



सत्यमेव जयते

**Embassy of India
Muscat, Oman**

www.indemb-oman.gov.in

**Tender for supply and Installation of one unit
Baggage X-ray machine to Embassy of India,
Muscat, Oman**

Tender No. : MUS/ADM/872/01/2020

Date: 14th June 2021

Last date for submission of bids: 14th July 2021

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

No. MUS/ADM/872/01/2020
Embassy of India, Muscat, Oman
Admin Section

Dated: 14.06.2021

NOTICE INVITING TENDER

Embassy of India, Muscat invites Tender under two bid system from registered and authorized firms/service agencies for supply and Installation of one unit Baggage X-ray machine to Embassy of India, Muscat, Diplomatic Area, Al Khuwair, Muscat, Oman. In addition, Bidders may also include the cost of AMC and applicable taxes. Bidders may also explore and formulate their bids considering the Buy-back offer of the old existing baggage scanner, installed at the Chancery.

2. The tender document can be downloaded from the websites <http://www.eprocure.gov.in>, <http://www.indemb-oman.gov.in> from **14.06.2021** onwards i.e. **from June 14 to July 14, 2021**. **No tender fee will be charged for the tender documents** in case a firm has downloaded the tender document from the official website of the Embassy of India, Muscat, i.e. www.indemb-oman.gov.in. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the Embassy of India, Muscat, as given above.
3. The interested firms/service agencies should submit the bids in two separate sealed covers, super scribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single enveloped super scribed as "Tender No. MUS/ADM/872/01/2020 for supply and Installation of one unit Baggage X-ray machine and addressed to "Head of Chancery, Embassy of India, Muscat Diplomatic Area, Al-Khuwair, Muscat, Oman". The envelope should then be dropped at the Reception of the Embassy of India, Muscat at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time under any circumstances.
4. The Earnest Money Deposit (EMD) of OMR 360/- (Omani Rial Three hundred sixty only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of "Embassy of India, Muscat" is required to be submitted along with tender bids. Bids shall not be considered in case the EMD is not submitted and would be rejected summarily.
5. The bidders have an option to submit, in lieu of EMD of RO 360/-, a judicially valid Undertaking to the effect that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the stipulated deadline, they will be suspended for a specified time period from being eligible to submit bids for contracts with the Embassy of India, Muscat.
6. The Technical Bids will be opened on 19.07.2021 at 10:00 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.
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 Ministry shall be final and binding.


(Tarun Kumar)

Second Secretary (HOC)
Tel No. +968-24684577

Tender for Supply and Installation of Baggage X-ray machine

LETTER OF BID

Dated:, 2021

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

Ref: Invitation for Bid No. MUS/ADM/872/01/2020 dated 14th June 2021

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 supply and Installation of one unit Baggage X-ray machine 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 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

(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)

Tender for Supply and Installation of Baggage X-ray machine

DATES TO REMEMBER

| Sl. No. | Events | Date |
|----------------|---|------------------------------------|
| 1. | Tender Publish Date | 14.06.2021 (at 1700 hrs) |
| 2. | Bid submission end date | 14.07.2021 (upto 1600 hrs) |
| 3. | Opening of Technical Bids | 19.07.2021 (at 1000 hrs)* |
| 4. | Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria) | Date to be intimated later* |

***Note: "The bids will be opened at the Embassy of India, Muscat, Oman**

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.indemb-oman.gov.in> from 14.06.2021 onwards. The last date of submission of bids is 14.07.2021 till 1600 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 with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 The bidder shall offer his items against Buy-back of old existing X-ray baggage scanner (Rapiscan, Model : RAP 620 XR, purchased in 2007), which will be replaced by the bidder. The said existing old baggage scanner is to be taken as is where is basis. Bidder have to make arrangement for lifting of old existing x-ray baggage scanner at their own cost. The existing old scanner to be collected at the time of delivery of new baggage scanner. Maximum period of lifting of old baggage scanner is 21 days. Beyond this period, if the bidder fails to lift old baggage scanner, NO claim for old baggage scanner will be accepted.

