社会開発調査部報告書

SULTANATE OF OMAN

MINISTRY OF COMMUNICATIONS
DIRECTORATE GENERAL OF ROADS

CONSTRUCTION OF FLYOVER AT BARKA ROUNDABOUT BATINAH HIGHWAY

TENDER DOCUMENTS

PRIME DOCUMENT

S S F
CR(5)
97-015

PACIFIC CONSULTANTS INTERNATIONAL
FUKUYAMA CONSULTANTS INTERNATIONAL

March, 1997

PRIME DOCUMENT

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J/1382694

INVITATION TO TENDER

FOR

CONSTRUCTION OF FLYOVER

Tenders are invited, by the Tender Board, from suitably experienced Contractors registered with Tender Board for:

CONSTRUCTION OF FLYOVER AT BARKA ROUNDABOUT

all as described in, and in accordance with the terms of the attached documents.

The Tenders and all supporting documents should be submitted in an envelope sealed with red wax, endorsed only as follows:

TENDER FOR CONSTRUCTION OF FLYOVER AT BARKA ROUNDABOUT

The envelope should be delivered on the date and time as specified in the advertised invitation on this Tender and should be addressed to:

H.E. The Chairman
Tender Board
P.O. Box 787, Muscat
Postal Code 117
Sultanate of Oman

The exterior of the envelope should bear no indication or marking which may reveal the identity of the Tenderer.

All copies of the Tender Drawings, which shall not be defaced or mutilated in any way, must be parcelled separately and labelled:

DRAWINGS ONLY FOR CONSTRUCTION OF FLYOVER AT BARKA ROUNDABOUT

The Tender Board is not bound to accept the lowest tender and reserves the right to reject any or all Tenders without assigning any reason.

INSTRUCTIONS TO TENDERERS

1. Tenderers must visit the site and obtain for themselves, at their own expense, all information that may be necessary for preparing the tender. They must carefully examine all the tender documents and satisfy themselves as to the tasks, obligations and responsibilities to be undertaken in the contract.

2. The Tender Documents forming part of this Tender are as follows:

(i)	PRIME DOCUMENT	-	Instructions to Tenderers
		-	Form of Tender and Appendix Forms of Agreement and Appendices "A" and "B"
		-	Form of Tender Bond
		-	Form of Performance Bond
		-	Form of Advance Payment Bond
		-	List of Drawings
(ii)	VOLUME I	-	Special Specification
		-	Bill of Quantities
(iii)	VOLUME II	-	Drawings
(iv)	AND	-	Addenda, circular letters, telexes and taxes (if any) issued by the Tender Board.

3. Tenderers are required to attach along with Prime Document, when submitting their tender, the Tender Bond and other data required to validate tenders listed in item (8) of the Instructions to Tenderers.

4. Amendments to the Tender Documents may be issued to tenderers before the date of submission of tenders for the purpose of amending or clarifying the documents. Should there be any doubts, queries or obscurity as to the meaning of the Tender Documents or as to anything to be done under the contract or concerning these Instructions, any other matter, the tenderer must set-forth in writing such doubt or obscurity and deliver the same to the Tender Board not later than (14) days before the date fixed for the submission of tenders.

   If considered appropriate, a reply will be given in the form of a Circular Letter or Addendum to the Tender Documents, which vill be distributed to all tenderers to whom documents have been issued and will become part of the Tender Documents.

   Neither the Tender Board nor any of its employees, nor any agent or servant of the

Employer has any authority to make representation or explanation as to the meaning of the documents, or as to any other matter or thing concerning the contract, so as to bind the Employer or to bind or fetter the judgment or discretion of the Engineer in the exercise of his powers and duties under the contract, except in so far as the Tender Board may issue a Circular Letter or Addendum to tenderers amending or explaining the documents.

5. The filling-in and completion of the Form of Tender and the Bill of Quantities shall be done in ink. The Bill of Quantities shall be fully priced in Omani currency to show the amount of the tender. Items against which no rate is quoted must be filled-in NIL' in the cash column and will not be paid for by the Employer when carried out and shall be deemed to be covered by the other rates in the Bill of Quantities.

   The rates and prices set down against the items in the Bill of Quantities shall be for the full inclusive value of the finished work described and shall include for profits and all obligations and responsibilities of every kind arising under the contract.

