



**C-010-17**

**CONSOLIDATION OF TELECOMMUNICATION  
SERVICES FOR ASYAD GROUP**

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## **INSTRUCTIONS TO TENDERER**

### **1. Definitions**

The following definitions shall apply to the Tender Documents, Clarifications and the Tender.

- 1.1. Addenda:** Shall mean revisions by ASYAD of the Tender Documents.
- 1.2. Agency Certificate:** Shall mean the certificate issued by the Directorate of Commercial Agencies at the Ministry of Commerce and Industry establishing that the commercial agency is duly registered.
- 1.3. Alternative Tender:** Shall mean a Tender deviating from the Base Tender, including Tenders that include exceptions or qualifications to the Tender Documents.
- 1.4. Bidder:** Shall mean Tenderer.
- 1.5. Base Tender:** Shall mean a Tender strictly in accordance with the Tender Documents, without any exceptions or qualifications.
- 1.6. Clarification:** Shall mean all correspondence from ASYAD in relation to the Tender Documents issued after the Tender issue date, with the exception of Addenda.
- 1.7. Clarification Requests:** Shall mean all requests by Tenderers for Clarifications and Addenda.
- 1.8. Clarification Request Closing date:** Shall mean the latest date/time that Tenderers may submit Clarification Requests. This date shall be as stated in this tender document.
- 1.9. Commercial Registration Certificate:** Shall mean the certificate issued by the Secretariat General of Commercial Register at the Ministry of commerce and Industry, establishing that the company doing business in the Sultanate of Oman is duly registered.
- 1.10. Commercial Proposal:** Shall mean Tenderer's submission of commercial information including a completed Schedule of Prices/Rates in line with the requirements detailed in pricing section.
- 1.11. Commercial Tender:** Shall mean Commercial Proposal.
- 1.12. Contract:** Shall mean the legal and binding agreement following acceptance of the Tender and formalised by signing the Form of Agreement.
- 1.13. Discrepancies:** Shall mean any errors, discrepancy, contradiction or ambiguity within or between the Tender Documents.
- 1.14. Enquiry:** Shall mean Invitation to Tender.
- 1.15. Invitation to Tender:** Shall mean any request by ASYAD for a Tenderer to submit a Tender.
- 1.16. JV or Joint Venture:** Shall mean any form of unincorporated partnership.
- 1.17. Offer:** Shall mean Tender

- 1.18. Post Tender Clarifications:** Shall mean requests by ASYAD after the Tender Closing Date for additional information related to a Tender.
- 1.19. Quotation:** Shall mean Tender.
- 1.20. Scope of Work:** Shall mean the Work, Services or Materials which form the subject of the Invitation to Tender.
- 1.21. Technical Proposal:** Shall mean Tenderer's submission of technical information in line with the requirements details
- 1.22. Technical Tender:** Shall mean Technical Proposal.
- 1.23. Tender:** Shall mean the formal offer, (Technical and Commercial Proposal), from Tenderer for the Scope of Work in the form specified in the Tender Documents.
- 1.24. Tenderer:** Shall mean the party invited by ASYAD to submit a Tender.
- 1.25. Tender Closing Date:** Shall mean the latest date and time that Tenders may be delivered to ASYAD stated in this tender document.
- 1.26. Tender Documents:** Shall mean those documents outlined in this tender document including any Addenda thereto.
- 1.27. Tender Period:** Shall mean the period from date of issue of the Invitation to Tender until the Tender Closing Date.
- 1.28. Tender Process:** Shall mean the activities performed by ASYAD. and Tenderer in relation to the Invitation to Tender from the issuance of the Invitation to Tender by Tenderer up to award of the Contract.
- 1.29. Tender Submission Date:** Shall mean the Tender Closing Date.

## 2. General Tendering Conditions

### 2.1. Applicability

- 2.1.1. The requirements of these general tendering conditions shall apply to the Tender Process irrespective of the method of Tender submission or evaluation.

### 2.2. Tenderers Compliance

- 2.2.1. Tenderer shall comply with the requirements stated in the Tender Documents. Failure to do so may result in the Tender being disqualified.
- 2.2.2. Tenderer shall not be involved in, or attempt to be involved in, any price fixing, market sharing or collusive tendering or any similar activities, with its competitors or any other parties with the deliberate purpose to influence the award of the Contract or to attempt to eliminate or substantially reduce competition between actual or potential Tenderers, regardless of whether the competitors or other parties are invited to this Tender. Breach of this Article may lead to the Tender being disqualified,

Tenderer being disqualified from doing business with ASYAD and the filing of a formal complaint with criminal prosecution.

### **2.3. Cost of Tendering**

2.3.1. Regardless of whether a Tender or an Alternative Tender is successful or unsuccessful or the Tender Process is terminated, all costs, charges and expenses incurred by Tenderer in the preparation and submission of the Tender or Alternative Tender, including Site visits, shall be borne by Tenderer.

### **2.4. Preparation of Tender**

2.4.1. Before submitting the Tender, the Tenderer is deemed to have: -

- carefully read and acquainted himself with the Tender Documents and satisfied himself of the correctness and sufficiency of the Tender Documents and the information contained therein and understands the tasks, risks, obligations, liabilities and insurance requirements of persons and property to be undertaken in the Contract.
- Reviewed the full extent and character of the Scope of Work and specifications.
- Obtained all necessary information as to risks, contingencies and other circumstances that may influence or affect the Tender.
- acquainted himself with the laws of the Sultanate of Oman and has obtained knowledge of all applicable International and Sultanate of Oman codes and standards, statutory requirements, legislation and the like, prior to submission of the Tender.

2.4.2. Any neglect or failure on the part of the Bidder to obtain reliable information at Site or elsewhere or on any other matters affecting the execution and completion of the Services of this Contract shall not relieve the accepted Tenderer from any risks or liabilities or from the responsibilities of completing and handing over the Works/Services. No claims whatsoever for any expenses no matter how they may arise shall be considered or entertained by the Employer under the plea of lack of information.

