

THE ISLAMIC REPUBLIC OF PAKISTAN

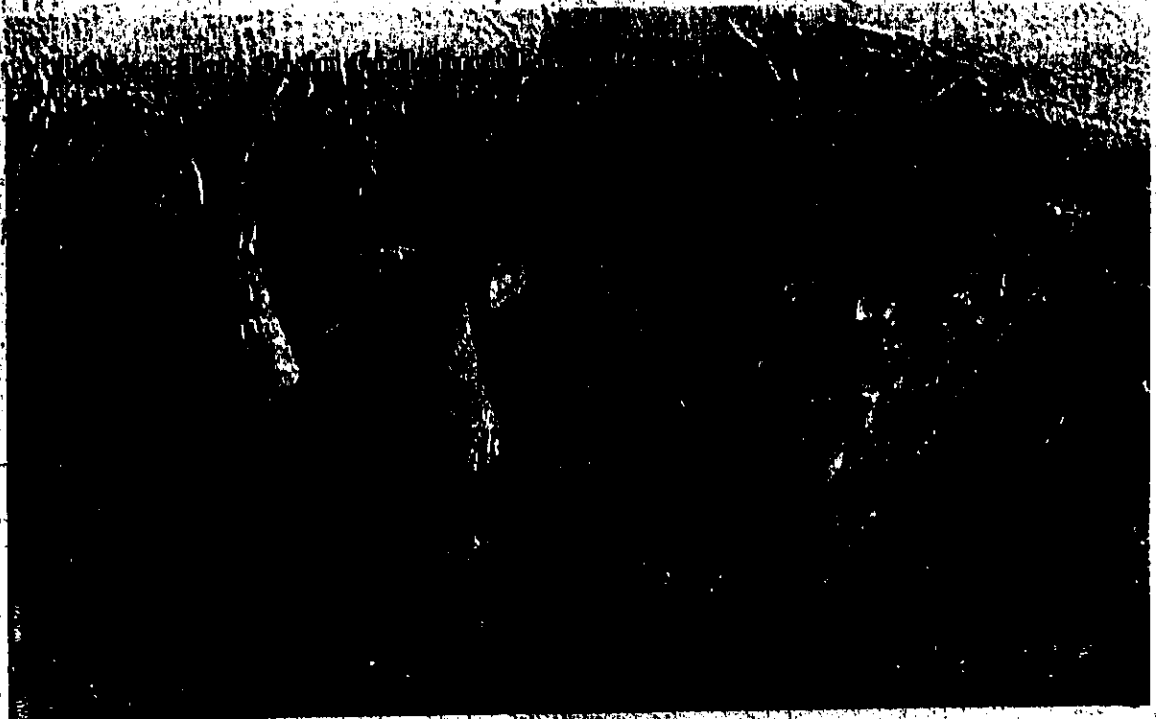
PORT QASIM COAL-FIRED POWER PROJECT

**EPC/TURNKEY COAL-UNLOADING
JETTY AND CHANNEL CONTRACT**

VOLUME I

AGREEMENT AND CONDITIONS OF CONTRACT

(CONTRACT NUMBER: PQEPC-JC-EPC-01)



THE EMPLOYER

Port Qasim Electric Power
Company(Private) Limited

THE CONTRACTOR

Sinohydro Harbour Co., LTD.

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4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the design, the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The Agreement shall come into full force and effect upon the occurrence all of the following events:

- i) Contract signature,
- ii) The Parties having received all necessary approvals, permits, consents, and non-objection certificate necessary for the Projects from the competent governing authorities of the China and Pakistan, if any,
- iii) Approval by the Board of Directors of the Employer.

IN WITNESS whereof the parties hereto have caused this Contract Agreement to be executed the day and year first written above.

Signed on behalf of
Port Qasim Electric Power
Company (Private) Limited

Name: Sheng Yuming
Title: Chairman of Power China Resources LTD.



Signed on behalf of
SinoHydro Harbour Co., LTD.

Name: Yu Xiao
Title: Executive Director
General Manager



MEETING MINUTES OF PRE- CONTRACT NEGOTIATION

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5. SH has to meet Pakistan compulsory standard in terms of fire protection. SH could apply for relative permissions in the name of PQEPC.
6. Service life period of main structures of plant and equipments shall be supplemented in the Contract.
7. Tide-bound water level is 2m in Tender Documents. SH shall submit calculations of port handling capacity to PQEPC in Detailed Design phase.
8. Design Impact Energy is 908kJ and energy absorption of fender is 801kJ. Impact Velocity of ship is not in line with Tender Documents. SH clarified that the 698kJ is the right Design Impact Energy instead of 908kJ in Tender.
9. The required 50t Truck Crane in bidding documents is not described in Tender Documents of SH. SH shall supplement it in detailed design and ensure it meet the requirement of 50t crane load.
10. PQEPC will further determine whether object calibration device in the jetty is required or not. If required, SH shall set the same device.
11. Cement used for concrete must meet the requirement of anti-corrosion property for jetty construction.
12. The top of Bund is only considered for people passing through, and its vehicle load is not required to examine.
13. Limit value of sedimentation is not mentioned in Tender Documents. SH shall make supplement and clarification.
14. SH shall supplement the stability requirement and load requirement of bund construction in detailed design phase and submit it to PQEPC.
15. SH shall supplement and submit List of Electrical Equipment (including the power load of the equipments).
16. SH shall submit Security Proposal (including the hardware, software and personnel) to PQEPC. The adopted Security Standard shall top the list of Chinese State Owned Enterprises (SOEs) in Pakistan. SH could apply for security protection to Pakistan government in the name of PQEPC and PQEPC shall be responsible for coordination with high level of government authorities in this regard. Security cost shall be included in Contract Price.
17. If channel dredging causes water pollution, SH shall in advance set anti-pollution curtain and coordinate with neighboring Oil-fired Power Plant and Steel Plant to avoid or settle disputes.
18. Personnel Training plan shall be mentioned in the Contract.
19. Padding of rock mound in the Bund behind jetty is not described in detail in Tender Documents. (It only mentions that the largest rock weigh is less than or equal to 300kg, and silt content is less than 5%). SH shall submit referred

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3. The completion time is based on blowing sand backfill for the southern area of the plant area, however, by adopting this method the completion time will not match the required progress of the power plant construction. In order to ensure the overall progress of the complex, PQEPC has required that SH should backfill the area by transporting soil from the land outside the project site area.
4. Before August 5, 2015, SH shall submit to PQEPC the project construction milestone schedule, equipment list including technical specifications, and short list of main equipment suppliers.
5. The following are fixed milestones targets which must be met:

S/N	milestones	date
1	Mobilization of Cutter Suction Dredger into the Site and be ready for works	Within One Month after Contract Signing
2	Completion of backfilling for the water pumping house area of the power plant site	November 15, 2015
3	Completion of backfilling for the coal yard area of the power plant site (with the boundary point at western 1/3)	January 31, 2016
4	Completion of Heavy Cargo Wharf and be in conditions for use	October 30, 2016
5	Commissioning start	July 15, 2017
6	Full load capacity test completion for handover	August 31, 2017

Note: the above 2,3,4,5,6 milestones are subject to delay damages terms if any of their target dates cannot be met.

6. After the main clauses are agreed through negotiations by both parties, PQEPC shall issue pre-notice to proceed.

Signatures by Representatives of both Parties:

PQEPC: Zhao Zhenqing

SH: Li Ruixiang

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PARTICULAR CONDITIONS OF CONTRACT

The Conditions of Contract comprise the *General Conditions*, which form part of the *Conditions of Contract for EPC Turnkey Projects First Edition 1999* published by the Fédération Internationale des Ingénieurs-Conseil (FIDIC) and the following *Particular Conditions of Contract* which include amendments and additions to such General Conditions including the Annexes to the Particular Conditions of Contract.

Clause 1 – General Provisions

Sub-Clause 1.1 Definitions

Sub-Clause 1.1.3.1 Base Date

Delete the words "the date 28 days prior to the latest date for submission of the Tender" and replace with "the date the Contract Agreement is signed by both parties."

Sub-Clause 1.1.3.2 Commencement Date

Delete this Sub-Clause and replace with the following.

"Commencement Date" – the date of the notice to proceed with the Works issued by Employer.

Sub-Clause 1.1.3.3 Time for Completion

Delete the words, "*Particular Conditions*" and replace with "*Annex A to the Particular Conditions*" in the third line of this Sub-Clause.

Sub-Clause 1.1.3.7 Defects Notification Period

Delete the words "*the Particular Conditions*" in the third line and fourth line of this Sub-Clause and replace with "*Annex A to the Particular Conditions*".

Delete "If no such period is stated in Annex A to the Particular Conditions, the period shall be one year."

Add at the end of this Sub-Clause the following:

"In addition to the express provisions of this Contract, if the Chinese laws, standards and regulations with respect to Defects Notification Period impose higher or more stringent obligations on the Contractor, then such higher/more stringent obligations shall also be applicable to this Contract, provided that in any case, the Defects Notification Period will not be less than 2 years from the the date of the Taking-Over Certificate."

The Contractor shall have no obligation to remedy defects in the dredging works after the date on which the Works were completed as stated in the Taking-Over Certificate"

Sub-Clause 1.1.6 Other Definitions

1.1.6.8 **"Employer's Equipment"** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Employer's Requirements; but does not include Plant which has not been taken over by the Employer.

1.1.6.9 **"Environmental Impact Assessment" or "EIA"** - The environmental impact assessment report on the Project prepared by the Employer and submitted to Sindh Environmental Protection Agency (SEPA).

1.1.6.10 **"Environmental Standards"** - Collectively, the environmental guidelines and occupational health and safety standards established by the Pakistan Environmental Protection Agency and the relevant Environmental Protection Agency of the Provincial Government.

1.1.6.11 **"Facility"** - mean the Jetty and Channel facilities and the auxiliary facilities meeting the Technical Specifications, to be constructed on the Site in accordance with the Contract.

