



**Embassy of India
Muscat, Oman**

www.indemb-oman.gov.in

**Tender for Installation of Car Parking Shade at Embassy of
India, Muscat, Oman**

Tender No. : MUS/872/01/2022

Date: 06th June 2022

Last date for submission of bids: 27th June 2022

**Embassy of India, Muscat, Oman
Diplomatic Area, Jamiat, Al Dowal Al-Arabia Street. PO Box No.
1727, Postal Code 112, Al Khuwair, Sultanate of Oman**

No. MUS/872/01/2022
Embassy of India
Muscat

No. MUS/872/01/2022

June 06th, 2022

NOTICE INVITING TENDER

Subject: Installation of Car Parking Shade (15 places) at Embassy of India, Muscat

Embassy of India in Muscat is inviting bids from local professional companies for the installation of Car Parking Shade (15 places) at Diplomatic Area, Jamiat, Al Dowal Al-Arabia Street. PO Box No. 1727, Postal Code 112, Al Khuwair, Sultanate of Oman

2. **Scope of work** : Scope of installation works is attached as **ANNEXURE-A**.
3. **Eligibility criteria** : The bidder must be registered company within Sultanate of Oman and must be in existence for a minimum period of three years as on 31.05.2022. The bidder will provide proof of the date of incorporation/ registration. Experience of the bidder must include fixing/repairing of car shade parking at any private or government organization. **The bidder should be ready to give performance guarantee of 10% of total cost of work**. This performance guarantee deposit money shall be refunded within 60 days after the successful completion of work provided there is no breach of contract during the period of the contract. The bidder must provide experienced/trained workers for the said work. The bidder must have all the requisite equipment, latest technical expertise for completing the work. The bidder will have to ensure compliance with all extant local labour laws/regulations.
4. **Earnest Money Deposit (EMD)**: The Earnest Money Deposit (EMD) of OMR 100/- (Omani Rial One hundred only) in the form of Account Payee Demand Draft/Pay Order/Bank Guarantee drawn in favour of **“Embassy of India, Muscat”** is required to be submitted along with tender bids (inside technical bid folder). Bids shall not be considered in case the EMD is not submitted and would be rejected summarily.
5. Bidders who fulfill the above conditions should send their bids in two separate sealed cover subscribed as “Technical Bid” and “Financial Bid”. Both sealed covers should be put in a single envelope superscribed as **“Quotations for Car Shade Parking”** should be submitted to the following address:

**Head of Chancery
Embassy of India, P.O. Box-1727, Postal Code- 112,
Ruwi, Muscat, Sultanate of Oman**
6. Your bids must reach the office of the undersigned by 1100 Hrs on 27.06.2022. The Technical Bids received will be opened in Conference Room, Embassy of India, Muscat at 1500 Hrs on Monday, 27th June, 2022 by the Tender Evaluation Committee constituted by the competent authority of Embassy of India. After evaluating the Technical Bids, Embassy of

India, Muscat will intimate in due course, the schedule for opening of the Financial Bids to only those bidders who qualify at the Technical Bid stage.

7. The tender documents consisting of Tender Notice, Scope of works (Annexure-A), Technical Bid (Annexure-B) and Financial Bid (Annexure-C) can be downloaded from the websites: <http://www.eprocure.gov.in> or <http://www.indemb-oman.gov.in> No tender fees will be charged for the tender documents.

8. Any wrong or misleading information will lead to disqualification. Embassy reserves the right to reject any or all bids without assigning any reasons. The successful bidder will have to sign an Agreement with the Embassy.

9. You are welcome to seek further details/information from the undersigned on any working days (Sunday–Thursday) between 0900 hrs to 1700 hrs by telephone - 24684527 or email admin.muscat@mea.gov.in

10. 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/Ministry shall be final and binding.

(Praveen Kumar)
Second Secretary (E&C) and HOC
Embassy of India
Muscat

LETTER OF BID

Dated: , 2022

To,
Shri Praveen Kumar
Second Secretary (HOC)
Embassy of India,
Diplomatic Area, Al-Khuwair
Muscat, Sultanate of Oman

Ref: Invitation for Bid No. MUS/872/01/2022 dated 06th June 2022

We, the undersigned, declare that:

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

2. We offer to execute in conformity with the Bidding Documents for Reinforcement of roof structure outside O/o Ambassador at the Embassy of India, Muscat, Diplomatic Area, Muscat, Oman.

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 (if any) in accordance with the Bidding Documents.

5. We also declare that the Government of India, Govt of Sultanate of Oman 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

(Authorised 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)

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, Embassy of India, Muscat 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>, <http://www.indemb-oman.gov.in> from 06.06.2022 onwards. The last date of submission of bids is 27.06.2022 till 1100 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 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 with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.5 The bidder has the option that in lieu of the EMD, it can submit a judicially valid Undertaking to the effect that if the bidder withdraw or modify its bid during the period of validity, or if it is awarded the contract and it fail to sign the contract, or to submit a performance security before the stipulated deadline, it will be suspended for a specified time period from being eligible to submit bids for contracts with the Embassy of India.
- 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, Muscat.
- 1.7 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgment due to the Embassy of India, Muscat. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. PERIOD OF VALIDITY OF BIDS

- (a) Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.
- (b) 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.
- (c) The client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

3. PREPARATION OF BIDS

- (a) Language: Bids and all accompanying documents shall be in **English** only.

