



OMAS Company

Subject: Testing & Commissioning Third Party
Pre-qualification Documents

I N D E X



5

Approvals Letters



Saudi Binladin Group, Haramin Division

Subject: Testing & Commissioning Third Party
Pre-qualification Documents

I N D E X



5.1	BEMCO Approval Letter -National Grid SA
5.2	Saudi Aramco for Jazan Intgrated Gasification Combined Cycle
5.3	BEMCO Approval Letter -H.K for Capital Market Authority (CMA Tower) Project
5.4	BEMCO Approval Letter - DAR Al-Handasah for King Abdul-Alziz Airport (KAIA) Project
5.5	BEMCO Approval Letter - DAR Al-Handasah for Princess Noura University (PNU) Project
5.6	BEMCO Approval Letter - DAR Al-Handasah for First Ring Road Project.
5.7	BEMCO Approval Letter - DAR Al-Handasah for Haram Central Utility Complex (CUC) Project
5.8	BEMCO Approval Letter for National Guard Housing (SANG) Project

TECHNICAL SERVICES
 COMMISSIONING SERVICES DEPARTMENT
 GRANDADA – A2, 4TH FLOOR
 Telephone # 011-8077172 / Fax # 011-8077479
 E-mail TSCSVMG@ngrid.sa

14-035-30601001

7 August, 2014

To:M/S BEMCO Services Co.

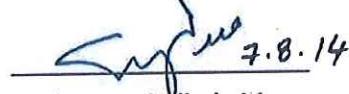
Subject: Pre-qualification for Testing & Commissioning contractor of National Grid sa and EHV projects

With reference to the above subject and the testing & commissioning contractors pre-qualification procedures " PR-NG-6450-001" please be informed that M/S BEMCO Services Co. has been approved as testing & commissioning contractor in National Grid sa and EHV projects as follows :

#	Item/scope of work
1	Transformer + SWG up to 380KV
2	Capacitor bank & Shunt reactor
3	Power Cable
4	OHL
5	Protection Relays
6	Scheme Check up to 380KV
7	ACDB/DCDB and Scheme Check
8	Battery/Battery Charger

Moreover, testing & commissioning engineers shall not start commissioning the project before be qualified as per testing & commissioning contractor engineers pre-qualification procedure " PR-NG-6450-002", and as per attached form "DS-NG-6450-002-01" .

Best Regards,


 7.8.14
 Muhammad Albuhairi
 Acting Dept. Manager, Commissioning Services



UTILITIES & COMMON AREAS DIVISION
 Jazan Integrated Gasification Combined Cycle
 Contract Number : 6600033165
 BI-10-01525.0005

الجنة المتكاملة
 Saudi Aramco

DOCUMENT TRANSMITTAL

To:	MR. JORGE MACIAS COSTUMERO Contractor Representative Técnicas Reunidas Saudia (TRS) P.O. Box 77076, Al Khobar 21952 Kingdom of Saudi Arabia	From:	MR. AHMAD M. Zahrani Company Representative Jazan, Kingdom of Saudi Arabia
TRANSMITTAL NO.	SA-JIGCC-TRS-T-00696/2018	DATE	December 02, 2018
SUBJECT	PRE-QUALIFICATION DOCUMENT FOR ELECTRICAL TESTING & COMMISSIONING		
NO. OF ATTACHMENT	SAPMT ACCEPTANCE RESULT (Please see the blacken portion)		
<input type="checkbox"/> DOCUMENTS	<input type="checkbox"/> 1 ACCEPTED	<input type="checkbox"/> 5 REVIEW NOT REQUIRED	
<input type="checkbox"/> DRAWING	<input checked="" type="checkbox"/> 2 ACCEPTED WITH COMMENTS	<input type="checkbox"/> 6 COMMENT PROVIDED	
<input type="checkbox"/> BINDER	<input type="checkbox"/> 3 NOT ACCEPTED	<input type="checkbox"/> 7 INFORMATION	
<input type="checkbox"/> COMPACT DISK (CD)	<input type="checkbox"/> 4 RE-SUBMIT AS PER COMMENTS	<input type="checkbox"/> 8 OTHERS	
COMMENT/S:			
<p>In response to your transmittal letter reference TRS-SA-T-02741 dated 27 November 2018, the attached document 022502522-4YQ-0034 Pre-Qualification Document for Electrical Testing & Commissioning has been reviewed and approved within the submitted Subcontractor agreed Scope of Work (Testing of LV Dry Type Transformer, LV Lighting Panels and LV Receptacle Panels).</p> <p>Should you need further clarification, please contact Mr. Asqool, Abdulhadi at his mobile number 0509339691 and/or his email address abdulhadi.asqool@aramco.com.</p>			
Initiator's Initial		Received by: 	Date:
MR. AHMAD M. Zahrani Company Representative			

REMARKS	THE COMPANY COMMENTS SHALL ONLY BE CLOSED BY COMPANY INITIATOR
<i>Comments are provided for technical purposes only. Any commercial impact shall be approved by the company according to the contract terms and conditions, prior to proceed.</i>	
Cc: File	Note: The acknowledgement copy of this transmittal shall be returned to SAPMT Document Controller for safekeeping and recording of this document.



Project	Consultant	Project Managers	Contractor
 الرائد AL RA'IDAH	 OCA OMAN CONSULTING & ADVISORY	 HOK	 sweett SAUDI BINLADIN GROUP Architecture & Build Const. Div.

SUB-CONTRACTOR PREQUALIFICATION SUBMITTAL

Ref. No. :	SBG	CMA	DM	EP	11911-R1	15	Date :	1	0	0	5	1	5	X	New Submittal Resubmittal
	Architectural	X	Electrical				Civil	Furniture/Equipment			Specs. No.				
	Structural		Mechanical				Interior Design	Others					Drwg. No.		
Description*							Manufacturer	Supplier			No. of Catalogue/Sample			Code	
Find enclosed 3 hard & 1C.D soft copy of															
Pre-Qualification documents for:															
Testing and commissioning for LV substation, ACB's, Capacitor Banks, High Pot for MV cables with termination.							BEMCO SERVICES COMPANY (BSC)				3			B	
Attachments : (A4X350).															
For your kind review and approval.															
* Description: (Manufacture, Model, Type, Size, Colour, etc.)															
<input checked="" type="checkbox"/> Catalogue	<input type="checkbox"/> Drawing		<input type="checkbox"/> Sample		<input checked="" type="checkbox"/> Certificate		<input type="checkbox"/> Calculation			<input checked="" type="checkbox"/> Document					

Having checked this submittal, we certify that it confirms to the requirements of the Contract Documents in all respects, except as otherwise indicated herein (_____).

RECEIVED
10 MAY 2015
O & A - 101k

Project Manager: Dr. Dia Malaeb

Material Engineer/Name & Signature :

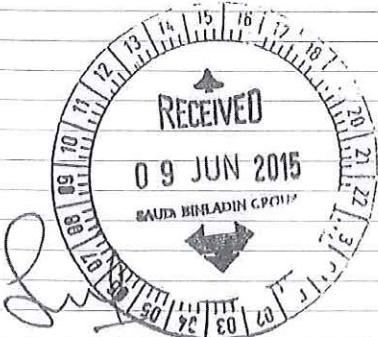
Received by:

Date

Name & Signature of Consultant

Remarks / Comments:

REFER TO COMMENTS SHOWN ON THE
ATTACHED PREQUALIFICATION REVIEW FORMS



ABDUL QJJAYUM

Wade A

Wade A

Status	A B	Approved Approved as noted	C D	Revise & Resubmit, Work shall not proceed Rejected - Resubmit	N	No Action
HOK/Omrana JV Site Office					HOK/Omrana JV Head Office	
Engineer:			Project Manager:			
2/6/15	waddah asfour waddah asfour		CEM A. Borkman (J.W.2)		8/6	K.S. 09/06/18
Date	Name & Signature		Name & Signature		Date	Name & Signature

THE EMPLOYER:  الجهاز العام للطيران المدني General Authority of Civil Aviation	King Abdulaziz International Airport Development Project (Phase I) Jeddah, KSA	THE CONSTRUCTION MANAGER:  dar al-hadashah Almar and Partners
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The CM's Reply to Submittals (CRS)

Submittal Ref. No.	: 422-DCS-SUB-G-03257-01	Date : 16 Sep 2014
Submittal Title:	: Prequalification of BEMCO Services Co.	
Contractor's Name	: Saudi Binladin Group	
Contract No./Title	: J-10-422-PF-0 - Aprons, Taxiways, Roads, Tunnels, Bridges, Load Centers and Infrastructure, Transportation Center and Supporting Facilities	

Action Code (tick as appropriate):

1. Approved, work may proceed.
 2. Approved as noted, work may proceed subject to incorporation of comments and resubmit to grant Code (1).
 3. Revise and resubmit, work may not proceed.
 4. Rejected.
 5. Review not required.
- For Drawing/Design Submittals, please refer to the attached DDS List for detailed status code.

