



**CONSULATE GENERAL OF INDIA
DUBAI**

**REQUEST FOR PROPOSAL (RFP)
FOR**

**SIGNING OF MAINTENANCE CONTRACT FOR VILLA NO. R-21, EMIRATES HILLS,
CG RESIDENCE**

CHAPTER I : REQUEST FOR PROPOSAL (RFP)

1. Bidding Companies are invited to submit a detailed Technical and Financial proposal for carrying out repair and maintenance service at Villa No. R 21, Emirates Hill (CG Residence). The proposal should be valid for 06 (six) months after the RFP closing date as indicated. The award of the Contract will be, as per provisions indicated in the RFP, on the L1 basis of financial bids in the two-tier tender process consisting of Technical Bids and Financial Bids.
2. The objective of this RFP is to select an appropriately qualified and adequately experienced SP, to enter a contract with the Consulate General of India, Dubai to carry our repair and maintenance services at the CG Residence for a period of 2 years extendable to 1 more year at the same rates, terms and conditions.

CHAPTER II : BIDDING SCHEDULE AND PROCESS

TENDER NO. No. Duba/Prop/872/04/2024		Date : May 30, 2024
IMPORTANT DATES		
01	Release of Request for Proposal (RFP)	May 31, 2024 (Friday)
02	*Pre-Bid Meeting	June 06, 2024 (Thursday)
03	* 2 nd Pre-bid meeting (if required)	June 12, 2024 (Wednesday)
04	* Last date for submission of bids	June 20, 2024 (Thursday)
05	*Date of opening of Technical Bids	June 24, 2024 (Monday)
06	*Date of opening of Financial bids	June 27, 2024 (Thursday)

*Subject to change due to administrative/logistic reasons.

**Subject to internal approval of the Consulate.

- (i) Queries from bidding companies & Consulate's response: All queries from the bidding companies relating to this RFP must be submitted by email only exclusively to email id : hoc.dubai@mea.gov.in. The queries must be in an attached file in word format only. The Consulate will endeavour to provide answers to all questions raised by the bidding companies. All email communications by bidding companies to the Consulate should be addressed to email id: hoc.dubai@mea.gov.in only. It is the responsibility of the bidding companies to monitor the website regularly for all the information pertaining to the tender process.
- (ii) Supplementary information to the RFP: If the Consulate deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. Such supplemental information will be made available on the Consulate's website. Any such supplement shall be deemed to be incorporated by this reference into this RFP. It is the responsibility of the bidding companies to constantly monitor the website of the Consulate for any latest information.
- (iii) Conduct during tender process: Any attempts by bidding companies to disrupt the integrity of the tender process will result in disqualification of such companies from the tender process including a ban on participation in future tenders of the Consulate.

