

DUPLICATE ORIGINAL

ITC MANPOWER SUPPLY CONTRACT

CONTRACT NO. 4400015677

This Contract is made and entered into effective as of the 10 day of Jumada "I 1443, corresponding to the 14 day of December 2024, and, unless terminated sooner as provided for herein, shall continue in effect through the 13 day of December 2024.

Base CONTRACT Duration :36 Gregorian Months from Contract Signing Date.

by and between

SAUDI ELECTRICITY COMPANY
Kingdom of Saudi Arabia, ("COMPANY"),
represented by Abduljabbar S. AlJabarti, as
Contracting Department Manager -Western

SAUDI BUSINESS MACHINES LIMITED
having offices in Jeddah , Saudi Arabia,
Commercial Registration Number 4030027340,
issued at Jeddah on 29/01/1401, VAT
Registration Number 300155265600003,
represented by Sami Ali A Aljafali as
General manager

The Parties hereby agree as follows:

1. WORK to be performed by EMPLOYER:

Provide the sourcing support expertise
for ITC works in accordance with
Schedule "B" hereto:

CONTRACTNO. 4400015677

2. Location of WORK:

All Operating Areas..Saudi Arabia

3. CONTRACT Price expressed in words and figures (Exclusive of VAT): (This price is subject to change in accordance with the terms and conditions of this CONTRACT.)

As per the Unit Rates set forth in Pricing Attachments to Schedule "C" of this CONTRACT

4. Bank Guarantee

4.1 Bank Gyarantee (Performance

B.2.ruU: (EMPLOYER will extend the expiration date of this Bank Guarantee if the term of this CONTRACT is extended in accordance with the terms and conditions of this CONTRACT.)

a. To guarantee the successful performance of the WORK, EMPLOYER has submitted the following Bank Guarantee, which by reference is made an integral part of this CONTRACT:

Number: 8284209
Dated: 07/12/2021
Issued By: <ij~1 ~i~l oilrl
Amount: 937,500.00 SAR

b. EMPLOYER agrees to keep this Bank Guarantee valid throughout the duration of this CONTRACT and throughout the warranty period indicated in Paragraph <18>, Warranties and Remedy of Defects, of the General Terms and Conditions, Schedule "All of this CONTRACT.

CONTRACTNO. 4400015677

5. Insurance:

EMPLOYER shall carry and maintain the following insurance policies in accordance with Paragraph <10>, Insurance, of the General Terms and Conditions, Schedule "A" of this CONTRACT:

5.1 Comprehensive General Liability Insurance:

SAR 10 Million anyone occurrence. The CGL policy should include the Cross Liability Clause and cover for sudden and accidental pollution. SEC consider as Third Party (TP)

5.2 All Risk Insurance:

All risk for total contract value plus 10% and all equipment's they are operating ,including the material, works , equipment's necessary to execute the project, , and the liability of the insurance company has to be the actual amount to repair / and or replace the damage equipment's, and worked up on and completed work plus inland transit, (each and any loss) and the maximum amount has to be the

5.3 Medical Insurance

Standard cover as per Council of Cooperative Health Insurance (CCHI)

5.4 Automobile Insurance

All the vehicles used by the contractor for this contract should have standard motor vehicle insurance as per Saudi Central Bank (SAMA)standards, SR 10 Million as Third Party Liability (TPL) and extended to cover personal accident

5.5 Digital Information Technology Cyber and Professional liability Insurance

5% of contract value, with a minimum discovery period of 3 Years. To cover Privacy, Network security and Media Liability with cyber extortion, data loss and Business Interruption cover including incidental response cost.

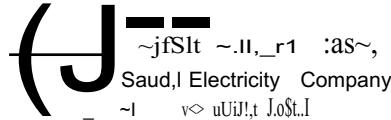
:t....WI A....rJ~1 ~ J...W u;....l:i ' 0
~1_..Jl ~I .II.JJ " ;J.l.h.. (/1 Jlt! u~ 10
~j~ W=...i Jl ~y;ll ~_L..JI d~IJ
~, JU..ILUllU_'. ,l;w,z.... d..ilix;ll
~ yJl 0 _J:lb..ll.J"
~1j""";bS.fo:i ~~~I ~y>

).).hi.~I JS ~I:i ~_o
~I d~IJ ~I_...ll";bl:..Jl ~AS r.).lo;~ ~
JL..c..~I ..1..iHj t} t., , ~ Al
ul~J ' tJ_p.J1 ~ t.v)J1 d~IJ
/ r..F:!! ~1..1..c^ D..A \..ill AS .Y", JJ'''A u.r~
JL..s:J folJl J..IJ ' Ul:..ll WI..la..qIJ,U..u\1
~IJ JS , ~I..III JIll-! ~L...o)~ J..IJ
JA ~~I t4J1 ufo ul~J (•.t...:..
..JW1 d..4 r.)o % " •

~1~I:i..ll 1"0
uk.Jl c.J"4....] • ..l>...].l~_,Jl.bJY!> y...
~..ll..koo.S.~J\..tjjl~1

1.14S.Jo4o1 ~I:i f_o
W=...i J.i,J1 U:....14>' ~II..Jl.)~\ ~
l..J..j1 y:... ~sll ~ ~ J.i,J1 ~
~ ~ (L.h..) r..1..l" ..rl\1pyJl ~I
W..J ~I O..ll..l' u.wl U.._.;..';1..
.r..1..l~ Jlt! u~ , . ~I J...;;