### **2.5. Communication with ASYAD**

2.5.1. During the Tender Period, Tenderer shall not communicate with any ASYAD employee regarding the Tender. All correspondence shall be addressed to [tenders@asyad.om](mailto:tenders@asyad.om) mentioning the Tender number and Title in the subject line and shall be in English Language only.

### **2.6. Tenderer Details Sheet**

2.6.1. In order to correctly identify the Tenderer and the Tenderer's point of contact for this Tender Process, (Appendix 2) shall be completed by the Tenderer and presented, scanned and forwarded via email upon receiving this tender document.

## **2.7. Confidentiality Agreement**

- 2.7.1. On receipt of this Document, the Tenderer shall sign the attached Confidentiality Declaration (Appendix 3). The Confidentiality Declaration must be completed, signed by an authorised person, stamped with the Tenderers company stamp, and be presented, by hand or scanned and forwarded via email, to ASYAD Tender Section.

## **2.8. Discrepancies**

- 2.8.1. Tenderer shall notify ASYAD of potential Discrepancies by means of a Clarification Request.
- 2.8.2. The Tenderer shall ensure that all pages of the Tender Documents are complete and in the event that some parts or pages of the Tender Documents are missing, the Bidder should notify ASYAD through a Clarification Request immediately.

## **2.9. Clarification Requests**

- 2.9.1. Tenderer is advised to raise Clarification Requests on all matters that may result in Clarifications, Addenda and Alternative Tenders.
- 2.9.2. Tenderers shall submit Clarification Requests in writing to ASYAD before the Clarification Request Closing Date or in the absence of a Clarification Request Closing Date then ten (10) days prior to Tender Submission Date strictly in the format included in Appendix 1 of this tender document.
- 2.9.3. Although ASYAD intends to answer all clarification request, ASYAD is under no obligation to answer Clarification Requests received after the Clarification Request Closing Date.
- 2.9.4. All Clarification Requests will be answered by ASYAD either by Circulars (as an Addendum or a Clarification).
- 2.9.5. Tenderer shall confirm receipt of Clarifications or Addenda by return e-mail or fax.
- 2.9.6. No instruction, clarification or other information given verbally by any staff in ASYAD shall be binding or taken into account in preparing and evaluating tenders unless and until such instruction; clarification or information is confirmed in writing by ASYAD to all Tenderers. All addenda and circulars issued shall be recorded in the "Form of Tender".

## **2.10. Clarifications, Addenda and Circular**

- 2.10.1. ASYAD reserves the right to amend or revise the Tender Documents as and when it considers appropriate in the form of an Addendum.
- 2.10.2. Clarifications and Addenda shall be issued to all Tenderers. Addendum will form part of the Contract document.
- 2.10.3. Clarifications and Addenda shall be consecutively numbered.

2.10.4. Where Tenderer considers that an issued Clarification constitutes an Addendum, Tenderer shall immediately notify ASYAD in writing, stating reasons, for the particular Clarification to be issued as an Addendum.

### **2.11. Post Tender Clarifications**

2.11.1. To assist in the understanding, evaluation and/or comparison of Tenders, ASYAD may ask Tenderers individually for Post Tender Clarification of their Tender, including breakdown of unit rates. The Post Tender 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 arithmetical errors discovered during the evaluation of the Tenders.

2.11.2. The Tenderer may be required to provide a detailed analysis of the unit rates or prices entered by him in various items of the Schedule of Prices/Rates when requested during Tender evaluation.

2.11.3. Post Tender Clarifications shall in no way be construed as a commitment on the part of ASYAD to award a Contract.

2.11.4. In the event that the Tender is accepted, Post Tender Clarifications and their related answers where accepted by ASYAD, may form part of the Contract.

### **2.12. Tenderer's Organisation**

2.12.1. Where Tenderer's commercial status, shareholding, name, structure, or organisation alters in any way during the Tender Period, Tenderer shall immediately notify ASYAD of such changes giving full details. ASYAD, at its sole discretion, shall have the right to disqualify the Tender after any of the changes mentioned in this Article have occurred.

2.12.2. All Tenders submitted by a partnership or Joint Venture (JV) shall state the names of the partners in the partnership and the parties in the JV with their respective shares. Where requested, Tenderer shall provide a copy of the JV agreement. Only the nominated authorised representative of the partnership or JV shall sign Tenders. All parties to a JV shall be, jointly and severally, liable for obligations that may arise under the Contract.

2.12.3. The successful Tenderer will be required to provide documentary evidence of the constitution of the Company and its authorized signatories prior to signing the form of Agreement.

### **2.13. Base Tenders**

2.13.1. Tenderer shall submit a Base Tender.

2.13.2. ASYAD reserves the right to disqualify a Tenderer that does not submit a Base Tender.

### **2.14. Validity**

2.14.1. The Tender shall be valid for acceptance by ASYAD for a period of ninety (90) days from the Tender Closing Date.

### **2.15. Acceptance and evaluation of Tenders**

- 2.15.1. Tenders received after the Tender Closing Date shall not be considered.
- 2.15.2. ASYAD does not undertake to accept the lowest or any Tender.
- 2.15.3. For Supply Agreements or Fixed Term (Call Off) contracts and at its sole discretion, ASYAD may accept all or part of a Tender and/or award a contract to more than one Bidder.
- 2.15.4. If deemed necessary, and at its sole discretion, ASYAD reserves the right to condition or otherwise adjust the Tendered Rates for the purposes of internal comparison and evaluation.

### **2.16. Arithmetical errors**

- 2.16.1. Arithmetical errors are for the risk of Tenderer and shall be corrected as ASYAD sees fit.
- 2.16.2. ASYAD has the right to either accept the error or to invite Tenderer to commercially clarify the Tenders containing the arithmetical errors.

