



CONSULATE GENERAL OF INDIA

DUBAI

REQUEST FOR PROPOSAL (RFP)

FOR

**SUPPLY & INSTALLATION OF AIR CONDITIONING PACKAGE UNIT AND
REPAIR OF SWIMMING POOL**

AT

VILLA R-21, EMIRATES HILLS (CONSUL GENERAL'S RESIDENCE)

DUBAI, UAE

2023

INDEX

| CHAPTER | TITLE | PAGE NO. |
|---------|---|----------|
| I | Request for Proposal | 3 |
| II | Bidding Schedule & Process | 4 |
| III | Instructions to Bidders | 5 |
| IV | Mandatory Eligibility Criteria | 8 |
| V | Performance Bank Guarantee (PBG) | 9 |
| VI | Scope of Work | 10 |
| VII | Sending Bids to the Consulate | 12 |
| VIII | Selection of Bidders | 13 |
| IX | Payment Terms & Conditions | 15 |
| X | List of Annexes | |
| | Annex - A (Bank Guarantee for Bid Security/EMD) | 16 |
| | Annex - B (Bid Cover Letter & Declaration) | 18 |
| | Annex - C (Declaration by the Bidding Company) | 20 |
| | Annex - D (Organization Profile Format) | 22 |
| | Annex - E (Mandatory Eligibility Criteria) | 24 |
| | Annex - F (Financial Bid) | 26 |
| | Annex - G (Performance Bank Guarantee Format) | 27 |
| | Annex - H (Technical Specifications) | 28 |

CHAPTER I : REQUEST FOR PROPOSAL (RFP)

1. Bidding Companies are invited to submit a detailed Technical and Financial proposal for supply & installation of one air conditioning package unit and repair of swimming pool at Villa R-21, Emirates Hills (Consul General's 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 supply & install above mentioned packaging unit and maintain the same for a period of 1 year.

CHAPTER II : BIDDING SCHEDULE AND PROCESS

| | | |
|--------------------------------------|---------------------------------------|---|
| TENDER NO. No. Duba/Prop/872/01/2023 | | Date : December 19, 2023 |
| IMPORTANT DATES | | |
| 01 | Release of Request for Proposal (RFP) | December 20, 2023 (Wednesday) |
| 02 | *Pre-Bid Meeting | December 27, 2023 (Wednesday), 1100 hrs. |
| 03 | **On-site inspection | December 27, 2023 to January 02, 2024 |
| 04 | Last date for submission of bids | January 10, 2024 (Wednesday) |
| 05 | *Date of opening of Technical Bids | January 11, 2024 (Thursday) |
| 06 | *Date of opening of Financial bids | January 12, 2024 (Friday) |

*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. However, the Consulate will not correspond with the bidding companies directly in this regard. A gist of all the questions from different bidding companies and responses for the same will be uploaded to the Consulate's website (<https://www.cgidubai.gov.in>) without indicating the name of the enquiring 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. The bidding companies should not contact officials of the Consulate during the tender process and any queries must be through email addressed to: Head of Chancery, Consulate General of India, Dubai at email id: hoc.dubai@mea.gov.in .

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, **“supply & installation of one air conditioning package unit and repair of swimming pool at Villa 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 10 January, 2024**. All technical bids shall be opened simultaneously at **1100hrs. On 11 January , 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 alongwith Annex-A to G and to have 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 and its Annex-A to G 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 nationalitiy, preferably Indian.

CHAPTER IV: MANDATORY ELIGIBILITY CRITERIA

The bidder would be required to meet the following conditions:

- (i) The Bidding Company with sound financial and business credentials with sufficient experience must have at least completed 01 (one) similar work of value AED 60,000/- in diplomatic establishment(s), government or semi-government entities, important landmarks, vital installations and reputed organisations during the period Jan-Dec 2020, Jan-Dec 2021, Jan-Dec 2022.

Note: The Bidding Company must provide supporting documentary evidence for the current experience claimed by providing details of such works being rendered as well as necessary certificates in support of the same.