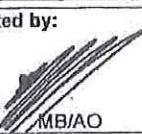
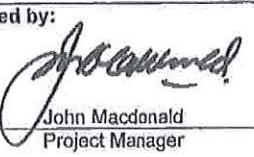
Review Comments:

Approved.

23 SEP 2014

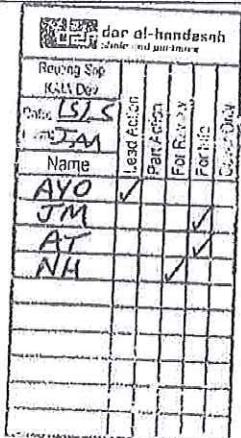


The Construction Manager's approval shall not in anyway relieve the Contractor from full compliance with contractual obligations.

Commented by:	Issued by:
 MB/AO Initial/Signed Over Printed Name	 John Macdonald Project Manager

THE CONSTRUCTION MANAGER:  dar al-handsah shorouq partners	King Abdulaziz International Airport Development Project (Phase I) Jeddah, KSA	THE CONTRACTOR:  SAUDI BINLADIN GROUP سعود بنladن المقاولون العرب
--	---	--

DOCUMENT SUBMITTALS (DCS)



Attachment:

No. of copy + original =

3

No. of softcopy (CD) =

Others:

Purpose of Submission:

For Review & Approval

For Information & Records

We certify that the above submitted items have been reviewed in details and are correct and in strict conformity with the Contract except as otherwise stated hereon.

Prepared By (Doc. Originator): 13/5/

Reviewed By (QA Manager):

Approved By (Project Manager):

Name/Sign

D

2000-01



TESTING AND COMMISSIONING RESPONSABILITIES MATRIX
ELECTRICAL/MECHANICAL EQUIPMENT
KAIA PROJECT LOAD CENTERS

ITEM	DESCRIPTION	Third Party(Bemco services)
1	Transformers & Oil	X
2	Medium Voltage Switchgears	X
3	Automatic Tranfer Switches (ATS)	X
4	Main Distribution Board (MDB)	X
5	Motor Control Centers (MCC)	X
6	Electric Metering	X
7	LV Variable Frequency Drive	X
8	LV Bus Duct	X
9	Medium Voltage (MV) Cables	X
10	LV Cables	X
11	Lighting Controls	X
12	Lightning Systems	X
13	Earthing & Bonding (MV & LV)	X
14	Make up Water Pumps	X
15	Potable Water Pumps	X
16	Sump Pumps	X
17	Cooling Towers for Chillers	X
18	Air Compressor System	X





شركة إنماء المرافق للمقاولات
INMA UTILITIES CONTRACTING CO.

Ref.# : INMA/L1115
Date : Dec 11, 2014

To

M/s. Bemco Services Co
Jeddah - KSA

Attention : **Mr. Ali Joudah**

Project : KAIA - King Abdulaziz International Airport

Subject : Original Sub-Contract for Testing & Commissioning of
MV Electrical Equipment (IN03/SC14)

Gentleman,

Please find enclosed one complete set of original Sub-Contract duly signed / stamped by all concerned signatories for your reference and record.

Therefore, please acknowledge receipt.

Best regards,
Inma Utilities Cont Co.

Firas Watad
Contracts Admin

FWmm



Limited Liability Co. Paid Capital (SAR. 40,000,000)
C.R.4030205562 – P.O. Box 13896, Jeddah-21414, KSA.
ELITE Commercial Centre, 2nd Floor, Tahlia Street.
Tel : +966 (12) 228-7600 Fax : 284-5803



Acknowledgement

Signature _____

Name _____

Date _____

شركة ذات مسئولية محدودة رأسها (40,000,000) مدفوع بالكامل
س.ت. 4030205562 ص.ب 13896 جدة 21414 السعودية
مركز النخبة التجاري - الأندلس شارع التحلية الدور الثاني - جدة
ت: 00 966 (12) 284 5803 / ف: 00 966 (12) 228 7600

Subcontract No (IN03/SC14)**Project: King Abdul Aziz Airport EXPANSION PROJECT (PHASE 1)****Owner: GENERAL AUTHORITY OF CIVIL AVIATION****Contractor: INMA Utilities Contracting Company****Work: Testing & Commissioning of MV Electrical Equipment****Subcontractor: Bemco Services Co**

This subcontract is made and entered into effect on 1st December, 2014G; by and between: **INMA Utilities Contracting Company**, a company established and operating under the laws and regulations of the Kingdom of Saudi Arabia (CR 4030205562) having offices at Al-Tahliah Street - City of Jeddah and its address is at P.O. Box No. 13896, Jeddah 21414, Kingdom of Saudi Arabia, (Hereinafter referred to as CONTRACTOR or INMA), represented by **Mr. Jamal Abounassif**.

And

Bemco Service Co, a company established and operating under the laws and regulations of the Kingdom of Saudi Arabia (CR 4030159221) City of Jeddah and its address is at P. O. Box 3143, Jeddah 21471, Kingdom of Saudi Arabia (Hereinafter referred to as the SUBCONTRACTOR or BSC), represented by **Mr. Ali Joudah**

I) DEFINITIONS:

In the subcontract the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

PROJECT:	King Abdul Aziz International Airport Expansion (Phase 1)
OWNER:	General Authority of Civil Aviation
CONTRACT:	Project Owner Contract J-10-422-PF-0 dated 13/11/2010G
MAIN CONTRACTOR:	Saudi Binladen Group
CONTRACTOR:	INMA Utilities Contracting Company
SUBCONTRACTOR:	Bemco Services Co
WORKS:	Means all planning, submittals, equipment, manpower, all temporary facilities, consumables and everything else required to perform and warrant testing, commissioning & handing over of MV Electrical Equipment including any work as described in the scope of work in clause (1.1) in this subcontract in conformity with all drawings, specifications, standards, and requirements of the main contracts up to the full satisfaction of Contractor and Owner

II) PREAMBLE:

This preamble and all stated in this Subcontract as well as any exhibits, annexes, all documents mentioned in clause (2), special and general terms and conditions that may have been entered into as additions to the existing terms and conditions, shall form an integral part of this subcontract.

Whereas INMA intends to award to SUBCONTRACTOR a subcontract to execute and warrant the Works as specified in the scope of work below and whereas the Subcontractor accepted the same subject to the terms and conditions stipulated in this subcontract hereinafter, the two parties agree as follows:

1. SCOPE OF WORK:

Subcontractor shall provide qualified, experienced required Technicians, Inspectors and labor, all necessary required machines, equipment, materials and tools to execute and warrant the following works:

1.1 T&C of MV Electrical equipment including- but not limited to- the followings:

- Testing of 4.16 Kv switchgear including HV test.
- Testing of 13.8 Kv switchgear including HV test.

1.2 Testing of medium voltage switchgear including -but not limited to- the followings:

- Visual test.
- Pre check wiring.
- CT's test.



- VT's test.
 - CBs test.
 - Meter test.
 - Busbar test.
 - Relay test.
 - Primary injection.
 - Function test.
- 1.3** 13.8/4.16 KV switchgear High voltage test including- but not limited to- the following:
- Insulation test before and after HV test.
 - High Voltage test.

2. SUBCONTRACT DOCUMENTS:

- 2.1** This subcontract consists of the following documents in order of precedence:
- 2.1.1** Exhibit (A) - this Principal subcontract agreement signed by both parties.
 - 2.1.2** Exhibit (B) - Special & General terms and conditions.
 - 2.1.3** Appendix (I) - INMA Responsibilities, Exclusions and special Terms.
- 2.2** The above subcontract documents shall constitute an integral whole and each document therein shall be considered as part of the subcontract such that the said documents shall mutually interpret and complement each other. In case of contradiction between the terms of the various documents, the order of precedence shall apply.

3. SUBCONTRACT PERIOD, WORK SCHEDULE:

- 3.1** The project Completion of all works set forth in Clause **(1.1)** shall be as per Construction Project Schedule.

- 3.2 DETAILED SCHEDULE:** Within Two weeks from signing this Subcontract a detailed schedule for each activity shall be prepared by SUBCONTRACTOR in coordination with the CONTRACTOR representative subject to the approval of the OWNER and CONTRACTOR. This Schedule must include the following: Submittals, Commencement of works, Completion of works and handing over.

- 3.3 DEMOBILIZATION:** SUBCONTRACTOR shall be allowed to demobilize Only - by an official demobilization letter from CONTRACTOR Project Manager-after completing the punch list items related to its Works.

