

SULTANATE OF OMAN



**TENDER DOCUMENT FOR
PROCUREMENT OF CONSULTANCY SERVICES
FOR
REVIEW OF MARKET DEFINITION & DOMINANCE
DECISION
(Tender No: 1/2018)**

TABLE OF CONTENT

FOR.....	1
REVIEW OF MARKET DEFINITION & DOMINANCE DECISION	1
(TENDER NO 1/2018).....	1
1.0 INSTRUCTION TO TENDERERS.....	5
1.1 INSTRUCTION.....	5
1.2 TENDER DOCUMENTS	5
1.3 NO ALTERATIONS	5
1.4 SCHEDULE OF PRICES	5
1.5 PROFESSIONAL INDEMNITY POLICY	6
1.6 CRITERIA FOR EVALUATION OF TENDERS.....	6
1.7 ERRORS IN TENDERS	6
1.8 PENALTIES	7
1.9 TIME SCHEDULE.....	7
1.10 ADDITIONAL DOCUMENTS.....	7
1.11 CURRENCY	8
1.12 TENDER BOND	8
1.13 PREPARATION OF TENDERS	8
1.14 SUBMISSION OF TENDERS	9
1.15 COST OF TENDERING	9
1.16 LANGUAGE	9
1.17 EXPLANATION OF TENDER DOCUMENTS.....	10
1.18 TENDER REGULATIONS.....	10
1.19 MODIFICATIONS TO TENDER DOCUMENT	10
1.20 CALCULATIONS FOR PAYMENT.....	10
1.21 TURNKEY BASIS.....	11
1.22 LOCAL TAXES AND CHARGES	11
1.23 ACCEPTANCE OF TENDER	11
1.24 VALIDITY.....	11
1.25 ACCEPTANCE OF INVITATION.....	11
1.26 LOCAL CONDITIONS.....	11
1.27 OPENING OF TENDERS.....	12
1.28 EVALUATION OF TENDERS.....	12
1.29 CONTRACT AWARD.....	13
2.0 CONDITIONS OF ENGAGEMENT	13
2.1 GENERAL.....	13
2.2 WORK VISA, ENTRY VISA, ETC.	13
2.3 ERRORS AND OMISSIONS	13
2.3.1 <i>Violation of Rights of Third Parties</i>	13
2.3.2 <i>Insurance Cover</i>	13
2.3.3 <i>Performance Bond:</i>	14
2.4 LIABILITY OF THE CONSULTANT	14
2.5 CARE AND DILIGENCE.....	15
2.6 CONFIDENTIALITY AND COPY RIGHTS	15
2.7 INFORMATION REQUIREMENTS	15
2.8 ASSIGNMENT	15
2.9 COLLECTION OF DATA	15
2.10 CLARIFICATIONS ON THE DRAFT REPORTS.....	16
2.11 METHODOLOGY.....	16
2.12 RESPONSIBILITIES OF THE TRA	16

2.12.1	<i>Documents</i>	16
2.12.2	<i>Approval of Consultant's Documents</i>	16
2.12.3	<i>Invoices of the Consultant</i>	16
2.12.4	<i>Completion Certificate</i>	16
2.12.5	<i>Completion Period</i>	16
2.13	CONTRACT DOCUMENTS	17
2.14	ORDER OF PRECEDENCE	17
2.15	ALTERATION TO CONTRACT	17
2.16	CALENDAR	17
2.17	LAWS TO BE OBSERVED	17
2.18	PAYMENT TERMS AND CONDITIONS	18
2.19	INCLUSIVE FEES	19
2.20	MODIFIED TERMS OF REFERENCE	19
2.21	PENALTY	19
2.22	CURRENCY	19
2.23	GOVERNING LAWS AND DISPUTES	19
2.24	PERSONNEL	19
2.25	TERMINATION OF AGREEMENT	20
2.26	FORCE MAJEURE	20
2.27	DOCUMENTATION	21
2.27.1	<i>General</i>	21
2.27.2	<i>Progress Report</i>	21
2.27.3	<i>Reports</i>	21
2.27.4	<i>Executive Summary</i>	22
2.27.5	<i>Implementation Schedule</i>	22
2.28	WORKING ARRANGEMENT	22
2.29	SCOPE OF SERVICES	22
2.29.1	<i>Background:</i>	22
2.29.2	<i>Objective:</i>	23
2.29.3	<i>Scope of Work:</i>	23
2.29.4	<i>Phase 1: Literature Review:</i>	23
2.29.5	<i>Phase 2: Data Collection:</i>	23
2.29.6	<i>Phase 3: Market Definition:</i>	24
2.29.7	<i>Phase 4: Relevant Markets:</i>	24
2.29.8	<i>Phase 5: Market analysis and dominance designation:</i>	24
2.29.9	<i>Phase 6: Identification of competition problems and remedies:</i>	24
2.29.10	<i>Phase 7: Public Consultation and Decision:</i>	25
2.29.11	<i>Deliverables:</i>	25
2.29.12	<i>Timeframe:</i>	26
2.29.13	<i>Special Issues:</i>	26
	<i>(i) Project Plan and Costs:</i>	26
	<i>(ii) Team Composition:</i>	26
	<i>(iii) Consultant's Presence in Oman:</i>	27
	<i>(iv) Approval of Deliverables:</i>	27
	<i>(v) Independence:</i>	27
	<i>(vi) Miscellaneous:</i>	27
2.30	APPROXIMATE TIMELINE FOR MAJOR EVENTS	28
3.0	SCHEDULE OF PRICES	29
4.0	STANDARD FORMS	30
	FORM 1	30
	FORM 3	33
	FORM 4	33
	FORM 5	34
	FORM 6	35

FORM 7	36
FORM 8 (NEED ONLY BE PROVIDED IF ADVANCE PAYMENT IS REQUESTED)	37
FORM 9	38
5.0 FORM OF AGREEMENT	41
APPENDIX A	43
APPENDIX B	45
APPENDIX C	47
APPENDIX D	48
6.0 TENDERER'S ENCLOSURES.....	49

1.0 Instruction to Tenderers

1.1 Instruction

The prospective Tenderers are invited to submit Tenders for “**Consultancy Services for the “Review of Market Definition and Dominance Decision”**” as specified in the Scope of Services.

1.2 Tender Documents

The Tender Documents issued for tendering purposes consists of:

- a) Invitation to Tender
- b) Instructions to Tenderers
- c) Form of Tender
- d) Conditions of Engagement
- e) Scope of Services
- f) Schedule of Prices
- g) Standard Forms
- h) Tenderer's Enclosures

1.3 No Alterations

Alterations to the Form of Tender and associated documents shall not be permitted. Any alteration other than the filling in of blank, intended for that purpose, or failure to fully comply with these Instructions may result in the rejection of the Tender.

Any alteration to the prices or cash extension made by the Tenderer during the preparation of the Tender must be initialed by the Tenderer prior to submission.

1.4 Schedule of Prices

The Schedule of Prices is to be fully priced in Omani currency and recorded in black ink.

The rates and prices set down against the items in the Schedule of Prices shall be for the full inclusive value of the finished work described and shall include profit and all obligations and liabilities of every kind arising under the Contract.

All spaces in the Schedule of Prices shall be filled in. Any alteration to a rate or amount made by the Tenderer during the preparation of the Tender must be initialed by the Tenderer prior to submission. Any amendments in tender prices must be rewritten in ink, in figures as well as in words and initialed by the same person who has signed the Tender.

The Tenderer is not allowed to delete, modify or amend any of the terms or conditions of the Tender Document. If he desires to state any condition or

reservations, he should enumerate them in a letter appended to his Tender, and refer to this letter in the Tender itself.

Neither the Telecommunications Regulatory Authority (TRA) nor any of its employees, nor any agents or officers, has any authority to make representation or explanation as to the meaning of the Tender Documents, or as to any other matter or thing concerning the Contract, so as to bind the TRA or to bind or fetter the judgment or discretion of the Consultant in the exercise of his powers and duties under the Contract except in so far as the TRA may issue a Circular Letter or Addendum to the Tenderers amending or explaining the Tender Documents.

