

Tender Document
US Oil Spill Response Plan

Contents

1.0	T. 1 INVITATION TO TENDER	3
2.0	T.2 INSTRUCTIONS TO TENDERERS	4
3.0	SCHEDULE I-SCOPE OF WORK.....	13

1.0 T. 1 INVITATION TO TENDER

Attention:	To whom it may concern
Date:	9/21/2025
From:	Asyad Shipping Company S.A.O.G on behalf of (OSMC)
Our Reference:	40.2025.ASC

Asyad Shipping Company S.A.O.G. invites the 'Tenderer' (US Oil Spill Response Plan) 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
- Schedule I - Scope of Work
- Schedule II - Form of Agreement (NA)
- Schedule III - Contract Template
- Schedule IV - Special Condition (NA)
- Schedule V - Price Form
- Appendix A - Mandatory Criteria
- Appendix B - Tender Submission Form

Please note the following:

- Last date of Tender Collection: *Please refer to the eTendering portal.*
- Tender Fee (if applicable): *Please refer to the eTendering portal.*
- Tender Closing/Submission Date: *Please refer to the eTendering portal.*
- Reference to the documents to be collected/downloaded. (e.g. Number of volumes, drawings, CD):
Please be guided by the eTendering portal.
 - Tendering correspondence focal point from Company side.
 - *All tender clarification will go through the eTendering portal.*

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

2.0 T.2 INSTRUCTIONS TO TENDERERS

Definitions & Abbreviations the following definitions and abbreviations shall apply to the Tender Documents, Clarifications and the Tender.

Definitions

2.1.1 Addenda

Shall mean revisions by Client to the Tender Documents.

2.1.2 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.

2.1.3 Alternative Tender

Shall mean a Tender deviating from the Base Tender, including Tenders that include exceptions or qualifications to the Tender Documents.

2.1.4 Bid / Offer / Quotation

Shall mean the Tender and/or Offer.

2.1.5 Bidder

Shall mean the Tenderer.

2.1.6 Base Tender

Shall mean a Tender strictly in accordance with the Tender Documents, without any exceptions or qualifications.

2.1.7 Clarification

Shall mean all correspondence from Evaluation Committee in relation to the Tender Documents issued after the Tender issue date, with the exception of Addenda.

2.1.8 Clarification Requests

Shall mean all requests by Tenderers for Clarifications and Addenda.

2.1.9 Clarification Request Closing date

Shall mean the latest date/time that Tenderers may submit Clarification Requests. This date shall be as stated in Section T1 or subsequent Clarification.

2.1.10 Client

Shall mean the beneficiary of the Contract, which becomes one of the Contracting Party.

2.1.11 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.

2.1.12 Commercial Proposal

Shall mean Tenderer's submission of commercial information including a completed Bill of Quantities and Schedule of Prices/Rates in line with the requirements detailed in Schedule V Price Form.

2.1.13 Commercial Tender

Shall mean Commercial Proposal.

2.1.14 Contract

Shall mean the legal and binding agreement following acceptance of the Tender and formalised by signing the Form of Agreement.

2.1.15 Contractor

Shall mean successful Tenderer who is awarded the Contract.

2.1.16 Discrepancies

Shall mean any errors, discrepancy, contradiction or ambiguity within or between the Tender Documents.

2.1.17 Evaluation Committee

Shall mean the committee evaluating submitted proposals, which consists of representatives nominated by the Client.

2.1.18 Invitation to Tender

Shall mean any request by Asyad Shipping Company or Oman Ship Management Company for a Tenderer to submit a Tender.

2.1.19 JV or Joint Venture

Shall mean any form of unincorporated partnership.

2.1.20 Post Tender Clarifications

Shall mean requests by Evaluation Committee after the Tender Closing Date for additional information related to a Tender.

2.1.21 Client

Shall mean one of the following companies: Asyad Shipping Company, Oman Drydock Company, National Ferries Company, Oman Rail.

