

Addendum No. (5) – Partnership for Development (PFD) [Under Royal Decree 9/2015]

TENDER 30/2015 – Construction of Fishery Port (Port and Road Related Work) at Duqm

Tender Documents Collection date: 11th Jan 2016
Site Visit: 26th Jan 2016

Submission date: Tuesday/08th March 2016
1st Revised Submission Date: Tue/05th April 2016

Dear Bidders,

Royal Decree 9/2014 – Partnership for Development (PFD)

The following is for compliance by all and is to be reminded and/or incorporated as part of the Tender Documents' Instruction to Bidders'. [Below: OAPFD's statement on PFD]

[ICV shall mean In-Country Value.

OAPFD shall mean Omani Authority for Partnership for Development.

PFD shall mean Partnership for Development.

1. Pursuant to **Royal Decree No. 9/2014** establishing the Omani Authority of Partnership for Development (OAPFD) and Promulgating its Internal Regulations and OAPFD Regulations, PFD requirements shall be applied to all contracts and sub-contracts awarded to Contractors based outside the Sultanate of Oman for the supply of either goods or services with a total value in excess of five million Omani Rial (OMR 5 million). This shall equally apply to contracts awarded to local Omani Companies where the foreign content exceeds OMR 5 million.
2. The PFD Obligation shall be applicable to all contracts for both goods and services fulfilling both the following conditions:

2.1 Value of the awarded Contract or the cumulative value of all contracts awarded to the same company within 24 months exceed OMR 5,000,000 (in words Omani Rials 5 million).

2.2 The Contract is awarded either to:

- 2.2.1 Foreign or non-Omani companies where the total value of the contract exceeds OMR 5,000,000 (in words Omani Rials 5 million), or
- 2.2.2 Local company where the value of the foreign content exceeds OMR 5,000,000 (in words Omani Rials 5 million).

3. The OAPFD Regulations (latest edition) details the obligation of the Contractor and the report / documents submission formats and the submission process.
4. Award of this Contract is subject to the Contractor signing a PFD Agreement with OAPFD and providing proof of the same to the Company.
5. OAPFD shall take into account the Contractor's achievement of ICV in the Contract when calculating the Contractor's PFD obligation.
6. The Contractor shall earn PFD credits towards achievement of ICV within this Contract. The OAPFD shall be responsible for monitoring the value of admissible ICV activity when calculating PFD credits achieved.
7. A PFD Administration Fee calculated at 0.125% of the Contract value will be levied at the time of signing the Supply Agreement and is payable directly to the OAPFD within 60 days of the date of signing the Supply Agreement and as further stipulated in the OAPFD Regulations.
8. The points of contact within OAPFD for issues or queries are:
For Security and Defence: Mrs. Suad Al-Harbi, Email: Suad@oapfd.om
For Civil Contracts: Mrs. Rahma Al-Riyamy, Email: rahma.riyamy@oapfd.om

NOTES:

- All Bidders are to endorse this Addendum and attach it as part of their tender submission.
- Last date** for the further Queries/ Clarifications shall be **Tuesday/22nd March 2016**.
- Submission (Closing) Date of tender: **Tuesday/05th April 2016 at 12h00, Muscat Time.**

Kind regards

SEZAD, Tenders & Contracts

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