



Request for Proposal

Opportunity:

Acquire and Develop Land Plots

Typology:

Single Family, Commercial, and Mixed Use

Bundles:

1-15

Wave:

Wave 17

Masterplan:

ALMANAR P1 Masterplan

Location:

Makkah, Kingdom of Saudi Arabia

RFP Reference:

RRE-P-RFP-0017

RFP Date:

24 May 2026

Acronyms and Abbreviations

- KSA** - Kingdom of Saudi Arabia

- NDA** - Non-Disclosure Agreement

- RFP** - Request for Proposal

- ROSHN** - ROSHN Group

- SAR** - Saudi Arabian Riyals

- SPA** - Sales and Purchase Agreement

- VAT** - Value Added Tax

Invitation to Submit Price Bids and Documents for Evaluation

Subject: Request for Proposal for land sale in ALMANAR masterplan in Makkah, Kingdom of Saudi Arabia

RFP No. RRE-P-RFP-0017

ROSHN Group (“**ROSHN**”) invites competitive bids from qualified real estate developers (the “**Bidder**” or “**Bidders**”) for the acquisition and development of the designated Bundles, as outlined in this Request for Proposal (the “**RFP**”).

ROSHN’s process aims to identify and recommend a preferred bidder (the “**Preferred Bidder**”) for the Bundle(s) in accordance with the terms and conditions stipulated in this RFP and the Sales and Purchase Agreement (the “**SPA**”), which will be executed by ROSHN and the Preferred Bidder upon the successful conclusion of this process. Bidders submitting price bid proposals will be assessed based on their capability and capacity to undertake the development of the indicated Bundle(s), as demonstrated through the documentation provided in response to the RFP requirements.

Your Proposal, consisting of a price bid and all required supporting documentation, must be submitted as per the instructions in the RFP no later than **21 June 2026**. Any inquiries regarding the RFP must be submitted through the Bidding System by **07 June 2026**.

Please note that all costs and expenses related to the preparation of your Proposal shall be borne exclusively by the Bidder. ROSHN reserves the right to reject any or all Proposals at its sole discretion. Furthermore, the selection of the Preferred Bidder is conditional upon the execution of a formal SPA.

Bidders are reminded to maintain strict confidentiality regarding all information related to the RFP and any proprietary details included in the RFP documentation.

We appreciate your interest in this opportunity and look forward to receiving your Proposal.

Best Regards,

Partnerships Department
ROSHN Group

Table of Contents

1. The Opportunity	5
2. Confidentiality	5
3. Bidding System	6
4. RFP Milestone Dates	6
5. Terms and Conditions of the RFP	7
6. Site Visit	11
7. Examining Documents	12
8. ROSHN Responses	12
9. Sufficiency of Proposal	12
10. Signature of Form of Proposal	13
11. Evaluation	13
12. Post-Tender Interview	14
13. Acceptance of Proposal	14
14. Notice of Award	15
15. The SPA Template	15
16. No Costs or Expenses	15
17. Taxes	16
18. Governing Law	16
19. Illegal Work Regulations	16
20. Permits and Licenses	16
21. ROSHN Polices	16
22. Proposal Submission	17
23. Consortium Bidding	17
24. Document Checklist #1 (To be submitted for each Bundle separately)	19
25. Document Checklist #2 (General Requirements)	20
26. Appendices	21
Appendix 1: Information Memorandum	22
Appendix 2: Planning Requirements and Building Regulations	23
Appendix 3: Sales and Purchase Agreement Template	24
Appendix 4: Bidding System User Manual	25
Appendix 5: Parent Company Guarantee Letter	26
Appendix 6: Parent Company Deed of Guarantee.....	27
Appendix 7: Construction Covenants	28

1. The Opportunity

- 1.1 ROSHN is selling land plots to the Bidder in return to undertake all the necessary actions to ensure design, construction, and delivery of the vertical development within a predefined deadline as stipulated in the SPA (the "**Development**"), and as per Planning Guidelines and Building Regulations. (refer **Appendix 2.1 and 2.2**)
- 1.2 Bidders are subject to the price bids and results of capacity and capability evaluation (the "**Evaluation**"). Therefore, the Bidders are required to:
 - 1.2.1 Bid with a higher price and an accelerated payment plan to receive a higher score in the evaluation; and
 - 1.2.2 Submit all the documents that are listed in **Document Checklist 1 and 2** in items 24 and 25 of this RFP for the purpose of the Evaluation.
 - 1.2.3 In case the Bidder is relying on parent company support, submit **appendices 5 and 6**.
- 1.3 The Bidder shall refer to the Information Memorandum (IM) (enclosed along with this RFP as Appendix 1) for further details on the opportunity commercial terms and payment plan.
- 1.4 The Bidder should submit their lump sum price for each Bundle and provide the breakdown of the payment plan in both percentage and Saudi Riyal formats.

2. Confidentiality

- 2.1 For the purpose of this RFP, "**Confidential Information**" includes any information or data:
 - 2.1.1 That is given to the Bidder by or on behalf of ROSHN in relation to the RFP or which comes to the Bidder's knowledge during the course of the RFP process including any plans, drawings, designs, etc. supplied to the Bidder or in any way communicated to the Bidder by ROSHN; including; but not limited
 - 2.1.2 To the following:
 - a) concerning the Bidder's Proposal;
 - b) that is marked "confidential"; or that a reasonable person would expect to be confidential from its nature and content
 - 2.1.3 information which, at the time of disclosure, was not already in the public domain.
- 2.2 The Bidder shall restrict disclosure of the information contained in this RFP to those professional advisors, employees and subcontractor personnel on a "need to know basis" who require it solely to respond to this RFP. The Bidder and all Bidder's personnel shall not disclose any information about the RFP or the project to any third party without first obtaining ROSHN's prior written permission, unless such disclosures are explicitly permitted herein.

