

 <p>العمانية للنطاق العريض تمكين الفرص Unlocking the Potential</p>	
<b>Attention:</b>	<b>To whom it may concern</b>
<b>Date:</b>	<b>11/04/2022</b>
<b>From:</b>	<b>Oman Broadband Company SAOC</b>
<b>Our Reference:</b>	<b>OBB-T-001-22 The Provision of Insurance Broking Services</b>

**Tender No: - OBB-T-001-22**

**Tender Title: The Provision of Insurance Broking Services**

Dear Sir,

Oman Broadband Company SAOC (Oman Broadband) 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 Contract in accordance with the Form of Agreement.

The Tender Documents shall comprise the following Sections:

- T1** Invitation to Bid.
- T2** Instructions to Bidders.
- T3** Data to be provided by Bidders.
- C1** Form of Agreement.
- C2** HSE Specification
- C3** Conditions of Contract.
- C4** Scope of Work.
- C5** Schedule of Prices.
- C6** Broker Bid
- C7** ICV Content.

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

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

Yours faithfully,

For Oman Broadband Company



تمكين الفرص  
Unlocking the Potential

## OMAN BROADBAND COMPANY SAOC

**OBB-T-001-22**

**The Provision of Insurance Broking Services**

**T1, INVITATION TO BID**

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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 C7 may only be available with the complete Tender Document following payment of the Tender Fee.

### **1.2 About Oman Broadband Company**

- 1.2.1 The Government of Oman recognizes the vital importance of development of ICT sector. With purpose of stimulation of national development, modernization and globalization of the economy, and creating the conditions for the fullest participation by all sections of the population, several initiatives have been undertaken. In this context, ITHCA Group has been recently formed under the Oman Investment Authority ("OIA") and endorsed by the Ministry of Transport, Communications and Information Technology ("MTCIT").
- 1.2.2 In terms of high-level objective, ITHCA Group will be focusing on creating the synergies between various subsidiaries (ITHCA, Oman Technology Fund, Space Communication Technologies, Onsor Technologies, Withaq Centre, Blockchaine and Oman Broadband Company), aligning the Group's portfolio with National ICT Strategy and filling the gaps where private sector is not able to engage. In order to fulfill beforementioned, ITHCA Group may partner with national and international experts (and companies) using various partnership models.
- 1.2.3 Oman Broadband Company (Oman Broadband) founded in 2014 as a joint-stock company wholly owned by the government of the sultanat of Oman. It is statregically vital to Oman future development serving wider digitilization agenda of the Company
- 1.2.4 Through its visionary and Collaborative approach to the market, Oman Broadband will help to empower the nation with high-spped broadband fiber access to citizens and business alike.
- 1.2.5 The company aims to have the maximum nation coverage in line with the digital Oman strategy, e-government and Oman Future Economic Vision 2040.
- 1.2.6 The next generation fibre optic network will become exponentially faster, bringing community and enterprise benefits of enhanced delivery of communication services, cost savings, increased competitiveness and improved sustainability.
- 1.2.7 Oman Broadband focuses upon the development of a passive fibre network infrastructure , providing equal and open access to telecommunication service providers, on a wholesale basis, and owners and operators of private networks, on a retail basis, thereby enabling end users to efficiently leverage high speed fibre in Oman.

### **1.3 Description of the Service**

- 1.3.1 Selected broker shall act as Intermediary between ITHCA Group and its subsidiaries and the insurance companies (and any other related parties).
- 1.3.2 Conduct full review of ITHCA Group and its subsidiaries operational exposure and risk assessment via site visits and risk inspections.
- 1.3.3 Study and analyse ITHCA Group and its subsidiaries' existing insurance program / listed polices.
- 1.3.4 Prepare an insurance policy and procedures for the ITHCA Group and its subsidiaries
- 1.3.5 Propose improvement and cost saving options via new insurance slips (coverage specifications).
- 1.3.6 Propose any new insurance policies that are necessary to cover additional exposures.
- 1.3.7 Prepare full Tender Document for tendering ITHCA Group and its subsidiaries proposed insurance program.
- 1.3.8 Review and evaluate received bids and submit comprehensive Evaluation Report with Bidders Scoring Matrix.

