

SULTANATE OF OMAN



STANDARD FORM OF AGREEMENT
AND
CONDITIONS OF ENGAGEMENT
FOR
CONSULTANCY SERVICES
FOR
BUILDING AND CIVIL ENGINEERING WORKS

First Edition
March 1987

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FORM OF AGREEMENT

THIS AGREEMENT made on the _____ day of _____ 198_____ between

the Government of the Sultanate of Oman, represented by _____ (hereinafter called "the Client") of the one part and

(hereinafter called "the Consulting Engineer") whose Registered Office is at

of the other part.

WHEREAS the Client is desirous that Consultancy Services be rendered in accordance with the Conditions of Agreement as contained herein and the Consulting Engineer is willing and capable to render the said Services and has submitted an offer and the Client has accepted the same for the following:

PROJECT/S

SERVICES: ARCHITECTURAL DESIGN / SUPER VISION*
STRUCTURAL / CIVIL DESIGN / SUPERVISION *
MECHANICAL & ELECTRICAL DESIGN / SUPER VISION*
QUANTITY SURVEYING

OTHER SERVICES: AS STATED HEREUNDER*

NOW THESE PRESENT WITNESS and it is hereby agreed and declared by and between the parties hereto as follows:

* delete where inapplicable

1.0 *In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Standard Conditions of Contract hereinafter referred to.*

2.0 *The following documents shall be deemed to form and be read and construed as part of the Agreement viz:*

- (a) The Invitation to Tender.*
- (b) The said Offer.*
- (c) The Standard Conditions.*
- (d) The Tender Board/Ministry Letter of Acceptance.*
- (e) _____*
- (f) _____*
- (g) _____*
- (h) _____*

3.0 *In consideration of payments to be made by the Client to the Consulting Engineer as hereinafter mentioned, the Consulting Engineer hereby covenants with the Client to perform the Services in conformity in all respects with the provisions of this Agreement.*

4.0 *The Client hereby covenants to pay the Consulting Engineer in consideration of the above Services the remuneration at the times and in the manner prescribed by this Agreement.*

5.0 *The Budget Sum for the Project has been agreed between the Client and the Consulting Engineer to be RO. _____
(Rials Omani _____)*

IN WITNESS whereof the parties hereto have hereunder set their respective hands and seals on the day and year first above written.

*SIGNED BY A DULY AUTHORISED
SIGNATORY FOR AND ON BEHALF
OF THE CLIENT*

WITNESS

*SIGNED BY A DULY AUTHORISED
SIGNATORY FOR AND ON BEHALF
OF THE CONSULTING ENGINEER*

WITNESS

Approved, where applicable, in accordance with Sultani Decree No.48 of 1976 as amended.

*THE DEPUTY CHAIRMAN
FINANCIAL AFFAIRS COUNCIL
AFFAIRS*

*UNDERSECRETARY
FOR FINANCIAL
AFFAIRS MINISTRY OF FINANCE &
ECONOMY*

APPENDIX A
TO
FORM OF AGREEMENT

CONSTITUTION OF PRACTICE AND/OR COMPANY

The Consulting engineer shall together with his Tender submit a bound volume containing a copy of each of the following currently valid certificates and documents:

- 1. The Registration of the Practice/Company at the Commercial Registration Department of the Ministry of Commerce and Industry*
- 2. The License approved and issued by the Department for Professional and Trade authorization of the ministry of Commerce and industry.*
- 3. The Certificate of membership of the Practice/Company with the Oman Chamber of Commerce and industry*
- 4. The Certificate of Registration with the Tender Board.*
- 5. The name of the responsible person authorized to sign the Form of Agreement, his specimen signature and Letter of Authority from the Practice/Company.*
- 6. The name of the person or persons who will be responsible for the provision of the Services to be rendered together with their Curriculum Vitas.*
- 7. A professional Indemnity Policy drawn with an Insurance Company registered in the Sultanate of Oman evidencing that there is sufficient cover for the possible non-performance of the Consulting Engineer's Services as contained in this Agreement and as required by clauses 21.0 and 22.0 of these Standard Conditions.*
- 8. The name of the Person or Company if any who is the Agent of the Consulting Engineer in the Sultanate of Oman together with the certificate evidencing the Agency.*
- 9. List of current projects with approximate construction values for which the Consulting Engineer is at present providing services to Government organizations and the private sector together with the commencement dates of such services and the anticipated completion dates.*
- 10. List of projects completed during the previous five years in the Sultanate of Oman with the Contract Price and the name of the Client.*

APPENDIX B
TO
FORM OF AGREEMENT

CLAUSE

- | | | |
|---|---------------------------------|---|
| 1. PERIOD FOR SUPERVISION SERVICES | 2.5 | _____ months |
| 2. LANGUAGES FOR CORRESPONDENCE | 3.1 | <i>Arabic and/or English*</i> |
| 3. SET OF DOCUMENTS: | | |
| — Preliminary Design Stage | 4.1 (b) ix | _____ sets** |
| — Detailed Design Stage | 4.1 (c) iii | _____ sets** |
| — Tender Documents | 4.1 (c) v | _____ sets** |
| — As Built Drawings and
Manufacturers Manuals | 4.3 (b)
4.2 (a) xii,
xiii | _____ sets** |
| 4. DETAILS OF SUPERVISORY STAFF | 4.2(b) | _____

_____ |
| 5. TIME SCHEDULE: | | |
| — for Feasibility, Preliminary Design
Stage and Preliminary Cost Estimate. | 6.0 | _____ weeks |
| — for Detailed Design Stage and Detailed
Cost Estimate. | | _____ weeks |
| — for presentation of complete
sets of Tender Documents and Tender
Cost Estimate. | | _____ weeks |

-
- delete _____ as _____ inapplicable
** the Consulting Engineer shall allow for providing not more than 5 copies of such Drawings, Reports, etc., as may be required by Clauses 4.0 and 19.0 of the Conditions of Agreement. The Client will define the exact number during the progress of the Agreement

APPENDIX B TO FORM OF AGREEMENT - (CONTD)

6. DESIGN SERVICES REMUNERATION	7.1(a)	_____ 96 of the Budget Sum or Accepted Tender Sum whichever is the lesser*
	(b)	RO. _____ (Rials Omani _____) being a fixed lumpsum amount *
7. SUPERVISION SERVICES REMUNERATION	7.2(a)	_____ 96 of the Budget Sum or Accepted Tender Sum whichever is the lesser*
	(b)	RO. _____ (Rials Omani _____) being a fixed lumpsum amount *
	(c)	RO. _____ (Rials Omani _____) being the cost per month**
8. MODIFIED DESIGN SERVICES REMUNERATION	7.4	_____ % of Design Services Percentage Remuneration
9. DELAY IN COMPLETION CONTRACTOR/CLIENT	11.1	RO. _____ (Rials Omani _____) for each working day delayed
10. AMOUNT OF INSURANCE COVER	21.5	_____ % of the Budget Sum #

* delete as inapplicable.

** Consulting Engineer shall provide a detailed breakdown showing the numbers and types of personnel to be employed and the applicable monthly rate for each person.

the Client is to insert such value as is felt to be required bearing in mind the nature of the Works but not less than ten per cent of the Budget Sum.