CHAPTER III : INSTRUCTIONS TO BIDDERS

- (i) The bidding companies should respond to all the items in the Request for Proposal (RFP) clearly and without any ambiguity and in the same order as the RFP. The Technical Bids are liable to be rejected if all the points in the RFP are not adequately responded to. The decision of the Consulate in this regard is final.
- (ii) Bidding companies not fulfilling the parameters under Chapter IV (Mandatory Eligibility Criteria) and Mandatory Eligibility Criteria (Annex-E) will not be considered for the Financial Bid stage.
- (iii) If any bidder's services have been terminated in the last 5 years by MEA/Consulate for being unsatisfactory, not fulfilling contractual obligations or for some other reasons (which are not the subject matter of a Court case), the concerned bidder will be disqualified.
- (iv) Companies/Firms registered in UAE are eligible for participating in the bidding process.
- (v) The bidding company must deposit the Bid Security deposit (EMD) and the requisite Performance Bank Guarantee (PBGs) mentioned in this RFP on its own. PBGs or any other form of guarantees will not be accepted from any third party on its behalf.
- (vi) the offer/bids may be sent in separate sealed covers, superscribed in bold letters, **“Maintenance Contract of Vills R. 21, Emirates Hills, CG Residence”**. **‘Technical Bid’**, **‘Financial Bid’**, **‘EMD’**, must be placed in separate sealed covers which should then be placed in a secure, larger envelope, addressed to: *The Head of Chancery, Consulate General of India, Plot no.314, Al Hamriya, Diplomatic Enclave, Post Box no.737, Dubai, U.A.E*, so as to reach the Consulate latest by **1700 hrs. of 20 June, 2024**. All technical bids shall be opened simultaneously at **1100 hrs. of 24 June, 2024** at the Consulate. The decision of the Consulate on pre-qualification of the bidders shall be final.
- (vii) The following guidelines shall be applicable to the respective parties:
 - (a) The Consulate reserves the right to reject any tender based on security considerations at any stage in the tender process.
 - (b) The Consulate will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'Confidential'. However, the Consulate subject to the Right to Information (RTI) Act, 2005 of the Government of India, may be required to release information supplied in this RFP in accordance with the provisions of that Act or by an Order of the Courts of India.
 - (c) The information in this RFP, or otherwise supplied by the Consulate or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the Consulate.
 - (d) Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the Consulate. All material supplied to the Consulate in relation to the Bidding Company's proposal becomes the property of the Consulate and may not be returned to the Bidding Company unless requested in writing beforehand and agreed to by the Consulate.
 - (e) The Consulate will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the Bidding companies or other persons in respect of this RFP.
 - (f) In submitting the proposal to the Consulate, the Bidding Company will be deemed to have understood this RFP and obtained all requisite information and ascertained the veracity of any

information to be relied upon, as may be necessary to prepare the proposal and for any subsequent negotiations with the Consulate.

(g) In submitting a proposal to the Consulate, the Bidding Company will be deemed to be fully informed and to have accepted the terms and conditions outlined in this RFP and that all commitments as per RFP will be met.

(h) The Bidding Company is responsible for all the costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, in providing any additional information required by the Consulate to facilitate the evaluation process, and in negotiating a definitive contract and all such related to the bid process.

(i) The Consulate reserves the right to accept or reject any or all Proposal(s) and to annul the bidding process, at any time, thereby rejecting all proposals prior to award of Contract/ any Contract being signed, without assigning any reasons.

(j) The Consulate reserves the right to amend the RFP and or its enclosures at any time prior to the deadline for receipt of bids. Any such amendment will be numbered, dated and issued by the Consulate and will be uploaded on the website of the Consulate. Where amendments are significant, the Consulate may, at its discretions, extend the deadline for receipt of bids.

(viii) The Bidding Company shall adhere to the provisions of the RFP and in the event of violation, the Consulate shall disqualify the bidding Company or terminate the contract with immediate effect by giving written notice to the Bidding Company. The Bidding Company shall not resort to any act of threat, promise, inducement, or intimidation against the officers of the Consulate for not agreeing to any request/demand either during the tender process or during the period of contract. In that event, the Bid Security Deposit (EMD) or the Bank Guarantee for premature termination of the Contract will be encashed by the Consulate and the Bidding Company will be banned from taking part in future tenders of the Ministry and all the Missions/Posts.

(ix) The Bidding Company shall be responsible for the consequence arising out of such termination.

(x) Price escalation due to any reason and not limited to change in foreign currency exchange rate, increase in prices of equipment, labour, fuel(petrol, diesel, gas etc.) transport, electricity & water, levy of new taxes, hike in any tax rate, cess etc. shall not be applicable during the period of contract.

(xi) Consulate reserves the right to specify to the SP to provide the technician staff etc. from a particular nationality, preferably Indian.

