



सत्यमेव जयते  
Embassy of India  
Muscat

**NOTICE INVITING TENDER**

for

**Annual Maintenance Contract for computers and peripherals and network equipment, EPABX system, Telephone instruments and internet & telephone cabling work in the Mission**

Tender No: MUS/885/07/2022		
Critical Dates:		
Date of Publishing	13.12.2022	(10:00 hrs.)
Bid Document Download Start Date	13.12.2022	(10:00 hrs.)
Clarification Start Date	13.12.2022	(10:00 hrs.)
Clarification End Date	02.01.2023	(11:00 hrs.)
Bid Submission Start Date	13.12.2022	(10:00 hrs.)
Bid Submission End Date	02.01.2023	(17:00 hrs.)
Date of Technical Bid Opening	03.01.2023	(15:00 hrs.)
Date of Financial Bid Opening(Online)	To be intimated later	
EMD of <b>OMR 50/-</b> to be submitted in the form of Demand draft, Pay order or certified cheque in favour of “Embassy of India, Muscat”		

**Embassy of India  
Muscat  
Jami'at Al - Dowal Al - Arabiya Street,  
Diplomatic Area, Al Khuwair,  
P.O. Box 1727, PC: 112**

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## **SECTION –I**

### **INVITATION FOR ONLINE BIDS (IFB)**

**1. Notice Inviting Tender :-** Online bids are invited from reputed Firms/Companies engaged in providing maintenance services for the following:

1.1 Annual Maintenance Contract for Computers/Printers/Servers/UTMs/FMs/UPS and other IT related peripherals, EPABX, telephone instruments installed in various offices in the Embassy of India in Muscat;

1.2 Repair and Laying of Internet/telephone cable in various offices of the Embassy;

1.3 The two bid system (Technical and Financial) shall be followed for this tender.

**2. General Scope of Work:-**

2.1 The Annual Maintenance Contract (AMC) shall cover the maintenance of the IT hardware and software infrastructure, internet/telephone cabling work and telephone system of the Embassy. This will include maintenance and troubleshooting of Linux (Fedora/Viman) and Windows based computers, maintenance of switches, Unified Threat Management (UTMs) Devices, Firewall Managers (FMs), EPABX system, telephone instruments and also coordination with OEM/Firms for support of IT devices and also coordination with OEM/Firms for support of IT devices which are under warranty. An indicative list of IT equipment in the Embassy is attached at “**Annexure-I**”. The number of equipment may vary during the contract period since older/dysfunctional equipment continue to be disposed- off and new equipment purchased by the Embassy;

2.2 The contract includes maintenance of hardware and software and repair /laying of Internet cables and telephone cables for EPABX and telephone instruments and maintenance of Firewall. The software maintenance includes, but is not limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux (Fedora/Viman), etc.); servers; browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation/ configuration/ removal of any other software approved by the Embassy. It also includes identification and removal of malware, that are not detected by anti-virus software from the computer system. Before installations of any software/hard ware, vendor has to ensure that there is no malware or bug. The contractor is also responsible for timely anti-virus upgradation on the IT systems of the Embassy;

2.3 The contractor shall provide trained engineers/technicians and should have at least certified diploma in Network/System administration in addition to B.E./B.Tech Degree with minimum five years of relevant experience in maintenance/repair of IT equipment; software trouble-shooting; internet/telephone cabling etc. Engineers/technicians should be available on all working days from 0830 hrs to 1700 hrs and on weekends, in case of emergency;

2.4 The engineers/technicians shall be Indian or Omani citizens only and shall be required to report for job if and when required and shall sign the attendance register on arrival at the Embassy;

2.5 The engineers/ technicians shall work under the instructions of the Administration or any person authorized by the Embassy and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective end users, who shall rate the quality and promptness of service;

2.6 A complaint shall be attended as early as possible and within four hours and in exceptional cases within six hours. As far as possible, the repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building without prior written authorisation of the Administration. Hard-Disks shall not be taken out of the Embassy's building under any circumstances;

2.7 The contract shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are as early as possible and attended within 4 (Four) hours and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of OMR 1/- per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged);

2.8 The maintenance and repair shall not include replacement of parts, whenever necessary, consumables and new internet/telephone cabling work. The defective equipment/item/part shall be replaced by the equipment/item/part of the same specification and in case, these are not available, the higher specification, acceptable to the Embassy, shall have to be installed. In no case, shall the defective equipment/item/part be replaced by old spares. The details of the defective equipment/item/part of those, which are replaced, will be specified in the maintenance record;

