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# INTRODUCTION

* 1. **Bidders are required to adhere to the specific instructions listed below in addition to the instructions provided in the GENERAL INSTRUCTION TO BIDDERS. Failure to follow these instructions accurately may result in rejection of your proposals.**
  2. **Bidders are requested to take special note of Paragraph 17 and 19 of the GENERAL INSTRUCTIONS TO BIDDERS regarding compliance with Saudization and GOSI requirements, respectively**.
  3. The Saudi Arabian Oil Company (SAUDI ARAMCO) plans to procure a Contract on a Lump Sum Procure and Build (LSBP). This Contract will be executed with the successful Bidder. As such, SAUDI ARAMCO hereby solicits Technical and Commercial Proposals from selected Contractors referred to herein as "Bidders."
  4. Bidders shall visit the WORK Site in order to ascertain pertinent conditions such as: accessibility, the character and extent of existing WORK within or adjacent to the WORK Site, the topography and ground conditions, the availability of support facilities and utilities, etc. **Failure of the bidders to adequately acquaint themselves with conditions at the WORK Site will not relieve them from the responsibility of completing the WORK in accordance with the terms and conditions of this Requisition.**

# INVITATION FOR PROPOSALS

Invitation for Proposal (IFP) documents consist of the following:

1. Invitation for Proposals (IFP) letter
2. General Instructions to Bidders (GIB)
3. This Specific Instructions to Bidders (SIB)
4. Pro-forma Contract documents and all documents attached thereto or referenced therein which includes the Issued for Bid (IFB)/Preliminary Engineering Design package (Project Proposal Document).

Bidders are required to submit in full compliance with the issued IFP Package, Primary Technical and Commercial Bids for the WORK.

Information contained in this IFP Package shall be the basis for Bidders’ Bids and nothing shall be deemed to change or supplement this basis except for written revisions to the above documents issued to the Bidders by the Contracting Representative in the form of an Addendum. Explicit or implicit qualifications made by the Bidders to any of the above documents shall have no force or effect.

All of the information and instructions required for the preparation of the Bids are either contained in this IFP Package or incorporated by reference.

# SAUDI ARABIAN REGISTRATION

Bidders are hereby advised that SAUDI ARAMCO shall only enter into a contract for WORK to be carried out in the Kingdom of Saudi Arabia (IK) with a Bidder who is commercially registered, or who has been ministerial licensed under the laws of Saudi Arabia at the time of Commercial Proposal opening.

# JOB EXPLANATION MEETING AND CONSTRUCTION SITE VISIT

In order to give prospective Bidders as much information as possible to assist them in the preparation of their Proposals and to ensure that they all have the same information, the following procedure shall be followed after the issuance of the complete Invitation for Proposal (IFP) documents:

- General Instructions to Bidders

- Specific Instructions to Bidders and

- Pro Forma Contract

- LSPB Scope of Work & Proposal Drawings

- Construction Drawings

- Compact Disk (CD) contains SAUDI ARAMCO Standards

The Job Explanation Meeting will review the scope of the WORK, discuss the complete Invitation For Proposal (IFP) documents, to answer Bidders questions, and to discuss details for the Site Visit, will be held at the time, date and location specified in the IFP covering letter.

**FAILURE TO ATTEND THE JOB EXPLANATION MEETING SHALL BE A CAUSE FOR DISQUALIFICATION.**

SAUDI ARAMCO will audio record the Job Explanation Meeting for its permanent records. SAUDI ARAMCO will not provide duplicate tapes or meeting minutes of any kind.

Mandatory WORK Site Visits will be conducted at the time, date and location specified in the IFP covering letter. Bidders are required to visit the WORK Sites prior to Bid submission, to ascertain pertinent local conditions, such as the accessibility and general character of the WORK Site, the character and extent of the existing WORK within the WORK Site and adjacent thereto, and perform any other evaluation or surveys of the WORK Site as necessary to be able to submit a complete Technical and Commercial Proposal, and if selected, carry out the WORK. Any information obtained during such WORK Site Visits shall not be deemed to change or supplement the basis set forth in this IFP unless such information is formally issued as an Addendum to the IFP documents.

All WORK Site Visit attendees must have their own personal protective equipment (PPE), including flame resistant clothing (FRC), safety shoes, hard hats and safety glasses. Any attendees not complying with these requirements will not be allowed into the WORK Site. Neither cameras nor cellular phones fitted with cameras will be allowed into the WORK Site.

Bidders will be required to submit the names of their company representatives who will attend the Site Visit, immediately after receipt of the IFP package to allow adequate time to process temporary access to the WORK Site. Bidders should provide the attendees names, nationality, Iqama/passport number and Aramco ID number along with a copy of each attendees Iqama/passport and Aramco ID, if applicable.

The Contract Representative will advise Bidders of the procedure required to visit the Construction Site. The Construction Site Visit, which will be conducted at the time specified in IFP Letter, shall be strictly limited to a total of three (3) Bidder Representatives representing the Bidder.

**FAILURE TO ATTEND THE SITE VISIT(S) SHALL BE A CAUSE FOR DISQUALIFICATION.**

**ALL COSTS OF PROPOSAL PREPARATION, INCLUDING ANY TRAVEL AND VISAS THAT MIGHT BE REQUIRED, SHALL BE BORNE SOLELY BY THE BIDDERS.**

# QUESTIONS DURING BIDDING

If Bidders have questions after receipt of the IFP they shall be submitted in writing through the Aramco Electronic Contracting Network (ECN). The Contracting Representative will send a written copy of the questions and answers to all Bidders, and any revisions or changes resulting from such questions and answers will be incorporated into the formalized contracts. However, Bidders' questions which are specifically related to a Bidder's proposed method of performing the WORK, or to unsolicited alternative proposals, or considered by Bidder to include Bidder proprietary information, shall be stated as such in Bidder's communication. SAUDI ARAMCO will evaluate the proprietary nature of the questions, and if it is determined that the question does involve information that is unique and confidential to the bidder, the question shall be treated as confidential and the answer shall only be given to the inquiring Bidder. Otherwise, the inquiring Bidder will be advised that SAUDI ARAMCO does not believe the question involves information that is confidential to the Bidder and the Bidder will be requested to either agree to have the question and their responses released to all Bidders or not receive an answer to the question.

**Questions received after the date specified in the IFP letter will not be acknowledged or responded to.**

The Contracting Representative will transmit through ECN to all Bidders any modifications ("Addendum") to the IFP that become necessary during the bidding period.

All questions shall be submitted electronically via ECN; however the Contracting Representative information is as follows:

To: FATIMAH KASSAB, Contracts Representative

Contracting Department

SAUDI ARAMCO

P.O BOX +1500

Dhahran, Saudi Arabia

Tel: +966-13-874-4252

Email: [**fatimah**](mailto:IMRAN.AKHTAR@ARAMCO.COM)**.kassab@aramco.com**

No other SAUDI ARAMCO Department or personnel shall be contacted with respect to this Contract or the Bids prior to Contract Award.

As part of the proposal evaluation process, SAUDI ARAMCO’s Bid Review Team (BRT) may require clarification from one or more of the Bidders. A request for clarification should not be interpreted as a prelude to contract award nor should it be perceived as an invitation for other Bidders to initiate discussions regarding their proposals. Contract award is subject to the discretion of SAUDI ARAMCO.

# BIDDER’S POINT OF CONTACT

Immediately after receipt of the IFP, each Bidder shall nominate and forward to the Contracting Representative above the name and contact information, including email, telephone/facsimile numbers, for its single point of contact. To ensure good coordination and communication throughout the bidding period, such individual shall be responsible for all communications with the Contracting Representative during the bidding period and all notifications shall be deemed to be received by the Bidder if sent to its nominated single point of contact. Such communications shall only include questions relating to the IFP.

# PREPARATION OF BIDS

Further to Paragraph 5 of the General Instructions to Bidders, all Bidders are required to submit Technical,IKTVA and Commercial Proposals in accordance with the provisions of this IFP Package.

* 1. Technical Proposal

**NO COMMERCIAL INFORMATION WHATSOEVER SHALL BE INCLUDED IN THE TECHNICAL PROPOSAL.**

Each Bidder is required to submit a Technical Proposal that is in strict compliance with all aspects of this IFP including the requirements listed in Section II of these Specific Instructions to Bidders (SIB). SAUDI ARAMCO reserves the right to execute this Contract as bid without exceptions. Therefore each Bidder is required to describe in its Technical Proposal on a paragraph-by-paragraph basis how it proposes to meet all the requirements of Schedule "B" and its attachments of the pro-forma Contract.

Bidders’ Technical Proposals shall clearly indicate the proposed geographical location of the various activities associated with the WORK.

* 1. IKTVA Proposal

Bidder shall submit an IKTVA proposal that will meet the minimum IKTVA target of 46% for the base duration of this contract in accordance with the tables listed Section IV of this Specific Instructions to Bidders. Any other forms will not be accepted.

* The IKTVA proposal shall be submitted in a separate envelope and shall include an IKTVA Proposal Transmittal Letter.
* Bidders are not to include any commercial information in their IKTVA proposal other than the proposed percentages.
* For each IKTVA category, Bidder shall propose the percentage of the revenues generated from this contact that will be spent on IKTVA.
* IKTVA proposal shall be substantiated with evidences and any related supporting documents that demonstrate the achievability of the proposed plan.
* This information will be incorporated into Schedule I (In-Kingdom Total Value Add) of the contract and become a binding contractual commitment on the Bidder.
  1. Commercial Proposal

**Each Bidder is required to submit a Commercial Proposal that is in absolute conformance with the IFP without exceptions.** Commercial Proposal shall be submitted in the format set forth in Pricing Attachment I to Schedule "C" of the pro-forma Contract and, in addition, Bidders shall complete all Attachments in Section III of these Specific Instructions to Bidders. Bidders shall have a duly authorized officer sign all pages of its Commercial Proposal.

Commercial Proposal shall contain no interlineation, erasures or insertions except as necessary to correct errors made by the Bidder. Each interlineation, erasures or insertions shall be initialed by the person or persons signing the Commercial Proposal. In addition, by separate document, the Bidder shall explain the reasons for any interlineation, erasures or insertions in the Commercial Proposal.

* 1. Non-mandatory Alternative Proposals

Bidders are encouraged to develop and propose alternatives that will reduce contract price or improve schedule or the operating economy with no sacrifice in safety and security or operability of the FACILITIES, or safety and security of personnel. Particularly, Bidders are encouraged to submit an alternative proposal that proposes a different approach to successfully complete the requirements set forth in the Contract and Functional Specification Documents. However, any such alternative proposals shall only be considered by SAUDI ARAMCO if Bidder’s Base Bid is in strict compliance and absolute conformity with all aspects of the IFP documents.

When such alternatives are proposed, they shall be submitted in separate sealed Technical, Commercial and IKTVA Proposal envelopes, with an alternative proposal number indicated on the envelope and on the related documents. The related alternative Technical and Commercial Proposals shall have the same alternative proposal number. Alternative Technical Proposals shall clearly describe the non-commercial aspects of the alternative as compared to the Base Proposal.

If exceptions and clarifications are addressed in Bidder’s Alternative Bid, such exceptions and clarifications shall be fully explained, clearly defined and justified. If Bidder believes that the Technical Proposal contained within its Alternative Bid requires revisions to any provision of the pro-forma Contract, such revisions shall be clearly specified, and Bidder’s exact modified wording proposed for the pro-forma Contract shall be included in the Technical Proposal contained within its Alternative Bid.

Alternative Proposals shall be addressed and submitted in the same quantities as the "Base Proposal”.

* + 1. Bank Guarantee in Lieu of Retention – Alternative Proposal

In addition to submitting a bid using Version A “Base Proposal” of Schedule “C”, which allows for SAUDI ARAMCO retention, Bidder has the option to submit a bid using Version B “Alternative Proposal” of Schedule “C”, which permits Bidder to submit a Bank Guarantee in lieu of SAUDI ARAMCO retention. The Bank Guarantee shall be submitted in the standard format provided by SAUDI ARAMCO in Exhibit III of Schedule “C” and issued by a Bank approved by SAUDI ARAMCO in writing.

# SUBMISSION OF PROPOSALS

**Further to the requirements of Paragraph 5 of the General Instructions to Bidders**, for Requisition No. 3000845247, the applicable Bidder is required to submit Technical, IKTVA and Commercial Proposals in accordance with the provisions of this IFP Package for the following:

1. Base propsal: procure, deliver and construct RTR pipeline
   1. Non-Mandatory alternative: procure, deliver and construct RTP pipeline

Bidders shall refer to such submittal as the Base Bid Proposal or Non-mandatory Alternative Proposal. Each Bid comprised of a Technical Proposal, IKTVA Propsal and a Commercial Proposal in a SEPARATE manner.

Technical, Commercial and IKTVA Proposals shall be submitted in **separate sealed packages**, marked as follows:

CONFIDENTIAL

Base Bid or (Non-mandatory Alternative Bid)

Technical (or) Commercial Bid (or) IKTVA bid, as applicable

Bidder's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Requisition No.: 3000845247

Contract Title: Sour water Pipeline from JNGLF to RTR

Contracting Representative: FATIMAH KASSAB, Contracts Representative

"BID ENCLOSED"

**Two (2) electronic (soft) copies through USB of the Technical Proposal, Two (2) electronic (soft) copies through USB of IKTVA proposal, and the original hard copy Commercial Proposals with one duplicate copy and one (1) electronic copy through USB shall be deposited in the SAUDI ARAMCO Contracting Department Central Bid Box:**

Contracting Department

Central Bid Box

Located in Room A-162,

A-Wing, Building 3301, North Park 2, Dhahran

**If there are any conflicts between the hardcopy and the softcopy, the hardcopy will prevail.**

It is in the Bidder's interest that its proposal be clearly identifiable. No responsibility will attach to SAUDI ARAMCO or any of its employees for the premature opening of, or the failure to open, a bid not properly addressed and identified.