6. The Tender Bond in the amount not less than 2% of the total Tender Value or lump sum amount of 65,000 O.R. (or highest alternative if any) shall be submitted with the bid and this shall remain valid for ninety (90) days from the date specified for opening of tenders and will be returned when a tender has been accepted by the Employer (after a satisfactory Performance Bond has been provided by the successful tenderer in the case of accepted tender).

7. The tenderer shall complete the Form of Tender, the Appendix to the Form of Tender, the Bill of Quantities, Schedules and shall sign, date and stamp all the pages in the documents. The tender must be signed by the duly appointed principal fully authorized to represent and bind the tenderer. Any incomplete or improper tender may be rejected.

8. In addition to the Tender Documents issued for tendering purposes, the tenderer must provide and properly bind in at the end of this Prime Document the following supplementary documents:-

   a) Name and address of the tenderer's agent resident in the Sultanate of Oman.

   b) The Tender Bond

   c) Details of any alternative offer submitted.

   d) Details of tenderer's proposed programme including a description of proposed method of working.

   e) Statement of the proposed site organization giving the details of supervisory and technical staff along with their qualifications and previous experience together with the estimated skilled and unskilled labour to be employed, showing separately Omani Nationals recruited in Oman and others.

      N.B. :- Reference to Clause 34(I) of the Conditions of Contract, tenderers

engaging higher proportion of Omani labour and staff shall be given preferential consideration.

f) Statement listing details and types of constructional plant proposed to be used showing separately plant owned and plant to be acquired or hired. Such list must be in accordance with "the Work Schedule". Information shall be given in the form provided.

g) The proposals for providing accommodation for the contractor's staff and labour force, and for offices, workshops, etc., together with the layouts and areas of land for the provision of such facilities.

h) List of sub-contractors and suppliers including local firms proposed to be employed and a description of the parts of the works on which they are to be employed together with proof of their past experience.

i) A list of all major works of similar nature which the tenderer has completed within the past five years and of all works which are presently under construction, giving the name of the Client, Consultant, location, value, duration, and date of completion.

j) A statement of tenderer's financial standing, including the name and address of his bank together with the authority to approach his banker for relevant information and comment.

k) A list of the sources from which it is proposed to obtain materials locally produced / overseas source.

Tenderers are to note that they should purchase all whatever needed for materials, equipment, etc., from the Omani local products provided that their quality satisfies the requirements of the contract specifications and to give priority to Omani products over similar foreign products as long as the difference in price is not greater than 10%.

Any breach of this Clause by the successful tenderer or his sub-contractors or suppliers will be considered as breach of the Conditions of Contract, and a penalty of not more than 20% of the purchased products will be applied.

It is not allowed for any contractor, executing Government Projects, whether he is a main or sub-contractor, to construct a productive unit to meet his requirements for the project, but he should purchase all his requirements from the local production unless the Ministry of Commerce & Industry gave him the permission to do so due to non-availability of these products in the local production.

Any breach of this obligation will subject the contractor to the penalties stated in the Law of Organizing and Encouraging the Industry, 1978.

The Contract may be terminated with any supplier or contractor and he may be prevented from working with the government for at least one year in case of cheating by submitting untrue data concerning the products and that includes putting labels of local products on foreign products.

Projects financed by foreign investors could be exempted from these regulations.

l) A statement in writing certifying that the tenderer has visited the site and familiarized himself with all conditions which may affect his tender and that he has no queries on any matter concerning the contract in compliance with Clause (11) of Standard Conditions of Contract.

m) A statement giving the name(s) of the person(s) authorized to sign Agreements on behalf of the Company.

n) A statement of unresolved doubts regarding the meaning of anything contained within the Tender Documents and the interpretation relied upon by the tenderer.

o) A copy of each Circular Letter / Addendum, if any, issued by the Tender Board, appropriately endorsed by the tenderer.

p) A detailed list of accommodations for his work people.

q) A forecast of anticipated interim valuations related to the proposed work schedule, taking into account the annual cash-flow inserted by the Employer in item 19 of the Appendix to the Form of Tender.

It is emphasized that any tender not accompanied by all the required documents may be rejected.

9. The Tender Board is not bound to accept the lowest or any tender and reserves the right to reject any / all tenders without assigning any reason or financial implication.

10. The successful tenderer shall produce detailed analysis of the unit prices of various items when called for.

11. Alterations to the Form of Tender and associated documents shall not be permitted. Any alteration other than the filling-in of blanks intended for that purpose or failure to comply with these instructions may result in the rejection of the tender.

Any alteration to a rate or amount made by the tenderer during the preparation of the tender must be initialled by the tenderer prior to submission.