2.9 Any other maintenance work to be undertaken related to the Computers/peripherals;

2.10 The contractor, if required, shall tie-up with the Original Equipment Manufacturers (OEMs) to facilitate repair and maintenance of specialised equipment;

2.11 The contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside after opening of the system/unit); system cleaning; software updates and system hardening as directed by the Administration. A Preventive Maintenance Report shall be submitted to the coordinator every quarter;

2.12 The necessary support for maintaining malware free computer environment in the Embassy and help in upgrading the Software/Virus Detection Mechanism shall be provided by the contractor;

2.13 The contractor shall maintain Section-wise list of all the hardware as per Performa prescribed by the Embassy and update the same every quarter. Separate maintenance records for each hardware equipment shall be maintained and unique ID would be given and the list of inventory should be handed over to the Administration.

2.14 To provide original OEMs and maintain the required drivers (CDs & Floppies) for maintaining the equipment;

2.15 The contractor shall coordinate with O.E.M. for the repair/maintenance of under- warranty items (existing or purchased after signing of the contract);

2.16 The Contractor shall ensure that the engineers/technicians are in appropriate attire and possess valid ID cards of the company. In case of engineers/technicians going on leave, alternate arrangements shall be made well in advance under prior intimation to the Administration;

2.17 Maintenance and service of Firewall and EPABX system located in the Embassy.

2.18 Repair and maintenance of telephone instruments in the Embassy, as and when, required

### **3. Two Bid System (Technical and Financial):**

i. The two bid system (Technical and Financial) shall be followed for this tender. In this system, the bidder may submit their bids at Embassy addressed to Head of Chancery, Embassy of India, Muscat.

ii. The bids shall be valid for a minimum of 180 days from the last date of submission of bids. A bid for a shorter period shall stand rejected.

iii. The technical bids shall be opened on the appointed date at 3:00 PM. After scrutiny of technical bids, the Embassy shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids;

iv. The Embassy reserves the right to reduce or increase the number of items offered for maintenance contract during the currency of AMC;

v. All documents submitted shall be numbered and self-attested with the seal of the bidder;

vi. The rate quoted shall be grant total (inclusive of applicable taxes) and no discount, free services/ offers quoted shall be considered;

vii. Unrealistic rates quoted by the bidders shall not be considered. Therefore, bidders are required to quote realistic rates keeping in view the cost of service engineers including statutory compliance on the part of bidding firm on account of (i) Payment of latest notified Minimum Wages by the Govt. of Sultanate of Oman applicable for skilled/qualified person; (ii) Social security services; (iii) Bonus; etc.

viii. This tender is not transferable;

ix. Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the Services under this tender is not allowed;

x. Mere quoting lowest rate shall not amount to commitment on the part of Embassy for award of

contract;

- xi. In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;
- xii. The Embassy reserves the right to reject one or all of the bids without assigning any reason;
- xiii. The bids (complete in all respects) must be uploaded submitted in two covers (Technical and Financial Bids) as explained below :

### 3.1 "Technical Bid" (following documents to be submitted):

- i. EMD of OMR 50/- (Omani Rial Fifty only) in the form of Demand draft, Pay order or certified cheque;
- ii. Duly filled in **Annexure II**.
- iii. The bidder should be in existence for over 10 years in the business of such annual maintenance contracts. Also, the bidder should have successfully completed two AMC contracts of worth more than OMR 12000 per annum with Government Department/Embassy in Muscat during the last 5 years;
- iv. The bidder also shall have expertise and experience in LAN troubleshooting. The bidder shall have executed satisfactorily minimum one Annual Maintenance Contract of more than 100 Computers connected in LAN under Novell/Window NT environment.
- v. The bidder shall have CR No. and VAT No.
- vi. The bidder shall furnish a list of companies, organization including foreign companies in Oman, foreign embassies with whom they have a professional relationship such as carrying out repairs/AMC/internet/telephone cabling work either current or in the past;

### 3.2 "Financial Bid"

The rate may be quoted on comprehensive basis for Annual Maintenance Contract of the indicative list of equipment's (specified in Annexure I) and laying/repair of internet/telephone cabling in the Embassy of India in Muscat in the prescribed Performa at Annexure-III with proper seal and signature of bidder/authorized person.