1.1.6.12 **"Force Majeure"** is defined in Clause 19 [Force Majeure].

1.1.6.13 **"Implementation Agreement" or "IA"** - means the implementation agreement between the Islamic Republic of Pakistan and the Employer, as may be amended from time to time.

1.1.6.14 **"Independent Engineer"** - has the meaning ascribed to the term "Company Consultants" in the PQA Agreement.

1.1.6.15 **"Intended Purpose"** - means:

- (a) in relation to Works or any part thereof, all Works to be performed by the Contractor hereunder shall be fit and appropriate for the purposes of the Facility;
- (b) in relation to the Facility, that the Facility shall meet the Minimum Performance Guarantees and shall be fit to operate, in full compliance with the Applicable Standards.

1.1.6.16 **"Jetty"** - has the meaning ascribed to the term "Jetty" in the PQA Agreement.

1.1.6.17 [Not Used]

1.1.6.18 [Not Used]

1.1.6.19 **"Laws"** means, means, as amended from time to time, all laws (including but

1.1.6.23 **"NEPRA"** – The National Electric Power Regulatory Authority established by the Regulation of Generation, Transmission and Distribution of Electric Power Act (XL of) 1997, and any successor or substitute regulatory agency with authority and jurisdiction over the electricity sector in Pakistan.

1.1.6.24 **"NTDC"** - The National Transmission And Despatch Company Limited, a public limited company incorporated under the laws of Pakistan, with its principal office at WAPDA House, Shakra-e-Quaid-e-Azam, Lahore, Pakistan.

1.1.6.25 **"Performance Security"** means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

1.1.6.26 **"Power Purchase Agreement"** or **"PPA"**- means the power purchase agreement between NTDC and the Employer, as may be amended from time to time.

1.1.6.27 **"PQA Agreement"** - means the Agreement, including the Indenture of Lease, between the Port Qasim Authority ("PQA") and the Employer as may be amended from time to time.

1.1.6.28 **"Quality Management System"** has the meaning given to this term in Sub-Clause 5.9(e)(vi).

1.1.6.29 **"Relevant Provisions"** - means the EIA and the PQA Agreement.

1.1.6.30 **"Site"** – The parcel(s) of land, together with water-ways, roads, wells, rights-of-way, and other interests in land and seabed and any rights, permits and licences acquired by the Company for the purposes of the Jetty and Channel, on, through, above or below the ground on which all or any part of the Jetty and Channel is to be built or pursuant to which access thereto is obtained and which are reasonably necessary or appropriate for ingress to and egress from, and the operation and maintenance of the Jetty and Channel and includes the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

1.1.6.31 **"Specific Standards"**- mean the standards, requirements and criterion set out in relation to and applicable to the Facility and the performance of Works as contained in the Technical Specifications.

1.1.6.32 **"Taking-Over"** has the meaning ascribed thereto in Sub-clause 10.1



- (b) The Parties having received all necessary approvals, permits, consents, and non-objection certificate necessary for the Projects from the competent governing authorities of the China and Pakistan, if any; and
- (c) Approval by the Board of Director of the Employer."

Sub-Clause 1.7 Assignment

Keep the first sentence. Delete the remainder of the Sub-Clause and replace with:

However:

- (a) Either Party may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and
- (b) The Employer may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract."

Sub-Clause 1.13 Compliances with Laws

Delete from 1.13(a) the following words: "; and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so".

Add at the end of the Sub-Clause the following:

"The Employer may withhold from sums due to the Contractor under this Contract any taxes or amounts required by applicable Law to be withheld from the Contractor and deposit the same with the appropriate taxing authorities, and the Employer shall provide the Contractor with all receipts evidencing payment to such authorities of the taxes or amounts withheld. Any such withholding of Tax by the Employer shall have no effect on the Contract Price, and the Contract Price shall not be liable to increase because of any withholding of Tax."

Sub-Clause 1.15 Contractor's Warranties

Add the following:

"The Contractor represents and warrants to the Employer that the Contractor:

- (1) will, at all times, be suitably qualified and experienced, and will exercise the skill, care and diligence to be expected of a Relevant Contractor in the performance and completion of the Works;
- (2) will engage and retain Subcontractors who are suitably qualified and experienced and will coordinate the activities of the Subcontractors so that the Works are performed and completed in a proper and workmanlike manner;
- (3) will develop and complete the Contractor's Documents:

Delete the following words from the third line of the third paragraph, "shall", and replace with "may".

Add to part (a) after the word "delayed", the following words: "beyond the Time for Completion".

Delete the following words from the end of the Sub-Clause:

"The Employer shall give to the Contractor temporary right of access to the site upon signing of the Contract and full right of access from the Commencement Date."

Sub-Clause 2.2 Permits, Licenses or Approvals

Delete the following words from part (a) of the Sub-Clause, "by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and", and replace with "[Not Used], and".

Delete the following words from part (b) of the Sub-Clause, "permits, licenses or approvals", and replace with "Applicable Permits".

Add at the end of the Sub-Clause.

"The foregoing is not intended to nor shall be construed as an obligation on the Employer and the Contractor shall be solely responsible for obtaining and maintaining all Applicable Permits required by it to perform its obligations under this Contract."

Other than the Applicable Permits specifically identified as the responsibility of the Employer, all other Applicable Permits shall be obtained by Contractor, in the name of the Employer, or, if not required for the operation of the Jetty and Channel after Taking-Over, in Contractor's name, and the Contractor shall bear the risk of failure to obtain such Applicable Permits. The Contractor shall keep the Employer informed of progress and comply with the Employer's reasonable instructions. The Employer shall reserve the right to take over (at the Contractor's risk and cost) conduct of all or any applications for Applicable Permits."

Sub-Clause 2.4 Employer's Financial Arrangements

Delete this clause in its entirety and replace with "2.4 [Not Used]."

Clause 3 – The Employer's Administration

Sub-Clause 3.1 The Employer's Representative

Add the following at the end of the first sentence of the first paragraph of this Sub-Clause:

rights, to be entered into by and among the Contractor, the Employer and the Lenders or their agent.

Clause 4 – The Contractor

Sub-Clause 4.1 Contractor's General Obligations

Delete from the end of the first paragraph the words, "defined in the Contract.", and replace with "defined in or inferred from the Contract."

Add to the second line of the sixth paragraph, after the word "Lenders", the following words: ", Lenders' technical adviser".

Add the following paragraph to the end of this Sub-Clause.

"The Contractor shall provide the Employer and its designees (including the Independent Engineer, the Employer's Representative, Lenders and Other Contractors) access to the Site and the Contractor's offices at the Site and all design, engineering, and construction premises of the Contractor at all times upon reasonable prior notice and use its best efforts to arrange for the Employer's (and/or its designees') access to the engineering, design, fabrication and construction premises of all Subcontractors and Affiliates, including, but not limited to, access to design, engineering, fabrication and construction drawings (at least 12 hard copies and 6 soft copies of DVD ROM readable and editable with standard office software or AutoCAD, as the case maybe), sufficient to permit the Employer (and/or its designees) to inspect work being performed and to monitor compliance by the Contractor and Subcontractors with the terms hereof.

The Contractor shall bear the following risks itself: (i) late delivery or interruption in the delivery of machinery, equipment materials, spare parts or consumables; (ii) a delay in the performance of any third party or; (iii) breakdown in machinery or equipment; or (iv) normal wear and tear or random flaws in materials and equipment; (v) non-availability of water and electricity."

Sub-Clause 4.2 Performance Security

Delete this Sub-Clause and replace with the following:

"The Contractor shall provide a Bank Performance Guarantee or other security acceptable to the Employer and the Lenders, in such form as is acceptable to the Employer and of an amount equivalent to at least 10 % of the Contract Price."

Sub-Clause 4.4 Subcontractors

Delete from the first and second lines of the first paragraph the words, "acts", and replace with "acts, omissions".

Add the following paragraph to the end of this Sub Clause.

design, execution and completion of the Works and the remedying of any defects; and

(b) the Contractor is not entitled to any adjustment in the Contract Price except in accordance with Sub-Clauses 2.1(b), 4.25(b), 7.4(b), 8.9(b), 10.3(b), 11.8, 12.2, 12.4, 13.3, 13.7, 16.1 and 17.4.

(c) the Contract Price and any rates or prices included in this contract are not subject to adjustment for rise and fall in respect of any site allowance or by reason of fluctuations in exchange rates (other than as otherwise provided in this Contract) or changes in the cost of labour and materials, or for any other matter, even where there is an extension of time to the Time for Completion.

The Contractor warrants that, before the Base Date, the Contractor has examined:

(d) this Contract;

(e) the Site and its surroundings including the Environment; and

(f) all other information relevant or necessary (including all information provided by or on behalf of the Employer and the PPA, Implementation Agreement and PQA Agreement);

(g) examined and relied solely upon its own assessment, skill, expertise and enquiries as a prudent contractor in respect of:

(i) all information relevant to the risks, contingencies and other circumstances having an effect on determining the Contract Price; and

(ii) the condition of the roads and railways to the Site, including access thereto and any other conditions affecting transportation, disposal, handling and storage of Materials and Equipment required for or in the course of the Works; and

(h) except to the extent covered by the adjustments to the Contract Price referred to in paragraph (b) above, made full and adequate allowance in the Contract Price for the costs of:

(i) all matters and things necessary for the performance and completion of the Works in accordance with this contract (including an allowance for all costs associated with the Contractor's risks and responsibilities under Sub-Clause 4 [The Contractor] which a prudent contractor acting in accordance with Applicable Standards would have done; and

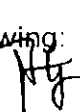
(ii) complying with all of the Contractor's obligations under this contract so that the Works (including the Materials and Equipment) will be fit for the Intended Purpose."

Sub-Clause 4.12 Unforeseeable Difficulties

Add to the first line after the word, "otherwise", and before the word, "stated", the word "expressly".