The Tender shall be submitted solely on the basis of the Tender Documents issued to the Tenderers and must be free of any qualification. Should a Tenderer wish to submit an alternative offer, such offer must be additional to and completely separate from the unqualified Tender.

A list of any proposed sub-Consultancy with particulars of the extent of the work which is proposed will be undertaken by them.

1.5 Professional Indemnity Policy

The successful Tenderer will be required to provide a Professional Indemnity Policy to cover his liabilities as defined in the clauses 2.3.1 and 2.3.2 of the Conditions of Engagement.

Performance Bond: In construction and provision of equipment, the tenderer shall be required to submit a Performance Bond Bank Guarantee as in clause 2.3.3 of the condition of engagement.

1.6 Criteria for Evaluation of Tenders

In the evaluation of the Tenders received, the Tendered Price and the completeness of, or qualification to, the services offered will be of major significance.

In addition, the following aspects of the Tenders will be given particular consideration:

- Overall experience of the firm in similar projects.
- Experience of the firm in similar projects in the Middle East.
- Relevant qualifications and experience of proposed team in conducting similar assignments.
- Methodology for execution of the consultancy task.
- Adherence to the TOR: conformity to TRA requirements,
- Level of presence of the key consultant(s) at site.

1.7 Errors in Tenders

All items in the Schedule of Prices shall be checked prior to the signing of the Contract. Should any arithmetical error be found it should be corrected and the Tender Value will be amended accordingly. The Tenderer will be

informed of any arithmetical adjustment made should the TRA wish to further consider his Tender.

1.8 Penalties

Tenderers should be aware that the Contract includes provisions for penalties for delay in submission of reports and for lack of professional performance by the Consultant. The Tenderer must judge carefully the impact of these penalties on his tender price.

1.9 Time Schedule

The time period expected for completion of the Consultancy Service is stipulated in the section 2.29 (Scope of Service). However, should the Tenderer be of the opinion that this needs to be revised; he can indicate it in his time schedule chart.

1.10 Additional Documents

In addition to The Tender Document issued for tendering, it is mandatory for the Tenderer to provide and properly bind under "Tenderer's Enclosures" section of the tender document, the following documents. Any tender not accompanied by all required documents will be rejected.

- a) A covering letter officially accepting the invitation to Tender for the Consultancy Services and listing any conditions or reservations to the Tender Documents which the Tenderer wishes to make as per Form 1.
- b) A Tender Bond as called for in Clause 1.12 of these Instructions as per Form 2, if applicable
- c) A detailed international experience profile indicating experience in undertaking such assignments as in Form 3.

A statement regarding previous experience in such assignments in the Middle East specifying the nature of the tasks carried out as in Form 4.

- d) A description of the Tenderer's Oman office if available, listing current staff, their positions and qualifications and support facilities available in the office as per Form 5.
- e) The identities of the individual consultants as in Form 6 and their CVs as in Form 7 whom the bidder proposes for work on the project and an estimate of their time committed to the project. The proportion of time proposed for each of the personnel and especially that of the team leader and resident manager shall be highlighted.
- f) A compliance statement if applicable for each of this Tender Articles as outlined in Form 9.
- g) A statement of any unresolved doubts over the terms of the Tender Document. Any assumption made as a result of these unresolved doubts should clearly be stated.

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- h) A programme in bar chart form showing how the Tenderer intends to achieve the project objectives. This programme should include items of work mentioned in the Scope of Services and any other activities identified by the Tenderer.
 - i) A statement giving name(s) of the person(s) authorized to sign Agreements on behalf of the Company including his (their) specimen signature(s).

1.11 Currency

The currency of the Contract will be the Omani Rial.

1.12 Tender Bond

A Tender Bond in the form of an irrevocable Bank guarantee representing 2% (two percent) of the total value of the Tender shall be included with the Tender. This Tender Bond shall be in the name of "H.E. the Chairman, TRA" issued by bank of international standing, acceptable to TRA, and shall remain valid for ninety (90) days after the last date for submission of Tenders.

Tender Bond will be returned to the unsuccessful Tenderers after the contract is awarded to the successful Tenderer. The successful Tenderer shall keep the Tender Bond valid until the Contract has been signed and Performance bond has been submitted to the TRA.

The aforesaid Tender Bond needs not be provided if the invitation to tender was directly made to the tenderer and not through public notice.

1.13 Preparation of Tenders

Before submitting the Tender, the Tenderer shall read the Tender Documents carefully and satisfy himself of the tasks, risks, obligations, liabilities and responsibilities to be undertaken in the contract.

The tenderer shall complete the Form of Tender, the Schedule of Prices and other forms required to be filled in, but not in the Form of Agreement and Form of Bonds and shall sign, put date and stamp all pages of the Tender Document with the Company official stamp.

The tender must be signed by the person or persons duly authorized by the Company and a copy of the relevant authority or power of attorney shall be submitted with the Tender. Any incomplete or improper tender may be rejected.

The tender shall be submitted solely on the basis of the Tender Document issued to the Tenderers and must be free of any qualification. Should the tenderer wish to submit an alternative offer, such offer must be additional to and completely separate from the unqualified tender.

1.14 Submission of Tenders

Email: marketreview@tra.gov.om

The Technical and Financial Proposals must be separately enclosed in a sealed envelope or package with the tender number and project title thereon. The soft copy of the Technical Proposal should also be provided in USB or CD. The original Technical and Financial Proposal marked "**ORIGINAL**" and two (2) copies marked "**COPY**" including the Tender Documents must be enclosed in one strong sealed package clearly endorsed with tender number and project title and be addressed and delivered personally to:

H.E. The Executive President
TRA
P.O. Box 3555, Seeb
Postal Code 111
Sultanate of Oman

The exterior of the sealed envelope or package must not reveal the identity of the tenderer.

The sealed envelope of the Technical and Financial Proposals shall be delivered as specified in the letter of invitation to tender or such other time and date as may be notified in any Circular or addendum issued in accordance with Clause 1.19 of these instructions.

The attention of the tenderer is drawn to the fact that Tender must be delivered sealed and tenderer is responsible for ensuring that any opening of parcels containing the Tender Documents, Technical Proposal and Financial Proposal for security or custom purposes is made good before delivery to the TRA.

The TRA may, at its discretion, extend the deadline for submission of Tenders by amending the Tender Documents. In such case, all rights and obligations of the TRA and Tenderer previously subject to the deadline will thereafter be subject to the deadline as extended.

Any Tender received by the TRA after the deadline for submission of Tenders prescribed by the Tender Documents will be rejected without any regards to the causes of delay.

1.15 Cost of Tendering

All costs incurred by the tenderer in connection with the preparation and submittal of the Tender shall be borne by the Tenderer and will not be paid by the TRA.

1.16 Language

The Tender, with its appended correspondence and supporting information, shall be submitted in the English language. Brochures shall also be submitted in the English language.

Any contract resulting from this tender, with its appended correspondence and reports shall also be in the English language.

1.17 Explanation of Tender Documents

Enquiries and requests for clarifications regarding this tender may be sent, fourteen (14) days before the last date for submission of Tenders, by email to:

Email: marketreview@tra.gov.om

Addenda to the Tender Documents may be issued before Tender due date for the purpose of clarifying any stipulations or to reflect any modifications. Any information given to one Tenderer will also be distributed to all the other Tenderers.

Should there be any doubt or obscurity as to the meaning of the Tender Documents or as to anything to be done under the Contract or concerning these Instructions, or any other matter, the Tenderer must set forth in writing such doubt or obscurity and deliver the same to the TRA not later than fourteen (14) days before the date fixed for the submission of Tenders.

If considered appropriate a reply in the form of a Circular Letter or Addendum will be distributed to all Tenderers who have purchased the Tender Documents.

1.18 Tender Regulations

The Tenderer shall conform to the laws and regulations of the Sultanate of Oman currently in force or which may be made from time to time during the period of the Contract. In submitting his Tender, the Tenderer is deemed to have made himself fully conversant with these laws and regulations.

