

	
Attention:	To whom it may concern
Date:	6 th May 2018
From:	Oman Global Logistics Group SAOC (ASYAD)

Tender No: - C-011-18

TENDER FOR: Legal Services Panel for ASYAD Group

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 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 Consultant**
- C8 Non- Disclosure Undertaking**

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)

**OMAN GLOBAL LOGISTICS GROUP S.A.O.C
(ASYAD)**

TENDER NUMBER: C-011-18

**TENDER TITLE: Legal Services Panel for ASYAD
Group**

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.

2 Brief Scope of Work

- 2.1 The in-house legal department in Asyad (hereinafter referred to as the "Asyad's Legal Department") is acknowledged as a central legal department with a strategic expectation of advising and/or supporting Asyad and some of its Subsidiaries on various legal matters to enable Asyad's realisation of its objectives. This expectation, and support requirement, increases with Subsidiaries that do not have in-house legal departments. The mission of Asyad's Legal Department is to provide top quality legal services by maximising productivity, minimising risks; optimising spend; time efficiency; and legal professionalism. This mission is commonly shared by the in-house legal departments of Asyad Subsidiaries (hereinafter referred to as the "Subsidiaries' Legal Departments"). Asyad's Legal Department, Subsidiaries' Legal Departments and other Subsidiaries which do not have in-house legal departments: (each individually hereinafter referred to as "Client" and together hereinafter "Clients") may simultaneously require external legal support and services from more than one consultant on various legal matters.
- 2.2 From time to time Clients may require specialist legal expertise which might not be available within Clients or which might be more effectively provided by external legal service providers. To support Clients' legal functions, Company intended to appoint a limited number of law firms as legal service providers in its panel on a call-off, non-exclusive basis and no minimum work commitment, for the provision of Services. Some Clients may opt for fixed retainer plans as detailed in Section C5. Consultant is one member of this panel and is required to provide such legal Services when called for by any Client in accordance with the terms and conditions of the Contract.
- 2.3 Consultants shall provide all such legal support and services as may be reasonably required by any Client from time to time on a call off basis including, without limitation, the following of Services:

(1) Advisory Services:

When requested by any Client, Consultant shall provide full range of legal advice on any business matter or transaction under Omani Law including, written opinions, briefing notes on relevant laws and regulations, interpretations and research on any law, matter or transaction, drafting and reviewing any required agreement, letter, policy or other document including documents drafted by any Client. Advisory Services can be requested by Clients on the following non-exhaustive areas that affect Clients' business operations:

- A. **Labour Matters** and documents.
- B. **Criminal & Compliance Matters** and documents
- C. **Corporate Matters** and documents.
- D. **Commercial, Contracting and Finance Matters** and documents including:
 - i. **Project Services** which include one-off projects or special legal assignments, such as project development work, including drafting and review of multiple agreements for complex, high value or capital projects. This may include, but not limited to:
 - Public Private Partnership contracts (PPP) such as management & operating contracts, concession agreements, BOT/DBO contracts, development agreement and JV agreements
 - FIDIC suite of contracts,
 - Engineering, Procurement and Construction (EPC) contracts,
 - operation & maintenance (O&M) interface arrangements,
 - front-end engineering and design (FEED) contracts,
 - and other complex or high risk projects and related documents.
 - ii. **Finance**
 - iii. **Real Estate**
 - iv. **Shipping**
 - v. **IP & IT**

(2) Litigation Services:

A. Labour cases B. Criminal cases C. Civil cases and Commercial cases

(3) Alternative Dispute Resolution Services:

(4) Legal Translation Services:

When requested by any Client, Consultant shall providing the following legal translation services:

- 1.1.1. from Arabic to English of Omani laws and regulations as requested by any Client and distribute the same to all Clients free of charge.
- 1.1.2. from Arabic to English and vice versa, of any document of legal or quasi-legal content, legal advice and opinions provided by Consultant and any other record.

(5) Optional Other Services:

Clients may request Consultant to provide any of the below non-core Services:

- **Legal Update Services** → promptly advising Clients about any new legislations, including any amendments to existing laws and regulations that may impact Clients operations
- **Secondment Services** → to or from Consultant
- **Legal Training Services** → collective to all Clients or independent sessions to each Client
- **Third Party and International Services** → arrange for Client access and office connection with law firms outside the Sultanate of Oman

3 Requirement to participate in the tender:

3.1 Mandatory Requirements:

Tenderer must first pass the below mandatory requirements, before undergoing evaluation:

- 1. Tenderer should be registered in Oman
- 2. Tenderer should have considerable experience of at least 3 years since establishment in Oman

3. Tenderer should have at least the two major departments/ practice areas of legal work 1.Litigation/dispute resolution and 2. corporate

4. Minimum number of 10 full time lawyers employed by Tenderer

5. Tenderer must have the minimum number of lawyers with advocacy licenses to appear in various court levels with the following court appearance rights/license:

at least 1 at Supreme Court

at least 2 at Appeal Court

at least 3 at Primary Court

(Note: the lawyers that can appear at a higher court level than Primary Court (e.g. at the Appeal Court) will also be counted for the lower court level (e.g. Primary Court) but will not be counted for a level higher than his or her licence level (e.g. not Supreme Court without a license proving that).

4 Requirements to Collect Tender Document

4.1 Tenderer Details Sheet

- 4.1.1 To correctly identify the Tenderer and the Tenderer's point of contact for this Tender Process, therefore upon purchasing the Tender Document, Tenderer shall immediately fill, sign and stamp Appendix 1 and present it by hand or scanned and forwarded via email, to the Tender Section.

4.2 Confidentiality Declaration

- 4.2.1 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, to ASYAD tender section before the tender documents can be released to the Tenderer.

5 Clarifications Contact Point

- 5.1.1 All correspondences pertaining to the Tender inquiry must be online at the e-tendering system and sent to email ID tenders@asyad.om

6 Tender Bond

- 6.1.1 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 separately. The Tender Bond shall be enforced if Tenderer fails to submit and substantiate a conforming tender or has failed to accept award of the contract or purchase order. ASYAD reserves the right to reject any tender submitted without a Tender Bond.

7 Pre- Bid Clarification Meeting

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

8 Outline Tender Process and Submission of Tender

- 8.1.1 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 are the discretion of ASYAD.

- 8.1.2 The proposed Tender Process schedule is:

Activity	Date
Issue of T1-Invitation to Tender	06/05/2018
Clarification Request Closing Date	16/05/2018
Tender Submission Date	20/05/2018

Tenders to be submitted by 2:00 PM Oman local time on or before Tender Submission Date.

9 Tender Award

If 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.



10 Appendix 1 – Tenderer Details for this Tender

Contract/ Tender number	C-011-18
Contract/ Tender title	Legal Services Panel for ASYAD Group
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.....

11 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.

11.1 Definitions

11.1.1 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.

11.1.2 Confidential Record

Shall mean all Tender Documents, Clarifications and any other material containing Confidential Information.

11.1.3 Third Party

Shall mean any party other than ASYAD or Tenderer.

11.2 Confidentiality

11.2.1 Tenderer shall preserve and cause its employees to preserve the confidentiality of any Confidential Information.

11.2.2 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.

11.2.3 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.

11.3 Copyright

11.3.1 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.

11.4 Return of Confidential Record

11.4.1 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.

11.5 Third Parties

- 11.5.1 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.

11.6 Validity

- 11.6.1 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 2018

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

(Signature)

Name: _____

Position: _____

For: _____