

CONTRACT

أهم العقود

Our Contract

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LETTER OF PROJECT HAND-OVER.

Owner: WHITE ROCKS MINING.
Consultant: IMPACT CONSULTING ENGINEERS.
Contractor: AL TAMAYZ GROUP EST.
Project: Completion of works for Wet & Dry Plants foundation, retaining structures and ancillary facilities for WHITE ROCKS MINING CO., SPARK, KSA.

With reference to the subject & pertaining to the project executed according to the contract REF NO, SC-OP- 23-038, between the owner (WHITE ROCKS MINING) & the contractor (AL TAMAYZ GROUP.) for the construction of subject facility, the contractor for the above noted project does hereby certify to the owner that all the works in the project covered by the contract & change orders have been completed to the best level of workmanship & material and that it will comply all the requirements of the drawings, specifications & the contract documents governing the work.

The contractor would hereby like to request the esteemed client (WHITE ROCKS MINING) to kindly do the needful in order to settle the last progress payment due at the end of the project and the amount due as a result of variation orders which are under review and once finalized by the consultants and the client the sum that remains to be paid for the variation order shall be invoiced for settlement.

We thank you for the opportunity and trust that your good office placed on our organization to undertake the project and we hope to work with your esteemed organization in your upcoming projects and forge a successful business relationship which shall be mutually beneficial for all the parties involved.

Dated: 01.08.2024.

CLIENT PROJECT MANAGER.

Name: FAISAL BAHRAWI.

Designation: CLIENT – PROJECT MANAGER.

Signature:

Faisal
13-Aug-24



Purchase Order

Purchase order number : 2023000042
Purchase order revision : 0
Internal reference :
Approval Date : 22-May-23
OSCS RFQ Ref : 2023000013

Sold to :

Oilfields Supply Company Saudi
PO BOX 161, Level 21
Khobar Gate Tower,
King Fahad Road, City : Al Khobar,
Postal Code - 31952, KSA - Kingdom Of Saudi Arabia

Supplier :

Al Tamayz First Construction Est.
King Abdullah Road
P.O. Box 36341, Zip 14884, Hasa
Kingdom of Saudi Arabia

Order Contact : Asra Saeed**Phone** :**Fax** : +966 13 803 4411**Email** : asaeed@oscsaudi.com**Supplier Contact** : Yaqoub Youssef Al-Brahim**Phone** : 0557784474**Fax** :**Email** : Groupy2014@hotmail.com**Ship to :****Send Invoice To :**

Oilfields Supply Company Saudi
Mekkah Street Cross 63rd and 76th, 2nd Industrial City,
State: Eastern Province, Postal Code - 34326
City: Dammam, KSA - Kingdom Of Saudi Arabia

Shipping Contact : Mohammed Salman Khan**Phone** : +966 56 95 41911**Fax** :**Email** : mkhan@oscsaudi.com**Payment Contact** :**Phone** : +966 13 803 4400**Fax** :**Email** : accounts.payable-OSC@oscsaudi.com

Payment Terms : 35% First Payment- on signing the contract, 35% second Payment- Painting, Ceramic, and breaking,
30% Third Payment -Replace, Traffic, suppliers, renewal, install, supply

Item	Description	QTY	UOM	Unit Price (SAR)	VAT	Net Price (SAR)	Delivery Date
1	35% First Payment- on signing the contract	1.0	EA	79590.00	11938.50	91528.50	17-May-2023
2	35% second Payment- Painting, Ceramic, and breaking.	1.0	EA	79590.00	11938.50	91528.50	17-May-2023
3	30% Third Payment -Replace, Traffic, suppliers, renewal, install, supply	1.0	EA	68220.00	10233.00	78453.00	17-May-2023

Total Purchase Order Value (SAR)

261,510.00

Amount In Words : SAR Two Hundred Sixty One Thousand Five Hundred Ten Only**Notes** : Extra required for facility renovation at 2ic.



Approval Date :

Promised Delivery Date : Adherence to the contractual delivery date is mandatory and every effort should be made to improve the delivery

Computer Generated Document Does not require signature



Approval Date :

PO TERMS AND CONDITIONS

BINDING CONTRACT

This purchase order will become a binding contract when accepted by supplier through written acknowledgment or any action by supplier in relation to this purchase order. Any modification to the terms and conditions of this purchase order must be communicated in writing and acknowledged by authorized representatives from each party. If the purchase order is blank or un-priced, seller shall advise the buyer and this order change shall be subject to Oilfields Supply Company Saudi written approval. Supplier acceptance of this order constitutes the full and complete contract of the parties. This electronically generated copy does not require any physical signature or stamp. This electronic purchase order format is the only acceptable format for Oilfields Supply Company Saudi. Any other purchase order format will be considered void and will not be honored, if this purchase order does not contain the electronic approval signature please reject.

DELIVERY

Supplier shall immediately notify Oilfields Supply Company Saudi in the event that the supplier's timely performance under this purchase order is delayed or likely to be delayed, in whole or in part. Supplier shall also provide Oilfields Supply Company Saudi with all the information regarding the reasons for such delay. Such notice shall not constitute a waiver by Oilfields Supply Company Saudi of any of the supplier's obligations under the purchase order. If the delivery of the product/service is not completed by the agreed time, and as per the agreed scope of supply/service mentioned in the purchase order, Oilfields Supply Company Saudi reserves the right, without liability and in addition to its other rights and remedies to: (I) terminate the purchase order by written notice effective when received by supplier as to stated goods not yet shipped or services not yet rendered; (II) purchase substitute goods or services elsewhere and charge supplier with any difference between the cost of the goods or services as set forth in the purchase order and the cost of obtaining the substitute goods or services; and (III) to expedite shipments at the sole cost and expense of supplier. Supplier shall not deliver any work in advance of the requested ship date without Oilfields Supply Company Saudi's written permission.

Oilfields Supply Company Saudi reserves the right to reject and return and goods/services at supplier's expense which have been delivered to Oilfields Supply Company Saudi more than seven (7) days prior to the communicated requested ship by date. Notwithstanding Oilfields Supply Company Saudi's failure to reject and/or return goods delivered more than seven (7) days prior to the delivery date, title to such goods shall remain with supplier until the seventh day prior to the delivery date. Products and/or services delivered by the supplier shall be received subject to Oilfields Supply Company Saudi's inspection and approval within 7 days after delivery. Payment shall not constitute acceptance. If specifications or requirements are not met material or parts may be returned at Supplier's expense.

INVOICING & PAYMENT

Invoicing : Documents to be attached with invoices for payment prior to acceptance by Oilfields Supply Company Saudi authorized 3rd party invoice recipients:

- Original invoice : Invoice price should agree with Oilfields Supply Company Saudi purchase order and should include Oilfields Supply Company Saudi purchase order reference number
- Original delivery note:

If delivered directly to the warehouse; delivery note to be signed & stamped by the authorized warehouse person and should include Oilfields Supply Company Saudi purchase order reference number and the ORION system receipt number.

If not delivered to the warehouse; delivery note to be signed by end user (recipient or product/service) and stamped by the warehouse authorized person with the ORION system receipt number mentioned. This includes service provider job-request forms/work orders.

Oilfields Supply Company Saudi will make payments according to the payment terms set out on the purchase order, after receipt of an undisputed invoice for completed work. Supplier shall submit invoices only after the work is completed, unless both parties agree in writing to different payment terms. Oilfields Supply Company Saudi will not receive an invoice more than 90 days after performance of the work and will not be liable for payment for any service or work that is the subject of a late invoice. Any deviation from the above will delay invoice payments. Supplier warrants that prices shown on this purchase order shall be complete, and no additional charges of any type shall be added without Oilfields Supply Company Saudi express written consent. Such additional

Payment:

PACKING AND SHIPPING If Oilfields Supply Company Saudi detailed shipping instructions are attached with this purchase order, they are to be followed as described. Any deviation from the shipping instructions not expressly approved by Oilfields Supply Company Saudi and resulting in any fines and/or additional costs shall be borne by the supplier. Supplier shall assure that that all Shipments made to Oilfields Supply Company Saudi contain the number of this purchase order on all of the physical packages (Containers, Boxes, etc.). If the packing list is not provided by the supplier, then the supplier shall accept Oilfields Supply Company Saudi's count as final and conclusive for any shipment. Supplier shall not prepare or send partial shipments or differ from the instructions of this purchase order without Oilfields Supply Company Saudi's prior written consent.

Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

WARRANTY

Supplier warrants that all work shall comply with the terms and conditions of this purchase order and conform to the specifications provided by Oilfields Supply Company Saudi. All goods/services constituting part of the purchase order shall be of acceptable quality, defect-free, free of encumbrances of any kind; and suited for Oilfields Supply Company Saudi's purposes. Supplier must provide all guarantees applicable to any portion of the purchase order furnished to supplier by a manufacturer. If Supplier utilizes 3rd party contractors in performance of the purchase order, the subcontractors must provide similar warranties. Notwithstanding any other Oilfields Supply Company Saudi remedies stated herein, supplier agrees to immediately replace any works/goods not in compliance with this purchase order agreement at no cost to Oilfields Supply Company Saudi. All of the above warranties will subsist termination or expiration of this purchase order or acceptance of any other work by Oilfields Supply Company Saudi.

CONFIDENTIALITY The Supplier shall treat all information provided by Oilfields Supply Company Saudi as confidential and shall not disclose or use for any purpose other than performance under such Purchase Order without express written permission of Oilfields Supply Company Saudi. Information includes, but is not limited to drawings, parts, specifications, equipment, tools, instructions or other documents.

COMPLIANCE

We take our policies on our Code of Conduct and anti-bribery and anti-corruption seriously. To safeguard our reputation and interest, this purchase order is subject to the receiver accepting the following terms on compliance:

Upon reasonable notice by Oilfields Supply Company Saudi to supplier, and not more than once annually (unless prior violations have been discovered), during the term of this agreement and 1 year thereafter, Oilfields Supply Company Saudi, its outside auditors, Oilfields Supply Company Saudi's clients and Oilfields Supply Company Saudi's clients' outside auditors may audit relevant records at supplier's location during normal business hours to enable Oilfields Supply Company Saudi and Oilfields Supply Company Saudi's clients to ensure supplier's compliance with this agreement. Supplier agrees to respond in reasonable detail to any request from Oilfields Supply Company Saudi, its outside auditors, or its counsel regarding any of the issues raised during such audit, including allowing inspection of its books and records by Oilfields Supply Company Saudi or any person it designates. Acceptance of this purchase order and the delivery of goods and/or services on the basis of this purchase order will mean that the vendor has accepted the terms above.

WITHHOLDING TAX

Any incurred Withholding Tax charges are to be borne by the supplier.

TERMINATION

Oilfields Supply Company Saudi reserves the right to terminate any purchase order, in whole or in part, at any time upon giving five (7) days written notice to supplier. Supplier shall immediately stop all work hereunder, and shall immediately instruct any of its suppliers or subcontractors to cease such work. The supplier shall be paid a reasonable termination charge, consisting of a percentage of the price reflecting the percentage of work performed prior to the notice of termination. The Supplier shall not be paid for any work done after receipt of the notice of termination, not for any cost incurred by subcontractors which supplier could reasonably have avoided.

COVID-19 Vigilance:

In line with governmental measures undertaken to limit the spread of the COVID-19 virus, suppliers visiting OSC Saudi Facilities must adhere to the following:

- Present up to date TAWAKALNA App status or a web based printed version of the same in order to be granted entry to the premises.
- Visitors must be compliant to any current and future Ministry of Health regulations pertaining to COVID-19 regulatory measures.



Commercial Quotation:

Quotation number: 1
Quotation date: 21/03/2023
Fax No: 966135363899

The address: Al-Ahsa
City and postal code: 36341
Contact No: 0533800609

❖ Customer:

Company details		Customer details	
Name	Altamays Group	Name	Dillfields Supply Company Saudi
Tax ID	300569378200003	Tax ID	310297986600003
Address	Hasa, King Abdullah Road	Address	Dammam second industry

❖ Paint the work completely from inside:

Work	UOM	Qty	price
Painting the welding shop	300m2	-	6,000
Paintin the Remer service shop	420m2	-	8,500
Painting machine shop	325m2	-	6,500
Painting office shop.	650m	-	11,200
Painting new workshop	360m2	1	7,200
Paint and plaster the new workshop (closed)			15,000

❖ Ceramics works:

Work	UOM	Qty	price
Bathrooms Ceramic for walls and floors at new canteen.	132	-	17,000
Milling shop bathroom (walls and the floors).	90m2	-	15,000
Admin bathroom (walls and the floors).	90m2	-	15,000
Tubular shop bathroom (walls and the floors).	90m2	-	15,000

المملكة العربية السعودية

الأحساء - المشرف

س. ت. ٣١٩٠٠ ٢٢٥٢

جوال: ٥٥٧٧٨٤١٧٤

تليفون: ١٢٥٨٨٦٦٦٧

ص.ب. ٦٨٥٥ الرمز البريدي ٣١٩٨٢

❖ Breaking the Bricks:

Work	UOM	Qty	price
Leveling work area	-	-	5,000
Breaking bricks	10 m3	-	5,000
Breaking the column	-	11	5,000
Unlock the Shinko	-	-	15,000
Cleaning the residues of the breaking bricks and column	-	-	3,000
Closing the exited gate	-	-	2,000

❖ Replace broken doors:

Doors				
S.NO	Discretion	Unit	Q	
	Supply and installation of new doors	ea	١٣	15000

❖ Replace the damaged ceiling tiles:

Ceiling tiles				
S.NO	Discretion	Unit	Q	
1	Supply of new tiles	ea	٣٠٠٠	9000

❖ Traffic and instructions signs for trucks, suppliers, and facility buildings:

Traffic and instructions signs				
S.NO	Discretion	Unit	Q	
1	Supply and installation signs	ea	١٢	7000

❖ Renewal the necessary furniture:

Furniture				
S.NO	Discretion	Unit	Q	
1	Supply of new furniture for the canteen, office and changing room	Set	١	15000

المملكة العربية السعودية

الأحساء - المشرفية

س. ت. ٣١٩ ٠ ٢٢٥٢٠٣١٩

د. وال: ٠٥٥٧٧٨٤٤٧٤

تليفون: ٠١٣٥٨٨٦٦٦٧

ص.ب ٦٨٥٥!الرمز البريدي ٣١٩٨٢



❖ Install and supply Security cameras:

Security cameras				
S.NO	Discretion	Unit	Q	
1	Supply and installation of new cameras	ea	15	25000

❖ Supply high thickness rubber mats for heavy equipment to protect the ground:

Rubber mats				
S.NO	Discretion	Unit	Q	
1	Supply for the high thickness rubber mats	Meter	50	5000

Net Total	227,400
VAT	34,110
Grand Total	261,510

Payments

First payment on signing the contract is 35%

Second payment 35% for Paint, Ceramic, Breaking

Third payment 30% for Replace, Traffic, suppliers, Renewal, Install, Supply



المملكة العربية السعودية
الأحساء - المشرفة
س.ت ٢٢٥٢٠٣١٩٠٠
جوال: ٥٥٧٧٨٤٤٧٤
تليفون: ٠١٣٥٨٨٦٦٦٧
ص.ب ٦٨٥٥ الرمز البريدي ٣١٩٨٢

Services Contract

between

White Rocks Mining

and

Al Tamayz Group



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This contract and all its appendices (herein referred to as (the **"Contract"**) is entered by and between:

1) White Rocks Mining a limited liability company incorporated pursuant to the laws of Saudi Arabia and registered in Dammam under Commercial Registration number 2050168871 dated 16/08/1444 H, having its head office address at 8217 Salman Al Farisi, 3677 Al Khalidiyah Al Janubiyah, Post Code 32221, Dammam, Kingdom of Saudi Arabia, (hereinafter referred to as the **"First Party"**).

2) Al Tamayz Group Est, incorporated pursuant to the laws of Saudi Arabia and registered in Al Ahsaa under Commercial Registration number 2252031900 dated 16/11/1425 H, having its head office address at 6369 Al Bustan Dist. Post Code 36342, Al Mubarraz, Kingdom of Saudi Arabia, (hereinafter referred to as the **"Second Party"**).

The First Party and Second Party hereinafter referred to as the "Parties".

PREAMBLE:

- A. Whereas the Second Party has the experience in civil works services;
- B. Whereas the First Party desires to retain certain services as described in Appendix (1) (Services);

Now therefore the Parties hereto, having due capacity and authority, agree as follows:

1) Definitions

Unless the context otherwise requires, the following terms have the following meanings:

"Affiliate" means, in relation to a body corporate or partnership, any subsidiary or holding entity of such body corporate or partnership, and any subsidiary of any such holding company, in each case from time to time.

"Applicable Law" has the meaning given in Article (24).

"Business Day" means the official business days of the First Party.

"Contract" means this contract and documents referred to in Article (2).

"Effective Date" means the starting date for providing the Services as set out in Article (6).

"Fees" has the meaning given in Article (5).

"Force Majeure" has the meaning given in Article (17).

