



هيئة تطوير مكة المكرمة والمشاعر المقدسة

**Makkah Public Transport Program
(MPTP)**

**Request for Proposal
(RFP)**

For the Procurement of

**Consultancy Services for Safety,
Security and Emergency Management**

August - 2015

Makkah

Kingdom of Saudi Arabia



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LIST OF PROJECT ABBRIVIATIONS AND ACRONYMS

| Abbreviation / Acronym | Meaning |
|------------------------|---|
| AFC | Automatic Fare Collection |
| BRT | Bus Rapid Transit |
| CV | Curriculum Vitae |
| D&B | Design and Build |
| DBT | Design Basis Threat |
| DC | Direct Current |
| DCOMM | Development Commission of Makkah and Mashaaer |
| FIDIC | International Federation of Consulting Engineers |
| HHSR | Haramain High Speed Rail |
| HVAC | Heating, Ventilation and Air-Conditioning |
| KAAR | King Abdul Aziz Road Project |
| MCA | Makkah Central Area |
| MEP | Mechanical, Electrical and Plumbing |
| MV/LV | Medium Voltage Low Voltage |
| MMRT | Makkah Mass Rail Transit |
| MMRTC | Makkah Mass Rail Transit Company |
| MPTP | Makkah Public Transport Program (“the Program”) |
| MOMRA | Ministry of Municipal and Rural Affairs |
| MSL | Al Mashaaer Al Muqaddassah Rail Line (or Mashaaer South |
| OCC | Operations Control Centre |
| OSR | Operational Security Requirements |
| PME | Presidency of Meteorology and Environment |





| Abbreviation / Acronym | Meaning |
|------------------------|--|
| PMO | Program Management Office |
| POA | Power Of Attorney |
| PSD | Platform Screen Door |
| RFP | Request for Proposal |
| SAGIA | Saudi Arabia General Investment Authority |
| SCADA | Supervisory Control and Data Acquisition |
| SDR | Security Design Requirement |
| SMART | Specific, Measurable Achievable Realistic and Timely |





PART 1: INTRODUCTION AND INSTRUCTIONS TO TENDERERS





1. INTRODUCTION

1.1 General

The Development Commission of Makkah and Mashaer (hereinafter referred to as “DCOMM” or “The Client”) is issuing this Request for Proposal (RFP) for the Makkah Public Transport Program (MPTP) Metro Phase 1 Security Consultancy Services to experienced international consultants. The Contract shall be a Lump Sum contract based on FIDIC White Book – Client / Consultant Model Services Agreement.

1.2 Program

Table 1 below provides the schedule for this RFP:

| | |
|--|---------------------------|
| Deadline for Request for Clarification | October 1, 2015 |
| Proposal Due Date | October 25, 2015 at 14.00 |

Table 1 - Schedule for RFP

Proposals shall be submitted **no later than 14:00 hours on 25 October 2015**, Makkah - local time. Proposals submitted after the deadline will not be accepted.

1.3 Request for Proposal

The RFP comprises of the following sections:

- Part 1: Introduction and Instructions to Tenderers
- Part 2: Conditions of Contract
- Part 3: Appendices
 - Appendix 1 – Scope of Services
 - Appendix 2 – Services Agreement
 - Appendix 3 – Forms and Documents Required for Bid and Technical Proposal
 - Appendix 4 – Financial Proposal





2. GENERAL INFORMATION AND BACKGROUND

2.1 General Context

The purpose of the information provided below is to inform the Tenderers of the extent of the Services under the Makkah Public Transport Program (MPTP).

Makkah Mass Rail Transit Company (MMRTC) is acting on behalf of the DCOMM as the Project Management Office (PMO) for the implementation of the MPTP.

The MPTP is an Integrated Public Transport System Plan covering all modes of public transit including Metro, BRT bus, local bus, feeder bus and shuttle bus services, based on DCOMM's "*Makkah and Masha'ar Comprehensive Public Transport Study*".

MPTP was approved by the Government of the Kingdom of Saudi Arabia by Royal Decree number (45268) dated 07/10/1433H (25/08/2012), which approved the implementation of all phases of MPTP by full public funding. DCOMM has also developed the *Makkah and Masha'ar Comprehensive Master Plan*, a study that deals with Transport, Urban Planning, Urban Development, Housing, etc. Based on these studies, a number of major developments are under construction or planned within the Makkah Central Area (MCA).

2.2 Makkah

Makkah is a substantial city with a current permanent population of around 1.7 million inhabitants. It is also the administrative center for Makkah Province. However, it faces the unique challenge of accommodating very large numbers of pilgrims and visitors from the worldwide Islamic communities which generate very specific patterns of travel. At present, there are over 3.5 million Hajj pilgrims and another 5.0 million Umrah visitors. Makkah also serves the needs of many resident visitors from Jeddah, Taif and other cities in the Kingdom of Saudi Arabia who come to worship in Makkah.

Within Makkah, there is the unique focal center of Masjid Al-Haram (Grand Mosque) at the center of the city, which is also the destination for the pilgrims. The other key attractions, as destinations for local travelers are Umm Al Qura University and the offices of the City Municipality and Makkah Region District. Most current major developments are intended to alleviate the severe congestion that exists today in MCA and to provide an appropriate environment for walking to and from Masjid Al-Haram – for both residents and pilgrim visitors. There is a need for high quality public transport to





serve both new developments and existing land uses in MCA, especially to provide access to the Masjid Al-Haram.

2.1 The Makkah Vision

Makkah is a truly unique city with global significance to over one fifth of the world's population. The Makkah Vision, as articulated by His Royal Highness the Governor of Makkah province, aims to transform Makkah to a uniquely modern, beautiful and vibrant city that is deeply rooted in its cultural and religious heritage and that befits its historical and spiritual universal importance. A city that "celebrates" Islam and upholds its ideals and values; reflecting its rich past while keeping a keen eye to a promising future. By virtue of its historical importance and religious significance, Makkah is to serve as an honorable and inspiring example whose residents, visitors and all Muslims can be proud.

The MPTP aligns with this vision and, once complete, will serve the travel needs of millions of people who come to Makkah each year to undertake Hajj and Umrah, in addition to its 1.7 million local residents. The Makkah Vision recognizes four focal points that collectively form the foundations to realizing its objectives: the human being, the place, the government, and the private sector. The Makkah Vision advocates the development of its community and the improvement of the environment. The Vision facilitates the city to raise the standards of accommodation and transportation services offered to pilgrims. Crucial to the realization of this vision is the establishment of a robust, efficient and modern public transport system.

The Makkah public transport system can be envisioned as the gateway to Makkah. Therefore, its infrastructure and facilities must be of high quality, befitting of a place of such high symbolic importance to all Muslims. As a religion, Islam promotes equality, respect (to oneself and others), dignity, compassion, kindness, generosity and excellence. It is essential that these same values guide all planning and design of public transport initiatives in Makkah.

Quality is served through the provision of a public transport system that is accessible to all members of the community without prejudice. This system would enable the elderly, children and people with special needs, whether residents or pilgrims, to use the facilities with ease.





Respect and **dignity** are achieved through the provision of facilities and infrastructure that are worthy of commuting on by the residents and those who are on spiritual journey to the holiest city in Islam, in terms of operational efficiency, reliability, service level, passenger comfort, and cleanliness.

Compassion is achieved through the provision of well-integrated and conveniently located facilities, i.e. stations and bus stops, and public amenities that are easily accessible to the public and commuters.

Excellence informing the design, operation and maintenance life cycle of the program, where state-of-the-art technologies and global best practices are adopted.

A major constraint in the MCA is the presence of the holy Zam Zam aquifer. This aquifer runs from north to south across Masjid Al-Haram area and must not be intercepted by any permanent or temporary construction works. The aquifer is shallow to the north and the southwest side of Masjid Al-Haram, which affects the vertical alignment of any proposed Metro underground alignment.

2.1.1 Topography and Congestion in Makkah

The topography of Makkah is such that Masjid Al-Haram is surrounded by hills, which restrict access to Masjid Al-Haram to a limited number of radial routes between the hills to the north, west and south of Masjid Al-Haram. Access to the east, towards Mina and Arafat, has been mainly via tunnels eastward through the hills. This topography has led to developments occurring along these radial corridors, which have also become the core transport corridors. A system of ring roads around MCA enables movement between the radials with the largest traffic flows into MCA coming from Jeddah (West), and Madinah to the north. It is also important to recognize the need to plan development so that it matches with the Masjid Al-Haram and its environs, and the respect and importance required.

MCA is currently served by six main radial roads, along with the partly completed first and second ring roads. Only the southern and part of the northern sections of the first ring road currently exist, although the western section will be completed in the near future. As for the second ring road, the north, east and the south sides have been completed while the construction work at Mansour Street, which is the western part of





the ring road, will be commenced soon. Sections of the Third Ring Road, at a radius of about 5 kilometers from Masjid Al-Haram, have also been built in the south and west sections, whereas the remaining part is in the pipeline. The fourth and fifth ring roads are being planned.

The transport situation in Makkah has a number of key problems, including:

- a) Lack of highway capacity leading to severe congestion.
- b) Lack of sufficient parking spaces.
- c) Lack of alternative modes to the private car.
- d) Mixing of pedestrians and traffic leading to severe delays and safety problems.
- e) Lack of provision for mobility impaired people.
- f) High levels of air pollution in the central area.
- g) Lack of a single authority with overall responsibility for transport in Makkah.

Two new rail projects are underway in Makkah:

- a) The Haramain High Speed Rail (HHSR) terminal to the west of the city is currently under construction.
- b) The Al Mashaer Al Muqaddassah Rail line (MSL) serving the Hajj religious sites to the East of the Holy City has been in service since 1432H/2011G.

The MSL has one of the highest capacities in the world, with 72,000 PPHPD. In addition, the Saudi Railway Organization (SRO) is constructing an intercity railway, Haramain High Speed Rail (HHSR), which links Makkah to Madinah via Jeddah. Both HHSR and MSL stations will serve as key interchanges with the MMRT network.





2.2 Metro System Planning

Based on the feasibility study conducted by a joint venture of SYSTRA-AECOM, Makkah Metro network is planned to be constructed with four lines as detailed in Table 2:

| Line | From | To | Through |
|------------------------------------|------------------------|--------------------------|---|
| A | Al Laith Road | Al Sail Road | North of Al Haram |
| B (Phase 1) Partial | Al Jamarat Station | Makkah Jeddah Expressway | North of Al Haram (Shamiyah development) |
| C (Phase 1) Partial | Al Madinah Road | Umm Al Qura University | West and South of Al Haram |
| D | Old Jeddah Makkah Road | Ibrahim Khaleel Road | West of Al Haram |

Table 2 - MPTP Metro Lines

At the end of the Preliminary Design stage of Phase 1 of the project, undertaken by SYSTRA, it was decided to construct Line-B (with seven (7) Stations) and Line- C (with fifteen (15) Stations) in Phase-1 (see Figure 1) with a target for commissioning during 2019(G).

Additionally, Metro Phase 1 is divided into two D&B Sections: Section 1 and 2 as shown in Figure 2.

- Section 1:** mostly underground and consists of Metro Line B and the northwestern part of Metro Line C with 24.9 kilometers of guideway and 13 stations.
- Section 2:** above ground and consists of the southeastern part of Metro Line C consisting of 20.2 kilometers of guideway and nine (9) stations, together with the Depot.

Please refer to Figure 2 for information for a view of indicative boundaries of Section 1 and Section 2.





MPTP Metro Phase 1 works are being procured through four (4) design-build contracts:

- a) **Contract 1** : Design-Build for Civil Works Section 1.
- b) **Contract 2** : Design-Build for Civil Works Section 2.
- c) **Contract 3** : Design-Build for Trackwork, Rail Systems (including Depot), Fit-Out, MEP and Overall Systems Integration.
- d) **Contract 4** : Design-Build for Rolling Stock and Depot Equipment.

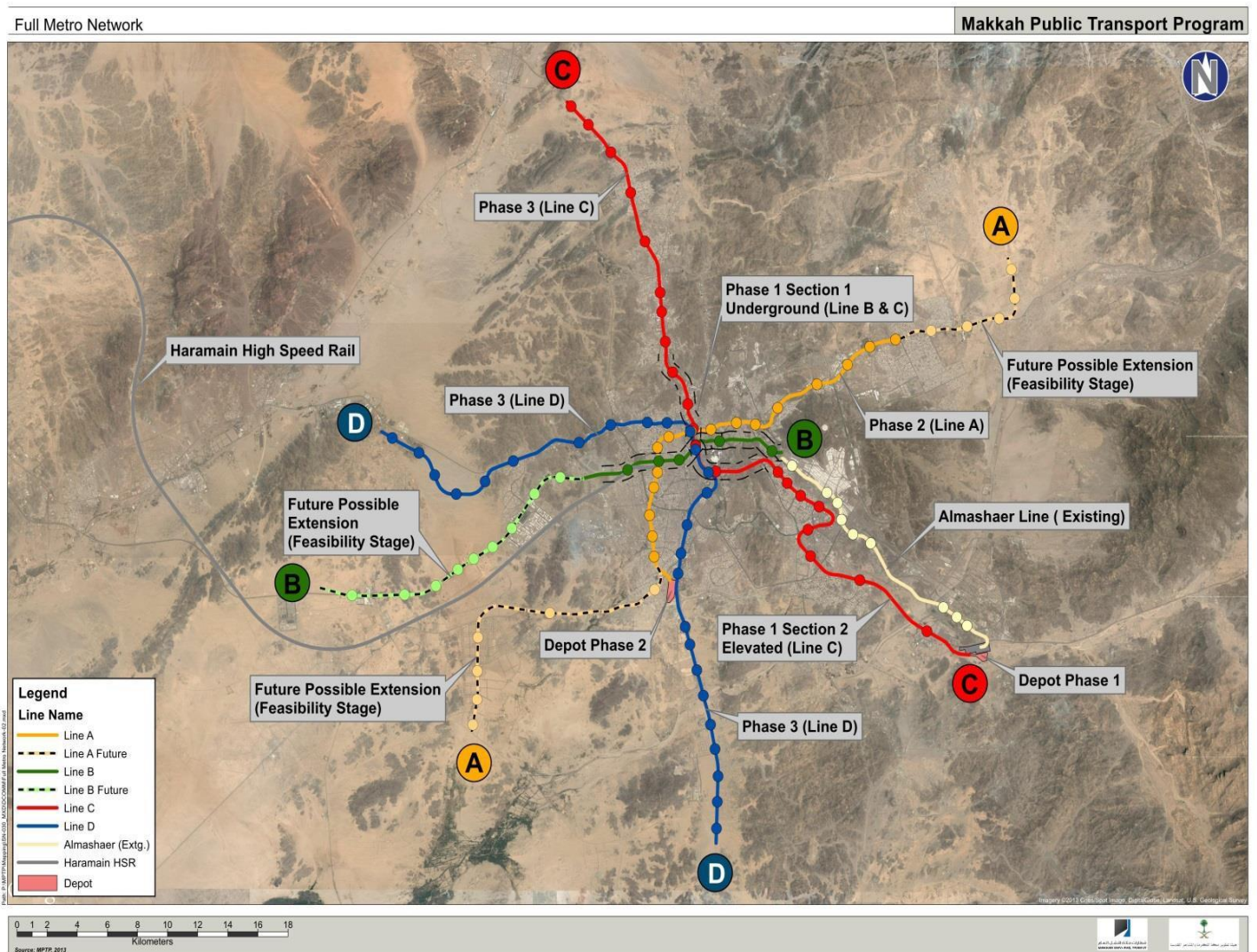


Figure 1 - Full Metro Network



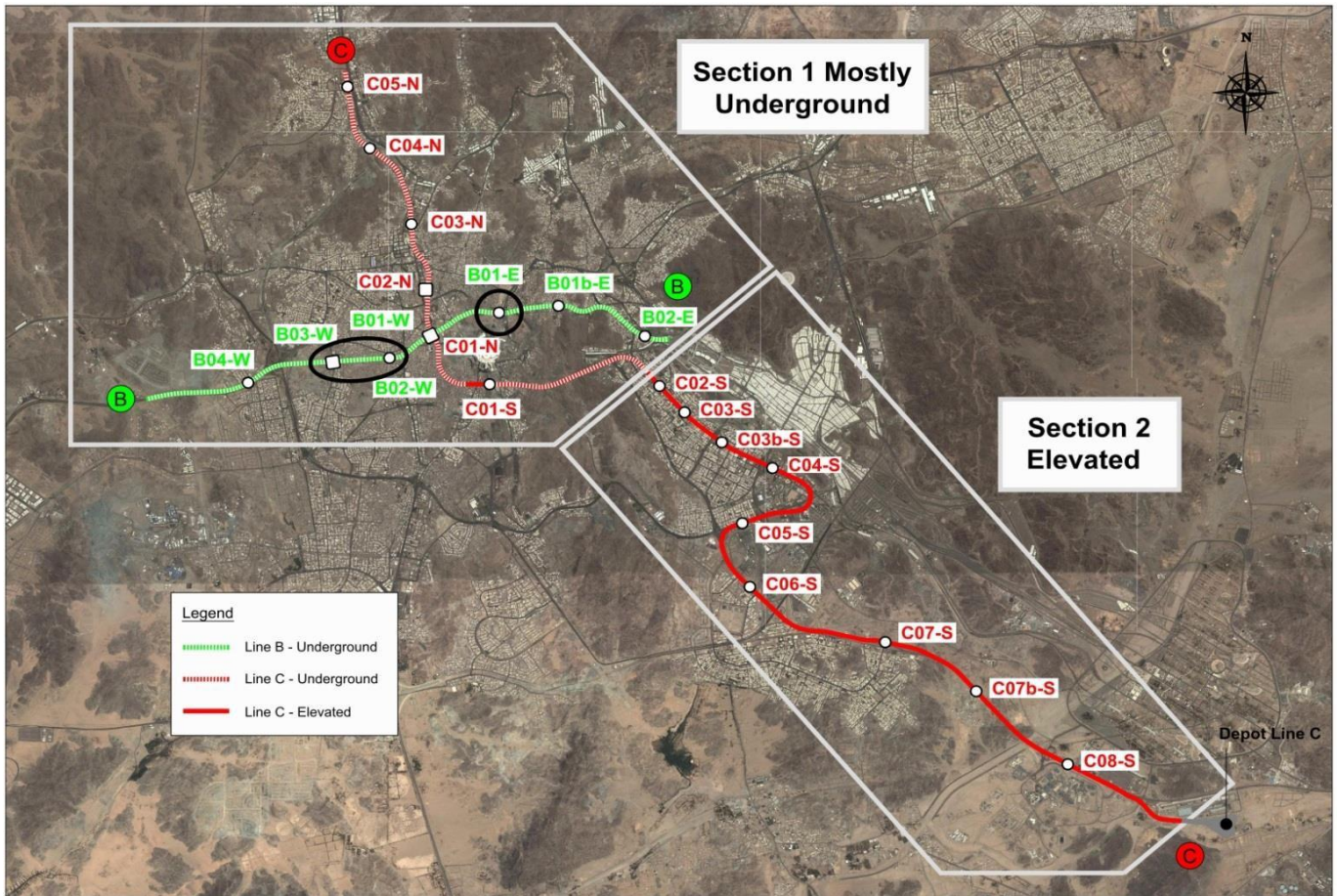


Figure 2 - Metro Phase 1 Sections

The black circles in Section 1 refer to Metro Civil Construction works to be undertaken by developers of other projects in MCA, (this information is subject to change). Agreements with the interface developers are currently being coordinated.



3. DESCRIPTION OF CLIENT ORGANIZATION

3.1 Client

MMRTC is acting on behalf of DCOMM as the PMO for the implementation of the MPTP. MMRTC is responsible for the following MPTP's non-exhaustive tasks:

- a) Develop the urban rail and bus sector policies and strategies (including fare policy).
- b) Develop all plans to integrate urban rail services with other modes of transport, in particular bus transport and other feeder systems.
- c) Define procurement strategies for infrastructure development and transport operations.
- d) Provide owner's oversight of MPTP design.
- e) Supervise the MPTP construction progress and quality.
- f) Determine the MMRT and MBMP operation models, including appointment and oversight of potential third party operators.
- g) Monitor the performance of Metro and Bus service operators and definition of a performance enhancement and monitoring scheme.
- h) Provide maintenance of the MMRT and MBMP network and all corresponding systems.
- i) Develop and implement marketing and branding strategies for Metro and Bus services in Makkah.

3.2 Key Stakeholders (includes but not limited to):

- a) Local Government Authorities and Departments
- b) Ministry of Hajj and Umrah
- c) Ministry of Transport
- d) Ministry of Municipal and Rural Affairs (MOMRA)
- e) Municipality of Holy Makkah (Amanat Al-Asima Al-Muqaddassah)
- f) King Abdul Aziz Road (KAAR) Project
- g) Umm Al Qura University and Development Sites
- h) Religious Authorities and Civic Groups
- i) Police and Civil Defense
- j) Telecoms, Power and Utility providers
- k) Other MPTP Consultants





- l) Contractors and Joint Ventures involved in the Metro contracts
- m) Contractors and Operators delivering the new Bus network for Makkah
- n) Presidency of Meteorology and Environment (PME)





4. SCOPE OF DESIGN AND BUILD CONTRACT

4.1 Structure of the D&B Contracts

The structure of the D&B Contracts is shown in Figure 3 below:

| | MPTP Metro | |
|--|------------------------|--|
| | Mostly Underground | Elevated + Depot |
| Civil Works | Contract 1 (Section 1) | Contract 2 (Section 2) (includes Depot Civil Works, Facilities shell and core) |
| Trackworks | Contract 3 | |
| Rail Systems (including Rail Systems for the Depot): | | |
| <ul style="list-style-type: none"> • Signalling • Telecommunications • AFC, PSD, SDO • ICS, OCC • MV/LV Power Supply and 1500V DC Traction Power • MEP | | |
| Architectural Works and Fit-Out for Stations, Depot, Headquarters, Depot and Various Buildings | | |
| Overall Systems Integration | | |
| Rolling Stock and Depot Equipment | Contract 4 | |
| | MPTP Bus | |
| Bus Operation Bus Maintenance (Including Depot Provision) | Contract 1 | |

Figure 3- MPTP Contracts





4.2 Contract 1: Civil Works Section 1

Civil Works Section 1 includes the following:

- a) Enabling Works.
- b) Stations Core and Shell.
- c) Tunnels.
- d) Roads, Drainage and Utilities Infrastructure.
- e) Buildings.

4.3 Contract 2: Civil Works Section 2

Civil Works Section 2 includes the following:

- a) Enabling Works.
- b) Stations Core and Shell.
- c) Viaducts.
- d) Buildings and MMRTC's Headquarters.
- e) Depot Infrastructure and Buildings' Core and Shell.
- f) Roads, Drainage and Utilities Infrastructure.

4.4 Contract 3: Trackwork, Rail Systems (including Depot), Fit-Out, MEP and Overall Systems Integration

Contract 3 includes the following:

- a) Overall Systems Integration of the Metro System
- b) Trackwork (Permanent Way) including 3rd rail
- c) Rail Systems including:
 - (i) Signalling
 - (ii) Fare Collection
 - (iii) Telecommunications
 - (iv) Integrated Control System
 - (v) Power Supply & Distribution including SCADA





- (vi) Platform Screen Doors
- (vii) DC Traction System
- d) MEP including:
 - (i) Escalators & Elevators
 - (ii) HVAC
 - (iii) Tunnel Ventilation System
 - (iv) LV Power Supply & Distribution
 - (v) Fire Protection
 - (vi) Water, Sewerage, Plumbing Utilities
- e) Architectural fit-out and signage including:
 - (i) Stations
 - (ii) Depot
 - (iii) OCC
 - (iv) MMRTC's Headquarters
 - (v) All other Ancillary Buildings





4.5 Contract 4: Rolling Stock and Depot Equipment

- a) Rolling Stock
- b) Depot Equipment

4.6 Indicative Metro Phase 1 Summary Master Schedule

Figure 4 shows an indicative Metro Phase 1 Summary Master Schedule.

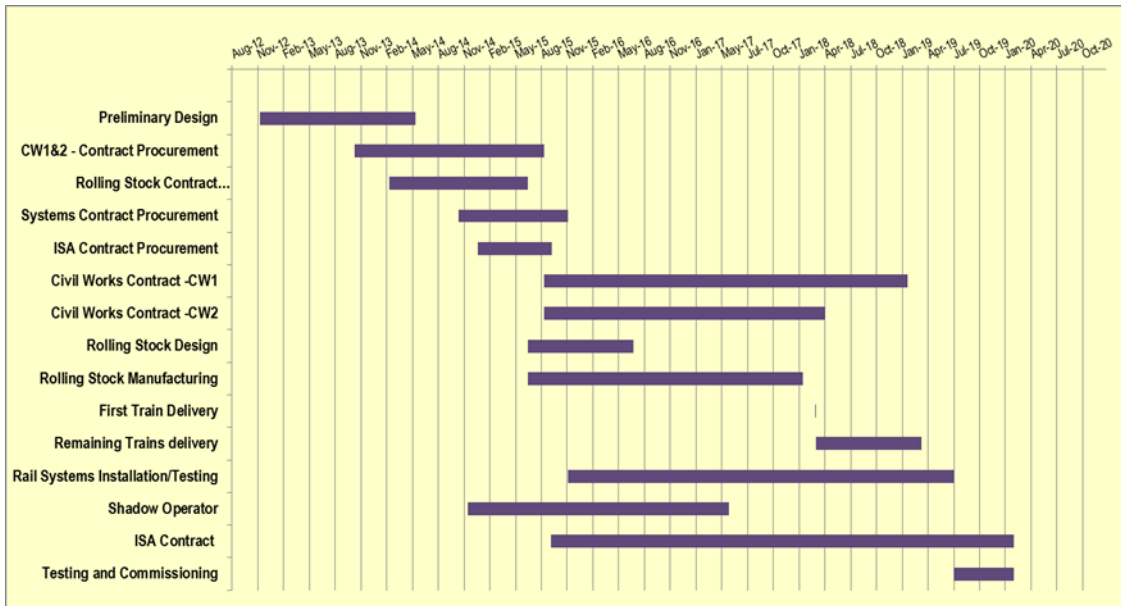


Figure 4 - Indicative Metro Phase 1 Summary Master Schedule





5. INSTRUCTIONS TO TENDERERS

5.1 Document Overview

The purpose of this section is to give clear direction and definition of the Client's minimum requirements to be addressed in the Tender submission.

The Tenderer is reminded that the submission of all information specified herein and in other sections of this RFP is mandatory and any Tender not complying with this requirement (i.e. submission with "to be advised later", or "to be submitted on award" etc.) may be rejected.

The Tenderer shall submit certain information and data to enable the Client to:

- a) Assess the Tenderer's capability to undertake and successfully deliver the Security Consultancy Services as specified in this document.
- b) Understand that the Tenderer fully complies with and satisfies the Client's requirements.
- c) With the exception of those sections or sub-sections below within which it is expressly stated that they will be included in whole or in part in the Contract, no guarantee is given that any of those sections or sub-sections will be incorporated as part of the Contract. The signed formal contract will specify which of the submitted sections (or parts thereof) form part of the Contract and the decision as to which non-mandatory sections (or parts thereof) are incorporated therein will be at the entire discretion of the Client.
- d) To ensure the completeness of Tenderers submissions, and to facilitate efficient evaluation, each Tenderer is instructed to submit its responses in accordance with the requirements of each section as set out in each Form of Proposal.
- e) Tenderers are invited to submit a Technical Proposal and a Financial Proposal, as specified herein, for Security Consultancy Services. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the Preferred Tenderer.
- f) The Tenderers should familiarize themselves with local conditions and consider them in preparing their Proposals.
- g) The Tenderers are encouraged to visit Makkah in the Kingdom of Saudi Arabia, before submitting a proposal.





5.2 Tender and Evaluation Process

The Client invites all Tenderers to submit their Proposals in accordance with this Request for Proposal (RFP), for the provision of comprehensive Security Consultancy Services for Metro Phase 1 of the Makkah Public Transport Program (MPTP).

By submitting a Proposal, the Tenderer is deemed to have agreed to, allowed for and included in the price for all of the following:

- a) All laws, rules, regulations and procedures applicable to the services or works in the Kingdom of Saudi Arabia.
- b) All risks and contingencies involved in providing the Security Consultancy Services, including location, permits / approvals and site conditions and any other matters, which could affect its performance.
- c) The Client shall be under no obligation to award a contract or to accept the lowest bid or any alternative proposal and shall not assign any reasons for the rejection of any proposals. The Client shall not be responsible for any costs or expenses incurred by the Tenderer in connection with its proposal and the Tenderer shall not have any recourse for any redress if the Client, for whatever reason, awards the contract to another Tenderer or does not award any contract.
- d) The Client reserves the right to engage other Tenderers to perform similar services. Acceptance of a Proposal is not to be construed as binding.
- e) The Tenderer agrees that the Client shall have the right to reproduce by any means, its proposal and all accompanying information submitted therewith for the purposes of assessing and verifying the proposal, and warrants that its proposal and all accompanying documents and materials are not subject to any intellectual property rights that may hinder or limit the Client's use of the proposal for the purposes indicated herein.

5.3 Acknowledgement of RFP

All Tenderers shall acknowledge receipt of the RFP by completing, signing and returning the Letter of Acknowledgement, as set out in Appendix 3, within five (5) days from the date receipt of this RFP, to the Client at Metrosecurity@makkahtransit.org.

5.4 Form of Proposal

Tenderers shall complete, sign and stamp the Forms of Proposal provided in Appendix 3, and return the original signed copy / copies with their Proposals.

Failure to comply with these requirements may result in the disqualification of the





Tenderer.

5.5 Proposal Submission Method

The Proposal shall comprise two (2) separate components: Technical and Financial. Each component shall consist of a fully compliant submission and, at the Tenderer's discretion, an alternative submission.

The Proposal shall be submitted in English language and shall comprise one (1) original and two (2) hard copies in A4 format and shall be properly indexed. Two (2) soft copies shall also be provided on a CD-ROM in PDF format. The stipulation of original and copies shall apply to both technical and financial components. All direct and indirect costs in the financial component shall also be provided in PDF format and MS Excel format on a CD-ROM included in the Financial Proposal package.

The Proposal shall be submitted in two (2) separate wax sealed envelopes, one containing the Technical Proposal and the other containing the Financial Proposal with the soft copy (i.e. on CD-ROM) included as appropriate. The envelopes shall not bear any mark indicating the identity of the Tenderer, but shall only indicate the RFP title, the submission date, and whether the content of each is the Technical or the Financial Proposal.

An authorized representative of the Tenderer shall initial all pages of the Proposal. The representative's authorization shall be confirmed by a written power of attorney accompanying the Proposal.

Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

The original and the copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" and the original and the copy of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and the warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL".

Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and all other information indicated in the RFP and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE".





The Technical Proposal envelope shall not contain any pricing information, but shall only contain those forms as identified in this RFP as comprising parts of the Technical Proposal. The Financial Proposal shall contain those forms as identified in this RFP as comprising parts of the Financial Proposal.

The Tenderer shall complete and submit all details, forms and information as required by this RFP utilizing the forms provided in Appendix 3. The original copy shall be clearly marked "ORIGINAL". The Tenderer shall initial and affix its company stamp to every page of its original submission.

A single sealed envelope / package, containing the Technical and Financial Proposals, shall be submitted with the following external marking:

Proposal for Security Consultancy Services for Metro Phase 1 of the Makkah Public Transport Program (MPTP),

Addressed
to:

**DEVELOPMENT COMMISSION OF MAKKAH AND MASHAAER
MAKKAH MASS RAIL TRANSIT COMPANY (MMRTC)**

BatHa'a Quraish -Al-Qadi Road

P. O. Box 50449

Makkah Al-Mukarramah 21955

Kingdom of Saudi Arabia.

Attention: Ali AlQarni,

Esq.

Administrative and Legal Affairs Supervisor

Makkah Mass Rail Transit Company

E-mail: Metrosecurity@makkahtransit.org

Phone: +966 12 567 4884

Fax: +966 12 5673987

Location Map : <https://goo.gl/maps/QADwA>

Pages of the Proposal shall be signed by a principal, duly authorized to represent and bind the Tenderer and the Tenderer shall provide a certified copy of a POA as documentary evidence of the principal's authority.





5.6 Clarifications

The Tenderer may request in writing for clarifications of any part of this document with an official cover letter with and an attachment stating its queries. The attachment must be in a form consistent with the Tender Query Form provided in Appendix 3, in both PDF and MS Excel formats. The Client will consider the requests for clarifications (queries) and any clarification deemed necessary, at the sole discretion of the Client, will be circulated to all Tenderers without revealing the identity of the query's origin.

Requests for clarification shall be addressed in writing and sent to the Client's address mentioned previously in Section 5.5.

All clarifications will be issued in the form of a tender bulletin by e-mail to all Tenderers.

All Tenderers shall communicate with the Client via the above process only.

Tenderers shall not attempt to make any contact with any employee of the Client, MMTRC or any of the Client's Consultants.

5.7 Proposal

Proposals shall be clear and concise and shall contain only materials that specifically address the requirements of this RFP.

The proposals must remain valid for ninety (90) days after the submission date. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, Tenderers who do not agree have the right not to extend the validity of their proposals.

5.8 Proposal Preparation Cost

The cost of preparing and submitting a Proposal and any further costs incurred by the Tenderer prior to the award of the contract shall be at the Tenderer's own cost and Tenderers shall have no recourse to the Client.

The Client reserves the right to interview selected and key personnel proposed by the Tenderer, and all costs incurred by such personnel shall be borne by the Tenderer.





5.9 Proposal Acceptance and Evaluation Criteria for Technical Proposals

- a) The Tenderer acknowledges and agrees that the Client shall have the sole right to:
- Select any Proposal for award of contract.
 - Award partial elements of the Security Consultancy Services to a Tenderer or more than one (1) Tenderer.
 - Reject any Proposal as unsatisfactory or non-compliant.
 - Not award a contract as a result of this RFP.
- b) The Tenderer shall note that the Client places great emphasis on, among other things, the following, when evaluating the Proposals:
- Understanding of MPTP (programme goals, mission and stakeholders and scope vis-à-vis other MPTP consultants).
 - Delivery strategy and approach including processes and procedures.
 - Quality, Organization and effectiveness of proposed methodology.
 - Current commitments and tender participations.
 - Commitment of Key Personnel and Corporate and Regional Officers to MPTP.
 - Verifiable and relevant past experience.
 - Tenderers shall, accordingly elaborate on each of these topics and on any other aspect of relevance in their Technical Proposal. The Client may require Tenderers to submit a form of commitment for key approved / acceptable staff, to be signed by officers of the Tenderer prior to the award of contract.

5.10 Appendices Forming Part of the Agreement

The Tenderer acknowledges and understands that, where appropriate, the Appendices in this RFP shall, in whole or in part, form part of the Agreement concluded with the successful Tenderer.

5.11 Corrupt Practice and Conflict of Interest

The Client requires that Tenderers observe the highest standard of ethics during the process of preparation of the Proposals. No Tenderer shall directly or through any employee, agent or affiliate, engage in any corrupt practices in connection with the preparation of its Proposal.





The Tenderer shall describe any potential conflict of interest or appearance of impropriety that could be created by its entering into the Agreement and / or performing the Security Consultancy Services under the Agreement, and indicate what procedures shall be followed to detect, notify the Client of, and resolve, any conflicts of interest.

5.12 Confidentiality of the RFP Document

The RFP document and all matters and details relating thereto shall remain confidential to the Tenderer both during and after the submission of the Proposal.

Drawings and / or any other information received from the Client relating to the Security Consultancy Services may be copied or conveyed by the Tenderer to its proposed sub-consultant(s), only to the extent necessary and only for the explicit purpose of submitting a valid Proposal. It is the Tenderer's responsibility to ensure that any information disclosed to third parties is treated as confidential, and that any copies or reproductions of documents or drawings given to them are returned to the Tenderer.

Except as provided in this RFP, drawings and / or any other information received from the Client and relating to the Security Consultancy Services shall not be copied or reproduced in any way or conveyed by the Tenderer to any third party without first obtaining the prior written authorization of the Client.

Tenderers shall not:

- a) Communicate any information indicating their Proposal prices to any third party.
- b) Obtain or try to obtain any information in connection with other concurrent MPTP RFPs in progress before this competition is concluded (unless required for the purpose of the tender and following receipt of written approval from the Client).
- c) Make contact in any way with other Tenderers for this particular tender.
- d) Instruct an agent to enter the Client's offices or to communicate in any way with any of the Client's employees and / or consultants about their Proposals.

Any breach of the confidentiality provisions contained in this RFP document and / or the confidentiality undertaking shall result in the disqualification of a Tenderer. The Client reserves the right to pursue legal action against such Tenderer and claim damages from the Tenderer for all losses, costs, and expenses incurred by the Client because of





the Tenderer's breach of confidentiality.

5.13 Taxes

The Client shall not accept any liability for any taxes, which the successful Tenderer may be liable for under KSA law or in any other jurisdiction where the Security Consultancy Services may be performed. The Tenderer is advised to take note of the tax requirements in the Kingdom of Saudi Arabia. Tenderers shall make due allowance in their Proposals for any taxes that the Tenderers may be liable for in KSA or any other jurisdiction.

5.14 Tender Bond

The Tenderer shall provide a Tender Bond, issued by a duly authorized KSA bank, for an amount of SAR 100,000.

The Tender Bond shall:

- a) State the title of this RFP.
- b) Be valid for not less than ninety (90) days from the Proposal submission date.
- c) The original tender bond issued by the bank shall be submitted with the compliant technical proposal forming part of the current proposal. Proposals not accompanied with the tender bond may be rejected.

The successful Tenderer is required to submit a Performance Security in accordance with the Agreement, and they shall ensure that their tender bond remains valid until the Performance Security is submitted and accepted by the Client, at no additional cost to the Client.

5.15 Corrections to Proposal after Submission

Unless permitted by the Client, the Tenderer shall not make corrections or amendments to its Proposal for any reason whatsoever after submission.

No unauthorized erasures, alterations, additions, or deletions shall be made to the RFP document, and any Proposal submission that is incomplete or contains unauthorized alterations may be rejected.





5.16 Clarification Meetings

The Tenderer may also be required to attend clarification meetings after submission of its proposal and give presentations to the Client's management to demonstrate the content of its proposal, its understanding of the subject matter of the RFP document, its capability to perform the Security Consultancy Services required under the Agreement, to elaborate on the broad creative concepts it has proposed with examples of how it intends to execute the Services and to discuss any issues the Client may wish to raise in respect of its Proposal. The Client shall notify the Tenderer of any such meeting via the issuance of a tender clarification.

Participation in these meetings shall be at the Tenderer's expense.

5.17 Breach of Tender Conditions

5.17.1 It shall be considered a breach of tender conditions if the Tenderer:

- a) fails to comply with this RFP and / or provides qualifications of any nature in the compliant Proposal and / or alternative financial proposal; or
- b) retracts or withdraws its proposal during the period of its validity;
- c) fails to provide the Performance Security and insurances as and when notified to do so; or
- d) fails to sign the Agreement on the specified date without giving a reasonable justification; or
- e) commits a breach of the Anti-Corruption and Confidentiality Undertaking;
- f) commits a breach of any other tender terms and conditions.

5.17.2 The Client reserves its rights to act on any breach of tender conditions, at its sole discretion, without the need for summons or notice or other legal formalities to:

- a) Cash the tender bond; and
- b) Exercise any other rights or seek any other remedies as may be available under the law.

5.18 Compliant Proposal

The Proposal shall be fully compliant with all of the terms and conditions of this RFP and the Tenderer shall submit a declaration to this effect in the form set out in Appendix 4. No qualifications / exceptions to the RFP, including those in the form of assumptions and clarifications, are acceptable.





5.19 Preferred Requirements

The Client will strongly consider the demonstration of the following by the Tenderers:

- Local and international experience of providing Security Services on metro and urban rail projects within the last ten years.
- Experience of working with international consultants, contractors, rolling stock manufacturers, system providers and operators, who have worked on similar systems; and
- Regional experience of providing such services.

5.20 Proposal Evaluation

From the time the bids are opened to the time the contract is awarded, if any Tenderer wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address stated in Clause 5.6 "Clarifications" above.

The Evaluation Committee, appointed by the Client, is to evaluate the proposals based on their responsiveness to the Scope of Services in Appendix 1, applying the evaluation criteria, sub-criteria, and point system specified hereafter. Each substantively responsive proposal will be given a technical score.

5.21 Outline of the Evaluation System

5.21.1 Technical Submission

The minimum technical score required for passing is 80.

The Technical Proposals shall be scored in accordance with Table 4 below:

| Item | Maximum Score |
|--------------|---------------|
| Experience | 20 |
| Methodology | 20 |
| Relevant CVs | 60 |
| Total | 100 |

Table 3 - Scoring Criteria for Technical Evaluation





5.21.2 Financial Submission

Tenders with a technical score in excess of 80 will have their financial submissions evaluated. The Client may increase / decrease technical score acceptance levels at its discretion.

5.22 Notification of Award

The Successful Tenderer shall provide the required Final Deposit (Performance Security and other Guarantees required by the Tender Documents) within the period specified in the Letter of Award and prior to the execution of the Contract Agreement.

The Contract will be prepared by the Client and signed by the Successful Tenderer after submission of the Final Deposit (Performance Security) and any other required Guarantees.

The Client shall notify the other Tenderers who submitted tenders that they were not successful.

In order to perform its obligations under the Agreement, the successful Tenderer (i.e., the Consultant) shall be authorized to conduct business in the Kingdom of Saudi Arabia (by registering with SAGIA) or by partnering with a local Saudi Company.





5.23 Pre-conditions to Award of the Contract

Prior to execution of the Contract, The Client will request the Tenderer to produce the following, *if applicable*:

- a) Copy of a valid commercial registration certificate of the Tenderer;
- b) Copy of a valid income and Zakat clearance certificate;
- c) Copy of a valid Chamber of Commerce membership card;
- d) Copy of the social insurance certificate;
- e) Copy of the certificate of Saudization percentage;
- f) Provision of a compliant Performance Security guarantee;
- g) Evidence of compliance with any other legal requirements as necessary.
- h) Saudi Arabian General Investment Authority (SAGIA) License.





6 CONTENT OF THE TECHNICAL PROPOSAL

6.1 Content

6.1.1 Unless otherwise stated, the Technical Proposal shall comprise stamped and signed copies of the following:

- a) The Anti-Corruption and Confidentiality Undertaking (refer to Appendix 3). This shall previously have been completed and returned with the Letter of Acknowledgment by the Tenderer
- b) Letter of Acknowledgement (refer to Appendix 3)
- c) Statement of Compliance (refer to Appendix 3)
- d) Form of Proposal (refer to Appendix 3) with copies of Power of Attorney (POA) for signatories authorized to sign and submit the Proposal
- e) Copies of all tender bulletins and clarifications
- f) Corporate information of the Tenderer including full and complete company particulars and Organizational Structure
- g) Completed Company Credentials; Experience, CVs, Methodology and Work Plan and Mobilization Strategy and Commitments as per Appendix 3.

6.1.2 Cover letter on letterhead without prices, providing full particulars of the following:

- a) The full name and address (corporate particulars) of the Tenderer
- b) The full name and business address of the owner or the Chief Executive Officer of the Tenderer
- c) Completed Financial Information (refer to Appendix 3) with copies of the Tenderer's financial information and insurance for each of the last three (3) Years.
- d) Any other information that the Tenderer considers relevant, (without prices).
- e) Tender bond placed in an envelope and marked as "Security Consultancy Services for Metro Phase 1 of the Makkah Public Transport Program (MPTP)", (see Appendix 3).

6.1.3 Communications, reports, notes, or any other documents to be issued by the Tenderer as part of this assignment must be in English with translation in Arabic if requested by The Client for specific documents to be presented to Third Parties (mainly non-technical). Access of some key personnel to Makkah will be a plus.





The Technical Proposal shall also provide the following information using the Standard Forms provided in Appendix 3 if applicable:

- a) A description of the Methodology and Work Plan for performing the Security Consultancy Services.
- b) The list of the proposed staff (professional and support staff) by specialty, tasks to be assigned to each staff member, and program assignment durations in bar chart format.
- c) CVs recently signed by the proposed professional staff and the authorized representative submitting the Proposal.
- d) Understanding of MPTP (program goals, mission and stakeholders and scope vis-à-vis other MPTP consultants).
- e) Delivery Strategy and Approach including processes and procedures.
- f) Current Commitments and Tender Participations.
- g) Commitment of Key Personnel and Corporate and Regional Officers to MPTP.
- h) Verifiable and Relevant Past Experience.



7 CONTENT OF THE FINANCIAL PROPOSAL

7.1 Content

The Financial Proposal shall comprise the following, with all pages stamped and signed:

- a) Form of Proposal (refer to Appendix 3) with copies of Power Of Attorney (POA) for signatories authorized to sign and submit the Proposal
- b) Fully completed and priced Schedule of Rates and Payment Schedule (refer to Appendix 4).

7.2 Currency

All fees proposed should be denominated in local currency - Saudi Arabia Riyals (SAR).

7.3 Taxes

The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of Saudi Arabia).

The Consultant is liable and responsible for payment of all taxes (including social security), duties, fees, levies, and other charges imposed under Saudi law or any foreign laws. The rates and amounts in the Financial Proposal shall include all such payments.

The Client may deduct a maximum of 5% of each invoice value and / or scheduled payments and transfer to the "Zakat and Income Authority in the Ministry of Finance", if the Consultant does not legally operate in Saudi Arabia. All other applicable rules and regulations set by the "Zakat and Income Authority" shall be respected.

7.4 Insurance Requirements

7.4.1 General

- a) The Consultant agrees to maintain in full force and effect, at its own expense, such customary and commercially available types and amounts of insurance to protect itself and the Client from risks, losses, damages, claims, expenses, suits or actions arising out of or relating to the Agreement between the Client and the





Consultant. Insurance coverage shall be obtained through insurance carriers and on the forms satisfactory to the Client. All insurance should be in accordance with local laws and customs as required. The Consultant will indemnify and hold harmless the Client from failing to meet any such obligations. For the purposes of this Sub-Clause, the Consultant shall include the Client, its representatives, the Client's agents as well as successors and assignees. However, this inclusion shall not limit the Client's rights to make any claim under the said policies and shall not limit in respect of any third party claims brought against the Client.

- b) Coverage shall be maintained insuring the Consultant and the Client against liabilities, direct or indirect, whether or not asserted by or on behalf of the Consultant's employees, its sub-consultants, agents or any other third parties, and shall satisfy the minimum limits of liability specified herein below. The cover provided under these policies shall apply to the insured parties named above as if a separate policy had been issued to each party. The insurer's total liability in respect of the insured parties shall not however exceed any one accident or series of accidents arising out of one event the limit of indemnity stated herein.
- c) All insurance policies maintained by or required of the Consultant or its Sub-Consultants shall include a waiver of subrogation in favor of the Client, its officers, directors, employees, their related entities, and any other consultants operating within the Project.
- d) All insurance maintained by the Consultant shall be primary to and not contributory with any, which may otherwise be maintained by or available to the Client and the Consultant. Nothing in this Sub-Clause shall be construed to affect or limit in any way any rights or obligations of either party under any other provision in this Agreement.
- e) The Consultant shall provide a certificate of insurance as evidence of all insurance policies satisfying the terms and minimum limits specified herein and below. The Consultant shall cause its insurer to provide forty five (45) days prior written notice to the Client of cancellation of, or any material change in, coverage and the policy shall provide for such notice.
- f) The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy, subject to the approval of the Client.





- g) Neither the Client nor other consultants is maintaining any insurance on behalf of the Consultant covering against loss or damage to the work or to any other property of the Consultant unless otherwise specifically stated herein and as may be described by the appendix hereto.
- h) None of the requirements contained herein as to type, limits, and approval of insurance coverage to be maintained by the Consultant are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.
- i) The Consultant shall be responsible for the full amount of the retained liability of the insured in respect of each and every loss in accordance with the insurance policy(s) affected in accordance with the requirements above.
- j) The insurer shall be registered in Saudi Arabia and shall be licensed to operate in the Kingdom of Saudi Arabia in accordance with Saudi Arabian Law.
- k) If at any time during the life of Agreement or any extension, the Consultant fails to maintain the required insurance in full force and effect, the Client reserves the right to purchase insurance or reinsure for the required coverage's at the Consultant's full expense.
- l) The Consultant shall include the Client and the Client's other consultants, their sub-consultants, their officers and employees, each as additional insured. All deductibles shall be to the Consultant's account.

7.4.2 Minimum Insurance Requirements

- a) The Consultant shall, at its sole expense, maintain in effect at all times during the performance of its obligations hereunder-insurance coverage as described in the Agreement. Where no minimum statutory limits are required, the following minimum limits will apply.
- b) It is noted and agreed that if the insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then (save as described in this Multiple Insured's Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the insurers to all of the insured parties collectively shall not exceed the sums insured and





limits of indemnity including any inner limits set by memorandum or endorsement stated in the policy.

- c) It is understood and agreed that any payment or payments by insurers to any one or more such insured parties shall reduce to the extent of that payment insurers' liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.
- d) It is further understood and agreed that the insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- e) It is further understood and agreed that insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this policy each referred to in this clause as a Vitiating Act.
- f) It is however agreed that (save as described in this Multiple insured Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and has not committed a Vitiating Act.
- g) Insurers hereby agree to waive all rights of subrogation that they may have or acquire against any insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act in which circumstances insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.

| Type | Minimum Amount | Name(s) of Insured | Period |
|--|---|--------------------|--|
| D.1) Professional Indemnity (to cover risk of negligence or misconduct in performance of the Services) | SAR 7.5 Million (USD 2 Million) in aggregate for the duration of the contract, plus 10 years extended reporting period. | The Consultant | Shall be maintained in full amount during the performance of Services and for ten (10) years following the end of the defects notification period of the Project |

Table 4 - Insurance Type and Minimum Amount





PART 2: CONDITIONS OF CONTRACT





1. CONDITIONS OF CONTRACT

1.1 General Conditions

The Conditions of Contract under which the successful Applicant will deliver the Services are FIDIC "Client/Consultant Model Services Agreement Fourth Edition 2006 ("White Book"), together with the Particular Conditions set out hereunder. The White Book is included in the RFP by reference only.

1.2 Particular Conditions

Clause references in this section refer to General Conditions

1.2.1 Clause 1.1 Definitions

Delete Sub Clause 1.1.2 and replace with:

Project is:

Makkah Public Transportation Program ("MPTP") Metro Phase 1.

1.2.2 Delete Sub Clause 1.1.11 and replace with:

Time for Completion:

The time for Completion of the Services shall be as agreed and specified in these Particular Conditions of Contract based on Key Milestones and Time Schedule for Services in Appendix 3.

1.2.3 Add Sub Clause 1.1.16:

"**Authority**" means any government, semi-government or other body (including national and supra-national bodies), authority or person, statutory or otherwise within the Country (including but not limited to the Central Planning Office of the Ministry of Municipality and Rural Affairs) or any court or tribunal, which has jurisdiction over the Project, the Services, any further or other work or services (additional to the Services) performed pursuant to or in connection with this Agreement or the performance by the Consultant of their obligations under this Agreement, or whose utility services will be either temporarily or permanently modified, interrupted or diverted as a result of any works carried out in reliance upon or in connection with the Services.





1.2.4 Add Sub Clause 1.1.17:

"Claim" means any claim howsoever arising for an increase in the Fee or for any payment of money (including damages):

- a) Under, arising out of, or in any way in connection with this Agreement, including any direction or instruction of the Client,
- b) Arising out of, or in any way in connection with, the Services or the performance of the Services; or
- c) Arising otherwise at law including-
 - (i) by decree;
 - (ii) in tort for negligence or otherwise, including misrepresentations and unjust act;
 - (iii) Pursuant to the Civil Law or out of any including partial or total re-enactment thereof; or
 - (iv) For restitution or compensation under any law or legal principle.

1.2.5 Add Sub Clause 1.1.18:

1.2.5.1

"Confidential Information" means all information (including but not limited to the Program Information, all oral and visual information and all information recorded in writing or electronically, or in any other medium or by any other method) disclosed to or obtained by the Consultant while they perform the Services and, without prejudice to the generality of the foregoing definition, shall include but not be limited to:

- a) any information ascertainable by the inspection or analysis of any Deliverables, the Program Information or the Services;
- b) any information relating to the Client's operations, processes, plans, intentions, product information, know-how, designs, trade secrets, software, market opportunities, business affairs whether before or after the Commencement Date; and
- c) any information relating to the Client's technical data, advertiser's lists, marketing plans, financial documents or data.

1.2.5.2

During the term of this Agreement and for ten (10) years after the completion, expiry or termination thereof for any reason whatsoever, the Consultant shall:

- a) keep Confidential Information in confidence and discloses the same only to the





extent necessary for the performance of the Services;

- b) Not disclose the Confidential Information to any third person without prior written consent of the Client; and
- c) Not use the Confidential Information for any purpose other than for the performance of their obligations under this Agreement.

1.2.5.3 The obligations contained in this Sub-Clause shall not apply to any Confidential Information which:

- a) at the Effective Date, or at any subsequent date, comes into the public domain by any means other than through a breach of this Agreement;
- b) is lawfully and independently obtained from a third party whose disclosure violates no duty of confidentiality; or
- c) is required to be disclosed by the Laws or by an Authority or by acts of court or other tribunal of competent jurisdiction or by any other official decree or similar act provided that the Consultant may disclose only such information as is legally required, and provided further that the Consultant shall provide reasonable advance notice to the Client of such requirement. If advance notice is not possible, the Consultant shall give such notice as soon as practicable after such disclosure and in the interim use all reasonable efforts to avoid such disclosure.

1.2.5.4 During the term of this Agreement the Consultant may, provided that the recipients shall be bound by the same confidentiality limitations as expressed in this Sub- Clause 1.1.19, disclose Confidential Information to their:

- a) professional advisers and representatives;
- b) employees; or
- c) Sub-Consultants, to the extent necessary for the performance of their obligations hereunder (collectively the "Recipients"). Any other disclosure during the term of this confidentiality commitment shall be considered a breach of this Agreement.

1.2.5.5 The Consultant, prior to disclosing any Confidential Information hereunder, shall procure that each Recipient is made aware of and complies with all the obligations of confidentiality under this Agreement as if the Recipient himself were a party to this





Agreement.

1.2.6 Add Sub Clause 1.1.21:

"**Documentary Records**" means the documents defined herein that the Consultant shall make and keep (and shall ensure each Sub-Consultant makes and keeps) as accurate records of the Services they have performed, whether in writing or stored on any other medium whatsoever. The records referred to in this Sub-Clause 1.1.21 is hereinafter referred to as the "Documentary Records". The Documentary Records shall include but are not limited to the following:

- a) all documents referred to in this Agreement (including but not limited to the Project Information and the Agreement Documents themselves);
- b) all Deliverables;
- c) records as to progress of the Services including diary records of daily tasks, photographic records, quality system documents and any other records that the Consultant keeps;
- d) any feedback that the Consultant has obtained from any person during or as part of the iterative design process undertaken in the course of carrying out the Services;
- e) Quality assurance records and reports;
- f) all records relating to the Fee and other costs that the Consultant has incurred; and
- g) all contractors' reports obtained by the Consultant in relation to the Project.

Electronic versions of all Documentary Records shall be kept in a format compatible with the Client's software.

The Client and its nominated representative shall at any time have the right to inspect and to copy the whole or part of any Documentary Records. Notwithstanding anything to the contrary contained in this Agreement, the Client may defer the payment of any Fees until after such inspection. If any such Documentary Records are stored on a medium other than in writing, the Consultant shall make available immediately upon request such facilities as may be necessary to enable a legible reproduction of any Documentary Records to be produced to the Client and its nominated representative. Where the information contained in the Documentary Records is in electronic format, the Consultant shall provide at no cost to the Client a non-exclusive license to use the software necessary to view, print and, where relevant, analyses, the information. The





Consultant shall not be entitled to refuse inspection of any Documentary Records.

The Consultant shall co-operate with the Client and its nominated representative when inspecting the Documentary Records. Co-operation shall include an explanation of all filing and costing systems, the provision of any Consultant's personnel that the Client requires to enable it to carry out the inspection, and the extraction of requested categories of Documentary Records from files upon request. The Consultant shall have no Entitlement nor shall it make a Claim in respect of complying with this Sub-Clause 1.1.21.

The Consultant shall not destroy the Documentary Records without the prior written Approval of the Client and shall, if so required by the Client and its nominated representative, hand over such of the Documentary Records as the Client requests to inspect prior to destroying.

1.2.7 Add Sub Clause 1.1.24:

“Interfacing Party” can be defined as:

- a) Statutory Authorities
- b) Client's contractors and other consultants
- c) Stakeholders

1.2.8 Sub-Clause 1.2 Interpretation

At the end of Sub-Clause 1.2, add:

A reference to SAR is to Saudi Arabian Riyal.

1.2.9 Sub-Clause 1.3 Communications

At the end of Sub-Clause 1.3.1, add:

The language for communications shall be English
Electronic transmission of approvals, instructions, certificates, consents, determinations, notices and requests shall be permitted as advance transmissions of such communications, but shall not be a substitution for the requirement that all such communications shall be in writing and delivered by hand (against receipt), or sent by mail





or courier. All electronic and written communications must include the official title of the Contract, the official name, title, address and signature of the sender and the official names, titles, and addresses of the intended recipients. Electronic transmission of scanned copies of the originals of such communications will be accepted as advance copies. However, the date of receipt of any communication shall be the receipted date of the written communication in every case. E-mail messages shall not be accepted as written communications.

1.2.10 Sub-Clause 1.4 Law and Language

At the end of Sub-Clause 1.4.1, add:

For this Contract, Governing Law shall be the Law of the Kingdom of Saudi Arabia which shall apply.

The Consultant is deemed to have kept himself and Consultant's personnel fully informed at all times of all Kingdom of Saudi Arabia Government laws, all local ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which, in any way, affect those engaged or employed on the Permanent Works, Operation Services or the procurement of Goods or the conduct of those Works.

All communications in connection with the Contract shall be in the English language except for the Services Agreement which shall be in Arabic. The Client at their discretion may issue the Letter of Acceptance and the Notice of the Commencement Date in Arabic. At the Client's request certain communication shall be issued in Arabic Language.

In the event of ambiguity or conflict between the languages, the Arabic version shall prevail.

1.2.11 Sub-Clause 1.6 Assignment and Sub-Contracts

Add Sub-Clause 1.6.4:

The Consultant shall be fully responsible for the work, actions, errors, discrepancies and any negligence by or on the part of their sub consultants, agents, workers or laborers.





1.2.12 Sub-Clause 1.7 Copyright

Delete Sub Clause 1.7.1 and replace with the following:

Ownership of Plans, Drawings, Software and other Documents or Deliverable prepared by the Consultant for the purpose of carrying out the Services will, on completion of the Services, become the personal property of the Client, including any copyright therein. The Consultant shall not be allowed to use such Documentation except for carrying out of the agreed Services. Furthermore, all information, data, drawings, and other documents provided by the Client to the Consultant during the provision of Services, remain the personal property of the Client, and the Consultant shall not be allowed to use them except in and for the carrying out of the Services. The Consultant shall, at all times, maintain full confidentiality of the Documentation and the information, data, drawings, and other documents related to the provision of Services.





1.2.13 Sub-Clause 1.8 Notices

Delete Sub Clause 1.8.1 and replace with, Amended Sub Clause 1.3.1:

At the end, Add:

Client's address:

**MAKKAH MASS RAIL TRANSIT COMPANY
(MMRTC)**

BatHa'a Quraish -Al-Qadi Road

P. O. Box 50449

Makkah Al-Mukarramah 21955

Kingdom of Saudi Arabia.

Attention:

Attention: Ali AlQarni, Esq.

Administrative and Legal Affairs Supervisor

Makkah Mass Rail Transit Company

E-mail: Metrosecurity@makkahtransit.org

Phone: +966 12 567 4884

Fax: +966 12 5673987

Location Map : <https://goo.gl/maps/QADwA>

**Consultant's
address:**

[to be inserted prior to execution of the
Agreement]

Email: : [to be inserted prior to execution of the Agreement] Telephone number : [to
be inserted prior to execution of the Agreement] Facsimile number : [to be inserted
prior to execution of the Agreement]

1.2.14 Sub-Clause 1.9 Publication

Delete Sub-Clause 1.9.1 and replace with:

Confidentiality is important to the Client. Any usage of any Document, Deliverable or any information other than for the provision of Services shall require the approval and authorization of the Client. Failure to maintain such confidentiality will be considered to be a breach of these requirements and the Confidentiality Undertaking as per Sample Form in Appendix 3. Failure of the Consultant to include these requirements in any





subcontract shall not relieve the Consultant from their obligations.

Neither the Consultant nor any of their personnel or sub consultant are allowed or permitted to make, take any photographs of the Makkah Public Transport Program or publish any associated material or information for the purposes of promotion or an advertisement without getting a prior written approval from of the Client.

1.2.15 Sub-Clause 2.3 Assistance

Add Sub-Clause 2.3.2:

The Client will use reasonable endeavors to support the Consultant in accordance with the applicable laws, decrees, rules, regulations and, instructions, and rules to acquire for the purposes of acquiring:

- a) Visas, work permits and Iqamas for the Consultant's employees and their families in accordance to the regulations, rules, instructions and laws applicable within the Kingdom of Saudi Arabia.
- b) Customs releases in connection with the importation into the Kingdom of Saudi Arabia of all the necessary equipment, materials, tools, goods and products necessarily required for the Consultant to deliver the Services or works or for the to use of their employees, provided that the Consultant shall be liable to pay all the fees, due thereon.

1.2.16 Sub-Clause 2.4 Client's Financial Arrangement

Delete Sub Clause 2.4 and 2.8

1.2.17 Delete Sub Clause 3.3.1 and replace with:

While the Consultant has a duty of "reasonable skill, care and diligence in the performance of their obligations under the Agreement", certain obligations are absolute, including but not limited to the provision and maintenance of agreed Insurances; obligation to notify the Client of any dispute for change in agreed scope.

1.2.18 Add Sub Clause 3.3.3: Performance Security

The Consultant shall obtain at their cost the Performance Security for proper performance of the Contract, in the amounts of 5% in SAR with a deposit from a Saudi bank, of the agreed cost of Normal Services. The Consultant shall deliver the Performance Security to the Client within 10 days after receiving the Letter of





Acceptance/Letter of Award.

The Consultant shall ensure that the Performance Security is valid and enforceable until the issue of the Final Payment to the Consultant at the end of the period of Normal Services, unless extended by mutual consent.

If the terms of the Performance Security specify its expiry date, and the Consultant has not become entitled to receive their Final payment by the date 28 days prior to the expiry date, the Consultant shall extend the validity of the Performance Security until the Normal Services have been completed.

Failure by the Consultant to maintain the validity of the Performance Security shall be grounds for termination in accordance with Sub-Clause 4.6 [Abandonment Suspension or Termination].

The Client shall not make a claim under the Performance Security unless in the event of:

- a) failure by the Consultant to extend the validity of the Performance Security as described in the preceding paragraph, in which event the Client may claim the full or, in case of an earlier reduction, the reduced amount of the Performance Security;
- b) failure by the Consultant to pay the Client an amount due, as either agreed by the Consultant or determined under Clause 8 [Disputes], within 42 days after this agreement or determination;
- c) failure by the Consultant to remedy a default within 42 days after receiving the Client's Notice requiring the default to be remedied; or

The Consultant shall indemnify and hold the Client harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security which the Client was not entitled to make.

The Client shall return the Performance Security to the Consultant within 42 days after making the Final Payment for the completion of Normal Services.

1.2.19 Sub-Clause 3.5 Supply of Personnel

1.2.19.1 Add Sub-Clause 3.5.2:

The personnel who are proposed by the Consultant and accepted by the Client under Clause 3.7.1 shall work exclusively on the provision of these agreed Services, (or will be deployed for that agreed proportion of their time).





1.2.19.2 Add Sub Clause 3.5.3:

The Consultant shall replace members of their staff at the written request of the Client. The Client shall give written request for such replacement stating the reason(s) for the replacement. Following their receipt of the written request, the Consultant will be allowed thirty (30) days to make such replacement. Failure by the Consultant to provide a suitable replacement within said 42 days shall entitle the Client to impose upon the Consultant a fine of 10,000 SAR per day for every day beyond 42 days that the replacement is not made. Such fine is in respect of each un-replaced person and is in addition to any delay damages stated in the Contract.

1.2.19.3 Add Sub Clause 3.5.4: Foreign Staff and Labour

Subject to any restrictions under the law of the Kingdom of Saudi Arabia, the Consultant may import any personnel who are necessary for the execution of the Services. The Consultant shall ensure that these personnel are provided with the required residence visas and work permits pursuant to the law of the Kingdom of Saudi Arabia. The Client will provide reasonable assistance in obtaining such visas and permits, but without thereby incurring any liability whatsoever towards the Consultant.

The Consultant shall be responsible for the return of imported Consultant Personnel to the place where they were recruited or to their domicile.

1.2.19.4 Add Sub-Clause 3.5.5: Identification of Staff and Labour

The Consultant shall provide to each of the Consultant's Personnel on Site:

- (a) identification badges incorporating the name and photograph of the person and the name of the direct employer (Consultant, Sub-consultant, etc.)
- (b) appropriate safety equipment bearing the name of the direct employer (Consultant, Sub-consultant, etc.).

1.2.19.5 Add Sub-Clause 3.5.6: Alcoholic Liquor or Drugs

Import and use of drugs and alcohol are prohibited in Saudi Arabia. The Consultant shall not import, use, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or allow importation, sale, gift, barter or disposal by Consultant's Personnel.

1.2.19.6 Add Sub-Clause 3.5.7: Arms and Ammunition

The Consultant shall adhere to law of the Kingdom of Saudi Arabia and regulations relating to arms and ammunition. The Consultant shall not give, barter or otherwise





dispose of, to any person, any arms or ammunition of any kind, or allow Consultant Personnel to do so without the written approval of the relevant Ministry and / or other agency of the Government of Saudi Arabia (which shall include any duly authorized organization acting for or on behalf of the Government of Saudi Arabia).

1.2.19.7 Add Sub-Clause 3.5.8: Festivals and Religious Customs

The Consultant shall adhere to the Law of the Kingdom of Saudi Arabia and regulations relating to festivals and religious customs.

The Consultant shall recognize and respect the Country's recognized festivals, days of rest and religious or other customs.

1.2.19.8 Add Sub-Clause 3.5.9: Burial of the Dead

The Consultant shall make all necessary arrangement for the transport, to any place as required for burial, of any of their expatriate employees or members of their families who may die in the Kingdom of Saudi Arabia. The Consultant shall also be responsible for making arrangements with regard to burial of any of their local employees who may die while engaged upon the Services

1.2.20 Sub-Clause 3.7 Changes in Personnel

Delete Sub Clause 3.7.2 and replace with the following:

The cost of such replacement shall be wholly borne by the Consultant.

1.2.21 Add Clause 3.8: Compliance with Regulations and Decrees:

- a) The Consultant shall comply with all applicable laws and the regulations of governmental procurements and projects that are issued in accordance with to the Royal Decree number (58/M) on 4/9/1427H (27/9/2006), together and with all regulations, instructions, decisions, principles, and applicable rules. The Consultant shall include an equivalent provision in all of their subcontracts and assignments.
- b) The Consultant commits to giving priority to the procurement of national and domestic (in-country) equipment, materials, tools, goods and products.

1.2.22 Add Clause 3.9: Regulations and Rules for Imports:

The Consultant acknowledges that they are aware of all import and export customs regulations and terms applicable in the Kingdom of Saudi Arabia in respect of the importation of any item, including all regulations relating to the embargo on importing





certain items and products. There are also restrictions on certain exports out of the Kingdom of Saudi Arabia.

1.2.23 Add Clause 3.10: Licenses, registration documents and permissions:

The Consultant shall, bear sole responsibility to commit during the period of implementing this contract to for the procuring or the issuance of all licenses, and necessary registration documents necessary for carrying out of the Services and to implement services, all at their own cost, and shall ensure that such licenses and registration documents remain valid for as long as they are required during the contract period. Such documents includes but not limited to, commercial registration, license to practice the Consultant's vocation, documents, and all other licenses and permissions. The Consultant shall submit to the Client copies of such documents, licenses and permissions, and documents as verified evidences proofing that the same had been issued, renewed or extended (as the case may be them).

1.2.25 Sub-Clause 4.4: Delays

Delete Sub Clause 4.4.1(a) and replace with the following:

The Consultant shall promptly inform the Client of any circumstances that can or may cause delay to the Service and the probable effects, and no later than fourteen (14) days from the time when the Consultant becomes aware of such circumstances.

1.2.26 Sub-Clause 4.6: Abandonment, Suspension or Termination

1.2.26.1 At the end of Sub Clause 4.6.1, add:

The Client shall pay to the Consultant any remaining fees due to him under the Agreement in proportional to the Services completed up to the date of the specified termination date. The Consultant shall be reimbursed for the actual expenses properly incurred, subject to providing documentary evidence that such expenses had been incurred.

1.2.26.2 Delete Clause 4.6.3(a)

1.2.26.3 Add Clause 4.6.4: Withdrawal of Services from the Consultant

- a) Without violating other related Regulations, the Government of the Kingdom of Saudi Arabia and any other bodies and / or persons authorized by it (hereinafter referred to collectively as "the Client or any other Government entity" shall have the right to withdraw Services from the Consultant and to





occupy the place where the Services are carried out and / or the site to which the Services relates to, and retains the right to claim from the Consultant damages resulting from or caused due to the following:

- (i) If it is demonstrated and proven that the Consultant by himself or by any other means through any other person either directly or indirectly paid a bribe to anyone to win the tender for the Services.
- (ii) If the Consultant delays the starting of the Services work; or fails in performance of the Services or does not carry out the Services with expedition or;; or, completely suspends the Services in whole or in part, and if the Consultant does not remedy this delay or failure as aforesaid and not correct the situation within fifteen (15) days of receiving a notice from the Client
- (iii) If the Consultant withdraws from the Services work or relinquishes or abandons the Services or any part thereof services or sub-contracted services without the prior permission from the Client or any others authorized by it.
- (iv) If the Consultant becomes bankrupt, or it is announced that they are bankrupt or; they demonstrates an inability or shows they are unable to repay their debts or; is in legal custody; or has been legally liquidated or dissolved (in the case of the Consultant being a Company or member of a Company).

1.2.26.4 Add Sub Clause 4.6.5: Rights of the Consultant if the Client does not meet their obligations

If the Client has violated any of the obligations and terms contained provided here in this contract, the Consultant shall have no right whatsoever to stop or otherwise hinder the implementation of the Agreement or the carrying out of the Services or any part thereof contract, but the Consultant shall be entitled to claim compensation in respect of any direct loss and expense or damages they incurred as a result of such violation.

1.2.27 Sub-Clause 5.1: Payment to the Consultant

All references to Appendix 3 shall be changed to read Appendix 4

1.2.28 Sub-Clause 5.2: Time for Payment

1.2.28.1 Delete Sub Clause 5.2.1 and replace with:

The Consultant's due amounts shall be paid in accordance with the Deliverables as





shown in the Schedule of Deliverables and Payment. Client's approval of the Deliverables submitted by the Consultant is necessary before payment release to the Consultant.

Time for payment shall be forty-five (45) days from the recorded date of receipt by the Client of an original agreed invoice in the form and with substantiation satisfactory to the Client.

1.2.28.2 Delete Sub Clause 5.2.2

1.2.29 Delete Sub Clause 5.4.1

1.2.30 Add Sub-Clause 5.7: Performance Security

The Performance Security shall be an on-demand, unconditional and irrevocable issued by (a) a bank located in the Kingdom of Saudi Arabia, or (b) directly by a foreign bank in any other country acceptable to the Client. The bank issuing the Performance Security shall have a credit rating equal to or better than AA. The Client shall return the Performance Security to the Consultant within 42 days after issuing the Final payment for completion of Normal Services by the Consultant.

1.2.31 Add Clause 5.8: Final Settlement

The final amount due to the Consultant, which shall not be less than five percent (5%) of the total Agreement Price or contract value shall be paid after the Consultant has carried out all of their the obligations and after they provide a certificate issued by the Department of Zakat and Income stating that they have paid all their all taxes and Zakat shares, along with a certificate issued by GOSI stating that they have met all of their obligations.

1.2.32 Add Clause 5.9: Compensation of Consultant after Expiration of Agreement Duration:

If the supervision period of the Agreement was extended due to reasons beyond the Consultant's control, then the Consultant shall continue providing the Services and supervision with the same rates and or prices as contained in the Agreement without any increase thereof, provided that the increase or extension is not more than ten percent (10%) of the period of the Agreement.





1.2.33 Delete Sub Clause 6.3.1 and replace with:

Limit of Compensation shall be 100% of the Contract Price.

1.2.34 Delete 6.4.1 Indemnity

1.2.35 Clause 7 Insurance

1.2.35.1 Add Sub Clause 7.0 Insurance General Requirements

The Consultant shall be the Insuring Party and shall additionally be responsible of the following:

- a) all policies shall include the Client as jointly insured, and cover shall apply separately to each insured though a separate policies had been issued for each;
- b) all policies shall contain a clause indemnifying the Client, its officers, directors, employees, agents and appointed representatives, as though they are the Insured and a waiver by the Consultant's insurers of any and all rights of subrogation they might otherwise be able to exercise, against the Client, its officers, directors, employees, agents and appointed representatives;
- c) All polices shall be procured from an insurer that is based and registered in the Kingdom.

The Consultant shall indemnify the Client against any amount which would otherwise be claimable by the Client or the Consultant under any of the insurances polices required to be effected under the Contract but which the Client or the Consultant is unable to claim by virtue of the amount concerned falling within any deductible applicable to the relevant insurance cover.

1.2.35.2 Sub-Clause 7.1.1

Replace the first sentence with: "At the request of the Client the Consultant shall ensure that, at a minimum, the following insurance cover is in place":

1.2.35.3 Add Sub Clause 7.1.1(f)

Other insurances required by Law or local practice such as, but not limited to, Employee's insurance.

1.2.35.4 Sub Clause 7.2.1

Replace the first sentence with: "At the written request of the Client the Consultant shall ensure that cover is put in place and maintained for the duration of provision of Services:





1.2.35.5 At the end of Sub Clause 7.2.3, Add:

Providing such increase in costs relate directly to the additional cover or provisions relating to the Services and not incurred costs due to Consultant's claims on this or other insurance policies".

1.2.35.6 Add Sub Clause 7.2.4

The following particular requirements shall apply to all insurance policies reflected above:

- a) In addition to the sites, the cover which is outlined in, (but not necessarily limited to), Section 7.4 - Insurance Requirements of the Financial Proposal above; shall include for loss or damage occurring anywhere in the Kingdom including while in transit to the site of locally procured goods and materials.
- b) The insurance policies shall also provide cover for the interests of the Consultant and the Client, including their officers, directors, employees and related entities, and Contractors and sub-contractors of every tier whether named or not and for their site activities consultants and suppliers.
- c) Provide that policies are not to expire, be cancelled, lapsed, suspended or changed in any material respect for any reason (including failure to renew the policy or to pay the premium or any other amount) without prior written notice of at least thirty (30) days to the Client and their agreement obtained (or such lesser period as may be specified from time to time by the insurers with respect to cancellation, suspension or termination in the event of war and kindred perils prior to the effective date of termination, cancellation or suspension);
- d) Provide that the protection which is granted to any insured party under the policies is not to be invalidated by any act or failure to act on the part of any other insured including any failure by any such other insured party, to disclose any material fact, circumstance or occurrence, any misrepresentation by any such insured party, any breach or non-fulfillment by any such insured of any condition, warranty or provision implied or contained in the insurance policy;
- e) Provided that the insurers agree to waive any subrogation howsoever arising which they may have or acquire against any of the Consultant and the Client arising out of any occurrence in respect of which any claim is admitted under the policy save with regard to any party who may have invalidated its right in the insurance by fraudulent act or failure to disclose any material fact, circumstance or occurrence, any misrepresentation by any such insured party, or any breach or non-fulfillment by such insured party of any condition, warranty or provision implied or contained in the policy;





- f) Contain a provision confirming that the relevant policy is primary and without right of contribution and the liability of the insurers is not affected by any other insurance of which the Consultant, the Client may have the benefit so as to reduce the amount payable to any insured party under such policy except where customary (including a 50/50 clause) or as otherwise agreed between the Parties;

1.2.36 Sub-Clause 8.1: Amicable Dispute Resolution

Delete Clause 8.1.1 and replace with the following:

If a notice of dispute has been given, both Parties shall attempt to settle the dispute amicably before referring the dispute to the Board of Grievances pursuant to this Clause. However, unless the Parties agree otherwise, referral to the Board of Grievances may be made on or after the fifty-sixth (56th) day after the day on which the notice of dispute was given, even if no attempt at amicable settlement has been made.

An amicable settlement of any notified dispute shall be recorded in a written settlement agreement signed, as agreed, by both Parties. Such settlement agreement shall be binding upon the Parties and shall be deemed as forming a part of the Contract.

1.2.37 Clause 8.2: Mediation: Delete

1.2.38 Clause 8.3: Arbitration: Delete

1.2.39 Add Sub-Clause 8.4: Notification of Dispute

If a dispute of any kind whatsoever arises between the Parties in connection with, or arising out of, the Contract or provision of the Services, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Client's representative, either Party may give written notification of the dispute to the other Party. Such notification shall state that it is given under this Sub-Clause.

1.2.40 Add Sub-Clause 8.5: Board of Grievances

Unless settled amicably, any dispute for which notification was given pursuant to Sub-Clause 8.4 shall be finally settled by the Board of Grievances of the Kingdom of Saudi Arabia, in accordance with its Procedural Rules given force by way of Council of Ministers Resolution No. 190, 16 Dhu al-Qa'dah 1409 (19 June 1989) or such more recent resolution and/or amendment and / or re-enactment as may be in force at the time.

The Procedural Rules are available from the Kingdom of Saudi Arabia Government





agencies and are available online at the following link:

www.saudiembassy.net/about/country-information/laws/Board_of_grievances_law.aspx





PART 3: APPENDICES





Part 3 – Appendices

- Appendix 1 Scope of Services**

- Appendix 2 Service Agreement**

- Appendix 3 Standard Forms for Bid and Technical Proposal**

- Appendix 4 Form of Financial Proposal Schedule of Rates and Payment Schedule**





APPENDIX 1: SCOPE OF SERVICES





1. Introduction

1.1 Purpose

- a) This document describes the Scope of Services (SoS) for the consultant that will be appointed as the Security Consultant for the Makkah Public Transport Program (MPTP).
- b) The Security Consultant Contract shall be based on FIDIC White Book – Client / Consultant Model Services Agreement.

1.2 Security Consultant Role Overview

- a) The tenderer is tasked with the establishment of the MPTP as a safe, secure and reliable form of transport for the inhabitants of Makkah.
- b) In accordance with international best practice, the Security Consultant will be appointed by the Client to provide it with independent advice and professional opinion as to whether the Project Organization is demonstrating that it can meet its security objectives in a complete and correct manner and to the satisfaction of all security regulations.
- c) The Security Consultant is required to independently satisfy itself that an auditable collection of evidence has been produced by the Project Organization that has been reviewed, observed, inspected, examined and audited by the third party so that this third party can inform the Client separately and independently that the security arguments provided by the Project Organization are valid.
- d) The Security Consultant is required to ensure that all security hazards identified during each project stage have been independently checked and effectively eliminated or minimized by a set of safety requirements that have been verified and validated so that the safety risks can be deemed mitigated.
- e) The Security Consultant is required to complement the project organization in order to give an independent review of potential system hazards in addition to those generated in hazard logs produced by the project organization in the interests of ensuring the highest level of safety risk mitigation is achieved.
- f) The Scope of Services for the Security Consultant is for the full MPTP network.

1.3 Security Consultant Qualifications

- a) The Consultant should be able to demonstrate a successful track record in similar Security Consultant roles to this role in terms of size of project and complexity of





interfaces. A previous successful involvement in a Middle East rail project will be favourably regarded but is not essential.

- b) All members of the Security Consultant's Team shall be technically qualified at tertiary education level in an appropriate engineering discipline or scientific subject, or equivalent.
- c) All members of the Security Consultant Team shall professionally qualified.

1.4 Location and Attendance in Makkah

- The Security Consultant is to propose its presence in Makkah for its Security Consultant Team to provide a Security Consultant service which is fit for purpose,
- The Security Consultant shall preferably have a nominated representative who shall be contactable during business hours for the duration of the contract to provide responses to Client queries or to solicit responses from a suitably qualified Security Consultant team member and to forward the response to the Client expeditiously.





2. Security Consultant Scope of Services

2.1 Makkah Metro Security Scope of Services

The scope covers Surface Transport to protect Makkah Public Transport Program (MPTP) with special emphasis on the Makkah Metro system. The scope is expected to deliver Makkah Public Transport Program (MPTP) Security Principles, Design Basis Threat, and Security Design Requirements (SDR's) required to progress the design of the Makkah Metro Network. The Consultant should consider the context in which the Security Design Requirements will be implemented.

The work includes identifying requirements to mitigate a range of physical security threats during the design phase. Potential threats explored should include:

Armed Attack;

- Arson;
- Assault;
- Chemical, Biological, Radiological (CBR);
- Civil Unrest;
- Cyber Attack;
- Improvised Explosive Device (IED);
- Person Borne Improvised Explosive Device (PBIED);
- Sabotage;
- Trespass;
- Theft;
- Vandalism; and
- Vehicle Borne Improvised Explosive Device (VBIED)

These are applicable to:

- Metro Right of Way;
- Elevated Structure;
- Tunnels;
- Metro Stations;
- Depot;
- Intermodal Stations;
- Metro Vehicles;





- Information and Communication Technology (ICT);
- Other system elements
- Security elements of the Makkah Metro network including Security Lighting;
- Electronic Security Systems; and Security Specifications

The consultant is expected to conduct workshops to derive and validate the deliverables. Each workshop will require the Consultant to provide a Workshop report.

2.2 Makkah Safety, Security and Emergency Management Principles

Surface Transport Safety, Security and Emergency Management Principles provide an initial statement of the key principles to security for the Makkah Public Transport Program (MPTP).

These Security Principles will ensure that there is a common and consistent approach to operational and design security across the Metro.

While the Security Principles provide sufficient information for early design stages it does not include sufficient detail to enable detailed design and acceptance.

The principles should form the foundation for a holistic, proactive, and effective system safety, security and emergency management program. All stakeholders should take these principles into account as they plan and train for handling their surface transport safety and security role. The principles can be applied to almost any asset or resource that needs to be protected.

Deliverables: Safety, Security and Emergency Management Principles for Makkah Public Transport Program

2.3 Design Basis Threat

Prepare the Design Basis Threat (DBT) for the public transport system in Makkah. DBT is an estimate of the threats that face public transport facilities, mainly the Metro network, against which protection systems are designed and evaluated. It is derived from credible information but is not intended to be a statement about actual, prevailing threats. The DBT approach, when agreed, will offer the Makkah network security stakeholders a basis to shape the network's protective security. The DBT shall include a compendium of





undesired events that MMRTC should consider as credible. The DBT forms the core guidance for the Security Design Requirements for the contractor design, construction and operational sufficiency in terms of protection assurance.

Deliverable: Design Basis Threat Report

2.4 Station Categorization

The overall aim of the Station Categorization is to provide documentation to prioritize Makkah Metro stations within categories and their associated Operational Security Requirements (OSR). The key component of this is the Station Categorization Matrix which will define existing station categories and future stations as they come on board. This partners the Security Design Requirements (SDR) Task (2.5) which identifies physical security requirements at the design phase.

The objective of this task is to deliver the Station Categorization Matrix and the station categories necessary to:

- Provide a prioritized list of stations to inform their operational security requirements;
- Inform of the minimum operational security requirements that will be needed to support delivery of a secure metro; and
- Provide a matrix document that can be used for future stations as they come on board.

The most familiar operational security procedure is physical security search. It is this procedure that the Station Categorization Matrix will be developed to inform. The purpose of this element is to set out the security searches that should be put in place according to the station category identified.

Deliverables: Station Categorization Matrix; Station Security Searches Requirements

2.5 Security Design Requirements

The Makkah Public Transport Program (MPTP) needs to be able to specify, as far as necessary, the desired security performance levels and measures. Ultimately, the Government bears the responsibility for public security and for coordinating the response to major incidents.

The aim of the Security Design Requirements is to present a clear statement of the





necessary security requirements for the Makkah Metro system. This will be achieved by providing SDR's for the Metro, for input into design, engineering and tender documents. The intent is also to ensure that people including staff, visitors, customers, contractors and the general public shall be safeguarded from harm, injury or loss according to baseline security requirements and continuous security risk management; and ensure that physical assets, including buildings, contents and equipment, transit vehicles and network infrastructure shall be safeguarded according to baseline security requirements and continuous security risk management.

There are currently few security guidelines for Metro Systems, therefore the consultant is to provide a specialist assessment to determine what measures are required to provide leading practice security for the Makkah Metro. These measures are to be within an acceptable budget.

The Security & Safety Design Requirements will be:

- Prepare the Security strategies for approval by MMRTC.
- Specified to give sufficient freedom to the Future Operator to design their solution, whilst still achieving safety;
- Focus on design, maintenance and operational support activities to provide safe and secure availability; and
- Consist of functional and prescriptive design requirements.
- Can be validated and verified;
- Are consistent and complete;
- Are readable; and
- Are precise, with no room for ambiguity.
- Each SDR should include its source reference, this can be domestic and international standards, leading practices or workshops held with MPTP.
- Written in a SMART (Specific, Measurable, Achievable, Relevant and Testable) manner.
- Are traceable back to the Makkah security principles (Deliverable 1) to demonstrate those principles are met with respect to the design of the Metro. Each reference should clearly show a “father and child relationship”
- In a form that can be imported into the MPTP requirements management tool.





Deliverable: Security Design Requirements Report for Makkah Metro

Additional Tasks Deemed Necessary for the Project

The consultant shall propose any additional tasks that are deemed necessary which will fulfill the purpose of this project.

2.6 Period of Performance

The period of performance for the scope of work is 4 months from the Date of Commencement.

2.7 Deliverables

All deliverables shall be provided in English and Arabic to MPTP in hard copy and editable soft copy and will be subject to approval by the MPTP.

2.8 Consultant Response

The consultant is required to:

1. Demonstrate an understanding of the requirements of the project
2. Set out his approach to the project.
3. Detailed task list
4. Provide evidence including Case Studies Methodology and Work Plan of undertaking similar projects, particularly in the KSA / Middle East
5. Organization Structure
6. Mobilization Strategy and Commitments
7. Key Milestone Delivery Dates and Time Schedule.

2.9 Proposed Staff

Provide a list of core team staff and their designation and a short background, in addition to their CVs, showing that their experience is relevant to this project

2.10 Deliverables Format

The tenderer shall submit all their deliverables in A3/A4 format, one (1) hard copy and one (1) softcopy on CD.





APPENDIX 2: SERVICE AGREEMENT





The Contract Agreement
(Consultancy Services for Safety,
Security and Emergency Management for
MPTP)

With Allah's blessing, this contract was made on _____,/..... Hijri, corresponding to/....., in the City of Makkah Al-Mukarramah, by and between:

First, Development Commission of Makkah and Mashaaer (DCOMM) Represented herein by H.R.H. Prince Khalid Al Faisal (hereinafter referred to as the "Client", or "First Party"), which term includes its successors and authorized assignees.

Second,, incorporated under the laws of the, with Commercial Register No. (...), having its main-office in

Represented herein by Mr. ... as per authorization letter/POA dated [...], by which he is authorized to act on behalf of the [...], practice its rights, undertake its responsibilities, receive instructions on its behalf, and receive all accrued payments (hereinafter referred to as the "Consultant" or "Second Party");

وثيقة العقد الأساسية
عقد تقديم خدمات إستشارية
للسلامة والأمن وإدارة الطوارئ
لشبكة النقل العام بمكة المكرمة

بعون الله تعالى

تم الاتفاق بمدينة مكة المكرمة في يوم هـ الموافق م، بين كل من:

أولاً: هيئة تطوير مكة المكرمة والمشاعر المقدسة ويمثلها في هذه الاتفاقية صاحب السمو الملكي الأمير خالد الفيصل ، والمشار إليها فيما بعد بعبارة ("صاحب العمل") وتعتبر "الطرف الأول"؛ ويشمل هذا التعبير من يخلف صاحب العمل ومن يُحال إليهم العقد.

ثانياً: شركة وهي شركة مسجلة طبقاً لأنظمة الشركات في ...، وسجل تجاري رقم (...)، ومقر أعمالها الرئيس ...، ويقع في ...

ويمثلها في هذه الاتفاقية السيد/ بموجب التفويض الصادر، وقد فُوض سلطة التصرف نيابة عن الشركة، وممارسة الحقوق، وتحمل الالتزامات، وتلقي التعليمات نيابة عن الشركة في ظل هذا العقد، وتسلم الدفعات المستحقة كافة، والمشار إليها فيما بعد بعبارة ("الاستشاري"). وتعتبر "الطرف الثاني"؛ ويشمل هذا التعبير من يخلف الاستشاري ومن يُصرَّح له بإحالة العقد إليه.





which term includes its successors
and authorized assignees.

Whereas the Client is desirous of hiring the Consultant to provide Security Consultancy Services to Makkah Public Transport Project ("MPTP") Phase 1 in accordance with the description of scope defined in the Contract documents listed in Article 2.1 below, that specify the required services from the Consultant.

لَمَّا كان صاحب العمل يرغب في الحصول على الخدمات الاستشارية للأمن والسلامة للمرحلة الأولى من مشروع قطارات مكة المكرمة حسب الوصف والشروط الخاصة والعامّة وأيّ وثائق أخرى تحدد الخدمات المطلوبة من الاستشاري.

Whereas the Consultant has offered his proposal to implement and deliver these Services after having reviewed the Conditions of Contract in the ITT including all annexes attached thereto, in accordance with the General Conditions (FIDIC, White Book, 4th Edition 2006).

ولمّا كان الاستشاري قد تقدّم بعرضه للقيام بتلك الخدمات وتنفيذها وإتمامها وذلك بعد إطلاعهم على شروط العقد وجميع المستندات المرفقة به، استناداً إلى الشروط العامة (فيديك، الكتاب الأبيض، الإصدار الرابع سنة ٢٠٠٦م).

Whereas the offer submitted by the Consultant has been considered acceptable by the Client, both parties have agreed as follows:

ولمّا كان العرض المقدم من الاستشاري قد اقرن بقبول صاحب العمل، فقد اتفق الطرفان المشار إليهما أعلاه على ما يلي:

Article One: Purpose of the Contract

The purpose of this Contract is to hire the Second Party to follow-up the daily activities in a timely manner and undertake the Security Consultant's tasks pertaining to all of the Contracts of Phase 1 that have been (or will be) entered into by DCOMM in favor of MPTP, including the Metro Network.

المادة الأولى - الغرض من العقد:
إنّ الغرض من هذا العقد هو قيام الطرف الثاني بالمتابعة اليومية للأعمال أولاً بأول والقيام بمهام استشاري الأمن والسلامة لعقود المرحلة الأولى التي أبرمتها و/أو ستبرمها هيئة تطوير مكة المكرمة والمشاعر المقدسة والخاصة





مشروع النقل العام، والذي يشمل النقل بالقطارات

(المشروع

This includes the provision of services, workforce, supervision, materials and whatever resources necessary to complete the services stated in the Contract Documents, in addition to the interim, additional and complementary services and any changes which the Client asks the Consultant to make in accordance with the terms of the contract and its documents.

ويشمل ذلك تقديم الخدمات، وتوفير القوى العاملة، والإشراف، وكذلك توفير المواد وجميع ما يلزم لتنفيذ وإتمام الأعمال المبينة في وثائق العقد، بما في ذلك الخدمات المؤقتة والإضافية والتكميلية والتعديلات التي يطلب صاحب العمل من الاستشاري القيام بها وفقاً لشروط العقد ووثائقه.

Article Two: The Contract Documents

المادة الثانية – وثائق العقد:

2.1. This contract comprises the following documents:

(١-٢) يتألف هذا العقد من الوثائق التالية:

- a. The Contract Agreement.
- b. The Letter of Award.
- c. All addenda and clarifications issued by the Client
- d. The Particular Conditions.
- e. The General Conditions (Model Services Agreement, Client / Consultant, FIDIC White Book, 2006).
- f. Scope of Engineering Services.
- g. Remuneration Schedule and Pricing

- أ) وثيقة العقد الأساسية.
- ب) خطاب الترسية أو قبول العرض
- ج) جميع التوضيحات والملاحق الصادرة من قبل رب العمل
- د) الشروط الخاصة.
- هـ) الشروط العامة (اتفاقية خدمات نموذجية، صاحب العمل / الاستشاري؛ فيديك، الكتاب الأبيض، سنة ٢٠٠٦م).
- و) بيان بالخدمات الهندسية المطلوبة.
- ز) جداول الأتعاب وفتات الأسعار.





Categories.

2.2. The above-mentioned documents shall be considered an integral part of the Contract, which may not be construed without referring to all these documents.

٢-٢) تعتبر الوثائق المذكورة أعلاه جزءاً لا يتجزأ من العقد، كما لا يمكن تفسير العقد من غير الرجوع لجميع هذه الوثائق.

2.3. In the case of contradiction between the provisions of the Contract Documents, the foregoing document shall prevail over the one which follows it in the order listed in Sub-Clause 2.1 herein.

٣-٢) في حال وجود تناقض بين أحكام وثائق العقد فإن الوثيقة المتقدمة تسود على الوثيقة التي تليها في الترتيب الوارد في المادة الأولى من هذا البند.

Article Three: Term of the Contract

المادة الثالثة - مدة العقد:

3.1. The Consultant commits to execute and complete the Works and Services stated in this Contract and Appendices, within one hundred and twenty days (120 days)

١-٣) يلتزم الاستشاري بتنفيذ وإتمام الأعمال والخدمات المبينة في العقد وملاحقه، وذلك خلال مدة مائة وعشرون يوماً (١٢٠).

This Term shall take effect from the date of the Notice to Proceed.

وتسري هذه المدة ابتداءً من تاريخ الإشعار بالمباشرة.

3.2. The Consultant undertakes to continue providing the services until issuance of the Taking Over Certificate of the Services, without prejudice to the provisions of Sub-Clauses 4.2, 4.3, 4.4 and 4.5 of the General Conditions (FIDIC White Book, 4th Edition 2006).

٢-٣) يتعهد الاستشاري بالاستمرار في تقديم خدمات الإشراف حتى يتم التسليم الابتدائي للمشروع، مع مراعاة ما ورد في المواد التالية: (٢/٤، ٣/٤، ٤/٤، ٥/٤) من الشروط العامة (فيديك، الكتاب الأبيض، الإصدار الرابع سنة ٢٠٠٦م).

Article Four: Liabilities

The Consultant shall be fully responsible for

المادة الرابعة - مسؤولية وضمان الأعمال

مشروع النقل العام في مدينة مكة المكرمة (بالقطارات والحافلات)





all Works and Services stated in the contract and to any damages resulting from faults because of his supervision, in accordance with what is stated in Chapter 6 "Liabilities" of the General Conditions (FIDIC White Book, 4th Edition 2006).

الوجه الأكمل، ويكون مسؤولاً عن أي ضرر يحصل نتيجة أخطائه في الإشراف وفقاً لما ورد في الفصل السادس "المسؤوليات" من الشروط العامة (فيديك، الكتاب الأبيض، الإصدار الرابع سنة ٢٠٠٦م) من الشروط العامة للعقد.

Article Five: Contract Value

المادة الخامسة - قيمة العقد:

5.1. The total contract value is SAR ...[in numbers and words] for implementation of the contract in accordance to the Contract Documents.

١-٥) إن القيمة الإجمالية للعقد هي ... [تذكر رقماً وكتابة] ريال سعودي مقابل تنفيذه وفقاً لوثائق هذا العقد.

5.2. Without prejudice to what is stated in Sub-Clause 4.3 of the General Conditions of the Contract, the aforementioned total value is subject to increase and decrease depending on the change in actual services carried out by the Consultant in accordance with the Contract, as well as any additional and complementary services or changes requested by the Client within the limits provided for in the Conditions of Contract.

٢-٥) مع مراعاة ما ورد في المادة (٣/٤) من الشروط العامة للعقد، تخضع هذه القيمة الإجمالية للزيادة والنقص تبعاً لتغير الأعمال الفعلية التي يقوم الاستشاري بتنفيذها طبقاً للعقد وتبعاً للأعمال الإضافية والتكميلية والتعديلات التي يقوم بإجرائها بناءً على طلب صاحب العمل في نطاق الحدود المنصوص عليها في شروط العقد.

Article Six: Payment

المادة السادسة - طريقة الدفع:

The Client shall pay the contract value as per the procedures and timeframes specified in Sub-Clause 2.9 and Clause 5 of the General Conditions of Contract for the Consultant's execution and completion of the agreed services.

يلتزم صاحب العمل بتسديد قيمة العقد بالطريقة وفي الأوقات المحددة في المادة رقم (٩/٢) والفصل الخامس من الشروط العامة للعقد مقابل قيام الاستشاري بتنفيذ وإتمام الأعمال المتفق عليها.





Article Seven:

Consultant's Commitments

المادة السابعة - تعهدات الاستشاري:

7.1. Without prejudice to the applicable regulations, the Consultant shall commit not to:

(٧-١) مع عدم الإخلال بما تقضي به الأنظمة يقر الاستشاري ويتعهد بما يلي:

a. Refer to any type, description or code mentioned in the list of suppliers/manufactures.

أ) تجنب الإشارة إلى النوع أو الوصف أو الرقم الوارد في قوائم المنتجين.

b. Not to use, instruct nor encourage the use of materials, equipment or tools of specific brand names or trademarks (the process of sample selection or approval shall not take any of that into consideration).

ب) عدم اشتراط أو استخدام مواد ومعدات أو أجهزة ذات أسماء أو ماركات معينة بذاتها أو اسمها (مع عدم التركيز عند اختيار العينات أو اعتمادها على شيء من ذلك).

7.2. Prior to the signature of this Contract, the Consultant undertakes to inform the Client of all the work he is currently performing, or planning to execute, such as other services that may conflict with or have negative impact on this Contract.

(٢-٧) يتعهد الاستشاري بأن يوضح لصاحب العمل ويُطلع قبل توقيع هذا العقد على ما يقوم أو ما ينوي القيام به من أعمال أو خدمات تتعارض أو تؤثر سلباً على عقده.

7.3. The Consultant confirms that he is aware that in case any of his previous representations were untrue, or in case he did not observe the commitments mentioned above, or concealed any information which he undertook to disclose, the rules of Saudi Arabian laws, including the Anti-Bribery Law,

(٣-٧) يُقر الاستشاري بعلمه أنه في حال عدم صحّة أيّ من التعهدات السابقة، أو عدم الالتزام بما تعهد به، أو في حال إخفائه لأيّ معلومات تعهد بالإفصاح عنها، فسيطبق بحقه ما تقضي به





Anti-Counterfeiting Law and Anti-Commercial Fraud Law, shall be applied.

الأنظمة في المملكة كنظام مكافحة الرشوة،
ونظام مكافحة التزوير، ونظام مكافحة الغش
التجاري وغيرها من الأنظمة والتعليمات.

Article Eight: Penalty

المادة الثامنة – الغرامات:

In addition to the terms mentioned in Sub-Clause 3.5.3 of the Particular Conditions and in case the Consultant does not provide the personnel or items required to be provided according to the Contract Documents, the Consultant will be subject to a penalty of 1% of the value of Services that he defaults on, whatever the value is, provided that the total amount of penalties shall not exceed 10% of the Contract Value.

إضافة إلى ما ورد في المادة (٣/٥/٣) من الشروط الخاصة، وفي حال عدم قيام الاستشاري بتأمين الموظفين والعناصر المطلوب توفيرها وفقاً لوثائق العقد، فسيتم حسم تكلفة هذه البنود من مستحقاته مع دفع غرامة بواقع واحد بالمائة (١%) من قيمة ما قصر فيه، بحيث لا تزيد على عشرة في المائة (١٠%) من قيمة العقد.

Article Nine: Applicable Law

المادة التاسعة – نظام العقد:

This contract shall be subject to the applicable regulations of the Kingdom of Saudi Arabia in terms of interpretations, execution and referral of claims that may result therefrom.

يخضع هذا العقد للأنظمة النافذة في المملكة العربية السعودية ويجري تفسيره وتنفيذه والفصل فيما ينشأ عنه من دعاوي بموجبها.

In testimony thereof, the parties have set their hands here unto on the date and place fixed above.

وتوثيقاً لما تقدم فقد قام الطرفان بالتوقيع على هذه الوثيقة.

May Allah grant us success!

والله الموفق،،،

First Party (the Client)

الأول (صاحب العمل)





Development Commission of Makkah and
Mashaaer

هيئة تطوير مكة المكرمة والمشاعر المقدسة

Khalid Al Faisal
Emir of Makkah Province
DCOMM Chairman

خالد الفيصل
أمير منطقة مكة المكرمة
رئيس هيئة تطوير مكة المكرمة والمشاعر المقدسة

Second Party (the Consultant)
[Name of Company]

الطرف الثاني (المقاول)
[اسم الشركة]

[Authorized Signatory/Representative]

[اسم المفوض بالتوقيع نيابة عن الشركة]

[position of representative]

[منصب المفوض]





APPENDIX 3: FORMS AND DOCUMENTS REQUIRED FOR BID AND TECHNICAL PROPOSAL





List of Standard Forms for Bid and Technical Proposal

[All instructions enclosed in square brackets are for use in preparing the form and should be deleted from the final product]

1. Letter of Acknowledgement
2. Specimen Form of Anti-Corruption and Confidentiality Undertaking
3. Tender Query Form
4. Company Credentials
5. Company Experience
6. Staff CV Template
7. Methodology and Work Plan
8. Mobilization Strategy and Commitments
9. Organizational Structure
10. Statement of Compliance
11. Financial Information
12. Key Milestone Delivery Dates and Time Schedule for Services
13. Performance Security





1. Letter of Acknowledgment

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

To:

**MAKKAH MASS RAIL TRANSIT COMPANY
(MMRTC)**

BatHa'a Quraish -Al-Qadi Road

P. O. Box 50449

Makkah Al-Mukarramah 21955

Kingdom of Saudi Arabia.

Attention:

Attention: Ali AlQarni, Esq.

Administrative and Legal Affairs Supervisor

Makkah Mass Rail Transit Company

E-mail: MetroSecurity@makkahtransit.org

Phone: +966 12 567 4884

Fax: +966 12 5673987

Location Map <https://goo.gl/maps/QADwA>

SUBJECT : Security Consultancy Services for Metro Phase 1 of the Makkah Public Transport Program (MPTP)

Letter of Acknowledgement

We acknowledge receipt of your Request for Proposal (RFP) and hereby confirm our commitment to submit a compliant Proposal in accordance with the requirements of the RFP.

Tenderer Name/Address:

Name (Authorized Signatory):

Signature:

Title:

Date:

Telephone no:

E-mail address:





2. Specimen Form of Anti-Corruption and Confidentiality Undertaking

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

This Anti-Corruption and Confidentiality Undertaking (the "Undertaking"), effective on____, 20____, is entered into by:-

Company Name:

..... of Company

Address:

.....

.....

(The "Tenderer").

The Client and the Tenderer may at times be referred to individually as "Party" and jointly as "Parties".

Whereas the Tenderer is interested in submitting, a tender to The Client to perform certain works and services in connection with Security Consultancy Services for Metro Phase 1 of the Makkah Public Transport Program (MPTP).

Whereas The Client has supplied and / or intends to supply the Tenderer with certain information pertaining to MPTP ("Confidential Information").

The Confidential Information disclosed and / or to be disclosed in connection with MPTP includes any and all technical and non-technical information, including without limitation, information concerning financial, accounting or marketing reports, business plans, analyses, forecasts, predictions, projections, intellectual property, trade secrets and know-how. The Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, and any other forms, and may be communicated orally, in writing, by electronic or magnetic media, by visual observation and by any other means. The Confidential Information includes any reports, analyses, studies, or other materials that, whether prepared by the Tenderer or otherwise, contain or are based upon proprietary information covered by this Undertaking.





Confidential Information shall also include all other information of a confidential nature disclosed to the Tenderer, expressed by The Client to be or known (or ought reasonably to have been known) by the Tenderer as confidential and including all notes and other material prepared by The Client based on or incorporating any such information together with all copies of any of the foregoing.

Confidential Information does not include any information:-

- (i) that, at the time of disclosure to the Tenderer or thereafter, is generally available to and known by the public (other than as a result of a disclosure by the Tenderer or any of its representatives)
- (ii) that is or was received by the Tenderer on a non-confidential basis from a source, other than The Client, which is not prohibited from transmitting the information to the Tenderer by a confidentiality agreement with or other contractual, legal or fiduciary obligation to The Client
- (iii) Heretofore disclosed to the Tenderer by The Client and confirmed in writing that such disclosure is on a non-confidential basis.

1. ANTI-CORRUPTION

1.1 The Tenderer hereby represents and covenants that neither it nor any of its employees or representatives has or shall have, directly or indirectly, any agreement or arrangement with any official, employee or representative of any customer or of any government or governmental agency or of any political party under which any such official, employee, representative or political party shall receive, either directly or indirectly, anything of value, whether monetary or otherwise, as the result of or in connection with any actual or contemplated engagement of the purchase of any product or service from The Client or any of its subsidiaries to any customer, government or governmental agency or as the result of or in connection with any action or contemplated action taken by any government or governmental agency of any nature relating to The Client or any of its subsidiaries.

1.2 As used in this Undertaking, the term "official of any government" means any officer or employee of a government or any department, agency or instrumentality thereof, or any person acting in an official capacity for or on behalf of such government or department, agency or instrumentality.





- 1.3 As used in this undertaking the term “anything of value” means any currency.
- 1.4 The Tenderer covenants to:
- 1.4.1 advise The Client if, at any time during the continuance of this Undertaking, any employee or agent of the Tenderer or of any of its affiliates is or becomes an official or employee of the government of the subject country; and
- 1.4.2 make no payment to nor enter into any relationship with any person, in connection with assisting the Tenderer in securing any contract for MPTP and / or other works of The Client in the subject country which is illegal under the laws of the subject country; and
- 1.4.3 conduct its activities in compliance with all applicable laws, regulations, directives and rules of the Kingdom of Saudi Arabia or the subject country; and
- 1.4.4 Take no action to cause The Client to violate or suffer any penalties or lose any benefits, tax or otherwise, under the laws of the Kingdom of Saudi Arabia or of the subject country.

2. CONFIDENTIALITY

- 2.1 In consideration of disclosing the Confidential Information to the Tenderer, the Tenderer undertakes to:-
- 2.1.1 Use the Confidential Information only in connection with MPTP, except as may otherwise be mutually agreed upon in writing, and shall reproduce such Confidential Information only to the extent necessary for such purpose;
- 2.1.2 At all times keep such Confidential Information in its possession and under its control and the Tenderer will limit access to the Confidential Information to only those of its employees who have an absolute need to know in relation to MPTP and shall notify such employees of the Tenderer’s Undertaking and procure that they abide by it;
- 2.1.3 At all times keep such Confidential Information in its possession and under its control and the Tenderer will limit access to the Confidential





- Information to only those of its third party agencies, affiliates, subsidiaries or holding companies and employees of such entities who have an absolute need to know in relation to MPTP and shall notify such third party agencies, affiliates, subsidiaries or holding companies and employees of such entities of the Tenderer's obligations under this Undertaking and procure that they abide by them;
- 2.1.4 Not announce or disclose the nature and extent of MPTP or any part thereof or any findings made during its involvement with the proposed Project or any part thereof without the prior written consent of The Client; and
- 2.1.5 Return to The Client on demand all Confidential Information or, at The Client's option, destroy such Confidential Information.
- 2.2 The Tenderer agrees that any failure by the Tenderer's directors, employees or officers or by any other person who receives Confidential Information from the Tenderer, to comply with the confidentiality obligations contained herein will also be deemed to be a breach of this Undertaking by the Tenderer itself.
- 2.3 In the event that the Tenderer or anyone to whom it transfers the Confidential Information becomes legally compelled to disclose any of the Confidential Information, it will provide The Client with prompt notice (unless otherwise prohibited by law from doing so) before such Confidential Information is so disclosed so that The Client may seek a protective order or other appropriate remedy and / or waive compliance with the provisions of this Undertaking. In the event that such protective order or other remedy is not obtained, or that The Client waives compliance with the provisions of this Undertaking, the Tenderer shall furnish only that portion of the Confidential Information which it is advised by written opinion of an independent legal counsel reasonably acceptable to The Client is legally required and will exercise all reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 2.4 The Client makes no warranty regarding the accuracy of the Confidential Information provided hereunder. The Client accepts no responsibility for any expenses, losses, or action incurred or undertaken by the Tenderer as a result of the receipt of any such inaccurate information.





- 2.5 The Tenderer acknowledges that all intellectual property rights in and to the Confidential Information shall at all times remain vested in The Client. In particular, but without limitation to the foregoing, nothing in this Undertaking shall be interpreted as granting to the Tenderer, expressly or impliedly, any rights in relation to the Confidential Information in respect of any patent, copyright, design right or other intellectual or industrial property in force at any time and belonging to The Client.
- 2.6 If The Client discloses source code to the Tenderer as part of the Confidential Information, the Tenderer shall not duplicate or reproduce such into any medium.
- 2.7 Without prejudice to any other rights or remedies which The Client may have, the Tenderer acknowledges and agrees that damages would not be an adequate remedy for any such breach by it of the terms, conditions and provisions of this Undertaking, and The Client shall be entitled to the remedies of injunction, specific performance and other equitable relief or equivalent relief in any jurisdiction for any threatened or actual breach of any term, condition or provision of this Undertaking by the Tenderer and that no proof of special damages shall be necessary for the enforcement of this Undertaking.
- 2.8 Neither this Undertaking, nor the disclosure of Confidential Information under this Undertaking, nor the on-going discussions and correspondence by the Parties concerning MPTP or any other matter, shall constitute or imply any promise or intention by The Client to enter into any arrangement with The Client or any other or future transaction.
- 2.9 The Tenderer acknowledges that any breach of the terms of this Undertaking may result in suffering losses and damages and agrees to indemnify The Client against all expenses, losses, damages that may be sustained or incurred as a result, whether directly or indirectly, of any breach by the Tenderer.
- 2.10 The obligations in this Undertaking are continuing and, in particular, shall survive the termination or expiry of MPTP.

3. GENERAL PROVISIONS

- 3.1 This Undertaking shall be governed by and interpreted in accordance with the laws of the Kingdom of Saudi Arabia. Each party hereby agrees to irrevocably





- submit itself to the non-exclusive jurisdiction of KSA courts.
- 3.2 No failure or delay by The Client in exercising any of its rights under this Undertaking shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights.
- 3.3 If any term or provision in this Undertaking shall be held to be illegal or unenforceable, in whole or in part, such term or provision (or part thereof) shall to that extent be deemed not to form part of this Undertaking, but the enforceability of the remainder of this Undertaking shall not be affected.
- 3.4 This Undertaking contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior undertakings by the Tenderer relating to this subject.
- 3.5 Neither Party may assign or transfer any rights or obligations under this Undertaking without the prior written consent of the other Party.

Signed for and on behalf of the Tenderer:

Name :

Signature :

Title :

Date :





3. Tender Query Form

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

To:

**MAKKAH MASS RAIL TRANSIT COMPANY
(MMRTC)**

BatHa'a Quraish -Al-Qadi Road

P. O. Box 50449

Makkah Al-Mukarramah 21955

Kingdom of Saudi Arabia.

Attention: Ali AlQarni, Esq.

Administrative and Legal Affairs Supervisor

Makkah Mass Rail Transit Company

E-mail: MetroSecurity@makkahtransit.org

Phone: +966 12 567 4884

Fax: +966 12 5673987

Location Map <https://goo.gl/maps/QADwA>

SUBJECT : Security Consultancy Services for Metro Phase 1 of the Makkah Public Transport Program (MPTP)

Request for Clarifications

Please find attached our request for Tender Query Submission Sheet in both PDF & MS Excel formats.

1. It is understood that the client, in its sole discretion, may choose to respond to all or selected queries or may not respond to any of these queries.
2. Tenderer acknowledges the procurement scheduled for this RFP including the queries cut off time, and communication procedures with the client.





| CLARIFICATION FORM | | | |
|--------------------|--|---|---|
| No | Document Reference | Clarification | Response |
| 1. | <i><To be completed by the Tenderer: Insert RFP section and clause reference.></i> | <i><To be completed by the Tenderer: Record the clarification sought giving all relevant information></i> | <i><To be completed by the Client.></i> |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Table 5 - Clarification Form

Tenderer name :
Signature :
Name (authorised signatory) :
Title :
Date :
Telephone no. :
Email address :





4. Company Credentials

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

Tenderers shall complete the following Table 10, in full, for each member of consortium or JV and sub-consultant as appropriate.

| RFP Requirement | Tenderer Response |
|--|-------------------|
| Name of Company / Legal Entity | |
| General Description of Company (maximum 200 words) | |
| Year of Establishment | |
| Registered Address (Headquarters) | |
| Registered Address (within KSA) | |
| Key Contact and Contact Details (to be used by The Client for all correspondence) | |
| Years of Experience in Safety and Security Consultancy Services | |
| Years of Presence in GCC | |
| Years of Presence in KSA | |
| Current No. of Security Consultant Staff: a) Worldwide b) GCC c) KSA | |





| RFP Requirement | Tenderer Response |
|--|-------------------|
| Last 3 years Turnover (worldwide, GCC and KSA) | |
| Tenderer also to provide 3 years of annual audited Balance Sheets, within their submission (SAR MILLION) | |
| Provide details of all Security Consultant activities currently under contract in the GCC – maximum 100 words per activity to include number of resources and duration of contract | |
| Details of any terminations, unresolved contract disputes or pending legal actions | |

Table 6 - Company Credentials





5. Company Experience

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

Tenderers shall complete the following Table 7 for all significant similar projects (maximum 20) undertaken within the past ten (10) years. Additional marks will be awarded for experiences within the GCC countries. Tenderer should submit company experiences as appropriate.

| RFP Requirement | Tenderer Response |
|---|-------------------|
| Project Name | |
| Client Name | |
| Location of Project (City, Country) | |
| Description of the Project (max 50 words) | |
| Contract Award (year) | |
| Duration of Contract (years) | |
| Services Provided (max 150 words) | |
| Key Personnel Deployed | |
| Contract Value (SAR MILLIONS) | |
| Number of Resources Deployed (at peak) | |
| Name of Associated Consultants, if any | |
| Split of Services (Tenderer / Associated Consultants) (X% / y%) | |
| Details of any claims made by either client or consultant and / or contractual disputes | |

Table 7 - Company Experience





6. Staff CV Template

Tenderers must complete a form each for each member of staff proposed for the Services.

Security Consultancy Services for Metro Phase 1 of the Makkah Public Transit Program (MPTP) in Kingdom of Saudi Arabia

| CV Heading | Tenderer Response |
|--|-------------------|
| Company name: | |
| Individual name: | |
| Proposed position: | |
| Date of Birth: | |
| Nationality: | |
| Religion (in case of Makkah access) | |
| Total years of experience in rail sector: | |
| Total years of experience (with current employer) | |
| Short summary (key skills, experience etc.) | Maximum 100 words |
| Key Qualifications (education, professional memberships) | Maximum 1 page |
| Employment Record (starting with present position, list in reverse order every employment held, title, responsibilities, etc.) | Maximum 5 pages |
| Languages (Indicate proficiency: excellent, good or fair in speaking, reading, and writing) | |

Table 8 - Staff CV Template





7. Methodology and Work Plan

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

a) Technical Approach and Methodology

Tenderers must demonstrate their understanding of the Client's aims and objectives for the Program, tenderers' approach to the services and their methodology for carrying out the activities so as to achieve the expected output, and the degree of detail of such output. Each tenderer shall also explain the methodology it will utilize and describe how the methodology will be implemented with respect to the Design and Build Contractors.

b) Work Plan

Tenderers shall describe the main activities of the Security Consultancy Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates. The proposed work plan shall be consistent with the technical approach and methodology, showing understanding of the Scope of Services and tenderer's ability to translate them into a feasible working plan.

Tenderers' attention is drawn to the provisions of Appendix 3 and the requirements therein regarding manpower and deliverables.





8. Mobilization Strategy and Commitments

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

Tenderers shall detail their proposed approach to mobilization and to explain specific commitments that they will give to The Client during mobilization. This may include:

- a) What meetings / workshops will the tenderer seek to organize, when, and with whom.
- b) What, if any, services will be prepared from outside KSA during the first 100 days; and

9. Organizational Structure

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

Tenderers shall prepare a Consultant Organizational Chart showing how they believe the resources identified within Appendix 3 should be deployed across the different schemes, work packages and disciplines. No specific template has been supplied and tenderers are required to propose their own organization chart.





10. Statement of Compliance

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

To:

**MAKKAH MASS RAIL TRANSIT COMPANY
(MMRTC)**

BatHa'a Quraish -Al-Qadi Road

P. O. Box 50449

Makkah Al-Mukarramah 21955

Kingdom of Saudi Arabia.

Attention: Ali AlQarni, Esq.

Administrative and Legal Affairs Supervisor

Makkah Mass Rail Transit Company

E-mail: MetroSecurity@makkahtransit.org

Phone: +966 12 567 4884

Fax: +966 12 5673987

Location Map <https://goo.gl/maps/QADwA>

**SUBJECT : Security Consultancy Services for Metro Phase 1 of the Makkah
Public Transport Program (MPTP)**

Statement of Compliance

We confirm that our Proposal fully complies with all the terms and conditions of this RFP and that there are no qualifications thereto / deviations therefrom in our compliant Proposal.

Tenderer name :
Signature :
Name (authorized signatory) :
Title :
Date :
Telephone no. :
Email address :



**11. Financial Information**

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

Tenderer: _____ Date: _____

SUBJECT: Security Consultancy Services for Metro Phase 1 of the Makkah Public Transport Program (MPTP)

Page _____ of _____ pages (To be completed by the
Tenderer)

| Financial Information in US\$ equivalent | Historic Information for Previous (3) years (US\$ equivalent in 000s) | | | |
|--|---|---------------|---------------|---------|
| | Year 1 (20--) | Year 2 (20--) | Year 3 (20--) | Average |
| Information from Balance Sheet | | | | |
| Total Assets (TA) | | | | |
| Total Liabilities (TL) | | | | |
| Net Work (NW) | | | | |
| Accounts Receivable (AR) | | | | |
| Current Assets (CA) | | | | |
| Current Liabilities (CL) | | | | |
| Information from Income Statement | | | | |
| Total Revenue (TR) | | | | |
| Operating Profit (EBIT) | | | | |
| Net Revenue (NR) | | | | |
| Financial Indices | | | | |





| Financial Information in US\$ equivalent | Historic Information for Previous (3) years (US\$ equivalent in 000s) | | | |
|---|---|---------------|---------------|---------|
| | Year 1 (20--) | Year 2 (20--) | Year 3 (20--) | Average |
| Current Assets /Current Liabilities (Current Ratio) | | | | |
| Operating Profit/Total Revenue (Profit Margin) | | | | |
| Total Revenue/Total Assets (Return on Assets) | | | | |
| Total Liabilities/Total Assets (Debt Ratio) | | | | |

Table 9 - Financial Information





12. Key Milestone Delivery Dates and Time Schedule for Services

[The Tenderer must prepare this on stationery with its letterhead clearly showing the Tenderer's complete name and address]

Tenderer shall include sufficient milestones that will clearly demonstrate how the progress will be monitored and controlled for the contract scope of services. The Tenderer must ensure that the milestones Delivery Dates are aligned with the Tender Schedule requirements. Milestones must be clearly and precisely illustrated that are easily traceable and measurable.

| Milestone No | Milestone Descriptions | Delivery Date |
|--------------|------------------------|---------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |

Table 10 - Key Milestone Delivery Dates and Time Schedule for Services





13. Performance Security

To,

**MAKKAH MASS RAIL TRANSIT COMPANY
(MMRTC)**

BatHa'a Quraish -Al-Qadi Road

P. O. Box 50449

Makkah Al-Mukarramah 21955

Kingdom of Saudi Arabia.

Letter of Guarantee No:-----

Date:-----

Since you have awarded our clients, (Consultant name and address) (the "Consultant") a contract for () (the "Contract"):

We, ----- (the "Bank"), hereby unconditionally and irrevocably undertake to pay you the sum of (insert amount in words and figures), in accordance with the following:

- (a) We shall pay you immediately upon your written demand and irrespective of any objection by the Consultant or any other party such amount or amounts as you may demand not exceeding in the aggregate the above mentioned amount, namely (amount in words and figures), by transfer to your account at any bank in the Kingdom of Saudi Arabia or in any other manner acceptable to you.
- (b) All payments made based on your demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees deductions or withholdings of any nature whatsoever and by whomsoever imposed.
- (c) The undertakings contained in this guarantee constitute direct and fundamental obligations of ours and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source, such as change in the conditions of the Contract or extension, thereof or change in the scope or nature of services to be performed, or any omission, act or proceeding by you or by a third party which would excuse or discharge us from the obligations and





liabilities stated in this guarantee.

- (d) The guarantee shall remain valid and in full force and effect up to the end of the _____day of the month of _____of the year _____Pursuant the conditions of this guarantee, If you provide us with a written and signed notice on or before the date specified for the expiration of this guarantee (or any subsequent extensions pursuant to the conditions hereof) that we should extend the guarantee, we shall (i) automatically extend this guarantee for the required period (provided that it does not exceed 365 days) from the original expiration date of the guarantee or from the expiration date of any subsequent extensions, as specified in the extension request, or (ii) pay you the value of the guarantee.
- (e) We represent and confirm that the amount of this guarantee does not exceed twenty percent (20%) of the total paid –up capital and reserves of the Bank.
- (f) Any dispute with respect to this guarantee shall be resolved exclusively by the competent authorities in the Kingdom of Saudi Arabia and according to the Saudi regulations, decisions, rules and instructions.

This guarantee may be assigned or otherwise transferred by you to any assignee of the Contract upon your formal notice to us.

The Bank (Authorized Signatories)





APPENDIX 4: FINANCIAL PROPOSAL

Form of Financial Proposal Schedule of Rates and Payment Schedule





1. Form of Proposal

Date:

**MAKKAH MASS RAIL TRANSIT COMPANY
(MMRTC)**

BatHa'a Quraish -Al-Qadi Road

P. O. Box 50449

Makkah Al-Mukarramah 21955

Kingdom of Saudi Arabia.

SUBJECT : Security Consultancy Services for Metro Phase 1 of the Makkah Public Transport Program (MPTP)

Form of Proposal (COMPLIANT PROPOSAL)

1. Having examined the RFP document for the above named Services, we, the undersigned, offer to provide the said Services in full compliance with the terms and conditions of the RFP document for the lump sum price of:

Saudi Riyals

(SAR _____).

2. We confirm that our Proposal is valid and binding on us irrevocably and shall not be rescinded. The Proposal is open for the Client's acceptance for a period of ninety (90) days from the submission date of the Proposal, inclusive of all applicable taxes and without any qualification whatsoever.
3. The Tender Bond shall be SAR 100,000 as per the form provided in the RFP submitted with the Financial Proposal.
4. We represent and covenant to the Client that we have observed and shall continue to observe all relevant statutory and other regulatory authority and proper business practice requirements in the formulation of our Proposal and in future follow up thereto.
5. The following documents (one (1) original and two (2) copies) have been duly completed as evidenced by our stamping, initialing, dating and signing of the relevant pages and are returned herewith:

- (a) Technical Proposal, together with the un-priced Form of Proposal; and





(b) Financial proposal, together with priced Form of Proposal (in a separate sealed envelope).

6. We confirm that all Attachments to this RFP form part of our Proposal and have been duly completed as evidenced by our stamping, initialing and dating the pages.
7. We acknowledge receipt of the following tender bulletins (clarifications and addenda) and confirm that these have been considered in our Proposal preparation:

Reference Number of Letter / Fax / E-mail Dated

| Reference Number of Letter / Fax / E-mail | Dated |
|---|-------|
| | |
| | |
| | |
| | |
| | |

8. We understand that the Client is not bound to accept the lowest or any Proposal received by it, or to give any reason or explanation for rejection of any Proposal.

Signature : _____

Date : _____

Name (in block letters) : _____

In the capacity of (in block letters) : _____

Duly authorized to sign Proposals for : _____
and on behalf of name of Tenderer
(in block letters) with company seal _____





Address : _____
Telephone Number : _____
(Office) : _____
(Mobile) : _____
Facsimile Number : _____
Email Address : _____
Company Registration Number : _____
Witness – Name and Signature : _____
Date : _____
Occupation and Company Name : _____
Address (PO Box / Tel / Fax No.) : _____





2. Schedule of Rates and Payment Schedule

Table 11 - Schedule of Deliverables and Payment

| Item No. رقم البند | Deliverable اسم عملية التسليم | | % of the Total Contract العقد من النسبة % % الإجمالي | Amount (SR) القيمة (ريال سعودي) | |
|---|---|--|--|------------------------------------|----------------|
| | | | | Number رقماً | Words كتابة |
| 1 | Makkah Safety, Security and Emergency Management Principles | | | | |
| 2 | Design Based Threat | | | | |
| 3 | Station Categorization | | | | |
| 4 | Security Design requirements | | | | |
| 5 | Additional Tasks deemed necessary for the project | | | | |
| Total Lump Sum Price المقطوع الإجمالي المبلغ | | | | | |





| Task | Rate/Day | Staff | | | | Effort/Task Price | % of Total Value | Deliverables |
|---|-----------|---------|---------|---------|---|-------------------|------------------|--------------|
| | | 1 | 2 | 3 | x | | | |
| | | SAR x.x | SAR x.y | SAR x.z | | | | |
| Makkah Safety, Security and Emergency Management Principles | Days | | | | | | | |
| | Sub Total | | | | | | | |
| Design Based Threat | Days | | | | | | | |
| | Sub Total | | | | | | | |
| Station Categorization | Days | | | | | | | |
| | Sub Total | | | | | | | |
| Security Design Requirements | Days | | | | | | | |
| | Sub Total | | | | | | | |
| Additional Tasks Deemed Necessary for the Project | Days | | | | | | | |
| | Sub Total | | | | | | | |
| | | | | | | | | TOTAL |





Payment to the Consultant will be made following submission by the Consultant to the Client of a fully detailed and itemized account and supporting particulars. The content and format of the account will be advised by the Client.

Amounts due to the Consultant will be paid by electronic means into a bank account nominated by the Consultant. The Consultant's bank account shall be held with a Saudi Arabian bank or with a major international bank doing business in Saudi Arabia. The bank account shall be in Saudi Arabia. Any delay by the Consultant in providing all relevant details of his bank account shall be entirely the responsibility of the Consultant.

All of the Consultant's rates and prices shall be fixed price and no changes will be made thereto on account of currency fluctuations, changes in taxation of any description (either in Saudi Arabia or in the Consultant's own country) or for any changes in such matters as duties and levies.

Changes to the Scope of Services shall only take effect if expressly instructed by the Client in writing. Each change to the Scope of Services shall be priced by reference to similar items in the Consultant's detailed schedule of rates and prices. If no such similar items exist, the change shall be valued by mutual agreement based on the actual price of the change.

The currency of payment shall be Saudi Arabian Riyals (see General Conditions Sub-Clause 5.3.1).

3. Terms of Payment

- a) Time for payment shall be forty-five (45) days from the recorded date of receipt by the Client of an original agreed invoice in the form and with substantiation satisfactory to the Client.
- b) The Consultant's invoices shall be fully supported by relevant documents including as a minimum, approved time sheets evidencing the actual man-days spent by the Consultant in the month.
- c) The Client may at any time request an audit of the Consultant records to confirm compliance with this clause. These requirements shall also form part of all subcontracts; supply agreements and consulting agreements for the services under the Contract.





4. Fees and Notes on Pricing

- a) The Lump Sum Fee shall be quoted in Saudi Riyals (SAR). The Consultant shall submit with their Proposal a fully developed and detailed price schedule indicating all of the activities comprising the Scope of Services and all things necessary therefor, and an adequate description of the activities. The Fee shall additionally comply with the following requirements:
- (i) The total Fee is deemed to be the full and complete compensation for the Consultant's performance of the Services and all of the Consultant's obligations in accordance with the terms and conditions of the Agreement.
 - (ii) The Consultant undertakes to include in the total Fee all items of services necessary for the full completion of the Security Consultancy Services in accordance with the Agreement.
 - (iii) The Consultant is deemed to have satisfied himself as to the accuracy of the maximum Fee and schedule of rates and prices and no claim for adjustment due to inaccuracy of the same shall be accepted.
- b) The total Fee is fully inclusive of but not limited to the following:
- (i) All mobilization, demobilization, supervision and professional services, salaries, accommodation, travel, holiday, medical, messing and safety clothing / equipment, cost for obtaining and maintaining the necessary visas and exit permits for all the Consultant's personnel, transportation in and outside the Kingdom of Saudi Arabia and all other costs to the Consultant of its employees required to be paid to permit the Consultant to carry out the Security Consultancy Services and the Consultant's obligations under the Agreement.
 - (ii) All co-ordination, technical support and review, as specified in the Agreement, and supervision of construction, installation and handing over, as applicable.
 - (iii) All costs of taxes, duties, insurance, sponsorship and administration, safety training, overheads and profits.
 - (iv) Any other costs and charges not specifically detailed.
- c) The Consultant is deemed to have obtained all necessary information as to the risks, contingencies, any restrictions, requirements and other circumstances, which may influence or affect the total Fee.





- d) The rates and prices are deemed to include all costs in respect of local religious holidays, customs and the provision of all amenities customary in the Kingdom of Saudi Arabia. (rates are “all-in” with no additional expenses payable on top).
- e) The Fee includes all costs and charges for any facilities and utilities not provided by the Client. The provision of office space in KSA will be provided by the Client.
- f) The Fee is deemed to include all costs in respect of those insurances stipulated in the Agreement. In the event that the Client exercises their right to directly provide the specified insurances as set forth in the Agreement, the amount in respect of such insurances will be deducted from the Fee accordingly.
- g) Deletion of individual items from the Agreement, and / or omission of any item(s) in full or in part shall not entitle the Consultant to reimbursement for loss or alleged loss of overheads or profit or to financial compensation for executing a reduced Scope of Services.
- h) All prices, rates, costs and charges included in Appendix 4 shall be fixed for the duration of the Agreement. Payment shall be made only in Saudi Riyals to a bank account of the Consultant.
- i) The Consultant agrees to provide a complete and detailed breakdown of any of the rates and prices, if requested by the Client.
- j) The Consultant is deemed to have computed the Fee in the manner required by Appendix 4 and not to have deviated from that specified. Where the Consultant considers it necessary, the Consultant shall insert additional complementary items to provide a comprehensive fee synthesis.

5. Income tax regulations:

- a) Where applicable, the Client shall have the right to withhold from any payment due to the Consultant Saudi Arabian withholding taxes (“WHT”) at the prevailing rates. The Client shall provide the Consultant with appropriate evidence certifying the sums withheld and paid on behalf of the Consultant.
- b) WHT is a provision of Saudi Arabian Tax Law. Where applicable, the appropriate percentage of the Contract Price will be withheld. The percentage at the date of signature of this contract is stated at 5%, but shall be revised in the event of a change in the applicable Saudi Arabian Tax Law. Such withholding shall be applied to every invoice that is paid to the Consultant. This WHT will not be applied if the Consultant provides the Client with a tax exemption certificate from the Saudi Arabian





Income Tax Department or from the Dept. of Zakat and Income tax:
<https://dzit.gov.sa/laws-and-by-laws>.

- c) Failure to apply the WHT shall not relieve the Consultant from its liability to pay the tax concerned.