- 3.4 DELAYS:** If the SUBCONTRACTOR experiences a delay in the execution or predicts to experience an anticipated delay, SUBCONTRACTOR shall immediately report it to CONTRACTOR defining the work/s affected by the delay, the cause/s of the delay, the time impact of the delay on the detailed work schedule and the overall schedule and recovery plan to mitigate the delay, if the SUBCONTRACTOR is responsible for said delay. Accordingly, the CONTRACTOR and the SUBCONTRACTOR shall then meet, discuss and agree on an action plan.

- 3.5 MILESTONES:** If at any time during execution period, SUBCONTRACTOR falls behind agreed work schedule or fails to meet milestone dates or shows unacceptable low quality performance for reasons attributed to the SUBCONTRACTOR, the CONTRACTOR shall give to the SUBCONTRACTOR a written Default Notice to remedy the situation and submit a recovery



plan within a period not exceeding ten days from the date of the Default Notice.

If the SUBCONTRACTOR fails to commence to remedy the situation promptly or fails to submit a recovery plan after the elapse of ten days from date of receiving the Default Notice and there is a high probability that the full measure of liquidated damages set forth in Clause (3) of Exhibit "B" (Special & General Terms and Conditions) will become payable, the CONTRACTOR shall at its own discretion take appropriate course of action including any or all of the following options:

3.5.1 CONTRACTOR may bring in additional resources as may be required in the opinion of the CONTRACTOR and back charge the full costs to the SUBCONTRACTOR

3.5.2 CONTRACTOR may, at its own discretion, withdraw certain portions of the WORKS and arrange to execute it by another party and back charge the full costs to SUBCONTRACTOR. CONTRACTOR may also apply Delay Liquidated Damages for the withdrawn portion of the scope of work.

3.6 ACCELERRATION:

The CONTRACTOR shall reserve the right to request SUBCONTRACTOR in writing to accelerate the Works by increasing his personnel and/or equipment on site or otherwise, specifying therein the qualifications of the extra personnel and/or means and equipment required as well as the reason thereof and the SUBCONTRACTOR shall use reasonable efforts to comply with this request. It is understood that:

- If acceleration is requested due to SUBCONTRACTOR delays or default, no extra price shall be charged to CONTRACTOR nor shall the SUBCONTRACTOR be entitled to a time extension if it fails to successfully accelerate the Works
- If acceleration is requested in order to reduce the contract period, the parties shall agree upon compensation to be paid to SUBCONTRACTOR.

4. SUBCONTRACT PRICE:

4.1 The total price of the entire Works is a lump sum amount of SR ~~١٠٣٠٠١٩٢٦٦~~ (One million three hundred and nineteen thousand two hundred and sixty six), Detailed as follows:

S/N	Description	Unit	QTY	Unit Rate (SAR)	Subtotal (SAR)
1	Testing of 4.16 Kv SWGR including HV test	CB	138	١٧٥٠٠	٢٣٨٥٠٠
2	Testing of 13.8 Kv SWGR including HV test	CB	778	١٧٥٠٠	١٣٦٣٠٠
Total					٣٧٤٨٠٠



- 4.2 The price shall include all entire works mentioned in scope of work above.
- 4.3 The unit rates shall be firm without any escalation throughout the whole period of the subcontract and any extensions thereafter till completion of the works. Accordingly the price of changes (additions or deletions) shall be calculated based on the unit rate.
- 4.4 No adjustment in compensation shall be made as a result of changes in the value of any currency.

5. PAYMENT TERMS:

The subcontractor payments for completed approved works under this subcontract as below:

5.1 Advance Payment:

10% ten percent of subcontract price as advance payment against corporate letterhead guarantee payable thirty (30) days after successful mobilization and submission of letterhead guarantee.

5.2 progress payment:

80% eighty percent of completed approved works as site progress works against a monthly invoice payable 45 days after submission and approval of the progress invoice by INMA project management.

5.3 Retention payment:

10% ten percent of main subcontract price against a final invoice payable within thirty (30) days after completion and acceptance of all works mentioned in scope of work and approval of the invoice by INMA site management.

6. Performance Bond:

At the signing off of this subcontract, SUBCONTRACTOR undertakes to submit to CONTRACTOR a standard unconditional irrevocable SAMA standard Bank guarantee or Subcontractor's Guarantee Letter acceptable by INMA of ten percent (10%) of the total main Subcontract price to serve as a performance bond valid till the end of Warranty Period. The Performance Bond shall be returned to SUBCONTRACTOR thereafter.

7. WARRANTIES & WARRANTY PERIOD:

- 7.1 Subcontractor warrants its execution of the works and the workmanship of the works to be in conformity with the specification, drawings, standards and requirement of the Contract and warrants fixing any and all defects in workmanship discovered during execution and/or during execution till final handing over to the project owner.
- 7.2 If Subcontractor fails to remedy any defect or damage within reasonable time, Contractor shall give a notice to Subcontractor to carry out the remedial work and remedying the Defect or damage within 10 days maximum. If the Contractor serve a notice to Subcontractor, elect to:
 - 7.2.1 carry out the Remedial Work itself or by others at Subcontractor's risk and cost; OR
 - 7.2.2 Make reasonable deduction from the Subcontract Price (determined with reference to the Defect and its impact on the Project)
- 7.3 The warranties and warranty period shall survive any amendments, alterations, suspension and/or termination of this Subcontract.

IN WITNESS WHEREOF, the Parties hereto have caused this subcontract and all appendices, attachments, annexes to be executed in two identical original copies, one for each party, in English language to be signed in the Irrespective names as of the date mentioned in the beginning of this subcontract.

INMA Utilities Contracting Company



Subcontracte (IN03/SC14) for Testing & Commissioning of MV Electrical Equipment at KAIA project Load Centers by Bemco Services Co



Bemco Services Co

Signature:
Name : Ali Joudah





شركة إنماء المرافق للمقاولات
INMA UTILITIES CONTRACTING CO.

Ref.# : INMA/L0048
Date : March 31, 2015

To

M/s. Bemco Services Co
Jeddah - KSA

Attention : **Mr. Ali Joudah**

Project : KAIA - King Abdulaziz International Airport

Subject : Original Change Order # 1 to Sub-Contract for
Testing & Commissioning of MV Electrical Equipment (IN03/SC14)

Gentleman,

Please find enclosed one complete set of original Change Order # 1 to Sub-Contract duly signed / stamped by all concerned signatories for your reference and record.

Therefore, please acknowledge receipt.

Best regards,
Inma Utilities Cont Co.

Firas Watad
Contracts Admin



Limited Liability Co. Paid Capital (SAR. 40,000,000)
C.R.4030205562 – P.O. Box 13896, Jeddah-21414, KSA.
ELITE Commercial Centre, 2nd Floor, Tahlia Street.
Tel : +966 (12) 228-7600 Fax : 284-5803



MS Certified
to ISO 9001:2008

Acknowledgement

Signature _____

Name _____

Date _____

شركة ذات مسؤولية محدودة رأسها (40,000,000) مدفوع بالكامل
ن.س.ت. 4030205562 ص.ب 13896 جدة 21414 المملكة العربية السعودية
مركز الخبرة التجارية - الاندلس شارع التحلية الدور الثاني - جدة
ت: 00 966 (12) 284 5803 / ف: 00 966 (12) 228 7600

Change Order# (1)
Subcontract No (IN03/SC14)
Project: King Abdul Aziz Airport EXPANSION PROJECT (PHASE 1)
Owner: GENERAL AUTHORITY OF CIVIL AVIATION
Contractor: INMA Utilities Contracting Company
Work: Testing & Commissioning of MV Electrical Equipment
Subcontractor: Bemco Services Co

Notwithstanding any and all of the terms and conditions of Subcontract signed between INMA Utilities Contracting Company and Bemco Services Co # (IN03/SC14) on 1st December, 2014G for Testing & Commissioning of MV Electrical Equipment and Subject to Clause No 2 of Exhibit "B" of Subcontract, the authorized signatories of the two parties agree to execute the change as described below subject to the terms and conditions of this Change Order:

1. Change Order# 1 Scope:

The Subcontractor's scope of Work is MV Cables Testing (DC High Pot test) for both ends each circuit including insulation test before & after the high pot test.

2. Change Order# 1 Documents:

This Change Order shall consist the following documents in order of precedent:
2.1 This Change Order signed by both parties.

3. Change Order# 1 Price:

The Subcontract Price shall be increased as follow:

- The Original Subcontract Price: SR 1,555,000.00.
- Change Order# (1) Price : SR 2,500,000.00. The Price Breakdown as shown below:

S/N	Description	QTY	Unit Rate	Subtotal
1	HI-POT tests for the MV Cables	312 circuit	[REDACTED]	[REDACTED] 000.00

- The Total revised Subcontract Value after this Change Order will be 2,500,000 SR (Two Million Seven Hundred Twenty Five Thousand Four Hundred Saudi Riyals).

