

 <p>Container Terminal</p>	
Attention:	To whom it may concern
Date:	
From:	Asyad Container Terminals (ASYAD)
Our Reference:	

Tender No:- ACT.007.2025

Tender Title: Supply, Install and Configuration UPS System

Dear Sir,

Asyad Container Terminals (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 Supplier |
| 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,

Asyad Container Terminals (ASYAD)

SECTION T1, INVITATION TO TENDER

Contents

1	TENDER OVERVIEW	4
1.1	ABOUT ASYAD GROUP SAOC (ASYAD)	4
1.2	DESCRIPTION OF SCOPE OF SERVICE	4
2	REQUIREMENTS TO COLLECT TENDER DOCUMENT	4
2.1	TENDERER DETAILS SHEET	4
2.2	CONFIDENTIALITY DECLARATION	5
3	ASYAD CONTACT POINT	5
4	TENDER BOND	5
5	PRE BID CLARIFICATION MEETING	5
6	OUTLINE TENDER PROCESS AND SUBMISSION OF TENDER	5
7	TENDER AWARD	5
8	APPENDIX 1 – TENDERER DETAILS FOR THIS TENDER	6
9	APPENDIX 2 – CONFIDENTIALITY DECLARATION	7
9.1	DEFINITIONS	7
9.2	CONFIDENTIALITY	7
9.3	COPYRIGHT	7
9.4	RETURN OF CONFIDENTIAL RECORD	7
9.5	THIRD PARTIES	8
9.6	VALIDITY	8

1 Tender Overview

1.1 About Asyad Group SAOC

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.

Asyad Group 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.

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

The data centers and IDF rooms at both ACT are currently supported by outdated UPS systems originally designed to serve both the IT infrastructure and building load. These UPS units have reached end of life and require replacement, redesign, and capacity upgrades to support the new systems that will be deployed. Therefore, issuing this tender is necessary to meet the updated power and reliability requirements.

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

2.2 Tender Fee

- 2.2.1 The Tender Fee for this Tender is RO 25
- 2.2.2 Payable online: E-tendering
- 2.2.3 The Tenderer is only permitted to participate in one mode only either via e-tendering system or manual participation. Tenderers whom submit proposals in both modes (i.e. e-tendering and manual submission) will not be accepted.

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.ports@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 **eTendering portal** . No Clarification Requests shall be entertained after the Clarification Request Closing Date included in the table in Article 6 below.

4 Tender Bond (1% of the total tender value; if requested waiver to be substantiated with valid justifications)

- 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

- 6.1.1 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.
- 6.1.2 The proposed Tender Process schedule is:

Activity	Date
Tender Documents available for collection	24.12.2025
Final date for collection of Tender Documents	29.12.2025
Clarification Request Closing Date	31.12.2025
Tender Submission Date	04.01.2025

Tenders to be submitted by **02.00 PM** on or before Tender Submission Date.

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. A contract shall be awarded only to a Tenderer who fully satisfies ASYAD's technical, financial, and commercial requirements.

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



Appendix 2 – Confidentiality Declaration

The undersigned having its principal office (The 'Tenderer') hereby declares vis-à-vis Assyad Container Terminals (ASYAD), P.O. Box 2450, PC 133 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 2025.

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

(Signature)

Name: _____

Position: _____

For: _____