SCOPE OF WORKS

3.1 GENERAL

The OMAN WATER & WASTEWATER SERVICES COMPANY (hereinafter termed as "the Employer") intends to appoint a qualified Contractor to carry out the Works of transporting water from Al Jarda TFS to Mazraa Al Soos & Miss Reservoirs at Al-Sharqiyah North Governorate.

(hereinafter referred to as "the Works").

3.2 SCOPE OF WORKS

The Contractor shall do all required in compliance with the Conditions of Contract, this Scope of Works and other relevant sections of the Tender Document toTransporting water from Al Jarda TFS to Mazraa Al Soos & Miss Reservoirs at Al-Sharqiyah North Governorate. Also the delivered quantity will be collected from OWWSC flow meter reading in each month:

| SI. | From | To (Delivery Point) | Qty of Water to be |
|-------|--|---|----------------------------|
| No: | | | transported per day in Cum |
| 1 | Al Jarda TFS in North Al Sharqiyah Governorate | Mazraa Al Soos & Miss Reservoirs in North Al Sharqiyah Governorate | 116 M³ |
| TOTAL | QUANTITY OF WATER | (116))M ³ | |

The Works are to be carried out in compliance with the aspects mentioned in the following sections.

3.2.1 VEHICLE REQUIREMENT

The Contractor undertakes that he shall deploy his Vehicle/Water Tanker(s) for the sole purpose of water supply to the designated Delivery Point (s), for the whole duration of the Contract Period. However, the Employer shall increase and/or decrease the quantity of the water transportation (i.e. the quantity of water transportation as specified in the Tender may vary; i.e. more or less quantity as specified) in accordance with the Employer's requirement.

The vehicle(s) used by the Contractor shall comply in all respects of the standard specification of the Sultanate. The Contractor shall strictly follow the below mentioned points during the tenure of the Agreement. i.e.

- a) The Contractor shall transport drinking water as certified by tankers from Al Jarda TFS to Mazraa Al Soos & Miss Reservoirs at Al-Sharqiyah North Governorate.
- b) The Contractor shall keep and maintain the vehicle in good working condition and shall service the vehicle periodically without any extra cost to the Employer.
- c) The Contractor shall ensure that the vehicle are externally washed and cleaned at regular intervals and maintaining an overall good appearance.
- d) The vehicle shall meet the general standards of the Sultanate of Oman fitness for transportation of Water. In order to ensure the above, it is the responsibility of the Contractor to present the vehicle for inspection as and when required by the Employer.
- e) The vehicle should have a valid Royal Oman Police Registration.
- f) The vehicle should have a valid municipal health certificate for the transportation of drinking water.
- g) The contractor shall furnish at each delivery point (if required) not limited to the following storage facility, Pumps, Hoses, cables, pipes, flow meters, coupling, DG set,...etc

- h) The contractor shall be responsible to make sure the required amount of water is delivered at delivery points
- i) The contractor should work 24/7 to ensure availability of the water.

3.2.2 DELIVERY AREA AND PROCEDURE

3.2.2.1 The Contractor Transporting Distributing and Uploading of (200m3/ Day) of water from the Tankers Filling Station Al Sarhat & AL Sahmi to the Tanks of the water network of Khadar Al Makateem, Skhiyat, Al Qula & Al Safa village in the state of Al-Khabourain North Batinah Governorate as per OWWSC standard with Flow Meter at each location:

| SI. No: | From | To (Delivery Point) | Qty of Water to be transported per day in Cum |
|------------|--|---|--|
| 1 | Al Jarda TFS in North Al Sharqiyah Governorate | Mazraa Al Soos & Miss Reservoirs in North Al Sharqiyah Governorate | 116 M ³ |
| TOTAL | L QUANTITY OF WATE | (116))M ³ | |

The Contractor shall ensure that the vehicle is parked in a appropriate place designated by the Employer, at the time of filling, delivery and when it is idle.