1.19 Modifications to Tender Document

Seven (7) days prior to the last date for submission of Tenders, the TRA may issue addendum to clarify or modify the Tender Documents. A copy of each addendum will be issued to all Tenderers. Each addendum shall become part of the Tender Documents. Receipt of each addendum must be acknowledged and recorded in Item 7 of Form 1 "Form of Tender".

1.20 Calculations for Payment

In all cases the price tendered shall be the maximum to cover all the activities of the Consultant as stated in the Agreement.

1.21 Turnkey Basis

The TRA shall have the right to award the contract on a man-month basis or against lump sum amount on turnkey basis. Such right shall not affect the TRA's right for verification of manpower utilization before payment of any installment to the Consultant.

Moreover, the TRA shall have the right to ask the Consultant to restudy, rewrite any part of the report at any time before final approval of the report against no additional payment.

1.22 Local Taxes and Charges

All local taxes, income-tax, customs duties, port dues, landing charges, local transportation, and all other levies or dues, as per the law in force in the Sultanate of Oman during the contract course shall be borne by the Tenderer, and his Tender shall be deemed to have included all such charges.

1.23 Acceptance of Tender

The TRA is not bound to accept the lowest tender and reserves the right to reject any or all of the Tenders submitted in response to this invitation without assigning any reasons whatsoever or any compensation to any tenderer.

The TRA also reserves the right to reject any tender submitted without additional copies or the unit rates are not written both in words and figures.

1.24 Validity

The validity of the Tender shall be ninety (90) days from the last date for submission of Tenders and the Telecommunications Regulatory Authority reserves the right to ask for the revalidation of Tender without change in price.

1.25 Acceptance of Tender Invitation

Unless otherwise stated in the Tenderer's covering letter or in his response to the tender invitation, the participation in this tender shall mean that the Tenderer understands and accepts all conditions laid down in the Tender Documents.

It shall also mean that he accepts the responsibility to undertake the project consultancy services, based upon the Scope of Services outlined in the Tender Documents and the subsequent modifications agreed to between the Tenderer and the TRA.

1.26 Local Conditions

Before submitting his Tender, the Tenderer must acquaint himself and comply with the laws, regulations, traditions, customs and conditions in the Sultanate of Oman. No claims by the Consultant in connection with expenses or delay resulting from ignorance of local conditions or regulations, or lack of knowledge of conditions, facilities or obstacles existing at the time of the presentation of the Tender, will be accepted by the TRA.

The Tenderer shall be deemed to have satisfied himself before tendering, as to the correctness and sufficiency of his Tender, for the works and of the rates and prices which shall cover all his obligations, and all matters and things necessary for the proper completion of the works.

The Tender shall be deemed to have been based on such data regarding topographical, climatic and physical conditions existing in the Sultanate. The Tenderer shall in general, himself obtain necessary information as to the risks, contingencies and other circumstances which may influence, or affect, his Tender.

1.27 Opening of Tenders

The Tenderer's Technical Proposal will be opened at the time and date specified in the Invitation to Tender at the offices of the TRA.

The Tenderer's Financial Proposal will be opened after the evaluation of the Technical Proposal has been completed.

1.28 Evaluation of Tenders

The TRA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The TRA will evaluate and compare the tenders previously determined to be substantially responsive in two stages. The first stage will be an evaluation of the tenderer's technical proposals. Those Technical proposals that achieve a Technical score of Seventy percent (70%) and above will be carried forward to the second stage of evaluation. The second stage of evaluation will be based on the tenderer's financial proposals. Seventy percent (70%) of the overall score available is allotted to the Technical Proposal and Thirty percent (30%) is allotted to Financial Proposals.

To assist in the examination, evaluation and comparison of tenders, the TRA may ask Tenderers individually for clarification of their tender, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders.

Any effort by the tenderer to influence the TRA in the process of examination, clarification, evaluation and comparison of Tenders, and in decisions concerning award of Contract, may result in the rejection of the tenderer's tender.

1.29 Contract Award

After the received Tenders are evaluated, the Telecommunications Regulatory Authority will indicate its intention to award the Contract to the successful Tenderer. Form of Agreement, based on this document prepared by the TRA, or its representative(s), will be given to him for study and comments, if any. However, no changes in the conditions of the Form of Agreement shall be accepted unless Tender raised it in the tender and the suggested changes are accepted by TRA in writing. The draft of the final Contract will be subject to scrutiny and modifications by the Legal Department of the TRA. The contract will be signed by the authorized signatories of the TRA, and the successful Tenderer.

Should the successful Tenderer fail or refuse to enter into a contract within ten (10) days of written notification to this effect by the TRA or discontinue during contract negotiation, the Tenderer shall be considered to have abandoned the proposal and the Tender Bond submitted with the Tender will be encashed.

2.0 Conditions of Engagement

2.1 General

The responsibility of the Consultant for the duration of the contract period shall include, but not limited to the points which are explained further in the Scope of Services.

2.2 Work Visa, Entry Visa, Etc.

It shall be the responsibility of the Consultant to obtain all necessary documentation for the execution of the works by him and his staff; i.e. obtain work visas, entry visas, driving licenses, company registration etc. TRA, however, would issue letter of engagement to the selected consultant to facilitate issuance of "Entry Visa(s)"

2.3 Errors and Omissions

The Consultant is liable for all the consequences of acts of negligence, errors and omissions on his part or on the part of his employees, sub-consultants, agents or assignees.

2.3.1 Violation of Rights of Third Parties

The Consultant is responsible for any violation of the rights of third parties and he shall indemnify and keep indemnified the TRA against any demands, acts, claims and all other compensations for third parties towards the TRA.

2.3.2 Insurance Cover

The Consultant shall provide to the TRA a Certificate of Insurance relating to Professional Indemnity to cover his liability as defined herein. Such certificate shall be valid in the Sultanate of Oman and shall be subject to the Laws of Oman. The provision of such certificate shall not lessen or reduce the liability of the Consultant as contained in Clauses 2.3 and 2.4 hereof. The insurance Certificate must be provided within 15 days of signing the contract. If the Certificate is not satisfactory to the TRA, the Party will be given 10 working days to rectify the Certificate.

The indemnity insurance shall be not less than double of the contract price and valid for a period of one year after the final Completion Certificate issued to the Consultant.

The insurance cover shall be obtained from an insurance company of an international standing or a registered insurance company or Bank in the Sultanate of Oman. The policy shall be issued to cover Consultant's liability towards TRA as defined herein.

2.3.3 Performance Bond:

The Consultant shall submit performance Bond, from a bank of international standing registered in the Sultanate of Oman, acceptable to the TRA, in favour of the TRA, 10% of the Contract Value, valid till the completion of the project. The Form of performance Bond that is acceptable to the TRA is given in these Documents. Whilst the Performance Bond is effective "if TRA considers that the Consultant is in default of the due performance of his duties under the Contract, then the TRA will give fourteen (14) days' written notice to the Consultant of this occurrence during which time the Consultant shall rectify such performance to the satisfaction of the TRA/TRA representative otherwise TRA will forfeit the Performance bond.

2.4 Liability of the Consultant

2.4.1 The liability of the consultant cease one year after the date of completion of the works or after the successful implementation of the recommendations whichever is later.

2.4.2 The Liability of the Consultant for breaches of confidentiality under clause 2.6 or under the Intellectual Property Rights shall not be limited.

2.4.3 Nothing in this Agreement shall exclude or limit the liability of consultant for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of its employees in connection with the performance of their duties hereunder or defects in any product supplied pursuant to this Agreement, (iii) any grossly negligent act or omission or (iv) any other liability that cannot be excluded by law.

2.4.4 Except for the liability specified under clause 2.4.2 and 2.4.3, the aggregate cumulative liability of the Consultant for loss or damage arising out of or in connection with the Agreement whether arising for breach of Agreement, negligence, misrepresentation (except fraudulent

misrepresentation), or however shall not exceed double the cost of the contract price.

2.5 Care and Diligence

The Consultant shall exercise all reasonable skill, care and diligence in the performance of the Service under the Agreement.