Jaj ~ JWJS'I O..loC" ' .u.,J1 ~ c)A/. o
c)Ai,~I~dy....j~
j~1 C" ~>u:~1 ~j;..Jl j ~I
L.Y..,lj ~ j 1...:..tLiWl0lillj ~j..J..~(.'~
~~~| a.aAi 1!J~ J ~ JLc~1



CONTRACTNO. 4400015677

t t ... 1 0' VV : ~J ~

- 5.6 EMPLOYER will extend the term of the insurance policies if the term of this CONTRACT is extended in accordance with the terms and conditions of this CONTRACT.

The insurance coverage's listed are the minimum coverage's required to be arranged under this contract. Should any loss or damage occur for which the contractor is responsible, the contractor shall be liable for the full amount of the loss including the amounts in excess of the company's insurance limit, the excluded portions of the claims and including the amount of any deductible specified in the insurance policy.

Jl... ~ L-<.J1~.J-J! .ft ~ '4o\_...l1 (~ '1\_0  
.bJ;J, J rIS...l~ ~mJ ,.liJ1 ~ J..l.4i f  
.liJ1~

~Ull ~l ~ ~ Li~..IWA \.lob ~  
dJb- j .a:~1 ~\ o" J;~l ..l:>dJ4:i  
Li~ J,9~11 J,9 0" Jpo 1,91)l...u..>l:?'ll..l,9..b-  
j 4:' >|L...;JJ Jo~1 ~1 j J,4li ~ y.....0  
as.;iJ~aw1\_(r.-'lhH..> j,9~ ~l ~lt-oJl cll~  
tl~ ,9 ~ltJlk.J1 0" o~ll'~~l,9 ,  
(r.-'WI d.¥,9 J o...)b..oJtI

## 6. Extension of CONTRACT Term

- 6.1 The Parties agree that the initial term of this CONTRACT set forth on Page 1 of this Signature Document will automatically be extended by one (1) Gregorian year unless no later than thirty (30) calendar days before the end of the initial term COMPANY notifies EMPLOYER in writing that it does not wish to ptppn thic: r.)NTRA,T\_

I~ ~t...Ml s.l...ll Ul u-lc ul.!):ll J!1J;l  
~J U.- \ tJ.) t.,;,...,J1 .} ~I ,.liJ1  
( ) ~ s.l...l~ISl: i M.s W\_ " ,~ ~jill  
'40\_...ll ~ ylli \_h;:i r-| L ,0.l>J ~  
~l..! U.- ~\_ii L,Jl (1") ~ J,S ~us  
.liJ1 111J,l.4i} 41!CJ (~ T..l.4i (,ii

- 6.2 The same terms and conditions of this CONTRACT including the CONTRACT Price shall apply to such extension.

~Lli:jl .l,lLo...l.l1\_.j.:U ~ (,i~ "J  
~ o,jl\_ "J1 .bJ;:JJIJ (,L.S....)t1~  
'....fo ,iIj ~ ~ ,liJ1 \11.O- "I" JJ~\  
.ll...J\

7. CONTRACT Documents:

- 7.1 This CONTRACT consists of this signed document (herein referred to as "Signature Document") and the following documents and all referenced drawings, standards, specifications and documents (if any), arranged according to their order of precedence in resolving any inconsistency or conflict between their provisions:
- 7.1.1 Attached Minutes of Bid Clarification Meeting(s) held on eN/A)
  - 7.1.2 COMPANY's Post-Bid Clarification Letters listed in Schedule "B" of this CONTRACT
  - 7.1.3 EMPLOYER's Responses to COMPANY's Post-Bid Clarification Letters listed in Schedule "B" of this CONTRACT
  - 7.1.4 COMPANY's Pre-Bid Clarification Letters (COMPANY's Answers to Bidders' Questions) listed in Schedule "B" of this CONTRACT
  - 7.1.5 Addenda to COMPANY's Bid Documents listed in Schedule "B" of this CONTRACT
  - 7.1.6 Schedule "A" of this CONTRACT - General Terms and Conditions
  - 7.1.7 Schedule "B" of this CONTRACT - Scope of Work and Technical Provisions
  - 7.1.8 Schedule "C" of this CONTRACT - Contract Price and Payment Provisions
  - 7.1.9 EMPLOYER's Commercial Proposal dated 21/10/2021
- 7.2 The above referenced schedules and any attachments to those schedules and all referenced documents shall be considered an integral part of this CONTRACT.

~l.b.ll ~ji wl.cW;.1 y.;.b... \ - \V  
( ~ '1) t) w.lic \_;ill :W\_.Jl

L)A;..A4ll ~\_\_ vfi wwl..b.;Jl  
4.;J..JJJ ~Lb.ll f;l.li:i.Ai 4S\_.JJJ  
-IW1 I~ LIA "y" JJ~I t)  
w4l...b.;Jl)c. ~\_.JI .J.I.;  
.Ai ~\_.JJI LIA •;~i ~\_jJ1  
JJ~I ~ 4.;.w1 ~Lb.ll ~  
-IW1 I~ LIA "y"

~l.kll wl..ll..w ~! d.i"m":)l1 o\_\v  
t) 4.;.J..JJJ 4S\_.JJJ LIA s;~I  
-IW1 I~ LIA "y" JJ~I

-IW1 I~ LIA "i" JJ~I  
GWI ..bj~IJ l"IS\_,"V

J..b.i -IW1 I~ LIA "y" JJJ....;....l1 V-\V  
4W1..bj~IJ J.....,Jl

~ --IW1 I~ LIA "1:" JJJ....;....l1  
t-i.ul..bj~ J ~I

t) (.;J.J1 ~\_.ll JWI ~1...b.J1 'I-\V  
'f. nn ./,Y1

~ wLW..l....;l" .~ lL;..y.J1 J"l.l...;J1 ..>+W T- V  
J"lJ.;J1 .ll;i ~ 4;ll(.u....J\l~1 ~" ,J"l~I  
..i...l1~ lJA ly...y 'I -fi. wt:i;J.J1,,l

CONTRACT NO. 4400015677

#### 8. Notices:

All notices, authorizations and approvals pertaining to this CONTRACT shall be in writing. All notices between the Parties shall be sufficient when delivered in person or sent by fax, or by certified or registered mail, to the appropriate address as follows:

1.:.'L...i.iL\_...JlJ 1.:L\_•~\_..i...i.JIJ wl.)L.....Jjll L....!LS  
 .4.l....i.Su\_..\_s....Jul~.L.i....JII~;i  
 Ij) ~LS LJ....!-!\_-hIO:-H wl.)~jll ~)-!-1.a....JJ  
 :i.....b...1J~L...J! JI1 I ~~o~~ ~~o~~ ~~o~~ J L ~ L....  
 ul\_..\_kl-) J-,;.....Ll...;l,>+ll t....h...1J! Ji ~WI  
 :~L...S~I

#### COMPANY:

The Manager, ITC Planning & Projects  
Department IT and communications

Central Operating Area

Saudi Electricity Company

P.O. Box 22955

Riyadh 11416  
Kingdom of Saudi Arabia

E-mail: [AlSheikh@se.com.sa](mailto:AlSheikh@se.com.sa)

~.)W:....|t~| •.)|) .J!!JA.J:!.A  
w\i..-J"iJ d ...\_t.....llt,Wi

~)I JL.co l:uhl..  
 l'y~ ~.l~1 ;i,S~1  
 'I"l"100 .Y(..)<>  
 , , f " Ifoy)1  
 ~.l~1 ~yJl t..s...L.....1  
[AlSheikh@se.com.sa](mailto:AlSheikh@se.com.sa) :~J.fo.jll Jj\_>J1

#### EMPLOYER:

General Manager

Jeddah Al-Madinah Road Al-Jaffali Building  
P.O. Box 5648 Jeddah 21432  
Jeddah  
Kingdom of Saudi Arabia  
Fax No. 0138829898  
E-mail: [mkasas@sbm.Gom.sa](mailto:mkasas@sbm.Gom.sa)

I"WI.J:I.JI

J\4.I1 ~ ~J.JI lily., .~  
 " fn ~ 5648 .Y(..)<>   
 ~.l~1 ~yJl:i S J .. J1  
 •,rMT"IAIA :~U  
[mkasas@sbm.com.sa](mailto:mkasas@sbm.com.sa) :~J.fo.jll Jj\_>J1

CONTRACT NO. 4400015677

t t \*\*\* , ~\VV ~) ..l&

IN WITNESS WHEREOF the Parties have executed this CONTRACT in duplicate, intending each duplicate copy to serve as an original, effective as of date set forth on the first Page of this Signature Document.

SAUDI ELECTRICITY COMPANY  
(COMPANY)

p.LT.J-4S-U t;J~1 Uy.!...ll  
(t.s~l)

Signature:

-----CD-----

Name: Abduljabbar S. AlJabarti  
Contracting Department Manager  
Title: Western  
Date:

J..jiaJlo)J!..;..l.4 :~)l  
|C!^~ \c..\\ \~ 'V'f :tc-uW1

EMPLOYER:

Name:  
Title:  
Date:

Witness: ..uw.

Signature:

Name:

Witness:

Signature:

Name:

-7--

SCHEDULE "Au

CONTRACTNO. 4400015677

G.ENERAL TERMS AND CONDITIONS  
TABLE OF CONTENTS

| Para.<br>No. | TITLE                                                                           | Page<br>No. |
|--------------|---------------------------------------------------------------------------------|-------------|
| 1.           | DEFINITIONS                                                                     | A-I         |
| 2.           | GENERAL OBLIGATIONS OF EMPLOYER                                                 | A-2         |
| 3.           | CONSULTANT                                                                      | A-4         |
| 4.           | WORK REVIEW BY COMPANY                                                          | A-S         |
| 5.           | SAFETY AND LOSS PREVENTION REQUIREMENTS                                         | A-S         |
| 6.           | COMPANY's GENERAL OBLIGATIONS                                                   | A-S         |
| 7.           | TITLE TO TECHNICAL DOCUMENTATION, DESIGNS, CONFIDENTIAL INFORMATION AND PATENTS | A-6         |
| 8.           | WARRANTIES AND REMEDY OF DEFECTS                                                | A-7         |
| 9.           | DISTRIBUTION OF RISKS BETWEEN COMPANY AND EMPLOYER                              | A-7         |
| 10           | INSURANCE                                                                       | A-8         |
| 11.          | SUSPENSION OF WORK                                                              | A-9         |
| 12.          | TERMINATION AT COMPANY CONVENIENCE                                              | A-I0        |
| 13.          | TERMINATION BY COMPANY FOR CAUSE                                                | A-II        |
| 14.          | SETTLEMENT OF CLAIMS AND DISPUTES                                               | A-12        |
| 15.          | Zakat, Value Added Tax (VAT), GOSI and Labor Office CERTIFICATES                | A-13        |
| 16.          | TAXES and Duties                                                                | A-14        |
| 17.          | FORCE MAJEURE                                                                   | A-14        |
| 18.          | Bank Guarantee                                                                  | A-1S        |
| 19.          | VALIDITY OF COMMERCIAL REGISTRATION                                             | A-16        |
| 20.          | PUBLICITY RELEASES                                                              | A-16        |
| 21.          | CONTRACT LANGUAGE                                                               | A-16        |
| 22.          | GENERAL PROVISIONS                                                              | A-16        |
| 23.          | Penalty for Failure to commit to Local Content plan                             | A-16        |
| 24.          | SPECIAL TERMS AND CONDITIONS                                                    | A-16        |

|             |                                                                                                                                       |             |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------|-------------|
| $\hat{a}^J$ | $w_{i,-..L..o..J1}$                                                                                                                   | $OJjj\_II$  |
| , -I        | $w \sim$                                                                                                                              | - <b>I</b>  |
| "-l         | $--4_{,...ll} \sim WI$                                                                                                                | - <b>ll</b> |
| i-l         | $t..i^{\prime}\sim'11$                                                                                                                | - <b>r</b>  |
| 0_1         | $A..S..I \quad J+i \triangleright -" -I \quad \sim lJA$                                                                               | - <b>t</b>  |
| 0_1         | $rjL_{,...:J+} \quad J \sim :i.....J1 w1 \quad ! I b \quad i ..$                                                                      | - <b>0</b>  |
| 0_1         | $U_{,...tJ} \sim WI \quad w1-lj..i..lJ1$                                                                                              | - <b>i</b>  |
| i-I         | $wl \sim I..HJ \sim _;....JI \quad wL...._..L....JIJ f'''':l-''L.....4HJ1 \quad wi, \quad i; \quad w \quad 4S-Lo$<br>el..rl'll        | -V          |
| v-l         | $y \sim 1 \quad c:)l."."IJ \quad wLl1.....:l$                                                                                         | -A          |
| v_1         | $L..i..l_{,...J1} \quad J \quad U \sim l' \quad \sim . \quad wL.....WJ1_{C-l..fJ..l}$                                                 | -`          |
| A-I         | $IJ-+Ho\backslash WI$                                                                                                                 | - , .       |
| '-1         | $\sim Iul...i.;l$                                                                                                                     | - " "       |
| , .-1       | $U \sim I \quad .JW!ll..l..i.aJ1 \quad \sim I$                                                                                        | - !!!       |
| "-1         | $\sim \quad U \sim I \quad \sim 4l \triangleright -" \quad ..l..i.aJ1 \sim l$                                                         | - , r       |
| "-l         | $w \sim \quad j \sim l \sim JIJ \quad wL,JLb...J1 \sim$                                                                               | -H          |
| , r -l      | $J-J11....liS....J \sim l..i:..11 \quad d!!i \sim GII \quad J \quad 4.i \sim I4....iil1. \quad \sim ..J. \quad r.tSjll \quad wb \sim$ | - 0         |
| , i-I       | $I'''",)IJ \quad y.iIy;J1$                                                                                                            | - 'i        |
| H-I         | $r...)AWIr.\sim l$                                                                                                                    | -W          |
| , 0_1       | $\sim I \quad wLc....;J1$                                                                                                             | - , A       |
| , i-I       | $(\$J4=-i-l1 \sim I \quad \sim$                                                                                                       | - `         |
| , i-I       | $\sim \sim Iwl \sim$                                                                                                                  | - "         |
| n-l         | $.l..i..aJ1$                                                                                                                          | - n         |
| , i-I       | $\sim I \sim I$                                                                                                                       | - n         |
| , i-I       | $\sim I \quad ("G \sim I \quad U"Y! \sim \sim rJjl'll \sim \quad J6..) \quad wl.I_i.II$                                               | - "r        |
| , i-I       | $4.....L... .bJ \sim J \quad f \sim l$                                                                                                | - H         |

(~I L..iIyI..! ~ 1 oJ.a~l4lil1 JJclJl~LA.l.i. -"|" Jj4J1  
(~,• on J.,r.~

GENERAL TERMS AND CONDITIONS1. DEFINITIONS

The following words and expressions used in the CONTRACT shall have the meanings hereby assigned to them, except where the context requires otherwise:

- 1.1 **AMENDMENT** means any alteration in the CONTRACT signed by both Parties.
- 1.2 **COMPANY** means Saudi Electricity Company.
- 1.3 **COMPANY REPRESENTATIVE** means a party or parties duly authorized by COMPANY to act on behalf of COMPANY, with whom EMPLOYER and CONSULTANT will coordinate CONTRACT activities and may consult at all reasonable times, and whose instructions, requests and decisions shall be binding on COMPANY as to all matters pertaining to the CONTRACT.
- 1.4 **CONSULTANT** means EMPLOYER's employee(s) charged with performing the In-Kingdom WORK under the CONTRACT.
- 1.5 **CONTRACT** means the agreement between and signed by EMPLOYER and COMPANY for the performance of the WORK including the covering Signature Document, this Schedule "A" - General Terms and Conditions, and Special Terms and Conditions, if any, Schedule "B" - Scope of Work and Technical Provisions, and Schedule "C" - Contract Price and Payment Provisions, and any AMENDMENTS thereto.
- 1.6 **EMPLOYER** means the firm, company or establishment whose bid for the WORK has been accepted by COMPANY and is named as such in the Signature Document, and includes the EMPLOYER REPRESENTATIVE, successors and assigns.
- 1.7 **EMPLOYER: REPRESENTATIVE** means a party duly authorized by EMPLOYER to act on its behalf, with whom COMPANY may consult at all reasonable times, and whose instructions, requests and decisions shall be binding on EMPLOYER as to all matters pertaining to the CONTRACT. EMPLOYER REPRESENTATIVE may, but need not be, a CONSULTANT.
- 1.8 **Gross Negligence** means any act or omission on the part of the COMPANY or EMPLOYER which implies a deliberate, conscious, willful or reckless disregard of any consequences of such act or omission, and shall be deemed to include any deliberate, conscious, willful or reckless disregard of any contractual obligations under this CONTRACT (and/or placement in a position of inability to perform such obligations) and of the harmful consequences to the physical well-being, property or economic well-being of any person.
- 1.9 ~ means COMPANY or EMPLOYER individually; and "Parties" means COMPANY and EMPLOYER collectively.
- 1.10 **Signature Document** means the document signed by the Parties recording the terms of the CONTRACT between COMPANY and EMPLOYER, and listing the CONTRACT documents forming part of the CONTRACT arranged according to their order of precedence in resolving any inconsistency or conflict between their provisions.

~J.....J|? -,

LoGJU-11    .,...JL.t.....,l|...J1 ..,J ~I    ~ ,~I    w1..lh.aollJ w~  $\geq \sim^{(J\sim)}$  m<sub>L;.</sub> > ~ r|

.J|i...J| )is. -!i.i<sub>ef0j</sub> ~l    ~ 1 ~ I.l. ~ ~ ~ j / cll<sub>qj;</sub> ~    "J;JLjI    ,.

---

1.\n (~I    ml|... ~1    OLLHOOKOOL LIGHTING~LJ.i.    \_r'lh JJ411  
 (~T • " J....;|~



- 1.11 "Willful Misconduct" means an intentional and wrongful act, or an intentional and wrongful omission of some act, in either case with the intent to inflict damage or injury.
- 1.12 "WORK" means all the work to be performed and services to be provided by CONSULTANT pursuant to the CONTRACT.
- 1.13 "WORK SITE" means all locations at which CONSULTANT performs any portion of the WORK.
- 1.14 "Value Added Tax (VAT)" means a tax imposed by the government of Saudi Arabia on Goods and Services in accordance with the Saudi Arabia Value Added Tax Law and its Implementing Regulations, as may be amended from time to time.
- 1.15 "Goods" means all materials and equipment (including spare parts and special tools and test equipment) for the PROJECT, as specified in the Pricing Attachment to Schedule "C", which shall be supplied by CONTRACTORpursuant to the CONTRACT.
- 1.16 "Services" means the engineering and design, construction and installation, testing and commissioning, and other services specified in the Pricing Attachment to Schedule "C", which shall be performed by CONTRACTOR in connection with the Goods pursuant to the CONTRACT.
- 1.17 "Tax Invoice" means an invoice issued by CONTRACTOR to COMPANY, Arabic Language, in respect of the taxable Goods and Services under the CONTRACT in accordance with the requirements of the Saudi Arabia Value Added Tax Law and its Implementing Regulations. Also, it is an invoice which entitles COMPANY for VAT purposes to a tax credit in compliance with the provisions of the relevant Saudi Arabia Value Added Tax Law.
- 1.18 "General Authority of Zakat and Tax" The desinagnated government agency that is responsible for managing, collecting and enforcing the relevant tax Law and its Implementing Regulations.

#### 1.19 Interpretation

In the CONTRACT,except where the context requires otherwise:

- i. Words indicating one gender include all genders;
- ii. Words indicating the singular also include the plural, and words indicating the plural also include the singular;
- iii. Provisions including the word "agree", "agreed" or "agreement" require the agreement to be in writing; and
- iv. "Written" or "in writing" means handwritten, typewritten, printed or electronically made, and resulting in permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of the conditions.

#### 2. GENERAL OBLIGATIONS OF EMPLOYER

EMPLOYERshall, in accordance with and subject to the terms and conditions of the CONTRACT, and, in particular, in conformity with Schedule "B", perform its general obligations, which include, but not limited to the following:



2.1 Provide CONSULTANTS

Employ and provide qualified and experienced CONSULTANTS to perform the WORK described in Schedule "B" under the direct supervision of COMPANY, in accordance with the specifications and standards set forth or referenced therein.

2.2 provide Logistics

Except as otherwise provided in Schedule "B", provide computer equipment, computer programs, technical aids, office supplies, materials, tools, equipment, and all things required to perform the WORK.

2.3 Obtain Permits and Licenses in EMPLOYER's or CONSULTANT's Name

Obtain all permits, licenses and other governmental, municipality or other authorizations which must be obtained in EMPLOYER's or CONSULTANT's name and which are required and necessary for the performance of the WORK.

2.4 Obtain COMPANY Identification Cards

Immediately after signing the CONTRACT, EMPLOYER shall fill and submit to COMPANY REPRESENTATIVE a request to issue COMPANY Identification Cards for all employees that will work within COMPANY facilities. Upon issuance of COMPANY Identification Cards, EMPLOYER shall abide by the COMPANY policies and procedures related to Identification Cards (including, but not limited to, cost of issuing and fines for loss of said Identification Cards). EMPLOYER shall also abide by the Saudi Arabia Ministerial Decrees and Government regulations regarding identification cards. EMPLOYER may obtain these decrees and regulations from COMPANY's Industrial Security Department.

2.5 Appoint EMPLOYER REPRESENTATIVE

Appoint one or more EMPLOYER REPRESENTATIVES for the duration of the CONTRACT, who may, but need not be, a CONSULTANT.

2.6 Provide Catering and Accommodation Transportation and Medical Care for CONSULTANTS

Except as otherwise provided in Schedule "B", provide catering, accommodation, transportation and medical care for CONSULTANT.

2.7 Conflict of Interest

2.7.1 EMPLOYER warrants that it did not have a conflict of interest in competing for the CONTRACT as provided in the Instructions to Bidders for Commercial Proposal and shall not have a conflict of interest in executing the CONTRACT.

2.7.2 EMPLOYER may be considered to have a conflict of interest in the execution of the CONTRACT with one or more parties, if any EMPLOYER's director, officer, agent, employee, appointed representative or independent consultant has a conflict of interest in the bidding and award of a subcontract for a portion of the WORK, or a purchase order for supply of material or equipment for the PROJECT. Where any EMPLOYER's director, officer, agent, employee, appointed representative or independent consultant has interest (personal, professional, financial or otherwise), directly or indirectly, in a subcontractor being considered for a subcontract or purchase order for a portion of the WORK under the CONTRACT,

~"lll ~1..liJ H.li:i y - y  
 JjL.....)J ~-~6..!1 ~-~I...HJ 0\*1 **Hili** , "y" J~ ~ ~.m..J.:! t...G.m....y  
 ,J-,!1 ijj:il ~ \_j:)1M~1 J .!la.Jj .!ly~!1 ~J wi ~J. - ~II o.IC.WI 4...ui11  
 c2.)~11 JJ ~."Jl e""i ~JJ f=I...o:rkJ1 J"wall Y- y  
 ~I) ~I) ~foJl **u4ijiiJ**.<! ~.JF.J u=-.)J c;J) L.....I.MIS ~ J~  
 .J-,!1 j~'t d...,j:(')l.I(J} ~:j...'tl Jt ~,...Jl F'y 4:!k J~ Y?!.c,S\_::A\_)~  
 ~1 ~ ~"j.a.s.;Jl ~s~ Je ~I t - Y  
 4; .o: ~.lw~! wu~ .)b ....Jy.U: f:lliJ ~ ..u...!1~ jj J..i Yl.+! ol u.1 \_,.JiU-k  
 ).l.,...,!l.ic.J ,~I ~ c)J ~-I ;!l.>" J=,b J-,!1"bY0Y~ ~I ~Y' ~  
 4i1"l.»JJ ~-I wl)fo. rj...il: ol **yK** , u.1\_,J1 u;~IJ.~! ~I wt+i! WI..~  
**4** ,~I "j JU,Jl ~ u-k, .&J~~~) 4: .o: ~.lw~J wU~ UL..i.J1  
 ~I t.....Jpl wt....Gl JiiJ1\_,J1 ~,...J ~-I \A\_~ ~14J" o: t" w~J~ .....I..  
 ~I J ~.l'J...ll wi J:>..e.n .r...)=t U..J..Y..! I.S..! LoS .(0..~! WI..il..l:...Jb..ii  
 ~J .4 J o: w~ wu~ 4.....WI..l\_,...,JyJl:i.SL...!1 ~fi... U...oyUI  
 ~ ~u.....ll LJ.-o~@).lj LJ.-o~IJ wl)\_~.11 o~ J..+....J..i ~ J\_ ~~~~~|  
 .~I  
ufi"JJ ~ ~ o. Y  
 J.,...,~.ll ~. 0 o: i..Jl ~. 1....i~. ll ~.HI J~!~ J ~. ~ .  
oI...J~ ~1 ~ ~1.2 JJ..IJ ""S...I:II,2~1 ~ ~ H~ Y  
 J,illJ Lfo.....Jl!clhJl w~.J:!!\_.J ,iy' JJ~! ~.ill~ wll ~ ~ La "tm.....y  
 .i\_)~tti ~I ~)IJ  
c|=~1 ~..Jla:i V- Y  
 ~ "-!k o:y-1J1 ~I ~ ~I ~ ~ U:=J .!1..(f:J fl.uy ~.il;\_...!ji; ,.V.."~  
 ufo. u.l4...itJ' .uJ1 ~ J\_.....:JWu...!1 ~ ~LJI wl"u-.!1 ""iW w4la;l1  
 .!W1~J.ic. eL.....Jl oQ\_)ta:i ~  
 wi \_;..bl~ fl ) .l:>J1t" .!W1 ~ ~ ~.il;\_..Jl c,S..! ~I .. U:=Jtai \_;jla; T..V.."~  
 .l:oJ) ,~J) ,~J~.l...o.l) , w..1\_..J1c,S" W..)!L.b~ uLS l~j , J..W1  
 u..sLi:ill,ljc ~I ~ U:=Jai "f:ll, Jf:.... 'i\_)~l).uc ~) ~Y'  
 wl.l.AA .ll\_....l:l:jil"l~>"-1 Jl , J..-..ll t..>"j...;J uJ..411t..>..i.c. "L..j )  
 ) ..u)S,J ~ \_l..... ~I Jl , u.1 \_,Jl c,S..!..!..A 'i~ U~ L.DeJ .tJ~  
 ) ~ Jl ~ ) 4: o: ~W..... Jj:L..... 'i\_)~1 ~ ) ~ )l... Jl ,yil:Y'  
 ~.9iil o\_)~1 ~ 'iJl uJ..41D- J}:WI t" y!i4-a y.p ) y!i4-a ~ ,(ill~y.p  
 r\_j: o!1..i1: \_..Jl ~ ..UJl ~ ~ J..Jl ~ "j.;J "l~ .>"1) uJ..41D- ~  
 ~.uJ1 ~jiJ Uu...!1 ~ ~ U:=J..!..H"JF'~ 'i~1~i14 .b~1 f:~  
 :4:a1..i&,b~ ~IS Wu...!1 UIJ ,,,I~ .>"1) ,uJ..411

(~JJUI ul;J! ~"1 ijC"i;I4III UMJI ~,""JJ. -"I" J!"4J  
 (~.n J.I.J.~

EMPLOYER shall present relevant evidence to COMPANY demonstrating that no conflict of interest has occurred in bid solicitation and award of the subcontract or purchase order, and that competition was fair and transparent.

- 2.7.3 If further subcontracting is authorized under the terms of the CONTRACT, EMPLOYER warrants that its subcontractor shall abide by this provision.
- 2.7.4 EMPLOYER shall promptly report to COMPANY any actual or potential occurrence of conflict of interest.
- 2.7.5 EMPLOYER agrees that any violation of this Paragraph 2.7 shall constitute a substantial breach of the CONTRACT, which without prejudice to COMPANY's right to enforce any other remedy provided by law, COMPANY shall have the right to terminate the CONTRACT for cause as set forth in Paragraph 13 of this Schedule "A", and claim damages including, -for example- but not limited to, any increased costs incurred by COMPANY as a result of such breach.

#### **2.8 Perform EMPLOYER'S Other Obligations**

Perform all other obligations required by the terms and conditions of the CONTRACT.

### **3. CONSULTANT**

#### **3.1 Competent and Qualified Personnel**

EMPLOYER warrants that the CONSULTANT(S) are competent and fully qualified to execute the WORK in the manner and within the time required by the CONTRACT. CONSULTANT(S) shall be able to speak, read and write English and be able to read and interpret drawings, specifications, technical documentation and other relevant documents required for the performance of the WORK.

#### **3.2 Visas for EMPLOYER's -Expatriate Personnel**

EMPLOYER specifically acknowledges its responsibility to adhere to and abide by the Saudi Arabia Government requirements with regards to the issuance of visas for CONSULTANT. Non-Issuance of visas to CONSULTANT by the Saudi Arabia Government for any reason shall not relieve EMPLOYER of its obligation to perform the WORK. CONSULTANT shall obtain the required passports, visas, and permits necessary to gain entrance into, and exit from, Saudi Arabia.

#### **3.3 No Offer of Employment to COMPANY Employees**

3.3.1 CONTRACTOR shall not offer employment to any person who is at such time an employee of the COMPANY without COMPANY's prior written consent.

3.3.2 CONTRACTOR shall not offer employment to any person who was an employee of COMPANY before two (2) years from the end of his service, without COMPANY's prior written consent.

#### **3.4 CONSULTANT's Licenses, Certificates and membership**

When working in the Kingdom of Saudi Arabia, CONSULTANT shall have in his possession all required and properly validated licenses, permits or certificates including membership of Saudi Council of Engineers prescribed by the Saudi Arabia Government or COMPANY Dr by appropriate authority in CONSULTANT's original country as being required and necessary for the

~A.J u.e'''''' ≈41

...b.....!/~ L....9 ~...Jl 4.....fi=JI w~ ~I u-C ~~~ i.l..l,Aj I....L1\_..Jl ...r:!  
~ uJ ~I ~S."1I~ t).A )U:i...Jl wl~t:i ~J r~ 0) ..)~ wl~l:ill  
ol>!...:blJ wljlJl ~.~ 0t ul\_..Jl uk Y-?..!J ,J\_..Jl 2i152"-41Jil·l>" ul\_..Jl  
.~ C!JyJ1J ~I ~yJl ~I ~I J\_...ill ~j)IJi ~) ....:illJ  
~;J1J yili..." III= I-i~J uA,e (P eU14'i1 ",\_,  
w:91 I:u, ~ ufo.~...I uk ~... ~Y;IF- t...Jl...W1 r.A 'is  
,,ill~ ~A~y!Jl ~JA ~ J\_...,Jl ~ \J lSySJ1 t,S.ll:illJA  
t,S.l..L.. J..-: u15. uJ.. ~...I u-k ~J ~l~JC IF- t...Jl... ~ JJtWi rA T.i.i  
W ~ .)~II y~uJ.. ~r~11 U!.. ~I - II 4..i~ ~J ~I ~l~J.. ~ " ~ u~ ~ Y~11  
~ y~ ~II yA .tJ... ~I JA -- ll..ll..

(~J1J lJl..Jl ~1 o.l~1 4111 dliJl ~.:A'''~ -"1" J1411  
(rT' • T , j.l.)l)

performance of those aspects of the WORK to which they are assigned. EMPLOYER shall provide to COMPANY upon COMPANY's request copies of these licenses, permits or certificates.

3.5 **Compliance with COMPANY's Work Rules**

While working in COMPANY's offices, and WORK SITES CONSULTANT shall comply with all applicable work rules and instructions issued by COMPANY for its own employees.

3.6 **Communicable Diseases**

CONSULTANTS shall be physically fit and free from communicable diseases as defined by the Ministry of Health of the Kingdom of Saudi Arabia. EMPLOYER shall immediately inform the COMPANY REPRESENTATIVE upon discovery of any cases of communicable diseases among its CONSULTANTS and the action it has taken in accordance with the Saudi Arabia Ministry of Health reporting requirements.

3.7 **Saudi Arabia's Labour Law**

EMPLOYER specifically acknowledges its responsibility to its personnel pursuant to the Saudi Arabia's Labour Law and of its country, and attests that EMPLOYER shall abide by the instructions and official laws in the Kingdom of Saudi Arabia related to employment of manpower, and that EMPLOYER bears sole responsibility for such.

3.8 **Removal of Unsuitable EMPLOYER's personnel**

EMPLOYER shall, upon the COMPANY's written instruction, remove from the WORK any person employed by EMPLOYER in the execution of the WORK, who misconducts himself or is incompetent or negligent, and promptly replace them with personnel suitable to COMPANY.

3.9 **EMPLOYER'S Liability for Failure to Fulfill its Obligations**

EMPLOYER agrees to defend and hold harmless COMPANY from any expenses, loss, damage, fine or penalty incurred by, assessed against or demanded from COMPANY as a result of EMPLOYER's or CONSULTANT's failure to fulfill their obligations set forth in this Paragraph 3, and their obligations under the CONTRACT.

4. **WORK REVIEW BY COMPANY**

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

5. **SAFETY AND LOSS PREVENTION REQUIREMENTS**

5.1 **Compliance with COMPANY Safety and Loss Prevention Rules**

EMPLOYER shall cause its CONSULTANTS to comply with COMPANY's safety and loss prevention rules as described below:

CONSULTANT shall, when performing work in Saudi Arabia, at all times comply with all COMPANY's Safety and Loss Prevention rules and regulations. Specifically, it shall be the CONSULTANT's responsibility to comply with the provisions of COMPANY's 5-STAR Safety and Health Management System in addition to the publication entitled "Safety Guide", and any revisions or additions or deletions to the foregoing as may be made by COMPANY from time to time, and such other related requirements, specifications, and standards as are made known to CONSULTANT by COMPANY during the performance of the WORK. CONSULTANT is solely responsible for familiarizing himself with all such rules and regulations, which are available from COMPANY's Loss Prevention Division. CONSULTANT shall take, or cause to be taken, any additional measures, which COMPANY REPRESENTATIVE

...ll&J I+-J ~, ~ ~ I' b.. \_0

---

(~jJJ| uYJ| ~1 0~c:::l ~ 0|LAI| ~CI~ -"I" JJOijJI  
(~Y. on "hA

may direct to protect against injury to, or death of, any person, or damage to, or loss of, any property during CONSULTANT's performance of the WORK.

5.2 **Noncompliance with COMPANY Safety Requirements**

EMPLOYER's non-compliance with the (5-Star) Safety Program and "Safety Manual" shall constitute a substantial breach of the CONTRACT and COMPANY shall have the right to terminate the CONTRACT for cause in accordance with Paragraph 13 of this Schedule "A", without prejudice to COMPANY's right to enforce any other remedy provided by law and EMPLOYER shall reimburse COMPANY for any and all damages and losses incurred as a cause of this breach.

5.3 **Use of Personal Protective and Safety Equipment**

EMPLOYER shall provide for the CONSULTANT, maintain and enforce the use of necessary personal protective and safety equipment when performing the WORK.

5.4 **Safety Requirements in Appendix II**

In addition to the above safety requirements, CONTRACTOR shall comply with all safety requirements detailed in Appendix II to this Schedule.

6. **COMPANY's GENERAL OBLIGATIONS**

COMPANY shall, in accordance with, and subject to, the terms and conditions of this CONTRACT:

6.1 **Pay the CONTRACT Price**

6.1.1 Pay EMPLOYER the CONTRACT Price set forth in Schedule "C" ("CONTRACT Price") In addition to the VAT according to payment terms.

6.2 **Perform COMPANY'S Obligations**

Perform all of COMPANY's obligation in such time and manner as to facilitate the orderly progress of the WORK.

6.3 **Obtain Permits in COMPANY's Name**

Obtain all permits, licenses, and other governmental authorizations which must be obtained in COMPANY's name and which are required and necessary for the performance of the WORK.

6.4 **Allow CONSULTANT Access to COMPANY Controlled Areas**

Allow CONSULTANT access, subject to COMPANY's normal security control and safety procedures, to COMPANY controlled areas as may be required for the orderly performance of the WORK. If COMPANY identification cards are issued to CONSULTANT, CONSULTANT shall also abide by all current Saudi Arabian Ministerial decrees and Government regulations regarding identification cards. Details regarding these decrees and regulations are available through COMPANY's Industrial Security Department.

6.5 **Appoint COMPANY REPRESENTATIVE**

Appoint one or more COMPANY REPRESENTATIVES.

6.6 **Furnish COMPANY Drawings and Specifications**

