

Request for Proposals (AER 07/2018)



هيئة تنظيم الكهرباء - عمان
AUTHORITY FOR ELECTRICITY REGULATION, OMAN

Health and Safety Audit of
Oman Power and Water Procurement Company SAOC

August 2018

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1 INTRODUCTION

The Authority for Electricity Regulation, Oman ("the Authority") wishes to retain an experienced and well-qualified Consultant to conduct a comprehensive health and safety audit of Oman Power and Water Procurement Company SAOC, who are licensed to undertake power and water procurement activities for the Main Interconnected System and Salalah System.

The audit will focus on the health and safety performance of the licensee at all levels, including reporting to and decisions taken by the Board of Directors to the administration and implementation of Health and Safety rules at the operational level, both for the licensee and of companies contracted by it. The assignment also calls for a review of the qualifications and experience of persons designated by the licensee to undertake health and safety related works and scrutiny of records of all health and safety training received by their employees since 1st January 2017. Further details of the scope of work of this assignment are provided below.

The Authority conducted a similar comprehensive health and safety audits in the sector. The Consultant appointed for the assignment will be provided with access to previous Health and Safety Audits reports commissioned by the Authority.

The experience and qualifications of team members proposed by the Consultant will be afforded significant weight in the evaluation of proposals and selection criteria. Any Consultant or team members without the necessary experience will not be considered for the assignment.

The final deliverable of this assignment shall be contained in a clear and concise report that the Authority can use to initiate and monitor relevant actions by the Licensee. The Consultant is therefore required to provide written examples of similar reports prepared by the proposed assignment Project Manager.

The Authority is not obliged to accept the lowest cost bid but will appoint the Consultant whose proposal offers value for money in terms of relevant experience, an acceptable methodology, and cost.

1.1 Background

The electricity and related water sector in the Sultanate of Oman was extensively restructured following the implementation of the law for the regulation and privatisation of the electricity and related water sector ("the Sector Law"), promulgated by Royal Decree 78/2004.

The Sector Law provided for the horizontal and vertical unbundling of the electricity and related water activities by companies that undertake activities designated in Article (3) of the sector law as regulated activities. Any Person seeking to undertake a regulated activity is required to be authorised by the Authority to do so. Authorisations granted by the Authority can take the form of a Licence or Licence Exemption.

More information about the licensee is provided in the Authority's annual reports, which are available on the Public Register page of the Authority's website, <http://www.aer-oman.org>.

1.2 Health & Safety Obligations

In accordance with Article (22) of the Sector Law, the Authority has a duty to secure and develop the safe, effective and economic operation of the Electricity and Related Water Sector in the Sultanate of Oman and to enhance the safety of the public. The Authority issues licences to companies pursuant to the Sector law, and the licence relevant to this assignment is the Power and Water Procurement licence.

Condition 8 of the Power and Water Procurement licence requires the company to prepare and implement a Health and Safety Policy together with the management arrangements which the Licensee has in place to give effect to such policy.

The licence imposed a duty on its holder that whilst carrying out the Licensed Activities, to give due consideration to the health and safety of the general public and to Persons employed by the Licensee, in all circumstances in accordance with applicable law and any regulations from Competent Authorities.

The audit that is the subject of this RfP will assess the appropriateness of the management arrangements implemented by licensee with regard to health and safety matters. The audit shall also assess the extent to which the OPWP ensures that the projects are designed, built, operated and maintained through competitions run by OPWP are done so in a safe manner.

1.3 Background to Assignment

The electricity sector in Oman has experienced a sustained period of growth of customer connections and electricity, and there has been record levels of capital investment in generation, transmission and distribution infrastructure. The Authority has maintained a strong message on the importance of ensuring safety and protecting both those employed in the sector and the public whilst developing and operating assets required to meeting the growing needs of customers. Regrettably, although there have been some notable improvements in safety, serious accidents still occur, and there have been fatalities. The audit conducted under this RFP seek to confirm the extent to which OPWP complies with its licence obligations and to identify opportunities for improvements to be made.