### **2.17. Letter of Acceptance and Signing of the Contract**

- 2.17.1. ASYAD may advise the successful Tenderer of the acceptance of his Tender by issuing a Letter of Acceptance to sign a Contract.
- 2.17.2. The Contract or Purchase Order shall be executed by ASYAD and Tenderer as soon as possible after the issuance of the Letter of Acceptance.
- 2.17.3. Any delay in signing the Contract or Purchase Order shall not relieve the Tenderer from its obligation to deliver the materials or commence or complete the Scope of Work in line with the Contract requirements.
- 2.17.4. ASYAD may award this tender to more than one Tenderers

### **2.18. Notice of Regret or Decline submission of Tender**

- 2.18.1. Where Tenderer does not intend to submit a Tender, Tenderer shall submit a notice of regret identifying reasons for Tenderers withdrawal on or before the Tender Closing Date. The notice of regret shall be submitted to both ASYAD tendering section and the **Secretary of the Group Internal Tender Committee – Oman Global Logistic Group SAOC- "ASYAD", Muscat.**
- 2.18.2. In the event Tenderer fails to submit a notice of regret and subsequently does not submit a Tender then ASYAD reserves the right to disqualify Tenderer for future tenders.

### **2.19. Completion and Modification of Documents**

- 2.19.1. Except as otherwise expressly provided for in the Tender Documents, Tenderer shall insert the data requested in the Tender Documents in the designated location. Under no circumstances shall the Tender Documents be otherwise altered or other data inserted.

## **3. Submission of Tenders – General Requirements**

### **3.1.1. General**



3.1.1.1. Details on the submission requirements including number of envelopes and date and time to be submitted as per the following:

3.1.1.2. The Tender shall be submitted in one (1) envelope comprising a Technical Tender and the Commercial Tender. The Technical Tender shall contain hard copies of all the required documents requested in the Tender Documents excluding any financial references and a separate electronic memory USB stick or hard drive with an electronic copy of the required documents. The Commercial Tender shall contain hard copies of all financial documents and information and a separate electronic memory USB stick or hard drive with an electronic copy of the required documents. Tenderers who fail to adhere to this requirement will result in the disqualification of their Tender.

3.1.1.3. The Tender shall be sealed in an inner envelope and shall bear the Tender name, Tender number and address to ASYAD.

3.1.1.4. The exterior of the sealed outer envelope of the Tender must not reveal the identity of the Bidder.

3.1.1.5. **The sealed envelope of Tender shall be deposited in the reception of ASYAD, 3rd Floor, Beach -1 Building, Qurum, Muscat on the date and time specified in the Invitation to Tender or such other time and date as may be notified in any Clarification.**

The Tender shall submit:

Section of Tender	Number of Copies (Clearly Marked)
Technical + Commercial	1 Original + 1 Copy + 1 Electronic copy

3.1.1.6. In the event of conflict or ambiguity between a Tender submitted in electronic format and a Tender submitted in hard copy, the hard copy shall take precedence.

#### 4. The proposed Tender Process schedule

##### 4.1.1. Tenderer shall follow

Activity	Date
Issue of Tender	14-09-2017
Pre-Bid meeting	TBA
Clarification Request Closing Date	26-09-2017
Tender Submission Date	05-10-2017

**Form of Tender**

To:

The Tender Committee Secretary  
 Oman Global Logistics Group SAOC (ASYAD)  
 Beach 1 Building, Third Floor, Qurum  
 P.O.Box 470, PC 115, Sultanate of Oman

**Tender No & Title: C-010-17; CONSOLIDATION OF TELECOMMUNICATION SERVICES FOR ASYAD GROUP**

Dear Sirs,

- 1 Having examined the Tender Documents for execution of the services as described therein, we the undersigned, offer to provide the Services in conformity with the said documents and for the sum of Rial Omani..... (R.O.....) or such other sum as may be ascertained in accordance with the Contract Conditions.
- 2 We undertake, if our Tender is accepted, to commence the Works within ..... days of receipt of the Letter of Acceptance and to comply with the agreement for the period Thirty-Six (36) months as specified in the Form of Agreement of this Document.
- 3 We agree to abide by this Tender for 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 expiration of that period or any extended period mutually agreed.
- 4 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.
- 5 We understand that you are not bound to accept the lowest or any Tender you may receive as stated in the Instructions to Bidders.
- 6 We understand that you may decide to award this tender on split bases to a number of bidders.
- 7 We shall sign the "confidentiality & Non-Disclosure Agreement" as and when demanded by ASYAD.
- 8 We acknowledge receipt of the following circular letters/addenda and confirm we have taken account thereof in our Tender, copies of which are endorsed and included in this tender offer: -

.....  
 .....

Yours faithfully for: [Tenderer company name]

Signature & date:

Full Name:

Position:

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**Form of Agreement**

This Contract (the “Contract”) is made on the ..... day of ..... 2017 (Date of Activation) by and between Oman Global Logistics Group (ASYAD), Sultanate of Oman (hereinafter referred to as First Party) with its registered office located at PO Box 470, PC 115, Madinat Sultan Qaboos.

**and**

..... (hereinafter referred to as Second Party) with its registered .....and provides as follows:

**WHEREAS**

First Party is a purchaser of Telecommunication services.

**WHEREAS**

Second Party is a Telecommunications Service Provider of all Telecommunication services ranging from Mobile to Fixed services along with the Value-Added Services as provided in details in the annexures to this Contract which shall form as part and parcel of this Contract.

**WHEREAS**

Both parties agree to work jointly to provide Telecom based services:

**1. Period**

This Contract is valid for Thirty-Six (36) months. Contract can be renewed for further period(s) on mutual agreement on same price, terms and conditions. Second Party shall notify First Party regarding renewal ninety (90) days prior to its expiry.

**2. Force Majeure**

Neither party shall be considered to be in default nor assume any liability or responsibility for consequences arising out of the interruption of their performance of the Works of this Contract by epidemics, fires, floods or any other natural disturbances and acts of God or of the public enemy, acts of any Government, civil commotion, riot, insurrection or hostilities whether or not declared war, restrictions due to quarantine, blockades or embargoes and all other causes beyond the reasonable control and expectations of either party that arise without the fault or negligence of either party and that make impossible the performance of the Contract, such circumstances shall result in excusable delay. If either party intends to rely on the provisions of this Article it shall give immediate notification to the other party with the full particulars of such event and a written notice within ten (10) days of its occurrence showing the effects of such circumstances on the Contract time schedule. The performance of the Contract shall be suspended during the inability so caused. The parties shall make all efforts to circumvent the situation of Force Majeure as soon as possible.