3.3 The original hard copy of **Earnest Money Deposit (EMD)** of OMR 50/- (Omani Rial Fifty only) in the form of Demand draft, Pay order or certified cheque in favour of "**Embassy of India, Muscat**" is also required to be submitted in a sealed envelope superscribed "Tender for AMC for computers and peripherals, servers and network equipment, EPABX, telephone instruments and internet/telephone cabling work in the Embassy", on or before 02.01.2023 to **Head of Chancery, Embassy of India, Muscat**. Failing which the bids will not be considered.

## 4. Important Dates:

<b>Date of Publishing</b>	<b>13.12.2022</b>	<b>(10:00 hrs.)</b>
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<b>Date of Technical Bid Opening</b>	<b>03.01.2023</b>	<b>(15:00 hrs.)</b>
<b>Date of Financial Bid Opening(Online)</b>	<b>To be intimated later</b>	

4.1 All prospective bidders /authorized representative of the bidders who have downloaded the Tender document may send their queries, if any, through email to [admin.muscat@mea.gov.in](mailto:admin.muscat@mea.gov.in)

**4.2 Extension of last date at the Discretion of the Embassy:** The Embassy, may in its discretion extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the Mission's website and on CPP Portal (e-publish).

## **5. Opening of Technical Bid & Financial Bid :**

5.1 Online bids (complete in all respect) received along with Demand draft, Pay order or certified cheque of EMD (Physically) will be opened as per stipulated time and date indicated in Page 1 of the tender document in presence of bidders representative, if available, at Embassy of India, Muscat.

5.2 Bid received without EMD will be rejected straightaway.

5.3 A duly constituted committee will evaluate eligibility criteria of bidders.

5.4 Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

5.5 It shall be noted that required documents submitted online along with the technical bid will be perused/examined and in case of any deficiency, the technical bid will be rejected and financial bid will not be opened;

5.6 The representatives of the bidders willing to attend tender opening process will have to submit a letter of authorisation to this effect;

5.7 In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;

5.8 Bids shall be summarily rejected, if it is received other than online through Central Public Procurement Portal;

5.9 No bidders will be allowed to withdraw after e-submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

**----- End of Section I-----**

## **SECTION -II**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. The other terms and conditions:**

1.1 The bidding Company must have a minimum annual turnover of OMR 50,000. The Bidder should have been in the business for a minimum of 10 years.

1.2 The contract shall be valid for a period of 3 years (renewal on yearly basis subject to satisfactory services and mutual consent) from the date of its award, subject to satisfactory services provided by the bidder. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period;

1.3 The awardee has to provide services in Embassy of India, Muscat.

1.4 The payment for services shall be made on quarterly basis, at the end of each quarter, on the basis of satisfactory report.

1.5 The Bidder shall abide by and comply with the local Labour Laws or any other law in force in Sultanate of Oman. It is the responsibility of the contractor to ensure that all relevant laws and regulations are followed particularly with respect to payment of wages to its employees;

1.6 If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the quarterly payment made to the contractor. The decision of the Head of Chancery shall be final and binding in this regard;

1.7 At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment of the last quarter shall be released, only after successful handing over, as specified above;

1.8 The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party;

1.9 The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripheral under this maintenance contract. The contractor shall keep, in ready stock, appropriate software for the recovery of the data;

1.10 The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorised software without seeking the prior permission of the coordinator;



1.11 If any dispute(s) arises with reference to any provision of the contract, the decision of the Head of Chancery shall be final and binding;

1.12 The Embassy reserves the right to terminate the contract in case, the contractor consistently fails to provide service upto satisfactory level or on security ground;

1.13 The contractor shall have to ensure their employees during the contract have an appropriate insurance of granting compensation for unforeseen circumstances (death/permanent disablement resulting from loss of both upper limbs / lower limbs / loss of vision).

1.14 The selected bidder shall be required to sign an AMC Agreement (Annexure-V) and the applicable stamp duty shall be borne by the bidder. The agreement shall be signed within a week from the date of award of the contract by the Embassy;

## **2. Non-Disclosure Agreement and Security Clearance:**

2.1 The selected bidder shall submit a Non-Disclosure Agreement (NDA) to the effect that the bidder and the personnel deployed by the bidder shall not disclose any information/data which they may obtain/acquire while providing services to the Embassy;

2.2 All engineers/technicians deployed by the bidder shall require prior security clearance of the Embassy which shall have the right to reject any employee proposed to be deployed by service provider without assigning any reasons. The service provider shall furnish full details of these personnel as may be required to facilitate background checks;

2.3 Only permanent employees of the Company will be deputed in the Embassy. No temporary employees may be deputed in the Embassy by the contractor.

