

REQUEST FOR QUALIFICATION

LONG TERM OPERATION AND MAINTENANCE OF SEWAGE TREATMENT PLANTS

ISSUED: AUGUST 2025



شركة المياه الوطنية
National Water Company

Disclaimer

The information contained in this Request for Qualifications (**RFQ**) has been prepared by National Water Company (**NWC**) with the assistance of Egis, Cogite, Synergy Consulting Infrastructure and Financial Advisory Services Inc, and Addleshaw Goddard LLC (together, the **Advisors**), and is furnished solely for the purpose of assisting Applicants in making their own evaluations of the Project. It does not constitute an offer in relation to the Project.

The information contained in this RFQ does not purport to be all-inclusive or to contain all the information that an Applicant or the Advisors may require or desire in relation to the Project. The Applicant should form its own views as to what information is relevant and make its own investigations, projections and conclusions and consult its own advisors to independently verify the information contained in this RFQ, and obtain any additional information that it may require, prior to submitting a Statement of Qualifications (**SOQ**).

Neither NWC, nor their respective directors, officers, members, employees, agents or advisors (including the Advisors) accept any liability or responsibility for the adequacy, accuracy or completeness of the contents of this RFQ (including any opinions express or implied) and no representation or warranty, express or implied, is given by any such person as to the adequacy, accuracy or completeness of such information or opinions. In particular, no representation or warranty is given as to the accuracy, reasonableness or likelihood of achievement of any future projections, prospects or returns.

NWC reserves the right, in its absolute discretion, at any stage and without prior notice, to change the structure and timing of the tender process, to amend the information contained in the RFQ or to terminate the tender process itself, without indemnity.

Definitions

Advisors	Collectively Egis and Cogite as Technical Advisor, Addleshaw Goddard as legal advisor and Synergy Consulting Infrastructure and Financial Advisory Services Inc. as financial advisor
Applicable Packages	The specific Packages which an Applicant is submitting the SOQs stated in the Submission Letter
Applicant	An individual company responding to the RFQ.
Closing Date	The date on which the Project Company has completed the mobilisation services and fulfilled the conditions precedent as specified in the LTOM Agreement
Consortium	A joint venture, partnership or other combination of international and/or local companies jointly participating in a bid
Consortium Leader	An entity as defined in section 4.1 and section 4.2 of this RFQ which meets the eligibility criteria set out in sections 4.2.1 and 4.2.3 financial and technical qualification requirements
Consortium Member	An entity as defined in section 4.6 of this RFQ
Construction Subcontract	The engineering, procurement and construction contract between the LTOM Contractor and the Construction Subcontractor
Construction Subcontractor	The contractor or contractors retained by the LTOM Contractor to perform certain obligations under the Construction Subcontract
Declaration	The legal declaration as provided in Appendix III to this RFQ
Efficiency Enhancement Works	The works as detailed in Appendix VII of this RFQ
ESIA	Environmental and Social Impact Assessment
Executive Summary	The summary as defined in section 5.2 of this RFQ
Fitch	Fitch Ratings Inc
FQR	Financial Qualification Requirements
Fund Investor	An investor as described in section 5.4(d) of this RFQ
Government	Government of the Kingdom
GPR	Guaranteed performance requirements
Influent	All wastewater (including inflow and infiltration) that is conveyed to an STP

ISTPs	An independent STP
Kingdom	The Kingdom of Saudi Arabia
KPI	Key performance indicators
LCGPA	Local Content and Government Procurement Authority
LLC	Limited Liability Corporation/Company
LTOM Agreement	The Long Term Operations and Maintenance Agreement entered into between NWC and the Successful Bidder for a Package
LTOM Contractor	The Successful Bidder that has entered into one or more LTOM Agreement(s)
m	Meter(s)
m³/d	Cubic Meters per Day
Moody's	Moody's Investor Services Inc.
Minimum Rehabilitation Works	The works as detailed in Appendix VII of this RFQ
NCEC	National Center for Environmental Compliance
No	Number
Non-Disclosure Agreement	The confidentiality agreement as provided in Appendix I to this RFQ
NPQ	Notice of pre-qualification
NWC	National Water Company
O&M	The operation and maintenance activities required under the LTOM Agreement
O&M Subcontract	The contract between the LTOM Contractor and the O&M Subcontractor
O&M Subcontractor	The contractor retained by the LTOM Contractor to perform the O&M obligations under the O&M Subcontract
Other Rehabilitation Works	The works as detailed in Appendix VII of this RFQ
Package	A package, more particularly described under section 1.2 of this RFQ, is a number of STPs being operated, rehabilitated, expanded and/or decommissioned under a single LTOM Agreement
PDSTFs	Post-Dewatering Sludge Treatment Facilities

Phase 1 Rehabilitation Works	The Minimum Rehabilitation Works and the Other Rehabilitation Works
Phase 2 Rehabilitation Works	The Efficiency Enhancement Works and Post-Dewatering Sludge Treatment Facilities
Post-Dewatering Sludge Treatment Facilities	The works as detailed in Appendix VII of this RFQ
Pre-Qualified Bidder	An Applicant that has submitted a SOQ, met the requirements set out in this RFQ and has been pre-qualified in accordance with this RFQ
Preferred Bidder	The Pre-Qualified Bidder selected by the NWC following evaluation of the primary and secondary evaluation criteria to be defined in the RFP
Project	The project more particularly described in this RFQ consisting of a number of STP assets (one hundred and eighteen (118) STPs) being operated, rehabilitated, expanded and/or decommissioned under a number of LTOM Agreements
Project Company	The special purpose company formed to design, finance, build, rehabilitate, test, commission and/or operate and maintain the Project
Project Founders Agreement	The project founder's agreement entered into between NWC, the LTOM Contractor and the Consortium Members in relation to certain obligations that the Consortium Members owe to NWC
Rehabilitation Works	The works needed to restore the STPs to full operational performance which include Phase 1 Rehabilitation Works and Phase 2 Rehabilitation Works detailed in Appendix VII of this RFQ
RFP	Request for Proposals
RFQ	Request for Qualifications
RFQ Rules	The guidelines and requirements governing the submission and evaluation of the RFQ as detailed in section 2 of this RFQ
S&P	Standard & Poor's Corporation
SCADA	Supervisory Control and Data Acquisition System
SOQ	Statement of Qualification
SOQ Requirements	The requirements set out in section 5 of this RFQ
STP	Sewage Treatment Plant

Strategy	The Saudi National Water Strategy developed by the Saudi Ministry of Environment, Water and Agriculture
Submission Letter	A formal letter submitted by an Applicant or Pre-Qualified Bidder as part of their application or bid for a Package
Successful Bidder	A Preferred Bidder who signs an LTOM Agreement
SWPC	The Saudi Water Partnerships Company
TSE	Treated Sewage Effluent
TQR	Technical Qualification Requirements
Treatment Capacity Upgrades	The upgrades as detailed in Appendix VII of this RFQ
UPS	Uninterruptible Power Supply

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1 Introduction

1.1 Background

In order to achieve a sustainable water sector, all available water resources in the Kingdom need to be utilised, including reuse of treated wastewater. The potential reuse of treated wastewater requires adequate treatment in well-equipped and efficiently operated STPs, producing an effluent of consistent quality, thus permitting its reuse in agriculture or industrial applications. The reuse of the beneficiary sludge is also important in this strategy.