Sub-Clause 4.16 Transport of Goods

Delete paragraph (a) and replace with following:



the same shall be submitted to the Employer on quarterly basis during construction.

- (e) Implementation of the EMP, components of mitigation, monitoring, communication and environmental training shall be the sole responsibility of the Contractor.
- (f) The Contractor shall be liable to adhere to the mitigation measures/recommendations proposed in the final EIA report proposed by the Employer. These mitigation measures shall be made part of the Environmental Management Plan ("EMP") that shall be implemented in letter and spirit.
- (g) The Contractor shall be responsible for obtaining mangrove cutting permit for reclamation area and disposal areas, and shall be responsible for the payment of replantation of these mangroves.
- (h) If instructed by the Employer's Representative, the Contractor shall liaise with International Union for Conservation of Nature (IUCN) to replant the impacted mangrove trees with a ratio of 1:5 in order to "adequately" compensate for impacts due to loss of these precious trees for reclamation and disposal. For this purpose funds shall be allocated by the Contractor to ensure the maximum survival rate and monitoring till the maturity of planted mangrove trees.
- (i) That the IMC shall be engaged to monitor the implementation of EMP during construction phase of the project and Contractor shall submit report to Employer on monthly basis. The Contractor shall submit CD/Photographs on monthly basis, during construction of the project showing therein that the project has been constructed in compliance with the EMP.
- (j) The Contractor shall implement the emergency response and contingency plan for the sake of risk mitigation. Local people, neighboring terminals and relevant authorities shall be informed with Sindh of Pakistan's relevant to emergency response.
- (k) A Community Liaison Officer (CLO) shall be hired by the Contractor who shall help manage and facilitate communications with the local community, including people making their living from fishing business. The CLO's duties shall include providing the main point of contact with the local community, and transmitting concerns and complaints to the projects' management structure in order to redress the public grievances.
- (l) The Contractor shall adopt state of the art and international standard for safety of terminal, storage facility and all other installation to prevent any safety related hazards.
- (m) The Contractor shall comply with Environmental Standards for air emissions, noise and waste water to be generated during construction activities of the project.
- (n) Discharging and dumping of any kind of waste material into harbor waters shall not be allowed, all importing ships shall compile international maritime standards for disposal of their waste.
- (o) Complete code of health, safety and environment ("HSE") shall be developed, which should include efficient parameters at specific work place. For this purpose HSE setup should be established and supervise by a designated HSE officer at

Employer for obtaining such Applicable Permits and an estimate of the time within which such Applicable Permits will be obtained;

- (iii) At least sixty-five (65) Days prior to the scheduled commencement of testing and commissioning of the Works, a preliminary start-up and test schedule for the Works;
- (iv) As soon as available, but no later than twenty-five (25) Days following the Tests on Completion, two copies of all results of the Tests on Completion, including tests of major equipment included in the Works, tests of related electrically metering equipment, and a certificate from the Employer's Representative confirming each successful Test on Completion shall be provided to the Employer;
- (vi) No later than twenty-five (25) Days following each successful Test on Completion, for the major items of Jetty and Channel incorporated into the Works, one copy, as received by the Contractor pursuant to the Contract, of all the manufacturers' specifications and manufacturers' operation manuals; and
- (b) The Contractor shall notify the Employer promptly from time to time whenever it determines that the then expected date for the Taking-Over is unfeasible or inappropriate, and shall specify a revised expected date for the Taking-Over which shall not in any event be earlier than ten (10) Business Days following the date of delivery of such notice to the Employer.
- (c) Each Party shall notify the other Party in a timely manner upon becoming aware of any changes to the information provided to the other Party."

Sub-Clause 4.22 Security of the Site

Add the following paragraph to the end of this Sub-Clause.

"In addition to Sub-Clause 4.22 in the General Conditions, the Contractor shall be responsible for the following:

- (a) submit security proposal to Employer, and get approval for the security proposal from Employer;
- (b) Implement the security proposal during the construction period."

Add the following Sub-Clauses.

Sub-Clause 4.24 Fossils

Delete from Paragraph (a) the word, "delayed", and replace with "delayed, beyond the Time for Completion".

Add the following Sub-Clause:

Sub-Clause 4.25 Contractor's other Obligations

"Within fifteen (15) days of the Tests on Completion of the Jetty and Channel, the Contractor shall supply to the Employer ten (10) sets of electronically reproducible copies in Compact Disc Random Operating Memory (CD ROM) format (readable and editable with standard office software or AutoCAD, as the case maybe) and ten (10) sets of white print copies (or equivalent) of all 'as built' plans, drawings and designs for the Jetty and Channel."

In the third paragraph of this Sub-Clause replace the reference to "taking-over" with "Taking-Over".

Add the following sentence at the end of the third paragraph of this Sub-Clause.

Provided however that the Contractor may submit As-Built Drawings within 3 months from the beginning of the Defects Notification Period for any outstanding or minor work that does not substantially affect the use of the Works for their intended purpose or does not affect Tests on Completion to be carried out pursuant to Sub-Clause 9.1 [Contractor's Obligations].

Sub-Clause 5.7 Operation and Maintenance Manuals

In the second paragraph of this Sub-Clause replace the reference to "taking-over" with "Taking-Over".

Add to the end of this Sub-Clause the following: *"(including all documents and input reasonably required by the Employer in order for the Employer to prepare the Jetty Operations Manual (as defined in the PQA Agreement))"*

Add the following Sub-Clause:

Sub-Clause 5.9 Contractor's Drawings, Documents, Data and Instructions

(a) General

The Contractor shall submit to the Employer for approval or information; drawings, plans, erection manuals, calculations, codes and standards, operating and maintenance instructions and in general, copies of all documents necessary for implementing the Works in accordance with the conditions of the Contract. The sequence of submission shall be such that information is available for review or approval of each drawing or document when it is received.

The scope of these documents to be submitted shall include, but not be limited to, those specified and shall be sufficiently comprehensive to fully establish that all parts and procedures to be used in performing the Work comply with the objectives of the Contract. The Employer shall have the right to require the Contractor to submit such additional information as may reasonably be required.

The drawing and document lists summarizing all existing and proposed drawings and documents of items intended for submission to the Employer shall be updated monthly to show the status of the drawings and documents submitted and any additional proposed drawings. These lists shall be provided to the Employer on a CD ROM in accordance with the format and software agreed with the Employer.

The Contractor shall, within one (1) month of the Commencement Date, submit for approval the above plans and layouts.

Within two (2) months of the Commencement Date, the Contractor shall submit for approval the general arrangement plans of the Jetty and Channel incorporating all the scope of the Work.

(iii) General and detailed drawings and specifications for the Jetty and Channel.

The Contractor shall submit to Employer for its review and approval general drawings of the Jetty and Channel not later than two (2) months after the Commencement Date.

The Contractor shall submit for approval the designs, design computations, detailed specifications, general assembly drawings, system drawings (flow diagrams), and sufficient sub-assembly drawings, piping and instrumentation diagrams, control logic and wiring diagrams and details to demonstrate fully that all parts will conform to the conditions and intent of the specification and to the requirements of their construction. The drawings shall show all necessary dimensions and tolerances, field joints, and sub-assemblies in which the Jetty will be shipped, terminal boxes and wire sizes for electrical circuits, wiring and schematic diagrams for power and control circuits, and logic and loop diagrams for process control and protection functions, if applicable.

Formats and symbols for mechanical drawings, electrical drawings, piping and instrument drawings, modulating control functional and logic diagrams shall be standardised for all the Jetty and Channel systems under the Contract and shall be subject to the Employer's approval.

(iv) General and Detailed Design Drawings for Civil and Architectural Services.

The above drawings shall indicate, besides relevant calculations and instructions, all data necessary for the design of supporting structures such as dimensions, weights, loads and stresses under operating conditions, dimensions and weights for installation, assembly and maintenance.

In addition, these drawings shall indicate all necessary details such as piling, foundations, anchors, tie rods, trenches for cables and pipes, supports and any other data used in the design of the Work.

The Contractor shall submit for approval, in accordance with the agreed Annex D (Project Implementation's Schedule), the above drawings at the latest one (1) month prior to the start of relevant construction.

(v) Project execution manual

The Contractor shall submit to Employer for its review and approval a project execution manual within one (1) month of the Commencement Date. The project execution manual shall include the organization chart, working system, temporary yard installation, construction method, overall construction schedule, a list of Contractor's Equipment and Temporary Works to be used, etc.

(vi) Weekly Reports

Without limiting Contractor's obligations under Sub-Clause 4.21[Progress Reports], the Contractor's Representative shall also prepare a weekly summary report covering all the Site activities and submit it to the Employer. This report shall include projected Work activities for at least 2 weeks ahead of those being reported upon.

(x) Design Documents

The Contractor shall submit design documents in accordance with the conditions stipulated in the Employer's Requirements.

(c) As Built Drawings

The Contractor shall provide and keep up-to-date "As-Built" Drawings of all structures constructed, and all Jetty and Channel, accessories and miscellaneous metal works erected or installed. These drawings shall show all changes and revisions from the original drawings and specification, including the exact "as-built" locations, sizes and kinds of Jetty and Channel and accessories, miscellaneous metal works, embedded piping and electrical systems and other concealed items and in accordance with Sub-Clause 5.6 [As-Built Documents].

These drawings shall be kept in the Contractor's field office but shall be made available at all times for review by the Employer. At the end of every month, all entries, changes or revisions made in the drawings by the Contractor shall be checked and approved by the Employer.

Upon the Time for Completion, the Contractor shall provide the Employer with the complete sets of the duly checked and approved As-Built Drawings.

(d) Record Drawings

Upon the Time for Completion, the Contractor shall provide the Employer the complete sets of the "As-Built" Drawings with Auto CAD system disc.

(e) Quality System

(i) Quality System Standard

The Contractor shall have a quality system that complies with the requirements of ISO 9001.

