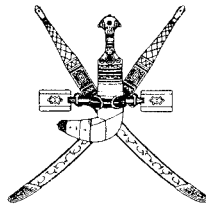


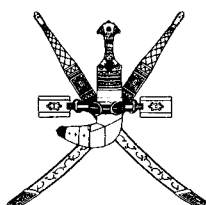
SULTANATE OF OMAN



STANDARD FORM OF AGREEMENT
AND
CONDITIONS OF ENGAGEMENT
FOR
QUANTITY SURVEYING 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 _____ 19 _____

between the Government of the Sultanate of Oman, represented by _____

_____ (hereinafter called "the Client") of the one part and _____

_____ (hereinafter called "the Quantity Surveyor") whose Registered Office is

_____ of the other part.

WHEREAS the Client is desirous that Quantity Surveying Services be rendered in accordance with the conditions of Agreement as contained herein and the Quantity Surveyor 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

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

- 1.0 In this Agreement the words and expressions shall have the same meanings as are respectively assigned to them in the Standard Conditions 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 Quantity Surveyor as hereinafter mentioned, the Quantity Surveyor 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 Quantity Surveyor 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 Quantity Surveyor 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 QUANTITY SURVEYOR

 WITNESS

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

 THE DEPUTY CHAIRMAN
 FINANCIAL AFFAIRS COUNCIL

 UNDERSECRETARY
 FOR FINANCIAL AFFAIRS

**APPENDIX A
TO
FORM OF AGREEMENT**

CONSTITUTION OF PRACTICE AND/OR COMPANY

The Quantity Surveyor 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 Certificate of the Practice/Company at the Commercial Registration Department of the Ministry of Commerce and Industry.
2. The Licence approved and issued by the Department for Professional and Trade Authorisations 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 authorised 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 Vitae.
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 Quantity Surveyor's Services as contained in this Agreement and as required by Clauses 22.0 and 23.0 of these Standard Conditions.
8. The name of the Person or Company if any who is the Agent of the Quantity Surveyor in the Sultanate of Oman together with the certificate evidencing the Agency.
9. List of current projects with approximate construction value for which the Quantity Surveyor is at present providing services to Government organisations and the private sector together with 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 STAGE SERVICES	3.5	_____ months
2. LANGUAGES FOR CORRESPONDENCE	4.1	Arabic and/or English*
3. SETS OF TENDER DOCUMENTS	5.1(b)	_____ sets
4. TIME SCHEDULE:	7.0	
- for Preliminary Design Cost Estimate Stage**		_____ weeks from receipt of all Preliminary Design Drawings.
- for Detailed Design Cost Estimate Stage**		_____ weeks from receipt of all Detailed Design Drawings and Specification
- for presentation of complete sets of Tender Documents and Tender Cost Estimate**		_____ weeks from receipt of a complete set of Tender Drawings and Specification
5. DESIGN STAGE REMUNERATION	8.1(a)	_____ % of the Budget Sum or Accepted Tender Sum whichever is the lesser*
	(b)	RO _____ (Rials Omani _____) _____) being a fixed lumpsum amount*

* delete as inapplicable.

** the Quantity Surveyor must coordinate with the Consulting Engineer to ensure an overlap in the Design/Quantity Surveying function.

NOTE: The Quantity Surveyor shall also allow for providing not more than 5 copies of such Reports, Cost Estimates, Certificates, Financial Statements as may be required by Clause 5.0 and 20.0 of the Conditions of Engagement. The Client will define the exact number during the progress of the Agreement.

6.	SUPERVISION STAGE REMUNERATION	8.2(a)	_____ % 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**
7.	MODIFIED DESIGN STAGE REMUNERATION	8.4	_____ % of Design Stage Remuneration
8.	DELAY IN COMPLETION CONTRACTOR/CLIENT	12.1	RO. _____ (Rials Omani _____) for each working day delayed.
9.	AMOUNT OF INSURANCE COVERAGE	22.3	_____ % of the Budget Sum #

* delete as inapplicable.

