	
Attention:	To whom it may concern
Date:	15.03.2015
From:	Oman Rail Company SAOC
Our Reference:	<i>Tender # C-008-15; Appointment of Legal Advisory Panel for Oman Rail</i>

Dear Sir,

Oman Rail Company SAOC, ('ORC') 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 accord 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 Clarifications and Adenda
- C3 General Conditions
- C4 Scope of Work
- C5 Schedules of Prices
- C6 ICV and Omanisation
- C7 Data Provided by Consultant

Only section T1 is provided; the other documents will be issued to interested Tenderers that pay the Tender fee and submit confirmation of payment of the Tender Fee and the Tenderer Data Sheet attached under Appendix 1 to the undersigned.

In the preparation and submission of the Tender, Tenderer shall comply with the Tender Documents. ORC 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 SAOC, ORC



Oman Rail Company SAOC

Tender Number :C-008-15

Title of Tender – Appointment of Legal Advisory Panel  
for Oman Rail

T1, Invitation To Tender

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**1.0 Terms of Tender and Tender Overview**

**1.1 Terms of Tender**

1.1.1 The terms and conditions applicable to this Tender Process are detailed in Sections T1, T2, T3. T2 and T3 may only be available with the complete Tender Document following payment of the Tender Fee.

**1.2 About Oman Rail Company**

1.2.1 Oman plans the construction of a new transport and logistics infrastructure: a modern railway network, for freight / passenger with future plans for high speed rail. The new railway network will connect the centres of population and growth drivers of Oman and will also be part of the GCC Railway Network. It will provide connectivity to GCC Countries through UAE at Al Buraymi and Khatmat Milahah and in future it will connect Yemen with other GCC Countries.

1.2.2 The new infrastructure offers a unique opportunity for the country by enhancing the local capacity (population, industries), and also contributing substantially to the wealth of the country by an increased “In Country Value” (ICV), so providing socio-economic benefits.

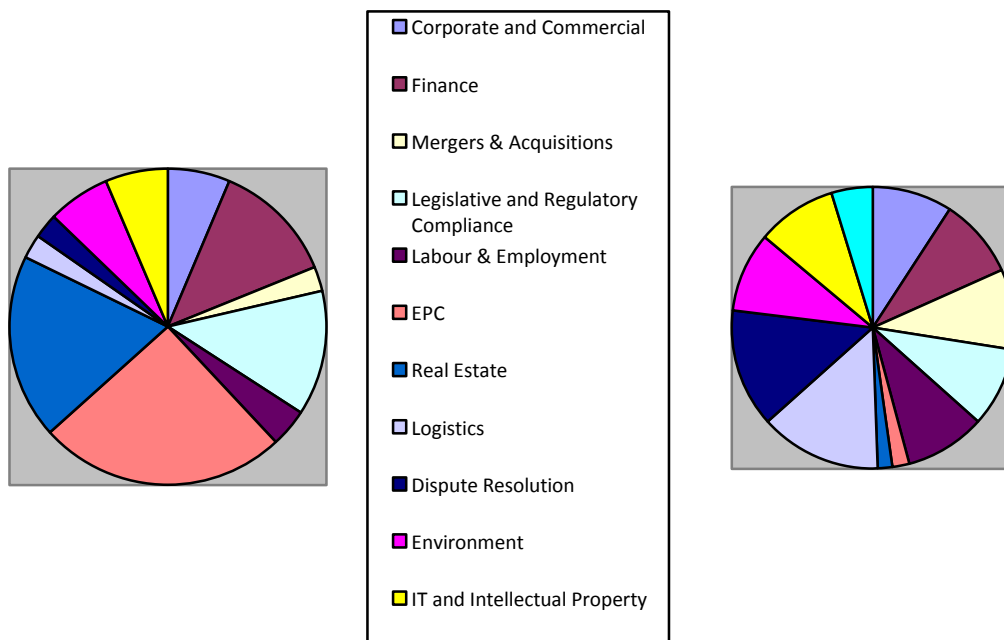
1.2.3 Oman Rail Company is a government funded company established in 2014 for the development of the new railway network in the Sultanate of Oman.

**1.3 Description of Scope of Work/Service/Supply**

ORC requires a number of categories of legal support as shown below. As a result of the wide scope of required services, ORC is planning to form a panel of local and international legal advisors.

*Indicative current requirement*

*Indicative future requirement*



Oman Rail Company SAOC (“ORC”) intends to establish a panel of local and international legal advisors who ORC may select for assignments in one or more of the mentined areas.

## **1.4 Minimum Requirements to Participate in Tender**

### **1.4.1 Technical Requirements –**

- a. Following is the brief description of **minimum capability**, experience required in order to participate in the Tender.
  - o GCC presence
  - o Should have experience for assignments in one or more of the above mentioned areas of not less than 5 years with major companies.

1.4.2 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 ORC.

## **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 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 100.000**

2.2.2 A cheque with above mentioned value in favour of “Oman Rail Company” and identifying the Tenderers' name and the Tender number (e.g. Int. Tenderer Co. deposit for Tender C-008-15) must be presented, by hand, to the Tender Section before the Tender Documents can be released to the Tenderer.

### **2.3 Confidentiality Declaration**

2.3.1 On receipt of the 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 Tenderers company stamp, and be presented, by hand or scanned and forwarded via email, to the ORC Tender Section.

## **3.0 ORC Contact Point**

3.1.1 All communication with ORC shall be through Clarification Requests, in writing and addressed to [tenders@omanrail.om](mailto:tenders@omanrail.om) . No Clarification Requests shall be entertained after the Clarification Request Closing Date included in the table in Article 7 below.

## **4.0 Tender Collection**

### **4.1 Collection of Tender documents**

- 4.1.1 Once the Tenderer Details Sheet, Confidentiality Declaration and confirmation of payment of Tender Fee requested in Article 2 has been received, the ORC shall inform the Tenderer the time and date of the availability of the Tender Documents.

## 5.0 Pre Bid Clarification Meeting

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

## 6.0 Outline Tender Process and Submission of Tender

- 6.1.1 The Technical Tender Submission Date and the Commercial Tender Submission Date are the same but the Technical Tender and Commercial Tender shall be submitted in individually sealed separate packages. The opening of the Technical Tender and Commercial Tender are the discretion of ORC.

- 6.1.2 The proposed Tender Process schedule is:

Activity	Date
Issue of T1-Invitation to Tender	15.03.2015
Tender Documents available for collection	15.03.2015
Final date for collection of Tender Documents	23.03.2015
Clarification Request Closing Date	29.03.2015
<b>Tender Submission Date</b>	<b>06.04.2015</b>

Bids to be submitted by 2.00 PM on or before Tender Submission Date.

## 7.0 Tender Award

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

### 8.0 Appendix 1 – Tenderer Details for this Tender

Contract/ Tender number	C-008-15
Contract/ Tender title	Appointment of Legal Advisory Panel for Oman Rail
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 fee is paid and receipt attached:

Tender Documents Received By:

Signature .....  
Resident Card No.....

## 9.0 Appendix 2 – Confidentiality Declaration

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

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

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

### 9.4 Third Parties

9.4.1 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.



**9.5 Validity**

9.5.1 This Confidentiality Declaration shall be valid for a period of 5 (five) years from the date signed by the Tenderer.

**9.6 Governing Law**

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

Agreed and accepted this

..... day of ..... 2015

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

\_\_\_\_\_

(Signature)

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

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

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