

**SCHEDULE 3  
CONSENTS****1) Employer Consents**

The Employer shall obtain and maintain in effect all Consents relating to its obligations under the Construction Contract.

**2) Contractor Consents**

The Contractor shall obtain and maintain in effect all Consents pertaining to the Contractor's performance of its obligations hereunder, including, but not limited to:

- (a). all licenses/registrations to permit the Contractor to do business in Pakistan (where the Works are to be performed);
- (b). all permits to export or import any item required in connection with the Works to or from any country and including any permit required for the exchange or international movement of currency or funds in any other form, except for payment(s) under the Contract;
- (c). any permits required by any building regulations;
- (d). any permits required by any fire regulations;
- (e). any permits required in connection with disposal and/or transportation of any waste materials or products;
- (f). any permits required in connection with transportation of unusual or abnormal loads;
- (g). all permits and licenses which may be required to secure for any Contractor's and its Subcontractor's personnel in relation to the right to carry out work in Pakistan;
- (h). all other consents required by a relevant authority outside of Pakistan; and

all other Consents of the nature of the Contractors' Consents that are required by any relevant authority that are required by any relevant authority in the jurisdiction of the Contractor's activities (including inside Pakistan) and are required to be obtained and maintained for the performance of the Works including the design, engineering, start-up, demonstration and testing of the Complex.

In the event the Contractor fails to obtain any required Consent(s) or there is a lapse of Consent, the Contractor shall immediately inform the Employer, in writing, and confirm that the Contractor has taken all reasonable steps to procure such Consent(s) to effectively carry out the Works.

The Contractor shall be responsible for obtaining all Contractors' Consents at its own expense and shall indemnify and hold harmless the Employer from and against all damages arising out of the securing of such Contractors' Consents, the failure to secure the same or the failure to maintain any Contractors' Consent. The Contractor shall provide all necessary information and documents to the Employer for and assist the Employer in obtaining and maintaining all the Employers' Consents.

The Contractor shall provide support in connection with the above which shall include:

**Commented [HZ1]:** Arlin: Why is this relevant, considering that the Contractor is based in Pakistan and the works are to be carried out here?

HZ: This is a generic clause, since the consent schedule is common for offshore/onshore, if there is any relevant consent, this will be sought as per project requirement

- (i). assistance with the preparation of all Consent applications or, as applicable, applications to transfer ownership of Consents;
- (ii). attendance at meetings with the Employer and third parties designated by the Employer when requested;
- (iii). preparation of responses to Relevant Authority inquiries;
- (iv). presentations at Relevant Authority hearings; and
- (v). such other actions in support of permit procurement as the Employer may reasonably request from time to time.

### 3) **CONSENTS RESPONSIBILITY MATRIX**

Without prejudice to the aforementioned, the following table enlists the Consents required by the Parties:

Description	Responsibility
Work permits for contractor's personnel in Pakistan	Contractor
Police Clearances for Staff	Contractor
Construction Machinery Re-Export documentation (if required)	Contractor
3rd party Certificate for the Construction Machinery	Contractor
Environmental Permits	EPCL
Pakistan Engineering Council Approvals	Contractor
Use of Wireless Services during Construction (if required)	Contractor
Driving Licenses	Contractor
Permits for local transportation for heavy/oversized equipment	Contractor