

 <p>OMAN RAIL</p>	
Attention:	To whom it may concern
Date:	3rd June 2015
From:	Oman Rail Company SAOC
Our Reference:	Tender No C-011-15 Provision of Network Independent Safety Assessment (ISA)

Tender No: - C-011-15

Tender Title: Provision of Network Independent Safety Assessment (ISA)

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 accordance with the Form of Agreement.

The Tender Documents shall comprise the following Sections:

- T1** Invitation to Tender
- T2** Instruction to Tenderers
- T3** Data to be provided by Tenderers
- T4** Segment 1 EPC construction Tender general technical requirement
- C1** Form of Agreement (including Appendix "The Contract Schedule")
- C2** special Conditions
- C3** General Conditions
- C4** Scope of Service
- 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. 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-011-15

**TENDER TITLE: PROVISION OF NETWORK
INDEPENDENT SAFETY ASSESSMENT (ISA)**

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, and 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 What is Independent Safety Assessment (ISA)?

1.3.1 "Independent Safety Assessors" (ISAs) are those bodies approved or accredited as competent to discharge independent safety assessment and safety audit of new or altered railway products, systems and networks and to assess significant changes to an existing railway network that might impact upon safety.

1.3.2 The terms "independent assessor", "Assessment Body (AB)", "independent professional reviewer" and "independent competent person" may also sometimes be used to describe organisations discharging ISA and related railway technical assessment, verification and certification activities.

1.3.3 ISA organisations employ technical experts and functional specialists (e.g. for signalling, rolling stock, safety engineering etc.) to undertake independent professional review of a Client's activities. ISAs are appointed at the start of a given project and are usually employed for the duration of the project lifecycle.

1.3.4 ISAs are not involved in the management or delivery (e.g. design and construction) of a project, nor are they appointed to advise how a project should be carried or to assist in the selection of safety measures or validate decision making. The ISA does not accept any risk responsibility or risk transfer from the Client.

1.3.5 The ISA provides assurance that safety targets and safety requirements are defined and achieved for a given railway product, system or network and that related statutory undertakings have been addressed. They make formal categorized observations, identify non-conformances for a defined activity and will make recommendations and propose corrective actions to enable a project to progress to the next phase. They are free of commercial influence and outside of line management and through rigorous, life-cycle based safety assessment and safety audit, they provide confidence to clients, contractors, suppliers and regulators that risks imported onto the railway network are reduced to be As Low As is Reasonably Practicable (ALARP).

1.3.6 ISA is not unique to the railway industry. International Electro-technical Commission standard IEC 61508 "Functional Safety of Electrical/Electronic/Programmable Electronic Safety-Related Systems" defines risk assessment criteria and the type of ISA required (dependent on Safety Integrity Level (SIL)) for safety-related systems used in other industries including defence, nuclear, automotive and air traffic control.

1.3.7 As a minimum, most national railways mandate ISA as defined in IEC 61508 to demonstrate management of risk and functional safety to the satisfaction of all parties for safety-related systems (e.g. signalling). This is especially important where railway products and systems are interoperable and cross-acceptance of these is relied upon for their safe use across more than one national railway network. ISAs ensure a consistent application of assessment and prevents

unnecessary and costly duplication of assurance activities as well as assuring all concerned as to the safety of others' railway networks (e.g. the GCC Railway Mainline).

- 1.3.8 For safety-related products and systems, a documented "Safety Case" is produced to demonstrate safety in accordance with a suite of international rail standards (e.g. EN 50126, EN, 50128 and EN 50129).
- 1.3.9 Within the European Union (EU), a framework for Common Safety Methods (CSM) for "independent assessment" is mandated through law by 2004/49/EC "Railway Safety Directive" for railway products, systems (e.g. European Rail Traffic Management System (ERTMS)), and networks and this extends beyond the requirements of IEC 61508 to include safety-related organisational and operational network changes.
- 1.3.10 Such assessment is undertaken by accredited "Assessment Bodies" (ASBOs) and it is common for ISA bodies to be ASBOs and conduct technical assessment and assurance duties for national and international railways and their supply chains as "Notified Bodies" (NOBOs) or "Designated Bodies (DBs)".
- 1.3.11 These assurance principles have also been adopted as best practice and applied in other countries, including Asia and the Middle East (e.g. Saudi Railway Commission) and are mandated as part of the GCC Common Guidelines for safety regulation of the GCC Railway Mainline under the proposed GCC Railway Authority.
- 1.3.12 ISA bodies and their scope of expertise are normally approved by a railway's national safety authority (NSA) in accordance with statutory provisions and may also accredited by a national accreditation body (e.g. UKAS in UK, DANAK in Denmark etc.) against industry conformity assessment standards (e.g. ISO/IEC 17020, 17025 & 17065), under industry accreditation schemes (e.g. ISIS/RISAS in the UK).

