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| Attention: | To whom it may concern |
| Date: | 29.03.2026 |
| From: | Asyad Ports and Free Zone LLC (ASYAD) |
| Our Reference: | |

Tender No:- AP-007-2026

Tender Title: Call-Off Agreement for the Rental of Equipment Services on demand for Asyad Terminals Duqm & Asyad Container Terminals - Duqm

Dear Sir,

Asyad Ports and Free Zone LLC (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 Contractor
- C8 Non- Disclosure Undertaking
- C9 Health, Safety and Environment (HSE) Specifications (if applicable)

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 **Asyad Ports and Free Zone LLC (ASYAD)**

SECTION T1, INVITATION TO TENDER

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1 Tender Overview

1.1 About Asyad Ports and Free Zone LLC

Asyad Terminals Duqm (ATD) and Asyad Container Terminal (ACT) under Asyad Ports and Free Zone LLC are responsible for managing and operating the General Cargo Terminal, Dry Bulk Cargo Terminal, and Container Terminal at Port Duqm. Both business units are currently experiencing steady growth, resulting in increased operational demands across all cargo-handling activities.

This growth has intensified the need for additional resources, particularly equipment required to manage fluctuating cargo volumes. Due to the diverse nature of vessel arrivals often occurring in sudden clusters, the demand for handling equipment can vary significantly, with sharp and unpredictable peaks over short periods.

To maintain operational efficiency and ensure timely cargo handling during these peak periods, ATD and ACT require supplementary equipment such as forklifts, cranes, wheel loaders, truck heads, and other port-handling machinery. However, given the variable and seasonal nature of demand, investing in a permanently owned, large-scale fleet is not financially sustainable.

1.2 Description of Scope of Service

The selected contractors shall be responsible for supplying various types of equipment through on demand basis. The strategy is to have panel agreement with multiple bidders to rent equipment's based on call off mechanism. All equipment provided must be fully certified, well-maintained, and delivered with or without an operator, as specified by ATD/ACT in each request.

All equipment must comply with the operational and safety standards of ATD/ACT and the relevant port authorities. Requirements to Collect Tender Document

1.3 Tenderer Details Sheet

- 1.3.1 In order to correctly identify the Tenderer and the Tenderer's point of contact for this Tender Process, Appendix 1 shall be completed by the Tenderer and submitted alongwith Technical Bid.

1.4 Tender Fee

- 1.4.1 The Tender Fee for this Tender is ~~SR~~ 50 (waived for SMEs with Riyadh cards holders)
- 1.4.2 Payable online: E-tendering
- 1.4.3 The Tenderer is only permitted to participate in one mode only via e-tendering system participation. Tenderers whom submit proposals in manual submission will not be accepted.

1.5 Confidentiality Declaration

- 1.5.1 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 submitted alongwith Technical Bid.

2 ASYAD Contact Point

- 2.1.1 All communication with ASYAD shall be through Clarification Requests in **eTendering portal**. No Clarification Requests shall be entertained after the Clarification Request Closing Date included in the table in Article 6 below.

3 Tender Bond

- 3.1.1 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 under separate cover. The Tender Bond shall be enforced in the event that Tenderer fails to accept award of the contract or purchase order. ASYAD reserves the right to reject any tender submitted without a Tender Bond.

4 Pre Bid Clarification Meeting

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

5 Outline Tender Process and Submission of Tender

- 5.1.1 The technical Proposal submission date and the commercial Proposal submission date are the same but the technical Proposal and commercial Proposal shall be submitted in individually sealed separate packages. the opening of the technical Proposal and commercial Proposal as detailed in Section T3, Data to be submitted by tenderer, point 1.2.
- 5.1.2 The proposed Tender Process schedule is:

| Activity | Date |
|---|--------------------------------------|
| Tender Documents available for collection | 31 st of March 2026 |
| Final date for collection of Tender Documents | 12 nd of April 2026 |
| Clarification Request Closing Date | 15 th of April 2026 |
| Tender Submission Date | 20th of April 2026 |

Tenders to be submitted by 23.00 PM on or before Tender Submission Date.

6 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. (re-write required)

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

7 Appendix 1 – Tenderer Details for this Tender

| | |
|--|--|
| Tender number | AP-007-2026 |
| Tender title | Rental Equipment Service on demand for ASYAD Terminals Duqm & ASYAD Container Terminal |
| 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 | |

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 ourself. No, please send the documents to my foreign address stated above. |



Tender # AP-007-2026 Tender Titel: Call-Off Agreement for the Rental of Equipment Services on demand for Asyad Terminals Duqm & Asyad Container Terminals - Duqm

Tender Documents Received by: Signature

Resident Card No.....

8 Appendix 2 – Confidentiality Declaration

The undersigned having its principal office (The 'Tenderer') hereby declares vis-à-vis Asyad 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 five (5) years from the date signed by the tenderer.

Agreed and accepted this

..... Day of 20....

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

(Signature)

Name: _____

Position: _____

For: _____