NWC, as the owner of the STPs in this Project, recognises that the participation of the private sector is important, both (i) to rehabilitate, operate and maintain existing STPs and (ii) to finance, design, build, operate and maintain new STPs. NWC seeks to achieve its goals by partnering with the private sector to apply the best treatment technologies and operating practices available. This will be achieved through the award of fifteen (15) year LTOM Agreements for the one hundred and eighteen (118) STPs in this Project.

The STPs are grouped into different Packages and will be tendered in the order as shown in Table 1.

Companies already prequalified for LTOM group 2 do not need to respond to this RFQ

1.2 Project Description

In order to operate efficiently, some STPs require rehabilitation and/or refurbishment of equipment in order for the TSE levels to comply with NCEC requirements; this will be further detailed in each RFP. The rehabilitation/refurbishment activities should be carried out at the beginning of the LTOM Agreement by the LTOM Contractor. Thereafter, the LTOM Contractor has to optimise operation and adopt regular preventive maintenance practices as set out in the LTOM Agreement to achieve a consistent and efficient performance of the treatment units and to optimise use of consumables such as energy and chemicals.

The LTOM Contractors may be required to implement any upgrade measures that will allow to increase the overall design capacity of the STP(s), including actions such as debottlenecking through additional or more efficient process units in order to reduce the need for an overall expansion or construction of a new STP.

The LTOM Agreements may include obligations to undertake measures for improved sludge (biosolids) handling. Details of the required sludge quality as well as the destined disposal sites will be indicated in the respective RFPs.

All the above works, improvements and services will be compensated through a performance-based tariff structure. The tariff is the main biddable term to be included in the Pre-Qualified Bidder's proposal in response to the RFPs.

Pre-Qualified Bidders will also be required to include details of their approach and measures for introducing international best practices in areas such as asset management, occupational health and safety, and environmental management.

All available data for each of the STPs will be provided by NWC to the Pre-Qualified Bidders as part of the RFP documents and/or in an e-data room that will be established and maintained for

this purpose; however, this is for guidance purposes only and the Pre-Qualified Bidders will be required to visit the sites and perform their own assessments in order to fully inform and satisfy themselves of each STP's current condition and requirements prior to submitting the respective bids.

Further details of the Project TQRs are presented in Appendix VII.

A summary of the STP Packages to be tendered with the indicative timeline for RFP issuance is shown below.

Table 1: Project STP Packages to be tendered and indicative timeline

Package No.	Package Name	No. of STPs	Total design capacity	Planned RFP Issuance
13	North Cluster B	10	272,000 m ³ /d	Q1 – 2026
14	East Cluster	6	334,560 m ³ /d	Q3 – 2025
16	Central Cluster	14	153,000 m ³ /d	Q4 – 2025
17	South Cluster A	31	350,100 m ³ /d	Q1 – 2026
18	South Cluster B	22	340,100 m ³ /d	Q1 – 2026
19	West Cluster	5	33,500 m ³ /d	Q2 – 2026

Figure 1: Locations of NWC regional clusters (business units)



2 RFQ Rules

2.1 Agreement to RFQ Rules

It is the responsibility of an Applicant to ensure that they understand and comply with all requirements and stipulations outlined in this RFQ. Participation as an Applicant in this RFQ process constitutes acknowledgement and full, unconditional acceptance:

- of the RFQ Rules and the requirement to abide by them;
- of NWC's authority to enforce the RFQ Rules and its discretion to cancel or terminate the tender process, without liability, should it deem necessary due to non-compliance, or any other reason as outlined within this RFQ;
- that NWC reserves the right, at its sole discretion, to change the structure and timing of the tender process, to amend the information contained in the RFQ or to terminate the tender process itself at any time without notice for any reason, without any legal and financial impact, including but not limited to where an Applicant(s) has not adhered to the RFQ Rules or where there has been an insufficient number of qualified Applicants so as to ensure adequate competition.

2.2 Right to Reject Submissions and Limitations of Obligations

NWC reserves the right to reject any or all of the SOQs, proposals or other submissions at any time prior to the execution of the LTOM Agreement. Neither issuance of this RFQ nor issuance of an RFP or any other document or request by or on behalf of NWC at any time will oblige NWC or its Advisors to enter into any arrangement or agreement or impose any liability on any of them other than assumed pursuant to the LTOM Agreement when executed.

Neither NWC nor any of its Advisors will be under any obligation to return any SOQ submitted by any Applicant or to reimburse any Applicant for any cost or expense, whether incurred in preparing its SOQ, response to the RFP or to any other request from NWC, its Advisors or otherwise.

NWC may disqualify or reject an Applicant's SOQ for any reason at NWC's sole discretion, including, inter alia, the following reasons:

- failure by an Applicant to comply with any of the requirements of this RFQ, in the time, form and manner prescribed;
- failure by an applicant to comply with the RFQ Rules;
- misrepresentation, withholding or concealment of information in the SOQ by an Applicant;
- any communication with NWC, or its Advisors, in a manner other than that set out in this RFQ;

- failure by an Applicant to disclose or provide any additional information as may be required by NWC during the evaluation and qualification process;
- bankruptcy or insolvency of an Applicant in the last three (3) years, including the commencement of any procedure under the Bankruptcy Law of Saudi Arabia;
- determination by NWC that the Applicant is prohibited from doing business with NWC on grounds which may include but are not limited to public policy or national interest;
- failure to report any material change in information provided in the SOQ following submission thereof;
- failure by an Applicant to provide any of the mandatory SOQ documentation;
- an Applicant that either directly or indirectly offers or gives to any person in the employment of NWC or any other Government official or any Advisor any gift or consideration of any kind as an inducement or reward for appointing or recommending the appointment of the Applicant;
- an Applicant that displays any corrupt, anti-competitive or collusive behaviour;
- the existence and/or failure to disclose a conflict of interest that NWC determines, in its absolute discretion, to be material to the conduct of a fair and transparent procurement process;
- past failure of the Applicant to comply with the terms of any contract, letter of intent or bid with NWC, the Government or any other governmental agency in the Kingdom, whether in a capacity as an individual contractor, partnership or corporation, or as a member of a joint venture/partnership;
- a record of unsatisfactory past performance, particularly non-compliance with contract terms, plans and specifications; a record of defective workmanship in material supply; a record of abandonment of work or other deficiencies; or
- specifically, a poor performance under an ongoing LTOM Agreement for a phase 1 project awarded to the Applicant including but not limited to
 - (i) failure to deliver Rehabilitation Works on time; and
 - (ii) in accordance with the specification and maintenance performance in accordance with the awarded contract. This may be measured by the provider score attributed by NWC's engineer.