CHAPTER IV: MANDATORY ELIGIBILITY CRITERIA

The bidder would be required to meet the following conditions:

- (i) The bidder must be registered under the UAE Companies Act and should have all applicable appropriate licenses in their own name. (A copy of valid trade license to be enclosed with the technical bid).
- (ii) The bidders should have a minimum of 5 years experience in the field as on 20.06.2024 and has done similar works of **(i) one similar work of value of AED 90,000/- or (ii) two similar works of value of AED 50,000/- or (iii) three similar works of value of AED 35,000/-**. The company should have a good financial standing Profit and loss Statements duly certified by Chartered Accountant for a period of six months. No loss has been incurred for more than two years out of last five years.
- (iii) The bidder should submit precise profile of its activities and operations in different areas and fields, Details of members and nationality of Management and ownership/ Partnerships and other companies in the corporate groups. Bidder may give information of details of work/ services done for various important clients recently.
- (iv) The Bidding Company must deposit a **Bid Security Deposit (EMD) for AED 4500 (approx. @ 5% of the tender value, fixed as per provisions laid down under Rule 170 of GFR 2017), in AED**, drawn in favour of the Consulate General of India, Dubai. The EMD should be valid for 45 days beyond the final bid validity period [i.e., last date of bid submission + six months + forty-five days]. The EMD of unsuccessful bidders will be returned within 30 days of announcement of results of Technical Bids, except in the case of the selected bidding company whose Bid Security (EMD) deposit shall be retained till it has provided Performance Bank Guarantees (PBGs).

CHAPTER V : PERFORMANCE BANK GUARANTEES (PBG)

The prospective SP should submit the requisite irrevocable Performance Bank Guarantees (PBGs) to the Consulate which can be encashed by the Consulate for not adhering to the provisions of the RFP.

- (i) The SP shall provide a **Performance Bank Guarantee (PBG) in AED, fixed @ 10% of the contract value, fixed as per provisions laid down under Rule 171 of GFR 2017**. PBG should initially be valid for a period of 02 (two) years and further extendable to 01 (one) more year, in case contract is extended.
- (ii) Performance Bank Guarantee shall be irrevocable and must be submitted at the time of awarding of the Contract as per the format enclosed in Annexure B.
- (iii) Any delay in submission of Bank Guarantees will lead to a delay in signing the Agreement. The prospective SP will be fully responsible for any delay in starting the work and resulting in financial liabilities.
- (iv) The validity of EMD and PBG will be governed with relevant clauses of RFP.

CHAPTER VI: SCOPE OF WORK

(A) General

- a) The Service Provider (SP) should deploy an experienced supervisor including the technicians and they shall personally visit installations under operation regularly and ensure Planned Preventive Maintenance (PPM) is followed strictly. SP shall also ensure proper manning of each installations by authorized technician and by organizing the operators engaged by the service provider in such a manner that all services are manned, operated on 24X7 basis or as ordered by Consulate.
- b) The SP shall provide and maintain all site documents, SOPs, checklists, trackers as per the engineering best practice for safe and economical running of services. Draft SOPs, checklists, PPM schedules, if any shall be forwarded to Consulate for approval before they are placed at site for application within one month of signing of Contract.
- c) SP shall do inspection and perform routine and preventive maintenance as also breakdown maintenance of all the equipment's if and when required;
- d) The SP shall repair/replace parts and perform overhaul of the equipment;
- e) The SP shall supply necessary parts and components in order to maintain the equipment/system in good working condition;
- f) Monthly spare parts/materials upto the amount of AED 450/- (0.5% of tender value) (including any other surcharges) will be provided by the maintenance company and the cost of materials above this amount will be charged separately. Cost of equipment will be on actual basis subject to production of invoices. *If there are no items purchased in a particular month the same will be carried forward to subsequent months.* Company shall submit daily reports including purchase of spare parts as per approved specifications from the Consulate and the same shall include warranty period and date of purchase of the item to be replaced. SP shall maintain and submit the spare parts records regularly to the designated officials of the Consulate or as and when when the parts have been replaced along with bill/invoice. Any delay in submitting the report on spare parts will attract penalties. Reports shall include signature/verification from the designated official. There shall be periodical review meetings and site visits as preferred by the Consulate.
- g) Maintenance Services shall be provided with 24 hours emergency call out service. Programme of routine and preventive maintenance during the tenure of maintenance contract shall comply with minimum requirements as Daily, Weekly, Fortnightly, Monthly, Bi-Monthly, Quarterly, Half Yearly, Annually and as per the contract..
- h) All workers and staff employed by the company shall be regular employee of the company and will not have any claim of any nature on the Consulate. Any dispute arising between employee and company will be the responsibility of the company only. The service provider shall ensure that all compliance's governing the employment of labour under this contract are met.
- i) The service provider is also responsible for transfer and discharge of employees. All personnel employed by the service provider shall at all times and for all purposes be solely in the employment of the service provider.
- j) The service provider shall assign personnel of appropriate qualification and experience to perform and fulfill its obligation under this tender.
- k) The service provider shall take commercially reasonable steps to ensure the staff members performing services under this tender are qualified and suitable to perform such services.

