

	
Attention:	To whom it may concern
Date:	06.04.2015
From:	Oman Rail Company SAOC
Our Reference:	<i>Tender # C-010-15; Provision of Construction supervision for Oman Rail Segment-1 EPC contract</i>

Dear Sir,

Oman Rail Company SAOC, ('Oman Rail') invites 'Tenderer' to Tender for the 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 Special Conditions
- C3 General Conditions
- C4 Scope of Work
- C5 Schedules of Prices
- C6 Technical Specifications and Drawings
- C7 ICV and Omanisation
- C8 Contract Procedure
- C9 HSE Specifications
- C10 Data Provided by the 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 and Appendix 2.

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



Oman Rail Company SAOC

Tender Number :C-010-15

Title of Tender – Provision of Construction supervision for Oman Rail Segment-1 EPC contract

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

The purpose of this Contract is to assign the Construction Supervision of the EPC contract works of segment 1 to be part of the Integrated Management Team (IMT), which will be formed by Oman Rail personnel, Project Management Consultancy (PMC) personnel and Construction Supervision (CS) personnel itself.

Furthermore, to implement the Oman Rail project, the Employer has already engaged Italferr S.p.A. as a Preliminary Design Consulting Engineer (PDC).

The Construction Supervision Consultant (CSC) will be appointed by Oman Rail. The CS Personnel shall provide Site Construction Supervision of EPC works. The reporting shall be to the representative appointed by Oman Rail.

The services to be provided by the CSC to Oman Rail are related to carrying out the overall Construction Supervision related to EPC contract for Segment 1.

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 Experience in major Construction Supervision for Infrastructure / Railways projects (minimum project value of 500m USD) in the last 10 years.

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 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 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 1500.000**

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-010-15) must be presented, by hand, to the Tender Section before the Tender Documents can be released to the Tenderer. Or,

Deposit a non-refundable 'Tender Fee' into the Oman Rail bank account:

Beneficiary : Oman Rail Company
Bank Name : Meethaq Islamic Banking
Branch : Al Khwair-0625
Swift Code : BMUSORXxx
Account No. : 0625040639900018

Currency: OMR

A receipt confirming deposit and identifying the Tenderers' name and the Tender number must be presented, by hand or scanned and forwarded via email, to the Contract 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 Oman Rail Tender Section.

3.0 Oman Rail Contact Point

3.1.1 All communication with Oman Rail shall be through Clarification Requests, in writing and addressed to 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 Oman Rail shall inform the Tenderer the time and date of the availability of the Tender Documents.

5.0 Tender Bond

5.1.1 To ensure conformance of the Tender, the Oman Rail 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 Oman Rail as part of the Technical Tender under separate cover. The Tender Bond shall be enOman Railed in the event that Tenderer fails to submit and substantiate a conforming tender or has failed to accept award of the contract or purchase order.

6.0 Pre Bid Clarification Meeting

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

7.0 Outline Tender Process and Submission of Tender

7.1.1 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 Oman Rail.

7.1.2 The proposed Tender Process schedule is:

Activity	Date
Issue of T1-Invitation to Tender	6.04.2015
Tender Documents available for collection	6.04.2015
Final date for collection of Tender Documents	20.04.2015
Clarification Request Closing Date	04.05.2015
Tender Submission Date	18.05.2015

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

8.0 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.

9.0 Appendix 1 – Tenderer Details for this Tender

Contract/ Tender number	C-010-15
Contract/ Tender title	Provision of Construction supervision for Oman rail Segment-1 EPC contract
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 <i>(percentages and names, indicate where Omani)</i>	- 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
ID Card No.....

10.0 Appendix 2 – Confidentiality Declaration

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

10.1 Definitions

10.1.1 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.

10.1.2 Confidential Record

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

10.1.3 Third Party

Shall mean any party other than Oman Rail or Tenderer.

10.2 Confidentiality

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

10.2.2 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.

10.2.3 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.

10.3 Copyright

10.3.1 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.

10.4 Third Parties

10.4.1 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.

10.5 Validity

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

10.6 Governing Law

10.6.1 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: _____