- 1.3.9 Attend to all Post-Tender Technical Clarification and lead Post-Tender Technical and Commercial negotiation along with ITHCA Group and its subsidiaries representatives.
- 1.3.10 Award and placement of insurance program.
- 1.3.11 Follow-up on policy documentation and conduct full policy review to verify compliance.
- 1.3.12 Insurance Program Servicing to include but not limited to, servicing endorsement, insure notifications, claims servicing, filing, registration of policies, and any other services required during policy period.
- 1.3.13 Attend to any insurance advisory/consultancy services required by ITHCA Group and its subsidiaries team, and other business-related parties like sub-contractors.
- 1.3.14 Agree on scheduled meetings with ITHCA Group and its subsidiaries team to discuss and update on related matters, and to discuss risk improvement and claims management.
- 1.3.15 Provide updates on local and international insurance and reinsurance markets.
- 1.3.16 Support ITHCA Group and its subsidiaries' international assets for the required policies, if any.
- 1.3.17 Coordinate with ITHCA Group and its subsidiaries on placement of the Insurance policies to cover risks listed below:
  - Staff benefit insurance.
  - Property "All Risk" & Business Interruption Insurance
  - Comprehensive General Public & Product Liability Insurance
  - Directors & Officers.
  - Cyber Security insurance.
  - Any other insurance for ad-hoc operational requirements

#### 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:

##### Stage 1: Go / No-Go

S.N.	Evaluation Criteria	Go / No-Go
1	Broker shall be licensed to practice brokerage services in Sultanate of Oman.	
	Confirmation of Ability to handle all types of insurance including <ul style="list-style-type: none"> <li>a) Staff benefit insurance.</li> <li>b) Property "All Risk" &amp; Business Interruption Insurance</li> <li>c) Comprehensive General Public &amp; Product Liability Insurance</li> <li>d) Directors &amp; Officers.</li> <li>e) Cyber Security insurance.</li> </ul>	

2	<p>Bidder shall confirm the following</p> <ol style="list-style-type: none"> <li>1. They have not been convicted of an offence (if an individual) or judgment that has been made against them concerning their professional conduct by a judgment.</li> <li>2. They have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.</li> <li>3. They have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Community's financial interests.</li> <li>4. They are not subject to any a conflict of interest with any insurance company registered in the sultanate of Oman</li> <li>5. They are not restricted to work with any insurance company in the sultanate of Oman.</li> </ol>	
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## 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 Contracting Section 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 100.000**.

2.3 The Bidder can make the payment of the Tender Fee through Bank transfer to the following Oman Broadband account, which the transfer receipt must be presented in order to collect the Tender Documents:

**Oman Broadband Company SAOC**  
**Bank : Bank Muscat**  
**Branch: Corporate Branch**  
**Account: 0423044209960013**

### 2.4 Confidentiality Declaration

2.4.1 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 Oman Broadband Contracting Section before the Tender Documents can be released to the Bidder.

## 3.0 Oman Broadband Contact Point

3.1.1 All communication with Oman Broadband shall be through Clarification Requests, in writing and addressed to [tenders@omanbroadband.om](mailto:tenders@omanbroadband.om)

3.1.2 No Clarification Requests shall be entertained after the Clarification Request Closing Date included in the table in Article 5.0 below

## 4.0 Tender Collection

### 4.1 Collection of Tender Documents

- 4.1.1 Once the Bidder Details Sheet, Confidentiality Declaration and confirmation of payment of Tender Fee requested in Article 2.4 above have been received, Bidder may collect the Tender Documents from Oman Broadband Contracting Section.

## 5.0 Outline Tender Process and Submission of Bid

- 5.1.1 The Technical Bid and the Commercial Bid are to be submitted together.
- 5.1.2 The opening of the Technical Bid and Commercial Bid is the discretion of Oman Broadband.
- 5.1.3 The proposed Tender Process schedule is:

Activity	Date
Issue of T1-Invitation to Bid – Tender available for collection	11/04/2022
Last day to purchase	18/04/2022
Clarification Request Closing Date	25/04/2022
<b>Technical &amp; Commercial Bid Submission Date</b>	<b>11/05/2022</b>

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

## 6.0 Contract Award

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

## 7.0 Appendix 1 – Bidder Details for this Tender

Contract/ Tender number	<b>OBB-T-001-22</b>
Contract/ Tender title	<b>The Provision of Insurance Broking Services</b>
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 Broadband Company SAOC ('Oman Broadband') 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 Broadband, or on behalf of Oman Broadband, 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 Broadband 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 Broadband.

#### 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) In the event that the broker is authorized to approach insurers or similar entities in connection with the Business Purpose, the broker may confidential Information to such third parties provided that the broker informs the third party of the confidential nature of the Confidential Information and directs the third party to treat it accordingly.

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

### 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 Broadband, Bidder shall destroy electronic copies and return all hard copy Tender Documents including Addenda and Clarifications to Oman Broadband.

### 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..... 2022

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

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