

CONTRACT FOR

[●]

Contract No. [●]

Keppel [●]

and

[●]

Relating to [●]

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[●]

THIS AGREEMENT is made the [●] day of [●], 20[●]

BETWEEN

1. **[KEPPEL DHCS PTE LTD ●]** [Co. Reg. No.[**199804799M ●**]], a company incorporated under the laws of the Republic of Singapore, and having its registered address at **1 HarbourFront Avenue, #18-01, Keppel Bay Tower, Singapore 098632** (hereinafter referred to as the “**Keppel**”) of the one part

AND

2. [●], a company incorporated in [●] and having its registered office at [●], (hereinafter referred to as the “**Contractor**”) of the other part.

WHEREAS

- A. [●] (“Employer”) and Keppel has entered into an agreement (“Client’s Contract”) on [●] which Keppel will undertake [●].
- B. Keppel and the Contractor desire to enter into this Agreement pursuant to which the Contractor is appointed to design, execute and complete the Contract Works generally known as **Design, Manufacture, Delivery, Installation, Training and Testing and Commissioning of [●]** in accordance with the terms of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1 Definition

- 1.1 In this Contract, the following words and expressions shall have the meanings herein assigned to them except where the context otherwise requires:
 - a) “Agreement” or “Contract” means this contract made between Keppel and the Contractor.
 - b) “Authorisation” means (i) any consent, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, authority or exemption from, by or with a Government Agency; and (ii) in relation to anything which a Government Agency may prohibit or restrict within a specific period, the expiry of that period without intervention or action or notice of intended intervention or action.
 - c) “Claimed Amount” shall have the same meaning as defined in Paragraph 1 of Schedule M.
 - d) “Client’s Contract” means the contract made between Keppel and the Employer as described under Recital A.
 - e) “Commencement Date” shall have the same meaning as defined in Clause 9.1.

- f) “Commercial Operation Tests” means the tests which are required to be performed by the Contractor under this Contract (including the tests specified in this Contract, or agreed by both parties or instructed as a Variation).
- g) “Commercial Operation Testing Plan” means the high level testing plan as required under Schedule T (*Specifications*).
- h) “Conditions” means the main body of the Contract which contained Clauses 1 to 47.
- i) “Construction Documents” means the documents, designs, drawings, documents of a technical nature, calculations, computer software (programs), samples, patterns, models, operation and maintenance manuals and other manuals and information of a similar nature, to be supplied or supplied by the Contractor under the Contract.
- j) “Cost” means all substantiated expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- k) “Contract Defects Liability Period” means the period described in Clause 34.1.
- l) “Contractor” means [●] and the legal successors in title to this person.
- m) “Contractor’s Equipment” means all equipment, machinery, apparatus, and other things (other than Temporary Works) required for the execution and completion of the Contract Works and the remedying of any defects, but does not include the Contract Plant, Materials, or other things intended to be part of the Permanent Works.
- n) “Contract Plant” means the equipment, machinery, apparatus, vehicles and things of all kinds to be provided, manufactured, tested and/or delivered to the Site to be installed to form or forming part of the Permanent Works.
- o) “Contractor’s Personnel” means all the personnel deployed on the Site by or on behalf of the Contractor, and shall include all staff, labour, other employees and agents of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Contract Works.
- p) “Contractor’s Programme” means the programme under Clause 10.2 including any subsequent revisions under Clause 10.3.
- q) “Contract Sum” means the lump sum set out in Paragraph 1 of Schedule A, and shall be fixed subject only to adjustments expressly provided for in this Contract.
- r) “Contract Works” means the Temporary Works and the Permanent Works which includes the Contract Plant.
- s) “Date of Completion of Delivery” shall have the same meaning as defined in Paragraph 6 of Schedule K.
- t) “Date of Completion of Contract Works” shall have the same meaning as defined in Clause 33.2(a)
- u) “Date of Completion” shall have the same meaning as defined in Clause 33.2(a).
- v) “Employer” means [●] and the legal successors in title to this person.

- w) “Environmental Law” means a Law whether arising by statute or common law, relating to the environment including a law relating to the use of land, planning, environmental assessment, the environmental heritage, water catchments, pollution of sea, sea beds, sea coast, beaches, air, soil, groundwater or water, noise, soil, chemicals, pesticides, hazardous substances, the ozone layer, dangerous goods, building regulation, occupation of buildings, public health, occupational health and safety, environmental hazard, any aspect of the protection of the environment, or the enforcement or administration of any of those laws (whether that law arises under statute or the common law or pursuant to any Authorisation, notice, decree, order or directive of any Government Agency or otherwise).
- x) “Factory Acceptance Tests” means the tests specified in the Specifications (or otherwise agreed by Keppel and the Contractor, or instructed as a Variation by Keppel) which are required to be performed by the Contractor prior to the delivery of the Contract Plant to the Site.
- y) “Final Acceptance Certificate” means the certificate issued by Keppel under Clause 35.
- z) “Goods” means Contractor’s Equipment, Materials, Contract Plant and Temporary Works, or any of them as appropriate.
- aa) “Government” means the Government of the Republic of Singapore.
- bb) “Government Agency” means the Government, any government and any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, Government Minister, agency or entity.
- cc) “Intellectual Property” means all intellectual property rights existing worldwide including any patent, design (whether registered or not), copyright, trademark, moral rights, protected circuit layout (or similar right), trade secret, confidential information or other right whether existing under statute, at common law or in equity.
- dd) “Keppel” means **KEPPEL DHCS PTE LTD [●]** and the legal successors in title to this person.
- ee) “Keppel’s Personnel” means the personnel, staff, and labour directly or indirectly deployed or employed by, assisting, or acting on behalf, of Keppel.
- ff) “Law” means any decree, resolution, law, statute, act, ordinance, rule, directive (to the extent having the force of law in the Republic of Singapore), order, treaty, code or regulation (including any relating to health or safety matters or any Environmental Law) or any interpretation of the foregoing, as enacted, issued or determined by any Government Agency and includes: (i) any Authorisations; and (ii) any injunction or final non-appealable judgment directly applicable to the relevant party of any Government Agency having jurisdiction over the matter in questions.
- gg) “Materials” means materials, or things of all kinds (other than Contract Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply-only items (if any) which are to be supplied by the Contractor under this Contract.
- hh) “Months” means a calendar month.
- ii) “Payment Claim” shall have the same meaning as defined in Paragraph 1 of Schedule M.

- jj) “Payment Response” shall have the same meaning as defined in Paragraph 10 of Schedule M.
- kk) “Performance Bond” shall have the same meaning as defined in Paragraph 1 of Schedule C.
- ll) “Permanent Works” means the permanent works to be executed and completed in accordance with the Contract.
- mm) “Phase” or ‘Phase of the Contract Works” means a part of the Contract Works specified in Paragraph 2.2 of Schedule B as a Phase (if any).
- nn) “Project” means the project referred to and defined as the “Project” in and for the purposes of the Client’s Contract..
- oo) “Proprietary Information” of a person means information rightfully in the possession of that person, including a document, idea, policy, procedure, method, process, materials or other tangible or intangible thing, which information derives economic value from not being generally known to, and not being readily ascertainable by, proper means by another person who can obtain economic value from its disclosure and use, and which is the subject of reasonable efforts to maintain its secrecy.
- pp) “Provisional Sum Items” means items of work which shall only be executed or provided upon instruction in writing by Keppel who may decide that the work in whole or in part or not at all may be carried out by the Contractor.
- qq) “Rates” means those rates and prices contained in Schedule S (*Schedule of Works and Prices*) including any modifications or additions thereto agreed in writing between Keppel and the Contractor.
- rr) “Reference Schedule” means the reference schedule for the Contract Works set out in the Specifications, as amended in accordance with the Contract.
- ss) “Response Amount” shall have the same meaning as defined in Paragraph 10 of Schedule M.
- tt) “Schedule of Works and Prices” means the schedule attached as Schedule S (*Schedule of Works and Prices*).
- uu) “Site” means the place located at Singapore where the Contract Works are to be executed and to which the Contract Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- vv) “Specifications” means the specifications as set out in Schedule T (*Specifications*) which specifies the purpose, scope, design and technical specifications and/or criteria for the Contract Works and/or the Contract Plant including any modifications or additions thereto as may from time to time be issued or approved in writing by Keppel.
- ww) “Temporary Acceptance Certificate” means the certificate issued by Keppel under Clause 33.
- xx) “Temporary Works” means all works of a temporary nature of every kind (other than Contractor’s Equipment) required or provided in or about the design, execution and completion of the Contract Works and the remedying of any defects therein.

- yy) “Test after Completion” means the tests (if any) which are specified in the Specifications and which are carried out under **Schedule P**.
 - zz) “Testing Procedure” means the specified testing procedures for testing the Contract Works as required under Schedule T (*Specifications*).
 - aaa) “Time for Completion” means the time for completing the Contract Works or a Phase (as the case may be) under Clause 9.5 and 9.6 and as stated in Paragraph 2.2 of Schedule B with any extension of time as the Contractor is allowed under the Contract.
 - bbb) “Time for Completion of Remediation Works” shall have the same meaning as defined in Clause 34.3.
 - ccc) “Time for Delivery” means the period of time for Delivery of the Contract Plant or any Phase thereof as specified in Paragraph 1.2 of Schedule B subject to any extension of time as the Contractor is allowed under the Contract.
 - ddd) “Variations” shall have the same meaning as defined in Clause 22.1.
 - eee) “Works” means the works referred to and defined as the “Works” in and for the purposes of this Contract.
- 1.2 Any reference in this Contract to a party shall mean either Keppel or the Contractor, and any such reference to parties shall (as the case may be) mean all of them.
 - 1.3 This Contract may as far as is permitted by law or by its express terms bind or benefit the heirs, personal representatives, administrators, legal successors or assigns of the parties.
 - 1.4 Words importing the singular shall also include the plural and vice versa where the context requires.