** Quantity Surveyor shall provide a detailed breakdown showing the numbers and type 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 two and one half per cent of the Budget Sum.

APPENDIX C
TO
FORM OF AGREEMENT

PROFESSIONAL SERVICES

Manager/Partner	_____	ph/pd/pm*
Senior Quantity Surveyor	_____	ph/pd/pm*
Qualified Quantity Surveyor	_____	ph/pd/pm*
Assistant	_____	ph/pd/pm*
_____	*	_____ ph/pd/pm*
_____	_____	ph/pd/pm*

NOTE: The above rates are to be fully inclusive of all overheads, costs and profit, and all things whatsoever necessary for the provision of the Services required under Clauses 8.4(b) and 8.5 of the Agreement.

* delete where inapplicable

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 to carry out the Design and Supervision of the project/s under a separate Agreement.
- (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.

STANDARD CONDITIONS

- (h) "Design Stage" means all services rendered by the Quantity Surveyor for Stages B to G as detailed in Appendix A to the Standard Conditions - Outline Plan of Work.
- (i) "Document" includes the Standard Conditions of Contract, Specification, reports, plans, drawings, Bill of Quantities photographs, Letter of Acceptance, agreements with Contractors, Sub-Contractors nominated or otherwise for the Works and all correspondence received from any party concerning the Works.
- (j) "Letter of Acceptance" "Letter of Acceptance" means the letter from the Client to the Consultant notifying the Consultant of the acceptance, in principle, of his final offer, the commitment of which shall be subject to Sultani Decree No.48 of 1976 as amended.
- (k) "Lump Sum" means the fixed amount of remuneration agreed between the Quantity Surveyor 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) "Quantity Surveyor" means the Quantity Surveyor, Partnership of Quantity Surveyors or legal entity of Quantity Surveyors engaged by the Client to perform the Services.
- (o) "Services" means the professional services which the Client has engaged the Quantity Surveyor to provide and which are defined in Clause 5, Scope of Services.

STANDARD CONDITIONS

- (p) "Supervision Stage" means all services rendered by the Quantity Surveyor for Stages H to K as detailed in Appendix A to the Standard Conditions - Outline Plan of Work.
- (q) "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 Quantity Surveyor to perform the Services as defined in Clause 5.0 herein.

2.0 **APPOINTMENT OF QUANTITY SURVEYOR**

Whilst by this Agreement the Client appoints the Quantity Surveyor direct and any responsibility or liability under this Agreement is limited one to each other it is understood that the Quantity Surveyor will be appointed by the Consulting Engineer to act as Engineer's Representative with regard to the Contractor and that such appointment shall be made in accordance with Clause 2(2) of the Contract in order for the Quantity Surveyor to perform such Services as are contained within this Agreement.

3.0 **GENERAL PROVISIONS**

3.1 **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.

3.2 **HEADINGS**

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

3.3 **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 23.0 hereof.

3.4 **PERIOD FOR DESIGN STAGE SERVICES**

The Preliminary and Detailed Design Cost Estimate Stage and preparation of Tender Documents and Tender Cost Estimate shall commence and be completed in accordance with the information contained in Clause 7.0 and as stated in Appendix B to the Form of Agreement.

3.5 **PERIOD FOR SUPERVISION STAGE 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 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.

3.6 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.

4.0 LANGUAGES AND CODES

4.1 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.

4.2 CODES

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

5.0 SCOPE OF SERVICES

5.1 QUANTITY SURVEYING SERVICES

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
- G Tender Action
- H Project Planning
- J Operations on Site
- K Completion

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

(a) Preparation of Preliminary Design, Detailed Design and tender Cost Estimates, cost planning, advice on tendering procedures and Contract arrangements.

