

<p>Oman Tower Company LLC</p> <p>Invitation to Tender</p>	
Attention:	To whom it may concern
Date:	16/10/2019
From:	Oman Tower Company LLC
Our Reference:	Tender # OTC-T-006-2019 - Frame Agreement for Turnkey Rooftop sites & camouflage structures

Tender No: - OTC-T-006-2019

Tender Title: Frame Agreement for Turnkey Rooftop sites & camouflage structures

Dear Sir,

Oman Tower Company LLC (The "Company") invites 'Bidder' to bid for the Services in accordance with the terms and conditions set down in the Tender Documents. If you are a successful Bidder you shall be required to enter into a Frame Contract in accordance with the Form of Agreement.

The Tender Documents shall comprise the following Sections:

- T1** Invitation to tender.
- T2** Instructions to Bidders.
- T3** Data to be provided by Bidders.
- C1** Form of Frame Agreement.
- C2** Scope of Work.
- C2** Appendix detailed scope of work.
- C3** Schedule of prices.

Only section T1 is provided; the other documents will be issued to interested Bidders that complete the instructions detailed herein.

In the preparation and submission of the Tender, Bidder shall comply with the Tender Documents. Oman TowerCo reserves the right to disqualify the Bidder if any of the requirements included in the Tender Documents are not met.

Yours faithfully,

For Oman Tower Company

OMAN TOWER COMPANY LLC

OTC-T-006-2019

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. C1 to C3 may only be available with the complete Tender Document following payment of the Tender Fee.

1.2 About Oman Tower Company

- 1.2.1 Oman Tower Company LLC (the "Company" or "TowerCo") founded in April 2018 is owned by Burooj Telecommunication Networks LLC (an affiliate of Oman 70 Holding), Camusat Asia PTE Ltd (an affiliate of Camusat International) and Oman TowerCo.
- 1.2.2 The company aims to develop telecom tower infrastructure in Oman, to be shared among telecommunications operators, to improve coverage, quality and affordability of telecommunications services in the Sultanate.

1.3 Description of the Service

- 1.3.1 Rooftop structures without camouflage (4 to 6 meter poles, 6 to 9 meter towers, wall mounted or with non-penetrating foundations, distributed to the corners of the building or as single central structure).
- 1.3.2 Rooftop structures with camouflage (the same, with camouflage boxes or cylinders, whose graphics, with paint or stickers, can be tailored on a site by site basis).
- 1.3.3 Cabling, electrical works, accessories.
- 1.3.4 Grid connection if needed (preferable, as opposed to taking power from the landlord).
- 1.3.5 "Mosaic" style towers (triangular or square vertical structure with internal tower and external frame covered with semi-transparent panels), with the telecom antennas placed inside the structure.
- 1.3.6 "Cylinder" style monopoles, with the antennas hidden inside a fiber-glass cylinder structure.
- 1.3.7 "Street light" structures, where antennas are hidden in a cylinder above the lights.
- 1.3.8 Warranties: Structure design, manufacturing and installation: 15 years; Camouflage material, structure galvanization: 5 years; Accessories and painting: 2 years.

1.4 Minimum Requirements to Participate in Tender

1.4.1 Technical Requirements –

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

- a) The Bidder shall be established in Oman and have valid registration from Ministry of Commerce.
- b) The bidder shall provide evidence of completing at least 20 rooftop sites or camouflage structures built in Oman or the Middle East in the past 5 years.

2.0 Requirements to Collect Tender Document

2.1 Bidder Details Sheet

2.1.1 In order to correctly identify the Bidder and the Bidder's point of contact for this Tender Process, Appendix 1 shall be completed by the Bidder and presented, by hand or scanned and forwarded via email, to the TowerCo's Procurement Committee before the Tender Documents can be released to the Bidder.

2.2 Tender Fee

2.2.1 The Tender Fee for this Tender is **RO 1,400/-**.

2.2.2 The Bidder can make the payment of the Tender Fee by Bank transfer to the following TowerCo account, which the transfer receipt must be presented in order to collect the Tender Documents:

Oman Tower Company LLC
Bank: Bank Muscat
Swift: BMUSOMRXXXX
Account: 0423053700860011

2.3 Confidentiality Declaration

2.3.1 Prior to collection of the Tender Documents the Bidder shall sign the attached Confidentiality Declaration (Appendix 2). The Confidentiality Declaration must be completed, signed by an authorized person, stamped with the Bidders company stamp, and be presented, by hand or scanned and forwarded via email, to the TowerCo's Procurement Committee before the Tender Documents can be released to the Bidder.

