

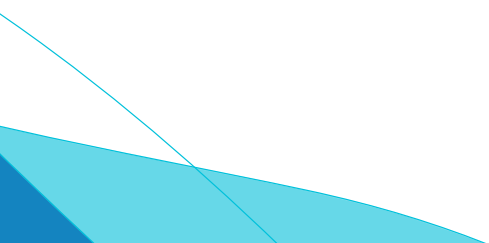
Request for Proposals (RFP)

Commissioning Manuals for SWPC's Projects	Tender Name
RFQ-003021	Tender Number
13/05/2026	Release Date
24/05/2026	Questions Deadline
08/06/2026	Tender Closing Date
Bids must be submitted to the Procurement Department at the Saudi Water Partnerships Company through the SERB platform in separate sealed envelopes (Technical Proposal and Financial Proposal) (User Guide to Registration) (User Guide to submit proposals)	Submission
Send your inquiries to Procurement Dep. (Procurement@swpc.sa)	Communication

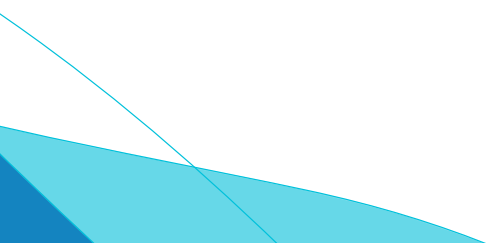
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1. INTRODUCTION AND BACKGROUND



1.1 INTRODUCTION

Saudi Water Partnership Company S.M.L.L.C (“CLIENT” or the “Client”), 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.

The role of CLIENT includes the following:

- To be the off taker for all future Independent Water Projects (“IWPs”), Independent Sewage Treatment Projects (“ISTPs”), Independent Strategic Water Reservoirs (“ISWR”) and Independent Water Transmission Pipeline (“IWTP”);
- To manage and lead the procurement process (in coordination with all stakeholders) for such independent projects from project initiation to negotiations, contract signing with developers, and oversight over construction.

CLIENT intends to appoint a qualified and experienced Consultant firm (hereinafter referred to as the 'Consultant') to develop and provide a Commissioning Manual for CLIENT’s upcoming projects, including Independent Water Plants (IWPs), Independent Sewage Treatment Plants (ISTPs), Independent Water Transmission Pipelines (IWTPs), and Independent Strategic Water Reservoirs (ISWRs).

1.2 BACKGROUND:

Currently CLIENT is the off taker for the following IWPP/IWP/ISTP/ISWR/IWTP projects:

Project Type	Project	Capacity [m ³ /day] [m ³]	Power [MW]	Project Commercial Operation Date (PCOD)
IWPP	Shuqaiq (Phase2)	212,000	850	01/05/2011
IWP	Shuaibah 3 Expansion I	150,000	-	17/11/2009
	Shuaibah 3 Expansion II	250,000	-	27/05/2019
	Rabigh 3	600,000	-	31/12/2021
	Shuqaiq 3	450,000	-	19/01/2022
	Yanbu 4	450,000	-	01/05/2024
	Jubail 3A	600,000	-	28/02/2023
	Jubail 3B	570,000	-	28/03/2024
	Shuaibah 3	600,000	-	07/05/2025
	Rabigh 4	600,000	-	Under Construction
Ras Mohaisen	300,000	-	Under Construction	
ISTP	Jeddah Airport 2	500,000	-	01/09/2023
	Dammam	200,000	-	28/09/2025
	Taif	100,000	-	19/09/2022
	Madinah 3	200,000	-	14/04/2025
	Buraydah 2	150,000	-	24/04/2025
	Tabuk 2	90,000	-	22/03/2025
	Al Haer	200,000	-	Under Construction
	Arana	250,000	-	Under Construction
	Haddah	100,000	-	Under Construction
Riyadh East	200,000	-	On Transaction	
ISWR	Juranah	2,500,000	-	Under Construction
IWTP	Rayis-Rabigh	500,000	-	Under Construction
	Jubail-Buraydah	650,000	-	Under Construction
	Riyadh-Qassim	685,000	-	On Transaction

CLIENT wishes to remain at the forefront of the industry in KSA as a distinct and high performing off taker in attracting developers for all water projects on a competitive basis & with competitive tariff bids by closely monitoring future developments and outcomes in the KSA Water Sector.

2. INSTRUCTIONS TO BIDDER

2.1 BIDS TO BE CONSIDERED

- 2.1.1 Only Consultants who are shortlisted by CLIENT (through competitive bid phase of RFQ process) are permitted to participate in this RFP and allowed to submit bids. Bids submitted by others who have not been pre-qualified will not be considered by CLIENT.
- 2.1.2 Receipt of the RFP issued by CLIENT should be acknowledged by return e-mail.

2.2 GENERAL INSTRUCTIONS

- 2.2.1 A bid not in compliance with the instructions to bidders will be rejected.
- 2.2.2 The Client assumes no obligation or responsibility whatsoever to compensate or indemnify the Bidder for any expense or loss, which may be incurred by the Bidder in the preparation of their bid, nor does the Client guarantee that an award will be made.
- 2.2.3 A bid shall be free from any reservations, exceptions and deviations and shall include all services needed to execute the scope of work.
- 2.2.4 The Consultant shall have prior CLIENT's approval to sign any contract with Owner, SPV, Lenders, Bidder, EPC, Expert, Stakeholder and/or Counter Party related directly or indirectly to any of CLIENT's projects. The successful bidder must confirm this commitment in writing as part of the bid submission.
- 2.2.5 While engaged on this Projects, the successful bidder must not work as an Advisor to any 3rd party associated with the CLIENT Project. The successful bidder must confirm this commitment in writing as part of the bid submission.
- 2.2.6 The Bidder must have physical offices in KSA.

2.3 PREPARATION AND SUBMISSION OF BIDS

- 2.3.1 All bids shall be submitted as complete, including financial proposals.
- 2.3.2 All bids shall be type written in Microsoft Word, or Adobe Acrobat PDF format.
- 2.3.3 Modification of bids after the bids have been submitted and accepted by the Client is not allowed, unless requested and agreed to by the Client.
- 2.3.4 Each page of the bid shall be manually signed in ink by the bidder's duly authorized representative and stamped with the bidder's Company seal.
- 2.3.5 The bidder shall furnish all information required under "Instructions to Bidders". Information received from the bidder after the bid final submission date will not be considered, unless requested in writing by the Client.
- 2.3.6 All bids shall be submitted as follows;
All technical and financial proposals are received separately through the dedicated portal in SHARAKAT. We will not accept any proposals that are not submitted through the portal.

Commissioning Manuals for SWPC's Projects

TO:

Procurement Department

Saudi Water Partnership Company S.M.L.L.C.,

Ground Floor, Moon Tower,

King Fahad Road, Ar Rahmaniyya

P.O. Box: 300091

Riyadh 12341-4119,

Kingdom of Saudi Arabia

E-mail: procurement@swpc.sa

- 2.3.7 All bid prices shall be stated in Saudi Riyals, with Value Added Tax (VAT) indicated separately. The total amount, including any down payments or monthly payments, must be expressed as a whole number without any decimal or fractional values. Bids submitted in any other currency will not be accepted.
- 2.3.8 The deadline for submission of bids is:
03:00 PM (Riyadh time) on 08/06/2026
- 2.3.9 The Client shall not be under any obligation to accept any bid submitted after the above deadline.

2.4 WITHDRAWAL OF BIDS

Bid withdrawal shall not be allowed for any reason whatsoever after its submission and receipt by the Client.

2.5 BIDDER'S RESPONSIBILITY

The bidder shall carefully examine all the Bid Documents and shall be deemed to have fully informed themselves as to all conditions, local or otherwise affecting the performance of the scope of work. Failure to do so is at the bidder's own risk.

It shall be the sole responsibility of the bidder to determine and satisfy themselves by such means, as they consider necessary or desirable as to all matters pertaining to this project, including the location of the work, the nature and condition thereof, and all other factors (disbursements) that may affect the cost, duration and execution of the work. The bidder, by submitting a bid acknowledges that they have determined and understood the general characteristics and the Scope of Work and all the conditions thereof.

The Client will not assume any responsibility regarding misinterpretation made by the bidder from the information furnished by the Client. No verbal agreement or conversation with any officer, employee or agent of the Client shall affect or modify any of the terms or obligations of the Client and the bidder, contained in the Bid Documents.

2.6 INTERPRETATION OF BID DOCUMENTS

If the bidder observes any omission or discrepancy in any of the Bid Documents or should there be any doubt as to the true meaning of any part of the Bid Documents, or if a bidder has any question or inquiry about the Bid Documents, the bidder should submit a written Request for Clarification (RFC), allowing sufficient time for a reply to be made by the Client. All such written requests shall be addressed via email to the following mail address:

Procurement Department,
Saudi Water Partnership Company S.M.L.L.C.,
E-mail: procurement@swpc.sa

All RFCs must be submitted to the Client no later than two weeks prior to the bid submission date.

2.7 LAWS

By submitting a bid, the bidder acknowledges that they are familiar with, and are ready to comply with all laws, acts and regulations of KSA that in any manner may affect or apply to the operations and activities of the bidder (if awarded the Contract) under the Contract. The Bidder further acknowledges that they shall be the employer of the personnel utilized for the performance of the work. Moreover, all terms and conditions of the Contract are governed by the laws of KSA.

2.8 EVALUATION OF BIDS

Upon receipt of all proposals, the committee will be notified to proceed with the opening of the bids, followed by a thorough analysis and evaluation of all technical and financial proposals. Once the evaluation process is completed, all vendors will be notified of the results. The Client only receives bids as per clause (2.3.6)

2.8.1 Promptly after the opening of Bid proposals, the Client will undertake a detailed study and appraisal of all bids submitted.

2.8.2 In evaluating the bids, the Client will not be bound to award the Contract to the lowest Bidder determined during the opening of bids, but will take into consideration the bidder's compliance

with the bid documents, Bidder's prices, the Bidder's team, their credentials, Bidder's references and all other relevant factors, such as but not limited to terms and conditions, starting and completion dates, that may affect the successful completion of the Scope of Work.

2.8.3 The evaluation criteria applied by the Client to select the winning bidder is summarized in the table below, along with the weights for each category.

No.	Criteria	Weight
	Technical:	
1.	Bidder's Capability & Experience with similar Projects.	15%
2.	Experience of the Team Leader with similar Projects.	15%
3.	Strength of the Other Team Members	10%
4.	Experience of the Back Office Team with similar Projects	10%
5.	Local Content	10%
6.	Proposed Technical Methodology, Work Plan, Deliverables & QA Approach	10%
	Total Technical Weight:	70%
	Financial	
7.	Bid Price Quote	30%
	Total Financial Weight	30%
	Total Weight:	100%

2.8.4 The Client considers the experience of the Team Leader and the strength of the other Team Members to be among the most important factors in the evaluation. Bidders must provide CVs for the Team Leader and all key personnel, and all senior members of the proposed team are expected to be actively engaged in the execution of the project. Upon Contract Award, the successful Bidder shall deploy the personnel exactly as proposed in its bid. The Awarded Bidder shall not change, replace, or reassign any of the proposed Team Leader or key team members during the bidding stage or throughout the project execution period without the prior written approval of the Client. Any proposed substitution shall be subject to the Client's sole discretion and shall only be permitted where the replacement personnel possess qualifications, experience, and competency equal to or better than those originally proposed."

2.8.5 During the evaluation of bids, the Client may require clarifications from bidders in order to fully understand and properly evaluate their bids. This may include a request by the Client for shortlisted bidders to provide a presentation of their bid submission at the head office of the Client. The costs of doing so are to Bidder's account.

2.8.6 Price changes after the opening of the bids or after clarifications are not acceptable to the Client and may be cause for disqualification.

2.9 CLIENT'S RIGHT TO REJECT OR AWARD

The Client reserves the right to reject any or all bids without assigning any reason whatsoever. The Client reserves the right to award the complete project to the Consultant or any part or parts of it, at its absolute discretion.

2.10 WORK GUARANTEE

The Client is entitled to retain up to twenty percent (20%) of the contracted value of the proposal, until all Deliverables are submitted, and the scope of work is completed.

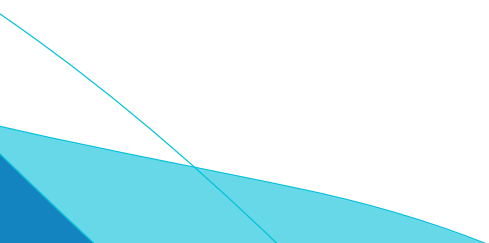
2.11 VALIDITY OF THE BIDS

Bids shall be valid and irrevocable for three (3) months from the deadline date for submission of bids. The Client may require the bidder to extend the validity period of their bid or deem it effective if the bidder does not request for withdrawal of it.

2.12 CONTRACT PERIOD OF THE REQUIRED SERVICES

The duration of the required services is eight (8) months (might be extended based on requirements) from the commencement of starting the Projects (*CLIENT will specify the exact Start Date for the project*).

3. GENERAL TERMS & CONDITIONS



GENERAL TERMS & CONDITONS

3.1 DEFINITIONS

- 3.1.1 "CLIENT" means Saudi Water Partnership Company S.M.L.L.C (CLIENT)
- 3.1.2 "CONSULTANT" means the professional entity providing the CLIENT with the services.
- 3.1.3 "KINGDOM" means the Kingdom of Saudi Arabia
- 3.1.4 "CLIENT REPRESENTATIVE" means a party or parties authorized by CLIENT to act on behalf of CLIENT will coordinate Contract activities and may consult at all reasonable times, and whose instructions, requests and decisions shall be binding on CONSULTANT as to all matters pertaining to this Contract.
- 3.1.5 "CONSULTANT REPRESENTATIVE" means a party of parties authorized by CONSULTANT to act on behalf of CONSULTANT with whom CLIENT may consult at all reasonable times and whose instructions, requests and decisions shall be binding on CONSULTANT as to all matters pertaining to this Contract.
- 3.1.6 "CONTRACT" means the contract between CLIENT and one of the various advisors defined above.
- 3.1.7 "WORK" means all the work and services to be performed by CONSULTANT Pursuant to this Contract.
- 3.1.8 "WORKSITE" means all locations at which CONSULTANT performs any portion of the WORK.
- 3.1.9 "SUBCONTRACT" means a firm hired by the CONSULTANT to conduct any task of CONSULTANT responsibilities.
- 3.1.10 "AMENDMENT" means any written alteration to this Contract signed by both parties.
- 3.1.11 "CHANGE" or "CHANGES" has the meaning set forth in Clause 3.14.1
- 3.1.12 "CHANGE ORDER" has the meaning set forth in Clause 3.14.4

3.2 GENERAL OBLIGATIONS OF CONSULTANT

CONSULTANT shall in accordance with and subject to the terms and conditions of this Contract and in particular in conformity with "Section 4" ("Scope of Work").