No other SAUDI ARAMCO Department is to receive a copy of any proposal nor shall any SAUDI ARAMCO employee be made aware of its contents.

# CONFORMITY OF PROPOSALS

## Bidder's proposals (IKTVA, Technical and Commercial) shall be in strict accordance and absolute conformity with all specifications and terms and conditions of the Invitation for Proposals (IFP) This shall be referred to as the "Base Proposal." No deviations (exceptions, modifications, substitutions) from the IFP documents shall be incorporated in the Base Proposal. Bidder shall submit only one (1) such Base Proposal. Failure to submit the Base Proposal in strict compliance with all specifications and terms and conditions of the IFP documents may be cause for disqualification, or rejection of a Bidder's Proposal at SAUDI ARAMCO’s sole discretion.

## **Each Bidder shall issue a statement confirming that the Bidder has submitted its proposals strictly in accordance with the IFP documents without exception**. Bidders shall make this statement by issuing the text of the Technical and Commercial Proposal Transmittal letters included as Attachment I to Section II and Section III to these Specific Instructions to Bidders. The transmittal letter for the Contract shall be signed by Bidder and shall be included as part of each Bidder's Technical and Commercial Proposal documents. Failure to include this statement shall be a basis for disqualification at SAUDI ARAMCO’s sole discretion without further consideration. SAUDI ARAMCO will not undertake any responsibility to search out, find, or acknowledge qualifications contained in Bidder's Proposal documents whether stated expressly or implied.

* 1. Bidder shall use the attached Sections II and III to this Specific Instructions to Bidders, Bidder's Technical and Commercial Proposal forms, without change or modification to comply with the requirements of IFP. Failure to comply with this requirement shall be cause for rejection of Bidder's proposals.
  2. It is the Bidder's responsibility to determine the impact on its Contract performance or price due to Saudi Arabian Government regulations or changes in the same, including but not limited to, employment of Saudi nationals, visa requirements for new expatriate employees, Iqama renewals for existing expatriate employees, or any other costs associated with conducting business in Saudi Arabia.

# VALIDITY OF PROPOSALS

Notwithstanding paragraph 7 in the General Instruction to Bidders (GIB), all proposals shall remain valid for a minimum period of **one hundred fifty (120) calendar days** after the Bid Closing Date.

# BID CLOSING DATE

## The Bid Closing Date is the latest date Proposals may be submitted.

All Proposals must be received at the addresses specified in Paragraph 8 by 15:00 hours local time in Dhahran on the Bid Closing Date. Proposals received after the Bid Closing Date will not be accepted, and will be returned to the Bidder **unopened.**

SAUDI ARAMCO shall not assume responsibility for delays due to late mail delivery and therefore recommend that all Technical and Commercial Proposals be forwarded by courier delivery service well in advance of the Bid Closing Date.

# CURRENCIES OF BID AND PAYMENTS

12.1 Primary Bid

Bidders shall submit their Primary Commercial Proposal Bid, including the Contract Price and any Work Unit or Time Unit Rates, and all other Rates, in Saudi Riyals.

12.2 Contract Payment

Contract Payments will be in Saudi Riyals.

# SELECTION OF CONTRACTOR

## Technical and Commercial Proposals will be opened privately and Bidders will not be present. Technical and IKTVA Proposals will be opened and evaluated first. SAUDI ARAMCO will only open the Commercial Proposals of those Bidders who’s Technical Proposals are deemed satisfactory.

## SAUDI ARAMCO reserves the right to reject any bid for any reason and award the Contract to any party they choose. However, SAUDI ARAMCO will normally award the Contract to the technically and financially qualified Bidder who offers the overall least cost. SAUDI ARAMCO, in the evaluation of Commercial Proposals will take into account the Lump Sum Price and the Unit Rates provided in Pricing Attachment I to this Contract Schedule "C".

## SAUDI ARAMCO reserves the right to delete or require reduction of any Unit Rates which SAUDI ARAMCO considers excessive.

## Bidders' Technical Proposals for "Key Personnel" and "Subcontractor(s)" will be verified prior to Contract award. The Bidder shall be expected to provide the "Key Personnel" and/or "Subcontractor(s)" proposed in the Technical Proposal, unless SAUDI ARAMCO specifically approves substitutes in writing. Such approvals will be entirely at the discretion of SAUDI ARAMCO which will not be unreasonably withheld. Substitutes whether accepted or rejected, shall not change the Bidder's Lump Sum Price or Critical Milestone Dates.

# PERFORMANCE GUARANTEES

## Based on the financial information previously submitted, SAUDI ARAMCO, in its sole discretion, shall determine whether the successful Bidder must provide a Bank Guarantee or a Parent Company Performance Guarantee, or both.

## Bidders shall note the statement in the Technical and Commercial Proposal transmittal letters whereby Bidder's Parent Company agrees to provide, within one (1) week of a formal SAUDI ARAMCO request, an executed Parent Company Performance Guarantee in a form acceptable to SAUDI ARAMCO. The Parent Company Performance Guarantee, if requested, must be presented to SAUDI ARAMCO prior to Contract execution, on letterhead of the Parent Company of Bidder and in the form specified in Section V of these Specific Instructions to Bidders for the Performance Guarantee. If a Bank Guarantee is requested, it must be executed on the letterhead of a bank acceptable to SAUDI ARAMCO and in a form provided by SAUDI ARAMCO for the Bank Guarantee.

## If a Parent Company Performance Guarantee is requested, Bidder shall also submit a board resolution authorizing the issuance of the Parent Company Guarantee and a written legal opinion of outside legal counsel licensed to practice law in the country or state where the parent company is legally registered, which shall state that:

1. All necessary corporate formalities for execution of the Parent Company Performance Guarantee have been complied with;
2. All formalities and obligations of the Parent Company to the government (or country of governing law), or any agency of that government, relating to the guarantee and its issuance have been complied with; and
3. In counsel's opinion, that the issuance of the Parent Company Performance Guarantee that has been executed is a valid corporate act by the Parent Company and that the guarantee is enforceable under the laws of the country which laws govern the Guarantee.

The opinion and any supporting documents, such as a Board of Director's resolution or foreign exchange approvals must be completed in English and submitted to SAUDI ARAMCO prior to the signing of any Contract.

## Once SAUDI ARAMCO has determined that a Parent Company Performance Guarantee is necessary, it will not waive this requirement. SAUDI ARAMCO will not enter into any Contract with a Bidder that is required to provide a Parent Company Performance Guarantee and/or Bank Guarantee, but fails to do so.

## Any Parent Company Performance Guarantee or Bank Guarantee required of a Bidder shall be provided at Bidder's sole expense.

# CONFLICT OF INTEREST

All Bidders should familiarize themselves with the Conflict of Interest provisions which are included in Schedule A, Paragraph 21. Any violation of these provisions prior to Contract award will be cause for disqualification of Bidder's Proposals.

# GOVERNMENT LIAISON

Bidders are advised that the successful In‑Kingdom Construction CONTRACTOR shall be expected to conduct Government Liaison activities on its own behalf and for its personnel working in Saudi Arabia. For purposes of illustration, such activities include, but are not limited to, contacts with and reports to the Saudi Arab Government, its agencies and officials, concerning such matters as:

### Violation of laws or regulations by employees brought to Saudi Arabia to engage in the performance of the WORK.

### Arranging for passports, visas, authorizations, work and residence permits and licenses required for entry to and departure from Saudi Arabia for CONTRACTOR and CONTRACTOR's employees, including Vendor Representatives and consultants.

### Employee Relations and claims against CONTRACTOR under the Saudi Arab Labor and Workmen Law, the Saudi Arab Social Insurance Regulations or other applicable laws and regulations.

### Debts and obligations of CONTRACTOR's employees.

### Licensing, including motor vehicle and equipment operator licenses, medical and other professional licenses, drug importation and communications equipment licenses, required by CONTRACTOR in order to perform the WORK.

### Registrations, including vehicle and equipment required by CONTRACTOR.

### Land-use matters affecting CONTRACTOR's performance of the WORK.

### Arabic language translation services required by CONTRACTOR, consis­tent with applicable Saudi Arab Government regulations, or which CONTRACTOR may otherwise reasonably require.

### Customs clearance for materials procured by CONTRACTOR for the WORK.

Bidders shall maintain effective liaison with the appropriate Saudi Arab Government officials and agencies, without assistance or support from SAUDI ARAMCO or COMPANY.

# ADHERING TO GOVERNMENT SAFETY AND SECURITY REGULATIONS

SAUDI ARAMCO received a letter from the Projects and Engineering Division of General Security (Ministry of Interior) in the Eastern Province indicating that some SAUDI ARAMCO Contractors have not been adhering to traffic safety regulations and have also been commencing work before obtaining the necessary Government permits. The Ministry reminded that this would result in such Contractors being stopped from performing their work and being subject to fines.

As a result, SAUDI ARAMCO wishes to draw all Contractors' attention to this matter and remind everyone that it is each Contractor's responsibility to follow all applicable Government and SAUDI ARAMCO rules and regulations. A contractor's failure to do so, and any resulting delays, will constitute a breach of Contract with SAUDI ARAMCO in addition to the penalties and disciplinary actions imposed by the Government.

# SAFETY AND WILDLIFE CONSERVATION

## SAUDI ARAMCO received a letter from the Civil Defense Directorate indicating that some SAUDI ARAMCO Contractors building access roads have been digging several trenches and leaving them unburied after WORK completion. Since these unburied trenches are extremely dangerous especially during rainfalls, SAUDI ARAMCO Contractors who dig trenches for building access roads or for any other reason, must install barricades, warning signs and cautionary tapes around these trenches. Upon completion of WORK, Contractors must backfill or bury these trenches to their original conditions.

## Furthermore, Contractors performing WORK in desert areas shall make sure that they preserve the wildlife environment such as trees, desert roads and valley streams, except as specifically required for the execution of the WORK.

# PROHIBITION OF DEVICES WITH BUILT-IN CAMERAS

Be advised that the possession and use of cameras in restricted areas, without proper written authority, is forbidden by SAUDI ARAMCO and the Saudi Arab Government. Restricted areas include pipelines, pipeline corridors, hydrocarbon facilities and plants and communications facilities. Bidder requests for photography shall be governed by and in accordance with SAUDI ARAMCO General Instruction No.GI 710.011.

# DISPOSITION OF INVITATION FOR PROPOSAL DOCUMENTS

If, after receiving the IFP documents, a Bidder decides not to bid, Bidder shall promptly notify the Contracting Representative and return all IFP documents including addenda, no later than ten (10) days after Bidder notifies the Contracting Representative of its decision, to the address shown in Paragraph 5.3 of this Specific Instructions to Bidders.

All unsuccessful Bidders are required to return all IFP documents no later than ten (10) days after being so informed in writing. All IFP documents shall be returned to the address shown in Paragraph 8.1 of this Specific Instructions to Bidders.

# BIDDER WITHDRAWAL

SAUDI ARAMCO welcomes the participation of the selected Bidders on this project and on future SAUDI ARAMCO projects. At the same time, SAUDI ARAMCO expects all Bidders who express interest and attend the Job Explanation Meeting to be serious about their commitment to the project on which they decide to bid. Unfortunately, a Bidder's decision to withdraw after the Job Explanation Meeting places SAUDI ARAMCO at a disadvantage, which becomes even more serious if such withdrawal occurs after the Bidder submits a bid.

Therefore, SAUDI ARAMCO would like to caution that a Bidder's decision to withdraw after the Bid Closing Date may subject him to penalties, including suspension from SAUDI ARAMCO bid slates for a significant period of time at their respective discretion.

SAUDI ARAMCO urges all Bidders to keep this in mind and ensure prior to bid submission that your company will be ready to immediately sign the Contract if selected by SAUDI ARAMCO and that your bid is free from significant mistakes that may later cause you to withdraw.

# PROCUREMENT OF MATERIALS UNDER LSPB CONTRACTS

## Procurement Policies:

### The requirements of Schedule "G" reflect policies which SAUDI ARAMCO steadfastly maintains. These policies aim to:

1. actively promote the development of the local Saudi business community; and
2. foster strong business relationships with Saudi suppliers to ensure both long term purchasing economies and material quality; and
3. Encourage Saudi suppliers to establish and maintain inventories of materials in the Kingdom so that SAUDI ARAMCO operations are not interrupted.

In order to advance its commercial interests including the development of local supply capabilities, SAUDI ARAMCO strongly supports the growth of the Saudi infrastructure particularly that of the Saudi manufacturing sector. SAUDI ARAMCO has established two major policies for its own procurement. To summarize:

**First:** Materials must come from sources which are technically capable and financially qualified, whose products meet COMPANY’s technical requirements, and whose bids are selected on a non-discriminatory basis.

**Second:** Materials must come from sources which are financially competitive, and, where Saudi Manufacturers or Saudi Agents of Out-of-Kingdom sources are competitive, material requirements are preferentially to be purchased from these In-Kingdom sources of supply.

**Note:** All purchases must be from the Regulated Vendors Lists provided in SAUDI ARAMCO Engineering Standards**.**

### SAUDI ARAMCO has estimated that if it, rather than the Contractor, were procuring the material for the Facilities, eighty percent (80%) of the material would be purchased from Saudi manufacturers and Saudi vendors who supply materials from out of Kingdom sources.

### SAUDI ARAMCO is providing this estimate not to indicate a target which the Contractor must achieve, but to assist each Bidder in determining the amount of work which the Contractor's purchasing office in Saudi Arabia could perform.