SECTION- I: INVITATION FOR BIDS (IFB)

1. Embassy of India, Muscat invites sealed bids from eligible bidders for supply and Installation of one unit Baggage X-ray machine as per the following specifications:-

| Technical Specifications | | Units |
|--------------------------|---|-------|
| S. No | One unit of Baggage X-ray Machine | 01 |
| | Specifications of Baggage Scanner : | |
| | 1. Resolution 42 SWG or better, | |
| | 2. Tunnel Size : Shall be minimum 600mm x 400mm with 10% variation only on higher side. | |
| | 3. Penetration :> = 30mm Steel | |
| | 4. Voltage: 180-260 V 50 Hz single phase | |
| 5 | Conveyor Belt | |
| | 5.1 Speed should be at least 0.2 meters per second or better | |
| | 5.2 Maximum load should be 160 kg | |
| | 5.3 conveyor belt height should be at least 750 mm | |
| | 5.4 Facility of bi-direction scanning be available | |
| | 5.5 Idle SS rollers to be provided within input /out frames at both ends of the tunnel | |
| 6 | X-ray Generator | |
| | 6.1 Cooling – Sealed oil bath | |
| | 6.2 Anode Voltage > = 160 KeV | |
| | 6.3 Tube Current < = 1 mA | |
| | 6.4 Beam Divergence – 60 degrees. The X-ray beam divergence should be such that the complete image of maximum size of bag is displayed without corner cuts. | |

Apart from the above, a separate sheets containing standard specifications for X-ray Baggage scanner prescribed by the Ministry of External Affairs, New Delhi, is attached as Annexure -A for compliance and adhered to.

2. **Contact information:**

Mr. Tarun Kumar
Second Secretary (HOC)
Embassy of India, Muscat
Oman
Email: admin.muscat@mea.gov.in

3. **Two bid System:**

The two bid system will be followed for this tender. In this system, bidder must submit his offer in two separate sealed envelopes as explained below:

Envelope No. 1: "Technical Bid" shall contain: 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, valid EMD of requisite amount. Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled and signed & stamped.
- c. Earnest Money Deposit of OMR 360.000 or a judicially valid Undertaking in lieu of EMD.
- d. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 above.
- e. The bidder must submit plan/arrangement for installation and warranty services/after sale services to be provided at site.
- f. Detailed technical specifications make & model, part number and compliance to the Schedule of Requirement for which bid is submitted.
- g. The bidder should submit an undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted in case the Embassy of India, Muscat decides to place the Purchase Order with them.
- h. Other related documents e. g. Trade License etc. as mentioned in the tender document but not listed here.

Envelope 2: "Financial Bid" shall contain:

Price Schedule (Annexure-2) complete in all respects with proper seal and signature of authorized person. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope no. 1-Technical Bid" and "Envelope no. 2 - Financial Bid". Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid" for supply and Installation of one unit of baggage x-ray machine and addressed to "**Head of Chancery" Embassy of India, Muscat.**

Note 1: Please write tender number on each envelope and seal all the envelopes.

Note 2: Please do not put "Financial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid, the tender will be rejected.

4. Opening of Technical Bids:

- a. All the technical bids received by the Embassy of India, Muscat will be opened on 19th July 2021 at 1000 hrs in the Embassy of India, Muscat.
- b. After being opened, the Technical Bids will be evaluated, by the Embassy of India, Muscat, based on the available documents submitted by the bidder.
- c. After evaluation of the Technical Bids, Embassy of India, Muscat will intimate the date for opening of the Financial Bids of only those bidders who qualify at Technical Bid stage.
- d. Financial Bids of those bidders who do not qualify at Technical Bid stage will be returned to the respective bidders un-opened.

5. Opening of Financial bids:

- a. Financial bids of the short listed bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, **date to be intimated later.**
- b. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the financial bid opening.
- c. The bidder's name, bid prices, discounts and such other details considered as appropriate by the Embassy of India, Muscat will be announced at the time of the opening of the bids.
- d. **Technically accepted competitive bids ONLY will be considered for the opening of Financial Bids.**

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Implementation/Timelines

The supply and installation must be completed within 03 weeks, after placement of purchase order.

2. Location for the Supply and Installation

The equipment covered by this document are required to be supplied and installed at Embassy of India, Muscat, Oman.

3. Order Placements and Release of Payment

The Purchase Order and payment shall be processed by "Head of Chancery, Embassy of India Muscat"

4. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, Embassy of India, Muscat may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

5. EARNEST MONEY DEPOSIT (EMD)

- (a) The Earnest Money Deposit of OMR 360.000 (Omani Rial Three hundred sixty only) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "Embassy of India, Muscat" has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months.
- (b) No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Mission in respect of any previous work shall be entertained.
- (c) In place of bid security, the Bidders may submit a Declaration to the effect that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before a stipulated deadline, they will be suspended for a period, as decided by Embassy of India, Muscat, from being eligible to submit bids for contracts with Embassy of India, Muscat.
- (d) 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 Embassy of India, Muscat.
- (e) The bids without Earnest Money Deposit or the Declaration will be summarily rejected.
- (f) No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

(g) 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.