2.3 The Bidder must:

- 2.3.1 Ensure that all team members of the Bidder maintain confidentiality of all Information concerning the Proposal.
- 2.3.2 Implement such procedures as a reasonably prudent and competent Bidder would implement, to ensure that no Confidential Information concerning the Proposal is transmitted or disclosed by a team member to any person who is not a team member of the Bidder, or any other person identified as an unauthorized person by ROSHN; and
- 2.3.3 If such procedures prove to be deficient in maintaining the confidentiality of all Confidential Information concerning the Bidder, take immediate steps to rectify such deficiency.

3. Bidding System

- 3.1 Bidding System is an electronic system introduced by ROSHN to manage the end-to-end bidding process.
- 3.2 This is an interactive tool developed to launch opportunities, gather interests, communicate with Bidders, receive & evaluate proposals.
- 3.3 **All communication between ROSHN & Bidders, filling of proposal forms and proposals submissions are required to be through the Bidding System.**
- 3.4 However, in an unexpected event of technical issues in the system if any, which may delay the transaction, ROSHN will notify the Bidders of alternate course of action.

For further guidance on the Bidding System, please read the Bidding System User Manual enclosed as **Appendix 4** along with this RFP.

4. RFP Milestone Dates

- 4.1 The table below indicates the milestones and the due date for the Bidder to adhere to:

Stage	Activity	Date
1	RFP issue date	24 May 2026
2	Deadline for Enquiries Submission ⁽¹⁾ (i.e., on the SPA, RFP, or any others)	07 Jun 2026
3	Proposal submission deadline	21 Jun 2026
4	Identify the Preferred Bidder	To be determined
5	Sale and Purchase Agreement Signing	(5) Five Working Days from the Notification Date

⁽¹⁾ Bidders must submit all enquiries regarding the RFP/bidding documents and/or the SPA before the Deadline for Enquiries Submission. No enquiries will be accepted after this date.

- 4.2 Should the Bidder have any requests for clarifications or interpretations concerning the SPA template (**Appendix 3**), or the RFP, or requests to inspect the “the Bundle”; such requests shall be submitted through the Bidding System in accordance with the dates set out in the table above.
- 4.3 All Proposals must be submitted in the Bidding System, in accordance with the procedures specified in Section (**Proposal Submission**), prior to the proposal’s submission deadline.
- 4.4 Unless any addenda issued by ROSHN extending the date for submission of the Proposal, the RFP milestone dates are fixed and firm.
- 4.5 No extensions shall be granted, and Proposals will not be accepted after the proposal submission date.
- 4.6 ROSHN is under no obligation to approve a Bidder’s request for an extension to the Proposal Submission Date. Isolated personal or business circumstances that interfere with a Bidder’s ability to meet the established deadline will not be considered valid justification for a timeline extension.
- 4.7 ROSHN will not be responsible if the Bidder did not submit the bid in accordance with the guidance laid out in Bidding System User Manual (**Appendix 4**).
- 4.8 The Bidder shall **not** deliver the proposals by hand, or courier, or email, or telefax or telephone. All Proposals are to be submitted only through the Bidding System.

5. Terms and Conditions of the RFP

- 5.1 This RFP is being issued to select developers to undertake all the necessary actions to ensure design, construction, and delivery of the residential and commercial units within a predefined deadline as stipulated in the SPA, and as per the Building Codes. (refer **Appendices 2 to 3**)
- 5.2 ROSHN requires that the developer complete the Development within a maximum **36-month duration from the Sales and Purchase Agreement Date.**
- 5.3 This RFP is an invitation for the Bidders to respond.
- 5.4 This RFP is not an offer by ROSHN, and is not intended to, and does not, give rise to any contractual relationship between the Bidder and ROSHN at any time.
- 5.5 No contractual obligation shall arise from this RFP process unless, and until, a formal SPA is signed and executed by duly authorized officers of ROSHN.
- 5.6 Content of this RFP and any attached documents shall be kept strictly confidential and will only be used for the purposes of this RFP.
- 5.7 Should the Bidder need to involve other parties, or vendors, in the preparation of their Proposal, the Bidder agrees, undertakes, and covenants to treat such disclosures as being subject to the Non-disclosure Agreement (the “**NDA**”).

- 5.8** Bidders understand and agree that all records, data, and documentation associated with the Opportunity are proprietary and confidential.
- 5.9** Further instructions to Bidders and any addenda may also be issued by ROSHN. Proposals should be submitted only in response to this RFP and addenda.
- 5.10** Bidders' failure to prepare its Proposal, in accordance with the instructions contained in this RFP and any subsequently issued addenda, including the formatting, labeling and numbering requirements, may cause disqualification, at ROSHN's sole discretion.
- 5.11** Without prejudice to any terms and conditions subsequently agreed between ROSHN and the Bidders, the following general terms and conditions will govern the engagement with the Bidders:
- 5.11.1 All Proposals must be submitted in the Bidding System in English language.
- 5.11.2 All enquiries must be submitted in the Bidding System in English language.
- 5.11.3 All Bidders commit to protect the confidential information relating to the services provided, in accordance with this RFP and the signed NDA with ROSHN.
- 5.12** The Bidder is required to submit a '**Bona Fide**' Proposal, intended to be competitive and not to fix or adjust the amount of the Proposal by or in accordance with any agreement or arrangement with any third party.
- 5.13** The Bidder is also obliged to ensure that it has not and will not at any time before the hour and date for the lodgment of this Proposal, do any of the following acts:
- 5.13.1 Communicate to any person the details of the Proposal except where the disclosure, in confidence, of the details of was necessary for the preparation of the Proposal.
- 5.13.2 Enter into any agreement or arrangement with any third party.
- 5.13.3 Offer, pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this Proposal or any other Proposal or proposed Proposal for the Offer for any act or deed of the sort described above or commit any act or omission that would be contrary to the applicable laws and regulations in the Kingdom of Saudi Arabia.
- 5.13.4 In the context, the word "person" includes any persons or anybody or association, corporate or otherwise; and any "agreement or arrangement" includes any transaction, formal or informal, and whether legally binding or not.
- 5.14** ROSHN reserves the right at its sole discretion to accept or reject any or all of the proposals, suspend, cancel, vary the intended selection process and amend the RFP, request the re-submission of the proposals, request clarifications from the Bidder(s), request additional documents, or withdraw the RFP in part or in whole without providing justification or notice or select any Bidder as a preferred Bidder.

