

	
Attention:	To whom it may concern
Date:	12.05.2015
From:	Oman Rail Company SAOC
Our Reference:	<i>PQ-012-15; Prequalification of EPC Contractor for Conventional Civil Infrastructure Works and Railway Track for Oman Rail Project</i>

Dear Sir,

Oman Rail Company SAOC, ('Oman Rail') invites 'Applicants' to Tender for the prequalification of Services in accordance with the terms and conditions set down in this Prequalification Document. Successful Applicants shall be allowed to participate in "Engineering, procurement and Construction Tender" for segment 2 . Oman Rail, at its sole description, may decide to extend PQ result for segment 3a, 3b, 3c, 4a and 4b or may decide to go for another prequalification process.

The Prequalification("PQ") Documents shall comprise the following Sections:

- |    |   |
|----|---|
| T1 | Invitation for Prequalification (this letter including the pages attached hereto) |
| T2 | Instructions to Applicants  |
| T3 | Summery of Work   |
| T3 | Data to be submitted by Applicants  |

Only section T1 is provided; the other documents will be issued to interested Applicant that pay the fee and submit confirmation of fee payment and the Applicant Data Sheet attached under Appendix 1 and Appendix 2.

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

Yours faithfully,

For Oman Rail Company SAOC



Oman Rail Company SAOC

PQ Number :PQ-012-15

Title – Prequalification of EPC Contractor for Conventional Civil Infrastructure Works and Railway Track for Oman Rail Project

T1, Invitation for Prequalification

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## **1.0 Terms of Prequalification and Overview**

### **1.1 Terms of Prequalification**

1.1.1 The terms and conditions applicable to this Process are detailed in Sections T1, T2, T3, and T4. T2, T3 and T4 are only available following payment of the 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**

*This Prequalification process is for EPC for Oman Rail Project Segment 2. Oman Rail, at its sole discretion, may decide to extend it for segment 3a, 3b, 3c, 4a and 4b or may decide to go for another prequalification process.*

The scope of services of the EPC contractor covers the following fields:

1.3.1 **Detailed final design.** The detailed design will be based on the preliminary design delivered by the Preliminary Design Consultant. Additional surveys and studies (as like more detailed topographical studies, geotechnical investigations, hydrological and hydraulic studies, building reference surveys, utilities identification drawings) necessary for the detailed final design will be executed by the EPC Contractor.

#### **1.3.2 Procurement Functions**

The procurement procedure under which the Contractor or supplier designs and provides Works which are fully complete and ready for operation by the Employer.

1.3.3 **Construction** of the project to be fully operational including the integration and commissioning of all the subsystems of the railway project (especially the systems in close collaboration with the Railway Systems Contractor) and the maintenance of all the components of the infrastructure for two years specified in the Agreement.

### **1.4 Minimum Requirements to Participate in the Prequalification**

#### **1.4.1 Technical Requirements –**

Following is the brief description of minimum capability, experience required in order to participate in the PQ.

- a. Experience in final design and construction of completed/ongoing railway/infrastructure project(s) in the last 5 years with a total project(s) construction value of 1 billion USD.
- b. Experience in final detailed design of railway civil infrastructure for at least one major Railway Project in the last five years covering at least 200 km of single track or single project at least 100 km of double track (design speed of at least 160 km/h).

**The absence of any of the above mentioned experiences will disqualify the Applicant.**

1.4.2 No affiliate of the Applicant shall be eligible to participate in this PQ in any capacity whatsoever unless it can be demonstrated that

1.4.2.1 there is no conflict of interest arising in connection with Royal Decree no. 39/1982 or/and this offer. Applicant assures that the submission of this PQ document is not directly or indirectly submitted by any employee of Oman Rail Company, their spouse or any second degree relatives In line with Article 6 of The Tender Law.This may also include Approved Registration requirements with Oman Rail.

