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No. Abu/Admn/867/01/2020
Embassy of India
Abu Dhabi

NOTICE INVITING TENDER

Embassy of India, Abu Dhabi invites Tender under two bid system from registered and authorized firms/agencies for **Hiring of Cleaning Agency/Contractors for professionally trained 04 Cleaners (03 male and 01 female cleaner staff) for cleaning of the Office Rooms, Corridors and Open Areas of Embassy Premises and Embassy Residence, Abu Dhabi, UAE** as per details given in the tender documents.

2. The tender document can be downloaded from the websites <http://www.indembassyuae.gov.in> and <http://www.eprocure.gov.in> from **29.09.2022** onwards. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the Embassy of India, Abu Dhabi, 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 separate single envelope superscribed as "Tender No. Abu/Admn/867/01/2020 for AMC for Cleaning services at EoI, Abu Dhabi" and addressed to "**Head of Chancery, Embassy of India, Plot No. 10, Sector W-59/02, Diplomatic Area Off the Airport Road, Abu Dhabi**". The envelope should then be dropped at the Reception of the Embassy of India, Abu Dhabi at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (**19.10.2022 at 1400 hrs**) under any circumstances.

4. The Earnest Money Deposit (EMD) of AED 3,000/- (Dirham Three Thousand only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of "Embassy of India, Abu Dhabi" is required to be submitted along with tender bids.

5. The Technical Bids will be opened on **20.10.2022 at 1100 hrs** by a Committee authorized by the Competent Authority of the Embassy. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. **The pre-bid site visit may be conducted between 1100 hrs and 1600 hrs from 04.10.2022 to 17.10.2022** on prior appointment basis to assess the job requirement / quantum of work involved. For any queries, please write to prop.abudhabi@mea.gov.in. [Mobile Number: Mr. Ramesh Kumar Vij, SS(Prop): 0569904236].

6. **If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.**

7. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Mission shall be final and binding.

Sd/-
(Dhruv Mishra)
Head of Chancery
Tel No +971-2-671 2589

LETTER OF BID

Dated: 2022

To,

Head of Chancery
Embassy of India,
Plot No. 10, Sector W-59/02
Diplomatic Area, Off the Airport Road
Abu Dhabi

Ref: Invitation for Bid No. Abu/Admn/867/01/2020 dated _____ 2022.

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,

2. We offer to execute in conformity with the Bidding Documents for AMC for Cleaning services at the Embassy of India, Abu Dhabi at Plot No. 10, Sector W-59/02 Diplomatic Area, Off the Airport Road, Abu Dhabi.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
5. 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.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,
Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

(To be printed on Bidder's letterhead)

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	29/09/2022
Starting date of Tender submission	29/09/2022 to 19/10/2022 (1000 – 1600 hrs on all working days- Monday to Friday)
Site visit	29/09/2022 to 19/10/2022 (1000 – 1600 hrs on all working days- Monday to Friday)
Pre-bid meeting	04/10/2022 to 17/10/2022
Last date of Tender Submission	19/10/2022 – 1400 hrs
Opening of Technical Bids	20/10/2022 - 1100 hrs
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date to be intimated later

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, the Embassy of India, Abu Dhabi shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in> and <http://www.indembassyuae.gov.in> from **29.09.2022** onward. The last date of submission of bids is **19.10.2022** till 1400 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 by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

- 1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, Embassy of India, Abu Dhabi.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the Embassy of India, Abu Dhabi. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.8 The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2. Scope of Work:

Cleaning of office rooms, corridors and open areas of premises of Embassy and Embassy Residence which involves floor sweeping, floor mopping, carpet cleaning, sanitary sterilizing, doors & windows cleaning, upholstery cleaning, marble polish, cleaning of socket and switches, dusting, car parking sweeping, furniture cleaning, telephone, computer cleaning, drains checking, floor waxing and daily disposal of waste materials. The company will use its own cleaning materials and equipment.

The cleaning of all common areas is required to be done twice during the day i.e. in the morning before opening of the offices and again in the afternoon before closure of the offices.

Note: Cleaning staff/personnels should be preferably Indian nationals. Embassy of India reserves the right to accept/reject any Cleaning Staff deployed by the Vendor.

The cleaners should be provided with proper uniforms which are to be worn compulsorily during the entire working time, 0730 hrs to 1730 hrs.

3. MINIMUM ELIGIBILITY CRITERIA

- 3.1 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 local authorities of Abu Dhabi. 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 have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.

(c) **Experience:** The Bidder shall have a **minimum of 5 years of continuous experience** in providing maintenance services for the scope of work for Embassies/ Embassys/ Government Ministries /Departments /Public Sector Companies /reputed corporate organizations /multinational companies.

(d) Company profile/information regarding key personnel: The bidding company shall also include in its bid, as per proforma at Annexure-5 to this document, details about the company and about its key personnel.

3.2 Documents supporting the Minimum Eligibility Criteria:

(i) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (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 at 3.1(b), attested copy of VAT registration certificate should be attached with the bidding document.