- 5.15** Any responses or comments received from the Bidder after the submission of the RFP or the deadline of submission will not be considered, unless explicitly requested by ROSHN at its absolute discretion.
- 5.16** The Bidder must disclose any conflicts of interest or material interest that exist or are expected to arise during the bidding as well as the execution of the Opportunity, including conflicts related to the firm's shareholders, leadership, team members, partners, affiliates, subsidiaries, officers, directors, employees, agents and anyone acting on its behalf (collectively, the "**Representatives**").
- 5.17** Bidder agrees to inform ROSHN, in writing, if any conflict of interest or material interest event arises after submitting the proposal or at any stage following Project awarding.
- 5.18** For the avoidance of doubt, conflict of interest or material interest includes but is not limited to having a personal business, or other relationship or association with any official or a family member of such official up to a Forth Degree Relative who may have responsibility for oversight of any business activities of ROSHN other than relationships or associations that have been disclosed in writing to ROSHN.
- 5.19** ROSHN reserves the right to suspend and/or cancel the selection process or withdraw the Project awarding at any stage if any unlawful practices or unethical activities carried out by the Bidder are discovered, including (but not limited to) gifts, kick-backs, and commissions or breach or failure to promptly disclose any conflict of interest or material interest as stipulated in this RFP.
- 5.20** ROSHN reserves the right to seek retribution in the event of non-compliance by the Bidder with any of the general terms listed in this RFP or the signed NDA. Such retribution may include but is not limited to suspension of all work and services being rendered, as well as financial and/or legal compensation.
- 5.21** The Bidder represents and warrants to ROSHN that:
- 5.21.1 Bidder and its Representatives are following all applicable anti-bribery and anti-corruption laws.
- 5.21.2 Neither the Bidder nor to its knowledge any of its Representatives has, directly or indirectly, offered, paid, promised or authorized the giving of money or anything of value to any:
- (a) Government Official (as defined below);
 - (b) person or entity; or
 - (c) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to a Government Official or another person or entity;
- 5.21.3 For the purpose of this RFP:

- (a) influencing any act or decision of such Government Official or such person or entity in his or its official capacity, including a decision to do or omit to do any act in violation of his or its lawful duties or proper performance of functions; or
- (b) inducing such Government Official or such person or entity to use his or its influence or position with any Government Entity or other person or entity to influence any act or decision;

5.21.4 For purposes of this RFP:

- (a) "**Government Official**" means (i) any director, officer, employee, agent or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (ii) any royal or ruling family member; or (iii) any agent or representative of any of those persons listed in subcategories (i) and (ii).
- (b) "**Government Entity**" means (i) any national, state, regional or local government (including, in each case, any agency, department or subdivision of such government); (ii) any entity or business that is owned or controlled by any of those bodies listed in subcategory (i) or (iii) any international organization.
- (c) "**Relative**":
 1. First Degree: Mother, Father, Grandparents and above.
 2. Second Degree: Children, grandchildren and below.
 3. Third Degree: Brothers, Sisters, Step sisters and step brothers and their children and grandchildren.
 4. Fourth Degree: Uncles, Aunts, Step Uncles and Aunts and their Children.
 5. Fifth Degree: Relatives apply on the wife relatives.

5.22 Bidder is adopting and maintaining adequate policies, procedures and controls to ensure that such Bidder is complying with all applicable anti-Bribery and anti-corruption laws, including at a minimum policies and procedures relating to prevention of bribery, accounting for financial transactions, due diligence on third parties and training of personnel.

5.23 The Bidder agrees that the Proposal shall remain open for acceptance for a period of 120 days after the Proposal Submission Date, or the next regular business day for ROSHN, if the end of the 120-day period falls on a weekend or holiday, unless extended by a formal Addendum.

5.24 All fees, rates and prices provided in the Proposal shall be in SAR (Saudi Arabian Riyals).

5.25 The **Bidder's Proposal shall not contain any Bidder's conditions on proposal**. Where any such conditions are included, they shall be deemed to have been renounced by ROSHN.

5.26 The Bidders will not be permitted to make corrections or amendments to their Proposals for any reason whatsoever after the Proposal Submission Date.

- 5.27** The Bidder is responsible for reviewing the SPA (**Appendix 3**) entirely and carefully.
- 5.28** If the Bidder finds any errors or discrepancies in, or omissions from the SPA (**Appendix 3**), or if any part of the SPA appears unclear or ambiguous, the Bidder is responsible for requesting clarification or interpretation before the Proposal Submission Date.
- 5.29** ROSHN will not accept or be held responsible for any claims at any time for any miscalculations or misunderstanding by the Bidder.
- 5.30** ROSHN will not accept or be held responsible for any claims at any time for the Bidder preparation of the Proposal.
- 5.31** Unsuccessful Bidders shall discard any documents included in this RFP, in a timely manner, after receiving a regret letter from ROSHN team stating their disqualification.

6. Site Visit

- 6.1** Bidders are encouraged, at their cost and responsibility, to visit the site and are responsible for obtaining all information which may be necessary for the purpose of preparing a Proposal and entering into the SPA.
- 6.2** Bidders will, in accordance with this Section 6 be given permission to visit the Site entirely at their own risk.
- 6.3** ROSHN will not be responsible for any loss, damage or injury arising from the site visit, howsoever caused.
- 6.4** Each Bidder shall carefully examine the RFP and satisfy itself as to risks, obligations, and responsibilities to be undertaken.
- 6.5** Access to the site is restricted and proper access will be organized by ROSHN.
- 6.6** Bidders intending to visit the site will have to forward the following details to partnership@roshn.sa, **with 48 hours prior notice**, so the appropriate date and security passes can be organized:
- Vehicle type and data of registration plate
 - Driver's and passenger's names
- 6.7** Bidders are encouraged to inspect the subject land plots. They should satisfy themselves relative to all general and local conditions (including municipality and zoning guidelines and regulations) that may affect their obligations.
- 6.8** In the event of a failure by a Bidder to inspect the "the Bundle" will not constitute grounds for adjustment of a Proposal after opening nor after signing the SPA.