12. Tenders must be submitted solely on the basis of the Tender Documents and must be free of any qualifications. Should a tenderer wish to submit an alternative offer, such offer must be additional to and completely separate from the unqualified tender.

13. The Bill of Quantities will be examined prior to the signing of the contract in order that

the items are correctly extended at the rates quoted. Should any arithmetical error be found, it will be corrected and the Contract Value will be amended accordingly. The tenderer will be informed of any arithmetical adjustment made should the Tender Board wish to further consider his tender. Unit Prices shall prevail in arithmetical errors of extension.

14. Reference mentioned in the specification which are not relevant to the works contained in this contract are deemed to be not applicable.

15. The Tender Board will not be responsible for any expenses or loss which may be incurred by any tenderer in the preparation, submission of his tender.

16. The determining of the unit price is to be made by the tenderer at his own cost and responsibility and in no case will he be entitled to claim for reasons of ignorance.

17. Manufacturer & Reference : In accordance with Article (13) of Royal Decree 86/84 tenderers should disregard all references to specific manufacturers or brand names which may appear in the Tender Documents.

18. Standards Reference numbers of AASHTO, ASTM, ASA, BS or any other standards stipulated in these specifications shall be deemed to mean the latest revisions of such standards current at the time of tender.

19. The tenderer is reminded that it is of extreme importance that the additional documents, listed in Clause (8) of these Instructions, be bound into the Prime Document and submitted with the tender. Any tender not accompanied by the appropriate information may be rejected.

20. This contract is to be a fixed price contract and the tenderer must include in his rates and prices an allowance for any possible increases in the cost of labour, material and constructional plant, which may occur after the submission of the tender and during the period of the contract except for increase which may be reimbursable under Clause (70) of the Standard Conditions of Contract.

21. The successful tenderer will be required to provide a Performance Bond in the prescribed form included in this Document (as defined in Clause (10) of the Standard Conditions of Contract) as amended by the Royal Decree 56/89, to the value of five percent (5%) of the Contract Value named in the Letter of Acceptance, valid for the whole of the construction and maintenance period. The Performance Bond will be retained by the Employer during the period of the contract and will be returned at the end of the maintenance period.

22. Tenders shall remain valid for acceptance for (90) days from the last date fixed for submission of tenders.

23. The sets of documents containing the tender must be enclosed in a sealed envelope or package clearly endorsed with project title, and be addressed and delivered as specified

in the Invitation to Tender. The exterior of the sealed envelope or package must not reveal the identity of the tenderer.

24. The tenderer shall conform to the Laws of the Sultanate of Oman and his attention is drawn to the Law governing Employment.

All arrangements which affect the engagements transport, paying, feeding and housing of labour and other matters connected therewith shall be subject to the regulations and codes of the Sultanate of Oman now in force or which may be made from time to time during the period of the contract.

The tenderer's attention is particularly drawn to the following Regulations, briefly summarized below in respect of accommodation and importation of labour, and the tenderer is advised to examine these Regulations in detail before submitting his tender.

a) Royal Decree 13/77, which states that no foreign contracting company working in the Sultanate of Oman, with the exception of those granted special license by the Ministry of Commerce & Industry, may build or establish any housing scheme for the benefit of their employees and workmen. Housing accommodation should be rented.

b) Ministry of Health Ministerial Decision 1/75, which imposes precise rules for labour imported from outside the Sultanate of Oman.

c) The Laws governing Employment : The contractor shall make every effort to employ Omanis of the requisite skills for the execution of the project. In the event of insufficient / non-availability of skilled labour of any category of labour, and if the contractor wishes to employ nationalities other than Omanis, he must ascertain from concerned Ministry whether the necessary entry permits for these particular categories of labour could be obtained. No foreign labour shall be employed without the necessary approval by the concerned authority.

25. The contractor shall be required to obtain all necessary Government permits and pay all charges and fees in connection thereto.

26. Persons, firms or companies proposing to tender (including any of their servants or agents) will be granted permission by the Employer to enter upon his premises and lands for the purpose of inspection in connection with the proposed tender, but only on condition that such persons, firms or companies will release and indemnify the Employer and his servants and agents, from and against all liability in respect of, any personal injury (whether fatal or otherwise), loss or damage to property and any other loss damage, costs of which, but for the exercise of such permission, would not have arisen-

27. The Tenderer may modify or withdraw his bid after tender submission, provided that the modification or notice of withdrawal is received in writing by the Tender Board prior to the prescribed deadline for submission of tenders.