1.4 Requirements for Assignment

The Consultant appointed for the assignment will demonstrate a proven track record of health and safety audits of companies managing major construction activities following competitive processes through contractual frameworks. The Consultant shall present a clear methodology to ensure a detailed and rigorous audit of all health and safety related aspects of the licensed activities. Consultants undertaking work for OPWP at the time of the Audit will not be considered for this assignment.

The experience and qualifications of team members proposed by the Consultant will be afforded significant weight in the evaluation of proposals and selection criteria. Any Consultant or individuals without the necessary experience will not be considered for the assignment.

The Authority intends to publish the audit report and it is therefore important that the reports are clearly written and well presented. The Consultant shall provide with their proposal written examples of audit reports prepared by or supervised by the proposed Project Manager.

2 SCOPE OF WORK

The Consultant shall conduct a comprehensive health and safety audit that shall include the following:

1. Evaluation of compliance with OPWP's obligations under the Sector Law, in particular OPWP Licence Condition 8;
2. Evaluation of compliance with the Regulation of Occupational Safety and Health for Establishment Governed by the Labour Law issued by the ministry of Manpower by Ministerial Decision No (286/2008);
3. Evaluation of compliance with the Industry Codes, Oman Electrical Standards and any regulatory requirements related to Health and Safety issued by the Authority.
4. Evaluation of the role the Board of Directors have in the implementation of the company's health and safety obligations, responsibilities and policies;
5. Review of the Health & Safety Policies, Procedures, Plans, Processes, and Practices to confirm they are fit for purpose in accordance with best international practices. This will specifically include:
 - a. A review of the appropriateness of how safety management is defined in the relevant contractual documents;
 - b. A review of how the safety requirements specified in the relevant contractual documents are reflected in practice;
 - c. A review of how production facilities are designed and constructed in compliance with appropriate health and safety requirements; and
 - d. A review of OPWP management and oversight on the implementation of the health and safety requirements by project companies, owner engineers and EPC contractors.
6. Evaluate all aspects of the OPWP's implementation of health & safety functions, including (but not limited to):
 - a. Health & Safety Department - organization & competence of staff;
 - b. Keeping of health & safety records and reports;

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- c. Staff health & safety related training (including company and contractor employees) and a review of training records to confirm the amount and type of health & safety related training provided by the company since 1st January 2017;
 - d. Provision, availability, specifications and use of Personal Protective Equipment (PPE) by the licensee, project companies, owner engineers and EPC contractors;
 - e. Provision of Medical and First Aid Equipment & Training; and
 - f. Management & supervision of Contractors (specifically, the application and appropriateness of safety rules and procedures).
7. The Consultant shall evaluate all health and safety incidents reported by licensees (including contracted parties) since 1st January 2017 and identify measures taken by OPWP to avoid repeat incidents and to learn lessons from them.

The Audit methodology will be agreed with the Authority and will be expected, as a minimum, to include the following:

- Meeting with board members of the licensee;
- Meetings and interviews with executive management of the licensee;
- Meetings and interviews with persons nominated day to day responsibility for safety within OPWP; and
- Attendance of two execution of construction sites managed by OPWP.

2.1 Deliverables

The assignment calls for the following deliverables:

- 1) A clear and comprehensive audit methodology and plan (draft to be submitted to and approved by the Authority prior to commencement of the audit);
- 2) A structured concise audit report presenting the findings and recommendations on each aspect of the audit;
- 3) An evidence report which includes all evidence collected during the audit such as site visit reports, photos, notes of meetings, etc.; and
- 4) A presentation of the final report to the Authority and invited stakeholders.

2.2 Timescales

The Consultant shall commence the assignment within 14 days of being notified of the contract award. The Authority expects to be able to confirm its intention to award a contract in October 2018.

The commencement of work will include a kick off meeting, review of documents and agreement of methodology. The Authority wishes to start conducting the audit of in October/November. The total duration of the site visits shall be appropriate to cover the requirements of the scope of work. The total cumulative duration of the assignment shall not exceed 8 weeks from the commencement date of the site visits.