Any Applicant who has had an SOQ disqualified or rejected for any reason shall be entitled to reapply in accordance with the terms of this RFQ at any time prior to the date of issue of the final RFP in the Project.

3 Project Contractual Structure

The Successful Bidder will establish a Project Company. The Project Company will take the form of an LLC or closed JSC. The Project Company will be owned by one or more shareholders

and there will be no mandated Government ownership. The Project Company will then enter into the LTOM Agreement directly, or, by way of novation to become the LTOM Contractor under the LTOM Agreement.

Key agreements shall include:

- (a) LTOM Agreement;
- (b) an LTOM direct agreement (only relevant if the Preferred Bidder intends raising third party debt financing); and
- (c) Project Founders Agreement.

The precise list may vary depending on the Preferred Bidder's operating solution and the extent of the Rehabilitation Works, enhancement and upgrade works, and expansion works to be carried out. No separate sewage interconnection agreement is envisaged as the STPs will remain owned by NWC and NWC shall be responsible for the right to connect its own assets to the Influent and TSE networks.

4 Pre-Qualification Process

4.1 The NWC's Requirements

Pre-qualification application for all the Packages (as listed in Table 2) is open, on an individual basis, to all entities engaged in the water and/or wastewater treatment sector.

The pre-qualification application process is exclusively for individual companies, not for Consortiums. Companies that successfully pre-qualify may subsequently choose to form a Consortium as a Consortium Leader or opt to participate in the bidding process on an individual basis.

Each SOQ should be submitted in accordance with section 5 of this RFQ. Each Applicant will be required to meet the minimum technical evaluation criteria (as defined in the TQR) and the minimum financial evaluation criteria (as defined in the FQR) as stated under section 4.2.

On or before 1st of July in each calendar year, each Pre-Qualified Bidder shall be required to submit to NWC:

- evidence that it still meets the relevant FQR;
- if requested by NWC, evidence that it still meets the TQR; and
- if requested by NWC, updated copies of any of the mandatory SOQ documentation.

NWC reserves the right to amend the terms of this RFQ and/or the tender process for each Package based on market response.

4.2 Evaluation criteria and methodology

The Applicants shall be evaluated based on the following evaluation criteria:

- provision of all mandatory SOQ documentation; and

- financial and technical evaluation criteria: set out below as FQR and TQR.

All Applicants shall be entitled to submit clarificatory questions to NWC prior to submitting an SOQ and upon receipt NWC may request additional information from Applicants. Please see Section 4.4 of this RFQ in this regard.

Table 2: Evaluation Criteria

Category	Description	Method of Evaluation
Documentation	Provision of mandatory SOQ documentation	Pass / Fail
Financial	Financial strength	Pass / Fail
Technical	Relevant recent operation and maintenance experience	Pass / Fail

4.2.1 Provision of mandatory SOQ documentation

In order to become a Pre-Qualified Bidder, all Applicants must complete and submit the mandatory SOQ documentation listed at paragraph 5.1 of this RFQ.

4.2.2 Financial Qualification Requirement (FQR)

In order to become a Pre-Qualified Bidder, the Applicant has to meet the financial strength and capability criteria set out in this section 4.2.1. The Applicant shall submit its information to be used for this evaluation using Appendix IV.

An Applicant that wishes to participate in an RFP in relation to Applicable Package as a Consortium Leader shall have a minimum Net Worth of at least US\$20 million (twenty million USD) or more. The minimum Net Worth statement shall be substantiated by submitting the most recent audited financial statements.

4.2.3 Technical Qualification Requirements (TQR)

In order to become a Pre-Qualified Bidder an Applicant must meet the technical experience and capability criteria set out in this section 4.2.3. An Applicant shall submit its information to be used for this evaluation using Appendix IV. Each Applicant will be evaluated solely based on the information provided by the Applicant using the forms included in Appendix IV:

TQR 1

- An Applicant that wishes to participate in an RFP in relation to Packages 13, 14, 15, 16 and 19 as a Consortium Leader must demonstrate that it has a technical track record and experience in managing, operating and maintaining two (2) or more STPs with a total combined design treatment capacity of at least one hundred and fifty thousand (150,000) m³/day. At least one of the STPs must have a design treatment capacity of a minimum of thirty thousand (30,000) m³/day and all STPs must contain secondary biological and tertiary treatment. The Applicant has to have operated each STP for at least three (3) consecutive years. The reference contracts may have been performed

either inside or outside the country of origin of the Applicant. The Applicant shall provide references of on-going contracts. If the contracts for the management, operation and maintenance for a STP have been completed, the Applicant shall provide evidence of completion, including a reference from the client entity that was party to the contract. Contracts that were completed more than five (5) years prior to the date of this RFQ can be included but will not be considered as a reference contract in relation to the criteria set out in this section 4.2.3.

TQR 3

- An Applicant that wishes to participate in an RFP in relation to Packages 17, and 18, as a Consortium Leader must demonstrate that it has a technical track record and experience in managing, operating and maintaining five (5) or more STPs with a total combined design treatment capacity of at least thirty thousand (30,000) m³/day. All of those STPs must have a design treatment capacity of a minimum of three thousand (3,000) m³/day and all STPs must contain secondary biological and tertiary treatment. The Applicant has to have operated each STP for at least three (3) consecutive years. The reference contracts may have been performed either inside or outside the country of origin of the Applicant. The Applicant shall provide references of on-going contracts. If the contracts for the management, operation and maintenance for a STP have been completed, the Applicant shall provide evidence of completion, including a reference from the client entity that was party to the contract. Contracts that were completed more than five (5) years prior to the date of this RFQ can be included but will not be considered as a reference contract in relation to the criteria set out in this section 4.2.3.

Table 3: Summary of Qualification Requirements

Package	Technical Requirements	Financial requirements
13, 14, 16, 19	TQR 1	FQR
17,18	TQR3	

4.3 Notice of Pre-Qualification

Applicants will be evaluated on the basis of the evaluation criteria detailed in section 4.2 of this RFQ. In the event that an Applicant meets the criteria set out in section 4.2.3, NWC may issue an NPQ in writing to the respective Applicant following which the Applicant shall be deemed a Pre-Qualified Bidder. The Pre-Qualified Bidder may be admitted to the RFP for each Applicable Package. Applicants may submit an SOQ at any time prior to the date of issue of the final RFP in the Project.

4.4 Additional Requests for Information

Should Applicants require additional information in relation to the Project and/or the RFQ, such request should be made in writing or, preferably, by email to NWC's attention, no later than two weeks prior to close of the RFQ, as follows:

In writing:

- National Water Company JSC, Radix Tower, King Fahad Road, PO Box 676, Riyadh 11421, Kingdom of Saudi Arabia Attn Mr. Saleem M. Al Mutairi and Mr. Saad S. Alobaisi.