Furnish to CONSULTANT COMPANY's drawings and specifications, a list of applicable standards, documents and information COMPANY may choose to provide and required for the performance of the WORK.

.JPAI! ~ .~,-: .-i,J!..i.,,J!W ~ -  
a....~ as;JI1 ~IJ t=JI.t=4J e="" ".0  
 -II J (r~- 0) ~I ~IJ~I S.JbJ r\..J;j<..:J~4~1 )JO;r~ u!  
 t).4 (' r) ii.fti1lLi! J ~ JiJI ~J~ j:J1 ~ I c,,)-; ~ V po \t~! ~ I"J...>4JI  
 ~,wJIJ ~.IWI yl....6..llJ .I)\_.~":II oF ~y!Ji ~A ~I ('l\_jill:A l(l) JJ~I 11t.  
 ~t.:iA ufo .l.! s\_p.14Y1.5 Jjl..J Jt Li\_~. 'it ~Jt- ttl ~ 1.S I~~ ~Ifi' ~ ~I  
 .~111I. ~ttl

I I.....J 1:."~ ~JII.;~1 el~I r.o  
 J.-li :9ji ~t ~jJIJI 4: o: ~N....JL...JI4..;1..5)ll.la.o 'i.J~itl ~."....JI .)~ Ut ~  
 .k~.10.1..u\_J L~.k..ii..J \_J  
II~lui~I~~ t.O  
 J....:LJI u~ ~ ~I ~-4a."....J1 ~ ':-4o:l ,o~1 J....:LJI u~ ~J tiL...:14  
 .JJ~I I~ II.;;J..JI ~ 6.Jfi;l.J1

u.:!:U LWI ~L...I~I •`  
 rLS.,,:II..ill:b~1.)-A c-"J.w....J1 ~ 6.l)\_..JI..6J~IJ rLS...,:IU-|C ~t....l) ,4.S~1 ~ ':-4o:l  
 : v.1..6JY~mI J  
til..AtJI ~I~Ju.....JI Lyl~J ,,, o  
 (~..l.II..6J\_;!J UaJI~) "z" JJ~I ~ 6.l))1.w....J1 ~ JJu...J.I4.S~1 C|..|  
 ~ .c..ll..6JY~m tu b tiw..J1 ~I ~. ~. ~. ~l....:Ju

---

(-jJI u..J! ~ -1 oJ-ic:::Jfc:!!llJGill ~cro~, -"I" JJ411  
 (~T. on j-!,!-

6.7 Perform Other COMPANY's Obligations

Perform all other obligations required of it by the terms of the CONTRACT.

7. TITLE TO TECHNICAL DOCUMENTATION, DESIGNS, CONFIDENTIAL INFORMATION AND PATENTS

7.1 Title to COMPANY-Furnished Technical Data

All technical data, standards, specifications, designs, drawings and the like furnished to CONSULTANT are, and shall continue to be, the property of COMPANY. Neither EMPLOYER nor CONSULTANT shall reproduce or copy any such material in whole or in part except as required to perform the WORK. All such material together with all reproductions or copies of it shall be returned to COMPANY upon expiration or termination of the CONTRACT.

7.2 Title to CONSULTANT-Developed Technical Documentation

All designs, technical documentation, training materials, drawings and calculations developed by CONSULTANT under the CONTRACT, whether completed or uncompleted, shall at all times be the property of COMPANY. COMPANY shall have the unlimited and unrestricted right to use or possess such material for whatever purpose. Unless otherwise directed by COMPANY, CONSULTANT shall keep all designs, drawings and calculations in a neat and legible manner as required by COMPANY for future use. Except as provided above, no design or drawing developed for or under the CONTRACT may be duplicated in whole or in part by EMPLOYER or CONSULTANT without the prior written consent of COMPANY.

7.3 Rights to Resulting Device, Idea, Process, or Technology

If any design or drawing developed for or under the CONTRACT results in any device, idea, process, or technology whether patentable or not, all rights to that device, idea, process, or technology shall be the property of COMPANY. EMPLOYER represents that all its personnel have agreed to assign to COMPANY all discoveries, inventions and improvements made.

7.4 Confidentiality

Neither EMPLOYER nor CONSULTANT nor any other EMPLOYER's personnel or its agents, shall divulge to anyone other than persons designated by COMPANY any information supplied by COMPANY during the course of the WORK so long as, and to the extent that, the information does not become part of the public domain, does not correspond to information furnished or made known to EMPLOYER or CONSULTANT by a third party without restriction as to its use, or was within the EMPLOYER's or CONSULTANT's possession at the time of disclosure by COMPANY.

7.5 Indemnification on Infringement of Patent, Copyright or Trade Secret

EMPLOYER warrants that any designs, training materials, drawings and calculations developed by CONSULTANT for or under the CONTRACT shall not infringe any valid patent, copyright or trade secret owned or controlled by any other party. As regards such designs, drawings and calculations, EMPLOYER shall defend, indemnify, and hold harmless COMPANY from any claims, losses, expenses, or damages arising out of or incurred by reasons of any actual or alleged infringement of any patent, copyright or trade secret.

7.6 Prior Confidentiality Agreement

.~. ~~j11 ~<| li~J ~"u....i ..,-,-  
 4.s...E1~1..al.taJ ~~~ ~)l...!W.w.11.Ji o..,\  
 ...~!wLo·LJ JI wl..uL...,Jj (o\*!! li.J..J ~t:i J 4.S~ >1W1..i...yJ w~ C;.J...J.I.,."I..J.Y  
 .u..a.!! ~4.J \_ILII ..J..L.. o.l.JY\* 4.S.()>1c.SY\*  
 ~e~l O\oJiN|U|S.} e4111 \..V  
 .~||~ rLS..::4 ~ r\.;ill ~ y)hJl c.S\_p.\!W\..oljl~1 ~~ r.fo  
 El:-J..il ~l~l.);:Jl ~l ~l..~l.J ef:6l..A;jJl 4|J1 ~l ~l ..J ~ ..V  
 j.s :!Ji4iJl ~l 'i ..J|Ls..l... \..V  
 4.S.yill.ill... ~ ~u \..oJw~IJ t\*\*I.....ill\y1..i...:l..J|I..A..IJ ~l w\..j~I JS  
 ) ~ 1.A.Jl,...i JI JlyJl ill:i 0.0 C;J~i1 Jt ~..Jl j.J?..i ~J ~..J..iJ  
 ~l J..s ~ JlyJl ..at J..s iJ1...t}J ~l ..J :i'y \_Jh.. y. La A ~4P.-  
 au+ll Jl jia.\l I~ to\....Jl ~ 4.S.~1 ~! ~ s.jy-o.Jl  
 ~)~'il ~ y. &:el 4UJ1 ~l 'i ..J|Ls..l " ..V  
 C;)~'il 1.A~ ~l 1'..-llL=..llJwl1..b.....JlJ ,:dy..i11 Jly.J 4illl wl~IJ ?!-!.....ill ~IS  
 o4.S.\_j..S.llsl... wUjil (!\$ ~.U¥ () Y-..! 'r lI1.Ajl;..! ~l tol\_..., iWI1~ ~.:3!  
 ~ ~J o(j4J-C C;Y 4-Jj~ JI Jl,,..Jlc&t l"l~l:~ ~l ~14.S~ U~J  
 ~ OI.J"i..J~> ~6.'; wYL..,~IJ w~IJ t\*\*1.....:4|IS ~ J..ib.:! O1 C;J.J,';'''11  
 Lo ut....W.J ~. ~. 4.S..~:ll"•-..,r\lo JiaW1 w..i ~l~l ~...6..r~l ~ ..1W~.  
 ~1..hi.....J\ ~ C;1~'p- ,J~ ~ t,) C;J~ JI ~..J'i j..P.;! ~ ,0~1 ..;.)  
 .ASy!i!1 (>A ~j&. ~l"~ ~ y..l J..,"..Jl J..! ~I l~ ..;.)o~  
  
 ~.l ~ ..l &2 Ai JI+t ~11|al.w....] Lib. V..V  
 ~ ) lifo ) j~ C;I w~l.~ ..l..l11:u.~ yJ ~l.b.b..... J! ~ til ;....II~J  
 J! ofll ..at Jl j~ ~ 4..-WI J..h!l,uts 0!-S ,/ rlll'l~ ~ ~ lI... ,~\_,I  
 4.S..J~nJ Li:ill c.\$..J"!J. t..ll..Y 4..ilS. u..1..j ll 4.S.yo ntsL u~4|J1 J! U..ll  
 ~l w~IJ w\..clfo ~IJ 1,..J1.i~14JS UC  
 ~l t ..V  
 c\1 ~ 01~J J1~..Jl ~y' (4 J> C;Y ~J t:\$..J~'11 J1 ~..J"i j.P.-i "i  
 .ill;i ~... L.. t.L..ll J|l.., J.S..r..Jl~ wL..,L.... C;I ~,r&ll ~ 0-~ ~  
 .C..J . J|W.J; ..,J~ ~l~ CelLo~L.. ~L": J1 p~ ~il~LJ...;u..di r~ w\..o..L..''1  
 Lo..ic. ~J..1;U..,i' Jl ~..Jl iiJ~'; ~IS.J1 ,~l~l c)c. .Ifi OJ..! ~l u..>b ably'  
 .4.Sy!.M ~J!  
 ~l ie"ll ..l..J&llJ~l dJia..J E1..!i1 ~l..l..)l u?- ~Ja..ll S:e ~l o..V  
 ~y..l (\$..!~1\ lk..~ 1..!JlJ..J w~J ,:..,..))::!YJ f!AL..!i (\$1 q~ ~  
 c;t ~ ~ t..S.L: (\$..JL..:J..J..J! E'ftl &>..J1 ii Yo (\$1 h..,i u..l J! ~l li..!  
 4.5..ruw11 ~ .~. 'I u!U wwlJ..Jl u~1 J J'G~l.ill:u. ~L.. W..J ~ .i u ,~L  
  
 v\_i  
 (i"STIII uIp! ~ D~GO..II '4|III alGOll ~ctJ.i. -" T" J~\br/>
 (r"""" ~A

Any agreement between EMPLOYER and COMPANY entered into prior to the effective date of the CONTRACT relating to the secrecy or confidentiality of information exchanged between the Parties shall survive the execution of the CONTRACT in accordance with the terms of such agreements.

#### 7.7 Confidentiality of Information

- 7.7.1 CONTRACTOR shall safeguard, treat as confidential, and shall not divulge any COMPANY Data to anyone other than SUBCONTRACTORS and persons designated in writing by COMPANY, so long as, and to the extent that, such COMPANY Data does not become part of the public domain, does not correspond to information furnished or made known to CONTRACTOR as a matter of right or on an unrestricted basis by a third party, or was not within CONTRACTOR's lawful possession at the time of disclosure.
- 7.7.2 CONTRACTOR shall apply latest Cyber Security standards when uploading COMPANY's files and engineering designs on the Internet.
- 7.7.3 CONTRACTOR shall maintain all data related to COMPANY and its sensitive infrastructure projects by implementing COMPANY's information security requirements. CONTRACTOR shall be fully responsible for any leakage of such information and data.
- 7.7.4 CONTRACTOR shall comply with all the regulations, directives, guidance and instructions issued by the Kingdom and royal decrees related to Cyber Security.

#### 8; WARRANTIES AND REMEDY OF DEFECTS

EMPLOYER warrants that CONSULTANT shall perform the WORK in a professional manner and in accordance with high industry standards and safety practices applicable for COMPANY's man machine, property, tools and equipment, and the Scope of Work and Technical Provisions in Schedule "B".

#### 9. DISTRIBUTION OF RISKS BETWEEN COMPANY AND EMPLOYER

- 9.1 EMPLOYER shall be responsible for and shall release and hold harmless COMPANY, and the personnel or agents of COMPANY, from liability resulting from damage to or loss of EMPLOYER's or CONSULTANT's tools and equipment, whether owned or rented and wherever located, which are used or intended to be used for performing the WORK, unless caused by wilful misconduct or gross negligence of COMPANY.
- 9.2 EMPLOYER shall compensate COMPANY for loss of, or damage to, COMPANY's property, which results from the negligence or willful misconduct of CONSULTANT in the performance of the WORK. Where such loss or damage is the result of the joint negligence or willful misconduct of CONSULTANT with any other party including COMPANY, EMPLOYER's duty to compensate COMPANY shall be in proportion to EMPLOYER's allocable share of such joint negligence or misconduct.
- 9.3 EMPLOYER shall indemnify, defend and hold harmless COMPANY, its affiliates, and the personnel or agents of any of them (hereafter individually and collectively referred to as "indemnified") from all claims, demands and causes of action (including legal fees and expenses) asserted against the indemnified by any person (including, without limitation, EMPLOYER's and indemnified's employees, and any other third party) for personal injury or death and for loss of, or damage to, property resulting from the negligence or Willful misconduct hereunder of CONSULTANT without regard to whether any negligent acts or omissions of other parties contributed to the personal injury or death, or loss of, or damage to property.

---

#SYN 100''' ~ i~G~O~I~ i;<;n"i||||AJ1 -"I" II~\  
(~, . "''' ;~

- 9.5 EMPLOYER shall indemnify, defend and hold harmless COMPANY from any and all claims, losses, expenses and damages arising from, or related to, any criminal misappropriation or misapplication by CONSULTANT of any property, whether tangible or intangible, occurring during the course of, or in connection with, the performance of the WORK.
- 9.6 EMPLOYER and its agents shall not be liable to COMPANY, nor shall COMPANY be liable to EMPLOYER and its agents, for any consequential damages, loss of profit and claims for indirect and consequential losses, 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.
- 9.7 **EMPLOYER's Liability Limitation**

Unless caused by the willful misconduct or gross negligence of EMPLOYER or its personnel or its agents, COMPANY shall release and hold harmless EMPLOYER for losses, expenses or damages to the COMPANY resulting from its contractual obligations under this CONTRACT to the extent that such damage exceeds the scope or limits of insurance policies required to be purchased by EMPLOYER pursuant to the CONTRACT or exceeds the CONTRACT amount in case of damages that are not covered by the required insurance.

10. **INSURANCE**

10.1 **EMPLOYER to Carry and Maintain Insurance at All Times**

EMPLOYER shall, at its own expense, carry and maintain in force at all times during the performance of the CONTRACT the following insurance policy with an insurance company licensed in the Kingdom of Saudi Arabia and acceptable to COMPANY:

10.1.1 **Comprehensive General Liability (CGL) Insurance**

a. **CGL Coverage**

The Comprehensive General Liability Insurance coverage shall not be less than the amount indicated in the CONTRACT per occurrence for bodily injury, death and property damage during the performance of the WORK. EMPLOYER warrants that the aforesaid insurance covers, without limitation, loss of, or damage to COMPANY's property for which EMPLOYER is responsible pursuant to Paragraph 9 of this Schedule "A".

b. **Designation of COMPANY as Additional Insured in CGL**

The Comprehensive General Liability Insurance shall designate the Saudi Electricity Company as an additional insured as regards COMPANY's liabilities for WORK performed by EMPLOYER pursuant to the CONTRACT. Such policy shall contain a cross-liability clause so that COMPANY and EMPLOYER are regarded as third parties to each other.

10.2 **Right of Subrogation**

oli)1 ~l ~L...!1~ <) ~| L>.lft\ wl.;.bt y.i4- IJA JljcJ Jl wy.:Li i,i1u\S l~Jl...c \_;!;ill  
 ,~ J1 w\S1:i....J4 ~l  
 Jl WIW Jl Yl ~l w~ i,j,l OA l~S~J as ..>ll «..A..l...11~ t,\  
 ~I.J""",w\Sk:i- i,j~ \_}.L:i....Jy.i4- IJA rl~1 o~t....Jl ~~~ 1..)l)ti:,i)it IJC l..ri Jy...i:ot  
 .u~L~l...ui Jl u\k 11.l.W:i ~l ~~~.~.1;Y- JF- Jl~ ,Yl U\S  
 ~+i 4l,l..... ufo u\l ~y!J1 UI ~ ~y!J1 o\+i Jl,l..... ~j)l.SJ J ~,...Jl U~ uJ o\~  
 "~-l '1 J\i,J1 ~.)c." ~~ ~ ~ ~l,U..:L..1 Jy...i:ol-IJC ~j)l.SJ J ~~  
 i,j,l Jl ,~.ii Jl~ ~ Jl J,..- li ul~ill l~ u(S.~l.J""'c:;J""U1)l U;l..Li  
 ~ ~~ UI Jl ,iWI l.u ~J-Y ~ ~;l..J1 wL.c.lj.:i.l'1Y ~li)lJC LJ+i..rb-l1 ()A  
 .y..i.l..J-4 JlJlJ+i..rb-llJA i,il y.i4- 0-> JUcJ ) Jl...AJ i,j~ ~.r~ Jl ~  
 ,U J Jl ,~.ll " Jl~ J..ji.SJ Jl

### u.h...J1 ~ J.J~ ,~

J~Jl WIW Jl yl ..... i,illJA ~ ~J ~J i,j.J~11 W ~~l i.S~  
 (s..lLi.J~ : 11~~ lJS WI..1. iWI l~ l...~ ~t..ull u"l...~4~ll c,;ll ~ ... ~ ..>ll ~6..i  
 ~l ~ (s- ) ..iJ1 l~ tisJ lAj~ i,i) ~,Jj'lIJJA y~llJ-!-oWI ~l..H ~J~  
 LJ..c ~ J..i..ill~u\_5; '11~~ .ill~Jy~1 ~t:il4 ~1..ki.J1Y.P )y...~1 Jt,... ~  
 J..ji.SJ Jl ~J~" Ll..o i,il Jl i,i.J~')1 ~4- IJA ~ ~J Jl ~ W~ ~\_,....  
 uJ=.4J1 Ll..o "-!Jl...Jl

### Q-tAli.ll \_\cdot

#### ~tJlJl 4ilS u! cJt"U!-lJiJi: "it" L.teeJl \-, •

...! J ..,i..11..Jl ~ ~J, UtiII ,~.llub ub' .~L:Jl.uw lS..J u1 .., ll~ .  
 ..iJ1~4-lil6!.~i:ub-J iWI l~ UYY" ~).:i 0-> U~eI ,~!J~1 ~

### LWI t..u~1 ~ J...Jl cJt+4..i .., ..:

#### ur-Ull u~ .1

c)..u.:...,Jl t4-J1i.JC; ~ J,i..i 'l a...WI 4l\_,L.....Jl ~ ~ ~|:i  
 l,:" l Jl a "111..Jl ..Al .. ~| oliJ Jl ~7 ~L...l Uh ~ IJC ,;llJJ JlW1  
 ' ~J~l O¥WI UI~J ~\_,...,Jl jL-J :~l jL;..il J)U.  
 .tt." .....~J U ~ ("s\_..~1 w\ S l : a 11.J~ ) UI.I..ij ,~ )l,!  
 .~)l.c.1"-' s\_..i.ll ill ~...,Jl ~ ~ u.....i

#### uiW:a) 4..fl q.y.s -sAl ~ .Y

~|Uf.S.ll ~y.wl 4S~I l:"J fo 0l ~ a...,WI ~ ~1 ~ IJ.+4W1 Dl  
 ~.u..y i,iii! d-J ..F- ~I wL,ljl4 ,~ ~ ,t)t...AJ ~ )os.  
 l"l~ll.h\_yli ~ ~y,l\ o~ ~ i,i\_;;...01 ~ ,iW\ 11t ~' it" Jl  
 ,~I I..3 owl Wti t.s\_.J.. ~"....Jl 4S~\ IJAJS ~ ~ J,lt,U,4

### ~il LYe y\_,

~ I- ~ "l" JcJ hII \~' OA ,~ 0 g"ris u..1;.. 111..Jl ~ ~ll"tJf"\.:ill~cJ.. LlP..J...  
 U\_r.J1 ~ J~)'l J~ J\_s ~ JjL....i..1.14W1 wIS.~ {j..1; U\ <-4~1

~"l  
 (4JjjJl u..Jl ~1 oJlGAAH u:&ll ~..a.l.i. -"l" Jl~1

(r)" • T , J..Jl))

In the insurance coverage purchased by EMPLOYER pursuant to Paragraph 10.1 of this Schedule "A", EMPLOYER shall have the insurance carrier waive all rights of subrogation against COMPANY, its affiliated companies and any of their personnel, agents and appointed representatives.

10.3 Liability for Losses for which EMPLOYER is Responsible

COMPANY and EMPLOYER agree that the insurance coverage listed in Paragraph 10.1 of this Schedule "A" is minimum coverage required to be purchased by EMPLOYER under the CONTRACT. Should any loss occur for which EMPLOYER is responsible, EMPLOYER shall, except as provided in Paragraph 9 of this Schedule "A", be liable for the full amount of the loss; including the amount in excess of any deductible specified in EMPLOYER's insurance policies, and any amounts not recovered from the insurers.

10.4 Insurance Certificates

10.4.1 COMPANY's Option to Require EMPLOYER to Provide Insurance Certificates

If requested by COMPANY, EMPLOYER shall have its insurance carrier furnish to COMPANY insurance certificates specifying the types and amounts of coverage in effect, the expiration dates of each policy, and statement that no insurance will be canceled or materially changed without thirty (30) calendar days prior written notice to COMPANY.

10.4.2 COMPANY's Option to Examine Insurance Policies

If requested by COMPANY, EMPLOYER shall permit COMPANY to examine the original insurance policies or, at COMPANY's option, EMPLOYER shall furnish COMPANY with copies of insurance policies certified by the carriers) as being true and complete copies of the original policies. COMPANY's approval of, or non-objection to, EMPLOYER's insurance certificates or policies shall not relieve EMPLOYER of any obligation or liability under the CONTRACT.

10.5 Material Alteration to the Terms of Insurance Policies

EMPLOYER shall not make any material alteration to the terms of any insurance policies without prior approval of COMPANY. If an insurer makes or (attempts to make) any alteration, EMPLOYER shall promptly give notice to COMPANY.

11. SUSPENSION OF WORK

11.1 Notice of WORK Suspension

11.1.1 COMPANY may at any time, due to poor performance of CONSULTANT or a breach of any of the terms or conditions of the CONTRACT by EMPLOYER, suspend performance of the WORK in whole or any part thereof by giving EMPLOYER written notice specifying the WORK (or parts of the WORK) to be suspended and the effective date of the suspension. CONSULTANT shall cease all activities on the WORK specified in the notice from the stated effective date, but shall continue to prosecute any unsuspended WORK. CONSULTANT shall take all actions necessary to maintain and safeguard the suspended WORK. COMPANY shall not be liable for loss of anticipated profits or for any damages or any other costs incurred with respect to WORK suspended with cause during the period of suspension.

11.1.2 COMPANY may at any time suspend performance of the WORK in whole or any part thereof without cause (through no fault of CONSULTANT or EMPLOYER) by giving EMPLOYER written notice specifying the WORK (or parts of the WORK) to be suspended and the effective date of the suspension. CONSULTANT shall cease all

$\sim'J \sim \langle \text{-AJ} \sim J \text{ -|| } \sim \dots \text{ujl } O^1 u_{\_} \backslash \text{.fol.} \rangle \sim J$   $\text{u..r-ill}_{j.)} \text{-H } \sim \text{Y-1-11}$

---

$(\sim i \text{ u} \text{ly!} \text{.} \text{J} \sim \text{I} \text{.} \text{||c::J1} \text{~I} \text{.} \text{I} \text{ot:4} \text{||} \text{~1..4} \text{J.i.} \text{ -"!"} \text{J} \text{~}\backslash$   
 $(\sim'' \text{•} "I \text{ j!.} \text{.} \text{J})$

activities on the WORK specified in the notice from the stated effective date, but shall continue to prosecute any unsuspended WORK. CONSULTANT shall take all actions necessary to maintain and safeguard the suspended WORK. However, should COMPANY then notify EMPLOYER for CONSULTANT to resume suspended WORK, COMPANY shall estimate the compensation due to EMPLOYER for the suspended period and pay EMPLOYER for such reasonable, auditable and verifiable costs which are:

- 11.1.2.1 Incurred for the purpose of safeguarding the WORK and materials and equipment in transit to or at the WORK SITE, or
- 11.1.2.2 Incurred for such CONSULTANT OR EMPLOYER equipment, which CONSULTANT continues to maintain at COMPANY's request, at the WORK SITE, or
- 11.1.2.3 WORK and of reassembling personnel and equipment.

11.2 Resumption of Suspended WORK

COMPANY may, at any time, direct EMPLOYER for CONSULTANT to proceed with all or any part of the suspended WORK by giving written notice to EMPLOYER specifying the part of WORK to be resumed and the effective date of the resumption. Suspended WORK shall be promptly resumed by CONSULTANT after receipt of such notice.

11.3 Maximum period of Suspension

Notwithstanding the provisions of Paragraphs 11.1 and 11.2 above, the maximum suspension period shall not exceed one half (1/2) of the CONTRACT duration or six (6) Gregorian months, whichever is less, from the date of suspension. Should the suspension period exceed one half (1/2) of the CONTRACT duration or six (6) Gregorian months, whichever is less, and COMPANY has not notified EMPLOYER for CONSULTANT to resume the suspended WORK, the CONTRACT shall then be treated as automatically terminated partly or wholly depending on the suspended WORK, without the need of issuing a notice to the EMPLOYER. COMPANY shall compensate EMPLOYER in accordance with Paragraphs 11.1.2 and 12.2 of this Schedule IIA".

12. nRMINADON AT COMPANY CONVENIENCE

- 12.1 COMPANY may, at any time, and at its sole convenience, terminate the CONTRACT or any part of the WORK by giving written notice to EMPLOYER specifying the WORK or portion thereof to be terminated and the effective date of termination.
- 12.2 Should the CONTRACT or any portion of the WORK, become automatically terminated in accordance with Paragraph 11.3 above or should COMPANY terminate the CONTRACT or any portion of the WORK for convenience in accordance with Paragraph 12.1 of this Schedule "A", and upon receipt and verification of EMPLOYER's invoice, COMPANY shall, in full and final settlement of its obligations hereunder, pay EMPLOYER all amounts properly payable pursuant to Schedule "C" for WORK performed up to the effective date of termination. Additionally, COMPANY shall pay EMPLOYER, subject to COMPANY audit, reasonable and verifiable costs incurred by EMPLOYER within thirty (30) calendar days following the effective date of termination as a direct result of such termination including, but not limited to the following:

Ai~ "j y~'jJ ~y!J1 .J~H <1>~ UJ~ ,..ll.. ~ Jl.u..~ J-JI 'llii:  
 l>+! ~ 4b. i.J~l ~\_,...JI ~tk.H ..cll~J,(~ (j.)~) ~\_,...J"j  
 Ul(jj~'11 ~J' uli:!)"lIti ul...>-mJ.,jJ U\_';yJl ~l\_)...;..YI ~l  
 ~l Cl.JL:il1J.-o 1.J4ic1 .J~)'l ~ ~l J,...-..lO= ~l JS 1....i.jJ!  
 ~ U1(j.)1...lZ...'11~ J 'u \_.,iyJl \_.;i. J.,-l 4Lri ~ )\_.;AL...)'l ~ ,..cll~  
 W....~ l~!J ~bJ u\_.,iyJl J-JI ~ U:ib.Jl4.....jJ\l1 ul~l.r.")'1 ~  
 r\_jll., :iS~1 u},9,u\_.,!\_.,J1J.,-l ll.W....0l! ;,)1...lZ...'11.J~Y..ill~.la.! ~y!J1  
 ~ ~l~! J ..J1 l".,l ut...;l"10 r~ l~! ~l uL.....;l~y..uiJ.  
 "~~~ll.;jO"!~jl~l~!..u.U ~~" • ~ll4J~ ~.11..i.J1.SjC1u..1...,"l..u""";lyt-!  
 :Nill \_.;oJ}~ ~ J ~ Lr0  
 ~L.... t41 LJ.-o ~ \_.,JII.A~ c,iill ~l l~ ~WI ~lo..J.l ~l ~4-JI , -"l- , - , ,  
 ) , ~o.l;>-ljWI ) J-JI t].A.)1 lt.l.i 1>~1ul~lJ ..;l1\_...Jl  
 ci.]A~ o.:l~yJl.ul~ O= ~\_,...JI) c;J ..;j..)'lI.A~ ~l ~l 'l!-l!-"  
 J l,:isY~'111....h,b l~lJ.....;l~c;J l~l...;"1. • l c..r]l jA'U'  
 ,ul~lJ 4.ll..a.l1~ ..;iO..:l~lJ u\_.,!\_.,Jl J-JI r-"; , ,  
 ~;"l...J1 JAIJ u~l~lJ wi~"l- , ,

w\_.,i\_.,J1J,-l 29: ~ ~ d~c;) ';;:~='14l jc\_fJ Ul w.lJ c;1~ 4.S~ j~  
 .ul.m....1 ..l1\_.,Jl.,Jl r.);+y ~ ij. J.14.;.....J1 "Lh.c.H ..ill~J u.... ,~(Sl Jl4..1S.  
 uu:u...,1.)1 »l:i u,J..;l.:l'-+.luC;)~)'1 ~ J .~ b..l.J~1 C:-!):Jl,J J-JI Lr0  
 .o~4-JI .J~l ~ .u~ ~ u.,\_!\_...Jl J,...Jl  
 U~ Q~l i.lJ1 l-"

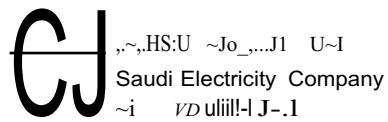
IJ& J.,-l u\.,i,J!0fO ..;lJi ';/1~, o~1 T-, , J ,-" ()!.J.foll ~ ..;l.Jd.... rt-)l ~  
 o..IA u..:lJ l~!J.J.,-l u\.,i,JH.J~'11 ~.Jt:i Lr0 J!1~1 ~1 (i) 4.i... Jl ~l o.lAu...a.i  
 U....1\_.,! as l~J~'1 ~ >-rJ Jl ~ ~1 \*""">1(i) 4.l... Jl.uJ1 0..l ~ Ll.C ut...;jJ'/1  
 'u \_js\_-! J-jl w....o. t..;ls J1WjY~ 1.Jl~l ~ , ,);.Y ~' u\_ J~Y~l J-JI ul.m...u  
 ~ ..;l.Jd.. Y=- ~l ~\_.i ~ a.:J1 o~ -> J .4~1 .JhJ.I.)1 4...;WI USJ  
 ."1" JJ~l l~ O- 'l!- T J 'l!- ; , (x\_i\_ftll  
 6.s;JJ1 /y.Ui~ J.l.a.J1j..4-ll , "

L?' "j..;..<,' Jl .loWI "4-ll! u.,i...J LA.Jl.jii..1~ ~J c;l C; l~l.i Ul4.S\_r.J.lJ j.,H-:! , , , "l  
 c;:l..lf!:!j\illJ e\_34J! ..;lyJl>j;J1 J1 J-JI .ll..,~ l.j~! ~z.....Jl>Lk.H ..cll~\_J-li  
 ~ ojy.JJ ~. t;WI J.,-JI 4W U;~'ul\_}.\_,...J1 ~ ,i:uw ,~'!~ l~ ~ ~  
 .~'11 J\_.,i..~ c;~ c;~ r~l u4i  
 ~ ~l u.J\_,-! l~J,Jl .r-,, 0.;aill ~ \\_jJkli J.,-Jl ()-cl "j..;o. C;1) ~l l~ ,~l ~ l~J T.., "l  
 ~ ..;l.J , "1"JJ~l 1:ULJ.-o , "l o\_ri.W l'4-h U--utJl 1).4 ,~ !\$! Jl.~l lilt. "l|  
 ~~ ~..;l..l141\_..l4l ~ ~l ~ ,~l tJ.i.:..;l1,j-I 0..J,J\_i\\$.S  
 U-k u).J ..ill~ ~J ~W:JJ .~l 1>4J)'1~}\_.j ...,-h ~l J,...,..Jl"lil"!" JJ~1  
 L- ~ LJ.-o ~l ~ c,iill J~.ill ~ c,iill U:l~1 ~\_,\_..Jl ~l~.li ul ~y!J1

- 12.2.1 Reasonable cancellation charges actually paid by EMPLOYER to suppliers; and
- 12.2.2 Reasonable demobilization charges and reasonable costs incurred in preserving or protecting materials, equipment or WORK in progress at the time of termination; plus
- 12.2.3 An amount equal to fifteen percent (15%) of the foregoing termination costs indicated in Paragraphs 12.2.1 and 12.2.2 above, in full settlement of all EMPLOYER's claims for other costs and loss of anticipated profits.

13. TERMINATION BY COMPANY FOR CAUSE

- 13.1 Should EMPLOYER commit a substantial breach of the CONTRACT, COMPANY may demand in writing full corrective action. If within fourteen (14) calendar days thereafter EMPLOYER fails to remedy the breach, 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 or any portion of the WORK by giving EMPLOYER notice to that effect. Should EMPLOYER commit an act of bankruptcy, or seek legal or equitable relief for reasons of insolvency, or become unable to meet its financial obligations, 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 WORK by giving EMPLOYER notice to that effect. Any termination pursuant to this Paragraph 13.1 shall be effective on the date specified in COMPANY's notice but in no event prior to EMPLOYER's actual receipt of such notice.
- 13.2 On the day on which termination under Paragraph 13.1 of this Schedule "A" becomes effective, CONSULTANT shall stop performance of the terminated WORK. COMPANY shall then be entitled to complete the terminated WORK either itself or through others, and also retain all amounts which are due and owing to EMPLOYER under the CONTRACT or any other agreement between the Parties until the damages to COMPANY resulting from such termination for cause, including COMPANY's reasonable and verifiable costs of completing the terminated WORK. If the cost to COMPANY to complete the terminated WORK is greater than the compensation that COMPANY would have paid EMPLOYER for completing such WORK pursuant to the CONTRACT, then COMPANY shall deduct the difference from the retained amounts. If the difference exceeds the retained amounts, EMPLOYER shall pay COMPANY that difference less the retained amounts.



o~ jw....Jl.J o4Jl.l::a....Jl~ - , t  
~ ~ ,J,...Jl c;.)~';\ \ 20"; JJ\... ~~\J ~~~| ~ wJ\... C;|t~J 4.1" i,) ,-, i  
~ \~|~| ~~l.u... ~ i.)L...J J...c C;|J y)h.Jl J....Jl~ ~ y.i..";l 01C;.)~'1\

---

ly,j  
(Jjjjjj] u;J Ua.tl llc:::140;ll JCl4|11L4~ " l" JOjjl  
(~y • '11 jJ,J!~

**14. SETTLEMENT OF CLAIMS AND DISPUTES**

- 14.1 Should any dispute arise between COMPANY and EMPLOYER during CONSULTANT's performance of the WORK, EMPLOYER shall, unless COMPANY directs otherwise, cause the CONSULTANT to continue to perform the WORK and any additional WORK which COMPANY may direct CONSULTANT to perform.
- 14.2 It shall be EMPLOYER's responsibility to inform COMPANY within fourteen (14) calendar days following its occurrence or discovery, of any item or event which EMPLOYER knows, or reasonably should know, may result in a request for additional compensation under the CONTRACT. The Parties shall endeavor to satisfactorily resolve the matter and should it not be disposed of to EMPLOYER's satisfaction, EMPLOYER may within ten (10) calendar days deliver a written notice of claim to COMPANY at the following address:

The Manager  
 Contracting Department  
Western Operating Area  
 Saudi Electricity Company  
 P. O. Box 9299 Jeddah 21413  
 Kingdom of Saudi Arabia  
 The Manager

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

- 14.3 COMPANY will evaluate any claim in accordance with Paragraph 14.2 of this Schedule "A", after which COMPANY will advise EMPLOYER in writing of its determination.

- 14.4 If EMPLOYER rejects COMPANY's written determination in regard to EMPLOYER's claim, EMPLOYER may resort to the following:

- 14.1.1 EMPLOYER may file a notice of appeal therefrom. Any such appeal shall:
- Be in writing;
  - Be submitted as soon after receipt of COMPANY's written determination as is practicable, but in no event more than thirty (30) calendar days thereafter;
  - Specify all substantive reasons why EMPLOYER deems COMPANY's written determination to be unsatisfactory; and
  - Be addressed to COMPANY:

The Manager  
 Contracting Department  
Western Operating Area  
 Saudi Electricity Company  
 P. O. Box 9299 Jeddah 21413  
 Kingdom of Saudi Arabia  
 The Manager

.~ Y.i4 ~I ~U-a.)AIJ\

Jl t\_.:iJ O-~..fo 1....J! (' f) o~ rJ) J)l;. ~ytll .)~! we~ ~ ~."....Jlu~ 'I' i  
\_~\ ~..b., UJ e.;:J~ ~ A.I~ ~ 0l )Uc u"=>fO \_| ~."....JI ~ ~.:J~ J1.)AIe.;l u~!  
o~ t\_.:...;:."JI ~ uJ ~ uI~\_....JI J ~I)c.J ..IAa.I~ ~ tJ.....! ~\_,:i  
~! ~ 01 4."....J1 ~ y...:J~ ~ ..JI 'Y ~ Yo J,...~) WiJ! r-l~}i ..~)A  
:~| ~ ~ UJ,~ 4fo D.!:J..:ii ryl (' ')0fO J~ ~~~

.L...:LJ1 SJIA .,J;'''

" , f , , ~ H '\\" Y.~

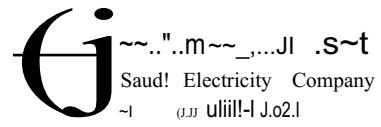
n t vr o.l;0\'''' Y.U'''

(UJJI UJJI ~aa") jJACZJ 4111 JjALL ~1.4J.i. -" I" JJOiJII  
(r" on J...,j.~

- 14.1.2 As soon as practicable after COMPANY's receipt of EMPLOYER's notice of appeal, COMPANY shall establish a Contract Dispute Settlement Board ("Board"). The Board shall be empowered to review all relevant, available evidence and information concerning the appeal.
- 14.1.3 Upon completion of its evidentiary review, the Board shall prepare its findings and recommendations concerning the appeal. COMPANY's decision shall be communicated in a formal writing, which shall set forth COMPANY's findings, and as appropriate, COMPANY's final offer of settlement. However, at any time prior to EMPLOYER's receipt and acceptance of COMPANY's findings/offer of settlement, EMPLOYER may avail itself of the provisions set forth in Paragraph 14.5 of this Schedule "A". Nothing contained herein shall preclude EMPLOYER from exercising its rights under said Paragraph 14.5 notwithstanding EMPLOYER's failure to pursue such rights as are afforded it under this Paragraph 14.4.
- 14.5 Any dispute or difference between the Parties hereto arising out of or relating to the CONTRACT or any further agreements, which may result from it, which are not settled, by agreement between the said Parties shall be referred for settlement to the appropriate Legal Authority. The decision of this Legal Authority shall be final and binding upon the Parties.
- 14.6 It is agreed by the Parties hereto for themselves and all persons claiming under them that, regardless of where the CONTRACT shall be entered into or performed, the laws of Saudi Arabia shall control the interpretation and the performance of the CONTRACT and any further agreements, which may result from it.
- 14.7 The provisions of the CONTRACT shall be enforceable notwithstanding the existence of any claim or dispute of EMPLOYER against COMPANY whether predicated on the CONTRACT or otherwise.
- 14.8 Should any other provision of the CONTRACT or any further agreement, which may result from it, be null and void by force of law, such nullity shall not affect the validity of the foregoing applicable law and settlement provisions.

**15. Zakat, Value Added Tax (VAT), GOSI and Labor Office CERTIFICATES**

- 15.1 EMPLOYER hereby agrees to present to COMPANY, promptly after the commencement of the CONTRACT and at the beginning of each year or applicable fiscal period thereafter, the following:
- 15.1.1 the appropriate temporary or final Zakat Certificate from the General Authority of Zakat and Tax which confirms that all applicable Zakat and CONTRACTOR's income tax obligations have been fully paid by CONTRACTOR throughout the previous year or period;
- 15.1.2 the appropriate temporary or final VAT Tax Certificate from the General Authority of Zakat and Tax which confirms that all applicable VAT obligations have been fully paid by CONTRACTOR throughout the previous year or period; and
- 15.1.3 the appropriate temporary or final GOSI Certificate from the General Organization for Social Insurance (GOSI) which confirms that all applicable CONTRACTOR's GOSI contributions have been fully paid by CONTRACTOR throughout the previous year or period.



---

(013) 111 1111 ~ 1 111 111 111 111 111 111 111  
(~T • " Jot7-!)

- 15.2 Notwithstanding anything contained elsewhere in the CONTRACT to the contrary, EMPLOYERagrees that any amount due under the CONTRACT shall be payable only after such certificates have been received by COMPANY. Pending delivery to COMPANY of such certificates, however, EMPLOYERshall continue to perform diligently and to fulfill all obligations under the CONTRACT.
- 15.3 COMPANYshall also withhold payment of EMPLOYER'slast invoice submitted during each applicable fiscal period and of EMPLOYER'sfinal invoice under the CONTRACT until EMPLOYER has presented to COMPANYfinal certificates for the previous year or financial period from the following Saudi Arabia government agencies:
- 15.3.1 General Authority of Zakat and Tax confirming that EMPLOYER has paid all applicable Zakat, income taxes and VAT.
  - 15.3.2 The General Organization for Social Insurance (GOSI) confirming that all obligations by EMPLOYERhave been met.
  - 15.3.3 \*\* Labor Office confirming that EMPLOYER has completed the final disposition of labor recruited for the contract.

These certificates shall be delivered to:

The Manager  
 CO!lter's.Departmerit  
 Western Operating Area  
 Saudi Electricity Company  
 P. O. Box 9299, Jeddah 21413  
 Kingdom of Saudi Arabia

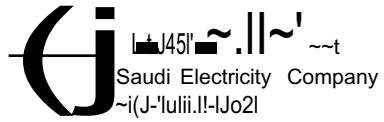
\*\* Not applicable for contracts of a recurring nature.

#### 16. TAXES and Duties

- 16.1 Except for the Value Added Tax (VAT) as provided in Paragraph 16.3 below, EMPLOYER,or CONSULTANT, shall pay all taxes, penalties, customs duties, fees, levies, assessments and charges required or levied by the Government of the Kingdom of Saudi Arabia and the government of any country, or any political subdivision thereof, arising out of or relating to the performance of the WORK, without claim for reimbursement from COMPANY.
- 16.2 Pursuant to pertinent provisions of the Income Tax Law issued under Royal Decree No. M/1 dated 15/1/1425, an income tax will be deducted if the EMPLOYERis considered as a non-resident in the Kingdom of Saudi Arabia (as defined in Article 3 of the Income Tax Law) in accordance with Schedule "C".

#### 16.3 Value Added Tax CYAII

- 16.3.1 COMPANYshall bear and pay value added tax (VAT) in accordance with the Saudi Arabia Value Added Tax Law and its Implementing Regulations for WORK items specified in the Pricing Attachment to Schedule "C".
- 16.3.2 CONTRACTOR shall bear and pay Value Added Tax, without claim for reimbursement from COMPANY, in accordance with the Saudi Value



~l\_|| ~l 'O\_|||L;..l'.l:i ~l 'O»YI ~l 'O.)y'U.l:l~ u.sJ ~ l ~yill r-, o  
.uaJ11:U ~JA! l'.l:i ~l ~l ~\_,...JI 'O.)y'\9l,!~ WiJ ~ l ~y1l.l ~ ,~1  
:1)4 oyL...J\ 4.U~1 wb~1 ~y!ll ~" j};...Jl ~ 01 ~!  
wLAj:il)'1 ~ .l:l~ l'l.9 l..i~ \_,...Jl d~~ji J;...l.lJ'OtSl ~WI ~l ,\_r\_~ '\  
~w....l| ~l ~y...J ~l ~y...J 'O~j..ly j i L J z Jl  
~.l:l~ l'u.w ~\_,...Jl wLt .uji~~)'1 w~W1:i....WI :L.....yJl 'r\_r\_~ '\  
..l~ ~l wt...lj:il)'1  
J. -l~' ~ ~\_,...Jl ~l ~J ~l ~l u..1z -l uL ..s\_jJ uAELI 'l ~ r\_r\_~ '\ D  
..lWII~~  
'O~'~wl~.:l\_,wlc)c~'l D

ull! wb~1 b:u eLi:jwi ':-:HJ

J.l:lA

---

(4JjJ11 uL;J.1~ &J.1c::J1~i aWO!! 1!!L4..1i. \_IT" JJ~'  
(~T'•''' J.,,)!~

Add,ed Tax and its Implementing Regulations for materials and supplies used for implementing the Work.

16.3.3 COMPANY shall not be responsible for VAT that relate to any purchases by CONTRACTOR or SUBCONTRACTORS or its other suppliers.

16.3.4 It shall at all times remain the sole responsibility of the CONTRACTOR to:

16.3.4.1 Assess the VAT rate(s) and tax liability arising out of or in connection with the CONTRACT; and

16.3.4.2 Account for or pay any VAT (and any other tax liability) relating to payments made to the contractor under the contract to the relevant tax authority.

#### 16.4

#### 17. FORCE MAJEURE

17.1 The term "force majeure" as used in the CONTRACT shall mean any act, event, cause or occurrence rendering a Party unable to perform its obligations, which are not within the reasonable control of such Party.

17.2 The Party claiming an inability to perform shall not be liable for any delay or failure in performing its obligations under the CONTRACT due to a force majeure event, provided that no relief shall be granted to the said Party pursuant to this clause "force majeure" to the extent that such failure or delay:

17.2.1 Would have nevertheless been experienced by the claiming Party had the force majeure event not occurred; or

17.2.2 Was caused by the failure of the claiming Party to comply with its obligations to make all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of any delay occasioned by any force majeure event, including recourse to alternate sources of services, equipment, and materials.

17.3 If either Party is rendered unable, wholly or in part, by force majeure to perform its obligations under the CONTRACT, it is agreed that performance of such obligations by such Party so far as they are affected by force majeure, shall be excused from the inception of any such inability until it is corrected but for no longer period. The Party claiming an inability to perform shall, immediately after the occurrence of the force majeure event, notify the other Party orally of the nature, date of inception and expected duration of the force majeure and the extent to which it will prevent the Party giving such notice from performing its obligations under the CONTRACT. The Party giving notice shall confirm such notification in writing as soon as practicable. The Party claiming inability to perform shall promptly take all reasonable measures to correct such inability and to mitigate the effects on the other Party. Neither Party shall be liable to the other for damages or losses resulting from Force Majeure.

17.4 The only sufficient proof of the above-mentioned force majeure events as well as their duration shall be a certificate(s) issued by competent authorities.

17.5 Should the WORK be delayed or stopped for more than forty-five (45) consecutive days as a result of force majeure, COMPANY shall either suspend the WORK affected pursuant to Paragraph 11 of this Schedule "A" or terminate the CONTRACT or the portion of the WORK involved pursuant to Paragraph 12 of this Schedule "A". Except for certain costs incurred after the forty-fifth (45th) consecutive day of force majeure event as a result of

J ~ .~^L-: t..u! J 1.liJ1  
 ~I J (~..fo.1~...w. wt...lyll ~I.,) |J|...:a.J+I ~.,y.4 ~,,I yL...i.. \ T f t -, " "  
 ~. ~. J|S|' I 11.liJ1 <..> J|J.W| ~I wU..~. ,.IJ  
J|J.J1 o,til\ -, V

tPJ J\ ~ ..J16|L...,1 Jail;?I .u.ll ~ Ltl~I ~ "S~U\ s\_,i\1|i.J~ ~ , -, V  
 tlfo..Jl D~I LP 4.;1;. U~J ~t..|J:il4 "U\_,1t.)A;J|I ~\ u-k jl..UJ1!,-<> „,  
 .w.)Jl..ill~

~ t3li;,,j,,,1 p|:i,(il ~ ~~ ufo. ul w\_''' "Li";1~ JJ.J~("~ y|L-I1 w.)J1 '1- V  
 ~'i! ~ 'i wi ~, nS~ulijiu ~~~.u..ll y..;o.yo,IA.:it..|Jij!)|  
 :>tl JI J.1i\ l~ ~ wl ~l U-i\ nsy.lill o\_.illn.IJ1 l~ ~ .J~l w\_):Jl  
 ~ noy.Ull o\_\_\_.E\1..IA yJU-I1 w \_,.1.}+ t.)4 ~ JJ .li~m ~ ufo. ,- T-, V  
 .~.loj

d..l\_jl..ua..J+ JS J.-J. A...1y4.1 "u.,l4 yJl.1..Jl w \_,.1.}+W ~ u\\$,,1 T-T-, V  
 )1..U "0.,&.lillii\_Y~l~n~.u..ll ..U..y,...l:i\ \$..l:1 ful. ls'''/1~I ls..JfL~.J|J1\$..J..i.i.  
 ,~.Y| ..Jl\_,.J|W|~J wL..~1 .).:Jl..-

~ ~jWI wl..|Jil'l4 l'ou\_,14 'j;o. Jl ~ '(.):Ju\_Hi; ~yJl >A 'i|~||~!  
 wl..|Jil'l1 "i;3)-4 w\_,.1.}1..ill~ ~Ul ~ ~l t).! o~u 0) ~ .:JiJl~  
 wl.! J9..11)c. o.).ill ~ ~l..! t.)4 ij.+ic.1 ~J ,o~lill 0\_,il4 ~ y~ ",~l yil4  
 o.).ul('~ ~ ~ (,ill w\_,.1.}1~J ,Sjill o~ „.ic. 'i| j|~ wi WJ..l..ill~ ~  
 \_ri..ll w...--J1.).L.....!ij.)! 0~4a s~Ull S\_..iH~L... t\_,J.I.a! y4 wl "Li".J.).c.  
 (j..ll w ~ll..ll .~. IA J ~.~. ~ .111..:J|Qr'.l1J|e;..J|J..!&.Ull...;:1+ .. i..R..: ~  
 ~ll\$ll w..JJl ~ ~.J. ,l..ll.y.;..~ A...l|..J|l|4i|0A J~'1||~ t)=1  
 (j..ll wj.hll ~ ~ W .~ ~ t\_ ,....~t..r..:JS J~ ~ o..ll.0..k....S,'11  
 'hy. o:..y! t).S..l (,ill J..Jl .) ! ~ S.).ill("de. ~ wl "Li";1~ o.).ill("de. ~  
 ,J..i.u.~

~~ ~I ...l....III)c. )L...:g 0~1 o.)fi:WI "s\_|>lillS\_..illn..J..k.."; t)tS..ll w~";l..l..ii  
 .~I w~ll.Jc. o.):IUI wb~1

~ ~.J1 'L.. 'o )&.uo~.~ ~ .. L|..:u... L..~ (€0)' ~.J ~. (.A ~ .~"J..A|U'1 ~ .ti I~  
 \_J| "In JJ~I li..! t.)4 , o~ iiii J 0\_JALilb\_il y i.:W1 J-II w~j t..jAJWI o~ t)  
 "tm.....u..J. nln J J..J|J li..! l>"T 0..J..i:IIIii E..J..i:1' (.A ~ ..11 'i|ll J 1..JiJ1|~ "T~  
 o.)fii..J1 o..:iillU-- (€0) t):l~"Ur..x..,..WI ("..nJl.iA..!0~1 ~I ~I ~  
 t.)4 '1-'' J '1-,-" wl\_..iQl1 ~I J-''' ~ ..>" ~ ~ J-II "141'J;i  
 tA~ ~I ~IS111 (.c. \_r..!l o4J Y|J...J.1..1.}10" L|l0fo. '7 , "I n JJ~|~  
 .o\_.iu o\_.iuc. ~.J. W~ "b)'1 ~ ~ Jl p|b r/J "1..: y..ll wyJl

~ ~ ..Jl o4J 4..Jl. ~I wfo uJ L..S ~ ~I o4J L|J.. ~ ..Jl ufo. ul  
 Jl ~ ..w\ S "IY") yyJl .)u.=1 LP ~J w\St:i..ll ~ l..ll|..l.)~ (,i~ ~  
 ..ill~.J..)U..J.. ~J..1l1w~\..i..i..1 ..J..J..J..J.. ~I W~I Jl (tila..... \_;F.  
 ,J..l..:~";1y..<..;..>

-"J" JJ4J1

(r)" • " J.,A

suspension or termination of the WORK as specifically provided in Paragraphs 11.1.2 and 12.2 of this Schedule "A", neither Party shall be liable to the other for costs incurred by the other as a result of any delay or failure to perform arising out of force majeure.

- 17.6 EMPLOYER shall have no obligations to COMPANY nor shall COMPANY have any obligation to EMPLOYER with respect to any damage to or loss of property caused by the perils of war (declared or undeclared), insurrection, riot, revolution, nuclear reaction or other like perils.

**18. Bank Guarantee**

- 18.1 In the event that the term of the CONTRACT is extended as set forth in the CONTRACT, EMPLOYER agrees to extend accordingly the validity of its Bank Guarantee indicated in the CONTRACT. EMPLOYER further agrees to submit to COMPANY its Bank Guarantee extension within seven (7) calendar days prior to the expiration date of the said Bank Guarantee.
- 18.2 Should EMPLOYER fail to extend the validity of its Bank Guarantee as described in Paragraph \A.1 of this Schedule "A", COMPANY shall draw down the full amount of the Bank Guarantee. After expiration of the CONTRACT, and should COMPANY have drawn down on the Bank Guarantee, then COMPANY shall refund to EMPLOYER that amount of the Bank Guarantee which was drawn down, less that amount which COMPANY, in its full and absolute discretion, deems necessary to retain in order to meet the EMPLOYER's obligations under the CONTRACT.

**19. VALIDITY OF COMMERCIAL REGISTRATION**

EMPLOYER shall ensure that its Commercial Registration (CR) or License is valid throughout the entire duration of the CONTRACT and any extension(s) thereof. In the event that its CR or License expires during the term of the CONTRACT and any extension(s) thereof, EMPLOYER shall submit to COMPANY's Contracting Department a copy of its application form or proof for renewal prior to the expiration of its CR or License and shall submit its new or renewed CR or License within forty-five (45) calendar days after the expiration of its previous CR or License. Failure by EMPLOYER to submit such document may cause COMPANY to withhold its invoices until its new or renewed CR or License is submitted to COMPANY.

**20. PUBLICITY RELEASES**

- 20-1 CONTRACTOR or SUBCONTRACTOR shall obtain a prior written consent of the COMPANY in the event that CONTRACTOR has the desire to use COMPANY's name or logo, or to publish or attach to it any photographic or other material relating to this Contract, and shall first submit such materials to COMPANY for review.
- 20-2 CONTRACTOR shall not publish or release, any of the materials referred to in paragraph 20.1 above, and shall ensure that its SUBCONTRACTOR doesn't publish or release, any such material without COMPANY's prior written approval.
- 20-3 CONTRACTOR and SUBCONTRACTOR shall ensure that their suppliers and / or agents and / or their employees and / or any representatives and / or agent and others directly or indirectly associated with the performance of the WORK under this CONTRACT are bound by paragraph 20 of this Schedule "A".
- 20-4 CONTRACTOR or SUBCONTRACTOR (in case of obtaining a prior written consent to use COMPANY's name or logo) shall NOT use COMPANY's name

al(J~I)

~ ~,w 0-k ~."...JI ..;..s1\_H,,uJ1 ~ ~.J" ~ .l.i,|| ~,w U6. ~ ,-, "

(V) ~ Jll U\_...ill.l...;l~1 HiiIJ J...iaJ1~ 4IJ \_u...JI ~ I O~,

.~J \_LLJI ~\ u~'~ "4J.i1~ rY!

~ y. \4l ~ ..~ ..u~ ~ ~~ W6 u..;"...JI ~ ~6. c) ,-, "

.U~I |~ ~ J,lS i,j~ ~I r,Jl... 1"1J\_,~ l» J.4 V'A o\_,wl ~

~, ~ ~ jk.~}i ,~I u~1 ~ Dy~ ~y!J1 ft.; 4J6.!}J

tA ..;loII, WM">. ;SY 'r~I 4...uill1\_~E\_ ~ - - - L1 ~ ~1,r~ ... ~I UI ~I ~I ~I

'-1?~ ~ ."...J\ r... Jll..! eE\_ llJ.?!).T ~ J; \.t...!JII.j\_ ,r...JII).T UI ~I .iWI

~J~I~laJ'~ -, ~

~ J.IWll1Ai iJ.4 JI\_.J.. J\_,uJI 1.j\_)1..~j.)l 'i\_)~1 ~ U1J.4 ~ U1 --4."...J1 uk ~

J .lkII11A i~ J ~ ~y) (\$)\_4--J1k ~ ,4=U ~ ~4.1 ul~.)1 .l!;w 1\$1

~ .).~ 4 ~, w j ~ r!J1! ..,w! i~b) JJ-J' u1 ~."...J1 ~ ~ ,0LI ul~J...4j.)1 ~,w 1\$1

LoS. ,~;..ill ,J.?.~JI ~ "4il ~ ~.) .i~ ~ ~t.;. l..!Y u~ll.jl ) ~I

L\_H (to ~).t.....: JII ~I .)1.l!~1 ~ )) Ijj~ ~O!~ ~

(r..i.. ~ .~ - J-A' T r..i.. 4..16.t..r~ \* WI ~...) #m .,1J\ T 1.j..WI t..k..! ~ m..p..,r..L)4 L..u..

~y) 1.j..J4;il1 ~ (:)~ r~ u-h.ul .01;."4 j4J.=..1 ~y!J1 j~ ~,lh.J1 ul.lll....J1

~ ~ ~I ~j .l!~1

A...aL&JII~I~ -".

~ ~ tiil,JA uk ~ ul u.b411\_0A JItiJl Jl J.)tiJi uk ~,-" .

J~ b~ .)~ ,tA ~)~ ~I rl~1 t) ~ ~ !} ~,..JI JI 0""

r..yk. ~ LoS ""-! ~).)l ~I ~ ~ ~1J-41.j1.)1~Ifi.;i

~I..r-J ~y!J1 uk ~).)l~I\_...lb~ u.t.l)A~! .

,~ 4:!!1\_JWI ..)~.JII 0"! Ij! A ~y o1) ~ r~ J}.iJ\ r~ "!".

ub'-:JI l)A d..JJI.i.aY! f~ fo. ul '4F.) ,J.)~1 l:U 0A '!' i\_,rul

~ ~ 4\_U1"..., ~ J~\ UJ.)~)L..JI ..illi ~ ~'1' JI **▲**

..ill~ ~ ...>^! ^! L)4

~,JA JIt.) c.,)is J JI.) .y.)J,JA u~ u.bL,JII)A J.)tiJl JItiJl ~ r-!"•

~ ~ ,;.-JI F..>#J 'O:~.uuu....1 .JItJ 4..Je ~ (\$1 JVJ

11A'\_(A '!. i\_..gJl, l..A~.~ , u.Jl ~ ~ J-Jl.I.Wi.J >^! Uo ..>F.) l\_,'W..,

.J~I

~ 4..:i1,JA J-I **u. ~**) .bL:J1\_0A JItiJl .)l J.)tiJl rfo. t-!"•

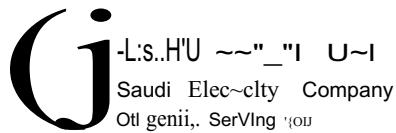
~)~JI f""!f'1~1 r~ (\A\_)W „l ~I rl~1 ~ ~y!J1 0A ~

.iSa.lll~ '9j; J.?1 0A..b.ii '+o1~IJ ' (\$\_p.1 JL.c.11.j1 i.) ~fl

)I\_, u.b'-:JI 0.A "-:JII. ul.!\_...:iJ.ul.!\_...:o= ~J~ J" LWI ~ 0!"•

(4.SJJ1 r.Jlp] ~1 illcw:i4;illl U04ill ~CJ.5. -"T" JI~I

(~T • T , j.!,!)



or logo in any other works, and shall use it only for the execution of this Contract.

20-5 CONTRACTOR shall be liable for its own and its SUBCONTRACTOR's acts and / or suppliers and / or agents and / or its employees and / or any representatives and / or agents, and others directly or indirectly associated with the implementation of WORK with regards of misuse of COMPANY's name or logo. CONTRACTOR shall abide by this Contract, and shall indemnify and hold COMPANY harmless from all claims, suites, costs, losses, fees, and damages incurred as a result of misuse of its name or logo.

#### **21. CONTRACT LANGUAGE**

If there is any discrepancy between the CONTRACT Arabic Text and English Text, the Arabic Text shall prevail.

#### **22. GENERAL PROVISIONS**

The CONTRACT supersedes all previous agreements, correspondence, understandings and representations between the Parties concerning the WORK, and constitutes their entire agreement concerning the WORK to be performed hereunder. No promise, agreement, understanding, representation or modification to the CONTRACT shall, be of any force or effect between the Parties, unless set forth or provided for in the CONTRACT or an AMENDMENT.

#### **23. Penalty for Failure to commit to Local Content plan**

If CONTRACTOR fails to commit to Local Content Measurement Template, COMPANY shall impose penalties according to Appendix I of Schedule "A" (Terms and Conditions of Local Content).

#### **24. SPECIAL TERMS AND CONDITIONS**

Should the Special Terms and Conditions set forth below conflict with any other terms or conditions of the CONTRACT, the Special Terms and Conditions contained herein shall prevail:

*End of Schedule "A"*

U:!:U~I J1/J 4\_jc. ~ 'it )/J ~Y' JltJ II~J JltJ y~.)."..."  
L...~I Mi:UJ ..Y-".u.,>F: J Y-".u.,~1~ .~I~ -"I ,.r. J ~.T:~ .~  
~~ ~I I~ ~~ rfo.J ' ~yJl j.A.!,) 1"""t~1 S~t....H~  
!'"J-")IJ \_;L...:JlJ ~IS:iIJ YL:::i1lJ(SJlJ:~+ ()~ ~;-JJl J:t...:J  
'SL.."1 ~ . tA.l...IS:iiJ ~ ~.111.1 .oo=1.)'uj ~ -11,J . "1J wU\,bl1 J  
.tA.Ju! Jl ~I rl~1

~1t.i...J ~,

EJ ~ ~.~. I - "-II u...LIW ~ J ~ ~.~. II u...LIW .l...i...JI ~ 'I Jj:H U)\...l...:1 ~ r?\_J ~ C.J'  
.II J...!..I.~.I.~. ~ 'I A.Lr....! .. ~ .J=5..II U\,lt....J . U...~.II

d...~ e~1 ~~

~ ,J.-jl U~ l):i\_..bllU:H ~LJl wlAAtiJlJ w~lyJlJ wl,iiillm)1 ~ ~ ~I I~ J=.;  
'1 Lj~c. 'J J. .uJl ~ o.W:i I...III II w...m "zL~ t..ui' ~u... 4Jk. "l.i:i")1~"La J,...,IS ~ "  
~ yk ~ Jl ~Y. r| L. l):i;WI ~ J~ Jl yl 'il ~I 141J.!~ Jl U~ Jl t3l.i:i1Jl.Ic. J  
.J.!..lllrlyl.b c.,! Jl .u...Jl

~1 csH' U"J.'z;j...i. eU~11e'S. Jb Wl ~L..J.)l' -~t

IIiJ ~ wL.l\_p u:a;i.) ~y!Jl rJSJ ,~I (.Sjh.Jl J"Y! c:~ J};i..ll l"ljll l".lc.~6. c.,!  
.(-I (.Sjh.Jl l"~J .1.Jy!.) "l" JJ~ , "s.) ~

~I I~ lJA \_p.i JJ~ c.,! 'S~)J .1.Jy!.) r~1 ~1t" 1\,j~4l .1.Jy!JlJ r~\,1 w...;..).aii I~!  
.J~I I~ ~ ~I ~I:Jl .1.Jy!JlJ r~ 'J4 ~).li

(<ujJi uJ.J.I ~1 &LIGI:Jl 4LAJ ~.4J.. -"1" JJOjjOII  
(r' n Jt.)~

24. SPECIAL TERMS AND CONDITIONS

Should the Special Terms and Conditions set forth below conflict with any other terms or conditions of this CONTRACT, the special terms and conditions contained herein shall prevail:

24.1 Add the following Paragraph 2.9, under Paragraph 2" CONTRACTOR General Obligations";

2.9 Appoint CONTRACTOR Administrator and Accounts Coordinator:

At no additional cost to COMPANY, CONTRACTOR shall appoint the following Personnel(s) for the whole duration of the CONTRACT:

2.9.1 Contract Administrator: shall be responsible for CONTRACT administration including but not limited to:

- a. Prepares proposals on COMPANY's SERVICE ORDER's Invitation For Proposals (IFP) and ensure that qualification of proposed candidate(s) are in accordance with the minimum requirements as specified under Appendix I, Schedule 'B' of this CONTRACT.
- b. Liaise with authorized COMPANY REPRESENTATIVES on all matters pertaining to propose candidates; mobilization status of selected candidates; accreditation process of selected candidates into any professional organization as required.
- c. Must have comprehensive knowledge and understanding of all terms and conditions of the CONTRACT and ensure compliance thereto. Provides assistance to CONTRACTOR's Accounts Coordinator in process of invoices among other related matters.
- d. Must be familiar with COMPANY's applicable guidelines and procedures.
- e. Must be responsible for processing, maintenance and monitoring of COMPANY ID's issued to CONTRACTOR's personnel. Must ensure that COMPANY ID's are renewed prior to expiration date and should not deduct the penalty imposed by COMPANY for any delay in renewal to CONTRACTOR's personnel.
- f. Cooperate with COMPANY REPRESENTATIVE in providing information, data and ad hoc report relevant to

this CONTRACT as requested from time to time by the COMPANY.

2.9.2 Accounts Coordinator - shall be responsible for, and including but not limited to:

- a. Preparation of Invoices with complete necessary supporting documents in accordance with COMPANY's accounting requirements.'
- b. Must have sufficient knowledge of COMPANY's Code of Accounts, Invoice processing through SAP system.
- c. Coordinate with CONTRACTOR's Contract Administrator on as required basis.

2.9.3 CONTRACTOR can appoint one or More Individuals to act as Contract Administrator and Accounts Coordinator.

#### 24.2 CONTRACTOR Personnel

24.2.1 CONTRACTOR shall not employ temporary or agency personnel in the WORK without COMPANY's prior approval.

24.2.2 All CONTRACTOR's personnel shall be able to speak, read and write English and be able to read and interpret drawings and specifications. All reports and written communications are to be in English.

#### 24.3 Cyber Security

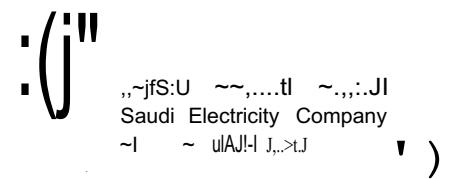
24.3.1 CONTRACTOR shall apply latest Cyber Security standards when uploading COMPANY's files and engineering designs on the Internet.

24.3.2 CONTRACTOR shall maintain all data related to COMPANY and its sensitive infrastructure projects by implementing COMPANY's information security requirements. CONTRACTOR shall be fully responsible for any leakage of such information and data.

24.3.3 CONTRACTOR shall comply with all the regulations, directives, guidance and instructions issued by the Kingdom and royal decrees related to Cyber Security.

24.3.4 CONTRACTOR shall not offer employment to any person who was an employee of COMPANY

*End of Schedule "A"*



## Appendix I of Schedule "A"

### Terms and Conditions of Local Content

1 Q j H~...  
•{1boJh(1gboJl d.l.3g  
l;j:bl filiiH C40ig  
IDCJUCON"ENTINOPRIVATE  
SOCTORDEVEL.OPI-1ENTUN..rr

L\_o\_j  
ng\_Gru1 eng  
LPbJI r:hiijJI i40iig  
LOC/ICON™ENTAND WITE:  
Stern-DERELOPMENTUNH

i. Definitions:

Local content plan: A template that is filled out by CONTRACTOR which reflects the proportion of the planned local content accessed during the CONTRACT execution period.

Audit Firm: One of the legal accounting offices approved by the COMPANY for auditing and verifying the accuracy of data related to local content submitted by CONTRACTOR.

Local Content: is the total spend in the Kingdom of Saudi Arabia on Saudi components including labor, goods, services, assets and technology.

Base of Local Content: is the minimum acceptable level of total spending in the elements of the workforce, goods and services, assets and technology.

ii. General provisions:

1. CONTRACTOR's commitment shall be at the level of the overall percentage of the local content and not on the inputs that are used to calculate the overall percentage of the local content.
2. Achieving the overall percentage of local content as contained in the local content plan is an integral part of the contract implementation obligations.
3. In case of that CONTRACTOR breaches its obligation to comply with the local content requirements, will lead to apply the fines below.

iii. Local content plan:

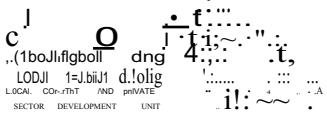
1. The bidder must follow the instructions mentioned in the local content plan guidelines attached to the Instructions to Bidders.
2. The submitted plan data must be consistent with what is reflected in the financial statements of the entity and according to the rules of Saudi Organization for Certified Public Accountants.
3. The local content plan should reflect the ratio of the local content out of the total expenses in this CONTRACT (CONTRACT level, not entity level), according to the local content plan.

iv. Validation of data:

1. COMPANY has the right to conduct the audit and approve local content reports or to use audit firm approved by the COMPANY.
2. CONTRACTOR must provide all information and documents that prove the accuracy of the data provided in the local content plan, upon request by the COMPANY or audit firm.

v. Follow-up the performance:

1. The local content plan audit report shall be issued within a period not exceeding 60 days from CONTRACT Final Acceptance/Expiry date.
2. The percentage of local content reached in the final report is the reference in determining the CONTRACTOR's compliance with the local content plan.



~U:..)LII1- ~J|

..IW1 ~ Oft J:::.. **4.1** J."... II..b..\wJ1 ~I i.Sji=.J1 ~ ~J ~\k.H r.ll.. Jii)o ~ r..!! [~..,..1 ~H\$~I U::..  
!)o ~IJ c)-ll i.Sjh.JY ~I c::..ll+,H !)o .ISWIJ ~.lII ~y.J1 Jii O- o-1 ~ylill ~6.J1 ...,~ koo.l ~nll ...,is.o  
.JJI:WI **J9**

J."....~IJ c::..t...l:JII.tblIJ U.WI i.Sjill ~ ~l\_....II.>!"ll.a.II ~Jw... J:::..!)o ~l\_....J1 ~yJll.Sl..ll ~ Jl..i.i),1 **c)4!** ~II.S~I  
~IJ  
c::..t...l:JIIJ~IJ U.WI i.Sjill ..>?"Uc.~ ~Ju..J1 ~ !)o J..i.i),1 **c)4!** !)o J.P.JI ~.l~I ~I ~. ~I I.S~ uJ..o'll J..i..  
~IJ."....~IJ

~~ l"!S..ll - \;,|~

~I yt.u...1 **ti 4!!c-** ~l.ll..ll ~I uk. ~J ~I i.S..;ll ~)I ~I i.S.fo.w uk. JJI:WI r.lj:ill ufo.  
.IW1 iWI c::..t.y!P(A).!W~ ..t, 'l i.S..;ll ~ ~ t..... cr.r'l i.S..;ll. Ul...:."~ ~I ~. ~\*  
,.lli O.l)\_ll c::..L..L.fo"llb ;J..i ~ ..IWY ~y..;o. Y:j..! ~ ~~ u! ~I i.Sji=.J1 c::..4llolo~ ...JiJl..JJtWI ~I ej...**J**

~|~~|&-~

~ ~I c::..~o,!WI;J1 c)=.J1 i.Sji=.J1 ~ [~..,..; ~ (\$..l..;J),l~l!l ~ o.J"s..l.J1 c::..A;l..tl..U1~b.llr.li.. uk. ~AI  
.c::..I~lkll

.0..!l..Jtill~h..J1 ~l\_....J1 ~l..! y..J oWu..ll ~IW1 ~Jjill ~ 4..& **ti**..t.. ~ 'l..l..lJ ~I a..I..;Jb..;ll..lfo Ul ~ y  
~ ~J.IW1 i.S.fo.w ~ (\$1) .IW1II .. ~ JJI:WI c::..lW **c)4!** !)o ~I i.Sji=.J1 ~ c)-ll i.Sjh.J1 a..b. **u&i** Ul ~ r  
.c)=..J1 i.Sjh.J1 a..b. [~..,..;llJ ~ (oL:uJ1 i.S~

~u\H1 ~ **(04 Jb=ll - ~IJ**

~ **J..!l' (O4** ~ ..,..,.. ~ ~t..;..1 J ..,..,.. ~ 'l ..,..,.. i.S..;.. 'l ..,..,.. JU! .IWc.1J ~ ~ ~ ~ ~ J..!l' ~ J..!l' ~ **ll**  
~yJ1 y..ll. ...c. ~I i.Sjh.J1 II"4i [~..,..; ~ ~li..ll c::..ll..l..ll ~ ~ \_ll ~e..,..ll c::..t..,..ll..S l"!~ JJI:Wlfo. "W  
~~..uJI~JI

,..,..|~!.. ~U.. \_L...~

t!..,..i..!W1 ~4..ill t!)~ !)o **r~** .. jJ4..,..i..i ..;is J:i..! ~I i.Sjh.J1 ~ ~ ~I Y..fo ..J1~l!- <..J1U!kjl..ll JI asySJl **r..fo**  
.W ~I r~ll

..,..hJ1 i.Sjh.J1 ~ JJI:WlJill i.SolAl..,..i ~ t!..,..;J1 ~ ~I y..foli Jij **4..!ll** J.,..,..;il **ti** ~I ..hJ1 i.Sjh.J1 ~ ..,..i..i y

vi. fines

The below listed fines shall be imposed on CONTRACTOR except if CONTRACTOR submits acceptable justifications by COMPANY.

| Section                  | . The Fine Imposed (SAR)                                                                                                                         |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Compensation of Saudis   | (Planned Saudis salary expenses - Actual Saudis salaries expenses)* 50%                                                                          |
| KSA supplier development | (Planned local supplier development expenses - Actual local supplier development expenses)* 10%                                                  |
| Local goods and services | (Planned local goods and services expenses - Actual local goods and services expenses)* % (for Capital Contract / 30% for Operational Contracts) |
| Training of Saudis       | (Planned Saudis training expenses - Actual Saudis training expenses)* 10%                                                                        |
| Assets Depreciation      | (Planned depreciation expenses of assets - Actual depreciation expenses of assets)* 10%                                                          |

vii. Base of Local Content

The Local Content base shall be applied on the projects listed below:

|   | Projects                                                                | Base   |
|---|-------------------------------------------------------------------------|--------|
| 1 | Overhead Transmission Line projects (Extra high voltage - high voltage) | 35.25% |
| 2 | Underground Transmission Line projects (Extra high Voltage)             | 35.3%  |
| 3 | Underground Transmission Line projects (high Voltage)                   | 37.1%  |
| 4 | Transmission Substation projects (high voltage -132 kv)                 | 25.6%  |
| 5 | Transmission Substation projects (Extra high voltage - 380 kv)          | 15.65% |
| 6 | Distribution Network projects                                           | 36.5%  |
| 7 | Combined Cycle Power Plant projects                                     | 17.2%  |
| 8 | Gas Turbine Power Plant projects                                        | 17.9%  |

|                                                                                        |                                |                                                   |
|----------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------|
| :2S..;JJ1s.II.Ufo                                                                      | ...1.;).J!Jli.J1               | {:!.li:IUb ~ "il .UJI JJ.I.;J1y..r. ":"L.I..;..I~ |
| (<iJ~ IJ..!)) ~}~                                                                      | ~1~!1.i ~!; ~~~ ,              | '~h'''                                            |
| %0." ('4Ja.II1U!,I.I_....!1.,,ulJ)~J .....,~                                           | U!,I.I_....!1.,,ulJ.)~)l.....) | U!d,I_....!I ...,,ul)                             |
| %' •* (~  i):!b...! U!:I.I)yJl y___.bj"~:U1..... - ~  ~  U!:I.I)_...!D!_bi ~j.....)    | ~  U!:I.I)_...!D!_bi           |                                                   |
| * (~  ~  ~."   ":"~IJ ....4-1W1~.)l..... - ~  ~_,Jl ":"~I.J ....4-1W1~.)l.....)        | ~_,il ":"~I.J ....4-1W1        |                                                   |
| (~I.IjWI%". 1~t...!)I.IjWI %0)                                                         |                                |                                                   |
| %' ." ('4Ja.II1U!,I.I_....!1.,,ulJ)ki ~.)l..... - ~  U!,I.I_....!1.,,ulJ)ki ~.)l.....) | U!d,I_....! ,~,ul)ki           |                                                   |
| %' ." (~  J"....\11 ..!)I.A1~.)l..... - ~  J"....\11 ..!)I.A1~.)l.....)                | J"....\11 ..!)I.A1             |                                                   |

| :\.j.II J.J~I ~ :.....,....II...C.'II J!I.b.i c)r. c)o..Jl .sjb-Jl t,}'t....l.b..,~ |                                                   |    |
|-------------------------------------------------------------------------------------|---------------------------------------------------|----|
| I.)"t..~I .k;                                                                       | euu.J1                                            | I. |
| 35.25%                                                                              | !)WI.J iYill ~  Jiill ~ ~l_,.ll .l._,b.ll ~.)W... | ,  |
| 35.3%                                                                               | iYill ~  Ji; ~ ~.)\11 .l._,b.ll ~.)W...           | '  |
| 37.1%                                                                               | .)L..!1~  Ji; ~ ~\}11 .l._,b.ll ~.)W...           | !" |
| 25.6%                                                                               | (132 kv) ~\ ~ Ji,ill d.b.. ~.)W...                | t  |
| 15.65%                                                                              | (380 kv) ~\ 3.UM! Ji,ill ;..1b.. ~.)W...          | o  |
| 36.5%                                                                               | ~jjill ~ ~.)W...                                  | i  |
| 17.2%                                                                               | I.p.yJl .!;ijill ;..1b.. ~.)W...                  | v  |
| 17.9%                                                                               | I;jWI ;..1b.J\ ~.)W...                            | !! |

Schedule "A" - Appendix II

SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

This Appendix (II) will be considered as an integral part of Schedule "A" of this Contract.

This Appendix (II) has not been translated into Arabic. CONTRACTOR and COMPANY agree to be bound by the English text.

TABLE OF CONTENTS

GENERAL PROVISIONS

1. COMPLIANCE WITH SAFETY, HEALTH MANAGEMENT SYSTEM (5 Star) AND ENVIRONMENTAL REQUIREMENTS
2. DEVIATION FROM SAFETY AND ENVIRONMENTAL REQUIREMENTS
3. FAILURE TO COMPLY
4. COMPANY ASSISTANCE

SECTION I:- SAFETY AND HEALTH REQUIREMENTS:

1. LOSS PREVENTION PROGRAM
2. WORK PERMITS
3. WELDING AND CUTTING EQUIPMENT
4. PERSONAL PROTECTIVE EQUIPMENT
5. TOOLS AND PORTABLE POWER TOOLS
- , LADDERS
- v SCAFFOLDING
- A ELECTRICAL INSTALLATIONS AND EQUIPMENT
- ~ CRANES AND RIGGING EQUIPMENT
- I MECHANICAL EQUIPMENT
- II TRANSPORTATION
- III INJURY AND DAMAGE REPORTING
- IV EXCAVATIONS
- V FIRE PREVENTION
- VI FIRST-AID FACILITIES
- VII TRAFFIC AND PEDESTRIAN CONTROL
- VIII CONTRACTOR CAMPS

## **SECTION II - ENVIRONMENTAL REQUIREMENTS:**

1. INTRODUCTION
2. APPLICABLE SEC ENGINEERING REQUIREMENT
3. WASTE MANAGEMENT PROGRAM
4. WATER SUPPLY PROTECTION
5. WASTE WATER MANAGEMENT
6. SPILL CONTROL
7. SOLID WASTE MANAGEMENT
8. AIR POLLUTION MITIGATION
9. NOISE CONTROL
10. FOOD SERVICE HYGIENE
11. CAMP SANITATION

## **SECTION III- VIOLATIONS**



## SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

### GENERAL PROVISIONS

#### 1. COMPLIANCE WITH SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

CONTRACTOR and all CONTRACTOR employees, agents and SUBCONTRACTORS shall comply at all times with all applicable Saudi Arabian Government Safety, Health and Environmental Regulations, Standards and Directions, Regional and International Environmental Agreements, Conventions and Protocols ratified by Saudi Arabia.

CONTRACTOR shall also take or cause to be taken any additional measures under the direction of the COMPANY REPRESENTATIVE to prevent the injury or death of any person, or any damage or loss of property, loss of process, or damage to the environment during CONTRACTOR's performance of the WORK.

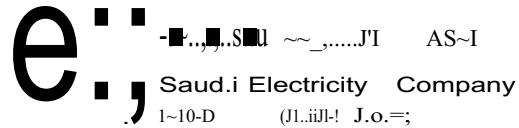
COMPANY reserves the right to monitor and inspect any WORK SITE, lay down yard, fabrication yard, clinic, camp, office, accommodation and dining facility (on or off COMPANY property) for compliance with the above stated Safety, Health and Environmental Requirements.

#### 2. DEVIATION FROM SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

COMPANY does not accept any responsibilities for any infringement of the General Environmental Regulations and Environmental Standards which may be committed by the CONTRACTOR. Any deviation by CONTRACTOR from the General Environmental Regulations and Environmental Standards (if any) shall be approved, in advance, in writing by the COMPANY REPRESENTATIVE.

#### 3. FAILURE TO COMPLY

Should CONTRACTOR fail to comply with any of the requirements of this Appendix II, COMPANY reserves the right to notify CONTRACTOR of this situation. Upon receiving such notification, CONTRACTOR shall immediately take all necessary corrective actions. Any corrective action shall, unless provided otherwise in this CONTRACT, be taken at CONTRACTOR's expense. The corrective action shall include all expenses of the corrective actions,



penalties imposed by concerned governmental agencies, expenses and damages to people and property, lawsuits and legal and procedural fees. If CONTRACTOR fails to take prompt corrective action, the COMPANY REPRESENTATIVE may direct CONTRACTOR to suspend all or part of the WORK pursuant to Schedule "A" until satisfactory corrective action has been taken. Costs incurred by CONTRACTOR as a result of such WORK suspension shall be solely CONTRACTOR's responsibility, and any resultant CONTRACTOR performance delays shall not be deemed excusable hereunder.

