ΠΡΕΣΒΕΙΑ ΤΗΣ ΕΛΛΑΔΟΣ ΣΤΟ ΜΑΡΟΚΟ
ΓΡΑΦΕΙΟ ΟΙΚΟΝΟΜΙΚΩΝ & ΕΜΠΟΡΙΚΩΝ ΥΠΟΘΕΣΕΩΝ
ΚΑΖΑΜΠΛΑΝΚΑΣ

ΕΠΕΙΓΟΝ - ΑΔΙΑΒΑΘΜΗΤΟ

Καζαμπλάνκα, 30 Σεπτεμβρίου 2015

Α.Π. Φ. ΟΙΚ.2800/ΑΣ 2013

ΠΡΟΣ : ΠΙΝΑΚΑΣ ΑΠΟΔΕΚΤΩΝ **(μέσω ημών σε ηλεκτρονική μορφή)** **(μ.σ.)**

ΚΟΙΝ. : Υπουργείο Εξωτερικών
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- Α6, Β1, Β3, Β6 και Β8 Δ/νσεις
- Πρεσβείες Μόσχας, Ουάσιγκτων και Γραφεία ΟΕΥ αυτών
- Πρεσβεία Ντόχα

Ε.Δ. : Πρεσβεία Ραμπάτ

ΘΕΜΑ : Μαροκινό πρόγραμμα φυσικού αερίου. Προκήρυξη διεθνούς διαγωνισμού.
ΣΧΕΤ. : α) Έγγραφό μας ΑΠΦ. Οικ.2800/ΑΣ 196/23.9.2015
β) Έγγραφο ΑΠ343/9.9.2014/Πρεσβείας Ραμπάτ (μη προς όλους)
γ) Έγγραφό μας ΑΠΦ.ΟΙΚ 2370/ΑΣ 175/1.9.2015 (μη προς όλους)
δ) Έγγραφο Απφ 1554.3/ ΑΣ 321/2.9.2015 (μη προς όλους)

Σε συνέχεια ανωτέρω α' σχετικού, παραθέτουμε, κατωτέρω, ηλεκτρονική παραπομπή σε προκήρυξη διεθνούς διαγωνισμού (τεχνική μελέτη και τεχνικό σύμβουλο) πρώτου σταδίου προγράμματος φυσικού αερίου (GAS TO POWER) που προκηρύσσει οργανισμός ηλεκτρισμού Μαρόκου ONEE http://www.one.org.ma/

Προς πληρέστερη ενημέρωση και διευκόλυνσή σας, επισυνάπτουμε, σε ηλεκρονική μορφή, περιγραφή έργου. Τεύχη δημοπρατήσεως βρίσκοται διαθέσιμα στην ίδια πηγή. Προθεσμία υποβολής των προσφορών ορίζεται η 21η Οκτωβρίου και τοπική ώρα 10:00.

Παρακαλούμε για την ενημέρωση των μελών σας.

Ο Προϊστάμενος

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KINGDOM OF MOROCCO

المكتب الوطني للكهرباء و الماء الصالح للشرب

Office National de l'Electricité et de l'Eau Potable

OFFICE NATIONAL DE L'ELECTRICITE ET DE L'EAU POTABLE

GAS TO POWER PROJECT

TENDER N° SP 488 646

FOR:

TECHNICAL ASSISTANCE AND ADVISORY FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

September 2015

IMPORTANT NOTE: This is a non-binding English translation of the Tender document No SP 488 646. In case of contradiction between the English and French version, the French version will be given precedence.

PREAMBLE

Considering the significant changes taking place at the international level in terms of energy supply and the protection of the environment, the Kingdom of Morocco has established a new national energy strategy in order to secure its supply at the best cost while conducting its energy transition with pragmatism and anticipation.

In this regard, and in order to secure the national growing electricity demand, the Kingdom of Morocco set the target along with the development of renewable energies, to diversify its fuel supply sources, namely through a larger share of natural gas in its energy mix.

Also, the massive introduction of natural gas in the national energy mix is envisaged for the following key considerations:

- To ensure that the countries medium and long term electricity needs are met, which are evolving at an average annual rate of 6%;
- To diversify the electricity mix and the country's sources of natural gas supply;
- To address technical constraints and intermittences generated by the intensive expansion of renewable energies in the national energy mix;
- To meet the challenges of the stability of the national electrical system thanks to the flexibility offered by CCGT (Combined Cycle Gas Turbine) technology.
- To contribute to reducing the impact of the national energy system on the environment.

In this context, a National Plan for the Development of the Use of Natural Gas was initiated. The key objectives of this plan is mainly to meet the needs of the electricity sector and to creat added value by involving national and international energy operators and industrials , as well as national and international financial institutions for the development of a real gas sector in Morocco open to all potential users, namely to industrial players.

Therefore, a progressive approach has been adopted to implement this plan in two phases:

- 1st phase: "Gas to Power": it concerns the implementation of gas and power infrastructures planned within the framework of this plan;
- 2nd phase: "Gas to Industry": to be implemented in a second phase involving the extension of the use of natural gas to the industrial sector.

The 1st "Gas to Power" phase, defined herewith as (the "**Project**" or "**Gas to Power Project**") is regarding the building of the following gas and power infrastructures:

- the maritime Jetty at Jorf Lasfar;
- The LNG importing Terminal, including the LNG storage at Jorf Lasfar;
- 2400 MW capacity of combined cycle power plants (CCGTs). These units will use the natural gas provided by the LNG importing Terminal;
- Connecting natural gas pipelines to the combined cycle power plants and eventually the natural gas underground storage facilities;
- As well as the high pressure gas pipeline that will connect the LNG Terminal to the existing Maghreb Europe high pressure gas pipeline (GME);

ONEE plans developing and carrying out the Project during the 2015-2025 period, and schedules to operate the gas infrastructures at the latest by early 2021, and the CCGT power plants progressively between 2021 and 2025.

The annual forecasted natural gas consumption is estimated at 5 Bcm from 2025, of which 3.5 Bcm for the CCGT power plants and 1.5 Bcm for the industrial sector.

The Gas to Power Project will be developed as part of the private generation of electricity, and the steering and the implementation of the Project is granted to ONEE, in accordance with the legislation and regulation in force, namely the Law 40-09 pertaining to ONEE.

The Gas to Power Project shall therefore be composed of the following four key sub-components:

- Sub-component 1: The LNG Terminal;
- Sub-component 2: The high-pressure natural gas transmission pipeline connecting the LNG Terminal and the Maghreb Europe Pipeline (GME) and the compressor station(s) if necessary;
- Sub-component 3: The (CCGT) 1 200 MW combined cycle power plants in Jorf Lasfar;
- Sub-component 4: The (CCGT) 1 200 MW combined cycle power plants in Dhar Doum;

The LNG Terminal will be composed of (i) the jetty for the reception of tankers, (ii) liquefied natural gas storage tanks and (iii) a LNG regasification unit. It will have an annual capacity of 5 billion Nm^3 intended to meet the natural gas requirements of the power and industrial sectors.

The 400 km long high-pressure natural gas transmission pipeline will connect the LNG Terminal to the Maghreb Europe Pipeline (GME) and will deliver natural gas to the future sites of the ONEE CCGT power plants. This gas pipeline will supply the combined cycle power plants throughout its entire route as well as the industrial units. Accordingly, Tie-in points are planned all along the gas pipeline to deliver the different consumption points with natural gas.

ONEE has a portfolio of sites allowing the implementation of a total power generation capacity of 6 300 MW in CCGT power plants:

- The Jorf Lasfar site, which beyond the LNG Terminal, will also accommodate The Jorf Lasfar Combined-cycle Power Plant with a total capacity of 1 200 MW;
- The Dhar Doum site, located about 120 km south of Tangier, able to accommodate The Dhar doum Combined-cycle Power Plant with a total capacity of 1 200 MW;
- The Mohammedia site, located 140 km away from Jorf Lasfar which will accommodate a CCGT of 450 MW developed through the conversion of existing 3 x 100 MW Gas Turbines;
- The Kenitra site, located 240 km away from Jorf Lasfar, which will accommodate a CCGT of 450 MW developed through the conversion of existing 3 x 100 MW Gas Turbines;
- The Oued El Makhazine site, located 120 km south of Tangier, able to accommodate a combined cycle power plant with a total capacity of 1 200 MW;
- The Al Wahda site, located close to the M18 point of the GME, and able to accommodate a combined cycle power plant with a total capacity of 1 200 MW;
- The Tahaddart II site, where an additional capacity of 600 MW in CCGT could be developed.

As part of the Gas to Power Project, ONEE plans on developing 2 400 MW in CCGT; 1 200 MW in Jorf Lasfar and 1 200 MW in Dhar doum.

For the implementation of the Gas to Power Project, a reference strategic partner (company or group of companies) in LNG supply, regasification, transmission of natural gas and power generation, shall be selected as part of an open international tender, which will take place in two steps:

- Step 1: A Call for Expression of Interest, by way of which ONEE shall select a Restricted List of Pre-qualified candidates (shortlist) for the development, financing, construction and operation of the Gas to Power Project.
- Step 2: A tender to the prequalified candidates in Step 1, for the development, financing, construction and operation of the Gas to Power Project.

National partners (operators in the energy, industrial sectors and/or financial institutions) will also be selected through a competitive process to partner up with said strategic partner for the development of the Project.

The successful bidder of the above-mentioned tender will establish with ONEE and the selected national partners one or several company (ies) incorporated under Moroccan law. This (these) company (ies) will be responsible of the development, financing, construction and operation of the Gas to Power Project.

The contractual framework of the Project will define the different contracts of the Project as well as the contracting parties for each of these contracts. Considering that this is a project developed within the framework of the private generation of electricity, ONEE will purchase all of the net electric energy generated by the CCGT power plants relating to the Project as part of the Power Purchase Agreement (PPA) to be concluded between ONEE and the Company/Companies concerned with the Project.

To properly carry out the Gas to Power Project, ONEE intends to seek assistance by renowned Technical, Legal, Commercial and Financial Advisors, throughout the process of development of the Project, including the study of the LNG market, the definition of the institutional structuring of the project, the preparation of tender documents, the evaluation of the offers, the negotiation and the contracting.

ROYAUME DU MAROC

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Specific Provisions of the Tender

I. OBJECTIVE OF THE TENDER

The objective of this Tender is the selection of the Assistant and Technical Advisor, which will provide support to ONEE for the development of the Gas to Power Project.

The Assistant and Technical Advisor shall be called upon to undertake the listed technical consultation services as part of this Tender and which will be subject to an Assistance and Technical Advisory Contract with ONEE. These services are delivered by a multidisciplinary team, which is required to include, but not limited to, experts in the field of engineering of port infrastructures, of regasification and LNG terminals, of high-pressure natural gas transmission pipelines and of combined cycle power plants. This advisory workbook is structured into three sections:

- Specific Provisions of the Tender;
- General Provisions of the Tender – Tender and awarding of the Contract;
- General Provisions of the Tender – Engagement Phase

II. REQUESTED SERVICES

The Assistant and Technical Advisor undertakes to carry out the technical advisory services in favor of ONEE in coordination with the Commercial, Financial and Legal Advisors selected by ONEE throughout the process of the development of the Gas to Power Project up to the completion of the contractualization of the Project documents.

In this context, the Assistant and Technical Advisor's missions include four missions, which are detailed hereafter:

All of the deliverables to be provided by the Advisor as part of the technical assistance contract must be drafted in the French language. It should be clearly drafted, comprehensible, and should include terminology used in the different disciplines. A document that is judged to be poorly drafted could be refused by ONEE without the Advisor being able to claim any compensation.

Mission 1: Call for Expression of Interest for the Gas to Power Project and the technical evaluation of the pre-qualification dossiers:

Two weeks after the service order to start mission 1, and in conjunction with ONEE, the Assistant and Technical Advisor, shall establish in coordination with the Financial and Legal Advisors previously selected by ONEE, the bidders' selection criteria of the Call for Expression of Interest for the Gas to Power Project. He shall prepare and communicate, in accordance with the other ONEE's Advisors, a list of companies, which could potentially be interested in participating in the Call for Expression of Interest. For each of these companies, the Advisor shall describe their technical experience in projects similar to the Project.

Once the bids have been received, the Advisor shall present to ONEE, within two weeks, an initial technical evaluation report of the bids. It should be noted that the Advisor will have to previously elaborate a report with recommendations relating to the technical qualifications of each bidder. The evaluation of the bidders will be based on the criteria indicated in the Call for Expression of Interest.

Mission 2: Gas to Power Project feasibility study

Upon notification by ONEE of the service order to start mission 2, focused on the feasibility study of the Gas to Power Project, the Assistant and Technical Advisor shall undertake the studies and works of the mission 2, described hereafter and shall have a maximum deadline of (4) months to carry out this second mission and to elaborate the different related reports.

During the completion of the feasibility study of the Gas to Power Project, the Assistant and Technical Advisor must visit the different Project sites (LNG Terminal site, CCGT power plant sites in Jorf Lasfar and Dhar Doum) and carry out the investigations and collect the technical and economic data necessary for the elaboration of the Project. The following activities are part of this Mission:

1- Study of sites designated for the implementation of Sub-components of the Gas to Power Project

This study shall include:

- Researching the locations of the necessary resources for the development of the LNG terminal, the Gas Pipeline and the CCGT power plants (the land, maritime access, accessibility to utilities, road access, zoning, etc.);
- Gathering available information concerning use of the sites, including geotechnical data and underground obstacles;
- Gathering information concerning the requirements and availabilities in terms of resources and utilities for the LNG terminal, the Gas Pipeline, and the CCGT power plants (water resources, electric resources, cold and hot sources, thermal exchange, etc.);
- Gathering detailed information required for the Gas pipeline routing to , such as the geomorphology, the land use; the nature of the soil; the development plan of the areas that will be crossed by Gas pipeline, as well as the climatic conditions (rainfall, insolation, etc.);
- Gathering detailed information on the maritime access, such as the existing traffic, the available draught, the maritime and climatic conditions, etc. ;
- Identifying the zoning applicable and the necessary permits for each site;
- Etc.