2 Interpretation

- 2.1 The Schedules hereof all form part of this Contract and, subject to Clause 2.2, will have the same force and effect as if expressly set out in the body of this Contract.
- 2.2 In the event of any inconsistency between:
 - (a) The provisions of Clauses 1 to 47 as set out in the main body of this Contract; and
 - (b) Any part of any of the Schedules,
 the conflict will be resolved according to the following order of priority:
 - (c) Clauses 1 to 47 as set out in the main body of this Contract;
 - (d) Schedule A to Schedule Y.
- 2.3 The contra proferentum rule shall not apply to the Contract.

- 2.4 The headings and marginal notes in the Contract (including the Schedules) shall not be deemed to be part of the Contract or be taken into consideration in the interpretation or construction of the Contract.
- 2.5 In this Contract, the use of the words ‘includes’ or ‘including’ when introducing an item or list of items does not limit the meaning of the words which follow to that item or those items or to items of a similar kind.
- 2.6 A reference in this Contract to any Clause, Paragraph, Schedule, Conditions, appendix or annex is, except where it is expressly stated to the contrary, a reference to such Clause, sub-Clause, Paragraph, Schedule, Conditions, appendix or annex of this Contract.

3 Joint and Several Liability

- 3.1 If the Contractor constitutes (under applicable laws) a joint venture, consortium or other unincorporated grouping of two or more persons:
- (a) These persons shall be deemed to be jointly and severally liable to Keppel for the performance of the Contract;
 - (b) These persons shall notify Keppel of their leader who shall have authority to bind the Contractor and each of these persons; and
 - (c) The Contractor shall not alter its composition or legal status without the prior consent of Keppel.

4 General Obligations

- 4.1 The Contractor shall so design, execute and complete the Contract Works so that they shall conform with all the requirements of the Contract. The Contractor will do all things necessary so that no breach shall occur of any of Keppel’s obligations to the Employer under the Client’s Contract arising out of the carrying out of the Contract Works and this Contract.
- 4.2 The Contractor shall, in the course of carrying out the Contract Works, comply with the Keppel’s obligations in the Client’s Contract so that no breach shall occur of any of the Keppel’s obligations to the Employer under the Client’s Contract arising out of the carrying out of the Contract Works and this Contract.
- 4.3 Without prejudice to any other indemnities under this Contract, the Contractor shall indemnify Keppel against any liability incurred by him to any person (whether the Employer under the Client’s Contract or third parties), and against all claims, damages, loss, costs and expenses made against or incurred by him, by reason of any negligence, act, omission or default by the Contractor or any breach by the Contractor of this Contract.

5 Safety Procedures

- 5.1 The Contractor shall throughout the progress of the Contract Works have full regard for the safety of all persons entitled to be on the Site and shall take all precautions as may reasonably be required to avoid any danger injury or harm to person or property.
- 5.2 Without limiting the foregoing in any way, the Contractor shall:

- (a) comply with all applicable safety regulations including, without limitation, the Workplace Safety and Health Act (Cap. 354A) and any regulations enacted thereunder and perform all other duties required of it under the said Act and regulations;
- (b) co-operate with Keppel and the Employer in relation to their discharge of all functions and duties required of it under the Workplace Safety and Health Act, which functions and duties may include, without limitation:
 - (i) the performance of risk assessments;
 - (ii) the maintenance of records; and
 - (iii) the reporting of injuries and occupational diseases,
 in accordance with the Workplace Safety and Health Act;
- (c) co-operate with Keppel and the Employer to eliminate or minimise risks to any person who may be affected by the Contract Works;
- (d) use reasonable efforts to keep the Site and Contract Works clear of unnecessary obstruction so as to avoid danger to these persons;
- (e) provide and maintain at its own cost all guards, fencing, barricades, barriers, multilingual warning signs and lighting at the Site, and shall also provide fire alarms, fire extinguishers and any other fire-fighting equipment at strategic points thereon and shall ensure that its workmen are adequately trained in the use thereof, and guard and watch over the Contract Works until the issue of Temporary Acceptance Certificate for the whole of the Contract Works;
- (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Contract Works, for the use and protection of the public and of owners and occupiers of adjacent land; and
- (g) comply with the prevailing labour and safety regulations of Singapore and as specified in the Contract.

6 Unforeseeable Difficulties

6.1 Except as otherwise stated in this Contract:

- (a) the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Contract Works;
- (b) by the Commencement Date, the Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Contract Works; and
- (c) the Contract Sum shall not be adjusted to take account of any unforeseen difficulties or costs.

7 Access Route

- 7.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site and the parts of the Site that the Contractor shall execute the Permanent Works and to which Contract Plant and Materials are to be delivered or stored. The Contractor shall use reasonable efforts to prevent any road, berth or bridge from being damaged by any act or omission on the Contractor's part or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.
- 7.2 Except as otherwise stated in this Contract;
- (a) the Contractor shall (as between the parties) be responsible for any maintenance which may be required for its use of access routes;
 - (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities and Government Agency for its use of routes, signs and directions;
 - (c) Keppel shall not be responsible for any and all suits, sanctions, statutory claims, legal proceedings, claims, actions, assessments, judgements, penalties, demands or fines brought or enforced or which may be brought or enforced against a person, which may arise from the use or otherwise of any access routes;
 - (d) Keppel does not guarantee the suitability or availability of particular access routes; and
 - (e) any costs that are or may be incurred due to non-suitability or non-availability for the use required by the Contractor, of access routes shall be borne by the Contractor.

8 Directions from Keppel

- 8.1 Keppel may issue any direction or instruction in writing to the Contractor in regard to the Contract Works (including the ordering of any Variations therein). No directions, instructions or Variations ordered or required by Keppel or subsequently sanctioned by him shall vitiate this Contract.
- 8.2 If within 14 days after receipt of a written notice from Keppel requiring compliance with a direction or instruction of Keppel, the Contractor does not begin to comply therewith, then Keppel may either on his own or employ and pay other persons to comply with such direction or instruction and all costs and expenses incurred by Keppel either by complying with such direction or instruction on his own or by employing any other persons may be set-off and/or deducted from any monies due or to become due to the Contractor under the Contract and/or shall be recoverable from the Contractor as a debt.

9 Commencement and Completion Date

- 9.1 The Contract shall come into force on [●] ("Commencement Date").
- 9.2 Sub-Clause not in used.
- 9.3 Sub-Clause not in used.
- 9.4 The Contractor shall carry out the Contract Works with diligence and due expedition at all times.

9.5 Subject to such extension or extensions of time (if any) as the Contractor may be allowed under this Contract, the Contractor shall so execute the Contract Works to ensure the achievement of the following by the Time for Delivery (as specified in Paragraph 1.2 of Schedule B):-

- (a) the completion of design, engineering, manufacturing of the Contract Plant;
- (b) the passing of the Factory Acceptance Test,
- (c) the completion of all work which is stated in the Contract as being required to be completed prior to the delivery of the Contract Plant to the Site, including the matters described in Paragraph 3.2, 5 and 6.1 of Schedule I; and
- (d) the delivery of the Contract Plant to the Site.

9.6 Subject to such extension or extensions of time (if any) as the Contractor may be allowed under this Contract, the Contractor shall complete each Phase of the Contract Works in accordance with the Contract by the Time for Completion of that Phase (as specified in Paragraph 2.2 of Schedule B). In the case of Phase [●], the Contractor shall comply with Clause 9.7 below before Phase [●] is considered completed.

9.7 Phase [●] (as specified in Paragraph 2.2 of Schedule B) shall not be considered completed and the Temporary Acceptance Certificate for Phase [●] will not be issued unless the Contractor has completed the following in accordance with the Contract:-

- (a) completed the whole of the Contract Works under this Contract;
- (b) successfully passed the Commercial Operation Tests;
- (c) provided all results of the Commercial Operation Tests to Keppel;
- (d) completed all work which is stated in the Contract as being required for the Contract Works to be considered to be completed for the purpose of achieving the issue of Temporary Acceptance Certificate, including the matters described in Clause 6.1 of **Schedule T**;
- (e) provided Keppel with the following documents and deliverables: -
 - (i) copies of all Authorisations as required under Paragraph 3.2 of Schedule I that have not been previously provided to Keppel; and
 - (ii) evidence that all of the Authorisations as required under Paragraph 3.2 of Schedule I are unconditional or are on conditions satisfactory to Keppel, at Keppel's discretion.

10 Programme

10.1 The Contractor shall be deemed to have notice of Keppel's Programme. The Contractor shall, in carrying out the Contract Works, observe and comply with Keppel's Programme. In the event of any inconsistency between Keppel's Programme, the Contractor shall notify Keppel of such inconsistency.