- (ii) The Bidding Company must submit audited balance sheets and income statements for the last three years to demonstrate its net worth, its current financial soundness and its ability to successfully undertake the project. In case the bidding entity is a joint venture, information must be provided for both the partners of the joint venture.
- (iii) The annual turnover of the Bidding Company should be at least AED 6,00,000/, for the last three years (Jan-Dec 2020 Jan-Dec,2021, Jan-Dec 2022). The Bidding Company shall provide audited information to substantiate its claim of a turnover based on 03 (three) years period.
- (iv) The Bidding Company must deposit a **Bid Security Deposit (EMD) for AED 3000 (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 (as per Proforma at Annex-A). 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) as indicated under Chapter VII: Performance Bank Guarantees (PBGs) of this document.
- (v) The Bidding Company should give its response to items in Annex-E (Mandatory Eligibility Criteria) to the Consulate and provide necessary certificates as asked to consider the eligibility of the bidding companies.

CHAPTER V : PERFORMANCE BANK GUARANTEES (PBG)

The prospective SP should submit the requisite irrevocable Performance Bank Guarantees (PBGs) to the Consulate as per the format in Annex-G 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 be valid for a period of **01 (one) year**.

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 Annex G.

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) Bid Security Deposit (EMD) and Performance Bank Guarantees (PBGs) can be furnished as per format given in Annex- A and G.

v) The validity of EMD and PBG will be governed with relevant clauses of RFP.

vi) The bidding company should submit the amounts of PBGs on its own, without any involvement of any third party on its behalf. PBG provided by a third party on its behalf is not acceptable.

CHAPTER VI: SCOPE OF WORK

1. The SP shall include a work plan in the proposal, duly explaining the stages of implementation. The prospective SP shall ensure that the privacy of Consul General and family members not be affected during the execution of work. The work plan should facilitate smooth installation of the air conditioning unit along with removal of the existing unit. The SP should strictly adhere to the proposed work plan authorised by the Consulate. If any modification is required in the work plan, the SP shall seek prior approval from the Consulate and shall not deviate from the approved plan. The SP shall be liable for penalty under Chapter X Penalty (Liquidated Damages) for unauthorised modifications. The scope of work shall include the following:

A.) REPLACEMENT OF AIR CONDITIONING UNIT:

1. **Removal and disposal of the existing air conditioning package unit and its accessories:** The existing air conditioning package unit and its accessories shall be removed taking due care for minimising damage to the Consul General's residence. Damages caused during the execution of the work shall be repaired by the SP at their own cost. Thereafter, SP will be responsible to dispose of the existing air conditioning unit in an eco-friendly manner as per prevailing local govt. laws.

2. **Supply, Installation and Commissioning of air conditioning package unit and accessories including all civil work, as per specifications mentioned in Annexure H of Tender document:** The prospective SP shall supply, install and commission air conditioning package unit at the Villa No. R-21, Emirates Hills (Consul General's residence). The SP shall execute all civil work necessary for the installation of the unit. The SP, in consultation and with the approval of the Consulate, shall make necessary modifications and alterations on the building of the Residence, as per requirement. The SP shall make sure that only minimum damage is caused to the structure during installation and shall ensure that all repair work is carried out in consonance with the aesthetics of the building. All repair works, including painting, shall be carried out by the SP at their own cost, prior to the commissioning of the system.

WARRANTY CRITERIA

(i) The prospective SP shall provide warranty for the entire air conditioning unit for a period of 01 (one) year and compressor for a period of 5 (five) years from the date of commissioning.

(ii) The warranty period of the equipment will commence from the date of commissioning of the entire system and not from the date of delivery or installation.

(iii) The prospective SP shall be responsible for routine and breakdown maintenance, replacement, repair, of the unit during the warranty period. Any equipment repaired or replaced, shall be delivered at Villa No. R-21, Emirates Hills, Consul General's Residence without any financial obligations on the Consulate.

