



**OMAN GLOBAL LOGISTICS GROUP S.A.O.C  
(ASYAD)**



**TENDER NUMBER: C-013-17**

**TENDER TITLE: CONSULTANCY SERVICES FOR  
COMMERCIAL MINDSET SHIFTING PROGRAM**

	
<b>Attention:</b>	To whom it may concern
<b>Date:</b>	19 <sup>th</sup> September 2017
<b>From:</b>	OMAN GLOBAL LOGISTICS GROUP S.A.O.C (ASYAD) - ASYAD
<b>Our Reference:</b>	Tender No C-013-17 Consultancy Services for Commercial Mindset Shifting Program

**Tender No:- C-013-17**

**Tender Title : Consultancy Services for Commercial Mindset Shifting Program**

Dear bidder,

OMAN GLOBAL LOGISTICS GROUP S.A.O.C ('ASYAD') - ASYAD invites 'Tenderer' to Tender for the Services in accordance with the terms and conditions set down in the Tender Documents. If you are a successful Tenderer you shall be required to enter into a Contract in accordance with the Form of Agreement.

The Tender Documents shall comprise the following Sections:

- T1** Invitation to Tender
- T2** Instruction to Tenderers
- T3** Data to be submitted by Tenderer
- C1** Form of Agreement
- C2** Special Conditions
- C3** General Conditions
- C4** Scope of Service
- C5** Schedules of Prices

In the preparation and submission of the Tender, Tenderer shall comply with the Tender Documents. ASYAD reserves the right to disqualify the Tenderer if any of the requirements included in the Tender Documents are not met.

Yours faithfully,

**For OMAN GLOBAL LOGISTICS GROUP S.A.O.C (ASYAD)**

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ASYAD  
**T1, INVITATION TO TENDER**

**Contents**

**1.0 TERMS OF TENDER AND TENDER OVERVIEW ..... 5**

1.1 TERMS OF TENDER..... 5

1.2 ABOUT OMAN GLOBAL LOGISTICS GROUP - ASYAD ..... 5

1.3 DESCRIPTION OF SCOPE OF SERVICE..... 5

**2.0 REQUIREMENTS TO COLLECT TENDER DOCUMENT..... 5**

2.1 CONFIDENTIALITY DECLARATION ..... 5

**3.0 ASYAD CONTACT POINT ..... 5**

**4.0 PRE BID CLARIFICATION MEETING ..... 5**

**5.0 OUTLINE TENDER PROCESS AND SUBMISSION OF TENDER..... 6**

**6.0 TENDER AWARD ..... 6**

**7.0 APPENDIX 1 – TENDERER DETAILS FOR THIS TENDER ..... 7**

**8.0 APPENDIX 2 – CONFIDENTIALITY DECLARATION ..... 8**

8.1 DEFINITIONS ..... 8

8.2 CONFIDENTIALITY ..... 8

8.3 COPYRIGHT ..... 8

8.4 RETURN OF CONFIDENTIAL RECORD ..... 8

8.5 THIRD PARTIES ..... 8

8.6 VALIDITY ..... 8



## **1.0 Terms of Tender and Tender Overview**

### **1.1 Terms of Tender**

1.1.1 The terms and conditions applicable to this Tender Process are detailed in Sections T1, T2, T3.

### **1.2 About OMAN GLOBAL LOGISTICS GROUP - ASYAD**

1.2.1 The Sultanate of Oman has commenced activities to consolidate its various government-owned companies into several holding companies grouped by type of business or industrial activity. Logistics has been identified as one of those key focus industries.

1.2.2 Oman Global Logistics (ASYAD) has been set up to consolidate the government owned logistics companies (except the air sector). ASYAD has a mandate to develop Oman's logistics capabilities and to foster investment opportunities in the logistics sector.

1.2.3 ASYAD and its 17 subsidiaries ("the Group") involved in the logistics sector including: 3 ports, 3 free zones, 1 economic development company, 2 shipping and 2 ship management companies, 1 dry dock company, the post office, the bus company, the railway and potential additions to the list.

1.2.4 Oman plans to establish itself as a premier global logistics hub by taking advantage of its geographic location at the cross roads of trade midway between Asia and Europe, along with connections to East Africa, the Indian Subcontinent and Iran. By using overland highways and rail service Oman will become a natural gateway into the GCC Countries avoiding the politically sensitive Straits of Hormuz and reducing the distance ocean carriers must travel to reach Ports in the Arabian Gulf.

1.2.5 ASYAD has also been tasked with implementing the National Logistics Strategy (NLS), formerly known as Sultanate of Oman Logistics Strategy (SOLS).