4. Change Order# 1 Terms & Conditions:

- 4.1 This Change Order shall form an integral part of the said contract.
- 4.2 Except as expressly added hereby, all of the terms and provisions of the Contract Agreement shall remain in full force and effect and hereby ratified and confirmed in every aspects.

IN WITNESSES WHEREOF, the both parties hereto have caused this Change Order to be executed in two identical original copies, one for each party, in English language to be signed by the respective names on the date of **14th January, 2015G**.

INMA Utilities Contracting Company

Signature:
Name : **Jamal Abounassif**



Bemco Services Co

Signature:
Name : **Ali Joudah**



Change Order#1, Subcontract # IN03/SC14 for Testing & Commissioning of MV Electrical Equipment at KAIA project Load Centers by Bemco Services Co. Ltd.

Page 1 of 1



Proj. No.: 5152887
Princess Nourah Bin:
Abdulrahman University



Dar Al-Hendesh
dar-al-hendesh
shale and partners

Employee
Ministry of Finance-KSA



Submission for Approval of Documents

Sub. No.	Rev.	Discipline	Date	Contractor
DOC/P2/EL/0060	00	Electrical	21/May/2011	Saudi Binladin Group

* Description :

Compton Profile For BEMCO Company For Testing & Commissioning Of MV Side .

Document No. : Zone No. : General

Building Name : 0.0.0 General

Doc.Type:

Building Type :

We certify that the above shop drawings have been checked by

Submitted by: SNG ABCD

Signature For /

SAUDI BINLADIN GROUP	CONTRACTOR	DAR AL-HENDESH
PNU	PMU	dar al-hendesh shale and partners
Package (2) Building & Facilities (Area 1)		
RECEIVED	DISP	ACT. INFO FILE
PACKAGE 2		

* Engineer's Representative comments:

Approved

BEMCO is approved Company for
Testing and Commissioning of medium voltage
Cables and switchgear



* Action Code Legend

A Approved
B Rejected

C Approved AS Noted
D Receipt Acknowledged

E Review - Resubmit

Name :

E. Amer

Signature :

E. Amer

Date

25/05/11

Approval shall not relieve Contractor of his liabilities under the Contract or constitute authorization of any change to Contract documents. The term "Construction Manager" Shall be deemed to be synonymous with the term "Manager" of Dar Al-Hendesh shale and partners



23 MAY 2011
A.M 10:06
RECEIVED

c



مشروع خادم الحرمين الشريفين لاستكمال
الطريق الدائري الاول في مكة المكرمة

Contractor:

المجموعة الادارية السعودية
SAUDI BINLADIN GROUP



HARAMAIN DIVISION قطاع الحرمين الشريفين

Project Ref:1150 R1

DATE: 16/Dec/2021

Submittal for Pre - Qualification Approval (SPQA)

<input type="checkbox"/>	CIVIL	<input type="checkbox"/>	ARCH	<input checked="" type="checkbox"/>	ELEC	<input type="checkbox"/>	LC	<input type="checkbox"/>	MECH	<input type="checkbox"/>	R & E	<input type="checkbox"/>	OTHER
--------------------------	-------	--------------------------	------	-------------------------------------	------	--------------------------	----	--------------------------	------	--------------------------	-------	--------------------------	-------

<input checked="" type="checkbox"/>	New Submittal	Submittal Ref. No. 1150R1-014-RR-EP-PQ-260513-01-00											
<input type="checkbox"/>	Re Submittal												

To : DAR AL- HANASAH

1. Subject: Pre-Qualification Documents		Attachments	No.	
2. Submittal Description:		Sample Board		
Bemco Services Division (BSD) (under Arabian BEMCO Contracting Co.) For Testing & Commissioning of MV and LV Equipment & Cables (excluding Generator System)		Catalogue	✓	
		Product Warranty		
		Test Report		
		Tech. Data	✓	
		Pre-Qualification	✓	
		Compliance Statement		
Area Of Application	: MFRR - Substation-3 and Generator Buildings	Drawings		
Drawing Ref.	: 260513 MEDIUM-VOLTAGE CABLES; 261200 MEDIUM-VOLTAGE TRANSFORMERS; 261300 MEDIUM-VOLTAGE SWITCHGEAR	Reply of comments	✓	
Specification Ref.	: 262413 SWITCHBOARDS; 262416 PANELBOARDS; 262419 MOTOR-CONTROL CENTERS; 262816 ENCLOSED SWITCHES AND CIRCUIT BREAKERS	Certificates	✓	
Attached MAT Approval Copy	: N/A	Code : N/A	Others	✓

Note:

3. Address

Manufacturer : —

Supplier : **Bemco Services Division - Saudi Arabia**

4.

SUBMITTED BY :	Prepared by	Harmain -Tech. Office	QC - Harmain
Name:	Engr. Ahmad Badra	Engr. Haitham Qashou	Eng. Ahmad Sameer Hamed
Signature:			

This section will be used by Approving Authority only.

5. ENGINEER'S REPRESENTATIVE'S COMMENTS:

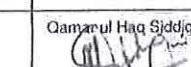
-BSD is approved from technical point of view for T&C, however contractual issued shall be checked by contracts team.
- T&C Engineers CV shall be submitted prior starting the work.

- A - Approved
- B - Approved as noted
- C - Revise and Resubmit
- D - Rejected

Eng. Name.....H.Mhran.....Title.....Signature...Date.....23/12/2021

Approval shall not relieve Contractor of his liabilities under the contract or constitute authorization of any change to contract documents.

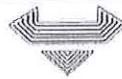
 making progress together	THIRD SAUDI EXPANSION OF THE HOLY MOSQUE & SURROUNDING AREAS		Contractor: SAUDI BINLADIN GROUP هارماين ديفيшиون فطاع الحرميin الشريفيin						
CONTRACTOR : SAUDI BINLADIN GROUP (HARAMAIN DIVISION)			Date : 2-Jan-2022						
<input checked="" type="checkbox"/> New Submittal <input type="checkbox"/> Resubmittal	SUBMITTAL FOR TECHNICAL APPROVAL (STA)	Submittal Ref. No.:		DEPARTMENT					
		SHS-PRC-SBG-EL-G-G-0589-00	AR	CV	ST	ME	EL	LC	
<input type="checkbox"/> Material Submittal <input type="checkbox"/> Sample Submittal <input checked="" type="checkbox"/> Pre-qualification <input type="checkbox"/> Method Statement <input type="checkbox"/> Other									
To : DAR AL- HANDASA									
1. Subject :- Bemco Service Division (BSD) under Arabian BEMCO Contracting company For Testing and Commissioning of MV and LV Equipment & Cables 2. Submittal Description :- Pre-qualification for Bemco Service Division (BSD) under Arabian BEMCO Contracting company For Testing and Commissioning of MV and LV Equipment & Cables. / Bemco Services (DIV).						Attachments Sample Board <input type="checkbox"/> Catalogue <input type="checkbox"/> Product Warranty <input type="checkbox"/> Test Report <input type="checkbox"/> Tech. Data <input checked="" type="checkbox"/> Pre-Qualification <input checked="" type="checkbox"/> Compliance Statement <input type="checkbox"/> Supplier Drawings <input type="checkbox"/> Supplier Calculation <input type="checkbox"/> Comments Reply <input type="checkbox"/> Certificates <input checked="" type="checkbox"/> Annexure <input checked="" type="checkbox"/>			
						 Sign			
Note: Original attached: <input type="checkbox"/> Soft copy attached: <input checked="" type="checkbox"/>									
3. MANUFACTURER / SUPPLIER:									
Manufacturer & Address : Bemco Services (DIV) Supplier & Address : Arabian BEMCO Contracting									
4. SBG Comments: <input checked="" type="checkbox"/> Please proceed <input type="checkbox"/> Refer to attached sheet									
Submitted by	Sub Contractor	Contractor							
Name:	N/A	Eng. Muaz Osman							
Signature:	N/A								
This section will be used by Approving Authority only.									
5. ENGINEER'S REPRESENTATIVE'S COMMENTS: 1-Bemco services Division is approved from technical point of view for testing and commissioning task; however updated Certification Letter from manufacturer (Schneider) for T&C task recommended to be provided in site prior to starting the task. 2-contractual issued shall be checked by contracts team. 3-CVs for T&C assigned team shall be provided on site prior to starting the task						A). Approved <input type="checkbox"/> B). Approved as Noted <input checked="" type="checkbox"/> C). Revise & Resubmit <input type="checkbox"/> D). Rejected <input type="checkbox"/>			
A.Fathy 4/1/2022									
Eng. Name..... On behalf of Title..... Signature..... 						Date 04/01/2022			
Approval shall not relieve the Contractor of its obligations and liabilities under the Contract or constitute authorization of any change to Contract Documents, and therefore shall not imply any recognition whatsoever of additional time and/ or cost.									
Form No. QMPF-40-STA-00-R03									

