

भारतीय राजदूतावास
मस्कट



Embassy of India
Diplomatic Area, Jamiat Al
Dowal Al-Arabia Street, Al
Khuwair, P.O. Box 1727, Postal
Code-112, Ruwi, Muscat,
Sultanate of Oman
Tele: +968-24684527
Fax: +968-24695291

No. MUS/886/01/2022

Dated: May 15, 2022

TENDER NOTICE

Subject: ANNUAL RATE CONTRACT (ARC) FOR THE YEAR 2022 – 2023 TOWARDS SUPPLY OF STATIONERY ITEMS FOR EMBASSY OF INDIA, MUSCAT (OMAN).

Embassy of India, Muscat invites bids under two bid system (Technical bid and Financial bid) from local companies/vendors/shops/suppliers for award of Annual Rate Contract (ARC) for the year 2022-2023 towards supply of Stationery items for Embassy of India in Muscat. List of stationery items purchased on regular basis is attached herewith.

IMPORTANT DATES

Date of publishing of tender	16 th May 2022
Bid document download	16 th May 2022
Bid submission start date	16 th May 2022
Bid submission end date	06 th June 2022
Technical bid opening date	07 th June 2022
Financial bid opening date	To be notified later

2. Reputed local based registered companies are requested to send their bids by post/hand in a closed cover subscribed “**Annual Rate Contract for Supply of Stationery items**” at Embassy along with terms and conditions to the following address by 06th June 2022:

Head of Chancery
Embassy of India, P.O. Box-1727, Postal Code- 112,
Ruwi, Muscat, Sultanate of Oman

3. You are welcome to seek further details/information from the undersigned on any working day (Sunday to Thursday) between 0830 Hrs to 1700 Hrs by telephone -24684527 or email admin.muscat@mea.gov.in.

Yours sincerely

(Praveen Kumar)
Head of Chancery
Embassy of India, Muscat
Tel. No. +968-24684527
Email: admin.muscat@mea.gov.in

Section I
INSTRUCTIONS FOR SUBMISSION OF TENDER

1. Preamble

Embassy of India, Muscat intends to enter into a rate contract with a reputed company/vendor for supply of stationery items for use in its office. List of stationery items is enclosed at **Annexure I** to the tender document. The terms and conditions are described in “Terms and Conditions governing the contract’ of the tender document.

2. Tender document

The tender document consists of all documents listed in this document. Incomplete or conditional tender is also liable to be rejected.

3. Submission of tender

The bids must be submitted in two stages – Technical and Financial bids, as explained below:-

Stage 1 – Technical Bid (following documents to be submitted)

- Duly filled in **Annexure II**
- Tender document with all pages duly signed and embossed with official seal.
- Earnest Money Deposit (EMD) in the form of Demand Draft/Bank Guarantee/certified cheque of OMR100 (Rial One hundred)
- Registration Certificate as per existing norms (indicating the legal status– company/partnership firm/proprietorship concern, etc.)
- VAT registration certificate
- Duly filled in **Annexure V**

Stage 2 – Financial Bid

- Duly filled in Financial bid as per **Annexure III**

4. Embassy reserves the right to:-

- 4.1 Accept or reject any or all the Technical and financial bids without assigning any reasons
- 4.2 Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of the Mission.
- 4.2 Disqualify the tenderers blacklisted in the past or whose contracts have been terminated on account of poor performance.

5. Opening of bids

- 5.1 The technical bids will be opened in the presence of bidders or their authorized representatives who choose to attend, at 1500hrs on due date. The bidder’s representatives present at the time of opening of bid shall sign in an attendance register.
- 5.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening.
- 5.3 The bidder’s names, documents submitted, modifications, bid withdrawals and such other details as this office, at its discretion, may consider appropriate; will be announced at the opening.

5.4 The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

6. Validity of offer

6.1 The tenderer will be required to keep the offer open for a period of 120 (one hundred and twenty) days from the last date of submission of tender. It shall be understood that the tender document have been sold/issued to the tenderer and the tenderer is permitted to tender with the stipulation that after submitting his tender, he shall not rescind his offer or modify the terms and conditions thereof in any manner that is not acceptable to Embassy.

7. ACCEPTANCE OF TENDER:

7.1 Canvassing in connection with tender is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.

7.2 If the tenderer deliberately gives wrong information or conceals any information/facts in his tender, which shall be favorable for acceptance of his tender fraudulently, then Embassy reserves the right to reject such tender at any stage of execution without any financial liability.

8. EXECUTION OF AGREEMENT:

8.1 The tenderer whose tender is accepted shall be required to appear at the Establishment Section in person or if the tenderer is a firm, Company or a Corporation, a duly authorized representative shall so appear and execute the Agreement within fifteen (15) days of the date of issue of communication from the Embassy and start the work from the date as mentioned in the communication. Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.