Where the Contractor's quality system is based upon a comparable standard, it shall be the responsibility of the Contractor to demonstrate to the satisfaction of Employer that the system offered meets the specified requirements; provided that if Employer, in its reasonable determination, concludes that such standard is not comparable to ISO 9001 or the Employer's Requirements, Contractor will be obligated to implement a quality system that complies with the requirements of ISO 9001, unless the Parties agree to some other standard.

(ii) Quality Assurance Program and Procedure Manual

The Contractor shall develop and implement a quality assurance program complying in all material respects with ISO 9001 in relation to the Work within the Contractor's scope of responsibility. Such program shall be described in the Quality Management System developed by the Contractor.

The quality assurance program shall be submitted to the Employer for approval within one (1) month of the Commencement Date. The Quality Management System shall encompass the design, procurement and manufacture, construction, erection, testing and commissioning of the Equipment and its components.

The quality assurance procedure manual shall be submitted to the Employer for approval one (1) month after the issuance of the Quality Management

- (3) Design, manufacturing, construction, commissioning and test programs;
- (4) Contractor's organisational structure for the Work;
- (5) Outline of each applicable quality element with cross-referencing of relevant documented procedures and instructions;
- (6) An index of:
 - (A) Existing procedures,
 - (B) Procedure(s) requiring documentation,
 - (C) Inspection and Test Plans, and
 - (D) Drawings.

(vii) Hold and Witness Points

The Contractor shall nominate on the time bar program any hold and witness points which it considers are required.

A hold point is a position in the design, manufacture, construction and commissioning phases of the Contract beyond which the Work shall not proceed without mandatory verification and acceptance by the Employer.

A witness point is a position in the design, manufacturing, construction and commissioning phases of the Contract where the option of attendance may be exercised by the Employer.

Following submission of the program to the Employer, hold and witness points required by the Employer shall be marked up on the program and returned to the Contractor who shall incorporate these into the program.

(viii) Non-conformance / Corrective Action

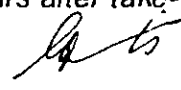
The Contractor shall be advised by the Employer of any non-conformances identified by the issue of a non-conformance report or any other formal method agreed to by both the Contractor and the Employer. The Contractor shall give a written response to a non-conformance.

Contractor must resolve any non-conformance issues identified in the report within fourteen (14) days from Employer's delivery of such non-conformance report. The implementation of corrective action(s) identified in non-conformance reports shall form part of the Project Schedule and shall be monitored accordingly. Formal records shall be maintained by the Contractor of all non-conformances, as well as their disposition and/or corrective action taken.

(ix) Quality Records

The Contractor shall maintain a system of records, which provide objective evidence that the requirements of the Contract have been met. The Contractor shall ensure that Subcontractor's records pertinent to the Contract are included in this system.

All applicable records shall be available for audit and review by the Employer during the duration of the Contract and for seven years after take-over by the



Sub-Clause 6.16 Festivals and Religious Customs

"The Contractor shall respect the Country's recognised festivals, days of rest and religious and other customs."

Clause 7 – Plant, Materials and Workmanship

Sub-Clause 7.4 Testing

Delete from Paragraph (a) the words, "delayed", and replace with the words "delayed, beyond the Time for Completion".

Sub-Clause 7.7 Ownership of Plant and Materials

Add to the end of the Sub-Clause the following:

"At the time Plant and Materials become the property of the Employer pursuant to the paragraph above and, with respect to the Works, at Taking-Over, the Contractor warrants and undertakes to the Employer:

- (i) that the Employer shall acquire good and clear title to each component of the Plant, the Materials and the Works free and clear of all liens and/or encumbrances;*
- (ii) the Plant, Materials and the Contractor's Work to be delivered hereunder shall be designed and fit for the Intended Purpose;*
- (iii) the Plant, Materials and the Contractor's Work to be delivered hereunder shall be free from defects in material, workmanship and title;*
- (iv) the Contractor's Work shall comply with the Applicable Standards and all applicable Laws; and*
- (v) the Plant, Materials and the Contractor's Work shall conform with all specifications set out in this Contract."*

Clause 8 – Commencement, Delays and Suspension

Sub-Clause 8.1 Commencement of Works

Add to the end of Paragraph (b) the following: ", unless otherwise agreed by the Parties."

Delete from the second paragraph the words, "as soon as is reasonably practicable" and replace with the words "immediately".

Sub-Clause 8.2 Time for Completion



However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages stated in Annex A to these Conditions."

Add at the end of this Sub-Clause the following:

"Additionally, the following are fixed milestones targets which must be met by the Contractor within the following prescribed timelines:


S/N	milestones	Prescribed Date	Amount of Delay Damages
1	Mobilization of Cutter Suction Dredger into the Site and be ready for works	Within One Month after Contract Signing	
2	Completion of backfilling for the water pumping house area of the power plant site	November 15, 2015	0.1% of the Contract Price excluding Provisional Sums per day
3	Completion of backfilling for the coal yard area of the power plant site (with the boundary point at western 1/3)	January 31, 2016	0.1% of the Contract Price excluding Provisional Sums per day
4	Completion of Heavy Cargo Wharf and be in conditions for use	October 30, 2016	0.1% of the Contract Price excluding Provisional Sums per day
5	Commissioning start	July 15, 2017	0.1% of the Contract Price excluding Provisional Sums per day
6	Full load capacity test completion for handover	August 31, 2017	0.1% of the Contract Price excluding Provisional Sums per day
Note: the above 2,3,4,5,6 milestones are subject to delay damages as set out in Sub-Clause 8.7 above if any of their target dates cannot be met.			

Sub-Clause 8.8 Suspension of Work

Delete from the second paragraph the words, "is notified and is", and replace with the words "is notified by the Employer as being".

Sub-Clause 8.11 Prolonged Suspension

Delete from the beginning of the paragraph the word, "If", and replace with "Subject to the direct agreement with the Lender, if".

Completion to be passed in accordance with this Contract. The Contractor shall be responsible for the additional costs incurred by reason of any and all repeated Tests on Completion.

The Contractor shall submit to the Employer for approval details of the adjustments or modifications it proposes to make. The Contractor shall give the Employer at least four (4) days prior notice of any repetition of any Test.

If during the Acceptance Tests (or any repetition thereof), in respect of the Jetty or the channel(as the case may be), the Minimum Performance Guarantees are achieved but the Performance Guarantees are not achieved and the Employer does not elect to issue the Performance Certificate or the Taking-Over Acceptance Certificate for the Jetty or the Channel, as the case may be, the Contractor shall be obliged to make remedial attempts and repetitions of such tests."

Sub-Clause 9.4 Failure to Pass Tests on Completion

Delete from the end of Paragraph (b), "; or", and replace with the following: ". The Contractor acknowledges that a failure to meet the Minimum Performance Guarantees will deprive the Employer of substantially the whole benefit of the Works or Section".

After Sub-Clause 9.4, add the following Sub-Clauses.

Sub-Clause 9.5 Performance Liquidated Damages

"In addition to its other obligations under this Contract, Contractor covenants with and undertakes to Employer that it shall pay performance liquidated damages (the "Performance Liquidated Damages") to the Employer prior to Taking-Over as follows:

- (a) in the event that the Jetty and Channel fail to meet the Performance Guarantees, the Contractor shall do all necessary maintenance, replacement & modification work to achieve Performance Guarantees within the time notified to the Contractor by the Employer in its absolute discretion and the Contractor shall be responsible for all the costs incurred by aforementioned work. If (i) following the aforementioned work the Performance Guarantees are still not achieved or (ii) the Employer decides not to grant any cure period for remedying the failure to meet the Performance Guarantees, the Contractor shall pay to the Employer Performance Liquidated Damages in the amount of 10% of the Contract Price and
- (b) in addition to the Performance Liquidated Damages payable under paragraph (a) for failure to meet the Performance Guarantees, in the event that the Jetty and Channel also fail to meet the Minimum Performance Guarantees specified in Annex H (and without prejudice to the Employer's right to terminate the Contract and/or reject the Works in accordance with the Contract), the Contractor shall pay to the Employer Performance Liquidated Damages as follows:
 - i) 3% of the Contract Price excluding Provisional Sums against each 1% decrease in performance below the Minimum Performance Guarantees; and



Delete from Paragraph (a) the words, "delayed", and replace with the words "delayed, beyond the Time for Completion".

Clause 11 – Defects Liability

Sub-Clause 11.3 Extension of Defects Notification Period

Add as a penultimate paragraph the following:

"With respect to any works undertaken pursuant to Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], a separate Defects Notification Period shall apply until the later of (i) 12 months from the date when such works have been completed or (ii) the then applicable Defects Notification Period."

Sub-Clause 11.4 Failure to Remedy Defects

Delete from Paragraph (d) the words, "the Works, terminate", and replace with the words "the Works (it being acknowledged that a failure to meet the Minimum Performance Guarantees will meet this requirement), terminate".

Sub-Clause 11.9 Performance Certificate

Delete the first sentence of the second paragraph and replace it with the following:

"The Employer shall issue the Performance Certificate within 28 days after the later (i) of the latest expiry date of the Defects Notification Periods and (ii) the date on which the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects."

Clause 13 – Variations and Adjustments

Sub-Clause 13.7 Adjustments for Changes in Legislation

Delete this Sub-Clause and replace with following:

"The Parties shall negotiate in good faith adjustments to the Contract Price in the event of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract."

Sub-Clause 13.8 Adjustments for Changes in Costs

Delete Sub-Clause 13.8 and replace with following:

"The Contract Price shall not be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works."



Money stated in Annex A to the Particular Conditions expressed as a percentage of the Contract Price."

Sub-Clause 14.5 Plant and Materials intended for the Works

Delete this Sub-Clause.

Sub-Clause 14.6 Interim Payments

Add the following at the end of this Sub-Clause.

"Payments shall be made in the currencies and in the proportions stated in Annex A to the Particular Conditions.

Payment can be made in the currency of PKR or RMB by mutual consent. The exchange rate will be rate of exchange for purchasing PKR or RMB with US Dollars offered by Bank of Pakistan or Bank of China at 3:00 p.m. Beijing time on the payment date."

Sub-Clause 14.7 Timing of Payments

Add the following at the end of this Sub-Clause.

"Payments due shall be made on the basis of invoice issued by the Contractor in accordance with the Pakistan Tax Law."

Delete sub-paragraph (a) of this Sub-Clause and replace with, "(a) [Not Used]".

Sub-Clause 14.8 Delayed Payment

Delete this Sub-Clause and replace with a new Sub-Clause 14.8 as follows.

"If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Timing of Payments], the Contractor shall be entitled to receive financing charges (simple interest) on the amount unpaid during the period of the delay.

The financing charges for payments to be made shall be calculated at the annual rate of threepoint five (3.5) percentage point above the six month Libor rate and shall be paid in such currency."

The 6 month LIBOR rate is the USD interest rate at 11 o'clock(London time) of the starting date of the delayed payment, if no Screen Rate is available for that date, the first following working date shall apply."

Sub-Clause 14.9 Payment of Retention Money

Delete the last paragraph of this Sub-Clause.

Add the following paragraphs at the end of the Sub-Clause.

"Provided always that the Employer's Representative shall certify in each interim certificate issued pursuant to Sub-Clause 14.6 [Interim Payment] and the Employer shall make payment of the Retention Money if he obtains a guarantee in a form and

Add after Paragraph (f) the following additional sections:

"(g) the failure by the Contractor to achieve Taking-Over by 28 days after the Time for Completion,

(h) the failure by the Contractor to pay undisputed liquidated damages or make any other undisputed payment under the Contract within 30 days of such undisputed payment becoming due and payable, or if disputed promptly on resolution pursuant to Clause 20 [Claims, Disputes and Arbitration],

(i) the termination of the Power Purchase Agreement, PQA Agreement or Implementation Agreement or any other project document as a result of an act, omission or default of the Contractor,

(j) in respect of any act, omission, breach or other liability of the Contractor, the total limit on the Contractor's liability with respect to such breach has been reached, and

(k) prior to the Taking-Over, the Contractor fails to resume work within twenty-five (25) days after (i) the remediation of any event giving rise to a right for the Contractor to suspend performance of the Works, or (ii) the termination or cessation of Force Majeure,

(l) the breach by the Contractor of any of its other material obligations under the Contract (other than any such breach referred to in (g) through (k) above) which is not remedied within sixty (60) days after notice from the Owner to the Contractor of the occurrence of such breach identifying the breach in reasonable detail and demanding remedy thereof, provided that if, notwithstanding the exercise of reasonable efforts by the Contractor, such breach cannot be cured within sixty (60) days after notice from the Owner, the Contractor shall be afforded a further sixty (60) days within which to cure such breach; provided always that the Contractor shall throughout such further sixty (60) day period exercise reasonable continuous efforts to cure the breach."

Clause 16 – Suspension and Termination by Contractor

Sub-Clause 16.1 Contractor's Entitlement to Suspend Work

Delete the first paragraph and replace it with the following:

"If the Employer fails to comply with Sub-Clause 14.7 [Timing of Payments] and the amount due is more than US\$1 million, the Contractor may, after giving not less than 30 days' notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received payment, as the case may be and as described in the notice."

Delete from the first line of the third paragraph the words, "such evidence".

Delete from the third line of the third paragraph the words, "as soon as is reasonably practicable", and replace with the word "promptly".



Sub-Clause 17.6 Limitation of Liability

Delete the first Paragraph and replace with the following:

"Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause 8.7 [Delay Damages], Sub-Clause 9.5 [Performance Liquidated Damages], Sub-Clause 16.4 [Payment on Termination], Sub-Clause 17.1 [Indemnities], failure by the Contractor to comply with the insurances and the liability of the Contractor to pay compensation following termination upon occurrence of any of the events set out in Sub-Clause 15.2 [Termination by Employer]."

Delete from the second line of the second Paragraph the words, "Contract other than", and replace with the words "Contract unless stated otherwise in the Contract and other than".

Add the following paragraphs at the end of the Sub-Clause.

"Notwithstanding the separate limitations on the liability in respect of (i) delay damages under Sub-Clause 8.7, and, (ii) Performance Liquidated Damages, the maximum aggregate liability is:

a. Contractor's maximum aggregate liability shall not be limited in the case of liability for third party injury and property damage caused by acts or omissions of the Contractor or claims against use of new technology or patent infringement.

b. Subject to the foregoing subsection (a), prior to achieving Mechanical Completion, the Contractor's overall liability shall be limited to one hundred percent (100%) of the Contract Price.

c. Subject to the foregoing subsections (a) and (b), the Contractor's maximum aggregate liability shall be limited to:

i. twenty percent (20%) of the Contract Price for payment in the aggregate of Performance Liquidated Damages payable pursuant to Sub-Clause 9.5 (a) [Performance Liquidated Damages] and delay damages under Sub-clause 8.7; plus

ii. thirty percent (30%) of the Contract Price for breach of its obligations to achieve the Minimum Performance Guarantees pursuant to Sub-Clause 9.5 (b) [Performance Liquidated Damages]."

Clause 18 – Insurance

Sub-Clause 18.1 General Requirements for Insurance

Delete the fifth paragraph of Sub-Clause 18.1, which has the content from beginning to the end is "Each policy insuring against... of the loss or damage."



insured hereunder is or may be liable, or (ii) damage to property belonging to any insured hereunder for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is made or may be made in the same manner as if separate policies have been issued to each insured hereunder, except with respect to the limits of insurance.";

(e) The personnel accident insurance or employer liability insurance, as well as social insurance, work injury insurance, etc., of management, implementation staff (including subcontractor personnel), except those employed by the employer, shall be insured by the contractor as "insuring Party";

Sub-Clause 18.2 Insurance for Works and Contractor's Equipment

Delete the first paragraph of Sub-Clause 18.2, which has the content "The insuring Party shall insure the works ... of debris and professional fees and profit."

Delete the fourth paragraph (a) of Sub-Clause 18.2, which has the content "(a) shall be effected and maintained by the Contractor as insuring Party."

Sub-Clause 18.3 Insurance Against Injury to Persons and Damage to Property

Delete the first paragraph of Sub-Clause 18.3, which has the content "The insuring Party shall ... before the issue of the Performance Certificate."

Delete the third paragraph (a) of Sub-Clause 18.3, which has the content "(a) shall be effected and maintained by the Contractor as insuring Party."

Sub-Clause 18.4 Insurance for Contractor's Personnel

Delete the second paragraph of Sub-Clause 18.3, which has the content "The Employer shall also ... or of the Employer's Personnel."

Clause 19 – Force Majeure

Sub-Clause 19.1 Definition of Force Majeure

Delete all of the content of Sub-Clause 19.1, and replace with the following:

"In this Clause, "Force Majeure" means any event or circumstance or combination of events or circumstances (including the effects thereof) that is beyond the reasonable control of a Party and that on or after Base Date, materially and adversely affects the performance by such affected Party of its obligations under or pursuant to the Contract (including a Party's ability to deliver or receive energy from the Complex (as defined in the PQA Agreement); provided, however, that such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care, it being understood and agreed that reasonable care includes acts and activities to protect the Works from a casualty or other event; that are reasonable in light of the probability of the occurrence of such event, the probable effect of such event if it should occur, and the likely efficacy

Force Majeure, whether experienced directly by the a Party or its sub-contractors."

Sub-Clause 19.2 Notice to Force Majeure

Delete all the content of Sub-Clause 19.2, and replace with following:

(a) If, by reason of a Force Majeure, a Party is wholly or partially unable to carry out its obligations under this Contract, the affected Party shall (i) give the other Party notice of the Force Majeure as soon as practicable, but in any event, no later than the later of twenty-four (24) hours after the affected Party becomes aware of the occurrence of the Force Majeure or four (4) hours after the resumption of any means of providing notice between the Contractor and the Employer, and (ii) give the other Party a second notice, describing the Force Majeure in reasonable detail and, to the extent which can reasonably be determined at the time of such notice, providing a preliminary evaluation of the obligations affected, a preliminary estimate of the period of time that the affected Party shall be unable to perform such obligations and other relevant matters as soon as practicable, but in any event, no later than five (5) days after the initial notice of the occurrence of the Force Majeure is given by the affected Party. When appropriate, or when reasonably requested so to do by the other Party, the affected Party shall provide further notices to the other Party, more fully describing the Force Majeure and its cause(s) and providing or updating information relating to the efforts of the affected Party to avoid and/or to mitigate the effect(s) thereof and estimates, to the extent practicable, of the time that the affected Party reasonably expects it shall be unable to carry out any of its affected obligations due to the Force Majeure.

(b) The affected Party shall provide notice to the other Party of (i) with respect to an ongoing Force Majeure, the cessation of the Force Majeure, and (ii) its ability to recommence performance of its obligations under this Contract as soon as possible and in any event no later than five (5) days after the occurrence of each of the clauses (i) and (ii) hereabove.

(c) Failure by the affected Party to give written notice of a Force Majeure to the other Party within the twenty-four (24) hour period or four (4) hour period required under Section 19.2(a) shall not prevent the affected Party from giving such notice at a later time; provided, however, that in such case, the affected Party shall not be excused for any failure or delay in complying with its obligations under or pursuant to this Contract until such notice has been given. If such notice is given within the twenty-four (24) hour period or four (4) hour period required by 19.2(a), the affected Party shall be excused for such failure or delay from the date of commencement of the relevant Force Majeure.

Sub-Clause 19.4 Consequence of Force Majeure

Delete sub-paragraph (b) and replace with the following:

"(b) If the event or circumstance is of the kind described in sub-paragraph (a)(i) of Sub-Clause 19.1 [Definition of Force Majeure], occurs in the Country, payment of any such Cost; and




of the matters at issue should be consolidated before that Tribunal. In such circumstances, the following provisions of this Clause 21 shall apply.

