bid and (b) Financial Bid,

The Technical bid shall consist of:

- a. Notice Inviting Tender
- b. Instructions to bidders
- c. General conditions (Commercial) of the contract
- d. Special conditions of contract
- e. Bid Form given at Section II

- f. Eligibility documents cited at Section B.

The Financial bid consists of

- a. Separate quotations for the two Market Surveys

The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid documents or submission of the bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

A prospective bidder requiring any clarification on the Bid document shall notify the authority in writing. The Embassy shall respond in writing to any request for the clarification of bid document which it receives not later than 2 days prior to the date of opening of Tender.

F. Amendment to bid document

At any time prior to the deadline for submission of Proposal, the Embassy may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Bid document by the issuance of Addendum/ Amendment/Corrigendum and posting it on the Official website.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Embassy may, in its sole discretion, extend the last date of submission.

G. Bid Form

- i. The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered. The quality and price schedule as per Financial bid. The financial bid shall be without TVA.

H. Submission of bids

- i. The bids (in English) should be submitted duly sealed and addressed to the Embassy of India, Seoul and deposited in person or by post/courier at the reception on or before 1500 hrs of due date.
- ii. No Bid will be accepted by Email.
- iii. Any bid received after the dead line for submission of bids shall be rejected.
- iv. Method of preparation of bid:

- a. Bid for each tender should be submitted in envelopes placed inside a main cover. These envelopes should contain the following:-

Envelope	Marked on the cover	Contents of Envelope
First	Technical Bid	Containing documents establishing eligibility of the bidder to participate in the tender.
Second	Financial Bid	Rates duly quoted by the Bidder in the prescribed format.

On all these envelopes the name of the firm and whether “Technical bid” OR “Financial bid” must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). **The Bids that are not submitted in above mentioned manner should be summarily rejected.**

All envelopes (2 inner & one outer) must bear the following on the left hand top corner side:-

TENDER FOR MARKET SURVEY ON ‘PHARMACEUTICAL SECTOR IN REPUBLIC OF KOREA AND BUSINESS OPPORTUNITIES FOR INDIAN COMPANIES’

“NOT TO OPEN BEFORE (DUE DATE OF TENDER)”

(Tender no: SEO/COM/209/01/2020)

- i. All envelopes (2 inner & one outer) must bear the full address of the tendering authority at the center of envelope.
- ii. All envelopes (2 inner & one outer) must bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.

The Bid with conditions other than those specified in the Bid document is liable to be summarily rejected. No modification by the bidder in any of the conditions will be permitted after the Bid is opened.

I. Evaluation

- i. The Embassy shall evaluate the bids to determine whether they are complete, whether any computational errors have been made

whether documents have been properly signed and whether bids are generally in order.

- ii. If there is discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, the Embassy will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by the Embassy.
- **Technical Evaluation:** The Embassy will evaluate if the bidder comply with all the eligibility conditions and if the bidder ensures compliance to all eligibility conditions and furnish all documentary proofs of the same, they would be considered for participation in the financial bid.
 - **Financial bids** of those bidders shall be opened whose qualifying bids were found successful.

J. Award of Contract

The Embassy shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 7 days of issue of letter of intent and give his acceptance.

K. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

L. Annulment of Award

Failure of the successful bidder to comply with the requirement of clause M shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which even the Embassy may make the award to any other bidder at the discretion of the Embassy or call for new bids.

M. Period of validity of bids

The bid shall remain valid for six months after the date of opening of bids. A bid valid for a shorter period shall be rejected by the Embassy as non-responsive. A bidder accepting the request of the Embassy for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

N. Earnest Money Deposit

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

SECTION V

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Application

1.1 Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed by the Embassy.

2. Execution Time Limit

2.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

3. Termination of Contract

4.1 Embassy may without prejudice, to other rights under law or the contract provided get the hiring of private security services done at the risk and cost of the bidder, in above circumstances.

4. Termination for insolvency

4.1 Embassy may also by giving written notice and without compensation to the bidder terminate the contract if the bidder becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

5. Performance evaluation

5.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by any reason i.e. war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract. The services must be resumed as soon as practicable after such an event has come to an end or ceased to exist, and the decision of the Embassy as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason

of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

6. Arbitration

6.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Government of India.

7. The venue of the arbitration proceeding shall be Embassy.

8. Set Off

8.1 Any sum of money due and payable to the successful bidder under this contract may be appropriated by the Embassy and set off the same against any claim of the Embassy for payment of a sum of money arising out of this contract or under any other contract made by bidder with the Embassy.

SECTION VI

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section IV and general (commercial) conditions of the contract as contained in section VI and wherever there is a conflict, the provisions herein shall prevail over those in section IV and section VI.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India/ Republic of Korea, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Embassy reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Political or any other Government Department.
4. Embassy reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. Embassy reserves right to counter offer price against price quoted by the bidder as per the benchmarked price.

SECTION VII

**TERMS OF REFERENCE
FOR CONDUCTING A MARKET SURVEY
on
“PHARMACEUTICAL SECTOR IN REPUBLIC OF KOREA AND
BUSINESS OPPORTUNITIES FOR INDIAN COMPANIES”**

The following are terms of reference for the report:

1) Brief analysis about Indian pharma industry

- SWOT analysis
- Main sectors and products
- Top 10 exporters and importers of pharma products

2) Analysis of pharmaceutical market in Korea

- Market situation
- SWOT analysis
- Main sectors and products
- Top 10 exporters and importers of pharma products, including tariff rates
- SWOT analysis of India's major competitors in the Korean market and in-depth case study of the competitors
- Korea's local players in the market and their cooperation with other countries
- Surveys/interviews of pharma companies are encouraged for the report

3) Industry regulations

- Pharma regulation in Korean market and related Ministries and government organizations for approval and certification
- Trade regulation and procedures for export to Korea
- Trade barriers (tariff, non-tariff, etc.) for entry of Indian pharma products in Korea

4) Strategy for Indian pharma products in Korea

- USP of Indian companies in the Korean pharmaceutical market and positioning strategy

- India's strategy for effectively entering Korean pharma market

Forecast of future growth opportunities of Indian pharma businesses in Korea

REQUEST FROM EMBASSY

In view of the above mentioned considerations, you are kindly requested to send us a **quotation along with the methodology** to conduct a report on the Pharmaceutical sector in Republic of Korea.

Section-VIII**Bank Guarantee Proforma for Earnest Money Deposit/Tender Security**

Bank Guarantee No.....

Brief description of contract:-

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

Date :

Whereas M/s (Name of Contractor with address)_____ have submitted their tender for market survey on Pharmaceutical sector in Republic of Korea and one of the tender conditions is for the M/s (Name of Contractor with address)_____ to submit a Bank Guarantee for Earnest Money Deposit amounting to (Local currency) ____/- (**South Korean Won Only**). In fulfilment of the tender conditions, we, (Name of Bank with address)_____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of Local currency ____/- (**South Korean Won** _____ Only).

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

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

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

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

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

Date _____ Signatures_____

Section - IX

Bids Securing Declaration

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

Dated this day of 2020.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address

Signature.....