APPENDIX C
TO
FORM OF AGREEMENT

COST OF ADDITIONAL DOCUMENTATION	R.O.
<i>AO Copy negative</i>	_____
<i>AO Dye-line print</i>	_____
<i>AI Copy negative</i>	_____
<i>AI Dye-line print</i>	_____
<i>A2 Copy negative</i>	_____
<i>A2 Dye-line print</i>	_____
<i>A3 Photocopy</i>	_____
<i>A4 Photocopy</i>	_____
 <i>PROFESSIONAL SERVICES</i>	
<i>Manager/Partner</i>	_____ <i>ph/pd/pm *</i>
<i>Senior Architect/Engineer/</i>	_____ <i>ph/pd/pm *</i>
<i>Qualified Architect/Engineer/</i>	_____ <i>ph/pd/pm *</i>
<i>Assistant</i>	_____ <i>ph/pd/pm *</i>
_____	_____ <i>ph/pd/pm *</i>
_____	_____ <i>ph/pd/pm *</i>

NOTE: The above rates are to be fully inclusive of all costs, overheads and profit, and all things whatsoever necessary for the provision of the Services required under Clauses 7.4(b) and 7.5 of the Agreement.

Where the Client requires sets of Documents in excess of the numbers stated in Appendix B hereinbefore the costs of reproduction shall be charged at the above rates.

** delete where inapplicable*

APPENDIX D

TO

FORM OF AGREEMENT

SCHEDULE OF FACILITIES REQUIRED DURING SUPERVISION PERIOD in accordance with Clause 12.0.

A) WITHIN THE CAPITAL AREA, BURAIMI, SOHAR OR SALALAH

B) OUTSIDE THE CAPITAL AREA, BURAIMI, NIZWA, SOHAR OR SALALAH

*APPENDIX E
TO
FORM OF AGREEMENT*

*NAMES AND ADDRESSES OF SUB—CONSULTANTS AND SERVICES TO BE RENDERED
in accordance with Clause 14.0.*

NAME _____

ADDRESS _____

*CR NO. &
OCCI NO.* _____

SERVICE _____

NAME _____

ADDRESS _____

*CR NO. &
OCCI NO.* _____

SERVICE _____

NAME _____

ADDRESS _____

*CR NO &
OCCI NO* _____

SERVICE _____

STANDARD CONDITIONS

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STANDARD CONDITIONS

1.0 DEFINITIONS AND INTERPRETATION

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

- (a) *“Accepted Tender Sum”* means the amount contained in the Letter of Acceptance being the Contract Value.
- (b) *“Budget Sum”* means the value of the Works as agreed in writing between the Client and the Consulting Engineer prior to the ratification of this Agreement or as amended in writing at a later stage, but not later than the receipt of the Detailed Design Cost Estimate, by mutual Agreement between the Client and the Consulting Engineer.
- (c) *“Client”* means the Government of the Sultanate of Oman as represented by the party stated in the Form of Agreement.
- (d) *“Completion Certificate”* means the certificate issued, and signed by the Consulting Engineer and delivered to the Client stating that the Works have been substantially completed according to the Contract.
- (e) *“Consulting Engineer”* means the Engineer or Architect, Partnership of Engineers or Architects or legal entity of Engineers or Architects engaged by the Client to perform the Services.
- (f) *“Contract”* means the Standard Documents for Building and Civil Engineering Works, Third Edition, July 1981, as amended
- (g) *“Contractor”* means any persons, firm or firms, company or companies under contract to the Client to perform work on or supply goods for the Works.
- (h) *“Design”* means all services rendered by the Consulting Engineer in accordance with Sub—Clause 4.1 (Scope of Services — Design)

STANDARD CONDITIONS

- (1) "Document" *includes the Standard Conditions of Contract, Specification, reports, plans, drawings, Bill of Quantities photographs, Letter of Acceptance agreements with Contractors, Sub contractor nominated or otherwise for the Works and all correspondence received from any party concerning the Works.*
- (j) "Letter of Acceptance" *means a letter in accordance with Sultani Decree NO.86/85 from the Tender Board /Ministry accepting, subject to Sultani Decree NO.48/76 as amended, the final offer of the Consulting Engineer.*
- (k) "Lump Sum" *means the fixed amount of remuneration agreed between the Consulting Engineer and the Client to undertake Services related to a fixed Scope of Works.*
- (l) "Maintenance Certificate" *means the certificate issued and signed by the Consulting Engineer and delivered to the Client stating that the Works have been completed according to the Contract Documents and maintained to his satisfaction.*
- (m) "Provisional Sum" *means a sum included in the Contract and so designated in the Bill of Quantities for the execution of work or the supply of goods, materials or services or for contingencies to be defined.*
- (n) "Services" *means the professional services which the Client has engaged the Consulting Engineer to provide and which are defined in Clause 4 Scope of Services.*
- (o) "Supervision" *means all services rendered by the Consulting Engineer in accordance with Sub—Clause 4.2 (Scope of Services - Supervision).*
- (p) "Works" *means the Works to be executed, completed and maintained by the Contractor which are described in the Invitation to Tender and for which the Client has engaged the Consulting Engineer to perform the Services as defined in Clause 4.0 hereof.*

2.0 GENERAL PROVISIONS

2.1 SINGULAR AND PLURAL

Words importing the singular only also include the plural and vice versa without in either case altering the meaning of the Agreement.

2.2 HEADINGS

The headings shall not limit, alter or affect the meaning of this Agreement.

2.3 VALIDITY OF AGREEMENT

This Agreement is considered to have come into force upon the ratification, if applicable, of the Form of Agreement in accordance with Sultani Decree No.48 of 1976, as amended, and shall be valid until both the issue of the Maintenance Certificate, and the agreement of the Final Account without prejudice to the duration of liability as stated under Clause 22.0 hereof.

2.4 PERIOD FOR DESIGN SERVICES

The Design Services and preparation of Tender Documents shall commence and be completed in accordance with the information contained in Clause 6.0 and as stated in Appendix B to the Form of Agreement.

2.5 PERIOD FOR SUPERVISION SERVICES

An estimate will be made by the Client of the period of Supervision necessary for the Works and this shall be stated in Appendix B to the Form of Agreement.

Subsequently, prior to the issue of the Tender Documents the period of Supervision for the Works shall be agreed between the Consulting Engineer and the Client and any adjustment in the above estimate shall be confirmed by an Amendment to this Agreement.

2.6 NOTICES

All notices under this Agreement should be given in writing and will be deemed to have been given if delivered by one of the following means:

- personal delivery to the designated representative of each of the parties;*
- by telefax;*
- by telegram;*
- by telex;*

at the specific designation of the Parties as set forth in the Form of Agreement.

3.0 LANGUAGES AND CODES

3.1 LANGUAGES

The ruling language of the Agreement is the English language. All reports, designs, drawings, correspondence, etc shall be in the English language. However, should the Client so decide, the correspondence shall be in both the Arabic and English languages

and such decision shall be stated in the Letter of Invitation and in Appendix B to the Form of the Agreement.

3.2

CODES

The unit weights and measures utilized shall be in metric units (S.I.). Only manuals and practices approved by recognized professional bodies and Omani, ES or ASTM or equivalent specifications for materials shall be adopted, in the order of preference as written.

4.0 SCOPE OF SERVICES

4.1 DESIGN

The Scope of Services as described herein shall include the following Stages of Work as appropriate and as detailed in Appendix A [Outline Plan of Work] to these Standard Conditions.

B Feasibility

C Preliminary Design

D Detailed Design

E Production Information

F Bills of Quantities

C Tender Action

These Services shall include some or all of the following activities but are not limited thereto:

(a) The further study of:

- user requirements,
- site conditions,
- basic requirements of planning and design,
- planning consents etc required from other Ministries,
- site acquisition,

together with an initial overview of the Budget proposed by the Client.