(b) Preparation of Bills of Quantities and all other necessary Tender Documents for the Contract and/or specialist sub-contracts; reviewing Tender Documents when received and checking on such arithmetical and other errors and anomalies contained therein and reporting same to the Client, or pricing and negotiating Tender Documents with a selected contractor and/or specialist sub-contractor. The number of such sets of Bills of Quantities to be submitted to the Client shall be as stated in Appendix B to the Form of Agreement:

i) METHOD OF MEASUREMENT

The Bills of Quantities are deemed unless stated otherwise to have been measured for:

- BUILDING WORKS - In accordance with Principles of Measurement [International] for works of construction dated June 1979 as amended published by the Royal Institute of Chartered Surveyors London England.
- CIVIL ENGINEERING WORKS - In accordance with the Civil Engineering Standard Method of Measurement 1976 as amended published by the Institution of Civil Engineers London England.

ii) SUFFICIENCY OF TENDER

The Quantity Surveyor is required to ensure that all matters relating to the execution of the Works on site are clearly set out in the Tender Documents and to include in the Tender Documents a requirement that the Contractor has examined the Drawings and the Specifications and has satisfied himself as to all matters affecting the execution of the Works on site and has included for same in his Tender excluding only such errors in the Drawings, Specification and in the Measurement of the Quantities which may subsequently become apparent during the progress of the Works and as may be dealt with under Clause 56 of the Contract.

(c) Advising the Client in conjunction with other Consultants where appointed by the Client as to the acceptance of the most suitable Tender taking into consideration prices, estimates etc; for the carrying out of the Works provided that no order be placed or commitment made except by the Client and in accordance with Sultani Decree NO.48 of 1976 as amended if so applicable.

(d) Preparing in conjunction with other Consultants where appointed by the Client 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 the Contractor and in this context attending such meetings as and when so requested by the Client and to providing such additional information and explanation as may be necessary and as requested by the Client or the Tender Board.

(e) Advising the Client on the estimated cost implications of such modifications that may be issued by the Consulting Engineer as variations under the Contract.

(f) Valuing such Variations as issued by the Consulting Engineer in accordance with Clause 52(1) and (2) of the Standard Conditions of Contract.

(g) Preparing recommendations to the Client for payment under interim certificates for the account of the Contractor, preparing monthly assessments of the anticipated final account value of the Works and reporting thereon in Financial Status Reports.

The Financial Status Report shall state, the Contractor's Contract Price, the actual expenditure, the work done, any additional amounts spent on any variation or additional works together with a list of existing claims and potential claims which could arise under the Contract with estimates thereto and any other information required by the Client as to the overall performance of the Contractor. The Quantity Surveyor shall inform the Client if he has reason to believe that the total authorised expenditure or contract period are likely to be materially varied and shall provide to the Client copies of all correspondence which relate to the above matter.

The Quantity Surveyor, in preparing interim certificates of payment shall provide, as supporting information to the valuation:

- (i) a detailed breakdown of payments required against items contained in Preliminaries,
- (ii) a schedule defining the percentage value of costs incurred to date against each element or section of the Works,
- (iii) a detailed list of all items where the Quantities for payment are in excess of the Quantities as contained in the Tender Documents. Specific reference should be made to excess quantities when Clause 56 of the Standard Conditions of Contract - (Actual and Correct Quantities) is applicable,
- (iv) the percentage value of costs where appropriate incurred against Variation Orders issued to date,
- (v) a detailed list of materials on site together with their values as included in the Valuation for certificates of payment,

(h) Complete remeasurement of Works as built in accordance with Clause 55 of the Contract, or measurement of any variation contained within Engineer's Instructions related to changes in the scope or quality of the Works in accordance with Clause 56 of the Contract.

The Consulting Engineer shall take note that when producing designs for Building Works 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. In addition the Consulting Engineer will not be allowed to include Provisional Sums for Works as yet to be defined except where the Client approves in writing.

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

(i) Checking and agreement of the Final Account as submitted by the Contractor and providing three copies of the Final Account to the Consulting Engineer for his approval.

(j) Advising the Consulting Engineer and/or the Client with regard to the financial and contractual aspects relating to Claims or such other matters arising from the Standard Conditions of Contract but excluding assistance in matters of Arbitration which shall be treated as an amendment to this Agreement and at a remuneration to be agreed upon between the Client and the Quantity Surveyor.

5.2

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 Clause 5.1, hereinbefore.