**3. Governing Laws**

For all purposes this Contract shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

**4. Arbitration**

In the event of conflict in interpretation or any conditions/clauses, the Contract shall take precedence over all other previous documents.

If any controversy or dispute arises between the parties with respect to the interpretation/performance of the Contract and the parties cannot resolve it between themselves either party may refer their dispute to arbitration in accordance with ROYAL DECREE 47/97 Issuing the Law of Arbitration in Civil and Commercial Disputes.

**5. Notice**

Any notice, demand or other communication (other than this Contract) which under the terms of this Contract or otherwise must or may be given or made by either party shall, unless specifically otherwise provided for in this Contract, be in writing and shall be delivered to the respective parties at such Party's address.

**6. Authorization**

Authorized people will be defined later to manage the contract as follows:

An email or fax from the Authorized Employee shall suffice for the following services:

1. Activation and end of services.
2. Temporary disconnection and Final disconnection (excluding port out and complete termination of contract).
3. Reconnection of numbers.
4. Activation of New line / circuits.
5. Set & Modification in credit limit

**7. Performance and Inspection**

1. Service Provider shall be deemed to be familiar with, and have taken full account of this Agreement and Service Provider shall perform the Services so that no act, negligence or omission by Service Provider will constitute, cause or contribute to any breach by ASYAD of any of ASYAD's obligations under the law.
2. No inspection, approval, review or comment made by ASYAD or on ASYAD's behalf in relation to Service Provider performance of the Services, and no omission to inspect or review or to disapprove or comment upon such performance, will negate or diminish any duty or liability on Service Provider part under or in connection with this Agreement.
3. ASYAD shall have the right, at all reasonable times, to monitor the performance of the Services, provided that such monitoring:
  - a) Does not obstruct, impede or delay Consultant's performance of the Services; and
  - b) Shall not be deemed acceptance of the Services (in whole or in part) by ASYAD and shall not relieve Service Provider of any of its obligations under this Agreement.

**8. Variations**

ASYAD may instruct Variations. Service Provider shall submit to ASYAD an itemised make-up of the value of Variations of the instruction. ASYAD shall and agree on the final value of the variation.

**9. Licenses and Permits**

Service Provider shall obtain and maintain, at its own risk and expense, such authorisations, permits and licenses as may be necessary for the performance of the Services and which are required to be obtained and maintained by Service Provider.

**10. IP / software**

Where, as part of the Services performed under this Agreement, Service Provider provides licensed software and shall provide ASYAD with a non-exclusive license to use the software solely for ASYAD's operational purposes.

**11. Confidential Information**

All information obtained by Service Provider for or in connection with this Agreement shall be considered confidential and shall not be used by Service Provider other than for the purposes of performing the Services, or divulged by Service Provider, its servants or agents to any person, firm or corporation other than ASYAD's designated representative.

**12. Termination**

ASYAD reserves the right to terminate this Agreement at any time by giving Service Provider written notification specifying the date of termination. ASYAD shall pay Service Provider for Services satisfactorily performed and accepted up to the date of termination. In no event, shall Service Provider be entitled to any prospective profits or any damages resulting from such termination.

Contract executed by the parties set out below.

For: **Oman Global Logistics Group SAOC (ASYAD)**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

For: **The Service Provider**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_

**1. Technical Requirements:**

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)		Connection Details (from- to)	Number of PCs	ISP
1	Oman Shipping Company	Ethernet Services	Point to Point - 16 MBPS	HQ to DR	--	OORED00
		ADSL	16 MB	in DR to bring up the service	150	OORED00
			30 MB	in Head office with static IP - Email only		OORED00
			100 MB	in head office browser		OORED00
			100 MB	in head office for Wi-Fi and as a backup line		OMANTEL
			Land Line	land line		backup phone line
			land line	backup phone line	--	OMANTEL
		PRI	100/30	Head office	--	OMANTEL
			100/30	Head office	--	OMANTEL
		Mobile	120 Lines	Company Use	--	OMANTEL

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)		Connection Details (from- to)	Number of PCs	ISP
2	National Ferries Company	ADSL	24 MB	Head office	60	OMANTEL
			24 MB + Static IP	Muttrah	14	OMANTEL
			4 MB + Static IP	Shinas	4	OMANTEL
			4 MB	Lima	2	OMANTEL
			4 MB + Static IP	Dibba	2	OMANTEL
			6 MB + Static IP	Khasab	12	OMANTEL
			12 MB + Static IP	Shannah	7	OMANTEL

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)		Connection Details (from- to)	Number of PCs	ISP
			4 mb	Khassab Terminal	4	OMANTEL
			12 MB + Static IP	Masirah	8	OMANTEL
			4 MB	Head office Backup Line	--	OOREDOO
		PRI	ISDN PRI- 10 Channels	Head office and Jibroo	--	OMANTEL
		Mobile	94 Lines		94	OMANTEL
		4G Internet	4G LTE Router - 30 GB Package	Port Sultan Qaboos Warehouse	8	OMANTEL
			4G LTE Router - 30 GB Package	Port Khasab Warehouse	2	OMANTEL
			4G LTE Router - 30 GB Package	Vessel 1	4	OMANTEL
			4G LTE Router - 30 GB Package	Vessel 2	4	OMANTEL
			4G LTE Router - 30 GB Package	Vessel 3	4	OMANTEL
			4G LTE Router - 30 GB Package	Vessel 4	4	OMANTEL
			4G LTE Router - 30 GB Package	Vessel 5	4	OMANTEL
			4G LTE Router - 30 GB Package	Vessel 6	4	OMANTEL
			4G LTE Router - 30 GB Package	Vessel 7	4	OMANTEL
		MPLS	2 MB	Ghubra-Jibroo (only for PRI use)	--	OMANTEL

