

Request for Proposal (RFP)
C-031-18

**Design, Build, Finance, Operate and Transfer
of Truck Rest Area in Adam**

T1 – REQUEST FOR POPOSAL

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1.0 Project Brief

1.1 Overview

- 1.1.1 Oman is rapidly transforming itself into a major industrial, transportation and logistics center, fueled by the growing logistics sector and excellent seaport and airport infrastructure and overland connectivity to neighboring countries. Oman has over 64,000 registered trucks and a large number of trucks enter Oman every year from neighboring countries.
- 1.1.2 Despite the large number of trucks on Oman's roads, its truck parking infrastructure is significantly underdeveloped in comparison with its world class transportation infrastructure, creating illegal parking, traffic congestion, unsafe traffic conditions, public safety and environmental concerns in various industrial and urban areas in Oman. In addition, it may become a bottleneck to the growth of Oman's logistics infrastructure if this development need remains unaddressed.
- 1.1.3 In order to meet this challenge, the Ministry of Transport and Communications (MOTC) has identified business opportunities to streamline truck parking in Oman and encourages the private sector's participation and expertise in the development of truck rest areas at strategic locations to provide parking, accommodation, retail and related facilities and amenities to truck and truck drivers. The purpose of the truck rest areas is to reduce illegal parking and road congestion, improve road safety and provide improved services and facilities for the truck drivers.
- 1.1.4 ASYAD (Oman Global Logistics Group S.A.O.C.), a 100% government holding company, established by the Omani Government as part of its initiative to transform Oman into an international logistics hub (www.asyad.om), acts as the Project Promoter of this initiative and seeks Base Proposals from eligible private sector developers for the development of a truck rest area and related facilities in Adam through a Build, Own, Operate and Transfer (BOOT) development model, including master planning, design, build, finance, operation and maintenance of the facility (Project) for a period of 25 years.
- 1.1.5 Oman Road & Transport Management Company LLC, a 100% owned company by ASYAD, mandated by MOTC for development, operation, management and maintenance of public services in the Sultanate, including but not limited to the public transport services and road related systems and services, shall be the Employer in the contractual arrangement with the private developer of the Project.
- 1.1.6 In addition to the Project in Adam, ASYAD has identified truck rest area projects in Haima and Thumrait currently floated under separate RFPs (C-032-18 & C-033-18).

1.2 Mandatory and Value Added Facilities

- 1.2.1 The Project shall include mandatory facilities such as Truck Parking, Public Toilet and Shower Facilities, Truck Maintenance and Repair, Mosque and Fuel Station.
- 1.2.2 The Project may include value added facilities such as Driver's Accommodation, Dining facilities, Clinic and Pharmacy, Commercial Building for retail and businesses, Office Space (for project support only) or other facilities which the Developer may deem fit without compromising the scale and quality of mandatory facilities in order to increase Project's revenue stream.

1.3 Contractual Arrangement

- 1.3.1 The land shall be leased to the Developer for the development of the Project for a period of 25 years, after which the Project shall be transferred back to the Employer free of cost.

- 1.3.2 The Project shall be developed on Build, Own, Operate and Transfer (BOOT) model. The Developer shall design, build, finance, operate and maintain all the facilities that are part of the Project and shall transfer all the assets to the Employer, free of cost, at the end of the contract term.
- 1.3.3 Project revenue to the Developer shall comprise of user fee, lease rentals from occupants of commercial buildings (banks, insurance companies, etc.) and advertisement income. Except for parking and mosque, fee may be charged by the Developer from the users for availing the services/facilities.
- 1.3.4 Revenue risk such as risk of number of truckers availing the facilities, number of occupants of commercial building, etc. shall be borne by the Developer.
- 1.3.5 The Developer may lease-out, sub-let or assign the individual facilities to different operators to operate and / or to maintain. However, the ownership of the entire Project shall remain with the Developer. The Developer shall be responsible for quality of services and their upkeep. Operational lease / maintenance arrangement with third parties would not salvage the operator from any of its responsibilities.
- 1.3.6 The Developer shall pay an annual Lease Fee to the Employer as per its proposal for an initial period of 25 years. The proposed lease rate will be one of the financial bidding parameters for this RFP.
- 1.3.7 In case the project revenue amount is insufficient to cover for its investment cost, operations and reasonable profit, the Developer shall be paid a one time fixed Development Fund by the Employer to cover for (part) of the basic infrastructure cost, such as truck parking and pavement as per its Proposal construction milestone. This proposed fixed Development Fee shall be one of the bidding parameter for this RFP.

1.4 Project Location

- 1.4.1 The land size is approx. 70,000 sqm located in nearby Adam, provided on an as-is, where-is basis.

2.0 Pre-requisites for Collection of RFP Documents

2.1 Proposer Details Sheet

2.1.1 In order to correctly identify the Proposer and the Proposer's point of contact for this RFP, Appendix 1 shall be completed by the Proposer and presented by hand to the Oman Logistics Company SAOC Supply Chain Department or scanned and forwarded via email to tenders@asyad.om before the RFP documents can be released to the Proposer.

2.2 RFP Fee

2.2.1 The RFP Fee for this RFP is Omani Rials Five Hundred (OMR 500).

2.2.2 A cheque with above mentioned value in favour of "Oman Global Logistics Group SAOC (ASYAD)" and identifying the Proposer's name and the RFP number (e.g. Int. Proposer Co. deposit for RFP C-031-18) must be presented, by hand, to the Supply Chain Department before the RFP Documents can be released to the Proposer.

