



Project Completion Certificate

Power Station Abu Dhabi Power Station BPC

Contractor EMINENT Electro-Mechanical Est. Abu Dhabi

Contract No. LCI-EXP-115

Contract Title Relocation of Gas Turbines and its associated equipments

Final Acceptance Date 30th November 2010.

We certify the following

All works completed as per Scope

EMINENT Project Manager



J.M. Churchill
 01.12.2010
 J.M. Churchill



Approved for GAMCO

Brian Jones Project Manager



CONTRACT NO. LCI-EXP-115

BETWEEN

GULF AIRCRAFT MAINTENANCE COMPANY PJSC

AND

EMINENT ELECTROMECHANICAL ESTABLISHMENT

FOR RELOCATION OF GAS TURBINES AND ASSOCIATED EQUIPMENT

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Handwritten signature



THIS CONTRACT is entered on this 24th day of January 2009 between:

First: **Gulf Aircraft Maintenance Company (GAMCO)**, a company registered and existing under the laws of the Emirate of Abu Dhabi, the United Arab Emirates under Abu Dhabi Chamber of Commerce & Industry License No. 1002128, and having its principal place of business at P.O. Box 46450, Abu Dhabi, United Arab Emirates (hereinafter referred to as "The Contractor", the First Party).

and

Second: **Eminent Electromechanical Establishment**, a local Establishment registered and existing under the laws of the Emirate of Abu Dhabi, the United Arab Emirates with Abu Dhabi Chamber of Commerce & Industry License No. 1070122, and having its principal place of business P.O. Box 106984, Al Kalidiya, Abu Dhabi, United Arab Emirates (hereinafter referred to as "The Sub Contractor", the Second Party)

1. PREAMBLE

WHEREAS:

- (a) The Abu Dhabi Water and Electricity Authority (ADEWA), the Employer, has awarded the Contractor contract for dismantling, packing and transportation and site restoration of ADPS comprising of 13 Nos. GAS TURBINES UNITS by Letter of Award Ref. SD/CONTRACTS/SK/1483/08 dated 2.9.2008 - CONTRACT G- 3241 (PHASE 1), "the Works";
- (b) The Sub-Contractor has agreed to execute the Works particulars of which are given in the First Schedule hereto, "the Sub Contract Works" (which forms the Work to be executed by the Contractor under the Main Contract upon the terms and conditions herein contained; and
- (c) The Contractor under the Main Contract obtained such consents as are necessary from Employer to enable him to enter into this agreement.

2. DEFINITIONS

Except where the context otherwise requires the following expressions shall have the following meaning:

'Advance Payment Bank Guarantee' means the bank Guarantee issued under Clause 7.5

'The Main Contract' means the contractual terms as agreed between the Employer and the Contractor in furtherance to the Letter of Award Ref. SD/CONTRACTS/SK/1483/08 dated 2.9.2008 - CONTRACT G- 3241 (PHASE 1).

'Performance Bond' means the Performance Bond issued under Clause 7.4

'Sub-contract price' means the sum specified in the Second Schedule hereto as payable to the Sub-Contractor for the Sub-Contract Works.

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question, dispute or difference specifying its nature and the point at issue, and the same shall be referred to arbitration in the United Arab Emirates, by one or more arbitrators appointed in accordance with Rules applicable by Abu Dhabi Arbitration Center at the Abu Dhabi Chamber of Commerce and Industry.

19. RELATIONSHIP

Nothing in this Contract shall create a partnership or establish a relationship of principal and agent or any other relationship of a similar nature between or among the Parties.

20. FURTHER ASSURANCE

Each Party agrees that it will from time to time at the reasonable request of the other execute and deliver such further instruments and take such further action as may be reasonably required to accomplish the purpose of this Contract.


21. SEVERALTY

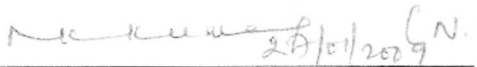
Should any provision of this Contract be held invalid or unenforceable by a competent tribunal for any reason, all other provisions of this Contract shall continue in full force and affect. The Parties shall, as soon as possible thereafter, agree on provision(s) as nearly as possible reflecting the intent of the invalidated provision(s) in order to maintain the balance of this Contract.

22. SUCCESSORS

This Contract is binding upon and shall operate for the benefit of the Parties and their respective successors.

IN WITNESS whereof the hands of the Parties by their duly authorized representatives the day and year first before written.

Signed by  AHMED AL MOOSA
24/11/2009
for and on behalf of **Gulf Aircraft Maintenance Company PJSC (GAMCO)**

Signed by  N. KIRAN KUMAR
24/11/2009
for and on behalf of **Eminent Electromechanical Establishment**