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)		Connection Details (from- to)	Number of PCs	ISP
3	Oman Post	Leased Line	2 MB - LL	Head Office - Application	--	OmanTel
			1 MB - ILL	Head Office to CPO	--	OmanTel
		ADSL	16 MB	1 Branch - Head Office	More than 100 user	OmanTel
			30 MB	1 Branch - Azaiba Office	4	Ooredoo
			8 MB	1 Branch - CPO	52	OmanTel
			8 MB	1 Branch - Salalah - CPO	46	OmanTel
			6 MB	1 Branch - Nakal	2	OmanTel
			6 MB	1 Branch - Al Koudh	4	OmanTel
			6 MB	1 Branch - Al Khuwair	5	OmanTel
			4 MB	1 Branch - Muscat	3	OmanTel
			4 MB	1 Branch - Jibrooh	3	OmanTel
			4 MB	1 Branch - Mina Al Fahal	4	OmanTel
			4 MB	1 Branch - Wadi Kabir	4	OmanTel
			4 MB	1 Branch - Al Amirat	2	OmanTel
			4 MB	1 Branch - Quriyat	2	OmanTel
			4 MB	1 Branch - Seeb	4	OmanTel
			4 MB	1 Branch - Mabelah	3	OmanTel
			4 MB	1 Branch - SQU	2	OmanTel
			4 MB	1 Branch - Rusail	2	OmanTel
			4 MB	1 Branch - Jawhara	2	OmanTel
			4 MB	1 Branch - Sohar	4	OmanTel
			4 MB	1 Branch - Musannah	2	OmanTel
			4 MB	1 Branch - Maladah	3	OmanTel
			4 MB	1 Branch - Suwaiq	3	OmanTel
			4 MB	1 Branch - Bidaiah	1	OmanTel
			4 MB	1 Branch - Awabi	2	OmanTel
			4 MB	1 Branch - Rustaq	2	OmanTel
			4 MB	1 Branch - Saham	3	OmanTel
			4 MB	1 Branch - Barka	3	OmanTel
			4 MB	1 Branch - Falaj Qabaiel	2	OmanTel



No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)	Connection Details (from- to)	Number of PCs	ISP	
			4 MB	1 Branch - Shinas	2	OmanTel
			4 MB	1 Branch - Liwa	2	OmanTel
			4 MB	1 Branch - Khabourah	2	OmanTel
			4 MB	1 Branch - Sohar ind.	2	OmanTel
			4 MB	1 Branch - Burj Al Reddah	3	OmanTel
			4 MB	1 Branch - Sur	4	OmanTel
			4 MB	1 Branch - Kamil & Wafi	3	OmanTel
			4 MB	1 Branch - Ibra	3	OmanTel
			4 MB	1 Branch - Masirah	2	OmanTel
			4 MB	1 Branch - Jalan - Ali	2	OmanTel
			4 MB	1 Branch - Jalan - Hassan	2	OmanTel
			4 MB	1 Branch - Sinaw	1	OmanTel
			4 MB	1 Branch - Mudirib	1	OmanTel
			4 MB	1 Branch - Bidiyah	2	OmanTel
			4 MB	1 Branch - Ashkhara	1	OmanTel
			4 MB	1 Branch - Samad Shan	2	OmanTel
			4 MB	1 Branch - Dima & Taeen	1	OmanTel
			4 MB	1 Branch - Ibri	4	OmanTel
			4 MB	1 Branch - Burimi	3	OmanTel
			4 MB	1 Branch - Yanqul	1	OmanTel
			4 MB	1 Branch - Dhank	1	OmanTel
			4 MB	1 Branch - Al Iraqi	1	OmanTel
			4 MB	1 Branch - Al Akhdar	1	OmanTel
			4 MB	1 Branch - Sininah	1	OmanTel
			4 MB	1 Branch - Nizwa	4	OmanTel
			4 MB	1 Branch - Bahla	2	OmanTel
			4 MB	1 Branch - Bidbid	2	OmanTel
			4 MB	1 Branch - Izki	2	OmanTel
			4 MB	1 Branch - Al Hamra	1	OmanTel
			4 MB	1 Branch - Adam	2	OmanTel
			4 MB	1 Branch - Manah	2	OmanTel

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)	Connection Details (from- to)	Number of PCs	ISP	
		4 MB	1 Branch - Samael	4	OmanTel	
			1 Branch - Bukha	1	OmanTel	
			1 Branch - Diba	2	OmanTel	
			1 Branch - Madha	1	OmanTel	
			1 Branch - Al Saadah	1	Omantel	
			1 Branch - Al Dhariez	1	Omantel	
			1 Branch - Oqadin	1	Omantel	
			1 Branch - Taqa	1	OmanTel	
			1 Branch - Mirbat	1	OmanTel	
			1 Branch - Thamrait	1	OmanTel	
			1 Branch - Mudhaibi	2	OmanTel	
		4G Internet for branches	3G LTE Router - 15 GB Package	Branch - Madha	1	OmanTel
			3G LTE Router - 15 GB Package	Branch - Jabal Al Akhdar	1	OmanTel
			3G LTE Router - 15 GB Package	Branch - Hima	2	OmanTel
			3G LTE Router - 15 GB Package	Branch - Sadah	1	OmanTel
			3G LTE Router - 15 GB Package	Branch - Tiwi Aatair	1	OmanTel
			3G LTE Router - 15 GB Package	Branch - Madinat Al Haqq	1	OmanTel
			3G LTE Router - 15 GB Package	Branch - Qairun Hirty	1	OmanTel
			3G LTE Router - 3 GB Package	Branch - Al Jazer	1	OmanTel
			4G LTE Router - 30 GB Package	Branch - Khasab	2	Ooredoo
		Land Line	94 Line	Branches and head office		OmanTel
PRI	100/30	Head office use.		OmanTel		