Shamiya Extension Project MAKKAH CENTRAL UTILITY COMPLEX (CUC)		المجموعة السعودية لادبتسال سعودية SAUDI BIN LADIN GROUP									
CONTRACTOR : SAUDI BIN LADIN GROUP				Date		16/04/2012					
<input checked="" type="radio"/> New Submittal <input type="radio"/> Resubmittal	SUBMITTAL FOR PRE-QUALIFICATION APPROVAL		REFERENCE NO.		DEPARTMENT						
			CUC-PQ-BV-EL-G-169-R00		AR	CV	PL	ME	EL	LC	
العالية للدراسات الهندسية / ش.م.ل : To											
1. SUBJECT: Testing & Commissioning Agent Electrical Works							Attachments Samples Catalogue Product Warranty Test Report Tech. Data Pre-Qualification Compliance Statement Supplier Drawings Supplier Calculation Reply of comments Certificates				
2. SUBMITTAL DESCRIPTION: Testing & Commissioning Agent Electrical Works											
Area of Application : Electrical Works (Testing & Commissioning) Specification Ref : S09077-01D-TD-SPC-11A-EL-01 REV-0											
Note: Original attached: <input checked="" type="checkbox"/> Soft copy attached: <input checked="" type="checkbox"/>											
3. MANUFACTURER / SUPPLIER: BEMCO Services Co.											
SUPPLIER & ADDRESS : AL Rawdha Kahyayl Street, PO Box 3143, Jeddah 21471, KSA											
4. SBG Comments: <input type="checkbox"/> Please proceed <input type="checkbox"/> Refer to attached sheet Focus Comments: <input type="checkbox"/> Please proceed <input type="checkbox"/> Refer to attached sheet											
SUBMITTED BY : Name: Qamarul Haq Siddiqui Signature: 		Contractor Dr. Tageldin Osman		SBG-ABCD Eng Ayman El Sebaa 		Focus					
This section will be used by Approving Authority only.											
5. ENGINEER'S REPRESENTATIVE'S COMMENTS: Refer to attached comments. Soliman AbdelGhani											
A) Approved <input checked="" type="checkbox"/> B) Approved as Noted <input type="checkbox"/> C) Revise & Resubmit <input type="checkbox"/> D) Rejected <input type="checkbox"/>											
<input type="radio"/> Sample Required <input type="radio"/> Tests Required					<input type="radio"/> Additional Information Required <input type="radio"/> Manufacturer's Guarantee Required						
Eng. Name Title Signature Date											
Approval shall not relieve Contractor of his liabilities under the contract or constitute authority to vary or add to contract documents.											



Shamliya Extension Project
MAKKAH
CENTRAL UTILITY COMPLEX (CUC)

الجروupp المحدودة
SAUDI BIN LADIN GROUP



Date 20-May-2012

<input type="radio"/> New Submittal	SUBMITTAL FOR PRE-QUALIFICATION APPROVAL	REFERENCE NO.	DEPARTMENT
<input checked="" type="radio"/> Resubmittal		CUC-PQ-BV-ME-TC-0219-R02	AR CV PL ME EL LC

العاملية للدراسات الهندسية / ش.م.ل : To

1. SUBJECT : TESTING & COMMISSIONING AGENT - MECH'L WORKS	Attachments No
2. SUBMITL DESCRIPTION:	
Description: PRE- QUALIFICATION DOCUMENTS	Samples
Company: BEMCO SERVICES COMPANY (BSC)	Catalogue 2
	Product Warranty
	Test Report
	Tech. Data 2
	Pre-Qualification 2
	Compliance Statement 2
	Supplier Drawings 2
	Supplier Calculation
	Reply of comments
	Certificates 2

NOTE :
This response to DAR comments on submittal # CUC-PO-BV-ME-TC-0219-01 .
For more details please check attached



Area of Application : MECHANICAL WORKS (TESTING AND COMMISSIONING)
Specification Ref : SPECIFICATION SECTION 15990 CLAUSE 1.4, PREQUALIFICATION FOR THE TESTING AND COMMISSIONING AGENT for MAKKAH HARAM EXPANSION PROJECT AS SPECIFIED UNDER CLAUSE 1.5

Note: Original attached: <input type="checkbox"/>	Soft copy attached: <input type="checkbox"/>		
3. COMPANY AGENT : BEMCO SERVICES COMPANY (BSC)			
COMPANY ADDRESS : AL RAWDAH KAHYYAL ST, P.O.BOX. 3143 .JEDDAH 21471 JEDDAH k.S.A.			
4. SBG Comments: <input checked="" type="checkbox"/> Please proceed <input type="checkbox"/> Refer to attached sheet			
Focus Comments: <input type="checkbox"/> Please proceed <input type="checkbox"/> Refer to attached sheet			
SUBMITTED BY:	Contractor Dr. Tageldin Osman	SBG-ABCD	Focus
Name: Hisham El-Balout		Eng Ayman El-Sabae	
Signature:			

This section will be used by Approving Authority only.

5. ENGINEER'S REPRESENTATIVE'S COMMENTS: - Refer to attached comments		A) Approved <input type="checkbox"/> B) Approved as Noted <input checked="" type="checkbox"/> C) Revise & Resubmit <input type="checkbox"/> D) Rejected <input type="checkbox"/>
<i>Wafaa</i>		
<i>A. Mostafa</i> 6/6/2012		

Sample Required Additional Information Required
 Tests Required Manufacturer's Guarantee Required

Eng. Name.....Title.....Signature.....Date.....

Approval shall not relieve Contractor of his liabilities under the contract or constitute authorization of any change to contract documents.



HE/MM



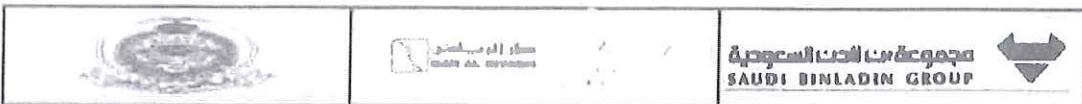
ARCHITECTURE & BUILDING CONSTRUCTION

المملكة المغربية المغربية
العمران الوطني
مشروع إسكان مناطق العردن الوطني



TRANSMITTER FORM





SUBMITTAL FOR APPROVAL OF MATERIALS

Project Name : National Guard Housing Project	Contractor : Saudi Binladin Group	Contract No. : P1220
Owner Representative : AAW Partners and DAR AL RIYADH	Owner : National Guard Technical Affairs	
<input type="checkbox"/> General <input checked="" type="checkbox"/> Al Hasa <input type="checkbox"/> Al Dammam <input type="checkbox"/> Hall <input type="checkbox"/> Jeddah	<input type="checkbox"/> Madina <input checked="" type="checkbox"/> Qassim <input type="checkbox"/> Yanbu <input type="checkbox"/> Talf	<input type="checkbox"/> Soldier Villa <input type="checkbox"/> Officer Villa <input checked="" type="checkbox"/> External Works <input type="checkbox"/> Others
Title : Raychem-13.8kv, 3 core, Armoured, M		
Submittal No. : MAT-GEN-E0136	Rev. No. : 00	No of Copies : 2
Transmittal No. : TR-3712		
Date : 10/27/2013		

TO : OWNER REPRESENTATIVE

We request the Owner Representative's approval on the following Materials

1- MATERIAL DESCRIPTION (One item only on this form)		Type of Material : Electrical
Area of Application : External Works Drawing Ref. : Specification : 16416 Enclosures : 2 Hard Copies + Soft Copy <small>Attach all relevant technical literature marked to identify relevant description, current test certificates, samples as appropriate.</small>		
<input checked="" type="checkbox"/> A: Approved As Submitted <input type="checkbox"/> B: Approved - Except As Noted <input type="checkbox"/> C: Disapproved - Resubmit <input type="checkbox"/> D: Receipt Acknowledged <input type="checkbox"/> E: Revise - Resubmit		
2- MANUFACTURER/SUPPLIER Company Name : Raychem Vendor No. : Address : Local Agent : Bemco Services Company <input type="checkbox"/> Listed in Approved Project <input type="checkbox"/> Vendor's List		
3- DELIVERY Country of Origin : Delivery Program : Ex-works/ Total Duration : Date Material Required on Site :		
FOR THE CONTRACTOR QA/QC Manager / PE : Technical Manager :		
For Consultant use <i>Refer to Transmittal sheet for comments.</i>		
For National Guard Technical Affairs use		
Action Code Legend: <input type="checkbox"/> A: Approved As Submitted <input checked="" type="checkbox"/> B: Approved - Except As Noted <input type="checkbox"/> C: Revise - Resubmit <input type="checkbox"/> D: Disapproved - Resubmit <input type="checkbox"/> E: Receipt Acknowledged		
FOR : THE OWNER REPRESENTATIVE		Date : 27-11-2013
Name : M A T .		Signature :