- 3.2.2.2 The Employer's Delivery Notes will be the sole basis for accountability as to the quantity loaded in each vehicle at the Employer's notified water tanker point. For each trip of transportation of Water, the Contractor will ensure that his driver:
 - a) loads into the tanker compartments the quantity printed on the Delivery Note;
 - b) checks the actual loaded quantity is the same as the quantity printed on the Delivery Note by the meter quantity printed on the delivery note and the compartment dips;
 - c) ensures the product loaded into the compartments of the vehicle are in the same order as mentioned in the Delivery Note;
 - d) signs the Delivery Note acknowledging acceptance of the consignment for delivery;
 - e) obtains the authorized signature at the Delivery Point on the Employer's documents.
- 3.2.2.3 The Contractor shall be responsible for care, safety and protection at the time of transportation of the water. The Contractor shall indemnify and keep indemnified the Employer against all claims for loss, damage, shortage, leakage, deviation, mis-delivery, contamination, delay or detention thereof from any cause whatsoever excluding Force Majeure. The Contractor shall cover himself with a suitable Insurance against all losses and any other damages.
- 3.2.2.4 Any direct costs resulting from the water contamination through wrong delivery shall be borne by the Contractor. Such costs shall include the cost of water, handling and transportation, loss of revenue and any other direct cost whatsoever.
- 3.2.2.5 The Contractor's driver shall ascertain on arrival at the destination the correct storage tank(s) for water.

3.2.3 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.

- 3.2.3.1 The Contractor will load whatever quantity the Employer will require to be loaded in the contracted vehicle in accordance with the trip times agreed with the Employer from time to time.
- 3.2.3.2 The vehicle when loaded must travel directly to the Delivery Point and deliver the same on the same day. In the event, the vehicle is loaded late, the delivery shall be made on early next day, provided the Contractor parks the loaded vehicle in a safe place.
- 3.2.3.3 If the Contractor fails to provide the necessary Services in accordance with the Agreement, the Employer reserves the right to appoint another contractor to cover the Contractor's shortfall. If the shortfall is proven, then the cost involved by the Employer shall be deducted from the Contractor's monthly payment. The Employer shall, however, inform the Contractor about the shortfall by telephone in first time and if repeats, shall serve by a letter.
- 3.2.3.4 The Contractor shall, as soon as practically possible, rectify any defects the vehicle used for the purpose of the Services upon these defects are brought to his knowledge and attention. The Employer reserves the right to reject for loading water unless the defects pointed by the Employer are not rectified.
- 3.2.3.5 The Contractor shall strictly comply with the rules and regulations issued in time to time by the Directorate General of Traffic, Royal Oman Police, Sultanate of Oman.
- 3.2.3.6 It is the sole responsibility of the Contractor for any and/or all expenses whatsoever incurred as a result of breakdown or accidents of the vehicle.
- 3.2.3.7 The Contractor shall replace as soon as possible upon receipt of the notification in writing by the Employer that the Contractor's driver(s) or laborer(s) for dishonesty, unpunctuality, indiscipline or disobedience of any reasonable orders by the Employer in connection with the contracted work. Immediate replacement of driver shall be taken by the Contractor, in the event of drunkenness or severe safety hazards created by the Contractor's driver(s)/employee(s), whilst performing within the terms and conditions of the Agreement.

3.2.4 SAFETY AND SECURITY

- 3.2.4.1 In the process of loading and unloading, the vehicle shall be parked in an appropriate location at the Employer's water tanker point and Delivery Point, the Contractor's drivers should follow the necessary safety rules applicable in the Sultanate.
- 3.2.4.2 All vehicles will be fitted with seat belts of a type approved by the Government, which must be worn by the drivers at the time of driving. It is the entire responsibility of the Contractor to pay any penalty or fine applied by the Royal Oman Police due to over speed or not wearing seat belts etc.
- 3.2.4.3 The Contractor will advise the names of the designated drivers and laborers to work under the terms of Agreement prior to the Agreement becoming effective. The Contractor shall provide a written notification to the Employer in the event he wishes to replace any and/or all of his personnel employed under the Agreement, provided that the Contractor shall inform in writing to the Employer of the names of the suitable replacement staff.
- 3.2.4.4 The Employer shall have the right to reject any driver proposed by the Contractor if the Employer is not satisfied with the driver's performance during the tenure of the Agreement.
- 3.2.4.5 No driver shall be appointed under the age of twenty five (25). The driver should a Omani National and have a valid ID card. Any driver proposed to appoint by the Contractor should have a valid Omani Driving Licence and he should also be insured along with the Vehicle.

3.2.5 QUALITY CONTROL

- 3.2.5.1 The Contractor will ensure that the tanks of the vehicle and trailer are clean and free from contamination.
- 3.2.5.2 The Employer reserves the right to require the Contractor to provide with a suitable lining inside the trailer compartments, for transportation of the water. The Employer will, from time to time have the right to inspect the vehicle compartments and the Contractor will rectify at his own cost any eventful fault discovered by the Employer or its agents, within a reasonable time.