2.4 At least three years before the contract period and during the contract period, the contractor will be responsible for informing the Embassy about legal, civil, criminal, or security cases against the contractor or its employees.

## **3. Validity of Contract:**

The initial period of contract shall be for one year from 01.03.2022 which is further extendable for two more years (total three years). The rate quoted shall remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period. The period of Annual Maintenance Contract can be extended by a further period of 2 years (**renewal on annual basis**) at the same rate, terms and conditions after completion of AMC period based on the performance of the service provider and if mutually agreed by both the parties in writing;

## **4. Earnest Money Deposit (EMD)**

4.1 The tender documents shall be accompanied by Earnest Money Deposit of OMR 50/- in the form of a Demand draft (DD), Pay order or certified cheque, valid for a minimum of

six months, drawn on any Nationalized/Scheduled Bank, in favour of Embassy of India, Muscat. Bids submitted without EMD shall stand rejected. EMD shall not be accepted in the form of cash/cheque/FDR or any other form except DD. No interest shall be payable on EMD;

4.2 The scanned copy of EMD shall be submitted with the technical bid and the original may be submitted to the Head of Chancery, Embassy of India, Muscat before closing of bid submission end date & time i.e. 02.01.2023.

4.3 The EMD shall be returned to the bidder(s) whose offer is not accepted by the Embassy within 30 days from the date of signing the agreement with the successful bidder. In the case of the bidder whose offer is accepted, the EMD shall be returned on submission of Performance Bank Guarantee. However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder;

#### **5. Forfeiture of EMD:**

The EMD will be forfeited:

5.1 If the bidder withdraws the bid during the period of bid validity specified in the tender;

5.2 If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/order;

5.3 In case a successful bidder, fails to furnish the Performance Bank Guarantee;

#### **6. Amendment of Bidding Document**

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

6.2 Embassy at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids;

#### **7. Corrupt or Fraudulent Practices**

7.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics;

7.2 Embassy shall reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

7.3 Embassy may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of contract;

#### **8. Performance Security:**

8.1 Successful bidder shall deposit a "Performance Security" in the form of Bank Guarantee, FDR or Account Payee Demand Draft within a period of two weeks from the date of award of contract and valid upto six months after expiry of the contract @ 10% of the total bid value in favour of the Embassy of India, Muscat in the format attached at Annexure IV;

8.2 If successful Tenderer fails to furnish the required "Bank Guarantee" within the specified period, its EMD shall be forfeited, and the bidder shall be barred from participating in future Tenders of the Embassy;

**9. Penalty:**

9.1 The AMC shall include rectification of all Hardware and Software problems. The engineers shall have to ensure that all calls are attended as early as possible and within 4 (four) Hours and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of OMR 1/- per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged);

9.2 A Preventive Maintenance Report shall be submitted to Administration every quarter. A penalty of OMR 0.200/- per equipment not attended to under preventive maintenance, shall be levied;

9.3 The penalties, if any shall be recovered from quarterly payments/Performance Bank Guarantee;

9.4 The Embassy reserves the right to terminate the contract in case the contractor consistently fails to provide services upto satisfactory level or on security ground;

9.5 Any information security breaches attributed to the contractor's employees will attract penalties graded as per the nature and severity of the breach. The gradation of breaches and penalties attracted for each will be decided at the discretion of the competent authority in Embassy. Security breach scenario penalties may be deducted from the Performance Bank Guarantee provided by the contractor.

**10. Force Majeure :**

10.1 Embassy may consider relaxing the penalty and delivery / service requirements, as specified in this Tender Document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of a 'Force Majeure'.

10.2 Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters, act of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidders premises, etc.

**11. Governing Laws, Arbitration and Settlement of Disputes :**

11.1 All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representatives rights, duties or liability or the parties shall be referred to the sole arbitration of the Ambassador or any person nominated by him/her.

