

Request for Project Sales Order

Company Name: BRANCH NAFFCO - KSA (Jeddah)

Customer Name: Alsaad General Contracting

Project Name: KEC HUB project

Opportunity No. 0930093

Quotation Ref #: PO# SGC/PRO/WAMP/2023-07 //QTN# 020426/07-23
&NAF/BMS/JOH/TDK-041/REV07

Sales Person : Eng. Tareq Salah

Document for customer: ☒ * LPO ☐ LOI ☐ CONTRACT

Payment Terms: 20% Advance(60 days credit) / 70% Through progress / 10% Retention

Approval Status:

- a) Material Status: ☐ Approved ☐ Not Approved
- b) Drawing Status: ☐ Approved ☐ Not Approved

Approved By:

Eng. Tareq Salah
Salesman

Eng. Mohammed Abu Sheikha
Sales Manager

Eng. Firas Zidan
Area Manager

Mr. Faisal Abdullah
Accounts Manager

Eng. Ahmed Burhan
General Manager

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فرع شركة اجنبية ذات مسؤولية محدودة - م.ن (الرياض) : 1010305988 , م.ن (جدة) : 4030282718

* please open Temporary Budget around 1.M. until
sign the contract which will be within 2-3 week
16/7/2023



Ref: SGC/PROC/WAMP/2023-07

June 25, 2023

M/s. **Branch of National Fire Fighting Manufacturing (NAFFCO)**
P.O. Box- 128121 Jeddah 21362 KSA
Tel.: +966 12 260 8888

Attn.: Mohammad Abu Sheikha
Sales & Marketing Manager Western
Mob. +966 562915986

Sub: **KEC HUB Project - The Finishes & MEP Works for the Mall Building**
Fire protection system, Fire Alarm system, Public Address & Voice Annunciation system, Central
Battery system and Building Management system Package – Conditional Letter of Award (Revision 1)

Gentlemen,

Reference to the Subcontractor's Branch of National Fire Fighting Manufacturing (NAFFCO) offer reference QTN-020426-07-23-08-23&NAF-BMS-JOH-TDK-041-REV07 dated June 19, 2023, the Contractor (Alsaad) hereby confirms its intent to sublet to the Subcontractor the Fire protection system, Fire Alarm system, Public Address & Voice Annunciation system, Central Battery system and Building Management system Package of the above-mentioned Project conforming to the following terms and conditions.

Please note that this Letter of Award is conditional and subject to Engineer's approval on the Subcontractor's technical submittal, material submittals and necessary accessories required to complete Fire protection system, Fire Alarm system, Public Address & Voice Annunciation system, Central Battery system and Building Management System Package Works.

1. Scope of Work:

The Scope of Works under this Subcontract to be executed by the Subcontractor includes the Fire protection system, Fire Alarm system, Public Address & Voice Annunciation system, Central Battery system and Building Management system Package including all the material and necessary accessories as per approved project Specifications and Drawings and remedying of any defects therein.

2. Bill of Quantities and agreed unit rates:

Project BOQ

3. The Subcontract Price includes the following:

- a) The Subcontract Price is Lump Sum, and amounts due to the Subcontractor are to be paid by the Contractor only after payment by the Employer to the Contractor of such amounts under the Main Contract, or within 60 days after Contractor's approval of corresponding monthly Progress Payment Certificate.
- b) All stated subject works should be in full compliance with Project Specifications and Sections as stated in Drawings.
- c) The above rates shall be fixed for the terms of this agreement and not subject to any change, including any fluctuations in the material and component prices, as per contract clauses that will be agreed upon.
- d) The Subcontract Documents are listed in the below order of priority:

1. Subcontract Agreement
2. Letter of Award reference SGC/PRO/WAMP /2023-07 dated June 24, 2023
3. Conditions of the Subcontract
4. Appendix to Tender;
5. Appendix A – Mandatory Flow-Down Provisions;
6. Appendix B – Division of Responsibility Matrix;
7. Subcontract Scope of Works;
8. Main Contract Specifications;
9. Main Contract Drawings;
10. Main Contract Bill of Quantities relevant to captioned work scope.
11. The Acknowledgement of the Assignment of Contract Proceeds

- e) The Subcontractor shall submit a full compliance sheet with a full technical submittal upon receiving Letter of Award.