- 10.2 The Reference Schedule, provided at Schedule T, is provided as a reference for the Contractor to prepare a detailed programme for the design and execution of the Contract Works ("Contractor's Programme"). Within 14 days from the Commencement Date, the Contractor shall submit a detailed programme ("Contractor's Programme") to Keppel for approval. The Contractor's Programme shall be consistent with the Reference Schedule.
- 10.3 Should it appear to Keppel that the execution of the Contract Works does not conform with the programme approved by Keppel, Keppel may in writing require the Contractor to submit a revised Contractor's Programme. Keppel may require any necessary revisions to the Contractor's Programme or revised Contractor's Programme (as the case may be) such that the revised programme allows or enables the completion of the Contract Works on time and in accordance with Keppel's Programme.
- 10.4 The Contractor's Programme shall conform with Keppel's Programme and shall take into account all the Time for Completion. The Contractor's Programme shall cover all activities for which the Contractor is responsible from the commencement of planning and design to completion of the Contract Works, including the necessary approvals, procurement of raw materials, fabrication, finished product, workshop testing, shipment, site erection, supervision, testing and commissioning and satisfaction of all requirements under this Contract to achieve the Time for Completion.
- 10.5 The acceptance or approval by Keppel of the Contractor's Programme (or any revisions thereof) shall not relieve the Contractor of any of his obligations under this Contract.
- 10.6 In no circumstances shall Keppel be liable to the Contractor for any loss, damages, costs or expenses arising from the following:- (i) Keppel having to extend the Time for Completion or any adjustment to the Contractor's Programme; and (ii) the Contractor having to execute the Contract Works in accordance with adjustments to the Contractor's Programme (including any extension of the Time for Completion).

11 Contractor's Design

- 11.1 The Contractor warrants that the Construction Documents and his design (including the design provided by Keppel and incorporated as part of the design of the Contractor) for the Contract Works are fit for the purpose for which they are intended under the Contract. Without prejudice to the foregoing, the Contractor in preparing the Construction Document shall comply with the Specification and the Law.
- 11.2 The Contractor acknowledges that Keppel is relying upon the skill and judgement of the Contractor in regard to the design or suitability of any part or all of the Contract Works, and the work, goods or materials supplied under the Contract. Before commencing the design, the Contractor shall satisfy himself regarding the requirements of this Contract (including but not limited to the design criteria, calculations, any interfacing or information requiring coordination). The Contractor shall promptly notify Keppel in writing of any error, ambiguity, discrepancy, inconsistency, fault or other defect in the Specifications or the Contract after which Keppel shall direct the Contractor as to the interpretation to be followed by the Contractor in performing its obligations under this Contract. The Contractor shall comply with such direction and shall not be entitled to any additional costs by reason of such direction from Keppel.
- 11.3 Keppel's acceptance or approval of the Contractor's method statements, design, drawings or construction details of the Contract Works shall not be construed as the following:

- (a) The Contractor being relieved of his responsibility for any errors, fault or other defect in such method statements, design, drawings or construction details; or
 - (b) The Contractor being relieved in any way of his duty to properly implement and co-ordinate all matters relating to the Contract Works.
- 11.4 The design of the Contract Works shall be prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the Specifications. Unless otherwise stated in the Contract, the Contractor shall submit to Keppel for consent the name and particulars of each proposed designer and design contractor.
- 11.5 The Contractor warrants that he, his designers and design contractors have the requisite experience and capability as are necessary for the design of the Contract Works. The Contractor undertakes that himself, his designers and design contractors shall be available to attend any meetings or discussion with Keppel at all reasonable times, until the expiry of the Contract Defects Liability Period.

12 Intellectual Property Rights

- 12.1 The Contractor owns or is licensed to use all Intellectual Property in any Proprietary Information or the Construction Document:
- (a) owned by or licensed to the Contractor on Commencement Date; and
 - (b) first discovered or developed by the Contractor, or on behalf of the Contractor, during the course of performing its obligations under this Contract.
- 12.2 As between the parties, the Contractor shall, subject to Clauses 12.9 to 12.12, retain the copyright and other intellectual property rights in the Construction Documents and other design documents made by (or on behalf of) the Contractor.
- 12.3 The Contractor grants to Keppel a global, royalty-free, transferable, perpetual, irrevocable, non-exclusive license (including the right to grant royalty-free sub-licences) to use the Intellectual Property of the Contractor referred to in Clause 12.1 for use in relation to, in connection with or for the purposes of performing Keppel's obligations under the Project. This licence shall survive termination of the Contract for an unlimited period in time. Keppel shall have the right to transfer such Intellectual Property to the Employer or any third party in connection with the Project.
- 12.4 Without prejudice to Clause 12.3, the licence shall:
- (a) entitle any person in proper possession of the relevant part of the Contract Works to copy, modify, use and communicate the Construction Documents and Proprietary Information for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Contract Works or any part thereof; and
 - (b) in the case of Construction Documents or Proprietary Information which are in the form of computer programs and other software or any electronic copies of any Construction Documents or Proprietary Information, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers.

12.5 The Contractor warrants that:

- (a) the Contractor owns or has obtained licences to use, or will own or will obtain licences to use, at the relevant time, all Intellectual Property rights in any Proprietary Information and the Construction Documents provided by the Contractor and necessary for performance of the Contractor's obligations under this Contract; and
- (b) the performance of the Contractor's obligations under this Contract will not infringe any other person's Intellectual Property rights.

This warranty survives the termination of this Contract.

12.6 The Contractor shall indemnify and hold Keppel harmless against all loss, costs (including legal costs), expenses, damages, fines or penalties suffered by Keppel or any suits, legal proceedings, actions, judgements, or demands brought against Keppel arising out of or in connection with breach of Clause 12.5.

12.7 As between the parties, Keppel shall retain the copyright and other intellectual property rights in the Specifications and other documents made by (or on behalf of) Keppel. The Contractor may, at his cost, copy, use, and obtain communication of these documents solely for the purposes of performing his obligations under the Contract.

12.8 Keppel grants to the Contractor, to the extent that Keppel is legally capable, a global, royalty-free, non-transferable, non-exclusive license for the duration of the Contract (including the right to grant royalty-free sub-licences) to use, in connection with the design, execution, and completion of the Contract Works and the remedying of any defects, the Intellectual Property owned by or licensed to Keppel.

12.9 It is understood and agreed that all tangible work product (other than the intellectual property rights contained therein) relating to the Contract Works or for the purposes of the Contract Works submitted or provided to Keppel or which is required to be submitted or provided to Keppel (whether prepared by or on behalf of the Contractor or any contractor or consultant or their respective agents or employees) including but not limited to, drawings, designs, computer programs, samples, models, sketches, data and specifications (whether in documentary form or stored on any computer disk, tape or other media) and models (collectively the "Work Product") shall belong to Keppel exclusively upon the same coming into existence without further charge to Keppel and may be used for the purpose of designing, constructing, owning and operating the Project.

12.10 The Contractor hereby represents and warrants to Keppel that no such Work Product, information or data is the subject of any confidentiality or proprietary rights (save for such rights as may be vested in Keppel, whether by virtue of the Contract or otherwise) and the reproduction, use and communication of the same by Keppel (or any third party authorised by Keppel) will not infringe any rights of any third party.

12.11 For the avoidance of doubt:

- (a) Keppel shall have the right to review the Contract Works as it progresses inclusive of all drawings and data pertaining to the Contract Works.
- (b) All drawings, specifications and other material and data furnished by Keppel to the Contractor shall remain the property of Keppel and shall be promptly returned to Keppel by the Contractor upon completion of the Contract Works unless the Contractor is otherwise instructed in writing by Keppel.

- 12.12 Any material prepared by the Contractor or any contractors using Computer Aided Drafting ("CAD") systems shall be generated utilising the latest version of AutoCAD® computer drafting software and shall be furnished to Keppel at no cost to Keppel in printed format as well as in an electronic format and on a storage media reasonably acceptable to Keppel.

13 Contract Works

- 13.1 The Contractor warrants that the Contract Works, and all goods, materials or articles supplied and/or installed by the Contractor shall be fit for the purpose for which they are intended under the Contract.
- 13.2 The Contractor warrants that the Contract Works, and all goods, materials or articles supplied and/or installed by the Contractor shall satisfy the following conditions: -
- (a) shall comply and fulfil the requirements under this Contract (including but not limited to the Specifications);
 - (b) shall comply with the Law;
 - (c) shall be new and of first-class quality and in every respect suitable for the requirements under the Contract;
 - (d) shall be manufactured by reputable manufacturers which are subject to the approval of Keppel;
 - (e) shall fulfil the performance data, characteristics and properties as laid down in the Specifications as described in Schedule T;
 - (f) shall operate at all capacities up to the maximum capacities, successfully and without undue noise, undue wear, undue heating, undue straining of parts and without undue vibration; and
 - (g) shall be efficient for easy maintenance and in harmonious operating conditions with other parts of the Contract Works, and equipped in accordance with up-to-date techniques.
- 13.3 The Contractor shall do all things necessary to achieve the issue of the Temporary Acceptance Certificate in accordance with Paragraph 2.2 of Schedule B.
- 13.4 The Contractor shall deliver the documents described in the Schedule T (Specifications) and to Keppel's reasonable satisfaction.
- 13.5 The Contractor shall use materials and workmanship of the quality and standards specified in the Contract.
- 13.6 The Contractor shall provide the Construction Documents, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or

permanent nature, required in and for the proper design, execution, completion, and maintenance and the remedying of any defects of the Contract Works.

- 13.7 The Contract Works shall include any work which is necessary to satisfy the Specifications, or is indispensably necessary for the design, execution, completion and maintenance of the Contract Works, and all works which (although not mentioned in the Contract) are indispensably necessary for stability or for the completion, or safe and proper operation, of the Contract Works. For the avoidance of doubt, the Contract Works shall include the design, construction, completion and, where applicable, the testing of the interfaces.
- 13.8 The Contractor shall, whenever required by Keppel, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Contract Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to and expressly agreed in writing with Keppel.

14 Contractor Resources in Manufacturing Premises and on Site

- 14.1 The Contractor shall, at all times, provide all and sufficient superintendence, labour, workers, Contract Plant, accessories, Materials, Contractor's Equipment, Temporary Works and all other things whether of a temporary or permanent nature, required for design, execution and completion of the Contract Works within the Time for Completion, and the remedying of defects.
- 14.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations, of all methods of construction and of all the Contract Works, irrespective of any approval or consent by Keppel.
- 14.3 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. Keppel may require the Contractor to remove (or cause to be removed) any of the Contractor's Personnel or persons employed on the Site or Contract Works, who:
 - (a) Persists in any misconduct or lack of care,
 - (b) Carries out duties incompetently or negligently,
 - (c) Fails to conform with any provisions of the Contract, or
 - (d) is found to have acted in disregard or breach of any safety or environmental regulations.
- 14.4 Upon the signature of the Contract, the Contractor shall forthwith provide to Keppel the curriculum vital (CV) of all his key personnel engaged for this Project along with the organisation chart for Keppel's approval. Upon the signature of the Contract and throughout the duration of this Contract, Keppel shall have right and in its sole discretion approves the key personnel engaged in this Project. If Keppel decides that any of the key personnel is not suitable for this Project, he will notify the Contractor in writing. The Contractor shall provide the CV of a suitable replacement within a period of 14 days from the date of such notice.
- 14.5 If the Contract Works is in delay due to insufficient workers, equipment, accessories, materials provided by the Contractor, Keppel may supply the same to meet the Time for Completion. In such event, Keppel shall have the right to recover from the Contractor for the loss, damages, costs and expenses incurred or suffered by Keppel for such supply of workers, equipment, accessories and materials.

- 14.6 If the Contract Works are in delay and the delay is not caused by Keppel, Keppel, for the purpose of avoiding or mitigating such delay and/or to expedite the Contract Works, may choose, but shall not be obliged, to take over any part or the whole of the Contract Works to carry out the same on its own or by employing other persons to carry out the same, and the Contractor shall have no claim against Keppel whatsoever for the said action. Notwithstanding Clause 23.2, Keppel shall have the right to recover from the Contractor for the loss, damages, costs and expenses thereby incurred or suffered by Keppel due to such delay caused by the Contractor and the take over of the Contract Works or any part thereof.

15 Co-operation with Other Contractors

- 15.1 The Contractor shall be deemed to know that there are other contractors involved in the design, construction, implementation and execution of the Project (whether employed by Keppel or otherwise) and as such Keppel is entitled to make any necessary adjustments to Contractor's Programme in order to co-ordinate the Contract Works with the works of the other contractors.
- 15.2 The Contractor acknowledges and agrees that as a result of the other contractors involved in the design, construction, implementation and execution of the Project (notwithstanding that they are employed by Keppel or otherwise) who are working at the Site or on the Project, Keppel may not have full control over the overall execution of the works or to the giving of possession of the Site (or any part thereof) to the Contractor.
- 15.3 The Contractor is deemed to know that the giving of possession of the Site to Keppel is the prerogative of the Employer and that Keppel does not have full control to allow the Contractor to occupy or access the Site at the time(s) set out or inferred from the Contractor's Programme to execute the Contract Works.
- 15.4 In no circumstances shall Keppel be liable to the Contractor for any loss, damages, costs or expenses arising from the failure of Keppel to give possession or access to the Site to the Contractor at the time(s) set out or inferred from the Contractor's Programme.
- 15.5 The Contractor may be given joint possession to parts of the Site with other contractors (whether employed by Keppel or otherwise) for the purpose of carrying out his contractual obligations and he shall in no way interfere with, impede or otherwise prevent these other contractors from carrying out their contractual obligations.
- 15.6 The Contractor shall ensure, that his works parameters, condition and equipment interface are able to match with other Contractors during the execution of this Contract. To avoid any interfacing problems or issues, the Contractor shall attend coordination meetings or design liaison meetings as and when required by Keppel.

16 Existing Installed Equipment and Instrumentation on Site

- 16.1 If the Contractor is required, under this Contract to perform works at the Site, and when the Contractor takes possession of the Site or part thereof, there may be equipment and instrumentation already installed by Keppel or other contractors in and around the Site, then in such event, the Contractor shall ensure that in executing the Contract Works, he shall not affect or interfere with such equipment and instrumentation. In the event the

Contractor affects, interferes with or causes any damage to such equipment and instrumentation, Keppel shall have the right to recover from the Contractor for the loss, damages, costs and expenses thereby incurred or suffered by Keppel arising therefrom (including the cost of rectifying any damage to the equipment and instrumentation).

17 Report

- 17.1 The Contractor shall submit to Keppel, a monthly schedule of the progress, weekly reports, estimates, records, photographs and other data or information as may be requested by Keppel concerning the Contract Works performed under this Contract.
- 17.2 The Contractor shall submit to Keppel his purchase list, if any, showing his various Contractors, purchase order, number of critical equipment, description of the materials involved and the delivery dates.

18 Quality Assurance System and Documents Submitted

- 18.1 All works and materials required to be carried out by the Contractor in this Contract shall be executed and controlled by an approved quality assurance system provided by the Contractor.
- 18.2 Keppel's acceptance or approval of the Contractor's method statements, drawings, or construction details of the Contract Works or Contract Plant and/or Materials shall not be construed as follows:
 - (a) The Contractor being relieved of responsibility under the Contract for any errors in such method statements, drawings or construction details,
 - (b) The Contractor being relieved of providing additional details or to comply with any directions or instructions previously given to the Contractor, or
 - (c) The Contractor being relieved of assisting Keppel in every way necessary for the proper implementation and co-ordination of all matters relating to the Contract Works.

19 Manufacturers Specified

- 19.1 For any materials or products which the Contractor uses or installs other than those specified in this Contract, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes (including engineering costs of redesign) in the Contract Works to the reasonable satisfaction of Keppel in using or installing such materials or products. If no manufacturer of materials or products is named in the Contract, the Contractor shall seek the approval of Keppel before using such materials or products or installing such materials or products as part of the Contract Works.
- 19.2 Keppel may reject any materials or products delivered or installed as part of the Contract Works if the Contractor fails to obtain such approval under Clause 19.1 above. Any additional cost arising from such rejection shall be borne by the Contractor.

20 Assignment and Sub-Contracting

- 20.1 Unless Keppel agrees in writing, the Contractor shall neither assign his interests, rights or benefits under this Contract nor transfer his liability nor make arrangements for the vicarious performance of such functions, obligations or duties by any other person nor make arrangements whereby the execution of the Contract Works is carried out by another person or persons.
- 20.2 Except where expressly provided in this Contract, the Contractor shall not engage or permit the engagement of any contractor without the prior written consent of Keppel.
- 20.3 In clauses 20.4 and 20.5, the terms: -
- (a) “first tier sub-contracting” means the Contractor sub-contracting any part of the Contract Works to any of his contractors (such contractors known as “first tier contractors”); and
 - (b) “second tier sub-contracting” means any of the first tier contractors sub-contracting any part of the Contract Works to any of his contractors (such contractors known as “second tier contractors”).
- 20.4 For the avoidance of doubt, the giving of any consent under Clause 20.2 to the Contractor to sub-contract any part of the Contract Works to any of his first tier contractors shall not be construed as consenting to any of the first tier contractors to sub-contract any part of the Contract Works to the second tier contractors. If any first tier contractor intends to sub-contract any part of the Contract Works to the second tier contractors, the Contractor shall seek the prior written consent of Keppel under Clause 20.2.
- 20.5 There shall not be more than second tier sub-contracting under this Contract. Keppel will not give consent to the Contractor for allowing the second tier contractors to sub-contract any part of the Contract Works to their contractors.
- 20.6 Keppel’s consent to any sub-contracting shall not relieve the Contractor of his liability to perform his obligations under the Contract and execute the Contract Works in accordance with the Contract (including in the event of any breach by the Contractor’s contractors who are directly or indirectly employed by the Contractor).

21 Property in Contract Plant & Materials

- 21.1 Each item of the Contract Works, Contract Plant, Materials, goods, and other items shall become the property of Keppel, at whichever is the earlier of the following times, free from liens and other encumbrances:
- (a) When it is delivered to the Site; or
 - (b) When the Contractor is entitled to payment of the value of such item of the Contract Works, Contract Plant, Materials, goods and other items under Schedule M.
- 21.2 All Contract Works, Contractor’s Equipment, Temporary Works, equipment, materials and goods owned by the Contractor shall not be removed from the Site without the permission of Keppel.

22 Variations

- 22.1 The term “Variation” shall mean any change to the Specifications or the Contract Works, which is instructed or approved as a Variation under Clause 23.1.

23 Power to Order Variations

- 23.1 Keppel may at any time issue an instruction in writing requiring a Variation. If or to the extent that an instruction does not state that it requires a Variation but the Contractor considers that it does require a Variation, the Contractor shall within 14 days from the date of receipt of the instruction notify in writing Keppel who may, if he deems fit, within 14 days from the date of receipt of the Contractor’s notification, confirm, modify, rescind or contradict in writing the instruction and the Contractor shall then comply forthwith upon instructed by Keppel.
- 23.2 Nothing in this Contract shall prevent Keppel from decreasing the quantity of any part of the Contract Works or omitting or reducing any parts of the Contract Works under Clause 23.1 for any reason whatsoever and the Contractor expressly agrees to the same. In such event, Keppel shall not be liable to the Contractor for any loss, damages, costs or expenses (including any loss of profit) in respect of such part of the Contract Works so decreased, reduced or omitted.