Any timetable extension would require the prior written consent of the Authority.

The time schedule will allow time for the Authority to review draft reports (two weeks). Final reports will incorporate the Authority's comments (if any) on the draft reports.

2.3 Information to be provided by the Client

The Authority will assist the Consultant with all organisational aspects of the assignment, including provision of the following information prior to commencement of the assignment:

- Copies of documents clarifying relevant regulatory responsibilities of the companies subject to audit, including the licensed Production Facilities licence, Sector Law, and Industry Codes;
- Copies of licensee Health & Safety policy and manuals;
- Prior correspondence with the Authority on health and safety related matters; and

- Previous audit reports of the audited companies.

The Consultant shall identify in their proposal a list of additional information they would require to be provided prior to commencement of the assignment.

Throughout the assignment the Consultant will be expected to work closely with the Authority's team, and all site work will be done with support from and road transportation provided by the Authority. The Authority will provide all reasonable guidance and clarification as requested by the Consultant in relation to audit activities.

3 SUBMISSION OF PROPOSAL

The Consultant shall submit an electronic copy of their assignment proposal by email before 9 am Oman time on 23rd September 2018 to

E-mail: technical@aer-oman.org

Copy E-mail: muna.alshafei@aer-oman.org

If the Consultant would like to also submit a hard copy of their proposal, this should be submitted to

Director of Technical Regulation

Authority for Electricity Regulation, Oman

P.O.Box 954

PC 133

Al-Khuwair

Sultanate of Oman

We will be pleased to provide clarification of matters covered by the RFP prior to the submission of proposals. The proposal shall include:

1. A description of the methodology proposed by the Consultant for each part of the assignment described in the scope of work, and timescales for the submission of project deliverables;
2. Details of the Consultant's experience of similar assignments, including contact details of previous/existing clients;
3. Details of the project team (including the CVs of each team member) and a description of each member's relevant experience and their expected contribution to specific parts of the assignment;
4. The Health and Safety Plan that will be followed by the Consultant for this project;
5. A copy of the Consultant Health and Safety Policy and Procedures;
6. Written examples of audit reports prepared by or supervised by the proposed Project Manager;

7. A total cost of the assignment, showing separately:
 - a) Fees; including details of the fee of each team member (the hourly/daily fee and the expected contribution in terms of hours/days of each team member); and
 - b) Expenses including flights, hotel costs, and other items;
8. Bid letter in the form provided in Annex A to this Request for Proposal; and
9. A statement confirming the Consultant is free from any potential conflicts of interest with the audited companies.

Full information about the Authority, Standards and Codes can be obtained from the Authority's website www.aer-oman.org

ANNEX A: FORM OF BID

AUTHORITY FOR ELECTRICITY REGULATION, OMAN

P.O BOX 954, PC 133

MUSCAT

SULTANATE OF OMAN

After compliments,

We have examined the Invitation to Submit a Proposal for Consultancy Services and the Contract Conditions for performance of the Works as described therein. We, the undersigned, offer to perform the assignment in accordance with the bid documents and as stated in the appendices attached, in the sum of:

Rials Omani(in words)

R.O..... (in figures), being the Bid Value.

We agree to abide by this bid for a period of forty five (45) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

[Name of Bidder] will be in a position to commence work with a fully available team within fourteen (14) days of being notified of the success of its Bid.

[Name of Bidder] will be able to undertake the work and complete project within 8 weeks of the date of commencement of site visits.

In the event of our Bid being accepted and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding obligation upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

All relevant materials will be provided in accessible electronic format such as Word, Excel or another pre-agreed format

Dated the _____ day of _____ 2018

Capacity in which signing: _____

Signed: _____ Witnessed by: _____

For: _____

ANNEX B: FORM OF BID BOND

It is not required

ANNEX C: CONTRACT TERMS AND CONDITIONS



هيئة تنظيم الكهرباء - عمان
AUTHORITY FOR ELECTRICITY REGULATION, OMAN

Authority for Electricity Regulation, Oman

AND

[-----]

Agreement for Consultancy Services

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Appendix A – Consultancy Services [RFP can be herein attached]

Appendix B – Time Schedule

Appendix C – Remuneration

Appendix D – Project Team

This Agreement together with all Appendixes attached hereto, (the “**Agreement**”) is made and entered into in Muscat in the Sultanate of Oman on the ----- day of ----- 2017.