1.4.2.2 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 PQ Document**

### **2.1 Applicant Details Sheet**

2.1.1 In order to correctly identify the Applicant and the Applicant's point of contact for this PQ Process, Appendix 1 shall be completed by the Applicant and presented, by hand or scanned and forwarded via email, to the Contract Section before the PQ Documents can be released to the Applicant.

### **2.2 Participation Fee**

2.2.1 The participation Fee for this prequalification is **RO 3000.000**

2.2.2 A cheque with above mentioned value in favour of "Oman Rail Company" and identifying the Applicant' name and the PQ number must be presented, by hand, to the Contract Section before the PQ Documents can be released to the Applicant. Or,

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

Beneficiary : Oman Rail Company

Bank Name : Meethaq Islamic Banking

Branch : Al Khwair-0625

Swift Code : BMUSOMRXISL

Account No. : 0625040639900018

Currency: OMR

A receipt confirming deposit and identifying the Applicant' name and the PQ number must be presented, by hand or scanned and forwarded via email, to the Contract Section before the PQ Documents can be released to the Applicant.

## **2.3 Confidentiality Declaration**

2.3.1 On receipt of the this Document (Section T1) the Applicant shall sign the attached Confidentiality Declaration (Appendix 2). The Confidentiality Declaration must be completed, signed by an authorised person, stamped with the Applicant 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 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 Prequalification document Collection**

### **4.1 Collection of Prequalification documents**

4.1.1 Once the Applicant Details Sheet, Confidentiality Declaration and confirmation of payment of Fee requested in Article 2 has been received, the Oman Rail shall inform the Applicant the time and date of the availability of the PQ 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 Process and Submission of PQ documents**

6.1.1 The proposed PQ Process schedule is:

Activity	Date
Issue of T1-Invitation for Participation	12.05.2015
Prequalification Documents available for collection	13.05.2015
Final date for collection of PQ Documents	18.06.2015
Clarification Meeting	16.06.2015
Clarification Request Closing Date	25.06.2015
PQ Documents Submission Date	08.07.2015

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

## **7.0 PQ Qualification**

- 7.1.1 Following the prequalification Evaluation , all participants will be notified whether they have been successful or not.
- 7.1.2 Only successful participants will be invited to participate in the Tender.

**8.0 Appendix 1 – Applicant Details for this prequalification**

PQ number	PQ-012-15
Title	Prequalification of EPC Contractor for Conventional Civil Infrastructure Works and Railway Track for Oman Rail Project
Full name of Applicant	
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% -

**Applicant’s representative to which all PQ correspondence shall be addressed**

Name of person	
Fax number	
Telephone number	
GSM number	
e-mail address	

**Applicant’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 PQ documents on our behalf	Yes No, we will pick up the documents ourself. No, please send the documents to my foreign address stated above.

Fee is paid and receipt attached:

PQ Documents Received By:

Signature .....  
ID Card No.....



## 9.0 Appendix 2 – Confidentiality Declaration

The undersigned ..... having its principal office ..... (The 'Applicant') 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 Applicant 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 Applicant from, or disclosed to Applicant by the Company, or on behalf of Company, in connection with the PQ Documents, Clarifications and the prequalification 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 Applicant or part of public knowledge or literature.

#### 9.1.2 Confidential Record

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

#### 9.1.3 Third Party

Shall mean any party other than Oman Rail or Applicant.

### 9.2 Confidentiality

9.2.1 Applicant shall preserve and cause its employees to preserve the confidentiality of any Confidential Information.

9.2.2 Applicant 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 Applicant has been invited to submit a Tender and/or, if applicable, the fact that the Contract is awarded to Applicant;
- 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 Applicant; or
- b) been disclosed to Applicant 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 Applicant in connection with the Contract shall be vested in Oman Rail.

### 9.4 Third Parties

9.4.1 Applicant 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, Applicant 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 Applicant.

**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 Applicant

\_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
For: \_\_\_\_\_