2.1.22 Scope of Work

Shall mean the Work, Services or Materials, which form the subject of the Invitation to Tender.

2.1.23 Technical Proposal

Shall mean Tenderer's submission of technical information in line with the requirements detailed in Schedule I Scope of Work.

2.1.24 Technical Tender

Shall mean Technical Proposal.

2.1.25 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.

2.1.26 Tenderer

Shall mean the party participating the Tender as stated in Section T1.

2.1.27 Tender Closing Date

Shall mean the latest date and time that Tenders may be delivered to Asyad Shipping Company. This date shall be as stated in Section T1 or subsequent Clarification.

2.1.28 Tender Documents

Shall mean those documents outlined in Section T1, Article 1 including any Addenda thereto.

2.1.29 Tender Period

Shall mean the period from date of issue of the Invitation to Tender until the Tender Closing Date.

2.1.30 Tender Process

Shall mean the activities performed by ASC and/or Client 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.

2.1.31 Tender Submission Date

Shall mean the Tender Submission Closing Date.

2.1.32 Ship

Ship mean vessel(s) or ship(s).

Abbreviations**2.1.1 ASC**

Shall mean Asyad Shipping Company

2.1.2 OSMC

Shall mean Oman Ship Management Company

2.1.3 ASMC

Shall mean Asyad Ship Management Company

2.1.4 PE

Shall mean Permanent Establishment

General Tendering Conditions**2.1.5 Applicability**

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

Tenderers Compliance

Tenderer shall comply with the requirements stated in the Tender Documents. Failure to do so may result in the Tender being disqualified.

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 or not the competitors or other parties are participating in this Tender. Breach of this Article may lead to the Tenderer being disqualified, Tenderer being disqualified from doing business with Asyad Shipping and/or Asyad Line and the filing of a formal complaint with criminal prosecution.

Cost of Tendering

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, meetings, samples, etc., shall be borne by Tenderer.

Preparation of Tender

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 personnel 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.

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 Client under the plea of lack of information.

Communication with Client

During the Tender Period, Tenderer shall not communicate with any Client's employee regarding the Tender. All correspondence shall be made via [eTendering portal](#).

Discrepancies

Tenderer shall notify Client of potential Discrepancies by means of a Clarification Request.

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 Client through a Clarification Request immediately.

Clarification Requests

Tenderer is advised to raise Clarification Requests on all matters that may result in Clarifications, Addenda and Alternative Tenders.

Tenderers shall submit Clarification Requests through [eTendering portal](#) before the Clarification Request Closing Date.

Although Client intends to answer all clarification requests, Client is under no obligation to answer Clarification Requests received after the Clarification Request Closing Date.

All Clarification Requests will be answered by Client using an eTendering platform.

No instruction, clarification or other information given verbally by any Client's staff shall be binding or considered in preparing and evaluating tenders unless and until such instruction; clarification or information is confirmed via eTendering platform. All addenda and circulars issued shall be provided through eTendering platform.

Clarifications, Addenda and Circular

Client reserves the right to amend or revise the Tender Documents as and when it considers appropriate in the form of an Addendum.

Any clarification requests towards this bidding process shall be made by the bidders only via the provision in the eTendering platform by the specified **date in the platform**. Any requests for clarification after this date will not be accepted.

Clarifications and Addenda shall be issued to all Tenderers via [eTendering](#) platform, and will form part of the Contract documents.

Where Tenderer considers that an issued Clarification constitutes an Addendum, Tenderer shall immediately notify Client via eTendering platform, stating reasons, for the particular Clarification to be issued as an Addendum.

Post Tender Clarifications

To assist in the understanding, evaluation and/or comparison of Tenders, Evaluation Committee 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.

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.

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

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

Requirement to present proposal

The tender is divided into two (2) parts and shall include following as a minimum in the listed order:

Technical Part

Technical Proposal shall contain following documents in listed order, to be provided by the Tenderer.

