# RFP

# Building the Operating Model for Stakeholder and Customer Relationship Management

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| Building the Operating Model for Stakeholder and Customer Relationship Management | Tender Name |
| RFQ-003271 | Tender Number |
| 29/10/2026 | Tender Closing Date |
| Bids shall be submitted through the SERB platform by [closing date and time, Saudi Arabia time]. The Technical Proposal and Financial Proposal shall be submitted as separate electronic files in the designated submission areas in accordance with the platform instructions. Pricing shall not appear in the Technical Proposal.<br><br>(User Guide to Registration)<br>(User Guide to submit proposals) | Submission |
| Send enquiries to Procurement@SHARAKAT.com.sa.<br>Enquiry deadline: [complete].<br>Bid validity: [complete] calendar days from the submission deadline.<br>Formal clarifications or amendments shall be issued through the approved procurement communication channel to all participating bidders as applicable. | Communication |

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## 1. Introduction

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

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

The role for includes the following:

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

The company's responsibilities include tendering and overseeing projects for water desalination and purification, wastewater treatment, and co-generation. Its remit also covers the development of water-storage facilities, dams for drinking-water supply, and water-transmission networks, as well as the purchase and sale of water and electricity and the procurement of fuel required for its operations.

## 2. Scope of Works

**Project:** Building the Operating Model for Stakeholder and Customer Relationship Management

**Objective:** SHARAKAT seeks to develop an integrated operating model for stakeholder and customer relationship management. The model shall define the mandate, organizational arrangements, roles, decision rights, processes and communication mechanisms required to coordinate with internal departments and external stakeholders. It should establish practical arrangements for managing enquiries and requirements, resolving issues, escalating delays and measuring performance and stakeholder satisfaction. The intended outcomes are to enhance the efficiency and effectiveness of SHARAKAT's performance with internal departments and relevant external stakeholders from the government and private sectors, by identifying and addressing challenges in a smooth and effective manner. This contributes to creating an attractive environment for developers and building sustainable relationships with external stakeholders. This enhances communication, lead for timely project requirements improvement and reduced costs associated with avoidable delays within SHARAKAT's sphere of influence.

### 2.1 Stakeholder coverage and organizational boundaries

For this assignment, customers and stakeholders comprise the government entities, developers and investors, project companies and beneficiary or off taking entities that interact with SHARAKAT in relation to its projects. The assignment shall assess relevant interactions during project planning, procurement, development and delivery, and operations. The approved stakeholder register shall identify each category, relationship owner, principal requirements and engagement arrangements.

The Consultant shall review the existing organizational structure and delegated authorities. The proposed model shall distinguish the relationship owner, the owner responsible for completing each action, and the authorized decision-maker. It shall not transfer technical, contractual, regulatory or procurement authority through relationship-management procedures. Any proposed structural or authority change shall be identified separately for SHARAKAT approval.

### 2.2 Detailed Scope of Work

The scope of work is organized into two phases. Each phase shall be delivered in accordance with the deliverables, delivery requirements and acceptance requirements set out in this Section 2.2.

#### 2.2.1 Phase 1: Current State Assessment and Benchmarking

- Study and assess the current organizational status of relationship management, in terms of structure, roles, responsibilities, and existing working mechanisms.
- Review a representative sample of actual cases involving delays, conflicting communication, unclear ownership or escalation.
- Map the main internal and external interfaces and identify material overlaps, gaps and unclear decision rights.
- Conduct a benchmarking exercise to understand best practices in stakeholder and

customer relationship management.

- Analyze the gaps between the current state and benchmark practices, and derive appropriate recommendations aligned with SHARAKAT's vision and objectives.

The assessment shall review relevant organizational documents, procedures, interaction records, available performance data and a representative sample of delayed or unresolved project requirements. Findings shall distinguish process, authority, information, resource and external-dependency causes.

The Consultant shall benchmark at least three relevant organizations, selected for comparable coordination responsibilities, infrastructure or partnership activities. The report shall identify sources, limitations, selection rationale and the applicability of each recommended practice to SHARAKAT.

### 2.2.2 Phase 2: Building the Operating Model for Stakeholder and Customer Relationship Management

- Build an organizational structure for the department based on the assessment and benchmarking results, and define roles, responsibilities, and scope of work.
- Classify and prioritize stakeholders and customers from government and private sector entities, define the nature of the relationship and roles associated with each category, and identify the appropriate communication and engagement mechanisms and methods for each category.
- Identify areas of intersection and interaction with internal and external stakeholders, and develop governance, coordination, and communication mechanisms (customer relationship and stakeholder management roadmap).
- Define the sector mandate, scope boundaries and handoffs with relevant internal departments.
- Develop a responsibility and decision-rights matrix for the main internal and external interfaces.
- Define a Relationship Owner for each priority external entity and an internal Business Owner for each request, issue or commitment.

