



## **Request for Proposals (245/2021)**

### **Technical Performance Review against Oman Electricity Transmission Company Price control 5**

**12 August 2021**



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## 1. INTRODUCTION

The Authority for Public Services Regulation ("the Authority") wishes to retain an experienced and well-qualified Consultant to conduct a Price Control Audit of the Oman Electricity Transmission Company (OETC).

The price control 5 implemented on 1 January 2019 provided OETC with significant resources to support major capital expenditures over the following 4 years. The primary objective of the audit is to test whether existing price control resources (and in particular capital expenditure) are being deployed efficiently and used only for the purposes for which they are intended.

### 1.1 Background

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

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

In Salalah, prior to 1st January 2014, electricity was supplied by the Dhofar Power Company, which operated a vertically integrated electricity concession. The Salalah Concession Agreement was terminated on 1st January 2014, when the Salalah Power System was functionally separated into Generation, Transmission, Distribution and Supply businesses, with the Transmission business in Salalah being transferred to OETC.

More information about the licensee is provided in the Authority's annual reports, which are available on the Authority's website, <http://www.apsr.om>.

Other regulatory documentation available for download includes the Sector Law (English translation), all licences granted by the Authority and Oman Industry Codes (Grid Code and Distribution Code).



## 1.2 Price Controls

OETC operates under a RPI-X type price control. During the course of 2018, the Authority conducted a price control 4 Audit for OETC and set in place a new four-years price control, effective from 1 January 2019. The Authority will conduct a further price control 5 Audit in 2021/2022 to establish a new price control (PC6) that will have effect from 1 January 2023. The audit included in this assignment will inform the setting of the new price control (PC6).

The Authority introduced a performance improvement incentive mechanism in OETC's price control period 3 & 4 to improve the spinning reserve management. The mechanism was revised in PC5 to address new challenges in maintaining an appropriate level of spinning reserve to allow OETC more flexibility to manage the spinning reserve. However, OETC are facing challenges in implementing the prevailing revised mechanism which needs to be assessed and modified to ensure its appropriateness against the objectives.

Details of approved capital expenditure plans and operating costs of the licensee will be provided to the Consultant retained for the assignment.

## 1.3 Requirements for Assignments

The Authority wishes to appoint an experienced and well-qualified Consultant for the assignment. The Consultant will have experience of auditing and reviewing utility capital and operating cost expenditures and internal process of implementation (for example pre-investment appraisals, procurement process, internal and external tendering procedures and the efficiency of project implementation). The Consultant shall propose a clear methodology to ensure a detailed and rigorous audit of the issues set out in the Scope of Work in Section 2 of this document.

Consultants shall demonstrate to the satisfaction of the Authority that they have no commercial relationship with OETC 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 assignment with OETC then this 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 clearly state the working procedures enforced by the company in relation to potential conflict of interest situations. This should be signed by an officer of the company.

The Consultant will need to clearly state that the team members proposed for this assignment are those that will be deployed by the appointed Consultant.



The proposals will be evaluated technically against basic marking scheme as presented in [Annex A](#). Experience and qualifications of team members proposed by the Consultant will be afforded significant weight in the evaluation and selection criteria. Any Consultant or team members that do not have the necessary experience will not be considered for the assignment.

The weighting between the technical and commercial evaluation is split between 80% and 20% respectively. The Authority will not be obliged to accept the lowest cost bid but will appoint the Consultant that offers the best value for money in terms of relevant experience, support to the Authority and cost.



## 2. SCOPE OF WORK

The Consultant shall conduct comprehensive price control audit of OETC as follows:

### *A. Cost Evaluation*

- i. Review unit cost data used by OETC 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;
- ii. Undertake an assessment of the OETC procurement process to identify if it is sufficient to drive efficiency in unit costs.
- iii. Provide, where possible, a comparison of project specific costs approved in the pre investment appraisal documentation and outturn costs of procured projects; and
- iv. Evaluation of outturn expenditure by OETC against forecast expenditure, and to estimate the likely expenditure to have been completed by 31 December 2022.