CONTRACTOR shall not be responsible for any pre-existing pollution, contamination or harm to the environment at the WORK SITE. However, unless otherwise directed by COMPANY in writing not to do so, in the event of discovery of any pollution or harm to the environment, CONTRACTOR shall immediately inform COMPANY and take, following the COMPANY's approval, the necessary action to remove the pollution or harm to the environment and COMPANY shall reimburse CONTRACTOR the actual verifiable and auditable costs incurred by CONTRACTOR for the effort and if relevant shall equitably extend the Critical Milestone Dates of the WORK.

#### 4. COMPANY ASSISTANCE

CONTRACTOR may request assistance from COMPANY with respect to obtaining copies of and the implementation of Safety, Health and Environmental Requirements. The COMPANY REPRESENTATIVE (or the COMPANY REPRESENTATIVE'S designated party or parties) may provide assistance to the CONTRACTOR by explaining good safety and environmental practices, pointing out unsafe conditions, and by applying experience and judgment, to assist CONTRACTOR in improving safety and to safeguard the environment. Such assistance by COMPANY shall in no way relieve CONTRACTOR of its responsibilities as set forth in this Appendix II.

#### END OF GENERAL PROVISIONS



## SECTION I - SAFETY AND HEALTH REQUIREMENTS:

### 1. LOSS PREVENTION PROGRAM

CONTRACTOR shall prepare and submit a Loss Prevention Program with a job-specific Hazard Identification Plan (HIP), as described in section 1-1.3 of the SEC Construction Safety Manual, to the COMPANY REPRESENTATIVE for approval no later than fifteen (15) working days before starting WORK. CONTRACTOR shall ensure full implementation of the Program. CONTRACTOR shall appoint a qualified full-time Safety Supervisor (who is subject to COMPANY approval), fluent in spoken and written English, to coordinate the Loss Prevention Program. He is to be provided with a dedicated means of transportation. The name, qualifications, service vehicle type, phone number, and address of the Safety Supervisor shall be submitted to the COMPANY REPRESENTATIVE for approval and concurrence. The Safety Supervisor shall be frequently present at the WORK site while CONTRACTOR personnel are working.

The Program shall outline specific essential measures to be taken by CONTRACTOR to prevent human injuries, property/equipment damage, loss of process, or damage to the environment and to ensure compliance with this Appendix II.

The Program shall be organized and implemented by each craft or crew supervisor. It shall include a specific plan to hold a documented ten-minute safety discussion, organized and implemented by each craft or crew supervisor at least one day in each working week. These meetings shall be monitored by CONTRACTOR'S management and key staff personnel.

### 2. WORK PERMITS

CONTRACTOR shall obtain a WORK Permit for any WORK to be carried out during each shift in any COMPANY specified "Restricted Area" or as may be required by the COMPANY REPRESENTATIVE. It shall be CONTRACTOR's responsibility to ascertain, in advance, whether the WORK area is designated a Restricted Area. The COMPANY REPRESENTATIVE can give guidance on Restricted Area locations. CONTRACTOR shall only provide qualified and certified craft personnel to execute and/or supervise WORK. WORK Permit courses are provided by the Loss Prevention Department. The certificates of all COMPANY contractors shall be approved by the proponent organization superintendent.

Supervisory personnel or other qualified staff must always be present at the WORK Site while any WORK is in progress. All WORK Permit procedures shall be carried out by CONTRACTOR in accordance with COMPANY 5Star System.

3. WELDING AND CUTTING EQUIPMENT

All welding and cutting equipment shall comply with COMPANY 5Star safety and health management system, and be maintained in good condition. All CONTRACTOR welders or welding operators shall be qualified and certified

4. PERSONAL PROTECTIVE EQUIPMENT (PPE)

CONTRACTOR shall, as a minimum, provide, maintain and enforce the use of the items of personal protective equipment (PPE) as required by COMPANY 5Star safety and health management system. CONTRACTOR shall comply with these requirements and all PPE requirements stipulated by the manufacturer of the hazardous/toxic material. Specifications of all PPE to be used by the CONTRACTOR shall be included in the CONTRACTOR'S Loss Prevention Program submitted for review.

5. TOOLS AND PORTABLE POWER TOOLS

Tools shall be equipped with proper safeguards and used only in applications for which they were designed. All tools (including portable power tools) shall be free from any defect and maintained in a good operating condition. COMPANY reserves the right to reject, remove from site or destroy tools and portable power tools found to be defective or of substandard quality. "Homemade", including "Shop-made", tools are strictly prohibited.

i LADDERS

CONTRACTOR shall ensure that only metal, fiberglass, or timber ladders meeting COMPANY 5Star safety and health management system (standard 2.4 ladders, stairs, walkways and scaffolding) are provided and used for ingress to and egress from WORK places, where other means of ingress and egress are not available.

v SCAFFOLDING

CONTRACTOR shall ensure that all scaffolding WORK and materials are in full compliance with the COMPANY 5Star safety and health management system standard 2.4 ladders, stairs, walkways and scaffolding.



,;.;t~ ~",\_,....\_tl AS'~I  
Saud.i Electricity Company  
,06..I,> 10-D UUi:i I,J.o=.i

A ELECTRICAL INSTALLATIONS AND EQUIPMENT

All material and equipment used in temporary electrical installations shall meet COMPANY 5Star safety and health management system standard 2.12 General Electrical Installations and Flameproof

~ CRANES AND RIGGING EQUIPMENT

CONTRACTOR shall ensure that all lifting devices and every part thereof, including all equipment used for anchoring or fixing such devices, shall be in good mechanical operating condition, free from any defect, and constructed of materials with a specified strength suitable for the intended use. CONTRACTOR shall also ensure that such lifting devices are properly inspected, maintained, and affixed with COMPANY certification stickers. All chains, hooks, slings, shackles and other equipment on a lifting device used for raising or lowering shall be of a COMPANY approved type and maintained in good condition. All cranes and elevating/lifting equipment shall be inspected and certified by COMPANY before being permitted to operate on COMPANY projects.

All mobile heavy equipment and crane operators shall possess a valid Kingdom of Saudi Arabia specific heavy equipment operator's license and be certified by COMPANY to operate such equipment. Riggers that are certified by COMPANY shall be provided for all lifts.

\. MECHANICAL EQUIPMENT

All of CONTRACTOR's and SUBCONTRACTOR's construction and installation equipment shall be suitable for the safe and efficient performance of the WORK.

All such equipment may be subject to inspection/calibration from time to time by COMPANY or other regulatory organizations. Any such equipment which is rejected as not conforming to the foregoing shall be promptly removed from the WORK SITE by CONTRACTOR and replaced with equipment acceptable to COMPANY without additional cost to COMPANY and without delay in completion of the WORK.

All moving parts of any equipment shall be securely guarded to prevent access to these parts by persons working on or passing through the WORK Site.

\\ TRANSPORTATION

CONTRACTOR shall ensure that passengers shall travel only in vehicles that are provided with passenger seats. This requirement shall apply for travel to and from any WORK Site, and at the WORK Site itself. Seat belts shall be installed

for all seats and used in all vehicles carrying personnel (except in the case of buses where seat belts are mandatory only for the driver).

The towing of small equipment, such as compressors, welding machines, etc., is allowed, but only after the equipment is properly and safely connected to the tow vehicle (i.e. all safety pins, safety chains, shackles and brake/indicator lights are in place). The towing speed of the vehicle shall not exceed 40 kilometers per hour at any time within COMPANY facilities and project sites. For highway travel, such equipment shall not be towed, but shall be carried in a flat bed truck, etc.

CONTRACTOR shall comply with all pertinent requirements of the Saudi Arabia Government traffic regulations for transporting materials and supplies.

I" **INJURY AND DAMAGE REPORTING**

CONTRACTOR shall ensure that an immediate oral report and preliminary written report is made to the COMPANY REPRESENTATIVE as per COMPANY 5Star safety and health management system standard 4.2 Accident Reporting and Investigation.

II **EXCAVATIONS**

CONTRACTOR shall ensure that all excavation WORK is carried out according to the requirements of COMPANY 5Star safety and health management system standard 2.27 Excavation and trenching.

If **FIRE PREVENTION**

CONTRACTOR shall provide and maintain in good working order suitable firefighting equipment according to COMPANY 5Star safety and health management system. All CONTRACTOR personnel shall be properly trained in the use of such equipment. Storage, laydown and fabrication yards shall be laid out in accordance with COMPANY 5Star safety and health management system standards.

10 **FIRST-AID FACILITIES**

CONTRACTOR shall provide and maintain adequate first-aid facilities at the WORK Site in accordance with COMPANY 5Star safety and health management system standard 5.6 First Aid Responder and Facilities and standard 5.7 First Aid Training.

Any construction work which will affect vehicle or pedestrian traffic in any way shall be done in accordance with the Saudi Arabia Government General Department of Traffic and COMPANY 5Star safety and health management system.

,v **CONTRACTOR CAMPS**

Prior to the commencement of any contractual activity at any site, CONTRACTOR shall obtain, through the Company REPRESENTATIVE, the requirement of COMPANY 5Star safety and health management system.

COMPANY reserves the right to periodically re-inspect any camp facility to ensure that all COMPANY safety, health and environmental requirements are being complied with.

END OF SECTION I

## **1. INTRODUCTION**

This section covers various Environmental Regulations, rules, Standards and Directions/decisions applicable in the Kingdom of Saudi Arabia regarding the environment including the General Environmental Law and its implementing regulations that CONTRACTOR shall meet during the execution of the WORK inside/outside COMPANY sites, construction sites, and CONTRACTOR camps located on COMPANY controlled land.

## **2. APPLICABLE FOR COMPANY REQUIREMENTS**

- 2.1 CONTRACTOR must acquaint itself with all applicable Environmental Regulations, Standards and Requirements relevant to the WORK.
- 2.2 If current environmental Regulations and Standards do not cover a specific situation, CONTRACTOR shall contact COMPANY REPRESENTATIVE for guidance and resolution.
- 2.3 CONTRACTOR is responsible to conduct any required testing and obtain all operating licenses from the competent/concerned agencies for all CONTRACTOR equipment and activities that might have negative impacts on the environment, as specified in the General Environmental Regulations, Rules of Implementations, Appendices and Standards.
- 2.4 CONTRACTOR shall implement the recommendations and conditions of the approved ESIA study for the project (if any).
- 2.5 CONTRACTOR shall appoint a qualified Environmental Coordinator and obtain approval from COMPANY Industrial Security Department in the Operating Area before commencing the WORK. The name and address of the Environmental Coordinator shall be submitted to the COMPANY REPRESENTATIVE before commencing the WORK.
- 2.6 CONTRACTOR shall submit periodic environmental reports to the Project Management; at least one report per month. The reports shall describe, as minimum, all CONTRACTOR activities and equipment that could have an impact on the environment, the mitigation measures, residual impacts, environmental pollution incidents and management of same, environmental monitoring and testing conducted by CONTRACTOR, permits and certificates obtained from the competent/concerned agencies.

~ 1.;t~      ~.:a~1      AS'\_.t;J'1  
 Saud.i Electricity Company  
 ~I      O= oUiJH ~

### **3. WASTE MANAGEMENT PROGRAM**

Concurrent with the preparation of the initial WORK Schedule, CONTRACTOR shall prepare and submit for review to the COMPANY REPRESENTATIVE a "Waste Management Program" that details sources and disposal methods for all liquid and solid wastes. This Program shall be in accordance with the General Environmental Regulations and Rules of Implementations, its appendices, any conditions imposed by General Authority of Meteorology and Environment (PME), and the recommendations of the Project Environmental Impact Assessment Study (if available).

### **4. WATER SUPPLY PROTECTION**

CONTRACTOR shall properly protect all ground and surface waters within and around the WORK SITE. CONTRACTOR shall implement all relevant clauses in the General Environmental Regulations and Rules for Implementation, Industrial and Municipal Wastewater Discharges Standards and Ambient Water Quality Standards, Environmental Construction Permit conditions and the approved Environmental and Social Impact Assessment (ESIA) recommendations to ensure that water sources and supplies are not contaminated. CONTRACTOR shall collect, analyze water samples and prepare reports to verify compliance with regulations. CONTRACTOR shall also optimize the usage of water in the WORK SITE and CONTRACTOR's facilities by monitoring water use and installing water usage efficiency devices.

### **5. WASTEWATER MANAGEMENT**

The basic design of all wastewater treatment units and the disposal of sanitary/industrial wastewater shall comply with the following:

- 5.1 General Environmental Regulations and Rules for Implementation,
- 5.2 Appendix-4 of the General Environmental Regulations "Hazardous Waste Control Rules and Procedures - Document 01- 1423",
- 5.3 Industrial and Municipal Wastewater Discharges Standards,
- 5.4 Ambient Water Quality Standards,
- 5.5 The Royal Commission of Jubail and Yanbu "Royal Commission Environmental Regulations - RCER 2015 Vol I", and Saudi Aramco Environmental Regulations and Standards for WORK inside and around the Royal Commission of Jubail and Yanbu and Saudi Aramco jurisdictions,
- 5.6 The Regional Organization for the Protection of the Marine Environment (ROPME) Protocol Concerning Marine Pollution Resulting from Exploration and Exploitation of the Continental Shelf,
- 5.7 The Regional Organization for the Conservation of the Environment of the Red Sea and Gulf of Aden Protocol,



- 5.8 PME Construction Permit conditions,
- 5.9 The recommendations of the approved ESIA.

## 6. MANAGEMENT OF ENVIRONMENTAL INCIDENTS

- 6.1 Before the commencement of WORK, CONTRACTOR shall prepare WORK SITE Emergency Response Plan and send it for COMPANY approval.
- 6.2 CONTRACTOR shall provide all equipment, materials, facilities and supplies necessary to manage environmental incidents as per the COMPANY-approved Emergency Response Plan.
- 6.3 CONTRACTOR shall provide adequate emergency response training for CONTRACTOR WORK SITE staff. Part of the training shall include periodic environmental emergency drills conducted with the coordination of COMPANY and other agencies as directed by COMPANY.
- 6.4 In the event of an inland or coastal oil spill, the Emergency Response Plan of the specific WORK SITE shall be followed.
- 6.5 CONTRACTOR shall take immediate action to stop, confine and contain a spill and promptly notify COMPANY and the appropriate parties as provided for in the Emergency Response Plan of the specific site.
- 6.6 Response of an environmental emergency shall also include recovery of the spilt hazardous material, clean-up and restoration to normal of the contaminated areas, disposal of contaminated soil and cleaning/absorption materials by a PME-qualified contractor, rehabilitation of the incident site and preparation of a report on the incident.

## 7. SOLID WASTE MANAGEMENT

### 7.1 Waste Disposal Program

The solid waste portion of CONTRACTOR's Waste Disposal Program shall include provisions for temporary site storage, collection, transportation and disposal practices all in line with the General Environmental Regulations and Rules for Implementation, Appendix-4 of the General Environmental Regulations "Hazardous Waste Control Rules and Procedures - Document 01- 1423", and MOMRA "Municipal Solid Waste Management Regulations".

#### 7.2 Waste classification will be according to the following:

- Hazardous Waste. - Wastes which constitute a high degree of hazard to the public health and the environment. These include



p..l!...>-f5:JJ ~o:l\_,.....J' I AS'\_,....tLII  
Saudi Electricity Company  
~I &0 vlli,:ih0 ~

materials which are flammable, corrosive, reactive, toxic, radioactive, infectious, carcinogenic, mutagenic or teratogenic and sludge; as detailed in Appendix-4 of the General Environmental Regulations "Hazardous Waste Control Rules and Procedures - Document 01- 1423".

- .. **Non-Hazardous Waste** Wastes which do not constitute a high degree of hazard to the public health and the environment. These include domestic sanitary waste water, final discharge of treated industrial wastewater, inert waste, commercial and industrial garbage, wastes that have been recycled in an acceptable manner, as detailed in Appendix-4 of the General Environmental Regulations "Hazardous Waste Control Rules and Procedures - Document 01- 1423".

When COMPANY facility is located inside the Royal Commission or Saudi Aramco area, the relevant waste management regulations shall be strictly followed by CONTRACTOR.

## 7.2 Hazardous Waste Storage and Handling

- 7.2.1 CONTRACTOR shall, when applicable, use Appendix-4 of the General Environmental Regulations "Hazardous Waste Control Rules and Procedures - Document 01- 1423", for its operations involving Hazardous Waste Storage and Handling:  
CONTRACTOR shall, in conjunction with the initial WORK Schedule, prepare and submit for review to Company REPRESENTATIVE the design, construction and method of operation hazardous waste storage and handling equipment and facilities as part of the waste management program (paragraph 3, Section II of Appendix II ).
- 7.2.2 All hazardous waste shall be stored in tightly closed, leak proof containers made of or lined with materials which are compatible with the hazardous waste to be stored. Containers shall be marked with warning labels to accurately describe their contents and detail appropriate safety precautions.
- 7.2.3 Incompatible hazardous wastes shall not be stored in the same storage or transportation container. The COMPANY REPRESENTATIVE will assist in determining the compatibility of the wastes.



fl.l;tJ4S:.U ~.=t\_,...\_tl AS~I  
Saud,i Electricity Company  
~l (J.D uUiJl-! J-o=j

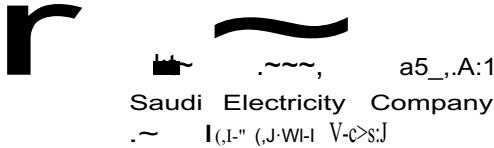
- 7.2.4 Hazardous chemicals shall be stored and handled in accordance with - the manufacturer's Safety Data sheet (SDS) or as defined by the COMPANY REPRESENTATIVE.
- 7.2.5 CONTRACTOR shall have readily available all the relevant SDS's at the chemical storage area and the location where chemicals are being used.

### 7.3 Method of Waste Collection and Disposal

- 7.3.1 Municipal and non-hazardous construction wastes shall be transported by CONTRACTOR to disposal areas in vehicles equipped to minimize windblown debris.
- 7.3.2 CONTRACTOR shall promptly clean up all spillages and waste lost from the vehicle on route to the disposal site.
- 7.3.3 Hazardous waste containers shall be collected and transported by a qualified CONTRACTOR in a manner which minimizes environmental, fire and explosion hazards and worker exposure. Transporting vehicles shall be properly marked and drivers shall carry the appropriate documents (waste manifest) describing the nature of the waste transported and its degree of hazard. Hazardous waste must be transported to a licensed COMPANY /CONTRACTOR-owned hazardous waste handling facility.
- 7.3.4 All vehicles and containers shall be designed to prevent the release of transported liquid and solid wastes.
- 7.3.5 Drivers shall have specialized training related to the handling, emergencies and disposal of their cargo and carry on board the relevant SOS's. Safety and fire prevention equipment, appropriate emergency response spill kits and telephone numbers to contact in an emergency shall be provided on the vehicle.

### 7.5 Solid Waste Disposal

CONTRACTOR shall incorporate the following into its solid waste portion of the "Waste Disposal Program" as minimum requirements during disposal operations:



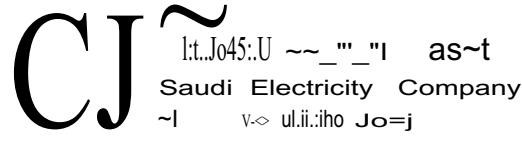
- 7.5.1 Discharge of Municipal and Construction Waste: Unloading of solid waste shall be confined to a small area as possible to accommodate the number of vehicles using the area without resulting in traffic, personnel, or public safety hazards.
- 7.5.2 Unauthorized Dumping: Provision shall be made to restrict access and dumping of unauthorized material. This includes the overboard dumping of construction debris-
- 7.5.3 The COMPANY REPRESENTATIVE will advise on problematic waste, as required, and provide disposal instructions.
- 7.5.4 Incompatible Wastes: These wastes shall not be placed in common cells, tanks or containment areas. Exceptions to this include the intentional combination of certain hazardous wastes to achieve neutralization and detoxification by qualified waste management personnel.
- 7.5.6 Environmental Water Pollution: Landfill operations shall not cause or allow the discharge of contaminants into the environment or adversely impact surface or groundwater systems.

## 8. AIR POLLUTION MITIGATION

- 8.1 CONTRACTOR shall comply with PME Mobile Source Emissions Standards, Control of Emissions to Air from Stationary Sources and Ambient Air Quality Standards.
- 8.2 All vehicles shall be properly maintained to minimize excessive exhaust emissions. Non-road mobile equipment and vehicles shall comply with the PME Mobile Source Emissions Standards.
- 8.3 Dust control shall be accomplished by properly wetting the WORK area prior to commencing the WORK and/or other approved measures.

## 9. NOISE CONTROL

Control of noise shall be accomplished in accordance with the PME Environmental Noise Standards. For construction related noise, CONTRACTOR shall use appropriate abatement and mitigation control measures.



10. FOOD SERVICE HYGIENE

CONTRACTOR food service shall comply with the appropriate (Ministry of Municipal and Rural Affairs )(MOMRA) regulations or guidelines related to restaurants and cafeterias.

11. CAMP SANITATION

CONTRACTOR camp sanitation shall comply with the appropriate MOMRA regulations or guidelines related to camp sanitation.

END OF SECTION II

### SECTION III - VIOLATION

COMPANY may in the case of CONTRACTOR's failure to meet any of the above requirements suspend work or any part thereof until CONTRACTOR perform all corrective work. CONTRACTOR shall not consider time lost as a result of the work suspension as a reason for requesting time extension or cost increase or compensation for damages. Without prejudice to the generality of the forgoing, COMPANY has the right to suspend the work, without liability for compensation, in case of the following violations:

1. Working without fully compliance with isolation, grounding and lock out tag out system.
2. Working without Work permits as per SECTION 1-2.
3. Lack of risk assessment.
4. Working without proper safe work procedures.
5. Working at height without fully compliance with SEC working at height standard.
6. Not wearing proper Personal Protective Equipment PPE when applicable.
7. Assign work to unqualified employees.
8. Not fasten vehicle seat built.
9. Using mobile phone while driving.
10. Working without SEC 10card.
11. Other high risk situations that may cause harm to people, property or environment according to SEC risk assessment.

### Safety and Environmental Liabilities:

CONTRACTOR assumes full liability for and shall compensate COMPANY, its authorized REPRESENTATIVEs, and any or all its employees and shall indemnify and hold them harmless from all claims, lawsuits, losses, legal and procedural fees, expenses or damages to persons or assets resulting from or incurred wholly or partially, either before, during, or after performance of the WORK and directly or indirectly attributed to CONTRACTOR's negligence or actions resulting in harm to the people, equipment's or environment.

SCHEDULE "B"Contract No. 4400015677SCOPE OF WORK AND TECHNICAL PROVISIONS  
"ITC MANPOWER CONTRACT"1. INTRODUCTION

- 1.1 This Schedule "B" establishes the scope and schedule of work and means of initiating the WORK to be performed by the CONTRACTOR pursuant to this Contract and describes or references the specifications, instructions, standards, and other documents, including the specifications for any materials, tools or equipment, which CONTRACTOR shall satisfy or adhere to in the performance of the WORK.
- 1.2 Because of the technical nature of the documents referenced in this Schedule "B", these documents have not been translated into Arabic. Both the CONTRACTOR and the COMPANY agree to be bound by the English text.

2. COMPANY - SUPPLIED MATERIALS. TOOLS AND EQUIPMENT

COMPANY shall furnish office supplies to be used at COMPANY's offices in Saudi Arabia including:

- 2.1 Personal computers with all required softwares and access to the relevant work manuals, forms, and systems under the supervision of company's representative
- 2.2 Telephones and office equipment.

3. GENERAL DESCRIPTION OF THE WORK

To provide experienced and qualified Information Technology and Communications (ITC) resources (including but not limited to, technical support for infrastructure, datacenters, network, information systems development and maintenance, project management office activities, strategic planning, services, etc.) to cover all COMPANY Operating areas in order to increase the system availability, reliability with high performance and to meet COMPANY service level agreements.

3.1 SCHEDULED SERVICES:

CONTRACTOR shall perform the following WORK in accordance with the schedule set forth:

"NOTHING"

3.2 SERVICE ORDER WORK:

With the exception of the WORK indicated in paragraph 3 above, CONTRACTOR shall perform the following WORK when specified in the SERVICE ORDERS issued in accordance with Appendix I & II to this Schedule "B".

Appendix I (Qualifications)

Appendix II (salary Range)

- 3.2.1 If and when directed in SERVICE ORDER(S) issued in accordance with the provisions of Attachment "I" to this Schedule "B", CONTRACTOR shall provide the required qualified manpower (herein referred to as "CONTRACTOR PERSONNEL" as defined in Paragraph 1.4 of Schedule "A") to perform the sourcing and commercial contracts management activities under the supervision and according to the instructions of the COMPANY REPRESENTATIVE.
- 3.2.2 Each SERVICE ORDER shall specify the required quantity and Job category of CONTRACTOR'S Personnel, WORK Start Date & WORK Completion Date; and work location. Payment to CONTRACTOR shall be in accordance with applicable provisions in Schedule "C" of this CONTRACT.
- 3.2.3 The required CONTRACTOR'S Personnel categories shall perform the procurement and commercial contracts management under the following Labor categories, in accordance with the COMPANY's contracting rules, manuals & guidelines, and under the COMPANY supervision and instructions.
- 3.2.4 COMPANY reserves the right to terminate Service Order issued to any CONTRACTOR personnel on a Yearly basis, by providing thirty (30) days prior written notice to CONTRACTOR.
- 3.2.5 COMPANY reserves the right to terminate SOs as Monthly Basis and Daily Basis by providing CONTRACTOR written notice of one month.

3.3 SPECIFIC DESCRIPTION OF THE WORK :

- 3.3.1 CONTRACTOR, from the CONTRACT signing date, to provide to COMPANY the following experienced and qualified personnel.
  - 3.3.1.1 ITC Technical Support Resources as per Schedule-B Appendix I.
  - 3.3.1.2 CONTRACTOR to fully mobilize required resources within Thirty (30) days from SERVICE ORDER issuance date.

3.4 CONTRACTOR PERSONNEL QUALIFICATIONS AND EXPERIENCE:

- 3.4.1 COMPANY reserves the right to:
  - 3.4.1.1 Accept or reject any or all the CONTRACTOR candidates based on submitted resumes and supporting documents.
  - 3.4.1.2 Reject CONTRACTOR candidates if submitted certificate copies are not identical to the original ones.
  - 3.4.1.3 Adjust (upward or downward) the CONTRACTOR personnel position and associated pay at any time during the CONTRACT upon

t

F>|;tJ4S3f ~.1,\_J1 as~I  
Saudi Electricity Company  
~IJ-but.a:i"~

a thirty (30) days written notice followed by a new SERVICE ORDER.

- 3.4.1.4 Waive some of the job description requirements.
- 3.4.1.5 Reject any CONTRACTOR personnel found unable to perform COMPANY requirements with written notice to CONTRACTOR within ninety (90) days from reporting date, without presenting the reject reasons.
- 3.4.2 All of CONTRACTOR personnel assigned to a SERVICE ORDER shall meet the minimum category prerequisites and be able to perform the role/function set forth in Schedule "B" - Appendix I .
- 3.4.3 COMPANY shall specify in each SERVICE ORDER the job categories and nationality required to be provided by the CONTRACTOR.
- 3.4.4 All the assigned CONTRACTOR personnel for this CONTRACT to be:
  - 3.4.4.1 Dedicated to work exclusively under COMPANY authority and the CONTRACTOR will not, under any circumstance, hire, replace, reclassify or fire, any of them, without COMPANY prior written approval.
  - 3.4.4.2 Work only for COMPANY for the duration of the SERVICE ORDER (including but not limited to, weekends, holidays and vacations). Under no circumstances the CONTRACTOR is allowed to transfer, replace, and/or engage any of the personnel in any work outside the scope of this CONTRACT, without prior approval of the COMPANY ITC Executive Director.
- 3.4.5 CONTRACTOR to ensure that their personnel are fit and able to work at all COMPANY locations.
- 3.4.6 CONTRACTOR to replace the following personnel categories (matching the job requirements and resolving COMPANY objections and/or comments, at no additional cost to COMPANY after obtaining COMPANY ITC Executive Director) written approval:
  - 3.4.6.1 Unsuitable candidates to be replaced within seven (7) days from COMPANY notification.
  - 3.4.6.2 Unsuitable personnel to be replaced within fifteen (15) days from COMPANY notification.
  - 3.4.6.3 Personnel who qualify for annual leave must be replaced 3 days prior to last working day.
  - 3.4.6.4 Personnel on sick leave for more than two (2) days must be replaced immediately.
  - 3.4.6.5 Resigning personnel must be replaced 3 days prior to departure of incumbent contractor employee.
  - 3.4.6.6 The contractor is obligated to notify Saudi Electricity Company officially within a period of no less than two(2) months in the following cases:
    - 3.4.6.6.1 The contractor employee's desire to leave work in Saudi Electricity Company during the validity of the service order, and the work contract valid during the notification period, and both parties are obligated to implement all obligations arising from it.
    - 3.4.6.6.2 Unwillingness of The contractor employee's to renew according to the period specified above and before the end of the service order.

- 3.4.7 CONTRACTOR may subcontract any portion of the WORK under this CONTRACT with COMPANY prior approval.
- 3.4.7.1 In addition to the Subcontractor Approval, CONTRACTOR shall be responsible in explaining the complete Scope of Work/Schedule B; Pricing Attachments/Schedule C and Contract Attachments information to the Sub-Contractor and must obtain in writing that, Subcontractor fully understands the Main Contract and will fully cooperate with the Main Contractor to fulfill the Contractual Terms & Conditions.
- 3.4.7.2 The Main-Contractor shall not be relieved of any responsibility from the Terms and Conditions of the main contract, should the subcontractor fail to perform as per Contract.

4. CONTRACTOR PERSONNEL SALARIES AND OTHER BENEFITS

- For (Monthly) Payment Employee

4.1 COMPANY shall determine and advise CONTRACTOR, prior to awarding the SERVICE ORDER, the monthly basic salary applicable to CONTRACTOR personnel. The monthly basic salary will be within the salary range for such category of manpower set forth in Appendix II of this Schedule "B". Accordingly, CONTRACTOR shall pay its personnel assigned under this CONTRACT the following monthly compensation:

- 4.1.1 The monthly basic salary determined by COMPANY;
- 4.1.2 A monthly housing allowance equivalent to 25% of monthly basic salary; and
- 4.1.3 A fixed monthly transportation allowance of SR: 600.

4.2 CONTRACTOR shall also pay all its personnel the following other benefits, payments, awards and allowances as applicable and as properly approved by COMPANY:

- 4.2.1 Overtime Payments as indicated in Paragraph 2.2 of Schedule "C" of this CONTRACT.
- 4.2.2 Payments for Business Assignments as indicated in Paragraph 2.3 of Schedule "C" of this CONTRACT.
- 4.2.3 Payments for Permanent Change in Work Location as indicated in Paragraph 2.4 of Schedule "C" of this CONTRACT.
- 4.2.4 Vacation pay as indicated in Paragraph 2.5 of Schedule "C" of this CONTRACT.



~L.t~~~, \_Jlas~1

Saud.i Electr. icly Company  
~I V... uUJ.. ~

4.2.5 End of Service Award as indicated in Paragraph 2.6 of Schedule "C" of this CONTRACT.

4.2.6 Family Status Allowance, if applicable, as indicated in Paragraph 2.7 of Schedule "C" of this CONTRACT.

COMPANY shall reimburse CONTRACTOR for the actual amount paid by CONTRACTOR to its personnel for the above indicated benefits subject to submission of proof of payment.

4.3 CONTRACTOR shall include in its Employment Contracts with its personnel assigned under this CONTRACT the Salaries, Allowances and Other Benefits indicated above in this Paragraph 4. CONTRACTOR shall, at COMPANY's request, provide COMPANY with copies of such Employment Contracts.

4.4 CONTRACTOR shall provide its personnel assigned under this CONTRACT with the summary list of CONTRACTOR's personnel benefits in accordance with the provisions stipulated under this CONTRACT.

#### **4.5 For offshore**

COMPANY shall determine and advise CONTRACTOR, prior to awarding the SERVICE ORDER, the daily basic salary applicable to CONTRACTOR personnel. The daily basic salary will be within the salary range for such category of manpower set forth in Appendix II of this Schedule "B". Accordingly, CONTRACTOR shall pay its personnel working offshore assigned under this CONTRACT the following daily compensation:

4.5.1 The Daily salary determined by COMPANY as indicated in Paragraph 2.1.2 of Schedule "C" of this CONTRACT From the basic salary only

4.5.2 if the offshore employee work for less than month the daily contractor fee will be calculated by daily rate

#### **5. WORK LOCATION**

- 5.1 CONTRACTOR shall perform the WORK specified on an approved SERVICE ORDER issued in accordance with the provisions of Attachment I to this Schedule 'B' and pursuant to this CONTRACT, anywhere within COMPANY's Operating Areas (SEC-COA; SEC-EOA; SEC-WOA and SEC-SOA) in the Kingdom of Saudi Arabia.
- 5.2 COMPANY reserves the right to change the WORK location of any CONTRACTOR personnel at any time during the SERVICE ORDER duration. Change in WORK location shall entail the necessary SERVICE ORDER revision

**r**

~~J4Slf ~~t ~~  
Saudi Electricity Company  
~iv.oul.A;~"

duly approved according to COMPANY's approval authority. No transfer of CONTRACTOR personnel shall take effect without the duly approved revised SERVICE ORDER. In the event of permanent change in WORK location, CONTRACTOR personnel shall bear all personal expenses incurred to him due this re-location, however; CONTRACTOR shall pay One Monthly Basic Salary to its personnel to cover this re-location expenses. CONTRACTOR shall be compensated for that in accordance with Paragraph 2.4 of Schedule "C" of this CONTRACT. CONTRACTOR shall be given a written notice, fifteen (15) days in advance, prior to such permanent change in WORK location.

### **5.3 BUSINESS ASSIGNMENT**

- 5.3.1 COMPANY may, from time to time, assign CONTRACTOR personnel on business assignments. In such cases, CONTRACTOR shall be compensated in accordance with Paragraph 2.3 of Schedule "C" of this CONTRACT.
- 5.3.2 CONTRACTOR personnel shall prepare the relevant business assignment application as per COMPANY guidelines and procedures and obtain appropriate approval prior to proceeding with the business assignment using the form set forth in Exhibit II to this Schedule "B", which by reference is made an integral part of this CONTRACT.
- 5.3.3 CONTRACTOR personnel shall make all required arrangements and bear all expenses of any kind for any business assignment, however; CONTRACTOR shall pay its personnel the applicable business assignment allowances as per paragraph 2.3 of Schedule "C" of this CONTRACT.

### **6. WORK SCHEDULE, HOLIDAYS AND LEAVES**

- 6.1 The COMPANY REPRESENTATIVE shall assign the WORK schedule for each CONTRACTOR personnel assigned to a SERVICE ORDER. The CONTRACTOR's personnel shall report to their assigned WORK location on time.
- 6.2 CONTRACTOR's personnel assigned to a SERVICE ORDER shall work Sunday through Thursdays or as solely determined by COMPANY REPRESENTATIVE, however, not exceeding forty (40) hours per work-week.
- 6.3 CONTRACTOR's personnel shall be entitled with pay for the following holidays:
  - 6.3.1 Eid Al FUr: As per SEC holiday.
  - 6.3.2 Eid Al Adha As per SEC holiday.
  - 6.3.3 One (1) day for Saudi National day

r

9-4j4S3t ~.l.....rl ~~|  
Saud! E:leotrlcity Company  
~ll.JAul.ii:il-l~

CONTRACTOR personnel assigned to a SERVICE ORDER who is on vacation during the above holidays shall also be entitled for such holidays as per COMPANY policy.

- 6.4 During the month of Ramadan, the WORK schedule for Muslims and non-Muslims personnel assigned to a SERVICE ORDER shall be according to COMPANY's internal policy on this matter.

6.5 **Overtime Work:**

CONTRACTOR's personnel shall be available to work overtime as and when requested by COMPANY REPRESENTATIVE. CONTRACTOR shall pay its personnel all the properly approved Overtime Payments within sixty (60) days from the date of approved Overtime, and in accordance with Paragraph 2.2 of Schedule "C" of this CONTRACT.

6.6 **Sick Leaves:**

Any CONTRACTOR personnel who proved his sickness by medical report from a medical facility approved by the COMPANY and his medical condition does not allow him temporarily to work shall have the right to have a sick leave and COMPANY shall pay his salary in full for the days he is on sick leave up to a maximum of Thirty (30) days per Gregorian year. Sick leave beyond shall be without pay.

CONTRACTOR personnel will not be granted any leave of absence with pay to accompany a sick of immediate family member, any leave for such reasons will be without pay.

- 6.7 CONTRACTOR's personnel shall be entitled for leave on the following occasions:

- 6.7.1 five (5) (work) days leave with pay for first Marriage (only)
- 6.7.2 Three (3) (work) days leave with pay for Birth of Child and
- 6.7.3 Five (5) (work) days leave with pay for death immediate family member.

- 6.8 The immediate family members of CONTRACTOR's personnel are defined in this CONTRACT as the following:

- 6.8.1 Mother & Father
- 6.8.2 Wife
- 6.8.3 Children (sons & daughters)

6.8 CONTRACTOR personnel assigned under this CONTRACT shall not be engaged at any time to any other work, services or clients except COMPANY during the duration of SERVICE ORDER.

7. VACATION FOR CONTRACTOR'S PERSONNEL

7.1 CONTRACTOR personnel assigned under this CONTRACT shall be entitled to thirty (30) days payable vacation per Gregorian year. For periods less than full Gregorian Year, the Number of entitled Paid Vacation Days shall be prorated.

7.2 CONTRACTOR shall submit his proposed personnel vacation schedule for COMPANY REPRESENTATIVE's approval not less than Thirty (30) calendar days prior to personnel's vacation departure.

7.3 CONTRACTOR's Personnel shall utilize all their eligible payable vacation days before the end of CONTRACT. Otherwise, it shall be forfeited.

7.4 CONTRACTOR shall pay the applicable Vacation Pay to its personnel in accordance with Paragraph 2.5 of Schedule "C" of this CONTRACT.

7.5 If CONTRACTOR's personnel requests additional days more than his eligible credit vacation for his leave, then it may be considered as payable borrowed vacation subject to COMPANY approval, provided that it will not exceed his maximum possible eligible credit vacation days in the current calendar year or current SERVICE ORDER whichever is smaller.

7.6 CONTRACTOR's personnel, after the exhaust of his annual credit vacation days may (if necessary) avail leave without pay subject to the approval of the COMPANY.

7.7 As a clarification to Paragraph 7.5 and Paragraph 7.6 above, if for example a CONTRACTOR's personnel is hired under a SERVICE ORDER with effective date start on 01 August 2020 and valid up to 31 July 2021 requested a vacation to start in 01 February 2021, in this case, by the end of January 2021 the personnel has credit payable vacation of 15 days, and he/she can maximum borrow a total of 15 additional days credit for the forthcoming months up to end of July 2021. Any day requested more than the 30 days (credit payable vacation + borrow vacation) will be considered as leave without pay. All subject to COMPANY approval.

8. EMPLOYMENT STATUS OF CONTRACTOR PERSONNEL:

8.1 The Employment Status of all Expatriate CONTRACTOR personnel upon commencement of work in Kingdom of Saudi Arabia shall be Bachelor Status.

*t:*

f. L\_~ ~.I,\_J1 as",M1  
 Saud,' Electrlcity. Company  
 ~ IV.ti Ul,jjl-J.o.2.i

- 8.2 New Hired CONTRACTOR personnel shall be on probationary period for the first ninety (90) days of employment. After completing this probationary period, the employment status may be changed from Bachelor to Family upon the written consent of COMPANY. Shifted CONTRACTOR personnel from Previous manpower contract is eligible and can apply immediately to changed employment status from Bachelor to Family upon the written consent of COMPANY.
- 8.3 COMPANY at its sole discretion, and as per COMPANY proper internal regulations and polices shall have the right to approve request of the Expatriate CONTRACTOR personnel to bring his family to the Kingdom, but this approval is not considered a right for the CONTRACTOR personnel. In case request is approved, CONTRACTOR personnel should satisfy all the following requirements:
- A. Meet the conditions set out by government of the KSA in this respect (bringing families to the Kingdom).
  - B. CONTRACTOR personnel should have passed his probationary period (the first (90) days of his service.)
  - C. CONTRACTOR personnel's family members should be (mentally and physically) fit.
- 8.4 If CONTRACTOR personnel is bringing his family/legal dependents to Saudi Arabia, CONTRACTOR personnel shall make all required arrangements and bear all expenses, taxes and fees related to their travel, residence permit, housing, medical treatment, exit and re-entry visa, final exit visa and renewal of passports and any other fees which may be imposed in the future and other expenses of any kind.
- 8.5 If COMPANY approved a CONTRACTOR personnel Request to change his employment status from Bachelor to Family Status, this CONTRACTOR personnel will be eligible for Monthly Family Allowance for each Family member upon accomplishment of Applioation for Family Allowance (Exhibit - V to Schedule C) and approved by COMPANY with Maximum of 3 members in accordance with Paragraph 2.7 of Schedule "C" of this CONTRACT. This Family Allowance is to support CONTRACTOR personnel in covering some of the expenses for bringing his family/legal dependents to Saudi Arabia.
- 8.6 CONTRACTOR shall pay its Personnel all the properly approved Monthly Family Allowances along with their monthly salary, and COMPANY will compensate CONTRACOTR as per paragraph 2.7 of Schedule "C" of this CONTRACT.

**9. ANNUAL MERIT INCREASE**

- 9.1 COMPANY may, at its sole discretion, grant annual merit increases to deserving CONTRACTOR's personnel assigned under this CONTRACT.
- 9.2 Merit increases shall be based on performance category solely determined by COMPANY and the increase in monthly basic salary will be solely calculated by COMPANY as per its proper internal regulations and policies.

**10. COMPANY OPTION TO TRANSFER CONTRACTOR'S PERSONNEL**

- 10.1 For any CONTRACTOR Personnel who have rendered continuous services for at least one (1) years under a SERVICE ORDER under this CONTRACT, COMPANY shall have the right to transfer him to COMPANY or to any other Contractor. CONTRACTOR shall, at COMPANY's request, provide a "Letter of No Objection" to transfer any or all of CONTRACTOR's personnel provided under this CONTRACT as identified by COMPANY. The Letter of No Objection shall be in favor of COMPANY or any other Contractor to be designated by COMPANY. The Letter of No Objection shall be at no cost to COMPANY or to other Contractor designated by COMPANY. However, the Actual government Visa Transfer Fee shall be paid by COMPANY or the other Contractor designated by COMPANY, as the case may be
- 10.2 At any time during the tenure of Contract or at expiration or termination of this CONTRACT due to any reason as recommended by COMPANY, CONTRACTOR shall provide NO Objection Certification (NOC) to release any of his Personnel working under this CONTRACT either to transfer him/them to COMPANY or to any other Contractor as COMPANY will recommend.

**11. DISCIPLINARY ACTION AGAINST ERRING CONTRACTOR PERSONNEL**

- 11.1 Upon receipt of written notice from COMPANY REPRESENTATIVE of any misdemeanor of CONTRACTOR's personnel, CONTRACTOR shall conduct an investigation. When disciplinary action is necessary, CONTRACTOR shall discipline its personnel in writing with copies provided to COMPANY REPRESENTATIVE. COMPANY has the right to request CONTRACTOR to replace and/or demobilize such personnel immediately.
- 11.2 The demobilization cost shall be as specified in Paragraph 2.10 of Schedule "C" of this CONTRACT.
- 11.3 If COMPANY requires a replacement, COMPANY shall compensate CONTRACTOR for the mobilization of the new personnel in accordance with Paragraph 2.9 of Schedule "C" of this CONTRACT.

t:

f;J:tJ4S3f ~.I.,\_J1 U~I  
Saudi Electricity Company  
~iv..ouJ.jj.:Jk~

- 11.4 Replacement candidate shall be mobilized within thirty (30) calendar days from the effective date of removal of CONTRACTOR personnel.

12. CONTRACTOR PERSONNEL RESIGNATION

- 12.1 CONTRACTOR Personnel who wishes to resign shall be required to submit a notice sixty (60) days in advance in order for CONTRACTOR to propose and for COMPANY to accept his replacement OR Notice Period less than 60 days as COMPANY Representative recommends and accepts after finding the requirements.
- 12.2 The demobilization cost shall be as specified in Paragraph 2.10 of Schedule "COO of this CONTRACT.

13. OTHER WORK REQUIREMENTS

- 13.1 CONTRACTOR shall process and obtain Resident IQAMA for each CONTRACTOR personnel prior to the start of WORK. CONTRACTOR personnel must carry COMPANY I.D. cards at all times while performing the WORK. CONTRACTOR shall process renewal of any CONTRACTOR personnel I.D. Card Fourteen (14) days before its expiry date, penalty will be applied per clause 3.1.1 of Schedule "Coo.
- 13.2 At no additional cost to COMPANY, CONTRACTOR shall provide personal safety equipment (such as but not limited to Safety Shoes, Helmet, Goggles and Hearing aids) to all of its personnel assigned to a SERVICE ORDER which are required in the performance of their assigned tasks. In relation with personnel safety equipment, CONTRACTOR shall comply with the following:
- 13.2.1 CONTRACTOR shall replace any worn out personnel safety equipment with new units on regular basis, at no additional cost to COMPANY.
- 13.2.2 CONTRACTOR shall not deduct the corresponding amount of personnel safety equipment from their personnel assigned under this CONTRACT.
- 13.3 CONTRACTOR shall obtain from COMPANY all current COMPANY specifications, standards, manuals and other documents as may be required to complete the WORK. CONTRACTOR shall maintain such documents to reflect the latest revision. All COMPANY supplied documents shall be returned to COMPANY upon completion of the SERVICE ORDER.
- 13.4 CONTRACTOR shall make all CONTRACTOR's WORK schedule, calculations and documents, and reports available to COMPANY on request at all times during the execution of the SERVICE ORDER.

#### **14. CONFIDENTIALITY AND DATA PROTECTION**

CONTRACTOR and its Personnel shall be responsible and shall assure confidentiality, data protection and intellectual property of all information they are exposed to during the work under this CONTRACT.

##### **14.1 DECLARATION OF INDEPENDENCE, COMMITMENT, CONFIDENTIALITY AND ABSENCE OF CONFLICT OF INTEREST:**

14.1.1 CONTRACTOR will ensure that his Personnel will treat all COMPANY information and data as confidential by enforcing an individual Declaration of Non-Disclosure/Confidentiality Agreement - DND (Schedule "B" Attachment II) for all his personnel involved in this CONTRACT and submit all signed individual DND at least fifteen (15) days prior to personnel mobilization.

14.1.2 CONTRACTOR to ensure that his departing personnel perform a proper handover (including but not limited to, COMPANY devices, information, documents both hard and softcopies, e-mails etc.) based on COMPANY signed "Declaration and Commitment" (Schedule "B" Attachment II).

#### **15 SUMMARY OF DOCUMENTS**

This Schedule "B" includes all of the documents listed below which are hereby made part of this CONTRACT.

##### **a. Technical Proposal, Commercial Proposal and Post Bid Clarifications**

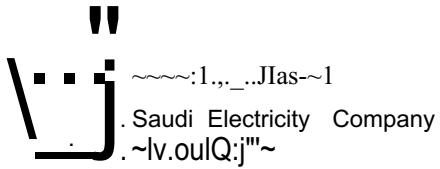
- i. The CONTRACTOR's Technical proposal {Ref: DD/MM/YEAR} and the Commercial Proposal (Ref: DD/MM/YEAR), as clarified by the clarification correspondence listed below and by the minutes of the Bid Clarification meetings, are made part of this Contract and may not be changed except by a CHANGE ORDER or an AMENDMENT.

The Technical Proposal is a supplement to the Technical Specification.

The Technical Proposal and Commercial Proposal shall not govern over the Technical Specification, Scope of Work or any other part of this Contract.

##### **ii. Post Bid Clarification Letters**

The post-bid clarification letters listed below, describe modifications and clarifications of the Technical Proposal and Commercial Proposal agreed to between the parties. If there is a conflict between the provisions of the post-bid clarification letters and the Technical Proposal, the Commercial Proposal or the



Scope of Work and Technical Specifications, the post-bid clarification letters shall govern. Except for the Technical Proposal, the Commercial Proposal and the Scope of Work and Technical Specifications, the post-bid clarification letters do not govern over any other part of the CONTRACT. The post-bid clarification letters are part of this CONTRACT and may not be changed except by a CHANGE ORDER or an AMENDMENT.

A. COMPANY Letter(s)

| SIN | Reference Number            | Date       |
|-----|-----------------------------|------------|
| 1.  | Post Bid Clarification No.1 | DDIMMIYEAR |

B. CONTRACTOR Letter(s)

| SIN | Reference Number            | Date       |
|-----|-----------------------------|------------|
| 1.  | Post Bid Clarification No.1 | DDIMMIYEAR |

iii. Minutes of Bid Clarification Meetings ("The Minutes")

The Minutes of the Bid Clarification Meetings dated DDiMMJYE.AR, and signed both by CONTRACTOR and COMPANY; describe modifications and clarifications of the Technical Proposal and clarifications of the Commercial Proposal agreed to between the parties. If there is a conflict between the provisions of the Minutes and the Technical Proposal, Technical Specification, Commercial Proposal, or the Scope of Work, the Minutes shall govern. Except for the Technical Proposal, Technical Specification, Commercial Proposal, and the Scope of Work, the Minutes do not govern over any other part of the Contract. The Minutes are part of this Contract, and may not be altered except by a Change Order or an AMENDMENT.

b. INSTRUCTIONS TO BIDDERS, CLARIFICATIONS, MINUTES OF MEETINGS AND ADDENDA TO BID DOCUMENTS

This Schedule "B" includes the Instructions to Bidders for Commercial Proposal (Form CD 013B), and the clarifications and addenda to the bid documents indicated below, which was issued to CONTRACTOR during the preparation of its Commercial Proposal for this contract, which by reference is made part of this contract.

Pre-Bid Clarification Letter(s) Issued to Bidders:

| SIN | Reference Number                | Date       |
|-----|---------------------------------|------------|
| 1.  | Pre-Bid Clarification Letter #1 | 11/10/2021 |

Addenda to the Bid Documents Issued to Bidders:

| SIN | Reference Number | Date       |
|-----|------------------|------------|
| 1.  | Addendum #1      | 12/10/2021 |

END OF SCHEDULE "B"

TERMS AND CONDITIONS APPLYING TO SERVICE ORDERS

1. DEFINITION AND FORM OF SERVICE ORDER

A SERVICE ORDER is a written direction to CONTRACTOR to perform specified WORK under the terms and conditions of this CONTRACT. It shall be issued by the COMPANY REPRESENTATIVE on a SERVICE ORDER form, set forth in Exhibit I to this Schedule "B" which by reference is made an integral part of this CONTRACT, and shall stipulate the description and type of WORK to be performed, the method of pricing and payment pursuant to Schedule "C", the maximum Not-To-Exceed SERVICE ORDER Amount (an estimate of all billable activities), the name of the CONTRACTOR and its address, the Scheduled Start and Completion Dates, the SERVICE ORDER Number, CONTRACT and Charge Account Numbers and the name of CONTRACTOR's authorized representative and his position. No SERVICE ORDER shall be issued pursuant to this CONTRACT which has a completion date extending beyond the expiration of the CONTRACT or any authorized extension thereof.

2. ISSUANCE OF SERVICE ORDER

- 2.1 COMPANY shall issue a SERVICE ORDER for specific WORK against CONTRACTOR's bid accepted by COMPANY.
- 2.2 COMPANY shall request CONTRACTOR for specific services of supply of manpower. COMPANY shall provide CONTRACTOR the detailed requirements of COMPANY and shall specify the submission date.
- 2.3 CONTRACTOR shall, when responding to a COMPANY requests for supply of manpower, prepare and submit the following
  - 2.3.1 Names and resume of proposed personnel
  - 2.3.2 Mobilization plan
  - 2.3.3 Any other information as requested by COMPANY
- 2.4 If COMPANY decides in its sole discretion to direct CONTRACTOR to perform WORK, then CONTRACTOR shall be notified by COMPANY and shall be issued a COMPANY SERVICE ORDER in accordance with this Schedule "B". When CONTRACTOR is issued a SERVICE ORDER for WORK, the SERVICE ORDER shall specify a maximum Not- To-Exceed SERVICE ORDER Amount based on CONTRACTOR's Fee and COMPANY determined salary for CONTRACTOR's personnel, and the applicable housing and transportation allowances.

SCHEDULE "B"  
ATTACHMENT "I"

3. CONTRACTOR'S OBLIGATIONS

CONTRACTOR shall acknowledge receipt of every SERVICE ORDER by signing it in the presence of the COMPANY REPRESENTATIVE. CONTRACTOR specifically agrees to perform the required WORK within the stipulated period.

4. FAILURE TO PERFORM

If CONTRACTOR is unable to perform the required WORK within the stipulated period, COMPANY may accomplish the WORK which CONTRACTOR is unable to perform through any other person or contractor it deems appropriate. COMPANY shall be entitled to set off against amounts due to the CONTRACTOR those amounts payable to others on account of any WORK performed by them in so far as such amounts exceed what would have been paid to CONTRACTOR.

5. CANCELLATION AND MODIFICATION

- 5.1 Notwithstanding Paragraphs 11 and 12 of Schedule "A", COMPANY may cancel a SERVICE ORDER at any time by giving CONTRACTOR a written notice of such cancellation. Upon receipt and verification of CONTRACTOR's invoices, COMPANY shall pay CONTRACTOR all amounts properly due pursuant to Schedule "C" for work performed up to the date CONTRACTOR received such cancellation notice.
- 5.2 COMPANY may, by giving CONTRACTOR notice in writing, make modifications in the SERVICE ORDER in terms of WORK, personnel, duration, not-to-exceed amount, etc. If COMPANY wishes to modify a SERVICE ORDER, COMPANY shall cancel the existing SERVICE ORDER and issue a revised SERVICE ORDER covering the WORK as modified. COMPANY shall notify CONTRACTOR in writing not less than thirty (30) calendar days prior to the effective date of such SERVICE ORDER modification.

**SCHEDULE "B"**  
**ATTACHMENT "I"**

**6. PENALTY FOR DELAY**

- 6.1 A penalty shall be assessed against CONTRACTOR for failure by CONTRACTOR's personnel to start the WORK or delay by CONTRACTOR in providing personnel as specified in a SERVICE ORDER. The penalty shall be calculated for each calendar day of delay up to the date the CONTRACTOR personnel actually starts the WORK. The penalty shall be assessed at one-fourth of the "Daily Rate" for CONTRACTOR's personnel in Paragraphs 2.1.2 of Schedule "C" of this CONTRACT.
- 6.2 The penalty assessed against CONTRACTOR shall not exceed ten percent (10%) of the maximum Not-To-Exceed SERVICE ORDER Price.

**7. NON-EXCLUSIVE CONTRACT**

This CONTRACT is not an exclusive CONTRACT and COMPANY may request similar services from others. COMPANY does not guarantee that any minimum amount of the WORK will be specified during the term of this CONTRACT or extension thereto or by any SERVICE ORDER.

*End of Attachment "I" to Schedule "B"*

**Declaration of Non-Disclosure / Confidentiality  
Agreement (DND)**

With reference to the Non-Disclosure / Confidentiality Agreement signed by Saudi Electricity Company (SEC)and  
dated \_\_\_\_\_, Company

I, hereby admit:

Reading and understanding the contents of all its articles that extends and imposes duty upon me and all staff of the project to deal with disclosed or provided data, information or material with high care and awareness, so accordingly:

I admit that all written and oral information and materials (tangible or intangible) disclosed or provided under above stated Agreement are Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to me or to any other member of the project staff,

I acknowledge and admit that all rights, title and interest in any Confidential Information will remain the exclusive property of SEC accordingly I agree and acknowledge that I have no interest in such information currently nor shall have interest in such in future.

I acknowledge and accept that any kind of dealing with disclosed data or information outside the course of work is absolutely not allowed.

I accept to use said confidential information only for work purposes and not to enable others to misuse the information.

I accept responsibility and duty to protect, all confidential and/or sensitive information disclosed to me personally or as a teamwork against any kind of misuse, infringements and to immediately inform SEC about such instant(s). Failure to carry out such duty shall be regarded as breach of duty on my part.

I acknowledge and accept full responsibility for any act that might be legally construed as breach of this DND, and the right of SEC to be legally indemnified against me for such breach or breaches.

I am personally and / or jointly responsible for any participation in violation to the Confidentiality Agreement whether such violation been committed intentionally or not. So I agree to be responsible for, and indemnify SEC for any such breach or breaches.

In case of any violation of this Declaration, SEC shall have the right to take any administrative or legal actions or proceedings to protect data, materials or otherwise. Such procedures might extend and not limited to:

- Restrictions to data access,
- Imposing rectification or restoring process,

- Temporary Travel Restriction during inquiry or investigation period.
- Claim for compensation and etc.,

#### Governing Law & Jurisdiction

This Declaration shall be governed and construed in all aspects by the laws of the Kingdom of Saudi Arabia. The Parties submit to the exclusive jurisdiction of the competent judicial authorities in the Kingdom of Saudi Arabia, and any dispute or claim arising out of or in connection with this Declaration shall be settled amicably between the Parties. Should amicable settlement(s) is/are not be possible, the matter shall be referred to the competent judicial authority in the Kingdom of Saudi Arabia for final resolution.

IN WITNESS WHEREOF, I hereby declare my full awareness and eligibility as legally considered, that I, by signing this document, admit full understanding and acceptance to all what above stated.

First Name: -----

Last Name: -----

Nationality : -----

Iqama / National Identity N° : \_\_\_\_\_ Date: \_\_\_\_\_

Passport N° : \_\_\_\_\_ Date: \_\_\_\_\_

Signature: -----

Date: \_\_\_\_\_

\_\_\_\_\_

First Name: -----

Last Name: -----

Iqama / National Identity N° : \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

First Name: -----

Last Name: -----

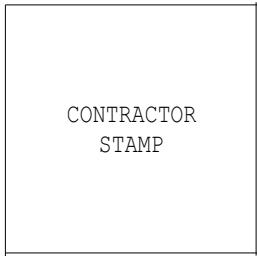
**Title:** -----

Company Name: \_\_\_\_\_

Company ID :-----

Signature. : \_\_\_\_\_

Date: \_\_\_\_\_



CONTRACTOR  
STAMP

SCHEDULE "B"

ATTACHMENT III

Contract documents list

CONTRACTOR will perform the WORK in accordance with the documents identified below

| <u>Name</u>          | <u>Qualifications</u>                                     |
|----------------------|-----------------------------------------------------------|
| 3.3 Sch B-App-I- rev | Qualifications (~f:trad1e_cl)                             |
| Sch B-App II         | Salary Range                                              |
| Sch B-Exhibit I      | Service Order Form                                        |
| Sch B-Exhibit II     | Business Assignment Form                                  |
| Sch B_Attachment II  | Declaration of Non-Disclosure / Confidentiality Agreement |
| Sch C-Exh-I          | Manpower Timesheet                                        |
| Sch C-Exh-II         | Invoice-Final                                             |
| Sch C-Exh-III-       | Cost Summary                                              |
| Sch C-Exh-IV-        | PERSONNELCOMPENSATIONCERTIFICATE                          |
| Sch C-Exh-V,         | Application for Family Allowance_modified                 |
| TIMESHEET SUMMARY    | TIMESHEET SUMMARY                                         |

End of Schedule "8", Attachment "III"

Schedule "B"  
Appendix II

| Breakdown |           | IT Stahly Senior Associate                    |  | man | 19,000.00 | 31,000.00 | 16,000.00 | 34,000.00  |
|-----------|-----------|-----------------------------------------------|--|-----|-----------|-----------|-----------|------------|
| A.1       | Breakdown | IT Stratev Associate                          |  | man | 10,000.00 | 16,000.00 | 8,000.00  | 18,000.00  |
| A.3       | Breakdown | IT Plano [Pl.st]nor Anod'ite                  |  | man | 20,000.00 | 32,000.00 | 18,000.00 | 35,000.00  |
| A.4       | Breakdown | IT Planning Assodate                          |  | man | 10,000.00 | 16,000.00 | 8,000.00  | 18,000.00  |
| A.S       | Breakdown | Chief Architect                               |  | man | 25,000.00 | 41,000.00 | 20,000.00 | 43,000.00  |
| A.6       | Breakdown | Business Architect                            |  | man | 13,000.00 | 21,000.00 | 11,000.00 | 23,000.00  |
| A.7       | Breakdown | Applications Architect                        |  | man | 16,000.00 | 26,000.00 | 13,000.00 | 28,000.00  |
| A.B       | Breakdown | Oat. Architect                                |  | man | 13,000.00 | 21,000.00 | 11,000.00 | 23,000.00  |
| A.'       | Breakdown | Inn<"ul>Ar"II~                                |  | man | 13,000.00 | 21,000.00 | 11,000.00 | 23,000.00  |
| A.10      | Breakdown | TechnoloY Broker                              |  | man | 10,000.00 | 15,000.00 | 8,000.00  | 17,000.00  |
| A.ll      | Breakdown | IT Finance and Performance                    |  | man | 14,000.00 | 22,000.00 | 11,000.00 | 24,000.00  |
| A.12      | Breakdown | IT Finance Manager                            |  | man | 9,000.00  | 15,000.00 | 7,000.00  | 16,000.00  |
| A.13      | Breakdown | IT Workforce Plannln Manaler                  |  | man | 10,000.00 | 17,000.00 | 8,000.00  | 19,000.00  |
| A.14      | Breakdown | IT Workforce Plannln Assistant                |  | man | 8,000.00  | 13,000.00 | 6,000.00  | 14,000.00  |
| A.1S      | Breakdown | IT pr;nOn'ulnCll Mullin_aier                  |  | man | 13,000.00 | 21,000.00 | 11,000.00 | 23,000.00  |
| A.16      | Breakdown | IT Performance Analyst                        |  | man | 8,000.00  | 14,000.00 | 7,000.00  | 15,000.00  |
| A.17      | Breakdown | Du'n ... ~J.U~n'hTp M~.,er                    |  | man | 11,000.00 | 18,000.00 | 10,000.00 | 21,000.00  |
| A.1B      | Breakdown | IT Services Portfolio Manaller                |  | man | 11,000.00 | 18,000.00 | 9,000.00  | 19,000.00  |
| A.19      | Breakdown | IT SLA Performance Manager                    |  | man | 10,000.00 | 17,000.00 | 9,000.00  | 18,000.00  |
| A.20      | Breakdown | IT SLA Performance Analyst                    |  | man | 7,000.00  | 12,000.00 | 6,000.00  | 13,000.00  |
| A.21      | Breakdown | IT SuppTiers, Ucnseling and Contracts Manaler |  | man | 10,000.00 | 16,000.00 | 8,000.00  | 20,000.00  |
| A.22      | Breakdown | IT Contracts Engineering Manager              |  | man | 11,000.00 | 17,000.00 | 9,000.00  | 20,000.00  |
| A.23      | Breakdown | IT Contract. Englnearln, Analyst              |  | man | 8,000.00  | 14,000.00 | 6,000.00  | 14,000.00  |
| A.24      | Breakdown | IT su pplit4 Riil.t.loLuhlp M'.<ilfe'         |  | man | 10,000.00 | 16,000.00 | 7,000.00  | 19,000.00  |
| A.2S      | Breakdown | IT SuppTiers Risk Manager                     |  | man | 10,000.00 | 16,000.00 | 7,000.00  | 19,,000.00 |
| A.26      | Breakdown | IT Suppli ... An"yst                          |  | mon | 6,000.00  | 10,000.00 | 6,000.00  | 11,000.00  |
| A.27      | Breakdown | Demand and Capacity Manager                   |  | man | 11,000.00 | 18,000.00 | 10,000.00 | 21,000.00  |
| A.2B      | Breakdown | Demand and capacity SpeciaTlst                |  | man | 10,000.00 | 16,000.00 | 8,000.00  | 17,000.00  |
| A.29      | Breakdown | PMO Expert                                    |  | man | 27,000.00 | 44,000.00 | 23,000.00 | 48,000.00  |
| A.3D      | Breakdown | PMO Speci.Tlst                                |  | man | 17,000.00 | 28,000.00 | 14,000.00 | 32,000.00  |
| A.31      | Breakdown | Ir.!!."locb Portfolio "pen                    |  | mon | 17,000.00 | 28,000.00 | 14,000.00 | 30,000.00  |
| A.32      | Breakdown | Senior IT Projects Portfolio Analyst          |  | man | 11,000.00 | 18,000.00 | 10,000.00 | 21,000.00  |
| A.33      | Breakdown | IT Projects PortfoIlo Specialist              |  | man | 14,000.00 | 22,000.00 | 11,000.00 | 23,000.00  |
| A.34      | Breakdown | IT Project PortfoIlo Analyt I                 |  | man | 9,000.00  | 15,000.00 | 8,000.00  | 19,000.00  |
| A.3S      | Breakdown | IT Project Portfoli Analyst II                |  | man | 8,000.00  | 13,000.00 | 7,000.00  | 17,000.00  |
| A.36      | Breakdown | IT frojKt POffolJoMoll'S! III                 |  | man | 7,000.00  | 12,000.00 | 6,000.00  | 16,000.00  |
| A.37      | Breakdown | ITProject. Standards and Support Expert.      |  | man | 15,000.00 | 24,000.00 | 12,000.00 | 25,000.00  |
| A.3B      | Breakdown | ITProjects Standard. and Support Specialist   |  | man | 13,000.00 | 20,000.00 | 10,000.00 | 21,000.00  |
| A.3.      | Breakdown | S•or IT Pr.Je-u STIndor'il., nd SiJl;po.rtAn" |  | man | 11,000.00 | 18,000.00 | 9,000.00  | 20,000.00  |
| A.4D      | Breakdown | ", P"ojocn iOM.lld., Ind SuPpM Analyt         |  | mon | 9,000.00  | 15,000.00 | 7,000.00  | 16,000.00  |
| A.4I      | Breakdown | IT Projects Support Associate                 |  | man | 7,000.00  | 11,000.00 | 6,000.00  | 14,000.00  |
| A.42      | Breakdown | Senior Project. Delivery Con.ulont            |  | man | 11,000.00 | 18,000.00 | 10,000.00 | 23,000.00  |
| A.43      | Breakdown | Senior Project. Manaier                       |  | man | 13,000.00 | 21,000.00 | 9,000.00  | 29,000.00  |
| A.44      | Breakdown | Project Manager I                             |  | man | 10,000.00 | 16,000.00 | 7,000.00  | 20,000.00  |
| A.4S      | Breakdown | Project Manager II                            |  | man | 9,000.00  | 14,000.00 | 6,000.00  | 18,000.00  |
| A.46      | Breakdown | Project Manager III                           |  | mon | 8,000.00  | 13,000.00 | 6,000.00  | 16,000.00  |
| A.47      | Breakdown | Project Assistant                             |  | man | 6,000.00  | 9,000.00  | 5,000.00  | 10,000.00  |
| A.4B      | Breakdown | IT Projects Expert                            |  | mon | 13,000.00 | 21,000.00 | 11,000.00 | 25,000.00  |
| A.4.      | Breakdown | Senior IT Projects Enllneer                   |  | man | 12,000.00 | 19,000.00 | 11,000.00 | 20,000.00  |
| A.50      | Breakdown | IT Projects Englneerlnf Analyst I             |  | man | 10,000.00 | 16,000.00 | 9,000.00  | 17,000.00  |
| A.51      | Breakdown | IT Projects Englneerlns Analyst II            |  | man | 9,000.00  | 14,000.00 | 8,000.00  | 15,000.00  |
| A.S2      | Breakdown | IT Projects Engineerlnf Analyst III           |  | man | 8,000.00  | 14,000.00 | 8,000.00  | 13,000.00  |
| A.53      | Breakdown | Senior Cast Estimator                         |  | mon | 10,000.00 | 16,000.00 | 9,000.00  | 19,000.00  |
| A.S4      | Breakdown | Junior Cast Estimator                         |  | man | 7,000.00  | 11,000.00 | 6,000.00  | 14,000.00  |
| A.S5      | Breakdown | Senior Administration Coordinator             |  | man | 11,000.00 | 19,000.00 | 10,000.00 | 19,000.00  |
| A.56      | Breakdown | Administration Coordinator                    |  | man | 10,000.00 | 16,000.00 | 9,000.00  | 18,000.00  |

|       |           |                                                 |     |           |           |           |           |
|-------|-----------|-------------------------------------------------|-----|-----------|-----------|-----------|-----------|
| A.57  | Breakdown | Administration Coordinator<br>Assistant I       | men | 8,000.00  | 14,000.00 | 7,000.00  | 14,000.00 |
| A.S8  | Breakdown | Administration COordinator<br>AsslstantI        | man | 7,000.00  | 12,000.00 | 6,000.00  | 13,000.00 |
| A.59  | Breakdown | IT Governance, Risk and<br>CDIIIIlliance Expert | mon | 16,000.00 | 26,000.00 | 14,000.00 | 29,000.00 |
| A.60  | Breakdown | IT Governance AdminInistrator                   | man | 14,000.00 | 23,000.00 | 12,000.00 | 23,000.00 |
| A.61  | Breakdown | ITRisk Specialist                               | men | 12,000.00 | 20,000.00 | 12,000.00 | 22,000.00 |
| A.62  | Breakdown | Senior IT Risk Analyst                          | mon | 12,000.00 | 19,000.00 | 10,000.00 | 22,000.00 |
| A.63  | Breakdown | ITRisk Analyst I                                | man | 9,000.00  | 15,000.00 | 8,000.00  | 16,000.00 |
| A.60I | Breakdown | ITRisk Analyst II                               | men | 9,000.00  | 14,000.00 | 7,000.00  | 14,000.00 |
| A.65  | Breakdown | ITRisk Analyst III                              | men | 8,000.00  | 13,000.00 | 6,000.00  | 13,000.00 |
| A.66  | Breakdown | IT Business Continuity Expert                   | man | 15,000.00 | 24,000.00 | 14,000.00 | 27,000.00 |
| A.67  | Breakdown | IT Business Continuity Specialist               | mon | 12,000.00 | 20,000.00 | 11,000.00 | 23,000.00 |
| A.U   | Breakdown | ITBusiness Continuity Analyst I                 | men | 11,000.00 | 17,000.00 | 10,000.00 | 18,000.00 |
| A.69  | Breakdown | IT Buslnes. Continuity Analyst II               | mon | 10,000.00 | 16,000.00 | 9,000.00  | 16,000.00 |
| A.70  | Breakdown | ITBusiness Continuity Analyst III               | mon | 9,000.00  | 14,000.00 | 8,000.00  | 15,000.00 |
| A.71  | Breakdown | IT Compliance Expert                            | men | 14,000.00 | 23,000.00 | 12,000.00 | 25,000.00 |
| A.72  | Breakdown | ITCompliance Specialist                         | man | 12,000.00 | 20,000.00 | 10,000.00 | 24,000.00 |
| A.73  | Breakdown | ITCompliance Analyst I                          | men | 8,000.00  | 13,000.00 | 8,000.00  | 18,000.00 |
| A.74  | Breakdown | ITCompliance Analyst II                         | mon | 8,000.00  | 12,000.00 | 7,000.00  | 16,000.00 |
| A.75  | Breakdown | ITCompliance Analyst III                        | mon | 6,000.00  | 10,000.00 | 6,000.00  | 13,000.00 |
| A.76  | Breakdown | IT Assurance Elpert                             | mon | 15,000.00 | 24,000.00 | 12,000.00 | 25,000.00 |
| «IT   | Breakdown | IT Assurance Specialist                         | mon | 12,000.00 | 19,000.00 | 10,000.00 | 21,000.00 |
| A.75  | Breakdwn  | IT Assurance Analyst I                          | mon | 9,000.00  | 15,000.00 | 8,000.00  | 18,000.00 |
| A.79  | Breakdown | IT Assurance Anaryst II                         | mon | 8,000.00  | 13,000.00 | 8,000.00  | 16,000.00 |
| A.SO  | Breakdown | IT Assurance Analyst III                        | mon | 7,000.00  | 12,000.00 | 7,000.00  | 15,000.00 |
| A.SI  | Breakdown | IT Quality Expert                               | mon | 14,000.00 | 23,000.00 | 13,000.00 | 25,000.00 |
| A.S2  | Breakdown | IT Quality Analyst I                            | mon | 11,000.00 | 18,000.00 | 10,000.00 | 18,000.00 |
| A.S3  | Breakdown | IT Quality Analyst II                           | mon | 10,000.00 | 16,000.00 | 9,000.00  | 16,000.00 |
| A.S4  | Breakdown | IT Quality Analyst III                          | mon | 8,000.00  | 13,000.00 | 8,000.00  | 13,000.00 |
| A.BS  | Breakdown | Senior Engineering Aide                         | mon | 10,000.00 | 16,000.00 | 8,000.00  | 18,000.00 |
| A.86  | Breakdown | EnRineerln.s Aide A                             | mon | 7,000.00  | 11,000.00 | 6,000.00  | 15,000.00 |
| A.B7  | Breakdown | Engineering Aide B                              | mon | 6,000.00  | 10,000.00 | 6,000.00  | 13,000.00 |
| A.as  | Breakdown | Engineering Aide C                              | man | 6,000.00  | 9,000.00  | 5,000.00  | 12,000.00 |
| A.S9  | Breakdown | Engineering Aide 0                              | mon | 4,000.00  | 7,000.00  | 4,000.00  | 10,000.00 |
| A.90  | Breakdown | Sen.lr ... Amily,t                              | mon | 13,000.00 | 2~000.00  | 13,000.00 | 23,000.00 |
| A.9I  | Breakdown | Junior Business Analyst                         | mon | 7,000.00  | 12,000.00 | 7,000.00  | 15,000.00 |
| A.92  | Breakdown | SOT, Bullo .. s I" t.III, "ce. Analyst          | mon | 10,000.00 | 16,000.00 | 10,000.00 | 21,000.00 |
| A.93  | Breakdown | IUTI", 8u,Inu, Int.III_ne» An.aJyst             | man | 7,000.00  | 12,000.00 | 6,000.00  | 14,000.00 |
| A.94  | Breakdown | Web Analytics Specialist                        | mon | 9,000.00  | 15,000.00 | 7,000.00  | 18,000.00 |
| A.95  | Breakdown | User Experience Specialist                      | mon | 9,000.00  | 14,000.00 | 8,000.00  | 16,000.00 |
| A.96  | Breakdown | User experience DeSigner                        | men | 7,000.00  | 12,000.00 | 7,000.00  | 15,000.00 |
| A.97  | Breakdown | Senior Applications' Web Developer              | men | 10,000.00 | 16,000.00 | 8,000.00  | 19,000.00 |
| A.98  | Breakdown | Application., Web Developer                     | mon | 7,000.00  | 12,000.00 | 7,000.00  | 13,000.00 |
| A.99  | Breakdown | Web, Graphic Deslnner                           | man | 9,000.00  | 14,000.00 | 8,000.00  | 16,000.00 |
| A.100 | Breakdown | Intelration, Middleware Developer               | mon | 11,000.00 | 18,000.00 | 10,000.00 | 21,000.00 |
| A.101 | Breakdown | Cloud Intelrtion Specialist                     | mon | 9,000.00  | 15,000.00 | 9,000.00  | 17,000.00 |
| A.102 | Breakdown | NlobJ. Develop er Spc1InOl                      | mon | 8,000.00  | 14,000.00 | 8,000.00  | 14,000.00 |
| A.103 | Breakdown | Mobil Developer                                 | men | 7,000.00  | 12,000.00 | 7,000.00  | 12,000.00 |
| A.104 | Breakdown | Senior Cloud Developer                          | men | 12,000.00 | 20,000.00 | 12,000.00 | 23,000.00 |
| A.105 | Breakdown | Cloud Developer                                 | mon | 8,000.00  | 14,000.00 | 8,000.00  | 16,000.00 |
| A.106 | Breakdown | S-It 8wloo<, Intomeenco Developer               | mon | 11,000.00 | 17,000.00 | 11,000.00 | 22,000.00 |
| A.107 | Breakdown | Business Intelligence Developer                 | mon | 8,000.00  | 14,000.00 | 7,000.00  | 15,000.00 |
| A.108 | Breakdown | Database Deslnner / Developer                   | mon | 9,000.00  | 15,000.00 | 8,000.00  | 15,000.00 |
| A.109 | Breakdown | Industrial Control Systems Support SpecioUst    | men | 9,000.00  | 14,000.00 | 7,000.00  | 18,000.00 |
| A.110 | Breakdown | Industrial Control Systems Support Analyst..    | mon | 7,000.00  | 12,000.00 | 6,000.00  | 13,000.00 |
| A.111 | Breakdown | Integration, Middleware Specialist              | mon | 9,000.00  | 14,000.00 | 7,000.00  | 15,000.00 |
| A.112 | Breakdown | SenIOr,Soluton, Arhl,tt                         | men | 12,000.00 | 19,000.00 | 11,000.00 | 23,000.00 |
| A.113 | Breakdown | Solutions ....chltect                           | mon | 9,000.00  | 15,000.00 | 7,000.00  | 17,000.00 |
| A.114 | Breakdown | Data Integratl.n Specialist                     | mon | 11,000.00 | 17,000.00 | 10,000.00 | 22,000.00 |
| A.115 | Breakdown | IT Assurance and Testing Specialist             | mon | 11,000.00 | 18,000.00 | 9,000.00  | 19,000.00 |
| A.116 | Breakdown | IT Assurance and Testing Anaryst                | mon | 8,000.00  | 12,000.00 | 6,000.00  | 14,000.00 |
| A.117 | Breakdown | Technical Writer                                | mon | 7,000.00  | 11,000.00 | 5,000.00  | 14,000.00 |
| A.118 | Breakdown | Information Systems Change Manl ement Siled,IU  | man | 11,000.00 | 19,000.00 | 10,000.00 | 23,000.00 |
| A.n9  | Breakdown | Senior Network Enllneer                         | mon | 11,000.00 | 18,000.00 | 10,000.00 | 22,000.00 |

|       |           |                                                              |      |           |           |           |           |
|-------|-----------|--------------------------------------------------------------|------|-----------|-----------|-----------|-----------|
| A.120 | Breakdown | Network Engineer                                             | mon  | 7,000.00  | 12,000.00 | 6,000.00  | 13,000.00 |
| A.121 | Breakdown | tli.tw';IK A1Imln<ntor                                       | mon  | 7,000.00  | 11,000.00 | 5,000.00  | 12,000.00 |
| a.tzz | Breakdown | Network-Technical Support Sp.eclallst                        | mon  | 7,000.00  | 11,000.00 | 7,000.00  | 13,000.00 |
| A.111 | Breakdown | Senior Communication and CollobOTa!Ion'''-ilne.,             | mon  | 12,000.00 | 20,000.00 | 10,000.00 | 23,000.00 |
| A.124 | Breakdown | Communication and Collaboration Emll.e.,                     | mon  | 8,000.00  | 13,000.00 | 7,000.00  | 14,000.00 |
| A.125 | Breakdown | COmmunication and Collaboration Administrator                | mon  | 7,000.00  | 12,000.00 | 6,000.00  | 13,000.00 |
| A.126 | Breakdown | Communication and Collaboration Technical Support Specialist | rnon | 7,000.00  | 12,000.00 | 7,000.00  | 12,000.00 |
| A.127 | Breakdown | Senior Telecom Engineer                                      | mon  | 11,000.00 | 17,000.00 | 8,000.00  | 20,000.00 |
| A.128 | Breakdown | Telecom Engineer                                             | mon  | 7,000.00  | 12,000.00 | 6,000.00  | 13,000.00 |
| A.129 | Breakdown | IT Infrastructure Operations and M.a.Operline CO!!sultant    | mon  | 11,000.00 | 17,000.00 | 10,000.00 | 21,000.00 |
| A.130 | Breakdown | Data Center Expert                                           | mon  | 11,000.00 | 18,000.00 | 9,000.00  | 22,000.00 |
| A.131 | Breakdown | Data Center Operations Engineer                              | mon  | 7,000.00  | 12,000.00 | 6,000.00  | 14,000.00 |
| A.132 | Breakdown | Data Center Operations Technician                            | mon  | 3,000.00  | 5,000.00  | 3,000.00  | 5,000.00  |
| A.133 | Breakdown | D*!~M. no;"m onIJ.port                                       | men  | 10,000.00 | 17,000.00 | 9,000.00  | 18,000.00 |
| A.134 | Breakdown | Pat.bos. A1ImlnJU,rolor                                      | mon  | 7,000.00  | 11,000.00 | 5,000.00  | 13,000.00 |
| A.135 | Breakdown | Infrastructure Control .nd Quality Expert                    | men  | 12,000.00 | 19,000.00 | 10,000.00 | 22,000.00 |
| A.136 | Breakdown | Systems Administrator                                        | mon  | 6,000.00  | 10,000.00 | 5,000.00  | 11,000.00 |
| A.H7  | Breakdown | iii.o~I. Admnl.tr.]<U                                        | men  | 6,000.00  | 10,000.00 | 6,000.00  | 11,000.00 |
| A.U8  | Breakdown | Backup and Recovery AdInhlstrallr                            | mon  | 5,000.00  | 7,000.00  | 4,000.00  | 8,000.00  |
| A.139 | Breakdown | Storage Management Expert                                    | man  | 8,000.00  | 14,000.00 | 6,000.00  | 17,000.00 |
| A.140 | Breakdown | Senior Storage Administrator                                 | man  | 9,000.00  | 14,000.00 | 7,000.00  | 17,000.00 |
| A.141 | Breakdown | Senior Systems Administrator                                 | man  | 8,000.00  | 13,000.00 | 7,000.00  | 14,000.00 |
| A.142 | Breakdown | Senior Backup and Recovery Administrator                     | mon  | 10,000.00 | 16,000.00 | 8,000.00  | 18,000.00 |
| A.143 | Breakdown | S(PI]ox Cat,ilita-!!! Admr.nrlr~tor                          | man  | 11,000.00 | 17,000.00 | 9,000.00  | 19,000.00 |
| A.144 | Breakdown | Data Warehouse Expert                                        | mon  | 9,000.00  | 14,000.00 | 7,000.00  | 16,000.00 |
| A.145 | Breakdown | O-t!W-".,hgu.J~ Specifjillt                                  | man  | 8,000.00  | 13,000.00 | 6,000.00  | 14,000.00 |
| A.146 | Breakdown | Junior Systems Administrator                                 | man  | 5,000.00  | 8,000.00  | 1,000.00  | 9,000.00  |
| A.147 | Breakdown | JJn!"~SiOrke Athnl!l"trator                                  | mon  | 5,000.00  | 8,000.00  | 4,000.00  | 9,000.00  |
| A.148 | Breakdown | Junior Backup and Recovery Administrator                     | mon  | \$,000.00 | 8,000.00  | 4,000.00  | 8,000.00  |
| A.149 | Breakdown | iL~Ines, 0.... 19pmem-Expert                                 | man  | 14,000.00 | 22,000.00 | 12,000.00 | 25,000.00 |
| A.150 | Breakdown | Business Development Specialist                              | men  | 12,000.00 | 19,000.00 | 10,000.00 | 21,000.00 |
| A.151 | Breakdown | Senior Business Development Analyst                          | man  | 9,000.00  | 15,000.00 | 8,000.00  | 20,000.00 |
| A.152 | Breakdown | Business Development Analyst A                               | man  | 8,000.00  | 13,000.00 | 6,000.00  | 14,000.00 |
| A.153 | Breakdown | Business Development Analyst B                               | mon  | 7,000.00  | 12,000.00 | 5,000.00  | 12,000.00 |
| A.154 | Breakdown | Bu.I"~ p...elo pmofn An,!v>t C                               | men  | 6,000.00  | 10,000.00 | 4,000.00  | 11,000.00 |
| A.155 | Breakdown | Senior Material Coordinator                                  | man  | 6,000.00  | 9,000.00  | 6,000.00  | 11,000.00 |
| A.156 | Breakdown | Materl.1 Coordinator A                                       | man  | 5,000.00  | 8,000.00  | 5,000.00  | 10,000.00 |
| A.157 | Breakdown | M.terlal Coordinator B                                       | man  | 4,000.00  | 7,000.00  | 4,000.00  | 9,000.00  |
| A.158 | Breakdown | Material Coordinator C                                       | man  | 4,000.00  | 6,000.00  | 4,000.00  | 7,000.00  |
| A.159 | Breakdown | Senior Material Forecaster                                   | mon  | 9,000.00  | 1S,000.00 | 7,000.00  | 17,000.00 |
| A.160 | Breakdown | MlthUll F-0..ecast-r P                                       | mon  | 7,000.00  | 11,000.00 | 6,000.00  | 13,000.00 |
| A.161 | Breakdown | Material Forecaster B                                        | mon  | 6,000.00  | 10,000.00 | 6,000.00  | 11,000.00 |
| A.162 | Breakdown | -il"Qj;;.r FarfUll-r C                                       | mon  | 6,000.00  | 9,000.00  | 5,000.00  | 10,000.00 |
| A.163 | Breakdown | Training Coordinator Spedallst                               | man  | 10,000.00 | 16,00Q.00 | 9,000.00  | 19,000.00 |
| A.164 | Breakdown | Senior Trainlnl Coordinator                                  | mon  | 9,000.00  | 15,000.00 | 7,000.00  | 17,000.00 |
| A.165 | Breakdown | Training Coordinator A                                       | mon  | 6,000.00  | 9,000.00  | 5,000.00  | 12,000.00 |
| A.166 | Breakdown | TTalnlg Coordinator B                                        | mon  | 5,000.00  | 8,000.00  | 4,000.00  | 10,000.00 |
| A.167 | Breakdown | Training Coordinator C                                       | man  | 4,000.00  | 6,000.00  | 4,000.00  | 9,000.00  |
| A.168 | Breakdown | Help Desk and Support Clerk                                  | man  | 3,000.00  | 6,000.00  | 2,000.00  | 6,000.00  |
| A.169 | Breakdown | 12 Equipment Support Specialist                              | mon  | 5,000.00  | 8,000.00  | 5,000.00  | 9,000.00  |
| A.170 | Breakdown | 12 Network Support Specialist                                | mon  | \$,000.00 | 8,000.00  | 5,000.00  | 9,000.00  |
| A.171 | Breakdown | 12 Applications Support Specialist                           | mon  | 5,000.00  | 8,000.00  | 5,000.00  | 9,000.00  |
| A.172 | Breakdown | IT Engineer                                                  | men  | 6,000.00  | 10,000.00 | 5,000.00  | 11,000.00 |
| A.173 | Breakdown | Senior Operations Specialist                                 | man  | 7,000.00  | 11,000.00 | 6,000.00  | 12,000.00 |
| A.174 | Breakdown | Telecommunication Support Technlcnian                        | man  | 4,000.00  | 6,000.00  | 4,000.00  | 8,000.00  |
| A.175 | Breakdown | Contact Center CVP Programmer                                | mon  | 10,000.00 | 16,000.00 | 7,000.00  | 36,000.00 |
| A.176 | Breakdown | Senior Contact Center Engineer                               | man  | 10,000.00 | 16,000.00 | 9,000.00  | 31,000.00 |
| «Srr  | Breakdown | Contact Center Enilineer                                     | mon  | 9,000.00  | 15,000.00 | 7,000.00  | 16,000.00 |

|       |           | NEWLY GRADUATE NEWLY<br>GRADUATES |     | MINIMUM SALARY | MAXIMUM SALARY | MINIMUM SALARY | MAXIMUM SALARY |
|-------|-----------|-----------------------------------|-----|----------------|----------------|----------------|----------------|
| I.E.1 | Breakdown | rTEn&neer                         | mon | 7000           | 14000          | 7000           | 14000          |
| I.f.2 | Breakdown | IT Service. Analyst               | mon | 5000           | 11000          | 5000           | 11000          |
| I.f.' | Breakdown | IT Developer                      | mon | 6000           | 12000          | 6000           | 12000          |

**R**

O.S.I  
s.audi Electricity Company  
Illiqtently Serv.;q You

**SCHEDULE "B"****EXHIBIT J****SERVICE ORDER FORM**

|                    |                            |                 |   |      |
|--------------------|----------------------------|-----------------|---|------|
| Icontrad Number    | II' ~";" "f. <b>S.</b> ~"; | I               | I | I    |
| Icontrador         | II "~-c1 ~";               | <b>Z;</b> " ~"; | I | I    |
| Icontrador Address | II                         | ~1              | I | I& I |
| I                  | I                          | I               | I | I    |

This Service Order authorizes the above Contractor to perform the WORK (paragraph 3, Schedule "B") in accordance with the terms and conditions specified under this contract,

|                           |     |                    |
|---------------------------|-----|--------------------|
| Personnel Name            | II, | Job Classification |
| Nationality               | II  | Discipline         |
| Brief Description of Work | I   | I                  |
| Work Location             | I   | I                  |

**COST BREAKDOWN**

|                                     |     |   |
|-------------------------------------|-----|---|
| Monthly Basic Salary                | I   | I |
| Housing and Living Allowance        | I~~ | I |
| Transportation Allowance            | I   | I |
| Icontrador's Fee                    | I   | I |
| Less Discount (if any)              | I   | I |
| Monthly Labor Rate                  | I   | I |
| S.O. Estimated Labor Cost           | I   | I |
| Other Reimbursable Costs            |     | I |
| S.D. Estimated Not-To-Exceed Amount |     |   |

|                   |   |   |   |
|-------------------|---|---|---|
| I                 | I | I | I |
| I                 | I | I | I |
| I                 | I | I | I |
| S-allInstruction: | I | I | I |

|                       |   |                          |   |
|-----------------------|---|--------------------------|---|
| IRequesting Proponent | I | IAPproved by:            | I |
| Title                 | I | Title                    | I |
| Signature and Date    | I | Signature and Date       | I |
| IContrador Acceptance | I | Icertify S.O. Completion | I |

.~.)4Cl~\_ ""I~~1  
Saudi Electricity Company  
Diligently Serving You

SCHEDULE "B"  
EXHIBIT II

**CONTRACTED EMPLOYEE BUSINESS  
ASSIGNMENT AUTHORIZATION FORM**

Business Assignment **DJ,.c. 4**

**1) PERSONNEL INFORMATION**

|                      |                  |                          |                                             |
|----------------------|------------------|--------------------------|---------------------------------------------|
| Contract No.         | Contractor Name: | Badge No.                | Personnel Name                              |
| Service Order No.    | Job Title:       |                          |                                             |
| Proponent Department | Operating Area:  | Division: ..,:ibl/i)~' I | Work Tel No:                                |
| Tel. No. 'U,\~1fl,   | Job Title ~,JI~  |                          | Mobile No.: Supervisor's Name ~4-JI~)1 ("") |

**2) BUSINESS ASSIGNMENT**

|                                             |                                                     |                                                                                                                  |
|---------------------------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| LOCATION OF ASSIGNMENT: ~IJ&                | 4....t-J1,-!it);:i Assignment Start Date 20XX-XX-XX | Total Estimated Cost (Compensation Rate Based on Paragraph 2.3, Schedule. 'C' 01 Contract)<br>rJJ~J~ ..*****:..) |
| PURPOSE OF ASSIGNMENT: 4....t-J1 e;.. u"yjl | 4....t-J1'-:!:i Assignment End Date 20XX-XX-XX      | J,...ll ..... r'y11 ~.ic.<br>DAYS<br>(; ....).                                                                   |

**3) DISTANCE**

|                                                                                                                                                                                                                           |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Distance between work & assignment location: :4-J1 ~,...; J..o.ll~,... ~ ...t.-ll<br><input checked="" type="radio"/> More than 300 Km                                                                                    | Can commute daily ~ DYes YONo |
| Distance between the nearest departure airport & work location more than 100 km: ~ \ .. U.- j.sl i_JIA..ll JUo.. ...,)1;J..o.llts.. ~ ~t.-ll<br>Distance is KmrS ( )~t;WIJ NQJ ' Yes <input checked="" type="radio"/> r-i |                               |
| Distance between arrival airport & assignment location more than 100km: :~ \ .. U..o j.sl J.;....o.;lUo..; 4-J1 ~,... ~ ~t.-ll<br>Distance isrS ( )~t;WIJ NQJ ' Yes <input checked="" type="radio"/> r-i                  |                               |
| <ij_""m J!.; L__ _ :J..o.ll~J ~'il UIWII                                                                                                                                                                                  |                               |

**4) RECOMMENDATION AND APPROVAL\***

|                                          |                                                                       |
|------------------------------------------|-----------------------------------------------------------------------|
| Recommended By:<br><br>Division Manager: | Approved By: ( <i>More than 5- Working Days Business Assignment</i> ) |
| Approved By:<br><br>Department Manager   | H!gher ~roval accordil!g to SEC HR Policy                             |

CONTRACT PRICE AND PAYMENT PROVISIONS1. CONTRACT PRICE

1.1 As full and complete compensation for CONTRACTOR'S performance of the WORK and all of CONTRACTOR'S obligations hereunder in accordance with the terms and conditions of this CONTRACT, COMPANY shall pay CONTRACTOR a CONTRACT Price consisting of:

- 1.1.1 Reimbursable Cost as defined in Paragraph 2 of this Schedule "C";
- 1.1.2 CONTRACTOR's Monthly Fee as defined in Paragraph 3 of this Schedule "C"; and

The Rates as set forth above are not subject to escalation for any reason whatsoever. No adjustments in compensation shall be made as a result of changes in the relative value of any currencies.

1.2. Value Added Tax (VAT)

1.2.1 COMPANY shall, in addition to the CONTRACT Price set forth in Paragraph 1.1 of this Schedule "C", pay CONTRACTOR a sum equal to the VAT chargeable on the value of Goods supplied and Services completed in accordance with the CONTRACT on the following conditions:

- 1.2.1.1 The chargeable VAT shall only be payable by COMPANY if CONTRACTOR issues a valid Tax Invoice within the time limits and requirements set forth in the Saudi Arabia Value Added Tax Law and its Implementing Regulations.
- 1.2.1.2 The VAT on the value of the supplied Goods and completed Services under the CONTRACT shall be charged at the prevailing rate.
- 1.2.1.3 COMPANY shall have the right to hold paying such paid VAT amounts till final acceptance of Work or Services.
- 1.2.1.4 The VAT shall be shown separately on all CONTRACTOR invoices submitted pursuant to the CONTRACT as a strictly net extra charge to make each such invoice a valid Tax Invoice for VAT purposes.

SCHEDULE "C"

CONTRACT NO. 4400015677

- 1.2.1.5 Payment of a Tax Invoice by COMPANY will not be construed as an evidence that the Goods have been supplied and the Services have been completed by CONTRACTOR in accordance with the CONTRACT but as a payment on account only.
- 1.2.1.6 CONTRACTOR shall indemnify COMPANY on continuing basis against any liability, including any financial charges, penalties or costs incurred, which is levied, demanded or assessed on COMPANY at any time in respect of CONTRACTOR's failure to account for or to pay any VAT relating to payments made by COMPANY to CONTRACTOR under the CONTRACT. Any amounts due under this Paragraph 1.2.1.5 shall be paid by CONTRACTOR to COMPANY within seven (7) calendar days before the date upon which the tax or other liability is payable by COMPANY.
- 1.2.2 The provisions of this Paragraph 1.2 shall also apply to all other VAT payments by COMPANY to CONTRACTOR under the CONTRACT

2. REIMBURSABLE COSTS

2.1 Compensation for Monthly Labor Rate

COMPANY shall pay CONTRACTOR for the actual, verifiable and auditable Gregorian Monthly Labor Rate paid by CONTRACTOR to its personnel assigned to SERVICE ORDERS on the following basis:

- 2.1.1 Monthly basic salary determined by COMPANY for CONTRACTOR's personnel in accordance with the rates specified in Appendix II to Schedule "B" plus housing allowance equivalent to 25% of the monthly basic salary and transportation allowance of SR600, as prescribed in Paragraph 4.1.3 of Schedule "B" of this CONTRACT.

2.1.2 For less than a full month work performed by CONTRACTOR's personnel, payment will be based on the Labor Daily Rate as per the following formula:

$$\text{Labor Daily Rate} = \frac{\text{Monthly Labor Rate} \times 12}{365}$$

For partial day work performed by CONTRACTOR's personnel, payment will be based on the Hourly Rate as per the following formula:

$$\text{Hourly Rate} = \frac{\text{Monthly Labor Rate} \times 12}{365 \times 8}$$

Where:

$$\text{Monthly Labor Rate} = \text{Monthly basic salary} + \text{housing allowance} + \text{transportation allowance, if applicable}$$

2.1.3 Deduction for Unapproved Absence

CONTRACTOR personnel who is absent or failed to report on duty without an approved official leave/sick leave shall incur a deduction of 1.5 against applicable Labor Daily Rate, for each day of absent without approved official leave/sick leave. The same deduction shall apply for any CONTRACTOR personnel who failed to report on duty after his approved vacation. For a partial day, the deduction of 1.5 against applicable Hourly Rate will be applied. (Formulas for calculating Daily & Hourly Rates are shown in Paragraph 2.1.2 above)

2.2 Compensation for Overtime Payment

COMPANY shall compensate for each approved hour of overtime WORK performed by CONTRACTOR's personnel pursuant to Paragraph 6.5 of Schedule "B" of this CONTRACT for period beyond forty (40) hours per week WORK schedule and for each hour worked on weekends and holidays in accordance with the following formula:

SCHEDEULE "C"CONTRACT NO. 4400015677

Hourly Overtime Rate = ~";Mdnthly Basic Salary x 12x 1.5;----;----;

CONTRACTOR shall invoice COMPANY along with the respective month Invoicing only for the actual, verifiable and auditable approved overtime payments paid by CONTRACTOR to its personnel. CONTRACTOR's Monthly Fee shall not be applied to the overtime payment to CONTRACTOR personnel.

2.3 Compensation for Business Assignments Payments

2.3.1 If and when COMPANY assigns any CONTRACTOR's personnel a business assignment pursuant to Paragraph 5.3 of Schedule "B" of this CONTRACT, CONTRACTOR shall pay to its personnel the following business assignment allowances that will be compensated by COMPANY:

2.3.1.1 Business Travel Allowance:

COMPANY shall pay/compensate CONTRACTOR a "Travel Allowance" Once per assignment to cover a round trip transportation expenses based on a fixed amount as given below regardless travel was by Air or Land:

|                 |                                                                              |
|-----------------|------------------------------------------------------------------------------|
| "0Lkm and Above | mr<br>Tu,let                                                                 |
|                 | No Ticket<br>Economic Class<br>Ticket, as per<br>COMPANY Announced<br>Prices |

COMPANY shall decide the Distance Between Business Assignment Location & Permanent Work Location.

2.3.1.2 Daily Allowance:

Only in cases that the Business Assignment Location is more than 201 kilometers away from the personnel's permanent Work Location, and the Business Assignment requires overnight stay, then COMPANY shall pay/compensate CONTRACTOR a "Daily Allowance" of

SCHEDULE "C"CONTRACT NO. 4400015677

SR:700 per night spent at the Business Assignment Location to cover the housing, meals and other expenses.

Full Daily Allowance will be paid for the day ahead of the first day of the Business Assignment which is considered as the day of traveling to the Business Assignment Location, however only  $\frac{1}{2}$  of Daily Allowance will be paid for the last day of the Business Assignment which is considered as the day of traveling back to the Permanent Work Location.

COMPANY shall decide if the Business Assignment requires overnight stay or not.

The Daily allowance shall not apply when COMPANY provides accommodation and catering to CONTRACTOR's personnel at the Business Assignment Location.

#### 2.3.1.3 TICKET:

COMPANY shall provide Economy Class Ticket or Ticket compensation, as per COMPANY actual announced prices for each destination.

- 2.3.2 CONTRACTOR's personnel shall prepare the relevant business assignment application as per COMPANY guidelines and procedures and obtain appropriate approval prior to proceeding with the business assignment. The form of which is set forth in Exhibit II to Schedule "B" of this CONTRACT which by reference is made an integral part of this CONTRACT.
- 2.3.3 Upon getting COMPANY approval for any Business Assignment, the total cost of Compensations for that Business Assignment, if any, calculated in accordance with this Paragraph 2.3 shall be paid by CONTRACTOR to its personnel in advance prior to proceeding with the business assignment, then CONTRACTOR will include that cost in its next monthly invoice.

#### 2.4 Compensation for Permanent Change in Work Location

In the event of permanent change in WORK location of any of the CONTRACTOR's personnel pursuant to Paragraph 5.2 of Schedule "B" of this CONTRACT, COMPANY shall pay a one time lump sum amount of the concerned CONTRACTOR's personnel monthly basic salary plus CONTRACTOR's Fee during the month in which the change of location is effective. CONTRACTOR shall pay One Monthly Basic Salary to its

personnel to cover the re-location expenses incurred by CONTRACTOR's personnel.

## 2.5 Compensation for Personael Vacation Pay

As full and complete compensation for CONTRACTOR expenses related to CONTRACTOR's Personnel vacations, COMPANY shall pay the following:

- 2.5.1 Labor Daily Rate for each entitled Payable Vacation Day that will be paid by CONTRACTOR to its personnel pursuant to Paragraph 8 of Schedule "B" of this CONTRACT.

Where:

$$\text{Labor Daily Rate} = \frac{\text{Monthly Labor Rate}}{365} \times 12$$

$$\text{Monthly Labor Rate} = \text{Monthly basic salary} + \text{housing allowance} + \text{transportation allowance, if applicable}$$

- 2.5.2 Pursuant to paragraph 7.3 of Schedule "B", it is absolutely forbidden to compensate the CONTRACTOR's Personnel financially for his annual leaves while he is working under a SERVICE ORDER.

- 2.5.3 The actual quantifiable / verifiable / identifiable cost of Round Trip economy class Air Ticket from Saudi international Airport nearest to the personnel Permanent Work Location up to his country of origin. Compensation of Air Tickets will be pursuant to the guidelines indicated in Paragraph 2.11 below. (This is for expatriate CONTRACTOR's personnel and applicable for One Time per Year Only)

- 2.5.4 The actual government fee for exit / re-entry visa. (This is for expatriate CONTRACTOR's personnel and applicable for One Time per Year Only)

## 2.6 Compensation for End-oC-Service Award

- 2.6.1 As full and complete compensation for CONTRACTOR expenses related to End-of-Service Award that CONTRACTOR will pay to its Personnel, COMPANY shall pay an amount of one-half (112) monthly Labor Rate per year of service.

SCHEDEULE "C"CONTRACT NO. 4400015677

2.6.2 End-of-Service Award shall be prorated for a partial year (because of Termination, Resignation or in case of Demise etc.). This Compensation shall be invoiced by CONTRACTOR at the end of every SERVICE ORDER.

2.6.3 Calculation of End-of-Service Award shall be as per below formula:

$$\text{ESA} = \frac{\text{MLR}}{2} [ Y + \frac{M}{12} + \frac{D}{365} ]$$

Where:

ESA = End-of-Service Award

Y = Number of whole Year worked under Service Order

M = Number of whole Months worked under Service Order for partial year

D = Number of days worked under Service Order for partial month

MLR = Monthly Labor Rate

$$\text{Monthly Labor Rate} = \text{Monthly Basic Salary} + \text{Housing Allowance} + \text{Transportation Allowance, if applicable}$$

## 2.7 Compensation for Family Status Allowance

2.7.1 If COMPANY approved a CONTRACTOR personnel Request to change his employment status from Bachelor to Family Status, pursuant to Paragraph 8 of Schedule "B", this CONTRACTOR personnel will be eligible for Monthly Family Allowance of Five hundred (SR: 500) Saudi Riyals per Gregorian month for each Family member approved by COMPANY with Maximum of 3 members. The Monthly Family Allowance shall be prorated for a partial Month.

2.7.2 COMPANY shall inform CONTRACTOR thru official written Family Status Approval Notice indicating the names and number of approved Family members of any CONTRACTOR personnel. The effective date to start the payments of the eligible Monthly Family Allowance for a Family member shall be the actual date of arrival of that Family member to Saudi Arabia, however if a Family member is already available in Saudi Arabia then the effective date

**SCHEDULE "C"****CONTRACT NO. 4400015677**

to start the payments of the eligible Monthly Family Allowance shall be the Date of Family Status Approval Notice issued by COMPANY. For period less than a month, allowance shall be prorated.

- 2.7.3 If any of CONTRACTOR personnel's Family Member approved by COMPANY is changing its sponsorship to another work party (for whom the wife works, for example) or gone for Final Exit or any child reached the age of (19) or violate any other condition of eligible Family Member indicated in Paragraph 8 of Schedule "B", then CONTRACTOR should immediately stop payment of Monthly Family Allowance for that member(s) and inform COMPANY accordingly. The effective date to stop payment in such cases shall be on the actual date when the change in the status took place even if retroactively.

**2.8 Compensation for GOSI Premium**

As full and complete compensation for CONTRACTOR expenses related to GOSI Premium that CONTRACTOR will pay to the Saudi Arabian Government General Organization for Social Insurance (GOSI) to cover the CONTRACTOR personnel's Occupational Risk Insurance, COMPANY shall pay an amount of twelve percent (12%) of the CONTRACTOR's Saudi personnel's Labor Rate per month and two percent (2%) of the CONTRACTOR Expatriate personnel's Labor Rate per month.

Where:

|                       |                            |   |                      |   |                                               |
|-----------------------|----------------------------|---|----------------------|---|-----------------------------------------------|
| Monthly<br>Labor Rate | Monthly<br>Basic<br>Salary | + | Housing<br>Allowance | + | Transportation<br>Allowance, if<br>applicable |
|-----------------------|----------------------------|---|----------------------|---|-----------------------------------------------|

**2.9 Compensation for Mobilization**

As full and complete compensation for CONTRACTOR expenses related to Mobilization of its expatriate Personnel, COMPANY shall pay the following:

- 2.9.1 If the chosen new candidate is not under the sponsorship of CONTRACTOR and is out of Kingdom:

- 2.9.1.1 The actual quantifiable / verifiable / identifiable cost of One-way economy class Air Ticket from the personnel country of origin up to Saudi international Airport nearest to the personnel Permanent Work Location.

**SCHEDULE "C"****CONTRACT NO. 4400015677**

Compenstaion of Air Tickets will be pursuant to the guidelines indicated in Paragraph 2.11 below.

- 2.9.1.2 Processing Fee equal to SR:S,750 which shall cover all recruitment expenses, such as but not limited to, visa, taxes, fees, insurance and any other recruitment costs.
- 2.9.2 If the chosen new candidate is not under the sponsorship of CONTRACTOR but is available in Kingdom:

2.9.2.1 Transportation Fee

COMPANY shall pay/compensate CONTRACTOR a "Transportation Fee" to cover the transportation expenses based on a fixed amount as given below regardless travel was by Air or Land:

| Distance Between<br>Business Assignment Location<br>& Permanent Work Location | Travel Allowance<br>Fixed Amount (SR) |
|-------------------------------------------------------------------------------|---------------------------------------|
| Less than 200 Km                                                              | No Travel<br>Allowance                |
| 200-500 Km                                                                    | 350.00                                |
| 501-700 Km                                                                    | 450.00                                |
| 701-1100 Km                                                                   | 600.00                                |
| 1101 Km and Above                                                             | 860.00                                |

COMPANY shall decide the Distance Between Personnel Location before hiring & Proposed Work Location.

2.9.2.2 Actual government Visa Transfer Fee

- 2.9.3 If the chosen new candidate is under the sponsorship of CONTRACTOR, Then COMPANY will only pay a Transportation Fee as indicated in Paragraph 2.9.2.1 above.

2.10 Compensation for Demobilizatioll

As full and complete compensation for CONTRACTOR expenses related to Demobilization of its expatriate Personnel, COMPANY shall pay the following:

- 2.10.1 The actual quantifiable / verifiable / identifiable cost of One-way economy class Air Ticket from Saudi international Airport nearest to the personnel Permanent Work Location up to the

personnel country of origin. Compensation of Air Tickets will be pursuant to the guidelines indicated in Paragraph 2.11 below.

2.10.2 Actual Exit Visa cost, if any.

However, if CONTRACTOR Personnel is demobilized due to his/her misdemeanor pursuant to Paragraph 11 of Schedule "B" or due to his/her resignation for any reason pursuant to Paragraph 12 of Schedule "B", and this takes place before CONTRACTOR personnel completes Eleven (11) Gregorian months of continuous services. then in these cases, CONTRACTOR's personnel shall bear all the actual Demobilization Costs paid by COMPANY as per this Paragraph 2.12 plus the actual Mobilization costs paid by COMPANY as per Paragraph 2.11 above which shall be deducted from his last salary. Also, if CONTRACTOR will not demobilize its personnel out the country, instead, will assign him to CONTRACTOR's other clients or employee him at its offices or for any other reasons, then No Demobilization Costs will be paid by COMPANY.

2.11 Guidelines for Compensations For Air Tickets:2.11.1 Maximum Acceptable Amounts For Air Ticket Compensations

As per Paragraphs 2.5, 2.9 and 2.10 above, COMPANY shall compensate CONTRACTOR the actual cost for an economy class Air Tickets; however the Air Ticket shall not exceed the Maximum Acceptable amounts indicated below:

| Location   | Countries Covered                                                                                                            | Maximum Acceptable Amount {SRI Round Trip 6 lie } W~ |            |
|------------|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------|
|            |                                                                                                                              | Round Trip                                           | 6 lie } W~ |
| Location 1 | South Asian countries including but limited to: Bangladesh; India; Pakistan; Sri Lanka; Nepal, etc.                          | 2,700.00                                             | 1,800.00   |
| Location 2 | Southeast Asian countries including but not limited to: Indonesia; Malaysia; Philippines; Singapore; Thailand; Vietnam, etc. | 4,000.00                                             | 2,000.00   |

**SCHEDULE "C"****CONTRACT NO. 4400015677**

| iL9PllgfID<br>~ | QQu~tti~\$Cov.e'e~                                                                                                             | ~uJ\~~~¢tt!Jni.bLe<br>:ADionDf~(~_R) .~<br>Rorurd 'fm'P t\();n~W.~, |          |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------|
| Location 3      | Northwest African countries including but not limited to: Algeria; Libya; Morocco; Tunisia, etc.                               | 3,400.00                                                            | 1,800.00 |
| Location 4      | Middle East countries including but not limited to: Egypt, Sudan, Iran; Iraq; Jordan; Lebanon; Palestine; Syria; Turkey; Yemen | 3,000.00                                                            | 1,700.00 |
| Location 5      | North America and Canada                                                                                                       | 6,000.00                                                            | 3,000.00 |
| Location 6      | European Countries                                                                                                             | 6,000.00                                                            | 3,000.00 |
| Location 7      | South Africa                                                                                                                   | 6,600.00                                                            | 3,500.00 |

2.11.2 In the event that actual cost for an economy class Air Ticket exceeds the above limits, then CONTRACTOR shall secure prior approval from COMPANY before the purchase of the ticket. If the COMPANY disagree, CONTRACTOR shall look for other flight alternatives acceptable to COMPANY (such as different Airlines, dates, route or any other alternatives); otherwise, COMPANY will only pay the Maximum Acceptable amounts indicated above and the balance additional cost shall be covered by CONTRACTOR.

2.11.3 In the event that actual Location/Country of CONTRACTOR's personnel is not listed in table in Paragraph 2.11.1 above, then CONTRACTOR shall secure prior approval from COMPANY for the cost of the ticket before the purchase of the ticket.

2.12 Should COMPANY requests CONTRACTOR in writing to contract with a third party to audit CONTRACTOR's local content plan for this Contract, then CONTRACTOR shall submit at least three (3) quotations from COMPANY's list of approved auditing firms. COMPANY may advise CONTRACTOR in writing of the selected auditing firm. Upon completion of the audit process by the auditing firm, CONTRACTOR shall bill COMPANY, and COMPANY shall pay CONTRACTOR the actual auditing cost as quoted by the auditing firm supported with the auditing firm's original invoice and the Local Content certificate.

### **3. CONTRACTOR FEE**

3.1 The CONTRACTOR's Gregorian Monthly Fee is specified in the Pricing Attachment, for each of CONTRACTOR's personnel assigned to COMPANY under this CONTRACT constitutes all-inclusive payment to CONTRACTOR for all direct and indirect costs, other than those specified

in Paragraph 2 above, which includes, but not limited to, payroll insurance, taxes, medical insurance; travel time to and from the WORK Location; Residence (Iqama) and Work Permit fees; driving license fees and all such type of expenses related to maintaining the CONTRACTOR Personnel under this CONTRACT, including but not limited to what are specified in Paragraph 3.2 below; and overheads as well as profit.

### 3.1.1 Deduction for delayed Iqama Renewal

CONTRACTOR shall be penalized and deducted from his monthly invoice for failure of renewing his personnel's Iqama on time. An amount of Twenty (SR: 20) per day of every expired Iqama shall be deducted from contractor's Invoice, this will be applicable start following the day of Iqama expiry date up to the Iqama renewed date.

- 3.2 CONTRACTOR shall provide a Minimum Class "B" medical insurance to all of its personnel assigned to a SERVICE ORDER under this CONTRACT.
- 3.3 The CONTRACTOR's Gregorian Monthly Fee set forth in the Pricing Attachment to this Schedule "C" also include all compensation due CONTRACTOR for:
  - 3.3.1 Provision by CONTRACTOR of any necessary head office Supporting Staff (Technical Secretary, Typist, Translator, Driver, etc.) as CONTRACTOR may require whose functions are not directly related to the performance of the scope of WORK described in Schedule "B" of this CONTRACT.
  - 3.3.2 Provision by CONTRACTOR of all materials, supplies, tools and equipment required in the performance of the WORK under this CONTRACT except as provided in Paragraph 2.1 and 2.2, Schedule "B" of this CONTRACT.
  - 3.3.3 All personnel protective (safety) equipment such as safety shoes, safety hat, safety glasses, etc, to be used in case the contractors' personnel are assigned for field tasks in rare cases.
- 3.4 COMPANY shall deduct from CONTRACTOR's Invoices an amount based on the daily rate of the CONTRACTOR's Fee as per the following formula for less than a full month work performed by CONTRACTOR personnel or if the CONTRACTOR's personnel do not report to work on each work day:

SCHEDEULE "C"CONTRACT NO. 4400015677

|               |                                                                                                                            |
|---------------|----------------------------------------------------------------------------------------------------------------------------|
| Daily<br>Rate | Monthly CONTRACTOR's Fee (as indicated in Item<br><u>1.1 &amp; 1.2 of Pricing Attachment to Schedule "C"</u> ) x 12<br>365 |
|---------------|----------------------------------------------------------------------------------------------------------------------------|

The Daily Rate shall be prorated for absence for a partial day.

No deductions shall be applied on the CONTRACTOR's Fee for any approved such as paid leaves / sick leaves / leaves without pay. However, the above described deductions shall be applicable for unapproved leaves / sick leaves / absences or approved leaves / sick leaves without pay that exceeds the eligible yearly leaves.

3.5 CONTRACTOR acknowledges its responsibility to its employees pursuant to the Labor and Workmen Law of the Kingdom of Saudi Arabia. CONTRACTOR shall indemnify and hold COMPANY harmless from any loss, cost, damage or award arising out of or connected with CONTRACTOR'S failure or alleged failure to the Labor and Workmen Law of the Kingdom of Saudi Arabia. The provisions of this Paragraph are continuing and their binding effect shall survive the expiration or termination of this CONTRACT.

#### 4. TIME REPORTING

For all WORK for which CONTRACTOR will request payment based on Labor Rate, CONTRACTOR Fee set forth in Paragraphs 2,3 and 4 of this Schedule "C", CONTRACTOR shall submit Personnel Timesheet in a format identical to Exhibit I-A & I-B of this Schedule "C" to the COMPANY REPRESENTATIVE for review and certification.

CONTRACTOR shall prepare and submit the timesheets on CONTRACTOR's letterhead with CONTRACTOR's company seal/stamp affixed on it.

COMPANY REPRESENTATIVE's signature on the detailed timesheets shall only certify the time periods involved, and shall not constitute approval of any request for compensation.

#### 5. INVOICING AND PAYMENT

5.1 On or before the tenth (10<sup>th</sup>) day of each Gregorian month during the performance of the WORK, CONTRACTOR shall invoice COMPANY for WORK completed and the applicable VAT along with a valid Tax Invoice in respect of such completed WORK during the preceding month and not included on previous invoices. If a CONTRACTOR invoice for the completed WORK (i.e., supplied Goods or completed Services) does not include a valid Tax Invoice, COMPANY will not make any payment on

such completed WORK. The invoice shall separately show the value of the completed WORK, VAT and total invoice amount.

- 5.2 CONTRACTOR shall submit a consolidated invoice for all SERVICE ORDER(S) under this CONTRACT and all other Reimbursable Costs as per the format identical to Exhibits II and III of this Schedule "C".
- 5.3 Each monthly progress invoice shall be accompanied by a copy of the SERVICE ORDER, and original of CONTRACTOR personnel timesheet approved by the COMPANY REPRESENTATIVE for man-hours actually worked actually provided on the specific SERVICE ORDER, CONTRACTOR proof of last period payment to his Personnel (Schedule "C" Exhibit IV), Valid SEC IDs copies' file for on-site employees invoicing and other supporting documents as may be required by COMPANY to substantiate the invoiced amount.

The final invoice under specific SERVICE ORDER shall be accompanied by the original copy of the SERVICE ORDER and original supporting documents as required under this Paragraph 6 of this Schedule "C".

- 5.4 All CONTRACTOR's invoices shall be submitted through the contractor's portal on the Company's website.
- 5.5 CONTRACTOR shall submit together with its monthly/final invoices, a written statement, in a format identical to Exhibit IV of this Schedule "C" that CONTRACTOR has fully paid the salaries (including benefits/compensations, as applicable) of their personnel engaged in the WORK for the billing month. Failure by CONTRACTOR to submit the required statement may cause COMPANY to withhold any amount due to CONTRACTOR until such statement is submitted to the COMPANY and if so directed by a competent Saudi Arabian Government Authority pay from such withheld amounts any CONTRACTOR employee any amount that may be due from CONTRACTOR. CONTRACTOR shall also submit proof (i.e. bank transfer, salary receipt statement, etc.) that personnel assigned under this CONTRACT have received their salary including allowance etc. if requested by COMPANY.
- 5.6 All invoices and supporting documents shall be submitted on CONTRACTOR'S letterhead, showing CONTRACTOR'S name, address, CR number, phone, facsimile and telex numbers, and with CONTRACTOR'S stamp affixed on it.
- 5.7 After certification of each invoice by COMPANY REPRESENTATIVE, COMPANY shall promptly pay CONTRACTOR the sum due.
- 5.8 All payments to CONTRACTOR shall be made by Bank account transfer.

SCHEDULE "C"CONTRACT NO. 4400015677

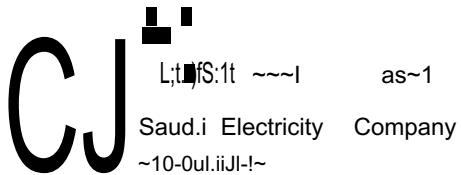
5.9 On expiration of this CONTRACT and after fulfillment by CONTRACTOR of all of its duties and obligations under this CONTRACT, CONTRACTOR shall submit to COMPANY its final invoice together with the following documents:

- 5.9.1 Proof satisfactory to COMPANY that all costs incurred by CONTRACTOR in the performance of the WORK have been satisfied and paid, that there are no unsatisfied claims or injuries to persons or property and that no other indebtedness exists in connection with the WORK for which CONTRACTOR is responsible (or if such claims or indebtedness exists, then in lieu of the foregoing, CONTRACTOR may provide COMPANY with appropriate information and covenants sufficient to indemnify and hold COMPANY harmless from any liability connected with said claims or indebtedness); and
- 5.9.2 Any and every document, receipt, statement of account, affidavit or assurance which COMPANY requires as necessary or appropriate to ensure immunity to COMPANY from any and all liens or claims for which COMPANY might be or become liable; and
- 5.9.3 Proof satisfactory to COMPANY that all COMPANY Identification Cards and/or Stickers furnished to CONTRACTOR under this CONTRACT have been returned to COMPANY'S Industrial Security Department; and
- 5.9.4 Releases to COMPANY from CONTRACTOR by execution of Final Receipt and Release Agreement (COMPANY Form # 15076) and from each assignee under this CONTRACT, discharging COMPANY from all liabilities, obligations and claims arising out of or under this CONTRACT, except for final payment.

After COMPANY'S receipt of the foregoing documents and after all adjustments to CONTRACT Price and all unsettled matters under this CONTRACT, and after verification of CONTRACTOR'S final invoice, COMPANY shall pay CONTRACTOR all outstanding sums properly payable.

5.10 Pursuant to Paragraph 22.2 of Schedule "A" of this CONTRACT, COMPANY will deduct an amount equal to (.%) from each and every Non-Resident CONTRACTOR's invoices.

- This paragraph is applicable only when CONTRACTOR is non-resident in the kingdom.



## SCHEDULE "C"

CONTRACT NO. 4400015677

### 6. COMPANY'S AUDIT RIGHTS.

CONTRACTOR and its affiliated companies shall maintain books, records, correspondence, instructions, plans, drawing, receipts, vouchers, memoranda and other evidence (the foregoing constitute "records" for the purpose of this Paragraph), according to such accounting procedures and practices as are satisfactory to COMPANY, sufficient to accurately and properly reflects costs incurred by CONTRACTOR and invoiced to COMPANY under this CONTRACT and the disposition of any materials, tools or equipment provided by COMPANY to CONTRACTOR. COMPANY, or any firm of auditors appointed by COMPANY, shall have access, at all reasonable times, to all such records for the purpose, of auditing and verifying costs or for any other reason, and shall have the right to reproduce any such records. CONTRACTOR shall preserve and make available, and shall cause its affiliated companies to preserve and make available all such records for a period of two (2) years after expiration or termination of this CONTRACT; provided, however, that if any such records are or may be required to resolve any claim or dispute or any legal proceedings pursuant to this CONTRACT, the period of retention and the rights of access and examination described in this Paragraph shall continue until final disposition of such claim or dispute.

### 7. SETOFF

COMPANY may deduct from amounts which are payable to CONTRACTOR under this CONTRACT any amounts which are payable to COMPANY by CONTRACTOR under this or any other contract between them.

### 8. YEAR-END ACCRUED COST

CONTRACTOR shall, on or before the 10<sup>th</sup> day of the beginning of each Gregorian year during the progress of WORK, submit to COMPANY a detailed report for WORK completed during the previous Gregorian year but not yet invoiced. The report shall include the description and quantity of WORK or percentage of WORK completed and the corresponding value.

### 9. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions relative to CONTRACTOR's compensation shall apply. Should the special terms and conditions set forth below conflict with any terms and conditions of this Schedule "C", the special terms and conditions contained herein shall govern:

- 9.1 Pursuant to Paragraph 5 of this Schedule "C", CONTRACTOR shall also submit with each invoice a signed original listing of CONTRACTOR's

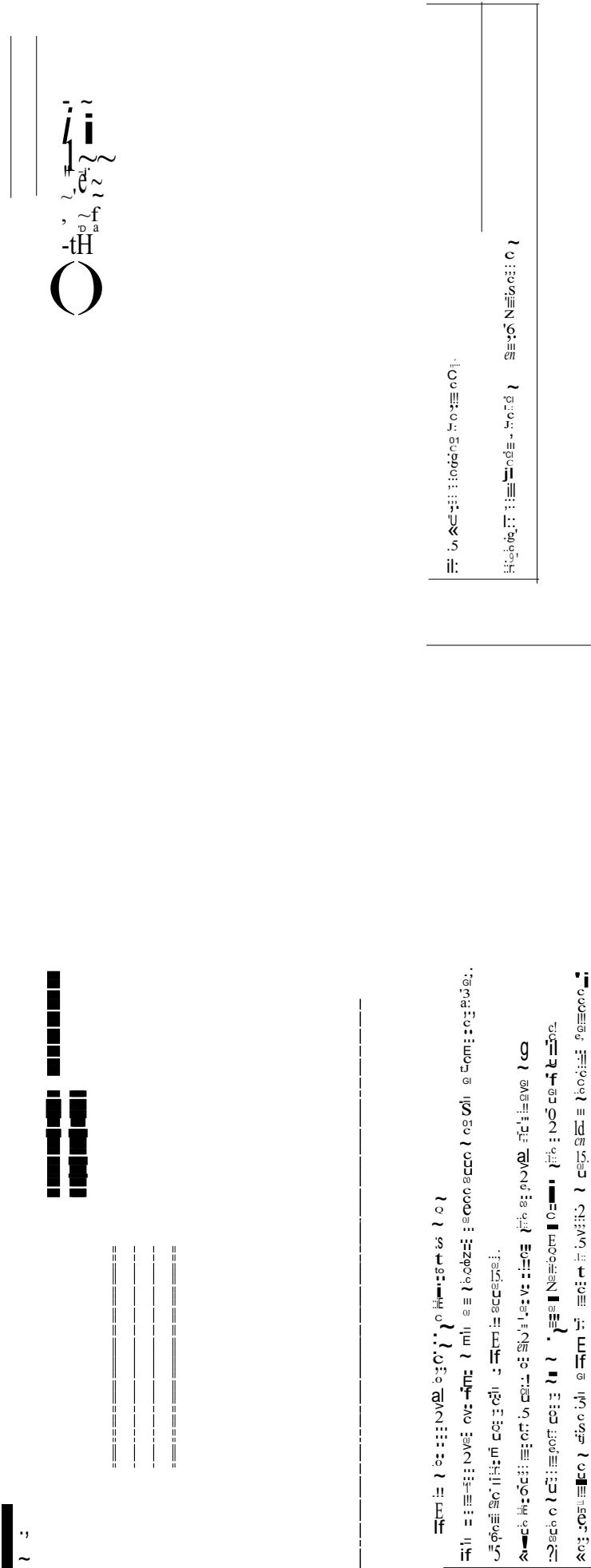
SCHEDEULE "C"

CONTRACT NO. 4400015677

personnel showing the CONTRACT Number, time period covered by the invoice, employee names and Job Titles, and the valid COMPANY Identification Card Numbers issued to them for working within COMPANY facilities for the review and approval by COMPANY REPRESENTATIVE. In case CONTRACTOR fails to submit the required listing, COMPANY reserves the right to withhold payment of the invoice until such time that the required documents are submitted without responsibility for delay in listing submittal.

- 9.2 This Schedule "C" has not been translated into Arabic and CONTRACTOR and COMPANY agree to be bound by the English text.

*End of Schedule "C"*





,,,~"\*\*\*\*I ;as~1  
Saudi Electricity Company  
Diligently Serving You

SCHEDULE "C"  
EXHIBIT II

(CONTRACTOR'S ORIGINAL LETTERHEAD)

MANAGER  
Controller's Department  
Saudi Electricity Company,  
Kingdom of Saudi Arabia

Contract No, \_\_\_\_\_  
Contractor No, : \_\_\_\_\_

Attention: Section Head  
FAD/Accounts Payable Section

INVOICE

DESCRIPTION: Invoice No. during the Month of for PMSS for Sourcing Support  
Services provided against various Service Orders (S/O) as listed below:

| S/O<br>No. | Completion<br>Date | Status | AMOUNT (SR)       |                                   |           |                     | S/O<br>Status** |
|------------|--------------------|--------|-------------------|-----------------------------------|-----------|---------------------|-----------------|
|            |                    |        | Not-to-<br>Exceed | Paid as of<br>previous<br>invoice | This Inv. | Cumulative<br>Total |                 |
|            |                    |        |                   |                                   |           |                     |                 |
|            |                    |        |                   |                                   |           |                     |                 |
|            |                    |        |                   |                                   |           |                     |                 |
|            |                    |        |                   |                                   |           |                     |                 |
|            |                    |        |                   |                                   |           |                     |                 |
|            |                    |        |                   |                                   |           |                     |                 |
| TOTAL      |                    |        |                   |                                   |           |                     |                 |

\*-Indicate whether invoice is Progress/Final

"-Indicate whether Service Order (S/O) is Active/Completed/Canceled.

Amount due to Contractor (SR) : (Amount in words enclosed in parenthesis)

NOTE: Please remit payment through the bank specified below (if applicable):

Bank Name:

Account Number

Bank Address

LEAVE THIS SPACE FOR COMPANY APPROVAL STAMP

CERTIFIED TRUE AND CORRECT:

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(CONTRACTOR'S SEAL STAMP)

EXHIBIT II, SCHEDULE "C"

SCHEDULE "C"  
EXHIBIT III

(CONTRACTOR'S ORIGINAL LETTERHEAD)

Contract No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Service Order No.: \_\_\_\_\_

Personnel Name: \_\_\_\_\_

Job Classification: \_\_\_\_\_

Inv. No. / Month of: \_\_\_\_\_

### COST SUMMARY

| LABOR COST                     |  |
|--------------------------------|--|
| A. Chargeable                  |  |
| Basic Monthly Salary           |  |
| Housing Allowance              |  |
| Transportation Allowance       |  |
| Total Salary                   |  |
| Contractor's fee               |  |
| Overtime                       |  |
| Sub-total                      |  |
| B. Deduction                   |  |
| Less Number of Non-Work days   |  |
| X Daily Rate"                  |  |
| Net total                      |  |
| C. Other Chargeables           |  |
| Business Assignment            |  |
| Relocation Cost                |  |
| Other Reimbursable Costs"      |  |
| D. Total Chargeable Labor Cost |  |
| Value Added Tax                |  |
| For Labor Cost                 |  |
| Total Chargable VAT @ 5%       |  |

\* Daily Rates includes Monthly Labor Rate and Contractor's Fee.

". Attach supporting documents

TOTAL AMOUNT PAYABLE \_\_\_\_\_

| DETAILED COST BREAKDOWN |            |                      |
|-------------------------|------------|----------------------|
| Charge Account Number   | GL Account | Chargeable Cost (SR) |
|                         |            |                      |
|                         |            | For Labor Cost       |
|                         |            | VAT@5%               |
|                         |            |                      |
|                         |            |                      |
|                         |            |                      |
|                         |            |                      |
|                         |            |                      |
|                         |            |                      |
|                         |            |                      |
| TOTAL AMOUNT (SRJ)      |            |                      |

Prepared by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Email: \_\_\_\_\_



Diligently Serving You

SCHEDULE "O"

EXHIBIT IV

(CONTRACTOR'S ORIGINAL LETTERHEAD)

Date \_\_\_\_\_

Invoice No. \_\_\_\_\_

MANAGER  
Comptroller's Department  
Saudi Electricity Company

Kingdom of Saudi Arabia

Attention: Section Head  
FAD/Accounts Payable Section

PERSONNEL COMPENSATION CERTIFICATE

This certifies that the salary, including all benefits and compensation due as applicable, have been fully paid to the all personnel engaged in the WORK under this Contract through and including the month of

(Month / Year) \_\_\_\_\_

This certification is being issued in accordance with Paragraph No. 5.5 of Schedule "C" of Contract No.

CERTIFIED TRUE AND CORRECT:

Signature \_\_\_\_\_  
Name in print \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(CONTRACTOR'S SEAL / STAMP)

*EXHIBIT IV, SCHEDULE "e"*

|                       |  |
|-----------------------|--|
| Relationship          |  |
| Wife / Son / Daughter |  |
| Nationality:          |  |
| Relationship          |  |
| Wife / Son / Daughter |  |
| Nationality:          |  |

Required  
Documents:

NO

NO



