



مكتب التنظيم و الرقابة  
Regulation & Supervision Bureau

# Consent to Shuweihat CMS International Power Company for the Supply and Sale of Demineralised Water to Daewoo Engineering & Construction Company Ltd

Consent

ED/L03/105

17 December 2013

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water, wastewater and electricity sector of the Emirate of Abu Dhabi

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TDS	ED/L03/105	1	17 December 2013	Director General

## **SCIPCO**

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Hamdan Street  
P O Box 32398  
Abu Dhabi  
United Arab Emirates

## **Consent for Supply and Sale of Demineralised Water to Daewoo Engineering & Construction Company Ltd**

### **1. Introduction**

- 1.1 Shuweihat CMS International Power Company ("**SCIPCO**") applied to the Regulation and Supervision Bureau ("**Bureau**") on 12 December 2013 seeking the Bureau's consent pursuant to Condition 2, paragraph 2 of its Licence, to supply and sell Demineralised Water to the Daewoo Engineering & Construction Company Ltd ("**Daewoo**").
- 1.2 The purpose of the supply and sale of Demineralised Water to Daewoo is to assist in the commissioning of facilities at Shuweihat 3 ("**S3**").
- 1.3 SCIPCO will supply up to a maximum of 60 cubic metres per day (m<sup>3</sup>/d) of Demineralised Water to Daewoo.

### **2. Definitions**

- 2.1 Terms used in this Consent shall, unless defined herein or the context otherwise admits, have the same meanings as ascribed to them in the Law or the Licence.

**ADWEC** means the Abu Dhabi Water and Electricity Company.

**Bureau** means the Regulation and Supervision Bureau for the Water, Wastewater and Electricity Sector in the Emirate of Abu Dhabi as established under Law No (2).

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**Consent** means this consent granted by the Bureau to SCIPCO for the supply and sale of Demineralised Water to Daewoo, as may be modified from time to time.

**Daewoo** means Daewoo Engineering & Construction Company Ltd.

**Demineralised Water** means high purity water from multi-stage flash distillation process, which is then polished in the on-site water treatment plant, with conductivity of 0.25 to 0.45 us/cm and pH of 6.4 to 6.6.

**Effective Date** means the date specified in Paragraph 5.1 of this Consent.

**Law** means Law No (2) of 1998 concerning the Regulation of the Water and Electricity Sector in the Emirate of Abu Dhabi, as amended from time to time.

**Licence** means licence number ED/L01/012 dated 17 November 2001 granted by the Bureau to SCIPCO to undertake water desalination and electricity generation subject to the conditions specified therein, as modified from time to time.

**Licensed Activities** means the activities permitted to be carried out by SCIPCO pursuant to the terms of its Licence.

**PWPA** means power and water purchase agreement.

**S3** means Shuweihat 3.

**SCIPCO** means Shuweihat CMS International Power Company.

**TRANSCO** means the Abu Dhabi Transmission and Despatch Company.

**Water Quality Regulations** means the Water Quality Regulations, Revision 4, 17 July 2013 issued by the Bureau, as amended from time to time.

### 3. Consent

- 3.1 The Bureau having duly considered the application from SCIPCO hereby consents, pursuant to Condition 2, paragraph 2 of SCIPCO's Licence, to SCIPCO supplying and selling Demineralised Water to Daewoo to be used for the commissioning of facilities at S3.

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## 4. Conditions

4.1 This Consent is subject to the following conditions:

- (a) Consent is only given in respect of the supply and sale of Demineralised Water to Daewoo.
- (b) SCIPCO will continue to comply with all the requirements of the Law and its' Licence in respect of its Licensed Activities and any activities ancillary thereto.
- (c) SCIPCO will meet any health, safety and environment related requirements imposed by the Bureau or any other authority having jurisdiction over its activities.
- (d) SCIPCO will ensure that the activities associated with the supply of Demineralised Water to Daewoo will not:
  - (i) affect the operations and costs of its Licensed Activities or activities ancillary thereto; or
  - (ii) affect the quality parameters of potable water produced by SCIPCO for ADWEC in accordance with the Water Quality Regulations.
- (e) SCIPCO will continue to meet the quality parameters of potable water in accordance with the Water Quality Regulations at the boundary with TRANSCO as defined in the connection and interface agreement between SCIPCO and TRANSCO.
- (f) SCIPCO will provide the Bureau with a copy of any supply agreement between SCIPCO and Daewoo. The supply agreement must specifically provide that Daewoo will be responsible for verification of the quality of the water transferred.
- (g) SCIPCO will clearly identify all health and safety aspects of handling Demineralised Water and such health and safety procedures applied by SCIPCO shall be immediately notified to Daewoo.

- (h) The activities related to this Consent shall not affect SCIPCO's ability to perform its obligations to ADWEC under any PWPA.
- (i) For the avoidance of doubt, all obligations of SCIPCO under its PWPA with ADWEC and/or any water despatch instructions received from TRANSCO shall take priority over any supply agreement with S3, such supply being provided on a best endeavours basis only.

## 5. Effective Date

5.1 This Consent shall be effective from 17 December 2013.

## 6. Term of Consent

6.1 This Consent shall remain in force and effect until and including 31 March 2014, after which SCIPCO must apply to the Bureau for renewal of this Consent to continue to supply and sell Demineralised Water to Daewoo.

## 7. Modification and Revocation

7.1 This Consent is subject to modification or revocation by the Bureau at any time by reasonable written notice to SCIPCO.

**GRANTED for and on behalf of the Bureau by:**

  


**NICHOLAS CARTER**

Director General

**Dated** this 17<sup>th</sup> day of December 2013

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