Between

- (1) The Authority for Electricity Regulation, Oman (the “Authority”) having its postal address at PO Box 954, Postal Code 133, Al Khuwair; and,
- (2) [Insert the name of the appointed consultant] (“the Consultant”).

Now it is agreed as follows:

1. Definitions and Interpretation

In construing this Agreement the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

Completion of the Consultancy Services	the confirmation by the Authority of the achievement of successful and satisfactory completion of the scope of work by the Consultant in accordance with this Agreement;
Consultancy Services	the professional services detailed in the scope of work and deliverables stipulated in Appendix A to this Agreement and any other work undertaken under this Agreement;
Fixed Fee	has the meaning referred to it in Clause 6.3;
Force Majeure	has the meaning given to it in Clause 12.2;
RFP	the Request For Proposals issued by the Authority on [date]; and
Team Leader	has the meaning referred to it in Clause 15.3.

In this Agreement (including the recitals):

- i. unless otherwise expressly provided to the contrary, all references to days, months or years are references to calendar days, months or years;
- ii. words in the singular include the plural and vice versa and words denoting one gender include the other gender;
- iii. reference to “persons” or “parties” includes natural persons, firms, partnerships, companies, corporations, associations and organisations (in each case whether or not having a separate legal personality);
- iv. any reference in this Agreement to a statute, statutory provision or subordinate legislation includes such legislation as amended and in force from time to time and any legislation which consolidates or re-enacts it;

-
- v. the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement;
 - vi. unless otherwise provided, reference to clauses, sub-clauses, schedules, annexes and paragraphs are to clauses, sub-clauses, schedules, annexes and paragraphs of this Agreement; and
 - vii. this Agreement incorporates the recitals of and Appendixes to it.

2. Validity of the Agreement

This Agreement shall come into force upon signature by the authorised representatives of the parties. The Agreement shall continue to be valid until the Completion of the Consultancy Services or until it is terminated pursuant to its conditions, without prejudice to the liability of the Consultant as stated in Clause 17 hereof.

3. Language

The ruling language of this Agreement is the English language. All reports, minutes, correspondence, etc. shall be in the English language.

4. Other Advisors Appointed by the Authority

The Authority may appoint other advisors for matters relating to Consultancy Services. The Consultant should work with such other advisors appointed by the Authority in line with the requirements of the Consultancy Services or as instructed by the Authority.

5. Time Schedule

The Time Schedule for the Consultancy Services shall be as set out in Appendix B, with any modifications to the Time Schedule agreed to by the Consultant and the Authority. Any delay is contributed to by the Consultant's failure to exercise his duties under this Agreement, there shall be no entitlement to remuneration for the period of the extension.

6. Remuneration of the Consultant

6.1 Consultancy Services

Subject to Clauses 6.2 and 6.5, the remuneration for Consultancy Services shall be the Fixed Lump Sum as set out in Appendix C to this Agreement.

6.2 Remuneration for services

Where additional services are required due to a change in the scope of work requested by the Authority in writing, the Consultant shall calculate the cost of such additional services as may be necessary and the parties shall meet to mutually agree a lump sum fee for such services on the basis of the man-day/hourly rates or any other way as per Appendix C to this Agreement. The additional services or the modified Consultancy Services and the remuneration for such services shall be agreed in writing.

6.3 Inclusive Remuneration

Subject to the provisions of Clauses 6.2 and 6.5 of this Agreement the Fixed Fee (inclusive of the cap regarding expenses) shall be the total remuneration for the Consultant as herein defined and shall be deemed to include all costs, overheads, profits, taxes, duties, charges and all things whatsoever necessary for the performance of the Consultancy Services under the Agreement. No claim will be accepted by the Authority due to the Consultant's lack of knowledge in respect of any matter affecting the level of remuneration in this Agreement or the Consultancy Services to be performed. The effect of any future change of law on the above, which increases the cost of performance of the Consultancy Services, will only be considered on presentation of supporting documents by the Consultant.