- Define the escalation and closure mechanism, including response targets and required approvals.
- Prepare policies, procedures, and design the processes specific to the department.
- Develop the mechanisms and models used in internal and external communication processes to evaluate the Company's communication performance and measure the satisfaction level of its development partners.
- Build key performance indicators (KPIs) to measure the effectiveness of the operating model and the department's performance, and define ownership, reporting and periodic review arrangements for SHARAKAT to operate after handover the extent to which objectives are achieved, and monitor them periodically to ensure continuous improvement

  - KPI approval requirement:
    - Validate the KPI definitions and calculations using relevant data from the three representative cases. Demonstrate the calculation where usable data exist; otherwise identify data gaps and demonstrate the method using clearly labelled illustrative data. Record findings, agree corrections and submit the KPI framework for approval.
    - The KPI framework shall include response and resolution time, overdue issues, completion of commitments, recurring issues, stakeholder-related delays, satisfaction, adoption of the operating model and data quality in stakeholder and issue records. CRM-specific measures shall be identified as future measures where they depend on later CRM implementation.

- CRM Digital Enablement and AI Requirements:
  - The Consultant shall define the high-level business and functional requirements for a future CRM, including stakeholder and customer records, interaction history, requests, issues, commitments, ownership, workflows, escalation, alerts, reporting, access controls, audit trail, data quality and high-level integration needs. Requirements shall be prioritized as essential, desirable and future capabilities.
  - For each prioritized CRM requirement, identify its business purpose, users, supporting process, data needs and dependencies.
  - The Consultant shall also identify relevant digital, automation, data analytics and AI-enabled opportunities. Any proposed AI-enabled capability shall consider privacy, cybersecurity, data quality and appropriate human oversight.
  - For each proposed AI opportunity, describe the expected use, necessary data, limitations and human review arrangements. These outputs shall remain at business and functional level and shall not require a product prototype or technical implementation.

**Note:** This assignment does not include CRM product or vendor selection, detailed technical design, system configuration, custom development, data migration, integration build, testing or deployment.

### 2.2.3 Deliverables

Phase 1

1. **As-Is Assessment Report:** covering the current-state review and benchmarking results, gap analysis, and recommendations.

Phase 2

1. **Operating Model Report and Supporting Tools:** this shall include the following minimum requirements: (a) the department mandate, organizational structure arrangements and role descriptions for each position; (b) a responsibility and decision-rights matrix covering interfaces with other functions; (c) a stakeholder register, classification and segmentation approach; (d) engagement, communication arrangements, mechanism and templates; (e) policies, procedures and process maps for enquiry intake, assignment, follow-up, issue resolution, escalation and closure; (f) operational templates and an issue register; and (g) a KPI dictionary and reporting templates.
2. **CRM business and functional requirements:** including prioritized digital, automation and AI-enabled opportunities.
3. **Implementation roadmap:** identifying actions, owners, dependencies and proposed timing.

Each core process shall identify its trigger, inputs, outputs, owner, participants, hand-offs, target response or completion times, escalation triggers, records and closure evidence. Time targets involving external entities shall be identified as proposed coordination targets and shall not be presented as binding external commitments without agreement.

The issue register shall include stakeholder, project or requirement, issue description, priority, action owner, relationship owner, target date, current status, dependencies, escalation level, resolution and closure evidence.

For each KPI, specify definition, calculation, data source, data owner, reporting frequency, available baseline, proposed target and data-quality checks. Where a baseline is unavailable, provide a collection method and timing. Distinguish internal follow-up performance from outcomes dependent on external decisions.

### 2.2.4 Delivery and Acceptance Requirements

#### 2.2.4.1 Project meetings and workshops

The Consultant shall conduct, at a minimum:

- One kickoff meeting to confirm the scope, work plan, stakeholders, information requirements, and approval responsibilities.
- At least seven internal discovery interviews or workshops and three interviews or workshops with selected external stakeholders, subject to their availability. The proposal shall identify any additional sessions needed for adequate coverage and include them in the price. The bid-stage coverage plan shall map these sessions to relevant internal functions, project lifecycle stages and priority external stakeholder categories. Where an external participant is unavailable, the Consultant shall record attempts to obtain input and propose an alternative participant or evidence source for SHARAKAT approval. No unilateral reduction in coverage or automatic time or fee adjustment shall result. The minimum discovery sessions are separate from the kickoff, validation, design and knowledge-transfer sessions.
- One validation workshop at the end of Phase 1 to review the current-state assessment, benchmarking findings, and identified gaps.
- Two operating-model design workshops covering organizational structure, responsibilities, governance, stakeholder engagement, processes, and performance indicators.
- One final validation workshop to review and test the proposed operating model.
- The Consultant shall prepare agendas and supporting materials and document the decisions, action owners, and agreed next steps. SHARAKAT shall coordinate access to its personnel and facilitate participation by external stakeholders.