8.2 The tenderer shall treat the contents of the tender document as private and confidential.

Section II
TERMS & CONDITIONS GOVERNING THE CONTRACT

1. TERMS AND CONDITIONS

1.1 The Rate Contracts shall be valid for the period of minimum 12 months from the date of awarding the Contract. The Annual Rate Contract awarded as a result of this Tender Enquiry will be in the nature of a Standing offer. Actual Supply Order may be placed from time to time against the RCs concluded on the basis of such rate contract(s). No guarantee can be given as to the minimum or actual services usage.

1.2 Embassy reserves the right to conclude parallel Rate Contracts with a number of suppliers and place Orders on any of such firm that may be the most economical to it or suitable to its requirements.

1.3 If the successful Bidder fails to fulfil his obligations under this Tender i.e., non-adherence to terms and conditions contained in this Tender, Embassy after due notice to the Supplier may blacklist the firm. In such events, the Contract will stand terminated and the EMD/Performance Securities of such Firm shall be forfeited to the Government.

1.4 The tendering firms will have to give a declaration to the effect that they have not been blacklisted or their business dealings with the any organization have not been banned.

1.5 The prices charged for the stores supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the stores or offer to sell stores of identical description to any person(s)/organisation(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders is completed.

1.6 If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the Embassy and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer stand correspondingly reduced.

2.Terms of Delivery:

2.1 The items as per the approved specifications should be supplied within Ten working days in case of printed stationery after receipt of the purchase order, failing which a penalty will be imposed (equal to 1% of indent cost per day of delay, if the delay is attributable to the supplier). Any loss sustained by the Embassy as a result of non-compliance with delivery schedule questionable quality of stores and short delivery during the validity of Contract shall be recoverable from the Tenderer out of the Security Deposit.

2.2 Door delivery at Embassy of India, Muscat. Offers from firms/suppliers with terms of delivery at their stores or stipulating lifting of stores from their outlets shall stand rejected.

2.3 **Payment terms:** 100% payment shall be released on satisfactory receipt of the goods/articles ordered. Advance payment will not be made under any circumstances.

2.4 **Guarantee/Warranty:** The decision of the Embassy shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers shall be borne by the supplier. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects. The items/articles supplied will not be more than 3 months (three months) old. The acceptance of articles will be given only when the articles are found up to the specifications given in the tender enquiry and free from all defects. The rejected items must be removed by the tenderers from consignee's premises within 03 days from the date of the information about their rejection. The store In-charge concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee. The security deposit may also be forfeited at the discretion of the Embassy of India, Muscat.

3. DURATION OF CONTRACT:

3.1 At the initial stage, the contract shall be awarded for a period of 12 months from the date of commencement of the Agreement. Embassy will have discretion of extending it for further term of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of Embassy.

3.2 However, it will be obligatory on the part of the firm to continue to work at the rates prevailing on the last date of the Agreement even beyond contract period for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

4. EARNEST MONEY:

4.1 The tenderer will be required to deposit a sum of OMR100 (Omani Rial One Hundred Only) as earnest money along with completed tender documents. The earnest money is towards and undertaking by the tenderer that the tenderer will not back-out from his offer or modify the terms and conditions thereof in a manner not acceptable to Embassy. Should the tenderer fail to observe or comply with the said stipulation, the entire amount shall be liable to be forfeited by Embassy.

4.2 The deposit as referred to under para 4.1 above shall be made by Demand Draft/Certified bank cheque/Bank guarantee made in favour of Embassy of India, Muscat and valid for a minimum period of three months after the date of issue.

4.3 **SECURITY DEPOSIT:** Successful Tenderers/supplier(s) should deposit a "Bank Guarantee"/Demand Draft/Certified cheque" from the date of award of the Contract @3% of the total/actual contract value of the items to be supplied during the period of contract, made in favour of the "Embassy of India, Muscat" and in the format prescribed by the Embassy (Annexure- IV). If successful

Tenderer(s) fails to furnish the required “Bank Guarantee”/“Demand Draft” within the specified period, its EMD will be forfeited, and shall be barred from participating in future Tenders of the Embassy. The Bank Guarantee deposited by the successful tenderer(s) shall be retained by the Embassy as ‘Performance guarantee/security deposit’ for the due fulfillment of the terms and conditions of the contract. 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. No interest will be paid on the performance security.