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)	Connection Details (from- to)	Number of PCs	ISP	
N o	Compa ny	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)	Connection Details (from- to)	Number of PCs	ISP	
4	MWASALAT	Leased Line	Not Available	--		
		ADSL	4MB– one static IP	Ruwi Branch	3	Omantel
			4MB + 1 Static IP	Sur Branch	1	Omantel
			4MB+ 1 Static IP	Mabillah Branch	1	Omantel
			4MB+ 1 Static IP	Burj Sahwa Branch	1	Omantel
			4MB+ 1 Static IP	Ibra Branch	1	Omantel
			4MB + 1 Static IP	Sohar Branch	2	Omantel
			4MB+ 1 Static IP	Nizwa Branch	1	Omantel
			4MB + 1 Static IP	Ibri Branch	1	Omantel
			4MB + 1 Static IP	Haima Branch	1	Omantel
			4MB + 1 Static IP	Salalah Branch 1	3	Omantel
			4 MB + 1 Static IP	Salalah Branch 2	1	Omantel
			40MB + 1 Static IP	Azhabia HQ	85	Omantel
			4MB basic+ 1 Static IP	Azhabia (Accommodation)	0	Omantel
			60MB + 1 Static IP	New HQ Ghala	60-80	NEW
		4MB + 1 Static IP	Burami Branch	1	Omantel	
		Land Line	14 Line	Branches	--	Omantel
		PRI	100/30	Head office	--	Omantel
		PRI	100/30	NEW Head office		NEW
		MPLS	2 MB	Between Azaiba Depot and Ghala HQ		NEW
Mobile	Post Paid	For management	15	Omantel		

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)	Connection Details (from- to)	Number of PCs	ISP	
		4G Internet for branches	Prepaid	For Drivers	850	Omantel
			3G LTE Router - 15 GB Package	Branches as 2 <sup>nd</sup> line		NEW
			3G LTE Router - 15 GB Package			
			3G LTE Router - 15 GB Package			
			3G LTE Router - 15 GB Package			
			3G LTE Router - 15 GB Package			
			3G LTE Router - 15 GB Package			

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)	Connection Details (from- to)	Number of PCs	ISP	
5	Oman Drydock Company	Internet Leased Line	1 MB	1 MB Duqm office ( Fixed line) for server room	Omantel	
		ADSL	100 MB	Duqm	540	Omantel
			24 MB	Duqm office		Omantel
			30 MB	ADSL main office Muscat	15	Ooredoo

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)		Connection Details (from- to)	Number of PCs	ISP
			100/30 * 2	Duqm & Muscat		Omantel
		PRI	540 Line	Muscat and Duqm	540	Omantel
		Mobile	512 kbps	512 Kbps Dormitory to Main office		Omantel
		Ethernet Point to Point	8 MBps	8 Mbps Muscat to Duqm	15	Ooredoo

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)		Connection Details (from- to)	Number of PCs	ISP
7	ASYAD	ADSL	30 MB	Head office	91	Ooredoo
			24 MB + Static IP			Omantel
		Mobile Lines	120 Line			Omantel
		PRI	100/30	Head office		Ooredoo
			100/30		Omantel	

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)		Connection Details (from- to)	Number of PCs	ISP
8	Salalah Free Zone	ADSL	12 MB + 5 Static IP + Email Relay	SLL Office Internet	98	Omantel
			2 MB + 3 Static IP	DR Site Internet		Omantel
			6 MB + 1 Static IP	Muscat Office	4	Omantel
			10 MB	Muscat Internet Backup line		Awaser
			40 Mbps	HQ		New
			40 Mbps	HQ		New
			20 Mbps	HQ – Backup Line		New

No	Company	Type Of connection (ADSL- Mobile - Leased Line - P2P Ethernet)	Connection Details (from- to)	Number of PCs	ISP	
		Land Line	1 Fax	SLL Office	1	Omantel
			1 Fax	Muscat Office	1	Omantel
			3 Phone Number	Muscat Office	3	Omantel
		PRI	199 ISD E1 (100/30)	SLL Office		Omantel
		Mobile	94 Lines	Company Use		Omantel

## 2. Mobile Bundle requirement\*:

Plans	Executives	Senior Management	Management	Business	Basic
CPN Minutes (Mobile & Fixed & SMS )	Unlimited ***	Unlimited ***	Unlimited ***	Unlimited***	Unlimited ***
Local Minutes	2100	1600	1100	600	--
Local SMS	Unlimited	Unlimited	1400	300	--
Included Local Mobile Data	10 GB	5 GB	3 GB	1.5	Paid Separately**
Roaming Function	Yes	Yes	Yes	No***	No***
Roaming Data	1 GB	1 GB	300 MB	0	0
Roaming Receive calls ***	100	60	0	0	0

\*Minimum Requirements

\*\* Internet Plan to be as add-ons to this plan. (1 GB – 3 GB ... etc)

\*\*\* Shall be provided based on request.

**3. Current Contracts and Approximate Cost of Termination:**

	Company Name	ISP	Service	Contract period	From	To	Condition	Quantity	Cost / OMR
1	Oman Rail	Omantel	CPN (Mobile)	3 year	11-Nov-15	11-Nov-18	The company required to pay monthly subscription fees R.O 3 for the line *remaining months of the contract	SIM Cards: 100	4500
2	Oman Rail	Ooredoo	Internet 30 MB	3 Years	6-Mar-17	6-Mar-20		1	8670
3	ASYAD (ASYAD)	Ooredoo	PRI Land Line	3 Years	25-Apr-16	24-Apr-19	328*20		6560
4	Mwasalat	Omantel	CPN (Mobile)	3 year	6-Sep-15	6-Sep-18	early termination fee will apply and to terminate the contract they shall pay OMR 15x15months.	Device allowance to be paid (cumulative 3 years) - SIM Cards: 680 SIM	0
5	Oman Shipping	Omantel	FBB (Fix business Broadband) 100 mbps	2 year	20-Mar-17	20-Mar-19	The termination fee will apply 50% of remaining contract, remaining months = 19 months , monthly cost 350		6650
6	Oman Shipping	Omantel	Nama (Mobile)	1 year	12-Dec-16	12-Dec-17	remaining months = 3 months, monthly cost 3, number of SIM= 126	126	1512
7	Oman Shipping	Ooredoo	OIP Customized (Internet 100 mbps)	1 year	19-Apr-16	19-Apr-17	Autorenewal - Apr 2018 - remaining months = 8 months, monthly cost 1099		8792