- 21.2 The Tribunal may, pursuant to such power and at the request of either Party, consolidate the arbitration with any other arbitration or proposed arbitration involving any of the Parties and relating to this Contract and/or any other Related Agreement, upon such terms or conditions as the Tribunal thinks fit provided that such consolidation is determined within a maximum period of 90 days of its appointment;
- 21.3 The Tribunal shall not consolidate such arbitration unless it determines that:
- 21.3.1 there are issues of fact or law common to the arbitrations in question, so that a consolidated proceeding would be more efficient than separate proceedings; and
- 21.3.2 no Party would be prejudiced as a result of such consolidation through undue delay or otherwise.
- 21.4 The Parties expressly accept that any dispute that may be referred to arbitration under this Contract may accordingly be disposed of in the same arbitration proceedings as any other dispute arising under another Related Agreement, even in the presence of parties other than the Parties to this Contract. The Parties hereby waive any right to object to the validity and/or enforceability of an arbitral award rendered by a tribunal appointed pursuant to a Related Agreement on the basis that such award was made in arbitral proceedings which were consolidated under this Clause 21 or in accordance with an equivalent provision under another Related Agreement. In the event of different rulings on this question by the arbitration Tribunal constituted hereunder and the tribunal constituted under the Related Agreement the ruling of the tribunal formed under the main agreement shall prevail. In the case of the consolidated proceedings, the tribunal in those proceedings shall be the tribunal formed under the main agreement.
- 21.5 In the event of different rulings on this question by the Tribunal constituted hereunder and the tribunal constituted under another Related Agreement, the ruling of the first formed tribunal shall prevail.

Clause 22 - Equivalent Project Relief

- 22.1 Notwithstanding any other provision in this Contract, the Contractor agrees that the existence of any entitlement of the Contractor under this Contract to any monetary benefit or relief, or extension of time or other time relief in connection with:
- 22.1.1 any Force Majeure;
- 22.1.2 any change in the law of the country which imports the Works;
- 22.1.3 any indemnity given to the Contractor by the Employer where and to the extent that the benefit arises as a result of acts or omissions of NTDC and/or PPIB and/or PQA (as relevant); ("**Equivalent Project Relief**"), will be determined in accordance with the provisions of this Clause 22.
- 22.2 The Contractor agrees that any entitlement to Equivalent Project Relief, even if it is due under this Contract, shall not become due to the Contractor until the Employer actually receives such compensation or is granted such relief from NTDC, pursuant to the Power Purchase Agreement or PQA pursuant to the PQA Agreement.
- 22.3 The provisions of this Clause 22 are referred to collectively in this Contract as the Equivalent Project Relief Regime.
- 22.4 The Equivalent Project Relief Regime is without prejudice to all rights, benefits, reliefs and/or entitlements that the Contractor may have against the Employer

ANNEX TO THE PARTICULAR CONDITIONS OF CONTRACT



Item	Sub-Clause	Data
Time	14.2 (b)	Within 28 days after contract signing subject to permission
Amortisation Rate for Repayment	14.2(d)	25%
Start Repayment of Advance Payment	14.2	When payments are 30 % of the Contract Price less Provisional Sums and excluding the Advance payment
Completion of Repayment of Advance Payment	14.2	When payments reach 90 % of the Contract Price less Provisional Sums and excluding the Advance payment
Percentage of retention	14.3 (c)	5% of the Contract price excluding Provisional Sums
Limit of Retention Money	14.3 (c)	5% of the Contract price excluding Provisional Sums
Contract Payments Currencies and Proportions	14.6	100 % in US Dollar
Timing of Payments	14.7	
- for Final Statement		42 days
- for other Statement		56 days
Release of Retention Money	14.9	Against acceptable Bank Guarantee
Limitation of Liability	17.6	Prior to Mechanical Completion 100% of the Contract Price and after Mechanical Completion 30 % of the Contract Price
The DAB shall be composed of	20.2	A DAB of three Members
Appointment (if not agreed) to be made by	20.3	The President of FIDIC or a person appointed by the President

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FORM OF RETENTION MONEY GUARANTEE

EPC CONTRACT FOR COAL-UNLOADING JETTY AND CHANNEL FOR PORT QASIM COAL FIRED POWER PROJECT

Beneficiary: Port Qasim Electric Power Company(Private) Limited
House No.63, Street No. 5, Sector F-8/3,, Islamabad, Pakistan
(whom the Contract defines as the Employer)

We have been informed that Sinohydro Harbour Co., LTD.(hereinafter called the "Principal") is your contractor under such Contract and wishes to receive early payment of the retention money, for which requires him to obtain a guarantee.

At the request of the Principal, we (name of bank).....having our registered office at hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of (the 'guaranteed amount', say) upon receipt by us of your demand in writing:

- (a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- (b) the nature of such defect(s).

At any time, our liability under this guarantee shall not exceed the total amount of the retention money released to the Principal by you, as evidenced by your notices issued under Sub-Clause 14.6 of the Conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s). The demand and statement must be received by us at this office on or before the date 28 days after the expected expiry of the Defects Notification Period for the Works, (the 'expiry date'), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of England and Wales and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

Any dispute arising out of or in connection with this guarantee, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the ICC Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

FORM OF PERFORMANCE GUARANTEE

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

PERFORMANCE GUARANTEE NO.:

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we _____ [name of Bank]

hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words]¹, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of², and any demand for payment under it must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed six months, in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that sub-paragraph (ii) of Sub-article 20(a) is hereby excluded.

This guarantee shall be governed by the laws of England and Wales.

Any dispute arising out of or in connection with this guarantee, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the ICC Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.



FORM OF ADVANCE PAYMENT GUARANTEE

_____ [Bank's Name, and Address of issuing Branch or Office]

Beneficiary : _____ [Name and Address of Employer]

Date: _____

ADVANCE PAYMENT GUARANTEE NO.:

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [reference number of the contract] Dated _____ with you, for the execution of [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance


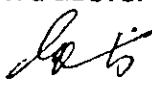
payment in the sum _____ [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] () [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Contract Price has been certified for payment, or on the day of ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed six months, in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee shall be governed by the laws of England and Wales and shall be subject to the Uniform Rules for Demand Guarantees, published as number 758 by the International Chamber of Commerce, except as stated above.

ANNEX C. DISPUTE ADJUDICATION AGREEMENT



5. This Dispute Adjudication Agreement shall be governed by the law of the Islamic Republic of Pakistan.

SIGNED by	SIGNED by	SIGNED by
For and on behalf of the Employer in the presence of Witness: Name: Address: Date:	For and on behalf of the Contractor in the presence of Witness: Name: Address: Date:	For and on behalf of the Member of DAB in the presence of Witness: Name: Address: Date:



4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or the Employer's Representative, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Employer's Representative, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Employer's Representative, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Employer's Representative, except as may be agreed in writing by the Employer, the Contractor and the Other Members;
- (e) comply with the annexed procedural Rules and with Sub-Clause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed Procedural Rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Employer's Representative regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) ensure his/her availability for any site visit and hearings as are necessary; and
- (i) treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members.

4. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement, and except to the extent that prior agreement is given by the Employer, the Contractor and the Other Members. The

engage in activities under the Dispute Adjudication Agreement until each member has been paid in full for invoices submitted under this paragraph.

Thereafter the Member shall submit to the Contractor, with a copy to the Employer, invoices for the balance of his/her daily fees and expenses, less the amounts advanced. The DAB shall not be obliged to render its decision until invoices for all daily fees and expenses of each Member for making a decision shall have been paid in full.

Unless paid earlier in accordance with the above, the Contractor shall pay each of the Member's invoices in full within 28 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DAB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 28 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice to the Employer and the Contractor. The notice shall take effect when received by them both. Any such notice shall be final and binding on the Employer, the Contractor and the Member.

6. Default of the Member

If the Member fails to comply with any obligation under clause 4, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions (if any) of the DAB which are rendered void or ineffective.

7. Disputes

Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.



1. Scope of the Project

The engineering, procurement, construction works under scope of Coal-unloading Jetty & Channel for Pakistan Port Qasim Coal-fired Power Project will include but not be limited to the followings:

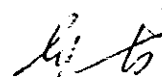
- (a) Construct a coal-unloading jetty of 70,000 DWT, approach bridge, revetment and associated auxiliary facilities;
- (b) 50,000DWT approach channel works;
- (c) Preliminary ground improvement to the reclamation area;
- (d) Other necessary and relevant works.

2. Terminal Points and Interfaces

The following table shows the Terminal Points and interfaces between COAL-UNLOADING JETTY and PAKISTAN PORT QASIM COAL-FIRED POWER PROJECT.

No.	Name	Description	Specification	Scope of work
I	Transfer Tower	Terminal Points		
1	T2	T2 shall be the terminal point from the coal conveyor of Coal Unloading Jetty to Power Plant. This terminal point is located at the land of coal yard.	T2 is shown on drawing.	other Contractor's Scope
II	Terminal Points of Revetment, Backfill and Preliminary Ground Improvement			
1	EASTERN REVENMENT	The length of Eastern Revetment between points P1 and P2 is about 129.38m	POINT P1 and P2 is shown on drawing.	Contractor's Scope, but the pavement and sea wall on the top of revetment exclude.
2	SOUTHERN REVENMENT	The length of Southern Revetment between points P2 and P5 is about 518.9m	POINT P2 and P5 is shown on drawing.	Contractor's Scope, but the pavement and sea wall on the top of revetment exclude.
3	WESTERN REVENMENT	The length of Western Revetment between points P5 and P7 is about 284.89m	POINT P5 and P7 is shown on drawing.	Contractor's Scope, but the pavement and sea wall on the top of revetment exclude.