#### 2.2.4.2 Deliverable language

Final reports, policies, procedures, process maps, and operational templates shall be submitted in Arabic. Executive summaries and final presentation materials shall be provided in both Arabic and English. The Consultant shall ensure consistency between the two languages.

#### 2.2.4.3 Deliverable formats

All final deliverables shall be provided in PDF and editable source formats:

- Reports, policies, procedures, and job descriptions: Microsoft Word.
- Presentations and organizational structure: Microsoft PowerPoint.
- Stakeholder registers, responsibility matrices, KPI dictionaries, and implementation plans: Microsoft Excel.
- Process maps: editable PowerPoint or another format agreed with SHARAKAT.

Editable files shall allow SHARAKAT to update their content without requiring additional specialist software licenses.

#### 2.2.4.4 Review and acceptance

The following minimum acceptance requirements form part of the tender scope and shall not be deferred to kickoff:

**Phase 1:** documented current-state findings and evidence; stakeholder and interview coverage; the agreed benchmark coverage with sources and applicability analysis; gap and root-cause analysis; and prioritized recommendations.

**Phase 2:** all operating-model components and tools specified in this RFP; consistent ownership and decision rights across the organization chart, role descriptions, responsibility matrix and processes; completed case demonstrations and correction log; usable KPI definitions and reporting templates; an implementation roadmap; completed knowledge

transfer; and final Arabic and bilingual materials in the specified editable and PDF formats.

The kickoff meeting may refine these criteria within the tender scope. Any material scope change shall follow written change control. SHARAKAT's project manager shall consolidate comments and coordinate approval by the designated approver. Submission or silence shall not constitute acceptance. The price shall include two consolidated review rounds per deliverable. Outstanding non-conformities with the agreed requirements shall be corrected without additional charge before written acceptance; the two-round allowance does not limit this obligation.

SHARAKAT shall appoint a project manager to consolidate comments and coordinate deliverable approval. Each deliverable shall be assessed against the agreed scope and content checklist established at kickoff.

SHARAKAT shall provide consolidated comments within five working days of receiving each draft. The Consultant shall address these comments and resubmit the deliverable within five working days. The consultant shall accommodate these review periods within the duration. The Consultant shall submit drafts sufficiently early to allow review and revision.

The Consultant's price shall include two consolidated review rounds per deliverable. Any outstanding failure to meet the agreed requirements shall be corrected before acceptance. Acceptance shall be confirmed in writing by SHARAKAT's designated approver.

The project schedule shall accommodate these review periods within the thirteen-week duration. The Consultant shall submit drafts sufficiently early to allow review and revision.

#### 2.2.4.5 Knowledge transfer and handover

The Consultant shall conduct two knowledge-transfer sessions, each lasting at least two hours, for the designated SHARAKAT team. These sessions shall explain how to apply and maintain the operating model, use its templates, manage stakeholder interactions, and calculate and report the KPIs.

The final handover shall include all approved deliverables, editable files, training materials, and an implementation roadmap identifying actions, owners, dependencies, and proposed timing.

Before final acceptance, the Consultant shall demonstrate the operating model using three representative cases agreed with SHARAKAT, including an enquiry, a delayed requirement and an escalated cross-functional issue. The demonstration shall test responsibilities, hand-offs, templates, escalation and closure. The Consultant shall document findings and incorporate agreed corrections within scope.

The implementation roadmap shall identify actions, owners, dependencies, timing, required resources and indicative effort, adoption activities, risks and proposed mitigations.

### 2.2.4.6 Payment milestones

Payments shall be linked to written acceptance of the following milestones:

The payment allocations are 30% for Phase 1 and 70% for Phase 2, subject to written acceptance of each complete work package. Target dates shall be those stated in Section 3.

| Milestone | Acceptance requirement | Proposed payment |
|---|---|---|
| Phase 1 completion — end of Week 7 | Approved As-Is Assessment Report, including benchmarking, gap analysis, and recommendations | 30% |
| Phase 2 completion — end of Week 13 | Phase 2 (A): Operating Model Report and Supporting Tools | 25% |
| | Phase 2 (B): CRM business and functional requirements | 20% |
| | Phase 2 (C): Implementation roadmap | 25% |

The Consultant shall reflect this allocation in the two corresponding BOQ items. Submission of a deliverable alone shall not constitute acceptance or trigger payment. Payment shall become due under the contract payment terms only after written acceptance of the relevant complete work package and submission of a valid invoice.