The Tenderer's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 23 for the submission of tenders, with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

No tender may be modified subsequent to the deadline for submission of tenders.

Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in the forfeiture of the Tender Bond.

28. Tenders will be opened by the Tender Board at the time and date specified in the invitation to Tender. Tenders will be checked and evaluated by the concerned authorities in accordance with the procedures followed by the Tender Board. Tenders for which acceptable notice of withdrawal has been submitted shall not be opened.

29. Any effort by the tenderer to influence the Employer in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in the rejection of the tenderer's tender.

30. To assist in the examination, evaluation and comparison of tenders, the Tender Board/Employer may ask tenderers individually for clarification of their tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Tender Board/Employer during the evaluation of the tenders.

31. If the tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the Tender Board, and may not subsequently be made responsive by the tenderer having corrected or withdrawn the nonconforming deviation or reservation.

SCOPE OF WORKS

The Scope of Work comprises of the Construction of Flyover at Barka Roundabout, Batinah highway, Sultanate of Oman (see attached location map on page 28).

The work for this project includes the construction, completion and maintenance of the highway structures and other ancillary works. The contractor shall be fully responsibly for the supply, transport, storage and maintenance of materials, labour, plants etc in connection with the works, and carry out such tasks as surveys, setting out, excavation and other preliminaries, temporary works, traffic control and its related safety measures, construction of permanent works, finishing and electrical facilities; and maintenance works for a period of 12 months from the issue of the certificate of completion.

The works shall consist of :

1) Flyover
   - construction of flyover bridges
   - construction of retaining walls

2) Service Road
   - construction of service roads

3) Drainage
   - proper restoration of affected drainage facilities

4) Highway Facilities
   - removal, relocation and delivery to the concerened authorities of the existing highway facilities such as steel guard rails, road signs and trees

5) Utilities
   - protect, uphold or relocate existing utility lines and existing street lighting

6) Ancillary Works

7) Street Lighting

CONDITIONS OF CONTRACT

The Conditions of Contract shall be those contained within the Sultanate of Oman Standard Documents for Building ad Civil Engineering Works (Third Edition) July 1981 as prepared by the Ministry of Finance, Financial Affairs Muscat, Sultanate of Oman.

Tenderers are deemed to be in possession of their own copy of this document at tender stage and to be fully aware of and to have understood the contents therein. The Arabic version of this document shall be signed between the Employer and the Contractor.

CONDITIONS OF PARTICULAR APPLICATION

Definitions 1. (1) *In the Contract, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires : -*

(a) *"Employer" means the Government of the Sultanate of Oman and the legal successors in title to the Employer who will employ the Contractor. The address of the Employer shall, for the purpose of the Contract, be deemed to be*
Ministry of Communication
P.O. Box No.684, Muscat Postal Code 113

(b) *"Contractor" means the person or persons, firm or company whose tender has been accepted by the Employer and includes the Contractor's representatives, successors and permitted assigns.*

(i) *Name and full address in the Sultanate of Oman (including Company Registration Particulars)*
.....
.....

(ii) *Registered address of Head Office (if different from above)*
.....
.....

(c) *"Engineer" means*
Directorate General of Roads

or other person, persons or firm appointed from time to time by the Employer and notified in writing to the Contractor to act as the Engineer for the purposes of the Contract in place of the said Engineer.

(i) *Full address in the Sultanate of Oman (including Registration Particulars)*
.....
.....

(ii) *Registered Address of Head Office (if different from above)*
.....
.....

SPECIFICATION

The Specification shall be that contained within the Sultanate of Oman General Specification for Roads, April 1994 and Volume 1 and Volume 2 of Highways Design Manual February 1994.

Tenderers are deemed to be in possession of their own copy of this specification and manual at the tender stage and during construction stage to be fully aware of and to have understood the contents therein.

MEASUREMENT OF WORKS

The Bill of Quantities contains estimated quantities only, therefore Clause 55 of the Conditions of Contract will be applicable and Clause 56 not apply.

LIST OF EQUIPMENT PROPOSED TO BE USED ON THIS PROJECT

Description	Manufacturer's Name	Year of Manufacture	Model	Quantity	Size Capacity	Now Onward Check		Present Location
						Yes	No	

We, the undersigned hereby declare that the above information forms part of the Tender, and guarantee that we will provide additional equipment to that which is listed above by type and in number as necessary to ensure proper execution of the works within the contract period.