- l) The service provider is obliged to replace, without unreasonable delay and at no cost to the Consulate, any personnel whom the Consulate considers lacking the necessary competence or with whom the Consulate finds it difficult to collaborate.
- m) The service provider shall ensure that all employees assigned by them to perform development of the services are employees of the service provider and that under no circumstances shall the relationship of employer and employee be deemed to arise between the Consulate and the service provider's personnel.
- n) The service provider must know and follow their duties related to safety for all personnel.
- o) All the staff deployed by the service provider should be provided with a Uniform and shall work within the CG Residence premises in their prescribed uniform.
- p) The service provider must provide consumables, modern tools and equipment based on applicable regulations/codes/guidelines.
- q) The service provider should ensure that proper qualified/trained/licensed personnel carry out the jobs and that proper supervision is done for all jobs.
- r) All workmen of the service provider must have valid identification cards issued by the Consulate to be displayed at all times during duty hours.

B. Brief summary of works to be undertaken by the company during the contract period.

(I) Plumbing

- a) Maintenance of water transfer pump, panel and booster pump;
- b) Maintenance of cold and hot water system;
- c) Maintenance and cleaning of the overhead water tank and underground RCC tank;
- d) Maintenance of drainage system, periodical checking of manhole, main drainage of all types of gully traps and floor traps;
- e) Replacement of damaged flexible hose, angle valves and fittings;
- f) Maintenance of pumps and internal pipe work for irrigation;
- g) Maintenance of pumps, nozzles and control panel of the fountains;
- h) Other misc plumbing works as assigned.
- i) It shall be the responsibility of the SP to maintain and upkeep all the water fittings of the Consulate.

(II) Civil

- a) Maintenance of water proofing system and space frame;
- b) Maintenance of repair of aluminium and wooden doors and windows;
- c) Replacement of damaged door, stopper, tower bold and glass panels;
- d) Repairing of plastering of walls and necessary painting;
- e) Other misc civil works as assigned by the Consulate.
- f) It shall be the responsibility of the SP to maintain and upkeep all the civil structures including walls, glasses, doors etc of the Consulate.

(III) Electrical

- a) It shall be the responsibility of the SP to maintain & upkeep all the electrical equipment of the CG Residence.
- b) Checking functions of all MCCBs, MCBs & ELCBs, MDBs and distribution boards;

- c) Checking, repair / replacement of all switches of light fittings, sockets and cleaning of all electrical equipment's and accessories;
- d) Replacement of damaged tubes, bulbs, chokes; etc.

(IV) Fire Fighting & Fire Alarm

- a) Maintenance of fire fighting, pumps and control panel;
- b) Maintenance of dry riser, breaching connection, landing valves and air release valves, wet riser and fire hose reel;
- c) Refilling of Fire extinguishers;
- d) Maintenance and periodic checking of smoke detector, break glass, fire alarm panel and repeater panel.
- e) Organizing periodical fire drills – every quarter.
- f) It shall be the responsibility of the SP to maintain & upkeep the fire fighting equipment of the CG Residence.

(V) Air Conditioning System

- a) It will be the responsibility of the SP to maintain & upkeep the AC system in proper working condition at all times.
- b) Cleaning of Air filters
- c) Flush and clean the condensate drains, pane and piping;
- d) Check and adjust the belt tension, as required;
- e) Check the unit for any abnormal operation;
- f) Service the condenser coil;
- g) Check the refrigerant pressure;
- h) Check the running load amps.;
- i) Check the electrical termination and tighten the as required;
- j) Check the functioning devices and thermostat;
- k) Clean the evaporated coil with chemical;
- l) Clean the blower section for any dust accumulation;
- m) Check any damages in the duct/pipe insulation;
- n) Replace any rustic screw and
- o) Paint touch up of condensing unit, if rusty spot visible
- p) Regular service and maintenance of all Window and Split AC's.

