



 تقنيات الاتصالات الفضائية Space Communication Technologies	
Attention:	To whom it may concern
Date:	14/02/2021
From:	Space Commuincation Technologies LLC
Our Reference:	SCT-T-001-21 legal service

Tender No: - SCT-T-001-21

Tender Title: Legal Services

Dear Sir,

Space Communication Technologies LLC (SCT) 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-not applicable
- C3** Conditions of Contract.
- C4** Scope of Work.
- C5** Schedule of Prices.
- C6** 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. SCT reserves the right to disqualify the Bidder if any of the requirements included in the Tender Documents are not met.

Yours faithfully,

For Space Commuincation Technologies LLC



تقنيات الاتصالات الفضائية
Space Communication Technologies

SPACE COMMUNICATION TECHNOLOGIES LLC

SCT-T-001-21

LEGAL SERVICE

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 C6 may only be available with the complete Tender Document following payment of the Tender Fee.

1.2 About SCT

- 1.2.1 The Space Communication Technologies "hereafter referred as SCT" has been established recently and fully owned by the Oman Investment Authority of the Sultanate of Oman, with a mission of spearheading the National Satellite Program initiative by building national satellite communications infrastructure and developing required capabilities to serve public and private sectors, coping with their immediate to long-term telecommunications needs.
- 1.2.2 SCT is working on the implementation of a satellite communication project in order to meet the needs of different national entities.

1.3 Description of the Service

- 1.3.1 Oman Space Communication Technologies (SCT) is working on launching Oman's first satellite by 2023/2024. This project is considered as one of the strategic projects that Oman is planning, namely, to launch the first national satellite system with national, regional and global coverage, however with the primary TT&C should be located in Oman.
- 1.3.2 Statement of Work addresses in assisting SCT in mitigating legal exposure under any procurement or finance processes in respect of the implementation of the Project. Law firms are sought for the provision of legal services
- 1.3.3 SCT has hired a boutique financial advisor to develop the bank model, optimal capital structure and achieve the financial close. The equity components are planned to be raised from the local market, however, the debt shall be raised from international lenders. The legal consultant shall develop or review all the legal documents associated with the fund raising.
- 1.3.4 The legal consultant shall develop bankable agreements with the interested clients.

1.4 Minimum Requirements to Participate in Tender

- 1.4.1 Bidder must have 8 years' experience on relevant satellite project

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, scanned and forwarded to the following email SCT Tender tender@omansat.com 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 400.000**
- 2.2.2 The Bidder can make the payment of the Tender Fee by Bank transfer to the following SCT account, which the transfer receipt must be presented in order to collect the Tender Documents:



Space Communication Technologies.

Bank : Ahli Bank SAOG (Oman)

Account: 5101-069421-001

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, scanned and forwarded to the following email tender@omansat.com before the Tender Documents can be released to the Bidder.

3.0 SCT Contact Point

3.1 All communication with SCT shall be through Clarification Requests, in writing and addressed to tender@omansat.com

3.2 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 2.3 above have been received, tender document will be shared by email.

5.0 Outline Tender Process and Submission of Bid

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

5.1.2 The opening of the Technical Bid and Commercial Bid is the discretion of SCT.

5.1.3 The proposed Tender Process schedule as the following:

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

Activity	Date
Issue of T1-Invitation to Bid	14/02/2021
Tender Documents available for collection	14/02/2021
Final date for collection of Tender Documents	22/02/2021
Clarification Request Closing Date	01/03/2021
Bids Submission Date	08/03/2021

6.0 Contract Award

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



7.0 Appendix 1 – Bidder Details for this Tender

Contract/ Tender number	SCT-T-001-21
Contract/ Tender title	Legal Service
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 Space Communication Technologies ('SCT) 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 SCT, or on behalf of SCT, 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 SCT 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 SCT.

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 SCT who could lawfully do so and who did not derive such Confidential Information or Confidential Record from SCT.

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

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

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..... 2021

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

(Signature)

Name: _____

Position: _____

For: _____