Public - عام

شراكات
SHARAKAT
الشركة السعودية لشراكات المياه
SAUDI WATER PARTNERSHIP COMPANY

REQUEST FOR PROPOSALS

التغطية الإعلامية (اتفاقية إطارية)	Tender Name
RFQ-003321	Tender Number
22/11/2026	Release Date
01/12/2026	Questions Deadline
06/12/2026	Tender Closing Date
Bids must be submitted to the Procurement Department at the Saudi Water Partnerships Company through the SERB platform in separate sealed envelopes (Technical Proposal and Financial Proposal) (User Guide to Registration) (User Guide to submit proposals)	Submission
Send your inquiries to Procurement Dep. (Procurement@swpc.sa)	Communication

Public - عام

شراكات
SHARAKAT
الشركة السعودية لشراكات المياه
SAUDI WATER PARTNERSHIP COMPANY

١ مقدمة

تعتزم الشركة السعودية لشراكات المياه (شراكات) التعاقد مع جهة متخصصة لتقديم خدمات الاتصال المؤسسي، والتسويق، والإنتاج الإعلامي والتغطيات. ويهدف المشروع إلى دعم الصورة المؤسسية للشركة وإبراز أعمالها ومشاريعها ومنجزاتها لدى الجمهور والشركاء والجهات ذات العلاقة، وبناء حضور إعلامي ورقمي مهني ومنتظم يخدم رسالة الشركة وأهدافها.

٢ نطاق العمل

الاقسام	البنود
مواقع التواصل الاجتماعي	عمل الخطة الشهرية للنشر لمواقع التواصل الاجتماعي مع كتابة محتواها والجمهور المستهدف (عربي + انجليزي)
التصاميم والانتاج	موشن جرافيك 3D مدة 90 – 120 ثانيه
	انتاج فيديو خاص بالشركة حسب الطلب يحتوي على (السيناريو + المونتاج)
	تصوير فيديو (مقابلات شخصية مع الادارة العليا للاستخدام عند الحاجة في مقر الشركة او في استديو)
التغطيات	توفير ستوديو متنقل لتصوير منسوبي الشركة بورتريه عدد 150 موظف (لكل موظف 5 صور)
	تغطية مناسبات الشركة داخل الرياض (تصوير فوتوغرافي + فيديو + تصوير جوي + عمل برومو يتم انتاجه في نفس اليوم، وبمدة اقصاها 3 ساعات)
	تغطية مناسبات الشركة خارج الرياض (تصوير فوتوغرافي + فيديو + تصوير جوي + عمل برومو يتم انتاجه في نفس اليوم، وبمدة اقصاها 3 ساعات)
	تغطية مناسبات الشركة المصغرة داخل الرياض (تصوير فوتوغرافي + فيديو + عمل برومو يتم انتاجه في نفس اليوم، وبمدة اقصاها 3 ساعات)
	تصوير وتوثيق المشاريع والمحطات داخل الرياض (فوتوغرافي – فيديو – تصوير جوي)
	تصوير وتوثيق المشاريع والمحطات خارج الرياض (فوتوغرافي – فيديو – تصوير جوي)
العلاقات العامة	اعداد استراتيجية التسويق والإتصال المؤسسي ويشمل والخطة السنوية للتسويق والإتصال المؤسسي والعلاقات العامة الخاصة بالشركة (يتم تحديثها ومراجعتها بشكل شهري)
	تقرير شهري خاص بأنشطة الشركة الداخلية والخارجية المعلن عنها على وسائل التواصل الاجتماعي والصحف والمواقع الإلكترونية الاخرى على ان يتم تسليمه خلال اسبوع من بداية الشهر التالي

التقارير	تصميم واخراج وتحرير التقرير السنوي نسخة عربي ١٢٠ صفحة نسخة انجليزي ١٢٠ صفحة مع طباعة ٢٥ نسخة
اعداد وإنتاج المحتوى	توفير كاتب محتوى ذو خبرة في مجال المياه والطاقة خبرة لا تقل عن ٥ سنوات في مقر "شراكات" مع توفير بديل على نفس المستوى في حال عدم التواجد
	توفير مصمم ذو خبرة لا تقل على ٥ سنوات في مقر "شراكات" (طوال مدة العقد) مع توفير بديل على نفس المستوى في حال عدم التواجد

٣. مدة المشروع

٣٦ شهر.