(VI) Swimming Pool Maintenance:

- a) Back washing of filters as required & indicated by pressure differential across filters.
- b) Maintain swimming Pool equipment's like filters, pumps and dosing system.
- c) Pump room and equipment maintenance
- d) Repairing any severed/broken structure at the residence, happened during the delivery of the services.
- e) Reporting necessary repairs & activities to ensure pools are maintained to its optimum performance & quality.
- f) Maintenance of shower area next to swimming pool.
- g) Pool tiles and Water level maintenance.

- h) Maintenance of pH and chlorine level with proper testing kit.
- i) Maintenance of Jacuzzi in the swimming pool.
- j) Obtain any and all sorts of approval / NOC required from the local authority etc.
- k) Regular certification by the SP that the Swimming Pool Maintenance is as per the Dubai Municipality Standards.
- l) Maintenance equipment of any kind required for the purpose, shall be provided by the Service Provider itself.

(VII) General Carpentry work including change/repair of locks, shelves, office furniture, dismantling & arranging the same, hanging of portraits and decorative items.

- a) Change/Repair of locks, shelves, office furniture
- b) Dismantling & arranging the furniture as per requirements.
- c) Hanging of portraits and decorative items.
- d) Pump room and equipment surface cleaning.

** i.r.o. all works detailed above in Para B, any/all equipment required for the services, are to be arranged by the service provider itself.*

*** The service provider is to submit weekly updates and monthly reports on the works done.*

CHAPTER VII : SENDING BIDS TO THE CONSULATE

1. The Bids should be sent to the Consulate as explained below:

The proposal should be addressed by name to “Head of Chancery, Consulate General of India, Dubai, Plot No.314, Al Hamriya, Diplomatic Enclave, Bur Dubai, P.O. Box 737, Dubai, UAE”, and sent so as to reach before the due date. The Bids must be submitted in a large secure package containing the following envelopes as per the format below:

- (i) **Envelope 1:** A separate closed envelope containing bank guarantee for Bid Security Deposit (EMD) Bids received without EMD will be summarily rejected. The bidding company should submit the amount/ BG on its own without any involvement of any third party. PBG provided by a third party on its behalf is not acceptable.
 - (ii) **Envelope 2:** A separate closed envelope (**Technical Bid**) containing Bid Cover Letter and Declaration (Annex-C), Declaration by the Bidder (Annex-A) , Organisation Profile (Annex-E).
 - (iii) **Envelope 3:** A separate closed envelope containing **Financial Bid** (Annex-D).
2. The proposal must be received by 1700 hours of 20 June, 2024. The Technical Bids will be opened on 24 June 2024, at 1100 hours preferably in presence of the authorized representatives of the Bidding Companies (limited to one person per bidding Company only) at the Consulate General of India, Dubai.
 3. The receipt of the proposal will be duly acknowledged as and when received.
 4. All requests for further information/queries related to this RFP may be sent to the following email id: hoc.dubai@mea.gov.in only.

CHAPTER VIII : SELECTION OF BIDDERS

1. The bids will be opened in two stages, as under:

A. Stage 1: Technical Bids

Following envelopes will be opened in the First Stage/ Technical Bid Evaluation:

- (i) **Envelop 1:** A separate envelope containing bank guarantee for Bid Security Deposit **(EMD)**.
- (ii) **Envelop 2:** A separate envelope (**Technical Bid**) containing Bid Cover Letter and Declaration (Annex-A) and Organisation Profile (Annex-E).

