



ADDENDUM No. (2)

Reference: SEZAD Tender No. (17-2013) "CONSTRUCTION OF ROADS, INFRASTRUCTURE & BUILDINGS AT THE COMMERCIAL PRE-GATE, GATES AND INSPECTION ZONE, PORT OF DUQM "

Date of Collection of Tender Documents:
10/11/2014

Submission date: 10/02/2015

AMENDMENTS TO TENDER DOCUMENTS

Kindly be advised of the followings as they appear in the full set of issued Tender Documents (DVD-softcopy); note and amend accordingly.

1. Where/if any term of 'Tender Board' appears, this is to be amended to 'SEZAD Tender Committee'.
2. Where (if any term of) Tender Bond appears, this is to be amended to 'Bid Bond'.
3. The term 'Tenderer(s)' is to be replaced with 'Bidder(s)'.
4. Where the tenders shall be valid for ninety (90) days (including as appears in the Bid Bond); this is to be amended to one hundred twenty (120) calendar days.
5. Construction Period of 24 months where appears, to be amended to Thirty-Six (36) calendar months.
6. Under Clause 59(4)(c) 'Percentage for Adjustment of PC Sums contained within Provisional Sums' "..... percent (to be inserted by Tenderer (Bidder)" shall be ten percent (10%).
 - Bidder shall not insert any value; instead it shall herein be stated as ten percent (10%).
7. Page 27 of Volume 1 Prime Document; replace 'The Technical evaluation would carry a maximum of 70 points and Financial evaluation would carry a maximum of 30 points', with 'The Technical evaluation would carry a maximum of 50 points and Financial evaluation would carry a maximum of 50 points'.
 - All evaluations shall (as such) be adjusted accordingly to the (replaced and with new) 50/50 (technical/financial) criteria.
 - The statement in page 30 of Volume 1 Prime Document, "The Technically qualified Tenderer (Bidder) having the highest score for the combined Technical and Financial Evaluation will become the lead Tenderer (Bidder)" is to be cancelled.



Add/include:

1. Under the Preliminaries Section, kindly price in as a 'Lump Sum' item
 - a. A monthly video recording (for the contract duration) of the Site Works' Progress for future documentation of the Project. This item is to be added into the Preliminaries Section for all bidders to price in as a 'Lump Sum' item.

2. Partnership for Development (PFD)

Pursuant to **Royal Decree 9/2014**, this Tender carries an obligation under Oman's Partnership for Development Programme whereby in consideration of the successful Contractor being awarded the Contract, the Contractor agrees to identify in conjunction with the Omani Authority for Partnership for Development (OAPFD) and to implement Partnership for Development (PFD) projects within the Sultanate of Oman, in accordance with the following parameters.

- i. PFD shall be a requirement of all contracts and sub-contracts awarded to Contractors based outside the Sultanate of Oman for the supply of either goods or services in excess of five (5) million Omani Rial (OMR 5 Million).
- ii. Where a Contractor receives more than one contract in any twenty-four (24) months period and the cumulative value of these contracts exceeds five (5) million Omani Rial (OMR 5 Million), the PFD obligations shall apply.
- iii. The Project(s) shall be carried out in accordance with the Royal Decree and OAPFD Guidelines.
- iv. The Contractor agrees to identify and implement approved Project(s) to meet a PFD credit value of at least 50% of the total contract value.
- v. The Contractor agrees to commence implementation of at least one approved project within 2 years of the effective date of the PFD Agreement as set out in the OAPFD Guidelines.
- vi. The Project(s) shall be viable and sustainable and shall not entail any additional costs to this Agreement, the OAPFD or the Government of Oman.
- vii. The OAPFD shall be responsible for monitoring the value of admissible PFD credit achieved.

- viii. In the event that the level of PFD commitment is not achieved within the period specified in the OAPFD Guidelines, the Contractor shall compensate the OAPFD by the payment of liquidated damages with the rates specified in the OAPFD Guidelines.
- ix. In the event that Agreement is terminated for convenience, the Contractor's OAPFD obligation shall be recalculated based on the total amount payable to the Contractor, up to the point of termination.

3. Anti-bribery and anti-corruption

The Bidder agrees and confirms that:

- (a) In connection with the proposed Contract and any and all transactions contemplated by the proposed Contract, it will fully comply with all applicable legislation, including, but not limited to, Royal Decrees (including: Royal Decree 7 of 1974 promulgating the Oman Penal Code; Royal Decree 112 of 2011 promulgating the Law of the Protection of Public Funds and Avoidance of Conflicts; and Royal Decree 64 of 2013 ratifying the United Nations Convention Against Corruption), regulations, ministerial directions and orders of the Sultanate of Oman relating to anti-bribery and anti-corruption.
- (b) It and each of its affiliates and their respective directors, officers, employees, agents and any other person acting on its or their behalf has not and will not make, offer, promise, mediate or become in any way involved in a payment or other transfer of anything in value, including the provision of any service, gift or entertainment, directly or indirectly, to any third party including, but not limited to, government officials (including directors, officers and employees of government owned and/or controlled entities); any director, officer or employee of SEZAD or its subsidiaries, or their relatives; any candidate for public office; or any agents or intermediaries of any of the foregoing.
- (c) In connection with the proposed Contract, and any and all transactions contemplated by the proposed Contract, it has and will apply effective anti-bribery and anti-corruption reporting and disclosure controls and procedures and has and will maintain internal accounting systems that are sufficient to show, in reasonable detail, all transactions undertaken in relation thereto.

Without prejudice to any other rights that SEZAD may have under law or otherwise, should the Bidder be considered to be in breach of any of the above provisions, SEZAD may, upon written notice, immediately disqualify the Bidder from bidding, tendering, applying for or otherwise entering into the proposed Contract or terminate the Contract with the Contractor (as the case may be) and refuse to allow the Bidder/Contractor to bid, tender, apply or enter into any further or future contracts with SEZAD.

الدقم DUQM

هيئة المنطقة الاقتصادية الخاصة
Special Economic Zone Authority

Sultanate of Oman

سلطنة عُمان



Important Notes:

- 1- All Bidders are to endorse this circular and attach it as part of their tender submission.
- 2- Bidders are advised that the last date for any further queries shall be before fifteen (15) calendar days from the Tender Submission Date; ie. 1st Feb 2015.

Yours Sincerely,

SEZAD Tenders and Contracts Department