(iv) The prospective SP will ensure immediate maintenance and replacement in case of fault in the unit, without delay, as per provisions mentioned in Annexure X: Penalties. The Contract shall have the details of the nodal representative of the prospective SP to facilitate communication with the Consulate, for the entire warranty period.

B.) REPAIR OF SWIMMING POOL:

1. **Removal and disposal of the existing tiles, pipes and accessories:** The existing tiles, pipes and accessories shall be removed taking due care for minimising damage to the Consul General's residence. Damages caused during the execution of the work shall be repaired by the SP at their own cost. Thereafter, SP will be responsible to dispose of the existing tiles and pipes in an eco-friendly manner as per prevailing local govt. laws.

2. **Supply and Installation of pipes and tiles including all civil work, as per specifications mentioned in Annexure H:** The prospective SP shall supply and install new uPVC pipes (including pressure testing) and sandstone tiles at the Villa No. R-21, Emirates Hills (Consul General's residence) with the matching coloured tiles to the existing ones. The work shall also include removal of existing damaged swimming pool line, backfilling the soil, compacting & leveling the floor. The SP shall hand over swimming pool in working condition and certify that all the leakages in all the pipes of swimming pool have been removed. The SP shall execute all necessary civil work required for the installation of new pipes. The SP shall make sure that only minimum damage is caused to the structure during installation and shall ensure that all repair work is carried out in consonance with the aesthetics of the swimming pool area. All damages, including paint work, shall be mended by the SP at their own cost.

WARRANTY CRITERIA

(i) The prospective SP shall provide warranty for the entire swimming pool pipelines for a period of 01 (one) year from the date of installation.

(ii) The warranty period of the equipment will commence from the date of final handing over of the swimming pool to the Consulate after repair.

(iii) The prospective SP shall be responsible for routine and breakdown maintenance, replacement, repair, of the pipes including carrying out replacement of tile(s), wherever necessary, during the warranty period. Any equipment repaired or replaced, shall be delivered at Villa No. R-21, Emirates Hills, Consul General's Residence without any financial obligations on the Consulate.

(iv) The prospective SP will ensure immediate maintenance and replacement in case of fault in the swimming pool, without delay, as per provisions mentioned in Annexure X: Penalties. The Contract shall have the details of the nodal representative of the prospective SP to facilitate communication with the Consulate, for the entire warranty period.

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**) (Annex-A). 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-B), Declaration by the Bidder (Annex-C), Organisation Profile (Annex-D), Mandatory Eligibility Criteria (Annex-E).

(iii) **Envelope 3:** A separate closed envelope containing **Financial Bid** (Annex-F).

2. The proposal must be received by 1700 hours on 10 January, 2024. The Technical Bids will be opened on 11 January 2024, 2023 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 (Annex - A) for Bid Security Deposit (**EMD**).

(ii) **Envelop 2:** A separate envelope (**Technical Bid**) containing Bid Cover Letter and Declaration (Annex-B), Declaration by the Bidder (Annex-C), Organisation Profile (Annex-D), Mandatory Eligibility Criteria (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 representatives of the Bidding Companies will sign a statement as per Performa prescribed by the Consulate as a token of confirmation of their presence at the Consulate for the opening of bids.

c. The bids which are not accompanied by the Bid Security Deposit (EMD) and a separate envelope for the Financial Bid will be summarily rejected.

d. The Technical Bids will be examined and evaluated by the Tender Evaluation Committee (TEC) formed by the Consulate. Technical Bids which do not fulfil Annex-E (Mandatory Eligibility Criteria) will be disqualified.

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-F) duly completely-filled should be in the format prescribed.

Financial Bid Evaluation:

a. The Financial Bids (Annex-F) 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-F) 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, 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: PAYMENT TERMS & CONDITIONS

1. The payment shall be made as per the following arrangements:-

| Installment | Description | Payment amount |
|-----------------|---|-----------------------------|
| 1 st | Before delivery of items and commencement of work | 30% of total contract value |
| 2 nd | After successful installation, testing and commissioning* | 70% of total contract value |

* work is to be completed within 21 days of awarding of contract.