24 Submission of Quotations

- 24.1 Keppel may, before issuing an instruction for any Variation, require the Contractor to submit a quotation for any proposed Variation and the Contractor shall be obliged to submit such quotation in writing at his own cost. Keppel may before or after issuing an instruction under Clause 23.1 accept in writing the Contractor’s quotation and the provisions of Clause 24.2 shall not apply to the valuation of that Variation nor shall the Contractor be entitled to any loss and expense in respect of that instruction or any other compensation, damages or other amount whatsoever other than a valuation made in accordance with the accepted quotation. An instruction requiring a Variation shall not be treated as an acceptance of any quotation.
- 24.2 Subject to Clauses 24.1 and 27, all Variations shall be valued as follows:
- (a) Where the varied work is of a similar character to, is executed under similar conditions as and does not significantly change the quantity of work described in the Contract, the Rates shall determine the valuation; or
 - (b) Where the varied work is of similar character to work described in the Contract but is not executed under similar conditions as such work described in the Contract or involves significant changes in the quantity of such work described in the Contract, the Rates shall be the basis for determining the valuation but with a fair allowance for any differences in such conditions and/or quantity; or
 - (c) Where (a) and (b) above do not apply, then by measurement and valuation at fair market rates and prices; or
 - (d) Where none of the above methods is applicable or appropriate in the circumstances of the particular varied work, then the valuation shall be based on the cost of necessary Contract Plant forming part of the Permanent Works, materials or goods, labour and any additional equipment necessary for the execution plus profit and overhead of ten (10) % percent. This percentage shall be deemed to compensate adequately the Contractor in respect of all supervision,

the use of Contractor's Equipment, overheads, profit and all other costs, expenses loss or damages incurred or suffered by the Contractor in or connected with the execution of the varied work; or

- (e) The Rates shall determine the valuation of items omitted; provided that if omissions vary the conditions under which any remaining items of work are carried out, the valuation for such remaining items shall be determined under Clause 24.2(a), (b), (c) or (d), as the case may be.

25 Pending Valuation

- 25.1 The Contractor shall carry out all Variations instructed by Keppel pending the valuation of the Variation under Clause 45.

26 Provisional Sum Items

- 26.1 Where the Contractor is instructed by Keppel to execute or provide some or all of the equipment, materials, goods or work described as a "Provisional Sum Item" in the Schedule S (*Schedule of Works and Prices*), that instruction shall not be considered as a Variation.
- 26.2 Notwithstanding Clause 26.1, the valuation of that instruction to execute or provide such Provisional Sum Item shall be made in accordance with Clauses 24.2 and 45 (unless otherwise provided in the Contract). Unless otherwise provided in the Contract, the sum set out in Schedule S (*Schedule of Works and Prices*) for that Provisional Sum Item shall then be adjusted according to Clauses 24.2 and 45.
- 26.3 For the avoidance of doubt, the Contractor shall not be entitled to extension of time to the Time for Completion for performing any instructions issued under Clause 26.1 in executing or providing any Provisional Sum Item (or part thereof).
- 26.4 If no instruction is issued with respect to any of the "Provisional Sum Item", the sum set out in Schedule S (*Schedule of Works and Prices*) for any such Provisional Sum Item will be completely omitted from the Contract Sum.

27 Day Work

- 27.1 Notwithstanding anything stated in this Contract, Keppel may, in his sole discretion and at any time, order in writing that any work to be carried out as a result of an instruction ordered under Clause 23.1 shall be valued on "a day work basis" as provided herein below.
- 27.2 The Contractor shall then be paid for such work at the day work rates set out in the Contract or if no such rates are available, at the rates determined by Keppel as prevailing when the work is actually carried out.
- 27.3 It is a condition precedent to payment under Clause 27.2 that the Contractor shall submit to Keppel the day work sheets specifying the number of man-hour spent on the work on a daily basis, and statement showing any Contract Plant, Contractor's Equipment, material and goods necessary in respect of all works executed on a day work basis for verification within three (3) working days after the work has been executed.

- 27.4 If the Contractor wishes to have the Variation valued on a day work basis under Clause 27.2, he shall inform Keppel in advance. Keppel shall then in his sole discretion consider whether it is desirable to value the works on “a day work basis”.

28 Compliance with Law and Change in Law

- 28.1 The Contractor warrants and undertakes that in the performance of this Contract, he will comply with the Law and all laws, rules, regulations, by laws, decrees, engineering standards and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of this Contract and to the performance by the Contractor hereto of his obligations under this Contract.
- 28.2 The Contractor shall fully indemnify Keppel against any and all actions, claims, demands, liabilities, damages, costs, charges and expenses which Keppel might incur, suffer, sustain or be subject to arising from any default or breach of the Contractor's warranty and undertaking set out in Clause 28.1.
- 28.3 Where any additional works or design are required or necessitated to be carried out due to any change in any Law or any laws, rules, regulations, by laws, decrees, engineering standards or other ordinances issued by any supra-governmental, governmental, state or other authority coming into force after the date of signing of the Contract, which affects the Contract Works or the performance by the Contractor of his obligations under the Contract or to cure any default or breach of the Contractor, they shall be executed by the Contractor as part of the original scope of the Contract Works and shall not be considered as a Variation under Clause 22.1. The Contract Sum shall not be adjusted for such additional works or design carried out by the Contractor due to such change in any Law or any laws, regulations, by laws, decrees engineering standards or ordinances.

29 Extension of Time

- 29.1 The time by which the Contract Works, any part of the Contract Works, or any of the Phases is to be completed (including the time by which the Contract Plant or any part of the Contract Plant is to be completed and delivered) may be extended by Keppel either prospectively or retrospectively and before or after the Time for Delivery or the Time for Completion (as the case may be) by such further period or periods of time as may reasonably reflect delay in the delivery of the Contract Plant or the delay in the completion of the Contract Works or any part thereof which, notwithstanding due diligence and the taking of all reasonable steps by the Contractor to avoid, prevent or reduce to a minimum such delay, is, will be, might be or has been caused by any of the following events (“Delay Events”):
- (a) The issue of any instruction by Keppel for a Variation under Clause 23.1.
 - (b) An instruction by Keppel to suspend any work, where the reason is not due to the Contractor's fault, negligence, act, omission, default, safety violations or breach of the Contract.
 - (c) Acts or omissions of other contractors (whether engaged by Keppel or otherwise) in executing work not forming part of the Contract.
 - (d) Any act of prevention or breach of contract by Keppel not mentioned in this Clause.

- (e) Suspension of Contract Works under Clause 31.1.
- (f) Any other ground for extension of time expressly mentioned in the Contract and not mentioned in this Clause 29.1.

Provided, however, that:-

- (i) the delay must be on critical path of the Contractor's Programme;
- (ii) the Time for Delivery, Time for Completion, will not be extended to the extent that the delay would have nevertheless been experienced had the Delay Events not occurred;
- (iii) the Contractor have made and taken all reasonable efforts and steps to avoid, prevent or reduce to a minimum any delay and mitigate the effect of any delay (including having recourse to alternate sources of services, equipment and materials and construction equipment); and
- (iv) the Contractor complies with the conditions precedent under Clause 30 below.

30 Notice

- 30.1 If the Contractor is of the opinion that the progress or completion of the Contract Works or any part thereof is, will be, might be or has been delayed by any of the events stated in Clause 29.1, he shall forthwith notify Keppel in writing of such event and shall in any case do so within 14 days of the occurrence of such event. If the Contractor is of the opinion that the event is one which entitles him to an extension of time under Clause 29.1, he shall in that notice and in any case not later than the 14 day period set out above inform Keppel, together with the appropriate Contract references, of the reasons why there is, will, may be or has been delay to the completion of the Contract Works or any part thereof (including the part relating to the completion and delivery of the Contract Plant), the length of the delay and of the extension of time required, and the effect of the event on the Contractor's Programme. Both the submission of a notice in writing and of the information required under this Clause within the 14 day period set out above shall be conditions precedent to any entitlement to an extension of time. Subject also to compliance with Clause 30.2 hereof, Keppel shall notify the Contractor in writing whether in his opinion the event is one which does or might entitle the Contractor to an extension of time.
- 30.2 If Keppel is of the opinion that the notice given by the Contractor or the accompanying references or reasons are insufficient to enable him to decide on the Contractor's application, Keppel may require the Contractor to provide within 7 days or such other period as may be required by Keppel, such further particulars concerning any event and the circumstances of the delay, the measures planned and/or taken to avoid, prevent or minimize delay and any further information which Keppel may reasonably require.
- 30.3 When Keppel has received sufficient information to enable him to decide the Contractor's application, he shall, within a reasonable time, notify the Contractor in writing of his decision on such application and if he considers the Contractor to be entitled to an extension of time, if any, for the whole or any part of the Contract Works (including the part relating to the completion and delivery of the Contract Plant) as may in his opinion be fair, reasonable and necessary for the completion and the delivery of the Contract Works or any part thereof, as a result of the event. Keppel shall take into account the

effect, or extent, of any work omitted under the Contract and shall also take into account whether the event in question is one which will delay completion of the Contract Works. Keppel shall also take into account any delays (which are due to negligence, acts, omissions, breach or default on the part of the Contractor), which may operate concurrently with the delay due to the notified event or events in question.

- 30.4 Provided that the Contractor shall have complied with the requirements of Clause 30.1, if the Contractor shall not have provided Keppel with sufficient information to enable him to decide the Contractor's application, Keppel may nevertheless notify the Contractor in writing of such extension of time for the whole or any part of the Contract Works (including the part relating to the completion and delivery of the Contract Plant) as may in his opinion appear to be fair, reasonable and necessary for completion of the Contract Works on the information available to him, taking into account all the matters set out in Clause 30.3.
- 30.5 Provided that the Contractor shall have complied with the requirements of Clause 30.1, if the Contractor is dissatisfied with any extension of time granted or not granted by Keppel and shall dispute it, he shall not in any reference to Keppel or to any arbitrator pursuant to Clause 47 or otherwise (or to any other tribunal) claim a greater extension of time than that notified pursuant to Clause 30.1 or advance new or additional grounds not submitted to Keppel before he made his decision, nor shall Keppel or the arbitrator (or any other tribunal) in considering the dispute make a decision that takes into account information which was not available to Keppel at the time when Keppel made his original decision to grant or not grant an extension of time.
- 30.6 Notwithstanding anything stated in Clause 30, the Contractor undertakes to do all things necessary to: -
- (a) preserve Keppel's rights to apply to the Employer for extension of time under the Client's Contract to extend the time to complete the whole of the works or phase of the works under the Client's Contract; and
 - (b) enable and/or assist Keppel in applying to the Employer for extension of time under the Client's Contract to extend the time to complete the whole of the works or phase of the works under the Client's Contract.

31 Suspension of Contract Works

- 31.1 If the employment of Keppel under the Client's Contract is suspended for any reason whatsoever, Keppel shall be entitled forthwith to suspend the employment of the Contractor under this Contract. The Contractor shall not be entitled to (and agrees not to) make any claim whatsoever for loss, damages, costs or expenses arising out of or in connection with such suspension. During the suspension, the Contractor shall protect, store and secure such part of the Contract Works against any deterioration, defects, loss or damage.

32 Contractor's Risk and Indemnities

- 32.1 The Contractor will indemnify Keppel against any liability of Keppel to indemnify the Employer and his personnel and their respective agents under the Client's Contract in so far as that liability may arise out of or in the course of or by reason of :-

- (a) any act, omission, default or breach of the Contractor or his contractors or arises out of or in connection of the Contractor's obligations under the Contract; and
 - (b) are not caused by any negligence or misconduct of, or breach of the Contract by, Keppel, his personnel or their respective agents.
- 32.2 The indemnity given herein above shall not be defeated or reduced by reason of any failure on Keppel's part to supervise or control the Contract Works or the Contractor's working methods in any case where it is not Keppel's contractual obligation to do so under the terms of this Contract.
- 32.3 The Contractor shall take full responsibility for the care of the Contract Works, Goods, and Construction Documents from the Commencement Date until Date of Completion of Contract Works, as specified in the Temporary Acceptance Certificate issued for the whole of the Contract Works. The responsibility for the Contract Works, Goods, and Construction Documents shall pass to Keppel (as the case may be) Provided that, after responsibility has so passed to Keppel, the Contractor shall take responsibility for the care of any work which is outstanding on the Date of Completion of Contract Works until such outstanding work has been completed.
- 32.4 If any loss or damage happens to the Contract Works, Goods or Construction Documents during the period when the Contractor is responsible for their care, from any cause not listed in Clause 32.5, the Contractor shall rectify such loss or damage at the Contractor's own cost, so that the Contract Works, Goods and Construction Documents conform with the Contract.
- 32.5 The risks referred to in Clauses 32.4 and 32.6 are:
 - (a) war, hostilities (whether war be declared or not), invasion, terrorism, acts of foreign enemies;
 - (b) rebellion, revolution, insurrection, military or usurped power, or civil war within Singapore;
 - (c) ionising, radiation or contamination by radioactivity, within Singapore, except as may be attributable to the Contractor's use of such radiation or radioactivity; and
 - (d) any neglect or default by Keppel or his contractors or their respective agents.
- 32.6 If and to the extent that any of the risks listed in Clause 32.5 above results in loss or damage to the Contract Works, Goods or Construction Documents, the Contractor shall promptly give notice to Keppel and shall rectify such loss or damage to the extent required by Keppel.
- 32.7 If the Contractor suffers delay from rectifying such loss or damage notified under Clause 32.6, the Contractor shall give a further notice to Keppel and shall be entitled, subject to Clauses 29 and 30, to an extension of time for any such delay as the sole remedy of the Contractor, if completion is or will be delayed. For the avoidance of doubt, the Contractor shall not be entitled to recover any Costs incurred from rectifying such loss or damage.

33 Temporary Acceptance Certificate

- 33.1 When each Phase has been completed in accordance with Clause 9.6, or in the case of Phase [●] has been completed in accordance with Clause 9.6 and 9.7 (as the case may be), the Contractor shall notify Keppel in writing of the completion of the Phase. Without prejudice to the rights of Keppel to insist that the Contractor completes the Phase pursuant to Clause 9.6 or in the case of Phase [●] to complete pursuant to Clause 9.6 and 9.7, the notification in writing may be accompanied by a list of outstanding minor works

or minor defects proposed to be carried out during the Contract Defects Liability Period for Keppel's consideration.

- 33.2 Within 21 days from the date of receipt of the said notification from the Contractor, Keppel shall either:-
- (a) issue to the Contractor a Temporary Acceptance Certificate stating the date on which the Phase has been completed, such date is defined in this Contract as the **“Date of Completion”** (in the case of completion of a Phase) or **“Date of Completion of Contract Works”** (in the case of completion of Phase [●] which includes the whole of the Contract Works) or
 - (b) give instructions in writing to the Contractor specifying the outstanding Contract Works or obligations, which in his opinion, are required to be performed by the Contractor before the issue of a Temporary Acceptance Certificate.
- 33.3 Without prejudice to the rights of Keppel to demand that the Contractor completes the Phase before the issue of any Temporary Acceptance Certificate, Keppel may nevertheless, upon substantial completion of the Phase, issue the Temporary Acceptance Certificate accompanied with a list of outstanding minor works or minor defects to be performed by the Contractor after the issue of the Temporary Acceptance Certificate. The Contractor shall complete the outstanding minor works or rectify the minor defects (if any) as set out in the said list in accordance with the terms recorded in the Temporary Acceptance Certificate.
- 33.4 The issue of any instructions pursuant to Clause 33.2(b) shall not affect Keppel's rights to demand any defects in the Contract Works, which may appear after the issue of such instructions, to be rectified prior to the issue of the Temporary Acceptance Certificate.
- 33.5 The issue of the Temporary Acceptance Certificate or the partial or entire occupancy of the Site or use of the Contract Works by Keppel shall not prejudice any rights of Keppel against the Contractor with regard to any defective works, or any other breaches of contract whether previously or subsequently discovered.
- 33.6 Upon the Date of Completion of Contract Works, the Contractor's license to enter the Site for the purpose of carrying out the Contract Works shall be revoked save that the Contractor shall be permitted to re-enter the Site to carry out any outstanding works (and the rectification of defects during Contract Defects Liability Period) with due expedition according to Clause 34.
- 33.7 For the avoidance of doubt, if the Contract Works are to be completed in Phase in this Contract, each Phase will have a separate Temporary Acceptance Certificate issued for that Phase.

34 Contractor's Defects Liability

- 34.1 The Contract Defects Liability Period for each Phase of the Contract Works shall commence on the Date of Completion of that Phase and expire 730 [●] days after the Date of Completion of Contract Works. For the avoidance of doubt, the Contract Defects Liability Period for the entire Contract Works shall expire 730 [●] days after the Date of Completion of Contract Works, unless otherwise extended in accordance with the terms of this Contract.

- 34.2 The Contractor shall, without limitation, remedy all defects, omissions or other faults and replace promptly, at his own expense and free of costs and expenses to Keppel, any part or parts of the Contract Works that may be or become defective at any time, before or during the Contract Defects Liability Period and shall continue to do so until the issue of the Final Acceptance Certificate under Clause 35 below.
- 34.3 Keppel, may at any time, before or during the Contract Defects Liability Period and/or before the issue of the Final Acceptance Certificate under Clause 35 below, instruct by way of a written notice to the Contractor to remedy or make good any defects, omissions or other faults which may be or become apparent in the Contract Works. The said notice shall specify a reasonable time for the Contractor to complete the remediation or make good of any defects, omissions or other faults which may be or become apparent in the Contract Works (“Time for Completion of Remediation Works”).
- 34.4 If, within 21 days after receipt of such written notice from Keppel, the Contractor fails to commence the remediation or make good of the defects, omissions or other faults, Keppel may at its option carry out the work (whether by itself or by others) at the Contractor’s cost, and the Contractor shall pay to Keppel on demand the costs incurred by Keppel in remedying or making good such defects, omissions or other faults or Keppel may set-off and/or deduct such costs from any monies due or to become due to the Contractor.
- 34.5 Notwithstanding that Keppel or others appointed by Keppel have commenced the remediation or making good the defects, omissions or other faults, if Keppel or others are unable to remedy or make good the defects, omissions or other faults, without prejudice to any other rights of Keppel, Keppel may, in addition to the remedy given under Clause 34.4, at its option:
- (a) recover the sums paid for the portion of Contract Works which Keppel or others engaged by Keppel was not able to remedy or make good due to the defects, omissions or other faults; or
 - (b) if the defects, omissions or other faults, deprives Keppel of substantially the whole benefit of the Contract Works, or any major part of the Contract Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights which Keppel may have (whether under the Contract or otherwise), Keppel shall then be entitled to recover all sums paid for the Contract Works or for such part (as the case may be), plus financing costs and the costs of dismantling the same, clearing the Site and returning the Contract Plant and Materials that are defective to the Contractor.
- 34.6 If the Contractor has commenced the remediation or making good of the defects, omissions or other faults but fails to complete such remediation or making good by Time for Completion of Remediation Works, the Contractor shall pay to or allow Keppel to deduct from any monies due or to become due to the Contractor, liquidated damages for this default. Such liquidated damages shall be calculated at the rate of [0.25% of the Contract Sum] per day, which shall be paid for every day which shall elapse between the relevant Time for Completion of Remediation Works and the date on which the defects, omissions or other faults have been remedied or made good. The payment or deduction of such liquidated damages is only to compensate Keppel for the Contractor’s delay in completing the remediation or making good of the defects, omissions or other faults by the Time for Completion of Remediation Work and it shall not relieve the Contractor from his other obligations under the Contract (including the obligations to complete the remediation or making good of the defects, omissions or other faults).