1.2.6 The successful implementation of NLS will enable logistics to become a major contributor to the Oman economy, facilitating economic diversification, creating significant new employment opportunities and delivering improved performance rankings in key world operating indices. Thus the result of NLS will make Oman a major global logistics hub, leveraging its geographical advantages along with its significant recent investment in its logistics infrastructure.

### **1.3 Description of Scope of Service**

The detailed Scope of Service is presented in the enclosed document: C4, SCOPE OF WORK.

## **2.0 Requirements of Tender Document**

### **2.1 Tenderer Details Sheet**

2.1.1 In order to correctly identify the Tenderer and the Tenderer's point of contact for this Tender Process. Therefore, upon receiving this Tender Document, Tenderer shall immediately fill and complete Appendix 1 and presented, by hand or scanned and forwarded via email, to the Tender Section.

### **2.2 Confidentiality Declaration**

2.2.1 The Tenderer shall sign the attached Confidentiality Declaration (Appendix 2) immediately upon receiving the Tender Document. This 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 the ASYAD Tender Section.

## **3.0 ASYAD Contact Point**

3.1.1 All communication with ASYAD shall be through Clarification Requests, in writing and addressed to [tenders@asyad.om](mailto:tenders@asyad.om). No Clarification Requests shall be entertained after the Clarification Request Closing Date included in the table in Article 7 below.

## **4.0 Pre Bid Clarification Meeting**

4.1.1 A pre bid clarification meeting may be held depending on the requirement during the tendering stage.

## 5.0 Outline Tender Process and Submission of Tender

5.1.1 The Technical Tender Submission Date and the Commercial Tender Submission Date are the same but the Technical Tender and Commercial Tender shall be submitted in individually sealed separate packages. The opening of the Technical Tender and Commercial Tender are the discretion of ASYAD.

5.1.2 The proposed Tender Process schedule is:

Activity	Date
Issue of Tender Document	September 20 <sup>th</sup> , 2017
Clarification Request Closing Date	September 28 <sup>th</sup> , 2017
<b>Tender Submission Date</b>	<b>October 3<sup>rd</sup>, 2017</b>

Bids to be submitted by 2.00 PM on or before Tender Submission Date.

## 6.0 Tender Award

In the event that ASYAD considers Tenderer to be commercially a potentially successful competitor for the award of the Contract, ASYAD may subject Tenderer to a further technical and financial evaluation. Only when a Tenderer satisfies ASYAD technical, financial and commercial requirements will a Contract be awarded.



## 7.0 Appendix 1 – Tenderer Details for this Tender

Contract/ Tender number	<b>C-013-17</b>
Contract/ Tender title	<b>Consultancy Services for Commercial Mindset Shifting Program</b>
Full name of Tenderer	
Postal Address	
City	
Country	
Web site	
Office main tell number	
Country of registration	
Status in Oman	Agent / locally registered branch office / Omani LLC / foreign company
Ownership details (percentages and names, indicate where Omani)	- XX% - - XX% - - XX% -

### Name of company and address to be awarded the Contract (if different from details above)

Full name	
Registered address	
City	
Country	
Office main tell number	
Status in Oman	Agent / locally registered branch office / Omani LLC / foreign company
Ownership details (percentages and names, indicate where Omani)	- 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	

### Tenderer's agent in Oman (if applicable)

Omani agent name	
Postal address	
Fax number	
Telephone number	
GSM number	
e-mail address	
Our Omani agent is permitted to pick up the tender documents on our behalf	Yes No, we will pick up the documents ourselves. No, please send the documents to my foreign address stated above.

Tender Documents Received By:

Signature .....

Resident Card No.....

## 8.0 Appendix 2 – 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.

### 8.1 Definitions

#### 8.1.1 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.

#### 8.1.2 Confidential Record

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

#### 8.1.3 Third Party

Shall mean any party other than ASYAD or Tenderer.

### 8.2 Confidentiality

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

8.2.2 Tender 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 ASYAD.

8.2.3 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 ASYAD) who could lawfully do so and who did not derive such Confidential Information or Confidential Record from ASYAD.

### 8.3 Copyright

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

### 8.4 Return of Confidential Record

8.4.1 If Tenderer declines to submit a Tender or is notified that its Tender is unsuccessful, upon written notification thereof by ASYAD, Tenderer shall destroy electronic copies and return all hard copy Tender Documents including Addenda and Clarifications to ASYAD.

### 8.5 Third Parties

8.5.1 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.

### 8.6 Validity

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



Agreed and accepted this

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

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

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For: \_\_\_\_\_