6.4 Limit of Remuneration

The total remuneration for the Consultant for Consultancy Service shall constitute their only remuneration in connection with the Agreement and neither they nor their personnel shall accept or benefit from, whether directly or indirectly, any gratuity or commission in respect of any service or article used, or any commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Agreement or to the discharge of their obligations there under.

6.5 Reimbursement

Provided that the Authority has given the prior written approval for the travel or other expense requests submitted by the Consultant, the Authority shall reimburse the cost of agreed expenses as detailed in Appendix C.

6.6 Delay or Failure

In case of the Consultant failure without just cause to provide the Consultancy Services or any part of it, the Authority reserves the right to penalise the Consultant by deducting 1% of the Fixed Fee for each week subject to a maximum of 20% of the Fixed Fee.

7. Mode of Payment

7.1 Invoices

The Authority shall pay to the Consultant against presentation of invoices the portions of the remuneration for Consultancy Services as stated in Appendix C to this Agreement.

7.2 Payment

Remuneration shall be paid to the Consultant within 60 days after submission of the invoices unless the Authority disputes the invoices for material variations/inconsistencies.

8. Currency and Account Details

The remuneration of the Consultant shall be paid in Omani Riyals either by a cheque drawn on a bank in Oman or directly to the account of the Consultant. There shall be no adjustment to remuneration due to fluctuations and variations in the rates of exchange between the Omani Riyals and any foreign currencies or due to the external money transfer.

9. Consultant's Facilities and Equipment

All facilities, equipment and materials required by the Consultant shall be provided by themselves in Muscat and elsewhere as required.

10. Copyright

The Copyright (if any) of all documents and all material prepared by the Consultant in connection with the Agreement rests with the Authority. The Authority will own the deliverables and any materials created under this Agreement. The Consultant shall not use the deliverables or other materials prepared or created under this Agreement or resulting from the Consultancy Services without prior written consent of the Authority.

11. Sub-advisors

The Consultant may engage the services of sub-advisors only in necessary cases and with the prior written approval of the Authority.

12. Force Majeure

12.1 Remuneration

If at any time before the completion of the Consultancy Services under this Agreement the viability of the scope of work shall be affected as a consequence of Force Majeure, as defined in Clause 12.2 hereof, occurring within the Sultanate of Oman beyond the control of the Consultant and from unforeseen cause, the Consultant will receive the proportionate remuneration for any additional services which may be required to be provided by them as a result of such Force Majeure.

12.2 Non-default

Notwithstanding Clause 5, neither party shall be considered in default in the performance of its obligations hereunder as the result of Force Majeure, which shall include acts of God, war (declared and undeclared), riots, civil commotion, revolution, hostilities, strikes, epidemics, blockades, nuclear hazards, extreme weather conditions, acts of any government causing a political embargo or other political restraint adversely affecting the freedom to transact business with or in the Sultanate of Oman and any other cause similar to the kind herein mentioned or of equivalent force occurring within the Sultanate of Oman which is beyond the control of the parties, unavoidable and which could not reasonably be foreseen and which renders impossible the fulfilment of a particular term of this Agreement.

12.3 Circumstances beyond Control

The Consultant or the Authority shall as soon as is reasonably practical promptly notify the other in writing of any situation or event occurring within the Sultanate of Oman or elsewhere arising from any circumstance beyond their control, which is unavoidable and which could not

reasonably be foreseen and which makes it impossible or illegal for the party to carry out in whole or in part its obligations under this Agreement.