- 3.2.1 Perform the WORK described in "Section 4" ("Scope of Work") in accordance with the specifications and standards set forth or referred therein.
- 3.2.2 Except as otherwise provided in "Section 4" ("Scope of Work"), provide all of the labor and consultancy required to perform the WORK ("CONSULTANT's personnel")
- 3.2.3 Except as otherwise provided in "Section 4" ("Scope of Work"), provide computer equipment, computer programs, technical aids, office supplies, materials, tools and equipment required to perform the WORK.
- 3.2.4 Obtain all permits, licenses and other government or other authorizations which must be obtained in the CONSULTANT's name, and which are necessary for the performance of the WORK.

- 3.2.5 Appoint one or more CONSULTANT' REPRESENTATIVE(s) for the duration of this Contract.
- 3.2.6 Provide catering, accommodation and transportation for all CONSULTANT's personnel.
- 3.2.7 Perform all other obligations required by the terms and conditions of this Contract.

3.3 CONSULTANTS PERSONNEL

- 3.3.1 CONSULTANT warrants that it has sufficient competent and fully qualified personnel able to execute the WORK in the manner and within the time required by this Contract. CONSULTANT shall submit to CLIENT a list of CVs of the personnel selected to perform the WORK for the CLIENT's approval. The CONSULTANT's personnel approved by the CLIENT shall not be removed, reassigned or replaced by CONSULTANT for any reason without the CLIENT's approval.
- 3.3.2 In obtaining additional personnel to supplement its permanent staff in the performance of the in-KINGDOM portion of the WORK, CONSULATANT shall give priority to qualified KINGDOM Nationals.
- 3.3.3 CONSULTANT specifically acknowledges its responsibility to adhere to and abide by KINGDOM's requirements with regards to the issuance of visas for its expatriate personnel. Non issuance of visas to CONSULTANT's expatriate personnel by the KINGDOM shall not relieve CONSULTANT of its obligation to perform the WORK. CONSULTANT's expatriate personnel shall obtain the required passports, visas, and permits necessary to gain entrance into, and exit from, KINGDOM.
- 3.3.4 CONSULTANT shall not, during the course of the WORK, offer employment to any KINGDOM national who is at such time an employee of the CLIENT, without CLIENT's prior written consent.
- 3.3.5 When working in the KINGDOM, all of CONSULTANT's personnel shall have in their possession all required and properly validated licenses or certificates prescribed by the KINGDOM of CLIENT as being necessary for the performance of those aspects of the WORK to which they are assigned. CONSULTANT shall provide to CLIENT upon CLIENT's request copies of these licenses or certificates.
- 3.3.6 CONSULTANT or CONSULTANT'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 WORK without claim for reimbursement from CLIENT.
- 3.3.7 While working in CLIENT's offices, or on the construction site, CONSULTANT's personnel shall comply with all applicable work rules, health and safety rules and instructions issued by CLIENT for its own employees.
- 3.3.8 CONSULTANT agrees to defend, indemnify and hold CLIENT harmless from any expense, loss, damage, fine or penalty incurred by, assessed against or demanded from CLIENT as a result of CONSULTANT's failure to fulfill the obligations set forth in this Clause 3.
- 3.3.9 All of CONSULTANT's and SUBCONTRACTOR's personnel performing the WORK in the KINGDOM shall be physically fit and free from communicable diseases as defined by the Ministries of Health of the KINGDOM. CONSULTANT 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 Ministries of Health reporting requirements.

- 3.3.10 CONSULTANT specifically acknowledges its responsibility to its personnel pursuant to the Labor Law of the KINGDOM and of its country.
- 3.3.11 Upon CLIENT's written request, CONSULTANT shall at its own expense remove from employment in the WORK any CONSULTANT personnel determined unsuitable by CLIENT and promptly replace them with personnel acceptable to CLIENT.
- 3.3.12 All CONSULTANT personnel shall be able to speak, read and write English and be able to read and interpret documents required for the performance of the WORK.
- 3.3.13 All experts working on the project must hold valid work residences for a period of one year from the date of their appointment to the project. Any subsequent renewal must also be valid for one year, regardless of the remaining duration of their involvement in the project.

3.4 WORK REVIEW BY CLIENT

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

3.5 CONSULTANT SAFETY AND LOSS PREVENTION REQUIREMENTS

- 3.5.1 CONSULTANT shall, when performing WORK 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. CONSULTANT 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 CONSULTANT's performance of the WORK.
- 3.5.2 CONSULTANT shall provide, if the working environment so requires, enforce the use of necessary protective and safety equipment.

3.6 GENERAL OBLIGATION OF CLIENT

CLIENT shall, in accordance with, and subject to, the terms and conditions of this Contract:

- 3.6.1 Pay CONSULTANT the contract price set forth in "Section (5)" ("Deliverables, Time frame, Price and Payment Terms")
- 3.6.2 Perform all of CLIENT's obligations in such time and manner as to facilitate the orderly execution of the WORK.
- 3.6.3 Obtain all permits, licenses, and other government authorizations which must be obtained by CLIENT's name, and which are necessary for the performance of the WORK.
- 3.6.4 Appoint one or more CLIENT REPRESENTATIVE(s).

3.7 TITLE TO DOCUMENTATION

- 3.7.1 All relevant documents furnished to CONSULTANT are, and shall continue to be, the property of CLIENT. Neither CONSULTANT nor any SUBCONTRACTOR shall reproduce or copy any such materials as whole or in part except as required to perform the WORK. All such material together with all reproductions of copies of it shall be returned to CLIENT upon expiration or termination of this Contract.
- 3.7.2 All WORK developed by CONSULTANT under this Contract, whether completed or uncompleted, shall at all times be the property of CLIENT. CLIENT shall have the unlimited and unrestricted right to use and possess such for whatever purpose.
- 3.7.3 Neither CONSULTANT nor its SUBCOTRACTORS or their personnel or agents, shall divulge to anyone other than persons designated by CLIENT any information supplied by CLIENT during the course of the WORK so long as and to the extent that, the information does not become part of the public domain does not correspond to information furnished or made known to CONSULTANT by a third party without restriction as to its use or was within the CONSULTANT's possession at the time of disclosure by CLIENT.
- 3.7.4 CONSULTANT warrants that any WORK developed by CONSULTANT for or under this Contract shall not infringe any valid copyright owned or controlled by any other party. As regards such, CONSULTANT shall defend, indemnify, and hold CLIENT harmless from any claims, losses, expenses, or damages arising out of or incurred by reasons of any actual or alleged infringement of copyright.
- 3.7.5 Any agreement between CONSULTANT and CLIENT entered into prior to the effective date of this Contract relating to the secrecy or confidentiality of information exchanged between the parties shall survive the execution of this Contract in accordance with the terms of such agreements.

3.8 WARRANTIES AND REMEDY OF DEFECTS

- 3.8.1 CONSULTANT warrants that it shall perform the WORK in a professional manner and in accordance with high industry standards and practices, the Terms of Reference Provisions in "Section 4" ("Scope of Work"). CONSULTANT shall promptly notify CLIENT in writing if any instruction or revision of "Section 4 ("Scope of Work") of this Contract by CLIENT affects CONSULTANT's ability to meet the warranties made herein.
- 3.8.2 If at any time prior to or within one (1) year after completion of the WORK it is discovered that the WORK or any part thereof was not performed in accordance with the obligations under Clause 3.8.1 of this "Section 3" ("General Terms & Conditions") CONSULTANT shall perform remedial WORK at CLIENT's direction and at CONSULTANT'S own expenses necessary to correct the deficiency of the WORK. Should CONSULTANT fail or refuse to perform such corrective WORK, CLIENT at its option may perform itself, or through others, some or the entire corrective WORK and charge the cost thereof to CONSULTANT. Neither the CLIENT's failure to discover defective WORK, approval of such WORK or any portion thereof, nor payment to CONSULTANT shall excuse CONSULTANT from its obligations under this warranty.

3.9 RISKS DISTRIBUTION BETWEEN CLIENT AND CONSULTANT

- 3.9.1 CONSULTANT shall be responsible for and shall release and hold harmless CLIENT and the personnel or agents of CLIENT, from liability resulting from loss of, or damage to, CONSULTANTS or SUBCONTRACTOR's tools and equipment whether owned or rented and wherever located, which are used or intend for use in performing the WORK.
- 3.9.2 CONSULTANT shall compensate CLIENT for loss of or damage to CLIENT's property, which results from the negligence or willful misconduct of CONSULTANT or SUBCONTRACTOR in the performance of the WORK.
- 3.9.3 CONSULTANT shall indemnify, defend and hold harmless the CLIENT, its affiliates, and the personnel or agents or any of them (hereafter individually and collectively referred to as indemnitee) from claims, demands and causes of action asserted against the indemnitee by any person (including, without limitation, CONSULTANT's and indemnitee's employees, SUBCONTRACTOR's and employees of such SUBCONTRACTOR's and any other third party) for personal injury or death and for loss of, or damage to, property resulting from the negligence or willful misconduct hereunder of CONSULTANT. SUBCONTRACTORS of the employees or agents of any of them without regard to whether any acts or omissions of other parties contributed to the personal injury of death or loss of or damage to property.
- 3.9.4 CONSULTANT shall indemnify, defend and hold CLIENT harmless from any and all claims, losses, expenses and damages arising from, or related to, any criminal misappropriations or misapplication by any CONSULTANT's personnel of any property, whether tangible or intangible, occurring during the course of, or in connection with, the performance of the WORK. CONSULTANT shall obtain from each SUBCONTRACTOR an indemnity and release for CLIENT identical to the one described in this Clause 3.9.4
- 3.9.5 CONSULTANT, its agents and SUBCONTRACTOR's shall not be liable to CLIENT nor shall CLIENT be liable to CONSULTANT, its agents and SUBCOTRACTORS, 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 this 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 SUBCONTRACTORS.

3.10 SUSPENSION OF WORK

- 3.10.1 CLIENT may at any time suspend performance of the WORK, or any part thereof, by giving CONSULTANT prior written notice specifying the WORK to be suspended and the effective date of such suspension. CONSULTANT shall cease all activities on suspended WORK on the effective date of suspension but shall continue to prosecute any unsuspended WORK. CONSULTANT shall take all actions necessary to maintain and safeguard the suspended WORK. CLIENT shall not be liable for loss of anticipated profits or for any damage or any other costs incurred with respect to suspended WORK during the period of suspension.
- 3.10.2 CLIENT may, at any time, direct CONSULTANT to proceed with all or any part of the suspended WORK by giving written notice to CONSULTANT specifying the part of WORK to be resumed and the

effective date of the resumption. Suspended WORK shall be promptly resumed by CONSULTANT after receiving such notice.

3.11 TERMINATION AT CLIENTS' CONVENIENCE

- 3.11.1 CLIENT may at any time, and at its sole convenience, terminate this Contract or any part of the WORK by giving written notice to CONSULTANT specifying the WORK or portion thereof to be terminated and the effective date of termination.
- 3.11.2 Should CLIENT terminate this Contract or any portion of the WORK in accordance with Clause (3.11.1) of this "Section 3" ("General Terms & Conditions"), CONSULTANT shall stop performance of the WORK involved on the effective date of termination. Upon receipt and verification of CONSULTANT's invoice. CLIENT shall, in full and final settlement of its obligations hereunder, pay CONSULTANT all amounts properly payable pursuant to "Section 4" ("Scope of Work") for WORK performed up to the effective date of termination. Additionally, CLIENT shall pay CONSULTANT, subject to CLIENT's audit reasonable and verifiable costs incurred by CONSULTANT within thirty (30) days following the effective date of termination as a direct result of such termination (including but not limited to, reasonable cancellation charges actually paid by CONSULTANT to suppliers, reasonable demobilization charges and reasonable costs incurred in preserving or protecting materials equipment or WORK in progress at the time of termination).

3.12 TERMINATION BY CLIENT FOR CAUSE

- 3.12.1 Should CONSULTANT commit a substantial breach of this Contract, CLIENT may demand in writing full corrective action. If within thirty (30) days thereafter CONSULTANT fails to remedy the breach, 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, terminated this Contract or any portion of the WORK by giving CONSULTANT notice to that effect. Should CONSULTANT commit an act of bankruptcy, or seek legal or equitable relief for reasons of insolvency, or become unable to meet its financial obligations, CLIENT may without prejudice to the exercise of any other rights or remedies which may be available to it immediately terminate this Contract or any portion of the WORK by giving CONSULTANT notice to that effect. Any termination pursuant to this Clause (3.12.1) shall be effective on the date specified in CLIENT's notice.
- 3.12.2 On the day on which termination under Clause 3.12.1 above becomes effective; CONSULTANT shall stop performance of the terminated WORK. CLIENT shall then be entitled to complete the terminated WORK either itself or through others, and also retain all amounts which are due and owing to CONSULTANT under this Contract or any other agreement between the parties until the damages to CLIENT resulting from CONSULTANT's breach of Contract, including CLIENT's reasonable and verifiable costs of completing the terminated WORK have been determined. If the cost to CLIENT to complete the terminated WORK is greater than the compensation CLIENT would have paid CONSULTANT for completing such WORK pursuant to this Contract, then CLIENT shall deduct the

difference from the retained amounts. If the differences exceed the retained amounts, CONSULTANT shall pay CLIENT that difference less the retained amounts.