2- Conceptual Engineering Study:

The Assistant and Technical Advisor shall carry out his own investigations to propose the optimal configuration of the new LNG Terminal and of the CCGT Power Plants by opting for a comparison (technical and economic) of the key possible configurations for the implementation of this new LNG Terminal and of the CCGT Power Plants. Also, the Advisor shall have to carry out all of the necessary investigations to propose the optimal routing for the gas pipeline.

For each configuration proposed for the LNG Terminal, the Assistant and Technical Advisor must take into account the optimization of the integration of the LNG Terminal with the LNG receiving port and the neighboring areas, and study the different possible synergies with the Jorf Lasfar CCGT Power Plant (thermal and / or energy exchanges, optimization of CAPEX and OPEX costs and of these two sub-components). This is all shall be in accordance with security codes, regulation, requirements and standards used for the construction and operation of such installations.

The conceptual engineering study must include:

- The description of the Project (this description shall include a presentation of the technology offered for each sub-component, their technical performance, their maturity, the potential developers and manufacturers of this technology);
- For the CCGT power plants, the description of the different possible configurations according to the size of the combined cycles (approximately between 400 MW and 600 MW) and the flexibility of operation of these power plants;
- The initial scaling of the components of the LNG Terminal, the gas pipeline, the CCGT power plants and of one/several compressor station(s) if the study demonstrates its/their necessity;
- The initial layout of the LNG Terminal and of the CCGT Power Plant and of the compressor station(s) if necessary;
- The topographical and geotechnical works for the route of the gas pipeline on the map at a scale of $1/50000^{th}$ using photos and aerial coverage for illustrations at a scale of $1/4000^{th}$ on a 600 m strip starting from the KP of the starting point to the KP of the arrival point. Particularly, this illustration must highlight the implantation axis of the future pipe, the changes of direction, the crossing points with roads , possible buried pipes, railways, rivers, etc., and the distances to respect with regard to existing obstacles, the preparation of the land use and mapping and the cadastral surveys throughout the route of the buried pipe;
- The preliminary thermal balance sheets for each of the sub-components while highlighting the potential synergy (thermal and/ or energy) exchanges among the different sub-components of the Gas to Power Project, namely the LNG terminal and the combined cycles;

- The processes flow diagrams and material balances;
- The execution schedules for each component of the Project, and a general execution schedule for the Gas to Power Project;
- The physical and environmental constraints;
- The logistical aspects (accessibility, communications,...);
- The interference with other infrastructure projects;
- Etc.

3- Risk study for the implementation of the Gas to Power Project (Hazid study):

This risk study (Hazid study) shall consist in identifying, analyzing, assessing and classifying for the site of the LNG terminal, the route of the gas pipeline and the sites for the CCGT power plants, the potential risks related to the introduction and the use of the LNG and natural gas in the considered areas and the neighboring regions. This study must include, but should not be limited to:

- The risk study relating to the reception of tankers;
- The risk study relating to the transmission of LNG between the tankers and the LNG storage tanks;
- The risk study relating to the storage of LNG;
- The risk study relating to the transmission of natural gas;
- The risk study relating to environmental pollution (air, water, soil, noise, etc.);
- The risk study relating to the operation of the LNG terminal (fire hazard, explosion hazard, etc.);
- The risk study relating to the implementation of the LNG Terminal and of The Jorf Lasfar Combined-cycle Power Plant on the same site;
- The risk study relating to the implementation of the Dhar Doum Combined-cycle Power Plant;
- Etc.

Following the works specified here above and all the additional investigations necessary to properly carry out a complete study of the risks for the location of the new LNG Terminal, the CCGT power plants and the gas pipeline, the Assistant and Technical Advisor shall elaborate a **detailed risk study report**, with recommendations concerning the optimal solution for the implementation of the new LNG Terminal, the CCGT power plants and the Gas Pipeline, namely taking into account the security codes and the applicable standards and regulation for each of these components of the Project.

4- Estimation of the investment costs CAPEX, and the operating and maintenance costs OPEX:

For each configuration for the implementation and for each sub-component (LNG Terminal, The Jorf Lasfar Combined-cycle Power Plant, high-pressure gas pipeline, compressor station(s) if necessary and The Dhar Doum Combined-cycle Power Plant), the Assistant and Technical Advisor, shall proceed with an estimation of the investment costs of each of the sub-components of the Project as well as the annual operating and maintenance costs for each of the examined configurations.

The estimated costs of each sub-component shall be provided in foreign and local currency at ± 10 % according to the breakdown shown in Appendix L. All of the prices shall be stated exclusive of taxes and of customs duties.

The annual operation costs shall include the fixed and variable costs on the basis of the standard costs applied at the national and international level.

The annual maintenance costs shall include the corrective and preventive maintenance costs. For the assessment of the preventive maintenance costs, the Assistant and Technical Advisor shall provide the schedule and the execution costs for the operational maintenance based on the operating hours of the facilities.

5- Execution schedule of the Project:

A general execution schedule for the Project must be provided by the Assistant and Technical Advisor, and presented in the form of a Gantt diagram. For each sub-component of the Project, the Advisor shall provide a detailed schedule. These schedules shall namely be composed of the following categories, subdivided if necessary:

- Bidding Process;
- Project Funding Process;
- Contractualization Process;
- Engineering works;
- Detailed front-end engineering design;
- Site surveys;
- Procurement
- Manufacturing;
- Delivery;
- Installation/construction;
- Commissioning tests;
- Commissioning.

6- Final report of the feasibility study

After completion of the works specified here above and the execution of all of the additional engineering services requires to properly carry out a complete feasibility study of the Gas to Power Project, the Assistant and Technical Advisor shall submit the **Report of the feasibility study** which integrates the requested services in points 1 to 5 of Mission 2. This report shall also highlight recommendations concerning the optimal configuration of the Project. The final report will be elaborated after the integration of ONEE's observations.

Mission 3: Elaboration of the technical specifications of the Project and of the Tender documents

The objective is to establish a sufficient technical definition of the Project to enable ONEE to properly define all of the contractual obligations for the Gas to Power Project on the basis of a BOOT.

At this stage, all of the additional design engineering aspects that are required to finalize the configuration of the Project must be studied by the Advisor. These studies must include, but not limited to the following aspects for each sub-component of the Project (LNG terminal, gas pipeline and CCGT Power Plants):

- Collect the specific operational characteristics of the various equipment from suppliers according to the sites' conditions;
- Elaborate technical specifications for the major equipment and facilities;
- Prepare the layouts and PID diagrams of the facilities;
- Prepare the roads and the drainage facilities drawings;
- Coordinate the development and prepare the technical documents for the permits incumbent on ONEE which are necessary for the completion of the Project;
- Detail the requirements of the connection interface between the different facilities and sub-components of the Project;
- Finalize the selection of the facilities and equipment, the estimation of costs of the Project, and the Project timeline;
- Prepare the technical specifications (engineering, procurement and construction) of the Sub-components of the Project;
- Define the facilities' requirements in terms of performance warranties of (Heat loss on the storage tanks, electricity consumption, emissions, availability, specific consumption, maintenance, operation, etc.);

- Prepare the instructions to Bidders with regard to the technical part;
- Provide all of the necessary information for the implementation of the Environmental and Social Impact of the Project, etc.;
- Review and comment the Environmental and Social Impact of the Project carried out by ONEE.

1- Preparation of Design Basis:

Design Basis must address and carry out but not limited to the following services and studies:

- The general specifications of the equipment;
- The Basis of Design objectives , proposed processing schemes, utility requirements (water, electricity, telecom...), plot layout, impact on existing equipment
- The standards and regulation to use;
- plant and equipment identification dimension and characteristic, design life, turndown, operation and maintenance, energy conservation, energy consumption
- Outline of process description;
- Process Flow Sheets;
- Electricity and instrumentation, Control and automation;
- Control philosophy, control room, control system, field equipment ;The study of fire protection systems, security systems;
- The civil engineering works as well as the geotechnical and seismic criteria of the design;
- The mechanical facilities;
- Other miscellaneous facilities;
- HSE requirements;
- Any other necessary and relevant information.

2- Preparing the Front-End Engineering Design (FEED) Package:

After preparing the Design Basis, the Assistant and Technical Advisor will prepare the front-end engineering design for the Sub-components of the Gas to Power Project.

The locations of the LNG Terminal, The Jorf Lasfar Combined-cycle Power Plant and The Dhar Eddoum Combined-cycle Power Plant will be communicated by ONEE. The Assistant and Technical Advisor will optimize the location of the equipment of these Project Sub-components and will define the maximum capacity that can be accommodated in each location. The Assistant and Technical Advisor will establish a layout for each site. This layout will highlight the area allocated to the Sub-component required capacity, in the framework of the Project, and the area allocated for additional future capacities. .

It must be noted that during the dimensioning of the LNG Terminal and the Gas pipeline, the Assistant and Technical Advisor must take into account a future expansion (i) of the LNG Terminal and determine the total capacity of the LNG Terminal that can established on the given site and (ii) of the Gas pipeline for the country's future gas needs beyond 2025.

The front-end engineering design must include, but is not limited to, the following provisions:

- A brief description of the processes;
- The data and information regarding the locations of the Sub-components and the route of the Gas pipeline;
- Dimensioning of the LNG Terminal equipment;
- Sizing of the new pipeline sections by means of hydraulic steady state simulations;
- Sizing of the new pipeline sections by means of hydraulic steady state simulations. This will be undertaken jointly with the assessment of the compression requirements at the various project phases and selection of the optimum combination in terms of capital expenditure

- Dimensioning of the equipment of The Jorf Lasfar and Dhar Doum Combined cycle Power Plants.;
- Diagrams and flow sheets of the processes;
- PID diagrams including all the main interconnections (valves, safety accessories, etc.);
- Engineering norms, standards, codes and regulations for construction;
- Design, operation and shut down mode of the facilities and equipment;
- HSE requirements;
- Implementation and completion of the Project;
- Design basis of the Project;
- The technical specifications of the LNG Terminal equipment. These technical specifications must provide details of all the technical aspects of the equipment to enable bidders to prepare a full and optimal technical proposal for the Project. These technical specifications should not under any circumstances be targeted towards a brand or a technology to the detriment of any other. These specifications must be composed of the following aspects in particular:
  - The capacity and dimensioning of the LNG Terminal;
  - The design and technical specifications of the marine infrastructure (jetty, secondary dike; seawater intake and discharge.);
  - The design and technical specifications of the storage tanks;
  - The design and technical specifications of the ancillary facilities (vaporization facility, measuring station, cryogenic pipes and unloading, cooling water, industrial water, instrumentation and compressed air, Nitrogen facility, fire-fighting system, public service facilities, control system, ...etc.);
  - Civil engineering works;
  - The design and technical specifications of the gas pipeline control system (interface with the other systems, control room, SCADA system, remote measurement and management system...);
  - The design and technical specifications of the electrical equipment and facilities (single-line electrical diagrams, required external power supply, general layout of the electrical equipment, I&C power supply, power supply system for DC/AC systems, engines, electrical switchboards, etc.);
  - Performance warranties (unloading rate, net storage capacity, vaporization rates in the tanks, send-out rates, temperature and pressure, daily send out capacity, availability, etc.);
  - The operations protocol and operating mode of the process (severity, flexibility, and operational limitations conditions, normal operating mode...);
  - The technical specifications of civil engineering, electrical and mechanical works;
  - The design of the utilities' facilities;
  - Key design elements and factors;
  - Flow diagrams and material balances;
  - Schematic flow diagrams;
  - Design basis data;
  - PID diagrams including all the main interconnections (valves, safety accessories, etc.);
  - Engineering norms, standards, codes and regulations for construction;
  - The design, the operating and shut down mode of the facilities and equipment;
  - Civil engineering works as well as the geotechnical and seismic design criteria;
  - HSE requirements;
  - The implementation and completion of the Project;
  - Any other relevant documentation;

- The technical specifications of the Gas pipeline and ancillary equipment; these technical specifications must provide details of all the technical aspects of the equipment to enable bidders to prepare a full and optimal technical proposal for the Project. These technical specifications should not under any circumstances be targeted towards a brand or a technology to the detriment of any other. These specifications must be composed of the following aspects in particular:
    - The dimensioning of the gas pipeline, while proposing variations that take into account the location of future and potential consumption (CCGT and industrials);
    - Detailed designs and drawings of the Gas pipeline and the obstacles that must be crossed (1/2000) (Auto CAD);
    - Performance warranties (pressure, temperature, availability, etc.);
    - The analysis of the detailed Gas pipeline route which must include all the required documents for the completion of the Gas pipeline during the construction phase, as well as the recommendations on the installation methods and type of material to be used. Tie-in points must be ensured along the Gas pipeline and will be dimensioned in compliance with **Règlement de Sécurité des Canalisations du Gaz naturel** to enable delivering natural gas to future industrial clients under the Gas to Industry phase. Hence, tie-in stations are required;
    - The choice and specifications of the tubes (dimensions, chemical, physical and mechanical properties of the tubes, surface quality, imperfections and flaws, tests and inspections, marking, traceability, etc.);
    - The technical specifications of civil engineering, mechanical, welding, and identification works, as well as the geotechnical and seismic design criteria;
    - The definition and specifications of the corrosion protection system (coating and joints, cathodic protection, inhibition, corrosion monitoring system);
    - The identification and design of singular point crossings (Route or level crossing, passing by a stream or a flooded area, passing in the vicinity of underground pipes or electric cables, passing under power lines, area requiring aerial supporting, protection in unstable soils or seismic areas, liaison with the existing GME, etc.);
    - The design and specifications of the ancillary equipment (sectioning stations, control and measurement stations, Pig trap stations, gas delivery stations, vents and safety valves, valves, interconnections, fittings and flanges);
    - The design and specifications of the measurement and quality control stations (Number and size of metering lines, by pass, PTZ controller system, chromatograph, valves, layout drawings and civil engineering of the stations, meters, PTZ controllers, and Chromatograph certification requirements...);
    - The design and technical specifications of the Gas pipeline control system (interface with the other systems, control room, SCADA system, remote measurement and management system...);
    - The design and technical specifications of the electrical equipment and facilities (electricity supply, back-up power supply, electrical switchboards, lighting, etc.);
    - The operations protocol and operating mode of the Gas pipeline (severity, flexibility, and operational limitations conditions, normal operating mode...);
    - The technical specifications of civil engineering, electrical and mechanical works;
    - Key design elements and factors;
    - Flow diagrams and material balances;
    - Schematic flow diagrams;
    - Design basis data;
    - Engineering norms, standards, codes and regulations for construction;
    - The design of the utilities' facilities;
    - PID diagrams including all the main interconnections (valves, safety accessories, etc.);
    - HSE requirements;