11.2 The seat of arbitration proceedings will be in Muscat and language shall be English.

11.3 The Embassy reserves the right to terminate the contract at any time, if the performance of the agency so selected is not to the satisfaction of the Embassy after giving 15 days notice. In that case the competent authority may forfeit the Performance Security Deposit.

11.4 In case of material breach of any of terms and conditions mentioned in the Tender Document, the Competent Authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Embassy in that event and the Performance Security deposit may also be forfeited.

(Praveen Kumar)  
Head of Chancery  
Embassy of India,  
Muscat

----- End of Section II -----

## ANNEXURE I

**Table No. 1 Indicative list of IT Equipment in the Embassy of India, Muscat**

<b>Sl. No.</b>	<b>Item</b>	<b>Qty*</b>
<b>1.</b>	Desktop (with windows OS & Fedora)	79
<b>2.</b>	All in One Desktop	2
<b>3.</b>	Printers/Multi-Functional printers	57
<b>4.</b>	UPS	1
<b>5.</b>	Scanner	46
<b>6.</b>	Laptop	3
<b>7.</b>	Servers	2
<b>8.</b>	Switch	8
<b>9.</b>	Router	5
<b>10.</b>	UTMs/Firewall	1

**\*Actual number of units may vary at the time of the award and during the currency of the contract.**

**ANNEXURE-II****TECHNICAL BID SHEET**

Annual Maintenance Contract for computers and peripherals and network equipment, EPABX system, Telephone instruments and internet/telephone cabling work in the Mission

S.No.	Description	Inputs of the bidder
1.	Name of the company	
2.	Name and designation of authorized representative	
3.	Communication address	
4.	Please give company's crn no	
5.	Phone no./Mobile no.	
6.	Fax e-mail l.d.	
7.	Experience in the work providing services : (particulars of experience. This shall cover the details of works of similar nature, approximate magnitude and duration carried out and/or on hand for a minimum of last 3 years)	
	Whether company has experienced and qualified technicians/engineers for maintenance and troubleshooting of Linux (Fedora/Viman) and Windows based computers, maintenance of switches, Unified Threat Management (UTMs) Devices, Firewalls, EPABX system, telephone instruments, etc.	
8.	Are you governed by minimum wages rules of the government? If yes, please give details.	
9.	<u>Particular details of the bidder's representative</u>  Name of the contact person  designation :  Phone no :  Mobile no :  E-mail ld :	

Declaration by the Tenderer:

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

Encls: 1. EMD of OMR 50/-

2. Terms & conditions as per agreement (each page must be signed and stamped).
3. Supporting documents to be attached.

(Signature of Tenderer with Seal)

Name:  
Seal:  
Address:  
Phone No.(O)

**ANNEXURE III****Financial Offer**

Annual Maintenance Contract for computers and peripherals and network equipment, EPABX system, Telephone instruments and internet/telephone cabling work in the Mission

<b>1.</b>	<b>Name of the Company</b>		
<b>2.</b>	<b>Address</b>		
<b>3.</b>	<b>Tel. No.</b>		
	<b>Fax /E-mail No.</b>		
<b>4.</b>	<b>Contact Person</b>		
<b>5.</b>	<b>Rate for AMC (inclusive of taxes) as per the Manpower requirement and indicative list of IT Equipment mentioned at Annexure-I and structured internet/telephone cabling in the Embassy of India, Muscat</b>	For maintenance of IT equipment viz. PCs, printers, networking cabling, etc.	
		Maintenance of EPABX system and telephone instrument, etc.	
		Maintenance of Firewall and related work	
		VAT	
		Grand total	

**NOTE:**

- The quoted rates are **inclusive** of taxes etc. (please indicate VAT percentage)
- Replacement of Consumables like Printer Head, Ribbons, Cartridges, batteries, floppies & CDs are not included.

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company shall be black-listed and shall not have any dealing with the Embassy of India in future.