(b) The preparation, strictly within the Budget Sum, of such Preliminary Drawings and other engineering documents to enable the initial proposals for the construction of the Works to be submitted for comment and approval by the Client to allow Detailed Design to proceed including as may be necessary:

- (i) investigation of available data or information,
- (ii) carrying out final user studies to determine and confirm function, space and circulation requirements and or engineering principles,
- (iii) advice upon the selection or suitability of the site with special reference to topography and access. A measured survey or surveys of the site, taking levels, establishing boundaries, rights of way easement, etc., and preparing plans of the site,
- (iv) advice to the Client as to the necessity for special investigations of sub-soil, tide or weather and arranging for boring tests, trial pits, test piling, construction of models or other investigations agreed to be necessary.

- (v) *preparation of an outline scheme or schemes indicating critical dimensions, main space locations and/or functions, general architectural treatment and engineering concept as appropriate,*
 - (vi) *consultation with any Consultant appointed by the Client regarding management of the Project and any architectural, engineering, cost or other matter related to the work,*
 - (vii) *discussions with Government Departments relevant to obtaining Planning Permission,*
 - (viii) *the making of any necessary modification to the Preliminary Drawings following the aforesaid consultations and the reparation of other Documents in order to comply with the limitation of the Budget Sum for the Works,*
 - (ix) *the making up and printing of sets of Preliminary Drawings and such other Reports as may have been prepared.*
- (c) *The preparation of all further drawings, architectural and engineering documents and calculations required for approval by the Client and/or any relevant Government Department or public Authority for the construction of the Works and the preparation of all drawings and other documentation to enable competitive tenders to be obtained for carrying out the Works, including all or any of the following as may be necessary in the particular case:*
- (i) *the making of detailed designs, drawings, and specifications*
 - (ii) *the confirmation that the further design is still within the Budget Sum*
 - (iii) *the making up and printing of complete sets of all Detailed Drawings, Specifications and such other Reports as may have been prepared. Each document shall be clearly identified with the title of the Project, the name of the Consulting Engineer and the date of issue,*
 - (iv) *advising in conjunction with any Consultants appointed by the Client as to the appropriateness of the Contract, Forms of Tender and Invitations to Tender, List of Contractors and submitting the same for approval and decision of the Client,*
 - (v) *the preparation of complete sets of Tender Documents,*
 - (vi) *advising the Client in conjunction with any Consultants appointed by the Client as to the acceptance of the most suitable Tender taking into consideration prices, estimates, etc., for carrying out the Works provided that no order be placed or commitment made except by the Client in accordance with Sultani Decree No.48 of 1976 as amended if so applicable,*
 - (vii) *preparing a detailed report for submission to the Client or the Tender Board stating clearly the recommendations of the Consulting Engineer as to the appointment of a Contractor and in this context attending such meetings when requested by the Client and to providing any necessary*

additional information and/or explanation as requested by the Tender Board,

- (viii) advising in conjunction with any Consultants appointed by the Client on the preparations of the Form of Agreement relating to the Tender recommended for acceptance,*
- (ix) obtaining final planning and Building Permission from the relevant Government Bodies,*
- (x) the reproduction and dispatch of all documents, reports, drawings, maps etc.*

The Consulting Engineer shall take note that when producing designs for Building Works and including Mechanical and Electrical Services thereto shall produce such drawings as are necessary for the preparation of Actual and Correct Quantities as defined in Clause 56 of the Contract unless the Consulting Engineer can show reason why this is not possible and the Client approves in writing The Consulting Engineer will not include provisional Sums It for Works to be defined at a later date unless the Client gives written approval for this action.

The allowance to be included in the Tender Documents for Contingencies for Works of a Building nature shall not exceed five percent of the Budget Sum and that for Civil Engineering Works ten percent of same.

4.2 SUPERVISION

The Scope of Services described herein shall include the following Stages of Work as appropriate and as detailed in Appendix A [Outline Plan of Work] to these Standard Conditions.

- H Project Planning*
- J Operation on Site*
- K Completion*

These Services shall include some or all of the following activities but are not limited thereto:

(a) The supervision of the construction of the Works and the performance of other services in connection with the carrying out of the Works including all activities as defined in the Contract and including allowing for any of the following as may be necessary in the particular case:

- (i) preparing Contract sets of documents for signature by the Contractor and the Client,*
- (ii) reviewing and approving as appropriate the detailed programme of the Works as proposed by the Contractor. In particular, the Consulting Engineer shall note the dates for any outstanding information, drawings or decisions required from the Client or the Consulting Engineer and endeavor to ensure compliance with same so as to maintain the programmed completion of the Works,*

- (iii) *preparing any further plans, drawings, designs and schedules necessary for the carrying out of the Works,*
- (iv) *examining and approving detailed drawings submitted by the Contractor or Sub—Contractors,*
- (v) *making arrangements for the inspection and testing during the manufacture and installation of such materials and plant as the Consulting Engineer should be inspected and tested,*
- (vi) *issuing progress reports and other information to the Client in accordance with Clause 19.4 hereof or as requested by the Client,*
- (vii) *examining Tenders for the supply of goods and services where contained within Provisional Sums,*
- (viii) *issuing requests for information to Contractor(s) in accordance with Clause 19.4 hereof,*
- (ix) *supervising acceptance tests on site,*
- (x) *settling disputes or differences that may arise between the Client and Contractor(s) excepting Arbitration,*
- (xi) *in the event of arbitration the Consulting Engineer shall if requested by the Client make available such existing information in his possession which the Client may require to present an effective legal action,*
- (xii) *on completion of the Works providing to the Client sets of “As Built” Drawings (excluding Shop Drawings),*
- (xiii) *obtaining from the Contractor and delivering to the Client prior to completion of the Works such records and manufacturers’ manuals as are reasonably necessary to enable the Client to operate and maintain the Works,*
- (xiv) *consultation with any other Consultants appointed by the Client regarding any matters related to the Works,*
- (xv) *reproduction and dispatch of all Documents, reports, drawings, maps, etc.*

(b) The Consulting Engineer shall state in Appendix B to Form of Agreement the numbers of full time resident supervisory staff he has allowed for in his Offer. If the Consulting Engineer considers that full time resident supervisory staffs are not necessary for the Works then he should, when submitting his proposal to the Client, provide details of such alternative supervision.

4.3 OTHER SERVICES

The Scope of Services as written hereunder shall include such Other Services which are necessary for the particular case and not implied by Clauses 4.1, and 4.2 hereinbefore.

5.0 OTHER CONSULTANTS APPOINTED BY THE CLIENT

The Client may appoint separate Consultants for matters relating to any other matters of a specialist nature.

The remuneration for such Consultants will be agreed separately between the Client and the Consultants, and shall not form part of the overall fee of the Consulting Engineer.

Where the Client appoints such Consultants the Consulting Engineer may be required to appoint these Consultants to act as Engineers Representatives in pursuance of Clause 2(2) of the Standard Conditions of Contract.

The responsibility and liability for these services shall only exist between the Client and the separate Consultants and the Client shall save harmless the Consulting Engineer against any acts or omissions of the separate Consultants.

6.0 TIME SCHEDULE

The Time Schedule for each stage of the Design Services shall be as stated in Appendix B to the Form of Agreement:

(a) The Preliminary Design will be submitted to the Client for approval within the period stated commencing from the date of the issue of the Letter of Commencement from the Client following the ratification of this Agreement,

(b) The Detailed Design will be submitted to the Client for approval within the period stated from the date of approval in writing by the Client of the Preliminary Design,

(c) The complete Tender Documents will be submitted to the Client within the period stated from the date of approval by the Client in writing of the Detailed Design.