Subcontract No BC122/3731
Project: Saudi Arabian National Guard – E/M Works
Owner: Saudi Arabian National Guard
Scope of Work: Testing and Commissioning
Subcontractor: BEMCO Services Company

This subcontract is made and entered into on November 1, 2012G, by and between:

Arabian BEMCO Contracting Co., a company established and operates under the laws and regulations of the Kingdom of Saudi Arabia (CR4030019266) having registered offices at Kayyal Street, Rawdah District and registered address at P.O. Box No. 3143, Jeddah 21471, Kingdom of Saudi Arabia, Tel No. (02) 669-5851, Fax No (02) 660-9432/9825, (Hereinafter referred to as CONTRACTOR or BEMCO), represented by Mr. Ibrahim Salem, in his capacity as Proposal & Engineering Manager-MEP and Mr. Emad Ghandourah in his capacity as Corporate Executive Director

And

BEMCO Services Company, a company established and operates under the laws and regulations of the Kingdom of Saudi Arabia (CR N/A) having registered offices at Kayyal Street, Rawdah District and registered address at P.O. Box 3143, Jeddah 21471, Kingdom of Saudi Arabia, Tel. (02) 663 0567 Fax (02) 661 3067 (Hereinafter referred to as "the SUBCONTRACTOR" represented by Mr. Ali Hussein Joudah in his capacity as General Manager.

DEFINITIONS:

Project: Saudi Arabian National Guard (Hereinafter referred to as the Project)

Owner: Saudi Arabian National Guard (Hereinafter referred to as the Project Owner/Company)

Contract: Project Owner Contract No. SBG Contract NGHP-P1220-2011/001 (Hereinafter referred to as the Contract)

Scope of Work: the works & services described in Clause No (1) (Hereinafter referred to as the works & services)

PREAMBLE:

Whereas BEMCO entered into SBG Contract No NGHP-P1220-2011/001, with the **Saudi Arabian National Guard** for Saudi Arabian National Guard Housing at Al Qassim - KSA, and Whereas the SUBCONTRACTOR; after having comprehensive understanding of the scope of work, the location and physical conditions of the site, the market prices and all other factors affecting the performance of the scope of work submitted an offer declaring that it has the experience, resources, competence and willingness to carry out the scope of work in compliance with Contract No. NGHP-P1220-2011/001 and with the documents mentioned in Clause No (2), and Whereas BEMCO; based on such declaration; shall enter into this subcontract with the SUBCONTRACTOR for the performance and warranty of the Works; the two parties now therefore agree to the covenants stated in this subcontract its attachments, appendices, annexures,

This preamble and all stated in this Subcontract as well as any attachments, appendices, annexures, special and general terms and conditions that may have been entered into as additions to the existing terms and conditions shall form an integral part of this subcontract.

1 SUBCONTRACTOR SCOPE OF WORK :

1.1 The SUBCONTRACTOR scope of work is supplying manpower, management and supervision, supply of construction equipment and tools, supply and management of temporary utilities and facilities, supply of consumables, carry out required installation and warrant timely and successful performance and completion of the installation of MV Cables, testing and commissioning works of the electrical at Saudi Arabian National Guard Project, Al Qassim - KSA as mainly listed below and described in Appendix (II):

- ♦ Medium Voltage Cable Pulling
- ♦ Medium Voltage Cable Termination and Joint
- ♦ Installation of unit substations
- ♦ Installation of ring main units (RMU)
- ♦ Testing and commissioning works
- ♦ Unit substation, earthing installation

And handover of the subject works to the Owner or his representative up to the full satisfaction and approval of Owner within the agreed time schedule and shall include the following:

BC122/3731, Project: Saudi Arabian National Guard – E/M Works, Owner: SANG, Scope of Work: Testing and Commissioning, Sub: BEMCO Services Company



- 1.1.1 Complete testing and commissioning works of the electrical and mechanical equipment and technical responsibility for the executed work, as per the scope of works detailed in Appendix (I), including coordination required for the execution of the subject works. BEMCO shall be responsible for coordination with Owner for witnessing and rectification of installed material and equipment.
- 1.1.2 The Subcontractor shall prepare a detailed testing and commissioning schedule for the review and approval of BEMCO.
- 1.1.3 Testing and commissioning procedures and forms shall be submitted for BEMCO and OWNER's approval upon signing this subcontract.
- 1.1.4 All required Engineers, Technicians, Testing and Commissioning equipment and tools will be supplied by Subcontractor as required by BEMCO and/or the Owner to execute the subject scope of works and in conformity with the contract specifications and requirements.
- 1.1.5 Rectifying all punch list items generated due to subcontractor's fault, related to subcontractor scope and handover to Owner or his representative the complete works and up to their satisfaction.
- 1.1.6 Provision of accommodation, transportation and catering for its personnel working in the execution of its scope under this subcontract.
- 1.1.7 Provision of ticket travel from its base to the project site for its personnel working in the execution of its scope under this subcontract.
- 1.1.8 Calibration certificates for all test equipment and tools needed for the scope of works to meet Owner's and BEMCO approval.
- 1.1.9 BEMCO shall arrange the provision of access I.D's to Subcontractor testing teams to the site and equipment.
- 1.1.10 BEMCO shall interface with the project Owner for witnessing the testing and commissioning works, outage of the systems (if required) and the availability of drawings.

The SUBCONTRACTOR assign on full time basis a Project Manager, Safety and Quality Managers and professionals, Planning Engineer and the site Administrator and submit their CVs for review and approval of BEMCO

The SUBCONTRACTOR shall perform the works in conformity with drawings, specifications, standards and requirements of Contract No NGHP-P1220-2011/001 and up to the full satisfaction and approval of the Project Owner and BEMCO Project Management.

1.2

CHANGES IN THE SCOPE OF WORK:

CONTRACTOR may direct the SUBCONTRACTOR, in a Change Order, to make any of the following changes:

- increase or decrease the quantity of any part of the WORKS,
- omit any part of the WORKS,
- change the character or quality or kind of any part of the WORKS,
- change the levels, lines, position and dimensions of any part of the WORKS,
- additional work of any kind

No such CHANGE IN THE WORK shall be made by the SUBCONTRACTOR without a prior written Change Order from CONTRACTOR. The Change Order shall be processed and signed within three (3) weeks form the date of receiving the Change Order by SUBCONTRACTOR including price and time frame by both parties.

2

SUBCONTRACT DOCUMENTS:

This subcontract consists of the following documents in order of precedent:

- 2.1 This subcontract agreement and the General Terms and Conditions In Appendix (I) signed by both parties
- 2.2 Appendix (II) - scope of work

Any subsequent revision of drawings and documents listed in the Subcontract and any other plan, drawing, description, specification, standard, calculation sheet, or the like issued in connection with the Works after signature of the Subcontract by both behalfs of the Client and/or the Contractor shall become part of the subcontract.



The SUBCONTRACTOR is deemed to have checked and ascertained that all documents listed in the Subcontract are in his possession and are complete and shall be deemed to hold all said documents.

The several documents forming this Subcontract are to be taken as correlative and mutually explanatory of one another. However, in case of conflict between the Subcontract documents, they shall prevail in the sequence listed above; the first listed prevailing over the next one and so on.

3 SUBCONTRACT PERIOD & WORK SCHEDULE:

3.1 Subcontract Period

The subcontract period is (13) thirteen Months starting from the date of commencement of work

3.2 Date of Commencement of Work

The date of commencement of work is December, 01st 2012G.

3.4 Date of Completion of work

The date of the completion/handover of the works including clearing punch list items is January, 01st 2012G However if the SUBCONTRACTOR does not complete the works on the contractual completion date, the SUBCONTRACTOR shall proceed with the carrying out of the works and commits itself not to make/submit any claims for acceleration, prolongation and/or idle time and in return BEMCO commits itself not use or apply any liquidated damages for delays

4 SUBCONTRACTOR DEFAULTS & CONTRACTOR INTERVENTION:

4.1 The SUBCONTRACTOR shall be in breach/violation of the subcontract in case of occurrence of the following defaults:

- a) **Manpower Default**
- b) **Construction Equipment Default**
- c) **Delays In Work Progress**
- d) **Safety Default/s**
- e) **Quality Defaults In material or In workmanship**

4.2 Consequences:

If the SUBCONTRACTOR experiences any of the abovementioned defaults and doesn't rectify it within a reasonable period of time not exceeding fourteen (14) calendar days from receiving a written Default Notice, BEMCO shall have the right to exercise any of the following courses of action:

- 4.2.1 Withdraw the works in total or in part and complete the withdrawn works itself or by others and back charges the full costs to the SUBCONTRACTOR
- 4.2.2 Terminate the subcontract and complete the remaining works itself or by others and back charges the full costs to the SUBCONTRACTOR

5 PERFORMANCE & WARRANTY BONDS:

5.1 Upon signing of the subcontract and prior to commencement of work, the SUBCONTRACTOR shall submit to BEMCO an unconditional Irrevocable SAMA standard bank guarantee for the sum of ten percent (10%) of the subcontract price valid till expiry of the warranty period

5.2 The subcontract shall not become operative until this condition is met

6 INSURANCE AND LIABILITIES:

6.1 BEMCO shall provide the following insurances:

- All construction risk Insurance
- Public Liability Insurance

6.2 In case of an "All construction risk insurance" claim and/or "Public Liability Insurance" claim arises as a result of the SUBCONTRACTOR's performance of its scope of work, then the SUBCONTRACTOR shall be liable to pay the insurance deductible as determined by the insurance company.