"Services" has the meaning given in preamble (B).



"Team Members" has the meaning given in Article (4).

"The First Party's Intellectual Property Rights" has the meaning given in Article (13).

"Services Intellectual Property Rights" has the meaning given in Article (13).

"Completion Time" has the meaning given in Article (11)

2) Contract Documents

The recitals set forth above and the following documents attached hereto are intended to be, and shall be construed as, an integral part of this Contract:

Appendix No. (1) Services.

Appendix No. (2) Team Members.

Appendix No. (3) Fees.

In case of any contradiction between the terms of this Contract and any of its appendices, the terms of the Contract shall prevail.

3) Services

- a. The Second Party shall provide the Services as set out in Appendix No. (1) (Services).
- b. The Second Party represents to the First Party that it has the required professional skills, personnel, and technical resources to provide the Services.
- c. The Second Party shall ensure full and proper performance of the Services and guarantee their quality, validity, and suitability for the intended purpose. In case of any fault or failure in the performance of the Services as compared to the scope of Services, the Second Party shall within ten (10) Business Days from the date of the First Party's notice of such fault or failure, with no additional cost to the First Party, rectify, modify, or re-implement the Services. Otherwise, the First Party will have the right to have the Services rectified, modified, or re-implemented on the Second Party's account. In this case, the First Party has the right to deduct such amounts from any dues of the Second Party resulting from this Contract or any other contract the Second Party has with the First Party.
- d. The First Party may, at any time, during the period of the Contract, review the Services and its conformity to what is provided by the Second Party in its reports or invoices, and First Party may also conduct such review, if necessary, at the Second Party's premises after giving the Second Party three (3) Business Days prior written notice. Such review right shall include access to any documents related to the performance of the Services.

e. The Second Party shall adhere to all laws, regulations and resolutions

DA



issued by the competent authorities, with respect to the performance of the Services. The Second Party shall bear all fees and expenses determined by such authorities, and any penalties, whatsoever, arising from violation of such laws, regulations, and decisions.

4) Team Members

- a. The Second Party undertakes to dedicate a team of its employees having the experience and expertise to deliver the Services to the First Party whose names, titles, qualifications and requirements are described in Appendix No. (2) (Team Members).
- b. The Second Party shall not, except in case of annual or sick leaves, change any of its Team Members without the prior written consent of First Party. The Second Party has to seek such consent in writing ten (10) Business Days before the date of such required change.
- c. In case of resignation or absence of any Team Member for any reason, the Second Party shall notify the First Party of such resignation or absence within three (3) Business Days.
- d. The First Party may request the replacement of a Team Member by written notice to the Second Party, and the Second Party shall appoint a substitute acceptable to the First Party within three (3) Business Days from the notice date, without prejudice to the First Party's right to subsequently evaluate the performance of any substitute Team Member and whether to accept or reject such substitute.
- e. The Second Party shall perform the Services and carry out its obligations under this Contract with all due care and efficiency in accordance with the applicable professional standards and practices, observe sound management practices, employ appropriate advanced technology.

5) Fees and Payment

- a. In consideration of the Services provided by the Second Party, the First Party shall pay the fees set out in Appendix No. (3) (Fees).
- b. Payments due to the Second Party shall be made against invoices delivered to the First Party as outlined in Appendix No. (3) (Fees). The First Party shall settle the invoice within thirty (30) Days from the First Party's acceptance of the relevant Services and supporting documents.
- c. The Second Party acknowledged that it shall not claim any additional fees or amounts (not included in this Contract) without the prior written approval of the authorized representative of the First Party.



6) Term

- This Contract shall commence from 07 November 2023 ("Effective Date") and shall expire on 13 February 2024 unless terminated earlier pursuant to Article (7).
- The First Party shall have the right to extend the Term of the Contract for an additional three (3) months at the same fee, unit rates, terms and conditions upon the giving of three (3) Business days written notice to the Second Party prior to the expiration of the Term of the Contract.

7) Termination and Withdrawal of Work

- a. The First Party may terminate the Contract at any time for cause or without cause pursuant to a three (3) Business Days prior written notice of termination to the Second Party. In the event of termination, the First Party shall pay the Second Party its Fees which have been incurred and approved by the First Party up until such termination date.
- b. The First Party has the right to withdraw the work from the Second Party and complete the remaining Services on the Second Party's account in any of the following cases:
 - i. If the Second Party has not performed the Services as per its contractual obligations, the First Party's requirements and instructions, or is delayed in its execution of the Services in manner where it is not expected to complete them in the prescribed time, provided that a five (5) Business Days prior written warning of termination is sent to the Second Party.
 - ii. If it is proven that the Second Party, either by itself or through others, directly or indirectly, paid any money or provided any benefit or promised to do so, in order to enter into this Contract. This does not abrogate the Second Party from any criminal liability in respect of such actions. Upon the occurrence of such a case, the First Party also shall have the right to terminate any other agreements entered into with the Second Party.
 - iii. If the Second Party failed to perform any its obligations under this Contract, abandons it, assigns or sub-contracts wholly or partly without the First Party's prior written consent.
 - iv. If the Second Party is declared bankrupt or insolvent, requests declaration of bankruptcy or insolvency, is put under receivership, dissolved or liquidated.



8) Tax

The Second Party shall be liable for such taxes, fees and other impositions as may be levied under Applicable Law, the amount of which is deemed to have been included in the Fees. The Second Party acknowledges that under Applicable Law, the First Party's obligation to pay amounts due to the Second Party under this Contract is conditional on submission of a valid certificate from the General Authority of Zakat and Tax proving settlement by the Second Party of all of its Zakat and tax obligations in the Kingdom of Saudi Arabia. For the avoidance of doubt, if the value added tax ("VAT") is required by Applicable Law, the Fees contained in this Contract shall be exclusive of such VAT, which will be added separately in each invoice.

9) Conflict of Interest

Neither the Second Party nor its Team Members nor its Affiliates (or any of its subcontractors) shall engage, either directly or indirectly, in any business or professional activities which conflict or would raise conflict of interest with the activities assigned to them under this Contract.

10) Subcontracting

- a. The Second Party shall not subcontract all or any part of the Services without the First Party's prior written consent. Such written consent shall not exempt the Second Party from its liabilities or obligations under the Contract and the Second Party shall remain liable for all actions, default or negligence of the subcontractor, its agents or employees as if they were the actions, default or negligence of the Second Party.
- b. The Second Party shall ensure that its contracts with subcontractors include the obligations in this Contract.

11) Liability and Indemnity

- a. The Second Party shall be fully responsible for performing its obligations stated in the Contract within the agreed upon phases, specifications, and periods and with the standard and quality required by the First Party.
- b. Without prejudice to First Party's right to terminate the Contract, in the event of a default, negligence or impediment to the progress of work and performance of Services by the Second Party or any of its Team Members which the Second Party could have avoided by taking the necessary precautions, and such default, negligence or impediment causes any kind of damage to, or increase to the expected expenses of, the First Party then the Second Party shall be fully and unlimitedly liable for any resulting material or moral damages or consequences. If the contribution of the Second Party or its Team Members to the default, negligence or impediment was deemed partial, at the discretion of the First Party, then the Second Party liability shall be partial and proportional to its contribution to such default, negligence or impediment.



- c. In the event that the Second Party becomes in delay for delivering the Service on the agreed upon due date(s) "**Completion Time**", the First Party has the right to impose a delay fine on the Second Party for each day of delay to be calculated on the basis of dividing the total value of the Contract by the total number of days during which the Services must be provided and deduct the amounts corresponding to the delayed days, however such delay fine shall not exceed (15%) of the total value of this Contract. In addition to the delay fine, the First Party shall be freely entitled to exercise all of its remedies and rights provided under this Contract. In this case, the First Party has the right to deduct such fine from any dues of the Second Party resulting from this Contract or any other contract the Second Party has with the First Party.
- d. If the First Party exercises his right mentioned in Section (c) above, the delay fine shall become due without need to serve any notice, file any legal action or prove any damage or losses, provided that the delay is not caused by an action attributed to the First Party.
- e. The Second Party acknowledges that upon the occurrence of any delay to executing this Contract caused by it, the First Party shall have the right to suspend any payments whether related to this Contract or any other agreements with the Second Party.

12) **Confidentiality**

- a. The Second Party undertakes to treat as secret and confidential and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit use of any information obtained under the Contract for any purpose other than the performance of the Services. If, for the purpose of performing the Services, it is required to disclose such information or any part thereof, the Second Party shall obtain the prior written consent from the First Party and acknowledges that it will be fully liable for any breach of the confidentiality, without prejudice to First Party's right of recourse, if it is in the First Party's interest.
- b. The provisions of this Article shall be applied to all Team Members of the Second Party, its subcontractors and Affiliates. The Second Party shall, after receiving the First Party's prior written consent to share information with third parties, impose similar obligations on the receiving parties in order to ensure maintaining the confidentiality of information prior to disclosing any information related to the Contract.
- c. These obligations will not apply to information which the Second Party as the recipient can demonstrate: (i) is or becomes legally available to the public; (ii) is legally known to, or legally in the position of, the Second Party prior to the date hereof, (iii) is legally obtained from a third party who owes no obligation of confidence in respect of it; (iv) is or has been independently developed by the Second Party without use or reference to any confidential information or breach of this Contract.



- d. As an exception to the above, the Second Party may disclose confidential information to the extent that is requested pursuant to, or required by, Applicable Law, regulation or order of any court or other governmental, regulatory or supervisory body; provided, however, that prior to any such compelled disclosure, the Second Party shall give the First Party reasonable advance written notice to allow the First Party to object to such use or disclosure of confidential information. In all cases the disclosure of confidential information must be limited only by the requirement of the relevant authorities.
- e. The Second Party undertakes to return all the First Party's documents and any relevant property which may be in its possession or under its control, upon accomplishment of the Services or termination of the Contract. The Second Party may not retain a copy of such documents.
- f. The Second Party shall not refer to the First Party, the Services or the Contract in any announcement, statement, disclosure or proposal before obtaining the prior written consent of the First Party. The Second Party is also prohibited from referring to the First Party for any promotional or advertising purpose before obtaining the prior written consent of the First Party.

13) **Intellectual Property Rights**

- a. The parties foresee that the Second Party or Team Members may make, conceive, develop and/or create Intellectual Property in the course of providing the Services.
- b. In this Article:
 - i. Intellectual Property Right means an invention, utility model, trademark, service mark, business name, work which is subject matter of copyright or related rights, industrial design, patent, know-how, trade secret and any other intellectual property right of any nature whatsoever throughout the world (whether registered or unregistered and including all applications and rights to apply for the same) which:
 - 1. relates to or is useful in connection with the business or service of the First Party ("**The First Party's Intellectual Property Rights**");
 - or
 - 2. is invented, developed, created or acquired by the Second Party or the Team Members (whether alone or jointly with any other person) specifically and exclusively for the First Party in the course of providing the Services during the course of this Contract ("**Services Intellectual Property Rights**");
 - ii. **Services IP Materials** means any documents (whether in electronic, paper or other form) constituting or relating to any Services Intellectual Property Right.
- c. The Second Party hereby agrees and shall procure that each Team Member agrees that based on the type of subject matter, all available intellectual



property rights in any Services Intellectual Property Rights, unless otherwise inalienable, would be exclusively owned by the First Party which arise in the course of performing the Services.

- d. The Second Party agrees and shall procure that each Team Member agrees to sign all documents and do all other acts which the First Party requests (at its expense) to enable the First Party to enjoy the full benefits of this Article.
- e. The Second Party and Team Members may only use the First Party's Intellectual Property Rights and Services IP Materials to perform their obligations under this Contract, and shall not disclose any of the First Party's Intellectual Property Rights or Services IP Materials to any third party without the prior written consent of the First Party.
- f. The Second Party further agrees that it will not claim ownership rights to the work which is subject matter of copyright, or any derivative, compilation, sequel or series, or related work either created by Second Party or by the First Party.
- g. The Second Party shall and shall procure that each Team Member shall immediately transfer to the First Party all Services IP Materials in their possession or under their control when this Contract expires or terminates for any reason, or at any time when the First Party requests transfer. No copies or other record of any Services IP Materials may be retained by the Second Party except with the prior written consent of the First Party.

14) Second Party's Representations and Undertakings

The Second Party acknowledges and undertakes the following:

- a. It has been duly incorporated pursuant to the laws of the Kingdom of Saudi Arabia, and has submitted a valid copy of the relevant documents to the First Party.
- b. It has the full right, authority and capacity to enter into this Contract and full the obligations thereunder and that the Contract is legal, enforceable and binding in accordance with its terms.
- c. It is in compliance with the Applicable Law and all relevant laws and procedures necessary to maintain all licenses, permits and certificates required to provide the Services pursuant to this Contract, and it has submitted a valid copy of the relevant documents to the First Party.
- d. Its license has never been suspended or cancelled.
- e. It has never been subject to sanctions, penalties or fines.
- f. The Team Members (as well as employees of its approved subcontractor by the First Party) shall continue to be employed by the Second Party's (or it's subcontractor as the case may be) and under its sponsorship (or the sponsorship of its subcontractors) in the case of non-Saudi employees. The Second Party shall be responsible for obtaining all permits, licenses and any other documents that may be required to enable its Team Members to



perform the Services in a manner that will not delay, impede or affect First Party's interests.

15) **Second Party's Representations and Undertakings**

The obligations of the Second Party under this Contract are direct obligations, and it shall not, without the prior written consent of First Party, assign or transfer any of its rights or obligations thereunder to any other party.

16) **Waiver of Rights**

Failure by a Party to assert its rights under this Contract shall not be deemed a waiver of such rights, nor shall any waiver be implied from any act or omission. No waiver by a Party with respect to any right shall extend to any subsequent breach of the terms hereof unless such waiver explicitly provides otherwise.

17) **Force Majeure**

The failure of a party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from any event that is unpredictable and outside of the reasonable control of a party and which affects such Party's performance of its obligations under this Contract, including, without limitation, fire, floods, accidents, declared and undeclared war and military operations, economic sanctions, regulatory requirements and instructions and administrative and judicial orders in the Kingdom of Saudi Arabia ("**Force Majeure**"), provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and has informed the other party as soon as possible about the occurrence of such an event.

18) **Modifications**

This Contract can only be modified by written agreement between the Parties.

19) **Notices**

Any notice, request, approval or other communication required under this Contract must be in writing and must be delivered by hand, registered mail or internationally recognized air courier service, or e-mail to the designated person of the relevant Party at the respective address below:

a. The First Party:

The attention of:

Name: Faisal Bahrawi

Telephone: 0540004497

E-mail: fbahrawi@wrm.sa

b. The Second Party:

The attention of:

Name: Yaqub Albrahim

Telephone: 0557784474

E-mail: groupy2014@hotmail.com



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Any such notice, request or other communication shall be deemed to have been delivered (a) when delivered, if delivered by hand against a confirmation of delivery, (b) three Business Days after it is deposited with the registered mail service provider or internationally recognized air courier service, (c) the day of sending, if by e-mail prior to 3:00 p.m. (Riyadh time) on any Business Day or the next Business Day if sent by e-mail after 3:00 p.m. (Riyadh time) on any Business Day or on any day other than a Business Day.



Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the First Party or the Second Party may be taken or executed by the authorized representatives specified below or any person thereunto authorized in writing by such representatives.

The authorized representatives are:

For the First Party: Faisal Bahrawi

For the Second Party: Yaqub Albrahim

20) Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. The appendices to the Contract are stated in the English language which shall be the controlling language thereof.

21) Comprehensiveness of the Contract

This Contract sets out all the terms, conditions and undertakings agreed between the Parties and supersedes and replaces any prior agreements or understanding relating to the subject matter of the Contract. No agent or representative of any Party shall have the right to make any statements, undertakings, representations, promises, assurances or arrangements not expressly reflected in this Contract and neither Party shall be liable or responsible for any such statements, undertakings, representations, promises, assurances and arrangements.

22) Survival Articles

The rights and obligations set forth under Article 12 (Confidentiality) and Article 13 (Intellectual Property Rights) shall survive the expiry or termination of the Contract for whatsoever reason.

23) Applicable Law and Settlement of Disputes

The Contract shall be subject to, construed and implemented according to the laws, regulations, instructions, decrees and any other instruments having the force in the Kingdom of Saudi Arabia (the "Applicable Law"). In the event of any dispute or controversy arising between the First Party and the Second Party in this respect which cannot be settled amicably, the matter in dispute shall be referred for final settlement to the competent Saudi court in the Kingdom of Saudi Arabia.

24) Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed, when signed, an original, but all of which shall constitute one and the same instrument.



25) **Signature**

In witness hereof, the Parties executed this Contract in 2 original copies and hereby each party certifies that it has obtained an original copy.

The First Party

Signature: _____

The Second Party

Signature: _____



Appendix No. (1) Services

The Second Party shall deliver the following Services to the First Party in accordance with the timeline, description and methodology set out below:

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY
	PART 1 – Wet Plant		
	DIV01 – Earthworks		
1.0	Excavation and common backfill.		
	Excavation work shall include the necessary clearing and preparation of the site; removal and disposal of all debris; excavation to required depth, providing adequate methods for vertical stability during work through sloping or otherwise, as well as the handling, storage, transportation, and disposal of all excavated material to designated dump locations. Item includes grade sloping away from slab wherever indicated on section drawings. Contractor shall make good any lateral over-excavation using common fill placed in layers of 200mm, each layer moistened and compacted to min 90% MDD.		
a.	For all concrete foundations (up to 1.5m depth)	m3	450
b.	For tailings pond and process water ponds (3m depth)	m3	2565
2	Structural fill		
	Supply and installation of A1 base course, including processing, loading, hauling, placing, and compacting of fill material. Compaction of structural fill in open areas shall utilize smooth drum rollers, and in confined areas by hand operated vibratory equipment or mechanical tampers. Material placed in fill areas shall be deposited to the grades shown on the drawings making due allowance for settlement of the material. Fill shall be placed in layers moistened and compacted to min 95% MDD. Lift thickness shall not exceed 200mm for open areas and 100mm for confined areas.		
a.	For all concrete foundations and ponds	m3	260
3	Geotextile		



	Supply and installation of woven geotextile fabric for pond bases. Where overlapping is required, adjacent sheets shall be overlapped by a minimum of 300mm. Includes suitable means for securing the fabric with staples, pins, soil or otherwise, along the edges and at overlapping portions.		
a.	Under process water pond and tailings pond	m2	815
	DIV02 - CONCRETE WORKS		
1	Lean concrete		
	Supplying and casting in-place of plain concrete including thickenings as shown on drawings, including PE vapor barriers, formwork, transporting, casting and finishing as required by the specifications. The contractor shall be responsible for proper setting out of the works and for the correctness of the position, levels and dimensions of all parts of works		
a	Under wet plant pad	m3	45
b	Under process water pump foundation	m3	4
c	Under fuel tank foundation	m3	3
d	under generator pad	m3	3
e	Under tailings pond	m3	55
f	Under process water pond	m3	40
g	Under support pad for feeder, 136' and 100' stackers	m3	1.5
2	Reinforced concrete foundations		
	Supply and casting of in-place reinforced concrete foundations, 4000 psi using sulphate resistant cement type V, including formwork, reinforcing steel, curing and testing as required by the specifications. Includes installation of anchor bolts where applicable. Complete as shown on drawings.		
a	Wet plant pad	m3	135
b	Process water pump foundation Fuel tank foundation	m3	16
c	Fuel tank foundation	m3	17
d	generator pad	m3	8
e	Process water pond ground slab Tailings pond ground slab	m3	165
f	Tailings pond ground slab	m3	230
g	Support pads for feeder, 136' and 100' stackers	m3	7
3	Reinforced concrete walls		



	Supply and casting of in-place reinforced concrete walls, 4000 psi using sulphate resistant cement type V, including formwork, reinforcing steel, water stop installation, curing and testing as required by the specifications. Complete as shown on drawings. Includes treatment of snap-ties to reserve waterproofing qualities.		
a.	Process water pond walls Tailings pond walls	m3	63
b.	Tailings pond walls	m3	85
c.	Wet plant pad spill containment – 40-cm high	m3	7
d.	Fuel tank foundation spill containment – 20-cm high	m3	2
	DIV03 - Waterproofing and surface finishes		
1	Cementitious waterproofing		
	Supply and installation of an elastomeric cementitious waterproofing coating that cures to form and elastomeric impermeable membrane (Fosroc Nitocote CM210 or equivalent, as regards capability to withstand water pressures under cracking of substrate, and dynamic crack accommodation). Includes treating laitance in appropriate methods and applying thickness of 1mm coats, mixing, prewetting and application shall be done in accordance with manufacturers current datasheet.		
a.	For tailings pond	m2	695
b.	For process water pond	m2	505
c.	For spill containment walls	m2	65
2	Epoxy coating		
	Supply and installation of two coat epoxy resin floor coating (Fosroc Nitoflor FC150 or equivalent). Total dry film thickness of the coating 400 microns. Includes treating laitance in appropriate methods and applying one coat a suitable primer recommended by manufacturer. Coating shall be mixed and applied in accordance with the manufacturer's current data sheet.		
a.	For wet plant pad	m2	450
3	Bituminous paints		
	Supply and application of bituminous paint coat on all foundation and wall surfaces in contact with soil, with a maximum coverage of 6 m2/liter to maintain required thickness.	m2	550
	DIV04 - Miscellaneous		
1	Piping and wet pad drainage		



	Supply and installation of 6" galvanized steel floor drains, connected to 4" UPVC pipes, leading to a main 6" UPVC pipe connected to the tailings pond. All pipes shall be sloped appropriately. Complete with all required fittings. Provisions for this item shall be considered during excavation, backfill and pouring of wet pad concrete to be sloped appropriately.		
	4" UPVC pipes, with required fittings	L.M	50
	6" UPVC pipes, with required fittings	L.M	20
	60-cm wide steel bar grating for trench covers as show on details, includes 40*40*6 steel angles for support	LM	60
	4" HDPE pipes, with required fittings, connecting wet pad to process pumps	L.M	50
	4" HDPE pipes, formain water supply to wet plant	L.M	300
	6" HPDE pipes, with required fittings, connecting wet pad to process pumps	L.M	200
	12" UPVC pipes, with required fittings, connecting the two ponds.	L.M	25
	*subject to remeasurement based on actual site conditions.		
2	Chain-link fence		
	Supply and installation of chain-link fence with galvanized posts, post caps, 5x5 mesh fabric. Complete with all accessories required for installation. Provisions for post installation shall be made while preparing concrete walls.		
a.	For tailings pond, including 4-m gate	L.M	97
b.	For process water pond. Including 1-m man-door.	L.M	72
3	Removable spill containment		
	Supply and placement of 40-cm high lightweight concrete blocks, with hooks attached for ease of handling. Item includes sealing of block to pad joint using removable polyurethane spill berm, membrane, or otherwise suitable solutions.	L.M	19
4	Access Ladder		
	Supply and installation of FRP/GRP caged ladder for process water pond access, 2.5m high, includes any required provisions for installation	NOS	2



PART 2 – Dry Plant			
DIV01 – Earthworks			
1	Excavation and common backfill		
	Excavation work shall include the necessary clearing and preparation of the site; removal and disposal of all debris; excavation to required depth, providing adequate methods for vertical stability during work through sloping or otherwise, as well as the handling, storage, transportation, and disposal of all excavated material to designated dump locations. Item includes grade sloping away from slab wherever indicated on section drawings. Contractor shall make good any lateral over-excavation using common fill placed in layers of 200mm, each layer moistened and compacted to min 90% MDD.		
a.	For all concrete foundations (up to 1.5m depth)	m3	555
b.	Soft sand for underground LPG tank	m3	40
2	Structural fill		
	Supply and installation of A1 base course, including processing, loading, hauling, placing, and compacting of fill material. Compaction of structural fill in open areas shall utilize smooth drum rollers, and in confined areas by hand operated vibratory equipment or mechanical tampers. Material placed in fill areas shall be deposited to the grades shown on the drawings making due allowance for settlement of the material. Fill shall be placed in layers moistened and compacted to min 95% MDD. Lift thickness shall not exceed 200mm for open areas and 100mm for confined areas.		
a.	For all concrete foundations	m3	125
DIV02 - CONCRETE WORKS			
1	Lean concrete		
	Supplying and casting in-place of plain concrete including thickenings as shown on drawings, including PE vapor barriers, formwork, transporting, casting and finishing as required by the specifications. The contractor shall be responsible for proper setting out of the works and for the correctness of the position, levels and dimensions of all parts of works		
a	Under silo and tower foundations	m3	30
b	Under dryer pads	m3	1.5
c	Under cyclone pads	m3	2.5
d	Under fan pad	m3	1
e	Under screener base	m3	5
f	Under all pads for support legs (12)	m3	7
g	Under fuel tank foundation	m3	3
h	Under air compressor pads	m3	3

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i	Under weighbridge foundation	m3	10
j	Under LPG tank foundation	m3	25
k	Under sewage tank	m3	1.5
2	Reinforced concrete foundations		
	Supply and casting of in-place reinforced concrete foundations, 4000 psi using sulphate resistant cement type V, including formwork, reinforcing steel, curing and testing as required by the specifications. Includes installation of anchor bolts where applicable and steel members and/or grouting where indicated. Complete as shown on drawings.		
a	Silo and tower foundations Dryer pads	m3	360
b	Dryer pads	m3	7
c	Cyclone pad	m3	13
d	Fan pad	m3	2
e	Screenner base	m3	19
f	Support leg pads (12)	m3	34
g	Fuel tank foundation	m3	17
h	Air compressor pad	m3	6
i	Weighbridge foundations	m3	30
j	LPG tank foundation	m3	100
k	Sewage tank	m3	3
2.0b	Anchor Bolts		
	Supply and installation of L-type anchor bolts M20x400 + 75mm hook; for cyclone pad, dryer pads and silo foundation.	nos.	176
3	Reinforced concrete walls		
	Supply and casting of in-place reinforced concrete walls, 4000 psi using sulphate resistant cement type V, including formwork, reinforcing steel, water stop installation, curing and testing as required by the specifications. Complete as shown on drawings.		
a.	Underground LPG tank	m3	65
b.	Underground sewerage tank masonry unit walls	m2	30
	DIV03 - Waterproofing		
4	Bituminous paints		
	Supply and application of bituminous paint coat on all foundation and wall surfaces in contact with soil, with a maximum coverage of 6 m2/liter to maintain required thickness	m2	482
	DIV04 - Miscellaneous		



1	Protective Bollards		
	Supply and installation of 8" steel bollards, painted in yellow and black stripes and filled with concrete. Bollard shall be 1m high above ground and 1m below. Item includes 60x60x100cm concrete footing for each.		
	Around underground LPG tanks	Ea	30
	PART 3 – Facility Preparation		
1	Access road		
	Requirements for construction of 12-m wide gravel roads as shown on plans. Item includes moistening and compaction of subgrade including undertaking necessary earthworks to reach suitable design level. Earthworks consist of all necessary site clearing and grubbing, excavation, backfill and grading. In addition, supply and placing of 200mm sub-base layer , followed by 200mm A1A base course layer , includes processing, loading, hauling, placing, grading, and compacting of fill material. Compaction shall utilize smooth drum rollers. Material shall be deposited to the grades shown on the drawings making due allowance for settlement of the material. Fill shall be placed in layers of 200mm, moistened and compacted to min 95% MDD. Top layer includes application and compaction of 100mm cold milled asphalt . Item includes all related work such as the handling, storage, transportation, and disposal of unwanted byproducts to designated dump locations.		
a.	Sand cut	m3	16000
b.	Sand fill	m3	30625
c.	Subgrade layer -300mm marl	m3	8112
d.	Sub-base layer - 200mm	m3	5200
e.	Base coarse Layer - 200mm	m3	4992
f.	100mm cold milled asphalt (1575m*12m).	m2	15800
2	Grading and area preparation		
	Carrying out all required earthworks to reach design level for the specified area on the drawings. Earthworks consist of all necessary site clearing and grubbing, excavation and backfill, grading, as well as related work such as the handling, storage, transportation, and disposal of unwanted byproducts to designated dump locations.		
a.	For area specified on drawings:	m2	64000
3	Chain-link fence		



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	Supply, fabrication, and installation of Type V chain-link fence, 2.4m high, consisting of corner posts, two 4m bolted double leaf gates with all necessary materials to complete installation.	L.M	1300
4	MEP for Office Portacabins		
4.1	Plumbing works		
4.11	Water supply and drainage		
	Supply and installation of piping systems for water supply and drainage for offices. Item includes all fixtures and fittings required for connections.		
	2" CPVC pipes for basin and floor drain connections.	L.M	50
	4" CPVC pipes for connecting water closets drainage.	L.M	50
	6" CPVC pipes main drainage to sewerage tank	L.M	20
	2" PPR pipes for water supply from source	L.M	150
	¾" PPR pipes for branching water supply to washbasins	L.M	50
4.12	Sewerage Tank		
	Supply and installation of 24 cubic meter FRP septic tank. Item includes level float sensor, cast iron manhole covers, and connection to main drainage pipe.	ea.	1
4.2	Electrical Works		
	Supply and installation of 24-branch panel board including the following:		
	63A main breaker	ea.	1
	32A circuit breaker	ea.	6
	20A circuit breaker	ea.	18
	4x35mm2 cable + 10mm2 bare copper wire	LM	100

First Party mandates the Second Party complete the Services within the below timeframe.

Phase	Completion Time
Mobilization Completion	1 Week after signing agreement & receiving downpayment
Foundation Completion	3 Weeks after receiving payment against mobilization
Facility Preparation Completion	13 Weeks after receiving payment against mobilization
Site Handover & Demobilization	14 Weeks after receiving payment against mobilization
Total Project Duration	14 Weeks



Appendix No. (2) Team Members

(NOT USED)

Appendix No. (3) Fees

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	PRICE/ UNIT	TOTAL PRICE
	PART 1 – Wet Plant				
	DIV01 – Earthworks				
1.0	Excavation and common backfill.				
	Excavation work shall include the necessary clearing and preparation of the site; removal and disposal of all debris; excavation to required depth, providing adequate methods for vertical stability during work through sloping or otherwise, as well as the handling, storage, transportation, and disposal of all excavated material to designated dump locations. Item includes grade sloping away from slab wherever indicated on section drawings. Contractor shall make good any lateral over-excavation using common fill placed in layers of 200mm, each layer moistened and compacted to min 90% MDD.				
a.	For all concrete foundations (up to 1.5m depth)	m3	450	SAR 55.56	SAR 25,000.00
b.	For tailings pond and process water ponds (3m depth)	m3	2565	SAR 21.44	SAR 55,000.00
2	Structural fill				
	Supply and installation of A1 base course, including processing, loading, hauling, placing, and compacting of fill material. Compaction of structural fill in open areas shall utilize smooth drum rollers, and in confined areas by hand operated vibratory equipment or mechanical tampers. Material placed in fill areas shall be deposited to the grades shown on the drawings making due allowance for settlement of the material. Fill shall be placed in layers moistened and compacted to min 95% MDD. Lift thickness shall not exceed 200mm for open areas and 100mm for confined areas.				
a.	For all concrete foundations and ponds	m3	260	SAR 110.38	SAR 28,700.00
3	Geotextile				



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	Supply and installation of woven geotextile fabric for pond bases. Where overlapping is required, adjacent sheets shall be overlapped by a minimum of 300mm. Includes suitable means for securing the fabric with staples, pins, soil or otherwise, along the edges and at overlapping portions.				
a.	Under process water pond and tailings pond	m2	815	SAR 42.94	SAR 35,000.00
	DIV02 - CONCRETE WORKS				
1	Lean concrete				
	Supplying and casting in-place of plain concrete including thickenings as shown on drawings, including PE vapor barriers, formwork, transporting, casting and finishing as required by the specifications. The contractor shall be responsible for proper setting out of the works and for the correctness of the position, levels and dimensions of all parts of works				
a	Under wet plant pad	m3	45	SAR 522.22	SAR 23,500.00
b	Under process water pump foundation	m3	4	SAR 300.00	SAR 1,200.00
c	Under fuel tank foundation	m3	3	SAR 300.00	SAR 900.00
d	under generator pad	m3	3	SAR 420.00	SAR 1,260.00
e	Under tailings pond	m3	55	SAR 665.00	SAR 36,575.00
f	Under process water pond	m3	40	SAR 831.25	SAR 33,250.00
g	Under support pad for feeder, 136' and 100' stackers	m3	1.5	SAR 1,000.00	SAR 1,500.00
2	Reinforced concrete foundations				
	Supply and casting of in-place reinforced concrete foundations, 4000 psi using sulphate resistant cement type V, including formwork, reinforcing steel, curing and testing as required by the specifications. Includes installation of anchor bolts where applicable. Complete as shown on drawings.				
a	Wet plant pad	m3	135	SAR 1,409.16	SAR 190,236.6
b	Process water pump foundation Fuel tank foundation	m3	16	SAR 1,537.50	SAR 24,600.00
c	Fuel tank foundation	m3	17	SAR 1,526.47	SAR 25,950.00
d	generator pad	m3	8	SAR 1,600.00	SAR 12,800.00
e	Process water pond ground slab Tailings pond ground slab	m3	165	SAR 1,397.48	SAR 301,417.05
f	Tailings pond ground slab	m3	230	SAR 1,336.96	SAR 307,500.00
g	Support pads for feeder, 136' and 100' stackers	m3	7	SAR 778.57	SAR 5,450.00
3	Reinforced concrete walls				



	Supply and casting of in-place reinforced concrete walls, 4000 psi using sulphate resistant cement type V, including formwork, reinforcing steel, water stop installation, curing and testing as required by the specifications. Complete as shown on drawings. Includes treatment of snap-ties to reserve waterproofing qualities.				
a.	Process water pond walls Tailings pond walls	m3	63	SAR 1,492.06	SAR 94,000.00
b.	Tailings pond walls	m3	85	SAR 1,494.12	SAR 127,000.00
c.	Wet plant pad spill containment – 40-cm high	m3	7	SAR 1,500.00	SAR 10,500.00
d.	Fuel tank foundation spill containment – 20-cm high	m3	2	SAR 1,666.67	SAR 10,000.00
	DIV03 - Waterproofing and surface finishes				
1	Cementitious waterproofing				
	Supply and installation of an elastomeric cementitious waterproofing coating that cures to form and elastomeric impermeable membrane (Fosroc Nitocote CM210 or equivalent, as regards capability to withstand water pressures under cracking of substrate, and dynamic crack accommodation). Includes treating laitance in appropriate methods and applying thickness of 1mm coats, mixing, prewetting and application shall be done in accordance with manufacturers current datasheet.				
a.	For tailings pond	m2	695	SAR 50.36	SAR 35,000.00
b.	For process water pond	m2	505	SAR 54.85	SAR 27,700.00
c.	For spill containment walls	m2	65	SAR 123.08	SAR 8,000.00
2	Epoxy coating				
	Supply and installation of two coat epoxy resin floor coating (Fosroc Nitoflor FC150 or equivalent). Total dry film thickness of the coating 400 microns. Includes treating laitance in appropriate methods and applying one coat a suitable primer recommended by manufacturer. Coating shall be mixed and applied in accordance with the manufacturer's current data sheet.				
a.	For wet plant pad	m2	450	SAR 77.78	SAR 35,000.00
3	Bituminous paints				
	Supply and application of bituminous paint coat on all foundation and wall surfaces in contact with soil, with a maximum coverage of 6 m2/liter to maintain required thickness.	m2	550	SAR 50.91	SAR 28,000.00
	DIV04 - Miscellaneous				
1	Piping and wet pad drainage				



	Supply and installation of 6" galvanized steel floor drains, connected to 4" UPVC pipes, leading to a main 6" UPVC pipe connected to the tailings pond. All pipes shall be sloped appropriately. Complete with all required fittings. Provisions for this item shall be considered during excavation, backfill and pouring of wet pad concrete to be sloped appropriately.				
	4" UPVC pipes, with required fittings	L.M	50	SAR 500.00	SAR 25,000.00
	6" UPVC pipes, with required fittings	L.M	20	SAR 900.00	SAR 18,000.00
	60-cm wide steel bar grating for trench covers as show on details, includes 40*40*6 steel angles for support	LM	60	SAR 416.67	SAR 25,000.00
	4" HDPE pipes, with required fittings, connecting wet pad to process pumps	L.M	50	SAR 570.00	SAR 28,500.00
	4" HDPE pipes, formain water supply to wet plant	L.M	300	SAR 166.67	SAR 50,000.00
	6" HPDE pipes, with required fittings, connecting wet pad to process pumps	L.M	200	SAR 150.00	SAR 30,000.00
	12" UPVC pipes, with required fittings, connecting the two ponds.	L.M	25	SAR 1,000.00	SAR 25,000.00
	*subject to remeasurement based on actual site conditions.				
2	Chain-link fence				
	Supply and installation of chain-link fence with galvanized posts, post caps, 5x5 mesh fabric. Complete with all accessories required for installation. Provisions for post installation shall be made while preparing concrete walls.				
a.	For tailings pond, including 4-m gate	L.M	97	SAR 412.37	SAR 40,000.00
b.	For process water pond. Including 1-m man-door.	L.M	72	SAR 419.44	SAR 30,200.00
3	Removable spill containment				
	Supply and placement of 40-cm high lightweight concrete blocks, with hooks attached for ease of handling. Item includes sealing of block to pad joint using removable polyurethane spill berm, membrane, or otherwise suitable solutions.	L.M	19	SAR 1,578.95	SAR 30,000.00
4	Access Ladder				
	Supply and installation of FRP/GRP caged ladder for process water pond access, 2.5m high, includes any required provisions for installation	NOS	2	SAR 10,000.00	SAR 20,000.00



	PART 2 – Dry Plant				
	DIV01 – Earthworks				
1	Excavation and common backfill				
	Excavation work shall include the necessary clearing and preparation of the site; removal and disposal of all debris; excavation to required depth, providing adequate methods for vertical stability during work through sloping or otherwise, as well as the handling, storage, transportation, and disposal of all excavated material to designated dump locations. Item includes grade sloping away from slab wherever indicated on section drawings. Contractor shall make good any lateral over-excavation using common fill placed in layers of 200mm, each layer moistened and compacted to min 90% MDD.				
a.	For all concrete foundations (up to 1.5m depth)	m3	555	SAR 100.00	SAR 55,500.00
b.	Soft sand for underground LPG tank	m3	40	SAR 1,000.00	SAR 40,000.00
2	Structural fill				
	Supply and installation of A1 base course, including processing, loading, hauling, placing, and compacting of fill material. Compaction of structural fill in open areas shall utilize smooth drum rollers, and in confined areas by hand operated vibratory equipment or mechanical tampers. Material placed in fill areas shall be deposited to the grades shown on the drawings making due allowance for settlement of the material. Fill shall be placed in layers moistened and compacted to min 95% MDD. Lift thickness shall not exceed 200mm for open areas and 100mm for confined areas.				
a.	For all concrete foundations	m3	125	SAR 380.00	SAR 47,500.00
				Total of DIV01	SAR 143,000.00
				Discounted Total DIV01	SAR 135,850.00
	DIV02 - CONCRETE WORKS				
1	Lean concrete				
	Supplying and casting in-place of plain concrete including thickenings as shown on drawings, including PE vapor barriers, formwork, transporting, casting and finishing as required by the specifications. The contractor shall be responsible for proper setting out of the works and for the correctness of the position, levels and dimensions of all parts of works				
a	Under silo and tower foundations	m3	30	SAR 633.33	SAR 19,000.00
b	Under dryer pads	m3	1.5	SAR 300.00	SAR 450.00
c	Under cyclone pads	m3	2.5	SAR 300.00	SAR 750.00
d	Under fan pad	m3	1	SAR 300.00	SAR 300.00
e	Under screener base	m3	5	SAR 300.00	SAR 1,500.00

f	Under all pads for support legs (12)	m3	7	SAR 300.00	SAR 2,100.00
g	Under fuel tank foundation	m3	3	SAR 300.00	SAR 900.00
h	Under air compressor pads	m3	3	SAR 300.00	SAR 900.00
i	Under weighbridge foundation	m3	10	SAR 300.00	SAR 3,000.00
j	Under LPG tank foundation	m3	25	SAR 300.00	SAR 7,500.00
k	Under sewage tank	m3	1.5	SAR 300.00	SAR 450.00
2	Reinforced concrete foundations				
	Supply and casting of in-place reinforced concrete foundations, 4000 psi using sulphate resistant cement type V, including formwork, reinforcing steel, curing and testing as required by the specifications. Includes installation of anchor bolts where applicable and steel members and/or grouting where indicated. Complete as shown on drawings.				
a	Silo and tower foundations Dryer pads	m3	360	SAR 1,208.33	SAR 435,000.00
b	Dryer pads	m3	7	SAR 1,500.00	SAR 10,500.00
c	Cyclone pad	m3	13	SAR 1,119.23	SAR 14,550.00
d	Fan pad	m3	2	SAR 350.00	SAR 700.00
e	Screener base	m3	19	SAR 1,473.68	SAR 28,000.00
f	Support leg pads (12)	m3	34	SAR 1,273.53	SAR 43,300.00
g	Fuel tank foundation	m3	17	SAR 1,200.00	SAR 20,400.00
h	Air compressor pad	m3	6	SAR 1,200.00	SAR 7,200.00
i	Weighbridge foundations	m3	30	SAR 1,200.00	SAR 36,000.00
j	LPG tank foundation	m3	100	SAR 1,200.00	SAR 120,000.00
k	Sewage tank	m3	3	SAR 1,066.67	SAR 3,200.00
2.0b	Anchor Bolts				
	Supply and installation of L-type anchor bolts M20x400 + 75mm hook; for cyclone pad, dryer pads and silo foundation.	nos.	176	SAR 94.89	SAR 16,700.00
3	Reinforced concrete walls				
	Supply and casting of in-place reinforced concrete walls, 4000 psi using sulphate resistant cement type V, including formwork, reinforcing steel, water stop installation, curing and testing as required by the specifications. Complete as shown on drawings.				
a.	Underground LPG tank	m3	65	SAR 1,209.23	SAR 78,600.00
b.	Underground sewerage tank masonry unit walls	m2	30	SAR 1,200.00	SAR 36,000.00
	DIV03 - Waterproofing				
4	Bituminous paints				
	Supply and application of bituminous paint coat on all foundation and wall surfaces in contact with soil, with a maximum coverage of 6 m2/liter to maintain required thickness	m2	482	SAR 62.24	SAR 30,000.00



	DIV04 - Miscellaneous				
1	Protective Bollards				
	Supply and installation of 8" steel bollards, painted in yellow and black stripes and filled with concrete. Bollard shall be 1m high above ground and 1m below. Item includes 60x60x100cm concrete footing for each.				
	Around underground LPG tanks	Ea	30	SAR 1,333.33	SAR 40,000.00

	PART 3 – Facility Preparation				
1	Access road				
	Requirements for construction of 12-m wide gravel roads as shown on plans. Item includes moistening and compaction of subgrade including undertaking necessary earthworks to reach suitable design level. Earthworks consist of all necessary site clearing and grubbing, excavation, backfill and grading. In addition, supply and placing of 200mm sub-base layer , followed by 200mm A1A base course layer , includes processing, loading, hauling, placing, grading, and compacting of fill material. Compaction shall utilize smooth drum rollers. Material shall be deposited to the grades shown on the drawings making due allowance for settlement of the material. Fill shall be placed in layers of 200mm, moistened and compacted to min 95% MDD. Top layer includes application and compaction of 100mm cold milled asphalt . Item includes all related work such as the handling, storage, transportation, and disposal of unwanted byproducts to designated dump locations.				
a.	Sand cut	m3	16000	SAR 5.63	SAR 90,000.00
b.	Sand fill	m3	30625	SAR 2.29	SAR 70,000.00
c.	Subgrade layer -300mm marl	m3	8112	SAR 12.33	SAR 100,000.00
d.	Sub-base layer - 200mm	m3	5200	SAR 21.92	SAR 114,000.00
e.	Base coarse Layer - 200mm	m3	4992	SAR 40.06	SAR 200,000.00
f.	100mm cold milled asphalt (1575m*12m).	m2	15800	SAR 12.66	SAR 200,000.00
2	Grading and area preparation				
	Carrying out all required earthworks to reach design level for the specified area on the drawings. Earthworks consist of all necessary site clearing and grubbing, excavation and backfill, grading, as well as related work such as the handling, storage, transportation, and disposal of unwanted byproducts to designated dump locations.				

a.	For area specified on drawings:	m2	64000	SAR 0.78	SAR 50,000.00
3	Chain-link fence				
	Supply, fabrication, and installation of Type V chain-link fence, 2.4m high, consisting of corner posts, two 4m bolted double leaf gates with all necessary materials to complete installation.	L.M	1300	SAR 153.85	SAR 200,000.00
4	MEP for Office Portacabins				
4.1	Plumbing works				
4.11	Water supply and drainage				
	Supply and installation of piping systems for water supply and drainage for offices. Item includes all fixtures and fittings required for connections.				
	2" CPVC pipes for basin and floor drain connections.	L.M	50	SAR 400.00	SAR 20,000.00
	4" CPVC pipes for connecting water closets drainage.	L.M	50	SAR 480.00	SAR 24,000.00
	6" CPVC pipes main drainage to sewerage tank	L.M	20	SAR 1,000.00	SAR 20,000.00
	2" PPR pipes for water supply from source	L.M	150	SAR 200.00	SAR 30,000.00
	¾" PPR pipes for branching water supply to washbasins	L.M	50	SAR 300.00	SAR 15,000.00
4.12	Sewerage Tank				
	Supply and installation of 24 cubic meter FRP septic tank. Item includes level float sensor, cast iron manhole covers, and connection to main drainage pipe.	ea.	1	SAR 30,000.00	SAR 30,000.00
4.2	Electrical Works				
	Supply and installation of 24-branch panel board including the following:				
	63A main breaker	ea.	1	SAR 2,000.00	SAR 2,000.00
	32A circuit breaker	ea.	6	SAR 1,666.67	SAR 10,000.00
	20A circuit breaker	ea.	18	SAR 722.22	SAR 13,000.00
	4x35mm2 cable + 10mm2 bare copper wire	LM	100	SAR 120.00	SAR 12,000.00

Total Contract Value	SAR 4,028,921.60
Total Contract Value after Discount	SAR 3,827,475.52



Payment Terms:

Invoice Number	Deliverables	Completion Time	Saudi Arabian Riyals (Excluding VAT)
Invoice#1: Mobilization	Signed Contract		35% payable after 1 business day from signing the contract
Invoice #2: Foundation Completion	Certificate of Acceptance by WRM for Foundations Works	3 Weeks after receiving payment against mobilization	20% payable after (30) Days from submitting invoice + certificate of acceptance
Invoice #3: Facility Preparation	50% completion of Facility Preparation	13 Weeks after receiving payment against mobilization	20% payable after (30) Days from submitting invoice + certificate of acceptance of 50% completion of facility preparation
Invoice #4: Site Handover	Certificate of Acceptance by WRM for Site Handover	14 Weeks after receiving payment against mobilization	25% payable after (30) Days from submitting invoice + certificate of acceptance of site handover
NA	Warranty Certificate	1 Year	



DA

**Second Industrial City Facility
DAMMAM, KSA**

Scope of Work

Work Performed

- A. Repair Workshop Walls and fence + Install and supply exits and doors.
The total price 60,000 Saudi Riyal.

WALLS			Completion rate
Repairing damage fence including masonry ,plastering and painting	l.m	36	100% inside fence But we 20% outside fence because we stopped by Modon because we need the Work Permit
treatment fo cracks via crack filler	sqm	120	100% inside fence But we 20% outside fence because we stopped by Modon because we need the Work Permit
repairng all walls damages and openings	sqm	120	100% inside fence But we 20% outside fence because we stopped by Modon because we need the Work Permit
Supporting and installation of steel emergency exit doors .grey color,with panic bar,	ea	12	0 %

B. Roofing repair, water, and thermal proofing: by using the roles

The total price 114,000 Saudi Riyal

As it is attached in the table :

Work shops	UOM	Qty	Completion rate
Roofing Repair, Water, and thermal proofing			
Supply and installation of corrugated sheets and self-adhesive waterproofing sheets. Item includes inspecting gutter for rust and repairing as required, and cleaning of gutters and downspouts.	l.m	336	100%
Sealing gable trim seams on end rafters	l.m	218	100%
Replacing damaged thermal insulation	sqm	1020	20% because other Shop were of thermal insulation

C. Develop and maintain the ventilation system+ general workshop lighting:

The total price 100,000 Saudi Riyal

As it is attached in the table

Ventilation System and Insulation			Completion rate
Check condition of exhaust fans and replace faulty	ea	8	100%
Install new exhaust fans	ea	9	100%
Electricity and lighting			
Removal and replacement of damaged light fixtures.	ea	39	100%
Supply and installation of new 600 W LED lights including wiring, conduits and all necessary to complete installation as per drawings.	ea	60	100%
Supply and replacement of electrical sockets and conduits. Includes rearrangement of boxes and conduits in proper manner.	ea	40	20% we we wait for rearrangement of boxes and conduits in proper manner

أهم ما يُميزنا

Main Features



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أهم ما يميزنا

Main Features

الجودة والاحترافية

نحرص على تقديم أعمالنا وفق أعلى معايير الجودة والدقة في التنفيذ، لضمان رضا عملائنا وتحقيق النتائج المتميزة.

Quality and Professionalism:

We ensure all our work meets the highest standards of quality and precision, guaranteeing customer satisfaction and outstanding results.

فريق العمل المتميز

نملك فريق عمل مؤهل بخبرات متنوعة ومهارات متقدمة، مما يضمن تقديم حلول متكاملة تتماشى مع متطلبات المشاريع المختلفة.

Skilled Team:

Our team consists of highly qualified professionals with diverse expertise, enabling us to deliver comprehensive solutions tailored to various project needs.

الالتزام بالابتكار

نسعى دائماً لاستخدام أحدث التقنيات والأساليب المبتكرة في مشاريعنا، لضمان الكفاءة والاستدامة في التنفيذ.

Commitment to Innovation

We consistently adopt the latest technologies and innovative approaches to ensure efficiency and sustainability in all our projects.

خدمات متكاملة وشاملة

نقدم مجموعة واسعة من الخدمات تشمل جميع متطلبات الصيانة التشغيل، ما يجعلنا الخيار الأمثل لتنفيذ جميع أنواع المشاريع.

Comprehensive and Integrated Services:

We offer a wide range of services covering all operational maintenance requirements that making us the ideal choice for any project.



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