(Signature)

LIST OF PERSONNEL PROPOSED TO BE ENGAGED ON THIS PROJECT

The Contractor shall give below details of the personnel he proposes to engage on the contract, together with the planned organisational structure :

Position	Oman National	Expatriate	TOTAL
Site-Agent			
Engineer			
Supervisor			
Foreman			
Land Surveyor			
Quantity Surveyor			
Accountant			
Technician			
Clerk			
Equip'nt Oper. Heavy			
Equip'nt Oper. Light			
Mechanic			
Carpenter			
Electrician			
Steel Fitter			
Skilled Labour			
Unskilled Labour			
Cooks			
Guard			
Others			
TOTAL			

SHORT DESCRIPTION OF WORKS : Construction of Flyover at Barka Roundabout Batinah Highway

FORM OF TENDER

(Notes: The Appendix forms part of the Tender. Tenderers are required to fill up ALL the blank spaces in this Form of Tender and Appendix).

To: H.E. The Chairman of the Tender Board
P.O. Box 787, Muscat Postal Code 113

Gentlemen.

1. Having examined the Instructions to Tenderers, Drawings, Standard Conditions of Contract, Specification and Bill of Quantities for the execution of the above-named Works, we, the undersigned, offer to execute, complete and maintain the whole of the said Works in conformity with the said Instructions, Drawings, Standard Conditions of Contract, Specification, and Bill of Quantities Schedule of Rate for the sum of Rials Omani.....*
.....
.....(RO. .....)
or such other sum as may be ascertained in accordance with the said Conditions.

2. We undertake If our Tender is accepted to commence the Works within 30 days of receipt of the Engineer's order to commence, and to complete and deliver the whole of the Works comprised in the Contract within 660 days calculated from the last day of the aforesaid period in which the Works are to be commenced.

3. If our Tender is accepted, we will obtain the guarantee of a locally registered Insurance Company or Bank (as required in the Sultanate of Oman Standard Conditions of Contract for Building and Civil Engineering Works 3rd Edition) to be jointly and severally bound with us in the sum of 5 per cent of the Contract Value for the due performance of the Contract under the terms of a Performance Bond to be approved by you.

4. We agree to abide by this Tender for a period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. In the event of our Tender being accepted and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding obligation upon us.

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

7. We acknowledge receipt of the following circular letters : -

Reference Number of Letter	*Date*
1.	.....
2.	.....
3.	.....

and confirm we have taken account thereof in our Tender

** Delete where not applicable*

APPENDIX TO THE FORM OF TENDER

	CLAUSE	
1. Language	*: 5(1) (a)*	*The language in which the Contract Document have been drafted.*
2. Amount of Performance Bond or Guarantee	*: 10*	*5 % of the Contract Value.*
3. Minimum Amount of Third Party Insurance	*: 23(2)*	*R.O. 100,000*
4. Period for Commencement from Engineers order to commence	*: 41*	*30 days.*
5. Time for completion	*: 43*	*660 days.*
6. Amount of Penalties for Delay	*: 47(1)*	*R.O. 2,500 per day.*
7. Period of Maintenance	*: 49(1)*	*365 days.*
8. Quantities	*: 55*	*Estimated Quantities**
9. Percentage for Adjustment of P.C. sums contained within provisional sums.	*: 59(4)(c)*	*.....per cent.*
10. Advance Payment	*: 60 (2)*	*10 % of the Contract Value excluding Sums for Contingencies.*
11. Recovery of Advance	*: 60(2)*	*10 % of the Total Interim Certificate Value up to the amount of the Advance.*
12. Payment for Materials at Site	*: 60(4)(b)*	*80 % of the net value delivered to site.*
13. Minimum Amount of Monthly Interim Certificate	*: 60(4)*	*N/A*
14. Time within which payment is to be made after Certificate	*: 60(5)(a)*	*60 days*
15. Percentage of Retention Money	*: 60(7)*	*10 % of the Gross Interim Certificate.*
16. Limit of Retention Money	*: 60(7)*	*5% of Contract Value.*
17. Payment of Retention Money	*: 60(8)*	*50 % upon issue of the Certificate of Completion 50% after the Period of Maintenance.*
18. Interest for delay of payment	*: 60(9)*	*7 % per annum*
19. Cashflow	*: 60(13)*	

Yearly Cash Flow	*19*	*19*	*19*	*19*	*19*
% of Contract Value	.....%	.....%	.....%	.....%	.....%

Dated This ..... *Day of* ..... *19*.....
Signature ..... *in capacity of* .....
Duly authorised to sign Tenders for and on behalf of .....
.....

