



**AMC for hiring of professionally trained 07 Security Guards (5 male and 2 female)
for Embassy of India, Abu Dhabi, UAE**

TENDER No. Abu/Admn/815/2/2023

Dated: 12.10.2023

Last date for submission of bid: 01.11.2023

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

No. Abu/Admn/815/2/2023
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 **AMC for hiring of professionally trained 07 Security Guards (5 male and 2 female) for Embassy of India, 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 12.10.2023 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/815/2/20023 for AMC for hiring of Security Guards 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 (**01.11.2023 at 1400 hrs**) under any circumstances.

4. The Earnest Money Deposit (EMD) of AED 15,000/- (Dirham Fifteen 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 **02.11.2023 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 12.10.2023 to 31.10.2023** 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 and Mr. Lokesh Rai, Mob No.: 0543741009].

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 Embassy shall be final and binding.

Sd/-
(Dhruv Mishra)
Head of Chancery
Tel No +971-2-6712584

LETTER OF BID

Dated: 2023

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/815/2/2023 dated 12.10. 2023.

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 hiring of professionally trained 07 Security Guards (5 male and 2 female) for Embassy of India, Abu Dhabi, UAE** 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 may be 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	12.10.2023
Starting date of Tender submission	12.10.2023 to 01.11.2023 (1000 – 1600 hrs on all working days- Monday to Friday)
Site visit	12.10.2023 to 31.10.2023 (1100 – 1600 hrs on all working days- Monday to Friday)
Pre-bid meeting	25.10.2023
Last date of Tender Submission	01.11.2023 – 1400 hrs
Opening of Technical Bids	02.11.2023 - 1100 hrs

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 12.10.2023 onward. The last date of submission of bids is 01.11.2023 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:

To hire 07 professionally trained Security Guards (5 male and 2 female) for Embassy Premises and Embassy Residence for a period of one year & extendable to another one year, subject to mutually agreed terms and same price as per following three shift duties:

0600 hrs to 1400 hrs
1400 hrs to 2200 hrs
2200 hrs to 0600 hrs

- 1. Perform 8 hrs duty on each shift x 7 days a week.**
- 2. Take periodic patrolling and surveillance for suspected activities of visitors in premises.**
- 3. Keep watch over for any sabotage, damage, fire and safeguard the property, men, material, machines and document system at site.**
- 4. Frisking of visitors at the Entry gates and checking vehicles seeking entry into Embassy premises.**
- 5. Monitor X-ray machine, use of Hand Held Metal Detector, Door Frame Detector and assist in regulating visitors to the premises while being polite and courteous with visitors.**
- 6. To be alert and detect unattended packages and strange objects and respond in emergency situations like fire, law & order, medical etc.**
- 7. Security Guards to be very alert on duty, both physically and mentally throughout the shift and report any issues immediately to the supervisory officer in the Embassy.**
- 8. Company will ensure to maintain proper supervision over the security personnel with regards to their discipline, alertness, proper uniform, conduct in the course of their duty and carry out periodic surprise inspections.**
- 9. Perform all security duties assigned by the Embassy of India, Abu Dhabi.**
- 10. Transport for Pick and drop services for Security Guards will be the responsibility of the Company.**

Note: Only Security Guards of Indian nationality or those from friendly countries, who are security vetted by the Embassy & Local Govt Security Department, should be deployed. Embassy of India reserves the right to accept/reject any Security Guard deployed.

For any tender-related enquiry/query/clarification please contact: Head of Chancery
mail: hoc.abudhabi@mea.gov.in

3. Minimum Eligibility Criteria

The invitation of tender is open at all eligible tenders as mentioned below:

- (i) Tenderer should have a minimum of five years of overall experience in providing security personnel and related services and proven expertise in the field of security in UAE and have successfully completed similar type of work in any Govt / Semi Govt. / Autonomous Body / Embassy / Consulate.**
- (ii) Tenderer must have up to date Trade License.**
- (iii) Tenderer must have relevant ISO certificate.**
- (iv) Tenderer must have UAE Police Security License.**
- (v) Tenderer must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.**

4. EARNEST MONEY DEPOSIT

- 4.1 The Earnest Money Deposit of AED 15,000/- (Dirham Fifteen 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 Embassy 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 Embassy 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 **12.10.2023 to 31.10.2023** 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 **(Annexure-1)**.
 - b. Contact Details Form, duly filled and signed & stamped **(Annexure-2)**.
 - c. Company profile/information regarding key personnel: The bidding company shall also include in its bid details about the company and the bio-profile of its key personnel.
 - d. 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 15,000/- 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**”. (Annexure-3)

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 **02.11.2023 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 issuing agency, on the supporting documents submitted by the bidder as per Para 3.

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 (**Annexure-4**) 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 Embassy 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 Embassy 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 Embassy 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 Embassy.

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 Embassy. Claim for any other escalation shall not be entertained by the Embassy.

- 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 SG 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 Service Provider would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Embassy's premises. Service Provider would indemnify Embassy 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. Embassy would not be liable to pay any damages or compensation to such workers/Security Guards or to any third party.
- 13.6 In case of any complaint, either as regards the nature of service or as regards the behaviors of SGs on duty or otherwise, Service Provider would be intimated and would be required to take corrective measures promptly.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 The employees of the bidder deployed at Embassy'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, medical insurance, cost of uniform etc to bidder's each employee will solely be the liability of the bidder only.

13.11 Any wrong or misleading information will lead to disqualification.

13.12 Embassy reserves the right to remove any person found unfit.

Technical Bid Submission Form

Description of documents enclosed	Yes/No
1. Certificate of experience of 5 years in the present business enclosed	
2. Copy of valid Trade Licence enclosed	
3. Copy of VAT Registration Certificate enclosed	
4. Valid relevant ISO Certificate enclosed	
5. UAE Police Security Licence enclosed	
6. Company profile/ information regarding key personnel enclosed	
7. Current organizational chart and total number of employees in UAE.	
8. Your firm, its subsidiaries or its parent companies, ever filed for bankruptcy	
9. Any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers	
10. EMD cheque/Demand Draft enclosed	

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory	
Nationality	
Emirate ID No.	
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	
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)	

Format for Submitting the Financial Bid

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

BID No. Abu/Admn/815/2/2023

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

S. No	Job Particulars/ category	No of Guards	Amount per month (in AED) (excluding VAT)
1.	Professionally trained Security Guards	7	

Note: 07 professionally trained Security Guards (5 male and 2 female) for Embassy Premises as per following three shift duties:

0600 hrs to 1400 hrs

1400 hrs to 2200 hrs

2200 hrs to 0600 hrs x 7 days a week. The service provider has to provide smartly uniformed guards having minimum education of 10th standard & below 50 years of age to be screened before deployment. The selected guards must support with medical fitness certificate issued by authorized medical practitioner along with proof of character & antecedents vetting by local Govt. security department. All the guards must possess training in basic security duties of access control & anti-sabotage checks besides use of HHMD, DFMD, CCTV monitoring, baggage & letter scanners etc.

Preference would be given to local language knowing guards possessing English language skills.

**Signature of the Tenderer
With stamp and date**

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Note:

1. The cost shall be exclusive 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, extendable 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

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

To,

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

BANK GUARANTEE 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.

Embassy of India, 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 _____ (in words _____ 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 _____ (in words _____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within on year 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 one year & 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