### To facilitate these policies, specific reporting requirements for materials invoicing source identification, and Purchase Order Placement are included as contractor obligations in Schedule "G" Identification of Source of Material.

## Saudi Manufacturer Participation:

In accordance with Schedule "G", the CONTRACTOR shall contemporaneously solicit quotes from both Saudi manufacturers and Out-of-Kingdom suppliers for those materials identified in SAUDI ARAMCO’s report and valued above $10,000. The lowest priced technically acceptable quote from each of these two groups shall be transmitted to SAUDI ARAMCO. After applying an equalization formula, SAUDI ARAMCO may exercise the right to direct CONTRACTOR's placement of these goods. Any additional costs to the CONTRACTOR which are directly attributable to this direction shall be reimbursed.

## Spare Parts:

In accordance with provisions in Schedule “G”, Attachment II, the Contractor will be required to:

### Procure Start-up Spare Parts for all equipment for the Facilities; and

### Provide the identified documentation to SAUDI ARAMCO for it to procure Operating Spare Parts.

All costs associated with these responsibilities are to be included in the lump-sum Contract Price.

## Preference for Saudi Carriers:

SAUDI ARAMCO utilizes the National Shipping Company of Saudi Arabia (NSCSA) and the United Arab Shipping Company (UASC) for ocean shipments, and the Saudi Arabia Airlines (Saudia) for air shipments, or their agents and representatives, for shipping a significant portion of its material. SAUDI ARAMCO encourages its contractors and suppliers to also utilize the services of these Saudi companies when shipping material for SAUDI ARAMCO projects whenever their services and their costs are competitive with other alternatives.

## Saudi Arabian Standards Organization ICCP Certification:

For any material which Bidder proposes to import and which requires certification under present Saudi Arabian Standards Organization (SASO) International Conformity Certification Program (ICCP) regulations, a certificate of conformity will be required for submittal to the Saudi Arab Customs authorities to allow clearance of the goods.

Questions regarding exact standards and procedures for ICCP certification should be directed to the SASO appointed Program Manager:

SASO Program Manager (ICCP)

P.O. Box 3437

Riyadh 11471

Kingdom of Saudi Arabia

Tel. No. (966) (1) 452 0101

Fax. No. (966) (1) 456 9977

For a complete listing of all other regional offices and contacts, go to [www.iccp.com](http://www.iccp.com).

## Saudi Arab Customs Duties:

Article 98 Paragraph 4 of the Rules for the Implementation of Saudi Arab Customs Regulations provides for the import and re-export of tools and equipment on a refundable deposit basis. To eliminate unnecessary expenditures, Bidders are not to include in their bid(s) any costs to cover customs duties for CONTRACTOR-supplied tools and equipment to be re-exported. With regard to Saudi Arab Customs on tools and equipment to be re-exported, CONTRACTOR should:

### Furnish Customs Authority with a list of the tools and equipment. Particulars and quantities of the tools and equipment are to be listed in duplicate, one copy shall be maintained by Customs Authority for reference upon re-export and the other copy shall be given to CONTRACTOR. The tools and equipment must be segregated and shipped separately on individual airway bill or bill of lading.

### Indicate the approximate period during which the tools and equipment will be temporarily used in the Kingdom.

### Pay customs duties and additional charges on the tools and equipment as a deposit, which will be retained for a period of six months. The CONTRACTOR is expected to re-export the items before the end of the period of six months.

### Contact Customs Authority within the six month period in the event CONTRACTOR wishes to extend such period requesting extension of the period with a justification for the extension, otherwise the deposit will be forfeited. The period may not be extended for more than a year except under exceptional circumstances, and only by order of the Ministry of Finance.

### Deposits will be refunded only after confirming that the quantities and particulars of the tools and equipment have been verified against the import lists and after re-export is confirmed. Only the customs duties collected excluding additional portage and port charges are refunded, on the basis that such tools and equipment have been provided services of unloading on docks and transportation. Irrevocable customs duties will be imposed on tools and equipment which remain in the Kingdom and which CONTRACTOR intends to sell locally. Such duties will be deducted from the refundable deposit on the basis of charges assessed when the tools and equipment were imported.

# SAUDIZATION

The requirements of Schedule “S” of Requisition No. 3000845247 reflect the intention of SAUDI ARAMCO to promote and develop the employment of Saudi Arab citizens within the local business community.

SAUDI ARAMCO welcomes any idea during or after bidding to induce the employment of Saudi Arabs in the IK and IK contracts.

# Prohibition of Devices with Built-In Cameras

# IN-KINGDOM TOTAL VALUE ADD (IKTVA) PROGRAM

## Bidder shall submit an IKTVA proposal that will meet the minimum IKTVA target of 46% for the base duration of this contract, and shall comply to the tables listed Section IV of this Specific Instructions to Bidders. Any other forms will not be accepted.

## The IKTVA proposal shall be submitted in a separate envelope and shall include an IKTVA Proposal Transmittal Letter.

## Bidders are not to include any commercial information in their IKTVA proposal other than the proposed percentages.

## For each IKTVA category, Bidder shall propose the percentage of the revenues generated from this contact that will be spent on IKTVA.

## IKTVA proposal shall be substantiated with evidences and any related supporting documents that demonstrate the achievability of the proposed plan.

## This information will be incorporated into Schedule I (In-Kingdom Total Value Add) of the contract and become a binding contractual commitment on the Bidder.

# CONFIDENTIALITY OF DOCUMENTS

In order for you to prepare your proposal for the subject Contracts, it will be necessary for SAUDI ARAMCO to provide you with certain information, including but not limited to: schedules, designs, drawings, calculations, specifications and standards. Due to the sensitive nature of the documentation, you are required to sign a confidentiality agreement prior to the release of the IFB to you. Such information must be held confidentially and shall not be disclosed to any third parties without the written permission of SAUDI ARAMCO.

# ELECTRONIC PAYMENTS

SAUDI ARAMCO wishes to emphasize that payment of CONTRACTOR invoices are made electronically via wire transfer as indicated in the Invoicing & Payment provision in Schedule "C" of the Contract. As required in said provision, CONTRACTOR shall submit to the appropriate SAUDI ARAMCO entity as specified in the applicable contract the related bank account information within ten (10) days after the effective date of the Contract. Failure to do so will result in CONTRACTOR not receiving payments.

# UNSUCCESSFUL BIDDERS

Unsuccessful bidder will be informed through ECN by Contracting Department Representative. An unsuccessful bidder may, if it wishes, request in writing to be formally debriefed to enable it to be more competitive in the future, although no pricing information will be disclosed to it.

END OF SECTION I TO THE SPECIFIC INSTRUCTIONS TO BIDDERS

SECTION II

PREPARATION OF UNPRICED TECHNICAL PROPOSALS

1. INTRODUCTION
   1. **BIDDERS SHALL NOT QUOTE PRICES, OR OTHER COMMERCIAL TERMS OF ANY NATURE, IN THE TECHNICAL PROPOSAL.**
   2. Bidders shall submit, as part of the un-priced Technical Proposal, all of the information required in Paragraph 2.0 of this Section II for both of the Base and Non-Mandatory Alternative Proposals **SEPARATELY**. The Technical Proposal shall be in the English language and will be submitted **in duplicate** as a separate package. Bidder shall not include commercial information or pricing in the Technical Proposal. SAUDI ARAMCO will open and evaluate the Technical Proposal to determine Bidder's understandings of the complexities of the construction and his method of completing the WORK. THE TECHNICAL PROPOSAL MUST CONTAIN THE INFORMATION IN PARAGRAPH 2.0 OF THIS SECTION II AS IT APPLIES TO THIS SPECIFIC PROJECT. FAILURE TO PROVIDE WILL RESULT IN A REJECTION OF BIDDER'S TECHNICAL PROPOSAL.
   3. Information requested below shall be provided strictly and accurately in accordance with the specific requirements described in Schedule "B" of the pro forma Contract.
   4. Bidders shall provide all information requested by completely andexplicitly responding to the items specified below, including using the attached forms and formats as instructed.
   5. Responses to each item shall clearly and specifically reference the item(s) for which the response is being given, and the responding Bidders' names, or the names of the applicable Bidders within the Bidding entity, must appear on each page of all required forms submitted. Bidders shall include a cross reference table or index with the submittal, specifically identifying each item and its corresponding response(s). Bidders shall number all volumes, sections, paragraphs, sub-paragraphs and pages of responses to correspond as closely as possible to the numbering in this IFP to facilitate evaluation of the Proposals.
   6. Unless specifically requested, promotional literature, corporate brochures, preprinted company fact sheets or any other extraneous information shall not be submitted in lieu, or as an attachment to, the information requested herein. Additional data may be submitted only if it will significantly enhance Bidders' responses and if reference is made to the specific item(s) to which the response applies; otherwise it will be disregarded.
2. TECHNICAL PROPOSAL REQUIREMENTS

Bidder's Technical Proposals shall present the following information based on the WORK and all provisions included in pro forma Requisition No. 3000845247:

* 1. Technical Proposal Transmittal Letters (Attachment I to this Section II)

Bidders shall complete and submit Attachment I to this Section II of this Specific Instructions to Bidders, Technical Proposal Transmittal Letters, with all the required information, without alteration, on Bidder's own letterhead. This form shall be signed, as appropriate, by an authorized officer of the company or by authorized officers of each party to a joint venture, consortium or affiliated company.

* 1. Bidder's WORK Plan Narrative (Attachment II to this Section II)

Bidders shall provide a WORK Plan, including a definitive Mobilization Plan and all other information specified in Exhibit A, B and C under Attachment II.

* 1. Forecasted Man-hours (Attachment III to this Section II)

Using the format included in Attachment III Exhibits A and B, bidders shall submit total forecasted man-hours by classification and source and average manpower levels by years for the duration of the Project.

* 1. Personnel Resumes (Attachment IV to this Section II)

1. Using the format in Exhibit A under Attachment IV, provide the name of each individual plus one alternate that the bidder proposed for key positions in the organization:
   * Project Director
   * Project Manager
   * Construction Manager
   * Procurement Manager
   * Health, Safety and Environment (HSE) Manager
   * Project Control Manager
   * QA/QC Manager
   * Lead Discipline Engineers (Electrical, Mechanical, Civil, Communications and Instrumentation Systems)
   * Senior Estimator
   * Senior Planner/Scheduler
2. Bidder shall submit resumes for the Key Personnel to include the above listed positions, and their alternates using the format in Exhibit B under Attachment IV.

Note: Specifically identify any SAUDI ARAMCO project experience.

1. Bidders shall make available nominated key personnel available for interview if requested by the Company during the Technical Evaluation Process.
   1. CONTRACTOR Organization Charts (Attachment V to this Section II)

Using the format in Exhibit A and B under Attachment V, Bidder shall provide an overall project organization chart showing lines of authority/responsibilities and communication during the procurement, installation/ construction, pre-commissioning and Mechanical Completion of WORK, including Subcontractor organizations and specific Vendor involvement.

The key personnel proposed and included in the Bidder’s proposal, if approved, shall not be changed or substituted during the execution of the work without the prior approval of SAUDI ARAMCO. However, the Bidder will be requested to replace any staff that was not found to be acceptable to SAUDI ARAMCO once Contract is awarded.

* 1. Technical Submittals (Attachment VI to this Section II)

Bidder shall provide estimated Technical Submittals information as specified in Exhibits A and B under Attachment VI of this section.

* 1. Quality Requirements (Attachment II, to this Section II)

Bidders shall submit a copy of the approved Company Quality Manual, and requested information as specified in Attachment II, to this Section II.

* 1. Procurement Requirements (Attachment II & VI to this Section II)

Bidder shall provide a material procurement plan, as specified in (Attachment II & VI, to this Section II).

* 1. Proposed WORK Schedule (Attachment VII to this Section II)

Bidders shall incorporate the Critical Milestone Dates established in Schedule "B" of the pro forma Requisition NO. 3000845247. See Exhibit A and B under Attachment VII to this section II of the Specific Instructions to Bidders.

Bidder's WORK Schedule shall reflect bidder intention to complete on/or ahead of the project completion date.

The bidder shall submit an electronic schedule and a hard copy of the schedule in bar chart format with the Technical Proposal. The electronic copy will be backed up (not copied or zipped) from Primavera to flash drive.

The hard copy of the WORK Schedule shall display the following data fields as a minimum:

* + 1. Activity Area:
* Activity ID
* Activity Description
* Original Duration
* Phase
* Proposed Milestone
* Interface
* Early Start Date
* Early Finish Date
  + 1. Graphic Area:
* Early Bars
* Logs (if used)
  1. Office Facilities (Attachment VIII, to this Section II)

Indicate office spaces and floors allocated for both Bidder and SAUDI ARAMCO personnel, where present personnel are located in relationship to proposed allocated spaces at the selected design office location. The proposed design office shall meet the minimum standards for Saudi Aramco in the following areas:

1. Proposed Office Layout. SAUDI ARAMCO prefers to locate the Task Force in one contiguous area
2. Security.
3. SAPMT Requirements.
4. Mobilization requirements.

SAUDI ARAMCO personnel will be based in the design offices as per Schedule B of Pro Forma Requisition NO. 3000845247 Attachment VI for (PMT office space and support requirements).

The requested information shall be named as (Attachment VIII to this Section II) and added to Section II by bidders.

* 1. Construction Equipment (Attachment IX, to this Section II)

A list of the major items of construction equipment (with the schedule for usage and the duration of usage), and other information as set forth in Attachment IX, attached hereto. The list shall include construction equipment planned for the WORK separated into two categories: (1) equipment which is owned by Bidder and (2) equipment which will be rented or leased, or both. Bidders shall also specify the current location of such equipment.