Email:

- RFQ-LTOM-Phase2@nwc.com.sa

or alternative emails:

- Mr. Saleem M. Al Mutairi - smsalmutairi@nwc.com.sa
- Mr. Saad S. Alobaisi - salobaisi@nwc.com.sa

In due course, if NWC requires additional information on the references submitted by the Applicant, NWC may request such information from the Applicant. Although no Applicant shall have the right to make an oral presentation to NWC, NWC reserves the right to request oral presentations from Applicants if deemed appropriate.

4.5 Pre-Qualified Applicants and Consortia Formed at a Bidding Stage

Pre-Qualified Bidders will be able to form a Consortium if the following is fulfilled:

- (a) all members of the Consortium must satisfy the financial strength requirement which will be stipulated in the RFP;
- (b) the Consortium must designate a member to act as manager and main point of contact (**Consortium Leader**);
- (c) the Consortium Leader must be the Technical Member;
- (d) the Consortium Leader must hold at least 35% of the equity in the Project Company at the time of executing the LTOM Agreement and must retain at least such minimum shareholding until the date that is five (5) years after the relevant Closing Date.

For the avoidance of doubt, entities that are not engaged in the water or wastewater treatment sector (e.g. financial institutions) are permitted to participate in the Project as part of a Consortium although Fund Investors (as defined in section 5.4) must provide additional information that will be defined in the RFP.

Applicants shall note, however, that any Consortium Members of the proposed Consortium will be subject to further conditions set out in RFP.

The required contents of the SOQ are described in section 5 (SOQ Requirements) of this RFQ.

4.6 Right of Non-Qualified Applicants to Participate in a Bidder Consortium

For the avoidance of doubt, any Applicant that does not meet the qualification criteria set out in this RFQ or is unsuccessful in qualifying as a Consortium Leader will have the right to participate as a member of a Bidder Consortium, subject to satisfying the eligibility requirements that will be defined in the RFP.

5 SOQ Requirements

5.1 SOQ Submission Requirements

Applicants shall submit the SOQ in the required form. The SOQ shall consist of the following sections:

- (a) Submission Letter (Form of Submission Letter provided in this RFQ as Appendix II (Submission Letter));
- (b) Part I - Executive Summary;
- (c) Part II - Corporate Structure;
- (d) Part III - Financial capability & Financial Strength (Form sheets as Appendix IV (Financial Pre-Qualification Form Sheets));
- (e) Part IV - Technical Capability (Form sheets as Appendix V (Technical Pre-Qualification Form Sheets));
- (f) Part V – Additional Capabilities;
- (g) Part VI – Conflict of Interest Declaration (with Submission Letter);
- (h) Part VII – Non-Disclosure Agreement (Appendix I - Non-Disclosure Agreement); and
- (i) Part VIII – Other Legal Declarations (Appendix III (Declaration)).

The following sections provide further explanation how to prepare the SOQ and the parts thereof mentioned above.

5.2 Part I: Executive Summary

The Executive Summary section of the SOQ must provide a summary description of:

- (a) the Applicant's qualifications for the Project;
- (b) the Applicant's corporate structure and history; and
- (c) envisaged use (if any) of any sub-contractors.

The Executive Summary should not be more than [two (2)] pages.

5.3 Part II: Corporate Structure

Part II shall include the following information:

5.3.1 Contact Information

- (a) Information of Applicant entity:
 - (i) full name of the applicant;

- (ii) registered address;
 - (iii) contact person;
 - (iv) telephone number; and
 - (v) e-mail address;
- (b) Information of Applicant's parent company:
- (i) full name;
 - (ii) registered address;
 - (iii) contact person;
 - (iv) telephone number; and
 - (v) e-mail address;
- (c) Saudi/Regional company (if any):
- (i) full name;
 - (ii) registered address;
 - (iii) contact person;
 - (iv) telephone number; and
 - (v) e-mail address.

5.3.2 Summary Corporate Information

Following information should be provided for the Applicant:

- (a) year established; and
- (b) company profile (summary description).

To the extent that the financial obligations of an Applicant are to be guaranteed by a parent company or affiliate, the following key financial information about such entity must be provided:

- (a) current market capitalisation (if listed);
- (b) current long term unsecured parent company credit rating (S&P, Moody's, or Fitch); and
- (c) identity of company auditor(s) (from 2020 to 2023).

5.3.3 Organisational Structure

The organisation section must contain the following:

- (a) a description and/or organisational chart of the organisational and corporate structure(s) of the Applicant (i.e. identity of intermediate shareholders, levels of shareholding and ultimate parent company);
- (b) an organisation chart for the elements of an Applicant intended to carry out the O&M services and rehabilitation works of STPs;
- (c) a description of the technical, operational and managerial resources available to entities identified in the relevant organisation chart in the period up to the closing date of the Project; and
- (d) a description of the level of commitment presently displayed by envisaged O&M Subcontractors and/or Construction Subcontractors and/or equipment suppliers.

5.4 **Part III: Financial Capability**

The section on financial capability within the SOQ must include the following details for the Applicant:

- (a) provision of audited financial statements for the Applicant's financial years 2022, 2023 and 2024. The financial statements shall include a consolidated balance sheet, consolidated income statement and consolidated cash flow statement;
- (b) if applicable, details of adjustments in the Applicant's parent company long-term unsecured credit rating since 1 January 2020 to the extent available;
- (c) in respect of potential equity contributions by the Applicant, details of the level and source of funds available for investment in the Project Company (whether through contributions of cash equity or through shareholder loans);
- (d) if the Applicant will rely on commitments from third parties other than affiliates to meet its financial obligations (**Fund Investor**), such entity must provide audited financial statements for financial years 2022, 2023 and 2024 in respect of investors constituting no less than 75% of its commitments and full details of its investors including drawn and undrawn amounts; and
- (e) if a parent company or affiliate guarantees the Applicant's financial responsibilities, this must be explicitly mentioned. The information detailed in sections 5.4(a) to 5.4(d) inclusive, shall also be provided for that parent company or affiliate.

Part III A Form sheet (Appendix IV: Financial Status and Strength) shall be completed and submitted in this regard.

5.5 **Part IV: Technical Capability – Project management and O&M**

Each Applicant shall submit a comprehensive set of information regarding their experience and capability in management, operation and maintenance of municipal STPs.

Details of the above experience shall be based on eligible project references, as detailed in the technical evaluation criteria as detailed in section 4.2.

Such information shall comprise Part IV A Form sheet (Appendix V (Technical Pre-Qualification Form Sheets)) hereto, which includes details of the eligible project references of the Applicant. Only the project references submitted in Appendix V (or Appendix V format) will be considered for evaluation.

Applicants are encouraged to add additional relevant documents in support of the above form sheets.

5.6 **Part V: Additional Capabilities**

Provided that the minimum requirements specified in the RFQ are complied with, Applicants are free to submit any other information they feel would be useful to NWC in respect of its evaluation of their corporate structure, organisational, technical or financial capability and experience.

