

	
Attention:	To whom it may concern
Date:	29 th April 2019
From:	Oman Global Logistics Group SAOC (ASYAD)
Our Reference:	RFQID-19-0138

Tender No:- RFQID-19-0138

Tender Title: Review of Trade Facilitation Agreement Implementation Status in Oman.

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 - Standard Invitation to Tender
- T2 - Standard Instructions to Tenderer
- T3 - Data to be provided by Tenderers
- C1 Form of Agreement (including Appendix "The Contract Schedule").
- C2 General Conditions for Works and Services.
- C3 Schedule of Prices.
- C4 Scope of Service.

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)



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.

1.2 Description of Scope of Service

Oman Logistics Centre (OLC) within ASYAD is the delivery unit for the NLS 2040 Strategy and its practical implementation. A key ambition of the NLS 2014 is to make Oman one of the best 30 performing countries according to World Bank Logistics Performance Index (LPI) by 2020, among 20 top performers by 2030 and among the 10 best by 2040. Full and “to the intent” implementation of the WTO Trade Facilitation Agreement is critical to achieving the 2020 target. For this purpose, it is necessary to evaluate the depth and impact of TFA implementation in Oman against formal TFA requirements and against the way the Agreement has been implemented in OECD countries ranked in the top 20 positions of the LPI. Most of these countries are known to have implemented the TFA requirements long before the existence of the Agreement, having established traditions of working “beyond” the mere legal requirements of TFA. The scope of this assignment is to undertake an assessment of the current state of Oman's compliance to TFA articles and to provide a report for use by the Government of Oman in assessing its planned compliance. The report will provide an independent assessment to be used as a roadmap towards full compliance with the intent of the TFA agreement. The report will consider Articles 1 to 12 inclusive of the TFA agreement.

2 Requirements to Collect 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, Appendix 1 shall be completed by the Tenderer and presented, by hand or scanned and forwarded via email, to the Tender Section.

2.2 Tender Fee (Not Applicable)

2.3 Confidentiality Declaration

2.3.1 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 tenders@asyad.om, to ASYAD tender section before the tender documents can be released to the Tenderer.

3 ASYAD Contact Point

- 3.1.1 All communication with ASYAD shall be through Clarification Requests, in writing and addressed to e-Tendering Portal (<https://etendering.tenderboard.gov.om>)
- 3.1.2 No Clarification Requests shall be entertained after the Clarification Request Closing Date .

4 Tender Bond (Not Applicable)

4.1.1 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.

5 Pre Bid Clarification Meeting

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

6 Outline Tender Process and Submission of Tender

The Technical Tender Submission Date and the Commercial Tender Submission Date are the same Technical Tender and Commercial Tender shall be submitted in one electronic separate packages. The opening of the Technical Tender and Commercial Tender are the discretion of ASYAD.

6.1.1 The proposed Tender Process schedule is:

No.	Activity	Tentative date
1	Tender float	30-04-2019
2	Last date to purchase the tender document	12-05-2019
3	Last date to receive pre-bid clarifications	16-05-2019
4	Tender submission	20-05-2019

7 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.

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	RFQID-19-0138
Contract/ Tender title	Review of TFA Implementation Status in Oman
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 (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 ourself. 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 2019

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

(Signature) _____

Name: _____

Position: _____

For: _____