(iii) As proof of having fully adhered to minimum eligibility criteria at 3.1(c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/Government Ministries/Departments/ Public Sector Companies/reputed corporate organizations/ multinational companies shall be attached with bid document.

(iv) As proof of having fully adhered to minimum eligibility criteria at 3.1(d), copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-5 to this tender document.

4. **EARNEST MONEY DEPOSIT**

4.1 The Earnest Money Deposit of AED 3,000/- (Dirham Three Thousand only) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "Embassy of India, Abu Dhabi" has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months from the last date for submission of bids.

4.2 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 Mission in respect of any previous work shall be entertained.

4.3 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 the Embassy of India, Abu Dhabi.

4.4 The bids without Earnest Money Deposit will be summarily rejected.

- 4.5 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.
- 4.6 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder:
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

5. **VALIDITY OF BIDS**

- 5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.2 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.
- 5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 5.4 PRE-BID MEETING/SITE VISIT: Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work during **29.09.2022 to 19.10.2022** between 1100 hrs and 1600 hrs after fixing a prior appointment through e-mail on **prop.abudhabi@mea.gov.in**. The site address is Embassy of India, Plot No. 10, Sector W-59/02, Diplomatic Area Off the Airport Road, Abu Dhabi. **The bidders may also submit their queries by email on the aforementioned email ID which will also be discussed in the pre-bid meeting.**

6 **PREPARATION OF BIDS**

- 6.1 **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.
- 6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be**

put in a separate sealed envelope superscribed as “Envelope A – Technical Bid”.
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. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

6.3 **Earnest Money Deposit:** Earnest Money Deposit of AED 3,000/- in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope superscribed as **“Envelope B – Earnest Money Deposit”**.

6.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as **“Envelope C- Financial Bid”**.

7. **SUBMISSION OF BIDS**

7.1 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 The Head of Chancery), Plot No. 10, Sector W-59/02, Diplomatic Area, Off the Airport Road, Abu Dhabi. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

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

ENVELOPE ‘A’	Technical bid
ENVELOPE ‘B’	EMD (Demand Draft / Pay Order)
ENVELOPE ‘C’	Financial Bid

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

8. **BID OPENING PROCEDURE**

8.1 The Technical Bids (Envelope A) shall be opened in the Embassy of India, Abu Dhabi on **20.10.2022 at 1100 hrs** in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy. The Financial bids (Envelope ‘C’) will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/phone.

8.2 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing

found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.

- 8.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.4 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.
- 8.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.6 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.7 After opening of the Technical Bids and verifying the EMD amount, 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.**

- 9.1 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.
- 9.2 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.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 3.2.

10. **PERFORMANCE SECURITY (PS):**

- 10.1 **The successful bidder has to deposit Performance Security which will be a sum equivalent to 3% of the accepted contract value** in favour of 'Embassy of India, Abu Dhabi', payable at Abu Dhabi in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the **Letter of Award (LoA)**. Performance Security should remain valid for a period of sixty (60) 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.

- 10.2 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 be 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.
- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Mission shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 10.4 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.

11. **VALIDITY OF CONTRACT**

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority in Mission.

12. **PAYMENTS**

- 12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.
- 12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 12.3 The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices.
- 12.4 All payments shall be made in AED by means of crossed cheques/ bank transfer.

- 12.5 The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- 12.6 The payment to the workers in accordance to minimum wages prescribed by the Government of UAE along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the Government of UAE, the same would be absorbed by the Mission. Claim for any other escalation shall not be entertained by the Mission.
- 12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. Other Conditions, Force Majeure & Penalty Clause

- 13.1 The workers so provided should be on the roll of the Company.
- 13.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 13.3 The Company should submit precise profile of its key clients alongwith details of services provided.
- 13.4 If any cleaner is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.
- 13.5 In case the Service Provider fails in adhering to the daily cleaning requirements at Mission's premises, and Mission has to make alternative arrangements for daily cleaning, then Service Provider would reimburse the cost of such arrangements.
- 13.6 Service Provider would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. Service Provider would indemnify Mission against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Mission would not be liable to pay any damages or compensation to such cleaners or to any third party.
- 13.7 In case of any complaint, either as regards the nature of service or as regards the behaviors of cleaners on duty or otherwise, Service Provider would be intimated and would be required to take corrective measures promptly.
- 13.8 Embassy of India reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Embassy in this regard shall be final and binding on all.

