

EXHIBIT B - SPECIAL CONDITIONS

1. EXTENT OF CONTRACT:

- 1.1 The works under this contract "on turn key basis" includes Engineering, design, fabrication, factory testing, site delivery, loading, unloading, civil works, installing, testing & commissioning, training, insurance till handing over & warranty for **Maspero 66/11 kV Substation**.
- 1.2 The scope of works generally includes, but not limited, to, the following:
 - 1.2.1 Provide qualified engineers to supervise directly and control completely its employees during the execution of the works including supervision and control of its engineering, plant fabrication, construction, start up testing means and methods and work at the site.
 - 1.2.2 Designate Authorized Representative (s) and key personnel to ensure that all of Contractor's contacts and communication with Owner on all matters shall be made through Owner's authorized representative.
 - 1.2.3 Designate a qualified safety representative to implement and maintain Contractor's safety program for work at the Site in compliance with all applicable laws, regulations, and standards governing safety. Contractor shall direct its personnel and enforce compliance with the program to protect against and prevent injury to personnel and damage to property.
 - 1.2.4 Implement and maintain a quality surveillance/audit program to ensure the quality of the works including furnishing of shop and field-testing certifications, reports and engineering quality verification documentation.
 - 1.2.5 Cooperate with other contractors at the Site so as to minimize interferences among other experienced contractors and to facilitate the expeditious completion of the Project as a whole.
 - 1.2.6 Provide qualified erection and start up personnel to ensure that the erection work at the site shall be done under the supervision of the personnel of the respective subcontractor furnishing the plant or obtain certification from the Subcontractor furnishing the plant that the personnel supervising the erection of the plant are capable to supervise erection and startup work independently.
 - 1.2.7 Contractor shall provide all spare parts which owner has selected to purchase from the list of spares identified in Exhibit (C). Furthermore, Contractor shall identify any additional spare parts which are either not included in Exhibit C or those spare parts which are different due to changes initiated by Contractor and/or requested by Owner.

- 1.2.8 Provide qualified engineering and technical personnel to prepare and submit design drawings and details, procedures documentation, reports, schedules, As-Built, etc. to complete the final design of the works.
- 1.2.9 Designate qualified personnel to perform under contractor's supervision and responsibility the works up to the date of issuance of construction completion certificate for works.
- 1.2.10 Correct any deficiencies resulting from the operation of the plant until the date of Owner's issuance of taking over and Acceptance Certificate for works to the extent required in the Contract.

2. INSURANCE REQUIREMENTS:

2.1 INSURANCE:

Contractor shall, before commencing the works deliver to the Owner three copies of certificates of insurance Attachment [1] completed by his insurance carrier or agent and certifying that minimum insurance coverages are in effect. Certificates shall indicate contractor's name, project, and contract number. The same procedure shall be followed for subcontractors. The following subitems are the minimum insurance coverages required and the contractor is encouraged to place insurance with Egyptian companies.

2.2 INSURANCE DURING CONSTRUCTION:

Without limiting his obligations and responsibilities contractor will insure, in the joint names of Owner and Contractor, against all loss or damage, from whatever cause arising for which he is responsible under the terms of the contract, and in such manner that Owner and contractor are covered during the period of construction of the Works and are also covered until the taking over and Acceptance for loss or damage arising from a cause occurring prior to the taking over and Acceptance of the works and for any loss or damage occasioned by contractor in the course of any operations carried out by him for the purpose of complying with his obligations:

2.2.1 The works and the temporary works to the full value of such works execution from time to time.

2.2.2 The materials, contractor's equipment, and other things brought onto the site by contractor to the full value of such materials, contractor's equipment, and other things. Such coverage will be effected with an insurer and in terms approved by Owner (which approval will not be unreasonably withheld), and contractor will, whenever required, produce to the Owner's representative the policy or policies of insurance and the receipts for payment of the current premiums. It is provided always that, without limiting his obligations and responsibilities aforesaid, nothing in this clause contained will render contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with material or workmanship not in accordance with the requirements of contract.

2.3 THIRD PARTY INSURANCE:

Before commencing the execution of the works, contractor (but without limiting his obligations and responsibilities whatsoever) will insure against any damage or loss or injury that may occur to any property (including that of Owner) or to any person (including any employee of Owner) by or arising out of the execution of the works or temporary works or in the carrying out of contract.

Such insurance will be effected with an insurer and in terms approved by Owner and for at least the amount of L.E 5,000,000 Contractor will, whenever required produce to the Owner or the Owner's authorized representative the policy or policies of insurance and the receipts for payment of the current premiums.

2.4 ACCIDENT OR INJURY TO WORKMEN:

2.4.1 Owner will not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of contractor or any subcontractor, save and except and accident or injury resulting from any act or default of Owner, his agents, or servants. Contractor will indemnify, and keep indemnified, Owner against all such damages and compensations (save and except as aforesaid) and against all claims, demands, proceedings, cost charges, and expenses whatsoever in respect there of or in relation there to.

2.4.2 Contractor will insure against such liability with an insurer approved by Owner and will continue such insurance during the whole of the time that any persons are employed by him on the works. Contractor will, when required, produce to the Owner or the Owner's authorized representative such policy of insurance and the receipt for payment of the current premiums, provided always that in respect of any persons employed by any subcontractor, obligation to insure as aforesaid under this sub clause will be satisfied if subcontractor will have insured against the liability in respect of such persons in such manner that Owner is indemnified under the policy. Contractor will require such subcontractor to produce to the Owner or the Owner's authorized representative, when required, such policy of insurance and the receipt for payment of the current premium.

3. DECENNIAL LIABILITY INSURANCE:

3.1 Contractor will take out for the benefit of Owner, Contractor and lower tier subcontractors:

3.1.1 An insurance policy as required in accordance with clause 46 of law No. 119 year 2008, and to account for any further amendments to such laws or any new laws which address construction law requirements in the A.R.E.

3.1.2 An insurance policy as required in accordance with clause 651 of civil law which addresses decennial liability in the ARE.

The policy will be in the amount as stated in the above-mentioned laws and will cover the total value of the civil works portion of this Contract. The total contract price as stated in Exhibit (C), section (3) shall be deemed to include the premium cost for decennial liability insurance which shall be paid in local currency. Contractor will furnish Owner with the certificates of decennial liability insurance signed by the insurance carrier evidencing that

such policy is in full force and effect not less than 30 days prior to the commencement of the work at the jobsite.

4. OWNER-FURNISHED UTILITIES AND FACILITIES:

4.1 The facilities and services listed below will be furnished by Owner. Such facilities may be used by Contractor provided that any such use will be subject to written approval of Owner:

4.1.1 **Site and Access** to the Site, up to the Site perimeter.

4.1.2 **Site Benchmarks** for vertical and horizontal control.

4.1.3 **Assistance** by providing recommendation letters to support Contractor's reasonable request for all clearances, visas, work permits and residence permits for Contractor's and its subcontractor's employees assigned to work in the A.R.E. Owner will also provide assistance in obtaining general permits necessary for construction of the plant at the Site as required by Governmental and local laws, ordinances, and regulations of the A.R.E., its subdivisions or any other Governmental authority.

4.1.4 **Limited Space** will be provided by Owner for contractor's use

5. CONTRACTOR-FURNISHED UTILITIES AND FACILITIES:

5.1 Contractor shall, at its expense, arrange for, develop, and maintain utilities and facilities at the Site to execute the work under the Contract, including but not limited to the following:

5.1.1 **Illumination**. Contractor shall provide light sufficient to safely perform work at night or when daylight is inadequate or obscured including illumination of the access to the place of work.

5.1.2 **First Aid Facilities**. Contractor shall provide first aid facilities for the treatment of its employees who may be injured or become ill while engaged in the performance of work under the Contract.

5.1.3 **Temporary Furnished Field Offices**. Contractor shall provide site field offices, and change facilities for its employees and Owner's employees. Owner will provide an adequate space. Take into consideration that the area of the works is considered included in the contract price and they shall be transferred to Owner in a good condition after completion of the contract.

5.1.4 **Fire Prevention/protection** Contractor shall provide a fire prevention/protection program including fire protection equipment to mitigate the possibility of fires. Contractor's recommended fire prevention /protection program shall be subject to Owner's review.

5.1.5 **Potable Water**. Contractor shall provide potable water for use by its employees and Owner employees.

5.1.6 **Construction Service Water and Fire Water** Contractor shall provide water for use during construction of the plant, including fire