7. Examining Documents

- 7.1 Any data provided to Bidders by ROSHN or its affiliates or advisors is given without any guarantee that the data as shown is truly representative of the “the Bundle”. The provision of this information does not absolve the Bidder from responsibility for making its own interpretation and judging the completeness and accuracy of the information given.
- 7.2 Failure of Bidders to inspect/review any of the information or carry out such investigations or tests which may be necessary to submit a Proposal shall not absolve the Bidders from their obligations and responsibility in submitting a compliant Proposal nor shall it constitute the basis of any claim, variation for additional time or costs associated with the Proposal.

8. ROSHN Responses

- 8.1 ROSHN at its discretion may answer requests for clarifications or interpretations, and any apparent discrepancies or omissions in the RFP.
- 8.2 Information requests from Bidders that require direction, design elements, construction methods or other areas that fall under the judgement and authority of the Bidder will be refused.
- 8.3 ROSHN will provide responses to Bidder’s enquiries through the Bidding System.

9. Sufficiency of Proposal

- 9.1 The Bidder shall carefully comprehend this RFP and shall obtain all other information it may require enabling it to submit a Proposal. ROSHN will not entertain claims of any nature arising out of or resulting from the Bidder’s failure to do so.
- 9.2 By the submission of a Proposal, the Bidder is deemed to have acknowledged that it has satisfied itself before submission as to the correctness and sufficiency of its Proposal to cover all of its obligations under any SPA that may result out of this RFP.
- 9.3 Should anything which is usually or necessarily supplied with equipment or materials or services of the nature of those forming the subject of this RFP be omitted from either this RFP, the successful Bidder shall supply or execute the same as if it had been particularly specified or shown without any claim for extra payment or extensions of time.
- 9.4 The Bidder shall, in developing its price, program, equipment, manpower, and other needs and strategies for undertaking the Bundle development, take full account of the political, social, administrative, bureaucratic and customary systems and procedures, weather constraints, location, labor availability, etc., in the region, and no claim under the applicable conditions of the SPA or otherwise shall arise because of delays or inabilities occasioned by such influences.

10. Signature of Form of Proposal

- 10.1 The Bidder shall provide satisfactory evidence of the authority of the Bidder's signatory, as requested by ROSHN.
- 10.2 The Bidder shall include a separate summary list of all attachments submitted with the Instructions to Bidders.
- 10.3 When submitting the Proposals, the Bidder must sign the Form of Offer.
- 10.4 Each Bidder shall show in the form of Proposal the full legal name, business registration number and business address of the Bidder, including the street address, if different from the mailing address, and it shall be signed with the usual signature of the person or persons authorized by the Bidder.
- 10.5 Evidence of the authority of any signatory on behalf of the Bidder shall be furnished in the form of a Resolution of the Board of Directors or Members as the case may be.
- 10.6 Each Proposal must be dated.
- 10.7 The name of each signatory shall be clearly printed below each signature.
- 10.8 The Bidder shall initial all pages of the Proposal Documents and sign the last page of each.
- 10.9 Failure to adhere to the requirements noted in the **(Proposal Requirements Section)** shall be, in the sole discretion of ROSHN, grounds for dismissal of Bidder's Proposal without consideration or review.

11. Evaluation

- 11.1 ROSHN will evaluate the Proposals of the Bundle based on the following:
 - 11.1.1 Evaluate the Price Bids based on the highest price proposed and the accelerated payment plan; and
 - 11.1.2 Evaluate the capacity and capability of Bidders to undertake the Development for the respective Bundles they bid for
- 11.2 ROSHN might also evaluate other aspects such as project duration and funding strategy, or any other evaluation criteria, as deemed needed.
- 11.3 ROSHN reserves the right to do any one or more of the following:
 - 11.3.1 Cancel or re-issue this RFP at any time;
 - 11.3.2 Accept, in its sole discretion, any one or more of the Proposals;

- 11.3.3 Accept all or part of any Proposal;
 - 11.3.4 Accept a non-compliant Proposal;
 - 11.3.5 Not award a SPA to any of the Bidders;
 - 11.3.6 Waive any irregularities, omissions or errors in any Proposal; and
 - 11.3.7 Proceed, at ROSHN's sole discretion, to perform the Bundle development in such other manner as ROSHN may elect.
- 11.4** Bidders must refrain from communicating with any department of ROSHN aside from the official point of contact from Partnership Department regarding their Proposal, from the submission of their Proposals until the awarding of the SPA.
- 11.5** The Bidder shall not contact any employees, officers, or agents of ROSHN after the Proposal Submission Date with the objective of obtaining information concerning the evaluation process or to influence the evaluation of the Proposal.
- 11.6** Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process.
- 11.7** If the Bidder breaches clause 11.6, ROSHN may, at its sole discretion, disqualify the Bidder.
- 11.8** The Bidder agrees that no undertakings, suggestions or implications during the process of negotiation between the Bidder and ROSHN to the effect that the Bidder's Proposal has been or is likely to be accepted by ROSHN and will result in a SPA coming into existence.
- 11.9** A SPA will only come into existence when the duly authorized representatives of the Bidder and ROSHN sign the formal SPA.