Technical Bid Evaluation:

- a. In the first stage, only the envelopes 1 and 2 mentioned in the preceding para, containing the Bid Security Deposit (EMD) and the Technical Bid, along with the prescribed Annexes, will be opened on the appointed date and time, in presence of the bidding companies (one representative each) and members of the Tender Evaluation Committee (TEC). The sealed envelope containing the Financial Bid will be shown to the members present but will not be opened at this stage.
- b. The bids which are not accompanied by the Bid Security Deposit (EMD) and a separate envelope for the Financial Bid will be summarily rejected.
- c. The Technical Bids will be examined and evaluated by the Tender Evaluation Committee (TEC) formed by the Consulate.

B. Stage 2: Financial Bids

Following envelopes will be opened in the Second Stage/ Financial Bid Evaluation:

- (i) A separate envelope (**Envelop-3**) containing **Financial Bid** (Annex-D) duly completely-filled should be in the format prescribed.

Financial Bid Evaluation:

- a. The Financial Bids (Annex-D) of only those bidders who qualify in the technical evaluation (i.e., Stage 1) shall be opened at this stage. The Financial Bid(s) of the Bidding Company(ies) disqualified in the Technical Bid stage will not be opened. The Financial Bid in sealed condition will be returned to the Bidding Company unless deemed by the Consulate as required for investigation purposes. The Bid Security Deposit (EMD) of technically disqualified will be returned not later than thirty days from the date of finalization of technical evaluation.
- b. Bidding companies, which have qualified for the Financial Bid stage, will be informed on the day of opening of Technical Bids. The Financial Bids will be opened preferably, in presence of representatives from the qualified Bidding Companies by the Tender Evaluation Committee (TEC). However, in absence of representatives, the TEC will open the Financial Bids of the qualified Bidding Companies.
- c. Thereafter, the Financial Bid (Annex-D) will be evaluated on L1 basis, by the Tender Evaluation Committee (TEC) at the Consulate. The selection will be on the amount quoted by the SP which will be based on the scope of work mentioned in Chapter VI of RFP. The SP should quote the amount inclusive of VAT, local government levies, charges for labour, surcharges if any, transportation etc. The selected SP will be announced on the same day and will have to sign the Contract within 07(seven) days of the announcement.
- d. In the case of the company which has been awarded the Contract, the EMD will be returned only after submission of the requisite Performance Bank Guarantee (PBG) and signing of the Agreement. If the Company fails to sign the Contract along with the PBG as per the time schedule stipulated by the Mission, the Bid Security Deposit (EMD) will be retained by the Mission and the Company may be banned from participation in future tender processes.

CHAPTER IX: TERMS AND CONDITIONS

1. The SP will have to ensure compliance of all mandatory labour laws/regulations laid down by the Government of the UAE and any other relevant Acts and regulations enforceable from time to time without any liability on the Consulate General of India, Dubai or without any responsibility for statutory compliance by the Consulate.
2. The workers provided should be on the permanent roll of the company with valid working visa and should preferably be an Indian national or from friendly countries. A copy of the labour card of each worker shall be submitted to the Consulate before deployment for work. The bidder shall send profile of the technicians to be deputed at the Consulate well in advance for obtaining security clearances.
3. The SP must have modern equipment's, latest technical expertise for management of building and related facilities, as has been defined in 'scope of work'. If required, SP shall engage technical experts to sort out technical issues arising in the machinery of any electrical equipment and no charges shall be levied towards the same.
4. The prospective SP should be ready to provide performance guarantee of 10% of contract amount in the event of their bid being approved.
5. **Duration of Contract:** The contract will be for a period of two years duration from the date of award which will be extendable for one years (i.e. for a maximum tenure of three years) at same rate and terms and conditions upon satisfactory performance by service provider.
6. **Right to accept any bid and to reject any or all bids:** The Consulate General of India, Dubai, at its own discretion, accept or reject any bid/quotation without assigning any reasons thereof. The decision of the Consulate shall be final and binding on all.
7. **Change Orders:** The agreement may be amended or modified with consent of both parties in writing signed by the duly authorized representatives of the respective parties. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e., the bidder and Consulate General of India, Dubai.
8. **Site Visits:** The bidders shall visit the work place, understand the scope thoroughly (even if it is not mentioned in this tender) and then quote. The bidder shall contact the Property Section of the consulate at prop.dubai@mea.gov.in, Consulate General of India, Dubai, for visiting the site from **06.06.2024 to 17.06.2024**.
9. **Notification of award:** Prior to the expiration of the period of bid validity, Consulate will issue letter of Intent to successful bidder that it is proposed to accept his bid. Upon the receipt of acceptance letter from successful bidders and furnishing of Performance Guarantee. The letter of award of work will be issued and Contract will be signed by Consulate. EMD will be refunded to unsuccessful bidders at the earliest and latest within 30 days of award of work.
10. **Force Majeure:** Notwithstanding the provisions of contract, the service provider shall not be liable for forfeiture of its Performance Guarantee, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