6.0 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 Quantity Surveyor.

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

7.0 TIME SCHEDULE

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

(a) The Preliminary Design Cost Estimate will be submitted to the Client for approval within the period stated commencing from the date of receipt of all Preliminary Design Drawings.

(b) The Detailed Design Cost Estimate will be submitted to the Client for approval within the period stated from the date of receipt of all the Detailed Design Drawings and Specification.

(c) The complete Tender Documents together with the Tender Cost Estimate and Bills of Quantities will be submitted to the Client within the period stated from the date of receipt of a complete set of Tender Drawings and Specification.

(d) The agreed Final Account will be submitted to the Consulting Engineer for his approval in accordance with the time stipulated in Clause 60(6) of the Contract.

8.0 REMUNERATION OF THE QUANTITY SURVEYOR

8.1 DESIGN STAGE

The remuneration for the Design Stage 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 9.0 hereof. The said Budget Sum may, however, be reduced in value in the event that Works included in the Budget Sum should subsequently become works to be undertaken by Specialists [see Clause 6.0 hereinbefore], or

(b) A fixed lump sum amount.

8.2

SUPERVISION STAGE

The remuneration for the Supervision Stage 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 9.0 hereof. The Budget Sum may be reduced in value in the event that Works included in the Budget Sum should subsequently become works to be undertaken by Specialists [see Clause 6.0 hereinbefore], or

(b) A fixed lumpsum amount, or

(c) A rate per month related to the preparation of certificates, financial control and the preparation of the Final Account [see Clauses 5.1 and 5.2 hereinbefore].

No modification to the remuneration, as stated in Clause 8.2(a) or (b) above will be allowed due to an adjustment of the Period of Supervision under Clause 3.5 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 Quantity Surveyor 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.

8.3

BUDGET SUM OR ACCEPTED TENDER SUM

Where the remuneration of the Quantity Surveyor for the Design and Supervision Stages have 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 Quantity Surveyor shall be reduced proportionately in accordance with Clause 10.1 hereof.

8.4

REMUNERATION FOR MODIFIED DESIGN STAGE SERVICES

Where Additional Services are necessary due to changes in "User Requirements" within the Scope of the Works requested by the Client in writing after the 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 Quantity Surveyor shall be entitled to receive from the Client as additional remuneration either:

(a) A percentage of the percentage fee as stated in Appendix B to Form of Agreement, Clause 8.1(a), and related to the value of the modifications, or

(b) A lump sum amount which shall be mutually agreed in each instance based upon an estimate of the 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 8.8 hereof.

The basis for these additional fees shall be agreed in writing between the Client and the Quantity Surveyor prior to the commencement of the Additional Services and shall cover all such additional services required from the Quantity Surveyor in relation to the change in the Scope of the Works.

8.5 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 Quantity Surveyor 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 8.8 hereof.

This lump sum amount shall be agreed in writing in each instance by the Client and the Quantity Surveyor.

8.6 INCLUSIVE REMUNERATION

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

The Quantity Surveyor 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 Quantity Surveyor's lack of knowledge in respect of any matter affecting the level of remuneration in this Agreement.

8.7 LIMIT OF REMUNERATION

The total remuneration for the Quantity Surveyor:

(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 thereunder.

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

- (i) overtime or holiday working by the Quantity Surveyor,
- (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.

8.8 REIMBURSEMENT

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

(a) Additional copies of the Bills of Quantities and Final Accounts in excess of the numbers as stated within this Agreement,

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

9.0 BUDGET SUM OR ACCEPTED TENDER SUM

9.1 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.

9.2 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.

9.3 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 Quantity Surveyor together with the running and maintenance thereof,
- (i) Loose furniture and fittings which are not included in the Contract.

10.0 MODE OF PAYMENT

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

10.1 PAYMENT FOR DESIGN STAGE

- 10% on the issue of the signature of this Agreement 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 and Preliminary Design Cost Estimate. ✓
- 20% on the submission to the Client of the Detailed Design and Detailed Design Cost Estimate. ✓
- 30% on the submission to the Client of complete sets of Tender Documents together with the Tender Cost Estimate.