12. Post-Tender Interview

- 12.1** The Bidders shall note that as part of the selection process, they may be requested to attend a post-bid interview in ROSHN's offices or any venue selected by ROSHN in Riyadh, KSA to present their strategy, capabilities, experience and vision for delivering the development on the Bundle.
- 12.2** All costs associated with the post-bid interview shall be at the Bidder's own expense

13. Acceptance of Proposal

- 13.1** ROSHN does not bind itself to accept any Proposal but reserve the right to accept or reject any Proposal in whole or in part.
- 13.2** ROSHN is also not bound to assign a reason for the rejection or acceptance of any Proposal.

- 13.3 Proposals will not be opened to the public.
- 13.4 Bidders will be advised, in writing, of their success or failure in securing the award of any SPA.
- 13.5 Bidders understand and accept that ROSHN has the right, after Proposals are opened, and before a SPA is awarded, to enter negotiation and discussions with one or more Bidders short-listed on a price, program, funding, or technical basis, with a view to the clarification, improvement or amendment of any particular Proposal.
- 13.6 Bidders understand that ROSHN might require additional information or documents that are necessary to perform the Evaluation

14. Notice of Award

- 14.1 If ROSHN selects the Proposal, it may, at ROSHN's sole discretion, issue a letter acknowledging acceptance of the Proposal conditional on the Bidder executing the required number of copies of the fully executed SPA containing terms and conditions and providing such other documentation as may be required by ROSHN.

15. The SPA Template

- 15.1 The SPA template is provided with this RFP in **(Appendix 3)**.
- 15.2 The Bidders are required to take full consideration of ROSHN SPA terms and conditions when submitting their proposal.
- 15.3 To the extent there are any inconsistencies between this RFP and the SPA, the conditions of the SPA shall prevail.
- 15.4 The conditions of the SPA are ROSHN standards, and bidders are expected to accept and comply with all the requirements.
- 15.5 **Should the Bidders have any markups, exceptions, or qualifications they should clearly state these within the "List of Exceptions" in the Proposal along with the marked-up SPA template in track changes mode.**
- 15.6 **ROSHN may, at their sole discretion, disqualify any Bidder that has exceptions or qualifications to the conditions of the SPA after the Proposal Submission Date.**

16. No Costs or Expenses

- 16.1 ROSHN shall not, under any circumstances, pay any costs or expenses incurred by any Bidder in preparation or submission of a Proposal or are liable to the unsuccessful Bidders for any loss or damage that the unsuccessful Bidder may suffer or incur as a result of its Proposal not being accepted. In this instance whereby, the Bidder is unsuccessful with its Proposal, the Bidder shall

at its sole expense return to ROSHN all of the RFP documents and any other information supplied by ROSHN, having regard to the Confidentiality Undertaking, which the Bidder has given.

17. Taxes

17.1 For the avoidance of doubt, it shall at all times, remain the sole responsibility of the Bidder to:

17.1.1 assess the VAT and/or WHT rate(s) and VAT or WHT liability arising out of or in connection with the SPA; and

17.1.2 account for or pay any VAT (and any other tax liabilities, such as With Holding Tax (WHT), or White Land Tax (WLT)) relating to the SPA to the relevant Tax Authority.

17.2 ROSHN shall not be liable to the Bidder in any way whatsoever for any error or failure made by the Bidder in relation to VAT or any other taxes.

18. Governing Law

18.1 The RFP shall be governed by and construed in accordance with the Laws of KSA.

18.2 Each Bidder shall at all times comply with the laws and regulations of KSA.

18.3 The SPA will be governed by, and construed in accordance with, the laws of KSA.

19. Illegal Work Regulations

19.1 The Bidder shall certify that he is and will comply with fiscal and social security obligations in force and that the Services will be performed by employees having the required skills and experience.

20. Permits and Licenses

20.1 It is the responsibility of the Bidder to obtain all approvals, permits and licenses necessary to develop the Bundle, including the construction, ownership, operation and maintenance of various components of the project to be developed on the Bundle. It is emphasized that the responsibility for identifying and obtaining the consents and licenses rests solely with the Bidder.

21. ROSHN Policies

21.1 The Bidder will be performing its obligations under the SPA in a complex environment with work under a number of other contracts being performed concurrently. The Bidder shall allow for this operating environment and shall comply with all instructions issued to it by ROSHN from time to time (which may include compliance with any ROSHN policy/guidance documentation) in relation to but not limited to design, construction, operation and health & safety.

22. Proposal Submission

- 22.1** Bidders must submit their Proposal/s in accordance with the guidance laid out in the **Bidding System User Manual (Appendix 4)**.
- 22.2** **Bidders must submit their Proposal/s only through the Bidding System. No other submission method will be accepted.**
- 22.3** The Bidders must refrain at all the time to submit the Proposal via email or by hand. Doing such might lead to the proposal being disqualified and disregarded.
- 22.4** Bidders are requested to ensure that all applicable documents in **Document Checklist 1 and 2** are uploaded and submitted in the Bidding System.
- 22.5** The Bidder should refrain from submitting irrelevant documents e.g. marketing material.
- 22.6** The Bidders shall not submit any unrequested information.
- 22.7** Any Proposals that are unsigned (wherever required), incomplete, conditional, illegible, obscure, late, modified, or which contain additions not called for, reservations, erasures, alterations, or irregularities of any kind may be, at ROSHN's sole discretion, rejected. However, ROSHN reserves the right to accept any such Proposal.

23. Consortium Bidding

- 23.1** The Consortium parties should jointly submit a single proposal.
- 23.2** All of the Consortium parties should enter into a Consortium Agreement that should be attested by related authority prior to submitting the Proposal.
- 23.3** The Consortium Agreement shall:
- 23.3.1 Include a joint commitment or severally fulfill the terms and conditions as defined or to be defined by ROSHN;
- 23.3.2 Define the legal representative of the Consortium Parties to complete the contracting procedures, signing the SPA, and carrying out the responsibility for the signatures and communications with ROSHN and fulfill the SPA;
- 23.3.3 Define the various responsibilities of the Consortium Parties;
- 23.3.4 Not to be amended after the submission of the bidding proposal without the consent of ROSHN; and
- 23.3.5 Also define and include, but not limited to:

- (a) The financial, technical, and personal contribution of each Consortium Parties to the consortium;
- (b) Future contractual arrangements between the consortium members if the consortium's Proposal is successful;
- (c) The appointment of each Consortium Parties' representative for the purpose of dealing with other Consortium Parties';
- (d) Intellectual property;
- (e) Termination and withdrawal; and
- (f) Confidentiality.

23.4 The lead partner must be legally registered entity in the Kingdom of Saudi Arabia.

23.5 The SPA will be issued in favor of Lead Partner only.

23.6 All members must name the lead member and authorize this member to represent the association and to receive payments on behalf of the other members. The members must also acknowledge joint and several liabilities for performing the SPA.

23.7 A corresponding written authorization must be attached to the Proposal.

23.8 When submitting the Proposal, the following should be fulfilled:

23.8.1 The bidding proposal documents should be stamped and signed by all the Consortium Parties, and the original Consortium Agreement should be attached to the Proposal.

23.8.2 Any of the Consortium Parties, jointly or severally, cannot submit a separate proposal.

24. Document Checklist #1 (To be submitted for each Bundle separately)

Bidders are required to submit their proposals in accordance with the following requirements:

#	Document	Note
1	Form of Offer	Fill electronically, export, sign, stamp, and upload to the system.
2	Equity Commitment Letter	Export, sign, stamp, and upload the PDF to the system. The Bidder is encouraged to use the letter template from the system.
3	Proof of Funds for downpayment availability or Bank confirmation	Upload the PDF to the system.
4	Project Feasibility for the Bundle	Upload the PDF or excel document to the system.

25. Document Checklist #2 (General Requirements)

All documents must be submitted in the Bidding System. Failure to submit any required document or the completed checklist may result in disqualification.

#	Document	Action Required	
1	Acceptance of the SPA Terms and Conditions	Export, print, sign, stamp, and upload as a PDF to the Bidding System.	
2	Declaration of No Conflict of Interest		
3	Form 1.1 – Development Project Details (Residential)		Fill electronically
4	Form 1.2 – Development Project Details (Commercial – Built to Lease)		
5	Form 1.3 – Development Project Details (Commercial – Built to Sell)		
6	Form 2 – Financial & Organizational intake form		
7	Form 3.1 – List of Lawsuits as Claimant		
8	Form 3.2 – List of Lawsuits as Defendant		
9	Form 4.1 – Projected land sale performance for the Bundle that you are bidding for		
10	Form 4.2 – Sale performance for your past and current projects		
11	Audited Financial statement for 2022	Upload as a PDF to the Bidding System	
12	Audited Financial statement for 2023		
13	Audited Financial statement for 2024		
14	Audited/Reviewed Financial statement for 2025		
15	Holding/Parent Company Commercial Registration (if any)		
16	Article of Association		
17	Power of Attorney for the authorized signatory		
18	Record of Shareholders		
19	REGA registration		
20	SIMAH detailed report (not older than 3 months)		
21	Credit support or facility letter from the bank		
22	Development Program for the Bundle that you are bidding for		
23	Consortium Agreement (if applicable)		
24	Company Value Added Tax Number		
25	Company National Address		
26	Company Commercial Registration		
27	General Authority for Zakat and Income Certificate		
28	Chamber of Commerce membership		
29	General Organization for Social Insurance Certificate		
30	Saudization certificate (QIWA)		
31	Health and Safety Policy		

Note: For Consortiums, the lead partner should submit both complete Checklist #1 and Checklist #2, and the other partners should submit only Checklist #2.

26. Appendices

Appendix 1: Information Memorandum

Appendix 2: Planning Requirements and Building Regulations

Appendix 3: Sales and Purchase Agreement - Template

Appendix 4: Bidding System User Manual

Appendix 5: Parent Company Guarantee Letter - Template

Appendix 6: Parent Company Deed of Guarantee – Template

Appendix 7: Construction Covenants

Appendix 1: Information Memorandum

[Enclosed]

Appendix 2: Planning Requirements and Building Regulations

[Enclosed 2.1 and 2.2]

Appendix 3: Sales and Purchase Agreement Template

[Enclosed]

Appendix 4: Bidding System User Manual

[Enclosed]

Appendix 5: Parent Company Guarantee Letter

[Enclosed]

Appendix 6: Parent Company Deed of Guarantee

[Enclosed]

Appendix 7: Construction Covenants

1. AMENDMENT, DISCLAIMER OF LIABILITY

These Construction Regulations may be amended or restated from time to time by ROSHN, in its sole discretion. ROSHN will provide a copy of any such amendments or restatements to the Purchaser in writing before they become effective.

Save to the extent set out elsewhere in these Construction Regulations, no review, comment or approval conducted, issued or granted by ROSHN pursuant to these Construction Regulations shall operate to exclude or limit the Purchaser's obligations or liabilities, or ROSHN's rights, under the Sales and Purchase Agreement. Any approval granted by ROSHN under these Construction Regulations shall be granted in its capacity as seller under the Sales and Purchase Agreement and not in any statutory or other capacity.

2. INTERPRETATION AND DEFINITIONS

Capitalized terms used in these Construction Regulations but not otherwise defined shall have the meanings ascribed to them in the Sales and Purchase Agreement and the following words shall have the meanings set out below:

"Deleterious Materials" means materials which are generally known at the time of use to be deleterious to health or safety or likely adversely to affect durability in the particular circumstances in which they are used or other substances or materials not in accordance with codes of practice or good building practice;

"Existing Environmental Condition" means any condition of the environment, whether within or outside the Bundle, existing prior to the date of execution of the Sales and Purchase Agreement, which condition relates to or arises from the presence, handling, use, transportation, storage, release or disposal of any Hazardous Material;

"Hazardous Materials" means any natural or artificial substance (whether in solid, liquid or gaseous form) capable of causing harm to any human or any other living organism or posing a threat to public safety, including any pollutants and any hazardous toxic, radioactive, noxious, corrosive or dangerous substances which are regulated by applicable law;

"Temporary Works" means all temporary works of any kind required on the Bundle for the execution and completion (including remedying defects) of the Purchaser's Works; and

"Variation" means the making of any variation, alteration or addition to or deletion from the architectural design file.

3. WORKS OBLIGATIONS

3.1 Compliance with Standards

The execution and completion of the Purchaser's Works on the Land Plots shall comply with applicable law (including building, construction and environmental laws), the Kingdom of Saudi Arabia's technical standards and any other standards, guidelines and regulations applicable to the Purchaser's Works.

3.2 Co-operation

The Purchaser shall, as may be instructed by ROSHN (or its representatives) from time to time, allow appropriate opportunities for observation and/or carrying out work (as appropriate) by ROSHN's representative and ROSHN's other personnel and representatives, any other owners and their respective personnel and representatives, the personnel of any relevant authority or utility provider or any other undertaking which has any jurisdiction with regard to the Real Estate Community or any portion thereof or with whose systems or property the Purchaser's Works or any other works in the Real Estate Community is or will be connected or who may be employed in the execution on or near the Bundle of any work not included in the Purchaser's Works.

3.3 Avoidance of interference

(a) The Purchaser shall not interfere unnecessarily or improperly with:

1. the convenience of the public;
2. the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of ROSHN or of others; or
3. the access to and use of development plots within the Real Estate Community by other owners, occupiers, developers and contractors.

(b) The Purchaser shall indemnify and hold ROSHN and its agents and representatives harmless from and against all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

3.4 Safety procedures

(a) The Purchaser shall be responsible for initiating, providing and maintaining an appropriate health and safety regime on the Bundle, during the carrying out of the Purchaser's Works and during the remediation of any defects.

(b) The Purchaser shall:

1. comply with all applicable law relating to health and safety;
2. have full and proper regard for and take such steps as are reasonably necessary to protect the health and safety of all persons entitled to be on the Bundle;
3. take such steps as are reasonably necessary to keep the Bundle clear of unnecessary obstructions and/or hazards so as to avoid danger to persons;
4. provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Purchaser's Works, for the use and protection of the public and of the owners and occupiers of all neighboring land; and
5. comply with all recommendations regarding fire protection made by Civil Defense and any insurers providing insurance in respect of the Purchaser's Works or any portion thereof.

- (c) The Purchaser shall also appoint an accident prevention officer, responsible for maintaining safety and protection against accidents (the "Accident Prevention Officer"). The Accident Prevention Officer shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Purchaser's Works, the Purchaser shall provide whatever support is required by the Accident Prevention Officer person to exercise this responsibility and authority.
- (d) The Purchaser shall maintain records and make reports concerning the health, safety and welfare of persons and damage to property as ROSHN may reasonably require and shall send to ROSHN details of any accident in relation to the Purchaser's Works and/or any person invited onto the Bundle as soon as reasonably practicable after its occurrence.

3.5 Working hours

- (a) The Purchaser shall have due and proper regard to all nationally recognized festivals, days of rest and religious or other customs in the Kingdom of Saudi Arabia.
- (b) Subject to the written consent of ROSHN (which consent shall not be unreasonably withheld) and on no less than five (5) business days' notice, the Purchaser may carry out the Purchaser's Works outside the Standard Working Hours, provided always that the Purchaser shall consider:

the likely disturbance to ROSHN and the other owners (and their respective agents and occupiers) within the immediate area where the Purchaser's Works are to be undertaken;

the likely disturbance to adjacent areas, ROSHN and the other owners (and their respective agents and occupiers) that may be affected by the Purchaser's Works; and

1. compliance with applicable law and required approvals.

3.6 Security of the Land Plots

The Purchaser shall be responsible for keeping unauthorized persons off the Land Plots and persons authorized by the Purchaser to enter the Land Plots shall be limited to the Purchaser and its contractors.

3.7 Designated Routes

Once the designated routes have been determined by ROSHN (and in any event not less than thirty (30) business days before the commencement of the Purchaser's Works), ROSHN will identify the designated routes and provide the Purchaser with a copy of a plan showing such designated routes.

3.8 Notice of Entry onto the Land Plots

The Purchaser shall provide ROSHN with not less than thirty (30) business days' notice of its intention to enter the Land Plots to commence the Purchaser's Works.

3.9 Operations on the Land Plots

The Purchaser shall confine its operations to the Land Plots and shall take all necessary precautions to keep the contractors and equipment within the Land Plots and restrict travel to the designated routes.

3.10 Utility Services during the Purchaser's Works

The Purchaser shall be responsible for the provision of all utility services and other services it may require while carrying out the Purchaser's Works, except to the extent that such supplies are available on the Land Plots. The Purchaser shall, at its own risk and cost, provide any equipment necessary for the use of the services and for measuring the quantities consumed and provide payment to ROSHN (or to such other person as ROSHN may direct) for any utility services and other services consumed during the construction of the Purchaser's Works.

3.11 Transport of goods

1. The Purchaser shall give ROSHN not less than two (2) business days' notice of the date on which any plant or other major item of other goods will be delivered to the Land Plots.
2. The Purchaser shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all plant, goods, materials and other things required for the Purchaser's Works.
3. The Purchaser shall indemnify and hold ROSHN and its agents harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of plant, goods, materials, and shall negotiate and pay all claims arising from their transport.

3.12 Royalties, rents and payments

Unless stated otherwise, the Purchaser shall pay all royalties, rents and other payments:

- (a) for natural materials obtained from outside the Land Plots;
- (b) for the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Land Plots are specified by ROSHN from time to time; and
- (c) which may be payable to third parties in respect of the Purchaser's Works.

4. ENVIRONMENTAL PROTECTION

4.1 General

- (a) The Purchaser shall take such steps as are reasonably necessary to protect the environment (both within and outside the Land Plots) and to minimize any damage and nuisance to people and property resulting from pollution, noise, dust and other results of the Purchaser's Works.