7.0 REMUNERATION OF THE CONSULTING ENGINEER

7.1 DESIGN SERVICES

The remuneration for Design Services will be as set out in Appendix B to the Form of Agreement and shall be either:

(a) A sum which equates to a percentage of the Budget Sum or the Accepted Tender Sum whichever is the lesser and adjusted where applicable for those items listed under Clause 8.0. The Budget Sum may, however, be reduced in value in the event Works included in the Budget Sum subsequently become works to be undertaken by Specialists [see Clause 5.0 hereinbefore], or

(b) A fixed lumpsum amount.

7.2 SUPERVISION SERVICES

The remuneration for the Supervision Services will be as set out in Appendix B to the Form of Agreement and shall be either:

(a) A sum which equates to a percentage of the Budget Sum or the Accepted Tender Sum whichever is the lesser and adjusted wherever applicable for those items listed under Clause 8.0. The said Budget Sum may, however, be reduced in value in the event Works included in the Budget Sum subsequently become works to be undertaken by Specialists [see Clause 5.0 hereinbefore], or

(b) A fixed lumpsum amount, or

(c) A rate per month related to the supervision input see Clauses 4.2, 4.3 and 4.4 hereinbefore.

No modification to the remuneration, as stated in Clause 7.2(a) or (b) above, will be allowed due to an adjustment of the period of Supervision under Clause 2.6 hereof. However, where the period of Supervision has been affected due to a written instruction of the Client the consequences of which necessitated an extension in the original Period of Supervision, then the Consulting Engineer shall be entitled to an increase in accordance with the rates as set out in Appendix—C to the Form of Agreement as agreed upon between the parties.

7.3 BUDGET SUM OR ACCEPTED TENDER SUM

Where the remuneration of the Consulting Engineer for the Design and Supervision services has been calculated separately on a percentage of the Budget Sum then, if the Accepted Tender Sum is less than the Budget Sum, the fees of the Consulting Engineer shall be reduced proportionately in accordance with Clause 9.1 hereof.

7.4 REMUNERATION FOR MODIFIED DESIGN STAGE SERVICES

Where Additional Design Services are necessary due to changes in “User

Requirements' within the Scope of the Works requested by the Client in writing after completion and approval in writing by the Client of Stage C Preliminary Design as contained in Appendix A [Outline Plan of Work] to these Standard Conditions the Consulting Engineer shall be entitled to receive from the Client as additional F remuneration either:

(a) A percentage of the percentage fee as stated in Appendix B to the Form of Agreement Clause 7.1(a) and related to the value of the modifications, or

(b) A lumpsum amount which shall be mutually agreed in each instance based upon an estimate of the hours to be worked and the expenses to be incurred at the rates as stated in Appendix C to the Form of Agreement.

The basis for this additional fee shall be agreed in writing between the Client and the Consulting Engineer prior to the commencement of the Additional Services.

Either fee shall cover totally new design, modification to completed design, investigation, alteration or remaking of any specifications, drawings, cost estimates and all other documents prepared in whole or in part by the Consulting Engineer.

7.5 REMUNERATION FOR MODIFIED SUPERVISION STAGE SERVICES

Where Modified Supervision Services are necessary due to a change in the Scope of the Works requested by the Client in writing after commencement of the Works by the Contractor then the Consulting Engineer shall inform the Client of those modifications to the Supervision Services. Upon the receipt of such notification by the Client, the parties shall meet to mutually agree a lump sum amount for the modified services. This lump sum amount shall be based upon an estimate of the additional hours to be worked multiplied by the rates as stated in Appendix C to the Form of Agreement together with a sum for the anticipated expenses to be incurred in accordance with Clause 7.9 hereof.

This lump sum amount shall be mutually agreed in each instance in writing and confirmed by the parties.

7.6 INCLUSIVE REMUNERATION

The total remuneration for the Consulting Engineer as herein defined shall be deemed to include all costs, overheads, profits, taxes, duties, charges, payments to his own sub-consultants and all things whatsoever necessary for the performance of the Services under the Agreement.

The Consulting Engineer in signing this Agreement confirms that he is aware of all other costs or charges to be incurred and which are necessary to carry out the Services required under this Agreement.

No claim will be accepted by the Client due to the Consulting Engineer's lack of knowledge in respect of any matter affecting the level of remuneration in this Agreement.

7.7 LIMIT OF REMUNERATION

The total remuneration for the Consulting Engineer for Design and Supervision Services:

(a) Shall constitute his only remuneration in connection with the Agreement and neither he nor his personnel shall accept or benefit from, whether directly or indirectly, any

royalty, gratuity or commission in respect of any patented article or process used, or of any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to the Agreement or to the discharge of his obligations there under,

(b) Shall not include any allowance for increased remuneration for:

(i) overtime or holiday working by the Consulting Engineer,

(ii) increased costs to the Contractor due to new legislation after the date of the ratification of this Agreement,

(iii) interest on late payments made to the Contractor by the Client,

(iv) claims of any nature by the Contractor.

7.8

REIMBURSEMENT

Provided that the Client has given his prior written approval then the Client shall reimburse the Consulting Engineer the actual expenditure for the following:

(a) All available documents needed in connection with the Agreement such as cadastral documents, maps, drawings, aerial photographs, records, reports, etc.,

(b) Site surveys such as aerial surveys, soil mechanical surveys and laboratory investigations, borings, test piles, etc.,

(c) Specialised professional advice and laboratory investigations,

(d) Purchased instruments mentioned in the Agreement or afterwards agreed upon with the Client,

(e) Any fees or deposits paid to a Governmental Authority on behalf of the Client.

8.0 BUDGET SUM OR ACCEPTED TENDER SUM

8.1 BUDGET SUM

For the purpose of assessing remuneration, this sum shall be deemed to include:

(a) A fair valuation of any labour, materials, manufactured goods and machinery provided by the Client,

(b) The market value, as if purchased new, of any second hand materials, manufactured goods and machinery incorporated in the Works.

8.2 ACCEPTED TENDER SUM

For the purpose of assessing remuneration, the following should be added to this sum:

(a) A fair valuation of any labour, materials, manufactured goods and machinery provided by the Client,

(b) The market value as if purchased new, of any second hand materials, goods and machinery incorporated in the Works.

8.3 BUDGET SUM OR ACCEPTED TENDER SUM

For the purpose of assessing remuneration these sums shall not be deemed to include or have included:

(a) A Contingency figure,

(b) Administration expenses incurred by the Client,

(c) Costs incurred by the Client under this Agreement,

(d) Consultancy Fees,

(e) Costs of land and way leaves,

(f) Costs of provision and connection of services up to the boundary of the site unless forming part of the Works,

(g) Costs incurred by the Client relating to interest on capital during construction and the cost of raising monies required for carrying out the construction of the Works,

(h) Cost of site accommodation, offices, facilities and instruments supplied to the Consulting Engineer together with the running and maintenance thereof,

(i) Loose furniture and fittings where these are part of a separate contract.

9.0 MODE OF PAYMENT

The Client shall pay to the Consulting Engineer against presentation of invoices the following percentages of remuneration for Services, which represent his emoluments for the stated stage.

9.1 PAYMENT FOR DESIGN SERVICES

10% on the issue of the Letter of Commencement as stated in Clause 6.0 (a) subject to the provision of an acceptable Advance Payment Bond to be issued by a locally registered Bank.

10% on the approval by the Client of the Preliminary Design.

30% on the submission to the Client of the Detailed Design.

20% on the approval of the Client of the Detailed Design.

10% on the approval by the Client of the Detailed Tender Documents.

- 15% *either on the ratification of the Contract for the Works or 6 months from the approval of the Tender Documents whichever is the earlier.*
- 5% *on the issue of the Certificate of Completion or, failing ratification of the Contract for the Works, 12 months from the approval of the Tender Documents.*

Notwithstanding the above, when the fees for Design Services have been calculated on a percentage basis in accordance with Clause 7.1(a) hereof then they shall be subject to a re—adjustment if the Accepted Tender Sum is less than the Budget Sum. In such an instance the Client shall write to the Consulting Engineer informing him of the amount of the fees paid in excess and the Consulting Engineer shall upon receipt of such notice shall promptly repay to the Client such excess fees.

