

 <p>OMAN RAIL</p>	
Attention:	To whom it may concern
Date:	12th December 2017
From:	Oman Rail Company LLC
Our Reference:	Tender No C-015-17 Rail Public Private Partnership Advisory Services

Tender No: - C-015-17

Tender Title: Rail Public Private Partnership Advisory Services

Dear Sir,

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 (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 Services
- C5 Schedules of Prices
- C6 ICV Specifications
- C7 Data provided by Consultant
- C8 Standard Non-Disclosure Undertaking

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 LLC

SECTION T1, INVITATION TO TENDER

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1 Tender Overview

1.1 About Oman Rail

Oman Rail Company LLC (Oman Rail) is a subsidiary of ASYAD (Oman Global Logistics Group S.A.O.C), responsible of the development of national rail network in the Sultanate of Oman.

Oman plans the construction of a new transport and logistics infrastructure: a modern, multi-modal rail network for freight and passenger services. The new rail network will connect the centres of population and growth drivers of Oman and will form part of the GCC Railway Network. It will provide connectivity to GCC Countries through UAE at Al Buraymi and Khatmat Milahah and in the future, will connect Yemen with other GCC Countries. The construction of the domestic railway system serving Oman's deep-sea ports is also a key enabler for other industries such as mining and the industrial sectors.

The new infrastructure offers a unique opportunity for Oman by enhancing the local capacity (population, industries) and substantially contributing to the wealth of the country through increased "In Country Value" (ICV).

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

1.2 Description of Scope of Service

Oman Rail wishes to develop a Public Private Partnership (PPP) model suitable for the delivery of a heavy haul mineral railway. The model shall consider the whole value chain, including mining, rail infrastructure, export operations and offtake entities. Oman Rail envisages three (3) distinct stages in the process:

STAGE 1: PPP Structuring and Design

- a) Appraisal of legislative and regulatory frameworks covering all associated sectors.
- b) Proposed risk/reward transfer modelling.
- c) Identification, recommendation and development of appropriate PPP structures and commercial models.
- d) Structuring of associated project financing models / options.

STAGE 2: Preparation of PPP tender document

- a) Preparation of the tender document for the PPP, including all legal, contractual, financial, technical and pre-qualifying arrangements.
- b) Preparation of a PPP tender evaluation strategy and model.

STAGE 3: Assistance until contractual and financial close

- a) Assistance during the tender period.
- b) Assistance with tender evaluation.
- c) Assistance with post tender negotiations and engagement up until financial close, including redrafting/drafting of PPP agreements.

1.3 Minimum Requirements to Participate in Tender

1.3.1 Technical Requirements –

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

- Direct experience in complete project cycle of a cargo/bulk resource rail PPP in the past 10 years.
- Must indicate experience in the development of robust PPP financial models and participation from project inception to financial close.
- Must indicate experience in PPP contractual framework, finalizing development of PPP agreements, preparing and negotiating PPP agreements.

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.

2 Requirements to Collect Tender Document

2.1 Tenderer Details Sheet

- 2.1.1 To correctly identify the Tenderer and the Tenderer's point of contact for this Tender Process, Appendix 1 shall be completed by the Tenderer before collecting the Tender Document. Appendix 1 shall be presented, by hand or scanned and forwarded via email, to the Tender Section.

2.2 Tender Fee

- 2.2.1 The Tender Fee for this Tender is **RO 500**

- 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-015-17) must be presented, by hand, to the Tender Section before the Tender Documents can be released to the Tenderer.

Or

- 2.2.1 Make Bank transfer of **RO.500** to the following Oman Rail Company LLC account, which the transfer receipt must be presented to collect the Tender Document:

Oman Rail Company LLC

Name of Bank : Meethaq Islamic Banking

Account No. : 0625500147410001

Bank address : AL Khawair Branch

SWIFT/Bank Code : BMUSOMRXISL

2.3 Confidentiality Declaration

- 2.3.1 Prior to the submission of proposals, 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 Oman Rail tender section before the tender documents can be released to the Tenderer.

2.4 After Collecting the Tender Document

- 2.4.1 Once the Tenderer collect the physical copy of the Tender Document, a soft copy the of same shall be sent to Tenderer (via email), where the Tenderer is obliged to cross check and confirm both copies are matching & no discrepancies found.
- 2.4.2 Tenderer must acknowledge by a return email confirming the above.

3 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.

4 Pre-Bid Clarification Meeting

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

5 Outline Tender Process and Submission of Tender

- 5.1.1 The technical Proposal submission date and the commercial Proposal submission date are the same but the technical Proposal and commercial Proposal shall be submitted in individually sealed separate packages. the opening of the technical Proposal and commercial Proposal are the discretion of Oman Rail.
- 5.1.2 Tenders to be submitted by 2.00pm on or before Tender Submission Date set out in the Tender Announcement.

6 Tender Award

If 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.

Oman Rail reserves the right to award the Tender on split basis or to award this tender one or more technically accepted tenderers.

Appendix 1 – Tenderer Details for this Tender

Contract/ Tender number	C-015-17
Contract/ Tender title	Rail Public Private Partnership Advisory Services
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% -

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 (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 Documents Received by:

Signature

Resident Card No.....

Appendix 2 – Confidentiality Declaration

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

6.1 Definitions

6.1.1 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.

6.1.2 Confidential Record

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

6.1.3 Third Party

Shall mean any party other than Oman Rail or Tenderer.

6.2 Confidentiality

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

6.2.2 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.

6.2.3 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.

6.3 Copyright

6.3.1 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 about the Contract shall be vested in Oman Rail.

6.4 Return of Confidential Record

6.4.1 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.

6.5 Third Parties

6.5.1 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.

6.6 Validity

6.6.1 This confidentiality declaration shall be valid for a period of (five) 5 years from the date signed by the tenderer.

Agreed and accepted this

..... Day of 2017

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

(Signature)

Name: _____

Position: _____

For: _____