20% on the approval by the Client of the Tender Documents and the Tender Cost Estimate,

10% either on the ratification of the Contract or, failing this, 6 months from the approval of the Tender Documents and the Tender Cost Estimate.

Notwithstanding the above, when the fees for Design Services have been calculated on a percentage basis in accordance with Clause 8.1(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 Quantity Surveyor informing him of the amount of the fees paid in excess and the Quantity Surveyor shall, upon receipt of such notice, promptly repay to the Client such excess fees.

10.2 PAYMENT FOR SUPERVISION STAGE

85% in equal instalments, at monthly intervals over the period of the 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,

15% on the agreement of the Final Account with the Contractor.

10.3 PAYMENT FOR MODIFIED DESIGN AND SUPERVISION STAGE SERVICES

The same mode of payment as defined in Clauses 10.1 and 10.2 shall be applicable for modified services. With regard to modified Design Stage Services, no additional Advance Payment will be made by the Client.

10.4 DELAYS IN PAYMENT

Remuneration shall be paid to the Quantity Surveyor within 40 days of submission of the invoices by the Quantity Surveyor unless the Client seeks clarification from the Quantity Surveyor regarding the invoices. If, after the said 40 days, the Client fails to pay such amounts, the Quantity Surveyor shall, within 20 days, give notice of a claim for interest due to non-payment.

If, after a total of 60 days, the Client fails to pay such amounts, and the Quantity Surveyor has given notice then the Quantity Surveyor 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.

11.0 CURRENCY

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

12.0 DELAY IN COMPLETION

12.1 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 Quantity Surveyor shall be entitled to additional remuneration for the supervision of the period of delay. However when the delay is contributed to by the Quantity Surveyor'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.

12.2 QUANTITY SURVEYOR

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

13.0 QUANTITY SURVEYORS FACILITIES, AND EQUIPMENT

13.1 FACILITIES REQUIRED DURING THE SUPERVISION PERIOD

The Quantity Surveyor 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. The Quantity Surveyor shall state in Appendix D to the Form of Agreement his specific needs [if any] and the Quantity Surveyor is to include only these items in the Tender Documents for his personal use.

13.2 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 Quantity Surveyor including staff accommodation in his offer then the Quantity Surveyor shall state these facilities in Appendix D to the Form of Agreement in addition to those items contained in Clause 13.1 hereinbefore. The Quantity Surveyor 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.

13.3 COSTS OF ACCOMMODATION AND SERVICES

Without limitation to the generality of Clause 8.6 hereof, the Quantity Surveyor 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 13.2.

If a telephone is provided the Quantity Surveyor 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 Quantity Surveyor.

13.4 EQUIPMENT AND MATERIALS

Specialised equipment and materials furnished by the Client to the Quantity Surveyor or purchased by the Client for the Quantity Surveyor with funds wholly supplied or reimbursed by the Client shall be the property of the Client and shall be so marked. The Quantity Surveyor shall be responsible for ensuring that the same remains in good condition.

13.5 DISPOSAL OF EQUIPMENT AND MATERIALS

Upon completion or termination of the Services the Quantity Surveyor shall furnish to the Client inventories of the equipment and materials referred in Clauses 13.1, 13.2 and 13.4 hereof as it then remains and deliver the specialised equipment to the Client and dispose of the materials as directed by the Client.

13.6 SITE PERSONNEL

With the exception of the provision of maintenance services to the Site Offices the Quantity Surveyor 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 Quantity Surveyor shall be under his direct employment.

14.0 COPYRIGHT

The copyright of all documents prepared by the Quantity Surveyor in connection with the Agreement rests with the Quantity Surveyor 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 Quantity Surveyor'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 Stage remuneration for such part so utilised.

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

15.0 **OTHER CONSULTANTS**

The Quantity Surveyor 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 Quantity Surveyor 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.