- 13.9 Embassy of India reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 13.10 The Embassy may, by written notice sent to agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Embassy's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 13.11 The bidder must have modern equipment(s), latest technical expertise for management of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.
- 13.12 The employees of the bidder deployed at Mission's premises should have bank accounts and the company should be ready to provide proof of payment of salary to each employee through these bank accounts. The bidder will have to ensure compliance of all mandatory labour laws/regulations laid down by Govt. of UAE. This will include payment of minimum wages and other benefits like bonus, leave, cost of uniform etc to bidder's each employee will solely be the liability of the bidder only.
- 13.13 Any wrong or misleading information will lead to disqualification.
- 13.14 **The bidder shall deploy at all times minimum 4 cleaners (3 Male and 1 Female) as manpower.** In case with the minimum manpower prescribed in the tender document the SP is not able to maintain the premises the Client has the right to direct the SP to deploy additional manpower.
- 13.15 The bidder shall maintain at all times machinery / equipment and other resources required for upkeep and cleanliness of the premises of the Client. The SP will arrange at his own cost additional machinery / equipment and resources if required by the Client for the purpose.
- 13.16 Should any new areas of work not envisaged as being part of this tender document be added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 13.17 Additional staff required other than specified shall be obtained on pro-rate basis.
- 13.18 Mission reserves the right to remove any person found unfit.
- 13.19 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.
- 13.20 Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of

Embassy of India shall be final and binding on the Contractor. No claim whatsoever shall be admissible on this account.

Annexure -1

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as “Envelope C – Financial Bid”)

BID No. Abu/Admn/867/01/2020

Date:.....

To,

Head of Chancery
Embassy of India,
Plot No. 10, Sector W-59/02
Diplomatic Area, Off the Airport Road
Abu Dhabi

FINANCIAL BID

SI. No.	Particulars	Total price (in AED) per month
1	Lump sum cost for manpower, cleaning materials, machinery/equipment etc. as per requirement laid down in the Tender document	
2	Taxes, if any <i>(percentage rate to be indicated)</i>	
Total (1+2)		

Annual costing for the above items (Monthly value X 12) =

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Note:

1. The cost shall be inclusive of all applicable taxes as per Government Legislation. The amount quoted should constitute the landed cost of hiring an external agency towards Services in 'Embassy of India' for a period of Twelve Months. All rates shall be quoted for the corrected value into clear AED, failing which the bids may be liable to be rejected. It shall also include cost of training and uniform etc.
2. Payments shall be made by the Client as per the terms and conditions of the Tender Documents.
3. Prices shall be valid for a period of one year.
4. The cleaner staff will have weekly holiday on Saturdays.

Annexure-2

Letter of Award

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 Price of AED *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Letter of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of
[name of Procuring Entity]

Date:

Annexure-3

Contract Agreement

CONTRACT/AGREEMENT NO DATED.....

THIS AGREEMENT is made onbetween the Embassy of India, Abu Dhabi (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Plot No. 10, Sector W-59/02, Diplomatic Area, Off the Airport Road, Abu Dhabi of the One Part,

AND

M/s having its registered office at..... (Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client

NOW THIS AGREEMENT WITNESSTH as follows:

WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated ___/___/_____ for "providing _____ services at Embassy of India under Tender No. Abu/Admn/867/01/2020 dated ___/___/_____.

AND WHEREAS the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award (LoA) No, to the Contractor on.....for a total sum of.....[AED.....Only] for providing Cleaning services required at Embassy of India, Plot No. 10, Sector W-59/02, Diplomatic Area, Off the Airport Road, Abu Dhabi.

AND WHEREAS the Client desires that the Cleaning services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services for an initial period of one year from _____ to _____, extendable for further two years on yearly basis at the same rates and terms & conditions, subject to satisfactory performance by the Contractor

AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the Cleaning services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard,

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents) :-

The Letter of Award (LoA) issued by the Client;
Letter of Acceptance by the Contractor;
The complete Bid, as submitted by the Contractor;
The Tender Document No. Abu/Admn/867/01/2020 dated _____._____._____;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date;
(Performance Bank Guarantee, Bank Guarantee);
Charges - Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time;
Scope of work.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
Embassy of India

(Authorized Signatory)

(Authorized Signatory)

Annexure-4

PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,

**The Head of Chancery
Embassy of India
Abu Dhabi**

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No. _____ Dated _____ having been placed by EoI, Abu Dhabi with M/s (Name & Address of Contractor) for _____.

The conditions of this order provide that the Contractor shall,

- a. Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and
- b. Arrange for the service support and provide the items to the Client on site as per the work order and bid documents.

M/s (Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No. _____
M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

EoI, Abu Dhabi shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the EoI, Abu Dhabi under any security(ies) now, or hereafter held by the EoI, Abu Dhabi and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the EoI, Abu Dhabi hereunder or of prejudicing right of the EoI, Abu Dhabi against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the EoI, Abu Dhabi and liabilities of the Contractor arising up to and until date.....

Your right to recover the said sum of AED _____ Dirham _____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to AED _____ (Dirham _____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated _____.

Notwithstanding anything contained herein:

- 1 Our liability under this guarantee shall not exceed AED.....(in words)
- 2 This bank guarantee shall be valid up to 180 days & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
- 3 We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
- 4 The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized Signatory

Annexure-5

CONTACT DETAILS FORM

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 (with address and Contact details) if any	
Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work (National of India or friendly country)	

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 Abu Dhabi, 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?

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?