Section 1 - Appendix B – Tender Submission Form

Section 2 - Scope of Work Statement

Section 3 – Technical Proposal

Section 4- Tenderer's Work Experience

Section 5 - Tenderer's Company Registration Details

Section 6- Tenderer's Management Organization Chart

Section 7- Tenderer's Operations Organization Chart

Section 8 - Updated commercial registration papers Company articles, and company profile.

List of shareholding % and directors lists.

Section 9- Contract Template Comments (*if any*)

- a. Do not subtract Credit Note value, if any, from the Priced Bid.
- b. Conform to the format of this form.
- c. No exception, deviation, or qualifications to be included in the Technical / Commercial Submission. Exceptions /deviations/qualifications included in the Submission shall not be considered.
- d. Any pre-bid or post bid clarification(s) shall be addressed and raised through - eTendering Portal.
- e. Follow the layout of the Technical Part (Proposal), should you need to include any other document, identify and include at the end.

Commercial Part

Commercial Proposal shall contain following documents in listed order, to be provided by the Tenderer.

Section 1 - Priced Offer as per the Schedule V-Price Form

Section 2 – Signed PDF file of the commercial proposal

Technical Part

Technical proposal including all the supporting documents shall be submitted via [eTendering portal](#).

Technical proposal should not include any information on rates and prices.

Commercial Part

Commercial proposals shall be submitted via [eTendering platform](#) separately from the Technical Proposal

Only Commercial Proposals of technically qualified Tenderers will be open and evaluated.

Commercial proposal should include unit prices/rates for each item within the lot/sub-lot the Tenderer is bidding for as well as the Total Price for the lot/sub-lot.

Tenderer's Organisation

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.

Tenderer Registration

A foreign company wishing to engage in commercial activity in the Sultanate of Oman is required to conform to the registration requirements under Omani Law.

Validity

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

If required, Client may request Tenderers to extend the validity of their Tenders. Tenderer failure to extend the validity will result in disqualification of the Tenderer.

Acceptance and evaluation of Tenders

Tenders received after the Tender Closing Date shall not be considered.

Evaluation Committee does not undertake to accept the lowest or any Tender.

At its sole discretion, Evaluation Committee may accept all or part of a Tender and/or award a contract to more than one Bidder.

If deemed necessary, and at its sole discretion, Evaluation Committee reserves the right to condition or otherwise adjust the Tendered Rates for the purposes of internal comparison and evaluation.

Arithmetical errors

Arithmetical errors are for the risk of Tenderer and shall be corrected as Evaluation Committee sees fit.

Evaluation Committee has the right to either accept the error or to invite Tenderer to commercially clarify the Tenders containing the arithmetical errors.

Letter of Acceptance and Signing of the Contract

Evaluation Committee may advise the successful Tenderer of the acceptance of his Tender by issuing a Letter of Acceptance to sign a Contract.

The Contract shall be executed by Client and Tenderer as soon as possible after the issuance of the Letter of Acceptance.

Any delay in signing the Contract or Purchase Order shall not relieve the Tenderer from its obligation to deliver the services or commence or complete the Scope of Work in line with the Contract requirements.

Publication of Tenders and Awards

Evaluation Committee reserves the right, at its sole discretion, to publicly announce and or publish the overall Tender evaluation results, ranking and resulting Contract award. This publication will not include disclosure of unit rates or any other detailed pricing information.

Withholding Tax Deductions

Tenderer shall be responsible for assessing and taking into account in its Tender, Tenderers potential tax liability, including withholding tax liabilities, based on current law and Tenderer's plans for executing the Contract.

Possible withholding tax deductions shall be made in line with Client's interpretation of the requirements.

The information below on withholding tax is included for guidance only and Asyad Shipping Company does not accept responsibility for the accuracy of such information. It is Tenderers responsibility to obtain tax advice on its withholding tax liabilities.