9.2 PAYMENT FOR SUPERVISION SERVICES

- 95% *in equal installments, at monthly intervals over the period of construction of the Works as stated in the Contract Form of Tender or as subsequently modified during the execution of the Works. The first payment is to be made one month after the date of the commencement of the Works,*
- 5% *on the issue of the Maintenance Certificate and the agreement of the Final Account with the Contractor whichever is later.*

9.3 PAYMENT FOR MODIFIED DESIGN AND SUPERVISION SERVICES

The same mode of payment as defined in Clauses 9.1 and 9.2 shall be applicable for additional design and supervision services. With regard to modified services, no additional Advance Payment will be made by the Client.

9.4 DELAYS IN PAYMENT

Remuneration shall be paid to the Consulting Engineer within 40 days of submission of the invoices by the Consulting Engineer unless the Client seeks clarification from the Consulting Engineer regarding the invoices. If, after the said 40 days, the Client fails to pay such amounts, the Consulting Engineer shall give notice of a claim for interest due to none—payment within 20 days.

If, after a total of 60 days, the Client fails to pay such amounts and the Consulting Engineer has given notice then the Consulting Engineer is entitled to claim interest at the rate of 7% from the date of expiry of the said period of 60 days until the date of receipt of payment.

10.0 CURRENCY

The remuneration of the Consulting Engineer shall be calculated and paid in Rials Omani. There shall be no adjustment to remuneration due to fluctuations and variations in the rates of exchange between the Rial Omani and any foreign currencies.

11.0 DELAY IN COMPLETION

11.1 CONTRACTOR / CLIENT

In the case of delay in completing the Works due to the failure of either the Client or the Contractor to properly perform their duties under the Contract and for which an

Extension of Time is granted to the Contractor by the Consulting Engineer or a penalty is imposed upon the Contractor by the Consulting Engineer then the Consulting Engineer shall be entitled to additional remuneration for supervision of the period of delay. However, when the delay is contributed to by the Consulting Engineer's failure to exercise his duties under this Agreement, there shall be no entitlement to remuneration for the period of the extension.

Payment for the period of delay shall be as set out in Appendix—B to the Form of Agreement for each working day so delayed.

11.2 CONSULTING ENGINEER

In the case of the Consulting Engineer failing without just cause to provide the Preliminary and Detailed Design Stage Documents together with the Tender Documents by the respective dates as stated in the Form of Agreement the Client reserves the right to penalise the Consulting Engineer by deducting a maximum of 1% of the Consulting Engineers Design Stage Remuneration for each week or part thereof of delay subject to a maximum of 10% of the total Design Stage Remuneration.

12.0 CONSULTING ENGINEER'S FACILITIES AND EQUIPMENT

12.1 FACILITIES REQUIRED DURING THE SUPERVISION PERIOD

The Consulting Engineer shall be provided during the supervision period with a fully maintained air—conditioned site office, with conference facility if necessary, furnished with desks, chairs, plan chests and telephone if practicable together with a field laboratory for testing materials if this is deemed necessary by the Consulting Engineer. The Consulting Engineer shall state in Appendix D to the Form of Agreement his specific needs (if any) and the Consulting Engineer is to include only these items in the Tender Documents for his personal use.

12.2 FACILITIES OUTSIDE CAPITAL AREA, BURAIMI, NIZWA, SOHAR OR SALALAH

In the event, that the project is located outside the Capital Area, Buraimi, Nizwa, Sohar or Salalah and the Client agrees to the Consulting Engineer including staff accommodation in his offer, then the Consulting Engineer shall state those facilities in Appendix D to the Form of Agreement in addition to those items contained in Clause 12.1 hereinbefore. The Consulting Engineer will be either provided with or reimbursed for such items at the direction of the Client. These items and their cost shall be strictly within the limits of, and in accordance with, Government standards and all applicable Regulations or Decisions for accommodation and allowances shall apply.

12.3 COSTS OF ACCOMMODATION AND SERVICES

Without limitation to the generality of Clause 7.7 hereof, the Consulting Engineer shall be responsible for all the costs of the accommodation and transport for his staff and sub—consultants except where allowed for separately under Clause 12.2.

If a telephone is provided the Consulting Engineer shall be responsible for all non—local calls. If a telex is installed all charges, other than installation and quarterly charges, shall be the responsibility of the Consulting Engineer.

12.4 EQUIPMENT AND MATERIALS

Specialized equipment and materials furnished by the Client to the Consulting Engineer or purchased by the Client for the Consulting Engineer with funds wholly supplied or reimbursed by the Client shall be the property of the Client and shall be so marked. The

Consulting Engineer shall be responsible for ensuring that the same remains in good condition.

12.5 DISPOSAL OF EQUIPMENT AND MATERIALS

Upon completion or termination of the Services the Consulting Engineer shall furnish to the Client inventories of the equipment and materials, referred in Clauses 12.1, 12.2 and 12.4 hereof as it then remains and deliver the specialized equipment to the Client and dispose of any unwanted materials as directed by the Client.

12.6 SITE PERSONNEL

With the exception of the provision of maintenance services to the Site Offices the Consulting Engineer shall not include in the Tender Documents any requirement for the Contractor to provide drivers, clerical staff, laboratory staff, field staff, cleaners, cooks, servants etc. All persons so working for the Consulting Engineer shall be under his direct employment.

13.0 COPYRIGHT

The copyright of all documents prepared by the Consulting Engineer in connection with the Agreement rests with the Consulting Engineer unless agreed otherwise with the Client. If any additional or similar works are to be constructed by the Client, then the Client shall have the use of any such documents and specifications, subject to the Consulting Engineer's approval which shall not be unreasonably withheld.

Additional remuneration for such- works shall be subject to agreement between the parties but in any event shall not exceed 20% of the original Design remuneration for such part of the Design so utilised.

In the event of the Consulting Engineer being in default of this Agreement or resigning of his own accord the Client shall not be limited nor require the approval of the Consulting Engineer for the use of the documents.

14.0 OTHER CONSULTANTS

The Consulting Engineer may, at his own expense and with full responsibility, call in the assistance of other Consultants or experts, subject to prior approval of the Client.

The Consulting Engineer shall state in Appendix E to the Form of Agreement the names and addresses of his Sub—Consultants which he intends to utilise together with the specific services which will be provided by these Sub-Consultants.

The Consulting Engineer shall ensure that all liabilities and responsibilities towards the Client as contained in this Agreement shall as appropriate be contained within any Agreement he enters into with any other Consultant relating to the Services required under this Agreement.

The Consulting Engineer shall ensure that no written or implied instructions or agreements shall be given by his Sub—Consultants which modify the contractual obligations of the Client without the written approval of the Consulting Engineer.

15.0 FORCE MAJEURE

15.1 REMUNERATION

If at any time before the completion of the Services under the Agreement any part of the Works shall be damaged or destroyed as a consequence of Force Majeure, as defined in Clause 15.3 hereof, occurring within the Sultanate of Oman beyond the control of the Consulting Engineer and from unforeseen cause, the Consulting Engineer will receive the proportionate remuneration for any additional works which may be required to be designed and/or supervised by him as a result of such damage or destruction.

15.2 CIRCUMSTANCE BEYOND CONTROL

The Consulting Engineer or the client shall promptly notify the other in writing of any situation or event occurring within the Sultanate of Oman arising from any circumstance beyond their control, which is unavoidable and which could not reasonably be foreseen and which makes it impossible for the party to carry out in whole or in part its obligations under the Agreement.