6. PERIOD OF VALIDITY OF BIDS

- (a) Bids shall remain valid and open for acceptance for a period of 180 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 60 days, without any modifications and without giving any reasons thereof.

7. PREPARATION OF BIDS

- (a) 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**.

8. SUBMISSION OF BIDS

- (a) 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 Head of Chancery, Embassy of India, Muscat, Diplomatic Area, Al-Khuwair, Muscat, Oman. 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' | Financial Bid |

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

9. **BID OPENING PROCEDURE**

- (a) The Technical Bids (Envelope A) shall be opened at Embassy of India, Muscat on 19.07.2021 at 10:00 hrs by a Tender Evaluation Committee constituted by the Competent Authority of the Embassy of India, Muscat. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy of India, Muscat. The Financial bids (Envelope 'B') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/fax.
- (b) The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened in the presence of bidders or their representatives and 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.
- (c) 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.
- (d) A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- (e) Absence of bidder or their representative shall not impair the legality of the opening procedures.
- (f) After opening of the Technical Bids and verifying the EMD amount, or a judicially valid Undertaking, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

10. **CLARIFICATION ON TECHNICAL BID EVALUATION.**

- (a) 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.
- (b) 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.
- (c) Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause Section III, para (2)

SECTION III: MINIMUM ELIGIBILITY CRITERIA

1. The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-
 - (a) **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Muscat. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
 - (b) **Registration:** The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.
 - (c) **Experience:** The Bidder shall have experience in providing maintenance services for Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies.
 - (d) **Company profile/information regarding key personnel:** The bidding company shall also include in its bid, as per proforma at Annexure-7 of this document, details about the company and about its key personnel.
2. Documents supporting the Minimum Eligibility Criteria:
 - (i) As proof of having fully adhered to the minimum eligibility criteria under section III, 1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.
 - (ii) As proof of having fully adhered to minimum eligibility criteria under section III, 1 (b), attested copy of VAT registration certificate (if any) should be attached with the bidding document.
 - (iii) As proof of having fully adhered to minimum eligibility criteria under section III, 1 (c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/ Government Ministries/ Departments/ Public Sector Companies/ reputed corporate organization/ multinational companies shall be attached with bid document.
 - (iv) As proof of having fully adhered to minimum eligibility criteria under section III, 1 (d), copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-6 of this tender document.

SECTION IV: PERFORMANCE SECURITY (PS)

1. Prices:

- a. The price quoted shall be considered firm and no price escalation will be permitted.
- b. Bidders must quote the price in the format given in Price Schedule at **Annexure -2** of this document.
- c. All amounts are to be quoted only in Omani Rial (OMR).
- d. The prices quoted should be inclusive of freight, insurance, packing, distribution, after sales service.

2. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Bank Guarantee in form of a Bank Guarantee for the 10% (ten percent) amount of the Purchase Order within 15 days of receipt of Purchase Order, as per the format attached to this document (Refer Annexure-5). This bank guarantee shall remain valid till the completion of warranty period.

3. PERFORMANCE SECURITY (PS):

- (a) The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of 'Embassy of India, Muscat ', payable at Muscat in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty 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 Service Provider (SP). No interest shall be paid on Performance Security.
- (b) The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.
- (c) 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 Ministry shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- (d) 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.

4. Warranty & Maintenance

All the items supplied shall carry 3 years Warranty & Annual Maintenance Contract for 07 years. Sufficient spares should be available in stock with the supplier and certificate for availability of spares in Muscat for at least 7 years after the Warranty period. The bidder must undertake to provide the installation and warranty service at Muscat. The repairing/rectification/replacement/configuration required, if any, of the items under warranty must be done at on site workshop.

Maintenance contract is to start after expiry of the warranty period, during which period of the goods are to be maintained free of cost by the supplier. The cost component towards maintenance of the goods for specified number of years is also to be evaluated tender value.

"The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms."