CHAPTER X : PENALTY (LIQUIDATED DAMAGES)

1. Pre completion: The prospective SP shall complete the work within 21 (Twenty One) days from the awarding of the Contract. The prospective SP shall be subject to penalty for non-adherence of the terms & conditions of the RFP. The SP shall be subject to penalty if the work carried out is not in adherence to the standards specified in the RFP by the Consulate. The SP shall also be liable for penalty if the work carried out is incomplete, poor quality of the equipment supplied, damage to the property of the Consulate. The prospective SP shall be liable to pay Liquidated Damages, calculated @0.5% of the contract value, on per day basis, limited to 10% of the total contract value.

2. Post completion: The SP shall nominate one technician each who will be responsible for maintenance of AC and swimming pool. Response time to check the issue should be less than 3 working days. In case, technician or other representative fails to report and access the problem within the above mentioned stipulated time, SP shall be liable to pay Liquidated Damages, calculated @0.2% of the contract value, on per day basis.

ANNEX - A : BID SECURITY DEPOSIT (EMD)

Date of Issue.....
Effective Date:
Expiry Date:
Value of B.G.:

To
Head of Chancery,
Consulate General of India,
Plot No. 314, Al Hamriya,
Diplomatic Enclave,
Bur Dubai,
P.O. Box 737, Dubai (UAE).

WHEREAS.....
(hereinafter called “the Bidder”) by submitting its bid/offer dated _____for supply & installation of one air conditioning package unit and repair of swimming pool at Consul General’s Residence, Villa R-21, Emirates Hills in response to the Tender No _____ dated _____ published by the Consulate General of India, Dubai (hereinafter called “the Consulate”), as an irrevocable Bank Guarantee (B.G.) towards Bid Security Deposit/Earnest Money Deposit (EMD) for an amount of _____valid upto _____(45 days beyond the final bid validity period), is required to be submitted by the Bidder with the Tender documents as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Consulate under any or all of the following conditions:

1. the withdrawal or revision of bid by the Bidder during the bid validity period, or
2. non-acceptance of the Letter of Award of Contract by the Bidder during bid validity period, or
3. failure to execute the Contract within the prescribed contractual timeframe as per the contractual terms and conditions, or
4. on the happening of any contingencies mentioned in the RFP.

KNOW ALL PEOPLE by these presents that:

WE..... (name and address of Bank) having our registered office at..... (Address of Bank) (hereinafter called “the Bank”) guarantee and undertake to pay immediately on first demand by the Consulate the sum of without any reservation, protest, demur, and recourse. Any such demand made by the Consulate shall be conclusive and recourse. Any such demand made by the Consulate shall be binding on the Bank irrespective of any dispute or difference raised by the bidder.

The Bank Guarantee shall be irrevocable and shall remain valid up to 45 days beyond the final bid validity period (i.e.,). If any further extension is required, the same shall be extended to such required period on receiving instruction from the bidder on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- (a) This Bank Guarantee shall be valid up toi.e.,45 days beyond the final bid validity period),
- (b) The total liability of Bank under this Bank Guarantee shall be limited to..... (EMD amount),
- (c) We, the Bank, are liable to pay the claimed amount under this Bank Guarantee only and only if the Consulate serves upon the Bank a written claim on or before..... (45 days beyond the final bid validity period).

We undertake to pay the Consulate up to the above amount upon receipt of its first written demand, without the Consulate having to substantiate its demand, provided that in its demand the Consulate will note that the amount claimed by it is due owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

The Bank Guarantee will remain in force up to and including..... (i.e., 45 days beyond the final bid validity period), and any demand in respect thereof should reach the Bank not later than the above date.

This Bank further agrees that the claims if any against this Bank Guarantee shall be enforceable at our Branch office at.....

