



**Embassy of India
Muscat, Oman**

www.indemb-oman.gov.in

**Tender for reinforcement of roof structure outside O/o Ambassador at
Embassy of India, Muscat, Oman**

Tender No. : MUS/872/01/2022

Date: 13th April 2022

Last date for submission of bids: 03rd May 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, Oman
(Administration Section)

Dated: 13.04.2022

NOTICE INVITING TENDER

Embassy of India, Muscat invites Tender under two bid system from registered and authorized firms/companies for 'Reinforcement of roof structure outside O/o Ambassador' at the Embassy of India, Muscat, Diplomatic Area, Al Khuwair, Muscat, Oman.

2. The tender document can be downloaded from the websites: <http://www.eprocure.gov.in> and <http://www.indemb-oman.gov.in> from **13.04.2022** onwards i.e. ***from April 13, 2022 to May 03, 2022***. **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 published in the website of the Embassy of India, Muscat, as given above.

3. The interested firms/companies 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 envelope super scribed as "Tender No. MUS/872/01/2022 for Reinforcement of roof structure outside O/o Ambassador" 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 240/- (Omani Rial Two hundred forty 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 240/-, 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 04.05.2022 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 Mission/Ministry shall be final and binding.

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

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 13th April 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)

DATES TO REMEMBER

Sl. No.	Events	Date
1.	Tender Publish Date	13.04.2022 (at 0900 hrs)
2.	Bid submission end date	03.05.2022 (upto 1700 hrs)
3.	Opening of Technical Bids	04.05.2022 (at 1100 hrs)*
4.	Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date to be intimated later*
5.	Seeking clarification start date	13.04.2022 (0900 hrs)
6.	Seeking clarification end date	03.05.2022 (1500 hrs)
7.	Pre -bid meeting (if any) for inspection/measurement of area	Only on prior appointment basis before bid submission end date.

***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.eprocure.gov.in>, <http://www.indemb-oman.gov.in> from 13.04.2022 onwards. The last date of submission of bids is 03.05.2022 till 1700 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.

SECTION- I: INVITATION FOR BIDS (IFB)

1. Embassy of India, Muscat invites sealed bids from eligible bidders for reinforcement of roof structure outside O/o Ambassador as per the works given below:

Scope of works/Work Schedule

- Removal of existing steel structure and roof sheets
- Fabricate and supply structural steel to support the roof
- Supply and fixing of new purlins to receive sandwich roof panel
- Roof with aluminium sandwich panel (non fire rated) as follows:
 - (i) Top sheet : 0.7mm thick Aluminium single skin polyester color coated profile sheet
 - (ii) Insulation : 50mm thick PU insulation having 35kg/m³ density
 - (iii) Liner sheet : 0.5mm Aluminium single skin color polyester coated low ribbed sheet
- Supply and application of Water proofing coating on Roof sheet
- All roof should be water tight and flashing, sealant to be filled
- Water test to be conducted and 10 years water tightness warranty to be provided
- Building slope – As per design
- Painting on steel structure – 3 coat of epoxy paint system – 200microns dft. Only
- Removal of existing false ceiling including grid/suspension
- Supply & installation of 600mmx600mm gypsum tiles ceilings on appropriate Metal Grid System
- Removal of existing light fixtures including conduiting and wiring including modifications of DB unit.

2. **Contact information:**

Mr. Praveen 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 (as per Annexure 1 & Annexure 7) duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled and signed & stamped.
- c. Earnest Money Deposit of OMR 240.000 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 below.
- e. The bidder must submit plan/arrangement for installation and warranty services/after sale services to be provided at site.
- f. 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 Work Order with them.
- g. Other related documents e.g. Trade License etc. as mentioned in the tender document but not listed here.
- h. Reputed local companies who are specialized and experienced (at least 15 years) in civil, mechanical and construction works, etc. Bidders should have experience in dealing with Embassies, government and international organizations in Oman.

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 "Reinforcement of roof structure outside O/o Ambassador" 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 04th May, 2022 at 1100 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.

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 04 weeks, after placement of work order.

2. Location for the works

The works covered by this document are required to be done 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”.

Payment schedule : 90% of the payment will be released after the successful completion of work. The rest of the payment (10%) will be released after a period of three (03) months.

Workmanship guarantee : The selected bidder must give a workmanship guarantee of at least one year from the date of successful completion of work.

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 240.000 (Omani Rial Two hundred forty 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/Bond issued by Bank 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 04.05.2022 at 1100 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 e-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 e-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 Financial 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/Financial bid at **Annexure -2** of this document.
- c. All amounts are to be quoted only in Omani Rial (OMR).

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 7 days of receipt of Work Order, as per the format attached to this document (Refer Annexure-5). This bank guarantee shall remain valid till the completion of workmanship guarantee period i.e. one year from the successful completion of work.

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 supplier including warranty obligations.
- (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 Supplier's bill has been received and examined.
- (c) If the Contractor fails to provide the Performance Security within ten days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Mission shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- (d) On due performance and completion of the work in all respects, the Performance Security will be returned to the bidder without any interest on presentation of an absolute 'No Demand Certificate' from the bidder.

4. Warranty & Maintenance:

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, GST/VAT, etc.

6. Penalty for Delayed work:

- c. 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.
- d. 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.

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.

Annexure-2

Format for submitting the Financial bid/Price Schedule for Reinforcement of roof structure outside O/o Ambassador (as per work schedule) to Embassy of India, Muscat

(To be submitted along with the financial bid only)

BID No. MUS/872/01/2022

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	Reinforcement of roof structure outside O/o Ambassador in Chancery	As per work schedule	
		Taxes	
		Grand total	

Note: Above quoted price for **Reinforcement of roof structure outside O/o Ambassador in Chancery** (as per specification mentioned in tender document) 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 GUARANTEE 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/872/01/2022 dated 13.04.2022 for 'Reinforcement of roof structure outside O/o Ambassador (as per work schedule mentioned in tender document)' at the 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 :

Technical Bid Proforma
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 <i>with 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.

Sign and stamp of authorized signatory of the company

Name:

Designation:

BIDDER INFORMATION (TO BE ATTACHED WITH TECHICAL BID)
(More detailed information on the following aspect may be given in typed form)

<u>Business background</u>	
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.	
<u>Claims and Suits (Explain, if the answer is "Yes")</u>	
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?	
<u>Financial Information</u>	
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?	

Sign and stamp of authorized signatory of the company

Name:

Designation: