

Zhejiang Cixi wind farm
110kV connection system contract

正本

浙江慈溪风电场

110KV 接入系统工程总承包合同书

发包方：慈溪长江风力发电有限公司（以下简称甲方）

承包方：宁波送变电建设有限公司（以下简称乙方）

为了确保慈溪风电场 110KV 接入系统工程能早日投运，甲方委托乙方进行风电场 110KV 接入系统工程项目的设计、施工、设备材料采购等工作，为明确职责，经双方协商，特订立本合同，以资共同遵守。

一、 建设项目：浙江慈溪风电场 110KV 接入系统工程。

二、 建设规模

49.5MW 风电场 110KV 接入系统工程及其它相配套的工作。

三、 建设工期：力争 2008 年 1 月 15 日完成。确保 2008 年 1 月 30 日完成。

四、 承包范围：

- 1、 110KV 输电线路（包括架空线、电缆、光缆等）设计、工程施工、材料采购等工作。
- 2、 风电场 110KV 升压变电所内电气设计、工程施工及设备、材料采购等工作（范围界限以 2007 年 3 月 27 日风电场设计协调会会议纪要为准）。
- 3、 220KV 水云变内一个间隔的土建、电气设计、工程施工、设备、材料采购等工作。
- 4、 与本工程相关的其它配套等工作。

五、 甲方职责：

愿，乙方必须及时处理，直至达到施工验收规范要求。

3、工程投运和移交：

经竣工验收合格，投入运行 48 小时运行合格后，甲、乙双方办理交接手续和移交验收证书。自双方办理交接、移交手续之时起，甲方正式接管工程，除工程本身存在的瑕疵责任外乙方的其他责任解除。竣工验收合格后，若因甲方原因不能通电，在本合同约定工期内仍由乙方管理，甲方不另行支付费用。若在本合同约定工期满后仍由乙方代管（乙方可向甲方收取相应费用，有关费用和代管时间另行商议），通电投运时甲方通知乙方派人协助。

4、资料移交：竣工资料于投运后一个月内由乙方移交给甲方。

十二、费用结算依据和方法：

1、本工程合同金额为 ¥5694.9947 万元，大写人民币 伍仟陆佰玖拾肆万玖仟玖佰肆拾柒元。 Contract price: 56,949,947RMB

2、支付方式

本工程项目分三次支付。合同签订后 10 日内支付合同总价 30% 的预付款；主设备（主变压器、GIS 设备）进场后支付合同总价 50% 的设备购置款；工程完工、验收合格、启动会议召开前支付合同总价 20%，同时宁波送变电建设有限公司向慈溪长江风力发电有限公司提供数额为 100 万元的质量保证金银行保函，质量保证金银行保函在试运行合格满一年后 30 日内返还。

十三、特殊情况处理：


非乙方原因引起的费用增加及工期顺延均作相应调整，包括

以下几个部分:

- 1、 国家政策性调整而引起的设计重大变更（如增加设备、线路长度和塔基等）；
- 2、 甲方要求、内容、标准等设计方案的重大变更；
- 3、 因不可抗力或重大自然灾害等情况发生造成重大损失时，工期顺延。
- 4、 如因甲方原因导致土建工程推迟交付或其它甲方原因推迟交付则工期相应顺延。
- 5、 非乙方原因造成的线路路径改变而工期相应顺延。

本合同一式十二份，甲乙双方各执正本一份，副本五份，本合同未尽事宜双方协商解决，本合同经双方签字盖章后生效。

甲方：慈溪长江风力发电有限公司


乙方：宁波送变电建设有限公司


法人代表（委托代理人）：

法人代表（委托代理人）：张敬德

联系人：李学良

联系人：陈玮

联系电话：13429330812 63090106

联系电话：13957424666 87500311

日期：2017年8月3日

Contract for the 110kV Connection System Project of Zhejiang Cixi Wind Farm

Client: Cixi Yangtze River Wind Power Co., Ltd. (hereinafter called as party A for short)

Contractor: Ningbo Power Transmission Facilities Construction Co., Ltd. (hereinafter called as Party B for short)

In order to assure that the 110kV connection system of Cixi Wind Farm is put into operation as soon as possible, Party A entrusts Party B to make the design, construction and equipment and materials purchase of the 11kV connection system project of the wind farm. In order to determine the responsibilities, the two parties specially negotiate and sign the contract.

1. The Name of the Project

110kV connection system project of Zhejiang Cixi Wind Farm

2. The Scale

110kV connection system project of the 49.5MW wind farm and other supporting work

3. Time Limit

Every effort shall be made to complete the project on Jan. 15, 2008 and the completion on Jan. 30, 2008 shall be assured.

4. Scope of the Contract

- (1) The design, engineering construction and materials purchase of the 110kV power transmission line (including the overhead line, cable and optical cable).
- (2) The electric design, engineering construction and equipment materials purchase in the 110kV step-up substation in the wind farm (the boundary of the scope shall accord with the conference summary of the wind farm design coordination conference on Mar. 27, 2007).
- (3) The civil work, electric design, engineering construction and equipment and materials purchase of a compartment in the 220kV Shuiyun Substation.
- (4) Other supporting work relating to the project.

5. Responsibilities of Party A

.....Party B must dispose it in time until the requirements of the construction acceptance specifications are met.

(3) Commissioning and handover of the Project

After the Project is inspected and accepted and put into normal operation for 48 hours, the two parties shall complete the procedure for handover and takeover and hand over the acceptance certificate. After the completion of the procedure for handover and takeover between two parties, Party A shall take over the Project formally. Except the responsibilities for the flaws of the Project itself, the responsibilities of Party B shall be relieved. After the final acceptance of the Project, the Project shall be freely managed by Party B within the contractual limit of time provided that the Project cannot be electrified for reason of Party A. In case that the Project is managed by Party B after the contractual limit of time, Party B can collect corresponding cost from Party A and the cost and time shall be additionally negotiated. When the Project is electrified and put into operation, Party A shall inform Party B for help.

(4) Handover of data:

Within one month after the Project is put into operation, Party B shall hand over Party A the completion data.

12. Basis and Methods for Disbursement Settlement

(1) The contracted value of the Project is RMB 56,949,947 Yuan (RMB fifty six million nine hundred forty nine thousand nine hundred and forty seven Yuan)

(2) Disbursement mode

The Project shall be disbursed for three times. 10 days after the Contract is signed, 30% of the total contract price shall be paid in advance; after the main equipment (main transformer, GIS equipment) is arranged in the field, 50% of the total contract price shall be paid as purchase fees; after the completion and inspection and acceptance and before the kicking-off meeting, the remaining 20% shall be paid and simultaneously, Ningbo Power Transmission Facilities Construction Co., Ltd. shall provide for Cixi Yangtze River Wind power Co., Ltd. a letter of credit as quality guarantee fund, of which the value is RMB1,000,000 Yuan, and it shall be returned within 30 days after the commissioning is accepted for 1 year.

13. Special Issues

Any increased fees and delayed time limit for the Project not being caused by Party B

shall be adjusted accordingly, including:

- (1) Any great change in design caused by adjustment of national policies (e.g. any increase in equipment, line length or tower foundation)
- (2) Any great change in the design plan on the requirements of Party A, contents, or standards;
- (3) The time limit for the Project is delayed as there is a great loss caused by any force majeure or great natural hazard;
- (4) The time limit for the Project is delayed accordingly as the civil work delivery is delayed for Party A's reason or other reasons;
- (5) The time limit for the Project is delayed accordingly as the route is changed not for Party B's reason.

This contract shall be totally twelve copies, in which two are originals and ten are duplicates, and Party A and Party B shall hold one original and five duplicates respectively. Other things not specified in the Contract (if any) shall be negotiated by both parties, and the Contract shall not become effective until both parties sign and seal.

Party A: Cixi Yangtze River Wind Power
Co., Ltd.(stamp)

Party B: Ningbo Power Transmission
Facilities Construction Co.,
Ltd.(stamp)

Legal representative (authorized proxy):
(signature)

Legal representative (authorized proxy):
(signature)

Contact person:

Tel:

Contact person:

Tel:

Date: Aug. 3, 2007