٤. اتفاقية مستوى الخدمة(SLA)

الخدمة	وقت التسليم
تصاميم جرافيكس	تسليم التصميم في وقته
إعداد الخطة الشهرية لمواقع التواصل الاجتماعي	الاسبوع الأخير من الشهر
إنتاج فيديو أو موشن جرافيك	تقديم السيناريو والسكريبت خلال ٤٨ ساعة، تقديم الفيديو كاملا بعد التعميد خلال 3 ايام عمل
إنتاج البرومو للفعاليات	خلال ٣ ساعات من نهاية الفعالية
تصوير وتوثيق المشاريع والمحطات، تصوير وتوثيق المناسبات والفعاليات	تسليم المواد الخام ورفعها على الملف المشترك خلال يوم عمل
إعداد استراتيجية التسويق والاتصال المؤسسي	اعداد وتسليم الاستراتيجية خلال ٣٠ يوم من بداية العقد. تحديث الاستراتيجية وخطة العمل خلال الاسبوع الأول من الشهر التالي
التقرير الشهري للأنشطة الإعلامية	الاسبوع الأول من الشهر التالي
التقرير السنوي	تسليم النسخة الأولية من التقرير بعد الانتهاء من جميع الأعمال باسبوع

٥. مدة التنفيذ

اتفاقية إطارية مغلقة لمدة ثلاث سنوات.

٦. جدول الكميات (BOQ)

الاقسام	البنود	الكمية	(سعر الوحدة) بالريال السعودي
مواقع التواصل الاجتماعي	عمل الخطة الشهرية للنشر لمواقع التواصل الاجتماعي مع كتابة محتواها والجمهور المستهدف (عربي + انجليزي)	٣٦	
التصاميم والانتاج	موشن جرافيك 3D مدة 90 – 120 ثانيه	٣٠	
	انتاج فيديو خاص بالشركة حسب الطلب يحتوي على (السيناريو + المونتاج)	٤٠	
	تصوير فيديو (مقابلات شخصية مع الادارة العليا للاستخدام عند الحاجة في مقر الشركة او في استديو)	٤٠	
التغطيات	توفير ستوديو متنقل لتصوير منسوبي الشركة بورتريه عدد 150 موظف (لكل موظف 5 صور)	٥٠٠	
	تغطية مناسبات الشركة داخل الرياض (تصوير فوتوغرافي + فيديو + تصوير جوي + عمل برومو يتم انتاجه في نفس اليوم، وبمدة اقصاها 3 ساعات)	٧٥	
	تغطية مناسبات الشركة خارج الرياض (تصوير فوتوغرافي + فيديو + تصوير جوي + عمل برومو يتم انتاجه في نفس اليوم، وبمدة اقصاها 3 ساعات)	10	
	تغطية مناسبات الشركة المصغرة داخل الرياض (تصوير فوتوغرافي + فيديو + عمل	٥٠	

	برومو يتم انتاجه في نفس اليوم، وبمدة اقصاها 3 ساعات)		
	تصوير وتوثيق المشاريع والمحطات داخل الرياض (فوتوغرافي - فيديو - تصوير جوي)	5	
	تصوير وتوثيق المشاريع والمحطات خارج الرياض (فوتوغرافي - فيديو - تصوير جوي)	٦٠	
العلاقات العامة	اعداد استراتيجية التسويق والإتصال المؤسسي ويشمل والخطة السنوية للتسويق والإتصال المؤسسي والعلاقات العامة الخاصة بالشركة (يتم تحديثها ومراجعتها بشكل شهري)	٣	
	تقرير شهري خاص بأنشطة الشركة الداخلية والخارجية المعلن عنها على وسائل التواصل الاجتماعي والصحف والمواقع الإلكترونية الاخرى على ان يتم تسليمه خلال اسبوع من بداية الشهر التالي	٣٦	
التقارير	تصميم واخراج وتحرير التقرير السنوي نسخة عربي ١٢٠ صفحة نسخة انجليزي ١٢٠ صفحة مع طباعة ٢٥ نسخة	٣	
اعداد وإنتاج المحتوى	توفير كاتب محتوى ذو خبرة في مجال المياه والطاقة خبرة لا تقل عن ٥ سنوات في مقر "شراكات" مع توفير بديل على نفس المستوى في حال عدم التواجد	٣	
	توفير مصمم ذو خبرة لا تقل على ٥ سنوات في مقر "شراكات" (طوال مدة العقد) مع توفير بديل على نفس المستوى في حال عدم التواجد	٣	

إجمالي السعر (غير شامل ضريبة القيمة المضافة)		
ضريبة القيمة المضافة		
إجمالي السعر (شامل ضريبة القيمة المضافة)		

٧. معايير التقييم (Evaluation Criteria)