3.13 CONSULTANT OBLIGATIONS UPON SUSPENSION OR TERMINATION

If this Contract or any portion of the WORK is suspended or terminated as provided in Clauses (3.10, 3.11 or 3.12) of the "Section 3" ("General Terms & Conditions"), and if the CLIENT so requests, CONSULTANT shall immediately make every reasonable effort to procure cancellation of some or all existing agreements or other obligations entered in to by CONSULTANT with SUBCONTRACTORS, suppliers or others upon terms satisfactory to CLIENT. Alternatively, CLIENT may direct CONSULTANT to execute and deliver to CLIENT all documents related thereto required by CLIENT and take all steps necessary to fully vest in CLIENT the rights and benefits of CONSULTANT under existing agreements or other obligations with SUBCONTRACTORS, suppliers and others. In addition, CONSULTANT shall do whatever is necessary in CLIENT's opinion to protect WORK already in progress, to protect materials, equipment and supplies in transit at the WORK SITE and to minimize all costs to CLIENT and CONSULTANT resulting from such suspension or termination.

3.14 CHANGE ORDERS REQUESTED BY CLIENT

- 3.14.1 CLIENT may at any time, by writing notice to CONSULTANT, request an addition to or deletion from or other changes in the WORK (together with any necessary or requested amendments to this Contract with respect thereto) (hereinafter a "Change" or "Changes"). CONSULTANT shall reasonably review and consider such requested Change and shall make a written response thereto within fourteen (14) days after receiving such request. CLIENT may also include the expected effect on CONSULTANT's cost, schedule, warranty obligations and other provisions hereof resulting from the requested Change (particularly in case of reduction).
- 3.14.2 If CONSULTANT believes that giving effect to any Change requested by CLIENT will increase or decrease its cost of performing the WORK, shorten or lengthen the time needed for completion of the WORK, require modification of its warranties in Clause (3.8) of this "Section 3" ("General Terms & Conditions") or require a modification of any other provisions of this Contract, its response to the Change request shall set forth such change (including any amendments to this Contract) that CONSULTANT deems necessary as a result of the requested Change and its justification thereof, In the event that CONSULTANT fails to respond to CLIENT's request for a Change or notify CLIENT of any changes as to cost, schedule, warranty obligations of other provisions hereof resulting from the requested Change within fourteen (14) days after receiving CLIENT's request for such Change, CONSULTANT shall be deemed to have accepted the requested Change as specified by CLIENT (including such amendments to this Contract), if any as specified by CLIENT (including such amendments to this 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 CONSULTANT shall have waived any claims or offsets against CLIENT as a result of the Change Order, provided that if such changes as to cost, schedule, warranty obligation or other provisions hereof cannot be determined

within the specified fourteen (14) day period, and CONSULTANT submits a notice to 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

3.14.3 CONSULTANT provides such information as to the effect on costs, schedule, and warranty Obligations and other provisions hereof by the date specified by CONSULTANT.

3.14.4 If CONSULTANT accepts the Changes requested by CLIENT (together with such amendments to this 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 WORK and agreed upon amendments to this Contract, if any, in a written change order signed by both parties (a "Change Order").

3.15 CHANGE ORDERS REQUESTED BY CONSULTANT

3.15.1 CONSULTANTS may at any time, by writing notice to CLIENT, request a Change in the WORK (together with any necessary or requested amendments to this Contract with respect thereto). 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.

3.15.2 If CONSULTANT believes that such requested Change will increase or decrease its cost of performing the WORK, length or shorten the time needed for completion of the WORK, require modification of its warranties in Clause (3.8) of this "Section 3" ("General Terms & Conditions") or require a modification of any other provisions of this Contract, it shall notify CLIENT of such in its request for Change.

3.15.3 If CLIENT accepts the Changes requested by CONSULTANT (together such amendments to this 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 WORK and agreed upon amendments to this Contract if any in a written Change order signed by both Parties.

3.16 CHANGE ORDER PRICING

The Parties agree to bargain reasonably and in good faith for the execution of a mutually acceptable lump sum Change Order, where applicable. Failing agreement or where inapplicable, the cost of any Change Order shall be determined as provided for by the fixed unit rates, if any stipulated in "Section 5" ("DELIVERABLES, TIME FRAME, PRICE & PAYMENT TERMS"). If no unit rates exist in the original contract, both parties shall negotiate as common agreement on newly needed unit rates.

3.17 SETTLEMENT OF CLAIMS AND DISPUTES

- 3.17.1 Should any dispute arise between CLIENT and CONSULTANT, during CONSULTANT's performance of the WORK, CONSULTANT shall, unless CLIENT directs otherwise, continue to perform the WORK and any additional WORK, which CLIENT may direct CONSULTANT to perform.
- 3.17.2 It shall be CONSULTANT's responsibility to inform CLIENT within fourteen (14) days following its occurrence or discovery, of any item or event, which CONSULTANT knows, or reasonably should know, may result in a request for additional compensation under this Contract. The parties shall endeavor to resolve the matter, and should it not be disposed of to CONSULTANT's satisfaction, CONSULTANT shall within ten (10) days deliver a written notice of claim to CLIENT with a copy thereof being sent to:

The Chief Executive Officer,
Saudi Water Partnership Company S.M.L.L.C.,
P.O.Box: 30091,
Riyadh 11372,
Kingdom of Saudi Arabia,
Telephone: +966-11-2113362,
Telefax: +966-11-2113313

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

- 3.17.3 CLIENT will evaluate any claim submitted by CONSULTANT in accordance with Clause (3.17.2) of this "Section 3" ("General Terms & Conditions"). Should CONSULTANT and CLIENT be unable to agree upon a settlement of any claim, CLIENT will advise CONSULTANT in writing of its determination.
- 3.17.4 If CONSULTANT rejects CLIENT's written determination in regard to any CONSULTANT claim, CONSULTANT may resort to the following clause (3.17.5)
- 3.17.5 CONSULTANT may file a notice of appeal submitting to the Saudi courts, Riyadh. Any such appeal shall:
- Be in writing,
 - Be submitted as soon after receipt of CLIENT's written determination as is practicable, but in no event more than (30) days thereafter.
 - Specify all substantive reasons why CONSULTANT deems CLIENT's written determination to be unsatisfactory, and
 - Be addressed to CLIENT with copy to the address indicated in Clause (3.17.2), above
- 3.17.5.1 As soon as practicable after CLIENT's receipt of CONSULTANT's notice of appeal, CLIENT shall establish a Contract Dispute Settlement Board ("Board"). The Board shall be empowered to review all relevant available evidence and information concerning CONSULTANT's appeal.
- 3.17.5.2 Upon completion of its evidentiary review, the Board shall prepare its findings and recommendations concerning the appeal. CLIENT's decision shall be communicated in formal writing which shall set forth CLIENT's findings and, as appropriate, CLIENT's final offer of

settlement. However, at any time prior to CONSULTANT's receipt and acceptance of CLIENT's findings/offer of settlement, CONSULTANT may avail itself of the provisions set in Clause (3.17.5.d) of this "Section 3" ("General Terms & Conditions"). Nothing contained herein shall preclude CONSULTANT from exercising its rights under said Clause (3.17.5) notwithstanding CONSULTANT's failure to pursue such rights as are afforded it under Clause (3.17.4) of this "Section 3" ("General Terms & Conditions").

- 3.17.6 Any dispute or difference between the parties hereto arising out of, or relating to, this Contract, which are not settled by agreement between the said parties, shall be settled by the Saudi Arabia law.
- 3.17.7 It is agreed by the parties here to for themselves and all persons claiming under them that, regardless of where this Contract shall be entered in to or performed, the laws of the KINGDOM shall control the interpretation and the performance of this Contract and any further agreements which may result from it.
- 3.17.8 Should any other provision of this Contract or any further agreement which may result from it be null and void by force of law, such nullity shall not affect the validity of the foregoing applicable law and settlement provisions.

3.18 TAX CERTIFICATES

CONSULTANT 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 CONSULTANT income tax obligations have been paid by CONSULTANT throughout the previous year or period. Notwithstanding anything contained elsewhere in this Contract to the contrary, CONSULTANT agrees that any amount due under this Contract shall be payable only after such certificates, however, CONSULTANT shall continue to perform diligently and to fulfill all obligations under the Contract. CLIENT shall also withhold payment of CONSULTANT last invoice submitted during each Gregorian year or applicable fiscal period and of CONSULTANT's final invoice under this Contract until CONSULTANT 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 CONSULTANT through the previous year or period.

3.19 FORCE MAJEURE

If either party rendered unable, wholly or in part, by force majeure to perform its obligations under this Contract, it is agreed that performance of such obligations by such party so far as they are affected by force majeure, shall be excused from the inception of any such inability until it is ended but for no longer period. The party claiming an inability to perform shall, immediately after the occurrence of the force majeure event, notify the other party orally of the nature, date of inception and expected duration of the force majeure and the extent to which it will prevent the party giving such notice from performing its obligations under this Contract. The party giving notice shall confirm such notification

in writing as soon as practicable. 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.

- 3.19.1 The term “Force Majeure” as used in this Contract 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.
- 3.19.2 Should the WORK be delayed or stopped for more than thirty (30) consecutive days as a result of force majeure, CLIENT shall have the right to either suspend the WORK affected pursuant to Clause (3.10) of this “Section 3” (“General Terms & Condition”) or terminate this Contract or the portion of the WORK involved pursuant to Clause (3.11) of this “Section 3” (“General Terms & Condition”). Except for certain costs incurred after the Thirty (30) consecutive days as a result of termination of WORK as specifically provided in Clause (3.11) on this “Section 3” (“General Terms & Conditions”), 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 force majeure.
- 3.19.3 CONSULTANT shall have no obligations to CLIENT nor shall CLIENT have any obligation to CONSULTANT 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 like perils.

3.20 SUBCONTRACTORS

- 3.20.1 SUBCONTRACTORS for the performance of any portion of the WORK shall be procured only after CONSULTANT has received written authorization from CLIENT to subcontract that portion of the WORK. If not already accomplished prior to the effective date of this Contract, promptly thereafter, CONSULTANT shall submit to CLIENT REPRESENTATIVE for CLIENT’s approval, the CONSULTANT’s subcontracting plant. This subcontract shall specifically identify those portions of the WORK which CONSULTANT proposed to subcontract. In procuring subcontractors, CONSULTANT shall only select SUBCONTRACTORS who are fully qualified.
- 3.20.2 After receiving CLIENT’s written authorization that a portion of the WORK may be subcontracted, CONSULATANT shall, before procuring any subcontract, submit a notification to CLIENT containing the following information:

CLIENT shall, in timely manner, review the information and, provided that the proposed SUBCONTRACTOR is, in CLIENT’s opinion, both professionally competent and financially able to perform the WORK to be subcontracted, advise CONSULTANT in writing of non-objection to the proposed SUBCONTRACTOR. If CLIENT objects to the proposed SUBCONTRACTOR, CONSULTANT shall either itself accomplish the WORK which would have been performed by the proposed SUBCONTRACOTR or shall select another SUBCONTRACOT to which CLIENT has no objection.

- 3.20.3 In the event of any substantial breach of this Contract by CONSULTANT and without regard as to whether CLIENT terminates this Contract or portion of the WORK pursuant to Clause (3.12) of this "Section 3" ("General Terms & Conditions"), CONSULTANT shall, if CLIENT requests, assign CLIENT all of its rights under all subcontracts entered into by CONSULTANT, and CLIENT may, to the extent permitted by applicable law and after prior written notice to CONSULTANT, enforce directly against any such SUBCONTRACTOR all rights of CONSULTANT under such subcontract. All subcontracts entered by CONSULTANT shall contain a provision whereby the SUBCONTRACTOR agrees and consents to such assignment by CONSULTANT to CLIENT.
- 3.20.4 CONSULTANT shall include in every subcontract under this Contract, a provision prohibiting any further subcontracting of any portion of the WORK by the SUBCONTRACTOR.
- 3.20.5 CONSULTANT shall be fully responsible to CLIENT for the acts and omissions of all SUBCONTRACTORS and their personnel. Nothing in this Contract shall create any contractual relation between CLIENT and any SUBCONTRACTOR unless CLIENT elects to exercise its rights under Clause (3.20.3) of this "Section 3" ("General Terms & Conditions"). CLIENT's approval to subcontract any portion of the WORK and CLIENT's non-objection to CONSULTANT's SUBCONTRACTOR selection shall not relieve CONSULTANT of any of its obligations under this Contract.

3.21 PUBLICITY RELEASES

Should CONSULTANT or any SUBCONTRACTORS desire to publish or release any publicity or public relations materials of any kind concerning or relating to this Contract, CONSULTANT shall first submit such materials to CLIENT for review. CONSULTANT shall not publish or release and shall ensure that SUBCONTRACTORS do not publish or release, any such material without CLIENT's prior written approval.

3.22 CONTRACT LANGUAGE

The contract may be signed in Arabic and English language.

3.23 GENERAL PROVISIONS

This Contract supersedes all previous agreements, correspondence and understandings between the parties concerning the WORK, and constitutes their entire agreement concerning the WORK to be performed hereunder. No promise, agreement, representation or modification to this Contract or an Amendment.

3.24 NOTICES

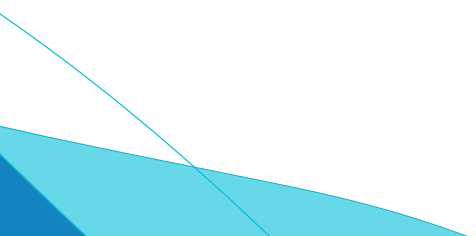
Any notice other communication from one Party to the other Party which is required or permitted to be made under the provisions of this Agreement shall be (a) made in the English language, (b) made in writing, (c) delivered personally (by hand deliver or by courier) to the address of the other Party 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 Clause (3.24) 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:

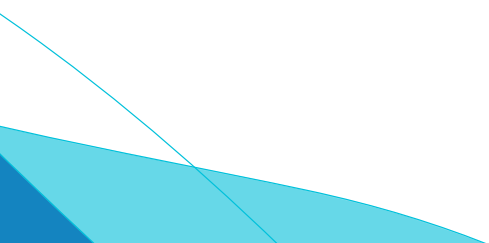
If to CLIENT, to:

If to CONSULTANT, to:

Either Party from time to time may change its address, facsimile number or other information for the purpose of noticing to such Party by giving notice specifying such change to other Party at least Five (5) days in advance.