15.3 DEFAULT

Neither party shall be considered in default in the performance of his obligations hereunder as the result of force Majeure, which as implied herein, shall mean Acts of God, was (declared and undeclared), riots, Civil commotions, revolutions, hostilities, strikes, epidemics, accidents, fire, floods, earthquakes, explosions, blockades, nuclear hazards, extreme weather conditions 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 which renders impossible the fulfillment of the Agreement.

15.4 DELAY IN PERFORMANCE

If the performance of any obligations or responsibilities of any party is delayed for more than 60 days, the term of this Agreement shall either be extended for such period or the Agreement may be terminated at the client's choice. In the event that the performance of the Services is prevented in whole or in part due to an occurrence contained in Clause 15.3 hereof, then the Client shall have the option at any time after the commencement of such occurrence to terminate the Agreement by giving written notice to the Consulting Engineer. The payment on termination shall be assessed as the reasonable and actual cost incurred by the Consulting Engineer to demobilize those staff whose services are exclusively related to the Services contained within this Agreement.

15.5 NOTICE OF TERMINATION

If a termination notice is given due to Force Majeure under Clause 15.4 above, the termination shall become effective upon receipt by the Consulting Engineer of the Client's notice to terminate.

16.0 TERMINATION OF THE AGREEMENT

17.0 NOTICE OF INTENT

The Client and the Consulting Engineer shall have the right to terminate this Agreement in whole or in part at any time upon the giving of 90 days prior written notice of intent or such shorter or longer period as may subsequently be agreed between the parties. In the event of a termination and upon the giving or the receipt of such notice the Consulting Engineer shall take immediate steps if requested to do so by the Client to bring the Services to a close and to reduce expenditure to a minimum. Upon the

expiration of the said period of notice , the Consulting Engineer shall stop work ,and terminate all orders relating to the performance of work and deliver to the client all documents relating to their Services. Payment by the client for termination by either party will be made in accordance with Clause 16.4 hereof. Changes in the Scope of Contract after the commencement of the Works shall not vitiate the contract. Unless the Consulting Engineer should terminate this Agreement for due cause, then the Client shall hold the Consulting Engineer liable for all costs and damages due to this termination and the Consulting Engineer shall have no right for compensation provided for in Clause 16.4.

16.2 PREVENTION OF PERFORMANCE

In the event of death or illness the following provisions shall apply;

(a) Should the Consulting Engineer, being an individual person, be prevented from performing the Services stipulated or implied by the Agreement either by death or by illness or any other similar circumstances beyond his control, then the Agreement shall be terminated forthwith without prejudice to the accrued rights of either party against the other.

The Consulting Engineer, or his successors, shall hand over to the client all the Documents in their possession and their servants or agent's possession relating to the Works. Remuneration shall be made after receipt of the Documents and correspond to the progress of the Services under the Agreement less any reasonable extra costs incurred by the Client in the appointment of another Consulting Engineer to complete the Service unless he can prove to the Client that this is not possible.

(b) Should the Consulting Engineer be a partnership or legal entity the Agreement shall not be terminated by the death or retirement of a member of the partnership, or such director of the legal entity, unless so otherwise elected by the Client if he considers such member essential to the performance of the Agreement and in such event the procedure for termination shall be as contained in clause 16.1 above.

16.3 NOTICE OF DISSATISFACTION

The Client shall notify the Consulting engineer, in writing , if he considers that the Consulting Engineer is not satisfactorily discharging his obligations under this Agreement, stating the reasons thereof. In the event that the Consulting Engineer does not respond to such notice and take effective action to rectify such breach of the Agreement within fifteen (15) days, the Client may consider the Agreement to be terminated and inform the Consulting Engineer accordingly. In this event the Consulting Engineer shall be entitled to receive the remuneration due for services contractually performed up to the date of notification of default less the extra costs if any incurred by the Client in the appointment of another Consulting Engineer to complete the Service and less any claim for damages arising out of the default and termination which may be claimed by the Client.

16.4 PAYMENT FOR CANCELLATION

In the event of the whole or any part of the Services being cancelled by either party under Clause 16.1 hereof , the Client shall pay to the Consulting Engineer a compensation to be agreed upon but not in any event to exceed 10% of the fee due for that whole or any part of the Works which have been cancelled over and above the fees

due at the date of cancellation. In this context due consideration shall be taken by the Client of any design not completed within any Provisional Sums contained in the Bills of Quantities and the compensation shall be reduced accordingly.

17.0 LAW OF THE AGREEMENT

The Agreement shall be governed by and construed in accordance with the Laws and Regulations for the time being in force in the Sultanate of Oman.

18.0 SETTLEMENT OF DISPUTES

Any dispute or difference arising out of the contents of this Agreement, including those considered as such by only one of the parties, shall be settled by an Arbitrator appointed by both the parties or failing agreement by a Professional Arbitrator appointed by the Chairman of the Authority for Settlement of Commercial Disputes in the Sultanate of Oman. The Arbitrator's decision shall be final and binding on both parties. The resulting award shall be in lieu of any other remedy.

19.0 DUTIES AND RIGHTS OF THE CONSULTING ENGINEER

19.1 CARE AND DILIGENCE

The Consulting Engineer shall exercise all reasonable skill, care and diligence in the performance of the Services under the Agreement.

The Consulting Engineer is required to work diligently and honestly and use his professional knowledge and skill as a faithful agent of the Client and hold safely and welfare of the public paramount in the performance of his professional duties. He shall act in a manner to afford and enhance the honour, integrity and dignity of his Profession and he shall respect the Laws, Regulations and Customs of the Sultanate of Oman.

19.2 CONFIDENTIALITY

All Documents are to be kept as follows;

- (a) The Consulting Engineer shall treat the details of this Agreement and all Documents prepared hereunder as private and confidential (save in so far as may be necessary for the per performance of his duties hereunder) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Client,*
- (b) All Documents prepared by the Consulting Engineer for the Works or supplied to him by the Client or other Consultants shall be confidential. During construction of the Works the Drawings shall remain in the sole custody of the Consulting Engineer but at least two copies thereof shall be furnished to the Contractor.*

19.3 INFORMATION REQUIREMENTS

This information is to be submitted to the Client at such intervals as are appropriate:

- (a) A copy of the minutes of all meetings either between the Consulting Engineer and the Contractor and (unless require not to do so) between the Consulting Engineer and the Client,*

- (b) *All the Consulting Engineer's Instructions issued to the Contractor,*
- (c) *All written confirmations by the Contractor of the verbal instructions of the Consulting Engineer,*
- (d) *All communications from the Contractor which:*
 - (i) *State or indicate the possibility of an intention to claim additional time or money,*
 - (ii) *relate to security, access of personal to the site area, accidents, safety or personnel, insurances or other matters which may be considered of interest to the Client or may require action by him.*
 - (iii) *Make requests for additional drawings, specification information or design details,*
- (e) *Programmes and Schedules as follows:*
 - (i) *all programmes or schedules of information requirements from the Contractor to the Consulting Engineer and vice versa,*
 - (ii) *all revisions to the Contractor's original construction programme,*
 - (iii) *all interim or stage programmes issued by the Contractor,*
- (f) *Monthly Project Status Reports, which must include statements on:*
 - (i) *receipt or otherwise of all documents, certificates, insurances, bonds etc as required by Clause 21, 22 and 23 of the Standard Conditions of Contract,*
 - (ii) *progress of the Works*
 - (iii) *performance of the Contractor in particular with regard to non-compliance with all such duties and obligations of Contract and the Specifications,*
 - (iv) *Quality of the works*
 - (v) *Supply or delivery problems, and action taken*
 - (vi) *Any material variation to the Contract period or Contract Price with financial details and any reasons which indicate, in the view of the Consulting Engineer, that these are likely to be varied in the future.*
 - (vii) *Financial status report,*
- (g) *The Consultant shall provide on a monthly basis to the Client full details of his staff maintained on the site.*

