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| <b>Attention:</b>   | To whom it may concern                   |
| <b>Date:</b>  | 12 <sup>th</sup> June 2018               |
| <b>From:</b>  | Oman Global Logistics Group SAOC (ASYAD) |

**Tender No: - C-016-18**

**Tender For: USO P&T Integration Project**

Dear Sir,

Oman Global Logistics Group SAOC (ASYAD) invites 'Tenderer' to Tender for the Work or 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 (this letter including the pages attached hereto)**
- T2 Instructions to Tenderers**
- T3 Data to be submitted by Tenderer**
- C1 Form of Agreement (including Appendix "The Contract Schedule")**
- C2 Special Conditions**
- C3 General Conditions**
- C4 Scope of Services**
- C5 Schedules of Prices**
- C6 ICV Specifications**
- C7 Data Provided by Consultant**
- C8 Non- Disclosure Undertaking**

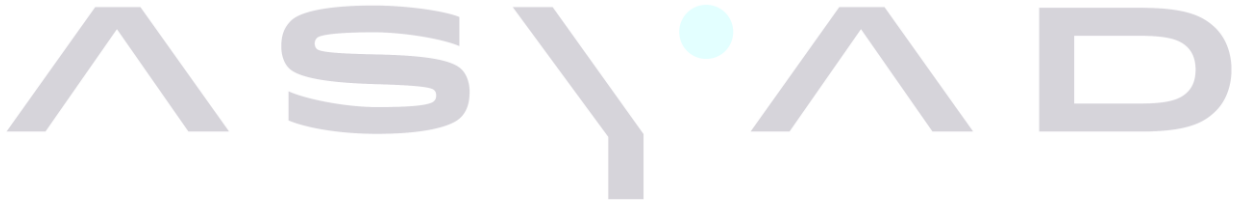
In the preparation and submission of the Tender, Tenderer shall comply with the Tender Documents. ASYAD reserves the right to disqualify the Tenderer if any of the requirements included in the Tender Documents are not met.

Yours faithfully,

**For Oman Global Logistics Group SAOC (ASYAD)**

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

**TENDER NUMBER: C-016-18**



**TENDER TITLE: USO P&T INTEGRATION PROJECT**

## SECTION T1, INVITATION TO TENDER



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## 1 Tender Overview

### 1.1 About Oman Global Logistics Group

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.

Oman Global Logistics Group (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.

ASYAD subsidiaries – only those that ASYAD owns 50% + (“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.

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.

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

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.

## 2 Brief Scope of Work

The USO Integration Project addresses the business and management content of the Post & Transport sector reform, with three objectives and corresponding tasks, to be executed in Q3 and Q4, in parallel and in coordination with the USO Framework Legal Advise:

**Tasks A) Service Models:** further detail and document the vision of integrated post and public transport “Universal Service”.

**Tasks B) Business Units and Rules:** per sector accounting and alignment with the new regulatory environment.

**Tasks C) Implementation roadmap:** the roadmap for 2019, i.e. the continuation of Value Squad projects and preparation of the implementation of the P&T USO Executive.

## 3 Requirements to Collect Tender Document

### 3.1 Tenderer Details Sheet

- 3.1.1 To correctly identify the Tenderer and the Tenderer's point of contact for this Tender Process, therefore upon purchasing the Tender Document, Tenderer shall immediately fill, sign and stamp Appendix 1 and present it by hand or scanned and forwarded via email, to the Tender Section.

### 3.2 Confidentiality Declaration

- 3.2.1 Prior to the submission of proposals, the Tenderer shall sign the attached Confidentiality Declaration (Appendix 2). 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 before the tender documents can be released to the Tenderer.

#### **4 Clarifications Contact Point**

4.1.1 All correspondences pertaining to the Tender inquiry must be communicated via the E-tendering portal.

#### **5 Tender Bond**

5.1.1 To ensure conformance of the Tender, ASYAD requires the Tenderer to issue a Tender Bond in the exact format detailed in Section T3. The value of this Tender Bond shall be indicated in Section T3. The Tender Bond shall be forwarded to ASAYD as part of the Technical Tender separately. The Tender Bond shall be enforced if Tenderer fails to submit and substantiate a conforming tender or has failed to accept award of the contract or purchase order. ASYAD reserves the right to reject any tender submitted without a Tender Bond.

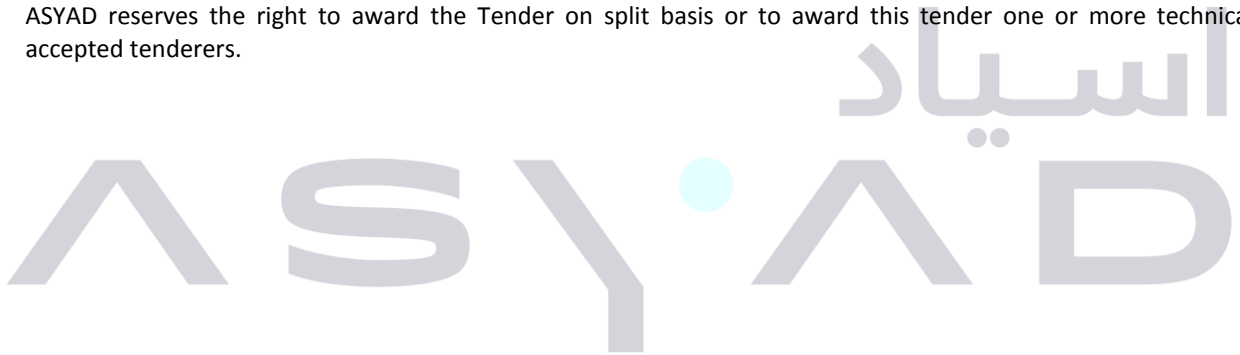
#### **6 Pre- Bid Clarification Meeting**

6.1.1 A pre- bid clarification meeting may be held depending on the requirement during the bidding stage.

#### **7 Tender Award**

If 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.

ASYAD reserves the right to award the Tender on split basis or to award this tender one or more technically accepted tenderers.



**8 Appendix 1 – Tenderer Details for this Tender**

|   |  |
|---|--|
| Contract/ Tender number   | <b>C-016-18</b>  |
| Contract/ Tender title  | <b>USO P&amp;T Integration Project</b>                                 |
| 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<br>(percentages and names,<br>indicate where Omani) | - XX% -<br>- XX% -<br>- 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<br>No, we will pick up the documents ourself.<br>No, please send the documents to my foreign address stated above. |

Tender Documents Received by:

Signature .....

Resident Card No.....

## 9 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.

### 9.1 Definitions

#### 9.1.1 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.

#### 9.1.2 Confidential Record

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

#### 9.1.3 Third Party

Shall mean any party other than ASYAD or Tenderer.

### 9.2 Confidentiality

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

9.2.2 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.

9.2.3 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).

### 9.3 Copyright

9.3.1 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.

### 9.4 Return of Confidential Record

9.4.1 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.



**9.5 Third Parties**

9.5.1 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.

**9.6 Validity**

9.6.1 This confidentiality declaration shall be valid for a period of (five) 5 years from the date signed by the tenderer.

Agreed and accepted this

..... Day of ..... 2018

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

\_\_\_\_\_

(Signature)

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

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

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