5.7 **Administrative Requirements**

All Applicants must submit two (2) hard copies (one original and one copy) and USB flash drive with electronic copy of the SOQ, delivered to the following address:

National Water Company JSC, Privatization Department, Attn: Saleem M. Almutairi and Saad S. Alobaisi, Radix Tower, King Fahad Road, PO Box 676, Riyadh 11421, Kingdom of Saudi Arabia.

Furthermore, all Applicants must submit soft copies (maximum 20 Mb) of the SOQ by email to the below email address:

spq@nwc.com.sa

Each SOQ and supporting documents, including financial statements, must be in the English language and shall contain the contents required by this RFQ.

It is the sole responsibility of the Applicant to ensure that its SOQ is delivered to the above address by the submission deadline. The envelope should be marked with the above full address on the face and with the following information marked on the rear:

Statement of Qualification for LTOM Agreements for STPs;

- (a) commercial material/does not contain merchandise;
- (b) from [insert applicant contact person and applicant name];
- (c) address;
- (d) telephone number; and
- (e) e-mail address.

Each SOQ must be accompanied by a certification as to its accuracy by a person legally authorised to bind the Applicant through signing the prescribed Submission Letter attached as Appendix II

The electronic copies submitted by the Applicants should be complete and exact copies of the written submission and should be clearly ordered and indexed in the same manner as the hardcopy submission.

The SOQ shall contain the following:

- (a) the submission documents which together comprise Section One to Six (inclusive) of the SOQ Requirements, including the pre-qualification form sheets; and
- (b) the submission documents which together comprise Section Seven and Section Eight of the SOQ Requirements, including:
 - (i) Appendices I, II and III; and
 - (ii) a certificate of the Applicant, signed by any individual with managerial powers in the Applicant, indicating the names of the persons who have authority to bind the Applicant in the form set out in Appendices I, II and III.

All envelopes/boxes (i.e., as addressed to NWC) should be marked with the respective address on the face and with information marked on the rear as stipulated above.

Hard copies of SOQs (as stipulated above) will be mandatory. SOQs sent only by fax or e-mail will not be accepted.

Format and signing of an application:

- all application forms are to be typed; forms completed in handwriting will not be accepted;
- all electronic submissions must be in searchable PDF or Microsoft Word format;
- if additional pages are required, they must be numbered under the item required and should follow all relevant guidelines thereon; and
- all application forms must be signed and sealed by the Applicant.

6 Subsequent Bid Process

6.1 Request for Proposals

The RFP for a particular Applicable Package will be issued to all Pre-Qualified Bidders registered with NWC that included the Applicable Package in their SOQ.

Pre-Qualified Bidders that are not registered with NWC will have to obtain NWC registration prior to submission of the bid for the RFP for which they intend to bid.

The RFP will include, inter alia, the following information:

- (a) instructions to bidders;
- (b) technical specifications;

- (c) technical and financial form sheets;
- (d) draft Project agreements; and
- (e) form of bid bond.

6.2 Inclusion of Additional Entities

NWC reserves the right, at its sole discretion, to invite entities that have not participated in the RFQ to any RFP of any Applicable Package provided that such entity meets the financial and technical criteria set out in section 4.2.

Such entities will be required to submit their qualification documents following the same process as set out in this RFQ within a timeframe determined by NWC.

6.3 Bid Bond Requirements

Every Pre-Qualified Bidder that participates in an RFP will be required to provide a bid bond.

The bid bond amount will be specified for each Applicable Package and will be included in the RFP.

6.4 Bid Evaluation Criteria

The RFP bid evaluation criteria will be out in the relevant RFP and may vary for each Applicable Package.

Appendix I

Non-Disclosure Agreement

[on company letterhead]

The Chief Executive Officer
National Water Company
Kingdom of Saudi Arabia

[Date

Non-Disclosure Agreement in respect of []

Dear Sirs

We have expressed interest to National Water Company (**NWC**) in bidding for the right to operate and maintain each of the Sewage Treatment Plants and to develop, design, finance, engineer, procure, construct, commission, complete, test, operate and maintain the rehabilitation works, enhancement works and upgrade works in [*insert the Package(s) Number(s) submitting the SOQ for*] in the Kingdom of Saudi Arabia (the **Project**).

We understand that NWC has issued a Request for Qualification (**RFQ**) seeking Statements of Qualification (**SOQ**) from parties interested in being a contractor to participate in the Project. We understand that parties who receive Notice of Pre-Qualification (**NPQ**) following submission of their SOQ will be issued a Request for Proposal (**RFP**) and invited to submit a formal proposal for the Project (**Proposal**).

Undertaking

In consideration of NWC agreeing to make available to us the RFQ for the Project (and the RFP if we are shortlisted) and the undertakings contained in this Non-Disclosure Agreement, the sufficiency of which is hereby acknowledged, we undertake as follows:

- 1 We agree to keep all Confidential Information confidential and, save to the extent expressly provided hereunder, to not disclose Confidential Information to any other party, provided that we may disclose Confidential Information if required (and only to the extent required) by applicable law (in which case we shall use best efforts to minimise the nature of the disclosure and inform NWC of our obligations to disclose any such information). We shall ensure that all Confidential Information is protected by security measures and is properly protected against theft, damage, loss and unauthorised access. We shall use any Confidential Information disclosed to us for the sole purpose of preparing our SOQ and Proposal.
- 2 We agree that any Confidential Information disclosed to us under this Non-Disclosure Agreement that by its nature is specific and shall not be deemed to be within the fore-going exceptions merely because they are embraced by general disclosures in the public domain or in our possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in our possession, but only if the combination itself and its principle of operation are in the public domain or in our possession.

- 3 We agree that we will not, without first obtaining NWC's written consent, disclose any Confidential Information to any party nor make any commercial use thereof. We may disclose such Confidential Information to our affiliates, potential suppliers, subcontractors, advisors, financial institutions and consultants if and only to the extent such disclosure is necessary to enable us to prepare our SOQ or Proposal, provided we first obtain a commitment to maintain such Confidential Information in confidence from any such party on terms consistent with and at least as stringent as the terms of this Non-Disclosure Agreement.
- 4 We agree to limit internal disclosure of Confidential Information to those of our professional/technical employees and/or executives who require it in order to prepare our SOQ or Proposal, but only to the extent such person is required to receive any Confidential Information and is bound by confidentiality terms consistent with and at least as stringent as the terms of this Non-Disclosure Agreement.
- 5 We agree to not copy Confidential Information unless authorised by NWC in writing, and if not shortlisted, or if we elect not to submit an SOQ or submit a Proposal, upon request from NWC, we agree to promptly return all documents provided to you and destroy all copies thereof in a manner satisfactory to NWC, provided that we may store (and not destroy) Confidential Information if required (and only to the extent required) by applicable law (in which case we shall use best efforts to minimise the nature of our obligation to store and inform NWC of our obligation to store any such information).
- 6 We agree that prior to making any publicity release or other announcement incorporating Confidential Information, we will first obtain written approval of NWC for each release or announcement. Furthermore, we agree to not make general disclosures to others concerning the general nature of the Project.
- 7 We agree to indemnify NWC for any losses, claims, demands, liabilities, and expenses of whatever nature arising out of a breach of the obligations under or in connection with this Non-Disclosure Agreement.
- 8 Except as otherwise agreed between us and NWC, this Non-Disclosure Agreement shall remain in effect until the earlier of (i) the execution of the final sewage treatment agreement in connection with the Project, but only to the extent that such document contains confidentiality obligations at least as stringent as contained herein and (ii) three years from the date of execution of this Non-Disclosure Agreement.
- 9 This undertaking sets out the full extent of our obligations of confidentiality owed to you in relation to the information the subject of this undertaking. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges hereunder. The terms of this undertaking and our obligations hereunder may only be amended or modified by written agreement between us.
- 10 We shall not assign nor otherwise transfer any interest in this undertaking without NWC's prior written consent. Any purported assignment without such consent shall be null and void.
- 11 This undertaking (including the agreement constituted by NWC's acknowledgement of its terms) and any non-contractual obligations arising out of or in relation to it shall be governed by the laws of the kingdom of Saudi Arabia .The courts of the Kingdom of Saudi Arabia have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which