16.0 **FORCE MAJEURE**

16.1 **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 16.3 hereof, occurring within the Sultanate of Oman beyond the control of the Quantity Surveyor and from unforeseen cause, the Quantity Surveyor will receive the proportionate remuneration for any additional Works which may be required to be undertaken by him as a result of such damage or destruction.

16.2 **CIRCUMSTANCES BEYOND CONTROL**

The Quantity Surveyor 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.

16.3 **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, War (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 fulfilment of the Agreement.

16.4 DELAY IN PERFORMANCE

If the performance of any obligations or responsibilities of any party is delayed for more than 60 days, the terms 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 16.3 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 Quantity Surveyor. The payment on termination shall be assessed as the reasonable and actual cost incurred by the Quantity Surveyor to demobilise those staff whose services are exclusively related to the Services contained within this Agreement.

16.5 NOTICE OF TERMINATION

If a termination notice is given due to Force Majeure under Clause 16.4 above, the termination shall become effective upon receipt by the Quantity Surveyor of the Client's notice to terminate.

17.0 TERMINATION OF THE AGREEMENT

17.1 NOTICE OF INTENT

The Client and the Quantity Surveyor 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 Quantity Surveyor 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 Quantity Surveyor shall stop work, 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 17.4 hereof. Changes in the Scope of Contract after the commencement of the Works shall not vitiate the Contract. Unless the Quantity Surveyor should terminate this Agreement for due cause, then the Client shall hold the Quantity Surveyor liable for all costs and damages due to his termination and the Quantity Surveyor shall have no right to compensation as provided for in Clause 17.4 hereof.

17.2 PREVENTION OF PERFORMANCE

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

(a) Should the Quantity Surveyor, 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 Quantity Surveyor, or his successors, shall hand over to the Client all the Documents in their possession or their servants or agents 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 Quantity Surveyor to complete the Services,

(b) Should the Quantity Surveyor 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.

17.3 NOTICE OF DISSATISFACTION

The Client shall notify the Quantity Surveyor, in writing, if he considers that the Quantity Surveyor is not satisfactorily discharging his obligations under this Agreement, stating the reasons thereof. In the event that the Quantity Surveyor 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 Quantity Surveyor accordingly. In this event the Quantity Surveyor 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 Quantity Surveyor to complete the Services and less any claim for damages arising out of the default and termination which may be claimed by the Client.

17.4 PAYMENT FOR CANCELLATION

In the event of the whole or any part of the Services being cancelled by either party under Clause 17.1 hereof, the Client shall pay to the Quantity Surveyor 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 measurement not completed relating to Provisional Sums contained in the Bills of Quantities and the compensation shall be reduced accordingly.

18.0 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.

19.0 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 place of Arbitration shall be 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.

20.0 DUTIES AND RIGHTS OF THE QUANTITY SURVEYOR

20.1 CARE AND DILIGENCE

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

The Quantity Surveyor is required to work diligently and honestly and use his professional knowledge and skill as a faithful agent of the Client and hold safety 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.

20.2 CONFIDENTIALITY

All Documents are to be kept as follows:

(a) The Quantity Surveyor 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 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 Quantity Surveyor for the Works or supplied to him by the Client or other Consultants shall be confidential.

20.3 INFORMATION REQUIREMENTS

This information is to be submitted to the Client by the Consulting Engineer in conjunction with the Quantity Surveyor, where applicable, at such intervals as are appropriate:

(a) A copy of the minutes of all meetings either between the Quantity Surveyor and the Contractor and (unless required not to do so) between the Quantity Surveyor 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 personnel to the site area, accidents, safety of 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 Contractor in particular with regard to non-compliance with all such duties and obligations as contained in the Standard Conditions 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 Quantity Surveyor, that these are likely to be varied in the future,
- (vii) financial status report.

20.4 INSTRUCTIONS

The Quantity Surveyor shall assist the Consulting Engineer in relation to both contractual and financial matters prior to 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 Omissions], 56 [Actual and Correct Quantities], 58(1) [Provisional Sums], 62 [Maintenance Certificate] of the Standard Conditions of Contract. 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 the Sultanate of Oman.