4. Warranty & Maintenance:

Workman ship guarantee: The Successful Bidders should provide workmanship guarantee for a period of one year from the date of completion of work. Undertaking to this effect shall be furnished.

5. Payments:

- a. 90% Payment will be made on successful completion of work as per scope of works/work schedule mentioned in Tender Document.
- b. Balance 10% payment will be made after the period of three months from the date of completion of work or against submission of Bank Guarantee of equivalent amount from any bank valid for the entire period of warranty.
- c. Prices quoted by the bidders should be included all local taxes, VAT, etc.

6. Penalty for Delayed work:

Embassy of India, Muscat reserves the right to levy penalty @ of 1 % of order value per day of delay beyond the scheduled completion/execution of the work successfully, subject to maximum of 5% of the order value.

Embassy of India, Muscat reserves the right to cancel the order in case the delay is more than 02 weeks.

7. Force Majeure:

Embassy of India, Muscat may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

8. Other Conditions, Force Majeure & Penalty Clause

- (a) The Company should submit precise profile of its key clients along with details of services provided.
- (b) Should any new areas of work not envisaged as being part of this tender document are 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.
- (c) 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.
- (d) 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, Muscat shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

Scope of work

Work description: Supply and installation of Car Parking Shade in front of Embassy as per specifications:

Location: 14 Car parking shade outside front boundary wall of Chancery and 01 car parking shade at India House near garage.

Size: 21mtr x 12mtr.

- (a) Supply and installation of metallic main beam pipe
- (b) Supply and installation of metallic round support
- (c) Supply and installation of metallic middle support
- (d) Making of foundations
- (e) Supply and installation of metallic base plate
- (f) Supply and installation of Fabric (Water Proof)

Annexure - B

TECHNICAL BID

(In separate sealed cover-I superscribed as Technical Bid)

Subject : Car Shade Parking at Embassy of India, Muscat.

1. Name & address of the Tendering Organization/Agency with phone number, e-mail and with telephone/mobile number of contact person.	
2. Experience in the work of providing Services. Particulars of experience. This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for a minimum of last 3 years.	

Sl. No.	Name of organization with complete address and telephone numbers to whom services provided	From	To	Contracted amount (Rs. per month)	Reason for termination, if any

3. Set-up of the organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: a) Is the establishment registered with the Government? Please give details with document/ evidence.	
4. Are you covered by the local labor Legislation etc.	
5. Please give Company's CRN No:	
6. Are you governed by minimum wages rules of the Government? If yes, please give details.	
7. Acceptance of terms & conditions attached	

(Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part or tender document.	
8. Power of Attorney/Authorization for signing the bid documents.	
9. Please submit an undertaking that no case is pending with the police against the proprietor/Firm/Partner of the company (Agency). Indicate any convictions in the past against the Company/Firm/Partner.	
10. Details of the Bank Guarantee of OMR 100 towards Earnest Money Deposit(EMD)	

Declaration by the Tenderer:

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:

1. EMD of OMR 100
2. Terms & conditions as per agreement (each page must be signed and stamped).
3. Financial Bid.

(Signature of Tenderer with Seal)

Name:

Seal:

Address:

Phone No.(O)

Annexure - C

Financial Bid

(In separate sealed cover-II superscribed as Financial Bid)

Subject : Car Shade Parking at Embassy of India, Muscat.

To,

Head of Chancery
Embassy of India,
Muscat

Subject:

Dear Sir/Madam,

Please refer to your letter No. MUS/872/01/2022 dated 05.06.2022 on the subject mentioned above. We are pleased to quote the rates per Square meter for the following job as per details below:-

S.No.	Work Description	Cost (in OMR)
1.	Supply and installation of Car Parking Shade (15 places) in front of Embassy as per specifications given in Annexure A (Scope of work)	
	VAT	
	Grand Total	

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

2. The C.R. number of the company registered with Muscat Chamber of Commerce is
.....

(Signature of the contractor)
(with seal)

Date

Tender Submission Sheet

(To be submitted with the Financial bid only)

Invitation for Tender No:

Date:

Tender Name:

To:

[Name and address of Employer]

We, the undersigned, offer to execute and complete in conformity with the Conditions of Contract and associated Contract Documents including Addenda Nos. and maintain the whole of the said works at the rates quoted against each items in the Bill of Quantities.

The total price of our Tender is:

OMR: [insert value in figures)

[Insert value in Words]

Our Tender shall be valid for the period stated in the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security for an amount of OMR. _____ only is attached in the form of a *[state pay order, bank draft]* valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to given workmanship guarantee of one year beyond the date of completion of work.

We declare that the Government of Oman has not declared us, and any Subcontractors or Contractors for any part of the Contract ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices.

We are not participating as Tenders in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of the Tender.

Contract Agreement

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[name and address of Employer]* (hereinafter called “the Employer”) of the one part and *[name and address of Contractor]* (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, *[brief description of works]* and has accepted a Tender by the Contractor for the execution of those works in the sum of OMR *[Contract price in figures and in words]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. the signed Contract Agreement;
 - b. the letter of Notification of Award
 - c. the completed Tender Submission Sheet as submitted by the Tender;
 - d. the priced Bill of Quantities as submitted by the Tender; and
 - e. Scope of Work
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Sultanate of Oman on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Print Name

In the presence of Name

Address