(IN BLOCK CAPITALS)

Address ..... *Witness* .....
....
..... *Occupation* .....

**(Delete where not applicable)*

FORM OF AGREEMENT

THIS AGREEMENT made on the .....day of ..... 19 .....
BETWEEN The Government of the Sultanate of Oman
Represented by Ministry of Communications
.(hereinafter called "the Employer") of the one part and.....
.....of.....
..... (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain works should be executed viz:
The Construction of Flyover at Barka Roundabout, Batinah Highway
and has accepted a Tender by the Contractor as summarised at Appendix B "Summary of Contract Value" for the execution, completion and maintenance of such Works.

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 Standard Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz : -

(a) The said Tender,
(b) The Conditions of Contract,
(c) The Drawings,
(d) The Specification,
(e) The Bill of Quantities,
(f) The Letter of Acceptance
(g) The Instructions to Tenderers
*(h) .....**

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, complete and maintain the Works 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, completion and maintenance of the Works, the Contract Price at the times and in the manner prescriber by the Contract and as stated in the Cashflow contained in the Appendix A to the Tender.

**other additional documents as required*

IN WITNESS whereof the parties hereto have hereunder set their respective hands and seals on the day and year first above written.

Signed by a duly authorized Signatory for and on behalf of the Government of the Sultanate of Oman .....

Witness .....

Witness .....

Signed by a duly authorized Signatory for and on behalf of the Contract .....

Witness .....

Ratified in accordance with the Sultani Decree No. 48/76 as amended

.....
Ministry of National Economy
The Deputy Chairman
of Financial Affairs and Energy Resources Council
Supervisor of the Ministry of Finance

.....
Under Secretary
Financial Affairs
Ministry of Finance

APPENDIX "A" TO FORM OF AGREEMENT

CONSTITUTION OF COMPANY

1. ***International Companies :***

The Contractor shall prior to the signature of the Form of Agreement submit notarially authenticated copies of the original documents defining the constitution of the Company, powers of attorney and other relevant documents. In the case of a Partnership or Firm these documents shall be duly authenticated extracts from the partnership deed or other documents.

These documents shall also show by what persons and what manner contracts may be entered into and what persons are directly responsible for the due execution of such contracts and can give valid receipts together with specimens of their signatures.

An overseas power of attorney of a foreign signatory to the Tender shall have been endorsed by an approved Omani authority (such as an Embassy).

A Contractor intending to undertake the Contract jointly with or in association with another firm or firms including firms or persons acting in an advisory or consultative capacity shall submit a statement showing how the contract commitment will be undertaken and the exact relationship between each of the parties.

The name and address of the Contractor's agent resident in Oman (if applicable).

2. ***Omani Companies :***

The Contractor shall prior to the signature of the Form of Agreement submit details of the nature of the company, i.e., partnership, limited liability, joint venture, joint stock, together with the commercial registration number.

These documents shall also show by what persons and in what manner contracts may be entered into and what persons are directly responsible for the due execution of such contracts and can give valid receipts together with specimens of their signatures.

APPENDIX "B" TO FORM OF AGREEMENT

SUMMARY OF CONTRACT VALUE

BILL No .	*DESCRIPTION*		*R.O.*	*BZ .*
1	*Preliminaries*	:		
2	*Earthworks*	:		
3	*Granular and stabilized subbase, Basecourse and stabilized subgrade*	:		
4	*Bituminous Pavement*	:		
5	*Concrete and Concrete structure*	:		
6	*Structural steel and other Metal work*	:		
7	*Paint*	:	*N/A*	
8	*Drainage and Service ducts*	:		
9	*Slope protection and stabilisation*	:		
10	*Piling*	:	*N/A*	
11	*Bridge bearing, expansion joints, joint seal and fillers*	:		
12	*Sidewalks, paved areas and curbs*	:		
13	*Safety barriers, delineators and fences*	:		
14	*Highway signs and road markings*	:		
15	*Electrical installations*	:		
16	*Landscape and irrigations*	:	*N/A*	
17	*Utilities*	:		
18	*Plant and Equipment*	:	*N/A*	
19	*Dayworks*	:		
	Sub-total			
	Contingencies (10%)			
TOTAL CONTRACT VALUE (R.O.)				
	Value of Preliminaries			
	Value of Measured Works			
	Value of Provisional Sum		*88,000./-*	
	Value of Dayworks			
	Value of Contingencies			
TOTAL CONTRACT VALUE (R.O.)				