may arise out of or in this Agreement, including a dispute or proceeding regarding the existence, validity or termination of this Agreement or relating to any non-contractual or other obligation arising out of or in connection with this Agreement or regarding the consequences of its nullity, and for these purposes, each party irrevocably submits to the jurisdiction of the courts of the Kingdom of Saudi Arabia.

- 12 **Confidential Information** for the purposes of this Non-Disclosure Agreement means all business, commercial, economic, financial, operational, technical, administrative, marketing information disclosed to us hereunder, whether in written, oral, electronic, pictorial or any other form, and all information data, know-how, formulae, specifications, standards, processes, designs, photographs, drawings, specification, software programs, samples and any other material, attributable to or deriving from or in connection with the Project, but excluding:
- (a) any information which at the time of disclosure was in the public domain;
 - (b) after disclosure, is published or otherwise becomes part of the public do-main, unless it is in the public domain as a direct or indirect result of a breach by us (or any other party that we are permitted to disclose to) of the obligations contained in this Non-Disclosure Agreement;
 - (c) any information that we can prove to NWC's satisfaction was in our possession at the time of disclosure and was not acquired, directly or indirectly, from NWC or its shareholders or from a third party under an obligation of confidence; and
 - (d) any information that we can prove to NWC's satisfaction was received by you after the time of disclosure hereunder from a third party who did not require you to hold it in confidence and who did not acquire it, directly or indirectly from NWC or its shareholders or a third party under an obligation of confidence.

Accepted and Agreed:

Company:

By:

Title:

Date:

Appendix II

Submission Letter

[on company letterhead]

The Chief Executive Officer
National Water Company
Kingdom of Saudi Arabia

[Date]

Dear Sirs

We, the undersigned:

Last Name:

First Name:

Title: [Chairman/Vice Chairman/President/Vice President] of [Name of company], acting as the legal representative of [Applicant], hereby certify, represent, warrant and agree, on behalf of [Applicant] that:

- 1 This Submission Letter, along with all documentation submitted herewith, forms our Statement of Qualification (**SOQ**), which is being submitted in response to the Request for Qualification (**RFQ**) dated [] 2025 for participation in the *[insert the list of Applicable Packages]*, for the *LTOM Phase 2 Project*, issued by NWC. All capitalised terms used herein have the same meaning as in the RFQ.
- 2 We certify that: (i) the information submitted as part of this SOQ is complete, accurate and true and does not omit any information which might make the information contained in the SOQ misleading in any material respect and (ii) we accept the documents, terms and conditions set out in the RFQ.
- 3 We fully understand the RFQ and acknowledge that NWC is not obligated to accept our SOQ and may at any time reject our SOQ or cancel the pre-qualification process in their sole discretion.
- 4 We fully release and discharge NWC, their consultants, advisors and personnel, completely and unconditionally from any responsibility or liability for the decisions that may be made with respect to our pre-qualification and that NWC, its consultants, advisors and personnel shall not be liable for any such actions and shall be under no obligation to inform any Applicant of the grounds for them.
- 5 [We confirm that we are not aware of any situation constituting a conflict of interest (as set out at paragraph 2 of the RFQ) or which could potentially give rise to such a conflict of interest in connection with this Project.] OR [We have identified a conflict of interest of the sort as set out at paragraph 2 of the RFQ in connection with this Project and the nature and details of this conflict are set out below.]¹

¹ Note to Applicants Please identify the statement that would be applicable to you.

- 6 NWC and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this SOQ, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter will also serve as authorisation to any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this SOQ or with regard to the re-sources, experience and competence of the Applicant(s).

In [Location], on this [Date]

Signature:

Appendix III

Declaration²

[Letterhead of Applicant]

[insert recipient details at NWC]

[Date]

Dear Sirs

Request for Qualification dated ♦ (RFQ)

We herewith declare that we neither in the present nor in the past have:

- (a) been bankrupt or been wound up, had our affairs administered by a court, entered into an arrangement with creditors or suspended business activities;
- (b) been the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by a court for an arrangement with creditors;
- (c) been convicted of an offence concerning its professional misconduct in the course of our business or profession;
- (d) committed an act of professional misconduct in the course of our business or profession;
- (e) not fulfilled our obligations relating to the payment of social security contributions in accordance with the laws of the country in which we are established or of the Kingdom;
- (f) not fulfilled our obligations relating to the payment of zakat or taxes in accordance with the laws of the country in which we are established or of the Kingdom;
- (g) violated the labour laws of the Kingdom.

We further declare that to the best of our knowledge and belief after having made due and diligent enquiry of senior decision makers within our company no Material Dispute is pending or resolved against our company in the three years preceding the submission and no notice from a third party has been received by our company of any threatened Material Dispute and there are no circumstances that are likely to give rise to a Material Dispute against our company. For the purpose of this Declaration, a **Material Dispute** shall mean any dispute where the amount claimed against the company is or was at the time of the dispute equal to at least half of the net worth of such company total assets minus its total liabilities on a consolidated basis as shown in the latest available audited accounts.)

The undersigned declare that the statement made is complete, true, and correct in every detail.

Signature: _____

For and on behalf of
[Applicant]

²If you are unable to fully comply with the declarations made in this letter, please adjust accordingly. NWC will consider these amendments during our review process.

Appendix IV

Financial Pre-Qualification Form Sheets

Form sheet: **F1. Applicant's Financial Status and Strength**

Requirements	Responses
% of Equity Proposed to be subscribed in the Project Company (35% minimum for Consortium Leader).	
Details of Funds Available to support Equity Investment as required.	
Three (3) Year Historical Audited Financial Statements Attached (Y / N)	
Details of any material change in the financial or trading position or material post balance sheet event.	
Confirmation that no significant merger, change in ownership, share or business acquisition or disposal, or joint venture or partnership arrangement, which may have a material effect on the financial or technical abilities of the Applicant, has taken place and is not otherwise disclosed.	
Current and three (3) year historic long-term credit ratings for the ultimate providers of equity by Standard and Poor's, Moody's or Fitch if applicable	
Three (3) Year Historical Audited Financial Statements of any Fund Investor that a Sponsor relies on attached (Y / N) if applicable	
Other Relevant Information	

Form sheet: **F2. Summary of Applicant's Financial Statements**

Details	2022	2023	2024
Current Assets			
- Cash and cash equivalents			
- Other Current Assets			
Fixed Assets			
Other Assets			
Total Assets			
Current Liabilities			
Long-term liabilities			
Other Liabilities			
Total Liabilities			
Net Worth			
Shareholder's Equity			
- Paid up capital			
- Retained earnings			
- Others			
Other Reserves			
Revenues			
Gross Profit			
EBITDA			
EBIT			
Financial Charges			
Tax			
PAT			
Dividends			
Currency Conversion Rate			

In case the reporting currency in the financial statements is not in USD, conversion rate prevailing at the end of each financial year shall be used and must be specified in the last row as requested.

Appendix V

Technical Pre-Qualification Form Sheets

Form Sheet: T1. Wastewater Treatment Management, Operation and Maintenance Experience

Project Name:	
Applicant Name:	
Country:	Name of City/Area:
Population Served:	STP Treatment Capacity (m ³ /day) (design/or actual):
Date of Commencement of Commercial Operation:	Date of Contract Termination:
Contract Value (US\$):	STP Contains Tertiary Treatment [Yes/No]
Summary of experience (500 words max.) detailing management, operation & maintenance experience:	
Client: organisation and individual for reference	Address: Telephone Number: Email:

Additional project references should be added to suit Applicant's experience record

Appendix VI

Locations of the Project's STPs

utm_zone	utm_easting	utm_northing	Altitude (m)	Name	Package
38R	359041.4	2930453.4	658.3	151 Oyouun Aljawa	13
37R	343360.3	3470844.3	485	58 Al Qurayyat	13
38R	359042	3286087.8	437.8	57 Rafha	13
37R	588346.9	3295717.2	628	52 Dumah Al Jandal	13
38R	425580.8	2964188	538.8	Al Asyah	13
39R	397706.2	2936061	7.4	42 Jarodia 2	14
39R	397535	2936041.4	12.3	41 Al Jarodia 1	14
39R	399351.5	2949866.4	3.7	44 Safwa	14
39R	399396.3	2949677.2	2.7	46 Safwa 2	14
39R	406846.1	2936012	0	43 Sanabis	14
39R	252265.8	3151273.7	3.5	37 Khafji	14
38Q	279093.4	2652092	1001.4	1 Afif	16
38R	450320.3	2715652.5	917	2 Dawadmi	16
38R	491099.9	2873395.1	641.5	3 Al Ghat	16
38Q	698959.6	2596408.6	578.8	4 Hutat Bani Tamim	16
38R	740019	2665182.6	438	5 Al Kharj 2	16
38R	740256.4	2665341.6	439.7	6 Al Kharj 1	16
38R	543341.6	2869626.8	690.6	7 Al Majmaah 1	16
38R	543387.5	2869585.9	691.1	8 Al Majmaah 2	16
38R	558229.6	2677561.1	691.4	9 Al Quwaia	16
38R	531017.7	2793747.6	689.2	17 Shaqra 1	16
38R	531005.2	2793766.6	689.4	18 Shaqra 2	16
38Q	565641.7	2249774.2	590.4	19 Al Sulayyil	16
38Q	495650.8	2264403.3	659.7	20 Wadi Al Dawasir	16
38R	476070.3	2919161.9	600.4	21 Al Zulfi	16
38Q	237846.5	2017753.7	2179.2	81 Abha	17
38Q	263929.8	1991274	2451.9	83 Al Yanfa	17
37Q	772604.7	2010359.5	31.3	85 Al Birk	17
38Q	260750	2028197.8	2002.3	86 Khamis Mushait	17
37Q	811965.7	2048604.6	457	90 Muihail Asir	17
37Q	807495.5	1971608	4.1	92 Huridah	17
38Q	294630.3	2000121.7	2401.8	94 Sarat Abiadah	17
38Q	289876.3	1996322.8	2301.8	95 Ain Alwi	17
38Q	344723.2	1954148.1	2142.7	98 Duhran Aljanob	17
38Q	281027.9	1879063.8	156.4	99 Al Aridah	17
38Q	287545.4	1881554.1	167.5	100 Displaced Housing in Rawan	17
38Q	275301.1	1905453.8	167.4	102 Al Aidabi	17
38Q	252294.4	1857330.7	4.4	103 Jazan	17
38Q	264171.3	1901184.5	80	104 / 105 Sabia	17

38Q	276212.2	1827529.9	44.7	106 Samitah	17
38Q	288148.2	1845886.5	91	107 Displaced Housing in Ramadah	17
38Q	264911.2	1827321.7	10.2	108 Displaced Housing in Sihi	17
38Q	280220.5	1841462.8	62.4	109 Displaced Housing in Kharish	17
38Q	264933.1	1827332.8	9.8	110 King Abdullah Housing in Dihama	17
38Q	725528.8	1938537.7	718	113 Sharorah	17
38Q	714581.7	1893912.8	799.8	111 Wadiah	17
38Q	235634.7	2023229.7	2281.6	124 Al Moa'ageen	17
38Q	258675.5	2003062.6	2163.8	125 Al Shaaf	17
38Q	221124.4	1971127.5	212.4	126 Marabah	17
38Q	252589.3	1857560	3.5	128 Abu Arish	17
38Q	282702.6	1861294.1	88.6	129 Displaced Housing in Hamsa	17
38Q	292053.2	1903106.2	278	130 Fifa	17
38Q	195949.7	1848994	5	131 Farasn	17
38Q	238236.3	1936369.2	129.4	132 Bish	17
38Q	434117.6	1948050.1	1243.2	152 South Najran	17
38Q	259264.7	2036027.6	1972.6	112 Araqan	18
38Q	245880.8	2031231.1	2034.7	82 East Abha	18
38Q	258954.8	2217438.3	1166.4	84 Bisha	18
38Q	259370.9	2035830.3	1975.7	87 East Kamis Mushait	18
38Q	262731.9	2048156.3	1901.2	88 Tindaha	18
37Q	804618.4	2113091.2	402.5	89 Majaridah	18
38Q	206539.2	2119797.5	2218.5	91 Namas	18
38Q	196535.8	2033478.9	694.5	93 Rejal Alma	18
38Q	348457.3	2173158	1062.6	96 Al-Qierah	18
38Q	207846.8	2095346.8	2133.4	97 Tanumah STP	18
38Q	258760.9	2217586.1	1162.7	101 Baish	18
37Q	784239.6	2246843.9	1517.8	114 Al Aqeeq	18
37Q	765934.6	2220186.2	2106.2	116 Baha	18
37Q	779509.5	2201320	2001.2	117 Baljurashi	18
37Q	732226.2	2251919.1	1624.8	118 Mandaq	18
37Q	742273.9	2173836.9	232.5	119 Makhwah	18
37Q	763119.1	2161348.8	694.3	120 Gamid Al Zinad	18
37Q	746104.1	2251643.6	2089.9	121 Qara	18
37Q	713582.3	2229956.9	262.5	122 Hajrah	18
37Q	731261.1	2208406.7	370.2	123 Qalwah	18
37Q	810376.5	2174763.3	1887	127 Balqarn	18
38Q	348423.4	2173134.6	1063.9	147 AL-Qierah	18
37Q	505096.2	2516553.4	8	139 Rabiq	19
37Q	639761.4	2224140.9	0.6	142 Alleith	19
37Q	728363.5	2116094.9	13.2	143 Al Qunfudah	19
37Q	593491.3	2330774.8	252.1	145 Albayda	19
37Q	514434.9	2462139.7	14.9	146 Thule	19

Appendix VII

Technical Description of the Project Requirements

Description of the works and services

The works and services to be procured cover rehabilitation, which shall be completed within a period of up to 3 years from the Closing Date, and O&M of each of the STPs for a period of fifteen (15) years in a manner that achieves NWC's objectives as described in this RFQ. It is anticipated that the LTOM Contractors will perform these works and services as follows:

(a) **Phase 1**

Rehabilitation Works that include:

- (i) **Minimum Rehabilitation Works:** the following works are considered minimum requirements: metering and monitoring systems (including flow measurements and sampling), treatment capacity (it will be the LTOM Contractor's responsibility to carry out all necessary verification of critical data and identify all Rehabilitation Works required for all the treatment facilities in each STP to achieve the STP's contractual treatment capacity), TSE disinfection systems, laboratory, SCADA systems, TSE delivery points, by-pass outflow, interconnections, facilities for NWC's use, fencing, gates and access modifications and decommissioning of existing lagoons (if any); and
- (ii) **Other Rehabilitation Works:** in addition to the Minimum Rehabilitation Works, the LTOM Contractor is expected to carry out additional Rehabilitation Works to bring each of the STPs to a level of full compliance with the requirements: odour control, mechanical dewatering, tertiary filtration systems, disinfection systems, facilities cleaning and rehabilitation, back-up power, UPS units, environmental requirements and occupational health and safety measures and equipment.

(b) **Phase 2**

Rehabilitation Works that include:

- (i) **Efficiency Enhancement Works:** upon completing (or in parallel with) the Phase 1 Rehabilitation Works the LTOM Contractor is expected to introduce operational, process control and monitoring measures that are aimed at optimising the operation and enhancing the efficiency and performance of the various units at the STP as well as the entire site; e.g. power and chemicals consumption, automation and control systems and other; and
 - (ii) **Post-Dewatering Sludge Treatment Facilities:** the LTOM Contractor is expected to design, construct, and operate PDSTFs that will treat all of the mechanically dewatered sludge by each of the STPs.
- (c) **Treatment Capacity Upgrades;** The LTOM Contractors may be required to carry out any upgrades that are aimed at de-bottlenecking and utilising the ultimate treatment capacities of each of the STPs; e.g. expanding parts of the STP's headwork, erecting additional aeration capacity at the biological basin or expanding the tertiary treatment facilities and other. These capacity upgrades are meant to reduce or eliminate (to the maximum extent

possible) the need for future expansion(s) or to construct new STPs by NWC to accommodate future flows.

- (d) **Operation and Maintenance:** throughout the LTOM Agreement term (in parallel with Rehabilitation Works), starting on a Closing Date, the LTOM Contractor will assume full responsibility for the operation and maintenance of all STPs in the Package and all attached ancillaries according to the industry's best international practices, and maintain full compliance with the set of GPRs and KPIs as stipulated in the relevant LTOM Agreement.

The works and services described above are considered indicative at this stage, detailed descriptions will be provided for each of the Packages upon releasing the respective RFPs.

Upon releasing the RFPs for this procurement, assessments and all available data for each of the STPs will be provided by NWC to the Pre-Qualified Bidders. The Pre-Qualified Bidders are required, and will be granted access, to visit the sites and perform their own assessments in order to fully inform and satisfy themselves of each STP's current condition and requirements prior to submitting the respective bids.

Sludge Treatment Improvement and Handling

NWC wishes to include the design, construction and operation of the post-dewatering sludge treatment facilities in each of the STP groups identified.

Pre-Qualified Bidders are expected to include in their proposals the design, engineering, construction, financing, procurement, operation and transfer of the newly added sludge treatment facilities as well as a sludge management plan for all sludge produced in the respective STPs for the remainder of the LTOM Agreement term. These sludge treatment facilities shall further treat sludge post-mechanical dewatering to achieve 75% dryness levels as a minimum.

Details of acceptable sludge drying technologies and area (land) available on site for this purpose for each of the STPs will be provided by NWC in the relevant RFP documents.

Environmental requirements

The environmental requirements to apply in these LTOM Agreements are imposed by the applicable bylaws, standards and regulations frameworks in effect in the Kingdom at the time of preparing the agreements; e.g. the 'General Environmental Regulations and Rules for Implementation' and decree M/6-1421H. These frameworks aim at protecting the environment in its entirety (air, water, land and all their contents) by stipulating the acceptance criteria for various parameters that must be considered in STPs, covering aspects associated with treated sewage effluent (TSE) and its reuse applications, biosolids (sludge) handling and management, noise, odour, air quality etc.

Environmental requirements will be further detailed in the RFPs. Each Pre-Qualified Bidder shall provide an outline of its management and mitigation strategy for dealing with any solid, liquid, and/or gaseous emissions and spills, including its proposed documentation procedures and emergency management policies. The Preferred Bidder shall liaise with NWC and the involved authorities in order to define the final design solution and to prepare the ESIA report.

The ESIA report will at minimum cover, but is not limited to, the following tasks:

- collection of baseline data,
- review of the institutional framework for environmental management,
- identification of potential environmental impacts,
- determination of significance of impacts, and
- drafting of an environmental and social action and monitoring plan.

TSE quality requirement and performance mechanism

The LTOM Contractor performance will be measured by:

- TSE quality parameters, based on NCEC and TSE reuse requirements;
- sludge dryness;
- consumption of power based on the proposal;
- LCGPA;
- order and housekeeping: the LTOM Contractor is to maintain the site and its facilities in good conditions generally;
- STP's records and reporting: the LTOM Contractor is expected to maintain proper records of the STP, which may be subject to periodic (announced or un-announced) auditing. The Project Company should also comply with the reporting requirements (daily, weekly, monthly and annually) as detailed in the RFP; and
- STP's availability: the LTOM Contractor is expected to maintain full availability of STP throughout the term of the LTOM Agreement.

The LTOM Contractor is expected to observe and report a set of GPR and KPIs related to different aspects of the STP's operation.