4. SCOPE OF WORK



Scope of Work

CLIENT intends to appoint a competent CONSULTANT to support CLIENT in the development and issuance of the Commissioning Manual. The required services shall cover all relevant aspects, including technical, legal, and commercial considerations. Commissioning methods and acceptance criteria shall be standardized across all CLIENT projects to ensure consistency of Commercial Operation Date (COD) eligibility, performance duty testing, and operational readiness validation.

The CONSULTANT shall commence the Services on a date to be specified by the Client, and the assignment is expected to conclude two (2) weeks after the Commissioning Manuals are finalized and formally approved by CLIENT. The anticipated duration of the assignment is eight (8) months. CLIENT review durations shall not be deemed as consultant delay. Consultant timelines shall be adjusted on a like-for-like basis should CLIENT review exceed agreed review durations.

The CONSULTANT shall submit a work plan and methodology within two (2) weeks from the Contract signing date. Such work plans and methodology shall not be deemed valid, nor relied upon by CLIENT, unless and until it is formally approved by the Project Manager and thereof the main elements of the CONSULTANT's scope of services shall include, but not be limited to, the following:

4.1 Review of the CLIENT Agreements

This Contract will cover 4 types of Agreements, which are:

- Water Purchase Agreement "WPA"
- Sewage Treatment Agreement "STA"
- Water Storage Agreement "WSA"
- Water Transmission Agreement "WTA"
- Connection Agreements (WCA, SIA, TSEIA, etc.) related to WPA, STA, WSA and WTA

For each agreement type, CLIENT will share with the CONSULTANT the latest executed agreement(s) (at least one (1) agreement per type) for review. As part of the review, the CONSULTANT shall identify any commissioning-related ambiguity, duplication, inconsistency, or drafting weakness which may increase the potential for contractual dispute, claims, or misinterpretation, and shall recommend wording refinements to minimize such risk. The CONSULTANT shall review the agreements provided and submit to CLIENT the following deliverables:

4.1.1 Intra-agreement inconsistencies:

Identification of any inconsistencies within the same agreement, specifically in relation to commissioning requirements including but not limited to Commissioning obligation, testing requirements, milestones, acceptance criteria, and performing measurement, together with a clear proposal for the necessary wording amendments to eliminate such inconsistencies and ensure consistent interoperation and executability.

4.1.2 Inter-agreement variations:

Identification of variations among the different agreement types in relation to commissioning, provisions including but not limited to definitions, testing regimes, accepting criteria, reliability demonstration, documentations requirements, witnessing obligations, milestone decencies, and

conditions precedent to COD. The CONSULTANT shall highlight the key clauses/sections and recommend wording and structural alignment to standardized and unify the commissioning obligation/procedures across all agreement types.

4.1.3 Revised commissioning appendices:

Redrafting the commissioning appendix for each agreement type, with the objective of harmonizing the requirements across agreements to the maximum extent practical. This includes, but is not limited to, achieving harmonized structure, terminology, testing sequence, acceptance criteria, witnessing protocols, documentation requirements, failure/re-test protocol, and COD eligibility conditions, while duly considering the technical and operational requirements specific to each agreement type.

4.1.4 Internal coordination and refinement (if required):

Where required, the revised versions shall be discussed with relevant CLIENT departments and/or CLIENT's other consultants. The drafts shall then be updated and amended as necessary based on the outcomes of such discussions and in accordance with the CLIENT approved comments.

4.1.5 Formal approval:

The final revised versions shall be deemed formally approved upon completion of the CLIENT Project Manager's and the issuance of formal written approval.

4.2 Commissioning Manuals

The CONSULTANT shall prepare the standardized Commissioning Manuals in accordance with the latest best practices in engineering and commissioning and shall be based on recognized scientific methodologies internationally accepted engineering and commissioning practice, and relevant accepted standards. However, where applicable Saudi standards, regulatory requirements or CLIENT policies exist, these shall take precedence over other international standards unless otherwise agreed by CLIENT. Each Manual shall be submitted in multiple stages, to be agreed with the Project Manager, provided that the submission timeline allows sufficient time for reviewing the deliverables and for the approval of each stage independently. The Manuals shall establish a uniform commissioning framework, including common terminology, process structure, test documentation standards, acceptance criteria format, witnessing protocols, and reporting structures, to ensure consistent COD eligibility assessment and commissioning implementation across all CLIENT projects.

The Manuals shall be developed with a high degree of flexibility to enable their application across CLIENT projects, taking into account each project's size and specific technical requirements. All appendices, templates, checklists, and certificates shall be editable and adaptable to suit the needs of each project. At a minimum, each Manual shall include the following:

4.2.1 Introduction

- Purpose of the Manual: Define the goals and objectives of the commissioning process and its linkage to COD eligibility.
- Scope of Commissioning: Outline the systems and phases covered.
- Project Overview: Provide a brief description of the project.

- Definitions & Abbreviations: List terms and abbreviations used throughout the manual.

4.2.2 Commissioning Strategy

- Commissioning Objectives: Ensure systems are installed, tested, and operational.
- Commissioning Phases: Define each phase—Pre-commissioning, Commissioning, Start-Up Test, Trial Run Test, Reliability test, Performance Test and Net Dependable Capacity Test.
- Overall Timeline: Provide a high-level timeline or milestone chart.

4.2.3 Roles and Responsibilities

- Commissioning Team Structure: Organizational chart and key personnel.
- Stakeholder Roles: Describe the responsibilities of the owner, contractors, vendors, etc.
- Communication Protocols: Describe lines of communication and reporting structure.

4.2.4 Applicable Documents, Standards and References

- To include a list of all applicable documents, standards, and references.

4.2.5 Systems and Subsystems Definition

- System Breakdown Structure (SBS): Hierarchical structure of systems.
- Tagging and Numbering: Standards used for identification.
- Boundary Limits: Define handover points between systems.

4.2.6 Documentation and Records

- Required Documentation: Checklists, test sheets, inspection form, signoffs and certificate.
- Turnover Packages: Compilation and submission of final documentation.
- Document Control: Tracking and revision management.

4.2.7 Commissioning Management Tools

- Software Tools Used: Platforms or applications.
- Progress Tracking: KPIs, dashboards, reporting formats.

4.2.8 Training and Handover

- Training Plan: For operations and maintenance staff.
- Final Handover Requirements: Documentation, signoffs, and training completion.

4.2.9 Interface & Battery Limit Matrix

4.2.10 Commissioning Risk Register

- The Consultant to prepare a common commissioning risk register.
- To prepare a template for Risk Register.

4.2.11 Commissioning Flowchart including Stream sequence

4.2.12 Commissioning Close-out

- Punch List Management: Tracking and resolving outstanding items.
- Closure Verification Process: Process for verify the closure of Punch list
- Final Reports: Compilation of all test results and completion certificates.
- Commissioning Completion Certificate: Sign-off for system readiness.

4.2.13 Force Majeure & Abnormal Conditions

- How FM affects commissioning
- Test suspension rules
- Reset logic

4.2.14 Start-up Tests and Trial Run Test

4.2.15 Reliability & Performance Tests

The Manuals shall define standardized reliability demonstration and performance testing requirements, including test durations, availability thresholds, recovery rules following interruptions, parameter tolerances, and data validation requirements. These requirements ensure that sustainable and repeatable performance is demonstrated prior to achieving COD.

4.2.16 Net Dependable Capacity Test

4.2.17 Appendices

- Templates: Checklists, permits, certificates.
- Organization Charts
- System/Sub-system Lists
- Glossary

4.2.18 Commissioning Plan and Methodology

The Manuals shall define the approach for establishing performance testing and acceptance criteria, including flow, recovery, quality, availability, and energy performance parameters, as applicable to each project type.

4.2.18.1 Pre-commissioning Activities

- Mechanical Pre-Commissioning: Verify physical completeness, integrity, cleanliness, and mechanical readiness
 - Mechanical Completion verification against IFC drawings and P&IDs
 - Equipment installation checks (pumps, blowers, RO skids, tanks, diffusers)
 - Alignment, lubrication, free rotation, and torque verification
 - Piping inspection, line walk, supports, slopes, drains, and vents verification
 - Flushing, cleaning, air blowing, chemical cleaning (RO/CIP systems)
 - Hydrostatic / pressure testing of pipelines, tanks, and pressure systems
 - Strainer inspection and debris removal
 - Deliverables (Mechanical Completion Certificates (MCC), Flushing & cleaning reports, Hydrotest certificates, Punch list closure records, etc.)
- Electrical Pre-Commissioning: Ensure electrical systems are safe, compliant, and ready for energization
 - Installation verification per SLDs, wiring diagrams, and layouts
 - Cable termination, tagging, and earthing continuity checks
 - Insulation resistance (megger) testing of cables, motors, transformers
 - Switchgear and panel inspection and functional testing
 - Protection relay setting verification and secondary injection testing
 - Motor pre-energization checks (IR, rotation, vibration baseline)
 - Deliverables (Electrical test reports, Energization clearance certificates, Relay and protection test records)

- Instrumentation & Control (I&C) Pre-Commissioning: Verify measurement accuracy, signal integrity, and automation readiness
 - Instrument installation verification (type, range, tapping points)
 - Field instrument calibration with certified equipment
 - Loop checking (field → PLC/DCS → control room)
 - Cause & Effect and interlock dry testing
 - Alarm, trip, and fail-safe validation
 - DCS/SCADA configuration, tagging, trends, and historian setup
 - Deliverables (Calibration certificates, Loop check sheets, Cause & Effect verification records, Automation readiness certificate)

- Site Laboratory Readiness
 - Laboratory infrastructure completed and safe (power, ventilation, drainage, chemical storage)
 - Installation and calibration of all analytical equipment
 - Approved laboratory SOPs and QA/QC procedures
 - Qualified laboratory personnel mobilized and trained
 - Deliverables (Laboratory Infrastructure Completion Certificate, Equipment Calibration Certificates, Laboratory SOP & QA/QC Manual, Staff Competency & Training Records)

4.2.18.2 Commissioning Activities

- Mechanical Commissioning:
 - Verify correct installation, alignment, and integrity of all mechanical equipment.
 - Perform flushing, cleaning, lubrication, and pressure testing of systems.
 - Conduct functional and performance testing of pumps, blowers, valves, tanks, and pipelines.
 - Validate mechanical protections, interlocks, and emergency shutdowns.
 - Confirm process performance under live operating conditions.

- Electrical Commissioning:
 - Inspect and test electrical installations prior to energization.
 - Carry out insulation, continuity, and protection relay testing.
 - Energize power systems in a controlled, stepwise manner.
 - Commission motors, MCCs, transformers, UPS, and emergency power systems.
 - Verify electrical safety systems, load stability, and power reliability.
 - SCADA and power monitoring integration

- Instrumentation & Control (I&C) Commissioning:
 - Calibrate all field instruments against certified standards.
 - Complete loop checks from field devices to PLC/DCS and SCADA.

- Test control logic, interlocks, alarms, and automation sequences.
 - Validate fail-safe behavior, redundancy, Cybersecurity and communication systems.
 - Optimize process control through PID tuning and operational simulations
- Site Laboratory Readiness:
 - Routine sampling and testing to support start-up and process control
 - Water quality verification during integrated system testing
 - Independent support to reliability and performance testing
 - Data validation, trending, and audit-ready reporting

This section shall describe the approach for safely energizing, operating, and testing systems under controlled conditions, including functional testing of major equipment, automation systems, and process control logic and the commissioning stage is preceded by successful pre-commissioning activities. The CONSULTANT, based on the review of the agreements provided, shall develop and add the required activities to ensure its executability.

4.2.18.3 Integrated System Testing

- Full System Run: This section shall define the requirements for full integrated system testing from upstream up to downstream the entire system/plant.
- Automation Validation: DCS/PLC control logic tested under various scenarios.
- Execute full plant start-up and shutdown sequences.
- Test system-wide interdependence across Mechanical, Electrical, and I&C.
- Simulate abnormal, emergency, and power-failure scenarios.
- Confirm operator readiness and plant operability validation as a complete system
- Full Site Laboratory operation for Process tuning, Automation validation, Plant Acceptance Test.
- Performance Guarantees data verifications

4.2.18.4 Plant Acceptance Test (Startup Test, Trail Run Test, Performance Test, Reliability Test and Net Dependable Capacity Test) & Acceptance Criteria

- Guaranteed Flow & Capacity Tests
- Effluent / Product Water Quality Compliance
- Energy Consumption Verification
- Sampling, testing, and lab protocols as an Acceptance criteria for each Plant Acceptance Test
- Availability & Reliability Demonstration Runs
- Performance Guarantees data validation
- Operational Readiness Validation

4.2.18.5 Health, Safety, and Environmental (HSE) Considerations

4.2.18.5.1 Safety Requirements

- Permit to Work System: Mandatory for all commissioning work.
- Lock-Out Tag-Out (LOTO): Required for electrical and rotating equipment.
- Personal Protective Equipment (PPE): Minimum PPE—hard hat, safety glasses, gloves, safety boots, high-vis vest.
- Toolbox Talks: Daily briefings prior to start of commissioning activities.
- Competency Requirements
- Environmental Controls and Discharge Compliance

4.2.18.6 Commissioning Procedures

To enter any stage of testing and commissioning, or to transition from one stage to the next, condition, controls and checklists shall be established to verify the readiness of the systems and equipment for commencing testing and progressing to the subsequent stage, in full compliance with the requirements of the relevant agreements.