5. Payments:

- a. 70% of the payment will be made on delivery of baggage scanner and production of claim with supporting document.
- b. Payment of 20% against successful installation & commissioning as per contract document and to the satisfaction of Embassy of India, Muscat.
- c. Balance 10% payment will be made on the completion of warranty period or against submission of Bank Guarantee of equivalent amount from any bank valid for the entire period of warranty.
- d. Prices quoted by the bidders should be under Buy-Back offer and should include all local taxes, GST/VAT, duties, levies, transportation costs and insurance costs till the equipment is accepted. Buy-Back offer will be taken into account while making payment at each stage.

6. Penalty for Delayed Services:

- a. Embassy of India, Muscat reserves the right to levy penalty @ of 1 % of order value per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the order value.
- b. Embassy of India, Muscat reserves the right to cancel the order in case the delay is more than 02 weeks.
- c. The penalties, if any shall be recovered from the 20% claim due after installation & commissioning.

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.

Other Conditions, Force Majeure & Penalty Clause

- (a) The Company should submit precise profile of its key clients alongwith 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.

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 obtaining a Performance Security in the amount stated in the ITB and valid for a period of 28 days beyond the date of issue of the Defect Liability Certificate of Works.

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.

Format for submitting the Price Schedule for Supply and Installation of one unit of Baggage x-ray Machine to Embassy of India, Muscat

(To be submitted along with the financial bid only)

BID No. MUS/ADM/872/01/2020

Date:

To,

Head of Chancery
Embassy of India,
Muscat, Oman

Price Schedule

| S. No. | Item | Total Bid Quantity | Total Price (in OMR) |
|---------------|---|---------------------------|-----------------------------|
| 1 | 2 | 3 | 4 |
| 1 | One unit of Baggage X-ray Machine | 1 (One) | |
| 2 | Less for Buy-back of existing old X-ray baggage scanner | 1 (One) | |
| 3 | Cost of AMC per year (For 07 years) | 1 (One) | |

Note:

Above quoted price for supply and Installation of one unit of Baggage x-ray Machine is complete in all respect as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Notification of Award

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of OMR. *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenders is hereby accepted by *[name of Employer]*.

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

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorized to sign for and on behalf of

[name of Procuring Entity]

Date:

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;
 - e. Scope of Work, and
 - f. Performance Bank Guarantee
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 Bangladesh on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Print Name

In the presence of Name

Address

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

To,

Head of Chancery
Embassy of India
Muscat, Oman

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by Embassy of India to M/s (Name & Address of vendor) for.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Muscat, Oman, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase 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 purchase order No. _____ M/s. (name of vendor) 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, Muscat 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 suppliers obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier 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 supplier under the said contract and/or the remedies of the Embassy of India, Muscat under any security(ies) now, or hereafter held by the Embassy of India, Muscat and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India, Muscat hereunder or of prejudicing right of the Embassy of India, Muscat against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Muscat and liabilities of the supplier arising upto and until date.....

Your right to recover the said sum of OMR. _____ (Omani Rial _____ 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 OMR _____ (Omani Rial _____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

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

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed OMR.....(in words)
- B. This bank guarantee shall be valid up to.....& 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
- C. 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 or before
- D. The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized Signatory

(On the letterhead of the bidding company)

The Head of Chancery
Embassy of India, Muscat
Diplomatic Area, Al-Khuwair, Muscat, Oman

UNDERTAKING

I, _____, of M/s. _____, having registered office at _____, do hereby undertake that my company, M/s. _____, will not withdraw or modify its bids from Tender No. MUS/ADM/872/01/2020 dated 14.06.2021 for 'supply and installation of one unit of Baggage X-ray machine at the Chancery Complex of embassy of India, Muscat' during the period of validity of the bids.

I further undertake to have understood that if my company M/s. _____ Enterprise withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security before the stipulated deadline if the work is awarded to it, M/s. _____ will be suspended for a specified time period from being eligible to submit bids for contracts with Embassy of India, Muscat.

Place :

Date :

CONTACT DETAILS FORM**Bidder's description format summary**

| | |
|----------------------------------|--|
| Name of the Bidding Firm | |
| Name of Partner(s) & Nationality | |
| Name of the Authorized Signatory | |
| Nationality | |
| Passport No. | |
| E Mail ID | |
| Telephone No. | |
| Fax No. | |
| Year of Incorporation | |
| Registration No. | |
| Service tax no. | |
| Registered Office & Address | |

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

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY
(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.