* 1. Subcontracting Plans (Attachment X to this Section II)

A statement regarding Bidder's plans to subcontract any portion of the WORK. This information shall be presented in accordance with the format specified in Attachment X to this Section II.

* 1. Rotating Equipment Vendors (Attachment XI to this Section II)

Bidder shall provide the names of the Vendors along with their qualifications on which Bidder has based its Lump Sum Price for the Security Equipment as per Attachment XI to this Section II.

2.14 Electrical & Instrumentation Equipment Vendors (Attachment XII to this Section II)

Bidder shall provide the names of the Vendors along with their qualifications on which Bidder has based its Lump Sum Price for the Electrical & Instrumentation Equipment as per Attachment XII to this Section II.

END OF SECTION II OF THE SPECIFIC INSTRUCTIONS TO BIDDERS

ATTACHMENT I

TECHNICAL PROPOSAL TRANSMITTAL LETTER – BASE BID or NON-MANDATORY ALTERNATIVE (AS APPLICABLE)

(**Bidder Shall Submit Without Alteration on Bidder's Letterhead**)

DATE:

Manager

Contracting Department

Saudi Arabian Oil Company

Box 1500

Dhahran, Saudi Arabia

ATTENTION: **FATIMAH K. AlKASSAB**

Contracts Representative

SUBJECT: **TECHNICAL PROPOSAL**

REQUISITION NO. 3000845247

SOUR WATER PIPELINE

REFERENCE: SAUDI ARABIAN OIL SAUDI ARAMCO

Invitation for Proposals (IFP)

Letter, Dated, \_\_\_\_\_\_\_\_\_\_\_\_, 201

Gentlemen:

We have received, carefully examined and understand the referenced IFP documents and the subsequent Bid communications and all Addenda (including No. 1. through No. ) issued thereto concerning the WORK involved in the design, engineering, procurement, fabrication, and other related services for the subject Contracts.

We have made all necessary inquiries concerning the WORK; have familiarized ourselves with the above mentioned documents; and have satisfied ourselves as to the nature and location and the general and local conditions to be encountered in the performance of the WORK.

We agree to furnish all required materials, supplies, equipment, labor, engineers and supervision necessary to procure materials and construct for SOUR WATER PIPELINE in full accordance with to Pro Forma Requisition No. 3000845247 and all documents referenced therein, as modified by any Addenda.

We submit, as directed in the Specific Instructions to Bidders and in duplicate, for your consideration our **Technical Proposal**. The Commercial Proposal has been submitted separately according to the Specific Instructions to Bidders. We certify that no prices or other commercial terms of any nature are contained in our Technical Proposal.

We offer to perform all WORK under the terms and conditions set forth in Pro Forma Requisition 3000845247 for the Bid prices quoted in our Commercial Proposal, which are firm for the duration of any Contract arising from this Proposal.

This offer will remain firm, valid and open to acceptance by SAUDI ARAMCO for a period of **one hundred twenty (120) days** from the Bid Closing Date.

We hereby certify that our Base Technical and Commercial Proposals are fully in accordance with the IFP documents and including Addenda.

We acknowledge SAUDI ARAMCO's right to reject any and all proposals, or any portion of this proposal, if deemed to be in SAUDI ARAMCO's best interest.

The undersigned acknowledges receipt, understanding and full consideration of the Invitation for Proposal documents and the Addenda issued thereto as follows:

**(Bidder to list all addendum issued by SAUDI ARAMCO)**

Addendum Nos.: Date:

Date:

Signed on behalf of Bidder by:

SIGNATORY: OFFICER OF COMPANY

NAME:

TITLE:

COMPANY NAME:

ADDRESS:

TELEPHONE NO.:

FACSIMILE NO.:

EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

END OF EXHIBIT 1

END OF ATTACHMENT I TO SECTION II   
TO SPECIFIC INSTRUCTIONS TO BIDDERS

ATTACHMENT II

WORK PLAN

REQUISITION NO. 3000845247

**PROCUREMENT**

Provide a project specific WORK Plan that includes a detailed description the overall execution of the project highlighting the integration points for seamless operation between Contractor and sub-contractors, and clearly identifying the primary responsibilities for each task of work, and to include the following items:

1. A narrative description of how the WORK will be functionally structured, Bidder’s proposed Plans for the timing and numbers of personnel to be assigned to the WORK (by specific technical and administrative discipline) and the number of personnel presently employed and the required number of new-hire personnel.
2. A narrative description of how Construction WORK will be organized, Bidder’s overall manpower planning for execution of WORK, including the number of work crews required for the WORK, number of shifts per day, total number of personnel required and available in Saudi Arabia, place of recruitment for crews and anticipated need for block work visas. This narrative should cover Bidder and Bidder’s major Subcontractors.
3. Bidder shall provide a list of proposed consortium members and subcontractors. Bidder is to include details of the proposed relationship between the Bidder and all proposed consortium members and subcontractors. Bidder is to provide a detailed description of the WORK to be performed by the consortium members and subcontractors. Bidder also shall provide a detailed description of the qualifications of each consortium member and subcontractor with letters of intent signed by each confirming their willingness to perform the WORK if Bidder is awarded the Contract. In addition, Bidder shall attach certified financial statements for the most recent fiscal year just ended with respect to each consortium member or subcontractor.
4. A Mobilization Plan in narrative and graphic form identifying office spaces allocated for both CONTRACTOR and SAUDI ARAMCO personnel assigned to the contract, and describing the sequence and times that the personnel and items of equipment are expected to be at the Design Office and WORK Site to commence the various phases of the WORK in order to complete the WORK on schedule. Bidder’s Plan shall identify arrivals of equipment and materials for Temporary Site Facilities and portable buildings (site offices, fabrication shops, lay down yard, etc.), essential consumables, and manpower required to execute the WORK. Bidder's Plan shall also identify separate activities such as, but not necessarily limited to, obtaining all required Licenses/Permits and Security Clearances for its personnel, vehicle/equipment registration and certification, equipment and operator/welder/splicer certifications.
5. A detailed description as to how all the requirements defined in Schedule “B” for and the Functional Specification Documents (FSDs) of the Proforma Contracts will be met.
6. Details of Bidder’s overall Quality Plan that describes quality objectives of Schedule “Q” manner of execution and the personnel resources required to assure a quality program throughout all phases of the WORK. Bidder’s Quality Plan shall address significant aspects of the WORK, e.g., Quality Management, Quality Assurance, Quality Control, Coordination, Inspection, Training and interrelationships with the Work deliverables.

The Plan shall explain how the Bidder provides Quality Assurance audits of engineering and design work and provide a QA audit schedule. Bidder’s Quality Plan must address the QA/QC relationships between Bidder and all Vendors and proposed Sub-contractors.

Bidder shall also identify proposed Inspection Agencies, if any, that bidder intends to use during Design and Procurement.

Bidder shall provide organization charts that show reporting sequence of quality control personnel. Bidder also shall include a list showing exact number and type of QA/QC personnel committed full-time to each segment of the WORK. A description is to be provided by Bidder of the minimum qualifications for each QA/QC category.

Bidder shall state whether presently certified under ISO 9000, and if so, provide details on the certification. If not certified, Bidder shall indicate if it plans to seek certification.

1. Describe Bidder's Constructability Plan and its implementation. Discuss the main areas of consideration in carrying out the Constructability reviews.
2. A brief description of Bidder’s Construction Safety Plan. The plan shall also address all necessary measures and precautions to ensure the safety on all work disciplines throughout the duration of the Contracts.
3. Bidder shall give the specific details of the drafting facilities and how he will meet the requirements of the SAUDI ARAMCO CADD standards as defined in SAES-A-202, SAUDI ARAMCO Engineering Drawing Preparation, in the production of drawings. This shall include the number of the Intergraph-compatible work stations, number of printers and plotters, reproduction facilities, and how the Bidder will control drawings issue and their security.
4. Furnish an organization chart and procedures for the following.

(Please state N/A if item is not applicable)

1. Group responsible for generating the System Design Manual and Operating Manuals.
2. Development of "as built" drawings and CADD files and coordination with In-Kingdom affiliate.
3. Follow up and construction support from the Design Office.
4. Expediting spare parts information from Vendors for submittal to SAUDI ARAMCO for purchase of Operating Spare Parts by SAUDI ARAMCO.
5. Describe plans and procedures for both Bidder's internal development, review and approval and SAUDI ARAMCO 's review/comment for project and Vendor documents.
6. A Material Procurement Plan, with milestones identifying the timing for purchasing of all bulk materials. This plan can be provided with the construction schedule. The Plan shall include the timing of Purchase Requisitions, Purchase Orders placement, and the estimated time of arrival at the port of entry into Saudi Arabia (if necessary) and at the WORK Site. The Plan shall include specific details of Bidder’s plans for Spare Parts Data Package development and Start-up Spare Parts procurement if required.
7. Describe the methods used to ensure compliance of Vendor materials and equipment with P.O. and Job Specification requirements prior to release for shipment. Include description of plan for resolution of Vendor's technical deviation from or non-compliance with Job Specification requirements.
8. Provide a list of critical and/or long lead equipment items. Include a plan for purchase requisition placement and material procurement of long-lead items with proposed award dates and on-site dates.
9. If necessary, provide a plan to participate with Vendors/manufacturers for inspection during manufacturing, fabrication, assembly, testing and installation. Identify the specific equipment items for which such services will be required.
10. If required and necessary, specify plan for movement of materials including movement from ports of export to Saudi Arabia, customs clearance and onward movement to the WORK Site
11. Provide a plan of how you propose to perform bulk material procurement for this Contract. Provide an organization chart, which depicts Bidder's material organization and addresses the following functions:
12. Purchasing
13. Contracting
14. Expediting
15. Inspection
16. Traffic
17. Field Material Handling
18. Address procedures for expediting the receipt, and submission to SAUDI ARAMCO, of all Spare Parts Data Packages.
19. Bidder shall provide a brief outline of the proposed Bidder accommodation facilities and the plan of transporting installation crews to the Work Sites.
20. Bidder shall provide a brief outline of the proposed Bidder plan of transporting equipment to the Work Sites.
21. Bidder’s Technical Proposal shall include the following:
22. Explain how the Contractor will accomplish In-Kingdom receipt**,** customs clearance if required**,** staging, storage, and transportation of material and equipment to WORK Site and storage until used in construction, including the timely processing of Customs documentation where necessary.
23. Acknowledge awareness of Work Permit Procedures and requirements per GI-2.100, and that the construction planning has taken into account these factors.
24. Explain how the Contractor will clear materials/equipment through customs if required.
25. Explain how the Contractor will prepare "as built" drawings and identify your plan for updating and maintaining "as built" drawings during construction.
26. Explain how the Contractor will prepare, maintain and update the overall project schedule to achieve Mechanical Completion on schedule.
27. Explain communications systems between the WORK Site, home office, procurement and logistics offices and the Design Office. Bidders shall indicate whether they have electronic mail capability.
28. Explain how emergency medical service will be provided for Bidder’s personnel In-Kingdom including provision of a summary evacuation plan, presence of a competent medal attendant and the presence of means of transporting personnel from site for medical treatment.
29. Explain how Bidder’s management personnel will be integrated into the Construction Management personnel that will be resident on the Construction Site from the Engineering Contractor.
30. Provide Bidders Plan for having Vendor representatives on the WORK Site during (a) equipment installation, (b) Pre commissioning, including estimated duration’s.
31. Outline a Security Plan explaining policies to protect material and equipment under Contractor's control.
32. Describe plan for WORK Site verification field trip(s), and site survey.

l) Describe the main coordination and other key activities Bidder would undertake during the field verification trip(s).

m) Describe in detail the Construction Camp setup, timelines, management, maintenance and providing the require connectivity with the camps for telephones and LAN connectivity.

1. Describe in detail how heavy equipment will be maintained when deployed in the work area.
2. Describe the number and type of heavy equipment to be utilized in the work area.

END OF EXHIBIT 2

ATTACHMENT II

WORK PLAN

REQUISITION NO. 3000845247

**CONSTRUCTION**

Bidder's WORK Plan shall provide as a minimum, the following information:

1. A brief narrative by craftof Bidder's proposed WORK Plans during Construction addressing such items as the number of work crews required for the WORK, number of shifts per day,total number of personnel required and available in Saudi Arabia, place of recruitment for crews, anticipated need for block work visas (as applicable per Contract). Bidders shall address any potential problems envisioned and provide additional information concerning the overall planning for the WORK. This section should cover the Bidder and Bidder's major subcontractors.
2. A Mobilization Plan for Construction in written andgraphic form showing the sequence and times that the personnel and items of equipment are expected to be at the WORK Site to commence the various phases of the WORK in order to complete the WORK on schedule. The WORK Plan shall identify the arrival of items to be supplied by Bidder, such as materials for temporary facilities and portable buildings (camp facilities, site offices, fabrication shop, lay down yard, etc.), essential consumables, and manpower required to mobilize for the WORK. Bidder's WORK Plan shall also identify separate activities such as, but not necessarily limited to, obtaining all required Licenses/Permits and Security Clearances for its personnel, vehicle/equipment registration and certification, equipment,operator/welder certifications, and similar requirements.
3. Details of Bidder’s proposed program for Quality Assurance and Quality Control for the Project to comply with Schedule 'Q'. The following shall be provided as a minimum
   1. Bidder shall provide Bidder’s ISO 9001:2008 certificate (or equivalent) issued by an accredited third party assessment organization, valid for all locations the WORK shall be performed.
   2. Bidder shall provide ISO 9001:2008 Certificate (or equivalent) as above for named Subcontractors and Vendors.
   3. If Bidder’s ISO 9001:2008 certification does not cover all locations where the work shall be executed, Bidder shall provide details of how the Quality Management of the work shall be controlled at those locations to achieve the requirements of ISO 9001:2008.
   4. Bidder shall provide uncontrolled copy of Bidder's Corporate Quality Manual(s).
   5. Bidder shall provide uncontrolled copy of named Subcontractors’ and Vendors’ Corporate Quality Manual(s).
   6. Bidder shall provide draft Quality Plans for the Construction phase covering the location where the WORK shall be executed.

The draft Quality Plans shall be specific to the SOUR WATER PIPELINE and include organization charts showing the Bidder’s corporate and project organization responsible for managing, performing and verifying the WORK.

* 1. Bidder shall provide full details of the strategy it intends to employ in inspecting and testing the WORK. e.g. Does the bidder intend to utilize it's own resources, subcontract the work or utilise the services of independent third party?

* 1. Bidder shall provide a full index of its Quality Procedures, and submit copies of approved and controlled procedures for:
     1. Document Control
     2. Quality Records
     3. Quality internal audits
     4. Control on nonconformities
     5. Control of corrective actions
     6. Control of preventive actions
  2. Bidder shall provide a draft schedule of the audits it intends to undertake over the duration of the WORK to verify compliance to the Contract.
  3. Bidder shall provide the names and resumes of its nominated QA Manager, QC Supervisor and Procurement QC Supervisor and alternatives for each position.
  4. Bidder shall provide copies of the records and forms it intends to use to record conformance to the Contract.
  5. Bidder shall provide confirmation of acceptance and adherence to the QA/QC requirements of the Contract.

1. A layout drawing of Bidder's proposed on site and subcontractor areashop spaces, warehousing and portion climate controlled, material lay down yards, fabrication yards and other areas required for the WORK, including the locations of fire protection systems and security facilities in accordance with the Construction Safety Manual. Bidder shall identify currently established support facilities IK for both Bidder and major subcontractors, including warehouses, maintenance and equipment yards, construction camp and offices.
2. A brief description of Bidder Construction Safety Plan. As a minimum, Bidder shall address the following in the Safety Plan:
   1. Steps to be taken to ensure personnel are duly certified to operate cranes and heavy equipment and perform rigging activities.
   2. Plans and procedures for educating and training personnel and maintaining the Construction Site in safe condition. Including induction of the workforce, incentive schemes and publicity, risk assessment procedure, safety auditing, incident investigation and reporting.

* 1. Plans for the safe execution of WORK in and around hydrocarbon facilities, the protection of existing, permit procedures and administration.
  2. Plans and procedures for administering first aid and emergency medical service at the Construction Site of employees including evacuation plan and hospitalization arrangements.
  3. Plans for waste management and disposal.
  4. Plans for storage and handling of hazardous materials.
  5. Safety management organization and mangement of Subcontractors’ safety practices.
  6. Traffic control and fire prevention measures.
  7. Plans for erecting large equipment.

All in accordance with Project Specifications and SAUDI ARAMCO Construction Safety Manual.

1. A Material Flow Diagram depicting sequence of events and a movement schedule detailing individual heavy lifts (over 45 metric tons) and total tonnage to be moved from the port of entry to the WORK Site.

#### BIDDER’S MANPOWER RESOURCES

Construction Phase

Bidder shall confirm that 30% of the maximum peak manpower is available in kingdom to support mobilization and the commencement of WORK.

1. List of the construction manpower resources including subcontractors required to execute the WORK categorized by disciplines/profession using the following table.

| Manpower | | Currently  In-Kingdom | | Total Company Resources | | Projected Availability For this Project | |
| --- | --- | --- | --- | --- | --- | --- | --- |
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* 1. Total number of personnel which will be assigned to this contract during construction.
  2. Total estimated construction man-hours for this Project.
  3. Number of crews which will be assigned to the various phases of the project (Civil, Piping, Electrical, Mechanical, etc.).

ATTACHMENT II - EXHIBIT A

NUMBER OF EMPLOYEES

WORLDWIDE AND AT PROPOSED DESIGN OFFICE LOCATION(S)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | PROPOSED PRINCIPAL OFFICE LOCATION  (Specify Location) | | | |
| CLASSIFICATION | TOTAL EMPLOYEES WORLDWIDE | TOTAL PERSONNEL  [Design Office] | NUMBER COMMITTED ON OTHER WORK  [Five Years] | NUMBER PROPOSED FOR THIS WORK  [Five Years] |
| PROJECT MANAGEMENT |  | N/A |  |  |
| PROCUREMENT MANAGEMENT |  | N/A |  |  |
| INTERFACE MANAGEMENT |  | N/A |  |  |
| CIVIL STRUCTURAL |  | N/A |  |  |
| MECHANICAL |  | N/A |  |  |
| ELECTRICAL |  | N/A |  |  |
| INSTRUMENTATION |  | N/A |  |  |
| COMMUNICATION |  | N/A |  |  |

END OF EXHIBIT A TO ATTACHMENT II

ATTACHMENT II - EXHIBIT B

PERMANENT WORKFORCE VS. TEMPORARY/AGENCY PERSONNEL

AT CONTRACTOR’S OFFICE LOCATION(S)

|  |  |  |
| --- | --- | --- |
|  | PROPOSED PRINCIPAL OFFICE LOCATION (Specify Location) | |
| CLASSIFICATION | TOTAL NUMBERS | PERCENT TOTAL |
| PERMANENT FULL TIME EMPLOYEES/PERSONNEL |  |  |
| AGENCY PERSONNEL |  |  |
| TOTAL |  |  |

END OF EXHIBIT B TO ATTACHMENT II

ATTACHMENT II - EXHIBIT C

AVERAGE LENGTH OF SERVICE

FULL TIME EMPLOYEES ONLY (YEARS / MONTHS)\*

|  |  |
| --- | --- |
| EMPLOYEE GROUP | PRINCIPAL OFFICE LOCATION  (SPECIFY LOCATION) |
| MANAGEMENT |  |
| CONSTRUCTION MANAGEMENT |  |
| OTHERS |  |
| TOTALS |  |

\* In this Exhibit, provide the details of the average length of service by personnel types currently employed with your firm at the proposed Design Office Location(s) and for IK Construction Management.

END OF EXHIBIT C TO ATTACHMENT II

END OF ATTACHMENT II TO SECTION II

ATTACHMENT III - EXHIBIT A

ESTIMATED MAN-HOURS

Each Bidder must provide all of the following information:

1. Estimated total man-hours (including subcontractors):
   1. Direct
   2. Indirect
   3. Total
2. Estimated total peak man-hours (including subcontractors):
   1. Direct
   2. Indirect
   3. Total
3. Provide total number of all personnel and other employees (direct & indirect) in Kingdom of Saudi Arabia (K.S.A.), list by craft, indicating Supervisory, Skilled and Non-Skilled personnel in separate tables. Indicate the number of man weeks each craft will be available.

INDIRECT:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CRAFT/POSITION | TOTAL NUMBER OF EMPLOYED PERSONNEL | PERSONNEL PROPOSED FOR THIS PROJECT AND THEIR AVAILABILITY IN K.S.A. | | | |
| QUANTITY | NATIONALITY | TOTAL MAN WEEKS | VISA REQ’D. (YES/NO) |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

DIRECT:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CRAFT/POSITION | TOTAL NUMBER OF EMPLOYED PERSONNEL | NUMBER PROPOSED FOR THIS PROJECT AND THEIR AVAILABILITY IN K.S.A. | | | |
| QUANTITY | NATIONALITY | TOTAL MAN WEEKS | VISA REQ’D. (YES/NO) |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

4. Indicate the Saudi national man-power in compliance with Schedule “S”.

* + - 1. If Bidder will have to obtain additional personnel for the WORK, Bidder shall state from which source Bidder intends to obtain the additional personnel.

END OF EXHIBIT A TO ATTACHMENT III

ATTACHMENT III - EXHIBIT B

AVERAGE TOTAL MAN-HOUR LEVELS BY MONTHS

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **2019** | | | | | | | | | | | | **2020** | | | | | | | | | | | |
| **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** |
| **Package** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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|  | **2021** | | | | | | | | | | | | **2022** | | | | | | | | | | | |
| **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** |
| **Package** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

END OF EXHIBIT A TO ATTACHMENT III

END OF ATTACHMENT III TO SECTION II

ATTACHMENT IV - EXHIBIT A

KEY PERSONNEL LIST

REQUISITION NO. 3000845247

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | **YEARS OF EXPERIENCE** | | |
| NAME | POSITION PROPOSED | YEARS WITH THE COMPANY | YEARS IN PROPOSED POSITION | PREVIOUS/ CURRENT REFERENCE NAME & TELEPHONE | CURRENT CLIENT RELEASE LETTER | RELEVANT CONSTRUCTION PROJECTS | WORLDWIDE / INTERNATIONAL | SAUDI ARAMCO |
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END OF EXHIBIT A TO ATTACHMENT IV

ATTACHMENT IV - EXHIBIT B

PROFESSIONAL RESUME FORM

REQUISITION No. 3000845247

**FOR KEY PROJECT PERSONNEL**

***(Bidders shall submit resumes for their Key Personnel candidates, Main Subcontractors’ Personnel Candidates and their alternates, which resumes shall include as a minimum, the information contained in this form.)***

1. Candidate’s Name:

2. Proposed Project Position:

3. Candidate’s Employer: (Company filling the proposed position)

4. Date candidate will be assigned to this project:

5. Confirmation of Candidate’s capability in written and spoken English:

6. Candidate’s current job title:

7. Number of years candidate has been in current job title and salary code (month/ year-from/ to):

8. Current work location:

9. Educational qualifications (specify university and college degrees, discipline emphasis, as applicable, and professional certifications held by each candidate):

10. Professional work experience: list work experience for last 10 years in descending order for each job title held for each candidate, as follows:

10.1 Since employment with Bidder, provide the following:

10.1.1 Job Title:

10.1.2 Project name, client, brief description and month/ year of project, start/ finish of each project, which candidate has been assigned:

10.1.3 Number of years in each job title (month/year - from/ to):

10.2 Prior to employment the Bidder provide the following if less than 10 years per paragraph 10.1:

10.2.1 Through 10.2.3 same as 10.1.1 through 10.1.3.

11. Candidate’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note:**

**1. Specifically identify any SAUDI ARAMCO /SAUDI ARAMCO project experience.**

**2. Specifically identify any experience on pier upgrade projects.**

**3. Bidder may provide facsimiles of this form; however, the form and contents shall be as specified herein. Additional information for each candidate may be provided as an attachment to the information requested herein.**

END OF EXHIBIT B TO ATTACHMENT IV

END OF ATTACHMENT IV TO SECTION II

#### **BIDDER’S MANPOWER/EQUIPMENT RESOURCES**

Construction Phase

Bidder shall provide Tables and Time Scaled (by month) Graphs for Bidders and Subcontractors construction manpower and equipment to perform the construction work.

1. TABLE/GRAPH NO. 1

* Number of employees currently engaged in awarded contract work.
* Number of employees that would be engaged in contract work based on Bidder’s estimate of success on current proposals under review or being prepared.
* Number of employees planned to be assigned to the contract
* Number of Saudi Nationals currently employed.

1. TABLE/GRAPH NO. 2

* Number of direct field construction personnel by craft proposed for the WORK.

1. TABLE/GRAPH NO. 3

* Number of field supervisory personnel (Superintendents up to Construction manager), by craft and nationality, proposed for the WORK and Ratios for:
* Foremen to direct field personnel by craft
* Superintendents to Foremen

1. TABLE/GRAPH NO. 4

Indirect personnel including:

* Number of QA/QC (Field Inspection) personnel by craft proposed for the WORK to meet Schedule “Q” of the Contract.
* Number of Construction Site Engineering support personnel by discipline and nationality.
* Number of Planning and Scheduling support personnel.
* Number of Materials support personnel.
* Number of Safety support personnel.

1. TABLE/GRAPH NO. 5

* Forecast duration in months and the number for each type of heavy equipment to be used and assigned to the WORK. In the table below indicate the quantity of each equipment that your company is committed to provide under this Contract and the source of the equipment.
* Bidder shall confirm that 30% of the total major equipment is available in kingdom to support mobilization and the commencement of WORK.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NOTE: If equipment is leased or subcontracted, indicate the supplier company name and attached a letter of commitment from the company. | | | | |
| **Equipment Description** | Quantity Available for the Contract | Owned | Leased | Subcontract |
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ATTACHMENT V - EXHIBIT A

CONTRACTOR ORGANIZATION CHART

REQUISITION NO. 3000845247

**PROCUREMENT**

Bidders shall use the following sample format to present Bidder’s proposed organization chart. Bidders shall identify all key personnel, by name, to be assigned to the project. Bidders shall submit resumes of key personnel and one qualified alternative candidate as per **Attachment IV**, Professional Resumes Form, for: Project Manager, Design Office; Quality, Construction, Procurement, Design and Project Controls Managers; Project, Project Interface and Lead Discipline Engineers, Quality Assurance and Quality Control Engineers; Document Control Supervisor; Scheduler, and other key supervisors responsible for the WORK. Bidders shall designate those personnel who will follow the project into the construction phase and reside in Saudi Arabia during construction as indicated by an asterisk (\*).

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| CORPORATE QUALITY MANAGER | |  |  |  | PROJECT MANAGER DESIGN OFFICE | |  |  |  |  |  |
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| QUALITY MANAGER | |  | CONSTRUCTION MANAGER | |  |  | PROCUREMENT MANAGER | |  | PROJECT CONTROL MANAGER | |
|  | |  |  |  |  |  |  |  |  |  |  |
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| PROJECT INTERFACE MANAGER | |  |  |  | DESIGN MANAGER | |  |  |  | SCHEDULERS | |
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| LEAD ENGINEER MECHANICAL | |  | PROJECT ENGINEERS | |  |  | LEAD ENGINEER INSTRUMENTATION | |  | LEAD ENGINEER TELECOM | |
|  |  |  |  |  |  |  |  |  |  |  |  |
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| LEAD ENGINEER ELECTRICAL | |  | LEAD ENGINEER CIVIL/ STRUCTURAL/ ARCHITECTURE | |  |  | OTHERS AS REQUIRED | |  | OTHERS AS REQUIRED | |
|  |  |  |  |  |  |  |  |  |  |  |  |

END OF EXHIBIT A TO ATTACHMENT V

ATTACHMENT V - EXHIBIT B

CONTRACTOR ORGANIZATION CHART

REQUISITION NO. 3000845247

**CONSTRUCTION**

Bidders shall use the following sample format to present Bidder's proposed organization for the WORK. Bidders shall identify all key personnel by name, including central office management and administrative personnel. Bidders shall submit resumes of key site personnel as per **Attachment IV**, Professional Resumes Form, to include WORK Site Project Manager; Site Engineering, QA, Materials Procurement, Site Construction and Project Controls Manager; Project, Project Interface, QC and Safety Engineers; Construction Superintendent; and Civil, Communications and Electrical Supervisors.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| CORPORATE QUALITY MANAGER | |  |  | PROJECT MANAGER WORKSITE | | | |  |  | SITE ENGINEERING MANAGER | |  |  |  |
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| QUALITY MANAGER | |  | MATERIAL PROCUREMENT MANAGER | |  |  | PROJECT CONTROL MANAGER | |  | SAFETY MANAGER | |  | PROJECT INTERFACE MANAGER | |
|  | |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  | CONSTRUCTION MANAGER (SITE) | | | |  |  |  |  |  |  |  |
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| PROJECT ENGINEERS | |  | QC ENGINEERS | |  |  | CONSTRUCTION SUPERINTENDENTS | |  | INSTRUMENTATION  SUPERVISOR | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| CIVIL SUPERVISOR | |  | MECHANICAL SUPERVISOR | |  |  | TELECOMMUNICATIONS SUPERVISOR | |  | ELECTRICAL SUPERVISOR | |  | OTHERS AS REQUIRED | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

END OF EXHIBIT B TO ATTACHMENT V

END OF ATTACHMENT V TO SECTION II

ATTACHMENT VI – EXHIBIT A

TECHNICAL SUBMITTALS

REQUISITION NO. 3000845247

**PROCUREMENT**

The Technical Proposal shall include the following:

1. MATERIAL PROCUREMENT
2. Provide detailed information on the performance and mechanical shop test requirements of pumps, compressors, gearboxes, gas turbines, motors and their acceptance criteria. Include a description of your plans for such testing and corrective action to be taken in case of noncompliance.
3. Describe methods used to ensure compliance of Vendor materials and equipment with P.O. and Job Specification requirements prior to release for shipment. Include description of plan for resolution Vendor’s technical deviation from or non-compliance with Job Specification requirements.

END OF EXHIBIT A TO ATTACHMENT VI

ATTACHMENT VI – EXHIBIT B

TECHNICAL SUBMITTALS

REQUISITION NO. 3000845247

**CONSTRUCTION**

The Technical Proposal shall include the following:

1. Bidders shall explain its plans to arrange for the qualification and certification of welders for work on a SAUDI ARAMCO project.
2. Bidders shall explain its plans to arrange for the qualification and certification of crane operators for work on a SAUDI ARAMCO project.
3. Bidders shall explain its plans to accomplish In-Kingdom expediting, receipt**,** customs clearance**,** staging, storage, transportation of material and equipment to WORK Site and storage until used in construction.
4. Acknowledge awareness of SAUDI ARAMCO Work Permit Procedures and requirements per GI-2.100 and that the construction planning has taken into account these factors.
5. Bidders shall explain interface with the design office contractor for importation documentation and clearing materials/equipment through customs. Bidders shall indicate who will be responsible for the preparation of the required customs exemption request documents.
6. Bidders shall explain interface with the design office contractor for preparing "as built" drawings, and shall state plan for maintaining "as built" drawings during construction phase.
7. Bidders shall explain interface with the design contractor for preparing, maintaining and updating an overall project schedule to achieve timely Mechanical Completion.
8. Bidders shall indicate the engineering capability (2D and 3D, CADD equipment) to be utilized at the Construction Site.
9. Bidders shall address plans for field engineering at the Construction Sites.
10. Bidders shall explain communications systems between the WORK Site, Design Office and the logistics offices.
11. Bidders shall explain how emergency medical service will be provided for Bidder’s personnel.
12. Bidders shall explain how their management personnel and IK Affiliated Contractor personnel will be integrated into the Design and Construction Management Team that will be resident on the Construction site.
13. Bidders shall nominate a "third party" testing agency. Bidder shall specify whether the agency is qualified in accordance with ISO 9001.
14. Bidders shall explain plan for having Vendor representatives on the WORK Site during (a) equipment installation, (b) Pre commissioning, including approximate duration.
15. Bidders shall outline a Security Plan explaining policies to protect material and equipment under Contractor's control.
16. Bidders shall discuss plans for the offsite facilities in the Contractors area including maintenance, lay down and a construction camp.
17. Provide a statement concerning the impact of this work on, or the impact on this work by, any other current or projected SAUDI ARAMCO /SAUDI ARAMCO work that is/will be in progress at Bidders’ offices, including their proposed sub-contractor(s) during the time period covered by this WORK.
18. Bidder shall provide all of the following information for Bidder and any proposed Subcontractor.

|  |  |  |
| --- | --- | --- |
|  | Man Months | Peak Manpower |
| Bidder  Direct  Indirect  Subtotal |  |  |
| Sub-Contractors  Direct  Indirect  Subtotal |  |  |

1. Describe plan for IK WORK Site verification field trip(s), site survey, and any additional geotechnical investigation they may require.
2. Describe the main coordination and other key activities Bidder would undertake during the field verification trip(s).

Outline plan addressing key aspects of construction such as the requirement to mechanically complete by plant system, sequence of operations regarding demolition, installation of major equipment, the application of heavy lifts, heavy haul from port of entry, site access, pre-commissioning plans to achieve mechanical completion, and other significant activities.

1. Provide information regarding the Fabrication Shop(s) & Lay down Yards proposed at which the WORK for this project will be performed, including locations(s), layout plans. Identify storage areas for the FACILITIES clearly marked showing proximity to other projects’ work in the yard(s) as follows:
   1. Lay down Yard Land Area
   2. Fabrication Shops - Identify types, area, capacity
   3. Outdoor Fabrication Areas
   4. Marshaling Yards
   5. Material Receiving and Handling Facilities
   6. Surface Preparation and Painting/Coating
   7. Radiographic Testing of Welds
   8. Lay down and load-out areas
   9. Access and proximity to the Construction Site
2. Bidders shall explain the proposed method for providing the following for the WORK and their respective volumes:
3. Fill material
4. Aggregate and sand
5. Concrete
6. Asphalt
7. Dredging
8. Bidders shall explain their plans for providing potable water for drinking, and water for utilities and construction during execution of this Contract. Also, bidders shall identify method of disposing of waste water. Estimated volume of water should be provided by category.
9. Describe plans and procedures to facilitate activities such as concrete pours, welding, painting, and other activities that may potentially be impacted by inclement weather conditions.
10. Describe your plan for performing the constructability review during detail design and main areas of consideration.
11. Key Quantities

Bidder shall provide the estimated quantities for the following items:

| **DISCIPLINE** | **DESCRIPTION** | **QUANTITY UNIT** | **QUANTITY** |
| --- | --- | --- | --- |
| **CIVIL (SCA 200)** | SITE CLEARING AND GRADING | **M2** |  |
| EARTH WORK - BACKFILL | **M3** |  |
| EARTH WORK - EXCAVATION | **M3** |  |
| REINFORCED CONCRETE | **M3** |  |
| DREDGING | **M3** |  |
| ASPHALT | **M2** |  |
| BUILDING TYPE - ex. CONTROL BLDG, PIB, SUBSTATION, WAREHOUSE, ETC | **M2** |  |
| **STRUCTURE (SCA 400)** | STEEL, LIGHT <12LB/FT TO <40LB/FT | **TON** |  |
| STEEL, MEDIUM 40LB/FT TO 80LB/FT | **TON** |  |
| STEEL, HEAVY >80LB/FT | **TON** |  |
| FENDERS | **EACH** |  |
| SHEET PILES | **EACH** |  |
| MICS. STEEL | **TON** |  |
| **EQUIPMENT (SCA 500)** | TANKS/VESSELS | **EACH** |  |
| PUMPS | **EACH** |  |
|  |  |  |  |
| **PIPING & MECHANICAL (SCA 600)** | PIPING | **LM** |  |
| FITTINGS | **EA** |  |
| VALVES | **EACH** |  |
| **ELECTRICAL (SCA 700)** | GANTRIES | **EACH** |  |
| LOW VOLTAGE CABLES | **LM** |  |
| CABLE TRAYS (Elect. & Instrumentation) | **LM** |  |
| UPS | **EACH** |  |
| TRANSFORMERS - LV/MCC | **EACH** |  |
| SWITCHGEAR - LV, MV  MCC | **EACH EACH** |  |
| PSA | **EACH** |  |
|  | GANTRY CRANE | **EACH** |  |
|  | ELECTRIC MOTORS | **EACH** |  |
|  | SPECIALTY EQUIPMENT | **EACH** |  |
|  | OTHERS | **EACH** |  |
|  | FIBER OPTIC CABLE | **LM** |  |
| **COMMUNICATIONS (SCA 780)** | DATA SWITCH | **EACH** |  |
| LAN | **EACH** |  |
| RADIO & PAGING SYSTEM | **EACH** |  |
| VIDEO CONF/CATV/SATELIITE | **EACH** |  |
| OUTSIDE PLANT ( INCL. EXC/DB/BACKFILLING) | **LM** |  |
| STRUCTURE CABLING SYSTEM (SCS) | **LM** |  |
| CAMERAS | **EACH** |  |
| WAN | **EACH** |  |
| OTHERS |  |  |
| **INSTRUMENTATION (SCA 800)** | FIELD INSTRUMENTATION | **EACH** |  |
| PROCESS CONTROL SYSTEMS -DCS | **CABINET** |  |
| INSTRUMENT CABLES | **LM** |  |
| SCADA & RTUS | **EACH** |  |
| METERING SKIDS | **EACH** |  |
| TOTAL I/O COUNT | **EACH** |  |
| **ENGINEERING** | OVERALL DETAILED ENGINEERING | **MHRS** |  |
| OVERALL DETAILED ENGINEERING "EQUIVALENT "A" SIZE DRAWINGS | **EACH** |  |
| CIVIL DETAILED DESIGN | **MHRS** |  |
| MECHANICAL DETAILED DESIGN | **MHRS** |  |
| ELECTRICAL DETAILED DESIGN | **MHRS** |  |
| INSTRUMENTATION DETAILED DESIGN | **MHRS** |  |
| COMMUNICATION SYSTEMS DETAILED DESIGN | **MHRS MHRS** |  |
| OTHER DISCIPLINE DETAILED DESIGN  OTHER INDIRECT Non- ENGINEERING | **MHRS** |  |
|  |  |  |  |
|  |  |  |  |
| **CONSTRUCTION** | OVERALL DIRECT LABOR | **MHRS** |  |
| CIVIL INSTALLATION DIRECT LABOR | **MHRS** |  |
| MECHANICAL INSTALLATION DIRECT LABOR | **MHRS** |  |
| EQUIPMENT INSTALLATION DIRECT LABOR | **MHRS** |  |
| ELECTRICAL INSTALLATION DIRECT LABOR | **MHRS** |  |
| INSUTRMENTATION SYSTEMS INSTALLATION DIRECT LABOR | **MHRS** |  |
| COMMUNICATIONS INSTALLATION DIRECT LABOR | **MHRS** |  |
| OTHER INSTALLATION DIRECT LABOR | **MHRS** |  |
|  | OVERALL INDIRECT LABOR | **MHRS** |  |

END OF EXHIBIT B TO ATTACHMENT VI

END OF ATTACHMENT VI TO SECTION II

ATTACHMENT VII – EXHIBIT A

PROPOSED PROCUREMENT WORK SCHEDULE

REQUISITION NO. 3000845247

Bidders shall provide a Critical Path Method (CPM) schedule for the detailed procurement schedule and provide monitoring data covering the duration of the Contract. The WORK Schedule shall include:

1. Detailed CPM time-scaled Logic format
2. Details that demonstrate the order in which Bidders shall perform the WORK so as to achieve the Critical Milestone Dates set forth in Schedule "B” of pro forma Requisition 3000845247. In addition, Bidders are required to separately identify significant milestone events and dates, other than those listed in this Exhibit, which will support achievement of the required Critical Milestone Dates or earlier.
3. Manpower chart for each discipline andactivity including Man-Hour Count.
4. Manpower histogram.
5. Scheduled engineering WORK completion by month with a table of incremental and cumulative percentages and an "S" curve.
6. Weighted "S" curve based on scheduled cumulative percentages.
7. Procurement schedule with placement and WORK Site delivery dates for all major equipment and material. "S" curve for issuing all Purchase Requisitions; "S" curves for order placement ex-works and WORK Site for all "POs" (three (3) separate curves displayed on one chart).

8. Summary level CPM Schedule showing the items as set forth in Schedule "B", of pro forma Requisition NO. 3000845247 (IK) “Critical Milestone Dates”. Schedule should be prepared using Primavera Software or equivalent.