- 6.3 No later than seven (7) calendar days from the date of the signing of this subcontract and **prior to mobilization**, the SUBCONTRACTOR shall buy, maintain and present to BEMCO copies of the following insurance policies:
- Workman compensation insurance policy
 - Equipment and vehicles
 - Professional Insurance Policy
- 6.4 Such insurance policies must valid till the date of issue of Project "FAC" OR authorized demobilization. SUBCONTRACTOR alone shall bear any and all financial, legal and other consequences for non-provision or inadequacy of the a.m. insurances
- 6.5 The above insurances shall include a requirement that the insurer shall inform BEMCO by written Notice of any cancellation or material change of the insurance. Such notification shall be made thirty days prior to cancellation or material change
- 6.6 SUBCONTRACTOR will be liable to pay for damages caused by him to any material and equipment of third party and damages to third party properties that are not covered by insurance or inadequacy of insurance cover provided that the maximum insurance liability shall not exceed the price of this Subcontract.

7 WARRANTIES & WARRANTY PERIOD:

- 7.1 I) material to be defect free and works to be performed in a workmanship like manner in conformity with and compliance with drawings, requirements of the Contract with the Client and the latest practices in the industry and
- II) Fixing/replacing defected material and faulty and/or rejected works discovered during execution or during a warranty period of twelve (12) months at no additional cost to BEMCO
- 7.2 If SUBCONTRACTOR doesn't make good any defaults in the performance of its works or damages resulting from its performance of the works within reasonable time not exceeding two (2) weeks from receiving a Notice of Default, then BEMCO shall carry out the Remedial Work by others and back charge the full costs to the SUBCONTRACTOR
- 7.3 The warranties and warranty period shall survive any amendments, alterations, suspension and/or termination of this Subcontract

8 SUBCONTRACT PRICE:

- 8.1 In consideration of timely and successful performance, completion/handover and warranty of the works, discharging all its duties and fulfilling its entire obligations under this subcontract, the SUBCONTRACTOR shall be entitled to and BEMCO shall pay to the SUBCONTRACTOR the lump sum price of ~~500,000,000 (Five Hundred Million Saudi Riyals)~~. Details are as shown in Appendix (II)
- 8.2 The price/s above is inclusive of all direct and indirect costs and inclusive of supplies, works, tests, controls, documents, salaries, burden, incentives and indemnities, equipment, materials, logistics, construction equipment tools, consumables, safety equipment and management, liabilities, risks, contingencies, overheads, taxes fees and profit.
- 8.3 Prices and unit rates shall be firm without any escalation during the whole period of the subcontract.



9 PAYMENT TERMS:

Payments to the SUBCONTRACTOR shall be made as follows:

9.1 Site Progress Payments:

90% of the price of completed approved works as site progress against a monthly invoice payable (30) days after submission and approval of the progress invoice by BEMCO Project Management

The BOQ (if any) shall be used as an inductive/proxy for measurement and pricing of work progress

9.2 Retention Payments:

10% of the subcontract price shall be paid as follows:

held as The retention of ten percent (10%) of the subcontract price withheld in accordance with Clause No (5) of this subcontract shall be paid as follows:

5% five percent of the subcontract price against an invoice payable (30) days after completion & handover of the works, issue of Preliminary Acceptance Certificate of the Works, submission, review and approval of the invoice by BEMCO Project Management

5% five percent of the subcontract price against a final invoice payable (30) days after expiry of the warranty period in clause No (6), issue of Final Acceptance Certificate of the Works, submission, review and approval of the invoice by BEMCO Project Management provided that all Defects Correction are rectified

10 SUBCONTRACT LAW:

Validity, construction and enforceability of this subcontract and all appendices, attachments, annexes that may have been entered into as additions to the existing terms and conditions agreement shall be governed in all respects by the laws and regulations of Saudi Arabia.

IN WITNESS WHEREOF, the Parties hereto have caused this subcontract and all appendices, attachments, annexes to be executed in two identical original copies, one for each party, in English language to be signed in the irrespective names as of the date mentioned in the beginning of this subcontract

Arabian BEMCO Contracting Co

Signature

8/11/2012

Name Ibrahim Salem
Title Proposal & Engineering Manager-MEP

Signature

Name Emad Ghandourah
Title Corporate Executive Director

BEMCO Services Company

Signature

Name Ali Hussein Joudary
Title: General Manager



Subcontract No BC122/3731
Project: Saudi Arabian National Guard – E/M Works
Owner: Saudi Arabian National Guard
Scope of Work: Testing and Commissioning
Subcontractor: BEMCO Services Company
Appendix (1)

SUBCONTRACT TERMS & CONDITIONS:

ARTICLE 1 SUBCONTRACTOR MANPOWER

- The SUBCONTRACTOR shall supply, mobilize to the project site qualified experienced engineers, technicians, and skilled labor in sufficient categories and numbers required for successful and timely completion of the works. Upon the of the signing of this subcontract, the SUBCONTRACTOR shall submit to BEMCO for review and approval an organization chart and manpower histogram showing manpower categories and the numbers per category that should be mobilized and existing at site at different stages of work schedule
- The Project Manager shall be responsible for daily operation, cooperation and coordination with BEMCO Project Management and other subcontractors working at Project site.
- The SUBCONTRACTOR safety and QA/QC Managers shall work with BEMCO safety and QA/QC Manager to ensure compliance with the Master safety and QA/QC procedure of the Project
- In case the SUBCONTRACTOR does not hire and assign any of the key personnel, BEMCO shall have the right to hire and assign the required category and numbers of personnel from a third party and back charge the full costs to the SUBCONTRACTOR
- The SUBCONTRACTOR shall maintain complete control over its employees and shall ensure that such personnel shall comply with BEMCO's rules and regulations prevailing at the time in question.
- The SUBCONTRACTOR shall at its own cost remove, replace (if required) any personnel that BEMCO deems unfit for incompetence, non-compliance, discipline or any other reason.
- The SUBCONTRACTOR shall not be entitled to withdraw any key personnel without the prior written consent of BEMCO.
- The SUBCONTRACTOR shall be legally financially responsible to adhere to and abide by all manpower laws, rules and regulations of the Kingdom of Saudi Arabia
- The SUBCONTRACTOR staff and labor will always be in a number and competence adequate to carry out the WORKS. If, in BEMCO's reasonable opinion, such is not the case, then, The SUBCONTRACTOR at its own cost substitute or increase them to that required and any and all costs therefore shall be for SUBBEMCO's account.
- The SUBCONTRACTOR shall not offer employment to any of the BEMCO personnel without prior written consent of the BEMCO.

ARTICLE 2 SUBCONTRACTOR CONSTRUCTION EQUIPMENT

- The SUBCONTRACTOR scope includes but is not limited to the supply and management of all construction equipment, machinery and tools required for safe, efficient and timely completion of its scope (i.e. cranes, forklifts, trucks, trailers, wchenes, wrenches, man-lifts, scaffolding, welding machines...etc.; and all other equipment and tools required for the completion of the works).
- The equipment, machinery and tools owned or rented must be certified, insured, fit for the job and in good working condition.
- Operators/drivers of these equipment must be licensed, Insured covered by GOSI (General Organization of Social Insurance), cover with proper medical

BC122/3731, Project: Saudi Arabian National Guard – E/M Works, Owner: SANG, Scope of Work: Testing and Commissioning, By: BEMCO Services Company



insurance and must be on the sponsorship of the SUBCONTRACTOR or the OWNER of the rented equipment.