- 34.7 In addition to the remedy given to Keppel under Clause 34.6, if the Contractor has commenced the remediation or making good of the defects, omissions or other faults but fails to complete such remediation or making good by Time for Completion of Remediation Works, without prejudice to the other rights of Keppel under the Contract, Keppel may (at its option):
- (a) carry out the work (whether by itself or by others) at the Contractor's cost, and the Contractor shall, in addition to the payment of the liquidated damages under Clause 34.6, pay to Keppel on demand the costs incurred by Keppel in remedying the defects, omissions or other faults;
 - (b) recover the sums paid for the portion of Contract Works which Keppel or others engaged by Keppel was not able to remedy or make good due to the defects, omission or other faults; or
 - (c) if the defects, omission or other faults deprive Keppel of substantially the whole benefit of the Contract Works, or any major part of the Contract Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights which Keppel may have (whether under the Contract or otherwise), Keppel shall then be entitled to recover all sums paid for the Contract Works or for such part (as the case may be), plus financing costs and the costs of dismantling the same, clearing the Site and returning the Contract Plant and Materials that are defective to the Contractor.
- 34.8 For any parts of the Contract Works that have been rectified, changed, modified or replaced during the Contract Defects Liability Period, such parts will have an extended Contract Defects Liability Period of another 730 days starting from the end of the first Contract Defects Liability Period.
- 34.9 Prior to the issue of the Final Acceptance Certificate, if the Contract Works, Contract Plant, Materials, workmanship or any component thereof fail to meet the guaranteed conditions, guaranteed performance data or other guaranteed characteristics and/or properties as specified elsewhere in the Contract, the Contractor shall without delay search for the cause of such failure and shall do all things as may be necessary (including making improvements and/or alterations or furnish new parts) to meet all the guaranteed conditions, guaranteed performance data or other guaranteed characteristics and/or properties. All costs and expenses thereby incurred by the Contractor (including for such improvements, alterations of furnishing and repeating of tests due to failure to meet the guaranteed performance data or other guaranteed characteristics and/or properties under the Contract) shall be solely borne by the Contractor.
- 34.10 The provisions of Clause 34.1 to 34.10, or any provision of this Contract, or the Contract Defects Liability Period or any guarantee period (if any) or warranty period expressly provided in this Contract shall not derogate nor extinguish in any way whatsoever the Contractor's liability under this Contract or otherwise at law for any defects, omissions or other faults in the Contract Works.

35 Completion of Contract Defects Liability Period / Final Acceptance

- 35.1 The following (without limitation) will be verified by Keppel at the end of the Contract Defects Liability Period for the whole of the Contract Works:

- (a) Whether the defects, omissions or other faults in the Contract Works, which were previously determined, have been remedied and made good by the Contractor;
 - (b) Whether defects or deficiencies which have not been notified previously, have become apparent and made good by the Contractor;
 - (c) Whether each unit and/or component of Contract Plant is working continuously without any breakdown; and
 - (d) Whether each unit and/or component of Contract Plant has maintained the characteristics stated in this Contract during the Contract Defects Liability Period.
- 35.2 Not later than 28 days before the expiry of the Contract Defects Liability Period, Keppel may deliver a schedule of defects specifying all remaining defects, omissions and other faults apparent at the date of delivery of the schedule of defects, and on receipt of directions or instructions to do so the Contractor shall forthwith repair, remedy and make good the same.
- 35.3 When all defects, omissions and other faults notified by Keppel under Clauses 34 and 35.2 have been remedied and made good by the Contractor, and all the guaranteed conditions, guaranteed performance data or other guaranteed characteristics and/or properties (if any) as stated in this Contract have been achieved, Keppel will issue a certificate ("the Final Acceptance Certificate") to that effect.
- 35.4 For the avoidance of doubt, notwithstanding that the Contract Works are to be completed in Phase in this Contract, a single Final Acceptance Certificate will be issued for the whole of the Contract Works at the end of the Contract Defects Liability Period for the whole of the Contract Works in accordance with the terms of this Contract.
- 35.5 The issue of the Final Acceptance Certificate shall not prejudice any other rights of Keppel with regard to any defective works, or any other breaches of contract whether previously or subsequently discovered.

36 Payment Term

- 36.1 The payment terms are specified Schedule M.

37 Deductions

- 37.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with Keppel. The exercise of Keppel of his rights under this clause shall be without prejudice to any other rights or remedies available to Keppel under the Contract, or otherwise howsoever, at law or in equity.

38 Termination by Keppel for Default of the Contractor

- 38.1 It is a default by the Contractor if: -
- (a) the Contractor has abandoned the Contract Works;

- (b) the Contractor has, without reasonable cause, failed to commence the Contract Works in accordance with this Contract;
- (c) the Contractor has failed to comply with or perform any material obligation under this Contract;
- (d) the Contractor has failed to proceed diligently with the Contract Works
- (e) the Contractor has failed to meet any of the Time for Completion;
- (f) the Contractor has breached or contravened any Law;
- (g) the Contractor breaches or contravenes any of the terms of this Contract;
- (h) the total liquidated damages payable under Paragraph 1.1 of Schedule B exceeds [15]% of the Contract Sum; or
- (i) the total liquidated damages payable under Paragraph 2.1 of Schedule B exceeds [20]% of the Contract Sum;

38.2 If the Contractor:

- (a) has failed to provide Performance Bond (provided that the Contractor is required to provide a Performance Bond under this Contract);
- (b) has failed to insure (as detailed in Schedule E) the Contract Works or to deposit insurance policies or receipts for premiums (provided that this Contract requires the Contractor to provide such insurance or deposit such insurance policies or receipts);
- (c) has committed a default under Clause 38.1 and the Contractor fails to remedy such default within fourteen (14) days of receiving a notice from Keppel to do so;
- (d) has committed any default and where the provisions of this Contract expressly allow Keppel to terminate;
- (e) becomes bankrupt or insolvent or if being a company a winding-up order of any kind (other than for the purposes of amalgamation or reconstruction) is made or if a receiver or manager of the Contractor 's undertaking or assets is appointed or possession taken or execution levied by creditors or debenture holders or under a floating charge,

then without prejudice to any rights and remedies available to Keppel to treat this Contract as repudiated by the Contractor under the general law, Keppel may give the Contractor a notice in writing to terminate the employment of the Contractor under this Contract, and upon receipt of such notice, the Contractor's employment under this Contract shall be terminated.

39 Termination by the Keppel when Client's Contract Terminated

- 39.1** If Keppel's employment under the Client's Contract is terminated for any reason whatsoever (whether due to the default of the Keppel or otherwise), then Keppel shall be entitled forthwith to terminate the employment of the Contractor under this Contract.

40 Termination by Keppel without Default of the parties

- 40.1 The employment of the Contractor under this Contract may be terminated by Keppel upon the occurrence of any of the events below:-
- (a) Keppel may at any time give the Contractor a notice of termination, which shall have the effect of immediately terminating the employment of the Contractor under this Contract.
- 40.2 Upon such termination of the employment of the Contractor under this Contract pursuant to Clause 40.1, the Contractor shall be entitled to be paid according to Clause 42.1. The payment to the Contractor under Clause 42.1 shall be the Contractor's sole remedy arising from such termination.

41 Termination by the Contractor with Default of Keppel

- 41.1 If Keppel fails to pay the Contractor in accordance with Clause 36, the Contractor may serve a written notice requiring payment within forty five (45) days of service of the notice. Failing such payment, the Contractor shall be entitled to terminate this Contract by a further written notice.
- 41.2 Upon such termination of this Contract pursuant to Clause 41, the Contractor shall be entitled to be paid according to Clause 42.1. The payment to the Contractor under Clause 42.1 shall be the Contractor's sole remedy arising from such termination.

42 Effects of Termination

- 42.1 If the employment of the Contractor is terminated under Clauses 38.2, 40.1 or 41.1 and subject to Clause 42.2, Keppel shall pay (to the extent he has not already done so) the Contractor the following:
- (a) The value of the Contract Works completed at the date of such termination, such value to be calculated according to this Contract, less sums previously paid by Keppel;
- (b) The value of work begun and executed but not completed at the date of such termination, such value to be calculated according to this Contract, less sums previously paid by Keppel; and
- (c) The cost of any materials manufactured or procured, specifically for the Contract Works, but not installed at the Site, less sums previously paid by Keppel.
- 42.2 The Contractor shall furnish proper justifications and supporting documentation including but not limited to the submission of invoices, purchase orders and other documents to justify and substantiate his claim.
- 42.3 If the employment of the Contractor is terminated under Clause 38.2, the Contractor shall be liable to Keppel for damages on the same basis as if the Contractor had wrongfully repudiated the Contract. The said damages shall include but not limited to:

- (a) any additional sums, cost and expenses incurred by Keppel in employing another contractor or other contractors to complete the remaining Contract Works; and
- (b) all loss, damages, costs or expenses incurred or suffered by Keppel.

42.4 If Keppel's employment under the Client's Contract is terminated and the termination was caused by the Contractor's default or breach of Contract, the Contractor shall be liable to Keppel for damages on the same basis as if the Contractor had wrongfully repudiated the Contract. The said damages shall include but not limited to all loss, damages, costs and expenses suffered by Keppel arising from such termination.