1. If Tenderer registers a Permanent Establishment (PE) in Oman, the Contract is with that PE and payments are made to that same PE, then withholding tax will generally not apply to the expenditure under the Contract.
2. If the Contract is with Consultant's registered office located outside Oman, and Contractor provides any of the following works or services (supply of materials only is not subject to withholding tax), then charges related to those works or services (and only those) shall be subject to withholding tax according to Royal Decree 87/96:

1. Management

- a. Including (withholding tax applies to charges related to)
 - i. general management or management assistance activities
- b. Excluding (withholding tax does not apply to charges related to)
 - i. Drafting documentation or procedures
 - ii. Training (courses)

2. Research and Development

- a. Including
 - i. Product development and research studies
- b. Excluding
 - i. Testing, inspection, field trials and interpretation and analysis studies

3. Royalty Payments (rental, know how transfer)

- a. Including
 - i. Licence payments (e.g. for software, film, patents, designs, etc.)
 - ii. Engineering services or consultancy or other payment for information.
 - iii. Payments relating to the use of equipment (e.g. lease, rent, etc.)
- b. Excluding
 - i. Provision of work or services utilising Equipment
 - ii. Logistics or transportation
 - iii. Construction services (including upgrading or refurbishing, commissioning and installation and including related services such as operation manuals)
 - iv. Maintenance agreements (e.g. software support)

-
3. Charges related to work or services not listed above shall generally not be subject to withholding tax.
 4. Foreign companies, “resident” in France as confirmed by the French tax authorities are exempted from withholding tax.
 5. The withholding tax shall be ten percent (10%) of the fees (gross income) charged for the relevant service and shall be withheld by Asyad Shipping Company and paid to the Oman government in accordance with the provisions specified in the Ministerial Decision 70/97. If a double tax treaty exists with the country in which tenderer is “resident” (as confirmed by the relevant tax authorities), tenderer can claim compensation in that country. See also <http://www.mof.gov.om>.
 6. Tenderer shall note that for some Contracts, withholding tax applies to part of the works or services provided. In such cases Contractor shall:
 - a. Clearly separately specify which services are subject to withholding tax and which ones are not, and
 - b. Separately invoice charges for works or services which are subject to withholding tax.

If a) above applies, there is no need for Tenderer to substantiate Tenderers withholding tax status in the Tender. If a) above does not apply, i.e. Tenderer intends for the Contract not to be awarded to a PE in Oman, Tenderer shall substantiate Tenderers withholding tax status, together with written confirmation from the Ministry of Finance, Secretariat General for Taxation (+968 24811814, extension 4502).

Notice of Regret or Decline submission of Tender

Where Tenderer, who purchased Tender Documents, does not intend to submit a Tender, Tenderer shall submit a notice of regret identifying reasons for Tenderers withdrawal on or before the Technical Submission Closing Date. The notice of regret shall be submitted via [eTendering platform](#).

In the event Tenderer fails to submit a notice of regret and subsequently does not submit a Commercial Tender then Evaluation Committee reserves the right to disqualify Tenderer for future tenders.

Completion and Modification of Documents

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.

Submission of Tenders – General Requirements

2.1.6 General

- 2.1.7 Details on the submission requirements including number of envelopes and date and time to be submitted.

2.2

2.2.1 Submission

The Tender is to be submitted via [eTendering portal](#) according to these Instructions comprising a Technical and Commercial Proposals including all supporting documents and provided files to be evaluated.

Schedule I-Scope of Work

1. Company Introduction:

Set up in 2003, Asyad Shipping Company SAOG (ASC) grew out of the Omani government's vision to develop a national fleet catering to the maritime transportation requirements of the country's rapidly growing hydrocarbon, petrochemical, mining and metallurgical industries.