4.2.18.6.1 General Format of Procedures

- Each commissioning procedure includes:
 - Purpose and Scope
 - Safety Precautions
 - Environmental Control
 - Tools & Equipment Required
 - Manpower requirements and responsibility.
 - Commissioning Philosophy Document (high-level strategy and governance).
 - Step-by-Step Instructions
 - Acceptance Criteria
 - Test Record Form

4.2.18.6.2 Asset-specific Commissioning Manual Contents

4.2.18.6.2.1 IWPs – RO Desalination Plants

For Seawater RO IWPs, Manual shall cover at minimum:

- Intake and outfall systems (screens, pumps, pipelines, diffusers).
- Pre-treatment (coagulation, DAF, DMPF filtration (or other gravity filters), Cartridge Filter, chemical dosing).
- RO trains (1st Pass and 2nd Pass):
 - Membrane loading, preservation removal, and installation procedures.
 - High Pressure Pumps and Energy Recovery devices.
 - High-pressure piping pressure tests.
 - Start-up pressurization sequence with controlled ramping and maximum allowable pressure rise rates.
 - Normal operation, shutdown, and emergency trip tests.
- Post-treatment, remineralization, product water storage and transfer.
- Chemical storage and dosing systems.
- Power supply, Switchgears, MCCs, drives, transformers, UPS, emergency power.
- I&C and SCADA:

- Loop checks, interlock testing, alarms, historian, and remote access tests.
- Performance Guarantees Data for the IWP project as per WPA

4.2.18.6.2.2 ISTPs – Sewage Treatment Plants

Manuals shall include commissioning requirements, at minimum:

- Inlet works, screening, grit removal, equalisation basins.
- Primary and secondary treatment (biological reactors, MBR, clarifiers, etc.).
- Tertiary Treatment
- Sludge treatment and disposal.
 - Sludge treatment – thickening and dewatering
 - Sludge stabilization – aerobic/anaerobic digestion
 - Biogas handling and safety systems
 - Biogas-fired cogeneration plant (CHP)
 - Sludge quality, biosolids utilization and disposal performance tests
- Odour control systems.
- Chemical storage and dosing systems.
- Power supply, Switchgears, MCCs, drives, transformers, UPS, emergency power.
- I&C and SCADA:
 - Loop checks, interlock testing, alarms, historian, and remote access tests.
- Performance Guarantees Data for the ISTP project as per STA.

4.2.18.6.2.3 ISWRs – Strategic Water Reservoirs Plants

Manuals shall include reservoirs, and associated systems, at minimum:

- Structural integrity verification, hydrostatic testing, leak tests, settlement monitoring.
- Internal lining, disinfection and water quality validation before first fill.
- Inlet/outlet, overflow, drain, and isolation valves functional tests.
- Integration tests with transmission pipelines and plants (filling/emptying sequences, surge behaviour).
- Power supply, Switchgears, MCCs, drives, transformers, UPS, emergency power.
- I&C and SCADA:
 - Loop checks, interlock testing, alarms, historian, and remote access tests.
- Performance Guarantees Data for the ISWR project as per WSA.

4.2.18.6.2.4 IWTPs – Water Transmission Pipeline Plants

Manuals shall address transmission systems from plant to offtake (including pumping stations and intermediate storage, at minimum:

- Pipeline pressure tests, pigging, cleaning, disinfection/ chlorination and de-chlorination.
- Pumping station commissioning (pumps, surge vessels, valves, surge control, VFDs).

- Valve chambers, air valves, isolation and control valves functional tests.
- Cathodic protection and pipeline monitoring systems commissioning.
- Leakage Detection system.
- Integration tests with connected IWPs/ISTPs, reservoirs, and downstream networks.
- Power supply, Switchgears, MCCs, drives, transformers, UPS, emergency power.
- I&C and SCADA:
 - Loop checks, interlock testing, alarms, historian, and remote access tests.
- Performance Guarantees Data for the WTP project as per WTA.

4.2.18.6.2.5 Solar PV plants (co-located or standalone)

For utility-scale PV plants feeding IWPs/ISTPs or grid, Manuals shall include, at minimum:

- String, combiner, and DC side checks.
- Inverter commissioning, protection and grid code compliance tests.
- Performance ratio and capacity tests.
- MV/LV switchgear, transformers, earthing system and lightning protection tests
- Grid Connection and Synchronization Tests.
- SCADA and monitoring system commissioning (data acquisition, alarms, logging, remote access).
- Performance Guarantees Data.

4.2.18.6.3 Example: RO Skid Commissioning Procedure

- Verify Membranes Are Installed Correctly
- Confirm Electrical Connections to Feed Pump and Interlocks
- Flush RO Skid with Clean Water
- Ramp Up Pressure Gradually to Design Value
- Record Start-Up Parameters (pressure, flow, conductivity)
- Monitor for 4-6 Hours Under Normal Operation
- Record Results and Sign-Off

4.2.18.6.4 Example: Biological reactors Commissioning Procedure

- Complete functional test of air blowers, including testing full load conditions
- Conduct bubble test for diffusers integrity
- Fill basins with clean water for Hydraulic verification, and Mechanical Wet Commissioning
- Start the seeding of biological reactors with activated sludge from another plant
- Monitoring and optimization - daily sampling and analysis of key parameters
- Process stabilization and performance testing to verify compliance with required parameters

4.2.18.6.5 Example: Pumping station Commissioning Procedure

- Conduct solo run of motors for motor-only check for at least 2 hours

- Complete and verify the coupling alignment
- Conduct the electrical and control systems commissioning
- Conduct functional test of individual pumps, including load test under full load conditions
- Conduct performance test with all duty pumps in operation, including full load conditions and interlocks testing
- Conduct the functional test for surge protection system

4.2.18.6.6 Example: Reservoir Commissioning Procedure

- Complete the bottom plate survey for the tank, and survey for the tank before water filling
- Fill tank gradually in stages using TSE or potable water, in accordance with API650 guidelines
- Inspect each stage for leaks and monitor the settlement of the tank at each stage.
- Drain the tank, inspect bottom plate and clean internally for any deposits and touch up for any damaged coating inside the tank
- Conduct functional testing for all equipment (valves, piping) and instruments
- Energize and commission the cathodic protection system for tanks

4.2.18.6.7 Example: Potable Water Transmission Pipeline Commissioning Procedure

- Introduce potable water under controlled flow for cleaning and flushing
- Continue circulation until turbidity and solids at outlet are within acceptable limits
- Perform the hydrostatic pressure testing of pipeline
- Conduct disinfection of pipeline by chlorination followed by flushing to remove residual chlorine
- Conduct leak detection system functional simulation test
- Energize and commission the cathodic protection system for pipeline

4.2.18.6.8 Example: TSE Pipeline Commissioning Procedure

- Introduce tertiary treated sewage water under controlled flow for cleaning and flushing
- Continue circulation until turbidity and solids at outlet are within acceptable limits
- Perform the hydrostatic pressure testing of pipeline
- Conduct disinfection of pipeline by chlorination followed by flushing to remove residual chlorine
- Conduct leak detection system functional simulation test
- Energize and commission the cathodic protection system for pipeline & TSE reservoirs.

4.3 Standard

- 4.3.1 The CONSULTANT shall identify and submit to CLIENT a comprehensive list of all international standards, codes, and best-practice references relied upon in developing the Manuals, including (as a minimum) the standard title, issuing body, edition/version number, publication date, and the specific clauses/sections referenced.
- 4.3.2 If CLIENT requires review of, or access to, any such standards, the CONSULTANT shall, at no additional cost to CLIENT, provide either (i) the latest edition of the requested standard, or (ii) legally compliant access to the latest edition (including any required license/subscription or controlled access arrangement), as permitted by applicable copyright and licensing

requirements. Any fees, subscriptions, licenses, or administrative costs necessary to enable such access shall be borne by the CONSULTANT and shall not be charged to CLIENT.

- 4.3.3 The CONSULTANT shall ensure that all standards provided or made available to CLIENT are complete and current, and shall promptly notify CLIENT of any updates, revisions, or superseding editions issued during the Contract period that may affect the Manuals and shall reflect the agreed applicable edition(s) in the Manuals accordingly.
- 4.3.4 In addition, the CONSULTANT shall maintain a standards traceability matrix mapping each key requirement in the Manuals to the corresponding standard(s)/clause(s) and shall submit the matrix with each staged deliverable and update it through to final approval.
- 4.3.5 CLIENT reserves the right, at its sole discretion, to reject any staged or final deliverable that does not comply with the requirements of this Clause, including (without limitation) failure to: (i) provide the comprehensive list of applicable standards with the required metadata (issuing body, edition/version, publication date, and referenced clauses/sections), (ii) provide the latest edition of any requested standard or legally compliant access thereto at no additional cost to CLIENT, and/or (iii) submit and maintain an updated standards traceability matrix mapping the Manual requirements to the relevant standards and clauses.
- 4.3.6 Any deliveries rejected under this Clause shall be deemed not submitted for the purposes of review, acceptance, milestone achievement, or payment. The CONSULTANT shall, at no additional cost to CLIENT, promptly rectify the non-compliance and resubmit the deliverable in full compliance with this Clause within a timeframe instructed by the CLIENT Project Manager.
- 4.3.7 CLIENT's review of any deliverable, or any partial comments thereon, shall not be construed as a waiver of CLIENT's right to reject a non-compliant deliverable, nor shall it relieve the CONSULTANT of its obligations under this Clause.

4.4 Draft Quality Management, Revision Control, and Resubmission Requirements

4.3.8 Quality Management Approach

- The CONSULTANT shall implement a documented quality management approach for all draft deliverables to ensure accuracy, completeness, consistency, and alignment with CLIENT requirements and applicable international good practice.
- The CONSULTANT shall ensure that all drafts are subject to internal technical verification and quality review prior to submission to CLIENT.

4.3.9 Submission Plan and Quality Control Plan

- Within two (2) weeks from the Contract signing date, the CONSULTANT shall submit a **Draft Submission Plan** and a **Draft Quality Control (QC) Plan** for CLIENT review. The Draft Submission Plan and Draft QC Plan shall not be deemed valid nor relied upon by CLIENT unless and until formally approved by the CLIENT Project Manager.
- The Draft QC Plan shall, at a minimum, define internal review roles, checking methodology, document control workflow, naming conventions, formatting standards, and pre-submission validation checklists.

4.3.10 Staged Submissions and Stage-Gate Approval

- The Manuals shall be submitted at agreed stages (stage-gates), as confirmed by the CLIENT Project Manager.
- Each stage submission shall allow adequate time for CLIENT review and comment issuance. No stage shall be considered complete unless CLIENT has formally accepted the stage deliverable in writing.

4.3.11 Document Control, Versioning, and Traceability

- The CONSULTANT shall apply strict revision control to all deliverables. Each submission shall include:
 - A clear **document title, agreement type, revision number, issue date, and status** (e.g., Draft for Review / Draft for Approval / Final).
 - A **Revision History** table summarizing changes since the previous issue.
 - A **Change Log** describing key amendments (technical, legal, commercial) and their rationale.
- The CONSULTANT shall maintain a **Master Deliverable Register** indicating each document's latest status, revision, submission date, and approval status.

4.3.12 Comment Management and Response Requirements

- The CONSULTANT shall maintain a **Comment Resolution Log** for each deliverable/stage, capturing all CLIENT comments and their disposition.
- For each comment, the log shall include comment reference ID, clause/section reference, comment text, CONSULTANT response (Accepted/Partially Accepted/Rejected), justification, and implementation reference (where/how reflected in the revised draft).
- The CONSULTANT shall not close comments without demonstrating traceable implementation in the revised draft.

4.3.13 Markup and Redline Requirements

- Unless otherwise directed by CLIENT, all revised drafts shall be submitted in:
 - **Clean copy**, and
 - **Redline/track-changes copy** (showing all amendments against the previous revision).
- Where CLIENT provides templates, the CONSULTANT shall use CLIENT templates and formatting without deviation unless approved by the Project Manager.

4.3.14 Internal Review and Competency Requirements

- The CONSULTANT shall assign qualified personnel to perform, at minimum:
 - **Technical review** (engineering/commissioning subject matter verification),
 - **Commercial/contractual consistency review** (where relevant), and
 - **Editorial/formatting review** (clarity, terminology consistency, numbering, cross-references).
- The CONSULTANT shall ensure all cross-references, definitions, tables, appendices, forms, checklists, and certificates are consistent and correctly linked.

4.3.15 Resubmission Turnaround and Iteration Controls

- Following receipt of CLIENT comments, the CONSULTANT shall submit an updated revision within a timeframe agreed with the Project Manager (or, if not agreed, within a reasonable period commensurate with the volume/complexity of comments).

- If CLIENT identifies recurring quality defects (e.g., inconsistent requirements, unresolved comments, incorrect cross-references, formatting non-compliance), CLIENT may require an additional internal quality review cycle by the CONSULTANT prior to any further resubmission, at no additional cost.

4.3.16 Right to Reject Non-Compliant Submissions

- CLIENT reserves the right to reject any submission that is materially non-compliant with the approved Draft QC Plan, document control requirements, or submission instructions, including but not limited to:
 - Missing revision history/change log,
 - Absence of redline/track-changes copy,
 - Unaddressed comments without justification,
 - Inconsistent requirements across sections/appendices,
 - Incorrect or missing cross-references, or
 - Failure to follow CLIENT templates.
- Rejected submissions shall be corrected and resubmitted by the CONSULTANT promptly, at no additional cost.

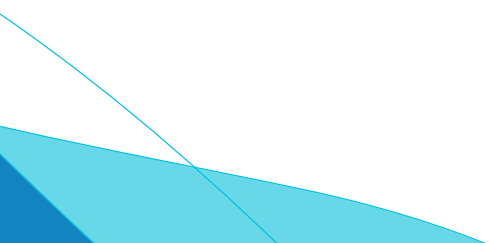
4.3.17 Finalization and Approval

- Deliverables shall be deemed final only upon formal written approval by the CLIENT Project Manager.
- The CONSULTANT shall deliver the final approved Manuals in fully editable formats (e.g., MS Word), including editable appendices, templates, forms, checklists, and certificates.