The Consultant is required to work diligently and honestly and use his professional knowledge and skill as a faithful agent of the TRA and uphold 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 honor, integrity and dignity of his Profession, and he shall respect the Laws, Regulations and Traditions of the Sultanate of Oman.

2.6 Confidentiality and Copy Rights

All documents are to be governed as follows:

(a) The Consultant 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 TRA.

(b) All documents prepared by the Consultant for the works or supplied to him by the TRA or other Consultants shall be confidential under the copy right of the TRA.

2.7 Information Requirements

The information is to be submitted to the TRA at such intervals as are appropriate: -

- a) Copy of the minutes of all the meetings with the TRA and other stakeholders.
- b) Updated project schedules showing various milestones.
- c) Progress report which includes details of his manpower utilization.

2.8 Assignment

The Consultant shall not assign or transfer the benefit or obligation of the agreement or any part thereof.

2.9 Collection of Data

The Consultant shall be responsible for collection of data from various sources to complete his study and if he requires any assistance from the TRA, he shall give adequate notice to arrange for the collection of data/information, also the data format should be provided well in advance. The consultant will have access to the available documents to assist him with

his scope of services. It should, however, be clearly noted that the time indicated by the Consultant for completion of the study is deemed to have been arrived at after considering the time taken for collection and analysis of data from various sources.

2.10 Clarifications on the Draft Reports

The Consultant shall provide clarifications on the draft reports submitted by him to the satisfaction of the TRA.

2.11 Methodology

The Consultant shall clearly indicate the methodology he wishes to adopt for carrying out the study.

2.12 Responsibilities of the TRA

2.12.1 Documents

The TRA shall provide the Consultant with all available relevant information/ documents, upon request from the Consultant in writing, as far as available, to allow the Consultant to execute the works, as defined in the Consultant's Scope of Services.

2.12.2 Approval of Consultant's Documents

The TRA shall approve all items submitted by the Consultant within reasonable time from receipt of such documents, unless the TRA requests further clarifications of the documents submitted.

In this regard, the TRA shall approve the documents after clarification or amendment, as the case may be, within reasonable time to allow the project to proceed without any undue delays.

2.12.3 Invoices of the Consultant

The TRA shall pay to the Consultant all dues as detailed in the Consultancy Contract without delay, but within a maximum of 45 (forty-five) days from the date of receipt of invoice(s) from the Consultant as per the payment terms and conditions mentioned in Section 2.18 of this tender document.

2.12.4 Completion Certificate

Upon acceptance of the completion of the consultancy services, as defined in the Scope of Services of this Tender document by the TRA, the TRA shall issue a Completion Certificate to the Consultant. Provided, where applicable insurance cover submitted has validity of one year to expire as per clause 2.3.2 and 2.3.3 of the contract.

2.12.5 Completion Period

The Consultant is expected to conform to the timeframe of deliverables, however, the Contract remains valid until the completion certificate as stated in 2.12.4 is awarded to the Consultant.

2.13 Contract Documents

Contract documents will consist of:

The contract text comprising of:

- 1) Form of Agreement
- 2) Tender document
- 3) Consultant's Tender
- 4) Complete correspondence between the TRA and the Consultant.
- 5) Any other documents which the parties agree to include in the Contract.

2.14 Order of Precedence

The Contract text shall take precedence over all other parts of the contract documents.

The document precedence shall generally depend on the date of the documents, such that documents of a later date shall prevail, or as agreed between the TRA and the Consultant.

No contract text or document text shall govern in case it contradicts any law, rule, or regulation in force in the Sultanate at the time of signature of the contract.

2.15 Alteration to Contract

The TRA reserves the right to alter the Consultant's Scope of Services together with any consequential amendment in man-months within the Contract value, the date of completion, or, otherwise, shall be mutually agreed to between the Consultant and the TRA and confirmed in writing by the TRA, before the alteration is put into effect. Detailed man-month rate shall be quoted by the Tenderer to facilitate such amendment.

The man-month rates for works performed within 6 (six) months after the issue of Project Completion Certificate shall be at the same rate as the contract rate.

2.16 Calendar

The Gregorian calendar shall be used for all time stipulations in this project.

2.17 Laws to be Observed

The Consultant shall keep himself fully informed of all Omani government laws, all local bye-laws, ordinances and regulations and all orders and decrees of bodies or tribunals, having any jurisdiction or authority, which in

any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work.

The Consultant shall at all times observe and comply with all such laws, bye-laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the Government of the Sultanate of Oman and/or the TRA and its representatives against any claim or liability arising from or based on the violation of any such law, bye-law, ordinance, regulation, order or decree, whether by himself or his employees.

2.18 Payment Terms and Conditions

2.18.1 All payments shall be made in Rials Omani only after approval of the relevant deliverable by the TRA and against an invoice and a payment certificate duly certified by the TRA. The TRA and/or its representatives have the right to verify the Consultant's staffing at any time.

The payments to the Consultant for services rendered shall be as follows:

2.18.2 Provided the Consultant has submitted the indemnity insurance, 10% of the Contract Price shall be paid as advance payment against a Bank Guarantee for the same amount, from an international standing Bank registered in the Sultanate of Oman acceptable to the TRA, in favor of the TRA, valid until the deliverable 3 of the consultancy project is submitted and approved.

2.18.3 10% of the Contract Price shall be paid upon approval of Deliverable 3 as described in Clause 2.29.11 (Data collection and Survey Results)

2.18.4 20% of the Contract Price shall be paid upon approval of draft report covering Phase 3, 4, 5 and 6 (Deliverable 4).

2.18.5 10% of the Contract Price shall be paid upon approval of Consultation Paper and Draft Decision (Deliverable 5).

2.18.6 10% of the Contract Price shall be paid upon approval of Position Statement (Deliverable 6).

2.18.7 30% of the Contract Price shall be paid upon approval of Final Decision (Deliverable 7).

2.18.8 The balance (10%) of the Contract Price shall be paid as the final payment, nine (9) months after the issuance of Completion Certificate.

2.18.9 The TRA shall pay remuneration to the Consultant within 45 days after submission of the invoices unless the TRA seeks some clarification from the Consultant regarding the invoices. The Consultant shall submit along with each application for payment certificate a statement showing details of the work done by each of his staff during the related period.

2.19 Inclusive Fees

The total remuneration for the Consultant as herein defined shall be deemed to include all costs and expenses for carrying out the Consultancy Services inclusive of out of pocket expenses.

2.20 Modified Terms of Reference

Where additional Consultancy Services are required due to a change in the Terms of Reference requested by the TRA in writing then the Consultant shall calculate the cost of such additional Consultancy Services as shall be necessary on the basis of the man-day rates as per Appendix C of this Agreement. The Consultants shall propose a lump sum fee for such additional work in line with the man-day rates and after agreement with the TRA this shall be the subject of a written Amendment to the Agreement

2.21 Penalty

If the Consultant fails to complete the activities to be performed by him or any part of it within the specified time or showed lack of professionalism, he shall be liable to pay a penalty of 0.1% of the Contract price per day.

Such Penalty will be recovered from any amount due to the Consultant or from the final installment payment due to the Consultant. Should the final installment be inadequate to recover the penalty, then the TRA shall have the right either to recover from the balance payment if any due or from the Insurance Policy submitted by the Consultant. And this without prejudice to TRA right to initiate any legal action against the consultant if TRA deems appropriate to recover the penalty or any amount due to TRA.

The payment of such penalty shall not relieve the Consultant from his obligations to complete all the activities or from any other of his liabilities or obligations under the Agreement.

2.22 Currency

Remuneration to the Consultant shall be paid in Rials Omani. The Consultant shall have the right to convert his remuneration to any currency at the exchange rate valid at the time of such conversion.

2.23 Governing laws and Disputes

2.24 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

2.25 Personnel

The Consultant shall provide and employ only such experts as are skilled and experienced in their respective fields.

Curriculum Vitae(s) (CVs) for all intending staff to be employed under the Contract for this tender shall be approved by the TRA in writing prior to their arrival in the Sultanate of Oman. The Tenderer shall submit with his Tender the CVs of all staff to be engaged for this project. If need arises they may be substituted later with persons of equivalent qualifications and experience subject to approval of TRA.

