


|   |                             |
|---|-----------------------------|
|  |                             |
| Attention:  | To whom it may concern      |
| Date:   | 4/12/2018                   |
| From:   | Oman Rail Company L.L.C.    |
| Our Reference:  | <i>Tender No.C-034R-18;</i> |

Dear Sir,

Oman Rail Company L.L.C. ('Oman Rail') invites 'Tenderers' to submit proposals for the Tender of Services in accordance with the terms and conditions set down in this Tender Document. Successful Tenderers will be awarded the contract.

The Tender Documents comprise the following Sections:

|    |                                  |
|----|----------------------------------|
| T1 | Invitation for Tender            |
| T2 | Instructions to Tenderers        |
| T3 | Data to be submitted by Tenderer |
| C1 | Form of Agreement                |
| C2 | Special Conditions               |
| C3 | General Conditions               |
| C4 | Scope of Work                    |
| C5 | Schedules of Prices              |

Only section T1 is provided; the other documents will be issued to any interested Tenderer that pays the fee, submits confirmation of fee payment and the Tenderer Data Sheet attached under Appendix 1 and Appendix 2.

In the preparation and submission of the Tender documents, Tenderer's shall comply with the Tender requirements. Oman Rail reserves the right to disqualify the Tenderer if any of the requirements included in the Tender Documents are not met.

Yours faithfully,

For Oman Rail Company L.L.C.

## T1, INVITATION FOR TENDER

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## 1.0 Terms of Tender and Overview

### 1.1 Description of Scope of Work/Service/Supply

- 1.1.1 Oman Rail (also known as the PMO or INSHA) requires professional support personnel for the execution of its client's projects. This support would comprise of qualified and experienced personnel being deployed from the Consultant to Oman Rail to undertake work under their direct leadership. The Consultant's personnel would supplement Oman Rail's team and capabilities.

### 1.2 Minimum Requirements to Participate in the Tender

- 1.2.1 The Consultant shall be located in Oman

- 1.2.2 Consultant has experience in Personnel Supply for engineering disciplines for 5 years in Oman

#### 1.2.3 Technical Requirements

- 1.2.4 The Consultant shall be adequately resourced with professional & technical capacity to supply manpower during a period of five years on call-off basis.

- 1.2.5 No affiliate of the Tenderer shall be eligible to Tender or participate in a Tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the Tenderer and the affiliate. This may also include Approved Registration requirements with Oman Rail.

## 2.0 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 Contract Section on or before the final date for collection of tender Documents.

### 2.2 Tenderer document can be obtained from the E. Tendering website

<https://etendering.tenderboard.gov.om>, against non-refundable payment as mentioned below for each set of documents.

### 2.3 Tender Fee

- 2.3.1 The Tender Fee for this Tender is **RO 100.000** payable online.

- 2.3.2 For more details please call +968 24166670.

### 2.4 Confidentiality Declaration

- 2.4.1 On receipt of this Document (Section T1) the Tenderer shall sign the attached Confidentiality Declaration (Appendix 2). The Confidentiality Declaration must be completed, signed by an authorised person, stamped with the Tenderer company stamp, and be presented, by hand or scanned and forwarded via email, to the Oman Rail Contract Section.

## 3.0 Oman Rail Contact Point

- 3.1.1 All correspondences pertaining to the Tender inquiry must be online at the e-tendering system.

- 3.1.2 Oman Rail email ID [tenders@omanrail.om](mailto:tenders@omanrail.om)

## 4.0 Pre Bid Clarification Meeting

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

## 5.0 Outline Process and Submission of Tender documents

5.1.1 The proposed tender Process schedule is:

| Activity                                      | Date      |
|---|-----------|
| Issue of T1-Invitation for Participation      | 4/12/2018 |
| Tender Documents available for collection     | 4/12/2018 |
| Final date for collection of tender Documents | 07/2/2019 |
| Clarification Request Closing Date            | 21/2/2019 |
| Bid Submission Date                           | 28/2/2018 |

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

## 6.0 Tender Award

In the event that Oman Rail considers Tenderer to be commercially a potentially successful competitor for the award of the contract, Oman Rail may subject Tenderer to a further technical and financial evaluation. Only when a tenderer satisfies Oman Rail technical, financial and commercial requirements will a Contract be awarded.

Oman Rail reserves the right to award the tender on split basis or to award this tender one or more technically accepted tenderers.

## 7.0 Appendix 1 – Tenderer Details for this Tender

|   |  |
|---|--|
| Tender number   | C-034R-18  |
| Title   | Personal Supply Services for Oman Rail                                 |
| Full name of Tenderer   |  |
| Postal Address  |  |
| City  |  |
| Country   |  |
| Web site  |  |
| Office main telephone number  |  |
| Country of registration   |  |
| Status in Oman  | Agent / locally registered branch office / Omani LLC / foreign company |
| Ownership details<br>(percentages and names,<br>indicate where Omani) | - XX% -<br>- XX% -<br>- 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<br>No, we will pick up the documents ourselves.<br>No, please send the documents to my foreign address stated above. |

Fee is paid and receipt attached: ☐

Tender Documents Received By:

Signature .....

ID Card No.....

## 8.0 Appendix 2 – Confidentiality Declaration

The undersigned ..... having its principal office ..... (The 'Tenderer') hereby declares vis-a-vis Oman Rail Company (Oman Rail), 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.

### 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 Documents, Clarifications and any other material containing Confidential Information.

#### 8.1.3 Third Party

Shall mean any party other than Oman Rail 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 Tenderer 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 Oman Rail.

#### 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 Oman Rail) who could lawfully do so and who did not derive such Confidential Information or Confidential Record from Oman Rail.

### 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 Oman Rail. Copyright in any record containing geological or geophysical data acquired or generated by Tenderer in connection with the Contract shall be vested in Oman Rail.

### 8.4 Third Parties

#### 8.4.1 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.

**8.5 Validity**

8.5.1 This Confidentiality Declaration shall be valid for a period of 6 (six) years from the date signed by the Tenderer.

**8.6 Governing Law**

8.6.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the Sultanate of Oman.

Agreed and accepted this

..... day of ..... 2018

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

\_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

For: \_\_\_\_\_