FORM OF TENDER BOND

H.E The Chairman
Tender Board
P. O. Box 787, Muscat
Postal Code 113
Sultanate of Oman

Tender Bond No. .....

By this bond we, ...
whose address is.....
hereby guarantee Messrs.....
of.....
and hold at your disposal the sum of R.0. .....
being .....*% of the Tender Value from* ..... *until*..... *a total period of ninety (90) calendar days.*

This bond shall be free of interest and payable in cash on your first written demand in the event of the Tenderer either withdrawing his Tender within a period of ninety (90) calendar days from the date for the receipt of Tenders or failing to provide a Performance Bond within ten (10) calendar days of acceptance of the Tender whichever date is earlier without any reference to or contestation on behalf of the Contractor.

This bond should be returned to us upon its expiry or upon fulfillment of our undertaking whichever is the earlier.

Authorized Signatories

(To be issued by a locallyregistered bank)

FORM OF PERFORMANCE BOND

Ministry of Finance
P.O. Box. 506, Muscat
Postal Code 113
Sultanate of Oman.

Performance Bond No. .....

Whereas ..... (hereinafter called the Contractor) has been awarded a contract dated ..... for the construction, completion and maintenance of .... for the value of R.O.....(Rials Omani .....) by this bond, we ..... whose address is ..... are held and firmly bound unto the Government of the Sultanate of Oman represented by the Ministry of Finance and Economy, Muscat in the sum of R.O. ..... being ..... % of the Contract Value.

We agree to make unconditional payment under this bond on your first written demand without any reference to or contestation on behalf of the Contractor provided the claim is received by us on or before .....

The Guarantee will be effective from ..... and shall be valid up to ..... after which date our liability shall automatically cease.

This Guarantee should be returned to us upon its expiry or upon fulfillment of our undertaking whichever is the earlier.

Authorized Signatories

(To be issued by a locally registered bank)

NOTE TO THE CONTRACTOR

Whilst the Performance Bond is an "On First Written Demand" Bond, the Employer may, but is not bound to adhere to the following procedure. If the Employer considers that the Contractor is in default of the due performance of his duties under the Contract, then the Employer will give fourteen days written notice to the Contractor of this occurrence during which time the Contractor shall rectify such performance to the satisfaction of the Engineer.

If in the opinion of the Engineer such performance is not rectified the Engineer shall inform the Employer accordingly in writing.

The aforementioned shall not, in any manner whatsoever, alter the nature of the "On First Written Demand" Bond.

FORM OF ADVANCE PAYMENT BOND

Ministry of Finance
P.O. Box 506, Muscat
Postal Code 113
Sultanate of Oman

Advance Payment Bond No. .....

Whereas ..... *(hereinafter called the Contractor) has been awarded a Contracted dated* ..... *for the construction, completion and maintenance of* .....
.....
or the value of R.O. .....*(Rials Omani* .....*)*
and in consideration of your making an advance payment of R.O. .....
to the Contractor being .....*% of the Contract Value,*
by this bond, we .....
whose address is.....
guarantee to pay you a sum not exceeding R.O. .....
on your first written demand without reference to or contestation on behalf of the Contractor.

It is understood that our liability towards you will be progressively reduced by the amount repaid to you by the Contractor as contained in the Certificates and Payments against the said advance payment.

This bond will be effective from ..... *and shall be valid until* .....*or until the amount of the advance payment is fully recovered, whichever is later.*