## 3. Project Timeline

The project duration shall be thirteen weeks from the commencement date stated in SHARAKAT's written notice to proceed. The Consultant shall submit a detailed baseline program identifying activities, dependencies, draft submissions, reviews, revisions, validation and handover.

| Phase | Target |
|---|---|
| Phase 1: Current State Assessment and Benchmarking | End of Week 7 |
| Phase 2: Building the Operating Model for Stakeholder and Customer Relationship Management | End of Week 13 |

Phase 1: assessment and submission of the complete draft by the end of Week 4; review, revision and acceptance targeted by the end of Week 7. Phase 2 design activities may start in Week 5 using interim findings at the Consultant's risk, without constituting acceptance of Phase 1; the complete Phase 2 draft shall be submitted by the end of Week 10, with review, revision and final acceptance targeted by the end of Week 13.

SHARAKAT shall provide consolidated comments within five working days of each draft submission, and the Consultant shall address them and re-submit within five working days. The program shall accommodate two such review-and-revision rounds. Final acceptance remains subject to compliance. Official holidays shall be reflected in the dated baseline program.

Where access to agreed information, stakeholder participation or approvals is delayed, the Consultant shall promptly notify SHARAKAT, describe the impact and propose mitigation. Any adjustment to scope, dates or fees requires prior written agreement; no automatic additional fee shall arise.

The Consultant shall submit a weekly progress report covering completed and planned activities, deliverable status, information and decision requirements, risks, mitigation and

any forecast variance. SHARAKAT shall confirm the baseline program and designated approver at kickoff. Any material schedule impact shall be managed through the written change-control procedure.

## 4. Evaluation

Bids submitted in response to this Request for Proposal shall be evaluated on the basis of both the Technical Proposal and the Financial Proposal, in accordance with the weighting set out below.

| Document Type | Percentage |
|---|---|
| Technical Proposal | 60% |
| Financial Proposal | 40% |

## 5. Evaluation Criteria

The following proposed evaluation method is subject to Procurement approval before issue. Applicable mandatory requirements and price-preference mechanics shall be completed and published within the tender stage.

### 5.1 Technical evaluation

| Criterion | Percentage |
|---|---|
| Understanding of SHARAKAT's requirements and stakeholder interfaces | 15 |
| Assessment, benchmarking and operating-model methodology | 25 |
| Relevant completed assignments and evidenced outcomes | 20 |
| Named team qualifications, relevant experience, Arabic delivery capability and committed availability | 20 |
| Feasibility of the program, dependencies and review allowances | 10 |
| Deliverable quality assurance, practical validation and knowledge-transfer approach | 10 |

- Threshold: 70%

### 5.2 Proposal contents and team commitments

The Technical Proposal shall contain the scope-compliance matrix; methodology and stakeholder coverage plan; proposed benchmarking approach; deliverable list and sample structures; detailed work program; team organization, named personnel and CVs; role-specific person-days and availability; quality and risk management arrangements; and relevant project references. It shall identify assumptions, exclusions and deviations explicitly and contain no pricing.

The Financial Proposal shall provide without digits.

Replacement of named key personnel requires SHARAKAT's prior written approval. Proposed replacements shall have equivalent or better relevant qualifications and experience, with no additional cost to SHARAKAT. The Financial Proposal shall price the complete scope and state VAT separately.

The Bidder shall submit, as part of its Technical Proposal, a comprehensive list of all inputs and support required from SHARAKAT to complete the assignment within the thirteen-week project duration. The list shall identify the specific documents, data, access arrangements, personnel participation, stakeholder coordination, decisions and approvals required, together with their purpose and required level of detail. These requirements shall be disclosed at the bid stage to enable SHARAKAT to prepare and make the necessary inputs and arrangements available.

The Bidder shall clearly identify any requirements that cannot reasonably be provided at kickoff and specify the latest date by which they are needed, consistent with its proposed program. Any assumptions concerning the availability or completeness of inputs shall be explicitly stated in the Technical Proposal.

The input requirements shall be presented in a register with reference number; specific input or support required; purpose and linked task or deliverable; required detail, format and period covered; proposed SHARAKAT owner for confirmation; whether needed at kickoff; latest required date relative to commencement; priority and critical-path impact; and proposed alternative or mitigation if unavailable. The bid-stage register shall cover the full assignment and shall not be deferred to mobilization.

Before issuing the notice to proceed, SHARAKAT and the selected Consultant shall reconcile the bid-stage register, confirm input owners and identify gaps and mitigation. This readiness check shall not defer the bid-stage obligation, reopen the agreed scope or automatically adjust the price. Requirements reasonably foreseeable from the RFP shall remain subject to

the preceding disclosure obligation and the following provisions on omitted or unforeseen inputs.

The Consultant's failure to identify an input requirement that could reasonably have been anticipated from the RFP shall not, by itself, constitute grounds for an extension of time or additional fees. Any genuinely unforeseen requirement shall be notified promptly, supported by justification and proposed mitigation, and addressed through the agreed change-control procedure.

