**عقود الإدارة والتشغيل والمقاولات**

**هذا الدرس طويل بعض الشيء، ولكنه يعتبر من أهم دروس العقود. فعقود الإدارة والتشغيل والمقاولات هي العقود التي تستخدمها الدولة في التعاقد مع القطاع الخاص لتنفيذ مشاريعها، وهي العقود التي تستخدمها شركات القطاع الخاص في التعاقد مع بعضها البعض.   
  
سوف نكرر هذه الملاحظة في كل الدروس المتعلقة بترجمة العقود لأهميتها القصوى:  
  
ملاحظة: يجب أن نأخذ في الإعتبار عند ترجمة العقود ما يلي:  
  
·العقد وثيقة حساسة وهامة، يمكن أن يؤدي أي خطأ في ترجمتها إلى تكبد أحد الطرفين أو كليهما خسارة كبيرة، ويستطيع الطرف المتضرر رفع دعوى على المترجم إذا ثبت أن سبب الخسارة كان خطأ في الترجمة. وقد حدثت حالات هنا في الرياض حيث حكمت المحكمة على بعض مكاتب الترجمة بدفع تعويضات وصلت إلى نصف مليون ريال سعودي (حوالي 130 ألف دولار أمريكي).  
  
·تكون ترجمة العقد مطلوبة إما لإنجاز معاملة حكومية في دولة لا تقبل المستند الأجنبي كوثيقة رسمية (في المملكة العربية السعودية على سبيل المثال يجب تقديم جميع المستندات إلى الدوائر الحكومية باللغة العربية)، أو لأن أحد الطرفين لا يفهم اللغة التي كتب فيها العقد، ويطلب ترجمة المسودة قبل التوقيع خلال مرحلة التفاوض على العقد، ثم يطلب ترجمة الصيغة النهائية للعمل بموجبها. وقد رأيت حالات كثيرة يحاول فيها كاتب النص الأصلي (العربي أو الأجنبي) وضع عبارة مبهمة، أو كلمة عرضية قد تبدو وكأنها ليست هامة (ولكنها تصبح هامة في حالة نشوء نزاع بين الطرفين). ويجب على المترجم في هذه الحالة أن يكون يقظًا إذا أراد الأمانة في عمله. فمترجم العقود ليس طرفًا في العقد، ولا يحق له أن يجاري أحد الطرفين على حساب الآخر، بل يجب عليه أن يكون حياديًا وأن يترجم النص بأمانة. فإذا وجد عبارات مبهمة يجب عليه أن يترجم النص المبهم بحيث يعطي نفس الإنطباع للقارىء باللغة التي يترجم إليها. وقد قمت في بعض الحالات بالإتصال بالعميل هاتفيًا لإبلاغه بوجود نص مبهم ولفت نظره إليه حيث أن ذلك يمكن أن يعرضه لخسارة في حالات نشوء نزاع بين الطرفين في المستقبل.   
  
·تكون هناك في بعض الأحيان نصوص مبهمة في العقد كتبت بطريقة غير واضحة عن غير قصد بسبب أن الكاتب غير متمكن. وقد حدث وأن استلمت عقودًا من محامين أعدتها إليهم لإجراء تصحيحات فيها. وأقول هذا هنا لأبين أن الجميع معرض للخطأ. والمترجم في موقعه يقرأ النص بتمعن لكي يترجمه ويفكر فيه، فيكتشف أخطاء الآخرين، والتي يمكن أن تكون في بعض الأحيان أخطاء مطبعية أو أخطاء جوهرية. ومن واجب المترجم في جميع الأحوال وضع ملاحظة بذلك ولفت نظر العميل. ويتقبل العميل عادة ملاحظات المترجم برحابة صدر.  
  
·يجب أن يتم ترتيب طباعة العقد بنفس طريقة ترتيب النص الأصلي، فقرة بفقرة. فعندما يكون هناك عنوان في وسط الصفحة، يجب أن تكون ترجمة العنوان في وسط الصفحة. وعندما تكون هناك كلمة في النص الأصلي تحتها خط، يجب وضع خط تحت الكلمة في النص المترجم. وعندما ينتقل النص الأصلي إلى فقرة جديدة، يجب أن تنتقل في الترجمة إلى فقرة جديدة، وإذا كان هناك خطأ في ترقيم البنود في النص الأصلي، يجب أن تتم ترجمة الخطأ في النص المترجم وليس تصحيح الترقيم. وإذا كان هناك جدول في النص الأصلي، يجب وضع نفس الجدول في النص المترجم. أي يجب أن يكون الشكل نفسه ولكن باللغة المترجم إليها.  
  