- The implementation and completion of the Project;
- The legal and constitutional requirements;
- The physical and environmental constraints;
- The logistical aspects (accessibility, communications,...);
- The interference with other infrastructure projects;
- Safety and operability aspects;
- Any other appropriate documentation;

- The technical specifications of the compressor station(s) if the study shows that it (they) is (are) necessary and the ancillary equipment. These technical specifications must provide details of all the technical aspects of the equipment to enable bidders to prepare a full and optimal technical proposal for the Project. The Assistant and Technical Advisor must also include potential stations or compression points in the event of a future expansion of the LNG Terminal, the Gas pipeline, the completion of future CCGT plants and/or potential industrial consumption. These technical specifications should not under any circumstances be targeted towards a brand or a technology to the detriment of any other. These specifications must be composed of the following aspects in particular:
  - The dimensioning and size of the compressor station(s);
  - Location and drawings layout requirements,
  - The list of equipment including the main characteristics;
  - The design and technical specifications of the compressor and gas turbines;
  - Performance warranties (pressure, temperature, specific consumption, availability, emissions, etc.);
  - The operations protocol and operating mode (severity, flexibility, and operational limitations conditions, normal operating mode...);
  - The design and technical specifications of the mechanical equipment (condensate separator, valves, piping, pumps, etc.),
  - The design and technical specifications of energy transmission and protection systems;
  - The design and technical specifications of drainage systems;
  - The design and technical specifications of the fuel system, including odorization;
  - The design and technical specifications of the electrical equipment and facilities (single-line electrical diagrams, electricity production and its distribution and back-up supply, engines, electrical switchboards, etc.);
  - The design and technical specifications of the Gas pipeline control system (interface with the other systems, control room, SCADA system, remote measurement and management system...);
  - The technical specifications of civil engineering, electrical and mechanical works;
  - The design of the utilities' facilities;
  - Key design elements and factors;
  - Flow diagrams and material balances;
  - Schematic flow diagrams;
  - Design basis data;
  - PID diagrams including all the main interconnections (valves, safety accessories, etc.);
  - Engineering norms, standards, codes and regulations for construction HSE requirements;
  - The implementation and completion of the Project;
  - The legal and constitutional requirements.
  - The physical and environmental constraints;

- The logistical aspects (accessibility, communications,...);
- The interference with other infrastructure projects;
- Safety and operability aspects;
- Any other relevant documentation.

- The technical specifications of The Jorf Lasfar Combined cycle Power Plant equipment and ancillary, these technical specifications must provide details of all the technical aspects of the equipment to enable bidders to prepare a full and optimal technical proposal for the Project. These technical specifications should not under any circumstances be targeted towards a brand or a technology to the detriment of any other. These specifications must be composed of the following aspects, in particular:
  - A full description of the Plant including the description of the process and the equipment;
  - The list of equipment including the main characteristics;
  - The Plant layout ;
  - General descriptions of unitary systems and description of the operations, including the description of startup, shutdown and emergency procedures, the curves indicating the performance of the steam generator, the gas turbine, the steam turbine, etc.;
  - Performance warranties (specific consumption, availability, emission...etc.) ;
  - The design and technical specifications of the alternator (cooling, excitation equipment, etc.);
  - The design and technical specifications of the gas turbine;
  - The design and technical specifications of the steam turbine and the turbine generator set;
  - The design and technical specifications of the recovery boiler;
  - The design and technical specifications of the other mechanical installations and equipment;
  - The design and technical specifications of energy transmission facilities;
  - The heat and mass balance diagram;
  - The diagrams of of the main pumps, compressors, ventilators, etc.;
  - The design and technical specifications of the electrical equipment and facilities (single-line electrical diagrams, required external power supply, general layout of the electrical equipment, I&C power supply, power supply system for DC/AC systems, engines, electrical switchboards, etc.);
  - The design and technical specifications of the instrumentation and control system (Configuration/architectural design of the control system, interface with the other systems, control room, SCADA system, remote measurement and management system, instrumentation...);
  - The technical specifications of civil engineering, electrical and mechanical works;
  - Key design elements and factors;
  - Flow diagrams and material balances;
  - Schematic flow diagrams;
  - The design of the utilities' facilities;
  - Design basis data;
  - PID diagrams including all the main interconnections (valves, safety accessories, etc.);
  - Engineering norms, standards, codes and regulations for construction;
  - HSE requirements;
  - The implementation and completion of the Project;
  - The legal and constitutional requirements;
  - The physical and environmental constraints;

- The logistical aspects (accessibility, communications,...);
- The interference with other infrastructure projects;
- Safety and operability aspects;
- Any other relevant documentation.

- The technical specifications of the Dhar Doum Combine cycle Power Plant equipment and ancillary, these technical specifications must provide details of all the technical aspects of the equipment to enable bidders to prepare a full and optimal technical proposal for the Project. These technical specifications should not under any circumstances be targeted towards a brand or a technology to the detriment of any other. These specifications must be composed of the following aspects, in particular:
  - A full description of the Plant including the description of the process and the equipment;
  - The list of equipment including the main characteristics;
  - The Plant layout;
  - General descriptions of unitary systems and descriptions of the operations, including the description of startup, shutdown and emergency procedures, the curves indicating the performance of the steam generator, the gas turbine, the steam turbine, etc.;
  - Performance warranties (specific consumption, availability, emission...etc.);
  - The design and technical specifications of the alternator (cooling, excitation equipment, etc.)
  - The design and technical specifications of the gas turbine;
  - The design and technical specifications of the turbine generator set;
  - The design and technical specifications of the recovery boiler;
  - The design and technical specifications of the other mechanical installations and equipment;
  - The design and technical specifications of energy transmission facilities;
  - The heat and mass balance diagram;
  - The diagrams of the main pumps, compressors, ventilators, etc.;
  - The design and technical specifications of the electrical equipment and facilities (single-line electrical diagrams, required external power supply, general layout of the electrical equipment, I&C power supply, power supply system for DC/AC systems, engines, electrical switchboards, etc.);
  - The design and technical specifications of the instrumentation and control system (Configuration/architectural design of the control system, interface with the other systems, control room, SCADA system, remote measurement and management system, instrumentation...);
  - The technical specifications of civil engineering, electrical and mechanical works;
  - Key design elements and factors;
  - Schematic flow diagrams;
  - The design of utilities' facilities;
  - Basis design data;
  - PID diagrams including all the main interconnections (valves, safety accessories, etc.);
  - Engineering norms, standards, codes and regulations for construction;
  - HSE requirements;
  - The implementation and completion of the project;
  - The legal and constitutional requirements.;
  - The physical and environmental constraints;
  - The logistical aspects (accessibility, communications,...) ;

- The interference with other infrastructure projects;
- Safety and operability aspects;
- Any other relevant documentation;

- Drawing up the operations protocol and maintenance of the Project: specifications of the testing methods, the commissioning and the acceptance of the Project in its entirety and of each Sub-component, including all the facilities and equipment as well as the connections interfaces of the various Project Sub-components;
- The design of additional utilities' facilities;
- The design and configuration of the electrical facilities and instrumentations;
- The preparation of the Project's estimated cost;
- Design basis of the buildings and civil engineering works;
- Preliminary studies of the hazards and operability (HAZIP study) for all the Project's Sub-components, including the vicinity and utilities;
- Any other relevant information.

Following the completion of the works specified above as well as all the additional engineering services that are required to successfully complete a front-end engineering design, the Assistant and Technical Advisor must prepare a front-end engineering design report and submit it to ONEE for approval.

3- Finalizing the Project's estimated costs, operating and maintenance expenses and the Project schedule

The estimation of the Project's cost will be performed in foreign and local currency. The grade of cost estimates will be ± 10%.

The assumptions used for the cost estimates must be summarized together with an indication of unit prices. The exclusions in the estimates must be clearly identified.

An annual schedule of expenditures must also be provided.

The OPEX must be provided in foreign and local currency per calendar year with a breakdown that details the respective amounts for:

- The workforce;
- The utilities (water, electricity...);
- Chemical products and consumables;
- Spare parts;
- Service contracts;
- Other.

The methodology and assumptions used to calculate the public services consumptions and their price must be detailed.

A general execution schedule for the Project must be provided by the Assistant and Technical Advisor, and presented in the form of a Gantt diagram. For each Sub-component of the Project, the Advisor shall provide a detailed schedule. These schedules shall namely be composed of the following categories, subdivided if necessary:

- Bidding Process;
- Project Financing Process;
- Contractualization process;
- Design basis works;
- Front-end engineering design;
- Site surveys;

- Procurement;
- Manufacturing;
- Delivery;
- Installation / construction;
- Commissioning tests;
- Commissioning.

4- Front-End Engineering Design report

The Project Report must be well presented, clear and easily understood, without reference to other memos and documents, and must be presented in a logical and orderly manner.

It must include the following:

- An introduction and a summary, with a summary description of the Project, and an outline of the highlights of the various parts of the report;
- A section summarizing all the data and assumptions used for the calculations and the references of the original documents;
- Several sections containing technical information and organized according to the guidelines of the scope of requested services;
- A section on the cost estimates and related information;
- A section on the schedule and related information;
- All the diagrams, drawings, maps, sketches, and images organized using the same logical order as the technical sections;
- The technical specifications;
- List of documents of the performance warranties of the equipment and works of each Sub-project (design certificate and power curve);
- Operations protocol and maintenance of the Project: specifications of the testing methods, the commissioning and the acceptance of the Project, including all the equipment and works of the Sub-components;
- The studies that were conducted;
- Any other necessary information, that must be added as needed, and that must be appended to the report.

The report must be presented in hard copy and electronic format. The final electronic report must be provided in DVD (or any other appropriate electronic medium) and must enable the following formats:

- .doc for the text sections;
- .xls for the cost estimates tables;
- .mpp for the schedules;
- .bmp, .jpg for the images;
- .AutoCAD LT compatible for the drawings; PDF files are not permitted.

Also, the Technical Assistant and Advisor must submit a comprehensive document to ONEE that contains all the technical specifications that must be inserted in the Tender Dossier (TD) for the execution of the Project.

5- Preparing the tender documents

The Assistant and Technical Advisor must coordinate with the Legal Commercial and Financial advisors in preparing the tender to ensure the coherence of the technical terms and avoid any gaps or overlaps in the technical requirements.

With regard to the Project Contracts; the LNG procurement Contract, Supply and Purchase Agreements, Regasification agreement, Gas transportation agreement and the Power Purchase Agreement, it is understood

that the Contracts template will be provided by ONEE and its Advisors. The role of the Assistant and Technical Advisor will be limited to ensuring the coherence between the Contracts and the technical specifications that he provided, namely the business arrangements linked to technical events (contractual availability, penalties relating to non-availability, etc...). The Assistant and Technical Advisor must also provide the requested advice during the scheduled meetings as part of this mission.

It must be pointed out that telephone discussions between the Technical Assistant and Advisor and the other ONEE Advisors, without prior notification and consent of ONEE, are expressly excluded from the Technical Services to be performed as reported here.

6- Establishment of the Instructions to Bidders, the methodology and criteria for the tender evaluation

The Assistant and Technical Advisor must provide the technical data and aspects to be included in the instructions to Bidders of the Project.

The Advisor will, in consultation with ONEE and its legal, commercial and financial Advisors, offer assistance to ONEE in terms of methodology and criteria for the technical bid evaluation that will be used as a basis for the comparison of bids for the implementation of the Project.

The methodology used must be clear and precise so as to check the performance of services offered by the bidders.

In addition, the Assistant and Technical Advisor shall establish the model forms highlighting the criteria for evaluating the technical bids.

7- Answers to the technical questions asked by the bidders

During the preparation of the bids, the Assistant and Technical Advisor must be available to respond in writing to technical questions from prequalified bidders and provide them with the necessary clarifications to prepare their bids.

These clarifications will focus only on the technical aspects of the tender document which fall within the Technical Services to be performed by the Assistant and Technical Advisor under missions 1, 2 and 3. The answers to the questions will subsequently be the subject of addendum to the tender document.

All correspondence with bidders must be received and sent by ONEE. For this purpose, the language used will be mainly French.

The Assistant and Technical Advisor will participate, at the request of ONEE, to meetings in Casablanca with bidders to answer questions and establish the minutes of such meetings related to technical topics. The answers to technical questions will subsequently be the subject of addendum to the tender document.

8- Review of, and comments on, the Environmental Impact Assessment:

The Assistant and Technical Advisor shall provide all the information and technical data necessary for the implementation of the Environmental and Social Impact Assessment of the Project, which will be made by a separate contractor chosen by ONEE.

The Assistant and Technical Advisor will also review and provide comments on that survey.

Mission 4: Assistance during the bids evaluation

After the launch of the tender by ONEE for the implementation of the Project and receipt of bids from pre-qualified bidders, the Assistant and Technical Advisor shall offer assistance to ONEE during the evaluation of the technical bids. This evaluation will be based on the criteria specified in the Tender documents.

The Assistant and Technical Advisor will study the technical bids of the bidders and will prepare the draft technical bids evaluation report. This draft report shall not become final before it is approved by ONEE's Judgment Inter-ministerial Committee.

In addition, the Assistant and Technical Advisor shall offer assistance to ONEE during the meetings for the clarification of the technical bids with bidders or with the Judgment Inter-ministerial Committee and also for the presentation of the bids evaluation report, and shall establish the minutes of those meetings and the progress of the lifting of any technical reservations.

For the purpose of this mission, and at the request of ONEE, the Assistant and Technical Advisor will be required to study four (4) bid proposals.

Mission 5: Assistance during the negotiation and drafting of Project Contracts

After designation by ONEE of the successful bidder for the Project, the Assistant and Technical Advisor will provide technical assistance during the negotiations and establishment of Project Contracts. The Assistant and Technical Advisor will make the Project Manager and the Deputy Project Manager available to ONEE to assist and finalize the Project Contracts.

Mission 6: Feasibility study for the underground natural gas storage (optional)

The Assistant and Technical Advisor will have to carry out investigations in order to seek suitable underground locations for the storage of natural gas, and make a technical-economic feasibility study to assess their impact on the overall cost of the Project and the opportunity to integrate them in the infrastructure of the Project through a cost / benefit analysis.

Additional services

ONEE might have to ask the Advisor, as part of technical assistance for the development of the Gas to Power Project, some unplanned additional services within the scope of services that are the subject of this Tender . In this case, these additional services will be paid as controlled expenditures in accordance with the compensation provided in the daily rate that is the subject of the APPENDIX K price schedule of this Tender, after explicit and written request of the ONEE.

III. DELIVERABLES

The Assistant and Technical Advisor must provide to ONEE the following documents designated as «Deliverables".

- The qualification report for the bidders; requested in the **Mission 1** above; this document should be drawn up in French.
- The draft detailed risk assessment (Hazid study) report that is the subject of **item 3 of Mission 2**. This report will be prepared in English or French as requested by the Client.
- The final detailed risk assessment (Hazid study) report that is the subject of **item 3 of Mission 2**. This report will be prepared in English or French as requested by the Client.
- The draft Project feasibility study report, the subject of **Mission 2**; this report will be prepared in English or French as requested by the Client.
- The final Project feasibility study report, that is the subject of **Mission 2**; this report will be prepared in English or French as requested by the Client.
- The draft Front End Engineering Design report, that is the subject of **item 4 of Mission 3;** this report will be prepared in English or French as requested by the Client.
- The final Front End Engineering Design report, that is the subject of **item 4 of Mission 3** ; this report will be prepared in English or French as requested by the Client.
- The technical specifications of the Project, that are the subject of **item 4 of Mission 3.** These documents will be prepared in French and in English.
- The review, data and comments on the models of Contracts of the Project that is the subject of **item 5 of Mission 3.** These will be drafted in the French language.
- The technical part on the Instructions to Bidders and the methodology and tender evaluation criteria covering the technical aspects of the Project that is the subject of **item 6 of the Mission 3.** These will be written in French.
- The answers to the clarifications requested by bidders on technical aspects in the pre-qualification stage ; that is the subject of **Mission 1** ; and the tendering phase ; that is the subject of **item 7 of the Mission 3.** These responses should be prepared in English or French as requested by the Client.

- The minutes of the meetings or conference calls and notes of technical decisions. These minutes and notes will be established in the French language (refers to **Missions 1-6)**
- The data and comments on Environmental and Social Impact Assessment that is the subject of **item 8 of Mission 3.** These data and comments will be in the French language.
- A technical bids' evaluation report assessing the technical bids at the end of the first stage of evaluation of the bidders written in coordination with the Advisors. This report, that is the subject of **Mission 4,** will be established in the French language;
- The evaluation report of the technical part of the commercial and pricing bids at the end of the second stage of evaluation of the bidders drafted in coordination with the advisors. This report , that is the subject of **Mission 4**, will be established in the French language;
- The draft feasibility study report of the underground natural gas storage that is the subject of **Mission 6**; this report will be prepared in English or French as requested by the Client.
- The final feasibility study report of the underground natural gas storage that is the subject of **Mission 6**; this report will be prepared in English or French as requested by the Client.

The reports will be submitted in paper and electronic format. The final reports will be provided electronically on DVD (or any other suitable electronic medium) and will allow for the use of the following formats:

- .doc for text sections ;
- .xls for cost estimation tables ;
- .mpp for timetables ;
- .bmp, .jpg for images ;
- .AutoCAD LT compatible for drawings; PDF files are not allowed.

As far as the other documents are concerned, they will also be presented on paper and / or in appropriate electronic format (Word or Excel).

All the deliverables of missions 1-6 must be validated by ONEE.

IV. STAFF OF THE ADVISOR:

4-1 Staff of the Advisor:

The titles, positions, minimum qualifications and the estimated time devoted to the Services by key members of the Advisor's staff are described in Appendix C and will be studied by ONEE under the terms of the Tender.

4-2 Withdrawal and / or replacement of the Staff

a) Except where ONEE may otherwise agree, no changes will be made in the Key Staff. If, for reasons beyond the control of the Advisor, it becomes necessary to replace any of the Key Staff, the Advisor will provide a person of equivalent or better qualifications.

b) If ONEE i) finds that any of Staff members is guilty of a serious breach or is prosecuted for a crime or offense, or ii) has reasonable cause to be dissatisfied with the performance of a member of the Staff, then the Advisor shall, upon reasoned request from ONEE, provide as a replacement a person whose qualifications and experience will be approved by ONEE.

c) The Advisor shall not submit requests for payment for additional costs resulting from the withdrawal and / or replacement of the Staff.

V. REPORTING OBLIGATION

5-1 Liaison Language

All correspondence and all documents will be mandatorily made in the French language to the exclusion of any other language. An exception is made for the deliverables for which the drafting in the English language was allowed in Article 3.

The texts of the documents submitted must be written in clear and understandable language and use the terminology used in the various disciplines. A document found to be poorly drafted may be refused by ONEE without the Advisor being able to claim any compensation.

5-2 Measurement units

The measurement units used are necessarily those of the International System (SI). The derived units are expressed from the core systems.

5-3 Presentation of documents

The written documents (correspondence, reports, minutes, etc.) will be delivered to ONEE with one copy in hard copy and one copy in electronic format (in Word or Excel on Windows and not only on PDF).

The draft report of each mission will be presented in 5 (five) copies in hard copy, and one electronic copy.

The final report of each mission will be presented to ONEE in 5 (five) copies on a suitable electronic medium that is compatible with the software and operating system used by ONEE (in Word or Excel on Windows, and not only on PDF).

VI. RESPONSIBILITY OF THE ASSISTANT AND TECHNICAL ADVISOR

The responsibility of the Assistant and Technical Advisor is total and indivisible. The Assistant and Technical Advisor may, by no mean, assign all or a portion of the services, or contract an association with other firms or technical advisors for their execution, without the written permission of ONEE. If permission is granted, the Assistant and Technical Advisor shall nonetheless remain fully responsible for the execution of all missions that are the subject to this Contract.

As part of this Contract, the Assistant and Technical Advisor undertakes to implement all necessary efforts to provide to ONEE the opinions, advice or technical studies and other appropriate and necessary services relating to the technical field. The Assistant and Technical Advisor shall vouch that his services are of the highest professional level.

The Assistant and Technical Advisor takes responsibility for the proper performance of all services that are the subject of this Tender.

In addition, he undertakes to fulfill its obligations according the rules of art and with all the due diligence, skills and care required.

The Assistant and Technical Advisor shall defend to his best the interests of ONEE and will demonstrate a spirit of complete objectivity, independence and impartiality.

The Assistant and Technical Advisor is directly and fully responsible for his advice and consulting services in relation to the applicable law, in accordance with industry practice. It assumes, therefore, the responsibility for the truthfulness and accuracy of all opinions and acts within the scope of this Tender.

The Assistant and Technical Advisor shall respect the confidentiality of documents designated as such that have been handed over or communicated to him by ONEE or its Advisors. To this effect, a Confidentiality Agreement must be signed with the Assistant and Technical Advisor, prior to the execution of the aforementioned services.

ONEE recognizes that the responsibility of the Assistant and Technical Advisor for any loss, liability, damages, costs, costs or expenses that ONEE might incur as a result of the intervention of the Assistant and Technical Advisor on the project is limited to 100% of the Contract amount.

VII. DEADLINES AND DURATION OF CONTRACT

The contractual period for the execution of the services that are the subject of this Agreement takes effect from the service order date of Mission 1 and ends at the final acceptance of the above-described Mission 6.

For each mission, ONEE shall send an Order to Proceed to the Assistant and Technical Advisor to start the services under the said mission. Missions 1 and 2 can be started on the same date. The services that are the subject of Mission 2 will have to be achieved within a maximum period of a three (3) month.

The services that are the subject of Mission 3 will be carried out within a maximum period of four (4) months.

The contractual period for the execution of the services that are the subject of this commitment is 36 months, which may be extended from month to month for an additional period of 12 months.

Nevertheless, the Client may decide to suspend the execution of this Agreement for a period or periods of at least 1 month following a notification sent to the Assistant and Technical Advisor. The suspension takes effect on the date of notification and lasts up to one week after the notification of resumption of the service to be sent by the Client, being understood however that all time limits provided for within this Agreement and being situated at the date of notification of suspension or thereafter shall be delayed for a period equal to the actual duration of the suspension.

The cumulative duration of periods of suspension shall not exceed 12 months.

VIII. CONTENT OF THE BID PACKAGE

Bidders shall execute and deliver the following documents, which will be contained in two proposals that are mandatorily made and numbered as indicated hereafter:

A first proposal sealed with wax (Proposal # 1) bearing the following title:

NAME AND ADDRESS OF THE BIDDER

APPEL D'OFFRES N°SP 488 646

AYANT POUR OBJET

L'ASSISTANCE ET CONSULTANT TECHNIQUE POUR LE DEVELOPPEMENT DU PROJET GAS TO POWER

"DOSSIERS ADMINISTRATIF ET TECHNIQUE"

Ne doit être ouvert que par le Président de la Commission Interministérielle de jugement

Proposal # 1 will contain three copies in hard copy, one original deemed authentic and two copies, and in three copies on CD, the following two envelopes:

a) Envelope # 1: which will contain three copies in hard copy, one original deemed authentic and two copies, and in three copies on CD, the following documents:

1- Technical References for services similar to those covered by this Tender during the last ten years with certificates of good execution delivered by customers.

The Bidder must also provide the total number of years of experience he has as a technical consulting firm.

The Bidder shall also include a detailed list of the main projects (studies, services, etc., similar to those covered by this Tender) made by the Bidder during the last ten (10) years with a brief description of each one of them. In this sense, the bidder will fill the form templates provided in Appendix C-1 ;

2- References on financial capacities of the bidder (the bidder must provide its audited financial reports or of each member of the bidding consortium in the event of a consortium, during the last three years in French or English) ;

3- Bidder's bank details;

4- The powers (Proxy) given by the bidder, authorizing signatory (ies) of the bid to commit the bidder throughout the period of validity of the offer and, if appointed Contractor, throughout the implementation period of the Project subject of this Tender.;

5- A letter of commitment, depending on the model attached in the appendices, if the bidder is a consortium of companies, the letter shall have to be signed by all members of the consortium and designate the leader of the consortium, specifying that all the members of the consortium are joint and several for the implementation of the Project that is the subject of this Tender throughout its implementation period;

6- Tax certificate (for companies based in Morocco) issued less than a year ago by the tax collector or any authority or equivalent body certifying that the bidder – or, if the bidder is a consortium, each member of this consortium - is in a regular tax position, and mentioning the activity for which the bidder was taxed ;

7- Statement of the National Social Security Fund (CNSS) certifying that the bidder is in a regular situation with this organization (for bidders installed in Morocco only);

8- Statement of integrity according to the model attached in Appendix E;

9- Tender documents duly initialed on every page and bearing on the last page the stamp and the words "Lu et approuvé" (meaning "read and accepted") followed by the bidder's signature;

10- The confidentiality agreement, according to the attached model, duly completed and signed by the bidder;

11- The **candidate's information form** as per the model attached in the appendices

b) Envelope 2: will contain three copies in hard copy, one original deemed authentic and two copies, and in three copies on CD, the following documents:

The Bidder's technical proposal: This proposal must be submitted as a Technical Memorandum, including at least:

- the methodology that the bidder intends to follow for the development and realization of studies and services of the Project that is the subject of this Tender;
- a detailed presentation of the team that the bidder plans to establish for the implementation of studies and services of the Project, that is the subject of this Tender, including in particular the list of persons composing that team, with the résumés and personal references of each of them in accordance with the evaluation grid included in the Appendices of this document;
- a presentation of the application software and apps that the bidder intends to use to carry out the studies and services of the project that is the subject of this Tender ;and
- Any other aspect that the bidder deems necessary or advisable.

Among the key information to be provided in the résumés of the key members of the proposed specialized staff (project team), one must include the number of years of experience within the company, and the degree of responsibility held within the framework of various missions carried out over the last ten years;

The résumés in question must bear the bidder's signature and seal.

Note: Any possible comments or reservations both from the technical and the commercial standpoint should be the subject of a note giving details of these comments and reservations to be attached to the technical file (envelope No. 1).

The reservations raised in the commercial bid will not be accepted, and the bidder will be invited to lift these reservations.

If the bidder does not accept the lifting of reservations indicated in the "Offre commerciale" (commercial proposal), his bid may be rejected.

The bidders' attention is drawn to the fact that no reference to the offer contained in the proposal called "Offre commerciale" (commercial proposal) should appear in the technical proposal (Proposal #1). Therefore, bidders are required to submit a complete and detailed technical proposal whose examination by the Inter-ministerial Judgment Committee will be established unambiguously and independently from the commercial offer.

A second envelope sealed with wax (Proposal # 2) bearing the following title:

NAME AND ADDRESS OF THE BIDDER

APPEL D'OFFRES N° SP 488 646

AYANT POUR OBJET

L'ASSISTANCE ET CONSULTANT TECHNIQUE POUR LE DEVELOPPEMENT DU PROJET GAS TO POWER

"OFFRE COMMERCIALE"

Ne doit être ouvert que par le Président de la Commission Interministérielle de Jugement

Proposal # 2 will contain three copies in hard copy, including one original copy that is authentic and two copies, and in three copies on CD, **the Financial proposal,** as per the model attached at Appendix J and K of this document, duly completed and signed by the bidder.

IMPORTANT NOTE: The bidders' attention is drawn to the fact that their offer must be made under the conditions of these Tender Documents. In any event, any possible reservations concerning the clauses of these specifications should be the subject of a note attached to the technical proposal (Proposal # 1).

IX. BIDS EVALUATION

Bids will be judged on the basis of a technical evaluation and a commercial evaluation . The evaluation of bids will be made in two steps:

- **Step 1:** Opening and technical evaluation of Proposal#1 concerning "Dossier administratif et technique".

- **Step 2:** Opening and commercial evaluation of Proposal# 2 "Offre commerciale" will be performed only for the candidates selected at the stage of the technical evaluation.

The opening of bids will take place in a public session, and Candidates will be notified thereof in due time so as to attend or be represented at the opening session.

Technical evaluation:

The technical evaluation of the bids will focus on the following criteria:

- Specific experience of the bidder in relation to the services
- Adequacy of the work plan and of the proposed methods vis-à-vis the specifications
- Qualifications and experience of the key personnel planned to provide the services.

The technical evaluation will be based on the template specified in Appendix A. The bids for which the technical score is strictly lower than seventy (70) shall be excluded.

Commercial scoring:

The scoring of the commercial bid will be calculated as follows:

$$N_c = 100 \times O_{cm}/O_c$$

With

N_c: being the score of the commercial bid

O_{cm}: the amount of the lowest commercial bid (after possible adjustment).

O_c: the amount of the commercial bid will be considered as the sum of:

- the lump sums proposed for the conduct of Missions 1, 2, 3, 4 and 5, as established by the bidder on the basis of the performance of the services described in these missions, and sixteen (16) trips in total for the advisor's team.
- The amount of study of three (3) additional bids to be studied in Mission 4 ; and
- The amount of 6 (six) additional trips to Morocco.

For Mission 3, the contractor will give a price for the achievement of technical specifications and instructions to bidders concerning the compressor station(s) as an option.

For Mission 4, the Advisor will give a lump sum to study the technical bids of four (4) bidders and specify the price for the study of each additional study beyond the four abovementioned bids.

For Missions 1, 3, 4 and 5, the Advisor is required to help ONEE during the clarification meetings with bidders or with the Inter-ministerial Judgment Committee in Morocco. The Advisor will take into account the package price of sixteen (16) invitations to Casablanca and specify the total package price of each additional trip to Morocco in excess of the sixteen (16) trips planned.

Final score

The final N_{FL} score will be a weighted score that will be obtained in the following manner:

$N_{FL} = 0,6\ N_T + 0,4\ N_c$

With

N_T: the technical score as calculated according to the scoring of Appendix A below.

N_c: commercial scoring

The Candidate having the highest final score (N_{FL}) will be selected for the negotiations.

ONEE reserves the right, however, to negotiate with the three candidates having obtained the best final scores.

Note: In case of participation of Moroccan and foreign companies, and for the purpose of comparison of bids, the amount proposed by the foreign company will be increased by 10% corresponding to the withholding tax.

X. DEPOSITS AND DATE OF SUBMISSION OF BIDS:

The two Proposals # 1 and #2 must be put into a single sealed and stamped Proposal bearing:

- The name and address of the Candidate;

- The complete number of the Tender and the subject of the Tender;

- The date and time of the public opening of the bids;

- The following statement warning that "the bids must be opened only by the Chair of the Inter-ministerial Bid Opening Committee during the bid examination session". ("*Les plis ne doivent être ouverts que par le Président de la Commission Interministérielle d'ouverture des plis lors de la séance d'examen des offres*".)

This bid will be sent to the attention of the Chair of the Inter-ministerial Committee of ONEE.

This bid will either:

- filed against receipt at the Bid Deposit Office or sent through registered mail to the following address:

OFFICE NATIONAL DE L'ELECTRICITE ET DE L'EAU POTABLE – Branche Electricité.

Direction Approvisionnements et Marchés "DAM".

65, Rue OTHMAN BEN AFFAN

CASABLANCA, MOROCCO

- Submitted to the Chair of the Inter-ministerial Committee at the beginning of the session and before the time planned for the opening of the bids.

The deadline for the deposit of the bids is set at **Wednesday, October 21, 2015 at 10.00 am** (Moroccan time).

The opening of the technical bids will be made on the same date.

XI. VALIDITY OF BIDS

Candidates will be bound in a firm manner to ONEE by the subscribed bids, for a period of 6 (six) months from the deadline for the submission of the bids.

XII. GENERAL TERMS

The bids will be reviewed by ONEE who will have every capacity to invite the Candidates, discuss the elements of their case, and ask them any necessary additional information.

ONEE reserves the right at its discretion and at any time, to modify any part of this Tender, SP 488646, to reject, to accept any bid at any time before the deadline for submission of bids, or to cancel this Tender.

Neither ONEE nor any of their employees, agents or advisors will be liable for costs or expenses incurred by any person answering this Tender.

Nothing of the above is, or shall be deemed as, a representation or warranty by ONEE nor by any of their employees, agents or advisors of ONEE as to the accuracy or reliability of the Information contained herein or otherwise provided in connection with this invitation, be it written or oral. No contact is allowed in connection with this Tender.

Without prejudice, but without any obligation, ONEE shall try to answer any questions or requests for clarifications concerning this Bid, and to correct or amend by addendum any information mentioned above. The deadline for clarification requests is no later than five (5) days before the deadline for the submission of the bids.

The questions should be sent to the electronic box: ProjetGasToPower@onee.ma.

XIII. FEES AND PAYMENTS

The amounts of the fees of Technical Services and Deliverables of the Assistant and Technical Advisor are lump sum, firm and non-revisable. These amounts are understood to be net of VAT, net of withholding taxes, and net of similar taxes and fees.

1. Invoices payment

During each mission, the Technical Advisor shall establish, in one original copy and seven (7) copies, the invoices on the following terms:

Mission 1

100% upon submission of the qualification report of the bidders and all documents requested in the context of Mission 1.

Mission 2

- 1st term: 80% of the lump sum amount upon delivery of the draft detailed risk assessment (Hazid study) report and the draft Project feasibility study report.
- 2nd term: 20% the lump sum amount upon the submission of the final detailed risk assessment (Hazid study) report and the final Project feasibility study report.

Mission 3:

Sub-price 3.1:

- 1st term: 40% of the lump sum amount of this mission upon the delivery of the draft Front End Engineering Design report.
- 2nd term : 10% of the lump sum amount of this mission upon the delivery of the final Front End Engineering Design report ;
- 3rd term: 20% of the lump sum amount of this mission upon the delivery of deliverables relating to items 5, 6 and 8 of Mission 3.
- 4th term: 30% of the lump sum amount of this mission after the answer to the technical questions from the bidders until the submission of the bids.

Sub-price 3.2 relating to the compressor station: Optional:

- 1st term: 40% of the lump sum amount concerning the compressor station upon the delivery of the draft Front End Engineering Design report.
- 2nd term : 10% of the lump sum amount concerning the compressor station upon the delivery of the final Front End Engineering Design report ;
- 3rd term: 20% of the lump sum amount concerning the compressor station upon the delivery of deliverables relating to items 5, 6 and 8 of Mission 3.
- 4th term: 30% of the lump sum amount concerning the compressor station after the answer to the technical questions from the bidders until the submission of the bids.

Mission 4

- 1st term: 70% of the lump sum amount of this mission upon the submission of the technical evaluation report of the technical bids at the end of the first stage of evaluation of the bidders:
- 2nd term: 30% of the lump sum amount of this mission after the selection of the successful bidder for the Project.

This breakdown will also be applied to the study of additional bids (in excess of four (4) bids).

Mission 5

100% of the lump sum amount after completion of the services of Mission 5 and submission of the deliverables that are the subject of Article 3.

Mission 6 (optional)

- 1st term: 80% of the lump sum amount upon the submission of the draft report.
- 2nd term: 20% of the lump sum amount upon the submission of the final feasibility study report.

For missions 1, 2, 3, 4, 5 and 6, all deliverables will be considered final only after their validation by ONEE.

The payment by ONEE of each invoice presented by the Assistant and the Technical Advisor will be made within sixty (60) calendar days from the receipt of the invoice. Each invoice must be signed and stamped by the Assistant and Technical Advisor. The invoice issued by the Assistant and Technical Advisor will be forwarded to ONEE for payment.

2- Costs and disbursements

Disbursements and travel expenses to Morocco, incurred by the team of the Assistant and Technical Advisor under the Project (for example, travel and accommodation costs, the costs of shipping of documents by courier, the translation expenses, or fees of communication through telephone or fax) are not included in the lump sums in his bid, and will be paid by ONEE on the basis of invoices accompanied by supporting documents.

The airplane tickets will be reimbursed on the basis of an economy fare.

3 Withholding tax

In the event that the payment of fees and charges and expenses of the Technical Advisor and Assistant would result in the application of a withholding tax in Morocco, ONEE shall pay the withholding tax to the Moroccan tax administration on behalf of the Assistant and Technical Advisor. Also, the latter will receive the full amount of his services.

4- Taxes

Under the tax laws, the Assistant and Technical Advisor is required to accredit a representative resident in Morocco (tax service firm or other company) with the tax administration, who undertakes to comply with the tax obligations and to pay the VAT that is due. In this connection, the Assistant and Technical Advisor must send to ONEE a written document by which the tax service firm or the abovementioned company agrees to ensure his representation in Morocco.

For each basic invoice, the Assistant and Technical Advisor will file at the same time the corresponding VAT invoice that will be paid to the designated tax representative. The amount of the VAT invoice is calculated on the basis of the rate of VAT in force (20%) applied to the amount of the basic invoice converted into Morocco Dirhams (according to the exchange rate of the issue date of the basic invoice as such exchange rate has been published by the Moroccan central bank (*"Bank Al -Maghrib"*). "

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix A

TEMPLATE FOR THE SCORING OF TECHNICAL BIDS

The criteria and point system used for evaluation are as follows:

(i) Specific experience of the Advisor in connection with the services that are the subject of this Tender: **40 points**

(ii) Adequacy of the work plan and of the proposed methods towards the specifications: **20 points**

(iii) Qualifications and experience of the key staff planned for the services that are the subject of the Tender: **40 points**

Elimination threshold:

The technical documents that have not collected a score greater than or equal to seventy (70) points will be eliminated.

The subsidiary criteria and system of points used to assess the qualifications of items i), ii) and iii) are the following:

i) Specific experience of the Advisor in connection with the services that are the subject of this Tender: 40 points

a) Advisor's experience in terms of LNG terminals projects in relation to the services that are the subject of this Tender

- LNG import terminal with a capacity <3 Bcm / year or Liquefaction trains with a capacity <3.5 Mmtpa **0 points**

- LNG import terminal with a capacity >=3 Bcm/year or Liquefaction trains with a capacity> = 3.5 Mmtpa **7 points per project**

- No project of onshore LNG import terminal with a capacity > = 3 Bcm/ year **Excluded.**

Maximum score **20 points**

b) Advisor's Experience in terms of combined cycle units burning natural gas in relation to the services that are the subject of this Tender:

- If the capacity of the combined cycles unit <200 MW **0 points**
- If the capacity of the combined cycles unit is between 200 MW and <350 MW **1 point per project**
- If the capacity of the combined cycles unit > = 350 MW **2 points per project**
- None or only one combined cycle unit with a capacity > = 350 MW **Excluded**

Maximum score **10 points**

c) Advisor's experience in terms of high-pressure pipelines in relation to the services that are the subject of this Tender

- Gas pipeline with a diameter <24" **(24 inches)** **0 points**
- Gas pipeline with pressure> 16 bar **and** a length> 100 km with a diameter between 24 " **and** <28 " **2 points per project**
- Gas pipeline with pressure> 16 bar **and** a length> 100 km with a diameter> = 28 " **3 points per project**
- None or only one project pipeline with pressure> 16 bar **and** length> 100 km with a diameter> = 28 " **Excluded.**

Maximum score **10 points**

The overall maximum score is 40 points.

Important note: Only projects whose studies have been performed successfully during the last fifteen (15) years by the Bidder (or a member of the bidders, in case of consortium) will be considered in the scoring

The bidder must provide for each of these projects a performance certificate signed by the client.

ii) ***Adequacy of the work plan and of the proposed method with respect to the specifications: 20 points***

The technical proposal must fully take into account the terms of reference and missions stated in the Tender Document which concern the technical proposal. All elements requested in the technical proposal must be there.

The clarity of the technical proposal implies a clear division, the insertion in the text of tables, lists and other elements, which match the complexity of the mission and a balanced use of annexes so that the main text remains concise enough. Some points may be removed from the score in case of minor omissions with respect to the terms of reference. Omissions that significantly compromise the comparison with other bids may lead to the exclusion from the evaluation procedure.

The technical proposal must present the methodology as well as the work program and organizational chart and of the logistics, so that the evaluation against the terms of reference and missions stated in the Tender Documents and the comparison with other qualified technical proposals are possible. The text section should present in a relevant manner the way in which the mission will be conducted, in which the resources must be implemented, the work should be divided into the team, in which the coordination with the participants and persons involved must be organized, and in which work quality must be ensured. It must be complemented by diagrams and tables.

This criterion will be analyzed by examining the appropriateness of the methodology proposed by the bidder, as well as the relevance and degree of development of the approach proposed by the bidder for all missions:

If there is an obvious disproportion between the tasks that are the subject of the Tender Documents and the proposed quantitative technique, the technical offer will not be considered.

a) Methodological approach, clarity and completeness of the offer: **12 points**

	Points	**Scoring**
Methodological approach, clarity and completeness of the bid	12 points	Technical proposal compliant with the Tender Documents, is complete, clear and well structured, including all information required for the technical evaluation.
	7 points	For a proposal that is moderately structured and complete.
	0 points	For a proposal that is incomplete or poorly presented.

b) Organization (timetables) for the execution of the missions (work plan): **8 points**

	Points	**Scoring**
Organization (timetables) for the execution of the missions (work plan)	8 points	If the organization (timetables) for the execution of the missions (work plan) that has been presented provides for partial delivery times per coherent phases, specifies the approval times and delivery times of the draft and final documents, and if the timetable for the activities presented provides, for each expert (key staff), the various tasks and services to be performed as well as the time of intervention.
	2 points	If the organization (timetables) for the execution of the missions is not coherent

iii) Key Qualifications and experience of the key staff planned for the services that are the subject of the Tender: 40 Points

Project Manager and Deputy Project Manager in charge of the combined cycle power plants: 15 points

Project Manager	10 points
Successful completion, as project manager, of the feasibility, engineering and FEED for projects of:	
- LNG import terminals with a capacity > = 3 Bcm/year or LNG Liquefaction trains with a capacity > = 3.5 Mmtpa (1.5 points per project)	4 points
- Gas pipelines with pressure> 16 bar and a length> 100 km with a diameter between 24" and <28 " (0.4 points per project) - Gas Pipeline with pressure> 16 bar and a length> 100 km with a diameter> = 28" (0.5 points per project)	2 points
Successful establishment as project manager of the tender documents/evaluation of bids for projects of:	
- LNG import terminals with a capacity > = 3 Bcm/year or LNG liquefaction train with a capacity > = 3.5 Mmtpa (1 point per project)	3 points
- Gas pipeline with a diameter <24 " (0 points) - Gas Pipeline with pressure> 16 bar and a length> 100 km with a diameter between 24" and <28 " (0.2 points per project) - Gas Pipeline with pressure> 16 bar and a length> 100 km with a diameter> = 28 " (0.4 points per project)	1 point

Deputy Project Manager in charge of combined cycle power plants	5 points
• Successful completion, as project manager, of engineering and FEED of projects of: - Combined cycle units with a capacity between 200 MW and <350 MW (0.6 points per project) - Combined cycle units with a capacity> = 350 MW (1 point per project)	3 points
Successful establishment, as project manager, of the tender documents / assessment of bids for projects of: - Combined cycle Units with a capacity between 200 MW and <350 MW (0.25 points per project) - Combined cycle Units with a capacity> = 350 MW (0.5 points per project)	2 points

LNG terminal team **10 points**

LNG terminals Specialist	4 points
• Design of LNG import and export terminals projects (0.3 point per project)	1.5
• Establishment of technical specifications of LNG import and export terminals projects (0.3 points per project)	1.5
• Drafting of the Protocol for the testing, reception and commissioning of LNG import and export terminals (0.2point per project)	1 point

Civil Engineering Engineer(s)	3 points
• Establishment of Civil Engineering technical specifications part of the Tender documents related to LNG import and export terminals projects including marine jetties (0.4 points / project)	2
• Drafting of the protocol for the testing, reception and commissioning of civil engineering works of the LNG import and export terminals projects, including the marine jetties (0.2 / project)	1 point

Electricity and Commands Control Engineer (s)	1.5
• Establishment of electrical and I&C technical specifications part of tenders documents related to LNG import and export terminals projects (0.2 points / project)	1 point
• Drafting of the Protocol for the testing, reception and commissioning of the electrical and I&C parts of the LNG import and export terminals projects (0.1 / project)	0.5 point

Mechanical Engineer(s)	1.5 point
• Establishment of "Mechanical" and "Piping" technical specifications part of tenders documents related to LNG import and export terminals projects (0.2 / project)	1 point
• Drafting of the Protocol for the testing, reception and commissioning of the "Mechanical" and "Piping" part of LNG import and export terminals projects (0.1 / project)	0.5 point

Combined Cycle Thermal Power Plants Team **8 points**

Specialist in combined cycle power plants	3.5 points
• Design study for combined cycle plants with capacity> = 350 MW (0.3 points per project) • Establishment of the technical specifications of the combined cycle plants projects with a capacity> = to 350 MW (0.3 points per project) • Drafting of the Protocol for the testing, reception and commissioning of combined Cycle plants (0.1 points per project)	1.5 point 1.5 point 0.5 point

Mechanical Engineer(s)	2 Points
• Drafting the "mechanical" and "piping" technical specifications part of tenders documents related to combined cycle plants projects (0.3 / project) • Drafting of the Protocol for the testing, reception and commissioning of the "mechanical" and "piping" part of the combined cycle plants projects (0.1 / project)	1.5 points 0.5 points

Civil Engineering Engineer(s)	1.25 points
• Drafting the civil works technical specifications part of the tenders documents related to combined cycle plant projects (0.2 points / project) • Drafting of the Protocol for testing, reception and commissioning of civil engineering works for the combined cycle plant projects (0.05 points / project)	1 point 0.25 points

Electricity and I&C Engineer(s)	1.25 points
• Drafting of the electricity and I&C technical specifications parts of tenders documents related to combined cycle power projects (0.2 points / project) • Drafting of the Protocol for the testing, reception and commissioning of the electricity and I&C parts of the combined cycle power projects (0.05 points / project)	1 point 0.25 points

High pressure gas pipeline Team **7 points**

Civil Engineering Engineer (s)	3 points
• Drafting the civil works technical specifications part of tenders documents related to high pressure gas pipeline projects (0.4 / project)	2 points
• Drafting of the Protocol for the testing, reception and commissioning of the civil engineering works of the high pressure gas pipeline projects (0.2 points / project)	1 point

Mechanical and Piping Engineer (s)	2 points
• Establishment of the mechanical and piping technical specifications of tenders documents related to high pressure transportation pipeline projects (0.2 points / project)	0.8 points
• Establishment of the mechanical and piping technical specifications parts of tenders document I&C(0.2 / project)	0.8 points
• Drafting of the Protocol for the testing, reception and commissioning of the mechanical and piping part of gas high pressure pipeline projects and compressor stations projects (0.1 / project)	0.4 points

Electricity and I&C Engineer(s)	1 point
• Establishment of the electrical and I&C technical specifications parts of tenders documents related to high pressure gas pipelines projects (0.1 / project)	0.4 point
• Establishment of the electrical and I&C technical specifications parts of the tender documents related to compression stations projects (0.1 point / project)	0.4 point
• Drafting of the protocol for the testing, reception and commissioning of the electrical and I&C parts of the transportation gas pipeline and compression stations projects (0.05 points / project)	0.2 points

Underground piping layout Specialist(s)	1 point
• Routing, topographic and cadastral surveys **in Morocco** for underground pipelines with a length> = 20 km (0.5 points per project)	1 point

Important notes:

- Only projects whose studies were carried out successfully in the past ten years by the bidder (or a member of the bidders, in case of consortium) will be considered in scoring the criterion iii) Qualifications and experience of key personnel.

- The team proposed by the bidder must include a Project Manager, a Deputy Manager for combined cycle power plants and one or more members for other specialties required.

- The Assistant and Technical Advisor must propose a Project Manager who has made at least one onshore LNG import terminal during the last ten years. If need be, the bid will be excluded.

- The Project Manager must belong to the leader in case of consortium

- The references will be added up by different projects, for the other specialists, in the event where several members are proposed by the bidder.

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix B

Bidder's technical proposal

1-STRATEGIC NOTE ON THE METHOD PROPOSED FOR THE IMPLEMENTATION OF ALL THE SERVICES

The technical proposal must fully take into account the tasks indicated in the Tender Documents concerning the technical proposal. All elements requested in the technical proposal must be there.

The technical proposal must present the work program so that the evaluation with respect to the missions mentioned in the Tender Documents and the comparison with other qualified technical bids are possible. The text section should present in a relevant way how the mission will be conducted, how the resources must be implemented, how the work should be distributed to the team, the coordination with participants, with the other advisors, and how those involved who must be organized and the quality of work must be assured. It must be complemented by diagrams and tables.

a) Project Team

Missions	**Name (of) the expert (s)**	**Qualification**	**Nature of services**
Mission #1			
Mission # 2			
Mission # 3			
Mission # 4			
Mission 5		The Project Manager and Deputy Project Manager in charge of combined cycle power plants.	
Mission 6			

Note: Only the services of the Project Manager and the Deputy Project Manager in charge of the combined cycle power plants shall be used for the needs of Mission 5.

b). Support staff in the event of additional services

Name of expert	Qualification	Nature of services

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix C -1

MODEL FORMS FOR TECHNICAL PROPOSALS

PROFESSIONAL REFERENCES

The services that are the most representative of your qualifications provided during the past decade

By using this form, please provide the information requested about the various missions that your company has performed under a contract, either individually or as a lead partner within a consortium.

1- GNL export terminals or liquefaction trains projects:

<table>
<tr><td colspan="2">Name and nature of the Mission:</td><td>Country:</td></tr>
<tr><td colspan="3">Project Features</td></tr>
<tr><td>LNG Terminal Capacity (bcm) or capacity of the liquefaction train (Mmtpa)</td><td>Contract type (according to BOOT Model or EPC or other)</td><td>Progress advancement status</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="2">Location:</td><td>Professional staff provided:</td></tr>
<tr><td colspan="2">Client Name:</td><td>Number of people:</td></tr>
<tr><td colspan="2">Address:</td><td>Number of man-months:</td></tr>
<tr><td>Start date (month / year)</td><td>Completion date (month / year)</td><td>Approximate value of</td></tr>
</table>

		services (in current dollars):
Name of the possible partner(s):		Number of man-months provided by the partner(s):
Name and functions of key officials (Head / Project Coordinator, Team Leader):		
Project Description:		
Description of services provided by your staff:		
	Name of Advisor:	

The bidder must provide for each of these missions (projects) a performance certificate signed by the client.

2-Projects of combined cycle units:

Name and nature of the Mission:		Country:
Project Features		
Capacity (MW)	Contract (IPP or EPC or other)	Progress status
Location:		Professional staff provided:
Client Name:		Number of people:
Address:		Number of man-months:
Start date (month / year)	Completion date (month / year)	Approximate value of services (in current dollars):
Name of the possible partner(s):		Number of man-months provided by the partner(s):
Name and functions of key officials (Head / Project Coordinator, Team Leader):		
Project Description:		
Description of services provided by your staff:		
	Name of Advisor:	

The bidder must provide for each of these missions (projects) a performance certificate signed by the client.

3- Gas pipelines projects:

Name and nature of the Mission:		Country:
Project features		
- Pressure in bars, length in kilometers, and diameter in inches of the pipeline. - Capacity of the compressor station in MW.	Contract (as per BOOT model or EPC or other)	Progress status
Location:		Professional staff provided:
Client Name:		Number of people:
Address:		Number of man-months:
Start date (month / year)	Completion date (month / year)	Approximate value of services (in current dollars):
Name of the possible partner(s):		Number of man-months provided by the partner(s):
Name and functions of key officials (Head / Project Coordinator, Team Leader):		
Project Description:		
Description of services provided by your staff:		
	Name of Advisor:	

The bidder must provide for each of these missions (projects) a performance certificate signed by the client.

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix C -2

Model résumé for the proposed key personnel

Proposed Position: _____

Company Name: _____

Employee Name: _____

Occupation: _____

Birth date: _____

Years of employment within the company: _____

Nationality: _____

Membership of professional associations: _____

Specific duties: _____

Key qualifications: _____

(In a half-page maximum, outline the aspects of training and experience of the employee that are most relevant to his/her remit; indicate the level of responsibilities exercised by the employee within the framework of previous missions , by specifying the date and place.)

Education:

(In a quarter-page maximum, summarize the university studies and other specialized education taken by the employee, by indicating the school or university name, the years of study and the diplomas obtained.)

_____

Professional experience:

(On three-quarter of a page as a maximum, list the jobs held by employees since the end of his or her studies, in reverse chronological order, by starting with his/her present position; for each one of them, indicate the dates, the name of the employer, the professional title of the employee and the workplace for the last decade jobs; further specify the type of work performed and provide, where applicable, the names of clients as references).

Languages:

(Indicate for each language the level of knowledge: read / spoken / written, medium / good / excellent.)

Certificate:

I hereby certify, on the basis of data available to me, that the above information accurately reflect my situation, my qualifications and my experience.

Date:

Signature of the employee or of the authorized officer of the company Day / Month / Year

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix D

Commitment Letter

I the undersigned.....

acting in the name and on behalf of .....

a limited company (or limited liability) with a capital of .....

.....

having its headquarters in .....

choosing as a domicile / place for notifications .....

Phone No.. ..... Fax No .....

registered in the Trade Registry of .....

under number .....

---

(1) I, the undersigned .....

acting under the powers bestowed upon me, in the name of and on behalf of the joint and several combination of the following Companies:

- a (Joint Stock or limited liability) Company with capital of .....

.....

having its headquarters in .....

choosing as domicile / place for notifications .....

Phone No.. ..... Fax No. .....

registered in the Trade Registry of .....

under number .....

- a (Joint stock or limited liability) Company.....

.....

.....

choosing as domicile / place for notifications.....

Phone No.. ..... Fax No .....

registered in the Trade Registry of .....

under number .....

(1) in the case where the bid is presented by a consortium.

After becoming informed about all parts of the Tender Documents of the Tender

No. SP 488 646 for the performance of obligations under the Contract,

Certify to ONEE that the proposal that is the subject of this bid is fully compliant with all requirements and provisions of the Tender Documents, with the only exceptions mentioned below:

.....

This list of exceptions is full and strictly limited. Any prescription or provision mentioned in the Tender documents and not included in the bid is deemed accepted and included in this bid.

The amounts mentioned in the financial proposal correspond to the so defined bid, by taking into account these exceptions.

Executed in ..... (city) on ..... (date).

(Seal + signature)

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix E

STATEMENT OF INTEGRITY

"We declare and pledge that neither we nor any other person, including among our officers, employees or representatives acting on our behalf based on our instructions properly or with our knowledge and consent, or with our consent, will commit any Prohibited Practice (as defined below) in connection with the tendering procedure or in the execution or the provision of works, goods or services regarding the Tender No. SP 488 646, and to inform you in case such prohibited practice would be brought to the attention of any person in charge within our company of ensuring the implementation of this statement.

During the term of the tender procedure and, if our bid is accepted during the term of the contract, we shall designate and maintain a person in office - who will be submitted to your approval, and to whom you will have unlimited and instant access - and who will be responsible for ensuring, by having the necessary powers for this purpose, the implementation of this Statement.

If (i) we or any officer, employee or representative, acting as stated above, have been convicted by a court of any kind, for any offense involving a Prohibited Practice in connection with any tendering procedure or provision of works, goods or services during the five years immediately preceding the date of this Statement, or (ii) any such officers, employees or representatives has been dismissed or resigned in any employment whatsoever because he or she was involved in any Prohibited Practice whatsoever, you will find below the details about this conviction, this dismissal or resignation, as well as the details of the measures we have taken, or will take, to ensure that neither we nor any of our employees will commit any Prohibited Practice in connection with the Procurement [provide details if necessary].

If the Procurement is awarded to us, we grant the Developer and auditors appointed by either of them, as well as to any competent authority under Moroccan laws, the right to inspect our documents. We agree to keep such documents during the period generally required by legislation but, in any event, for at least six years from the date of provisional acceptance of the Procurement".

For the purpose of these provisions, the following expressions are defined as stated below:

- **"Corruption maneuver":** offering, promising or granting any undue advantage to influence the decision of a public official, or threatening to harm him or her, his or her job, property, rights or reputation in connection with the procurement process or in the execution of the contract in order to improperly obtain or retain business or obtain any other improper advantage in the conduct of one's business.

- **"Fraudulent maneuver":** dishonest statement or concealment of information in order to influence a procurement procedure of a procurement or the performance of a contract to the detriment of the Developer, and that includes collusive practices among bidders (prior to or after the submission of bids) or between a bidder and the Assistant of the Owner or a representative of the Developer in order to establish bid prices at non-competitive levels and to deprive the Developer from the services from fair and open competition.

"Developer ": The person designated as such in the tender documents or the Contract.

"Public Authority": any person holding a legislative, administrative, managerial, political or judicial function in any country, or exercising any public office in any country, or any officer or employee of a state-owned enterprise or legal entity controlled by a state-owned enterprise of any country, or any leader or officer of any international public organization.

"Prohibited practice" means any act that is a Corruption Maneuver or Fraudulent Maneuver.

Executed in ..... (city) on. ..... (date)

Bidder's representative

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix F

COMMITMENT OF CONFIDENTIALITY

I the undersigned, Mister or Madam ..... .consultant within the..... firm, undertake to treat confidentially all documents, data, and other information relating to ONEE, transmitted directly or indirectly under the missions entrusted to Advisor ....., and regardless of their form and content, and not to use such information for any purpose other than the execution of these missions.

All such documents, data and other information will keep a confidential nature beyond the completion of the project, or its early dissolution for a minimum of three years after the completion of the Project.

I further undertake to disclose those documents, data and other information only to the staff of firm..... interested in the Project, provided that such staff is bound by a confidentiality commitment that is similar to this one.

Executed in..... (city)

[Advisor's signature]

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix G

FACT SHEET

(To be completed in block letters)

Employees of the company (First Name and Last Name):.....

Identification of Supplier:

Company name	
Initials	
Legal form	(Joint stock company, Limited company, general partnership,)
Creation date	/ /
Address of social headquarters	
Postal code	
City	

Postal and postal code box

Country

Country City

Area code

Phones

Fax

Website W W W .

Financial Information:

Capital Currency

Of turnover for the previous three years:

Year 20 ..

Year 20 ..

Year 20 ..

Tax References and CNSS (or equivalent for foreign suppliers):

the Fiscal ID

Patent

CNSS

Trade Register

Registry of Commerce registration Place

Bank details (RIB No. indicate the main account of 24 numeric characters):

No RIB

bank

Bank address

Executed in: (location)

On: (date)

Stamp and signature(*)

(*): Specify the name of the signatory

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

APPENDIX H

DEFINITIONS

"**Advisor**" or "**the Assistant and Technical Advisor**": Refers to the technical advisor to be selected in the framework of the present Tender.

"**BOOT**" (Build, Own, Operate and Transfer): refers to a type of Public-private Partnership, whereby the private partner builds, owns, operates, and transfers the Asset.

"**Tender**": refers to the documents making up the present tender

"**Candidate**": refers to any bidding Technical Consulting Firm which has responded to the present Tender.

"**Client**": means l'Office National de l'Electricité et de l'Eau Potable

"**Commissioning**": refers to the action of commissioning and operating all Project installations after a successful completion of the reliability tests, in compliance with the PPA Construction Contract.

"**Gas pipeline**" refers to the high-pressure pipeline for the natural gas transport from the LNG Terminal to the GME pipeline. It is made up, without being limited to, the pipeline for the transportation of gas; switching stations, regulation and pig trap stations , cathodic protection systems; electrical installation ; monitoring and control stations, gas-compressor station, if necessary ; metering stations and any auxiliary of the Gas pipeline that are conformant with international standards and practices.

"**Inter-ministerial Committee**": refers to the Committee tasked with the opening and evaluation of the bids relative to the IPP projects, or, if the need should arise, the *Ad-hoc Committee* instituted by the Authority's Administrative Board.

"**LNG Terminal**" refers to Morocco's LNG Terminal. It is constituted, without being limited to, of the following : sea-water in-take and discharge ; unloading and return lines ; cryogenic pipelines ; storage tanks ; re-condensers and vaporizers spray-pumps ; metering station ; pumps, valves and fittings ; regulation and service compressed-air stations; industrial and drinking water stations; electric stations; instrumentation and control commands; sea-water circuit; roads and drainage installation; fire-fighting system and any other auxiliary installation to the LNG Terminal, that are conformant with international standards and practices.

"**MW**": means megawatt

"**ONEE**": refers to the Office National de l'Electricité et de l'Eau Potable

"**PPA**": means the Power Purchase Agreement.

"**Project**" or "**Gas-to-Power Project**":, means the development, design, financing, construction, commissioning, operation and maintenance of the following gas and power infrastructures; the maritime jetty or causeway, the LNG Terminal including storage tanks at Jorf Lasfar, the combined-cycle (CCGT) power plants, having a total power of roughly 2400MW, supplied from the LNG terminal, as well as the transport pipeline linking the LNG Terminal to the GME, the Connecting natural gas pipelines to the combined cycles power plants , eventually the natural gas underground storage facilities;.

"**Projects Contracts**": collectively means, the LNG Supply and Purchase Agreement, the Re-gasification Agreement, the Gas transportation agreement and the Power Purchase Agreement, and any other contract or agreement which may be concluded directly by the Project company(-ies) and ONEE.

"**Règlement de Sécurité des Canalisations du Gaz naturel**": refers to the scheme established by the Moroccan Ministry in charge of Energy, Mining, Water, and the Environment, which defines all the technical and

administrative provisions which must be observed during the design, the construction, the testing and operation of the facilities for the transportation and distribution of natural gas in order to facilitate the integration of the facility within its environment, taking account the security aspects , the supply, and the efficiency of the installations, and more generally, the use of these facilities.

"**The Dhar doum Combined-cycle Power Plant**": designates the 1200 MW Combined-cycle thermal power plant, located on the site known as Dhar doum. It comprises all the equipment necessary for the power generation, and its auxiliaries; mechanical and electrical accessories; generators; transformers; buildings; workshops; cooling water in-take and discharge; connecting natural gas pipeline , and more generally, all the equipment necessary to a normal operation of the two combined-cycle units.

"**The Jorf Lasfar Combined-cycle Power Plant**": refers to the 1200 MW combined-cycle thermal power plant, located on the Jorf Lasfar site. It comprises all the equipment necessary for the power generation, and its auxiliaries; mechanical and electrical accessories; generators; transformers; buildings; workshops; cooling water in-take and discharge; connecting natural gas pipeline, and more generally, all the equipment necessary to a normal operation of the two combined-cycle units. "**The Project Company**": refers to a company set up according to Moroccan Law, constituted by the successful bidder, ONEE, and national partners, which will conclude or be party to the agreements for the Project as will be defined by the tender.

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

APPENDIX I

Project Team

The Advisor shall put at the disposal of ONEE a team having an extensive experience in the design and the establishment of technical specifications which are the purpose of this Tender, and relative to missions 1,2,3,4,5 and 6, as well as any other possible additional service provision.

Missions	Name	Qualifications	Nature of services to be provided
Mission no. 1			
Mission no. 2			
Mission no. 3			
Mission no. 4			
Mission no. 5		Project-manager and Deputy project manager in charge of the thermal plants	
Mission no. 6			

NB: for the purposes of mission no. 5, only the project-manager and deputy project manager in charge of the thermal plant shall be retained.

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

Appendix J

Financial proposal Model Form

I, the undersigned, ...

Acting on behalf of .....

Public Limited Company (or, Private Limited Company) having a capital of .....

.....

Whose Head Offices are located at .....

And having elected domicile at .....

telephone no .....Fax no .....

Registered on the Trade Roll of.....

under number .....

---

(1) I, the undersigned .....

Acting by virtue of the powers which have been vested in me, in the name and on behalf of a joint and several consortium of Companies, comprising:

- (Public or Private Limited Company) with a capital of.....

.....

With Head Offices at .....

And having elected domicile at .....

Telephone no .....Fax no .....

Registered on the Trade Roll of .....

Under number.....

- (Public or Private Limited) Company .....

.....

.....

Having elected domicile at.....

telephone no .....Fax no .....

Registered on the Trade Roll of.....

Under number.....

---

(1) in case of a tender presented by a group of tendering companies,

After having gained cognizance of all the items which make up the Tender documents no SP 488 646 and, after having personally become acquainted with the situation of the location and appreciated the consistency of the obligations pertaining to the Contract,

Submit myself and commit, *vis-ā-vis* ONEE, to hand in a bid that is conformant with the terms and conditions spelled out in the documents which make up the Tender file no. SP 488 646,

The obligations arising from the Assistance and Technical Advisory Contract shall be performed in return for compensation. The latter is a firm, non-revisable and lump sum price, which is indicated in figures and full letters below. I have set the prices, after having assessed, from my own view and under my responsibility, the nature and the difficulty of the obligations to be met and fulfilled.

I confirm that the break-down of the Contract price, exclusive of VAT, for the missions pertaining to the Contract has been set as follows:

price No	Description	Quantity	Unit-based amount Exclusive of VAT		Total Amount Exclusive of VAT	
			Currency	*Dirhams*	Currency	*Dirhams*
I – 1	Mission 1 : - lump sum price	F				
I – 2	Mission 2: lump sum price	F				
I – 3	Mission 3: Lump sum price, exclusive of the Front End Engineering Design related to the compression station(s).	F				
	Lump sum price for the Front End Engineering Design related to the compression station(s).	F				
I – 4	Mission 4: - Lump sum price for the review of four bid proposals.	F				
	- lump sum price for the review of any bid proposal beyond the review of four bid proposals	3				
I – 5	**Mission 5 :** **(Only the Project-manager and the Deputy Project-manager in charge of the combined-cycle plants shall assist ONEE in mission 5)** **- lump sum price for the services rendered by the Project-manager**	F				
	lump sum price for the services rendered by the Deputy Project-manager in charge of the combined cycle plant	F				

I – 6	- Lump sum price per additional trip to Morocco beyond the 16 invitations to attend.	6				
1-7	Mission 6 (in option) - lump sum price	F				
			TOTAL			

NB: A foreign bidder shall denominate the prices of his bid as follows:

-In MAD for services that he intends to order and get in Morocco;

-In readily convertible foreign currency for services that he intends to order and obtain outside of Morocco.

The present price details have been set at the amount of (Exclusive of VAT and withholding tax at the sources):

- ***In currency: (in full letters)*****.....**
- ***In Dirhams: (in full letters)*****.....**

In the event of a contradiction between the prices expressed in figures and those expressed in letters, the values expressed in full letters shall prevail over those expressed in figures.

By the present bid, I confirm that I firmly commit and that my bid will be valid for a six (6)-month period, starting from the deadline set by the Tender document for the submission of the present bid.

Done in ....., on this day of.....

(Official seal and signature)

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

APPENDIX K

ADDITIONAL SERVICES

ONEE may be called up to request the Advisor to offer additional services which have not been provided for in the range of services which are set forth in the present Tender. In this case, these additional services shall be settled as part of controlled expenditures, on the basis of the remunerations provided for in the daily rate schedule which is feature in the list below:

THE PRICE LIST CORRESPONDING TO ADDITIONAL SERVICES

Name of the expert	Area of Specialty	Daily rate in currency (Exclusive of VAT and other withholdings)

The prices corresponding to additional services are given for information purposes only and ONEE reserves the right to negotiate them thereafter.

The comparison between commercial bids does not take into account the prices corresponding to additional services which are the subject of the list above.

TO SELECT THE ASSISTANT AND TECHNICAL ADVISOR FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

APPENDIX L

Cost Breakdown:

Description		Total in MAD	Total in Currency	Total
Installation of the LNG Terminal				
Equipment (to be detailed)	Supply			
- Installation works. - Temporary facilities - Transportation - Construction works	Construction			
- Surveys and studies - Project engineering and management - worksite supervision - Commissioning and spare parts - Insurance - Contingencies.	Indirect costs			
	General expenses			
Installation of the Gas pipeline				
Equipment (to be detailed)	Supply			
- Installation works. - Temporary facilities - Transportation - Construction works	Construction			
- Surveys and studies - Project engineering and management - worksite supervision - Commissioning and spare parts - Insurance - Contingencies.	Indirect Costs			
	General expenses			
Installation of the Jorf Lasfar Combined-cycle Power Plant				
Equipment (to be detailed)	Supply			
- Installation works. - Temporary facilities - Transportation - Construction works	Construction			
- Surveys and studies - Project engineering and management - worksite supervision - Commissioning and spare parts - Insurance - Contingencies.	Indirect Costs			
	General Expenses			
Installation of *Dhar doum* Combined-cycle Power Plant .				
Equipment (to be detailed)	Supply			
- Installation works.	Construction			

-Temporary facilities - Transportation - Construction works				
- Surveys and studies - Project engineering and management - worksite supervision - Commissioning and spare parts - Insurance - Contingencies.	Indirect Costs			
	General Expenses			

KINGDOM OF MOROCCO

المكتب الوطني للكهرباء و الماء الصالح للشرب

Office National de l'Electricité et de l'Eau Potable

OFFICE NATIONAL DE L'ELECTRICITE ET DE L'EAU POTABLE

GAS TO POWER PROJECT

TENDERS N° SP 488 646

FOR:

ASSISTANCE AND TECHNICAL ADVISORY FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

September 2015

General Provisions of the Tender

Bidding and Contract-Award Phase

Expenses related to The Tender	The bidder shall bear all the expenses related to the preparation and the submission of his tender. Under no circumstances will ONEE be responsible for these expenses or required to pay them, however the unfolding and whatever the outcome of the Tender may well be. The documents making up the tender will be returned to the bidder who so requests, providing that the request is made within a period not exceeding fifteen days after the award of the Contract.
Modification of the Tender file	Prior to the deadline set for the submission of the tender, ONEE may modify, clarify, or complete the Tender file by publishing an addendum, under the conditions shown below: - In order to give Bidders sufficient time to take into account the contents of the addendum in the preparation of their bids. ONEE may postpone, as often as necessary, the deadline set for the submission of the bids; - Any addendum thus published will be considered an integral part of the Tender and will be addressed or handed out, along with a proof of receipt, to all the bidders who have claimed the Tender file; - The bidders must abide by the provisions set forth in the said addendum;
The Language of the Tender	The bid, as well as all correspondence and all the documents pertaining to the bid, as exchanged between the bidder and ONEE, shall be written in French. Any additional documents and printed matter that are provided by the bidder may be written in another language, on the condition that they are accompanied by a summary of their contents in French. In case of any contradiction between the two versions, it is the French translation which will be given precedence. All correspondence must bear the full number assigned to the Tender.
Form and Signature of the Bid	All the written items in the bid must be sealed and signed on all the pages. Besides, on the last page, the following sentence: "Read and approved," must be written, followed by the signature of the person or persons who have been duly authorized to sign on behalf of the Bidder. The bids presented by consortiums must be signed by the members of the consortium concerned and counter-signed by the leader of the consortium.
Bid Guaranty	300,000 MAD.
Evaluation and comparison of the Bids	Only the bids that are deemed conformant will be evaluated and compared; For every bid, the amount of the comparison will be determined according to the following procedure : -Convert in *Dirhams* the amounts of the bids expressed in foreign currency, by applying the *selling rate of the* exchange-rate which is published by *BANK AL-MAGHRIB,* and in force on the deadline set for the submission of the bids; -Taking rebates, if any, into account; NB: in case of the participation of Moroccan and foreign firms and to meet the requirements of comparisons between bids, the amount proposed by the foreign firm shall be increased by 10% corresponding to withholdings at the source. The bidder who has achieved the highest score (Sg) shall be retained for negotiations,

	ONEE reserves the right to negotiate with the three bidders who have obtained the best scores.
Publication of the results of the Tender	ONEE shall post the results of the Tender within a period not exceeding 7 (seven) working days, starting from the date of the approval of the judgment and shall inform the competitors that have been eliminated, if they so request, about the reasons behind their elimination within a period of time not exceeding 15 (fifteen) days starting from the date the request is received. Concerning the reasons warranting the elimination of any bidder, ONEE is not required to respond but to the requests which reach it within a period of 21 (twenty one) days, starting from the date the results of the Tender are published. The results of the Tender and the results of the judgment of the bids shall be posted on ONEE web-site, at the following address: www.one.ma (rubric: Fournisseurs AO / résultats). The results will bear on the following information: - The reference and purpose of the Tender; - The date the bids are unsealed; - The date of the judgment; - The competitor(s) that has/have been retained and the amount of the allocation; The results shall remain posted for 15 (fifteen) days as a minimum.
Acceptance of the bids	ONEE reserves the right to accept or reject any bid, to cancel the Tender procedure and to reject all the bids, at any time, before the award of the contract. In this propose, no bidder may claim any kind of indemnification if his bid is not accepted or if no action is taken on the Tender.
Award of the Contract	Subject to the article relative to the conditions required to bid and to the article relative to the acceptance of bids, ONEE shall award the contract to the bidder whose bid is deemed to be the most advantageous following the process of negotiations. Unless it is expressly stated, an information letter or telecopy does not constitute a commitment on the part of ONEE to award the contract.
Drawing up of the Contract	ONEE draws up the contract, including all the provisions agreed to by the parties and the commitments made by bidder that has been awarded the contract, both in his initial proposition and those accepted by him, at the request of ONEE after the submission of the bid. ONEE then conveys to the successful bidder, by covering note, two original copies of the contract for signature. The successful bidder is required to return to ONEE the two original copies of the contract, at his earliest convenience, after they have duly signed and stamped, or to inform ONEE about its observations, in case the drafting of the said contract should give rise to any reservation(s) on his part. If the successful bidder does not respond within a period of 15 (fifteen) days maximally, or, if he should make use of stalling tactics in order to delay the contract, ONEE shall be entitled to supplant him. In the event that, following some observations formulated by the successful

	bidder, the drafting of the final contract should necessitate additional time, the successful bidder may on no account avail himself of this in order to desist. In case an agreement cannot be reached with the successful bidder, ONEE reserves the right to deal with another supplier of its own choice.
Notification of the Contract Award	An original copy of the contract, signed and approved by the two parties, shall be notified by ONEE to the successful bidder by "Letter of Notification," which is sent by way of certified mail. The successful bidder shall confirm reception of the contract-award notification and the proof of receipt must be returned to ONEE. If the successful bidder refuses the contract that has been notified to him, ONEE shall be entitled to supplant him and take against him any measures apt to preserve its own rights.
Contract-award Date	The Contract-award date is the one which has been appended to the notification letter.

KINGDOM OF MOROCCO

المكتب الوطني للكهرباء و الماء الصالح للشرب

Office National de l'Electricité et de l'Eau Potable

OFFICE NATIONAL DE L'ELECTRICITE ET DE L'EAU POTABLE

(The National Power and Drinking Water Authority)

GAS-TO-POWER PROJECT

Tender No. SP 488 646

For the purpose of:

ASSISTANCE AND TECHNICAL ADVISORY FOR THE DEVELOPMENT OF THE GAS TO POWER PROJECT

September, 2015

General Provisions pertaining to the Tender

The Commitment Phase

Note: The elements featured in this part shall be taken up and integrated within the contract concluded with the successful bidder.

Consortium of companies	- If the Contractor consists of a consortium of companies, the latter shall be required to observe the terms of the commitments vis-à-vis ONEE. The companies making up the consortium shall appoint one company which will be acting as the authorized representative empowered to act on behalf of the consortium. The composition or the constitution of the consortium after the submission of the bid may not be modified without a prior written agreement by ONEE and the drawing up of a rider to be submitted to ONEE for approval. The payment shall be made in the name of the leader and paid into a common account opened in the name of the consortium. The leader of the consortium is required to prepare bills by stating at the letter-head, the corporate names of the members of the Consortium.
Applicable Regulatory Texts	In addition to the terms of the commitment, the services provided are subject to the laws, regulations, and norms in force; These texts prevail over one another in the following order: - *Dahirs* (or, Royal decrees); ministerial decisions and regulations; - Moroccan norms and rules issued by technical organisms or committees, the application of which has been rendered obligatory by ministerial decision; - International standards and regulations in force.
Domicile of the Contractor	The domicile of the Contractor is the one which is mentioned in the bid In case of a change of domicile during the obligation-performance period, the Contractor must immediately notify ONEE by telecopy and confirm it by a certified mail with acknowledgment of receipt, within a 15 (fifteen) day period following the date of the occurrence of the change.
Change of Corporate Name; modifications	In the event of a change in the corporate name or the denomination of the Contractor, the latter should inform ONEE forthwith and in writing and append the following documents or equivalent documents, according to the Contractor's national regulations : - The minutes of the Extraordinaire General Meeting which has decided the said changes; - Copy of the publication of the change notification, as it appeared in the legal announcements section of a newspaper; - Attestation signed and authenticated by the new Contracting entity, whereby the latter formally and irrevocably commits to implementing or continuing the performance of the commitments; - An extract of the Trade Register. If the Contractor does not provide the above items, all bills or banking guarantee under the new domination shall be automatically turned down.
Confidential Information	Each of the two parties shall deem as confidential and abstain from divulging the documents and information relating to the commitment, unless the party has secured a prior written consent from the other party regardless of whether the information has been provided before, during, or after the execution of the commitment. Nevertheless, the Contractor may elect to communicate to one or more of his subcontractors the documents and information that he will have received from ONEE. In this case, the Contractor must obtain from this/these sub-contractor(s) a confidentiality commitment that is analogous to the one that is required from the Contractor, by virtue of the present Article

Delegation of responsibility	Neither Contracting party may transfer the rights and obligations arising from the commitment, without the written agreement of the other party.
Guaranties	Performance guarantee as well as the holdback are not provided for.
Penalties for delay	Penalties for delay are not provided for.
Taxes and duties	**Generalities:** All mandatory taxes and duties are calculated on the basis of the methods and rates in force at the deadline for the submission of the bids. In case of variation in fiscal charges during the period of the performance of the commitment, only the variations affecting Value-added Tax shall be applied to the prices. The Contractor must abide by any modification occurring in the regulation in force relative to taxes and duties. **(TVA) Value-added Tax:** For the settlement of VAT applied to the services provided or used in Morocco but nonetheless payable in foreign currency, the Contractor is required to conform to the legislation and regulations in force. It should be stressed that if through the act of the Contractor, billing occurs at a moment where VAT is higher than the one in force on the date of the provision of services which are the subject of the said bills, the supplement of this tax, thus registered, shall be borne by the Contractor. **Withholding at the Source** Foreign companies which offer services that are subject, within the meaning of the Law, to the provision of withholding at the sources the rate applied is 10%. This constitutes a discharge from IS (or, the Corporate Tax), on the amounts of money in the rubrics that are subject to such withholding tax, not only those that are expressed in *Dirhams* but also those in foreign currency, to be paid to non-resident natural persons or moral entities. The withhold tax shall be paid by ONEE on behalf of the Contractor.

Billing/Invoicing

Drawing up of the Invoice

As a general rule, all invoices must:

- Be drawn up in 7 (seven) copies and be conformant with Contract provisions ;
- Correspond to one commitment;
- Comprise the following elements:
  - The date of the bill;
  - The corporate name and the address of the Contractor which must be conformant with those mentioned in the commitment;
  - Legal notices;
  - The full number of the commitment pertaining to it;
  - The purpose of the commitment;
  - The note "VAT invoiced separately" for basic invoices, covering works and services which are expressed in foreign currency;
  - The amount of VAT due or the notice : "exonerated" or "outside the range of application of the VAT";
  - Bank account details of the Contractor (full number of the banking account, along with the Bank's address in full);
  - The amount established in figures and letters;
  - The seal of the Contractor and the signature of the person that is empowered to act.

Submission of the Bill/Invoice:

- The invoice must be addressed to or deposited at the Head Offices of ONEE-Branche Electricité located at 65, Rue Othman Ben Affan Casablanca 20000 - BP 13 49

Non-conformant Invoice:

- Any invoice that does not meet all the conditions and terms provided for by the Commitment or which comprises errors shall be rejected and the Contractor will be informed in writing, within a period of time not exceeding thirty (30) days from the day it is received by ONEE.

Service Order	The Contractor must strictly abide by the service orders that are issued to him, in the framework of the Commitment. The service orders are mandatorily written and duly signed by ONEE. They are dated, numbered, and registered. The Contractor is required to give a receipt whenever he receives a notification of a service order. Service order notifications are issued in return of an acknowledgement of receipt when the notification is handed out to the Contractor directly or when it is sent to him, by means of certified mail. If the Contractor refuses to receive the service order notification, a report on the failure to receive is drawn up by ONEE. In case of a Consortium, the notifications are issued to the authorized representative, who is, alone entitled to present reservations on behalf of the consortium.
Dispute Settlement	If a dispute should arise between ONEE and the Contractor as a result of the interpretation or the performance of the Commitment, the parties shall put all their efforts and good will in order to settle it amicably. If, within a period of thirty (30) days, the two parties cannot settle the arisen dispute amicably, the dispute will be settled thus: - For Moroccan Contractors: By the competent Moroccan jurisdictions; - For foreign Contractors: ONEE and the Contractor may, should the need arise, resort to arbitration, according to the International Chamber of Commerce's regulations governing conciliation and arbitration. In this case: - The location of arbitration shall be set by the arbitration tribunal in a country other than the parties' own; - The applicable law shall be Moroccan Law. If the arbitration tribunal should declare itself incompetent, the dispute will then be submitted to the competent Moroccan jurisdictions. The two parties may opt for another recognized arbitration entity. Nevertheless, in case of disagreement on another entity, arbitration will be entrusted with the International Chamber of Commerce. Under no circumstances the procedure adopted for the dispute settlement will defer or suspend the execution of work. If, within a three (3) months' period starting from the notification of the Contractor about the decision regarding the claims which have led to a general report and statement, the Contractor has not initiated any arbitration procedure, he is considered as having definitively accepted the said decision. Any procedure of arbitration or action before any entity whatsoever shall be inadmissible.
Termination of the Commitments	The parties may decide to put an end to their (contractual) commitments by common agreement. The agreement may be terminated in case of partial or total non-fulfillment by either party of its obligations under the said agreement, by way of certified mail with acknowledgement of receipt and a period notice of one month. The termination does not in any way release the parties from their respective obligations which came into being prior to the termination of the agreement. Any notice of the termination of the agreement must be conveyed to the other Party by means of certified mail with acknowledgement of receipt.

Assignment	The assignment of the agreement is forbidden, except in case of total or partial transfer of the assets of the Contracting Company, following a merger or a scission. In these cases, the agreement may not be transferred except by an express authorization emanating from ONEE. On the basis of this authorization, an amendment to the contract must be concluded. The assignee must offer the same guarantee as the holder of the original agreement.