

	
Attention:	To whom it may concern
Date:	17/10/2016
From:	Oman Rail Company
Our Reference:	<i>Tender No.C-004-16; Multifunctional Consultancy Services</i>

Dear Sir,

Oman Rail Company, ('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 Multifunctional Consultancy Services contract.

The Tender Documents comprise the following Sections:

- T1 Invitation for Tender
- T2 Instructions to Tenderers
- T3 Data to be submitted by Tenderers

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

T1, INVITATION FOR TENDER

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1.0 Terms of Tender and Overview

1.1 Terms of Tender

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

1.2 About Oman Rail Company

1.2.1 Oman Rail company is a subsidiary of Oman Global Logistics Group S.A.O.C, Oman Rail is responsible of the development of national rail network in the Sultanate of Oman.

1.2.2 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. The construction of a domestic railway system to the Ports of the Sultanate will support the development logistic chain in the country.

1.2.3 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.

1.3 Description of Scope of Work/Service/Supply

This Tender process is for Oman Rail consultancy services of railway facilities. Consultants will be evaluated against the below components. Multiple Consultants will be awarded the contract for the next 2 years with 2 possible extensions of 1 year each of Oman Rail requirements of consultancy services, the services will include the following Components,

- Operation and Maintenance
- Infrastructure
- Rolling Stock
- Management
- Railway Facilities
- Mass Transit System
- Auxiliary Services (Ports and Mines)

1.4 Minimum Requirements to Participate in the Tender

1.4.1 Technical Requirements –

- a) Minimum experience of Consultancy Services in Railway Projects for 15 years.
 - b) Minimum of One Consultancy Service in the last 5 years related to Railway Project.
- Evidence of the above requirements (a and b) shall be provided using forms attached in Appendices in T3 document "Data to be Submitted by Tenderers".

1.4.2 No affiliate of the Tenderer shall be eligible to participate in this Tender 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. Tenderer assures that the submission of this Tender 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 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 before the Tender Documents can be released to the Tenderer.

2.2 Participation Fee

2.2.1 The participation Fee for this Tender is **RO 500.00**

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

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

Beneficiary	: Oman Rail L.L.C
Bank Name	: Meethaq Islamic Banking
Branch	: Al Khuwair
Swift Code	: BMUSOMRXISL
Account No.	: 0625500147410001
Currency	: OMR

A receipt confirming deposit and identifying the Tenderer' 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 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 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 6 below.

4.0 Tender document Collection

4.1 Collection of Tender documents

4.1.1 Once the Tenderer Details Sheet, Confidentiality Declaration and confirmation of payment of Fee requested in Article 2 has been received, Oman Rail 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 Process and Submission of Tender documents

6.1.1 The proposed tender Process schedule is:

Activity	Date
Issue of T1-Invitation for Participation	17/10/2016
Tender Documents available for collection	17/10/2016
Final date for collection of tender Documents	07/11/2016
Clarification Request Closing Date	01/12/2016
Bid Submission Date	08/12/2016

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

7.0 Appendix 1 – Tenderer Details for this Tender

Tender number	C-004-16
Title	Multifunctional Consultancy Services
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 (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 ourselves. 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 5 (five) 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 2016

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

(Signature)
Name: _____
Position: _____
For: _____