Place:
SEAL Code No. Signature
Name of Bank
Address
Date

Note:
1. Bidder should ensure that the seal and Code No. of the signatory is put by the Bankers, before submission of BG.

ANNEX - B : BID COVER LETTER & DECLARATION

[Date]

To
Head of Chancery,
Consulate General of India,
Plot No. 314, Al Hamriya,
Diplomatic Enclave,
Bur Dubai,
P.O. Box 737, Dubai (UAE).

Dear Sir,

Ref: Request for Proposal – Project

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply & install one air conditioning package unit and repair the swimming pool at Villa R-21, Emirates Hills (CG Residence) as required and outlined in the RFP(scope of work) for the Consulate General of India, Dubai. To meet such requirements are set out in the RFP.

We attach hereto the technical response as required by the RFP, which constitutes our proposal.

If our proposal is accepted, we will obtain a performance bank guarantee and other guarantees in the format given in the RFP document issued by any Bank scheduled/accredited by the Central Bank of UAE acceptable to Consulate General of India, Dubai.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of SIX MONTHS including extensions of any from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Consulate General of India, Dubai.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Consulate General of India, Dubai is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Consulate General of India, Dubai as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response or annul the entire tender process without assigning any reasons before awarding of the Contract.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2023

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidding Company

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I....., the Company Secretary of, certify that who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

Name

(Company Seal)

Annex - C: Declaration by the Bidding Company

Declaration by the Bidding Company (Name.....)

We, -----, the Bidding Company taking part in the Tender for supply & installation of one air conditioning package unit and repair of swimming pool at Villa R-21, Emirates Hills (CG Residence) certify as follows: that,

- a) We -----(name) taking part in the present tender Process hereby declare that we are neither involved nor would in any manner involve ourselves in any anti-India activities, unlawful or illegal activities including in human trafficking, hawala, etc. It is also certified that we have not been convicted for, or involved in, bribery, corruption or fraud. If such information is found later, we are aware that we would become ineligible to take part in the tender process.
- b) It is also understood that if any such information comes to light during the contract period, the contract would be liable to be terminated immediately and all costs on such a termination will be borne by the Company.
- c) We have provided the Organizational profile of our Company for pre-verification purposes from the security angle on------(date) to the Mission (Name.....). We understand that tender process is subject to pre-verification procedures and if we are not cleared under pre-verification procedures, we will not be eligible to take part in the tender process.
- d) If we take part in the tender process before the intimation of the result of pre-verification procedures, we undertake to abide by the outcome of the pre-verification procedures subsequently at any stage without any objection.
- e) We fully understand the provisions of Annex F (Financial Bid), E (Mandatory Eligibility Criteria) and we shall abide by the same. We fully understand the procedures for selection and award of Contract and agree to the same.
- f) We fully understand and accept the penalty and the consequences of not adherence to the same. We are fully committed to the provisions of the same and we have no objections in this regard.
- g) We fully understand that the Consulate has the right to accept or reject any or all proposals or to annul the Bidding process, at any time, without assigning any reasons, prior to any Contract being awarded.
- h) We certify that we have no subsidiary company that is taking part in the present tender process separately.
- i) We understand that the proposal remains valid for six months following the closing date of the RFP. It is also understood that the award of Contract will be valid for a period of up to 07(seven) days from the date of announcement of the result for the work.
- j) We fully understand that L1 will be decided on the basis of the lowest evaluated Bidder relying on the information provided in Annex-F (Financial Bid), which forms Part of the Financial Bid.
- k) We have fully read, understood, and complied with all the conditions stipulated in the RFP document.
- l) We undertake, if awarded the Contract, to fully involve in the work directly and do not entrust the work to a third party on the basis of commission or any such arrangement. We fully understand that such an arrangement could lead to cancellation of the Contract, encashing of the Bank guarantee for premature termination of Contract and future ban in taking part in the tender process.

