



SAUDI LAW CONFERENCE
المؤتمر السعودي للقانون

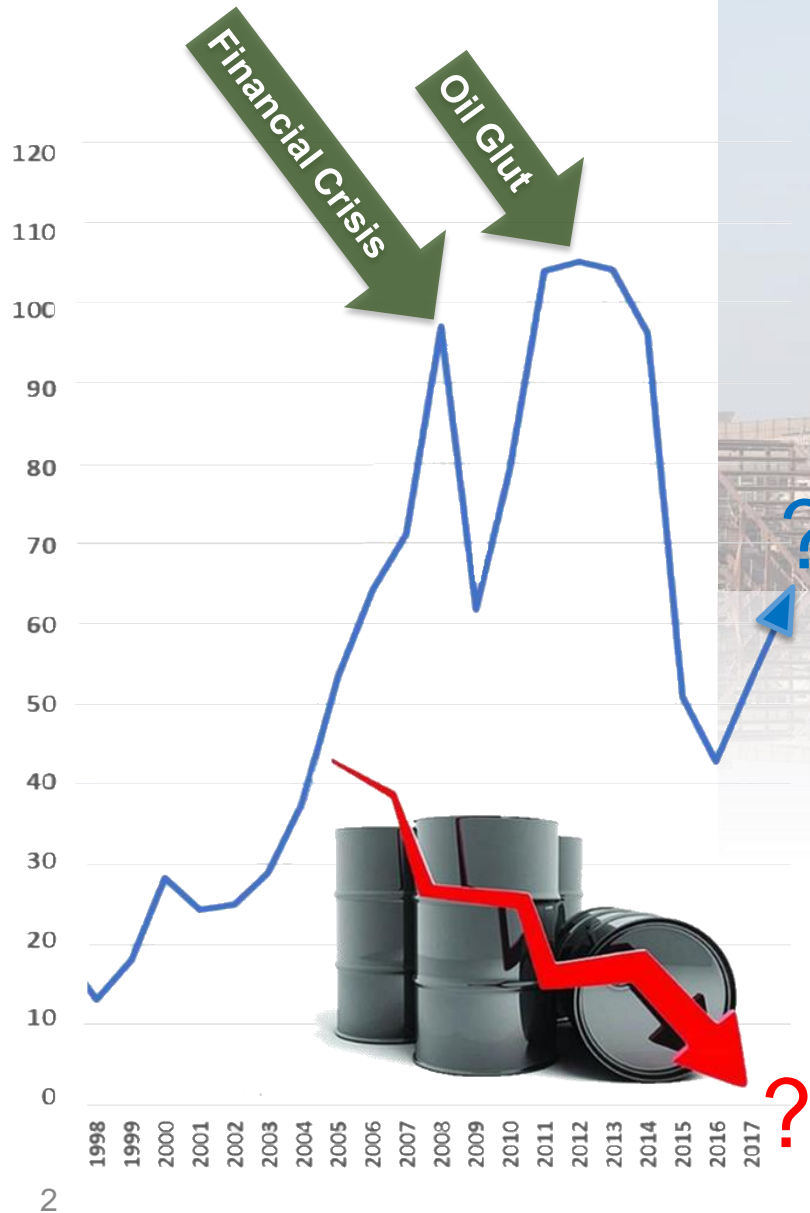
UNDER THE THEME OF: **REINFORCING A SUSTAINABLE
AND INCLUSIVE BUSINESS ENVIRONMENT**

Latest Developments in Government Contracts & Procurement Regulations

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رؤية 2030 المملكة العربية السعودية KINGDOM OF SAUDI ARABIA

- Economic diversification
- Streamlining of procedures; efficiency
- Anti-corruption drive
- Living quality
- Promoting SMEs
- International best practices



2017 Draft new Procurement Law

- Scope of application extended to state-owned companies
- Support for local SMEs
- Performance-based payment reductions; increased delay penalties
- New contracting methods
- Right to sue before completing the works



WTO Accession

2005

2006

Procurement Law

Judicial Reform

2008

2017

Draft New Procurement Law

Draft Private Sector Participation Law

2018



PSP - PPP

2018 Draft Private Sector Participation Law

- Privatizations and Public Private Partnerships (PPP)
- Arabic language requirement cancelled
- Special exemptions from 'Nitaqat' quotas
- Special exemptions from capitalization rules
- Neither Procurement Law nor Competition Law apply
- Dispute resolution through arbitration

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2018





المادة التاسعة والأربعون :
لا يجوز للمتعاقد التخلي عن تنفيذ التزاماته ، استناداً إلى إخلال الجهة الحكومية في تنفيذ التزاماتها .

Art. 49, Implementing Regulations to Procurement Law 2006:

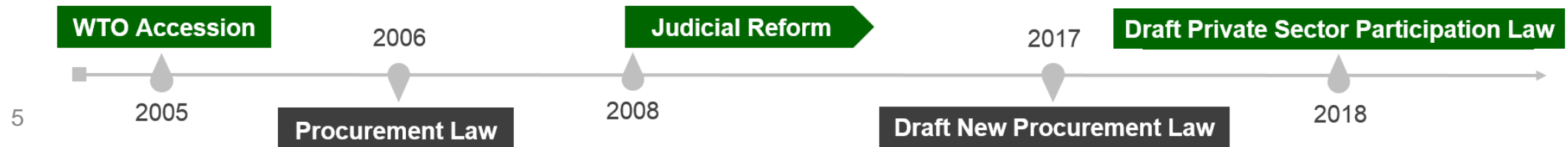
The contractor must not default in implementing his obligations on the pretext that the Governmental Authority has breached its obligations.



Art. 95, Draft new Procurement Law:

1. يجب على الجهة الحكومية تنفيذ العقد وفقاً لشروطه، وإذا اخلت بتنفيذ التزاماتها بما في ذلك تأخير سداد المستحقات جاز للمتعاقد التقدم إلى المحكمة المختصة بالمطالبة بالتعويض.
2. يجوز اللجوء إلى التحكيم أو أية وسائل أخرى لحل النزاعات التي تطرأ أثناء تنفيذ العقود وفقاً لما توضحه اللائحة التنفيذية.

1. A Government Authority shall execute the contract in accordance with its terms. If it defaults in the performance of its obligations, including delay in payment of entitlements, the contractor may file these claims for payment with the competent court, requesting compensation.
2. It is permissible to resort to arbitration or any other methods to settle disputes that may arise during execution of contracts in accordance with the Implementing Regulations.





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Thank you.