ANNEX E. SCHEDULE OF PAYMENT



SN	Month	Milestone	Payment % of Contract Price (excluding Provisional Sums)	Total Payment (excluding Provisional Sums)	Remark
1	1	Advance Payment	15.00%	15.00%	
2	1	Submit Pre-dredging Survey Report and Report of Detailed Geological Investigation	4.91%	19.91%	
3	2	Completion of 2# Disposal Area Temporary Cofferdam Construction	1.49%	21.40%	
4	2	Mobilization of Cutter Suction Dredger into the Site and be ready for works	3.55%	24.95%	
5	3	Completion of backfilling for the water pumping house area of the power plant site	4.10%	29.05%	
6	3	Dredging Quatity for 4% of Total Approach Channel, and Accumulative to 4%	1.20%	30.25%	
7	4	Completion of Dredging Under the Jetty	1.95%	32.20%	
8	4	Dredging Quatity for 8% of Total Approach Channel, and Accumulative to 12%	2.40%	34.60%	
9	4	Completion of 8% of Revetment, and Accumulative to 8%	1.30%	35.90%	
10	5	Dredging Quatity for 8% of Total Approach Channel, and Accumulative to 20%	2.40%	38.30%	
11	5	Completion of backfilling for the coal yard area of the power plant site(with the boundary point at western 1/3)	4.65%	42.95%	
12	6	Dredging Quatity for 8% of Total Approach Channel, and Accumulative to 28%	3.40%	46.35%	
13	6	Completion of 18% of Revetment, and Accumulative to 26%	2.90%	49.25%	
14	7	Accumulative Completion of 32 Pieces of Concrete for Bored Pile of Heavy Lift Wharf	5.21%	54.46%	
15	7	Dredging Quatity for 8% of Total Approach Channel, and Accumulative to 36%	2.40%	56.86%	

32	15	Accumulative Completion of 90 Pieces of Concrete for Bored Pile of Other Parts of Jetty	0.66%	85.29%	
33	15	Dredging Quatity for 8% of Total Approach Channel, and Accumulative to 100%	2.40%	87.69%	
34	16	Accumulative Completion of 107 Pieces of Concrete for Bored Pile of Other Parts of Jetty	0.51%	88.20%	
35	16	Completion of 10% of Re-vetment, and Accumulative to 100%	1.85%	90.05%	
36	17	Accumulative Completion of 124 Pieces of Concrete for Bored Pile of Other Parts of Jetty	0.71%	90.76%	
37	17	Dredging of Basin Accounts for 13% of Total Basin Area, and Accumulative to 13%	1.69%	92.45%	
38	18	Dredging of Basin Accounts for 13% of Total Basin Area, and Accumulative to 26%	1.69%	94.14%	
39	18	Accumulative Completion of 136 Pieces of Concrete for Bored Pile of Other Parts of Jetty	1.12%	95.26%	
40	19	Dredging of Basin Accounts for 13% of Total Basin Area, and Accumulative to 39%	1.69%	96.96%	
41	19	Completion of all Cast-in-situ concrete transverse beam and longitudinal beam of Other Parts of Jetty	1.30%	98.26%	
42	20	Dredging of Basin Accounts for 13% of Total Basin Area, and Accumulative to 52%	1.69%	99.95%	
43	20	Accumulative completion of all installation of Precast concrete slab of Other Parts of Jetty	0.35%	100.30%	
44	21	Dredging of Basin Accounts for 13% of Total Basin Area, and Accumulative to 65%	1.69%	102.00%	
45	21	Accumulative Completion of all Mooring and Fendering System of Other Parts of Jetty	0.33%	102.33%	
46	21	Arrival of Ship Unloader at Site	3.95%	106.28%	
47	22	Dredging of Basin Accounts for 13% of Total Basin Area, and Accumulative to 78%	1.69%	107.97%	

PART 2- PRICE LIST FOR PERMANENT EQUIPMENT

NO.	Item	Unit	Quantity	Unit Price (USD)	Total Amount (USD)
1	Coal Handling System				
1.1	Supply of Bridge-type grab ship unloader, Q=1600t/h Lk=18m, L=30m	Sel	2.00	9,013,116.00	18,026,232.00
1.2	Supply of Belt conveyor BC1, Q=3200t/h, B=2000mm, V=3.5m/s	m	260.00	3,871.00	1,006,460.00
1.3	Supply of Belt conveyor BC2, Q=3200t/h B=2000mm, V=3.5m/s	m	195.00	3,871.00	754,845.00
1.4	Supply of Belt cover, B=2000mm	m	180.00	288.00	51,840.00
1.5	Supply of Iron Separator, B=2000mm	Sel	1.00	153,545.00	153,545.00
1.6	Supply of Electronic belt conveyor scale and chain calibration device, B=2000mm	Sel	1.00	109,406.00	109,406.00
1.7	Supply of Sampling device, B=2000mm	Sel	1.00	177,173.00	177,173.00
1.8	Supply of Water Wiper, B=2000mm	Sel	1.00	20,820.00	20,820.00
1.9	Supply of Electric hoist, Q=5t/2t	Sel	3.00	16,262.00	48,786.00
1.10	Supply of Trimming dozer, 189HP	Sel	3.00	364,360.00	1,093,080.00
	Subtotal				21,442,187.00
2	Ancillary Equipment				
2.1	Steel casing pipe	l	1,921.03	3,328.05	6,393,283.89
2.2	Supply and installation of 1500kN bollard	nr	19.00	12,687.53	241,063.07
2.3	Supply of 1600H cell-type rubber fender	nr	18.00	79,975.64	1,439,561.52
2.4	Belt Conveyor Trestle BC1	m2	1,760.76	811.99	1,429,719.51
2.5	Belt Conveyor Trestle BC2	m2	836.99	1,014.98	849,528.11
2.6	Supply of steel rail, QU120	m	515.00	335.86	172,967.90
2.7	New Buoy(φ2.4m)	nr	9.00	60,800.00	547,200.00
2.8	Transfer station T1	m2	198.40	1,925.01	381,921.98
2.9	Steel Platform	m2	120.00	1,420.98	170,517.60

			370.00	48.10	17,797.00
3.1.3	T1 Transfer station and sampling house				
3.1.3.1	Hydrant system indoor	Item	1.00	14,429.43	14,429.43
3.1.3.2	Drencher system	Item	1.00	13,844.87	13,844.87
3.1.3.3	Water supplying and drainage in room	Item	1.00	5,076.45	5,076.45
3.1.3.4	Extinguisher	Item	1.00	1,107.59	1,107.59
3.1.4	Gallery BC2				
3.1.4.1	Hydrant system in room	Item	1.00	27,689.74	27,689.74
3.1.4.2	Water supplying and drainage in room	Item	1.00	21,536.47	21,536.47
3.1.4.3	Sprinkler system	Item	1.00	55,379.48	55,379.48
3.1.5	Comprehensive Building				
3.1.5.1	Water supplying and drainage in room	Item	1.00	8,306.92	8,306.92
3.1.5.2	Extinguisher	Item	1.00	2,153.65	2,153.65
3.2	HVAC				73,501.40
3.2.1	Substation air conditioning	Item	1.00	60,749.35	60,749.35
3.2.2	Pump mechanical ventilation	Item	1.00	12,752.05	12,752.05
3.3	Environment protection				314,993.25
3.3.1	Environmental water system				
3.3.1.1	Galvanized welded steel pipe, DN100	m	500.00	63.09	31,545.00
3.3.1.2	Galvanized welded steel pipe, DN65	m	60.00	46.77	2,806.20
3.3.1.3	Galvanized welded steel pipe, DN50	m	80.00	38.77	3,101.60
3.3.1.4	Butterfly valve(nodular cast iron), DN100 1.6MPa	nr	1.00	1,043.18	1,043.18
3.3.1.5	Butterfly valve(nodular cast iron), DN65 1.6MPa	nr	6.00	653.68	3,922.08
3.3.1.6	Butterfly valve(nodular cast iron), DN50 1.6MPa	nr	6.00	615.78	3,694.68
3.3.1.7	Washing box	Set	6.00	616.96	3,701.76
3.3.1.8	Unloader ship turncock, SN65	nr	6.00	145.35	872.10
3.3.1.9	Welded steel tube, $\phi 159 \times 6$	m	500.00	74.79	37,395.00
3.3.1.10	Welded steel tube, $\phi 108 \times 4$	m	300.00	49.14	14,742.00

	3*70				
3.4.1.13	XLPE flame-retardant cable, ZR-YJV-1kV 3*120+1*70	m	430.00	207.58	89,259.40
3.4.1.14	XLPE flame-retardant cable, ZR-YJV-1kV 3*95+1*50	m	230.00	177.30	40,779.00
3.4.1.15	XLPE flame-retardant cable, ZR-YJV-1kV 3*50+1*25	m	520.00	105.09	54,646.80
3.4.1.16	XLPE flame-retardant cable, ZR-YJV-1kV 4*16	m	2,020.00	35.36	71,427.20
3.4.1.17	XLPE flame-retardant cable, ZR-YJV-1kV 4*10	m	2,000.00	24.05	48,100.00
3.4.1.18	XLPE flame-retardant cable, ZR-YJV-1kV 4*6	m	2,000.00	13.16	26,320.00
3.4.1.19	Cable tray, b*h=300*150mm	m	600.00	194.37	116,622.00
3.4.1.20	Cable tray, b*h=300*100mm	m	620.00	137.48	85,237.60
3.4.1.21	Metallic raceway, b*h=300*100mm	m	1,220.00	232.73	283,930.60
3.4.1.22	Hot Galvanized steel conduit All types	Item	1.00	39,579.80	39,579.80
3.4.1.23	Cable trench, with reinforced concrete cover, w*d=1.2m*1.2m,	m	50.00	1,905.09	95,254.50
3.4.1.24	cable pit, 1.8mx1.8mx2.0m	nr	3.00	3,810.17	11,430.51
3.4.1.25	Cable terminations	Item	1.00	46,261.36	46,261.36
3.4.1.26	Cable duct bank, with concrete encasement, 12xCPVC100	m	50.00	1,645.07	82,253.50
3.4.2	Substation				
3.4.2.1	11kV switchgear Metal enclosure, draw-out type, vacuum circuit breaker 40kA/1250A, Receive power	Set	2.00	80,520.29	161,040.58
3.4.2.2	11kV switchgear	Set	2.00	31,688.86	63,377.72
3.4.2.3	11kV switchgear Metal enclosure, draw-out type, vacuum circuit breaker 40kA/1250A IP4X	Set	1.00	88,230.52	88,230.52
3.4.2.4	11kV switchgear, Isolation switch	Set	1.00	33,744.92	33,744.92
3.4.2.5	11kV switchgear Metal enclosure, draw-out type, vacuum circuit breaker 40kA/630A, Distr. Power	Set	5.00	85,660.44	428,302.20