Criteria	Weight
الخبرة المؤسسية (شركة سعودية عمرها اكثر من ٣ سنوات مع خبرة في مجال المياه والطاقة والعمل الحكومي)	٢٠٪
المنهجية وخطة العمل	٢٠٪
القيمة المضافة والابتكار	١٠٪
فريق العمل (يجب ان يكون طاقم العمل سعودي بنسبة ٧٠٪ على الأقل)	٢٠٪
جودة الأعمال السابقة	٣٠٪

- التقييم الفني 70% (العرض الفني + المستندات النظامية + شهادة منشآت)
- التقييم المالي 30%(العرض المالي المبلغ كتابة + مدة سريان العرض ٩٠ يوما)
* نسبة الاجتياز 70%

٨. جدول الدفعات

الدفعة	الفترة	تفاصيل الدفعة
الدفعة 1	الربع 1)الشهر 1 إلى 3(	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب + الاستراتيجية السنوية)السنة 1(

Public - عام

شراكات
SHARAKAT
الشركة السعودية لشراكات المياه
SAUDI WATER PARTNERSHIP COMPANY

الدفعة	الفترة	تفاصيل الدفعة
الدفعة 2	الربع 2)الشهر 4 إلى 6(	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب
الدفعة 3	الربع 3)الشهر 7 إلى 9(	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب
الدفعة 4	الربع 4)الشهر 10 إلى 12)	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب +التقرير السنوي)السنة 1(
الدفعة 5	الربع 5)الشهر 13 إلى 15)	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير + (الشهري المنفذ فعليا من بنود حسب الطلب + الاستراتيجية السنوية)السنة 2(
الدفعة 6	الربع 6)الشهر 16 إلى 18)	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب
الدفعة 7	الربع 7)الشهر 19 إلى 21(	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير + الشهري + (المنفذ فعليا من بنود حسب الطلب
الدفعة 8	الربع 8)الشهر 22 إلى 24)	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب +التقرير السنوي)السنة 2(
الدفعة 9	الربع 9)الشهر 25 إلى 27)	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب + الاستراتيجية السنوية)السنة 3(

الدفعة	الفترة	تفاصيل الدفعة
الدفعة 10	الربع 10)الشهر 28 إلى 30)	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب +
الدفعة 11	الربع 11)الشهر 31 إلى 33)	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب
الدفعة 12	الربع 12)الشهر 34 إلى 36)	بنود الاستمرارية)الكاتب، المصمم، الخطة الشهرية، التقرير الشهري + (المنفذ فعليا من بنود حسب الطلب +التقرير السنوي)السنة 3(

٩. طريقة السداد

يتم سداد الفواتير بعد الخصومات إن وجدت من قبل الطرف الأول بعد اكمال وتقديم كل مخرج من العقد من قبل الطرف الثاني، وذلك بعد إرسال الفاتورة للاعتماد والدفع خلال (٤٥) خمسة وأربعون يوما شريطة موافقة الطرف الأول عليها.

١٠. متطلبات التقدم للمشروع

يجب تقديم جميع الوثائق الحكومية الخاصة بالشركة (صورة من السجل التجاري- صورة من شهادة الزكاة- صورة من شهادة الضريبة- صورة من اشتراك الغرفة التجارية- صورة من شهادة التأمينات الاجتماعية – صورة من شهادة السعودة- خطاب مصدق من الغرفة التجارية بالمفوض بتوقيع العقود- شهادة مزاولة مهنة- صورة من العنوان الوطني – شهادة تصنيف هيئة المحتوى المحلي-شهادة منشأت (في حال كانت المنشأة الصغيرة و المتوسطة)- وأي شهادات او وثائق اخرى تطلبها الشركة)

١١. مدة المشروع

ثلاث سنوات

١٢.الغرامات

إذا تأخر المتعاقد(الذي رست عليه المنافسة) عن إتمام العمل وتسليمه كاملا في المواعيد المحددة ولم تقم الشركة بإنهاء العقد فيلتزم الطرف الثاني بدفع تعويض عن المدة التي تأخر فيها عن إتمام أو إكمال العمل، وتحتسب الغرامة على النحو التالي:

- ربع متوسط التكلفة اليومية عن كل يوم تأخير في مدة الخمسة عشر يوما الأولى (١-١٥ يوم).

- بنصف متوسط التكلفة اليومية عن كل يوم تأخير من مدة الخمسة عشر يوما التالية للمدة أعلاه (١٦-٣٠ يوم).

- كامل متوسط التكلفة اليومية عن كل يوم تأخير بعد مدة الثلاثين يوما (بعد ٣٠يوم).

- لا يجوز أن يتجاوز مجموع الغرامة نسبة ٢٠٪ من قيمة العقد

١٣. تضارب المصالح

يلتزم مقدم العرض بالإفصاح الكامل والمسبق عن أي حالة تضارب مصالح فعلية أو محتملة قد تنشأ، أو يُحتمل أن تفسَّر على أنها تضارب مصالح، سواء كانت مباشرة أو غير مباشرة، تتعلق بهذا الطلب أو بأي من الأطراف ذات العلاقة به.

يُعد تضارب المصالح قائمًا إذا كان لمقدم العرض، أو أي من شركائه أو موظفيه أو ممثليه أو مقاولي الباطن، مصلحة شخصية أو مالية أو مهنية قد تؤثر أو يُحتمل أن تؤثر على حياديته أو استقلاليته أو نزاهته في تنفيذ الأعمال موضوع طلب العروض.

يقر مقدم العرض بعدم وجود أي تضارب مصالح يمنعه من المشاركة في هذا الطلب، وفي حال وجوده أو نشوئه لاحقًا، يلتزم بإخطار الجهة الطالبة خطيًا فورًا واتخاذ جميع الإجراءات اللازمة لمعالجته بما يرضي الجهة.

تحتفظ الجهة الطالبة بالحق في استبعاد العرض أو إنهاء العقد في حال ثبوت وجود تضارب مصالح لم يتم الإفصاح عنه أو تمت معالجته بطريقة غير مقبولة، دون الإخلال بحقها في اتخاذ أي إجراءات نظامية أخرى.

١٤.المحتوى المحلي

يجب على المتقدم الامتثال لكافة المتطلبات والاشترطات الواردة في ضوابط إعطاء الأفضلية للمحتوة المحلي والقواعد الاسترشادية لطرح أعمال ومشتريات الشركات المملوكة للدولة الصادرة بقرار مجلس الوزراء رقم (٦٥٨) وتاريخ ١٤٤٣/١١/٢٢هـ، ويلتزم المتعاقد مع الشركة لتنفيذ الأعمال والمشتريات بتطبيق أحكام هذه الضوابط.

١٥.أفضلية السعر

كما تطبيق معيار تفضيل المنشآت الصغيرة والمتوسطة ومعيار التفضيل السعري للمنشآت الصغيرة والمتوسطة.

١٦.انهاء العقد

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 الاعمال التي تم تقديمها من الطرف الثاني حتى تاريخ الانهاء.

١٧.الوقت المتوقع لبدء المشروع:

٢١/ فبراير /٢٠٢٧م

١٨.وسائل التواصل للاستفسارات

في حال وجود أية استفسارات يرجى التواصل مع إدارة المشتريات بالشركة السعودية لشراكات المياه على البريد (procurement@swpc.sa)

Public - عام

١٩. نسخة من العقد وشروطه وأحكامه(Draft Contract)

رقم العقد:*****	Contract number: ******
عقد ********** تم الاتفاق على هذا العقد بتاريخ **/**/٢٠٢٤م ، في مدينة الرياض، المملكة العربية السعودية بين الأطراف التالية:	Contract **********. This Contract is made and entered into on the **/**/2024G, in Riyadh, Saudi Arabia between the following parties:
الطرف الأول: الشركة السعودية لشراكات المياه ش.و.ذ.م.م وهي شركة شخص واحد ذات مسؤولية محدودة منظمة وقائمة وفقاً لأنظمة المملكة العربية السعودية بموجب السجل التجاري رقم (١٠١٠١٨٩٤٠٠)، والمثبت تعديل عقد تأسيسها لدى كاتب العدل بالرقم (٤١٩٧٢٩٠٤) وتاريخ ٠٤/٠٥/١٤٤١هـ، وعنوان مكتبها الرئيسي: العنوان المختصر (RGRB7586)، مبنى رقم (٧٥٨٦)، طريق الملك فهد ، الرقم الفرعي (٤١١٩)، حي الرحمانية، الرمز البريدي (١٢٣٤١)، وحدة رقم (١٨)، الرياض، برج القمر، الرياض، المملكة العربية السعودية، هاتف رقم/ ٠٠٩٦٦١١٢٨٠٨٩١٨، ويمثلها: الرئيس التنفيذي السيد خالد القريشي، ويُشار إليها فيما يلي بـ "الطرف الأول" أو "الشركة ". و الطرف الثاني: ********** وهي شركة شخص واحد ذات مسؤولية محدودة منظمة وقائمة وفقاً لأنظمة المملكة العربية السعودية بموجب السجل التجاري رقم (**********)وتاريخ **/**/*****، وعنوان مكتبها الرئيسي: العنوان المختصر (***)، مبنى رقم (**)، طريق ****، الرقم الفرعي (*****)، حي **** الرمز البريدي (***)، الرياض، المملكة العربية السعودية، هاتف	First party: Saudi Water Partnership Company S.M.L.L.C A Single Member limited liability company organized and existing under the laws of the Kingdom of Saudi Arabia with commercial registration number (1010189400), whose Article of Association Amendment is registered with Notary Public in No. (41972904) dated 04/05/1441H, and having its principal office: Short Address No. (RGRB7586), Building No. (7586), King Fahad Road secondary No. (4119), Al 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 “SWPC”. And Second party: ********** A Single Member limited liability company organized and existing under the laws of the Kingdom of Saudi