12.4 Delay in Performance

If the performance of any obligations or responsibilities of any party is delayed due to Force Majeure for more than sixty (60) days, the terms of this Agreement shall either be extended for such period or this Agreement may be terminated at the Authority's choice. In the event that the performance of the Consultancy Services is prevented in whole or in part due to an occurrence contained in Clause 12.2 hereof, then the Authority shall have the option at any time after the commencement of such occurrence to terminate this Agreement by giving written notice to the Consultant.

12.5 Termination Notice

If a termination notice is given due to Force Majeure under Clause 12.4 hereof, the termination shall become effective upon seven (7) days following the receipt by Consultant of the Authority's notice to terminate.

13. Termination

13.1 Notice

The Authority shall have the right to terminate this Agreement in whole or in part at any time upon the giving of thirty (30) days prior written notice. In the event of a termination and upon the giving or the receipt of such notice the Consultant shall take immediate steps if requested to do so by the Authority to bring the Consultancy Services to a close and to reduce expenditure to a minimum. Upon the expiration of the said period of notice, the Consultant shall stop work, terminate all orders relating to the performance of work and deliver to the Authority all documents relating to the Consultancy Services. Payment by the Authority for termination will be made in accordance with Clause 13.3 hereof.

13.2 Notice of Dissatisfaction

The Authority shall promptly notify the Consultant in writing, if the Authority considers that the Consultant is not satisfactorily discharging its obligations under this Agreement. The notification shall state the reasons for the Authority's dissatisfaction and set forth the proposed actions of the Consultant necessary to cure the failure. In the event that the Consultant does not respond to such notice or take effective action to rectify such failure within fifteen (15) days, the Authority may terminate this Agreement by written notice to the Consultant.

13.3 Payment for Cancellation

In the event of the whole or any part of the Consultancy Services being cancelled in accordance with Clauses 13.1, and 13.2 hereof, the Authority shall pay to the Consultant all fees and expenses, whether billed or unbilled, relating to Consultancy Services performed by the Consultant up to the effective day of termination of the Consultancy Services.

14. Dispute Resolution

14.1 Amicable Settlement

If a dispute arises out of the contents of this Agreement, the parties shall attempt to resolve it amicably before commencing legal proceedings.

14.2 Law and jurisdiction

The agreement and any dispute arising in relation to it, whether contractual or non-contractual, will be governed by the laws of the Sultanate of Oman and be exclusively subject to the jurisdiction of Omani courts.

15. Duties and Rights of the Consultant

15.1 Care and Diligence

The Consultant shall exercise all reasonable skill, care and diligence in the performance of the Consultancy Services under this Agreement; it is being understood that the Consultant shall not be responsible for delays, errors or other adverse results directly attributable to the Authority's failure to comply with its obligations under this Agreement, including without limitation of Clauses 16.1 and 16.2, provided that the Consultant has brought such failure to comply to the attention of the Authority in a timely manner.

The Consultant (and the Project Team of the Consultant) is required to work diligently and honestly and use their professional knowledge and skill as a faithful agent of the Authority in the performance of their professional duties in compliance with the applicable laws in the Sultanate of Oman. They shall act in a manner to afford and enhance the honour, integrity and dignity of the Advisory profession, and they shall respect the laws, regulations and customs of the Sultanate of Oman.

15.2 Confidentiality

The Consultant agree to use the confidential information only in relation to the Consultancy Services, and not to use it in any other assignment or not to disclose it, except where required by law or any court of competent jurisdiction or in cases where such information become generally available to the public.

The Consultant shall treat the details of this Agreement and all documents prepared hereunder as private and confidential and shall not publish or disclose the same or any particulars thereof in any trade or commercial media or elsewhere without the prior written approval of the Authority.

All documents prepared by the Consultant for the Consultancy Services or supplied to them by the Authority shall be confidential.

In Addition, the Authority reserves the right to ask the Consultant and/or the Project Team of the Consultant to sign a Non-Disclosure Agreement.

15.3 Project Team

The Consultant shall identify and nominate a Team Leader. The Team Leader shall be responsible for the co-ordination of all activities relating to the Assignment. The Project Team shall consist of the personnel as detailed in Appendix D of this Agreement. Other personnel as are required to perform the duties of the Consultant will be nominated by the Consultant in

consultation with the Authority as the need arises subject to the approval of the Authority in writing. All inter communications between the Authority and the Project Team will be coordinated by the Team Leader who will also be the primary point of contact with the Authority.

15.4 Assignment

The Consultant shall not assign or transfer the benefit or obligations of this Agreement or any part thereof without the prior written approval of the Authority. However, the Consultant shall be entitled at any time to take into partnership another partner or partners (or directors) and he or they shall be deemed to be included in the expression “the Consultant”.

15.5 Taxes

The Consultant shall be responsible for the payment of all taxes including income tax, customs or import duties, and all other levies that are enforced within the Sultanate of Oman for the time being. Any effect of a Change in Law promulgated after the signing of this Agreement on the above will only be considered by the Authority on presentation of supporting documents by the Consultant and verification of the same by the Authority.

15.6 Visas and Permits

The Consultant shall be responsible for obtaining all visas and permits required in the performance of this Agreement. The Authority may assist in obtaining such visas and permits. The cost of such arrangement of visas and permits shall be borne by the Consultant.

15.7 Omani Nationals

The Consultant shall appoint where available qualified Omani nationals for the execution of this Agreement.

16. Duties and Rights of the Authority

16.1 Information to Consultant

The Authority shall furnish all pertinent data and information available to them and shall give such assistance as shall reasonably be required by the Consultant for the carrying out of their duties and obligations under this Agreement. The Authority will handle all arrangements for liaison with concerned government parties. Target dates are based on receipt by the Consultant of necessary information from the Authority in a timely manner.

16.2 Decisions

The Authority shall give its decision in writing on all relevant reports, recommendation and documents properly referred to it in writing by the Consultant and in such reasonable time as agreed so as not to delay the performance by the Consultant of their Consultancy Services under this Agreement.

16.3 Incompatibility of Agreement

The Authority shall safeguard the Consultant against the consequences of any incompatibility between the provisions of this Agreement and such Laws of the Sultanate of Oman as may be issued after signature of the Agreement and have a retrospective effect, unless such provisions had been accepted in writing by the Consultant.

16. 4 Replacement of Personnel

Should the Authority request, the Consultant shall arrange to suspend the employment of, or repatriate any of the staff employed by the Consultant under the provisions of this Agreement, if in the opinion of the Authority such suspension or repatriation is desirable for any reason whatsoever. All such costs, charges, expenses, financial consequences or liability arising from such suspension or repatriation shall be the responsibility of the Consultant.

16. 5 Authority's Approval

The Authorities' approval in writing is required prior to any increase in the scope of work for the Consultancy Services or disbursements which the Consultant believe will create a liability for the Authority to pay over and above the remuneration agreed, or to incur any liability to pay.

16. 6 Other Consultants

The Authority may appoint separate consultants for matters relating to any other matters of a specialist nature.

17. Liability of the Consultant

17. 1 Errors and Omissions

The Consultant is liable for all the consequences of negligent acts, errors and omissions on their part or on the part of their employees, agents, Sub-advisors or assignees. The Consultant disclaims any liability for errors or omissions in information provided to them by the Authority or their employees, representatives or agents. The Authority confirms that in no circumstances will any proceedings be taken by the Authority against any director, supervisory board member, officer, employee, shareholder, controlling person or agent of the Consultant in respect of the Consultancy Services.

The total liability of the Consultant shall not exceed the Consultant's total fee under the present agreement. This limitation shall not apply to actions, claims, losses and damages caused by the Consultant's wilful misconduct or gross negligence.

17. 2 Insurance Cover

The Consultant shall provide to the Authority a certificate of insurance relating to professional indemnity to cover the Consultant's liability as defined hereinbefore in the minimum amount of (or equal to) 500,000 Omani Riyals. The provision of such certificate shall not lessen or reduce the liability of the Consultant as contained hereunder.

The standard requirement for provision of a bank guarantee (performance bond) in the amount of not less than 10% of contract value RO----- (Riyals Omani -----) as guarantee to proper execution of the contract is hereby waived and the payment/remuneration terms will adjusted accordingly.