END OF EXHIBIT A TO ATTACHMENT VII

ATTACHMENT VII – EXHIBIT B

PROPOSED CONSTRUCTIONWORK SCHEDULE

REQUISITION NO. 3000845247

Bidders shall provide a Critical Path Method (CPM) construction schedule and provide monitoring data covering the duration of the Contract. The WORK Schedule shall include:

1. Precedence (PDM) Network shall be a detailed CPM time-scaled Logic Network.
2. Details that demonstrate the order in which Bidders shall perform the WORK so as to achieve the Critical Milestone Dates set forth in Schedule "B", of pro forma Requisition No. 3000845247. In addition, Bidders are required to separately identify significant milestone events and dates, other than those listed in this Exhibit, which will support achievement of the required Critical Milestone Dates or ealier.
3. Manpower chartfor each craft activity including manhour count.
4. Weighted physical progress percentage for each activity. (Weighted by direct man-hour.)
5. Manpower histogram.
6. Schedule of construction work completion by month with table of incremental and cumulative percentages and an "S" curve.
7. Material need and usage dates.
8. Procurement schedule with placement and WORK Site delivery dates for all major equipment and material. "S" curve for issuing all Purchase Requisitions; "S" curves for order placement ex-works and WORK Site for all "POs" (three (3) separate curves displayed on one chart).
9. Summary level CPM Schedule integrating the items as set forth in Schedule "B", of pro forma Requisition No. 3000845247 “Critical Milestone Dates”.
10. Clear description of mobilization plan/ fabrication shop / laydown yard/ material receiving and handling facilities and office.
11. The following must be specifically addressed:
12. Mobilization of engineering and construction
13. Submittal of Documents for Approval
14. SAPMT/CONTRACTOR Office & Laydown Areas
15. All Milestone activities
16. Pre-commissioning
17. Cutover
18. Demobilization

END OF EXHIBIT B TO ATTACHMENT VII

END OF ATTACHMENT VII TO SECTION II

ATTACHMENT VIII

OFFICE FACILITIES

END OF ATTACHMENT VIII TO SECTION II

ATTACHMENT IX

CONSTRUCTION EQUIPMENT

REQUISITION NO. 3000845247

Bidders shall provide a complete list of the major items of construction equipment proposed for use on the WORK. Provide total duration on-site (in weeks) for each type of equipment.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| EQUIPMENT TYPE | YEAR MFGD | CAPACITY SIZE | NUMBER OWNED | NUMBER RENTED | NUMBER TO BE EMPLOYED BY MONTH (MODIFY NUMBER OF COLUMNS ACCORDINGLY | | | | | TOTAL EQUIPMENT WEEKS |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | | | | |  |

Identify that equipment which is Bidder- or major Subcontractor-owned versus that equipment which shall be rented or leased, or both.

Note: 1. The majority of this equipment is presently deployed at (location).

2. Designate any major subcontractor equipment as opposed to Bidder-owned equipment.

END OF ATTACHMENT IX TO SECTION II

ATTACHMENT X

SUBCONTRACT PLAN

Bidder shall provide a description of those portions of the WORK which Bidder proposes to subcontract (with prior SAUDI ARAMCO authorization, as appropriate, to be provided after Contract signing) to other companies, together with the names and qualifications of those companies.

Evidence of the proposed Subcontractor's Technical Qualifications including performance in the area of safety, quality and schedule, and latest financial report shall be included in Technical Proposal for SAUDI ARAMCO review and approval. If no subcontracting will be utilized, state "None" below.

Please note that SAUDI ARAMCO will not approve the subcontracting of key project management functions nor will approve subcontracting the procurement, planning function nor the QA function. It is the main Contractor’s responsibility to provide, as part of its Project Management Team, the procurement, planning and QA functions. **Failure to comply with this requirement may result in disqualification of Bidder.**

Bidder shall consider a prime construction subcontractor and a maximum of two alternative subcontractors for the major portion of the WORK and shall provide specific information pertaining to the proposed prime subcontractor as well as the alternatives, as part of its submitted proposal. Evidence of the proposed Subcontractor’s Technical Qualifications shall be submitted to address specifically the areas including but not limited to the following:

* Subcontractor’s list of past experience
* Subcontractor’s current work load
* Subcontractor’s proposed execution plan of WORK to be subcontracted
* Subcontractor’s proposed Key Personnel & Organization Chart
* Subcontractor’s proposed Quality & Safety Plans
* Total available manpower of Subcontractor

Bidder shall provide the ratio of Contractor personnel to subcontractor supervisors.

Subcontractor’s Technical Qualifications portion shall be submitted, in a similar manner to the Bidder’s original proposal, for SAUDI ARAMCO’s review and approval.

Furthermore, the nominated Subcontractors cannot be replaced without the consent of SAUDI ARAMCO or COMPANY. Prior to being awarded the Contract, the successful contractor will be required to produce a copy of its commitment to the Main Subcontractor to subcontract part of the WORK. Replacement of the Main Subcontractor, after SAUDI ARAMCO’s agreement to the Subcontract, is a breach of Contract, unless specifically authorized by SAUDI ARAMCO.

A summary list shall be also presented to identify the following information:

|  |  |  |  |
| --- | --- | --- | --- |
| SUBCONTRACTORS | | | |
| WORK TO BE SUBCONTRACTED | NAME,ADDRESS,FAX & TELEPHONE | % OF SUBCONTRACT VALUE TO TOTAL LUMP SUM COST | SUBCONTRACTOR MAN-HOURS |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |

END OF ATTACHMENT X TO SECTION II

ATTACHMENT XI

ROTATING EQUIPMENT VENDORS

REQUISITION NOS. 3000845247

Bidder shall specify the names of the Vendors of rotating equipment on which Bidder has based its Contract Price.

|  |  |  |
| --- | --- | --- |
| Equipment | Vendor | Location |

END OF ATTACHMENT XI TO SECTION II

ATTACHMENT XII

ELECTRICAL & INSTRUMENTATION EQUIPMENT VENDORS

REQUISITION NOS. 3000845247

Bidder shall specify the names of the Vendors of electrical & instrumentation equipment on which Bidder has based its Contract Price.

|  |  |  |  |
| --- | --- | --- | --- |
| Equipment | | Vendor | Location |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

END OF ATTACHMENT XII TO SECTION II

END OF SECTION II

SECTION III

PREPARATION OF COMMERCIAL PROPOSALS

1. INTRODUCTION

Bidder is required to submit its Commercial Proposal in the same sequence and using the same paragraph/section numbering system as this Section III of these Specific Instructions to Bidders, and shall comply with the procedures set forth in Section I of these Specific Instructions to Bidders regarding currencies of bid.

Bidder's Commercial Proposal shall include all of the information required by this Section III of these Specific Instructions to Bidders.

1. COMMERCIAL PROPOSAL REQUIREMENTS

Bidders’ Commercial Proposals shall provide the following information based on all provisions of the pro-forma Contract:

1. Commercial Proposal Transmittal Letters (Attachment I)

Bidder shall complete and submit the Commercial Proposal Transmittal Letter set forth in Attachment I of this Section III, without alteration, on Bidder’s own letterhead, stamped and signed by authorized officers of each Bidder (including consortium partners, if any) and included with all copies of the Commercial Proposal submitted by Bidder.

1. Commercial Proposal Bid Forms (Attachment II)

Bidders shall complete each of the documents and the Schedule “C” attachments listed in Attachment II to this Section III without exceptions or alterations.

1. Commercial Proposals Submission

Bidder shall submit its Base and Alternative Commercial Proposals (if any) in separate envelops composed of the following:

* 1. Base/Alternative Commercial Proposal Transmittal letter;
  2. Base/Alternative Commercial Proposal; and
  3. Flash drive containing electronic copy of Base/Alternative Commercial Proposal.

1. Electronic Copy of Commercial Proposal

It is mandatory for all Bidders to submit their Commercial Proposals by explicitly completing without exception or alteration, Pricing Attachment I to Schedule “C” of the pro-forma Contract using the electronic copy provided by Saudi Aramco during the bidding period.

Commercial Proposal submittal shall consist of two (2) hardcopies and one (1) softcopy in flash drive. Bidder shall save its Commercial Proposal on a flash drive, print two (2) original hard copies from the flash drive, stamp each printed page, and submit these printed hard copies along with the flash drive.

Bidder shall ensure there are no discrepancies between the rates on the flash drive and the rates presented in the printed hard copies. Should SAUDI ARAMCO find any discrepancies, the rates in the printed hard copies shall be the rates considered as Bidder’s proposed rates.

Bidder shall not modify any of the wording or formatting used in the Pricing Attachment I to Schedule “C”.

ATTACHMENT I

COMMERCIAL PROPOSAL TRANSMITTAL LETTER

(BIDDERS SHALL SUBMIT WITHOUT ALTERATION ON BIDDER'S LETTERHEAD)

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Manager, Contracting Department

SAUDI ARAMCO

P. O. Box 1500

Dhahran 31311, Saudi Arabia

ATTENTION: FATIMAH KASSAB, Contracts Representative

SUBJECT: **COMMERCIAL PROPOSAL**

REQUISITION NO.3000845247

SOUR WATER PIPELINE FROM JNGLF to RTR

REFERENCE: SAUDI ARABIAN OIL COMPANY

Invitation for Proposals (IFP) Letter\_\_\_\_\_\_\_\_, Dated \_\_\_\_\_\_\_\_\_\_.

Gentlemen:

We propose to accomplish the WORK required under the SOUR WATER PIPELINE FROM JNGLF TO RTR Requisition No. 3000845247for the following Lump Sum Price:SAR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have received, examined and understand the referenced documents issued thereto, concerning the WORK involved in the procurement, installation/construction, pre-commissioning and completion activities and other related services for the subject Project.

We have made all necessary inquiries concerning the WORK; have familiarized ourselves with the referenced IFP documents; and have satisfied ourselves as to the nature and location and the general and local conditions to be encountered in the performance of the WORK.

We agree to furnish all transportation, materials (except for SAUDI ARAMCO -supplied materials described in Schedule "G" of the Pro forma Contracts), supplies, equipment, labor and supervision necessary to procure, install/construct, Pre-commission and provide Commissioning to the SOUR WATER PIPELINE in full accordance with IFP documents for Requisition No. 3000845247 and documents referenced therein, as modified by any Addenda.

Submitted herewith in original and duplicate copy for your consideration is our Commercial Proposal. Our Technical Proposal has been submitted separately in accordance with the Specific Instructions to Bidders. We certify that no prices or other commercial terms of any nature are contained in our Technical Proposal.

We offer to perform all work under the terms and conditions set forth in the IFP documents for the prices quoted in our Commercial Proposal, which are firm for the duration of any Contracts arising from this Invitation for Proposal.

This offer shall remain firm, valid and open to acceptance by SAUDI ARAMCO for a period of **one hundred twenty (120) days** after the Bid Closing Date.

We hereby certify that our Technical and Commercial Bids are fully in strict accordance with the IFP documents for the referenced Contract Requisition without exceptions. We are prepared to execute the Contract without change in respect to our Bid. If awarded the Contract, we agree to adhere to the Scheduled Completion Date as set forth in Contract Requisition No. 3000845247.

We are/are not (Bidder shall choose one) a subsidiary Company of a parent company. (If applicable), The Parent Company is (as applicable to each contractor of the Bidding Entity) .

Such Parent Company is willing to provide a Performance Guarantee in the format provided in the IFP letter within one week of a formal request from SAUDI ARAMCO to do so.

Our Saudi Arabian Commercial Registration Number(s) is/are:

issued at on

issued at on

We acknowledge SAUDI ARAMCO’s right to reject any and all proposals, or any portion of this proposal, for any reason, and/or if, in the case that our affiliated Bidder for the IK Contract is not registered to do business in Saudi Arabia, in the manner provided in Saudi Arab laws or regulations, at the time of Commercial Bid Opening.

The undersigned acknowledges receipt, understanding and full consideration of the Invitation for Proposal documents and the following Addenda issued thereto:

**(Bidder shall list all addenda issued by SAUDI ARAMCO )**

Addendum Nos.: Date:

Date:

SIGNATORY: OFFICER OF COMPANY SAUDI ARAMCO NAME:

NAME: ADDRESS:

TITLE:

TELEPHONE NO.: E-MAIL:

END OF ATTACHMENT I TO SECTION III

ATTACHMENT II

COMMERCIAL BID FORMS

It is mandatory that Bidders submit their Commercial Proposals for all portions of the applicable Paragraphs and Attachments of Schedule “C” of the pro forma Contract by explicitly completing without exception or alteration, the documents listed below using, where applicable, the electronic copy provided by SAUDI ARAMCO during the bidding period, in accordance with Section III to these Specific Instructions to Bidders. Additional pages shall be recreated in the exact format and content as the pages set forth in Schedule “C” of the pro forma Contract, as necessary, to submit the Base Commercial Proposal. The Base Commercial Proposal must include the following:

1. Attachment I to Schedule “C”, Contract Requisition No. 3000845247

END OF ATTACHMENT II TO SECTION III

END OF SECTION III

SECTION IV

IN-KINGDROM TOTAL VALUE ADD (IKTVA) PROGRAM TARGETS

Please refer to Schedule I (In-Kingdom Total Value Add) of the contract documents for more details on examples of spend that may and may not be included in the IKTVA spend categories.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Cat | Description | Contract Year 1 Minimum % | Contract Year 2 Minimum % | Contract Year 3 Minimum % | Contract Year 4 Minimum % |
| A | Localized goods and services |  |  |  |  |
| B | Salaries paid to Saudis |  |  |  |  |
| C | Training and Development of Saudis |  |  |  |  |
| D | Vendor/Manufacturer development spend |  |  |  |  |
| R | Research and Development |  |  |  |  |
| Contract Year IKTVA Score (A+B+C+D+R) | | 41% | 43% | 48% | 50% |

Category A - Localized goods and services

|  |  |  |
| --- | --- | --- |
| Year | Proposed Percentage of Contract Revenues | \*Detailed Plan |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

Category B - Salaries paid to Saudis

|  |  |  |
| --- | --- | --- |
| Year | Proposed Percentage of Contract Revenues | \*Detailed Plan |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

Category C - Training and Development of Saudis

|  |  |  |
| --- | --- | --- |
| Year | Proposed Percentage of Contract Revenues | \*Detailed Plan |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

Category D - Supplier Development Spend

|  |  |  |
| --- | --- | --- |
| Year | Proposed Percentage of Contract Revenues | \*Detailed Plan |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

\* The detailed plan shall be based on the Scope of Work and shall provide the necessary assurances that the supplier will meet the proposed percentage. Please refer the IKTVA schedule for examples of elements to be included/excluded

For more details, please visit the IKTVA website: <https://www.iktva.sa/faq/>

ATTACHMENT I

IKTVA PROPOSAL TRANSMITTAL LETTER – BASE BID or NON-MANDATORY ALTERNATIVE (AS APPLICABLE)

(**Bidders Shall Submit Without Alteration On Bidder's Letterhead**)

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Manager, Contracting Department

SAUDI ARAMCO

P. O. Box 1500

Dhahran 31311, Saudi Arabia

ATTENTION: FATIMAH KASSAB

Contracts Representative

SUBJECT: **IKTVA PROPOSAL**

REQUISITION NO.3000845247

SOUR WATER PIPELINE FROM JNGLF TO RTR.

REFERENCE: SAUDI ARABIAN OIL COMPANY

Invitation for Proposals (IFP) Letter, Dated \_\_\_\_\_\_\_\_\_\_.

Gentlemen:

We have received, examined and understand the referenced documents issued thereto, concerning the WORK involved in the design, engineering, procurement, installation/construction, pre-commissioning and completion activities and other related services for the subject Project.

We have made all necessary inquiries concerning the WORK; have familiarized ourselves with the referenced IFP documents; and have satisfied ourselves as to the nature and location and the general and local conditions to be encountered in the performance of the WORK.

We agree to furnish all transportation, materials (except for SAUDI ARAMCO -supplied materials described in Schedule "G" of the Pro forma Contracts), supplies, equipment, labor and supervision necessary to design, procure, install/construct, Pre-commission and provide Commissioning to the SOUR WATER PIPELINE in full accordance with IFP documents for Requisition No. 3000845247 and documents referenced therein, as modified by any Addenda.

Submitted herewith in original and duplicate copy for your consideration is our IKTVA Proposal. Our Technical Proposal & Commercial Proposal have been submitted separately in accordance with the Specific Instructions to Bidders. We certify that no prices or other commercial terms of any nature are contained in our Technical Proposal.

We offer to perform all work under the terms and conditions set forth in the IFP documents for the prices quoted in our Commercial Proposal, which are firm for the duration of any Contracts arising from this Invitation for Proposal.

This offer shall remain firm, valid and open to acceptance by SAUDI ARAMCO for a period of **one hundred twenty (120) days** after the Bid Closing Date.

We hereby certify that our Technical and Commercial Bids are fully in strict accordance with the IFP documents for the referenced Contract Requisition without exceptions. We are prepared to execute the Contract without change in respect to our Bid. If awarded the Contract, we agree to adhere to the Scheduled Completion Date as set forth in Contract Requisition No. 3000845247.

We are/are not (Bidder shall choose one) a subsidiary Company of a parent company. (If applicable), The Parent Company is (as applicable to each contractor of the Bidding Entity) .

Such Parent Company is willing to provide a Performance Guarantee in the format provided in the IFP letter within one week of a formal request from SAUDI ARAMCO to do so.

Our Saudi Arabian Commercial Registration Number(s) is/are:

issued at on

issued at on

We acknowledge SAUDI ARAMCO’s right to reject any and all proposals, or any portion of this proposal, for any reason, and/or if, in the case that our affiliated Bidder for the IK Contract is not registered to do business in Saudi Arabia, in the manner provided in Saudi Arab laws or regulations, at the time of Commercial Bid Opening.

The undersigned acknowledges receipt, understanding and full consideration of the Invitation for Proposal documents and the following Addenda issued thereto:

**(Bidder shall list all addenda issued by SAUDI ARAMCO )**

Addendum Nos.: Date:

Date:

SIGNATORY: OFFICER OF COMPANY SAUDI ARAMCO NAME:

NAME: ADDRESS:

TITLE:

TELEPHONE NO.: E-MAIL:

END OF ATTACHMENT I TO SECTION IV

PARENT COMPANY

PERFORMANCE GUARANTEE

The Treasurer

Saudi Arabian Oil Company

Box 1500

Dhahran 31311

Saudi Arabia

Gentlemen:

In consideration of the Saudi Arabian Oil Company ("SAUDI ARAMCO") entering into Requisition No. 3000845247 ("the Contract") with\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Commercial Registration Number 3000845247, issued at [ ] on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Contractor"), a company in which the undersigned has a direct or indirect interest, the undersigned [enter full corporate name] ("Guarantor") hereby irrevocably, unconditionally and absolutely guarantees the full and faithful performance of the Contract by Contractor.

Without limiting the undertakings of Guarantor set forth in the preceding paragraph, Guarantor specifically agrees to the following:

(a) Should SAUDI ARAMCO in its sole judgment determine that Contractor has failed in any respect to perform according to the terms of the Contract, or that Contractor has become bankrupt or insolvent or otherwise unable to meet its financial obligations, Guarantor shall promptly perform or arrange for the prompt performance of all uncompleted obligations of Contractor under or arising out of the Contract, in any case without regard to whether Contractor objects or SAUDI ARAMCO elects to terminate any part of the Contract for cause.

(b) The covenants hereof constitute unconditional and irrevocable direct obligations of Guarantor. No alteration in the terms of the Contract or of the work to be performed thereunder, no termination of the Contract, or any part thereof, and no act or omission by SAUDI ARAMCO which might otherwise discharge Guarantor shall release Guarantor from any liability hereunder. The covenants hereof shall inure to the benefit of SAUDI ARAMCO's successors and assigns.

(c) Guarantor shall ensure the performance by Contractor of Contractor's tax obligations as set forth in the Contract. If a demand is made that SAUDI ARAMCO pay or if SAUDI ARAMCO is required to pay any Saudi Arab taxes, fines or related obligations of Contractor and Contractor fails to pay upon being notified of the demand or fails to reimburse SAUDI ARAMCO, Guarantor shall pay such taxes, fines or related obligations or shall reimburse SAUDI ARAMCO fully therefor.

(d) Guarantor does hereby unconditionally guarantee satisfaction within thirty (30) days of any award rendered against Contractor in any arbitration held pursuant to the terms of the Contract. If Contractor fails to satisfy the award, then Guarantor agrees to satisfy the award within the next thirty (30) days.

(e) In the event that SAUDI ARAMCO terminates the Contract, or any part thereof, for cause and either itself or through others completes all or any part of the uncompleted work, Guarantor shall reimburse SAUDI ARAMCO for the excess cost to SAUDI ARAMCO of completing the uncompleted work over and above sums paid and to have been paid to Contractor for the performance of such work. Guarantor shall also reimburse to SAUDI ARAMCO all unearned partial payments, progress payments and advanced payments previously made by SAUDI ARAMCO in respect of the terminated work. The foregoing notwithstanding, SAUDI ARAMCO shall not perform or have others perform the terminated work without first advising Guarantor of its intent to do so and allowing Guarantor not less than fourteen (14) calendar days to commence performance of such terminated work.

(f) It shall not be necessary, in order to enforce this guarantee, for SAUDI ARAMCO to institute suit or obtain a judgment, whether in the United States, the Kingdom of Saudi Arabia or anywhere else, or exhaust its legal remedies against Contractor. Guarantor shall reimburse SAUDI ARAMCO for all costs of expenses incurred by SAUDI ARAMCO in enforcing this guarantee.

(g) Guarantor hereby waives notice by SAUDI ARAMCO of any of the following:

(i) Acceptance of this guarantee by SAUDI ARAMCO.

(ii) Extension of time granted by SAUDI ARAMCO for the performance by Contractor of its obligations under or arising out of the Contract.

(iii) Demand by SAUDI ARAMCO for performance of, or failure by Contractor to perform, its obligations under or arising out of the Contract.

(iv) All other notices for which Guarantor might otherwise be entitled in connection with this guarantee, except the notice required by Paragraph (e) above of SAUDI ARAMCO's intent to perform uncompleted work itself or through others.

(h) All notices to SAUDI ARAMCO concerning this guarantee shall be sufficient when delivered in person or sent by telex, facsimile or cable or by certified or registered mail to the Treasurer at the address set forth above and facsimile No. 966-3-873-2572.

(i) This guarantee shall bind the undersigned Guarantor, its successors and assigns. If any party becomes obligated to perform any obligation of Contractor under or arising out of the Contract, whether by operation of law or otherwise, any and all rights of SAUDI ARAMCO against Guarantor shall remain in full force.

(j) This guarantee is governed by and shall be construed in accordance with the laws and regulations of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be recommended by Treasurer's for Law review).

(k) This guarantee is effective and enforceable as of the effective date of Contract No.

Very truly yours,

(Parent Company Name)

By:

Title:

Date:

IN CONSIDERATION of the award of Requisition No.. Contractor acknowledges and consents to the foregoing.

ACKNOWLEDGED AND AGREED:

(Contractor Name)

By:

Title:

Date:

END OF PART 1 TO SECTION V TO SPECIFIC INSTRUCTIONS TO BIDDERS

SECTION V

BANK GUARANTEE FOR PERFORMANCE

Treasurer’s Organization

Saudi Arabian Oil Company

Box 5000

Dhahran 31311

Saudi Arabia

Gentlemen:

In consideration of the Saudi Arabian Oil Company ("SAUDI ARAMCO") entering Contract No. ("the Contract") with

("Contractor"), (Name of Bank) ("Guarantor") hereby irrevocably and unconditionally guarantees payment to SAUDI ARAMCO in accordance with the terms and conditions of this guarantee a maximum guaranteed amount of .

Guarantor covenants as follows:

(a) Should SAUDI ARAMCO in its sole judgment determine that Contractor has failed in any respect to perform according to the terms of the Contract, the Guarantor shall immediately pay to SAUDI ARAMCO without any reservation the amount SAUDI ARAMCO demands, notwithstanding objection by the Contractor. Such amount shall be paid upon SAUDI ARAMCO's first written demands, but shall not exceed in the aggregate the maximum guaranteed amount.

(b) Upon SAUDI ARAMCO's demand for payment made at least three business days prior to the date payment hereunder is expected, payment shall be made to SAUDI ARAMCO of the amount demanded in immediately available funds, not later than 10:00 A.M. Saudi Arab time, on the day for which payment is demanded. The term "business day" shall mean a day on which banks are open for business in the city of Dammam.

(c) Payments made hereunder shall be free and clear of, and without deduction for, any taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any na­ture, including Guarantor's right of set-off.

(d) The covenants hereof constitute unconditional and irrevocable direct obligations of Guarantor. No alternation in the terms of the Contract or of the work to be performed thereunder, no termination of the Contract, or any part thereof, and no act or omission by SAUDI ARAMCO which might otherwise discharge Guarantor, shall release Guarantor from any liability hereunder. The covenants hereof shall inure to the ben­efit of SAUDI ARAMCO's successors or assigns.

(e) This guarantee shall remain valid and in full force and effect until (Hijrah and Gregorian warranty period expiration date), and shall automatically be extended for successive periods of the three (3) Gregorian months each, until Guarantor receives a letter from SAUDI ARAMCO stating that Contractor has completed performance of all its contractual obligations.

(f) Guarantor represents and covenants that the amount of this guarantee, when added to any other financial liability incurred by the Guarantor in respect of the Contractor, does not exceed twenty-five percent (25%) of the aggregate amount of the Guaran­tor's reserves and paid-in capital.

(g) All notices to SAUDI ARAMCO concerning this guarantee shall be sufficient when delivered in person or sent by facsimile or registered mail to the Treasurer at the address set forth above, facsimile No. 966-3-873-2572.

(h) This guarantee sets forth the full terms of the Guarantor's undertaking, and such undertaking shall not be modified, annulled or amplified by reference to any other document referred to herein or to which this guarantee relates, and any such reference shall not be deemed to incorporate such document herein.

(i) This guarantee is governed by and shall be construed in accordance with the laws and regulations of .

(Authorized Signature)

(Bank)

(Title)

(Date)

END OF PART 2 OF SECTION V   
TO SPECIFIC INSTRUCTIONS TO BIDDERS

ANNEX I

Date:

[Name and address of bank]

Re: Bank Guarantee for Performance of Contract No.\_\_\_\_\_\_\_\_.

Gentlemen:

Please be advised that SAUDI ARAMCO demands payment of the above referenced guarantee in the amount of in accordance with the terms thereof no later than 10:00 AM on (date). [One of the following payment methods shall be specified by SAUDI ARAMCO:

1. Make the check payable to the Saudi Arabian Oil Company for pick-up by our representative (name).

2. Transfer the amount to Account (No. and Name) maintained at your bank and provide SAUDI ARAMCO with a credit advice.

3. Transfer the amount to Account (No. and Name) maintained at (Bank Name) and provide SAUDI ARAMCO with a copy of the transfer instructions.]

Treasurer

Saudi Arabian Oil Company

END OF SECTION V