20.5 COMPETITIVE QUOTATIONS

The Quantity Surveyor shall assist the Consulting Engineer where he is required to seek competitive quotations for goods or services to be provided by Specialists or Sub-Contractors for items which are contained within the Provisional Sums in the Contract.

The list of Suppliers or Sub-Contractors shall be approved by the Tender Board 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 after which the Quantity Surveyor shall assist the Consulting Engineer by providing such 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 Quantity Surveyor shall assist the Consulting Engineer by providing a detailed report with a breakdown of the total price, showing the reasonableness of the quotation.

20.6 REPLACEMENT OF APPOINTED STAFF

The Quantity Surveyor shall not replace the staff 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.

20.7 OMANI NATIONALS

The Quantity Surveyor shall appoint where available qualified Omani Nationals for the execution of this Agreement.

20.8 ASSIGNMENT

The Quantity Surveyor 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 Quantity Surveyor 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 Quantity Surveyor".

20.9 TAXES

The Quantity Surveyor 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 Quantity Surveyor to the Client and verification of the same by the Client.

20.10 VISAS AND PERMITS

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

21.0 DUTIES AND RIGHTS OF THE CLIENT

21.1 INFORMATION TO THE QUANTITY SURVEYOR

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

21.2 DECISIONS

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

21.3 INCOMPATIBILITY OF AGREEMENT

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

21.4 **REPATRIATION OF STAFF**

Should the Client request, the Quantity Surveyor shall arrange to suspend the employment of, or repatriate, any of the staff employed by the Quantity Surveyor 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 Quantity Surveyor.

21.5 **REPLACEMENT OF STAFF**

In the event of a suspension or repatriation in accordance with Clause 21.4 then the Quantity Surveyor shall forthwith arrange a replacement person of suitable experience and such person shall be approved by the Client prior to the replacement.

21.6 **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.

(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 a method of working different to that stated in the Contract 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.

22.0 **SCOPE OF LIABILITY OF THE QUANTITY SURVEYOR**

22.1 **ERRORS AND OMISSIONS**

The Quantity Surveyor is liable for all the consequences of negligent acts, errors and omissions on his part or on the part of his employees, agents or assignees.

22.2 VIOLATION OF RIGHTS OF THIRD PARTIES

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

22.3 INSURANCE COVER

The Quantity Surveyor shall provide to the Client a Certificate of Insurance relating to Professional Indemnity to cover his Liability as defined hereafter 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 Quantity Surveyor as contained in Clauses 22.1, 22.2 and 23.0 hereof.

23.0 DURATION OF LIABILITY

The liability of the Quantity Surveyor expires after two years from the date of the agreement by the Consulting Engineer of the Final Account.

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 organisation for briefing 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/Users/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 for all approvals.	Client/Users/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/Users/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/Users/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 ie drawings, schedules and specifications.	Client/Users/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/Users/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/Users/Project Director Consulting Engineer Quantity Surveyor.	
H. PROJECT PLANNING	To enable the Contract to finalise 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/Users/Project Director Consulting Engineer Quantity Surveyor.	Site Operations
J. OPERATIONS ON SITE	To follow plans through to practical completion of the building.	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.	Client/Users/Project Director Consulting Engineer Quantity Surveyor.	
K. COMPLETION	To hand over the building to the Client for occupation, remedy any defects, settle the final account, and complete all work in accordance with Contract.	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.	Client/Users/Project Director Consulting Engineer Quantity Surveyor.	

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 Quantity Surveyor) has been awarded a Contract
dated _____ day of _____ 198__ for Quantity Surveying Services
for _____ in the value of
RO. _____ [Rials Omani _____]

and in consideration of your making an advance payment to the Quantity
Surveyor being ten percent of the Design Stage 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 Quantity Surveyor.

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

This bond will be effective from _____ day of _____ 198__ and shall be
valid until _____ day of _____ 198__, 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 fulfilment of
our undertaking whichever is the earlier.

AUTHORISED SIGNATORIES

[TO BE ISSUED BY A LOCALLY REGISTERED BANK]

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