Initially focused on the transportation of domestically produced liquefied natural gas (LNG) cargoes to international markets, Asyad Shipping fleet has evolved to include Very Large Crude Carriers (VLCCs), Product Tankers, Chemical Tankers, LPG Carriers Very Large Ore Carriers (VLOCs), Bulk Carriers, multi-purpose vessels and, lately, a containership as well.

Today, with a well-diversified fleet of over 70 modern vessels (owned and chartered-in), ASC is unquestionably the nation's shipping transportation services provider of choice. Its business investments and growth strategy are closely aligned with the strategic maritime transportation interests of the Sultanate's rapidly industrializing economy.

Beyond Asyad Shipping core function as a shipping logistics provider, there is a commitment to recreating Oman's once proud maritime history as a seafaring nation and thereby encouraging young Omanis to pursue wholly rewarding careers in this industry.

2. Scope of Work:

The scope of work included but not limited to:

- The Oil Spill Response Organization (OSRO) should be USCG approved and requires maintaining a contingent of specialized oil spill response equipment and vessels positioned and prepared for deployment in the US waters.
- To provide oil spill response and clean-up services through firms strategically positioned across key locations. These services must ensure immediate coverage and support for Company vessels in the event of an oil spill, in compliance with applicable state and environmental regulations.
- Response equipment is such as shallow-water portable barges; boom, high-capacity skimming systems; inland workboats; vacuum-transfer units; and mobile-communication centers which are placed at locations strategically positioned to respond to incidents throughout the U.S.
- The Spill organization should be able to coordinate and initiate responses, manned 24/7. The portfolio of available resources allows us to mount a remarkably comprehensive response to any incident or circumstance. Once on-scene, logistics and communications specialists ensure that the entire response effort progresses efficiently and cost effectively.

- The OSRO must cover all applicable operating environments: Inland, Nearshore, Offshore, and Open Ocean.
- The OSRO must perform annual testing of response equipment and maintain proper service and maintenance records.
- The OSRO must participate in Government-Initiated Unannounced Exercises (GIUEs) and company specific spill drills.
- The OSRO must submit complete documentation including equipment lists, coverage maps, and deployment strategies.
- The OSRO must comply with all applicable U.S. federal and state oil spill response regulations, excluding Alaska, Guam, and American Samoa.

3. Mandatory Criteria

Please fill in **Appendix (A)** and provide evidence wherever required.

4. Technical Criteria

Please fill in **Appendix (A)** and provide evidence wherever required.

5. ICV Criteria

N/A

6. Commercial Evaluation Criteria

Please fill in **Schedule (V)**.

7. Contract Period

3 years

8. Performance Bond

N/A

9. Tender Bond

N/A

10. Subcontractor Details (If any)

- Tenderer shall include details of any sub-contractor(s) that the Tenderer intends to employ in executing the required works, including relevant certifications, experience, capabilities and capacities of sub-contractor "If Applicable".

11. Documents to be provided by Bidders

- Mandatory Criteria: Including in [Appendix \(A\)](#) and evidence.
- Technical Criteria: Including in [Appendix \(A\)](#) and evidence.
- Contract Draft: Including in [Schedule \(III\)](#) to review and add comments if any.
- Commercial proposal: Including in [Schedule \(V\)](#).
- Due Diligence

Appendix B

Tender Submission Form

To be completed by the authorized signatory of the Tenderer
Each of the documents mentioned in it must be supplied

Tender ID: 40.2025.ASC

Description: US Oil Spill Response Plan.

SUBMITTED by:

Tenderer Name:

* In the case of a consortium, insert the agreed name of the consortium

STATEMENT

I, the undersigned, being the authorized signatory of the above tenderer (including all consortium partners, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire content of the tender documents for the tender procedure referred to above.

We offer to provide the items and services requested in the tender documents on the basis of the following documents, which comprise our technical and commercial proposals:

1. Technical Proposal
2. Commercial Proposal

Signed on behalf of the tenderer.

Name

Signature

Date