In order to maintain continuity and smooth progress of work the Consultant shall ensure that the staffs engaged for this project does not leave until respective assigned work is completed. TRA may however agree to a change of staff under exceptional circumstances. Replacement staff shall be invoiced with a 10% reduction on the agreed man-month rate. In such cases prior written approval of TRA shall be obtained by the Consultant.

At the request of the TRA, the Consultant shall remove from the site/ Oman, any of his personnel associated with the Contract/site(s), if that person proves undesirable or unacceptable in any way to the TRA. Any person so removed from the works shall be replaced as soon as possible by a competent substitute approved by TRA. All costs in this respect shall be borne by the Consultant.

Entry visas, permits, foreign registration certificates, driving licenses, or any other permits required for the Consultant's staff under the Laws of Oman, shall be the responsibility of the Consultant.

2.26 Termination of Agreement

If during the period of the agreement the Consultant shall be in breach of the same, the TRA shall have the right to declare its intention to terminate the agreement by notice. If such breach continues for thirty (30) days after the date of the above mentioned notice, the TRA may terminate the agreement by a notice in writing, or re-contract with any other person(s) to complete the project, or any part thereof, and any costs in excess of the Contract price thus incurred shall be borne by the Consultant. In such cases, payment shall be made only for the number of staff working before the termination date provided that all documents and reports are supplied to TRA's satisfaction.

2.27 Force Majeure

Should there be no contradicting provision in the Contract, any delay or failure in execution from the Consultant will not be considered as failure or a reason for claiming penalty or compensation if such delay or failure is caused by incidents beyond the control of the Consultant and which could not be expected or prevented or avoided even with the use of special care, beyond the control of the Consultant. Such incidents are, for example and not limited to, general enemy, confiscation of utilities, abiding by a law or regulation or decree issued by a governmental body, wars, aggressions and riots, civil mutiny, closing of offices or any other action caused by a group of people, sabotage actions, fires, explosions, earthquakes, floods or any other abnormal weather factors, prohibition of the use of airports or shipping utilities or other public transport means, and any other causes whether or not

they are of the above category but which are beyond the control of the Consultant and which could not be expected or prevented or avoided even with the use of special care.

In order for such causes to be declared as Force Majeure, those shall be supported by authenticated documents.

If the Consultant is prevented or delayed from fulfilling his obligations established in the Contract by Force Majeure, he shall immediately notify the TRA by email followed by a formal letter of the circumstances of the Force Majeure, and of the obligations that he could not carry out or is delayed in carrying out and the period he expects for the clearance of the Force Majeure, all documents to be authenticated.

The Consultant shall give written notice of the circumstances of the Force Majeure not later than 10 days from their occurrence and his wish to claim extension by means of a registered letter or fax.

The Consultant will be exempted from fulfilling his obligations in the specified period after official proof and acceptance by the TRA of the Force Majeure, and will be given an additional period equivalent to the Force Majeure period or the corresponding stoppage of the works.

2.28 Documentation

2.28.1 General

All reports, prepared by the Consultants shall be clear and concise and written in the English language.

The documents shall be prepared consistent with commercial practice, i.e. it shall be of good quality, both in contents and reproduction.

All reports and letters shall be prepared according to DIN 476/198 (A4 size). It shall not be necessary to fold out more than once to view any table, figure or sketch design.

2.28.2 Progress Report

Detailed monthly progress reports covering all parts of the project shall be submitted by the Consultant to the TRA on or before the 3rd day of every month. Any necessary alterations to the work schedules shall be referred to, and the consequences for the programme shall be explained and justified in the report, so that the TRA can take any appropriate and necessary action.

2.28.3 Reports

The Consultant shall provide 2 sets of all his reports. A copy of each document drafted by the Consultants shall be sent to the TRA by e-mail in a PC-compatible format, free of any restrictions as to its subsequent use by the TRA unless agreed by the TRA in writing.

2.28.4 Executive Summary

The Consultant shall prepare an executive summary of all his reports for the use of top management and shall submit 2 sets of the same.

2.28.5 Implementation Schedule

The Consultant shall submit an implementation schedule covering all activities within two weeks of signing of the contract.

2.29 Working Arrangement

The consultant's team will work together with the TRA team assisted by a lead coordinator and provide a detailed feedback and monthly reports in order to provide continuous monitoring of the study.

2.30 Scope of services

2.30.1 Background:

By virtue of the Telecommunications Regulatory Act (Act), the Telecommunications Regulatory Authority of Sultanate of Oman (TRA) has the responsibility to take necessary measure to determine the acts or events, which can prevent competition in the telecommunications sector. In accordance with the regulations, the TRA has the mandate to determine which licensees are to be classified as dominant and to put measures in place to prevent the abuse of their dominant positions. In this regard, the TRA issued Market Definition and Dominance Guidelines (Guidelines) in 2012. These Regulation and Guidelines are to be followed in:

- (i) identifying and defining the telecommunications service markets;
- (ii) determining whether such markets are susceptible to ex ante regulation for dominance and are relevant markets for the application of ex ante remedies if service providers are assessed as being dominant; and
- (iii) determining appropriate remedies.

The TRA, under above- mentioned regulation and Guidelines, initiated the task of first market review and issued its Market Definition and Dominance (MDD) Decision in 2013¹ in consultation with the stakeholders. Omantel and Ooredoo were found to be singly and/or jointly dominant in a number of markets and suitable remedies were imposed to avoid the risk of harm of dominance.

The table below provides the list of licensees who are currently providing telecom services in Oman:

S. No.	Licensee	Services
1	Omantel	Fixed and Mobile (including International Telephony)
2	Ooredoo	Fixed and Mobile (including International Telephony)

¹ Available at <https://www.tra.gov.om/pdf/8-mdd-Report.pdf>

3	TeO	International Telephony (through calling cards)
4	Connect Arabia International	International Telephony
5	Friendi	Mobile Reseller
6	Renna	Mobile Reseller
7	Awast	Fixed Broadband
8	Oman Broadband Company	Passive Infrastructure for Broadband

More information on the Oman telecommunication sector can be found on the following link:

www.tra.gov.om/annual-reports

Although the TRA identified markets and the licensees who were dominant in those markets in its MDD Decision 2013, it should not be taken for granted that these markets or dominance in these markets remain the same. Since 2013, the telecom market of Oman has witnessed many developments including, but not limited to, introduction of new players, introduction of new services, change in substitutability of services and level of competition. The TRA is also cognizant of new concepts (e.g. OTT, IP interconnection, IoT, cloud computing, internet exchange points etc.) that directly or indirectly has impact on the market reviews. As such, market definitions and dominant positions may have changed since the last market assessment. It may also be noted that the MDD Decision of 2013 is also due to be revised in 2018, therefore the TRA now intends to review all existing and potential new markets.

2.30.2 Objective:

The overall objective of the project is to carry out a thorough analysis of the telecom sector of Sultanate of Oman in accordance with the methodology provided in the ex-ante regulation and Guidelines and to transfer knowledge to the TRA.

In doing so, the consultant shall review all previously defined markets (retail and wholesale) and propose introduction of new markets, where required, for fixed, mobile and data services over which the TRA has regulatory oversight. The consultant is expected to identify the competitive conditions affecting the supply of the services by assessing systematically the competitive constraints faced by suppliers of these services. Where dominance is identified, the consultant is expected to propose measure that should be implemented to prevent abuse of dominant position. Such measures must be in accordance with the Act, the ex-ante regulation, the Guidelines and best practice regulation in view of promoting the overall objectives of the Act.

2.30.3 Scope of Work:

To better monitor the progress of the project the TRA has sub-divided the tasks leading to the successful completion of the project into following phases as listed below.

2.30.4 Phase 1: Literature Review:

During the first visit, the consultant shall study the related documents (the Act, the Licenses, relevant regulations/guidelines/decisions including Market Definition and Dominance Guidelines, Market Definition and Dominance Report/Decision etc.) and hold discussions with designated staff of TRA to understand the background and requirements of the assignment. The consultant may also be required to meet with the licensees to understand their service portfolio and to gather other relevant information.