	Company Name	ISP	Service	Contract period	From	To	Condition	Quantity	Cost / OMR
8	Oman Shipping	Ooredoo	OIP 6 - Static IP (Internet 30 MB)	2 year	2-Sep-15	2-Sep-17	exceeding the notice period as the contract will finish on Nov, so the payment will be for 10 months, monthly cost:339		3390
9	Oman Shipping	Ooredoo	OVP Analogue	1 year	17-Apr-17	17-Apr-18	remaining months = 8 months , monthly cost 3.5		28
10	Oman Shipping	Ooredoo	Static IP	1 year	24-Jan-17	24-Jan-18	remaining months = 5 months , monthly cost 50		250
11	Oman Shipping	Ooredoo	OIP_ Existing	1 year	1-Nov-17	1-Nov-18	exceeding the notice period as the contract will finish on Nov, so the payment will be for 12 months, monthly cost:73		803
12	ODC	Omantel	Nama (Mobile)	3 year	20-Feb-17	20-Feb-20	Early termination fee will apply before end contract	SIIM Cards :516	16512
13	ODC	Ooredoo	OIP_ Existing (30 mbps internet)	3 year	1-Feb-17	1-Feb-20	remaining months = 30 months, monthly cost 289		8670
14	ODC	Ooredoo	OES Existing (Ethernet)	3 year	1-Feb-17	1-Feb-17	remaining months = 30 months, monthly cost 1019		30570
15	National Ferries	Omantel	Nama Plans (Mobile)	1 year	30-May-16	30-May-17	The company required to pay monthly subscription fees R.O 3 for the line *remaining months of the contract	90 lines	2160



	Company Name	ISP	Service	Contract period	From	To	Condition	Quantity	Cost / OMR
16	National Ferries	Ooredoo	OIP 3 (Internet 3 mbps)	2 year	14-Dec-15	14-Dec-15	remaining months = 16 months, monthly cost 33		528
17	National Ferries	Omantel	Nama Plus	1 year	11-Jul-17	10-Jul-17	The company required to pay monthly subscription fees R.O 3 for the line *No. of lines * remaining months of the contract	26	936
18	Oman Post Company	Ooredoo	OIP 6 (internet 30 mbps)	3 year	15-May-17	15-May-20	remaining months = 33 months, monthly cost 289		9537
19	Oman Post Company	Ooredoo	OIP 6 (internet 30 mbps)	3 year	15-May-17	15-May-20	remaining months = 33 months, monthly cost 289		9537
20	Oman Post Company	Ooredoo	OVE SIP (100-50) block (Fixed Lines)	5 year	12-Jun-17	12-Jun-22	remaining months = 58 months, monthly cost 110		6380
21	Salalah Free Zone	Omantel	Nama (Mobile)	1 year	24-May-08	24-May-09	Autorenewal - remaining months * monthly subscription fees R.O 3 for the line *10 lines		240
22	Salalah Free Zone	Awasr	Internet 10 MBPS	1 year	1-May-17	30-Apr-18	3-month payment for early termination (50 OMR Per Month)	1	150
								<b>Total Omantel</b>	<b>47740</b>
								<b>Total Ooredoo</b>	<b>78485</b>
								<b>Awasr</b>	<b>150</b>
								<b>Total</b>	<b>126375</b>

As of Sep 2017

#### 4. Terms & Conditions:

- This contract shall cover ASYAD and its OpCo's requirements of mobile (local and international- postpaid and prepaid), fixed, data and internet service.
- The service provider shall provide a robust shifting plan for existing services from other providers.
- The service provider shall invoice ASYAD and its OpCo's separately and any payment issue with any OpCo's should not affect ASYAD or any other OpCo's
- Any OpCo's has the right to add and remove any connection or service based on their requirement without effecting the contract.
- All telecom (fixed and Mobile) for ASYAD and its OpCo's shall fall under one Closed Private Network (CPN) where the communication will be free between them.
- Any mobile number related to ASYAD and its OpCo's shall not be disconnected for any reason without prior notice of 30 days.
- To provide a clear SLA with escalation matrix.
  - o Dedicated Call Center and NOC: Any ASYAD and its OpCo's connectivity issue/complaint shall be addressed and escalated to the service provider executive management within 3 hours.
  - o The service provide shall provide ASYAD and its OpCo's a signed Service Level Agreement (SLA) for each service (i.e. mobile, internet).
- To appoint a senior account manager and an account manager to serve ASYAD and Its OpCo's.
- A clear process of changing account managers whenever its required due to poor performance.
- The service provider shall commission Fiber cables and change the connection to be through fiber cables wherever ASYAD and its OpCo's premises.
- To Provide ASYAD and its subsidiary a separate control panel to manage their mobile numbers and accounts.
- The selected ISP shall waive its termination cost and to pay all termination cost to any other provider signed by ASYAD and its OpCo's if any.
- ISP proposal shall not be bonded to a Certain minimum Services or type of connections.
- The new contract shall override any previous contracts for ASYAD and its OpCo's with the awarded company without any extra charges.
- ASYAD and its OpCo's shall reserve the right to award the backup lines to an alternative service provider.
- ASYAD and its OpCo's shall determine which mobile (postpaid or prepaid) are activated for close group network (CPN).
- Any additional services which require by ASYAD Group and its OpCo's from the date of the award shall fall under this tender / Contract.

- The attached BOQ may slightly varies due to operational reasons.

**Additional Requirements:**

- Ability to send Text Message broadcasting to all employees
- Waiver of rental/ subscription fees
- Waiver of mobile line ownership transfer fee of GSM line shall be waived
- The service provider shall activate SIM card with not activation cost
- Ability to change SIM card number without changing the SIM Card with no additional cost
- As and when required SIM cards shall be replaced with no additional cost
- Porting Cost to be waived
- If any of ASYAD and its subsidiaries are not satisfied with the provided services shall have the right to cancel the relevant subscription and to have the right to enter for the same subscription with another service provider at any time during contract execution.
- The awarded service provider shall waive all penalties with him and pay all of penalties with another provider.