- (b) The Purchaser shall ensure that emissions, surface discharges and effluent from the Purchaser's Works shall not exceed the limits prescribed by applicable law.
- (c) Without limiting the generality of the foregoing, the Purchaser shall:
1. take such steps as are necessary to avoid any exposure to, or the escape, release or discharge of, any Existing Environmental Condition affecting the Land Plots which may be detrimental to the health or safety of persons on the Land Plots or the public or the environment and shall take such further steps as may be necessary to remove or render harmless any Existing Environmental Condition (or any contamination related thereto) which may be encountered while carrying out the Purchaser's Works;
 2. take such steps as are necessary to avoid any escape, release or discharge of Hazardous Materials or other contaminants and, prior to the Building Completion Date, ensure that all Hazardous Materials brought onto or created on the Land Plots or the designated routes during the carrying out of the Purchaser's Works are removed and disposed of in accordance with applicable law and shall clear up or render harmless any contamination which may have been caused by any Hazardous Materials while carrying out the Purchaser's Works; and

indemnify and hold ROSHN harmless against any costs, losses, expenses, liabilities, damages or claims arising out of or in connection with a breach by the Purchaser of its obligations.

4.2 Deleterious Materials

The Purchaser warrants and undertakes to ROSHN that the Purchaser has taken and shall take all reasonable care to ensure that Deleterious Materials have not been specified or used and shall not be specified or used in the construction of the Purchaser's Works or any part or parts thereof.

5. PROGRESS REPORTS, INSPECTION AND SUSPENSION

5.1 Progress reports

Unless otherwise instructed by ROSHN, the Purchaser shall prepare and deliver to ROSHN monthly progress reports within five (5) business days after the last day of each month. Each report shall include:

- (a) charts and descriptions of the progress of the Purchaser's Works against the Purchaser's Construction and Building Program, including details of each stage of design, development, testing and commissioning, and comparisons of actual and planned progress, with details of any events or circumstances which may delay completion and any proposals to overcome such delays;
- (b) photographs showing the status of the Purchaser's Works (labelled with the date on which they were taken, where they were taken and a description of what is shown);
- (c) the actual or expected dates of inspections and tests;

- (d) details of any outstanding information and/or approvals which the Purchaser is going to require from ROSHN, any relevant authority and/or any utility provider within the next month;
- (e) safety statistics, including details of any incidents relating to Hazardous Materials; and
- (f) a status report in respect of any unresolved disputes.

5.2 Inspection

ROSHN (and any other persons who may be authorized by ROSHN), any relevant authority and personnel of any utility provider shall at all reasonable times have full access to all parts of the Land Plots and other places where the Purchaser's Works and/or any constituent elements of such Purchaser's Works are being carried out and shall provide ROSHN (and any other persons who may be authorized by ROSHN) and the personnel of any relevant authority or utility provider with any necessary permissions and/or safety equipment. No such inspection shall relieve the Purchaser from any obligation or responsibility pursuant to the Land Plots Sales and Purchase Agreement, these Construction Regulations or otherwise.

The Purchaser shall allow and facilitate inspections by relevant authorities and utility providers and shall be responsible for the payment of any fees in respect thereof.

5.3 Suspension

If at any time (whether through progress reports or inspections or otherwise) ROSHN becomes aware that any element of the Purchaser's Works has been or is being carried out in a manner that is not in accordance with the architectural design file or is otherwise in breach of these Construction Regulations or the Land Plots Sales and Purchase Agreement, ROSHN may instruct the Purchaser to suspend all or any part of the Purchaser's Works until such time as the Purchaser remedies the breach and ROSHN grants the Purchaser permission to proceed with the Purchaser's Works (acting reasonably).

6. PROVISION OF FINAL DOCUMENTS

The Purchaser shall prepare and keep up-to-date a complete set of "as-built" drawings and records of the execution of the Purchaser's Works on the Land Plots (or such other designated location agreed between ROSHN and the Purchaser), showing the exact as-built locations, sizes and details of the work as executed, which shall include:

- 6.1** the depths of various elements of foundation;
- 6.2** horizontal and vertical locations of underground services, utility services and appurtenances referenced to permanent surface improvements;
- 6.3** the location of internal services, utility services and appurtenances and accessible features of the structure; and

6.4 any other details not on the original architectural design file (including any changes made by Variations), and the Purchaser shall allow ROSHN to access such drawings and records on reasonable notice.

7. DEFECTS

7.1 Remediation of defects

If, at any time after the Building Completion Date, any defects manifest themselves in the Purchaser's Works which adversely impact the Infrastructure Works or the use and enjoyment by any other owners or occupiers of ROSHN Masterplan Community or their premises, the Purchaser shall procure that such works as are necessary to remedy the defects shall be carried out within a reasonable period (having regard to the nature of the works) and at the cost and expense of the Purchaser.

7.2 Failure to remedy defects

- (a) A date may be fixed by (or on behalf of) ROSHN or by which the defect is to be remedied. The Purchaser shall be given reasonable notice of this date.
- (b) If the Purchaser fails to remedy the defect by the date notified by ROSHN pursuant to clause 7.2, ROSHN may carry out the work or engage others to do so, in a reasonable manner and at the Purchaser's cost, and the Purchaser shall pay to ROSHN any costs incurred by ROSHN in remedying the defect or procuring the same.

7.3 Clearance of the Land Plots

- (a) Following the remedy of defects, the Purchaser shall remove any remaining Purchaser's equipment, surplus material, wreckage, rubbish and Temporary Works from the Land Plots.
- (b) If all of these items have not been removed within ten (10) business days after the remedy of defects, ROSHN may sell or otherwise dispose of any remaining items. ROSHN will be entitled to be paid by the Purchaser the costs incurred in connection with, or attributable to, such sales or disposal and restoring of the Land Plots.

END OF THE DOCUMENT