5. Embassy reserves the right to terminate the Agreement any time without assigning any reason/notice.

6. CRITERIA FOR EVALUATION OF BIDS:

6.1 Technical Bid :- The technical bids of the bidders will be opened in the first stage and will be evaluated on following criteria:

- Duly filled in Annexure II
- Tender document with all pages duly signed and embossed with official seal.
- Demand Draft/Bank Guarantee/certified cheque of OMR100 (Rial One hundred) towards Earnest Money Deposit.
- Registration Certificate as per existing norms (indicating the legal status– company/partnership firm/proprietorship concern, etc.)
- Duly filled in Annexure V

6.2 Financial Bid :- The financial bids will be opened only in respect of those firms, which meet the technical bid criteria mentioned above. The financial bids for supply of stationery and other general items will be evaluated as per the criteria given below and as per the rates quoted by the bidders in Financial bid (as per Annexure III).

6.3 Only those Bids will be evaluated which are found to be fulfilling all the eligibility and the qualifying requirements.

6.4 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

6.5 Rate Contract will be awarded to item-wise L1 vendors.

7. FORCE MAJEURE:

7.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in

performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

7.2 However, the Force majeure events mentioned above will not in any way cause extension of the period of the Agreement.

8. Termination for Default:

8.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part, if

- The supplier fails to deliver any or all the goods/items within the time period(s) specified in the purchase order, or any extension thereof granted by the purchaser;
- The supplier fails to perform any other obligation(s) under the Contract; and
- The supplier, in either of the above circumstances, does not remedy his failure within a period of 3 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

In event the purchaser terminates the contract in whole or in part pursuant to para 8 above, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

(Praveen Kumar)
Head of Chancery
Embassy of India, Muscat
Tel. No. +968-24684527
Email: admin.muscat@mea.gov.in

Annexure – I

Ref. Sl. Nos.	Stationery Items	Quantity
1	Photocopy paper (A-4) size	Box / Carton
2	A-4 Size Photo paper	Box / Carton
3	Ball pen Faber Castell (Black, Blue, Green, Red)	Packet/Nos
4	Pilot pen V7 (Black & Blue)	Packet/Nos
5	Pilot pen V5 (Black & Blue)	Packet/Nos
6	Uni ball pen fine tip (Red and green)	Packet/Nos
7	Pen Stand big	No.
8	Pencil Faber Castell	Packet/Nos
9	Sharper	Packet/Nos
10	Eraser small	Packet/Nos
11	Note pad for meeting A7	Packet/Nos
12	Shorthand Note Book	Packet/Nos
13	Glue stick (Fantastick) - small	Box/Nos
14	Scissor Heavy duty	Nos.
15	Scale (Plastic/Steel)	Nos.
16	Rubber band (small)	Packets
17	Rubber band (Big)	Pkts
18	Stapler small	Nos.
19	Stapler Big	No
20	Stapler pins (small)	Nos.
21	Stapler pins (Big)	Nos.
22	Stapler pins remover	Nos.
23	Single hole punch	Nos.
24	Box file ALBA Rado	Box/Nos.
25	Binder clips Big 41mm	Nos.
26	Binder clips Medium 32mm	Nos.
27	Binder clips Small 25mm	Nos.
28	Correction pen	Packet/Nos
29	High lighter (Yellow, Green, Blue, Orange)	Packet/Nos
30	Paper cutter Big	Nos.
31	Thumb pin	Packet/Nos
32	Masking tape wide	Packet/Nos
33	Cello tape (small)	Packet/Nos
34	Cello tape (Big)	Packet/Nos
35	Cello tape Stand big	Packet/Nos
36	Cello tape Stand small	Packet/Nos
37	Three way flap closing file with band	Box
38	Visiting card holder	Nos.
39	CD/DVD Marker	Packet
40	Marker (permanent)	Packet
41	Stamp pad (small/big)	Nos.
42	Stamp pad ink	Nos.
43	Register 2 Qr	Nos.
44	Register 4 Qr	Nos.
45	Register 6 Qr	Nos.
46	Plastic transparent file	Box
47	Sealing wax	Box
48	Brown Envelopes 14" x 10" (A3)	Box/Nos
49	Brown Envelopes 12" x 10" (A4)	Box/Nos
50	Brown Envelopes Size 10" x 7"	Box/ Nos
51	Brown Envelopes 9" x 4"	Box/Nos
52	Treasury Tags (Cotton)	Packet
53	DVD	Packet
54	CD	Packet
55	File covers	Packet
56	Plastic paper tray	No.
57	Post-it pad (small)	Packet/Nos
58	Post-it pad (medium)	Packet/Nos
59	Post-it (large)	Packet/Nos
60	Synthetic rope	Packet/Nos
61	U Clips small	Packet
62	U clips medium	Packet
63	U clip large	Packet
64	U clip holder	Packet/Nos
65	Gift Wrapping paper	Nos.
66	Multi color sticky flag	Packet/Nos
67	AA battiers	Packet/Nos
68	AAA Battries	Packet/Nos
69	A27 Batties	Packet/Nos
70	button cell 2023	Packet/Nos
71	Colour Paper (A4 size, Orange color)	Packet/Nos
72	Colour Paper (A4 size, Green color)	Nos.
73	Glass paper weight	Nos.
74	carbon paper	Box / Carton
75	program stand	Nos.
76	calculator	Nos.
77	File Band	Nos.
78	Notice Board (3X4)	Nos.