	dispatching system)				
3.5.7	Dispatching station In-door enclosure (Wire dispatching system)	Set	1.00	5,904.26	5,904.26
3.5.8	VHF water base 25W	Set	1.00	10,019.87	10,019.87
3.5.9	VHF radios handheld	Set	2.00	2,912.75	5,825.50
3.5.10	Wireless dispatching terminals	Set	4.00	2,330.20	9,320.80
3.5.11	Video camera Zoom-lens	Set	5.00	8,992.79	44,963.95
3.5.12	Dome camera Zoom-lens	Set	2.00	7,245.14	14,490.28
3.5.13	Video camera Fixed-lens	Set	1.00	3,749.84	3,749.84
3.5.14	Fiber optical transceiver 4 100 Mbps Ethernet ports+1 optical port	Set	3.00	3,350.13	10,050.39
3.5.15	Field connection box Stainless still	Set	3.00	1,445.19	4,335.57
3.5.16	Incoming optical cable GYTA53-16B1 (From connection point to comprehensive building)	m	195.00	10.73	2,092.35
3.5.17	Optical cable GYTA53-4B1	m	1,000.00	6.29	6,290.00
3.5.18	Power cable ZR-RVV 3x2.5	m	200.00	8.45	1,690.00
3.5.19	Power cable ZR-YJV 3x2.5	m	1,000.00	8.99	8,990.00
3.5.20	UPS 5kVA, 120min	Set	2.00	16,905.59	33,811.18
3.5.21	Distribution Cabinet 800*600*2200	Set	1.00	4,117.15	4,117.15
3.5.22	UPS Cabinet 800*600*2200	Set	1.00	4,117.15	4,117.15
3.5.23	UTP network cable Flame retardant/Cat5e UTP4x2x0.5	Item	1.00	7.37	7.37
3.6	Control				1,089,354.09
3.6.1	Coal-Conveying Control System				
3.6.1.1	Plc Satation	Set	1.00	20,305.38	20,305.38
3.6.1.2	Switch	nr	2.00	9,710.38	19,420.76
3.6.1.3	C Cpu Module	nr	2.00	18,689.59	37,379.18
3.6.1.4	Ethernet Module	nr	2.00	15,574.66	31,149.32

3.6.1.26	Wireless Modem Of Link Between Ship And Plc Station	Pair	2.00	13,774.92	27,549.84
3.6.1.27	Sound And Vision Alarm	nr	12.00	1,580.76	18,969.12
3.6.1.28	Emergency Rope Switch	nr	12.00	1,155.00	13,860.00
3.6.1.29	Rope	m	520.00	5.96	3,099.20
3.6.1.30	Belt Deviation Switch	nr	6.00	1,347.49	8,084.94
3.6.1.31	Material Flow Detector	Set	2.00	1,403.72	2,807.44
3.6.1.32	Belt Avulsion Detector	Set	2.00	5,280.86	10,561.72
3.6.1.33	Belt Speed Detector	Set	2.00	2,394.65	4,789.30
3.6.1.34	Belt Strain Limit Switch	nr	2.00	1,875.14	3,750.28
3.6.1.35	Tundish Jam Detector	Set	2.00	1,586.51	3,173.02
3.6.1.36	Control Cable Zr-Kvvp2-750V3X4	m	10.00	13.73	137.30
3.6.1.37	Control Cable Zr-Kvvp2-750V3X2.5	m	580.00	11.04	6,403.20
3.6.1.38	Control Cable Zr-Kvvp2-750V24X1.5	m	980.00	55.91	54,791.80
3.6.1.39	Control Cable Zr-Kvvp2-750V14X1.5	m	380.00	32.50	12,350.00
3.6.1.40	Control Cable Zr-Kvvp2-750V10X1.5	m	550.00	22.23	12,226.50
3.6.1.41	Control Cable Zr-Kvvp2-750V5X1.5	m	1,400.00	12.47	17,458.00
3.6.1.42	Control Cable Zr-Kvvp2-750V3X1.5	m	1,480.00	9.11	13,482.80
3.6.1.43	Twistwd-Paie Shield Cable Zr-Djypvp- 2(2X1.5)	m	180.00	15.65	2,817.00
3.6.1.44	Optical Fiber Cable Zr-Gyxtw-8B	m	1,000.00	10.61	10,610.00
3.6.1.45	Wire Connected Between Panels	Item	1.00	16,151.50	16,151.50
3.6.1.46	Cable 100(B)X100(H)Mm Tray	m	500.00	129.73	64,865.00
3.6.1.47	Galvanized Steel Pipe Dn40	Item	1.00	5,768.39	5,768.39
3.6.1.48	Galvanized Steel Pipe Dn25	Item	1.00	8,652.59	8,652.59

3.6.2.17	Galvanized Steel Pipe Dn40	Item	1.00	5,768.39	5,768.39
3.6.2.18	Galvanized Steel Pipe Dn20	Item	1.00	8,652.59	8,652.59
3.6.2.19	Steel Pipe Connection Case	Set	1.00	4,960.82	4,960.82
3.6.2.20	Signal Wire From Jetty To Land Selected By Fire Alarm System Manufacturer	Set	1.00	29,995.63	29,995.63
3.6.2.21	Interface For Fire Signal From Jetty To Land Selected By Fire Alarm System Manufacturer	Set	1.00	7,037.44	7,037.44
3.6.2.22	System Activation And Adjusting	Item	1.00	16,266.86	16,266.86
	Subtotal				5,653,290.45
	Total				38,721,241.03

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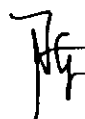
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Project Implementation Schedule

The Works shall follow the following implementation schedule which is agreed by both the Employer and the Contractor. In consideration of the construction period, if the Employer view that the date(s) of one or some milestones cannot be met in predictable situations, the Employer has the full right in its sole discretion to take all necessary measures to ensure the target date of the milestone(s) to be met, and all cost arising from this shall be borne by the Contractor.



ANNEX G. ENVIRONMENTAL PROTECTION



The Contractor shall not commence any construction work on the Site until the Employer has consented to (or is deemed to have consented to) the Environmental Management Plan.

The Contractor shall comply with the Environmental Management Plan, shall promptly update the Environmental Management Plan from time to time to take into account changes to the environment or generally accepted environmental management practices, new risks to the environment, and any pollution or any changes in law, and shall promptly submit the updated Environmental Management Plan to the Employer for review.

The Contractor shall immediately notify the Employer in writing of any breach or potential breach or non-compliance or potential non-compliance with the conditions or requirements of the Environmental Management Plan or any law regarding the environment in the carrying out of the Works.

3. Environmental Awareness of Employees

The Contractor shall arrange that all its employees and those of its subcontractors are trained to ensure that they:

- (1) Have a basic understanding of the key environmental features of the work site and environs;
- (2) Are thoroughly familiar with the environmental management requirements as they apply to the Works;
- (3) Receive training in the identification of archaeological artefacts, special flora and fauna; and
- (4) Are made aware of any other environmental matters that are deemed to be necessary by the Employer.

4. Water Resources

4.1 General

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation.

4.2 Quality of Discharged Water

All water discharged from the Works areas, as well as all run off from areas with pollution potential, shall be such that the quality of the water in the Arabian Sea downstream of the Works shall meet the relevant applicable Pakistan Law.

Prior to commencing construction work, the Contractor shall carry out tests of the existing water quality and submit a copy of the results to the Employer's Representative. The tests shall include:

- (1) Colour, odour or taste;
- (2) pH;
- (3) Dissolved oxygen;



6.3 Hazardous Waste

The Contractor shall segregate hazardous waste from other materials and waste, shall protect it from the weather by placing it in a safe covered location, and shall take appropriate measures against accidental spillage. The Contractor shall dispose of hazardous waste in compliance with applicable laws and regulations.

6.4 Waste Water

Waste water from construction activities shall not be allowed to enter waterways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water by collecting and placing it in sedimentation ponds.

7. Erosion and Sediment Control

The Contractor shall provide and maintain erosion and sediment control measures such that water quality standards are not degraded as a result of the Contractor's construction activities.

The Contractor shall construct or install temporary and permanent erosion and sediment control measures such as vegetation cover, stream bank stabilization, slope stabilization, silt fences, terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation ponds.

Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

Temporary erosion and sediment control barriers shall be maintained to provide for adequate sediment holding capacity. Sediment deposits shall be removed when the deposit reaches one-third of the temporary barrier height. When no longer required for the intended purpose, temporary barriers shall be removed from the Site.

8. Stockpiles and Spoil Dumps

The Contractor shall ensure that:

- (1) The stockpiles and spoil dumps are shaped to blend with the local topography as far as is practicable;
- (2) Drainage is provided to control ground water flow such that migration of fines is kept to a minimum;
- (3) Surface water runoff is conducted through or over or around the spoil dumps to prevent erosion damage;
- (4) The toes of the slopes are formed of rock to prevent the sloughing or scour of the slopes; and
- (5) Final exposed surfaces are revegetated.



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Taking-over criteria shall be added by Employer based on "Employer's Requirements".

ANNEX I. TAKING-OVER CRITERIA

277 = 69