**(Signature of authorised signatory)**

Place :

Date :

**PROFORMA FOR PERFORMANCE 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/Work 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/provide the services as mentioned/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**

### **ANNUAL MAINTENANCE CONTRACT BETWEEN THE EMBASSY OF INDIA, MUSCAT (SULTANATE OF OMAN) AND M/S ..... NEW DELHI FOR THE MAINTENANCE OF COMPUTERS, PRINTERS, SCANNERS, UPS, SERVERS, NETWORK EQUIPMENT ETC. AND EPABX SYSTEM, TELEPHONE INSTRUMENTS, INTERNET/TELEPHONE CABLING WORK IN THE EMBASSY OF INDIA, MUSCAT.**

#### **SCOPE OF THE AGREEMENT**

- 1.** The Annual Maintenance Contract (AMC), signed between the Embassy of India, Muscat (hereinafter referred to as “The Customer”) and **M/S .....**(hereinafter referred to as “The Contractor”) cover the maintenance of the IT hardware and software infrastructure and internet/telephone cabling work of the Embassy. An indicative list of IT equipment in the Embassy is attached at “Annexure-I”. The number of equipment may vary during the contract period since older/dysfunctional equipment continue to be disposed-off and new equipment purchased by the Embassy;
- 2.** The hardware are installed in various offices of Embassy of India. The contract includes maintenance of hardware and software and repair/laying of Internet cable, EPABX system, telephone instruments, Firewall, etc.. The software maintenance includes, but not limited to, troubleshooting, re-configuration, re-formatting and re-installation of operating systems (Windows, Linux (Fedora/Viman), Mac, etc.); browsers; email clients; office software; virtual machines; antivirus; data retrieval and installation / configuration / removal of any other software approved by the Embassy. It also includes identification and removal of malware that are not detected by anti-virus software from the computer system;
- 3.** All tools required for the maintenance shall be made available by the contractor at the Embassy;
- 4.** The engineers/ technicians shall work under the instructions of the Administration or any other person authorized by the customer and shall submit complaint sheets to such person for each complaint attended by them. The complaint sheet shall clearly define the nature of complaint, location of office and time taken for rectification of a complaint. The engineers are also required to get the complaint sheets signed by the respective end users who shall rate the quality and promptness of service.
- 5.** A complaint shall be attended as early as possible and within four hours and in exceptional cases within six hours. As far as possible, the repairs shall be carried out on-site itself. The equipment shall have to be repaired in-house and in no case shall it be taken out of the building without prior written authorisation of the coordinator. Hard-Disks shall not be taken out of the Embassy’s building under any circumstance;
- 6.** The contract shall include rectification of all Hardware and Software problems. The

engineers shall have to ensure that all calls are attended within 4 (four) Hour and the maximum time for repair of any system shall be up to two working days. In case of failure to do so, a penalty shall be charged for downtime at the rate of OMR 1/- per day or part thereof beyond the demarked time limit (48 hours from the time a complaint was lodged);

**7.** The contractor shall have arrangement with the Original Equipment Manufacturers (O.E.Ms) to facilitate repair and maintenance of specialised equipment, if required;

**8.** The contractor shall carry out preventive maintenance of each machine once in every three months, in order to forestall any major failure of the same. The preventive maintenance shall include physical cleaning of the equipment (both from outside and inside); system cleaning; software updates and system hardening as directed by the coordinator. A Preventive Maintenance Report shall be submitted to the Administration every quarter. A penalty of OMR 0.200/- per equipment not attended to under preventive maintenance, shall be levied;

**9.** If any damage/loss of equipment is caused by the contractor or any of its representatives, an amount equivalent to the loss, so caused, shall be recovered from the quarterly payment made to the contractor. The decision of the Head of Chancery shall be final and binding in this regard;

**10.** The contractor shall be responsible for data recovery and data security in case of system failure and crashing of hard drive/disk/USB drive of any computer system and related peripheral under this maintenance contract. For this the contractor shall keep, in ready stock, appropriate software for the recovery of the data;

**11.** The engineers/technicians shall not change the setting of any computer and related peripherals and shall not install any unauthorised software without seeking the prior permission of the coordinator;

**12.** The contractor shall maintain Division-wise/Section-wise list of all the hardware as per Proforma prescribed by the Embassy and update the same every quarter. Separate maintenance records for each of the hardware equipment shall also be maintained;

**13.** The contractor shall coordinate with Original Equipment Manufacturer (O.E.M.s) for the repair/maintenance of under-warranty items (existing or purchased after signing of the contract);

**14.** The Contractor shall ensure that the engineers/technicians are present in appropriate attire and possess valid ID cards;

**15.** The payment for services shall be made on quarterly basis, at the end of each quarter, on the basis of satisfactory report from the coordinator. The quality of service shall be evaluated on the basis of excellent service feedback from the users;

**16.** The contract shall be valid for a total period of three years (renewal on annual basis subject to mutual consent and services of the company) from the date of its award. The rate quoted shall remain in force for the full period of the contract. No demand for revision of rate on any account shall be entertained during the contract period;

**17.** It is the responsibility of the contractor to ensure that all local laws and regulations are followed particularly with respect to payment of wages to its employees;

**18.** In case the contractor backs out midway without the explicit consent of the Embassy, he shall be liable for recovery at higher rates, vis-a-vis, those contracted with contractor, which may have to be incurred by this Embassy on maintenance of machines for the balance period of contract through alternative means. The above act of backing out shall automatically debar the contractor from any further dealing with this Embassy & the Performance Bank Guarantee amount shall stand forfeited.