## 6. BOQ

Prices for the above scope of work and any additional required items should be filled in Saudi Riyals in the BOQ below:

| Item | Description | Unit | Qty | Unit price | Total Excl. VAT |
|---|---|---|---|---|---|
| 1 | Phase 1: As-Is Assessment Report | Each | 1 | | |
| 2 | Phase 2 (A): Operating Model Report and Supporting Tools | Each | 1 | | |
| 3 | Phase 2 (B): CRM business and functional requirements | Each | 1 | | |
| 4 | Phase 2 (C): Implementation roadmap | Each | 1 | | |
| Total Price (Excl. VAT) | | | | | |
| VAT | | | | | |
| Total Price (Incl. VAT) | | | | | |

Item 1: Phase 1 complete work package, including assessment, benchmarking, stakeholder discovery activities, validation, report and supporting evidence. Unit: lump sum. Quantity: 1.

Item 2: Phase 2 complete work package, including operating-model design, all supporting tools and templates, CRM business and functional requirements, design and validation workshops, practical demonstrations, reviews and corrections, knowledge transfer, implementation roadmap and final handover. Unit: lump sum. Quantity: 1.

Prices shall include all personnel, management, research, meetings, workshops, travel,

translation, editable files, training materials and other costs necessary to complete the specified scope. Additional or optional services shall not be included in the evaluated base price unless expressly requested in the RFP.

Item 1 shall equal 30% and Item 2 shall equal 70% of the total contract price excluding VAT. These allocations shall match the payment milestones in Section 2.2.4.6 Deliverable submission alone shall not trigger payment. Milestone dates shall match the approved project program and shall not waive acceptance requirements.

## 7. Confidentiality

All information provided in this RFP and subsequently to the selected service provider must be treated as confidential. The recipient agrees not to disclose any part of this information to third parties without the prior written consent of the Saudi Water Partnership Company (SHARAKAT). This confidentiality obligation remains in effect even after the RFP process is completed.

## 8. Deliverable rights and information handling

Proposed wording subject to Legal approval and alignment with the Contract.

The Contract shall grant SHARAKAT ownership of project-specific deliverables created under the assignment. The Consultant shall identify any pre-existing or third-party materials incorporated in the deliverables and obtain approval before inclusion. SHARAKAT shall receive sufficient perpetual rights to use, reproduce, modify and maintain approved incorporated materials for its business purposes without additional license fees, subject to the expressly approved terms.

The Consultant shall restrict access to SHARAKAT information to authorized personnel who need it for the assignment and are bound by confidentiality obligations. Information shall not be reused for other clients or purposes. At completion or termination, the Consultant shall return or securely delete SHARAKAT information as instructed, subject to any applicable retention obligations, and confirm completion in writing. Any retained information shall remain protected by the confidentiality obligations.

The Consultant shall use only SHARAKAT-approved storage, transfer and collaboration arrangements for project information. SHARAKAT information shall not be uploaded to public or unapproved AI services or used to train models without prior written authorization. Any suspected loss, unauthorized access or disclosure shall be reported promptly through SHARAKAT's designated incident channel, with containment and remediation coordinated under the Contract and SHARAKAT's requirements.

## 9. Assumptions & Constrains

SHARAKAT shall designate a project manager and approver, facilitate access to relevant personnel and available records, and coordinate external stakeholder participation. The Consultant shall identify information needs at tender stage, maintain an information and decision log, and promptly flag gaps or dependencies that affect delivery.

The Consultant is responsible for its own staff, equipment, routine authoring tools and other resources needed to perform the assignment, except for facilities expressly agreed to be provided by SHARAKAT.

This assignment covers assessment and design of the operating model, supporting templates, implementation planning and knowledge transfer.

The proposed model shall be compatible with SHARAKAT's approved organizational arrangements, information-handling requirements and available operational capabilities. The Consultant shall identify resource constraints, adoption needs and relevant privacy and security considerations affecting the model. Detailed technology implementation or certification is outside this assignment.

Any change to the agreed scope, deliverables, fees or program requires written authorization through the agreed change-control process.

## Assumptions:

- Resource Availability: SHARAKAT shall provide the personnel participation and facilities expressly identified in the agreed input register. The Consultant remains responsible for its own staff, equipment and routine tools under this section.
- Stakeholder Engagement: SHARAKAT shall facilitate participation by relevant stakeholders. The Consultant shall manage coverage and any unavailable external participants in accordance with Section 2.2.4.1.
- Data Access: SHARAKAT shall facilitate access to available and authorized information identified in the bid-stage input register, subject to its information-handling requirements. Gaps and mitigation shall be recorded and managed under Sections 3 and 5.2.
- Change Management: SHARAKAT will implement an effective change management process to support and ensure project success.
- Budget Approval: The assignment budget covers the agreed assessment, design, validation and handover services. Any future software, hardware or technology implementation expenditure is outside this assignment and requires a separate SHARAKAT decision.
- Timely Decision-Making: SHARAKAT will make timely decisions and approvals to ensure the project progresses according to the defined timeline.
- External Dependencies: The project may rely on external vendors or third-party services for certain components. SHARAKAT will facilitate necessary collaborations and agreements within its authority. No commitment to appointing technology vendors or purchase third-party services is implied.