Bidder information

(More detailed information on the following aspect may be given in typed form)

- **Business background**

- How many years has your firm been in business? How many years under its present business name?
- Attach a current organizational chart and include the total number of employees in your firm in AAA, by various locations.
- **Claims and Suits (Explain any "Yes" answers)**
- Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
- Has your firm ever failed to complete work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

- **Financial Information**

- Please provide copies of your firm's audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.
- How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what % of your business they represent.
- Who are your bankers?

1. Resolution : 42 SWG or better

2. Tunnel Size : Shall be minimum 600mm X 400mm with 10% variation only on higher side.

3. Penetration : ≥ 30 mm Steel.

4. Voltage : 180 – 260 V, 50 Hz single phase.

5. Conveyer Belt

5.1 Speed should be at least 0.2 meters per second or better.

5.2 Maximum load should be 160 Kg.

5.3 Conveyor belt height should be at least 750 mm.

5.4 Facility of bi-direction scanning be available.

5.5 Idle SS rollers to be provided with input/out frames at both ends of the tunnel.

6. X-Ray Generator

6.1 Cooling – Sealed oil bath.

6.2 Anode Voltage ≥ 160 KeV

6.3 Tube Current ≤ 1 mA

6.4 Beam divergence – 60 degrees. The x-ray beam divergence should be such that the complete image of maximum size of bag is displayed without corner cuts.

7. Image Processing

7.1 Sensor – Folded array

7.2 Grey Levels ≥ 4096

7.3 Display – High resolution SVGA, 22" TFT, LED Colour monitors, Flicker-free, minimum 1920 X 1080 pixels full HD display 30 watt and low radiation.

7.4 Beam divergence – 60 degrees.

8. Computer configuration for image Storing and archiving.

- 8.1 Latest generation compatible with X-Ray machine having the following minimum features or better.
- 8.2 Processor: Core i3 or better available in market.
- 8.3 Hard Disk: 350 GB or better.
- 8.4 CD/DVD Drive R/W
- 8.5 RAM 3 GB or better.
- 8.6 UPS: Reputed make online UPS like Tata libert, APC, Microtek etc. with minimum 30 minutes backup on full load by using SMF batteries.
- 8.6.1 Capacity – Commensurate capacity as per load.
- 8.6.2 Voltage range – 180-260 V, 50 Hz single phase.
- 8.6.3 Output voltage – 230 VAC \pm 1%
- 8.6.4 Transfer Time – 0 ms
9. Zoom facility should be available to magnify the chosen area of an image eight times (X8) or more. Image features shall be key board controller.
10. The machine should be film safe.
11. The machine should have features of multi energy X-ray imaging facility (140 KeV approx.) where materials of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials. With this method should be possible to distinguish high density organic materials including explosives. Machines should have variable colour or material striping to facilitate the operator to monitor images of organic materials for closure scrutiny. All suspicious items (explosives, high density material, narcotics) should be displayed in one mode and that should be online.
12. Facility for variable contrast must be incorporated to allow enhancement of lighter and darker portion of the image.
13. If the machine fails to penetrate an item, then an alarm (visual and audio both) should be generated to notify the operator.

14. The **threat image projection (TIP)** system software to be incorporated as per details given below:

14.1 TIP software facility shall be incorporated in the offered x-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the same will be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator must press the control panel key that will cause the computer generated threat object to disappear from X-rayed bag image on the VDU screen. Each operator's action shall be recorded in the hard disc of the computer for the auditing purpose by the supervisor or other authorized person.

14.2 Design of the System

14.2.1 TIP software should be compatible with other X-ray technologies such as automatic reject unit, dual x-ray screen technologies, automatic threat recognition system etc. All x-ray image functions must be available at the same time along with the TIP.

14.3 Image Library

14.3.1 The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 firearms in various sizes, shapes, locations and orientations. However, the system shall have facility to expand the library to incorporate additional images by user without assistance of the manufacturer.

14.3.2 The image library should contain images of threats at different orientation both plane and end on orientation should be used. Although these will be assigned different file names and reference, it must be possible to cross reference these as the same threat. All threat images protection images must be realistic – representative and non distinguishable from real threat items.

14.4 Time Interval

14.4.1 Programming facility shall be available to project threat images in different intervals. The time period for threat image as well as image mix in percentage shall be user programmable e.g. software shall select 40% images of explosive devices, 35% of fire arms & 25% of knives or random items etc.