رقم/ ٠******، ويمثلها : السيد **********، ********** بصفته مفوض ، ويشار إليها فيما بعد بـ "الطرف الثاني" أو"الاستشاري" أو "مقدم الخدمة". كما يشار إلى الطرف الأول والطرف الثاني مجتمعين ب "الأطراف" أو "الطرفين " أو "الطرفان".	Arabia with commercial registration number. (*********) dated **/**/1434 AH, and its main office address is at: Short Address No. (*****), Building No. (***), Al ********Road secondary No. (*****), Al ***** Dist, Post code (****), Riyadh, Kingdom of Saudi Arabia, Telephone/ ******represented by: Mr. ********** as authorized, hereinafter referred to as the “Second Party”, “Advisor” or “Service provider”. The First Party and Second Party are collectively referred to as the “Parties”.
التمهيد: حيث أن الطرف الثاني لديه الخبرة والمعرفة والخلفية بتقديم **********، وحيث أبدى الطرف الأول رغبته في الاستفادة من تلك الخدمات ، وعليه تم الاتفاق بالرضى والقبول المتبادل بين الطرفين وهما بكامل الأهلية المعتبـرة شرعاً ونظاماً على ما يلي:	Preamble: whereas the second party has the experience, knowledge, and background in **********, and whereas the first party expressed his desire to benefit from those services and occasions for the first party, the Parties have agreed to the following:
المادة الأولى: شمولية المقدمة تعتبر المقدمة أعلاه جزء لا يتجزأ من هذا العقد.	Article 1: Introduction Inclusion The above preamble shall be deemed as an integral part hereof.
المادة الثانية: نطاق العمل يعتبر نطاق العمل وفقاً لما جاء في وثيقة طلب العروض بتاريخ ****/***/٢٠٢٤م، والعرض المقدم من الطرف الثاني بتاريخ ******\٢٠٢٤م،.	Article 2: Scope of Work The scope of work is according to what was stated in the submitted offer from the second party on **/***/2024, and the offering from the second party on **/***/2024,

Public - عام

المادة الثالثة: موقع العمل في مدينة الرياض وأي مدينة أخرى بالمملكة العربية السعودية أو خارجها حسب حاجة العمل.	Article 3: Location of Work Riyadh, or any city in the Kingdom of Saudi Arabia or outside according to the business need.
المادة الرابعة: مبلغ العقد إجمالي مبلغ هذا العقد هو(**********) **********، شاملة كافة المصاريف والرسوم والأتعاب والنفقات والضرائب المستحقة نظاماً على الطرف الثاني من أجل تنفيذ هذا العقد .	Article 4: Contract Price The Price of the Option contract is **********, (**********) inclusive of all fees, expenses, VAT Any other taxes payable by the Second Party to implement this Contract.
المادة الخامسة: شروط السداد يتم سداد الفواتير بعد الخصومات إن وجدت من قبل الطرف الأول بعد اكمال وتقديم كل دراسة او مخرج من العقد من قبل الطرف الثاني وبعد ارسال الفاتورة للاعتماد والدفع خلال (٤٥) خمسة واربعون يوما وشريطة موافقة الطرف الأول عليها . يتم تسديد مبلغ العقد على دفعات في بداية كل ٣ أشهر. يتم اصدار أمر شراء سنويا حتى انتهاء المدة المحددة ٤- يتم تديد مبلغ العقد للطرف الثاني عبر التحويل البنكي إلى: اسم البنك: ********** رقم الحساب: ********** رقم الآيبان: SA**********	Article 5: Payment Terms The first party shall make the payments after deductions, if any, after accomplishing each milestone based on invoice issued by the second party payable within (45) forty-five days from date of receipt of invoice and the approval of First party. Payment Contract instalment At the beginning of every 3 months An annual purchase order is issued until the specified period ends. 3- The payment to the PROVIDER to be through: Bank********** Account No********** IBAN: **********
المادة السادسة: مدة العقد والإنهاء مـــــــــــــــدة العقـــــــــــــد هي(**) أسبوع تبدأ من تاريخ **/**/٢٠٢٤م وحتى تاريخ **/**/٢٠٢٤م، يتعين على الطرف الثاني إكمال نطاق العمل خلالها. يستطيع الطرف الأول بمفردة إنهاء هذا العقد في أي وقت وذلك بإشعار الطرف الثاني خطياً،	Article 6: Contract Period and Termination The contract period (**) weeks from **/**/2024, TO **/**/2024. which the Second Party shall complete his scope of work.

موضحا بإشعاره تاريخ إنهاء العقد من دون تحمل الطرف الأول أي مسؤولية أو تعويض أو نفقات للطرف الثاني، ويتم دفع قيمة الاعمال التي تم تقديمها من الطرف الثاني حتى تاريخ الانهاء.	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 السابعة: وثائق العقد بالإضافة إلى الأحكام الواردة في هذا العقد، يتألف هذا العقد من الأحكام والشروط الواردة في الوثائق التالية وتكون جزء لا يتجزأ من هذا العقد: المستندات النظامية للطرف الثاني. الشروط والأحكام العامة للشركة. وثيقة طلب العروض بتاريخ**/**/٢٠٢٤م. عرض الطرف الثاني بتاريخ ****\٢٠٢٤م. وفي حالة وجود تناقض بين العقد وأحكام وثائق العقد، فإن العقد ثم كل وثيقة متقدمة تسود على الوثيقة التي تليها في الترتيب الوارد في هذه المادة.	Article 7: Contract Documents This Contract consists of provisions stated herein and, in addition, to the terms and conditions stated in the following documents, which shall be deemed integral parts of this Contract: Second Party's Legal documents. The Company's General Terms and Conditions. REQUEST FOR PROPOSALS. Dated on **/**/2024 And Second Party Technical Proposal on Financial proposal dated **/**/2024, In case of contradiction between the Contract and the provisions of the Contract documents, the Contract then each document prevails upon the one that follows it in the order indicated in this article.
المادة الثامنة: العقوبات إذا تأخر الطرف الثاني عن إتمام العمل وتسليمه كاملا في المواعيد المحددة ولم تقم الشركة بإنهاء العقد فيلتزم الطرف الثاني بدفع	Article 8: Sanctions If the Second Party is late for completing the work and delivering it in full on the specified dates and the

تعويض عن المدة التي تأخر فيها عن إتمام أو إكمال العمل، وتحتسب الغرامة على النحو التالي: ربع متوسط التكلفة اليومية عن كل يوم تأخير في مدة الخمسة عشر يوما الأولى (١-١٥ يوم). نصف متوسط التكلفة اليومية عن كل يوم تأخير من مدة الخمسة عشر يوما التالية للمدة أعلاه (١٦-٣٠ يوم). ج-كامل متوسط التكلفة اليومية عن كل يوم تأخير بعد مدة الثلاثين يوما (يعد ٣٠يوم). لا يجوز أن يتجاوز مجموع الغرامة نسبة ٢٠٪ من قيمة العقد.	company did not terminate the contract, the Second Party is obliged to pay compensation for the period in which the completion or completion of the work is delayed. The fine shall be calculated as follows: A quarter of the average daily cost for each day of delay in the first 15 days (1-15 days). Half the average daily cost for each day of delay of the fifteen days following the above period (16-30 days). Full daily average cost for each day of delay after 30 day (30 days). The sum of the fine shall not exceed 20% of the value of the contract.
المادة التاسعة: الملكية الفكرية تعتبر المستندات المعدة والمقدمة من الطرف الثاني حق ملكية فكرية للطرف الأول.	Article 9: Intellectual Property All documents prepared by the Second Party in the course of performing the work shall be the propriety right of the First Party.
المادة العاشرة: الاختصاص القضائي والقانون الواجب التطبيق يخضع هذا العقد طبقاً لأنظمة المملكة العربية السعودية وأي خلاف أو نزاع قد ينشأ بين الأطراف يتم تسويته بالطرق الودية ما أمكن، فإن تعذر ذلك يُصار إلى حله عن طريق جهات الاختصاص القضائية بمدينة الرياض حسب الأنظمة واللوائح المتبعة في المملكة العربية السعودية.	Article 10: Jurisdiction and Governing Law This Contract shall be governed by the laws of the Kingdom of Saudi Arabia and any dispute that may arise between the Parties and which cannot be settled amicably shall be referred to the competent authorities in Riyadh according to the laws and regulations in the Kingdom of Saudi Arabia.
المادة الحادية عشر: النسخ والتواقيع	Article 11: Copies and Signatures

Public - عام

حُـرر هـذا العقد من نسـختيـن أصليتيـن وباللغتين العربية والانجليزية وتـمّ التـوقيـع عليهما من قبل الأطراف يوم **** الموافق ** / **/٢٠٢٤م، 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.	The Parties have signed this bilingual /2024G, in Riyadh in **/**Contract on 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.
الطرف الأول الاسم: خالد القريشي صفته: الرئيس التنفيذي التوقيع: التاريخ: **/**/٢٠٢٤م الطرف الثاني الاسم: **********_*	First Party Name: Khaled AlQureshi Chief Executive Officer Title: Signature: Date: */**/2024 Second Party Name: **********
صفته: مفوض التوقيع: التاريخ: **/**/٢٠٢٤م	Title: authorized Signature: Date: **/**/2024

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.

Public - عام

7.5 **Confidentiality**

7.5.1 The CONTRACTOR covenants and undertakes:

(a) to keep confidential all CONFIDENTIAL INFORMATION.

(b) not to disclose any CONFIDENTIAL INFORMATION to any person other than the CONTRACTOR's Personnel who need the information in the proper performance of the Services (subject always to the provisions of Clause 7.5.1(c), or as required by law, or otherwise with the prior written consent of the COMPANY.

(c) that where the CONTRACTOR discloses any CONFIDENTIAL INFORMATION to the CONTRACTOR's Personnel in accordance with Clause 7.5.1(b), the CONTRACTOR shall in advance of such disclosure first make any such CONTRACTOR's Personnel aware of the terms of this clause 7.5.

(d) not without the specific prior written consent of the COMPANY to disclose any CONFIDENTIAL INFORMATION to any person (including without limitation any bidder, potential bidder or other market participant) regarding the status of any project, tender or potential project or tender or any decision taken or possible decision to be taken by the COMPANY in connection with any project or tender, other than as expressly authorised by the COMPANY as part of the applicable formal tender process;

(e) establish and maintain effective security measures to protect the CONFIDENTIAL INFORMATION against unauthorised access, use, copying or disclosure.

(f) to immediately notify the COMPANY of any unauthorised access to, use or disclosure of the CONFIDENTIAL INFORMATION; and

(g) to comply with any direction from the COMPANY in relation to the protection of the CONFIDENTIAL INFORMATION.

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

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

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

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

8.0 WARRANTIES AND REMEDY OF DEFECTS

8.1 The CONTRACTOR warrants that it shall perform the SERVICES in a professional manner and in accordance with best international standards and practices and in accordance with the timeframe set out in this CONTRACT. The CONTRACTOR shall promptly notify the COMPANY in writing if any instruction or revision to the SERVICES affects CONTRACTOR’s ability to meet the warranties made herein.

8.2 If at any time prior to or within one (1) year after completion of the SERVICES it is discovered that the SERVICES or any part thereof was not performed by the CONTRACTOR in accordance with the obligations under this Paragraph 8.1 the CONTRACTOR shall perform remedial SERVICES at the COMPANY's direction and at the CONTRACTOR'S own expenses necessary to correct the deficiency of the SERVICES. Should the CONTRACTOR fail or refuse to perform such corrective

SERVICES, the COMPANY, at its option, may perform itself, or through others, some or the entire corrective work and charge the cost thereof to the CONTRACTOR. Neither the COMPANY's failure to discover defective work, approval of such work or any portion thereof, nor payment to CONTRACTOR shall excuse CONTRACTOR from its obligations under this warranty.

9.0 RISKS DISTRIBUTION BETWEEN COMPANY AND CONTRACTOR

9.1 The CONTRACTOR shall be responsible for and shall release and hold harmless the COMPANY and the personnel or agents of the COMPANY, from liability resulting from loss of, or damage to, the CONTRACTOR's or SUBCONTRACTOR's tools and equipment whether owned or rented and wherever located, which are used or intend for use in performing the SERVICES.

9.2 The CONTRACTOR shall compensate the COMPANY for loss of, or damage to, the COMPANY's or any third party's property, which results from the negligence or wilful misconduct of the CONTRACTOR or its SUBCONTRACTOR in the performance of the SERVICES.

9.3 The CONTRACTOR shall indemnify and hold harmless the COMPANY and its personnel or agents or any of them (hereafter individually and collectively referred to as "INDEMNIFIED PARTY") from claims, demands and causes of action asserted against the INDEMNIFIED PARTY by any person (including, without limitation, the CONTRACTOR's and the INDEMNIFIED PARTY's employees, the SUBCONTRACTOR's and employees of such SUBCONTRACTORS and any other third party) for personal injury or death and for loss of, or damage to, property to the extent resulting from the negligence or wilful misconduct hereunder of the CONTRACTOR, the SUBCONTRACTORS of the employees or agents of any of them.

9.4 The CONTRACTOR shall indemnify and hold harmless the COMPANY from any and all claims, losses, expenses, and damages arising from, or related to, any criminal misappropriations or misapplication by any of the CONTRACTOR's personnel of any property, whether tangible or intangible, occurring during the course of, or in connection with, the performance of the SERVICES.

9.5 The CONTRACTOR, its agents and SUBCONTRACTOR's shall not be liable to COMPANY nor shall the COMPANY be liable to the CONTRACTOR, its agents and SUBCONTRACTORS, for any consequential damages, including but not limited to loss of profit or products whether such liability is based or claimed to be based upon any breach of either party's obligations under the CONTRACT, or whether such liability is based, or claimed to be based, upon any negligent act or omission of a party, its personnel, agents, appointed representatives, or any of the SUBCONTRACTORS.

9.6 The maximum CONTRACTOR liability shall be equal to the total fee payable.

10.0 SUSPENSION OF SERVICES

10.1 The COMPANY may at any time suspend performance of the SERVICES, or any part thereof, by giving the CONTRACTOR fourteen (14) days' prior written notice specifying the SERVICES to be suspended and the effective date of such suspension. The CONTRACTOR shall cease all activities on suspended SERVICES on the effective date of suspension but shall continue to prosecute any unsuspended SERVICES. The CONTRACTOR shall take all actions necessary to maintain and safeguard the suspended SERVICES. The COMPANY shall not be liable for loss of anticipated profits of for any damages or any other costs incurred with respect to suspended SERVICES during the period of suspension but shall be entitled to issue an invoice for a fair proportion of any payment milestones that was requested by SWPC to be initiated and have been partially completed at the time of suspension.

10.2 The COMPANY may, at any time, direct the CONTRACTOR to proceed with all or any part of the suspended SERVICES by giving fourteen (14) days' written notice to the CONTRACTOR specifying the part of SERVICES to be resumed and the effective date of the resumption. Suspended SERVICES shall be promptly resumed by the CONTRACTOR after receipt of such notice.

10.3 In the event that SWPC does not make prompt payment of any payment milestone (in accordance with the terms), the CONTRACTOR may serve notice on SWPC to

remedy such payment default. If the relevant payment default has not been remedied within thirty (30) days, the CONTRACTOR shall have the right to suspend the performance of the WORKS.

11.0 TERMINATION AT THE COMPANY'S CONVENIENCE

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

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

11.2 Should the COMPANY terminate the CONTRACT, any SUBCONTRACT, any portion of the SERVICES or any portion of the SERVICES performed under any SUBCONTRACT in accordance with either Paragraph 11.1 or Paragraph 11.2, the CONTRACTOR shall, or shall direct any SUBCONTRACTOR to, stop performance of the SERVICES involved on the effective date of termination.

11.3 The CONTRACTOR shall submit, or the CONTRACTOR shall procure that its SUBCONTRACTOR shall submit, to SWPC all supporting documents in evidence of the costs incurred in consequence of termination. Upon receipt and verification of the CONTRACTOR's invoice and all supporting documents, the COMPANY shall, in full and final settlement of its obligations hereunder, pay the CONTRACTOR all amounts due and payable for the SERVICES performed up to the effective date of termination, including a fair proportion of any payment milestones that was requested by SWPC to be initiated and have been partially completed at the time of termination.

12.0 TERMINATION BY COMPANY FOR CAUSE

12.1 Should the CONTRACTOR commit a material breach of the CONTRACT or the GENERAL TERMS AND CONDITIONS, including, for sake of clarity, any material delay, the COMPANY may demand in writing full corrective action. If within thirty (30) days thereafter the CONTRACTOR fails to remedy the breach, the COMPANY may at any time during the continuance of the breach, and without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the CONTRACT, direct the CONTRACTOR to terminate any SUBCONTRACT, any portion of the SERVICES or any portion of the SERVICES performed under any SUBCONTRACT by giving the CONTRACTOR notice to that effect. Should the CONTRACTOR commit an act of bankruptcy or seek legal or equitable relief for reasons of insolvency, or become unable to meet 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

****

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).