- The SUBCONTRACTOR construction equipment shall be adequate in numbers, quality, and capacities to carry out the WORKS in accordance with the scope of work and the work schedule
 - If, in the reasonable opinion of BEMCO, any item of CONSTRUCTION EQUIPMENT is not or is no longer suitable or inadequate, then the SUBCONTRACTOR at his own cost shall either make adequate repairs and/or bring in additional equipment satisfactory to BEMCO
 - No CONSTRUCTION EQUIPMENT shall be removed from the site without the prior written approval of the BEMCO. Such approval shall not be unreasonably withheld if the CONSTRUCTION EQUIPMENT is no longer required for the purposes of completion of the WORKS.

ARTICLE 3

SUBCONTRACTOR SITE TEMPORARY FACILITIES & UTILITIES:

The SUBCONTRACTOR scope of work also includes the supply and management of temporary facilities required for the execution of the works and for his employees executing the works including but not limited to the following:

- Furnished site office including communication facilities
 - Furnished accommodation with utilities & services
 - Transportation to & from work site for its manpower
 - Catering services: mess-halls, fully equipped mess-halls for its manpower
 - Domestic water for the execution of its scope of work
 - Power supply for the execution of its scope and for its manpower at office and accommodation
 - Drinking and domestic water (in office, at site, mess hall & accommodation) for the use of its manpower
 - Cleaning & Janitorial services (in office, at site, mess hall & accommodation) for the use of its manpower
 - Disposal of trash & sewage out of project site into locations designated by local authorities.

ARTICLE 7

SUSPENSION OF WORK:

- 7.1 BEMCO shall have the right to suspend the works in total or in part for one time or for several times for the following reasons:

 - 7.1.1 Safety of completed works
 - 7.1.2 Safety of progress of work
 - 7.1.3 Safety of employees at site
 - 7.1.4 If suspension is directed by the Project Owner

7.2 In case the suspension of work is exercised under Para (7.1.1) to (7.1.3), SUBCONTRACTOR shall have no right to claim any compensation for loss of anticipated profit or any other compensation

7.3 In case suspension of work is exercised by the Project Owner, the SUBCONTRACTOR agrees to accept covenants and consequences as determined by the Project Owner

7.3 Stoppage of work for reasons of quality or noncompliance to the specifications, standards or requirements of the CONTRACT shall not be regarded as suspension of any portion/s of the WORKS

ARTICLE 8

TERMINATION OF WORKS AT CONVENIENCE:

- 8.1 CONTRACTOR, at its sole convenience, may terminate this subcontract or any portion of the works by giving SUBCONTRACTOR a written Notice specifying the date of termination and/or the terminated portion of the works



- 8.2 In case CONTRACTOR exercises termination of the Subcontract (or any portion of the works) under Para (8.1), then CONTRACTOR shall compensate SUBCONTRACTOR for all material delivered to the site and for all approved completed works up to the date of termination against reasonable verifiable auditable invoices.
- 8.3 SUBCONTRACTOR shall have no right whatsoever to claim any compensation for loss of anticipated profit or any other claim

ARTICLE 9

TERMINATIONS OF WORKS FOR A CAUSE:

- 9.1 BEMCO shall have the right to terminate the WORKS or any portion of the WORKS if such termination is exercised by the Project Owner
- 9.2 BEMCO shall also have the right to terminate the WORKS in total or in part if the SUBCONTRACTOR is in contractual, legal or financial Default.
- 9.3 In case BEMCO exercises termination of this subcontract under Para (9.2) of Clause No (9), then BEMCO shall have the right to exercise any and all of the following options:
 - 9.3.1 Hold all payments to the SUBCONTRACTOR till final settlement is reached
 - 9.3.2 Takeover including taking-over of material and equipment and complete the remaining works by others and back-charge the full costs to the SUBCONTRACTOR
 - 9.3.3 Hold the SUBCONTRACTOR shall be liable for other damages resulting from the situation

10

DISPUTES RESOLUTION

- 10.1 Disputes/differences that may arise from or related to this subcontract or any of its documents, appendices, schedules and / or references shall be resolved by amicable means. Failing such amicable means, disputes/differences shall be resolved by arbitration in accordance to the Arbitration Rules of the Kingdom of Saudi Arabia
- 10.2 The Arbitration sessions shall be held in the city of Jeddah ~ KSA
- 10.3 The arbitration award shall be final and binding to both parties

12

FORCE MAJEURE:

The force majeure terms and conditions of the CONTRACT with the Project Owner shall apply to this subcontract. Therefore the two parties of this subcontract hereby undertake to acknowledge a force majeure event as enforceable only if such force majeure is acknowledged as enforceable by the Project Owner

13

CORRESPONDENCE AND NOTICES

All notices to be given pursuant to this agreement shall be in writing in English language or in Arabic Language signed by a duly authorized representative of the Party initiating such notice and shall be either delivered by hand or sent by courier to the authorized representatives of the other party at its addresses mentioned at the beginning of this subcontract.

16

SEVERABILITY:

If any provision of this subcontract is determined to be invalid or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of the remaining provisions thereof. For the purpose of this section "provision" means any servable section, phrase or word which alters the intent of the parties. No failure by either party to exercise any of its rights or privileges under this subcontract shall operate as a waiver thereof

17

HEALTH, SAFETY & ENVIRONMENT:

- 17.1 The Subcontractor and all his employees working in the execution of the works under this subcontract shall observe and abide by the project Health, Safety and Environmental Plan and Regulations of the Project.



- 17.2 BEMCO HSE manager/officer shall communicate the project HSE plan to the Subcontractor and shall have the right to run random and regular inspections to ensure compliance of the Subcontractor.
- 17.3 Noncompliance to the HSE plan shall be regarded as a breach of and my lead to cancellation of this subcontract. The Subcontractor shall be held responsible for consequences of such cancellation.

18 SPECIAL TERMS & CONDITIONS:

- 18.1 The SUBCONTRACTOR shall inform BEMCO of any site accident within a period of forty eight (48) hours from the time and date the accident occurs. Should the SUBCONTRACTOR fail to do so, then the SUBCONTRACTOR alone shall be responsible for financial, legal and all other consequences
- 18.2 The SUBCONTRACTOR shall not assign any of its rights or privileges under this subcontract to a third party without BEMCO written prior approval
- 18.3 The SUBCONTRACTOR shall not subcontract the WORKS in total or in part to a third party lower tier subcontractor without BEMCO written prior approval. In case BEMCO approval is given, the SUBCONTRACTOR shall not be relieved from its contractual obligations under this subcontract
- 19.3 The SUBCONTRACTOR shall be responsible to pay to Saudi Authorities any Zakat, taxes or any other taxes that may levied by Saudi authorities

Arabian BEMCO Contracting Co

Signature

Name Ibrahim Salem
Title Proposal & Engineering Manager-MEP

Signature

Name Ernad Ghandourah
Title Corporate Executive Director



BEMCO Services Company

Signature

Name Ali Hussain Joudah
Title: General Manager



Subcontract No BC122/3731
Project: Saudi Arabian National Guard – E/M Works
Owner: Saudi Arabian National Guard
Scope of Work: Testing and Commissioning
Subcontractor: BEMCO Services Company
Appendix (II)

SCOPE OF WORKS

Sr.	Item Description	Unit	QTY	Unit Rate (SR)	Total Amount (SR)
1	Cable Pulling of 13.8 KV MV Cables, 3CX300mm ²	M	19,641.67	١٩٦٤١.٦٧	٣٨٥,٣٣٦.٠٦
2	Cable Pulling of 13.8 KV MV Cables, 3CX70mm ²	M	200	٢٠٠	٢٠٠,٠٠
3	13.8 KV, 3CX300mm ² Cable Termination	No's	86	٨٦	٧٣٣,٣٣
4	13.8 KV, 3CX300mm ² Cable Joint	No's	40	٤٠	١٦٠,٠٠
5	13.8 KV, 3CX70mm ² Cable Termination	No's	80	٨٠	٦٤٠,٠٠
6	High voltage test for 13.8 KV, 3CX300mm ² Cable & 13.8 KV, 3CX70mm ² Cable	Circuit	84	٨٤	٦,٧٣٣,٣٣
7	Installation unit substation 1000KVA, 13.8 v/0.4Kv (SS-QA01,SS-QA 02, SS-QA03, SS-QA37)	No's	37	٣٧	٣٧٣,٣٣
8	T&C unit substation 1000KVA, 13.8 v/0.4Kv (SS-QA01,SS-QA 02, SS-QA03, SS-QA37)	No's	37	٣٧	٣٧٣,٣٣
9	Installation unit substation 1500KVA, 13.8Kv/0.4 Kv (SS-QASTP)	No's	1	١	١,٣٣٣,٣٣
10	T&C unit substation 1500KVA, 13.8Kv/0.4 Kv (SS-QASTP)	No's	1	١	١,٣٣٣,٣٣
11	HV Test for 13.8 KV/Ring main units	No's	38	٣٨	٣٧٣,٣٣
Total Price					٣٨٥,٣٣٦.٠٦