3.0 Oman Tower Company Contact Point

3.1.1 All communication with Oman Tower Company shall be through Clarification Requests, in writing and addressed to vendor@omantowerco.om

3.1.2 No Clarification Requests shall be entertained through emails or after the Clarification Request Closing Date included in the table in Article 6.0 below.

4.0 Tender Collection

4.1 Collection of Tender Documents

4.1.1 Once the Bidder Details Sheet, Confidentiality Declaration and proof of payment of Tender Fee have been received, Bidder may collect the Tender Documents from the TowerCo's Procurement Committee.

5.0 Bid Bond

5.1.1 To ensure conformance of the Tender, the TowerCo requires the Bidder to issue a Bid Bond in the exact format detailed in Section T3. The value of this Bid Bond is indicated in Section T3. The Bid Bond shall be forwarded to the TowerCo as a separate envelope along with the tender proposal. The Bid Bond shall be enforced in the event that Bidder fails to submit and substantiate a conforming bid or has failed to accept award of the contract or purchase order.

6.0 Outline Tender Process and Submission of Bid

6.1.1 The Technical Bid and the Commercial Bid are to be submitted in same timing as stated below.

6.1.2 The opening of the Technical Bid and Commercial Bid is at the discretion of Oman TowerCo.

6.1.3 The proposed Tender Process schedule is as follows:

Activity	Date
Issue of T1-Invitation to Bid	Oct 16, 2019
Tender Documents available for collection	Oct 16, 2019
Final date for collection of Tender Documents	Oct 31, 2019
Clarification Request Closing Date	Nov 07, 2018
Bids Submission Date (Technical and Commercial)	Nov 13, 2018

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

7.0 Contract Award

In the event that Oman TowerCo considers Bidder to be commercially competitive a potentially successful competitor for the award of the Contract, Oman TowerCo may subject Bidder to a further technical and financial evaluation. Only when a Bidder satisfies Oman TowerCo technical, financial and commercial requirements will a Contract be awarded.

Appendix 1 – Bidder Details for this Tender

Contract/ Tender number	OTC-T-006-19
Contract/ Tender title	Frame Agreement for Turnkey Rooftop sites & camouflage structures
Full name of Bidder	
Postal Address	
City	
Country	
Website	
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% -

Bidder's representative to which all Tender correspondence shall be addressed

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

Bidder'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.....

8.0 Appendix 2 – Confidentiality Declaration

The undersigned Having its principal office..... (The 'Bidder') hereby declares Oman Tower Company LLC ('Oman TowerCo' or 'Company') to accept the following terms and conditions on which the Company is prepared to communicate to the Bidder 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 Bidder from, or disclosed to Bidder by the Oman TowerCo, or on behalf of Oman TowerCo, 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 Bidder or part of public knowledge or literature.

8.1.2 Confidential Record

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

8.1.3 Third Party

Shall mean any party other than Oman TowerCo or Bidder.

8.2 Confidentiality

8.2.1 Bidder shall preserve and cause its employees to preserve the confidentiality of any Confidential Information.

8.2.2 Bidder shall not for any purpose other than the preparation and submission of a Bid

- disclose to any Third Party or enable any Third Party to note the fact that Bidder has been invited to submit a Bid and/or, if applicable, the fact that the Contract is awarded to Bidder;
- 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 TowerCo.

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 Bidder; or
- b) been disclosed to Bidder under an obligation to maintain secrecy by a Third Party (other than one disclosing on behalf of Oman TowerCo) who could lawfully do so and who did not derive such Confidential Information or Confidential Record from Oman TowerCo.

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 TowerCo. Copyright in any record containing geological or geophysical data acquired or generated by Bidder in connection with the Contract shall be vested in Oman TowerCo.

8.4 Return of Confidential Record

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

8.5 Third Parties

8.5.1 Bidder 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, Bidder shall require from such Third Party that it shall abide by stipulations equivalent to those contained in this confidentiality agreement.

8.6 Validity

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

Agreed and accepted this

..... Day of..... 2019

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

(Signature)

Name: _____

Position: _____

For: _____