Or

2.2.3 Bank transfer of OMR 500 to the following Oman Global Logistics Group S.A.O.C (ASYAD) bank account and the transfer receipt must be presented by hand to the Supply Chain Department or scanned and forwarded via email to tenders@asyad.om in order to collect the RFP Document:

Oman Global Logistics Group SAOC (ASYAD)

Name of Bank: HSBC Bank Oman S.A.O.G

Account No.: 002-410603-001

Bank address: Head Office Building, Al Khuwair

SWIFT/Bank Code: BBMEOMRX

2.3 Non-Disclosure Undertaking

2.3.1 Upon receipt of this Request for Proposal, the Proposer shall sign the attached Non-Disclosure Undertaking (Appendix 2). The Non-Disclosure Undertaking must be completed, signed by an authorised person, stamped with the Proposer's company stamp and delivered by hand to the Supply Chain Department or scanned and forwarded via email to tenders@asyad.om.

3.0 Collection of RFP Documents

3.1 RFP Documents Collection Procedure

3.1.1 Once the Pre-Requisites to collect RFP Documents specified in Paragraph 2 have been fulfilled and submitted to ASYAD, the RFP documents will be sent to the Proposers via email through the assigned contact point specified in Appendix 1.

APPENDIX 1 – PROPOSER DETAIL SHEET

RFP number	C-031-18
RFP title	[Subject]
Full name of Proposer (In case of consortium, write the name of lead company)	
Postal Address	
City	
Country	
Web site	
Office main tel. number	
Country of registration	
Status in Oman	Agent/locally registered branch office/company incorporate in the Sultanate of Oman/foreign company
Ownership details (percentages and names, indicate where Omani)	-% - -% - -% -

Proposer’s representative to whom all RFP correspondence shall be addressed

Name of person	
Fax number	
Telephone number	
Mobile number	
E-mail address	

Proposer’s agent in Oman (if appointed)

Omani agent name	
Postal address	
Fax number	
Telephone number	
Mobile number	
E-mail address	
Our Omani agent is permitted to pick up the RFP documents on our behalf	Yes No, we will pick up the documents ourselves. No, please send the documents to my foreign address stated above.

RFP Fee is paid and receipt attached:

RFP Documents Received By: Signature.....

ID Card No.....

APPENDIX 2 – NON-DISCLOSURE UNDERTAKING

The Proposer hereby undertakes as follows:

1. In connection with this RFP C-031-18 for Design, Build, Finance, Operate and Transfer of Truck Rest Area in Adam, ASYAD shall disclose to the Proposer certain information about ASYAD, the Project, and/or its business or activities that ASYAD considers proprietary (hereinafter “Information”). Such Information may include, without limitation, legal, technical, commercial, financial, or management Information and/or data of any nature, including information or data relating to financial forecasts, studies, reports, practices, customer or investor lists, products, contracts, strategic planning, business alliances, systems, software or marketing, and/or other Information disclosed or submitted, orally, in writing, or by any other media.
2. With respect to Information provided under this Undertaking, the Proposer must:
 - A. hold the Information in strict confidence;
 - B. use the Information only for the purpose of preparing this proposal or as otherwise expressly authorized in writing by ASYAD;
 - C. not disclose the Information, except with the prior written approval of ASYAD; and
 - D. advise any person to whom it discloses the Information of their obligations with respect to the Information and procure that they hold it in confidence and do not use or disclose it, except only for the purpose of preparing this proposal or as otherwise expressly authorized in writing by ASYAD.
3. The Proposer shall have no obligation to preserve the confidential and proprietary nature of any Information which:
 - A. is or becomes publicly available by other than an unauthorized disclosure; or
 - B. was previously known by the Proposer free from any obligation to keep it in confidence or is received from a third party whom the Proposer reasonably believes is free to divulge the same; or
 - C. is required to be disclosed pursuant to a court order or required by any governmental authority or agency and prompt written notice of such requirement is given to ASYAD.
4. If the Proposer breaches or threatens to breach this Undertaking, ASYAD expressly reserves the right to:
 - A. bring legal proceedings against the Proposer;
 - B. seek damages or any other legal or equitable relief; and
 - C. seek recovery of its legal and other costs incurred in such proceedings on a full indemnity basis.
5. The Information is the property of ASYAD and upon termination or expiry of this Undertaking, the Proposer will upon the request of the ASYAD return to ASYAD all Information received in tangible form together with any copies thereof or destroy such Information and certify the same on request.
6. This Undertaking shall be deemed effective on the date it is signed and shall remain valid for a period of twenty five (25) years.
7. This Undertaking does not constitute any obligation to enter into any business relation between the Proposer and ASYAD, no claims of whatever nature or source can be made during or after termination or expiry of this Undertaking except those related to the articles stated herein.

8. This Undertaking shall be governed by and construed in accordance with the Laws and regulations of the Sultanate of Oman. Any dispute arising from this Undertaking shall be subject to resolution before the concerned Court in Muscat, Sultanate of Oman.

Agreed and accepted this day of 2018

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

(Signature)

Name: _____

Position: _____

For: _____