14.4.2 Once the screener has responded to identity the computer generated threat image, it should remain on the screen for a predefined user programmable time for

analysis. The image should be highlighted, upon identification and feedback message shall be visible to the screener.

14.5 System Administration

14.5.1 The threat image projection facility shall have details of user data base such as Venue of function, Name of organization, Name of Screener, user ID number, level of access such as screener, Administrator, Maintenance schedule and password etc.

14.5.2 Access to start up menu should be restricted only to the authorized individuals. A log in procedure by means of password or security key could achieve restricted access to each of the comment. The log in procedure should not take longer than 20 second. The system should have facility to bypass the TIP facility, if programmed so by the system administrator. It is to be ensured that the TIP software shall not be hindrance to normal functioning of the x-ray machine.

14.5.3 When the operator logs in or logs out, message should be displayed on the Video Display Unit (VDU) screen to confirm that he/she has been correctly logged in or logged out.

14.6 Feedback Report

14.6.1 The threat image projection should be capable of giving feedback HIT MISS or FALSE Alarm message. No message will be presented if a screener correctly passed as clear bag.

14.6.2 A HIT message to be presented when a screener has correctly identified a threat image projection image. A MISS message shall be presented when screener fails to identify the TIP image. A False alarm message shall be given when screener incorrectly indicate TIP image when in fact no threat image projection is present. The feedback should clearly indicate in a screen that a TIP object has been correctly identified/TIP object has been missed/no TIP object was present. Information should be recorded in the data base.

14.6.3 Different colour coding shall be used for feedback to the screener. It is recommended that colour code RED for MISS, Green for HIT and Yellow to False Alarm or interrupt be used.

14.6.4 The system shall automatically prepare the daily log of events for each shift and for each screener performance. TIP log shall include particulars of Venue, XBIS, Name of Screener, Time and date of threat image, whether threat image was

successfully identified or missed etc.

14.6.5 The report on threat image projection system may have date and time (from – to –) as per requirement, Screener particulars and decision/outcome i.e. MISS, HIT or False Alarm in percentage as well in absolute numbers, number of bags screened, categories such as explosive devices knife or weapon etc.

14.6.6 As a standard practice, daily/weekly/monthly report shall be retrieved. Report shall be for any given time and period, as per command.

14.6.7 All data should be stored on the system for a minimum of two months after it has been downloaded. No individual regardless of access rights to the threat image projection components would delete or amend any of threat image projection data or time i.e. threat image projection data on the actual X-ray machine will be read only file.

15. Control desk with security housing and locking provision should be available. The entry of operator personal identification number should be possible through keyboard.

16. Maintenance reminder should be available.

17. Display: Date and Time and Operator ID.

18. Baggage counter preferred.

19. Inverse video.

20. Black and white image.

21. Facility of image enhancement should be available.

22. Machine should be capable of recalling 15-20 previous images.

23. It should have the capability of archiving 3000-4000 images.

24. In case of defective diode arrays, scanning should be disabled and error message should be displayed on the screen.

25. Copy of all softwares including x-ray software with recovery CD and passwords should be provided.

26. All software features of machine should be online and password protected.

27. System should work on one software only. All software features should be controlled from key board of machine only. Keyboard function should be user friendly. To enable/disable the software features, system should not be rebooted.

28. All models should have online recording facility and images can be recorded in external media like USB drive.

29. All models should have software controlled diagnosis report facility and system should be able to give printout.

30. The machine should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.

31. The operating temperature should be 0 degree C to 40 degree and storage temperature-20 degree C and 50 degree Celsius.

32. Anti rodent and dust proof cover must be provided.

33. The company manufacturing the equipment should have ISO certification for manufacturing and servicing of x-ray screening machines.

34. Safety

34.1 The machine must comply with requirement of health and safety regulations with regard to mechanical, Electrical and radiation hazards. The supplier/manufacturers should furnish Test Certificate from Atomic Energy Regulatory Board of India regarding radiation safety.

34.2 The radiation level should not exceed accepted health standard (0.1 mR/Hr) at a distance of 5 cms from external housing.

34.3 Lead impregnated safety screens should be available at either ends of the tunnel.

34.4 Dosimeter be provided for radiation checking.

35. Combined Test Piece (CTP): The manufacturer shall provide one set of CTP per machine for checking serviceability of the machine by the operator. The details

of CTP are given below.