## Constraints:

- Time Constraints: The project must adhere to the defined timeline and milestones to ensure timely completion.
- Budget Constraints: The project must operate within the allocated budget, ensuring cost-effective solutions and resource utilization.
- Regulatory Compliance: The solution must comply with relevant industry standards, regulations, and guidelines, including data privacy, cybersecurity, and accessibility requirements.
- Technical Limitations: The project may face technical limitations related to
- existing systems, infrastructure, and integration capabilities. These limitations must be identified and addressed to ensure successful implementation. The Consultant shall identify constraints in existing systems, infrastructure and integration capabilities and reflect them in the proposed operating model, functional requirements and implementation roadmap.
- Remediation through system development, integration or deployment is outside this assignment.
- Resource Constraints: Availability of key personnel and resources may be limited, requiring effective resource management and prioritization.
- Adoption constraints: The Consultant shall assess readiness, capacity and resistance to the proposed operating model and recommend proportionate adoption measures in the roadmap. Long-term implementation support and deployment of digital or AI technologies are excluded.

## 10. Termination

The Saudi Water Partnership Company "SHARAKAT" (First Party) has the right, if the contractors (Second party) win, to terminate the contract whoever receives it.

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

SHARAKAT may terminate the Contract by written notice specifying the effective termination date. Upon receipt, the Consultant shall cease the affected services as instructed, take reasonable steps to limit further cost, and deliver completed outputs, work in progress and SHARAKAT information in its possession.

Amounts payable on termination shall be determined under the Contract for services properly performed up to the effective date, with completed milestones assessed against the acceptance requirements and partially completed work assessed against documented progress and the agreed scope and pricing. Payments already made shall be deducted to avoid double recovery. Treatment of other claims, liabilities and remedies shall be governed by the approved Contract. The RFP and Contract shall use consistent terminology and settlement rules.

## 11. Local Content

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

## 12. Price Preference

The price preference standard for small and medium enterprises (SMEs) issued by the competent regulatory authority shall also apply to this Request for Proposal.

The applicable preference and its treatment in the evaluated price shall be stated in the published evaluation method and applied consistently to eligible bids.

## 13. Conflict of Interest

- The Bidder shall fully and proactively disclose any actual or potential conflict of interest that may arise, or that could reasonably be perceived as a conflict of interest, whether direct or indirect, in connection with this Request or any related parties.
- A conflict of interest shall be deemed to exist if the Bidder, or any of its partners, employees, representatives, or subcontractors, has any personal, financial, or professional interest that may affect, or could reasonably be expected to affect, its impartiality, independence, or integrity in performing the works subject to this Request for Proposals.
- Should any conflict of interest exist or arise at a later stage, the Bidder shall immediately notify the Requesting Entity in writing and take all necessary measures to resolve the conflict to the satisfaction of the Entity.
- The Requesting Entity reserves the right to disqualify the Bidder's proposal or terminate the contract if a conflict of interest is identified that was not disclosed or was addressed in an unacceptable manner, without prejudice to its right to take any other legal or regulatory actions.

## 14. Contract Version & Terms & Conditions

**“Draft Of contract”**

| | |
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| Contract of********** This Contract is made and entered into on the **/**/144*H, corresponding to the **/**/202*G, in Riyadh, Saudi Arabia between the following parties: | **عقد**<br>********** تم الاتفاق على هذا العقد بتاريخ **/*/١٤٤* ه الموافق **/*/٢٠٢*م، في مدينة الرياض، المملكة العربية السعودية بين الأطراف التالية: |
| First party: Saudi Water Partnership Company S.M.L.L.C<br>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) -Rahmaniyah, Post code(12341 Unit No.(18), Moon Tower, Riyadh, Kingdom of Saudi Arabia, Telephone/ 00966112808918 and whose represented by: CEO, Mr. Khalid AL Qureshi. Hereinafter referred to as the “First Party” or the “Company”, or “SHARAKT”.<br>And<br>**********Second party: , organized and **********It is existing under the laws of the Kingdom | **الطـرف الأول: الشـركة السـعودية لشـراكات المياه ش.و.ذ.م.م**<br>وهـي شـركة شـخص واحـد ذات مسـؤولية محـدودة منظمـة وقائمـة وفقـاً لأنظمـة المملكـة العربيـة السـعودية بموجـب السـجل التجـاري رقـم (١٠١٠١٨٩٤٠٠)، والمثبـت تعـديل عقـد تأسيسـها لـدى كاتـب العـدل بـالرقم (٤١٩٧٢٩٠٤) وتـاريخ ١٤٤١/٥/٤ ه ، وعنـوان مكتبهـا الرئيسـي: العنـوان المختصـر (RGRB7586)، (٧٥٨٦) طريـق الملـك فهـد، الـرقم الفرعـي (٤١١٩) حـي الرحمانيـة، الرمـز البريـدي( ٤١١٩-١٢٣٤١) وحـدة رقـم (١٨)، الريـاض، بـرج القمـر، المملكـة العربيـة السـعودية، هـاتف رقـم/ ٠٠٩٦٦١١٢٨٠٨٩١٨ ويمثلهـا: الـرئيس التنفيـذي السـيد خالـد القريشـي، ويُشـار إليهـا فيمـا يلـي بـ "الطـرف الأول" أو "الشركة ".<br>و<br>**الطـــــرف الثـــــاني:**<br>**********<br>وهي ******* قائمة وفقاً لأنظمة المملكة العربية السعودية بموجب السجل التجاري رقم (**********) وتاريخ ********هـ، وعنوان مكتبها الرئيسي في: |

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| of Saudi Arabia with commercial<br>) dated **********registration number (<br>, and its main office address **********<br>), **********is at: Short Address No. (<br>District, **********) *****Saudi Arabia (<br>) Postal ****Riyadh, secondary No. (<br>, ******), Telephone No: *****Code (<br>, ******* as an the ********represented by:<br>hereinafter referred to as the “Second Party”, “CONTRACTOR”, “advisor” or “Service provider”.<br>The First Party and Second Party are collectively referred to as the “Parties”. | ********** ********** **********

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| which they are in full capacity according to sharia and law have agreed to the following: | الطرفين وهما بكامل الأهلية المعتبرة شرعاً ونظاماً على ما يلي: |
| Article 1: Introduction Inclusion<br>The above preamble shall be deemed as an integral part hereof. | **المادة الأولى: شمولية المقدمة**<br>تعتبر المقدمة أعلاه جزء لا يتجزأ من هذا العقد. |
| Article 2: Scope of Work<br>The scope of work is as per RFP ISSUED ON **/**/2024 | **المادة الثانية: نطاق العمل**<br>يعتبر نطاق العمل وفقاً لما جاء وثيقة طلب العروض |
| Article 3: Location of Work<br>Riyadh, or any city in the Kingdom of Saudi Arabia according to the business need. | **المادة الثالثة: موقع العمل**<br>في مدينة الرياض وأي مدينة أخرى بالمملكة العربية السعودية حسب حاجة العمل. |
| Article 4: Contract Price<br>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. | **المادة الرابعة: مبلغ العقد**<br>إجمالي مبلغ هذا العقد هو (**********) ********** ريال سعودي شاملة كافة المصاريف والرسوم والأتعاب والنفقات والضرائب المستحقة نظاماً على الطرف الثاني من أجل تنفيذ هذا العقد |
| Article 5: Payment Terms<br>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. | **المادة الخامسة: شروط السداد**<br>١- يتم سداد الفواتير بعد الخصومات إن وجدت بعد تقديم كل دراسة من قبل الطرف الأول او مخرج من العقد من قبل الطرف الثاني وبعد إرسال الفاتورة للاعتماد والدفع خلال (٣٠) يوما وشريطة موافقة الطرف الأول عليها.<br>٢- يتم تسديد مبلغ العقد للطرف الثاني عبر التحويل البنكي إلى:<br>اسم البنك: ****١<br>رقم الحساب: **********. |

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| The payment to the second party to be through:<br>Bank: Al ***<br>Account Number: **********.<br>I | ٢- |
| Article 6: Contract Period and Termination<br>1- The duration of the contract is (12) twelve months starting from the date of */***/202*,<br><br>The First Party alone, may at any time terminate this Contract by giving written termination notice to the Second Party specifying the effective date of termination. And without the First party having any liability, compensation, or fees to the Second party except that the Second Party shall be paid for services rendered up to the date of termination. | **المادة السادسة: مدة العقد والإنهاء**<br>١- مـــــــــــــــدة العقـــــــــــد هي (***) *** شهراً تبدأ من تاريخ **/*/٢٠**م.<br><br>٢- يستطيع الطرف الأول بمفردة إنهاء هذا العقد في أي وقت وذلك بإشعار الطرف الثاني خطياً، موضحاً بإشعاره تاريخ إنهاء العقد من دون تحمل الطرف الأول أي مسؤولية أو تعويض أو نفقات للطرف الثاني، ويتم دفع قيمة الأعمال التي تم تقديمها من الطرف الثاني حتى تاريخ الانهاء. |