1.4 Description of the Service

- 1.4.1 The Client wishes to appoint a *Network ISA* and the competence, capability and qualifying requirements for the provision of the Services are described in further detail in (section T3 Data to be provided by Tenderer).
- 1.4.2 The "Services" include the provision of all management, supervisory, administrative and technical personnel, work and personal equipment, transportation and travel, office facilities, personal accommodation, I.T. and telecommunications equipment etc. and discharging of all assessment, auditing and reporting activities and all other necessary requirements, as appropriate, as described in this document.
- 1.4.3 It is anticipated that separate ISA bodies shall also be appointed, as appropriate, by the Client's contractors for Segment infrastructure systems and sub-systems (e.g. for the ERTMS ETCS Level 2 system) and by suppliers for traction and rolling stock (T&RS). Design requirements, quantities and delivery timescales for T&RS (including on-track and road-rail equipment) have not yet been determined but it is anticipated that procurement will commence during 2016 with initial deliveries expected during the course of 2018.
- 1.4.4 ISA bodies who are, or intend to be, employed by the Client's contractors and suppliers are hereafter referred to as "System ISA". System ISA activities are excluded from this Scope of Services.
- 1.4.5 For the purposes of demonstrating independence and avoiding potential conflicts of interest, the Consultant is not permitted to discharge the role of both Network ISA for the Client and System ISA for contractors and suppliers, unless the Consultant can demonstrate (e.g. through legal and organisational separation of its business entities, activities and personnel) that such conflicts can be eliminated or avoided. The Tenderer is obliged to declare any existing or potential conflict to Oman Rail.

1.5 Minimum Requirements to Participate in Tender

1.5.1 Technical Requirements –

Following are the brief description of minimum eligibility, capability, experience are required in order to participate in the Tender:

- a) The Tenderer must be independently certificated to ISO 9001:2008 standard by a recognised and registered third-party certification body (e.g. DNV, BV, LRQA etc.).
- b) The Tenderer must be approved as competent to discharge the role of ISA (or "independent assessor" as defined in EU Regulation 402/13 as per EC Directive 2004/49/EC) by a railway National Safety Authority and/or be accredited by a recognised accreditation body (e.g. UKAS in UK) under an industry scheme (e.g. ISIS/RISAS).
- c) The Tenderer must be accredited by a recognised accreditation body against industry conformity assessment standards: ISO/IEC 17020, 17025, 17065.
- d) The Tenderer shall be an approved Notified Body (NOBO) (as defined in 2004/49/EC "Railway Safety Directive"), with experience of assessing and certifying the design and implementation of ERTMS ETCS Level 2 & GSM-R sub-systems and associated products, (as will be utilised for the GCC Railway Mainline) and ERTMS-fitted traction and rolling stock.

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 500.000**

- 2.2.2 The Tenderer can make the payment of the Tender fee either of the following options:

- a) Provide a cheque with value of RO.500 in favour of "Oman Rail Company" and identifying the Tenderers' name and the Tender number (e.g.Tenderer Co. deposit for Tender C-011-15) must be presented, by hand, to the Tender Section before the Tender Documents can be released to the Tenderer.

Or

- b) Make Bank transfer of RO.500 to the following Oman Rail Company account, which the transfer receipt must be presented in order to collect the Tender Document:

Oman Rail Company
Bank : Meethaq Islamic Banking
Branch: Al Khwair-0625
SWIFT : BMUSORXxx
Account: 0625040639900018

2.3 Confidentiality Declaration

- 2.3.1 Prior to collection of the Tender Document 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 before the Tender Documents can be released to the Tenderer.

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
- 3.1.2 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 enforced 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 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 Oman Rail.

6.1.2 The proposed Tender Process schedule is:

Activity	Date
Issue of T1-Invitation to Tender	03/06/2015
Tender Documents available for collection	04/06/2015
Final date for collection of Tender Documents	18/06/2015
Clarification Request Closing Date	2/7/2015
Tender Submission Date	30/07/2015

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

7.0 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.

8.0 Appendix 1 – Tenderer Details for this Tender

Contract/ Tender number	C-011-15
Contract/ Tender title	Provision of Network Independent Safety Assessment (ISA)
Full name of Tenderer	
Postal Address	
City	
Country	
Web site	
Office main tell 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% -

Name of company and address to be awarded the Contract (if different from details above)

Full name	
Registered address	
City	
Country	
Office main tell number	
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 ourselves. 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, 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 Oman Rail 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 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 Oman Rail.

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

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 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.

9.4 Return of Confidential Record

9.4.1 If Tenderer declines to submit a Tender or is notified that its Tender is unsuccessful, upon written notification thereof by Oman Rail, Tenderer shall destroy electronic copies and return all hard copy Tender Documents including Addenda and Clarifications to Oman Rail.

9.5 Third Parties

9.5.1 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.

9.6 Validity

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

Agreed and accepted this

..... Day of..... 2015

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

(Signature)

Name: _____

Position: _____

For: _____