Annexure-II

Tender No. MUS/886/01/2022

Dated:.....

ANNUAL RATE CONTRACT FOR SUPPLY OF STATIONERY ITEMS

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:

Annexure-III

Tender No. MUS/886/01/2022

Dated:.....

ANNUAL RATE CONTRACT FOR SUPPLY OF STATIONERY ITEMS

Financial Bid Proforma

(Bidder's description format summary)

Name of the Company:

Sl. No.	Stationery Item	Quantity	Price and brand
1	Photocopy paper (A-4) size	Box / Carton	
2	A-4 Size Photo paper	Box / Carton	
3	Ball pen Faber Castell (Black, Blue, Green, Red)	Packet/Nos	
4	Pilot pen V7 (Black & Blue)	Packet/Nos	
5	Pilot pen V5 (Black & Blue)	Packet/Nos	
6	Uni ball pen fine tip (Red and green)	Packet/Nos	
7	Pen Stand big	No.	
8	Pencil Faber Castell	Packet/Nos	
9	Sharper	Packet/Nos	
10	Eraser small	Packet/Nos	
11	Note pad for meeting A7	Packet/Nos	
12	Shorthand Note Book	Packet/Nos	
13	Glue stick (Fantastick) – small	Box/Nos	
14	Scissor Heavy duty	Nos.	
15	Scale (Plastic/Steel)	Nos.	
16	Rubber band (small)	Packets	
17	Rubber band (Big)	Pkts	
18	Stapler small	Nos.	
19	Stapler Big	Nos	
20	Stapler pins (small)	Nos.	
21	Stapler pins (Big)	Nos.	
22	Stapler pins remover	Nos.	
23	Single hole punch	Nos.	
24	Box file ALBA Rado	Box/Nos.	
25	Binder clips Big 41mm	Nos.	
26	Binder clips Medium 32mm	Nos.	
27	Binder clips Small 25mm	Nos.	
28	Correction pen	Packet/Nos	

29	High lighter (Yellow, Green, Blue, Orange)	Packet/Nos	
30	Paper cutter Big	Nos.	
31	Thumb pin	Packet/Nos	
32	Masking tape wide	Packet/Nos	
33	Cello tape (small)	Packet/Nos	
34	Cello tape (Big)	Packet/Nos	
35	Cello tape Stand big	Packet/Nos	
36	Cello tape Stand small	Packet/Nos	
37	Three way flap closing file with band	Box	
38	Visiting card holder	Nos.	
39	CD/DVD Marker	Packet	
40	Marker (permanent)	Packet	
41	Stamp pad (small/big)	Nos.	
42	Stamp pad ink	Nos.	
43	Register 2 Qr	Nos.	
44	Register 4 Qr	Nos.	
45	Register 6 Qr	Nos.	
46	Plastic transparent file	Box	
47	Sealing wax	Box	
48	Brown Envelopes 14"x10" (A3)	Box/Nos	
49	Brown Envelopes 12"x 10" (A4)	Box/Nos	
50	Brown Envelopes Size 10"x7"	Box/ Nos	
51	Brown Envelopes 9" x 4"	Box/Nos	
52	Treasury Tags (Cotton)	Packet	
53	DVD	Packet	
54	CD	Packet	
55	File covers	Packet	
56	Plastic paper tray	No.	
57	Post-it pad (small)	Packet/Nos	
58	Post-it pad (medium)	Packet/Nos	
59	Post-it (large)	Packet/Nos	
60	Synthetic rope	Packet/Nos	
61	U Clips small	Packet	
62	U clips medium	Packet	
63	U clip large	Packet	

64	U clip holder	Packet/Nos	
65	Gift Wrapping paper	Nos.	
66	Multi color sticky flag	Packet/Nos	
67	AA battiers	Packet/Nos	
68	AAA Battries	Packet/Nos	
69	A27 Batties	Packet/Nos	
70	button cell 2023	Packet/Nos	
71	Colour Paper (A4 size, Orange color)	Packet/Nos	
72	Colour Paper (A4 size, Green color)	Nos.	
73	Glass paper weight	Nos.	
74	carbon paper	Box / Carton	
75	program stand	Nos.	
76	calculator	Nos.	
77	File Band	Nos.	
78	Notice Board (3X4)	Nos.	
		Total	
		VAT	
		Grand total	

Note: Above quoted price for stationery items (as per above list) is complete in all respect as per requirement and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

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

Annexure-V

(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/886/01/2022 dated 12.05.2022 for 'Annual Rate Contract (ARC) for Supply of Stationery items' 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: