

Request for Proposals APSR (231004/2023)



هيئة تنظيم الخدمات العامة
Authority for Public Services Regulation

**Technical and Economic Support for Price Control Review of
OQ Gas Networks SAOC**

January 2023

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1 INTRODUCTION

The “Authority for Electricity Regulation” was established by virtue of Article (19) of the “Law for the Regulation and Privatisation of the Electricity and Related Water Sector” promulgated by Royal Decree 78/2004 on 20 July 2004, with the responsibility to regulate the electricity and related water sector of Oman. In accordance with the Royal Decree 78/2020 promulgated on 12 August 2020, the name of the Authority has been amended to the “Authority for Public Services Regulation”, (the “Authority”) and additional duties have been assigned to it. In addition to regulating the electricity and related water sector, Article 2 of the Royal Decree 78 / 2020 has assigned the responsibility of regulating the transportation of natural gas sector to the Authority. Further, the Royal Decree 131/2020, promulgated on 9 December 2020, has assigned the Authority the duties of regulating the water and wastewater sector.

The Authority aims to ensure that Oman’s public services are accessible and efficient, by balancing the interests of customers, Government and regulated entities.

Further information about the Authority is available in the Authority’s website www.apsr.om/en.

The Authority now wishes to retain an experienced and well-qualified economic/ financial and technical Consultant to assist in setting new RPI-X type price control for “OQ Gas Networks SAOC” (OQGN) (formerly known as the “Oman Gas Company SAOC”) - a closed joint stock Company who has been granted the concession by the Government of Oman to own, finance, operate and maintain the gas network in Oman and act as the independent operator of the Natural Gas Transportation Network in Oman.

Further information about OQGN and the OQ group is available in OQ’s website [OQ Official website - global integrated energy company | OQ](http://OQ.Officialwebsite-globalintegratedenergycompany|OQ)

2 SCOPE OF WORK

General considerations:

1. The bidder is required to provide a proposal that demonstrates the bidder's understanding of the overall scope of work and experience in this type of project. The appointed Consultant must have demonstrated experience of gas and other utilities price control reviews (assisting a regulator or regulated entity) and be familiar with the analysis required by such reviews (including the development and operation of spreadsheet models, cost of capital analysis and assessments of capex and opex requirements and so on).
2. The bid shall include CVs of all the individual members proposed to be engaged in this project. The experience and qualifications of team members proposed by the bidder, and their respective times committed to be devoted in the Project, will be attributed significant weight in the evaluation and selection criteria. The winning bidder is expected to propose a team that generally consists of a project director, a project manager, a financial expert, senior economic and financial consultants and the support of two to three junior analysts; and a team to undertake the performance review (Task A) that consist of expertise from technical background (planning, projects, O&M). The Project Director shall be the focal point for this Project, and shall have sufficient experience in handling similar projects in the past 5 years.
3. The appointed consultant will be responsible to carry out the preliminary technical, regulatory, financial and legal reviews of the target Company OQ Gas Networks SAOC (OQGN), that are required for a successful completion of the Project, including, but not limited to, the following:
 - a) Reviewing the enabling legislations e.g., the "Amended Concession Agreement" and the "Transportation Framework Agreement" executed between the Government of Oman and Oman Gas Company SAOC (the OQGN), the Transportation Code, the RAB Tariff Rules, the RAB Revenue Rules, the constitutive documents of OQGN and the other relevant laws, regulations and statutes as appropriate.
 - b) Reviewing the Annual Reports, audited Financial Statements and Regulatory Financial Statements, audit observations, compliance reports, operating model, business plans including Long Term Network Development Plan (LTNDP) and financial forecasts of OQGN, to the extent available.

- c) Studying the responsibilities and relationships of OQGN with its customers, clients, O&M and other major contractors, parents, affiliates and other government entities at various levels.
 - d) Reviewing the existing and historical price control mechanisms, Connection fee statements, submissions by the OQGN on the capex, opex, pass-through costs and other elements of the price controls etc.
4. The specific scope and deliverables of this Project, along with timelines, are detailed below. The bidder is expected to provide a detailed list of activities leading to each deliverable, in conformity with the overall timeline for each deliverable.
5. Apart from the specific deliverables, as given below, following are the generic deliverables for the Project.
- a. An Inception Report outlining the agreed work -plan.
 - b. Monthly Progress Reports outlining in brief, the progress of the assignment during the month.
 - c. A Final Report at the end of the Project, in the form of a “Project Completion report”.
6. This is a “deliverable-based” project, and the agreed fee is allocated against each deliverable. The bids and rates offered by the bidder must remain valid and firm for a period of 12 months from the date of award of the Project.

Specific Scope:

The overall scope of the Project is to assist the Authority in completing the Gas Network regulatory process to establish the Price Control -3 (PC-3) for OQGN, including any required modifications in the RAB Revenue Rules and the RAB Tariff Rules. This will require the Consultant to review the Technical, economic and financial aspects of the existing revenue and tariff mechanism of OQGN.

Following are the specific scope of work that are necessary in the successful delivery of the Project:

Task A: Performance Review

1. The consultant should undertake cost evaluation and include the following;
 - 1.1. Review unit cost data used by OQGN to check for reasonableness and consistency. Based on international equipment price trends and Omani factors, provide commentary on whether any significant price changes would be expected over the period of the price control review;
 - 1.2. Undertake an assessment of the OQGN procurement process to identify if it is sufficient to drive efficiency in unit costs.
 - 1.3. Provide, where possible, a comparison of project specific costs approved in the pre investment appraisal documentation and outturn costs of procured projects;
2. undertaking a review of 5 project investments to assess appropriateness of the project cycle including completion of appraisal documentation (including project closure appraisal documentation). The Consultant will need to assess the documentation process and also assess the actual efficiency of project expenditure against the approved project plans:
3. The consultant should review how OQGN procure operation and maintenance contracts. This will include an assessment of the robustness of such contracts and the ability of OQGN to gain operational efficiency and benefits through them. The assessment will seek the following;
 - 3.1. How asset management is being employed by OQGN to ensure operational and maintenance efficiency;
 - 3.2. Undertake efficiency analysis related to direct costs such as spares & consumables, transmission pipelines repairs and other direct costs;
 - 3.3. Identify any shortfalls and required remedies in maintenance contracts and the performance of contractors, and where possible indicate further improvements that would reasonably be possible.
4. The consultant should review the use of external engineering consultants since 2020 by OQGN. This review should consider what types of services have been provided, how OQGN managed the services provided by the consultant, the extent to which OQGN sought to gain benefit from the consultancy support, and how the costs and benefits of the consultancy are evaluated by OQGN;

Based on the outcome of the above, comment on the reasonableness and efficiency of procuring similar type of consultancy services for the next price control period (PCR3).

Task B: Economic and Financial

- i. Review and update /amend as necessary, the current price control proforma to facilitate the submission of information to the Authority. The proforma will present historical data and 5-year projections for the business/activities of OQGN. The Consultant will ensure the consistency of the proforma with the amended Concession Agreement, particularly the RAB Revenue Rules and RAB Tariff Rules, and the Transportation Code.
- ii. Review the Revenue Setting Period (RSP) reconciliation and the Annual Reconciliations provided by OQGN, in line with the stipulations in the Amended Concession Agreement;
- iii. Review demand forecasts submitted by OQGN to confirm their reasonableness and that the forecasts provide a robust basis for future capex and opex requirements;
- iv. Review the opex and capex submission by OQGN to assess the reasonableness of their opex and capex projections over the price control period, and recommend appropriate adjustments, if prudent.

The capex review should be supported with detailed analysis and scrutiny of OQGN's costs. The submission will include the following investments:

- Transportation Projects;
- Customer Connection Projects;
- Asset Acquisition Projects; and
- Sustaining Projects

This will include review of the submitted Pre-Investment Appraisals (PIADs) for the proposed projects.

The opex review should be supported with detailed analysis and scrutiny of OQGN's costs (O&M costs, G&A costs, staff costs, pass-through costs etc.), including

- (i) a scrutiny of the use of allowances in the current price control period and
- (ii) the use of benchmarking analysis where appropriate;

The opex analysis should identify transportation costs and cost-reflective charging to shipper and other final customers, if any.

- v. Review and update estimates of the of the cost of capital, including estimating the cost of equity and debt in conjunction with capital structure assumptions; the estimate should secure the appropriate source of funding for further network expansion, as per the approved expansion plans of the OQGN.
- vi. Determine the appropriate level of Transportation Charges (Tariff) for the Price Control period, in accordance with the OQGN's Transportation Tariff mechanism.
- vii. Review and suggest improvements to the Allowed Revenue framework for OQGN, using local, regional and international benchmarks, as appropriate.
- viii. Model the regulated asset base (including reviewing the appropriateness of the opening regulated asset value for the start of the new price control period);
- ix. Undertake efficiency analysis and set efficiency improvement targets; establish targeted performance incentive mechanisms based a detailed study of OQGN's historic and current performance of OQGN and the international benchmarks
- x. Model the OQGN's price control against benchmark financial metrics agreed with the Authority to assess the financial stability and viability of the OQGN's business with the proposed price control allowances;
- xi. Critically review the existing Price Control model by comparing against international best practices, with a view to achieve
 - Transparency and clarity
 - Cost recovery and investment security
 - Financing and bankability, and
 - Efficiency enhancements.
- xii. Prepare the price control consultation letters (including all request letters, proposals and responses to the OQGN) and working papers to facilitate discussions with the Authority;
- xiii. Participate in all price control review consultation meetings, including the preparation of all minutes of meetings;

- xiv. Conduct workshops for the Authority, OQGN and other stakeholders as may be necessary;
- xv. Undertake any other analysis required to support the setting of new price controls (such as review of the form, structure and duration of the price controls).

2.1 Deliverables and Timelines

The primary deliverables for this assignment, along with the deadlines, are as below:

Deliverables for Task A

Structured reports presenting the findings, conclusions and recommendations on each aspect of the works defined by Task A.

Expected date of the delivery of all draft reports to be 1 May 2023.

Deliverables for Task B

Sr.	Deliverable	Target Date (Latest by)
1	Review Price Control Proforma template and suggest modifications, if any	30 March 2023
2	Issue draft Initial Price Control proposals, based on the review of the Proforma and other submissions by the OQGN	1 July 2023
3	Issue the Initial Price Control to be sent to the OQGN, after discussing and agreeing on the draft Initial Proposal with the Authority	20 July 2023
4	Review the response to the Initial Price Control proposal received from the OQGN (tentative date of receipt is 3 Sep 2023), and issue the draft Final Proposal	1 October 2023

5	Issue the Final Price Control proposal to be sent to the OQGN, after discussing and agreeing on the draft Final Proposal with the Authority	2 November 2023
6	Prepare the Final Price Control determination, based on final responses to the above, to be issued to OQGN	1 December 2023
7	Drafting responses to all letters and preparing working papers relating to the price control reviews	Throughout the assignment
8	Conducting meetings and workshops with the relevant stakeholders, as necessary	Throughout the assignment
9	Issue the Project Completion Report	31 December 2023

2.2 Information to be provided by the Client

The Authority will provide the consultant with the following information prior to commencement of the assignment

1. The Amended Concession Agreement, executed between the Oman Gas Company SAOC (now OQGN) and the Government of Oman on 9 June 2020, including the RAB Revenue Rules and RAB Tariff Rules;
2. The Transportation Framework Agreement, executed between the Oman Gas Company SAOC (now OQGN) and the Government of Oman on 9 February 2020, including the Transportation Code.
3. The Oil & Gas Law and the relevant Royal Decrees.
4. Copies of the existing price control and previous price control documents, including submissions from the OQGN, as appropriate; and
5. Latest Audited Financial Statements and Regulatory Financial Statements of OQGN
6. Long Term Network Development Plan (LTNDP)

3 CONSULTANT'S SKILLS, QUALIFICATION, EXPERIENCE AND OTHER REQUIREMENTS

The Authority wishes to appoint an experienced and well-qualified Consultant for the assignment. The appointed Consultant will have demonstrated experience of price control reviews (assisting a regulator or regulated company) of gas and other utilities, and be familiar with the analysis required by such reviews. The proposed team should have a suitable combination of Technical, financial, economic and regulatory expertise.

The team will be led by the Project Director who will be the focal point for the Consultant team. The Project Director should have at least 10 years of relevant experience, with suitable experience in leading similar projects in the past 5 years. Experience in the region will be an advantage.

The Authority expects to work extensively in collaboration with the Consultant and therefore the Consultant would be required to be present in the Authority's office particularly during periods of extensive analysis, prior to publication of Initial and Final Proposals as well as for consultation meetings, to conduct workshops and as may be deemed necessary by the Authority¹.

The Consultant will be required to draft letters and other documents to a high standard. A sample of written work (such as price control consultation documents and letters) is required for evaluation.

Consultants shall demonstrate to the satisfaction of the Authority that they have no commercial relationship with the entity that is the subject of this price control review, that may lead to any concern, real or perceived, as to the independence of the consultant or team members proposed. Where the consultant has any ongoing assignments with entity, these should be identified and the consultant should declare any overlap of team members and extent of their involvement in such other projects. The Consultant should provide a written declaration clearly stating the working procedures enforced by it to ensure adequate segregation of duties and responsibilities, in relation to potential conflict of interest situations.

¹ Depending on the status of COVID-19 pandemic outbreak developments and taking into consideration the restrictions on international travellers.

3.1 Timetable

The Consultant shall commence the assignment within five days of being notified of the contract award.

The assignment is expected to last through to the completion of the price control review process (expected by December 2023).

An indicative timeline for the assignment has been set out in the Scope of Work along with the deliverables.

Any time extensions agreed with the Authority (due to, for example, rejection of final price control proposals, or to undertake additional unanticipated work) would be based on the daily fees outlined in the Consultant's proposal.

4 GENERAL REQUIREMENTS

4.1 Cost of Tendering

All costs, charges and expenses incurred by the Consultants in the preparation and submission of any Bid shall be borne by the Consultants regardless of the outcome of the Bid Process, including in the event of the cancellation of the Assignment. No claim whatsoever shall be considered valid by the Authority in respect of any such costs, charges or expenses and the Authority shall accept no liability whatsoever in respect of such costs, charges or expenses.

4.2 Confidentiality

The information contained in this document and any information subsequently provided by the Authority in relation to this document is confidential and proprietary to the Authority and may not be used by the Consultant for any purpose other than in relation to the preparation of a Bid or disclosed to any other person by the Consultant except as expressly authorised in writing by the Authority save that an Consultant may disclose such information to its professional advisers and in doing so shall procure that such professional advisers maintain the confidentiality of such information.

The Authority will treat all information received from Consultants as part of the Bid Process on a confidential basis except that questions raised by the Consultants during the period from the date of issue of this document to the Bid Submission Deadline may be dealt with as specified in this Section, and the Authority reserves the right to disclose summary information concerning questions received to all Consultants that submitted bids for this Assignment.

Information supplied by Consultants will be treated as contractually binding. However, the Authority reserves the right to seek clarification or verification of any such information.

4.3 Sufficiency of information

Bidders are solely responsible for satisfying themselves with respect to all matters which may in any way affect their Bids including the cost of their execution. Bidders must carefully study the document and ascertain the full meaning and extent of all related obligations, responsibilities, conditions, risks, contingencies and other circumstances that may influence or affect the Bid. Failure to do so will be at the Bidder's entire risk and no relief will be given for errors or omissions by a Bidder or by the Authority.

4.4 Validity Period

Each Bid shall remain valid and open for acceptance by the Authority for 90 **Days** from the Bid Submission Deadline (the **Validity Period**). Any Bid which stipulates anything different from this may be rejected or disqualified.

In exceptional circumstances the Authority may request a Bidder to extend the Validity Period for a specified time, without any change in the prices quoted in the Bid. It will endeavour to do so at least seven (7) days prior to the expiry of the original Validity Period.

The request referred to at the above paragraph and responses thereto shall be made in writing. If a Bidder agrees to such a request, the Validity Period shall be extended as agreed and the arrangements in relation to the Bid shall be continued during the extended Validity Period.

If the Authority has not received a written response to a request for the extension of a Validity Period from a Bidder, the relevant Bidder's Bid will lapse on the expiry of the Validity Period

4.5 Reasons for declaring the Bid Process void

This Bid Process will be declared void in the event that all the Bids that are received are rejected, disqualified or the interests of the Authority so requires.

4.6 Bid rejection

The Authority shall be entitled to accept or reject any Bid, to waive any failure to comply with the Bid Requirements or to annul the Bid Process at any time before the award of the Bid. The Authority shall not be obliged to give reasons for doing so. If the Authority gives reasons for any of the above, none of the Authority or any other part of the Government of Oman shall have any liability whatsoever in relation thereto or towards any Bidder or Interested Party in relation to the Bid Process.

4.7 Withdrawal of the Bid

No Bid will be allowed to be withdrawn, once submitted.

4.8 Bidder's Commitment

The submission of a Bid shall constitute a confirmation on the part of the Bidder that it accepts the terms of this document and that it agrees to be bound by them.

4.9 Bidder's awareness of the legal requirements

Bidders are advised to make themselves thoroughly aware of the legal requirements in Oman relating to registration, tax liabilities, and all other facts and circumstances that are relevant and may influence their bids or the performance of the Consultancy Agreement. The Bidder shall not be allowed to alter the bid price after submission, on grounds of the lack of local legal requirements, unless there is a change of law after the bid submission.

4.10 Execution of Consultancy Agreement

The Successful Bidder must execute the Consultancy Agreement if so directed by the Authority in the manner required by this document.

5 SUBMISSION OF PROPOSAL

The Consultant shall separate their proposal into technical and commercial proposals. The consultant shall submit an electronic copy of their assignment proposal by **8 February 2023** via email to:

The technical proposal should be sent to: Tender.Technical@apsr.om

The commercial proposal should be sent to: Tender.Commercial@apsr.om

We will be pleased to provide clarification of matters covered by the RFP prior to the submission of proposals. Request for clarifications to be emailed to: kameel.redha@apsr.om or lamya.alkindi@apsr.om

The Technical Proposal shall include:

- 1) A description of the methodology proposed by the Consultant for each part of the assignment, including an indication of the time required to complete 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) A copy of the Consultant Health and Safety Policy and Procedures that will be followed by the Consultant for this project;
- 5) All terms and conditions attached to the Commercial Proposal, without referring to any monetary value. It may be noted that the Technical Proposal shall not include any reference to any fees, rates, or out-of-pocket expenses that shall strictly be ONLY in the Commercial Proposal.
- 6) The details of the team members summarized as per Table 1 below. Additional breakdown of team member contribution could be provided separately but the below table should be filled with the overall man-days for each member.

Table 1 Team Member's Contribution

Team Member	A Brief Description of the member's Contribution in the assignment	No. of working Days in Oman	No. of working Days out of Oman

The Commercial Proposal shall be as template on ANNEX G

6 DETAILS OF PRICING AND PAYMENT

6.1 The Contract will be awarded on a “Lump Sum Price” basis, which is payable based on Deliverables. This is NOT a time-based contract.

6.2 The Payment milestones of the Lump Sum Price are as below:

On signing of the Contract:	5%
On submission of the Inception Report	10%
On issuance of draft Initial Price Control Proposal	20%
On finalizing the Initial Price Control Proposal to be sent to OQGN	20%
On issuance of draft Final Price Control Proposal	20%
On issuance of the Final Price Control determination to OQGN	20%
On acceptance by the Client of the “Project Completion Report”	5%

6.3 The Consultant shall provide a Table of daily Rates applicable for each Team member, as a part of their Commercial Proposal (Table 2). These rates will be included in the Contract and will be used to determine the cost of any “Out of Scope” work that may be required to be delivered by the Consultant during the course of the Project.

6.4 The Lump Sum Price, the out-of-pocket expenses as specified in Tables 3 and 4 of the Commercial Proposal and agreed fee based on rates in Table 2, applicable to perform out of scope work, shall be deemed to be fully inclusive and shall include all costs of whatever nature in performing the Consultancy Agreement, including, without limitation, the payment of any taxes, the costs of any overheads, travel or accommodation and all matters and things necessary for the proper execution and completion of the required services, unless otherwise agreed between the Authority and Consultant.

6.5 Withholding Taxes will be deducted from the payments to the Consultant, if applicable

ANNEX A: TECHNICAL EVALUATION

Bids will be assessed in two stages.

1st Stage: All bids will be evaluated by reviewing the technical bids first.

2nd Stage: Only those bidders qualifying in excess of the Technical threshold will be considered for Financial / Commercial evaluation

The Technical criteria contributes towards 70% and Financial / Commercial towards 30% of the overall criteria.

The Technical Evaluation criteria have been given in Annexure A. The bidders may note that the above Technical Evaluation Criteria is only indicative, and is aimed at helping the bidders prepare their bid and assemble the right team. This is in no way binding to the Authority. The Authority reserves the right to add or amend the above criteria as it deems fit.

Economic Advisors for Price Control Review of OQ Gas Networks SAOC

No	Technical Criteria	Max Score
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General Comments		
1	Basic understanding of the RFP and primary objective of the PCR	5%

Approach, Methodology and Appropriateness of man-days allocated		
2	Clear description of steps to be taken considering all parts in the scope of work	20%
3	Consultant's knowledge and Experience with energy sector and price control reviews	15%
4	Man-days reflecting consistency with time line for the assignment	10%

Project Team Organization & Experience		
5	Composition of team	10%
6	Team experience should cover all aspects of the scope of work	40%
Maximum Bidder Score:		100%

ANNEX B: FORM OF BID LETTER

PROCUREMENT DEPARTEMENT
AUTHORITY FOR PUBLIC SERVICES REGULATION
PO BOX 954, POSTAL CODE 133
AL KHUWAIR
MUSCAT
SULTANATE OF OMAN

After compliments,

We have examined the Request 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 ninety (90) 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 five (5) days of being notified of the success of its Bid.

[Name of Bidder] will be able to undertake the work and complete project within the timeframe articulated in section 2.1 of this RFP.

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 _____ 2023.

Capacity in which signing: _____

Signed: _____

Witnessed by: _____

For: _____

ANNEX C: NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

This Confidentiality and Non-Disclosure Undertaking is given to the Authority for Public Services Regulation (the Authority) based on the Agreement between (**Name of consultancy company**) and the Authority and my engagement on (**Name of consultancy company**) assignment with the Authority concerning (**Technical and Economic Support for Price Control Review of OQ Gas Networks SAOC – RFP 231004/2023**).

I acknowledge that as part of my engagement with the Authority for Public Services Regulation, I have been provided with information that is of confidential, commercially sensitive, personal and/ or proprietary nature, for example: confidential or sensitive information related to Licensees and/or customers or to staff, projects, contracts or other matters of the Authority for Public Services Regulation.

Confidential Information shall include all information in whatever form (including, but without limitation, in written, oral, visual or electronic form, or on tape or disk) relating wholly or partly to transactions, projects, contracts, employees, financial information, systems, licensees and customers and confidential or sensitive information of the Authority for Public Services Regulation.

I hereby undertake that:

1. I hold all confidential information in trust and strict confidence at all times. It shall not be disclosed to any third party at any time;
2. The information will be used solely and exclusively for the purposes of (**Name of consultancy company**) engagement by the Authority and will not be used for any other purposes;
3. Upon Termination or at the end of (**Name of consultancy company**) engagement by the Authority any confidential information obtained shall not be disclosed to third party or other person;
4. I maintain the absolute confidentiality of personal, confidential and proprietary information in recognition of the privacy and proprietary rights of others at all times; and
5. I comply with all privacy laws and regulations, which apply to the collection, use and disclosure of confidential information.

Based on the (**Name of consultancy company**) engagement with the Authority and other confidentiality obligations, including between me and (**Name of consultancy company**), I understand that a breach of confidentiality or misuse of information could result in a legal action against (**Name of consultancy company**) and I fully understand and accept

responsibilities set above relating to personal, confidential and/or proprietary Information of the Authority for Public Services Regulation or any relevant party.

The Authority agrees that any claim for damages in relation to breach of the above undertaking shall only be taken against (**Name of Consultancy Company**) and not against the individual named above

Name and Signature

Date

ANNEX D: SCHEDULE OF THE PROJECT

Activity	Date
Release of RFP	18 January 2023
Deadline for Submission of RFP	8 February 2023
Announcement of Winning Vendor	28 February 2023
Commencement of Works	6 March 2023

ANNEX E: COMPLETENESS FORM

General Completeness Form			
No	Category	Yes	No
1	Submission of Proposal:		
	1.1 Submitted by 8 February 2023	<input type="checkbox"/>	X
2	Description of methodology provided for each part of assignment:		
	A. Review of Performance as highlighted in Task A		
	a. Evaluation of Unit Cost		
	b. Assessment the appropriateness of the project cycle		
	c. Review the procurement of operation and maintenance contracts		
	d. review the use of external engineering consultants		
	B. Review of PIADs		
	C. Review and amend Price Control proforma template		
	D. Preparation of Price Control consultation letters and papers		
	E. Review demand forecasts		
	F. Opex analysis		
	G. Update estimate of cost of capital		
	H. Undertake analysis to inform margin for the procurement business		
	I. Modelling RAB		
J. Modelling companies' Price Control against benchmark financial metrics			
K. Determination of Final Price Controls			
	L. Other issues - e.g. review of form, structure and duration of Price Control		

General Completeness Form			
No	Category	Yes	No
	M. Participating in all Price Control Review consultation meetings including prep of notes of meetings		
	N. Conducting workshops		
3	Timescales:		
	3.1 Consultant will commence assignment within 5 days of award		
	3.2 Assignment will be completed within timeline articulated in the RfP		
4	Details of Consultant's Experience:		
	4.1 Experience of similar assignments by the bidder;		
	4.2 Contact details of previous & existing clients.		
6	Details of Project Team:		
	6.1 CV of each team member		
	6.2 Description of each team member's relevant experience		
	6.3 Description of each team member's contribution		
7	Total cost of assignment:		
	7.1 Each team member & days contribution as mentioned in the RFP table 1.		
	7.2 All fees each team member & days contribution as mentioned in the RFP table 2.		
	7.3 Expenses including flights, hotel costs and other items as mentioned in the RFP table 3.		
	7.4 Daily living Expenses as mentioned in the RFP table 4.		
8	Bid letter is provided as in Annex B to RfP		
9	Declaration of no potential conflict of interest		

ANNEX F: CONTRACT TERMS AND CONDITIONS

Attached with RfP mail.

ANNEX G: COMMERCIAL BID FORM

Commercial and Financial Evaluation Criteria:

The bids scoring 70% points in the Technical Evaluation will be considered for the Financial and Commercial evaluation.

In the Financial Evaluation, maximum points will be awarded to the lowest bid, and other bids will be awarded proportional points.

The commercial proposal should show separately:

- a. Fees: including details of the fee of each team member (the hourly/daily fee and the expected contribution in terms of man-days of each team member) as shown in Table 2;

Table 2: Team Fees and Member's Contribution

Team Member	A Brief Description of the member's Contribution in the assignment	Daily Rate (RO)	No. of working Days in Oman	No. of working Days out of Oman	Total (RO)
Total Fees					
Total Fees Tax					
Total Cost(Fees Tax)					
Total Expenses					

- b. Expenses: including flights and hotel costs (subject to applicable caps as per the Agreement) as shown in Table 3:

Table 3: Flight and Hotel Expenses

Expenses	Total No. of item	Unit Cost (RO)	Total (RO)
Flight tickets			
Hotels			

- c. Daily living expenses in Oman as Table 4 shows, (The typical rate used by the Authority is RO25 per person per night).

Table 4: Daily Living Expenses

Team Member	No. of Working Days in Oman	Daily Living Expense (Fixed at 25 RO/person/night)	Total (RO)
		25	

- 7) Bid Letter in the form provided in [Annex B](#) to this Request for Proposal.
- 8) A signed statement confirming the Consultant is free from any potential conflicts of interest.
- Bidders shall check the completeness of their bids submission by completing the form in [Annex E](#). Any Proposal missing the required information in [Annex E](#) will be considered incomplete.**

Combined Evaluation

The Bid that scores the maximum points including the Technical points and Commercial points, will be declared the '**Winning Bidder**'.



Authority for Public Services Regulation

AND

[-----]

Agreement for Consultancy Services



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

Between:

- (1) The Authority for Public Services Regulation having its postal address at P.O Box 954, Postal Code 133, Al Khuwair (**Authority**) and;
- (2) [Insert the name of the appointed consultant] having its postal address at [insert address] (**Consultant**).

Now, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. Definitions and interpretations

- “**Change in Law**” – means a new decree, law, or regulation (or amendments to or new officially approved interpretation of the existing Laws of the Sultanate of Oman) promulgated by the Government from the date hereof;
- “**Completion of Consultancy Services**” – means the approval by the Authority of the successful and satisfactory completion of the Scope of Work by the Consultant as listed in the Appendices of this Agreement.
- “**Consultancy Services**” - means the services for which the Authority has engaged the Consultant to provide in connection with the Scope of Work attached to this Agreement and any other work undertaken under this Agreement.;
- “**Deliverables**”- means the work to be prepared, delivered or submitted by the Consultant, and/or its Project Team, in performing the Scope of Work attached to this Agreement.
- “**Scope of Work**” - means the description of work to be performed by Consultant as set forth in the Request for Proposal No. (.../...) issued by the Authority and any amendments or any work or tasks agreed between the Parties thereto.
- “**Fixed Fee**” - has the meaning referred to it in Clause 7.3;
- “**Force Majeure**”- has the meaning given to it in Clause 13.2;
- “**Parties**” – means the Authority for Public Services Regulation one part, and the Consultant on the other part.
- “**RFP**”- the Request For Proposal No. (.../...) issued by the Authority on [date];
- “**Team Leader**”- has the meaning referred to it in Clause 16.3.



2. General Provisions

- 2.1** Unless otherwise expressly provided to the contrary, all references to days, months or years are references to calendar days, months or years;
- 2.2** Words in the singular include the plural and vice versa and words denoting one gender include the other gender without in either case altering the meaning of this agreement;
- 2.3** 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);
- 2.4** 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;
- 2.5** The table of contents and headings are for convenience only and shall not limit, alter or affect the interpretation of this Agreement;
- 2.6** Any notice required under this Agreement should be given in writing and will be deemed to have been given if delivered by one of the following means:
- 2.6.1** personal delivery to the designated representative of each of the Parties when so delivered;
 - 2.6.2** email delivery to the designated representative of each of the Parties when so delivered;
 - 2.6.3** by fax upon sending, subject to confirmation of uninterrupted transmission as set out in the transmission report, confirmation by telephone by an employee of the recipient that fax was received and provided that a hard copy is promptly dispatched to the recipients in the manner provided below;
 - 2.6.4** by post or courier seven (7) Omani business days after posting or courier subject to proof of delivery;
- 2.7** 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
- 2.8** This Agreement incorporates the recitals of and Appendices to it.

3. Validity of Agreement

- 3.1** This Agreement shall come into force upon the Parties authorised signature of the Agreement.



3.2 Provision of Consultancy Services shall commence on [date] and be completed by [date], and 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 18 hereof.

4. Language

The ruling language of this Agreement is the English language. All reports, minutes, correspondence, etc. shall be in the English language. In the event of any conflict between the provisions of the documents (including the Agreement) and a translated document, the documents in English language shall prevail.

5. Other Consultants Appointed by the Authority

The Authority may appoint other consultants for matters relating to Consultancy Services or any other matters of a specialist nature. The remuneration for such consultants will be agreed separately between the Authority and the other appointed consultants, and shall not form part of the overall fee of the Consultant. The Consultant should work with such other consultants appointed by the Authority in line with the Scope of Work as in of the Appendices to this Agreement or as instructed by the Authority.

6. 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, which should not exceed 90 days from the time the Scope of Work commences. The Consultant shall not be entitled to remuneration for the extended period due to any delay contributed to by the Consultant's failure to complete the Consultancy Services under this Agreement within the agreed time schedule stated in Appendix (B).

7. Remuneration of the Consultant

7.1 Consultancy Services

Subject to Clauses 7.2 and 7.5, the remuneration for Consultancy Services shall be the [lump sum of/ payment on Deliverables] as set out in Appendix (C) to this Agreement.

7.2 Remuneration for Additional 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 Consultancy services as may be necessary and the Parties shall mutually agree a Fixed Fee for such additional services on the basis of the man-day/hourly rates or any other basis as per Appendix (C) to this Agreement. The additional services and the remuneration for such services shall be agreed in writing.



7.3 Inclusive Remuneration

Subject to the provisions of Clauses 7.2 and 7.5 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 under this Agreement. The effect of any future Change in Law on the above, which increases the cost of performing the Consultancy Services will only be taken into consideration upon submission of supporting documents by the Consultant.

7.4 Limit of Remuneration

The total remuneration for the Consultant for Consultancy Service shall constitute their only remuneration in connection with this 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 thereunder.

7.5 Reimbursement

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

7.6 Delay or Failure

In case of the Consultant's 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.

8. Mode of Payment

8.1 Invoices

The Authority shall pay to the Consultant against presentation of invoices of the proportionate remuneration for Consultancy Services and expenses as stated in Appendix (C) to this Agreement.

8.2 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 or inconsistencies.



9. Currency and Account Details

The remuneration of the Consultant shall be paid either by a cheque drawn on a bank in Oman or directly to the account of the Consultant in accordance with the specific provisions set out in Appendix C to this Agreement. All fees and expenses will be paid in Omani Rials (OMR) as specified in Appendix C. 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.

10. 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.

11. Copyright

The Copyright (if any) of all documents and all material prepared by the Consultant in connection with the Agreement rests with the Authority. As the Consultant may have pre-existing copyrights over certain materials and content, the Consultant grants to the Authority a non-exclusive, irrevocable, royalty free licence to use such content used in deliverables created under this Agreement. The Authority will own the Deliverables, documents 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. In the event the Authority wishes to publish or make available to third parties the content or any part thereof of the Consultant's Deliverables that is not verbatim and/or in a language other than the one in which it was written in, the Authority will endeavour not to associate the contents of such Deliverables, documents and materials or parts thereof with the Consultant without the Consultant's prior written consent which shall not be unreasonably withheld.

12. Sub- Advisors

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

13. Force Majeure

13.1 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 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 additional services. In the case of a reduction in the Scope of Work, the Consultant will only receive the proportionate remuneration for the amended Scope of Work.



13.2 Default

Notwithstanding Clauses 3 and 6 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.

13.3 Circumstances beyond Control

The Consultant or the Authority shall as soon as 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.

13.4 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 13.2 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.

13.5 Termination Notice

If a termination notice is given due to Force Majeure under Clause 13.4 hereof, the termination shall become effective upon seven (7) days following the receipt by Consultant of the Authority's notice to terminate.

14. Termination of the Agreement

14.1 Notice of Termination

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 14.3 hereof.

14.2 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 with immediate effect.

14.3 Payment for Cancellation

In the event of the whole or any part of the Consultancy Services being cancelled in accordance with Clauses 14.1, and 14.2 hereof, the Authority shall pay to the Consultant all fees and expenses, whether billed or unbilled, relating to Consultancy Services satisfactorily performed by the Consultant and which are accepted by the Authority up to the effective day of termination of the Consultancy Services.

15. Dispute Resolution

15.1 Amicable Settlement

Any dispute arising from or in connection with this Agreement shall be notified in writing by the Party to the other. Both Parties shall use their respective reasonable endeavours to settle the dispute on an amicable basis within 30 days from the date of receipt of notification before commencing legal proceedings.

15.2 Law and jurisdiction

This Agreement shall be governed by the Laws and Regulations in force in the Sultanate of Oman, and the courts of Sultanate of Oman shall have exclusive jurisdiction to settle any dispute which may arise from or in connection with it.

16. Duties and Rights of the Consultant

16.1 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 17.1, 17.2 and 18.1, 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 are required to work diligently and honestly and use their faithful and professional knowledge and skill 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 consultancy profession, and they shall respect the laws, regulations and customs of the Sultanate of Oman.

16.2 Confidentiality

The Consultant shall treat the details of this Agreement and all information and documents provided by the Authority, as well as documents prepared hereunder as private and confidential. All confidential information provided by the Authority hereto shall be used by the Consultant solely for the purpose of this Agreement and, except as may be necessary for carrying out this Agreement; the Consultant shall not publish or disclose any confidential information provided by the Authority to any third party without the prior written consent of the Authority.

The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement.

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.

16.3 Project Team

The Consultant shall identify and nominate a Team Leader. The Team Leader shall be responsible for the co-ordination of all work and activities relating to the Scope of Work. 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 co-ordinated by the Team Leader who will also be the primary point of contact with the Authority.

16.4 Meetings

16.4.1 The Authority or their nominated representative shall chair all meetings. The Consultant shall prepare an Agenda and review material required for each meeting in advance of such.

16.4.2 Minutes of meetings shall be dated and number consecutively all action items discussed and/or agreed during the meeting and shall indicate the party to take the required action by a due date.



16.4.3 Notwithstanding any specific other arrangement or agreement between the Parties, progress review meetings between the parties will be held weekly, or as requested by the Authority, for the purpose of:

16.4.3.1 Keeping all parties fully informed of all aspects of the project or works;

16.4.3.2 Reviewing progress, status, scheduling and other aspects of the project or works.

16.4.4 Minutes of each meeting shall be prepared by the Consultant and forwarded to the Authority within one (1) working day following the day of the meeting. The minutes shall be reviewed and agreed by both parties.

16.4.5 The Consultant shall maintain a record of all meetings and their minutes.

16.5 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” subject to the Authority’s approval.

16.6 Taxes

The Consultant shall be responsible for the payment of all taxes including VAT, WHT, income tax, customs or import duties, and all other levies that are enforced within the Sultanate of Oman. The Consultant must share the updated tax residency certificate and beneficial ownership confirmation once contract is signed. 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.

16.7 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 visas, permits and arrangements shall be borne by the Consultant.

16.8 Omani Nationals

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

17. Duties and Rights of the Authority

17.1 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.

17.2 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.

17.3 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 issued after signature of the Agreement and have a retrospective effect unless such provisions had been accepted in writing by the Consultant.

17.4 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.

17.5 Authority's Approval

The Authority's 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.

18. Liability of the Consultant

18.1 Errors and Omissions

The Consultant is liable for all the direct consequences of errors, and omissions on their part or on the part of their employees, agents, sub-advisors or assignees or any other Persons, in respect of the Consultancy Services, up to the contract's value, except for



claims of negligent acts, fraud and willful misconduct the Consultant's liability will not be subject to the limitation up to the contract's value. However, the Consultant disclaims any liability for errors or omissions in information provided to them or their employees, representatives or agents by the Authority.

18.2 Insurance Cover

The Consultant shall provide to the Authority a certificate of insurance relating to professional indemnity to cover the Consultant's liability in the minimum amount of 500,000 Omani Riyals and such certificate shall be issued in accordance with the laws of Sultanate of Oman. The provision of such certificate shall not lessen or reduce the liability of the Consultant hereunder.

18.3 Performance Bond

The Consultant shall also provide to the Authority a bank guarantee (performance bond) in the amount of not less than 10% of contract value RO ----- (Riyals Omani) as a guarantee to the proper execution of this Agreement.

19. Communication

Any communications, including provisions of notice, instruction, request, demand, waiver, consent, approval, or other communications which are 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, as set forth below:

If to the Authority:

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

Attention [Representative Name] holding the position of [Position Held] (as confidential)

Phone: [●]

Fax No: 24609701

E-mail: [●]

If to the Consultant:

P.O.BOX [●]

Attention [●].



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

20. Entire Agreement

This Agreement together with its appendices thereto constitutes the entire understanding and agreement between the Parties in relation to the Consultancy Services and it shall supersede any earlier agreements, representations or discussions.

21. 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 (3), (10), (16.2) and (18).

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.

Signed:

For and on behalf of the AUTHORITY FOR PUBLIC SERVICES REGULATION:

Witness: _____

For and on behalf of [CONSULTANT]

Witness: _____



Appendix A

Consultancy Services

The Scope of Work shall be as set out in the RfP attached.



Appendix B

Time Schedule

The Schedule shall be adjusted to reflect the actual contract award and commencement date of the Consultancy Services.

The Consultancy Services are agreed to commence on [date].

The Consultancy Services are expected to be completed by [date].

The Time schedule shall be as set out in the agreed work plan submitted by the Consultant in [.....] dated [], 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 charge: RO -----
- b) Expenses (capped): RO -----
- c) Total Fee RO -----

Personnel	RO per day

For avoidance of doubt, the Expenses portion in the Total Fee in (b) above shall be paid based on actuals but will be capped at RO [-----].

Hotel rates will be paid based on actual cost limited to RO 120/- per night and will be inclusive of all meals.

Local transportation for purposes of Consultancy Services will be provided by the Authority unless otherwise agreed.

Airfare will be paid at an actual cost limited to RO 800 per return flight for International flights other than from GCC Countries, and RO 200 within GCC Countries.

Business Class airfare will be paid at an actual cost 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.



The payment schedule of the remuneration shall be linked to the satisfactory submissions of the main Deliverables of the Scope of Work accepted by the Authority, as follows:

Particulars	Fees (RO)
10% on project launch	
20% on [...]	
40% on [...]	
30% on [...]	

In case of any additional work requested and agreed to by the Authority and the Consultant, A per diem rate (per 8-hour day) on actual man day spent as agreed between the Parties shall apply.

Additional air fares and expenses will be paid at reasonable actual costs, subject to prior written approval by the Authority.

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

Consultant shall raise separate invoices for expenses.



Appendix D

Project Team

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

The project team will consist of:

1. Name, position held
2. Name, position held
3. Name, position held
4. Name, position held