4.3.18 Minimum Quality Expectations

- CLIENT expects that each submission will be completed and internally consistent. Repeated submission of incomplete or poor-quality drafts may be treated as non-performance under the Contract and be subject to the rejection by the CLIENT.

5. DELIVERABLES, TIME FRAME, PRICE & PAYMENT TERMS



5.1. DELIVERABLES

With reference to Appendix-2,

- 5.1.1 All documents, submissions, and formal requests shall be submitted to the CLIENT Project Manager either via official email correspondence or through the CLIENT Enterprise Resource Planning (ERP) system. Where submissions are made through the CLIENT ERP system, including but not limited to Primavera or Microsoft Project platforms, the CONSULTANT shall obtain the necessary authorization and access rights prior to submitting any reports or deliverables.
- 5.1.2 The CONSULTANT shall prepare and submit Weekly and Monthly Reports in a timely and diligent manner in accordance with the requirements and contents defined in the Scope of Work. Weekly Reports shall be submitted to the CLIENT Project Manager no later than the end of Saturday following the relevant reporting week. Monthly Reports shall be submitted within three (3) calendar days following the end of each reporting month.
- 5.1.3 The CONSULTANT shall prepare and, where applicable, formally present presentations, briefing materials, and memoranda related to each key project milestone, in accordance with the CLIENT Project Manager's requirements and the approved Scope of Work.
- 5.1.4 Following a comprehensive review of the Agreements, with particular emphasis on the appendices related to testing and commissioning, the CONSULTANT shall submit a structured summary identifying any inconsistencies, gaps, or areas of disagreement between the contractual provisions and the CONSULTANT's proposed approach. The summary shall include clear recommendations for harmonizing and standardizing the testing and commissioning requirements across the projects, together with draft amendment(s) to the relevant Agreements reflecting the proposed standardized provisions.
- 5.1.5 The CONSULTANT shall submit the complete commissioning manuals to CLIENT for review and approval no later than two (2) months prior to the expiry of the Contract.
- 5.1.6 All submissions shall be provided in both PDF format and the original (native) editable file format. The structure and format of each submission shall be adjusted, as necessary, to comply with the specific requirements and standards applicable to each project type.
- 5.1.7 CLIENT reserves the right to request any additional documents, information, or supporting records at any time during the Contract period, as deemed necessary for project oversight, compliance, or operational requirements.

5.2. TIME FRAME

The CONSULTANT shall prepare and submit a detailed Project Timetable for review and approval by the Saudi Water Partnership Company (CLIENT). The timetable shall clearly define and sequence all phases, milestones, and deliverables of the Project. The CONSULTANT shall ensure that all Services and associated work are fully completed within a maximum period of eight (8) months from the Effective Date of the Contract, in accordance with the approved timetable.

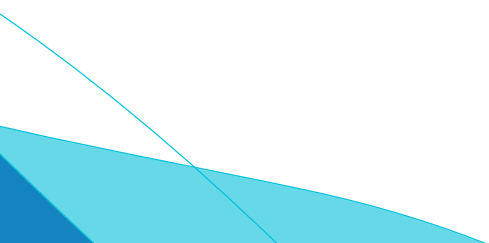
5.3. PRICE & PAYMENT TERMS

The CONSULTANT shall submit its price quotation on a unit-rate basis, inclusive of all costs and expenses, for each discipline in accordance with Appendix 5, The quoted rates shall be expressed on a unit basis for the full Contract. All prices shall be inclusive of Value Added Tax (VAT).

Notes:

- The payments to the CONSULTANT shall be made on a unit basis and shall be contingent upon the satisfactory submission of the deliverables, as specified in Appendix 2.
- Any failure by the CONSULTANT to submit reports requested by the CLIENT Project Manager in accordance with the specified deliverable requirements and timelines shall result in a deduction of SAR 10,000 for each instance of non-compliance.

6. SUBMISSION OF PROPOSALS



SUBMISSION OF PROPOSALS:

- The Bid shall be submitted with a covering letter duly signed by the authorized personnel.
- The Bidder must include their Company Profile separately along with a copy of Corporate Registration.
- A list of previous Projects handled in a similar discipline along with client references must be provided by the Bidder's in accordance with the forms in Appendix 1 for the firm and Appendix 3 for each team participant.
- The proposal must include the financial terms with breakdown of all the deliverables as given in Section 5.
- The proposals must be submitted as printed hardcopy of financial price quote (2no's) and technical proposal in soft copy of USB Stick (2no's) with a covering letter signed by the CONSULTANT in a sealed envelope (Refer to clause 2.3.6).

(Note: Ensure that all pages in both soft copy and hard copies should be signed by the Consultant)

- The last date for the submission of proposals is on or before 03:00 PM (Riyadh time) of 08/06/2026
- Bidder is requested to provide their proposal to perform the consultancy service.
- The proposals shall be attached to the portal:
- Section two (2), Instructions to Bidders' (ITB) should be followed for more information.

APPENDIX 1: PROJECTS REFERENCE

APPENDIX 1: PROJECTS REFERENCE

Sr.	Assignment Description	Clint	Completion Date	Completion Certificate
01				Attache Copy of the Certificate
02				
03				
04				
05				

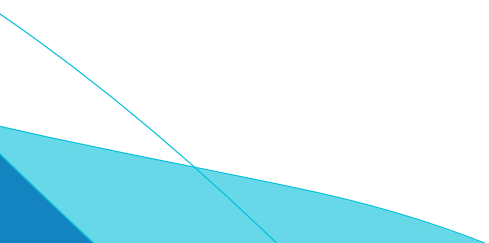
APPENDIX 2: DELIVERABLES

APPENDIX 2: DELIVERABLES

The required Deliverables with reference to the given Scope of Work are as follows:

- 5 Project Work Plan and Methodology
- 6 Project Quality Management Approach
- 7 Project Quality Control Plan
- 8 Intra-agreement inconsistencies report
- 9 Inter-agreement variations report
- 10 Revised Commissioning appendices
- 11 IWP Commissioning Manual
- 12 ISTP Commissioning Manual
- 13 ISWR Commissioning Manual
- 14 IWTP Commissioning Manual
- 15 TSE SF Commissioning Manual
- 16 Weekly Reports
- 17 Monthly Reports

APPENDIX 3: TEAM LEADER & TEAM MEMBERS REFERENCES

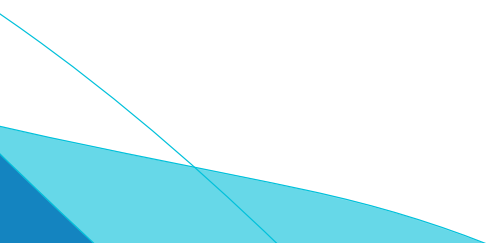


APPENDIX 3: TEAM LEADER & TEAM MEMBERS REFERENCES

The Applicant must demonstrate that their Project Team members experience details (through CV's) in the similar projects also includes the following requirements

1. Academic Qualifications of the Teams Proposed by the Consultant.
2. Total Experience of the Team leader in similar projects. Provide the list of Project and Contact Details along with an extent of time spent in KSA. (Minimum 15 Years of total experience and minimum of 5 years as Team leader in similar Projects).
3. Teams' members experience in IWP, ISTP, ISWR, IWTP Projects commissioning, in the Region & Internationally along with an extent of time spent by each team member in KSA. (Minimum of total 5 Years of total experience in similar Projects).
4. Back-office team members experience in IWP, ISTP, ISWR, IWTP Projects design, (*Minimum of total 10 Years of total experience in similar Projects*).

APPENDIX 4: LOCAL CONTENT REQUIREMENTS



APPENDIX 4: LOCAL CONTENT REQUIREMENTS

The Consultant must demonstrate the Local Content requirements that include office set up & registration in KSA.

The below give mandatory Information clarifies the local content requirements.

1. Office in KSA:

The Consultant must have an office in KSA or if not, shall specify the associate Partners in KSA. The Consultant must submit the required reference Documents

2. Small and Medium Enterprises (SMEs) Enablement

2.1 Definition and Classification

For the purposes of this RFP, Small and Medium Enterprises (SMEs) shall mean entities duly classified as small or medium enterprises in accordance with the official definition and classification issued by Monsha'at, with a valid classification certificate as of the Tender submission date.

2.2 Evaluation Preference (If Applicable)

For evaluation purposes only, SMEs may be granted a price preference of up to (10%) of the Financial Proposal value. Such preference shall be applied solely during the bid evaluation stage and shall not result in any adjustment to the Contract Price upon award, which shall be based on the actual price submitted by the Consultant.

2.3 SME Participation Requirement (If Applicable)

Where the Consultant is a main contractor, it shall allocate not less than (10%) of the total scope or Contract value to duly classified SMEs, in accordance with an SME participation plan to be submitted for approval prior to commencement of the Works. Failure to comply with this requirement shall constitute contractual non-compliance.

2.4 Securities and Payment Facilitation

SWPC may, at its sole discretion, grant procedural facilitation to SMEs, including reduction of bid or performance securities and/or expedited payment processing, provided that such facilitation shall not be construed as a contractual entitlement nor relieve the SME from full compliance with the Contract obligations and performance requirements.

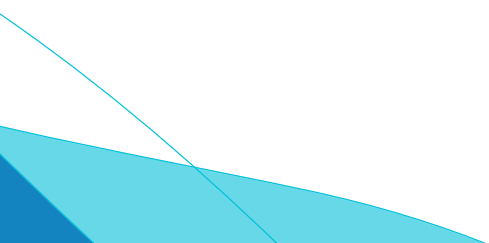
2.5 Verification and Compliance

SWPC reserves the right, at any time, to verify the validity of the SME classification. In the event that the Tenderer is found to have provided inaccurate or misleading information regarding its SME status, the Employer shall be entitled to disqualify the Tender or terminate the Contract without any liability.

2.6 No Waiver of Obligations

Any preference or facilitation granted under this Clause shall not be deemed a waiver of compliance with the technical specifications, performance standards, milestones, or any other obligations stipulated under the Contract.

APPENDIX 5: Payment Breakdown



APPENDIX 5: Payment Breakdown

The dues shall be paid in accordance with the percentages set out in the following table, based on the total contract value.

Sr.	Item	Payment Percentage	Note
1	<ul style="list-style-type: none"> Project Work Plan and Methodology Project Quality Management Approach Project Quality Control Plan 	5 %	After official Approval by the CLIENT Project Manager
2	<ul style="list-style-type: none"> Intra-agreement inconsistencies report Inter-agreement variations report 	10 %	
3	<ul style="list-style-type: none"> Revised Commissioning appendices 	10 %	
4	<ul style="list-style-type: none"> IWP Commissioning Manual 	15 %	
5	<ul style="list-style-type: none"> ISTP Commissioning Manual 	15 %	
6	<ul style="list-style-type: none"> ISWR Commissioning Manual 	15 %	
7	<ul style="list-style-type: none"> IWTP Commissioning Manual 	15 %	
8	<ul style="list-style-type: none"> TSE SF Commissioning Manual 	15 %	

“Draft Of contract”

<p>Contract of*****</p> <p>This Contract is made and entered into on the ***/144*H, corresponding to the ***/202*G, in Riyadh, Saudi Arabia between the following parties:</p>	<p style="text-align: right;">عقد*****</p> <p>تم الاتفاق على هذا العقد بتاريخ **/144* هـ الموافق **/202* م، في مدينة الرياض، المملكة العربية السعودية بين الأطراف التالية:</p>
<p>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 4119) Unit -Rahmaniyah, Post code(12341 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 *****Second party: , organized and existing *****It is under the laws of the Kingdom of Saudi Arabia with commercial registration number , and its *****) dated ***** (main office address is at: Short Address No.) *****), Saudi Arabia (***** (District, Riyadh, secondary No. *****), Telephone No: *****) Postal Code (**** (as an the ***** , represented by: ***** , hereinafter referred to as the ***** “Second Party”, “CONTRACTOR”, “advisor” or “Service provider”. The First Party and Second Party are .collectively referred to as the “Parties”</p>	<p>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 ٤/٥/١٤٤١ هـ ، وعنوان مكتبها الرئيسي: العنوان المختصر (RGRB7586)، طريق الملك فهد، الرقم الفرعي (٤١١٩) حي الرحمانية، الرمز البريدي (١٢٣٤١-٤١١٩) وحدة رقم (١٨)، الرياض، برج القمر، المملكة العربية السعودية، هاتف رقم /٠٠٩٦٦١١٢٨٠٨٩١٨ ويمثلها: الرئيس التنفيذي السيد خالد القرشي، ويُشار إليها فيما يلي بـ "الطرف الأول" أو "الشركة". و الطرف الثاني:***** وهي ***** قائمة وفقاً لأنظمة المملكة العربية السعودية بموجب السجل التجاري رقم (*****) وتاريخ *****، وعنوان مكتبها الرئيسي في: ***** ***** ويمثلها: ***** بصفته ***** ويشار إليها فيما بعد بـ "الطرف الثاني" أو "مقدم الخدمة" أو "المتعاقد" أو "استشاري". كما يشار إلى الطرف الأول والطرف الثاني مجتمعين بـ "الأطراف" أو "الطرفين" أو "الطرفان".</p>
<p>Preamble: whereas the second party is NO.(*****) ***** license by *****holding Dated On ***/**/***** AH, to practice the ***** , and</p>	<p>التصديق حيث أن الطرف الثاني يحمل ترخيص صادر من ***** رقم (*****) وتاريخ **/144* هـ، لمزاولة مهنة ***** ، ولديه الخبرة والمعرفة والخلفية في تقديم</p>