تعطي الأمثلة التالية فكرة عامة عن هذا النوع من العقود:  
  
1) ترغب وزارة المياه بإنشاء شبكات صرف صحي لمحافظة جدة. وهذه الرغبة لا تأتي من فراغ. فهناك إدارة مختصة بالتخطيط بالوزارة رأت في دراسة أو دراسات أجرتها أن الزيادة السكانية في منطقة معينة تملي بناء شبكات صرف صحي فيها، فقامت بتضمين مشروع إنشاء شبكات الصرف الصحي ضمن مقترحاتها المقدمة إلى المسؤولين المختصين بالوزارة وتم اعتماد المقترح من الوزير وتضمينه في ميزانية الوزارة للعام التالي (إذا كان بناء المشروع ينتهي خلال سنة مالية واحدة)، أو الأعوام المالية التالية (إذا كان بناء المشروع يستغرق أكثر من سنة مالية. (طبعًا هذه التفاصيل تخرج عن نطاق بحثنا هنا. وما يهمنا هو أن المشروع قد اعتمد في الميزانية الصادرة عن مجلس الوزارء. بعد ذلك، تتم إحالة المشروع إلى إدارة الدراسات والتصميم بالوزارة (أو إدارة أخرى مختصة تكون هي المشرفة على تنفيذ المشروع. ولكن لأغراض درسنا هنا سوف نفترض إحالة المشروع إلى إدارة الدراسات والتصميم كمرحلة أولى).  
  
في الخطوة الأولى، تقوم إدارة الدارسات والتصميم بدعوة مكاتب الإستشارات الهندسية لتقديم عروض لدارسة وتصميم المخطط العام لشبكات الصرف الصحي بناء على تصورات معينة للوزارة تحددها في وثيقة بعنوان "عملية دراسة وتصميم المخطط العام لشبكات الصرف الصحي بجدة". وتحتوي هذه الوثيقة على البنود الأساسية التالية:**

**الفهرس**

**المحتويات:  
- مقدمة  
- خطاب العطاء  
- نماذج العطاء  
مادة (1) تكليف الإستشاري  
مادة (2) نطاق الأعمال  
2-1 الخدمات الإدارية والإستشارية والدعم الفني  
2-2 مناطق الدراسة  
2-3 مراحل الدراسة  
2-4 اختيار وتدبير نظام المعلومات الجغرافية  
2-5 تدريب منسوبي المصلحة  
2-6 المناطق المخدومة حاليا بالشبكات  
2-7 فترات المراجعة من قبل المصلحة  
2-8 المعايير التصميمية  
2-9 محطات الضخ  
2-10 جدول الدفعات وتقديم مراحل العمل  
2-11 جدول المخططات المطلوب تقديمها بمراحل الدراسة المختلفة  
2-12 التقديمات والوثائق وعدد النسخ المطلوبة  
2-13 تقديمات مستندات العطاء النهائية  
2-14 تحضير المخططات  
2-15 الإجتماعات الدورية  
2-16 عدم التزام الإستشاري في تقديم العمل  
2-17 البرنامج الزمني للعقد  
مادة (3) واجبات والتزامات الإستشاري  
3-1 مكتب الإستشاري  
3-2 الأفراد  
3-3 المعدات والسيارات اللازمة لجهاز الإستشاري  
3-4 المقاييس والوحدات  
3-5 الخطابات والرسومات والتقارير  
3-6 استعمال الطرق الحديثة  
3-7 الملكية  
3-8 مراعاة القوانين والعادات  
3-9 مهندس المصلحة  
مادة (4) إلغاء الإتفاقية لصالح المصلحة  
مادة (5) غرامة التأخير  
مادة (6) التزامات المصلحة  
6-1 مساعدة المصلحة  
6-2 البيانات والمعلومات  
6-3 التأشيرات والرخص والتصاريح والرسوم  
6-4 تحويل العملة  
6-5 مهندس الإتصال  
6-6 التصريح بجمع المعلومات  
مادة (7) شروط خاصة  
7-1 التقويم  
7-2 عدم التنازل  
7-3 قوانين المملكة  
7-4 عدم تأدية الإستشاري لأعماله  
7-5 غير مستعمل  
7-6 الخلافات والتحكيم  
7-7 ضريبة الدخل  
7-8 الحسابات  
7-9 أنظمة وأحكام الإستيراد والجمارك في المملكة العربية السعودية  
7-10 الإشعارات والمراسلات  
7-11 الرسومات الجمركية والضرائب  
مادة (8) طريقة الدفع  
مادة (9) الإتفاقية  
9-1 أتعاب الإتفاقية  
مادة (10) زياة وإنقاص قيمة الإتفاقية  
مادة (11) مدة الإتفاقية وتاريخ اعتمادها  
مادة (12) تقديم العطاء  
مادة (13) قبول العطاء أو رفضه  
مادة (14) الإلتزام بشراء المنتجات الوطنية  
مادة (15) تطبيق قواعد وقرارات مجلس الوزراء  
مادة (16) تأكيد الإستشاري  
ملحق رقم (1) جدول الكميات  
ملحق رقم (2) الخبرة العملية في مشاريع مشابهة**

***Index***

**Contents:**

**- Introduction  
- Bid Submission Letter  
- Bid Forms**

**Article 1: Appointment of the Consultant**

**Article 2: Scope of Work**

**2.1 Management and Consulting Services and Technical Support  
2.2 Study Areas  
2.3 Study Phases  
2.4 Selection and Arrangement of Geographic Information System (GIS)  
2.5 Training Department Staff  
2.6 Areas Currently Served by Networks  
2.7 Intervals of Reviews by the Department  
2.8 Design Criteria  
2.9 Pumping Stations  
2.10 Schedule of Payment and Work Phases Submittal  
2.11 Table of Plans to be Submitted During the Various Study Phases  
2.12 Submittals, \*\*\*\*\*\*\*\*s and Required Number of Copies  
2.13 Final Bid \*\*\*\*\*\*\*\* Submittals  
2.14 Preparation of Plans  
2.15 Periodic Meetings  
2.16 Consultant's Failure to Perform Work  
2.17 Contract Time Schedule**

