

Request for Proposal (RFP)

C-020-18

**Design, Build, Finance, Operate and Transfer of 70,000 sqm Prime
Land in Al-Azaibah**

T1 – REQUEST FOR PROPOSAL

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1.0 Project Brief

1.1 Overview

- 1.1.1 Oman Global Logistics Group SAOC (ASYAD) is a 100% Government holding company established by the Omani Government as part of its initiative to transform Oman into an international logistics hub (www.asyad.om). Mwasalat is a subsidiary which is focused in providing public service and investing heavily in strengthening its fleet of buses, taxis and associated infrastructure to modernize public transportation in Oman.
- 1.1.2 ASYAD (as Project Promoter) on behalf of Mwasalat (Project Employer) seeks Proposals to select a Developer to invest and develop Mwasalat's Project Site A-1 which is 70,000 sqm prime land in Al-Azaibah, Muscat.

1.2 Mandatory and Value Added Facilities

- 1.2.1 To develop a residential, commercial or a mixed-use project on the land including but not limited to retail shops, offices, mall, hypermarket, apartments, hotel etc.

1.3 Contractual Arrangement

- 1.3.1 Design, Build, Finance, Operate and Transfer (DBFOT) development model, including master planning, design, build, finance, operation and maintenance of the facility for a period of 50 years, and transfer all the assets to Mwasalat, at the end of the Contract Term. There shall not be any financial outlay from ASYAD or Mwasalat to the Developer during the contract term, neither in terms of explicit cash payment nor in the form of any assets except provision of land.

1.4 Commercial Model

- 1.4.1 For the use of 50 years sub-usufr rights, the Developer shall propose either or a combination of the four commercial options provided in the RFP documents.

1.5 Project Location



2.0 Pre-requisites for Collection of RFP Documents

2.1 Proposer Details Sheet

2.1.1 In order to correctly identify the Proposer and the Proposer's point of contact for this RFP, Appendix 1 shall be completed by the Proposer and presented by hand to the Oman Logistics Company SAOC Supply Chain Department or scanned and forwarded via email to tenders@asyad.om before the RFP documents can be released to the Proposer.

2.2 RFP Fee

2.2.1 The RFP Fee for this RFP is Omani Rials Five Hundred (OMR 500).

2.2.2 A cheque with above mentioned value in favour of "Oman Global Logistics Group SAOC (ASYAD)" and identifying the Proposer's name and the RFP number (e.g. Int. Proposer Co. deposit for RFP C-020-18) must be presented, by hand, to the Supply Chain Department before the RFP Documents can be released to the Proposer.

Or

2.2.3 Make a bank transfer of OMR 500 to the following Oman Global Logistics Group S.A.O.C (ASYAD) bank account, which the transfer receipt must be presented by hand to the Supply Chain Department or scanned and forwarded via email to tenders@asyad.om in order to collect the RFP Document:

Oman Global Logistics Group SAOC (ASYAD)

Name of Bank: HSBC Bank Oman S.A.O.G
Account No.: 002-410603-001
Bank address: Head Office Building, Al Khuwair
SWIFT/Bank Code: BBMEOMRX

2.3 Non-Disclosure Undertaking

2.3.1 Upon receipt of this Request for Proposal, the Proposer shall sign the attached Non-Disclosure Undertaking (Appendix 2). The Non-Disclosure Undertaking must be completed, signed by an authorised person, stamped with the Proposer's company stamp and delivered by hand to the Supply Chain Department or scanned and forwarded via email to tenders@asyad.om.

3.0 Collection of RFP Documents

3.1 RFP Documents Collection Procedure

3.1.1 Once the Pre-Requisites to Collect RFP Documents specified in Paragraph 2 have been fulfilled and submitted to ASYAD, the RFP documents will be sent to the Proposers via email through the assigned contact point specified in Appendix 1.

APPENDIX 1 – PROPOSER DETAIL SHEET

RFP number	C-020-18
RFP title	Design, Build, Finance, Operate and Transfer of 70,000 sqm Prime Land in Al-Azaibah
Full name of Proposer (In case of consortium, write the name of lead company)	
Postal Address	
City	
Country	
Web site	
Office main tel. number	
Country of registration	
Status in Oman	Agent/locally registered branch office/company incorporate in the Sultanate of Oman/foreign company
Ownership details (percentages and names, indicate where Omani)	-% - -% - -% -

Proposer’s representative to whom all RFP correspondence shall be addressed

Name of person	
Fax number	
Telephone number	
Mobile number	
E-mail address	

Proposer’s agent in Oman (if appointed)

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

RFP Fee is paid and receipt attached:

RFP Documents Received By: Signature.....

ID Card No.....

APPENDIX 2 – NON-DISCLOSURE UNDERTAKING

The Proposer hereby undertakes as follows:

1. In connection with this RFP C-020-18 for Design, Build, Finance, Operate and Transfer of 70,000 sqm Prime Land in Al-Azaibah, ASYAD shall disclose to the Proposer certain information about ASYAD, the Project, and/or its business or activities that ASYAD considers proprietary (hereinafter “Information”). Such Information may include, without limitation, legal, technical, commercial, financial, or management Information and/or data of any nature, including information or data relating to financial forecasts, studies, reports, practices, customer or investor lists, products, contracts, strategic planning, business alliances, systems, software or marketing, and/or other Information disclosed or submitted, orally, in writing, or by any other media.
2. With respect to Information provided under this Undertaking, the Proposer must:
 - A. hold the Information in strict confidence;
 - B. use the Information only for the purpose of preparing this proposal or as otherwise expressly authorized in writing by ASYAD;
 - C. not disclose the Information, except with the prior written approval of ASYAD; and
 - D. advise any person to whom it discloses the Information of their obligations with respect to the Information and procure that they hold it in confidence and do not use or disclose it, except only for the purpose of preparing this proposal or as otherwise expressly authorized in writing by ASYAD.
3. The Proposer shall have no obligation to preserve the confidential and proprietary nature of any Information which:
 - A. is or becomes publicly available by other than an unauthorized disclosure; or
 - B. was previously known by the Proposer free from any obligation to keep it in confidence or is received from a third party whom the Proposer reasonably believes is free to divulge the same; or
 - C. is required to be disclosed pursuant to a court order or required by any governmental authority or agency and prompt written notice of such requirement is given to ASYAD.
4. If the Proposer breaches or threatens to breach this Undertaking, ASYAD expressly reserves the right to:
 - A. bring legal proceedings against the Proposer;
 - B. seek damages or any other legal or equitable relief; and
 - C. seek recovery of its legal and other costs incurred in such proceedings on a full indemnity basis.
5. The Information is the property of ASYAD and upon termination or expiry of this Undertaking, the Proposer will upon the request of the ASYAD return to ASYAD all Information received in tangible form together with any copies thereof or destroy such Information and certify the same on request.
6. This Undertaking shall be deemed effective on the date it is signed and shall remain valid for a period of ten (10) years.
7. This Undertaking does not constitute any obligation to enter into any business relation between the Proposer and ASYAD, no claims of whatever nature or source can be made during or after termination or expiry of this Undertaking except those related to the articles stated herein.
8. This Undertaking shall be governed by and construed in accordance with the Laws and regulations of the Sultanate of Oman. Any dispute arising from this Undertaking shall be subject to resolution before the concerned Court in Muscat, Sultanate of Oman.

Agreed and accepted this day of 2018

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

(Signature)

Name: _____

Position: _____

For: _____