2.30.5 Phase 2: Data Collection:

The consultant shall collect all data that is necessary for execution of the project. The data to be collected should include (but not limited to) the following:

- Service providers and their portfolio of services;
- Market share data (sales value and volume);
- Product functionality;
- Prices and costs;
- Inputs;
- Substitute products;
- Principal competitors; and
- Market entry conditions.

During this Phase, the consultant shall review the data that is available with the TRA and shall prepare a data request for the operators, which the TRA will administer.

The consultant shall also conduct necessary surveys. The consultant may engage a suitably qualified local research firm for conducting surveys, however, the cost of such engagement should be included in the consultant's total bid price. The consultant shall seek the input of TRA in the formulation of questions to be asked in surveys. The consultant is expected to analyze the results of the data collected and surveys so that it can be used to support market analysis, Consultation Paper, Draft Decision, Position Statement and Final Decision.

2.30.6 Phase 3: Market Definition:

During this Phase, the consultant is required to review the current relevant markets and assess the need for redefining the markets or define new markets. In doing so, the consultant shall prepare the list of all existing and potential services that should be considered for the purpose of market review, along with justifications.

The consultant shall undertake initial assessment to sort the services into groups based on similarity of their characteristics and potential demand-side/supply-side substitutability. The consultant shall conduct hypothetical monopolist test for services for identifying candidate service markets. The consultant shall also define the geographic markets for services and customers who constitute the market.

The consultant shall take into consideration any other factor that is relevant in defining the candidate markets.

2.30.7 Phase 4: Relevant Markets:

During this Phase, the consultant shall identify the relevant markets from the list of candidate markets that should be susceptible to ex-ante regulation using the three-criteria test provided in the Guidelines.

2.30.8 Phase 5: Market analysis and dominance designation:

During this Phase, the consultant shall conduct analysis of single and joint dominance for all relevant markets using the list of criteria provided in the Guidelines.

2.30.9 Phase 6: Identification of competition problems and remedies:

This Phase is dependent on the conclusions that the consultant will arrive at during Phase 5 of the project. As a result of the work carried out in Phase 5, two scenarios are envisaged:

-
1. One or more licensees are found to have dominance and therefore Phase 6 would need to be carried out, and
 2. No licensee is found to have dominance and therefore Phase 6 would not be needed.

Scenario 1 - In the case where one or more licensees are found to have dominance:

- the consultant needs to identify the competition problems that may arise in view of the dominance of the said licensee(s);
- for each of the competition problems identified, the consultant needs to propose necessary remedies to mitigate these problems after impact analysis and in accordance with the principles set out in the Guidelines.

Scenario 2 - In the case where no licensee is found to have dominance:

- the consultant would not need to carry out this Phase as no competition problems will be identified and no remedies would be required.

2.30.10 Phase 7: Public Consultation and Decision:

During this Phase, the consultant shall draft:

- Consultation Paper(s) along with Draft Decision;
- Position Statement(s) and responses to queries and comments of stakeholders on the Consultation Paper(s) and Draft Decision; and
- Final Decision.

It should be noted that the TRA process for consulting with stakeholders allows for a minimum of 4 weeks to respond to the Consultation Paper and Draft Decision (subject to any extension upon request) and a minimum of another 2 weeks to provide comments on responses to the Consultation Paper and Draft Decision (subject to any extension upon request).

2.30.11 Deliverables:

1. **Kick-off Presentation:** At the end of Phase 1, the consultant shall present its understanding with regards to the market, regulatory framework, issues, previous market review, project requirements etc.
2. **Inception Report:** Within two (2) weeks from the holding of kick-off meeting, the consultant shall submit the inception report to enable the TRA to have clear view of the consultant's understanding, proposed methodology to conduct the study, data requirements, counterpart support, meeting schedules, timelines for submission of deliverables, issues that might cause delays or impose any constraints in fulfillment of project objectives etc.
3. **Data Collection and Surveys:** The consultant shall prepare full list of data to be collected from the industry and to conduct necessary surveys. The consultant shall analyze the results of data collected and surveys and present its findings to the TRA. A copy of the survey raw data shall be provided to the TRA in appropriate format.
4. **Presentations and Draft Report:** At the end of each Phase 3, 4, 5 and 6, the consultant shall be required to make presentations of its findings to the TRA of the work carried out along with any potential challenges and proposed measures to address the same.

At the end of Phase 6, the consultant shall also submit the Draft Report (in MS Word) containing the work carried out in Phase 3, 4, 5 and 6. The Report shall also include any research, presentations, workings, models, benchmarks, and any other evidence used in support of the analysis.

5. **Consultation Paper and Draft Decision:** During Phase 7, the consultant shall submit the Consultation Paper and Draft Decision which shall detail all relevant issues along with TRA's proposal on definition of markets, identification of relevant markets, assessment of dominance and placement of suitable remedies on dominant licensees with suitable justifications.
6. **Position Statement:** As a result of consultation with stakeholders, comments on the Consultation Paper(s) and Draft Decision will likely be received regarding the principles and methodology used in defining the markets and the resultant position with respect to dominance in those markets along with the remedies proposed. The consultant will evaluate all the comments received and prepare a Position Statement which will form the basis of the TRA's final decision.
7. **Final Decision:** At the end of Phase 7, the consultant shall submit Final Decision which shall contain TRA's decision on definition of markets, identification of relevant markets, assessment of dominance and placement of suitable remedies on dominant licensees.

2.30.12 Timeframe:

The TRA expects to complete this assignment within twelve (12) months from the date of signing the contract. However, the above indicated timeframe will be discussed and firmed-up/rationalized in consultation with the selected consultant.

2.30.13 Special Issues:

(i) Project Plan and Costs:

The consultant needs to provide a detailed work plan including timeframes for the completion of the activities described above. Any other activities; which are not listed above, and the consultant already envisages that would be required for the successful completion of the project, should be included in the proposal. For each Phase of the project, the work plan must include the resources allocated to the project together with the time allocated per resource.

(ii) Team Composition:

Given the technical nature of the subject and the complexities envisaged in carrying out this analysis, it is imperative that the consultant ensures that all the team members working on the project have the necessary technical, economic and legal expertise and experience to complete the project successfully. The consultant shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. All members of assigned team should have a proven track record in conducting similar assignments. The consultant shall also provide information on the experience of each person relevant to the performance of the work.

The consultant should provide as much information as possible regarding the number, qualifications, experience and training, of the team assigned for this engagement. The consultant should also indicate how the quality of staff over the term of the agreement will be assured.

(iii) Consultant's Presence in Oman:

It is required that in order to best serve the requirements of the project, the consultant spend significant time in field research, hands-on support, transfer of knowledge and training of the TRA. For this purpose, the consultant is required to indicate in its proposal number of days each member of assigned team will spend time in Oman.

(iv) Approval of Deliverables:

Following receipt of each deliverable, the TRA may:

- Approve the deliverable, with or without comments or reservations; or
- Reject the deliverable and provide the consultant the grounds of such rejection. The consultant shall then submit the replacement deliverable within the time period indicated by the TRA.

(v) Independence:

The consultant shall provide an affirmative statement that it is independent and bears no conflict of interest whatsoever with other work carried out on behalf of any undertaking.

The consultant shall also list and describe the professional relationships involving any authorized undertaking in Oman in the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed work described in this tender. The consultant shall maintain its independence throughout the contract period.

(vi) Miscellaneous:

- Throughout the duration of the engagement, the consultant is required to keep close contact with the TRA designated staff ensuring that they are kept abreast with all developments.
- The reports and other documents produced by the consultant shall be the property of TRA and TRA shall have full right to use it for its own purposes in whatever way it deems appropriate.
- The consultant is required to conduct workshop/meetings with stakeholders on the above issues as well as presentations to TRA management.
- The consultant shall be responsible to prepare minutes of all meetings held with TRA and/or licensees.
- The consultant shall submit draft papers to justify its recommendations, where required. In doing so, the consultant is expected to provide practices and experiences of other countries.
- The consultant shall involve the designated staff of TRA in the work to transfer the knowledge.
- The consultant shall undertake to provide distant support up to 9 months after issuance of Final Decision in resolving any issues with the stakeholders and clarifying issues during this period. The TRA will liaise on any objections or request of reconsideration of the decision from licensees to the consultant, who will provide a well-reasoned and justified response within 5 working days.

2.31 Approximate Timeline for Major Events

Major Event	Project Stage	Timeframe
Bid Invitation	Stage I	Day 1
Queries on the project	Stage II	14 Days from the date of notice of Tender
TRA respond to queries	Stage III	14 Days from end of Stage II
Deadline for submission of bids	Stage IV	14 Days from end of Stage III
Evaluation of bids and selection of preferred consultant	Stage V	21 Days from end of Stage IV
Contract finalization	Stage VII	21 Days from end of Stage V

Note: The timelines for the actual study part may be slightly revised after discussion with the selected consultant to make the targets more practical and reasonable.

3.0 Schedule of Prices

SL. No.	TASK	CATEGORY OF STAFF	TOTAL MAN- MONTHS	MAN-MONTH RATE (R.O)		TOTAL PRICE R.O
				WORDS	FIGURES	
1						
TOTAL CARRIES TO THE FORM OF TENDER						

4.0 Standard Forms

Form 1

Form of Tender

DESCRIPTION OF SERVICES: Consultancy Services/ contract for the Review of Market Definition and Dominance

To: H.E. The Executive President
TRA
P.O. Box 3555, Seeb
Postal Code 111
Sultanate of Oman

Your Excellency,

1. Having examined the Instructions to Tenderers, Conditions of Engagement, Scope of Services and Schedule of Prices for the execution of the above-named Services, we, the undersigned, offer to execute, complete the whole of the said Services in conformity with the said Instructions to Tenderers, Conditions of Engagement, Scope of Services and Schedule of Prices for the sum of Rials Omani
.....
(R.O.....) or such other sum as may be ascertained in accordance with the said Conditions.
2. We undertake if our Tender is accepted to commence the Services within 15 days of receipt of the TRA's order to commence and to complete the whole of the Services comprised in the Contract in accordance with the stipulated timeframe from the day on which the Services are to be commenced.
3. If our Tender is accepted, we will obtain a Professional Indemnity Policy from a registered Insurance Company or Bank to be jointly and severally bound per indemnity clause 2.3.2 and 2.3.3 to cover our liability for the due performance of the Contract under the terms of a professional Indemnity Policy to be approved by you.
4. We agree to abide by this Tender for a period of 90 days from the last 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.
5. In the event of our Tender being accepted and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding obligation upon us.

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

7. We acknowledge receipt of the following circular letters and/or Addenda:

Reference number

Date

.....
.....
.....
.....
.....
.....

and confirm we have taken account thereof in our Tender.

Dated this day of

Signature..... in the capacity of

Duly authorised to sign Tenders for and on behalf of.....

.....

(IN BLOCK CAPITALS)

Witness.....

Address.....

Occupation.....

Form 2 (Tender Bond need only be provided if required under clause 1.0 of the invitation of tender.)

H.E. The Executive President
TRA
P.O. Box 3555, Seeb
Postal Code 111
Sultanate of Oman

Your Excellency,

TENDER BOND NO.

By this bond, we..... whose address is
..... hereby guarantee Messrs
of and hold at your disposal the sum of R.O.
..... being 2% (two percent) of the Tender Value
from until a total period of ninety (90) calendar days.

This bond shall be free of interest and payable in cash on your first written demand in the event of the Tenderer either withdrawing his Tender within a period of ninety (90) calendar days from the date for the receipt of Tenders or failing to provide an indemnity insurance within ten (10) calendar days of acceptance of the Tender whichever date is earlier without any reference to or contestation on behalf of the Tenderer.

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

Authorised Signatories

(To be issued by a locally registered bank)

Form 3

International experience in similar projects

No.	Client	Project Description	Specific Role of Bidder	Period during which work was performed
1				
2				
...				

Form 4

Experience in relevant similar projects in the Middle East

No.	Client	Project Description	Role of Bidder	Period during which work was performed
1				
2				
...				

Form 5

Description of Oman Office including availability of support facilities

Name of Employee	Designation	Qualifications	Support Facilities Available

Form 6

List of personnel to work on assignment

No.	Name	Position	Proposed role/responsibility in the assignment	Relevant experience in similar assignments	% of time working on assignment
1					
2					

Form 7

CV's of personnel listed in Form 5 for each person to include:

Name

Nationality

Year of Birth

Profession

Specialization

Position in bidder's company

Year of joining bidder's company

Key qualifications

Relevant and similar experience

Language capability

Form 8 (Need only be provided if advance payment is requested)

Form of Bank Guarantee

H.E. The Executive President
Telecommunication Regulatory Authority
P.O. Box 3555, Seeb
Postal Code 111
Sultanate of Oman

Your Excellency,
Advance Payment Bond No.....

Whereas..... (Hereinafter called the Consultant) has been awarded a Contract dated for **CONSULTANCY SERVICES the Review of Market Definition and Dominance** for the value of RO.....(Rials Omani.....) and in consideration of your making an advance payment of R.O. to the Consultant being 10% (ten percent) of the Fees, 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 Consultant.

It is understood that our liability towards you will be progressively reduced by the amount repaid to you by the Consultant as contained in the Certificates and Payments against the said advance payment.

This bond will be effective from and shall be valid until, or until the amount of the advance payment is fully recovered, whichever is later.

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

Authorized Signatories

(To be issued by a locally registered bank)

Form 9

The Consultant should complete the following table fully in order to ensure the Adherence to this Tender Document. Please mark with (✓) and state reasoning under Remarks for anything other than “Compliant”

Tender Item	Compliant	Partially Compliant	Not Compliant	Remarks
1.0				
1.1				
1.2				
1.3				
1.4				
1.5				
1.6				
1.7				
1.8				
1.9				
1.10				
1.11				
1.12				
1.13				
1.14				
1.15				
1.16				
1.17				
1.18				
1.19				
1.20				
1.21				
1.22				
1.23				
1.24				
1.25				
1.26				
1.27				
1.28				
1.29				
2.0				
2.1				
2.2				
2.3				
2.3.1				
2.3.2				
2.4				
2.5				
2.6				
2.7				

Tender Item	Compliant	Partially Compliant	Not Compliant	Remarks
2.8				
2.9				
2.10				
2.11				
2.12				
2.12.1				
2.12.2				
2.12.3				
2.12.4				
2.13				
2.14				
2.15				
2.16				
2.17				
2.18				
2.19				
2.20				
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2.23				
2.24				
2.25				
2.26				
2.27				
2.27.1				
2.27.2				
2.27.3				
2.27.4				
2.27.5				
2.28				
3.0				
3.1				
3.2				
3.3				
3.4				
3.5				
4.0				
5.0				
6.0				
7.0				

5.0 Form of Agreement

This agreement is made on the day of..... between the Government of the Sultanate of Oman, represented by the TRA, P.O. P.O. Box 3555, and Postal Code 111, Seeb Sultanate of Oman (hereinafter called "the Client") of the one part and M/S. (Hereinafter called "the Consultant") whose registered office is at of the other part.

Whereas the Client is desirous that Consultancy Services be rendered in accordance with the Conditions of Agreement as contained herein and the Consultant 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: **CONSULTANCY SERVICES for the review of Market Definition and Dominance**

Now these present witnesses and it is hereby agreed and declared by and between the parties hereto as follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Engagement hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:-

The Invitation to Tender
The said Tender
The Instructions to Tenderers
Conditions of Engagement
The Scope of Services
The Schedule of Prices
The Letter of Acceptance

**
.....
.....

** Other additional documents as required

3. In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned the Consultant hereby covenants with the Client to perform the consultancy services in conformity in all respects with the provisions of the Contract.

-
4. The Client hereby covenants to pay the Consultant in consideration of the execution and completion of the Services the Contract Value at the times and in the manner prescribed by the Contract.