**19.** At the time of completion of contract, it shall be duty of contractor to hand over all related software/drivers/maintenance records/register/inventories etc. to the coordinator. The payment of the last quarter shall be released, only after successful handing over, as specified above;

**20.** The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party;

**21.** The Bidder shall abide by and comply with the Labour Laws or any other related law in force in Sultanate of Oman. It is the responsibility of the contractor to ensure that all relevant laws and regulations are followed particularly with respect to payment of wages to its employees;

**22.** The contractor shall furnish Performance Security in the name of Embassy of India for an amount of OMR ...../- (@ 10% of the total bid value) which shall be released to the contractor on completion of the contract.

**23.** If any dispute(s) arises with reference to any provision of the contract, the decision of the Head of Chancery in the Embassy shall be final and binding.

**24.** The Embassy reserves the right to cancel the contract in case the contractor consistently fails to provide services upto the satisfactory level or on security ground.

**DURATION OF AGREEMENT:**

This maintenance contract shall initially be valid for a period of **One year** starting from forenoon of 01.03.2023 to after noon of 29.02.2024 and extendable for further period of two more years (total three years). The AMC may be extended after expiry for up to one year, on the same rates, terms and conditions, if agreed to by both the parties.

**JURISDICTION OF COURT:**

All dispute, legal matters, court matters, if any, shall be subject to Muscat jurisdiction only.

**PAYMENT:**

The total annual maintenance charges shall be OMR ...../- only) inclusive of all taxes. The charges shall be payable on quarterly basis in arrears after satisfactory certification by the coordinators or person authorized by the customer. The penalty, if any, shall be deducted from the quarterly bill of the contractor.

**For Customer:**

Signature:

Name:

Designation: Head of Chancery, Embassy of India, Muscat

**For Contractor:**

Signature:

Name: Designation:

Seal of the Company:

Signed on---- Day of-----2022.

**Witness:**

1.

2.

**ANNEXURE-VI**

**ANNUAL MAINTENANCE CONTRACT BETWEEN THE EMBASSY OF INDIA, MUSCAT AND M/S \_\_\_\_\_, FOR THE MAINTENANCE OF COMPUTERS, LAPTOPS, PRINTERS, SCANNERS, UPS, SERVER, NETWORK EQUIPMENT ETC. AND INTERNET/TELEPHONE CABLING WORK IN THE EMBASSY OF INDIA, MUSCAT.**

**UNDERTAKING FOR NON-DISCLOSURE AND SECURITY CLEARANCE**

- The Annual Maintenance Contract (AMC), signed between Embassy of India (hereinafter referred to as “The Customer”) and M/S \_\_\_\_\_ (hereinafter referred to as “The Contractor”) cover the maintenance of the IT hardware and software infrastructure and internet/telephone cabling work and EPABX system, etc. of the Embassy;
- I, the contractor, hereby undertake that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Embassy, for execution of the Annual Maintenance Contract, shall not be disclosed under any circumstances;
- I, the contractor, hereby undertake to furnish full details, as may be required, of all personnel deployed for the execution of annual maintenance contract to the Embassy, to facilitate background checks. I further undertake to immediately intimate the Embassy of any information that may come to the knowledge of the company, which may have a security implication.
- I, the contractor, hereby undertake to restrict our request for entry passes/identity cards and ask for only that many number of employees as would be actually and reasonably required. The reasonability, in this case, shall be vetted and counter-certified by CSO.
- I, the contractor, hereby undertake that we shall not change our employees frequently to avoid adding to the burden of vetting on the security apparatus of Govt. of India.

**For Contractor:**

Signature:

Name: Designation:

Seal of the Company:

Signed on \_\_\_\_ Day of \_\_\_\_ 2022.

**Witness:**

1.

2.