(a) For the purpose of this clause, 'Force Majeure' means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Consulate either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(b) If a Force Majeure situation arises, the service provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Consulate in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means not provided by the Force Majeure event.

(c) The Consulate may terminate this contract, by giving a written notice of 30 days to the service provider for unsatisfactory performance.

11. **Contract Termination:**

(a) The service provider shall pay the expenses of applicable duties for execution of agreement.

(b) If the service provider imposes any condition, in conflict with the conditions mentioned herein, his tender is liable to be summarily rejected. In any case, none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by the Consulate.

(c) The tendering authority (Consulate) reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which the service provider has submitted bid.

(d) Any bid received by the tendering authority after the deadline for submission of bids will be rejected and not be considered and may be returned unopened to the service provider.

12. **Performance/Service Guarantee:**

(a) The successful bidder is required to submit 10% of contract amount Performance Guarantee while signing the contract. The EMD of the successful bidder will be returned after submission of Performance Guarantee.

(b) The guarantee amount in full or part may be forfeited in the following cases:
i. When the terms and conditions of the contract are breached.
ii. When the service provider fails to comply with minimum service levels agreed upon.
iii. Failure of the service provider to comply with statutory requirements shall constitute sufficient grounds for annulment of the award and forfeiture of service guarantee.

(c) Notice with reasonable time will be given to Service Provider in case of forfeiture of Performance Guarantee.

(d) The Performance Guarantee money shall be valid for additional 60 days and shall be refunded after successful completion of contract period provided there is no breach of contract liquidated damages from Consulate's side. No interest shall be paid on the Performance/ Service Guarantee.

13. **Code of Conduct and Penalty for Non Performance:**

- (a) A penalty amounting to 0.5% per day of the total cost of spare parts will be deducted from the approved cost of spare parts in case of Non-delivery/late delivery of spare parts by the contracted company.
- (b) The workers required for regular PPM (Planned Preventive Maintenance) at the CG Residence shall be available for work as per agreed schedule. In case of his absence, a suitable replacement has to be sent to the CG Residence. Failure to do so will attract a penalty equivalent to per day contract value.
- (c) Proportionate penalty(per day of contract value) shall be deducted from the bill for the respective month in case an inappropriate or untrusted technician is sent as a replacement,.
- (d) Penalty of 0.5% per day contract value will be deducted in case there is delay in attending the works/ delay in rectifying the issues as per agreed schedule/deadline.
- (e) If any of the assigned work is not found satisfactory, an amount equivalent to the expenses incurred by consulate and penalty of 0.5% per day will be deducted for every major deficiency from the bill for the respective month/subsequent months. The decision of the Consulate will be final in this respect.
- (f) Smoking, chewing of pan, intoxication, sleeping on duty is forbidden in the building. If found guilty, penalty@10% of the monthly contracted value in addition to writing warning will be incorporated.
- (g) Good Quality/ Branded spare parts with minimum warranty/ guarantee as per the market standard should be used by the SP, failure to which, the expenditure shall be borne by the SP or equivalent amount will be deducted from the monthly invoices. This includes the monthly spare parts/materials upto AED 450/-(including any other surcharges) which will be provided by SP.
- (h) Any damages to the property or equipment of the Consulate due to negligence of SP shall be borne by the SP or equivalent amount shall be deducted from the monthly invoices.