19.4

INSTRUCTIONS

In the event of the Consulting Engineer giving a decision or instruction under Clauses 14(1) (detailed Programme to be Furnished), 40(1) (Suspension of Work), 41 (Commencement of Works), 42(1) (Possession of Site), 44 (Extension of Time for Completion), 47 (Penalties for Delay), 48(1) (Certificate of Completion of Works), 51, 52 (Alterations, Additions and Omission), 56 (Actual and correct Quantities), 58(1) (Provisional Sums), 62 (Maintenance Certificate) of the Standard Conditions of Contract then the Consulting Engineer shall, prior to notifying the Contractor of the decision or instruction, submit a detailed report and discuss the contents with the Client as required by the Contract and obtain such approval as may be necessary from the Client in accordance with the Contract and or the Laws of Sultanate of Oman and provide such reports as required by the Contract.

19.5 VARIATIONS

The Consulting Engineer should clearly identify any Variation Order as being issued under one of the following categories:

- *Variations which alter, amend or delete items contained in the Contract and which Variation does not alter the Scope of the Works and is not charges against Contingencies and which does not increase the Contract Value,*
- *Variations which increase the Contract Value and the commitment of additional funds subject to Sultanti Decree No.48 of 1976 as amended,*
- *Variations which are charges against Contingencies as per Clause 19.6 hereinafter.*

19.6 CONTINGENCIES

The Consulting Engineer shall have the Client's authority to issue Variation Orders which result in the expenditure of up to a nett value of 50% of the total Contingency Sum contained within the Contract Value, provided that, no one Variation Order exceeds 1% of such authorized allowance.

Any Variation order in excess of such 10% of the said authorized Contingency allowance shall require the written approval of the Client prior to it's issue.

19.7 COMPETITIVE QUOTATIONS

The Consulting Engineer is required to seek competitive quotations for goods or services to be provided by Specialists or Sub-Contractors, for items which are contained within such Provisional Sums in the Contract.

The list of Suppliers or Sub-Contractors shall be approved by the Tender Board and/or the Client/Internal Tender Committee as applicable. The list shall be not less than three companies whenever possible. All replies to tenders shall be delivered to the Client/Internal Tender Committee unopened, who shall then pass such replies to the Consulting Engineer to make recommendations as to the acceptance or otherwise of one or more quotations.

Should only one company be able to provide the goods and services then the Consulting Engineer shall provide a detailed report with a breakdown of the total price showing the reasonableness of the quotation.

19.8 CERTIFICATES OF COMPLETION

When the Consulting Engineer shall determine that a part or all of the Works has been completed and is acceptable for use by the Client then the Consulting Engineer shall give forty-eight (48) hours prior written notice t the Client that such part is substantially completed and is ready for any tests that may be prescribed in the Contract.

Such tests shall be carried out under the supervision of the Consulting Engineer. Upon satisfactory completion of such tests the Consulting Engineer shall execute a Certificate of Completion recommending acceptance by the Client.

The Consulting Engineer shall, prior to the issue of the Certificate of Completion for all of the Works, inform the Government Municipality and any other concerned authorities of

the anticipated completion date and obtain such certificates and approvals as may be necessary to hand over the building to the Client. The Consulting Engineer shall ensure that the Contractor maintains the site and its surround in a clean and hygienic manner until the issue of the certificate of Completion.

19.9 FIELD STAFF

The Consulting Engineer shall appoint field staff for adequate direct field supervision to ensure full compliance by the Contractor with the Contract documents and specifications, including any modification thereof. The qualifications and experience of the field staff should be approved by the Client prior to their appointment. The Consulting Engineer shall carry out supervision during both the Construction Period and the Maintenance Period.

19.10 REPLACEMENT OF APPOINTED STAFF

The consulting Engineer shall not replace the staff initially appointed under this Agreement without first obtaining the prior written approval of the Client. Any request to replace staff shall be accompanied by the curriculum vitae of the proposed new staff and an undertaking that such change of staff shall neither inconvenience the Client nor cause to the Client any delay or extra costs.

19.11 OMANI NATIONALS

The Consulting Engineer shall appoint where available qualified Omani Nationals for the execution of this Agreement.

19.12 ASSIGNMENT

The Consulting Engineer shall not assign or transfer the benefit or obligation of the Agreement or any part thereof without the prior written approval of the Client. However, The Consulting Engineer 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 Consulting Engineer".

19.13 TAXES

The Consulting Engineer 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 future Legislation promulgated after the signing of the Agreement on the above will only be considered on presentation of supporting documents by the Consulting Engineer and verification of the same by the Client.

19.14 VISAS AND PERMITS

The Consulting Engineer shall be responsible for obtaining all visas and permits required in the performance of this Agreement. The Client may assist in obtaining such visas and permits.

19.15 PROJECT REQUIREMENTS

The Consulting Engineer shall make himself aware of and comply with all of the design, construction and maintenance requirements of the relevant Government Departments or Public Authorities, and any revisions required by such Departments or Authorities shall be deemed to be included in the Consulting Engineer's Services.

19.16 PLANNING & BUILDING PERMISSION

The Consulting Engineer shall be responsible for the acquisition of Planning & Building Permission prior to the invitation of Tenders.

19.17 NATIONAL PREFERENCE

The Consulting Engineer shall give preference to such materials and products which are produced in the Sultanate of Oman and where the material or product meets the required standard shall specify same for the Works. The Consulting Engineer shall inform the Client at Detailed Design Stage of the type and amount of such materials and products. The Consulting Engineer shall take all measures to ensure that a minimum of 20% of the Contractors total requirement of materials shall be purchased within the Sultanate of Oman as stated in the Standard Conditions of Contract Clause 36(1) (a).

19.18 SPECIFIED BRANDS OF MATERIALS OR PRODUCTS

The Consulting Engineer shall not specify a single specific brand of material or product. Where it is necessary to specify a brand of material or product he shall specify at least three brands of equal and acceptable quality unless he can prove to the Client that this is not possible.

20.0 DUTIES AND RIGHTS OF THE CLIENT

20.1 INFORMATION TO CONSULTING ENGINEER

The Client shall furnish all pertinent data and information available to him and shall give such assistant as shall reasonably be required by the Consulting Engineer for the carrying out of his duties and obligations under this Agreement.

20.2 DECISIONS

The Client shall give his decision on all sketches, drawings, reports, recommendations, tender documents and other matters properly referred to him by the Consulting Engineer in writing and in such reasonable time so as not to delay the performance by the Consulting Engineer of his Services under this Agreement.

20.3 INCOMPATIBILITY OF AGREEMENT

The Client shall safeguard the Consulting Engineer against the consequences of any incompatibility between the provision 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 legal provisions had been accepted in writing by the Consulting Engineer.

20.4 REPATRIATION OF STAFF

Should the Client request, the Consulting Engineer shall arrange to suspend the employment of, or repatriate, any of the staff employed by the Consulting Engineer under the provisions of this Agreement, if in the opinion of the Client 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 Consulting Engineer.

20.5 REPLACEMENT OF STAFF

In the event of a suspension or repatriation in accordance with Clause 20.4 then the Consulting Engineer shall forthwith arrange a replacement person of suitable experience and such person shall be approved by the Client prior to the replacement.