**Article 3: Duties and Obligations of the Consultant**

**3.1 Consultant's Office  
3.2 Personnel  
3.3 Equipment and Vehicles Required for the Consultant's Staff  
3.4 Measures and Units  
3.5 Letters, Drawings and Reports  
3.6 Application of State of the Art Methods  
3.7 Property  
3.8 Compliance with Regulations and Customs  
3.9 Department's Engineer  
  
Article 4: Termination of Agreement for the Convenience of Ministry of the Department  
Article 5: Delay Penalty  
Article 6: Obligations of the Department  
6.1 Assistance by the Department  
6.2 Data and Information  
6.3 Visas, Licenses, Permits and Levies  
6.4 Currency Conversion  
6.5 Liaison Engineer  
6.6 Authorization to Collect Data**

**Article 7: Special Conditions**

**7.1 Calendar  
7.2 Non Assignment  
7.3 Saudi Regulations  
7.4 Consultant's Failure to Perform its Obligations  
7.5 Not Used  
7.6 Disputes and Arbitration  
7.7 Income Tax  
7.8 Accounting  
7.9 Saudi Import and Customs Regulations  
7.10 Notices and Correspondence  
7.11 Customs Duty and Taxes  
  
Article 8: Fees, Charges and Terms of Payment  
  
Article 9: Agreement  
  
9.1 Agreement Fees  
  
Article 10: Increase and Decrease of Agreement Value  
Article 11: Term of Agreement and Date of Approval  
Article 12: Bid Submission  
Article 13: Acceptance or Rejection of Bids  
Article 14: Purchase of National Products  
Article 15: Implementation of Rules and Resolutions of Council of Ministers  
Article 16: Acknowledgment by the Consultant  
Appendix (1) Bill of Quantities  
Appendix (2) Experience in Similar Projects**

**Introduction of the Project**

**Purpose of the Project:  
  
The purpose of this contract is to perform detailed study and design of secondary sewerage networks and house connections with diameters of less than 400 mm in the central northern and central southern areas of the City of Jeddah, as well as the study and design of main lines in the central northern areas which were not included as part of the contract of the previous layout consultant, in addition to the study and design of main lines of the main layout of the northern area and southern area or part thereof for diameters greater than or equal to 400 mm which were not previously designed as part of the main layout of the first phase. This shall be based on study and design already completed for main lines with diameters greater than or equal to 400 mm. In addition, tender \*\*\*\*\*\*\*\*s of the projects shall be prepared for announcement of a public tender.  
  
\*\*\*\*\*\*\*\* of the Project:  
  
All parts of the City of Jeddah with boundaries as detailed in the attached layout.  
  
Objectives of the Project:  
  
1. To develop detailed designs of the sewage secondary lines and house connections for areas described above, and the main lines in the central southern area which were not designed by the main layout consultant as part of its contract, in addition to the main lines with diameters greater than or equal to 400 mm in the northern and southern areas.  
  
2. The areas are divided into separate contracts commensurate with priority of performance provided that the value of the contract does not exceed SR 100 million.  
  
3. \*\*\*\*\*\*\*\*s of those projects shall be submitted for announcement of a public tender.  
  
4. Supply contracts shall be made separate of the construction contracts.  
  
5. Estimated costs for performance of each of the projects shall be provided.**

**Bid Submission Letter**

**Bid Submission Letter**

**In response to the invitation to bid:  
  
The undersigned proposes to the Ministry of Water Mecca Branch (MOW Branch) to submit all technical and specialized services required to complete works as described in the tender \*\*\*\*\*\*\*\*s for an estimated total contract value of SR \_\_\_\_\_\_\_\_\_\_\_\_\_ (Saudi Riyals Only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) as detailed in the Schedule of Prices.  
  
The undersigned hereby agrees that the bid submitted to MOW Branch is a confirmed bid, and cannot be withdrawn for a period of 240 calendar days starting as of the specified date or until the signing of a contract to perform works by and between MOW Branch and a third party, whichever comes first.  
  
The undersigned hereby acknowledges that it has examined the MOW Branch tender \*\*\*\*\*\*\*\*s and confirms that it has submitted a basic bid that is fully compliant with tender \*\*\*\*\*\*\*\*s.  
  
The undersigned also acknowledges: (please check as appropriate)  
  
¨ Yes, I have submitted an alternative bid(s)  
  
¨ No, I did not submit any alternative bid(s).  
  
The undersigned also acknowledges that it has fully studied and reviewed all contract conditions and \*\*\*\*\*\*\*\*ation, and that it is satisfied as to their accuracy. It further acknowledges that it had accurately reviewed all words, figures, and statements contained in this tender \*\*\*\*\*\*\*\*, and that it has satisfactorily assessed actual conditions on site as well as the nature of work, \*\*\*\*\*\*\*\*, general and local conditions to be faced during performance of works, and has gained knowledge of all matters which may in any way affect the work or related costs. The undersigned hereby agrees that MOW Branch may not be held liable for any errors or omissions in this proposal.  
  
If a letter of award is issued to the undersigned, the undersigned agrees to execute the official contract \*\*\*\*\*\*\*\*ation as prepared by MOW Branch, to be signed within a reasonable time period after award.  
  