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 authorized
Signatory for and on behalf of
the Client

.....

Witness

Signed by a duly authorized
Signatory for and on behalf of
the Consultant

.....

Witness

APPENDIX A **FORM OF AGREEMENT**

CONSTITUTION OF PRACTICE AND/OR COMPANY

The Consultant shall together with his Tender submit a bound volume containing a copy of each of the following currently valid certificates and documents with the exception of professional Indemnity Policy item (10) which may be provided with 15 days of issuing the contract:

1. The Registration Certificate of the Practice/Company at the Commercial Registration Department of the Ministry of Commerce and Industry or as may be appropriate.
2. The Licence approved and issued by the Department for Professional and Trade Authorisation of the Ministry of Commerce and Industry.
3. The Certificate of Membership of Practice/Company with the Oman Chamber of Commerce and Industry.
4. The Certificate of Registration with the Tender Board.
5. The name of the responsible person authorized to sign the Form of Agreement, his specimen signature and Letter of Authority from the Practice/Company.
6. The name of the person or persons who will be responsible for the provision of the services to be rendered together with their Curriculum Vitas.
7. The name of the Person or Company if any who is the Agent of the Consultant in the Sultanate of Oman together with the Certificate evidencing the Agency.
8. List of current projects with approximate construction values for which the Consultant is at present providing services to Government organisations and the private sector together with the commencement dates of such services and the anticipated completion dates.
9. List of projects completed during the previous five years in the Sultanate of Oman with the Contract Price and the name of the Client.

-
10. A Professional Indemnity Policy drawn with an Insurance Company evidencing that there is sufficient cover for the possible non-performance of the Consultant's Services as contained in this Agreement, and as required by Clause 2.3.2 of the Conditions of Engagement.

APPENDIX B **FORM OF AGREEMENT**

- | | | |
|----|------------------------------|----------------|
| 1. | LANGUAGES FOR CORRESPONDENCE | English |
| 2. | SET OF DOCUMENTS: | |
| | All reports | 2 sets |
| 3. | DETAILS OF SUPERVISORY STAFF | Not Applicable |
| 4. | TIME SCHEDULE | |
-

APPENDIX B TO FORM OF AGREEMENT - (CONTD)

5. CONSULTANCY SERVICES REMUNERATION RO. (Rials Omani
.....
.....) being a
fixed lump sum amount.
6. AMOUNT OF INSURANCE COVER

Note: Consultant shall provide a detailed breakdown showing the numbers and types of personnel to be employed and the applicable monthly rate for each person.

APPENDIX C **FORM OF AGREEMENT**

PROFESSIONAL SERVICES

Manager / Partner	_____	ph / pd /pm *
Senior Accountant	_____	ph / pd /pm *
	_____	ph / pd /pm *
_____	_____	ph / pd /pm *
_____	_____	ph / pd /pm *
_____	_____	ph / pd /pm *
_____	_____	ph / pd /pm *
_____	_____	ph / pd /pm *
_____	_____	ph / pd /pm *
_____	_____	ph / pd /pm *
_____	_____	ph / pd /pm *

Note: The above rates are to be fully inclusive of all costs, overheads and profit, and all things whatsoever necessary for the provision of the Services required.

* delete where inapplicable.

APPENDIX D **FORM OF AGREEMENT**

NAMES AND ADDRESS OF SUB-CONSULTANTS AND SERVICES TO BE RENDERED.

NAME

ADDRESS

CR NO. & OCCI NO.

SERVICE

NAME

ADDRESS

CR NO. & OCCI NO.

SERVICE

NAME

ADDRESS

CR NO. & OCCI NO.

SERVICE

6.0 Tenderer's Enclosures

Details of Company Profile, Commercial Registration, Computer Printout of Ministry of Commerce and Industry, Local Sponsor, Principals, Agreement with Principal(s)/Manufacturer(s), Main Field of Business, Experience Certificates from Clients for whom the Tenderer has performed identical Consultancy Services etc.

CV's of the proposed Consulting Staff.

Detailed time schedule for the implementation of the Consultancy Services and manpower utilization chart.

Note: The Tenderer may insert continuation sheets as required.

APPENDICES

APPENDIX A - CONSTITUTION OF PRACTICE AND/OR COMPANY

The Consultant shall together with his Tender submit a bound volume containing a copy of each of the following currently valid certificates and documents with the exception of professional Indemnity Policy item (10) which may be provided with 15 days of issuing the contract:

1. The Registration Certificate of the Practice/Company at the Commercial Registration Department of the Ministry of Commerce and Industry or as may be appropriate.
2. The License approved and issued by the Department for Professional and Trade Authorization of the Ministry of Commerce and Industry or equivalent.
3. The Certificate of Membership of Practice/Company with the Oman Chamber of Commerce and Industry, if applicable.
4. The Certificate of Registration with the Tender Board, if applicable.
5. The name of the responsible person authorized to sign the Form of Agreement, his specimen signature and Letter of Authority from the Practice/Company.
6. The name of the person or persons who will be responsible for the provision of the services to be rendered together with their Curriculum Vitas.
7. The name of the Person or Company if any who is the Agent of the Consultant in the Sultanate of Oman together with the Certificate evidencing the Agency.
10. List of current projects with approximate construction values for which the Consultant is at present providing services to Government organizations and the private sector together with the commencement dates of such services and the anticipated completion dates.
11. List of projects completed during the previous five years in the Sultanate of Oman with the Contract Price and the name of the Client.
12. A Professional Indemnity Policy drawn with an Insurance Company evidencing that there is sufficient cover for the possible non-performance of the Consultant's Services as contained in this Agreement, and as required by Clause 2.5 of the Conditions of Engagement.

APPENDIX B - FORM OF AGREEMENT

1. **LANGUAGES FOR CORRESPONDENCE**

2. **DETAILS OF SUPERVISORY STAFF**

3. **TIME SCHEDULE**

4. **CONTRACT: Consultancy services for the
Renewal of Public Mobile Telecommunications
Licenses in the Sultanate of Oman** RO. (Rials Omani
.....
.....) being a
fixed lump sum amount.

5. **AMOUNT OF INSURANCE COVER**

Note: Consultant shall provide a detailed breakdown showing the numbers and types of personnel to be employed and the applicable monthly rate for each person.

APPENDIX C- PROFESSIONAL SERVICES Unit rates (Rial Omani)

Project Manager	ph / pd /pm *
Senior Consultant	ph / pd /pm *
Consultant1	ph / pd /pm *
Consultant2	ph / pd /pm *
Managers	ph / pd /pm *
Executives	ph / pd /pm *
Support Staff	ph / pd /pm *

Note: The above rates are to be fully inclusive of all costs, overheads and profit, and all things whatsoever necessary for the provision of the Services required.

* delete where inapplicable.

APPENDIX D– Details of sub consultants

NAMES AND ADDRESS OF SUB-CONSULTANTS AND SERVICES TO BE RENDERED.

NAME

ADDRESS

CR NO. & OCCI NO.

SERVICE

Key Personnel

NAME

ADDRESS

CR NO. & OCCI NO.

SERVICE

Key Personnel

APPENDIX E– Project Charter

The TRA prepared project charter will be provided as separate document for the successful bidder to fill in his relevant parts.

FORM OF PERFORMANCE BOND

H.E. The Chief Executive
Telecommunications Regulatory Authority
P.O. Box 3555,
Postal Code: 111, Seeb,
Sultanate of Oman

Performance Bond No.

Whereas(hereinafter called the Consultant), has been awarded a contract dated for the construction, completion and maintenance of for the value of R.O..... (Rial Omani.....) by this bond wewhose address is are held and firmly bound unto the Government of the Sultanate of Oman represented by the Telecommunication Regulatory Authority (TRA), Muscat in the sum of R.O..... being% of the Contract Value.

We agree to make unconditional payment under this bond on your first written demand without any reference to or contestation on behalf of the

Consultant provided the claim is received by us on or on before

.....

The Guarantee will be effective from..... and shall be valid up to
..... after which date our liability shall automatically cease.

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

Authorized

Signatories.

(To be issued by a locally

registered bank)