<p>have experience, knowledge, and background in In providing *****, and where the first party expressed its desire to benefit from those services for ***** the Parties with mutual consent and Acceptance which they are in full capacity according to sharia and law have agreed to the following:</p>	<p>خدمات *****، وحيث أبدى الطرف الأول رغبته في الاستفادة من تلك الخدمات للقيام بتقديم خدمات *****، وعليه تم الاتفاق بالرضى والقبول المتبادل بين الطرفين وهما بكامل الأهلية المعتبرة شرعاً ونظماً على ما يلي:</p>
<p>Article 1: Introduction Inclusion The above preamble shall be deemed as an integral part hereof.</p>	<p>المادة الأولى: شمولية المقدمة تعتبر المقدمة أعلاه جزء لا يتجزأ من هذا العقد.</p>
<p>Article 2: Scope of Work The scope of work is as per RFP ISSUED ON **/**/2024</p>	<p>المادة الثانية: نطاق العمل يعتبر نطاق العمل وفقاً لما جاء وثيقة طلب العروض</p>
<p>Article 3: Location of Work Riyadh, or any city in the Kingdom of Saudi Arabia according to the business need.</p>	<p>المادة الثالثة: موقع العمل في مدينة الرياض وأي مدينة أخرى بالمملكة العربية السعودية حسب حاجة العمل.</p>
<p>Article 4: Contract Price The Price of this contract is (*****) ***** Saudi riyals inclusive of all fees, expenses, VAT, and any other taxes payable by the Second Party to implement this Contract.</p>	<p>المادة الرابعة: مبلغ العقد إجمالي مبلغ هذا العقد هو (*****) ريال سعودي شاملة كافة المصاريف والرسوم والأتعاب والنفقات والضرائب المستحقة نظاماً على الطرف الثاني من أجل تنفيذ هذا العقد</p>
<p>Article 5: Payment Terms 1- Invoices are paid after deductions, if any, by the first party based completion and submission of each study or task from the contract by the second party and after sending the invoice for approval and payment within (30) days, provided that the first party approves it. 2- The payment to the second party to be through: Bank: Al *** Account Number: ***** I</p>	<p>المادة الخامسة: شروط السداد 1- يتم سداد الفواتير بعد الخصومات إن وجدت من قبل الطرف الأول بعد تقديم كل دراسة أو مخرج من العقد من قبل الطرف الثاني وبعد يومًا وشريطة موافقة الطرف) ٣٠ (إرسال الفاتورة للاعتماد والدفع خلال الأول عليها. 2- يتم تسديد مبلغ العقد للطرف الثاني عبر التحويل البنكي إلى: **** اسم البنك: ***** رقم الحساب:</p>
<p>Article 6: Contract Period and Termination 1- The duration of the contract is (12) twelve months starting from the date of **/**/202*, 2- The First Party alone, may at any time terminate this Contract by giving</p>	<p>المادة السادسة: مدة العقد والإنهاء 1- مدة العقد هي (***) شهرًا تبدأ من تاريخ **/**/٢٠٢٠ م. 2- 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</p>

<p>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>الثاني، ويتم دفع قيمة الأعمال التي تم تقديمها من الطرف الثاني حتى تاريخ الانتهاء.</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: Second Party's Legal documents. -١ The Company's General Terms and Conditions. -٢ Request for proposals dated on -٣ **/**/202*. Second Party Technical and financial -٤ on **/**/202* proposal dated</p> <p>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 للطرف الأول بتاريخ **/**/٢٠٢*. ٤- عرض الطرف الثاني بتاريخ **/**/٢٠٢* م.</p> <p>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 the Second Party is late for completing If -١ the work and delivering it in full on the specified dates agreed upon between the two parties 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 .a each day of delay in the first 15 days (1-15 days). Half the average daily cost for each day of .b delay of the fifteen days following the above period (16-30 days). Full daily average cost for each day of .c delay after 30 day (30 days). The sum of the fine shall not exceed 20% -٢ of the value of the contract.</p>	<p>المادة الثامنة: العقوبات ١. إذا تأخر الطرف الثاني عن إتمام العمل وتسليمه كاملاً في المواعيد المحددة المتفق فيها بين الطرفين 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 (١٥-١ يوم). ب- نصف متوسط التكلفة اليومية عن كل يوم تأخير من مدة الخمسة عشر يوماً التالية للمدة أعلاه (١٦-٣٠ يوم). ج- كامل متوسط التكلفة اليومية عن كل يوم تأخير بعد مدة الثلاثين يوماً (بعد ٣٠ يوم). 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 المنبذة في المملكة العربية السعودية.</p>
<p>Article 11: Copies and Signatures The Parties have signed this bilingual Contract on */*/202* G, 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 وتم التوقيع عليهما من قبل الأطراف يوم الأحد الموافق */*/٢٠٢٠ م، في مدينة الرياض. وفي حال التعارض بين اللغتين فإن اللغة العربية هي التي يُعتد بها، وقد استلم كل طرف نسخة أصلية موقعة عن هذا العقد للعمل بموجبها.</p>
<p>First Party Signature: Name: Khaled AlQureshi Chief Executive Officer Title: Date: Second Party Signature: Name: Title: ***** Date:</p>	<p>الطرف الأول التوقيع: الاسم: خالد القريشي صفته: الرئيس التنفيذي التاريخ: الطرف الثاني التوقيع: الاسم: ***** صفته: ***** التاريخ:</p>

General Terms & Conditions

1. DEFINITIONS

- 1.1 "CONTRACTOR" means the professional entity, and/or any of its SUBCONTRACTORS, providing the services.
- 1.2 "CONTRACTOR REPRESENTATIVE" means a party of parties authorized by the CONTRACTOR to act on behalf of the CONTRACTOR with whom COMPANY may consult at all reasonable times and whose instructions, requests and decisions shall be binding on the CONTRACTOR 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 "COMPANY" means Saudi Water Partnership Company S.M.L.L.C.
- 1.7 "COMPANY REPRESENTATIVE" means a party or parties authorized by the COMPANY to act on behalf of the COMPANY to coordinate the CONTRACT activities and may consult at all reasonable times, and whose instructions, requests and decisions shall be binding on the CONTRACTOR as to all matters pertaining to the CONTRACT.
- 1.8 "CONTRACT" means *****_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 CONTRACTOR to the COMPANY 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 CONTRACTOR pursuant to this CONTRACT.
- 1.14 "SERVICES SITE" means all locations at which the CONTRACTOR performs any portion of the SERVICES.
- 1.15 "SUBCONTRACT" means any subcontract entered into between the CONTRACTOR 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 CONTRACTOR,
 - (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 CONTRACTOR gains access, or of which the CONTRACTOR 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 CONTRACTOR from a third party without breach by that third party of any obligation of confidence concerning that information.
- 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:

- (j) any techniques, methods, programs, source code, object code, software, materials, photographs, documents, or manuals of the COMPANY used in its business.
- (k) any information relating to the shareholders, employees, affiliates, business affairs, accounts, procurement plans, prospects, research, management, or finances of the COMPANY.
- (l) any databases, specifications, drawings, records, reports, software, or any source of information obtained and paid for by the COMPANY.
- (m) the terms and contents of this CONTRACT.
- (n) all information and documents designated or marked as "confidential" or "proprietary" and disclosed by or on behalf of the COMPANY to the CONTRACTOR,
- (o) any information regarding the Project or any other projects being considered, prepared, or procured by the COMPANY; and
- (p) any other documents, material, and information whether in writing or otherwise concerning the COMPANY to which the CONTRACTOR gains access, or of which the COMPANY becomes aware of or learns whether before, during or after this CONTRACT with the COMPANY,

but does not include information that:

- (q) 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.
- (r) is obtained by the CONTRACTOR from a third party without breach by that third party of any obligation of confidence concerning that information.

2.0 GENERAL OBLIGATIONS OF CONTRACTOR

The CONTRACTOR 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 the labour 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 CONTRACTOR's name, and which are necessary for the performance of the SERVICES.
- 2.5 Appoint one or more CONTRACTOR REPRESENTATIVE(s) for the duration of the CONTRACT.
- 2.6 Provide catering, accommodation, and transportation for all the CONTRACTOR's personnel.
- 2.7 Perform all other obligations required by the terms and conditions of the CONTRACT.

3.0 CONTRACTOR'S PERSONNEL

- 3.1 The CONTRACTOR 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 CONTRACTOR shall submit to the COMPANY, for the COMPANY's approval, a list of curricula vitae of the key personnel selected to perform the SERVICES. The CONTRACTOR's personnel

- approved by the COMPANY shall not be removed, reassigned, or replaced by the CONTRACTOR for any reason without the COMPANY'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 CONTRACTOR shall give priority to qualified KINGDOM Nationals.
- 3.3 The CONTRACTOR 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 CONTRACTOR's expatriate personnel by the KINGDOM shall not relieve the CONTRACTOR of its obligation to perform the SERVICES. The CONTRACTOR's expatriate personnel shall obtain the required passports, visas, and permits necessary to gain entrance into, and exit from, the KINGDOM.
- 3.4 The CONTRACTOR shall not during the SERVICES, offer employment to any KINGDOM National who is at such time an employee of the COMPANY, without COMPANY's prior written consent.
- 3.5 When working in the KINGDOM, all of the CONTRACTOR'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 CONTRACTOR shall provide to the COMPANY upon the COMPANY's request copies of these licenses or certificates.
- 3.6 The CONTRACTOR or CONTRACTOR'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 COMPANY.
- 3.7 While working in the COMPANY's offices, or on the designated site, the CONTRACTOR's personnel shall comply with all applicable work rules, health and safety rules and instructions issued by the COMPANY or the owner of the property for its own employees.
- 3.8 The CONTRACTOR agrees to defend, indemnify, and hold the COMPANY harmless from any expense, loss, damage, fine or penalty incurred by, assessed against, or demanded from the COMPANY as a result of CONTRACTOR's failure to fulfil the obligations set forth in this Paragraph 3.
- 3.9 All of the CONTRACTOR'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 CONTRACTOR shall immediately inform the COMPANY 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 CONTRACTOR specifically acknowledges its responsibility to its personnel pursuant to the Labour Law of the KINGDOM and of its country.
- 3.11 Upon the COMPANY's written request based on objective reasons, the CONTRACTOR shall at its own expense, remove from employment in the SERVICES any CONTRACTOR personnel determined unsuitable by the COMPANY, acting reasonably, and promptly replace them with personnel acceptable to the COMPANY.
- 3.12 All the CONTRACTOR'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 COMPANY

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

5.0 CONTRACTOR SAFETY AND LOSS PREVENTION REQUIREMENTS

- 5.1 The CONTRACTOR 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 CONTRACTOR shall take, or cause to be taken, any additional measures which the COMPANY REPRESENTATIVE may direct to protect against injury to, death of, any person, or damage to, or loss of, any property during the CONTRACTOR's performance of the SERVICES.
- 5.2 If the working environment so requires, the CONTRACTOR shall provide and enforce the use of necessary personnel protective and safety equipment.

6.0 GENERAL OBLIGATION OF COMPANY

- In accordance with the CONTRACT, the COMPANY shall:
- 6.1 Perform all of COMPANY'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 COMPANY's name, and which are necessary for the performance of the SERVICES; and
- 6.3 Appoint one or more COMPANY REPRESENTATIVE(s).

7.0 TITLE TO DOCUMENTATION

- 7.1 All relevant documents furnished to the CONTRACTOR are, and shall continue to be, the property of the COMPANY. Neither the CONTRACTOR 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 COMPANY, shall promptly be returned to the COMPANY upon expiration or termination of the CONTRACT.
- 7.2 All SERVICES developed by the CONTRACTOR under the CONTRACT, whether completed or not, upon payment of the relevant payment milestone by the COMPANY, shall become the property of the COMPANY. Upon settling the payment of the relevant milestone, the COMPANY shall have the unlimited and unrestricted right to use and possess such for whatever purpose.
- 7.3 Neither the CONTRACTOR nor any of its SUBCONTRACTORS, their personnel or agents, shall divulge to anyone other than persons designated by the COMPANY any information supplied by the COMPANY 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 CONTRACTOR by a third party without restriction as to its use or was within the CONTRACTOR's possession at the time of disclosure by the COMPANY.
- 7.4 The CONTRACTOR warrants that any SERVICES rendered by the CONTRACTOR for or under the CONTRACT shall not infringe any valid copyright owned or controlled by any other party. As regards such, the CONTRACTOR shall indemnify and hold the COMPANY 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 CONTRACTOR covenants and undertakes:
- (a) to keep confidential all CONFIDENTIAL INFORMATION.
- (b) not to disclose any CONFIDENTIAL INFORMATION to any person other than the CONTRACTOR'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 CONTRACTOR discloses any CONFIDENTIAL INFORMATION to the CONTRACTOR's Personnel in accordance with Clause 7.5.1(b), the CONTRACTOR shall

in advance of such disclosure first make any such CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR must ensure that the CONTRACTOR's Personnel do not do, or omit to do, anything which, if done by the CONTRACTOR, would breach this clause 7.5. Notwithstanding anything to the contrary in this CONTRACT, the CONTRACTOR is, and remains, liable for any breaches of confidentiality by the CONTRACTOR's Personnel.

7.5.4 The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall promptly notify the COMPANY in writing if any instruction or revision to the SERVICES affects CONTRACTOR'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 CONTRACTOR in accordance with the obligations under this Paragraph 8.1 the CONTRACTOR shall perform remedial SERVICES at the COMPANY's direction and at the CONTRACTOR'S own expenses necessary to correct the deficiency of the SERVICES. Should the CONTRACTOR fail or refuse to perform such corrective SERVICES, the COMPANY, at its option, may perform itself, or through others, some or the entire corrective work and charge the cost thereof to the CONTRACTOR. Neither the COMPANY's failure to discover defective work, approval of such work or any portion thereof, nor payment to CONTRACTOR shall excuse CONTRACTOR from its obligations under this warranty.

9.0 RISKS DISTRIBUTION BETWEEN COMPANY AND CONTRACTOR

- 9.1 The CONTRACTOR shall be responsible for and shall release and hold harmless the COMPANY and the personnel or agents of the COMPANY, from liability resulting from loss of, or damage to, the CONTRACTOR'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 CONTRACTOR shall compensate the COMPANY for loss of, or damage to, the COMPANY's or any third party's property, which results from the negligence or wilful misconduct of the CONTRACTOR or its SUBCONTRACTOR in the performance of the SERVICES.
- 9.3 The CONTRACTOR shall indemnify and hold harmless the COMPANY 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 CONTRACTOR'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 CONTRACTOR, the SUBCONTRACTORS of the employees or agents of any of them.
- 9.4 The CONTRACTOR shall indemnify and hold harmless the COMPANY from any and all claims, losses, expenses, and damages arising from, or related to, any criminal misappropriations or misapplication by any of the CONTRACTOR'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 CONTRACTOR, its agents and SUBCONTRACTOR's shall not be liable to COMPANY nor shall the COMPANY be liable to the CONTRACTOR, 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 CONTRACTOR liability shall be equal to the total fee payable.

10.0 SUSPENSION OF SERVICES

- 10.1 The COMPANY may at any time suspend performance of the SERVICES, or any part thereof, by giving the CONTRACTOR fourteen (14) days' prior written notice specifying the SERVICES to be suspended and the effective date of such suspension. The CONTRACTOR shall cease all activities on suspended SERVICES on the effective date of suspension but shall continue to prosecute any unsuspended SERVICES. The CONTRACTOR shall take all actions necessary to maintain and safeguard the suspended SERVICES. The COMPANY 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 COMPANY may, at any time, direct the CONTRACTOR to proceed with all or any part of the suspended SERVICES by giving fourteen (14) days' written notice to the CONTRACTOR specifying the part of SERVICES to be resumed and the effective date of the resumption. Suspended SERVICES shall be promptly resumed by the CONTRACTOR 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 CONTRACTOR may serve notice on SWPC to remedy such payment default. If the relevant payment default has not been remedied within thirty (30) days, the CONTRACTOR shall have the right to suspend the performance of the WORKS.

11.0 TERMINATION AT THE COMPANY'S CONVENIENCE

- 11.1 The COMPANY may at any time, and at its sole discretion, terminate the CONTRACT or any part of the SERVICES by giving written notice to the CONTRACTOR specifying the SERVICES or portion thereof to be terminated and the effective date of termination.
- 11.2 The COMPANY may at any time, and at its sole discretion, direct the CONTRACTOR to terminate any SUBCONTRACT or any part of the SERVICES performed by any such SUBCONTRACTOR by giving

written notice to the CONTRACTOR specifying the SUBCONTRACTOR or the SUBCONTRACTOR'S SERVICES to be terminated and the effective date of termination.

- 11.2 Should the COMPANY 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 CONTRACTOR shall, or shall direct any SUBCONTRACTOR to, stop performance of the SERVICES involved on the effective date of termination.
- 11.3 The CONTRACTOR shall submit, or the CONTRACTOR 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 CONTRACTOR's invoice and all supporting documents, the COMPANY shall, in full and final settlement of its obligations hereunder, pay the CONTRACTOR 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 COMPANY FOR CAUSE

- 12.1 Should the CONTRACTOR commit a material breach of the CONTRACT or the GENERAL TERMS AND CONDITIONS, including, for sake of clarity, any material delay, the COMPANY may demand in writing full corrective action. If within thirty (30) days thereafter the CONTRACTOR fails to remedy the breach, the COMPANY 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 CONTRACTOR to terminate any SUBCONTRACT, any portion of the SERVICES or any portion of the SERVICES performed under any SUBCONTRACT by giving the CONTRACTOR notice to that effect. Should the CONTRACTOR commit an act of bankruptcy or seek legal or equitable relief for reasons of insolvency, or become unable to meet its financial obligations, the COMPANY 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 CONTRACTOR notice to that effect. Any termination pursuant to this Paragraph 12.1 shall be effective on the date specified in the COMPANY's notice.
- 12.2 On the day on which the notice of termination under Paragraph 12.1 above becomes effective, the CONTRACTOR shall, or the CONTRACTOR shall direct its SUBCONTRACTOR to, stop performance of the terminated SERVICES. The COMPANY 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 CONTRACTOR under this CONTRACT or any other agreement between the parties until the damages to the COMPANY resulting from CONTRACTOR's breach of CONTRACT, including the COMPANY's reasonable and verifiable costs of completing the terminated SERVICES have been determined. If the cost to the COMPANY to complete the terminated SERVICES is greater than the compensation the COMPANY would have paid the CONTRACTOR for completing such SERVICES pursuant to the CONTRACT, then the COMPANY shall deduct the difference from the retained amounts. If the difference exceeds the retained amounts, the CONTRACTOR shall pay the COMPANY that difference.
- 12.3 In case if the CONTRACTOR has attempted - by himself or through others, directly or indirectly - to bribe one of the company's or CLINET 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 CONTRACTOR under this CONTRACT or any other agreement between the parties until the damages to the CLIENT resulting from CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR shall pay the CLIENT that difference.

13.0 CONTRACTOR 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 COMPANY so requests, the CONTRACTOR shall immediately make every reasonable effort to procure cancellation of some or all existing agreements or other obligations entered in to by the CONTRACTOR with its SUBCONTRACTORS, suppliers or others upon terms satisfactory to the COMPANY. Alternatively, the COMPANY may direct the CONTRACTOR to execute and deliver to the COMPANY all documents related thereto required by the COMPANY and take all steps necessary to fully vest in the COMPANY the rights and benefits of the CONTRACTOR under existing agreements or other obligations with its SUBCONTRACTORS, suppliers, and others. In addition, the CONTRACTOR 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 COMPANY and the CONTRACTOR resulting from such suspension or termination.

14.0 CHANGE ORDERS REQUESTED BY COMPANY

- 14.1 The COMPANY may at any time, by written notice to the CONTRACTOR, 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 CONTRACTOR shall reasonably review and consider such requested CHANGE and shall make a written response thereto within fourteen (14) days after receiving such request. The COMPANY may also include the expected effect on CONTRACTOR's cost, schedule, warranty obligations and other provisions hereof resulting from the requested CHANGE (particularly in case of reduction).
- 14.2 If CONTRACTOR believes that giving effect to any CHANGE requested by COMPANY 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 CONTRACTOR deems necessary as a result of the requested CHANGE and its justification thereof.
- 14.3 In the event that the CONTRACTOR fails to respond to the COMPANY's request for a CHANGE (as requested under Paragraph 14.1) or notify COMPANY 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 COMPANY's request for such CHANGE, the CONTRACTOR shall be deemed to have accepted the requested CHANGE (including such amendments to the CONTRACT, if any) as specified by the COMPANY (including such amendments to the CONTRACT, if any, as specified therein) unconditionally and without additional consideration or other amendments hereto (except as specified by COMPANY in its request). In which event such requested CHANGE shall be deemed to be a CHANGE ORDER and the CONTRACTOR shall have waived any claims or offsets against the COMPANY 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 CONTRACTOR submits a notice to the COMPANY 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 CONTRACTOR provides such information as to the effect on costs, schedule, and warranty obligations and other provisions hereof by the date specified by the CONTRACTOR.
- 14.5 If the CONTRACTOR accepts the CHANGES requested by the COMPANY (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 CONTRACTOR

- 15.1 The CONTRACTOR may at any time, by written notice to the COMPANY, request a CHANGE in the SERVICES (together with any necessary or requested amendments to the CONTRACT with respect thereto). The COMPANY 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 CONTRACTOR 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 COMPANY of such in its request for CHANGE.
- 15.3 If the COMPANY accepts the CHANGES requested by the CONTRACTOR (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 COMPANY and the CONTRACTOR, during the CONTRACTOR's performance of the SERVICES, the CONTRACTOR shall, unless the COMPANY directs otherwise, continue to perform the SERVICES and any additional SERVICES, which the COMPANY may direct the CONTRACTOR to perform.
- 17.2 It shall be the CONTRACTOR's responsibility to inform the COMPANY within fourteen (14) days following its occurrence or discovery, of any item or event, which the CONTRACTOR 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 CONTRACTOR's satisfaction, the CONTRACTOR shall within fourteen (14) days deliver a written notice of claim to the COMPANY with a copy thereof being sent to:

The Chief Executive Officer
 Saudi Water Partnership Company S.M.L.L.C
 P.O. Box 300091
 Riyadh 11372
 Kingdom of Saudi Arabia
 Telephone: +966-11-2808910
 Telefax: +966-11-2808929

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

- 17.3 Should the CONTRACTOR and the COMPANY be unable to agree upon a settlement of any claim, the COMPANY will advise the CONTRACTOR in writing of its determination.
- 17.4 If the CONTRACTOR rejects the COMPANY's written determination in regard to any CONTRACTOR claim.

18.0 TAX CERTIFICATES

18.1 CONTRACTOR hereby agrees to present to COMPANY 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 CONTRACTOR income tax obligations have been paid by CONTRACTOR throughout the previous year or period. Notwithstanding anything contained elsewhere in this Contract to the contrary, CONTRACTOR agrees that any amount due under this Contract shall be payable only after such certificates, however, CONTRACTOR shall continue to perform diligently and to fulfil all obligations under the Contract. COMPANY shall also withhold payment of CONTRACTOR last invoice submitted during each Gregorian year or applicable fiscal period and of CONTRACTOR's final invoice under this Contract until CONTRACTOR has presented to COMPANY final certificates from the Directorate of Zakat and Income Tax which confirm that all applicable Zakat and income tax obligations have been paid by CONTRACTOR 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 because of the FORCE MAJEURE EVENT, the COMPANY 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 because 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 CONTRACTOR shall have no obligations to the COMPANY, nor shall the COMPANY have any obligation to the CONTRACTOR 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 CONTRACTOR shall not, without the prior written consent of the COMPANY (which shall not be unreasonably withheld), subcontract or delegate any of the SERVICES to any parties, other than those listed as SUBCONTRACTORS to the CONTRACTOR as contained in the PROPOSAL.

20.2 Other than those SUBCONTRACTORS listed in the PROPOSAL, the CONTRACTOR shall procure the performance of any portion of the SERVICES by any additional SUBCONTRACTORS only after the CONTRACTOR has received written authorization from the COMPANY to subcontract that portion of the SERVICES. If not already included within the PROPOSAL, the CONTRACTOR shall promptly submit to the COMPANY REPRESENTATIVE, for the COMPANY's approval, the CONTRACTOR's subcontracting plan. This subcontracting plan shall specifically identify those portions of the SERVICES which CONTRACTOR proposes to subcontract. In procuring such SUBCONTRACTORS, the CONTRACTOR shall only select such SUBCONTRACTORS who are fully qualified to perform said portion of the SERVICES.

20.3 After receiving COMPANY's written authorization that a portion of the SERVICES may be subcontracted, the CONTRACTOR shall, before procuring any SUBCONTRACT, submit a notification to COMPANY 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 COMPANY of the proposed SUBCONTRACTOR's qualification to perform the SERVICES to be subcontracted.

20.4 The COMPANY shall, in timely manner:

20.3.1 review the information; and

20.3.2 provided that the proposed SUBCONTRACTOR is, in the COMPANY's opinion, both professionally competent and financially able to perform the SERVICES to be subcontracted, advise the CONTRACTOR in writing of non-objection to the proposed SUBCONTRACTOR.

20.5 If the COMPANY objects to the proposed SUBCONTRACTOR, the CONTRACTOR shall either itself accomplish the SERVICES which would have been performed by the proposed SUBCONTRACTOR or shall select another SUBCONTRACTOR to which the COMPANY has no objection.

20.6 In the event of any material breach of the CONTRACT by the CONTRACTOR and without regard as to whether the COMPANY terminates the CONTRACT or portion of the SERVICES pursuant to Paragraph 12, the CONTRACTOR shall, if the COMPANY requests, assign to the COMPANY all of its rights under all SUBCONTRACTS entered into by the CONTRACTOR, and the COMPANY may, to the extent permitted by applicable law and after prior written notice to the CONTRACTOR, enforce directly against any such SUBCONTRACTOR all rights of the CONTRACTOR under such SUBCONTRACT. All SUBCONTRACTS entered into by the CONTRACTOR shall contain a provision whereby the SUBCONTRACTOR agrees and consents to such assignment by the CONTRACTOR to the COMPANY.

20.7 In the event of any material breach of the CONTRACT by the SUBCONTRACTOR, subject to the provisions of Paragraph 12, the CONTRACTOR shall, if the COMPANY 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 COMPANY pursuant to this Paragraph 20.6, the CONTRACTOR shall not be entitled to any amendment to the amount of any payment milestone, as set out in Article 5.

20.8 The CONTRACTOR shall include in every SUBCONTRACT under this CONTRACT, a provision prohibiting any further subcontracting of any portion of the SERVICES by the SUBCONTRACTOR.

20.9 The CONTRACTOR shall be fully responsible to the COMPANY for the acts and omissions of all SUBCONTRACTORS and their personnel. Nothing in the CONTRACT shall create any contractual relation between the COMPANY and any SUBCONTRACTOR unless the COMPANY elects to exercise its rights under Paragraph 20.5. The COMPANY's approval to subcontract any portion of the SERVICES and the COMPANY's non-objection to CONTRACTOR's SUBCONTRACTOR selection shall not relieve CONTRACTOR 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 CONTRACTOR shall be deemed to include any or the same by a SUBCONTRACTOR.

21.0 PUBLICITY RELEASES

Should the CONTRACTOR or any SUBCONTRACTORS desire to publish or release any publicity or public relations materials of any kind concerning or relating to the CONTRACT, the CONTRACTOR shall first submit such materials to the COMPANY for review. The CONTRACTOR shall not publish or release and shall ensure that SUBCONTRACTORS do not publish or release, any such material without the COMPANY'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 In Arabic and English, In the event of any contradiction between the two languages the Arabic shall prevail.

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

The Chief Executive Officer
Saudi Water Partnership Company S.M.L.L.C
P.O. Box 300091
Riyadh 11372
Kingdom of Saudi Arabia
Telephone: +966-11-2808910
Telefax: +966-11-2808929

CONTRACTOR

Managed Services, Party from time to time may change its address, facsimile number, or other information for the purpose of notices to such Party by giving notice specifying such change to other Party at least Five (5) days in advance.

25. 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 centres 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.