### *B. Project Development*

- i. Confirm the completion of pre investment appraisal documentation for all investments during the present price control. It is not the role of the auditor to review all appraisals developed by OETC, rather to identify projects that have not had pre-investment appraisals fully signed off by OETC;
- ii. Confirm, for 5 completed investments the satisfactory completion of appraisal documentation (including project closure appraisal documentation). The Consultant is required to:
  - a) Confirm that a project-closure appraisal has been completed;
  - b) Confirm that all project delivery documentation is available for review, and that it has been properly completed;
  - c) Confirm that the financial outturn section of the project close appraisal has been properly completed; and
  - d) In the event that project-closure documentation was not completed in accordance with the methodology required by the Authority, determine the level of RAV that should be attributed to the project based on the actual outturn capex compared to the approved capex.
- iii. Confirm that in implementing the investments listed above the company complied with the requirement of their licence, specifically with respect to compliance with the Transmission System



Security Standards, the Economic Purchase obligation, and its requirement to cooperate with other licensees; and

- iv. In the event that any element of the project planning or implementation was considered inadequate, provide an initial quantification of the likely impact on the efficiency of the company capital expenditure and on-going operational expenditure. Where the Authority requires the Consultant to provide greater detail on the impact of any deficiency then this will be discussed during the assignment.

### ***C. Operation & Maintenance contracts***

Include detailed scrutiny of OETC operation and maintenance contracts. This will include an assessment of the robustness of such contracts and the ability of OETC to gain operational efficiency and benefits through them. The assessment will seek;

- i. How asset management is being employed by OETC to ensure operational and maintenance efficiency;
- ii. Undertake efficiency analysis related to direct costs such as spares & consumables, transmission lines repairs and other direct costs;
- iii. Identify any shortfalls and required remedies in substation maintenance contracts and the performance of contractors, and where possible indicate further improvements that would reasonably be possible.

### ***D. Non Load related investments***

- i. A review of how non-load related investments are managed by OETC, specifically considering the extent to which safety, security and continuity of supply risks are used to inform investment plans;
- ii. A review of non-load related investment management should include the extent to which a range of risk mitigation options are considered;
- iii. For each works proposed, be it Capex or Opex, an assessment of how effectively the Licensee sets specific and measurable objectives (such as timeframes, the resources to use, their costs, and the work quality to be performed) to ensure effective asset risk management, and then what follow-up action is taken to drive business improvements.



#### ***E. Use of Consultants***

- i. Review the use of external engineering consultants since 2019. This review should consider what types of services have been provided, how OETC managed the services provided by the consultant, the extent to which OETC sought to gain benefit from the consultancy support, and how the costs and benefits of the consultancy are evaluated by OETC;
- ii. 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 (PC6).

#### ***F. Training***

Review technical training provided to staff in OETC since 2019. This review should consider how training needs are identified, what training has been provided at what cost and to whom, how and where the training was delivered, and the extent to which the effectiveness of the training has been evaluated by the business.

#### ***G. Review of Common Assets investments<sup>1</sup>***

A detailed review of how Common Assets investments are managed and quantified considering the extent to which efficiency and continuity of OETC business are used to inform investment plans. A review of common asset investments should include an assessment of the validity of the assumptions (Cost/Benefits Analysis) to support the business cases and inform if RAB reduction is required for non-efficient investments.

#### ***H. Dispatch activities***

- A review of the progress made on implementing unit commitment software against their plans, including an assessment of the reasons for any delays and identification of any credible barriers to the process of implementing the unit commitment. This review should include an evaluation of the steps taken to ensure that the benefits used to justify the investment will be realized fully including the utilization of the software for the spot market application.

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<sup>1</sup>Common Assets are costs related to investments that are considered to provide a common service to aid the operation of the business. Examples of common assets include buildings, IT infrastructure, vehicles and office equipment





- To critically assess the existing Dispatch Incentive Mechanism and the operational challenges faced by OETC in achieving the objectives set out when the Mechanism was introduced. The assessment would provide recommendations to inform any possible amendments/changes or complete modifications to the Mechanism. This is not intended to be a full dispatch audit<sup>2</sup> but rather a focused review of the existing Dispatch Incentive Mechanism as described above.
- Spot Market readiness: a review of the efficiency of the expenditure undertaken for the new Spot Market project which include expenditure on the IT systems and how ready is OETC to undertake its duties as per the Market Rules.

The overriding objective of the audit will be to confirm price control 5 resources are being used in an efficient manner and for the purpose for which they are intended.

The Authority shall appoint Economic/Financial consultants to undertake reviews of costs, revenues and other price control variables such as estimates of cost of capital, capital structure and so on. Consequently, such elements of price control reviews do not form part of this Request for Proposals, but the Consultant retained for this assignment will be required to coordinate with the economic/financial consultant, in so far as is necessary.