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| Article 7: Contract Documents<br>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:<br>١- Second Party's Legal documents.<br>٢- The Company's General Terms and Conditions.<br>٣- Request for proposals dated on **/**/202*.<br>٤- Second Party Technical and on financial proposal dated ***/**/202*<br><br>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. | **المادة السابعة: وثائق العقد**<br>بالإضافة إلى الأحكام الواردة في هذا العقد، يتألف هذا العقد من الأحكام والشروط الواردة في الوثائق التالية وتكون جزء لا يتجزأ من هذا العقد:<br>١- المستندات النظامية للطرف الثاني.<br>٢- الشروط والأحكام العامة للشركة.<br>٣- وثيقة طلب العروض للطرف الأول بتاريخ **/*/٢٠٢*.<br>٤- عرض الطرف الثاني بتاريخ **/*/٢٠٢*م.<br><br>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. |
| Article 8: Sanctions<br>١- If the Second Party is late for completing 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, | **المادة الثامنة: العقوبات**<br>١. إذا تأخر الطرف الثاني عن إتمام العمل وتسليمه كاملا 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:<br>أ- ربع متوسط التكلفة اليومية عن كل يوم تأخير في مدة الخمسة عشر يوما الأولى (١-١٥ يوم). |

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| the fine shall be calculated as follows:<br>a. A quarter of the average daily cost for each day of delay in the first 15 days (1-15 days).<br>b. Half the average daily cost for each day of delay of the fifteen days following the above period (16-30 days).<br>c. Full daily average cost for each day of delay after 30 day (30 days).<br>-٢ The sum of the fine shall not exceed 20% of the value of the contract. | ب- نصف متوسط التكلفة اليومية عن كل يوم تأخير من مدة الخمسة عشر يوما التالية للمدة أعلاه (١٦-٣٠ يوم).<br>ج- كامل متوسط التكلفة اليومية عن كل يوم تأخير بعد مدة الثلاثين يوما (بعد ٣٠يوم).<br>٢. لا يجوز أن يتجاوز مجموع الغرامة نسبة ٢٠% من قيمة العقد. |
| Article 9: Intellectual Property<br>All documents prepared by the Second Party in the course of performing the work shall be the propriety right of the First Party. | **المادة التاسعة: الملكية الفكرية**<br>تعتبر المستندات المعدة والمقدمة من الطرف الثاني حق ملكية فكرية للطرف الأول |
| Article 10: Jurisdiction and Governing Law<br>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. | **المادة العاشرة: الاختصاص القضائي والقانون الواجب التطبيق**<br>يخضع هذا العقد طبقاً لأنظمة المملكة العربية السعودية وأي خلاف أو نزاع قد ينشأ بين الأطراف يتم تسويته بالطرق الودية ما أمكن، فإن تعذر ذلك يُصار إلى حله عن طريق جهات الاختصاص القضائية بمدينة الرياض حسب الأنظمة واللوائح المتبعة في المملكة العربية السعودية. |

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| Article 11: Copies and Signatures<br>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. | **المادة الحادية عشر: النسخ والتواقيع**<br>حُـرر هـذا العقد من نسـختيـن أصليتيـن وباللغتين العربية والانجليزية وتـمّ التـوقيـع عليهما من قبل الأطراف يوم الأحد الموافق **/*/٢٠٢م، في مدينة الرياض، وفي حال التعارض بين اللغتين فإن اللغة العربية هي التي يُعتد بها، وقد استلم كـل طــرف نســخـة أصلية موقعة عن هذا العقد للعمـل بمـوجبـهـا. |
| First Party<br>Signature:<br><br>Name: Khaled AlQureshi<br>Chief Executive Officer Title:<br>Date:<br><br>Second Party<br>Signature:<br><br>Name:<br>Title: ********<br><br>Date: | الطرف الأول<br>التوقيع:<br><br>الاسم: خالد القريشي<br>صفته: الرئيس التنفيذي<br>التاريخ:<br><br>الطرف الثاني<br>التوقيع:<br><br>الاسم: **********<br>صفته: **********<br><br>التاريخ: |

# 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 SHARAKT 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 SHARAKT does not make prompt payment of any payment milestone (in

accordance with the terms), the CONTRACTOR may serve notice on SHARAKT 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 SHARAKT 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 SHARAKT 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 is 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 REQUSTED 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 of 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 satisfactory 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 of 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 SUBCONTACTOR 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

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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

a. Cyber security requirements

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

b. Saudi NCA controls:

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

c. Software Development:

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

5. Perform penetration testing of the system before launch.

d. National Data Management Office Controls:

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