17. 3 Indemnity

The Authority hereby indemnifies the Consultant against any claims by bidders or other third parties in connection with the bidding process except where the Consultant have acted with wilful misconduct or gross negligence.

18. Communications

Any communication including notice, instruction, request, demand, waiver, consent, approval, or other communication which is required or permitted to be given to any party under this Agreement shall be in writing and treated confidentially. Such communications shall be made to the addresses, fax numbers or e-mails set forth below:

If to the Authority:

P.O.BOX 954, Postal Code 133, Al Khuwair, Sultanate of Oman

Attention [●] (As confidential)

Phone: 24609700

Fax No: 24609701

E-mail: [●]

If to the Consultant:

P.O.BOX [●]

Attention [●] (As confidential).

Phone: [●]

Fax No: [●]

E-mail: [●]

Notices shall be deemed given on receipt if delivered to the representative appointed by each party for the purpose of this agreement. Approval of deliverables and instruction and/or approval of any additional services or payments shall be done by the Authority's representative stipulated below.

The Authority appoints [●] holding the position of [●] as its representative and point of contact. The Consultant appoint [●] holding the position of [●] as its representative and point contract.

19. Entire Agreement

The Agreement forms the entire agreement between the parties in relation to the Consultancy Services. It replaces any earlier agreements, representations or discussions.

20. Survival

Any clause that is meant to continue to apply after the termination of the Agreement will do so including, but not limited to Clauses 10, 15.2 and 17.

In Witness Whereof parties have executed this Agreement on the day and year first above written.

Signed:

For and on behalf of the Authority for Electricity Regulation, Oman:

Witness: _____

For and on behalf of [-----]

Witness: _____

Appendix A

Consultancy Services

[As per the RFP]

Appendix B

Time Schedule

The following Time Schedule shall be adjusted to reflect the actual Contract Award and commencement date of the Consultancy Services.

The Consultancy Services is expected to be completed in [insert the date] with the key activities and milestones as follows:

No.	Activity or Milestone	Timeline
1.		
2		
3		

Appendix C

Remuneration

Financial Proposal

Fee rates and expenses shall be as follows and includes all travel and miscellaneous charges and payable upon completion of the Consultancy Services.

- a) Fixed fee for time charges: RO -----
- b) Expenses (capped): RO -----
- c) Total fixed fee RO -----

For avoidance of doubt, the expenses portion of the Total Fixed Fee in (c) above shall be paid based on actual but will be capped at RO-----. All fees shall be in Omani Riyals and there shall be no variations as a result of exchange rate fluctuations and variations between the Omani Riyals and any foreign currency.

The Consultant should evaluate the applicability of taxes for their remuneration. The Authority will not provide any tax exemption.

The payment schedule of the remuneration shall be as follows:

Particulars	Fees (RO)
10% on [...]	
20% on [...]	
30% on [...]	
30% on [...]	
10% after successful completion of the project and approval of all deliverables.	

Should there be any delay in reaching the activity / milestone as per the time schedule mentioned in Appendix B above, then the Authority reserves the right to delay the payment of the pro-rata invoices until the activity / milestone is reached.

Advisors shall raise separate invoices for expenses.

A per diem rate (per 8 hour day) will apply for any additional work requested and agreed to by the Authority and the Consultant. Hotel rates will be paid based on actual but will not exceed RO 120/- per night and will be inclusive of all meals and other miscellaneous expenses. Local transportation will be provided by the Authority. Air fare will be paid at actual but will be limited to RO 800 per return flight International flights other than from GCC Countries and RO

200 within GCC Countries. Business Class air fare will be paid at actual cost but will be limited to RO 1,500 per return flight for international flights other than from GCC Countries. All personnel with Grade of Director or Principal will be entitled to travel Business Class, subject to the caps above.

Personnel	RO per day

Appendix D

Project Team

The leader of the project team is [...]. The leader of the project team is the representative and point of contact for the Consultant.

The project team will consist of: