

**REQUEST FOR PROPOSALS**

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|---|----------------------------|
| ISTPs Commercial and Technical Assessment | Tender Name |
| 002730 | Tender Number |
| 16/12/2025 | Release Date |
| 24/12/2025 | Questions Deadline |
| 31/12/2025 | Tender Closing Date |
| Bids must be submitted to the Procurement Department at the Saudi Water Partnerships Company in separate sealed envelopes (Technical Proposal & Financial Proposal) to the following address: King Fahd Road – Moon Tower – Ground Floor https://maps.app.goo.gl/Nrv4RqJA89BYqYgW9 | Submission |



Section 1. Saudi Water Partnership Company (SWPC)

Saudi Water Partnership Company S.M.L.L.C established pursuant to the Supreme Economic Council's resolution number 5/23 dated 23/03/1423, is owned 100% by the Ministry of Finance. Vision 2030 recognizes the critical importance of ensuring the future reliable provision of water supplies and sanitation services for the well-being and quality of life for all citizens of the Kingdom of Saudi Arabia ("KSA"). MEWA is responsible for achieving the water, agricultural and environmental related targets of Saudi Arabia's Vision 2030.

Pursuant to a KSA Royal Court (40) Royal Order issued on 15/1/1440H (corresponding to 25 September 2018), MEWA was given the right to procure a number of projects with private sector participation. MEWA has delegated its right to be procurer for the water projects to .

The role for includes the following:

- To be the off taker for all future Independent Water Projects ("IWPs"), Independent Water and Power Projects ("IWPPs"), Independent Sewage Treatment Projects ("ISTPs") and Independent Strategic Water Reservoirs ("ISWR").
- To manage and lead the procurement process (in coordination with all stakeholders) for such independent projects from project initiation till negotiations, contract signing with developers, and oversight over construction; and,
- To be fully involved in the downstream water sector, including activities like demand forecasting & management, selling of water and related power services to water authorities/independent bulk off-takers/ transmission companies and potentially management of subsidy payments and balance of accounts for the water sector.



Section2. Purpose of the Project

The objective of this RFP is to seek proposals from leading consulting firms to appoint an expert (Consultant) to conduct a comprehensive technical evaluation of ISTPs. The technical evaluation of the ISTPs should be comprehensive and cover all necessary aspects to optimize their performance, ensure compliance with current agreements (SAT, OSA, SIA) and best practices, and plan for future needs. The scope of this evaluation is intended for three (03) ISTPs located in different cities (Jeddah, Taif, Dammam) with their design capacities as follows;

| ISTP | Design Capacity |
|-----------------------|---------------------|
| | (m ³ /d) |
| Jeddah Airport 2 ISTP | 300,000 |
| Dammam ISTP | 200,000 |
| Taif ISTP | 100,000 |

These ISTPs are state-of-the-art facilities incorporating a range of advanced technologies, including innovative biological reactors, sophisticated sludge handling and treatment systems, as well as conventional pre-treatment and post-treatment processes.

Section3. Scope of Work

The Consultant shall collaborate with stakeholders and deploy appropriate technical resources with the required expertise to fulfill the following terms of engagement. These terms are not exhaustive, and the Consultant may propose additions, revisions, or enhancements to optimize their role in the engagement.

The scope of works for this project includes the **following tasks**:

Roles and Duties

The Consultant will be responsible for conducting a thorough technical evaluation of the ISTPs to:

- Assess the current treatment processes, infrastructure, and equipment.
- Identify areas for optimization or upgrade to improve efficiency and compliance.
- Recommend technological innovations or operational improvements.
- Evaluate the plant's capacity and capability to meet current and future demands.
- Ensure the plant is in compliance with local, regional, and national environmental regulations.
- Identify details of the following:
 1. Potential technical risks.
 2. Issues related to bad actors and chronological discrepancies in sewage treatment plants.
 3. Potential disputes arising from differing technical understandings and operational practices.



4. Evaluate the plant's capacity capabilities to meet current and future demands.
5. Assess the necessity for expansion based on agreements expansions capacities following past years of operation.

Specific Tasks and Deliverables

The Consultant shall perform the following tasks and deliver the corresponding reports and recommendations:

Data Collection & Review

- Review existing documentation, such as design drawings, operational manuals, and performance reports etc.
- Collect and evaluate the operational data (e.g., influent/effluent quality, flow rates, chemical usage, energy consumption, etc.).
- Evaluate the performance of the existing treatment processes (e.g., preliminary treatment, primary treatment, secondary treatment, tertiary treatment and sludge management, etc.).
- Collect and review of influent raw sewage quality parameters
- Study of Zinc and Copper with heavy metal limits of sludge and TSE.

Site Inspection

- Conduct a thorough site visit to assess the plant's physical conditions, including equipment, infrastructure, and environmental factors.
- Identify operational issues, safety concerns, and maintenance requirements.

Process Evaluation

- Evaluate the effectiveness of the current treatment technologies used (e.g., activated sludge bioreactors, sludge digestion and drying systems, biogas handling and cogeneration systems etc.).
- Assess the capacity and operational performance of the plant's unit processes.
- Examine energy efficiency, resource recovery potential, and potential for improving operational cost-effectiveness.

Regulatory Compliance

- Verify compliances with all local, state, and national wastewater discharge standards and regulations.
- Identify potential risks related to non-compliances and recommend solutions.

Environmental Impact



- Assess the plant's environmental impact, including energy usage, emissions, effluent quality, and sludge management.
- Recommend sustainable technologies and best practices to minimize the environmental impact and reduce carbon footprint.

Performance monitoring and indicators

- Evaluate the current performance of the plant and provide performance monitoring strategy with the indicators.
- Recommend capacity upgrades or modifications, if needed.

Technology and Innovation Review

- Identify emerging technologies, such as advanced treatment processes, automation, or resource recovery systems, that could be integrated into the plant to improve performance or reduce lifecycle costs.
- Evaluate the feasibility and cost-effectiveness of implementing new technologies.

Operational and Maintenance Recommendations

- Provide a comprehensive assessment of the plant's maintenance strategy, operational procedures, and staffing levels.
- Identify operational inefficiencies and recommend improvements to optimize day-to-day operations and long-term sustainability.

Cost-Benefit Analysis

- Conduct a cost-benefit analysis for potential upgrades, modifications, or new technology implementations, including capital, operational, and maintenance costs.
- Provide financial justifications for proposed solutions.

Reports and Recommendations

- Prepare detailed technical evaluation reports summarizing findings, recommendations, and justifications for proposed improvements.
- Present a prioritized action plan, timeline, and estimated costs for implementation.



Section4. Project Implementation Timetable:

The project will be completed in the following phases for each ISTP, with number of ISTPs considered to be three (3) with description outlined in Section 2.0:

| Phase | Description | Duration |
|-------------------------------------|------------------------------------|----------|
| | | weeks |
| Phase-1 | Data Collection and Initial Review | 2 |
| Phase-2 | Site Visit and Process Evaluation | 1.5 |
| Phase-3 | Analysis and Reporting | 1.5 |
| Phase-4 | Final Report and Presentation | 2 |
| Total Duration for each ISTP | | 7 |

The applicant must include in their proposal a plan and various options for conducting the study on the three (3) ISTPs. This could involve scenarios such as conducting all studies simultaneously, grouping a certain number of ISTPs together, or studying each ISTP individually. SWPC will evaluate the feasibility of the proposed options and select the most suitable one.

Project Deliverables

Upon project award, the deliverables for this project shall include the following:

- Data Collection and Review Report
- Site Inspection Findings
- Process Evaluation Report
- Regulatory Compliance Assessment
- Environmental Impact Assessment
- Capacity Assessment Report
- Technology and Innovation Review
- Operational and Maintenance Recommendations
- Cost-Benefit Analysis Report
- Final Technical Evaluation Report with Recommendations

The consultant is expected to perform the scope of work on an ongoing basis during the term of its assignment, to the satisfaction of the SWPC, within the guidelines set out herein this RFP and based on Good Utility Practice.

An inception report shall be provided to SWPC within one (1) week of the completion of site visits to provide a review of the preliminary findings and relevant issues. The Consultant will provide the draft evaluation report, within three (3) weeks of the site visits, covering in detail all points specified in Section



3, of this RFP and providing Consultant's findings. The report should be structured to ensure that each aspect of the scope of service as defined in Section 3.0 of this RFP is clearly addressed.

The draft report shall be supplemented with necessary site inspection records, templates, investigations, condition scoring, matrices, graphs, maps, drawings, photographs and other databases etc. generated during the course of study.

The draft report shall be subject to discussions with, and amendments to the extent required by SWPC prior to approval. The Final Technical Evaluation Report will be provided within one (1) week of receiving final comments from the SWPC.

Consultant Eligibility Requirements

In order to conduct the study, it is essential that the Consultant fully understands the existing site conditions including any potential complexities involved therein. The consultant must, therefore, have a strong reputation with proven expertise in wastewater treatment processes, environmental engineering aspects, and demonstrate a comprehensive understanding in respect of relevant regulatory standards as application within the KSA as well as the internationally accepted standards.

Key qualifications include:

- A minimum of 5 years of experience in wastewater treatment plant evaluation, design, or operation.
- Knowledge of industry best practices, energy optimization, and sustainability.
- Proven experience in conducting technical evaluations and preparing reports.

The Consultant must not be suspended by SWPC or any equivalent bodies in KSA. Furthermore, a signed statement confirming no conflict of interest is required with the proposal. The Consultant should be able to review documents, conduct meetings in Arabic and English, and produce reports in English.

Proposal Submittal Requirements

The consultants shall submit a technical and a commercial proposal in response to the RFP;

The Consultant's proposal must contain at least the following contents;

- 1) **Executive summary:** of the applicant's consultancy proposal providing a concise overview of their bid.
- 2) **Project Understanding:** with applicant's appreciation of the project requirements and a clear description of applicant's understanding of the engagement.
- 3) **Approach and Methodology:** setting out the manner in which the applicant proposes to carry out the consultancy services for services required in this RFP.
- 4) **Project Implementation Schedule:** setting out the manner in which the applicant proposes to carry out the services for the ISTPs.
- 5) **Staff Organization:** description of the Applicant's proposed staff organization structure allocated to the execution of the Services required and their curriculum vitae.



6) **Commercial Proposal:** in line with requirements specified in this RFP.

7) **Appointment particulars:** if any i.e., project references, confidentiality or non-disclosure agreements and signed statement of no conflict of interest etc.

SWPC reserves the right to seek further information from the applicant in relation to the applicant's proposal at its sole discretion and may even seek a meeting to discuss the applicant's proposal.

Commercial Offer

The applicant shall provide the commercial offer for the project scope of works specified in this RFP, in the format given below. Prices for the above scope of work and any additional required items should be filled in Saudi Riyal.

| Description | Unit | Value |
|--------------------------------|------|-------|
| Jeddah Airport 2 ISTP | SAR | |
| Dammam ISTP | SAR | |
| Taif ISTP | SAR | |
| Sub Total (without VAT) | SAR | |
| Value Added Tax (VAT) | SAR | |
| Gross Total | SAR | |

The following needs to be read in conjunction with the aforementioned payment structure.

- The fee set forth above shall be the capped fee for the overall scope of work and Consultant shall not claim or seek additional fees or compensation from SWPC.
- All costs associated with proposal preparation and submission in response to this RFP, will be borne solely by the applicant. SWPC will not be responsible or liable for any Applicants' costs regardless of the conduct or outcome of the bidding process.

Validity Period

The quotation must remain valid for a period of six (6) months from its submission date and is subject to agreement of the final terms of engagement. During this period, the bidder shall not modify the pricing or withdraw the proposal without prior written consent from SWPC. Any quotation that does not meet this validity requirement may be considered non-responsive.

Confidentiality

It is important that the Consultant fully respects obligations relating to confidentiality. Any information arising from the project must only be used for delivering advisory services for the project. All information provided to the selected service provider (Consultant) must be treated as confidential. The recipient agrees not to disclose any part of this information to third parties without the prior written consent of the Saudi Water Partnership Company (SWPC). This confidentiality obligation remains in effect even after the RFP process is completed.



The applicant is anticipated to comply with all laws, ordinances, rules, and regulations of KSA bearing upon the performance of its obligations under the terms of this RFQ and the letter of engagement. The Applicant must disclose any actual or potential conflict of interest that could affect its objectivity or impartiality in carrying out the scope of work.

**Section5. Project Implementation Location**

| # | Description | Capacity | Location |
|----|-----------------------|---------------------|--------------------------------|
| | | (m ³ /d) | |
| 1. | Jeddah Airport 2 ISTP | 300,000 | Plant Location |
| 2. | Dammam ISTP | 200,000 | Plant Location |
| 3. | Taif ISTP | 100,000 | Plant Location |

Section6. BOQ:

| No | Item | Quantity | UOM |
|----|---|----------|-----|
| 1 | ISTPs Commercial and Technical Assessment | 10 | No. |

Section7. Evaluation:

Technical 60%

Financial 40%

Section8. Technical Criteria with percentage

| Criteria | Weight |
|--|------------|
| Project Understanding & Scope Comprehension | 15% |
| Technical Approach & Methodology | 15% |
| Relevant Experience & Track Record | 10% |
| Qualifications & Availability of Key Personnel | 20% |
| Total | 60% |

Financial Criteria with Percentage

| Criteria | Weight |
|--------------------|--------|
| Financial Proposal | 40% |

$$\text{Financial Score} = (\text{Bidder's Price} / \text{Lowest Priced Bid}) \times 40\%$$



Section9. Assumptions & Constrains

Assumptions:

- Resource Availability: SWPC will allocate the necessary resources, including personnel, equipment, and facilities, to support the project.
- Stakeholder Engagement: SWPC stakeholders will actively participate in workshops, interviews, and discussions to provide valuable insights and feedback.
- Data Access: SWPC will provide timely access to relevant data sources, systems, and information required for the project.
- Change Management: SWPC will implement an effective change management process to support the adoption and integration of digital transformation and AI technologies.
- Budget Approval: SWPC will secure the required budget for the project, including costs associated with vendor services, software licenses, hardware, and training.
- Timely Decision-Making: SWPC will make timely decisions and approvals to ensure the project progresses according to the defined timeline.
- External Dependencies: The project may rely on external vendors or third-party services for certain components. SWPC will facilitate necessary collaborations and agreements with these external parties.

Constraints:

- Time Constraints: The project must adhere to the defined timeline and milestones to ensure timely completion.
- Budget Constraints: The project must operate within the allocated budget, ensuring cost-effective solutions and resource utilization.
- Regulatory Compliance: The solution must comply with relevant industry standards, regulations, and guidelines, including data privacy, cybersecurity, and accessibility requirements.
- Technical Limitations: The project may face technical limitations related to existing systems, infrastructure, and integration capabilities. These limitations must be identified and addressed to ensure successful implementation.
- Resource Constraints: Availability of key personnel and resources may be limited, requiring effective resource management and prioritization.
- Change Management: Implementing digital transformation and AI technologies may require significant organizational change. SWPC must be prepared to manage and address potential resistance and ensure a smooth transition.



Section10. Payment Terms

| Milestones | Payment Percentage |
|--|--------------------|
| Contact Signing | 10% |
| Mobilization of Senior Sewage Treatment Expert at SWPC Office | 10% |
| Completion of Phase-3 (Site Visit, Evaluation, Analysis and Draft Reporting) | 40% |
| Submission of Final Evaluation Report | 30% |
| Project Closure & Archive | 10% |
| Total | 100% |

Section11. Sanctions

If the supplier is late in completing the scope of work and delivering it in full on the specified dates, and the company did not terminate the contract, the supplier is obliged to pay compensation for the period in which the completion or completion of the work is delayed. The fine shall be calculated as follows:

- A quarter of the average daily cost for each day of delay in the first 15 days (1-15 days).
- Half the average daily cost for each day of delay of the fifteen days following the above period (16-30 days).
- Full daily average cost for each day of delay after 30 day (30 days).
- The sum of the fine shall not exceed 20% of the value of the contract.

Section 12: Clarifications and Notes

All requests for clarification or additional information regarding this RFP and Contract & General Terms & Conditions. must be submitted in writing to SWPC (procurement@swpc.sa)

- Please note that no new questions or clarifications will be accepted after this date. Any bid submissions that do not address or resolve important clarifications may result in a lower evaluation score, as incomplete or unclear information could affect the assessment of the proposal. It is the responsibility of the bidders to ensure all queries are resolved before submitting their final proposals.

Section 13: Sanctions.

If the Second Party is late for completing the work and delivering it in full on the specified dates and the company did not terminate the contract, the Second Party is obliged to pay compensation for the period in which the completion or completion of the work is delayed. The fine shall be calculated as follows:

A quarter of the average daily cost for each day of delay in the first 15 days (1-15 days).

Half the average daily cost for each day of delay of the fifteen days following the above period (16-30 days).

Full daily average cost for each day of delay after 30 days (30 days).

The sum of the fine shall not exceed 20% of the value of the contract.

Section 14. Termination.

The Saudi Water Partnership Company has the right, if the contractors win, to terminate the contract whoever receives it.



The Saudi water partnership company may at any time terminate this Contract by giving written termination notice to the Second Party specifying the effective date of termination. And without the First party having any liability, compensation, or fees to the Second party except that the Second Party shall be paid for services rendered up to the date of termination.

Section 15. Local Content.

The applicant must comply with all the requirements and conditions contained in the controls for giving preference to local content and the guiding rules for offering business and purchases to state-owned companies issued by Council of Ministers Resolution No. (658) dated 11/22/1443 AH, and the contracting company with the company to carry out business and purchases is committed to applying the provisions of these controls. The preference standard for small and medium enterprises and the price preference standard for small and medium enterprises were also applied.

Section 16. Contact Information

For questions or concerns related to this RFP, please contact:

Procurement Department
SWPC, Riyadh, Saudi Arabia
Phone: 011-2808964.



Section 17. Contract Version

“ Draft Of contract”

| | |
|--|--|
| Contract number: ***** | رقم العقد: ***** |
| Contract ***** ***** This Contract is made and entered into on the **/**/2024G, in Riyadh, Saudi Arabia between the following parties: | عقد ***** * تم الاتفاق على هذا العقد بتاريخ **/**/٢٠٢٤م ، في مدينة الرياض، المملكة العربية السعودية بين الأطراف التالية: |
| First party: Saudi Water Partnership Company S.M.L.L.C A Single Member limited liability company organized and existing under the laws of the Kingdom of Saudi Arabia with commercial registration number (1010189400), whose Article of Association Amendment is registered with Notary Public in No. (41972904) dated 04/05/1441H, and having its principal office: Short Address No. (RGRB7586), Building No. (7586), King Fahad Road secondary No. (4119), Al Rahmanyah, Post code (12341), Unit No.(18), Moon Tower, Riyadh, Kingdom of Saudi Arabia, Telephone/ 00966112808918, and whose represented by: CEO, Mr. Khalid AL Qureshi. Hereinafter referred to as the “First Party” or the “Company”, or “SWPC”. And | الطرف الأول: الشركة السعودية لشراكات المياه ش.و.ذ.م.م وهي شركة شخص واحد ذات مسؤولية محدودة منظمة وقائمة وفقاً لأنظمة المملكة العربية السعودية بموجب السجل التجاري رقم (١٠١٠١٨٩٤٠٠)، والمثبت تعديل عقد تأسيسها لدى كاتب العدل بالرقم (٤١٩٧٢٩٠٤) وتاريخ ١٤٤١/٠٥/٠٤هـ، وعنوان مكتبها الرئيسي: العنوان المختصر (RGRB7586)، مبنى رقم (٧٥٨٦)، طريق الملك فهد ، الرقم الفرعي (٤١١٩)، حي الرحمانية، الرمز البريدي (١٢٣٤١)، وحدة رقم (١٨)، الرياض، برج القمر، الرياض، المملكة العربية السعودية، هاتف رقم/ ٠٠٩٦٦١١٢٨٠٨٩١٨، ويمثلها: الرئيس التنفيذي السيد خالد القرشي، ويشار إليها فيما يلي بـ "الطرف الأول" أو "الشركة". و |
| Second party: ***** A Single Member limited liability company organized and existing under the laws of the Kingdom of Saudi Arabia with commercial registration number. (*****) dated **/**/1434 AH, and its main office address is at: Short Address No. (*****), Building No. (***), Al *****Road secondary No. (*****), Al ***** Dist, Post code (****), Riyadh, Kingdom of Saudi Arabia, Telephone/ *****represented by: Mr. ***** as authorized, hereinafter referred to as the “Second Party”, “Advisor” or “Service provider”. The First Party and Second Party are collectively referred to as the “Parties”. | الطرف الثاني: ***** وهي شركة شخص واحد ذات مسؤولية محدودة منظمة وقائمة وفقاً لأنظمة المملكة العربية السعودية بموجب السجل التجاري رقم (*****) وتاريخ **/**/*****، وعنوان مكتبها الرئيسي: العنوان المختصر (***)، مبنى رقم (**)، طريق ****، الرقم الفرعي (*****)، حي **** الرمز البريدي (***)، الرياض، المملكة العربية السعودية، هاتف رقم/ *****، ويمثلها: السيد ***** بصفته مفوض ، ويشار إليها |



| | |
|--|--|
| | <p>فيما بعد بـ "الطرف الثاني" أو "الاستشاري" أو "مقدم الخدمة".</p> <p>كما يشار إلى الطرف الأول والطرف الثاني مجتمعين بـ "الأطراف" أو "الطرفين" أو "الطرفان".</p> |
| <p>Preamble :</p> <p>whereas the second party has the experience, knowledge, and background in ***** , and whereas the first party expressed his desire to benefit from those services and occasions for the first party, the Parties have agreed to the following:</p> | <p>التمهيد:</p> <p>حيث أن الطرف الثاني لديه الخبرة والمعرفة والخلفية بتقديم *****</p> <p>* ، وحيث أبدى الطرف الأول رغبته في الاستفادة من تلك الخدمات ، وعليه تم الاتفاق بالرضى والقبول المتبادل بين الطرفين وهما بكامل الأهلية المعتبرة شرعاً ونظاماً على ما يلي:</p> |
| <p>Article 1: Introduction Inclusion</p> <p>The above preamble shall be deemed as an integral part hereof.</p> | <p>المادة الأولى: شمولية المقدمة</p> <p>تعتبر المقدمة أعلاه جزء لا يتجزأ من هذا العقد.</p> |
| <p>Article 2: Scope of Work</p> <p>The scope of work is according to what was stated in the submitted offer from the second party on **/**/2024, and the offering from the second party on **/**/2024,</p> | <p>المادة الثانية: نطاق العمل</p> <p>يعتبر نطاق العمل وفقاً لما جاء في وثيقة طلب العروض بتاريخ **/**/2024م، والعرض المقدم من الطرف الثاني بتاريخ **/**/2024م.</p> |
| <p>Article 3: Location of Work</p> <p>Riyadh, or any city in the Kingdom of Saudi Arabia or outside according to the business need.</p> | <p>المادة الثالثة: موقع العمل</p> <p>في مدينة الرياض وأي مدينة أخرى بالمملكة العربية السعودية أو خارجها حسب حاجة العمل.</p> |
| <p>Article 4: Contract Price</p> <p>The Price of the Option contract is ***** , inclusive of all fees, expenses, VAT Any other taxes payable by the Second Party to implement this Contract.</p> | <p>المادة الرابعة: مبلغ العقد</p> <p>إجمالي مبلغ هذا العقد هو(*****) ***** ، شاملة كافة المصاريف والرسوم والأتعاب والنفقات والضرائب المستحقة نظاماً على الطرف الثاني من أجل تنفيذ هذا العقد .</p> |
| <p>Article 5: Payment Terms</p> <p>1- The first party shall make the payments after deductions, if any, after accomplishing each milestone based on invoice issued by the second party payable within (45) forty-five days from date of receipt of invoice and the approval of First party.</p> | <p>المادة الخامسة: شروط السداد</p> <p>١ - يتم سداد الفواتير بعد الخصومات إن وجدت من قبل الطرف الأول بعد اكمال وتقديم كل دراسة او مخرج من العقد من قبل الطرف الثاني وبعد ارسال الفاتورة</p> |



| | |
|---|---|
| <p>3- The payment to the PROVIDER to be through: Bank***** Account No***** IBAN: *****</p> | <p>للاعتدال والدفع خلال (٤٥) خمسة واربعون يوما وشريطة موافقة الطرف الأول عليها . ٤ - يتم تدديد مبلغ العقد للطرف الثاني عبر التحويل البنكي إلى: ***** اسم البنك: ***** رقم الحساب: رقم ***** الأبيان: *****SA</p> |
| <p>Article 6: Contract Period and Termination 1- The contract period (**) weeks from **/**/2024, TO **/**/2024. which the Second Party shall complete his scope of work. 2- The First Party alone, may at any time terminate this Contract by giving written termination notice to the Second Party specifying the effective date of termination. And without the First party having any liability, compensation or fees to the Second party except that the Second Party shall be paid for services rendered up to the date of termination.</p> | <p>المادة السادسة: مدة العقد والإنهاء ١ - مدة العقد هي (**) أسبوع تبدأ من تاريخ **/**/٢٠٢٤م وحتى تاريخ **/**/٢٠٢٤م، يتعين على الطرف الثاني إكمال نطاق العمل خلالها. ٢ - يستطيع الطرف الأول بمفرده إنهاء هذا العقد في أي وقت وذلك بإشعار الطرف الثاني خطياً، موضحاً بإشعاره تاريخ إنهاء العقد من دون تحمل الطرف الأول أي مسؤولية أو تعويض أو نفقات للطرف الثاني، ويتم دفع قيمة الاعمال التي تم تقديمها من الطرف الثاني حتى تاريخ الانهاء.</p> |
| <p>Article 7: Contract Documents This Contract consists of provisions stated herein and, in addition, to the terms and conditions stated in the following documents, which shall be deemed integral parts of this Contract: 1- Second Party's Legal documents. 2- The Company's General Terms and Conditions. 3- REQUEST FOR PROPOSALS. Dated on **/**/2024 4- Second Party Technical Proposal And Financial proposal dated on **/**/2024, In case of contradiction between the Contract and the provisions of the Contract documents, the Contract then each document prevails upon the one that follows it in the order indicated in this article.</p> | <p>المادة السابعة: وثائق العقد بالإضافة إلى الأحكام الواردة في هذا العقد، يتألف هذا العقد من الأحكام والشروط الواردة في الوثائق التالية وتكون جزء لا يتجزأ من هذا العقد: ١ - المستندات النظامية للطرف الثاني. ٢ - الشروط والأحكام العامة للشركة. ٣ - وثيقة طلب العروض بتاريخ **/**/٢٠٢٤م. ٤ - عرض الطرف الثاني بتاريخ **/**/٢٠٢٤م. وفي حالة وجود تناقض بين العقد وأحكام وثائق العقد، فإن العقد ثم كل وثيقة متقدمة تسود على الوثيقة التي تليها في الترتيب الوارد في هذه المادة.</p> |
| <p>Article 8: Sanctions 1- If the Second Party is late for completing the work and delivering it in full on the specified dates and the company did not terminate the contract, the Second Party is obliged to pay compensation for the period in which the completion or completion of the work is delayed. The fine shall be calculated as follows: a. A quarter of the average daily cost for each day of delay in the first 15 days (1-15 days).</p> | <p>المادة الثامنة: العقوبات ١. إذا تأخر الطرف الثاني عن إتمام العمل وتسليمه كاملاً في المواعيد المحددة ولم تقم الشركة بإنهاء العقد فيلتزم الطرف الثاني بدفع تعويض عن المدة التي تأخر فيها عن إتمام أو إكمال العمل، وتحتسب الغرامة على النحو التالي: أ - ربع متوسط التكلفة اليومية عن كل يوم تأخير في مدة الخمسة عشر يوماً الأولى (١-١٥ يوم).</p> |



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| <p>b. Half the average daily cost for each day of delay of the fifteen days following the above period (16-30 days).</p> <p>c. Full daily average cost for each day of delay after 30 day (30 days).</p> <p>2- The sum of the fine shall not exceed 20% of the value of the contract.</p> | <p>ب- نصف متوسط التكلفة اليومية عن كل يوم تأخير من مدة الخمسة عشر يوماً التالية للمدة أعلاه (١٦-٣٠ يوم).</p> <p>ج- كامل متوسط التكلفة اليومية عن كل يوم تأخير بعد مدة الثلاثين يوماً (بعد ٣٠ يوم).</p> <p>٢. لا يجوز أن يتجاوز مجموع الغرامة نسبة ٢٠٪ من قيمة العقد.</p> |
| <p>Article 9: Intellectual Property All documents prepared by the Second Party in the course of performing the work shall be the propriety right of the First Party.</p> | <p>المادة التاسعة: الملكية الفكرية تعتبر المستندات المعدة والمقدمة من الطرف الثاني حق ملكية فكرية للطرف الأول.</p> |
| <p>Article 10: Jurisdiction and Governing Law This Contract shall be governed by the laws of the Kingdom of Saudi Arabia and any dispute that may arise between the Parties and which cannot be settled amicably shall be referred to the competent authorities in Riyadh according to the laws and regulations in the Kingdom of Saudi Arabia.</p> | <p>المادة العاشرة: الاختصاص القضائي والقانون الواجب التطبيق يخضع هذا العقد طبقاً لأنظمة المملكة العربية السعودية وأي خلاف أو نزاع قد ينشأ بين الأطراف يتم تسويته بالطرق الودية ما أمكن، فإن تعذر ذلك يُصار إلى حله عن طريق جهات الاختصاص القضائية بمدينة الرياض حسب الأنظمة واللوائح المتبعة في المملكة العربية السعودية.</p> |
| <p>Article 11: Copies and Signatures The Parties have signed this bilingual Contract on **/**/2024G, in Riyadh in duplicate original copies with each copy consisting of Arabic and corresponding English provisions; and in the event of any contradiction between the two languages the Arabic language shall prevail. Each of the Parties has received an original signed copy of this Contract.</p> | <p>المادة الحادية عشر: النسخ والتوقيع حُرر هذا العقد من نسختين أصليتين وباللغتين العربية والانجليزية وتمّ التوقيع عليهما من قبل الأطراف يوم *** الموافق **/**/٢٠٢٤م، في مدينة الرياض. وفي حال التعارض بين اللغتين فإن اللغة العربية هي التي يُعتمد بها، وقد استلم كل طرف نسخة أصلية موقعة عن هذا العقد للعمل بموجبها.</p> |
| <p>First Party Name: Khaled AlQureshi Title: Chief Executive Officer Signature: Date: **/**/2024</p> <p>Second Party Name: ***** Title: authorized Signature: Date: **/**/2024</p> | <p>الطرف الأول الاسم: خالد القرشي صفته: الرئيس التنفيذي التوقيع: التاريخ: **/**/٢٠٢٤م</p> <p>الطرف الثاني الاسم: *-***** صفته: مفوض التوقيع: التاريخ: **/**/٢٠٢٤م</p> |



General Terms & Conditions

1. DEFINITIONS

- 1.1 "ADVISOR" means the professional entity, and/or any of its SUBCONTRACTORS, providing the services.
- 1.2 "ADVISOR REPRESENTATIVE" means a party of parties authorized by the ADVISOR to act on behalf of the ADVISOR with whom CLIENT may consult at all reasonable times and whose instructions, requests and decisions shall be binding on the ADVISOR as to all matters pertaining to the CONTRACT.
- 1.3 "AMENDMENT" means any written alteration to the CONTRACT signed by both parties.
- 1.4 "CHANGE" has the meaning set forth in Paragraph 14.1.
- 1.5 "CHANGE ORDER" has the meaning set forth in Paragraph 14.4.
- 1.6 "CLIENT" means Saudi Water Partnership Company S.M.L.L.C.
- 1.7 "CLIENT REPRESENTATIVE" means a party or parties authorized by the CLIENT to act on behalf of the CLIENT to coordinate the CONTRACT activities and may consult at all reasonable times, and whose instructions, requests and decisions shall be binding on the ADVISOR as to all matters pertaining to the CONTRACT.
- 1.8 "CONTRACT" means the ***** these GENERAL TERMS AND CONDITIONS.
- 1.9 "FORCE MAJEURE" as used in the GENERAL TERMS AND CONDITIONS shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations which is not within the reasonable control of such party or its subcontractors.
- 1.10 "GENERAL TERMS AND CONDITIONS" this document.
- 1.11 "KINGDOM" means the Kingdom of Saudi Arabia.
- 1.12 "PROPOSAL" means the proposal prepared by the ADVISOR to the CLIENT entitled for the Media coverage of events and occasions and incorporated by reference under the CONTRACT.
- 1.13 "SERVICES" means all the work and services to be performed by the ADVISOR pursuant to this CONTRACT.
- 1.14 "SERVICES SITE" means all locations at which the ADVISOR performs any portion of the SERVICES.
- 1.15 "SUBCONTRACT" means any subcontract entered into between the ADVISOR and any of its SUBCONTRACTORS.
- 1.16 "**CONFIDENTIAL INFORMATION**" means all information of the COMPANY (whether of a technical, legal, business or financial nature or otherwise) in whatever form, including:
 - (a) any techniques, methods, programs, source code, object code, software, materials, photographs, documents or manuals of the COMPANY used in its business;
 - (b) any information relating to the shareholders, employees, affiliates, business affairs, accounts, procurement plans, prospects, research, management or finances of the COMPANY;
 - (c) any databases, specifications, drawings, records, reports, software, or any source of information obtained and paid for by the COMPANY;
 - (d) the terms and contents of this CONTRACT;
 - (e) all information and documents designated or marked as "confidential" or "proprietary" and disclosed by or on behalf of the COMPANY to the ADVISOR,
 - (f) any information regarding the Project or any other projects being considered, prepared or procured by the COMPANY; and
 - (g) any other documents, material, and information whether in writing or otherwise concerning the COMPANY to which the ADVISOR gains access, or of which the ADVISOR becomes aware of or learns whether before, during or after this CONTRACT with the COMPANY,



but does not include information that:

- (h) is or becomes generally known to the public otherwise than through a breach of this CONTRACT or other obligation of confidentiality owed to the COMPANY or a third party;
- (i) is obtained by the ADVISOR from a third party without breach by that third party of any obligation of confidence concerning that information;

2.0 GENERAL OBLIGATIONS OF ADVISOR

The ADVISOR shall, in accordance with and subject to the terms and conditions of the CONTRACT, these GENERAL TERMS AND CONDITIONS and in conformity with the PROPOSAL:

- 2.1 Perform the SERVICES described in the PROPOSAL in accordance with the specifications and standards set forth or referred therein.
- 2.2 Except as otherwise provided in the PROPOSAL, provide all of the labor and supervision required to perform the SERVICES.
- 2.3 Except as otherwise provided in the PROPOSAL, provide computer equipment, computer programs, technical aids, office supplies, materials, tools and equipment required to perform the SERVICES.
- 2.4 Obtain all permits, licenses and other governmental or other authorizations which must be obtained in the ADVISOR's name and which are necessary for the performance of the SERVICES.
- 2.5 Appoint one or more ADVISOR REPRESENTATIVE(s) for the duration of the CONTRACT.
- 2.6 Provide catering, accommodation, and transportation for all the ADVISOR's personnel.
- 2.7 Perform all other obligations required by the terms and conditions of the CONTRACT.
- 2.8 The Company (or the new Contractor), upon the Owner's approval, shall have the right to utilize up to 20% of the workforce previously employed by the former Contractor, provided that the concerned employees consent to such transfer, and without this constituting an obligation on the Owner or the new Contractor to hire or retain such personnel.

3.0 ADVISOR'S PERSONNEL

- 3.1 The ADVISOR warrants that it has sufficient competent and fully qualified personnel able and reasonably available to execute the SERVICES in the manner and within the time required by the CONTRACT. As soon as reasonably possible after signature of the CONTRACT, the ADVISOR shall submit to the CLIENT, for the CLIENT's approval, a list of curricula vitae of the key personnel selected to perform the SERVICES. The ADVISOR's personnel approved by the CLIENT shall not be removed, reassigned or replaced by the ADVISOR for any reason without the CLIENT's approval which shall not be unreasonably withheld.
- 3.2 In obtaining additional personnel to supplement its permanent staff in the performance of the in-KINGDOM portion of the SERVICES, the ADVISOR shall give priority to qualified KINGDOM Nationals.
- 3.3 The ADVISOR specifically acknowledges its responsibility to adhere to and abide by the KINGDOM's requirements with regards to the issuance of visas for its expatriate personnel. Non issuance of visas to the ADVISOR's expatriate personnel by the KINGDOM shall not relieve the ADVISOR of its obligation to perform the SERVICES. The ADVISOR's expatriate personnel shall obtain the required passports, visas, and permits necessary to gain entrance into, and exit from, the KINGDOM.
- 3.4 The ADVISOR shall not during the course of the SERVICES, offer employment to any KINGDOM National who is at such time an employee of the CLIENT, without CLIENT's prior written consent.
- 3.5 When working in the KINGDOM, all of the ADVISOR's personnel shall have in their possession all required and properly validated licenses or certificates prescribed by the KINGDOM as being necessary for the performance of those aspects of the SERVICES to which they are assigned. The ADVISOR shall provide to the CLIENT upon the CLIENT's request copies of these licenses or certificates.
- 3.6 The ADVISOR or ADVISOR's personnel, shall pay all taxes, penalties, custom duties, fees, levies, assessments and charges required or levied by the Government of the KINGDOM and the government of any country, or any political subdivision thereof, arising out of or relating to the performance of the SERVICES without claim for reimbursement from the CLIENT.
- 3.7 While working in the CLIENT's offices, or on the designated site, the ADVISOR's personnel shall comply with all applicable work rules, health and safety rules and instructions issued by the CLIENT or the owner of the property for its own employees.



- 3.8 The ADVISOR agrees to defend, indemnify and hold the CLIENT harmless from any expense, loss, damage, fine or penalty incurred by, assessed against or demanded from the CLIENT as a result of ADVISOR's failure to fulfil the obligations set forth in this Paragraph 3.
- 3.9 All of the ADVISOR's and the SUBCONTRACTOR's personnel performing the SERVICES in the KINGDOM shall be physically fit and free from communicable diseases as defined by the Ministry of Health of the KINGDOM, the ADVISOR shall immediately inform the CLIENT REPRESENTATIVE upon discovery of any cases of communicable diseases among its personnel or the personnel of its SUBCONTRACTOR's and the action it has taken in accordance with the Ministry of Health reporting requirements.
- 3.10 The ADVISOR specifically acknowledges its responsibility to its personnel pursuant to the Labour Law of the KINGDOM and of its country.
- 3.11 Upon the CLIENT's written request based on objective reasons, the ADVISOR shall at its own expense, remove from employment in the SERVICES any ADVISOR personnel determined unsuitable by the CLIENT, acting reasonably, and promptly replace them with personnel acceptable to the CLIENT.
- 3.12 All the ADVISOR'S personnel shall be able to speak, read and write English and be able to read and interpret documents required for the performance of the SERVICES.

4.0 SERVICES REVIEW BY CLIENT

The CLIENT REPRESENTATIVE shall be entitled to be present at all locations where the ADVISOR is engaged in the performance of the SERVICES at any and all times to review and verify all aspects of their performance of the SERVICES.

5.0 ADVISOR SAFETY AND LOSS PREVENTION REQUIREMENTS

- 5.1 The ADVISOR shall, when performing the SERVICES in the KINGDOM, at all times comply with, and ensure that its employees and agents comply with established International Conventions of Safety and Loss Prevention rules and regulations. The ADVISOR shall take, or cause to be taken, any additional measures which the CLIENT REPRESENTATIVE may direct to protect against injury to, death of, any person, or damage to, or loss of, any property during the ADVISOR's performance of the SERVICES.
- 5.2 If the working environment so requires, the ADVISOR shall provide and enforce the use of necessary personnel protective and safety equipment.

6.0 GENERAL OBLIGATION OF CLIENT

In accordance with the CONTRACT, the CLIENT shall:

- 6.1 Perform all of CLIENT's obligations in such time and manner as to facilitate the orderly execution of the SERVICES;
- 6.2 Obtain all permits, licenses, and other governmental authorizations which must be obtained in the CLIENT's name and which are necessary for the performance of the SERVICES; and
- 6.3 Appoint one or more CLIENT REPRESENTATIVE(s).

7.0 TITLE TO DOCUMENTATION

- 7.1 All relevant documents furnished to the ADVISOR are, and shall continue to be, the property of the CLIENT. Neither the ADVISOR nor any SUBCONTRACTOR shall reproduce or copy any such materials in whole or in part except as required to perform the SERVICES. All such material together with all copies of such documents, upon request from the CLIENT, shall promptly be returned to the CLIENT upon expiration or termination of the CONTRACT.
- 7.2 All SERVICES developed by the ADVISOR under the CONTRACT, whether completed or not, upon payment of the relevant payment milestone by the CLIENT, shall become the property of the CLIENT. Upon settling the payment of the relevant milestone, the CLIENT shall have the unlimited and unrestricted right to use and possess such for whatever purpose.
- 7.3 Neither the ADVISOR nor any of its SUBCONTRACTORS, their personnel or agents, shall divulge to anyone other than persons designated by the CLIENT any information supplied by the CLIENT during the course of the SERVICES so long as and to the extent that, the information does not become part of the public domain. The restriction on disclosure of information shall not apply to information furnished or made known to the ADVISOR by a third party without restriction as to its use or was within the ADVISOR's



possession at the time of disclosure by the CLIENT.

- 7.4 The ADVISOR warrants that any SERVICES rendered by the ADVISOR for or under the CONTRACT shall not infringe any valid copyright owned or controlled by any other party. As regards such, the ADVISOR shall indemnify and hold the CLIENT harmless from any claims, losses, expenses, or damages arising out of or incurred by reasons of any actual or alleged infringement of copyright.

7.5 Confidentiality

- 7.5.1 The ADVISOR covenants and undertakes:

- (a) to keep confidential all CONFIDENTIAL INFORMATION;
- (b) not to disclose any CONFIDENTIAL INFORMATION to any person other than the ADVISOR's Personnel who need the information in the proper performance of the Services (subject always to the provisions of Clause 7.5.1(c), or as required by law, or otherwise with the prior written consent of the COMPANY;
- (c) that where the ADVISOR discloses any CONFIDENTIAL INFORMATION to the ADVISOR's Personnel in accordance with Clause 7.5.1(b), the ADVISOR shall in advance of such disclosure first make any such ADVISOR's Personnel aware of the terms of this clause 7.5;
- (d) not without the specific prior written consent of the COMPANY to disclose any CONFIDENTIAL INFORMATION to any person (including without limitation any bidder, potential bidder or other market participant) regarding the status of any project, tender or potential project or tender or any decision taken or possible decision to be taken by the COMPANY in connection with any project or tender, other than as expressly authorised by the COMPANY as part of the applicable formal tender process;
- (e) establish and maintain effective security measures to protect the CONFIDENTIAL INFORMATION against unauthorised access, use, copying or disclosure;
- (f) to immediately notify the COMPANY of any unauthorised access to, use or disclosure of the CONFIDENTIAL INFORMATION; and
- (g) to comply with any direction from the COMPANY in relation to the protection of the CONFIDENTIAL INFORMATION.

- 7.5.2 On termination or expiry of this CONTRACT, any right to access, use, copy or disclose the CONFIDENTIAL INFORMATION will cease immediately and the ADVISOR must promptly return to the COMPANY any or all copies of CONFIDENTIAL INFORMATION within its custody or control or give an undertaking that all such CONFIDENTIAL INFORMATION has been destroyed. The ADVISOR may retain one copy of the CONFIDENTIAL INFORMATION to meet its surviving obligations under this CONTRACT and to fulfil its legal requirements, if any, to retain such information.

- 7.5.3 The ADVISOR must ensure that the ADVISOR's Personnel do not do, or omit to do, anything which, if done by the ADVISOR, would breach this clause 7.5. Notwithstanding anything to the contrary in this CONTRACT, the ADVISOR is, and remains, liable for any breaches of confidentiality by the ADVISOR's Personnel.

- 7.5.4 The ADVISOR must not issue any information, publication, document or article for publication concerning the Services or the Project in any media without the prior written consent of the COMPANY.

- 7.5.5 This clause 7.5 shall remain in full force and effect notwithstanding any termination or expiry of this CONTRACT.

8.0 WARRANTIES AND REMEDY OF DEFECTS

- 8.1 The ADVISOR warrants that it shall perform the SERVICES in a professional manner and in accordance with best international standards and practices and in accordance with the timeframe set out in this



CONTRACT. The ADVISOR shall promptly notify the CLIENT in writing if any instruction or revision to the SERVICES affects ADVISOR's ability to meet the warranties made herein.

- 8.2 If at any time prior to or within one (1) year after completion of the SERVICES it is discovered that the SERVICES or any part thereof was not performed by the ADVISOR in accordance with the obligations under this Paragraph 8.1 the ADVISOR shall perform remedial SERVICES at the CLIENT's direction and at the ADVISOR'S own expenses necessary to correct the deficiency of the SERVICES. Should the ADVISOR fail or refuse to perform such corrective SERVICES, the CLIENT, at its option, may perform itself, or through others, some or the entire corrective work and charge the cost thereof to the ADVISOR. Neither the CLIENT's failure to discover defective work, approval of such work or any portion thereof, nor payment to ADVISOR shall excuse ADVISOR from its obligations under this warranty.

9.0 RISKS DISTRIBUTION BETWEEN CLIENT AND ADVISOR

- 9.1 The ADVISOR shall be responsible for, and shall release and hold harmless the CLIENT and the personnel or agents of the CLIENT, from liability resulting from loss of, or damage to, the ADVISOR's or SUBCONTRACTOR's tools and equipment whether owned or rented and wherever located, which are used or intend for use in performing the SERVICES.
- 9.2 The ADVISOR shall compensate the CLIENT for loss of, or damage to, the CLIENT's or any third party's property, which results from the negligence or wilful misconduct of the ADVISOR or its SUBCONTRACTOR in the performance of the SERVICES.
- 9.3 The ADVISOR shall indemnify and hold harmless the CLIENT and its personnel or agents or any of them (hereafter individually and collectively referred to as "INDEMNIFIED PARTY") from claims, demands and causes of action asserted against the INDEMNIFIED PARTY by any person (including, without limitation, the ADVISOR's and the INDEMNIFIED PARTY's employees, the SUBCONTRACTOR's and employees of such SUBCONTRACTORS and any other third party) for personal injury or death and for loss of, or damage to, property to the extent resulting from the negligence or wilful misconduct hereunder of the ADVISOR, the SUBCONTRACTORS of the employees or agents of any of them.
- 9.4 The ADVISOR shall indemnify and hold harmless the CLIENT from any and all claims, losses, expenses and damages arising from, or related to, any criminal misappropriations or misapplication by any of the ADVISOR's personnel of any property, whether tangible or intangible, occurring during the course of, or in connection with, the performance of the SERVICES.
- 9.5 The ADVISOR, its agents and SUBCONTRACTOR's shall not be liable to CLIENT nor shall the CLIENT be liable to the ADVISOR, its agents and SUBCONTRACTORS, for any consequential damages, including but not limited to loss of profit or products whether such liability is based or claimed to be based upon any breach of either party's obligations under the CONTRACT, or whether such liability is based, or claimed to be based, upon any negligent act or omission of a party, its personnel, agents, appointed representatives, or any of the SUBCONTRACTORS.
- 9.6 The maximum ADVISOR liability shall be equal to the total fee payable.

10.0 SUSPENSION OF SERVICES

- 10.1 The CLIENT may at any time suspend performance of the SERVICES, or any part thereof, by giving the ADVISOR (14) days' prior written notice specifying the SERVICES to be suspended and the effective date of such suspension. The ADVISOR shall cease all activities on suspended SERVICES on the effective date of suspension but shall continue to prosecute any unsuspended SERVICES. The ADVISOR shall take all actions necessary to maintain and safeguard the suspended SERVICES. The CLIENT shall not be liable for loss of anticipated profits of for any damages or any other costs incurred with respect to suspended SERVICES during the period of suspension, but shall be entitled to issue an invoice for a fair proportion of any payment milestones that was requested by SWPC to be initiated and have been partially completed at the time of suspension.
- 10.2 The CLIENT may, at any time, direct the ADVISOR to proceed with all or any part of the suspended SERVICES by giving (14) days' written notice to the ADVISOR specifying the part of SERVICES to be resumed and the effective date of the resumption. Suspended SERVICES shall be promptly resumed by the ADVISOR after receipt of such notice.
- 10.3 In the event that SWPC does not make prompt payment of any payment milestone (in accordance with the terms), the ADVISOR may serve notice on SWPC to remedy such payment default. If the relevant



payment default has not been remedied within thirty (30) days, the ADVISOR shall have the right to suspend the performance of the WORKS.

11.0 TERMINATION AT THE CLIENT'S CONVENIENCE

- 11.1 The CLIENT may at any time, and at its sole discretion, terminate the CONTRACT or any part of the SERVICES by giving (14) days' written notice to the ADVISOR specifying the SERVICES or portion thereof to be terminated and the effective date of termination.
- 11.2 The CLIENT may at any time, and at its sole discretion, direct the ADVISOR to terminate any SUBCONTRACT or any part of the SERVICES performed by any such SUBCONTRACTOR by giving (14) days' written notice to the ADVISOR specifying the SUBCONTRACTOR or the SUBCONTRACTOR'S SERVICES to be terminated and the effective date of termination.
- 11.2 Should the CLIENT terminate the CONTRACT, any SUBCONTRACT, any portion of the SERVICES or any portion of the SERVICES performed under any SUBCONTRACT in accordance with either Paragraph 11.1 or Paragraph 11.2, the ADVISOR shall, or shall direct any SUBCONTRACTOR to, stop performance of the SERVICES involved on the effective date of termination.
- 11.3 The ADVISOR shall submit, or the ADVISOR shall procure that its SUBCONTRACTOR shall submit, to SWPC all supporting documents in evidence of the costs incurred in consequence of termination. Upon receipt and verification of the ADVISOR's invoice and all supporting documents, the CLIENT shall, in full and final settlement of its obligations hereunder, pay the ADVISOR all amounts due and payable for the SERVICES performed up to the effective date of termination, including a fair proportion of any payment milestones that was requested by SWPC to be initiated and have been partially completed at the time of termination.

12.0 TERMINATION BY CLIENT FOR CAUSE

- 12.1 Should the ADVISOR commit a material breach of the CONTRACT or the GENERAL TERMS AND CONDITIONS, including, for sake of clarity, any material delay, the CLIENT may demand in writing full corrective action. If within thirty (30) days thereafter the ADVISOR fails to remedy the breach, the CLIENT may at any time during the continuance of the breach, and without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the CONTRACT, direct the ADVISOR to terminate any SUBCONTRACT, any portion of the SERVICES or any portion of the SERVICES performed under any SUBCONTRACT by giving the ADVISOR notice to that effect. Should the ADVISOR commit an act of bankruptcy, or seek legal or equitable relief for reasons of insolvency, or become unable to meet its financial obligations, the CLIENT may without prejudice to the exercise of any other rights or remedies which may be available to it immediately terminate the CONTRACT or any portion of the SERVICES by giving the ADVISOR notice to that effect. Any termination pursuant to this Paragraph 12.1 shall be effective on the date specified in the CLIENT's notice.
- 12.2 On the day on which the notice of termination under Paragraph 12.1 above becomes effective, the ADVISOR shall, or the ADVISOR shall direct its SUBCONTRACTOR to, stop performance of the terminated SERVICES. The CLIENT shall then be entitled to complete the terminated SERVICES either itself or through others, and also retain all amounts which are due and owing to the ADVISOR under this CONTRACT or any other agreement between the parties until the damages to the CLIENT resulting from ADVISOR's breach of CONTRACT, including the CLIENT's reasonable and verifiable costs of completing the terminated SERVICES have been determined. If the cost to the CLIENT to complete the terminated SERVICES is greater than the compensation the CLIENT would have paid the ADVISOR for completing such SERVICES pursuant to the CONTRACT, then the CLIENT shall deduct the difference from the retained amounts. If the difference exceeds the retained amounts, the ADVISOR shall pay the CLIENT that difference.
- 12.3 In case if the ADVISOR has attempted - by himself or through others, directly or indirectly - to bribe one of the company's or CLIENT representatives, or has obtained the CONTRACT through bribery, fraud, or deception, or has practiced any of these during the implementation of the CONTRACT, The CLIENT shall then be entitled to complete the terminated SERVICES either itself or through others, and also retain all amounts which are due and owing to the ADVISOR under this CONTRACT or any other agreement between the parties until the damages to the CLIENT resulting from ADVISOR's breach of CONTRACT, including the CLIENT's reasonable and verifiable costs of completing the terminated SERVICES have



been determined. If the cost to the CLIENT to complete the terminated SERVICES is greater than the compensation the CLIENT would have paid the ADVISOR for completing such SERVICES pursuant to the CONTRACT, then the CLIENT shall deduct the difference from the retained amounts. If the difference exceeds the retained amounts, the ADVISOR shall pay the CLIENT that difference.

13.0 ADVISOR OBLIGATIONS UPON SUSPENSION OR TERMINATION

If the CONTRACT or any portion of the SERVICES is suspended or terminated as provided in Paragraphs 10, 11, or 12 of these GENERAL TERMS AND CONDITIONS, and if the CLIENT so requests, the ADVISOR shall immediately make every reasonable effort to procure cancellation of some or all existing agreements or other obligations entered in to by the ADVISOR with its SUBCONTRACTORS, suppliers or others upon terms satisfactory to the CLIENT. Alternatively, the CLIENT may direct the ADVISOR to execute and deliver to the CLIENT all documents related thereto required by the CLIENT and take all steps necessary to fully vest in the CLIENT the rights and benefits of the ADVISOR under existing agreements or other obligations with its SUBCONTRACTORS, suppliers, and others. In addition, the ADVISOR shall make all reasonable efforts to protect the SERVICES already in progress, to protect materials, equipment and supplies in transit at the SERVICES SITE and to minimize all costs to the CLIENT and the ADVISOR resulting from such suspension or termination.

14.0 CHANGE ORDERS REQUESTED BY CLIENT

- 14.1 The CLIENT may at any time, by written notice to the ADVISOR, request an addition to or deletion from or other changes in the SERVICES (together with any necessary or requested amendments to the CONTRACT with respect thereto) (hereinafter a "CHANGE" or "CHANGES"). The ADVISOR shall reasonably review and consider such requested CHANGE and shall make a written response thereto within fourteen (14) days after receiving such request. The CLIENT may also include the expected effect on ADVISOR's cost, schedule, warranty obligations and other provisions hereof resulting from the requested CHANGE (particularly in case of reduction).
- 14.2 If ADVISOR believes that giving effect to any CHANGE requested by CLIENT will increase or decrease its cost of performing the SERVICES, shorten or lengthen the time needed for completion of the SERVICES, require modification of its warranties in Paragraph 8 of these GENERAL TERMS AND CONDITIONS or require a modification of any other provisions of the CONTRACT, its response to the CHANGE request shall set forth such change (including any amendments to the CONTRACT) that the ADVISOR deems necessary as a result of the requested CHANGE and its justification thereof.
- 14.3 In the event that the ADVISOR fails to respond to the CLIENT's request for a CHANGE (as requested under Paragraph 14.1) or notify CLIENT of any changes as to cost, schedule, warranty obligations or other provisions hereof (as required under Paragraph 14.2) resulting from the requested CHANGE within fourteen (14) days after receiving the CLIENT's request for such CHANGE, the ADVISOR shall be deemed to have accepted the requested CHANGE (including such amendments to the CONTRACT, if any) as specified by the CLIENT (including such amendments to the CONTRACT, if any, as specified therein) unconditionally and without additional consideration or other amendments hereto (except as specified by CLIENT in its request). In which event such requested CHANGE shall be deemed to be a CHANGE ORDER and the ADVISOR shall have waived any claims or offsets against the CLIENT as a result of the CHANGE ORDER.
- 14.4 If such changes as to cost, schedule, warranty obligation or other provisions hereof cannot be determined within the specified fourteen (14) day period, and the ADVISOR submits a notice to the CLIENT within such fourteen (14) Day period that the requested CHANGES will have an effect on costs, schedule, warranty obligations or other provisions hereof and provides the expected date (which shall be as soon as reasonably practicable) for its response with respect thereto, the requested CHANGE shall not become a CHANGE ORDER so long as the ADVISOR provides such information as to the effect on costs, schedule, and warranty obligations and other provisions hereof by the date specified by the ADVISOR.
- 14.5 If the ADVISOR accepts the CHANGES requested by the CLIENT (together with such amendments to the CONTRACT, if any, specified therein), or if the Parties agree upon a modification of such requested CHANGES, the Parties shall set forth the agreed upon CHANGE in the SERVICES and agreed upon amendments to the CONTRACT, if any, in a written CHANGE ORDER signed by both parties (a "CHANGE ORDER"). The SERVICES of the CHANGE ORDERS shall not be performed prior to the mutual agreement of both Parties.

**15.0 CHANGE ORDERS REQUESTED BY ADVISOR**

- 15.1 The ADVISOR may at any time, by written notice to the CLIENT, request a CHANGE in the SERVICES (together with any necessary or requested amendments to the CONTRACT with respect thereto). The CLIENT shall reasonably review and consider such requested CHANGE and shall make a written response thereto within twenty-one (21) days after receiving such request.
- 15.2 If the ADVISOR believes that such requested CHANGE will increase or decrease its cost of performing the SERVICES, length or shorten the time needed for completion of the SERVICES, require modification of its warranties in Paragraph 8 of the GENERAL TERMS AND CONDITIONS or require a modification of any other provisions of the CONTRACT, it shall notify the CLIENT of such in its request for CHANGE.
- 15.3 If the CLIENT accepts the CHANGES requested by the ADVISOR (together such amendments to the CONTRACT, if any, as specified therein), or if the Parties agree upon a modification of such requested CHANGES the Parties shall set forth the agreed upon CHANGES in the SERVICES and agreed upon amendments to the CONTRACT, if any, in a written CHANGE ORDER signed by both Parties.

16.0 CHANGE ORDER PRICING

- 16.1 The Parties agree to bargain reasonably and in good faith for the execution of a mutually acceptable lump sum CHANGE ORDER, where applicable.

17.0 SETTLEMENT OF CLAIMS AND DISPUTES

- 17.1 Should any dispute arise between the CLIENT and the ADVISOR, during the ADVISOR's performance of the SERVICES, the ADVISOR shall, unless the CLIENT directs otherwise, continue to perform the SERVICES and any additional SERVICES, which the CLIENT may direct the ADVISOR to perform.
- 17.2 It shall be the ADVISOR's responsibility to inform the CLIENT within fourteen (14) days following its occurrence or discovery, of any item or event, which the ADVISOR knows, may result in a request for additional compensation under the CONTRACT. The Parties shall endeavour to satisfactorily resolve the matter and should it not be disposed of to the ADVISOR's satisfaction, the ADVISOR shall within fourteen (14) days deliver a written notice of claim to the CLIENT with a copy thereof being sent to:

The Chief Executive Officer
 Saudi Water Partnership Company S.M.L.L.C
 (7586) King Fahad Road
 Al Rahmanyah District
 Post code (12341)
 Secondary No. (4119)
 Unit No. (18)
 Moon Tower, Riyadh, Kingdom of Saudi Arabia
 Telephone: +966-11-2808910
 Telefax: +966-11-2808929

Failure to notify the CLIENT within the above specified period, or failure to supply the CLIENT with information sufficient to evaluate the ADVISOR's position, shall constitute a basis for rejecting any claim by the ADVISOR based on such item or event.

- 17.3 Should the ADVISOR and the CLIENT be unable to agree upon a settlement of any claim, the CLIENT will advise the ADVISOR in writing of its determination.
- 17.4 If the ADVISOR rejects the CLIENT's written determination in regard to any ADVISOR claim, the matter shall be referred to dispute resolution in accordance with the contract".

18.0 TAX CERTIFICATES

- 18.1 Advisor hereby agrees to present to CLIENT promptly after the commencement of WORK in the KINGDOM at the beginning of each Gregorian year, or applicable fiscal period thereafter, the appropriate temporary or final certificate from the Saudi Arabian Government Department of Zakat and Income Tax which confirms that all applicable Zakat and Advisor income tax obligations have been paid by Advisor throughout the previous year or period. Notwithstanding anything contained elsewhere in this Contract to the contrary, Advisor agrees that any amount due under this Contract shall be payable only after such certificates, however, Advisor shall continue to perform diligently and to fulfil all obligations under the



Contract. CLIENT shall also withhold payment of Advisor last invoice submitted during each Gregorian year or applicable fiscal period and of Advisor's final invoice under this Contract until Advisor has presented to CLIENT final certificates from the Directorate of Zakat and Income Tax which confirm that all applicable Zakat and income tax obligations have been paid by Advisor through the previous year or period.

19.0 FORCE MAJEURE

- 19.1 If either party is unable, either wholly or in part, by reasons of a FORCE MAJEURE EVENT to perform its obligations under the CONTRACT, it is agreed that performance of such obligations by such party insofar as they are affected by such FORCE MAJEURE EVENT, shall be excused from the occurrence of any such event until it is ended. The party claiming an inability to perform shall, immediately after the occurrence of the FORCE MAJEURE EVENT, notify the other party, in writing, of the nature, date of occurrence and expected duration of the FORCE MAJEURE EVENT and the extent to which it will prevent the party giving such notice from performing its obligations under the CONTRACT. The party claiming inability to perform shall promptly mitigate the effect of such FORCE MAJEURE EVENT to the extent it may be mitigated through the exercise of reasonable diligence.
- 19.2 Should the SERVICES be delayed or stopped for more than thirty (30) consecutive days as a result of the FORCE MAJEURE EVENT, the CLIENT shall have the right to either suspend the SERVICES affected pursuant to Paragraph 10 of the GENERAL TERMS AND CONDITIONS or terminate the CONTRACT or the portion of the SERVICES involved pursuant to Paragraph 11 of the GENERAL TERMS AND CONDITIONS. Except for certain costs incurred after the thirty (30) consecutive days as a result of termination of the SERVICES as specifically provided in Paragraph 11, neither party shall be liable to the other for costs incurred by the other as result of any delay of failure to perform arising out of the FORCE MAJEURE EVENT.
- 19.3 The ADVISOR shall have no obligations to the CLIENT nor shall the CLIENT have any obligation to the ADVISOR with respect to any damage to or loss of property caused by the perils of war (declared or undeclared), insurrection, riot, revolution, nuclear reaction or other similar perils.

20.0 SUBCONTRACTORS

- 20.1 The ADVISOR shall not, without the prior written consent of the CLIENT (which shall not be unreasonably withheld), subcontract or delegate any of the SERVICES to any parties, other than those listed as SUBCONTRACTORS to the ADVISOR as contained in the PROPOSAL.
- 20.2 Other than those SUBCONTRACTORS listed in the PROPOSAL, the ADVISOR shall procure the performance of any portion of the SERVICES by any additional SUBCONTRACTORS only after the ADVISOR has received written authorization from the CLIENT to subcontract that portion of the SERVICES. If not already included within the PROPOSAL, the ADVISOR shall promptly submit to the CLIENT REPRESENTATIVE, for the CLIENT's approval, the ADVISOR's subcontracting plan. This subcontracting plan shall specifically identify those portions of the SERVICES which ADVISOR proposes to subcontract. In procuring such SUBCONTRACTORS, the ADVISOR shall only select such SUBCONTRACTORS who are fully qualified to perform said portion of the SERVICES.
- 20.2 After receiving CLIENT's written authorization that a portion of the SERVICES may be subcontracted, the ADVISOR shall, before procuring any SUBCONTRACT, submit a notification to CLIENT containing the following information:
- 20.2.1. If the proposed SUBCONTRACTOR is a sole proprietorship or partnership, the name(s) and addresses) of the proprietor of all members of the partnership, as the case may be;
 - 20.2.2. If the proposed SUBCONTRACTOR is a company, the place of its incorporation or formation and its corporate headquarters;
 - 20.2.3. The name and address of the proposed SUBCONTRACTOR's principal bank; and
 - 20.2.4. Evidence acceptable to the CLIENT of the proposed SUBCONTRACTOR's qualification to perform the SERVICES to be subcontracted.
- 20.3 The CLIENT shall, in timely manner:
- 20.3.1 review the information; and
 - 20.3.2 provided that the proposed SUBCONTRACTOR is, in the CLIENT's opinion, both professionally competent and financially able to perform the SERVICES to be subcontracted, advise the ADVISOR in writing of non-objection to the proposed SUBCONTRACTOR.



- 20.4 If the CLIENT objects to the proposed SUBCONTRACTOR, the ADVISOR shall either itself accomplish the SERVICES which would have been performed by the proposed SUBCONTRACTOR or shall select another SUBCONTRACTOR to which the CLIENT has no objection.
- 20.5 In the event of any material breach of the CONTRACT by the ADVISOR and without regard as to whether the CLIENT terminates the CONTRACT or portion of the SERVICES pursuant to Paragraph 12, the ADVISOR shall, if the CLIENT requests, assign to the CLIENT all of its rights under all SUBCONTRACTS entered into by the ADVISOR, and the CLIENT may, to the extent permitted by applicable law and after prior written notice to the ADVISOR, enforce directly against any such SUBCONTRACTOR all rights of the ADVISOR under such SUBCONTRACT. All SUBCONTRACTS entered into by the ADVISOR shall contain a provision whereby the SUBCONTRACTOR agrees and consents to such assignment by the ADVISOR to the CLIENT.
- 20.6 In the event of any material breach of the CONTRACT by the SUBCONTRACTOR, subject to the provisions of Paragraph 12, the ADVISOR shall, if the CLIENT requests, procure a suitable replacement SUBCONTRACTOR in accordance with the provisions of Paragraphs 20.1 and 20.2. For the sake of clarity, following any request made by the CLIENT pursuant to this Paragraph 20.6, the ADVISOR shall not be entitled to any amendment to the amount of any payment milestone, as set out in Schedule B.
- 20.7 The ADVISOR shall include in every SUBCONTRACT under this CONTRACT, a provision prohibiting any further subcontracting of any portion of the SERVICES by the SUBCONTRACTOR.
- 20.8 The ADVISOR shall be fully responsible to the CLIENT for the acts and omissions of all SUBCONTRACTORS and their personnel. Nothing in the CONTRACT shall create any contractual relation between the CLIENT and any SUBCONTRACTOR unless the CLIENT elects to exercise its rights under Paragraph 20.5. The CLIENT's approval to subcontract any portion of the SERVICES and the CLIENT's non-objection to ADVISOR's SUBCONTRACTOR selection shall not relieve ADVISOR of any of its obligations under this CONTRACT. All reference in this CONTRACT to any performance payment, act, default, omission, breach or negligence of the ADVISOR shall be deemed to include any or the same by a SUBCONTRACTOR
- 21.0 PUBLICITY RELEASES**
Should the ADVISOR or any SUBCONTRACTORS desire to publish or release any publicity or public relations materials of any kind concerning or relating to the CONTRACT, the ADVISOR shall first submit such materials to the CLIENT for review. The ADVISOR shall not publish or release, and shall ensure that SUBCONTRACTORS do not publish or release, any such material without the CLIENT's prior written approval.
- 22.0 GOVERNING LAW AND CONTRACT LANGUAGE**
22.1 The CONTRACT shall be governed by the laws of the KINGDOM.
22.2 The language of the CONTRACT shall be Arabic.

23.0 GENERAL PROVISIONS

The CONTRACT supersedes all previous agreements, correspondence and understandings between the parties concerning the SERVICES, and constitutes their entire agreement concerning the SERVICES to be performed hereunder.

24.0 Notices

Any notice other communication from one Party to the other Party which is required or permitted to be made under the provisions of this Agreement shall be (a) made in the English language, (b) made in writing, (c) delivered personally (by hand deliver or by courier) to the address of the other Party which shown below or to such other address as the other Party shall by notice require, or sent by E mail or sent by facsimile transmission (with receipt of transmission confirmation) to the facsimile number of the other Party which is shown below or to such other facsimile number as the other Party shall by notice require, and (d) marked for the attention of the person(s) designated below or to such other person(s) as the other Party shall by notice require. Any notice or other communication made by one Party to the other Party in accordance with the foregoing provisions of this Paragraph 1.24 shall be deemed to be received by the other Party, if delivered by hand or by courier on the Day on which it is



left at that Party's address, or if sent by facsimile transmission, on the next business day following the day on which it is sent to that Party's address:

If to CLIENT, to:

The Chief Executive Officer
Saudi Water Partnership Company S.M.L.L.C
 (7586) King Fahad Road
 Al Rahmanyah District
 Post code (12341)
 Secondary No. (4119)
 Unit No. (18)
 Moon Tower, Riyadh, Kingdom of Saudi Arabia
 Telephone: +966-11-2808910
 Telefax: +966-11-2808929

If to Advisor, to:

 (****) *****
 ***** District
 Post code (****)
 Secondary No. (****)
 Riyadh, Kingdom of Saudi Arabia

25. Cyber security requirements

a. Cyber security requirements

1. The second party is committed to applying the cybersecurity requirements and policies of the first party and the relevant legislative and regulatory requirements.
2. Assess cybersecurity risks and ensure that there is control over those risks.
3. Cybersecurity operation centers managed for operation and monitoring, using remote access, should be fully located within Saudi Arabia.
4. Cybersecurity requirements should be reviewed with the second party periodically.
5. Return and Destruction of Data: Upon termination of the contract, the third party is required to return all data to Saudi Water Partnership Company in a format agreed upon in advance. Additionally, they must securely delete and destroy any remaining copies of the data, ensuring that it is unrecoverable

b. Saudi NCA controls:

1. The second party commits to implementing the cybersecurity requirements and policies of the first party and relevant legislative and regulatory requirements.
2. Conduct risk assessment throughout all system lifecycle stages (prior to development initiation, during development phase, and before deployment to the live environment), and ensure measures are in place to control those risks when legislative and regulatory requirements change.
3. Cybersecurity operations centers for operation and monitoring, utilizing remote access, must be entirely located within the Kingdom of Saudi Arabia.
4. Establish separate test and live environments.
5. Conduct vulnerability scanning and apply patches/service packs before deploying to the live environment.
6. Adhere to cybersecurity requirements within IT project management.

c. Software Development:

1. Utilize multi-tier architecture principle.
2. Avoid using any insecure external systems (development library).
3. Evaluate the system using OWASP methodology.
4. Implement Secure Coding methodology.
5. Perform penetration testing of the system before launch.

d. National Data Management Office Controls:

- The second party must comply with all data protection controls issued by the National Data Management Office (NDMO)