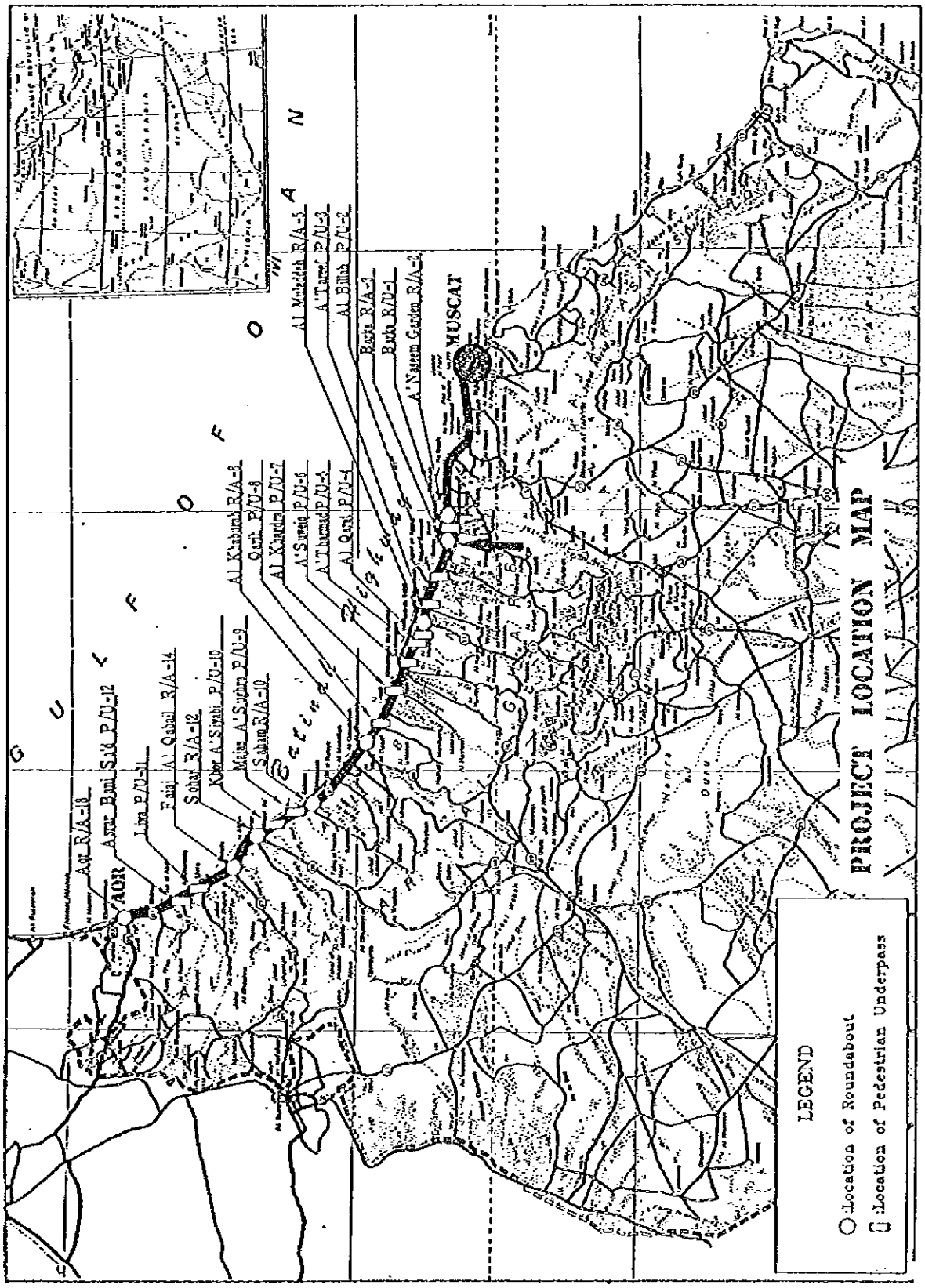
This bond should be returned to us upon its expiry or upon fulfillment of our undertaking whichever is the earlier.

Authorized Signatories

(To be issued by a locally registered bank)

LIST OF DRAWINGS

LIST OF DRAWINGS (CONTINUED)


PROJECT LOCATION MAP
LEGEND
Location of Roundabout
Location of Pedestrian Underpass
GULF OF OMAN
MUSCAT
AQR
Aqr R/A-18
Aqr Bani Sal P/U-12
Izra P/U-11
Falaj Al Qabil R/A-14
Sohar R/A-12
Khor Al Sinah P/U-10
Mina Al Sultan P/U-9
Sohar R/A-10
Al Khoud R/A-8
Qurm P/U-8
Al Khuwair P/U-7
Al Seeb P/U-6
Al Thawra P/U-5
Al Qurm P/U-4
Barka R/A-3
Barka P/U-1
Al Nasem Garden R/A-2
Al Mobelah R/A-1
Al Tarmi P/U-3
Al Bilha P/U-2

ATTACHMENTS TO TENDER

The Tenderer shall properly bind in after this page the supporting documents required under Clause No.8 of the Instruction t Tenderers. All documents shall be endorsed with the Tenderer's official company stamp. Any Tender which does not comply with this instruction, or is any supporting documents are not submitted, the Tender may be rejected.