- m) We undertake that we will not involve in corrupt practices to get favourable consideration during tender process or Contract period. We understand that any such action will lead to disqualification from the present tender process or cancellation of the existing Contract and ban from future tender processes.
- n) We also understand that this undertaking will become an integral part of the Agreement between us and the Consulate(s), should we be awarded the bid/Contract.
- o) The undersigned is authorized to sign the tender documents on behalf of -----(name of Bidding Company). A copy of the Resolution of the Board of Directors in this regard is enclosed.

Signature with Name & Designation
(To be signed by CEO or equivalent rank)
Bidding Company: _____
Date: _____

ANNEX - D : ORGANIZATION PROFILE

| S.No. | Head | Information |
|-------|------|--|
| | | i. Full legal name of the Bidding Company |
| | | ii. Address |
| | | (a) Registered Office |
| | | (b) Corporate Office |
| | | (c) Head Office |
| | | (d) Details of valid Registration No., date and issuing authority |
| | | iii. (a) Contact person with name, designation, Mission address, email address, Telephone number, Including mobile number |
| | | (b) Additional contact person with similar details |
| | | iv. Website link of the Bidding Company giving details of the activities of the company including outsourcing activities |
| | | v. List of Branch offices with address and website links indicating activities. |
| | | vi. Number of years of experience in similar work other activities under which the company has become eligible to take part in the tender process. |
| | | References (Please provide three references only) |

| S.No. | Head | Information |
|-------|--|-------------|
| i. | Name of the referral Company/ organization with postal, Email address, Telephone No. and website Link | |
| ii. | Field of activity of the referral company/organization | |
| iii. | Name of the contact person, designation, email address and telephone number of the referral company/organization | |
| iv. | Number of years of association if the Bidding Company with the referral Company/ organization | |

Note-1: The referees may be advised that the Consulate General of India, Dubai or the Ministry of External Affairs, New Delhi may contact them for any verification.

ANNEX - E : MANDATORY ELIGIBILITY CRITERIA

Bidding Companies should give their responses under each item without fail. Any incomplete details will lead to rejection of the bid.

| S. No. | Parameters |
|--------|---|
| I | EXPERIENCE OF THE COMPANY |
| 1 | Bidding Company should provide details of similar work undertaken in the past three years and should have successfully completed one similar work of value, AED 60,000/- or more. |
| | Response of the Bidding Company along with certificates |
| 2 | A list of similar work, undertaken or is under implementation, in other Consulates/Embassies or reputed organisations in Dubai, UAE. |
| | Response of the Bidding Company along with certificates |
| II | PARTICULARS OF THE COMPANY |
| 1. | Bidding Company should have a minimum net worth equivalent to AED 6,00,000/-. The Bidding Company must submit audited balance sheets and income statements for the last three years to demonstrate its net worth, its current financial soundness, and its ability to successfully undertake the project. |
| | Response of the Bidding Company along with certificate |
| 2. | The Bidding Company should provide detailed setup of the organisation, ownership and country of origin of all key members of the organisation. |
| | Response of the Bidding Company along with certificates |
| III | ABILITY OF THE COMPANY TO EXECUTE WORK AS PER RFP |
| 1. | The Bidding Company must provide a list of all the cases, in the past five years and their outcome as well as present cases pending litigation in Indian and foreign courts pertaining to similar work on which the bidding company became eligible to take part in the present tender process. |
| | Response of the Bidding Company along with certificate |
| 2. | The Bidding Company must provide certification that its operations are compliant with local labour laws, relevant tax regime and possesses Trade Licence or any other relevant permit required to operate in diplomatic establishments in Dubai, UAE. |
| | Response of the Bidding Company along with certificate |

Signature.....
Name & Designation.....
(With seal of the bidding Company)
(To be signed by CEO or equivalent Authority)