We also attach proof of the authority of the person signing this proposal to commit the bidder to this proposal and to the contract which will be executed accordingly.  
  
We also attach to this bid the proposal data as required in Chapter III of the Bid Submission Form to be treated as an integral part of this proposal.  
  
The bidder acknowledges that the statements submitted with its proposal and which are required to be included in a contract arising out of this proposal, were effected on this basis. The bidder also acknowledges that MOW Branch may, at its discretion, include any of the remaining statements made by the bidder in a contract to be signed in accordance with this proposal.  
  
The undersigned also acknowledges that it has received the following addenda to the tender \*\*\*\*\*\*\*\*, and has fully understood them and taken them into consideration; namely:  
  
Addenda Numbers:  
  
The undersigned hereby acknowledges that it understands that this bid will be evaluated by MOW Branch on the following basis:  
  
Technical Basis:  
  
1. Qualifications of key staff to be assigned to the project.  
  
2. Manpower: availability of support manpower to fulfill the requirements of the time schedule of the various tasks.  
  
3. The consultant's experience in similar projects.  
  
Financial Basis:  
  
1. Calculation of prices; reasonability of prices.  
  
2. Organizational capabilities to perform works.  
  
Work \*\*\*\*\*\*\*\*:  
  
The consultant shall provide a fully equipped engineering office in Jeddah, while part of the work may be performed in other offices of the consultant.  
  
Date: 1424H Name:  
Signature: Job Title:**

**Bidder's Address in the Kingdom of Saudi Arabia:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
The official power of attorney of Saudi companies shall be authenticated by a court of law as evidence that the power of attorney is issued by the bidder or by an officer of the bidder authorized to issue such power of attorney. The power of attorney shall be recent and valid.  
  
Important Note:  
All pages of the bid shall be stamped by the bidder. They may not be changed, altered or re-arranged in any way whatsoever. Any required \*\*\*\*\*\*\*\*s, or any \*\*\*\*\*\*\*\*s which the bidder decided to include shall be attached at the end of this bid.**

**Bid Forms**

**Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Bid Data**

**A) Information on the Bidder:  
  
1. Bidder's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_  
2. Company/Establishment Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
3. Bidder's Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Telex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Telegraph \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_  
4. Date and Place of Incorporation of Company/Establishment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
5. Bidder's Banker(s):  
-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
6. Authorized Capital (state \*\*\*\*\*alent in Saudi Riyals):  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
7. Bidder's Key Personnel (Names and Job Titles): (See table to follow).  
8. Licenses granted to perform work (licensing authority, date of issue, and validity):  
-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
9. Bidder's Address in the Kingdom of Saudi Arabia (if different than the address  
stated in item 3):  
-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
-\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Telegraph \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

**10. \*\*\*\*\*\*\*\*s:  
  
a) Number of the company's commercial registration or architectural/engineering license (for architectural/engineering works) in the Kingdom:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
b) Attach a copy of the commercial registration or architectural/engineering license with a translation into English.  
  
c) Attach the chamber of commerce membership certificate or architectural/engineering license with a translation into English.  
  
11. The bidder's status with the Department of Zakat and Income Tax in the Kingdom:  
  
The bidder who had performed works in the Kingdom shall attach a certificate issued by the Department of Zakat and Income Tax as evidence that it had paid all tax assessments due. Bidder's who did not perform any previous works in the Kingdom shall submit a declaration to that effect.  
  
12. Certificate from a recognized bank:  
  
A certificate issued by a bank recognized by Saudi Arabian Monetary Agency containing an evaluation of the company's capabilities, financial reputation and nature of work.  
  
13. Negligence and remissness:  
  
The bidder shall submit a declaration wherein stating that it was not negligent in the performance of any contract due to commercial or technical reasons.  
  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_1424H Signature:**

**B) List of Projects Performed Over the Past Five Years by the Bidder:**

**Projects  
  
Nature of Participation of the Bidder**

**Name**

**De\*\*\*\*\*\*ion**

**Place**

**Type of Work**

**Years of Performance**

**Value in**

**Saudi Riyals**

**Note: The bidder shall submit to the Ministry of Water, Mecca Region Branch, evidence of its capability to perform scope of work requirements as described in this RFP. For this purpose, the bidder shall submit (using Forms B and C) information on itself and its associates / joint venture partners / subcontractors, as appropriate.  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_1424H Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ما الذي يحدث بعد ذلك:  
  
تتقدم المكاتب الإستشارية بعروضها لتقديم الخدمات الإستشارية في مظاريف مختومة بالشمع الأحمر في الموعد المحدد لتقديم العروض، ويتم فتح المظاريف في الموعد المحدد لفتح المظاريف في جلسة يحضرها مندوبون عن مقدمي العروض، وتتم قراءة الأسعار فقط وبيان ما إذا كانت العروض المقدمة مستوفية للشروط الشكلية مثل عدد مظاريف العطاء وتقديم عرض فني وعرض مالي وتقديم الضمان البنكي الإبتدائي. وترفع الجلسة وتحال العروض المقدمة إلى لجنة دراسة وتحليل العروض (وهي لجنة تقوم الوزارة بتشكيلها لهذا الغرض).  
  
تقوم اللجنة بدراسة العروض ليس على أساس أقل عرض بل على أساس العرض الأنسب (في بعض الدول تتم الترسية على أقل العروض، ولكن في كثير من الدول تتم الترسية على مقدم العرض الأقدر على التنفيذ والذي يكون عرضه منطقيًا ومدروسًا، وهذه هي الطريقة المعتمدة في المملكة العربية السعودية). وتقوم اللجنة بإجراء مقابلات مع مقدمي العروض وتستفسر منهم عن أسباب تضمين بنود معينة أو وضع تحفظات معينة أو اقتراح معين. ثم تتخذ قرارها وتقدم تقريرًا إلى الجهة المختصة بالوزارة (تكون عادة الجهة المشرفة على المشروع)، وتوصي بمقدم العرض الذي تقترح اللجنة ترسية العملية عليه. وفيما يلي مثال على تقرير لجنة:**

**Saline Water Conversion Corporation**

**Study and Design Department**

**Draft**

**Memorandum on**

**Analysis of Bids**

**Engineering Services**

**for**

**Study and Design**

**of the**

**New Water Transmission Systems**

**(Shuaibah – Jeddah / Mecca / Taif)**

**(Ras Al Zore – Riyadh)**

**(Al Jubail – Qatif or Dammam)**

**Shaaban 1423H**

**(October 2002G)**

**Contents**

**I. Introduction**

**II. RFP Procedures**

**III. Bid Opening Procedures**

**IV. Analysis Procedures**

**V. De\*\*\*\*\*\*ion of Bids**

**VI. Findings**

**VII. Attachments**

**I. Introduction**

**In accordance with Supreme Economic Council Resolution No. 5/23 dated 23.3.1423H (4.6.2002G) to ratify the standards and requirements for participation of private sector entities in saline water conversion project which stipulate the agreement by and between Saline Water Conversion Corporation and Saudi Electricity Company to perform dual production projects to produce water and electricity at Shuaibah, Ras Al Zore and Al Jubail, provided that the government constructs water transmission lines from the three projects to user cities taking into consideration the synchronization of performance of pipelines with the performance of these projects.  
  
Therefore, SWCC has taken necessary action towards preparation of the specification, where it invited specialized companies to prepare engineering studies and submit specifications, drawings and time schedules required to announce the transmission systems for water produced by the (three) plants subject of the agreement in public tenders as described in the following table:**

**#**

**Plant  
Output Capacity  
(Million Gallons/Day)  
Pipelines  
Length of Line (Kilometers)**

**1**

**Shuaibah (Phase 3)**

**150-176**

**(a) Shuaibah – Jeddah  
(b) Shuaibah – Mecca – Taif**

**80**

**120**

**2**

**Ras Al Zore**

**150-176**

**Ras Al Zore – Riyadh**

**2x415**

**or**

**(1x415+1x100)**

**3**

**Al Jubail (Phase 3)**

**75**

**Al Jubail – Qatif  
or  
Al Jubail – Dammam**

**60**

**100**

**1. Shuaibah Plant Water Transmission Projects – 3:**

**(A) Shuaibah – Jeddah Water Transmission System Project:**

**This is a new pipeline extending 80 kilometers, a pumping station, as well as all system accessories, to be connected to the existing water transmission system which consists of a 120 kilometer long pipeline extending from Shuaibah (2) on the Red Sea (located 110 kilometers to the South of Jeddah), to the terminal tanks in Jeddah, and another 40 kilometer long pipelines extending from Jeddah terminal tanks to isolation valve no. 2 located at a distance of 80 kilometers from Shuaibah. This new project which extends from Shuaibah Plant to the isolation valve no. 2 will be connected to the existing system, and this project will be used for the transmission of approximately 80 gallons of desalinated water per day from Shuaibah (3) to Jeddah.**

**(B) Shuaibah – Mecca - Taif Water Transmission System Project:**

**This system consists of a 120 kilometer pipeline, pumping stations, tanks and systems necessary for the transmission of approximately 70 million gallons / day of desalinated water produced by Shuaibah (3) to Mecca and Taif.  
  
2. Ras Al Zore - Riyadh Water Transmission System Project:  
  
This project is designed for the transmission of water produced by Ras Al Zore Plant (located at approximately 100 kilometers to the North of Jubail Plants on the Arab Gulf Coast) estimated between 150 to 176 million gallons / day to the City of Riyadh. This project consists of pumping stations, tanks and necessary control systems, as well as the pipelines which can be constructed using either of the following options:**

**Option 1: Two parallel pipelines, approximately 415 kilometers long each extending from Ras Al Zore to Riyadh.**

**Option 2: One pipeline, approximately 415 kilometers long extending from Ras Al Zore to Riyadh, and another pipeline approximately 100 kilometers long extending from Ras Al Zore to Al Jubail plants to be connected to the existing Pipeline (C).**

**3. Al-Jubail – Qatif or Dammam Water Transmission System Project:  
  
This project is intended to feed some of the cities of the Eastern Province with the full production output of Al Jubail Plant (3), which is estimated at approximately 75 million gallons per day, by connecting this system to the existing water transmission system of the Eastern Province cities, either by connecting the projects in Dammam, or connecting them in the Qatif Province. This project consists of a pumping station, a pipeline and the systems required for the project.  
  
The services provided by the Consultant shall include, without limitation, the following:  
  
1. Selection of pipeline routes.  
  
2. Conducting land surveys, soil analysis and soil resistance studies.  
  
3. Performing hydraulic works.  
  
4. Designing systems and determining capacities required for the lines and the pumping stations.  
  
5. Preparation of technical specifications, drawings and time schedules.  
  
6. Assisting SWCC in replying to queries received from contractors.  
  
7. Assisting SWCC in bid analysis.  
  
The term of performance of works listed in items 1-5 shall be 6 months, and the contract term shall be one year.**

**II. RFP Procedures**

**On 14.7.2002, SWCC invited a number of specialized consulting companies to provide their engineering services and prepare studies and designs required to construct the three water transmission systems subject to conditions developed by SWCC.**

**Invitations was sent to the following consulting companies:**

**1. IPG Limited.**

**2. ILF Consulting Engineers**

**3. Bensben Co.**

**4. Electrowatt-Icono Engineering Co.**

**5. Drosh Consulting Co.**

**6. Penny and Associates Overseas Limited.**

**Bid submission deadline was set as 29.6.1423H, corresponding to 7.9.2002G. However, the bid submission deadline was extended to 21.7.1423H, corresponding to 28.9.2002G, and then extended again to 6.8.1423H, corresponding to 12.10.2002G, upon the request of the companies and in order to obtain thoroughly studied competitive bids.**

**III. Bid Opening Procedures**

**Six companies submitted their bids at 09:00 hours, Sunday 7.8.1423H, corresponding to 13.10.2002G. Bids were opened as described in the Report (Attachment 1), and prices were as follows:**

**Table 1**

**Prices at Bid Opening**

**Consultant**

**Bid Value in Saudi Riyals**

**Remarks**

**Shuaibah/ Jeddah and Shuaibah / Mecca / Taif**

**Ras Al Zore / Riyadh**

**Jubail / Qatif or Jubail / Dammam**

**Total Bid Value**

**IPG**

**5,202,393**

**4,454,344**

**3,468,262**

**13,125,000**

**Submitted copy of bank guarantee in English**

**ILF**

**2,241,120**

**3,828,010**

**1,148,726**

**7217,856**

**Submitted bank guarantee in the standard approved format**

**Bensben**

**11,174,720**

**9,905,030**

**8,208,930**

**29,288,680**

**Submitted a bank guarantee in English.**

**Electrowatt-Icono**

**2,800,000**

**7,200,000**

**5,300,000**

**15,300,000**

**Did not submit a bank guarantee**

**Drosh Consult**

**2,566,369**

**3,393,204**

**1,858,192**

**7,817,765**

**1. Submitted a bank guarantee in English.  
2. Bid 7,426877 if awarded the three projects.**

**Penny & Associates**

**5,830,000**

**8,125,000**

**5,045,000**

**19,000,000**

**Submitted bank guarantee in the standard approved format**

**IV. Analysis Procedures**

**As approved by H.E. Deputy Governor for Technical Affairs and Projects in writing on the letter submitted to His Excellency under no. 12/34188 dated 6.8.1423H (13.10.2002G) to form a technical committee to study and analyze bids, chaired by Acting Director General of Projects and Design, and consisting of the following members:  
  
1. Engineer Saleh Mohamed Al Najdi  
2. Engineer Ahmad Hussein Qassem  
3. Engineer Saleh Abdulkareem Al Sodais  
4. Engineer Khalid Ahmad Al Jandal  
5. Engineer Walid Saleh Basudan  
6. Engineer Saleh Abdullah Al Wabel  
7. Engineer Abdulrahman Al Juhani  
  
The committee commenced its analysis tasks in accordance with the following plan:  
  
1. Technical study of bids to assess compliance with conditions and specifications.  
  
2. Review of figures and calculations in all bids.  
  
3. Copying prices to comparison tables.  
  
4. Ascertaining that all required \*\*\*\*\*\*\*\*s are included in the bid.  
  
5. Financial analysis of the bids.  
  
The committee prepared the following tables:  
  
Table 1: Showing prices at bid opening.  
  
Table 2: Prices of main items of Shuaibah/Jeddah and Shuaibah/Mecca-Taif Project.  
  
Table 3: Prices of main items of Ras Al Zore – Riyadh Project.  
  
Table 4: Prices of main items of Jubail/Qatif or Dammam Project.  
  
V. De\*\*\*\*\*\*ion of Bids  
  
(A) ILF Bid:  
  
ILF submitted a bid for SR 7,217,856, which is the lowest bid. Analysis of bids shows the following:  
  
·The consultant submitted a statement listing its experience and similar projects it had previously performed, including projects performed for SWCC such as Eastern Province Water Transmission System (EPWTS), Medina-Yanbu MTTS, Third RWS, and RWTS (A,B) lines.  
  
·The bid is considered one unit for covering the three projects.  
  
·The bidder signed the \*\*\*\*\*\*\*\* of compliance with tender conditions.  
  
·The bidder complies with the time schedule of the three projects.  
  
·The bidder attached an appendix containing its financial proposal, including some general conditions, constraints and technical reservations.  
  
·The bidder stated that its bid is based on establishing an office in Riyadh and hiring a resident liaison engineer. The amount of SR 966,000 was included for this office for 12 months.  
  
·The bidder stated that its bid is based on conducting survey works for a span of 346 kilometers for the three projects, and has specified the number of borings required for the pipes and plants.  
  
·The bidder provided the method of performance of the three projects.  
  
·The bidder prepared the concept of the three projects with the following assumptions:  
  
1. Use of \*\*\*\*l pipes.  
  
2. Closed system.  
  
·The Consultant submitted a complete explanation, and described the program for calculation of hydraulics in stability and movement states. The bidder explained the contents of the Consultant’s hydraulic program.  
  
·The bidder did not attach the schedule of main activities and works of the three projects.  
  
·The bidder did not mention that its study of the increased capacity of the Shuaibah-Jeddah line, but stated that the line will have a capacity of 80-90 million gallons per day, with a diameter of 64 inch and a length of 80 kilometers.  
  
·The bidder submitted detailed technical data which is difficult to study and approve during this phase, such as the pipe diameter, pumps, numbers of pumps, operating pressure, number of isolation valves, \*\*\*\*\*\*\*\*s, selection of routes, etc.  
  
·The bidder stated that for Ras Al Zore project, the connection point will be the high point HPT.  
  
·The Consultant did not understand what is required for the third project (Jubail – Qatif or Jubail – Dammam), and stated that it will conduct a technical study as to the possibility of connecting the line at Qatif and pumping water through the existing Eastern Province pipelines (opposite direction).  
  
·The bidder did not submit the organization structure for the management of the project.  
  
·The bidder did not submit a statement of financial position.  
  
(B) Dorsh Consult Bid:  
  
This company submitted a bid for SR 7,817,765, which is the second lowest bid. The bidder offered a reduction of 5% if all of the three projects are awarded to it. The bidder submitted a declaration of compliance with SWCC’s specifications and conditions. There are some comments on the bid as follows:  
  
1. Some of the works are assigned to subcontractors who are not pre-qualified by SWCC.  
  
2. Time Overrun of the 12 months period to complete works.  
  
3. Listing too many technical points which require further clarification.  
  
4. Placement of the Ras Al Zore Project connection point at the high point (HPT), which is not yet determined.  
  
(C) IPG Bid:  
  
This company submitted a bid for the provision of engineering services for the three projects, with a total bid value of SR 13,125,000. This bid comes in third place as compared to bids received. It is 81.8% higher than the lowest bid. Technical analysis of the bid shows that it is in compliance with SWCC’s conditions for each project with certain comments. The main point stated in the bid is that it recommends use of a closed system in the design of these projects, and prefers it to the open system because the closed system is of a later design, as expressed in the bid, and the bidder lists the features of this system. In respect of Ras Al Zore Project, the bidder stated that it prefers the first option (two lines from Ras Al Zore to Riyadh) and described this option as a safe transmission system. It also listed the advan\*\*\*es of this option.  
  
In respect of the Jubail – Eastern Province City projects, it stated that there are two options for connection with the existing system.  
  
In the financial aspect, the following is noted in the bid:  
  
·The bidder assumes that is will be exempt from customs duty, and therefore its bid does not include any customs duty.  
  
·The bidder requires as a condition an advance payment of 51% for each project.  
  
·The bidder did not comply with the percen\*\*\*es of each item as specified in the prices schedule and distributed prices on each of the item in a different way.  
  
·The bidder stated that the validity of the total price of each project is conditional upon acceptance of the bid for all of the three projects.  
  
·The bidder stated that the total price of each project includes only 2 man-visits and 6 man-days, which is very little.  
  
(D) Electrowatt-Icono Bid:  
  
This company did not submit a bid bond, and therefore its bid was eliminated for failure to comply with SWCC’s conditions and specifications.  
  
(E) Penny & Associates Bid:  
  
(F) Bensben Limited Bid:  
  
This company submitted a bid for SR 29,288,680. Review of calculations revealed a total bid value of SR 24,938,680 which is 246% higher than the lowest bid. The bidder submitted a bid for the liaison office in Riyadh for a sum total of SR 1,450,000 for each project separately. The technical bid contained many new technical issues. There were several comments on the bid, including:  
  
1. Soil analysis is limited to the new routes which shall be along the existing line routes to the extent possible.  
  
The term to completion of works is 9 months instead of 6 months.  
  
A down payment of 15%.  
  
Lack of understanding of the Jubail-Eastern Province cities project, as the bidder proposes connecting at to Ras Al Zore.  
  
5. Designation of a separate liaison office for each project for a period of ten months only, and including it in the basic bid.  
  
6. The bid price is very much exaggerated.**

**Table (2)**

**Prices of Main Bid Items**

**for (Shuaibah/Jeddah) (Shuaibah/Mecca-Taif) Project**

**Item**

**Bids (SR)**

**ILF**

**Drosh Consult**

**IPG**

**Study Phase services**

**224,800**

**384,955**

**1,560,718**

**Route Determination and Soil Testing Services**

**226,650**

**384,955**

**-**

**Preliminary Design Phase Services**

**438,070**

**384,955**

**780,359**

**Design Phase Services**

**1,225,150**

**1,154,866**

**1,560,718**

**Tender Phase Services**

**126,450**

**256,637**

**520,239**

**Total**

**2,241,120**

**2,566,369**

**5,387,305**

**Table (3)**

**Prices of Main Bid Items**

**for (Ras Al Zore - Riyadh) Project**

**Item**

**Bids (SR)**

**ILF**

**Drosh Consult**

**IPG**

**Study Phase services**

**267,400**

**508,981**

**1,336,303**

**Route Determination and Soil Testing Services**

**1,600,160**

**508,981**

**-**

**Preliminary Design Phase Services**

**500,000**

**508,981**

**668,152**

**Design Phase Services**

**1,334,000**

**1,526,942**

**1,336,303**

**Tender Phase Services**

**126,450**

**339,320**

**445,434**

**Total**

**3,828,010**

**3,393,204**

**4,454,344**

**Table (4)**

**Prices of Main Bid Items**

**for (Jubail/Qatif or Dammam) Project**

**Item**

**Bids (SR)**

**ILF**

**Drosh Consult**

**IPG**

**Study Phase services**

**145,440**

**278,729**

**1,040,479**

**Route Determination and Soil Testing Services**

**195,870**

**278,729**

**-**

**Preliminary Design Phase Services**

**190,630**

**278,729**

**520,239**

**Design Phase Services**

**553,560**

**836,186**

**1,040,479**

**Tender Phase Services**

**63,226**

**185,819**

**346,826**

**Total**

**1,148,726**

**1,858,192**

**3,468,262**

**VII. Findings**

**Members of the Committee:**

**Engineer Saleh Abdullah Al Wabel Engineer Saleh Mohamed Al Najdi**

**Engineer Ahmad Hussein Qassem Engineer Saleh Abdulkareem Al Sodais**

**Engineer Khalid Ahmad Al Jandal Engineer Walid Saleh Basudan**

**Engineer Abdulrahman Al Juhani**

**Committee Chairman**

**Acting Director General**

**Studies and Design Department**

**بعد ذلك يتم توجيه خطاب ترسية إلى الإستشاري الفائز لإبلاغه بترسية العقد عليه. وفيما يلي مثال على خطاب ترسية:**

**Saudi Geological Survey**

**No. 435/AM/24**

**Date 12.03.1424H**

**13.05.2003G**

**Messrs. Intergraph Saudi Arabia**

**P.O. Box 54668**

**Riyadh 11524**

**Greetings,**

**With reference to your bid for the digitized geological maps project tender announced by SGS.**

**We are pleased to inform you that you were awarded this project. Please submit to us within ten (10) days a performance bond of 5% of contract value and authorize a representative to sign the contract on your behalf.**

**We would like to thank you for your participation and look forward to future cooperation.**

**Regards,**

**Abdullah Mahmood Abdulghaffar**

**Acting Director General, Administration and Finance**

**أما في حالة عدم فوز الإستشاري بالعملية، يقوم صاحب العمل بإرسال خطاب اعتذار للإستشاري وخطاب إلى البنك الذي أصدر الضمان الإبتدائي ويعيد أصل الضمان الإبتدائي إلى البنك، وذلك على النحو التالي:**

**Saudi Geological Survey**

**No. 435/AM/24**

**Date 12.03.1424H**

**13.05.2003G**

**Messrs. Intergraph Saudi Arabia**

**P.O. Box 54668**

**Riyadh 11524**

**Greetings,**

**With reference to your bid for the digitized geological maps project tender announced by SGS.**

**We regret that your above mentioned bid was not successful. We have released your bid bond submitted to SGS as part of your above mentioned bid by our letter no. 383/AM/24 dated 5.3.1424H (copy attached).**

**We would like to thank you for your participation and look forward to future cooperation.**

**Regards,**

**Abdullah Mahmood Abdulghaffar**

**Acting Director General, Administration and Finance**

**Saudi Geological Survey**

**No. 383/AM/24**

**Date 05.03.1424H**

**06.05.2003G**

**Encls: Original Bid Bond**

**Messrs. Saudi British Bank**

**Regional Head Office**

**Riyadh**

**Greetings,**

**Please find attached herewith the original bid bond no. 04-030380 for a sum total of SR 110,000 submitted by Messrs. Atheeb Intergraph for the Digitized Geological Maps Project Tender.**

**Please be informed that we would like to release the above mentioned bid bond.**

**Please take necessary action and notify us.**

**Regards,**

**Abdullah Mahmood Abdulghaffar**

**Acting Director General, Administration and Finance**

**بعد ذلك يتم التفاوض على الشروط النهائية للعقد ويتم توقيع العقد بين صاحب العمل والإستشاري. ويكون العقد بالصيغة التي سبق بيانها آنفًا.  
  
يقوم الإستشاري بدراسة كل ما يحتاجه المشروع ويضع التصاميم ومستندات المنافسة (المناقصة) لتنفيذها من قبل شركة مقاولات متخصصة. ويقوم صاحب العمل بالإعلان عن المنافسة ويدعو الشركات المتخصصة لتقديم عروضها. وعلى الراغبين في التقدم للمنافسة شراء مستندات المنافسة من صاحب العمل (يمكن أن تصل قيمة بعض مستندات المنافسات وخصوصًا في عقود التشغيل والصيانة إلى مليون دولار أو أكثر بحسب قيمة المشروع. والهدف من رفع قيمة مستندات المنافسة هو استرداد بعض التكاليف التي تكبدها صاحب العمل في إعداد الدراسة، ولكن الأهم هو أن هذا المبلغ الكبير يعتبر حاجزًا أمام الشركات غير الجدية أو غير القوية بما فيه الكفاية لتنفيذ المشروع).  
  
يحتوي الملحق الثالث "عينات مترجمة" على مستندات منافسة صرف صحي باللغتين العربية والإنجليزية للإطلاع عليها.**