20.6 CLIENT'S APPROVAL

The Client's specific approval in writing is required prior to the following;

- (a) All orders which increase the Contract Price and if applicable require ratification under Sultani Decree No.48 of 1976 as amended and as defined in Clause 2(1) of the Standard Conditions of Contract.*
- (b) The expenditure of all monies contained within Provisional Sums including Contingencies as defined in Clause 58 (1) of the Standard Conditions of Contract, subject to Clause 19.6 (Contingencies hereof) hereof.*
- (c) Assignment or subletting by the Contractor of any part of the Works.*
- (d) Any direct instructions by the Consulting Engineer imposing upon the Contractor or modifying the accepted method included at Tender Stage.*
- (e) Changes from the Tender Documents relating to materials and finishes of functional and /or aesthetic significance.*

21.0 SCOPE OF LIABILITY OF THE CONSULTING ENGINEER

21.1 ERRORS AND OMISSIONS

The Consulting Engineer is liable for all the Consequences of negligent acts, errors and omissions on his part or on the part of his employees, sub-consultants, agents or assignees.

21.2 DESIGN EFFECTS

The Consulting Engineer is responsible for the Design defects, and all the consequences thereof, of the Works designed by him.

The Consulting Engineer has no liability for any part of the Works not designed by him or under his responsibility unless the Consulting Engineer has taken decisions or made directives on the services of others connected with the works, and by so doing accepts responsibility for those services.

21.3 SUPERVISION DEFECTS

The Consulting Engineer in Supervising the Works shall be responsible for all defects, damage, loss or omission so caused to the works which may be attributed to his negligent supervision or his failure to issue such necessary instructions, e.g. Engineers , Instructions, Certificates of payment etc., in due time.

21.4 VIOLATION OF RIGHTS OF THIRD PARTIES

The Consulting Engineer is responsible for any violation of the rights of third parties unless he has not been given correct information concerning these provisions or rights or that he has brought to he notice of the Client such liability beforehand.

21.5 INSURANCE COVER

The Consulting Engineer shall provide to the Client a Certificate of insurance relating to Professional Indemnity to cover his Liability as defined hereinbefore in the minimum amount as contained in Appendix B to the Form of Agreement. Such Certificate shall be

issued in accordance with the Laws of the Sultanate of Oman. The provision of such certificate shall not lessen or reduce the liability of the Consulting Engineer as contained in Clauses 21.0 and 22.0 hereof.

22.0 DURATION OF LIABILITY

The liability of the Consulting Engineer shall continue for a period of two years from the date of the Maintenance Certificate for the relevant part of the Works. However, in the case of defects in the Design adversely affecting either the structure or the safety of the building the liability of the Consulting Engineer shall continue for a period of ten years from the date of issue of the Maintenance Certificate for the works.

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OUTLINE PLAN OF WORK

APPENDIX A

STAGE	PURPOSE OF WORK AND DECISIONS TO BE REACHED	TASKS TO BE DONE	PEOPLE DIRECTLY INVOLVED	USUAL TERMINOLOGY
A. INCEPTION	To prepare general outline of Requirements and plan future action.	Set up client organization for briefings consider requirements. Carry out preliminary studies of user requirements, site conditions, planning design and cost act as necessary to proceed. Determine "Budget Sum". Appoint Consultants.	Client /Users/Project Director	Briefing
B. FEASIBILITY	To provide the Client /Users with an appraisal and recommendation in order that he may determine the form in which the project is to proceed, ensuring that it is feasible, functionally, technically and financially.	Carry out further studies of user requirements, site conditions, planning, design and cost, etc., as necessary.	Client /User /project Director, Consulting Engineer, Quantity Surveyor.	
C. PRELIMINARY DESIGN				
(i) Outline Proposals	To determine general approach to layout, design and construction in order to obtain authoritative approval of the Client on the outline proposals and accompanying report.	Final development of the brief, preliminary design of the project by the Consulting Engineer, preparation of cost plan and full explanatory report. Submission of proposals of all approvals.	Client /User /project Director, Consulting Engineer, Quantity Surveyor.	Sketch Plans
(ii) Scheme Design	To complete the brief and decide on particular proposals, including planning arrangement appearance, constructional method, outline specification, and cost, and to obtain all approvals.		Client /User /project Director, Consulting Engineer, Quantity Surveyor, Statutory and other Local Authority Approvals	
D. DETAILED DESIGN	To obtain final decision on every matter related to design, specification, construction and cost.	Full design of every part and component of the building by collaboration of all concerned. Complete cost checking of designs.	Client /User /project Director, Consulting Engineer, Quantity Surveyor.	Working Drawings.
Any further change in location, size, shape or cost after this time will result in abortive work.				
E. PRODUCTION INFORMATION	To prepare production information and make final detailed decisions to carry out work.	Preparation of final production information i.e. drawings, schedules and specifications.	Client /User /project Director, Consulting Engineer, Quantity Surveyor.	
F. BILLS OF QUANTITIES	To prepare and complete all information and arrangements for obtaining tender.	Preparation of Bills of Quantities and tender documents.	Client /User /project Director, Consulting Engineer, Quantity Surveyor.	
G. TENDER ACTION	Action as required by Sultani Decree No. 86/84 as amended and / or as instructed in writing by the Client.	Review of Tenders and preparation of recommendations.	Client /User /project Director, Consulting Engineer, Quantity Surveyor.	
H. PROJECT PLANNING	To enable the Contract to finalize to Client for acceptance of the programme of work in accordance with the Contract Conditions.	Review and approve where acceptable such detailed proposals as to the programme of Works as proposed by the Contractor and monitor same throughout the period of Contract.	Client /User /project Director, Consulting Engineer, Quantity Surveyor.	Site Operations

J. OPERATIONS ON SITE	<i>To follow plans through to practical completion of the building.</i>	<i>Monitor and supervise works to ensure works are constructed in accordance with Contract, and the drawings and specifications within the value as stated in the Letter of Acceptance subject only to such Engineers Instructions issued in accordance with this Agreement.</i>	<i>Client /User /project Director, Consulting Engineer, Quantity Surveyor.</i>
K. COMPLETION	<i>To hand over the building to the Client for occupation, remedy and defects, settle the final account, and complete all work in accordance with Contract.</i>	<i>Take all necessary steps to receive works on behalf of the Client and ensure such Contractor's outstanding liabilities and responsibilities are maintained on behalf of the Client until the issue of the Maintenance Certificate in accordance with Contract.</i>	<i>Client /User /project Director, Consulting Engineer, Quantity Surveyor.</i>

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FORM OF ADVANCE PAYMENT BOND

Ministry of Finance and Economy
PO Box 506
Muscat
Sultanate of Oman

ADVANCE PAYMENT BOND NO. _____

Whereas

_____ (hereinafter called the Consulting Engineer) has been awarded a Contract dated

Day of _____ year _____ for the design and supervision of

_____ In the value of RO. _____ (Rial Omani)

And in consideration of your making an advance payment to the Consulting Engineer being ten percent of the Design Fees then by this bond, we

_____ Whose address is _____

Guarantee to pay you a sum not exceeding RO. _____ on your first written demand without reference to or contestation on behalf of the Consulting Engineer.

It is understood that our liability towards you will be progressively reduced by the amount repaid to you by the Consulting Engineer as contained in the payments against the said advance payment.

This bond will be effective from _____ day of _____ year _____ and shall be

valid until _____ day of _____ year _____, or until the amount of the advance payment is fully recovered, whichever is later.

This bond should be returned to us upon its expiry or upon fulfillment of our undertaking whichever is the earlier.

AUTHORISED SIGNATORIES

[TO BE ISSUED BY A LOCALLY REGISTERED BANK]

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