ANNEX F : FINANCIAL BID

| S.No. | Work Description (as per Chapter VI: Scope of work and technical specifications mentioned in Annexure H) | Rate quoted in AED (incl. VAT) |
|-------|---|-----------------------------------|
| 1 | Supply & installation of air conditioning package unit (7 ton) (including civil works if any regarding foundation modifications regarding and transportation, testing & commissioning, removal and disposal of previous package unit) | |
| 2 | Replacement of the swimming pool and jacuzzi pipes including pressure testing and commissioning and civil works. Replacement of existing tiles over a length of 34 m with beige color sandstones. | |
| | Total | |

**Signature of the tenderer
(with stamp and date)**

ANNEX - G : PERFORMANCE BANK GUARANTEE

1. In consideration of the President of India, represented by Ministry of External Affairs, through the Consulate General of India, Dubai with the address (hereinafter called 'the Consulate') having agreed under the terms and conditions of the Agreement datedmade between the Consulate and M/s.....(herein after called the said Service provider) with the address at _____ for supply & installation of one air conditioning package unit and repair of swimming pool at Villa R-21, Emirates Hills (CG Residence), (hereafter called the Agreement) to production of an irrevocable Bank Guarantee for _____ in words) as security from the Service Provider for compliance of the said Service Provider's obligations in accordance with the terms and conditions in the said Agreement, We, _____, (hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of _____ [Service Provider(s)] do hereby undertake to pay to the Consulate an amount not exceeding _____(in _____ figure) _____(in words) against any loss or damage caused to or suffered or would be caused to or suffered by the Consulate by reason of any breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement.
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Consulate stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Consulate by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (in words).
3. We undertake to pay to the Consulate any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.
4. We, _____(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Consulate under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Consulate certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We, _____ (indicate the name of bank) further agree with the Consulate that the Consulate shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider(s) from time to time or to postpone for any

time or from time to time any of the powers exercisable by the Consulate against the said Service Provider(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, act of omission on the part of the Consulate or any indulgence by the Consulate to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Supplier(s).
7. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Consulate in writing.
8. The Guarantee shall be valid up to a period of 60 (sixty) days after the expiry of the Contract duration, unless extended on demand. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to(in words) and unless a claim in writing is lodged with us within 60 (sixty) days from the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for _____
(indicate the name of the Bank).

Signature.....
Name and Designation.....
Seal of the Bank.....

ANNEX - H : TECHNICAL SPECIFICATIONS

Work 1: Supply & installation of air conditioning package unit at Villa R-21, Emirates Hills (CG Residence)

Specifications of package unit :

- Brand:SKM Air Conditioning
- Model:APMR-51080G1Y
- Capacity:7.0 ton
- Refrigerant:R410A
- Compressor:Scroll

General specifications :

1. High-efficiency sealed hermetic scroll compressors.
2. Heavy-duty copper tubes/Aluminum fins evaporator and condenser coils optimized in design for long-life maintenance-free operation.
3. Typically, much heavier gauge tubing and thicker fins for ruggedness and long life.
4. Propeller condenser fan direct driven by totally enclosed IP-55 Class “F” insulated motor.
5. Centrifugal evaporator fan belt driven by totally enclosed IP-55 Class “F” insulated motor.
6. Electrostatic Polyester Powder-coated casing can pass 1000 hours in 5% salt spray testing at 95°F (35 °C) and 95% relative humidity as per ASTM B117.
7. Compatible with R-410A refrigerant type.
8. IP-54 standard control panel comprising all starting, operating, and safety controls.
9. Unit suitable for 380-415V/3Ph/50Hz.
10. Include electronic Control Board
11. Single or Two stages Cooling Thermostats.

Work 2: Repair of swimming pool at Villa R-21, Emirates Hills (CG Residence)

Technical specifications:

a.) Pipes:

- Make : uPVC (Unplasticized polyvinyl chloride)
- Length : 34m (15 m swimming pool + 19 m jacuzzi)
- Diameter : 2 inch

b.) Tiles :

Make : sandstone

Colour : beige

Size : 50 cm by 50 cm

c.) Total mason work including Excavation :

(0.50cm width, 1.5 m depth, 34 m length).