C.R. 4030039641 / Capital SR. 75,000,000

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- f) Delivery of the material as per the Site requirements and Schedule.
- g) Ordering Material for execution will be managed separately as per the Site condition and the Employers' priorities.
- h) Preparation of shop drawings and as-built Drawings form part of the Subcontractor's Scope.
- i) Preparation of Operation and Maintenance manuals form part of the Subcontractor's Scope.
- j) Housekeeping of areas relevant to the Subcontract Works form part of the Subcontractor's Scope.
- k) The Subcontract Scope includes the protection of the Works until handing over the Works to the Contractor and certifying the same by the Consultant/Engineer.
- l) Subcontractor should provide all the necessary Test Certificates upon request for the same.
- m) Subcontractor should ensure following all the safety and health measures of workmen and submit safety plan for approval prior to proceeding with any works on Site.
- n) Third-party certificates and any third-party tests required by Employer/Engineer form part of the Subcontractor's scope as required in project specifications.

4. Quantity and Method of Measurement:

M/s Branch of National Fire Fighting Manufacturing (NAFFCO) has accepted and signs the Lump Sum Contract with M/s Alsaad according to the Project Specifications, Drawings, and Project quantities, whereas the Lump Sum Subcontract Price is fixed covering the upward or downward variation of quantities, if any.

5. Payment Terms:

The Subcontract payment terms are as follows:

- **20% Advance Payment:**
To be released against the Subcontractor's submission of Bank Guarantee in SAMA format valid until the recovery of full Advance Payment amount (Reducible with every Payment Certificate).
- **70% Thru Progress Payment Certificates**
 - 50% of the value of subcontract Agreement upon supply, inspection, and material approval by the Contractor.
 - 20 % of the subcontract Price upon the installation and approval of the Subcontract Works by the contractor.
- **10% Retention:**
 - 5% to be released after Six (6) months from Testing & Commissioning.
 - 5% to be released @ Final Handing Over (FHO) of project, Being One (1) year after Preliminary Handing Over (PHO) of the project.

The Contractor shall pay the Subcontractor within 60 days after approval to the relevant submitted monthly progress payment certificate breakdown.

The Contractor shall be entitled to withhold or defer payment of all or part of any sums due where the amounts included in any Statement are not certified by the Engineer or where the Employer has failed to make payment in full, providing such failure to certify or make payment is not due to the act or default of the Contractor.

6. Increase or Decrease in Scope of Work:

The Contractor has the full right to increase or decrease the Scope of Works covered hereunder by +/- 20% of the Total contract value with the same unit rates and prices, for all project items, as per the contractual Bill of Quantities (BOQ).

7. Schedule of Works:

The Subcontractor shall comply with the Contractor's Project Schedule (Which will be provided after consultant approval) and any revision thereof for the execution of the Works as instructed by the Contractor. In no case, the Subcontractor shall delay the release of any area requested by the Site Management.

8. Milestones:

The Subcontractor shall comply with the below completion durations for each stage:

[Handwritten signature]

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- Preparation of drawings: First submission Basement and ground level to be completed by 10th July 2023, the remaining levels will be completed end of July 2023.
- Manufacturing and delivery: manufacturing is to start immediately after materials approval, and all materials are to be delivered immediately and to be completed ~~before the end of September 2023~~ *as per project schedule.*
- Installation: to be started immediately and to be ended as per the project schedule.
- Testing and commissioning: As per the project schedule

9. Price Inclusions:

29,700,000 SR (Saudi Riyal Twenty Nine Million Seven Hundred Thousand Only)

Price is inclusive but not limited to the following:

- Providing Warranty Certificates and maintenance services for the works as per project specifications

10. Subcontractor's General Responsibilities:

- Subcontractor's Compliance with the Project's Specifications: The Subcontractor is responsible for executing the Subcontract works in compliance with the Project Specifications related to the Subcontract Works. The Subcontractor shall be held solely liable for the consequences resulting from its non-compliance with any requirement stipulated under the Specifications.
- Variations for Subcontract Works: The Subcontractor shall only make such variations of the Subcontract Works, whether by way of alteration, addition, or omission, as may be instructed by:
 - a. The Engineer under the Main Contract and notified and confirmed as an instruction to the Subcontractor by the Contractor, or
 - b. The Contractor.Any instruction relating to the Subcontract Works which is given by the Engineer under the Main Contract and constitutes a variation thereunder shall be deemed to constitute a variation of the Subcontract Works, if notified and confirmed by the Contractor in accordance with paragraph (a) of this provision.
- Valuation of Variations: Any variation related to the Subcontract works, which also constitutes a variation under the Main Contract, shall be treated on a back-to-back basis with the Engineer's determination of the corresponding valuation. This applies both to variations instructed by the Engineer to the Contractor under the Main Contract as well as requests for variation raised by the Subcontractor to the Contractor under the Subcontract, with no distinction.