**Employee Benefits:**

- Waiver of the monthly charges for the SIM card
- The employee to have option to enter in the CPN
- Each employee to have maximum of 2 SIM card within the contract (both SIM cards shall have the same employee benefits)
- The employee's usage and payment must not affect any of ASYAD and its subsidiaries services and the payment of that line will be only between the employees and the services provider.
- The employee's personal lines not to appear in the company portal.

**Optional Requirements:**

- FREE Short Text Messages (1 Million for the 1st Year and 2nd Year and 2 Million for the 3rd Year)
- Any extra usage over in the stated Roaming Receive calls (Minutes) will be charged 50% less than the normal tariff charge per min.

## 5. Pricing:

### ❖ Mobile:

Bundle	Price (RO)	Out of Bundle Rate (on network)	Out of Bundle Rate off network)
Executives			
Senior Management			
Management			
Business User			
Basic			

#### Note: Plans Add-on to be priced

1. Mobile Broadband plans
2. International Roaming plans (Call Receiving)
3. International Calls Packages

### ❖ Internet:

Connection Type	Connection Speed*	No. of Lines	Company*	Location*	Download Speed	Upload Speed	Price (RO)

\* As per the speed, company, and location in the BOQ

#### Price Table of the below Services.

- ❖ MPLS
- ❖ Ethernet Connection
- ❖ Leased Line to be Priced
- ❖ Fixed lines
- ❖ Static IP Address (Based on the BOQ)
- ❖ Fixed Services (Analog and Digital)
- ❖ Short Text Messages bundles price to be included.

## Appendix 1

### Clarification Request Form

Tender Number: C-010-17

Tender Title: CONSOLIDATION OF TELECOMMUNICATION SERVICES FOR ASYAD GROUP

Date:

Tenderer Name:

Clarification No.:

S.No	Reference ( Doc , Section , Article number)	Vendor's Query
1		
2		

## Appendix 2

### **Tenderer Details for this Tender**

Contract/ Tender number	C-010-17
Contract/ Tender title	CONSOLIDATION OF TELECOMMUNICATION SERVICES FOR ASYAD GROUP
Full name of Tenderer	
Postal Address	
City	
Country	
Web site	
Office main tel number	
Country of registration	
Status in Oman	Agent / locally registered branch office / Omani LLC / foreign company
Ownership details <i>(percentages and names, indicate where Omani)</i>	- XX% - - XX% - - XX% -

### **Tenderer's representative to which all Tender correspondence shall be addressed**

Name of person	
Fax number	
Telephone number	
GSM number	
e-mail address	

Tender Documents Received By:

Signature .....

Resident Card No.....

## Appendix 3

### **Confidentiality Declaration**

The undersigned ..... having its principal office ..... (The 'Tenderer') hereby declares vis-à-vis Oman Global Logistics Group SAOC (ASYAD), P.O. Box 470, PC 115 Muscat, Sultanate of Oman (The 'Company') to accept the following terms and conditions on which the Company is prepared to communicate to the Tenderer certain Confidential Information pertaining to the Work under the above mentioned Tender as hereinafter defined.

#### **1.1 Definitions**

##### **1.1.1 Confidential Information**

shall mean all knowledge, data or information acquired by Tenderer from, or disclosed to Tenderer by the Company, or on behalf of Company, in connection with the Tender Documents, Clarifications and the Tender Process in writing, drawings, magnetic tapes, computer programs or in any other way, as well as all knowledge, data or information derived there from, to the extent that such knowledge, data or information at the time of such acquisition or disclosure is not either already in the unrestricted possession of Tenderer or part of public knowledge or literature.

##### **1.1.2 Confidential Record**

Shall mean all Tender Documents, Clarifications and any other material containing Confidential Information.

##### **1.1.3 Third Party**

Shall mean any party other than Oman Global Logistics Group SAOC (ASYAD) or Tenderer.

#### **1.2 Confidentiality**

1.2.1 Tenderer shall preserve and cause its employees to preserve the confidentiality of any Confidential Information.

1.2.2 Tenderer shall not for any purpose other than the preparation and submission of a Tender

- disclose to any Third Party or enable any Third Party to note the fact that Tenderer has been invited to submit a Tender and/or, if applicable, the fact that the Contract is awarded to Tenderer;
- reproduce, copy or use, or disclose to, place at the disposal of or use on behalf of any Third Party or enable any Third Party to read, copy or use, any Confidential Information; except with the prior written consent of Oman Global Logistics Group SAOC (ASYAD).

1.2.3 The undertakings above shall continue insofar and for so long as the Confidential Information or Confidential Record in question has not:

- a) become part of the public knowledge of literature otherwise than through any act or default on the part of Tenderer; or
- b) been disclosed to Tenderer under an obligation to maintain secrecy by a Third Party (other than one disclosing on behalf of Oman Global Logistics Group SAOC (ASYAD) who could lawfully do so and who did not derive such Confidential Information or Confidential Record from Oman Global Logistics Group.

**1.3 Copyright**

1.3.1 The copyright in any Confidential Record shall, in the absence of any express provision to the contrary thereon, be vested in Oman Global Logistics Group (ASYAD). Copyright in any record containing geological or geophysical data acquired or generated by Tenderer in connection with the Contract shall be vested in Oman Global Logistics Group.

**1.4 Third Parties**

1.4.1 Tenderer shall ensure that if under the terms of this confidentiality agreement any of the Confidential Information comes to the knowledge and/or in the possession of any Third Party, Tenderer shall require from such Third Party that it shall abide by stipulations equivalent to those contained in this confidentiality agreement.

**1.5 Validity**

1.5.1 This Confidentiality Declaration shall be valid for a period of 5 (five) years from the date signed by the Tenderer.

**1.6 Governing Law**

1.6.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the Sultanate of Oman.

Agreed and accepted this

..... day of ..... 2017

And signed by a duly authorized person on behalf of the Tenderer

-----

(Signature)

Name: -----

Position: -----

For: -----