35.1 Combined Test Piece Requirements.

35.2 Single wire Resolution (Test No.1): The requirement is to display 42 SWG wire not covered by step wedge. A tick will indicate the visibility of appropriate wire. A set of un-insulated tinned copper wire of size 26, 30, 35, 38, 40 and 42 SWG should be placed on a Perspex sheet. The wires to be laid out in S Shaped curves. The wires should be placed behind varying thickness of aluminum. Metallic marker should be provided using high density material, so that SWG numbers in the Video Display Unit (VDU) are clearly visible.

35.3 Useful Penetration (Test No.2): The test defines what level of details can be seen behind a thickness of known material. The CTP should have different gauges of wire behind varying thickness of aluminum. The requirement of this test is that the 26 SWG wire is seen under second step wedge (5/16"). Tick on log sheet will indicate what wires are visible.

35.4 Material discrimination (Test No.3): The requirement is that different colours be allocated to the sample of organic and inorganic substances. With multi energy X-Ray it should be possible to distinguish between materials of different average atomic number. This means that organic and inorganic substances can be differentiated. The use of sugar and salt samples encapsulated on the test piece and various materials used in the construction of CTP should check the material discrimination facility. A tick should indicate that the sugar/salt samples are shown in different colour.

35.5 Sample Penetration (Test No.4): The requirement is that the lead be visible beneath 26 mm of steel. This test defines what thickness of steel the machine should be able to penetrate. The steel step wedge on the CTP should have steps of at least 2 mm from 16 mm to 30 mm with a lead strip to check that the machine is above or below the requirement. A tick in log sheet should indicate where a lead strip is visible.

35.6 Spatial Resolution (Test No.5): The requirement is that vertical and horizontal grating to be seen. This test defines the ability of the system to distinguish and display objects, which are close together. The CTP should have at least 16 copper gratings at right angles to each other. A tick in the log sheet should indicate the gaps in the gratings are visible.

35.7 Thin Metal Imaging (Test No.6): This tests the machine's ability to image thin metal. A number of thin metal strips of various thicknesses should be placed in row.

35.8 Method

35.8.1 The CTP is to be used as a quick routine test carried out daily to ensure that equipment is working properly and satisfactory image is obtained. The results of the tests should be recorded.

35.8.2 The CTP should be placed on the belt and passed through the belt at least once in a day before the baggage is screened or after the x-ray equipment is switched on to ensure that the equipment is working properly. If the image is satisfactory the equipment may be used.

35.8.3 The CTP may be viewed by using image enhancing facility till the operator is satisfied that the machine is working properly. The optimum position of CTP on the belt will depend on x-ray source and detector arrangements. This may be ascertained from the service engineer, if need arises.

35.9 Results

35.9.1 The best results taking both colour and black and white images into account should be recorded for a particular machine.

35.9.2 The results of test should be recorded giving information like date, time, machine number and type, supervisors name and other remarks.

35.9.3 Supervisory officer should carry out the tests once in a week and compare the results with daily test sheets. In case the images are not up to the standard, service engineer must be asked to rectify the fault. The machine may not be used when its performance is in doubt or not satisfactory in the opinion of the supervisor.

35.9.4 The record must be kept by the operator for one year. The records may be checked by the inspecting officers during this period.

36. Warranty & Maintenance – 3 years Warranty and Annual Maintenance Contract for 07 years. Sufficient spares should be available in stock with the supplier and certificate for availability of spares in Delhi for at least 7 years after the warranty period.

37. Miscellaneous: The firm should be able to provide the following along with the equipment:

(i) One Test Sample (CTP) for each machine for testing during commissioning and

during maintenance.

(ii) Suitable voltage stabilizer with isolation transformer.

(iii) Training tools – charts, slides, training brochure, training work model, blow up diagram, video films on demonstrations and use etc.

(iv) Technical manual giving full description of the item. Practical training for at least 4 times in a year and continuing during the warranty period.

(v) User's handbook and literature on preservation/maintenance as applicable.

(vi) Procedure for packing, handling, transportation and storage.

**Technical specifications of Door Frame Metal Detector (DFMD) (Single Zone)
(water proof/ weather proof)**

(decided on 02.03.2016)

1. Technology : Suitable latest technology.

2. Dimensions : Detection area – Height : not less than 205 cm

Width : 72-80 cm

Depth : 57-60 cm

3. No. of zones : Single zone

4. Operational : User Selectable

Frequencies

5. Sensitivity : Adjustable

6. Zone sensitivity: Single zone along with minimum 05 frequencies

& adjustment