11. Performance Bank Guarantee:

The Subcontractor shall provide a Performance Bank Guarantee in the amount of 10% of Subcontract Price and shall be valid till the issuance of the Defects Liability Certificate under the Main Contract.

12. Liquidated Damages:

The Subcontractor shall ensure their full compliance with requirements of Main Works Schedule and that all matters relating to this work package do not delay or hinder the progress of works. If the Subcontractor fails to comply with the Subcontract Time for Completion, it shall pay to the Contractor ~~0.002~~ *10%* of the Subcontract Price for ~~every day~~ *week* of delay. The total Liquidated Damages paid by the Subcontractor to the Contractor shall not exceed in aggregate the value of 10% of the Subcontract Price excluding the management and supervision fees incurred by the Contractor under the Main Contract.

13. Warranties and Maintenance Services

The Subcontractor shall provide Warranties and maintenance services to its Works as per Section of the Specifications.





Kindly confirm by return your acceptance to the conditions of this Letter of Award no later than 20 June, 2023 in order to have this agreement binding by both parties.

However, after the Subcontractor's confirmation on this LOA, both parties shall sign an official Subcontract Agreement, which will have precedence over this LOA.


We look forward to receiving your response shortly.

Best regards,

For Alsaad General Contracting Co. Ltd.


Eng. Fadi Baassiri
Director of Corporate Procurement

Acknowledged and
Accepted by: NAFCO


Mohammad Abu Sheikha
Sales & Marketing Manager Western

CC. Eng. Maher Arafat
Eng. Alhaytham Nassr
Eng. Yasser Mnaour



Ref. 020426/07-23, 08-23 & NAF/BMS/JOH/TDK-041/REV07
M/s. AL SAAD GENERAL CONTRACTING CO. LTD.
Al Madinah Al Munawarah City
Attn. : MR. AL HAYTHAM NASER (+966.59.309.1448)
Project : KEC HUB (WASAT AL MADINAH) - KNOWLEDGE ECONOMIC CITY

Date : 19-Jun-2023

Dear Sir,

Thank you for your enquiry. We are pleased to quote for the above mentioned project. Our offer for Engineering, Supply & Installation w/ Testing & Commissioning of Fire Fighting Pump Set, Sprinkler System, Fire Fighting System, Pipes, HFC-227ea System, Foam System, Fire Alarm System, Public Address & Voice Annunciation System, Central Battery System & Self-Contained Emergency/Exit Light System & BMS System. Equipment is as follows:

SN.	System Description	Price
1	FIRE PROTECTION SYSTEM (Qtn Ref. 020426/08-23 Dated 13-Jun-2023)	SAR 15,750,000.00
2	FIRE ALARM SYSTEM, PUBLIC ADDRESS & VOICE ANNUNCIATION SYSTEM, CENTRAL BATTERY SYSTEM & SELF-CONTAINED EMERGENCY/EXIT LIGHT SYSTEM (Qtn Ref. 020426/07-23 Dated 12-Jun-2023)	SAR 10,242,369.00
3	BMS SYSTEM (Qtn Ref. NAF/BMS/JOH/TDK-041/REV07 Dated 13-Jun-2023)	SAR 4,323,000.00
Sub Total		SAR 30,315,369.00
Additional Special Discount		SAR 615,369.00
Discounted Total		SAR 29,700,000.00
15% Value Added Tax (VAT)		SAR 4,455,000.00
Net Total		SAR 34,155,000.00

Terms and Conditions:

1	Delivery	To be mutually discussed and agreed.
2	Payment Terms	To be mutually discussed and agreed.
3	Validity	Our Validity is 15 days from the date of this offer.
4	Warranty	As per NAFFCO standard warranty - 12 months from the date of Delivery.
5	Our prices are based on a single order for all of the items had been quoted. If individual products to be selected then the price must be agreed upon with NAFFCO in writing prior to order placement.	
6	The price stated herein shall be exclusive of but not limited to custom additional charges imposed by the government and shall be charge separately.	

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We hope our quote & terms of business are competitive and acceptable to you. We look forward to receive your valuable order very soon. Assuring you our full support and cooperation at all times.

Best Regards,

Engr. Mohammad Abu Sheikha
Sales & Marketing Manager – Western Area

Engr. Firas Zidan
Western Area Manager

Note: For further Clarification please contact Engr. Tareq Salah at +966 569682369; email: tareq.salah@naffco.com

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Engr. Ref. 614-22-SAAD-R5

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