



Request for Proposal
Boat safety and navigation management

1-About Oman Sail:

Operating under Oman Tourism Development Company, Oman Sail is tasked with rekindling the country's maritime eminence, promote the Sultanate around the world through sailing, contribute to the sustainable prosperity of the nation and provide long-term learning opportunities for the youth. Since 2008, Oman Sail has built a solid foundation around Sailing, Tourism, Commerce, Health and Environment, all underpinned with competency-based development for its workforce. Committed to offering both men and women equal opportunities to learn, Oman Sail's programmes focus on nurturing young talent to develop the sailing champions of tomorrow, increasing revenue in the tourism, activity and experiential learning markets and gaining prominent international exposure for the country. The company has a strong track record in delivering a portfolio of events across the Sultanate to showcase Oman's natural beauty, tourism potential, the people's hospitality, and the infrastructure readiness for business opportunities.

2-Introduction

We require qualified Boat safety and navigation management service provider to assist in running safety & navigation aspect between 1st October and the end of the year. The service provider will look after the boat and customers safety management for the duration of trip.

3-Scope

1. Provide the knowledge and skills of Boat safety and navigation management for overnight trips on agreed dates.
 - 1.1. Brief customers on their trip and the safety elements of the boat at the start of the trip
 - 1.2. Safely navigate the boat from Al Mouj Marina to Daymaniyat Islands
 - 1.3. Find safe anchorages at the Daymaniyat Islands which are good for snorkelling, kayaking and SUP use.
 - 1.4. Use the tender to take customers to shore as required
 - 1.5. Provide excellent customer service through out the trip
 - 1.6. Be aware of the weather and tides to choose appropriate anchorages and return to base if necessary, keeping customer and base informed if having to return early.

- 1.7. Ensure the boat is clean, tidy and packed up at the end of the trip
- 1.8. Report any issues with the boat

4-Terms & conditions:

- A working day for Oman Sail will be counted when the service provider has spent more than 8 hours undertaking activities on behalf of Oman Sail.
- Following any written warning given by us to you, we are entitled to deduct from any sums payable to you any sums that you may owe the Company or any of its group companies.
- You shall not use or disclose to any person either during or at any time after/while providing service by the Company any confidential information about the business or affairs of the Company or any of its business contacts, or about any other matters which may come to your knowledge in the course of providing the Services.
- You hereby assign to the Company all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Company. You agree promptly to execute all documents and do all acts .
- You hereby irrevocably appoint the Company to be your attorney to execute and do any such instrument or thing and generally to use your name for the purpose of giving the Company
- Insurance: Oman Sail provides Personal Accident Insurance . The level of cover is capped at Euro 250,000 for accidental death and permanent total injury. A copy of the insurance cover is available on request. For any claims a 24 hour emergency number is available.
- You shall be responsible for insuring at your own expense your personal belongings and effects and the Company shall have no responsibility in respect of any loss or damage to the same.
- You shall use your best endeavours to promote the interests of the Company and other companies in its group and, unless prevented by ill health or accident, you will devote the time required and as indicated/instructed by us to you, including providing your services on weekends and bank holidays as necessary, to carry out what is required by the Company as detailed in this service and the attached Schedules.
- If you are unable to provide the services due to illness or injury you shall immediately notify Oman Sail directly in writing and also provide us with such evidence as we may require.
- You will provide such assistance for the purposes of promotional activities relating to Oman Sail, its sponsors, partners and activities as required.
- you will wear Oman Sail liveried clothing, apparel or badges as required. These will be supplied to you.
- Unless you have prior written consent from Oman Sail, you will not during the term of this service, be involved in or undertake any promotional activity for or accept sponsorship from any person, firm or company in relation to Oman Sail
- Oman Sail reserves the right to accept part of the proposal, as well as to make changes, replaces or cancel this bidding process, at its own discretion, even after receipt of the proposals, independently of notice or communication, no obligation being extant to justify its decision. Non-acceptance of the proposal by Oman Sail or cancellation of this RFP process will not imply in any obligations or costs to Oman Sail.

- In case any conflict arises from the interpretation of the set of documents hereof, the terms of the body of the instructions hereof will prevail over the provisions of any of its attached Exhibits.
- All expenses related to the RFP hereto shall be borne by the Bidder.
- Oman Sail will keep all documents confidential; we request that the contents of this document should be treated as confidential and should not be used for any purposes other than the submission of the proposal in response to this invitation. Furthermore, the contents of this letter should not be disclosed or discussed with any parties other than those authorized by the undersigned. This invitation does not constitute a statement of intent on the part of Oman Sail to enter into a transaction or other business relationship with any of the firms to whom this invitation has been issued. Oman Sail will not be liable for any costs or expenses incurred by any of the firms to whom this invitation has been issued for the preparation and submission of a proposal.
- Government laws, for all purposes, the service shall be governed by and construed in accordance with the Laws of the Sultanate of Oman.
- Please confirm to the undersigned (within 5 working days) by email and indicate whether you are willing to submit a proposal in response to this invitation.
- Any consent, direction, notice, instruction or decision to be given or made by the Company under this service shall be given or made by its authorised representative in writing (or, in urgent circumstances, verbally followed by in writing at the first possible opportunity). Any consent, notice or decision to be given to the Company under this service shall be given to its authorised representative in writing.
- Company may at any time terminate the service with immediate effect with no liability to make any further payment to you .
- you are in material breach of any of your obligations under this agreed scope of work or you are rendered incapable of fulfilling your duties as a result of participation in any catching activity other than at the request of Oman Sail; or other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the services as required by this service; or
- Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.
- Obligations Upon Termination: Any Company property in your possession and any original or copy documents obtained by you in the course of providing the services shall be returned to the Company at any time on request and in any event prior to the end of this service . You also undertake to irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the premises of the Company.

You shall be fully responsible for and indemnify the Company against any liability, assessment or claim for:

- taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- The Oman Income Tax Law was amended on the 26th February 2017. Royal decree 2017/9 introduced the application of withholding tax (WHT) to payments to foreign persons for the provision of services. Currently withholding tax is 10% of the gross amount and it can be changed subject to amendments in regulations issued by Secretariat General of Taxation in Oman.

The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

5-Deadline and evaluation criteria:

- The proposals should be submitted before 4pm - 30/09/2021.
- The proposal must include a technical proposal and financial proposal separately .
- Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.
- The Proposal should be valid for 90 days from the date of submission and it should clearly describe your understanding of the work to be done.
- Please present your pitch as concisely as possible, with the following areas covered which will be evaluated based on these criteria and percentages:
 - Experience (75%)
 - Financial 25%