14. **Terms of Payment:** The payments shall be made monthly on pro-rata basis for the services. Billing cycle will be 1st day following the completion of quarter/month. Company shall ensure timely submission of invoice including the service reports duly verified by the Property Section within 2 months of its becoming due, otherwise late penalty @0.5% of monthly cost per day shall be deducted from the final invoice.

AFFIDAVIT on Company's letter head

I/We, _____, Representative(s) of
M/s. _____ solemnly declare that:-

1. I/We are submitting tender for the Maintenance of CGI, Dubai building work against Tender Notice No. Duba/Prop/872/04/2024 dated _____.
2. Myself or my partners do not have any relative working in any office of Consulate General of India, Dubai.
3. All information furnished by me/us in respect of fulfillment of eligibility criteria and other information given in this tender is complete, correct and true.
4. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. The Price – Bid submitted by me/us is “WITHOUT ANY CONDITION”.
6. I/We have not been banned/de-listed by any Government or Quasi Government agencies or PSUs.
7. If any information or document submitted is found to be false/incorrect, Consulate may cancel my/our Tender and can take any action as deemed fit including termination of the contract, for feature of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.

[Signature(s) of the Tenderer with Date & Seal]

Performance / Service Guarantee Format

To:
Consulate General of India
Dubai.

WHEREAS ----- (Name of the Service Provider) herein called “the Bidder” has undertaken, in pursuance of Contract No. _____ dated _____ to provide Maintenance Services hereinafter called “the Contract”.

2. 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.

3. AND WHEREAS we have agreed to give the Service Provider a Guarantee.

4. 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 10% of contract value) and we undertake to pay you, upon your first written demand declaring the Supplier to 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.

5. This guarantee is valid until the _____ day of _____, 20____

(Signature and Seal of Guarantors)

Date :
Address :

Part-I: Technical Bid

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 UAE (with address and Contact details) if any	
Total turnover in the latest financial year	
Total Staff Strength	
Total Technical staff percentage	
Nationality of Staff deputed for work (in case of getting bid)	

Part-II: Financial Bid

Consulate General of India, Dubai
REQUEST FOR PROPOSAL(TENDER)
MAINTENANCE SERVICES
FOR
VILLA R 21, EMIRATES HILLS, CG RESIDENCE
PART 2 – Financial Bid

To:

**Head of Chancery, Consulate General of India
Al Hamriya, Diplomatic Enclave,
P.O. Box No. 737, Dubai, U.A.E.
PHONE NO: 00971 4 3971222, 3971333**

Dear Sir,

Sub: Financial bid for maintenance services at Villa R 21, Emirates Hills, CG Residence.

I/We are submitting tender for the Maintenance of CG Residence work against Tender Notice No.Duba/Prop/872/04/2024 dated _____.

2. As part of the Bid, we hereby offer AED_____ for providing Maintenance services in the Villa R. 21, Emirates Hills, CG residence. The above is inclusive of all the applicable taxes; fees, as per regulations.

3. We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

4. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature,

5. If any information or document submitted is found to be false/incorrect, Consulate may cancel my/our Tender and can take any action as deemed fit including termination of the contract, for feature of all dues including Earnest Money and blacklisting of my/our firm and all partners of the firm etc.

NOTE: All the above work will conform to Dubai Municipality Norms.

The C.R. number of the company registered with Dubai Chamber of Commerce is _____.

For and on Behalf of:

Signature (Authorized Signatory)
Designation:

Bidder information – More detailed information on the following aspect may be given in typed form.

A. Business background

- (a) How many years has your firm been in business? How many years under its present business name?
- (b) Attach a current organizational chart and include the total number of employees in your firm in India, by various locations.

B. Claims and Suits (Explain any “Yes” answers)

- (c) Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
- (d) Has your firm ever failed to complete work awarded to it?
- (e) Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- (f) Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

C. Financial Information

- (g) Please provide copies of your firm’s audited financial statements(income statement, balance sheet, cash flow statements) for the last 3 years.
- (h) 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.
- (i) Please list your top five (5) customers and indicate what % of your business they represent.
- (j) Who are your bankers? What is the credit limit you enjoy with various banks?