## 2.1 Deliverables

The assignment calls for the following deliverables:

- 1) A clear and comprehensive audit methodology (draft to be presented to and approved by the Authority prior to commencement of the audit);
- 2) Collection and collation of data (including preparation of information requests and notes of meeting) in order to have an auditable trail of information used to complete the works described in this Request for Proposals;
- 3) Structured reports presenting the findings, conclusions and recommendations on each aspect of the works defined by tasks A to H, in the Scope of Work. The reports should be structured so that the Authority can, if required, extract the findings for each company to prepare separate reports;

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<sup>2</sup> The Authority was conducted a Scheduling and Dispatch Audit in 2019 and the Audit report will be provided to the Consultant retained for the assignment.



- 4) A separate executive summary report that summaries the main audit conclusions and recommendations on each aspect of the audit and;

All deliverables may be presented in softcopy form only.

## 2.2 Timetable

The Consultant shall commence the assignment within fourteen days of being notified of the contract award. The Authority expects to start the project in **November 2021** as presented in [Annex D](#).

The Consultant will have a teleconference kick off meeting with the Authority prior to visiting Oman. The Consultant will provide the Authority with a briefing on the initial findings as soon as possible following the site visits.

The assignment shall be completed within sixty working days from the date of appointment. Any timetable extension would require the prior written consent of the Authority.

Additional technical support might be required on an ad-hoc basis until the price controls are completed in October 2022. Extensions agreed with the Authority would be based on the daily fees outlined in the Consultant's proposal.

## 2.3 Information to be provided by the Authority

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

- 1) Copy of the Sector Law;
- 2) Copies of the relevant licenses;
- 3) Assistance where deemed necessary with engagement with the Licensee; and
- 4) Price controls.

The Authority will issue an initial data request to OETC, the response to which will be made available to the Consultant at the commencement of the project. As part of their proposal Consultants are invited to review the data request, which is included as [Annex E](#) to this RFP, and to identify any additional data they would expect to need to commence the assignment.



Throughout the assignment the Consultant will be expected to work closely with the Authority's team, and any works required outside Muscat will be done with support and transportation provided by the Authority.

The Authority will provide all reasonable guidance and clarification as requested by the Consultant in relation to audit activities.

The Consultant will be expected to familiarise itself with the Sector Law, relevant licenses and all related documents before meeting with OETC. The Authority will provide additional data (such as demand forecasts and company capex programmes) required for the assignment following appointment of the Consultant.



### 3. CONTRACT TERMS AND CONDITIONS

The Authority's standard Terms and Conditions are enclosed as [Annex G](#).



#### 4. 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 **22 September 2021** by email to:

The technical proposal should be sent to: [Tender.Technical@apsr.om](mailto:Tender.Technical@apsr.om)

The commercial proposal should be sent to: [Tender.Commercial@apsr.om](mailto: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: [muna.alshafei@apsr.om](mailto:muna.alshafei@apsr.om)

The 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) The technical proposal shall not include any reference to commercial aspects. For instance, the details of the team members shall be summarize as Table 1. 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

- 6) 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)

- 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.
- 9) Identification of any additional immediate data requirements in addition to those presented in [Annex E](#).



**Bidders shall check the completeness of their bids submission by completing the form in [Annex F](#).  
Any Proposal missing the required information in [Annex F](#) will be considered incomplete.**



## ANNEX A: TECHNICAL EVALUATION

### Technical Performance Review against Oman Electricity Transmission Company Price control 5

No	Technical Criteria	Max Score
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General Comments		
1	Comments on Scope of Work/ Project appreciation	5
2	Quality of proposed deliverables	5
3	Acceptance of the Authority's Contract Terms & Conditions	5

Approach, Methodology and Appropriateness of man-days allocated		
4	Clear description of steps to be taken considering all parts in the scope of work	15
	Amount of time allocated to site visits	5
	Recognition of safety issues during visits	5
5	Reasonable Timelines	5
6	Man-days reflect consistency with time line for the assignment	5
7	Man-days allocated appropriate for methodology	5

Project Team Organization & Experience		
8	Project Manager contribution & Experience in price controls	15
9	Team experience should cover all aspects of the scope of work	25
10	Consultant's knowledge and Experience of the power sector in Oman and price control reviews	5
<b>Maximum Bidder Score:</b>		<b>100</b>





## ANNEX B: FORM OF BID

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 sixty (60) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

[Name of Bidder] will be able to undertake the work and complete project within the timeframe articulated in section 2.2 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 \_\_\_\_\_ 2021.

Capacity in which signing: \_\_\_\_\_

هيئة تنظيم الخدمات العامة  
Authority for Public Services Regulation



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 Performance against Oman Electricity Transmission Company Price control 5 – RfP 245/2021**).

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

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Date



#### ANNEX D: SCHEDULE OF THE PROJECT

Activity	Date
Release of RFP	12/08/2021
Deadline for Submission of RFP Questions	09/09/2021
Deadline for Proposals Submission	22/09/2021
Announcement of Winning Vendor	26/10/2021
Commencement of Works	09/11/2021



## ANNEX E: INITIAL DATA REQUEST FROM OETC

- 1) Unit cost information for main asset categories that is presently being used by OETC in planning its capital expenditure;
- 2) Forecast capital expenditure for the price control period and actual expenditure to date, by category of expenditure
- 3) Project status reports for all live projects;
- 4) Copies of the final approved Pre-Investment Appraisal Document, and Interim Appraisal Documents, and all relevant Project Closure Appraisal Documents;
- 5) A list of engineering consultancy assignments awarded since 1 January 2019
- 6) Current procurement policies (for example, procedures/manuals, governance and compliance guidance)
- 7) Copies of all current OETC contracts for operation and maintenance services; and
- 8) Forecast direct costs (operation and maintenance costs) for the price control period and actual expenditure to date, by category of expenditure;
- 9) Details of common asset investments made during the current price control period and supporting business cases, where not supported by PIADs;
- 10) Details of all training provided to licensee staff since 1 January 2019, detailing the grade of staff trained, the date, location and cost of the training, and what the training was on, training evaluation method, Training strategy/policy document and any supporting processes/procedures.

## ANNEX F: COMPLETENESS FORM

General Completeness Form			
No	Category	Yes	No
1	<b>Submission of Proposal:</b>		
	1.1 Submitted by 22 September 2021	<input type="checkbox"/>	<b>X</b>
2	<b>Description of methodology provided for each part of assignment:</b>		
	A. Cost Evaluation		
	B. Review of Project Development		
	C. Operation & Maintenance contracts		
	D. Review of Non Load related investments		
	E. Use of Consultants		
	F. Training		
	G. Review of Common Assets investments		
	H. Review of Dispatch activities		
3	<b>Deliverables for the Audit to be undertaken:</b>		
	3.1 A clear and comprehensive audit methodology (draft to be presented to and approved by the Authority prior to commencement of the audit);		
	3.2 A collection and collation of data (including preparation of information requests and notes of meeting) in order to have an auditable trail of information used to complete the works described in this Request for Proposals		
	3.3 Structured reports presenting the findings, conclusions and recommendations on each aspect of the works defined by tasks A to H, in the Scope of Work. The reports should be structured so that the Authority can, if required, extract the findings for each company to prepare separate reports;		
	3.4 A separate executive summary report that summaries the main audit conclusions and recommendations on each aspect of the audit; and		
4	<b>Timescales:</b>		
	4.1 Consultant will commence assignment within 14 days of award		
	4.2 Assignment will be completed within timeline articulated in the RfP		
	4.3 Project Time schedule includes all parts in section 2		



General Completeness Form			
No	Category	Yes	No
<b>Details of Consultant's Experience:</b>			
5	5.1 Experience of similar assignments by the bidder;		
	5.2 Contact details of previous & existing clients.		
<b>Details of Project Team:</b>			
6	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		
<b>Total cost of assignment:</b>			
7	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	<b>Bid letter is provided as in Annex B to RfP</b>		
10	<b>The Consultant Health and Safety policy and procedures</b>		
11	<b>Declaration of no potential conflict of interest</b>		



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**ANNEX G: CONTRACT TERMS AND CONDITIONS**

**Authority for Public Services Regulation**

**AND**

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**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. (245/2021) 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. (245/2021) 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



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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.



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## **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



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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 income tax, customs or import duties, and all other levies that are enforced within the Sultanate of Oman. 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



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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 consequences of negligent acts, 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. Nevertheless, 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**



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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: \_\_\_\_\_



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**Appendix A**

**Consultancy Services**

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





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## Appendix B

### Time Schedule

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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		



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## Appendix C

### Remuneration

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#### *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 actuals but will not exceed RO 90/- per night. In addition, a per-day living allowance capped at RO 25/- will be paid, which should cover all meals and other miscellaneous expenses.

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.



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## Appendix D

### Project Team

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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