43 Confidential Information

- 43.1 The Contractor shall treat all details of and any documents and information received under the Contract or in relation to the Contract Works as strictly private and confidential except to the extent necessary to fulfil his obligations under the Contract or to carry out the Contract Works. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the prior consent in writing of Keppel (which consent shall be at Keppel's sole discretion).
- 43.2 All documents and information provided by Keppel to the Contractor shall be kept strictly confidential by the Contractor and shall only be used for the purpose of carrying out the Contract Works and the fulfilling of the Contractor's obligations under the Contract.

44 Rights of Third Party

- 44.1 Unless otherwise expressly provided in this Contract:
 - (a) no terms of this Contract is intended for the benefit of any third party, and the parties do not intend that any term of this Contract should be enforceable by a third party; and
 - (b) a person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

45 Procedure for Claims

45.1 Notice of Claims

- (1) Whenever the Contractor intends to claim any additional payment pursuant to the Contract (including but not limited to Clauses 22 to 27), he shall give notice in writing of his intention to do so to Keppel, as soon as practicable, and in any event not later than 14 days after the Contractor becomes aware, or should have become aware, of the event or circumstance giving rise to the claim has first arisen and shall comply with Clauses 45.2 to 45.4. The notice shall specify the event or circumstance and its consequences, and the giving of such a notice shall be a condition precedent to any entitlement that the Contractor may have to claim any additional payment pursuant to the Contract.

- (2) The fact that the Contractor does not or may not know whether the valuation of a Variation has been agreed or whether Keppel has decided to include in any certificate any amount in respect of any claim shall not excuse the Contractor from the requirement to give a notice under Clause 45.1(1).

45.2 Upon the happening of any event or circumstance in respect of which the Contractor may intend to make a claim, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting Keppel's liability, Keppel may, on receipt of a notice under Clause 45.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records which he considers to be material or relevant to the claim for which notice has been given. The Contractor shall permit Keppel to inspect all records kept pursuant to this Clause and shall supply him with copies of such records as and when Keppel so instructs.

45.3 Within 14 days, or such other time as may be agreed by Keppel, of giving notice under Clause 45.1, the Contractor shall send to Keppel an account in writing giving detailed particulars of the amount claimed and the grounds upon which the claim is based, together with particulars of any claim for extension of time made pursuant to Clause 30 and for any additional payment associated therewith (where applicable). Where the event or circumstance giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as Keppel may require, send such further interim accounts giving the accumulated amount of the claim and any further grounds upon which they are based. Within 14 days of the end of the effects resulting from the event or circumstance, the Contractor shall send to Keppel a final account of the claim. The obligation to give particulars of any claim for an extension of time under this Clause shall not release the Contractor from his obligations under Clause 30.

45.4 In order to verify any claim submitted under this Clause, Keppel shall have access to all books, documents, papers or records in the possession, custody or control of the Contractor that are material or relevant to the claim for the purpose of making audit, examination, excerpts and transcriptions. Such books, documents, papers or records shall remain available in accordance with this Clause until all claims, arbitration or litigation have been finally disposed of. The Contractor shall use his best endeavours to ensure that all books, documents, papers or records in the possession, custody or power of a subcontractor or supplier that are material or relevant to any claim are similarly made available to and accessible by Keppel for the purpose of making audit, examination, excerpts and transcriptions.

45.5 Payment of Claims

- (1) Subject to compliance with Clause 45.1 to Clause 45.4, the Contractor shall be entitled to have included in any payment certified by Keppel pursuant to Paragraph 1 of Schedule M, such amount in respect of any claim as Keppel may consider due to the Contractor.
- (2) If the Contractor fails to supply Keppel with sufficient substantiation of the whole or any part of any amount claimed, the Contractor shall only be entitled to payment in respect of such part of the amount as may have been substantiated to the satisfaction of Keppel.

- (3) The inclusion by Keppel in any certificate under Schedule M of any amount in respect of any claim or any payment by Keppel in respect of any such amount shall not:
- (a) prejudice Keppel's right to dispute the Contractor's entitlement to the amount certified either in principle, or as to its quantification or from referring such dispute for decision pursuant to Clause 47; and
 - (b) be taken into account by Keppel or any arbitrator (or other tribunal) in deciding whether the Contractor shall repay to Keppel the whole or any part of such amount.

46 Governing Law

- 46.1 This Contract shall be subject to, governed by and interpreted in accordance with the laws of Singapore.

47 Arbitration

- 47.1 Any dispute, controversy or claim arising under, out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- 47.2 The tribunal shall consist of one (1) arbitrator.
- 47.3 The language of the arbitration shall be English
- 47.4 For the avoidance of doubt, the arbitration agreement set out in this Clause 47 shall be governed by the laws of Singapore.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED by:

For and on behalf of Keppel :

Name: [●]

Designation: [●]

In the presence of :

Name: [●]

Designation: [●]

SIGNED by:

For and on behalf of the Contractor :

Name: [●]

Designation: [●]

In the presence of :

Name: [●]

Designation: [●]

Schedule A Type of Contract

- 1 The Contractor shall design, execute and complete the Contract Works and remedy any defects therein in conformity with the Contract for the lump sum of S\$ [●] (hereinafter called the “Contract Sum”). The Contract Sum shall be fixed subject only to adjustments expressly provided for in the Contract. When completed, the Contract Works shall be fit for the purposes for which they are intended under the Contract.
- 2 Unless otherwise provided, the Contract Sum is not subject to measurement or recalculation should the actual quantities of work and materials differ from any estimates available at the time of contracting, except in regard to Variations under Clause 22 of the Conditions which may be ordered by Keppel, which shall be valued under the terms of the Conditions. For the avoidance of doubt, “Conditions” means the main body of the Contract which contained Clauses 1 to 47.
- 3 The Contractor shall pay all taxes, duties, levies, freight charges and fees as required to be paid by him for the purpose of carrying out and bringing to completion the Contract Works. The Contract Sum shall not be adjusted for the payment by the Contractor of any taxes, duties, levies, freight charges and fees.
- 4 For the avoidance of doubt, the Contract Sum shall not be adjusted for any price fluctuations including fluctuations in the price of labour, materials, equipment, transportation and insurance.
- 5 Unless otherwise provided, the Contract Sum and Rates shall be inclusive of all ancillary and other works and expenditure, whether separately or specifically mentioned or described in the Contract or not, which are either indispensably necessary to carry out and bring to completion the Contract Works described in this Contract, or which may contingently become necessary to overcome difficulties before completion.
- 6 All ancillary costs including any overtime pay for all works in excess of the normal hours of work (excluding breaks) such as night work, or work on Sunday or Public Holiday are deemed to be included in the Contract Sum and Rates.
- 7 Where the quantities of any item set out in the Schedule S (*Schedule of Works and Prices*) are indicated as “Provisional”, these quantities shall be re-measured upon completion of the item of works. If on the measurement of such items (indicated as “Provisional”) actually executed in accordance with the Contract, it should appear that the quantities of work are greater or less or other than those stated in the Schedule S (*Schedule of Works and Prices*) or if it should appear that any of such item of work actually executed in accordance with the Contract is materially different from that described in the Schedule S (*Schedule of Works and Prices*), Keppel shall treat the difference in quantity or description as a Variation under Clause 22.1 of the Conditions, as the case may be, and shall value the Variation in accordance with Clause 24.2 (a) or 24.2 (b) of the Conditions (but not any other paragraph) using as far as applicable for additions and omissions the rates in the Schedule S (*Schedule of Works and Prices*) or rates analogous thereto.
- 8 At any time after completion of the items indicated as “Provisional”, Keppel may give a notice to the Contractor requiring such completed items to be measured. The Contractor shall then:
 - a. Attend or send a properly qualified and authorised representative to take jointly with Keppel any measurements of such completed items; and

- b. Supply documents and information necessary for the taking or calculation of any measurement and all other particulars that may be reasonably required by Keppel for the purposes of establishing an agreed measurement.
- 9 The Contractor shall at his own cost provide Keppel with assistance and with every appliance and/or equipment necessary for measuring the Contract Works.
- 10 Any measurement taken jointly shall be recorded at the time and signed by the representative of the Contractor and Keppel. If the Contractor does not attend or send a representative to take the measurements jointly with Keppel, the measurements taken by Keppel and notified in writing to the Contractor shall be taken to be correct and shall be final and binding on the Contractor.
- 11 If the Contractor attends or sends a representative but there is no agreement on the whole or part of the measurements, the Contractor shall notify in writing to Keppel within 14 days from the date upon which the measurements were taken of the respects in which the measurements taken by Keppel are not accepted as correct. Such notice shall set out in detail the documents and other information to justify such disagreement.
- 12 Upon receiving the documents and other information, Keppel shall confirm in writing whether the measured quantity notified by the Contractor is acceptable to Keppel.

Schedule B
Time for Completion & Failure to Complete the Contract Works

1. Time for Delivery and Liquidated Damages for Failure to Deliver Contract Plant on Time

1.1 If the Contractor fails to fulfil all the matters stipulated under Clause 9.5 of the Conditions by the Time for Delivery (including the delivering of the Sub-Plant to the Site by the Time for Delivery), the Contractor shall pay or allow Keppel to deduct liquidated damages for such failure. These liquidated damages shall be calculated at the rate stated in Paragraph 1.2 of this Schedule, which shall be paid for every day which shall elapse between the relevant Time for Delivery and the Date of Completion of Delivery as stated in the certificate referred to in Paragraph 6 of Schedule K. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Contract Works or any other of his obligations and liabilities under the Contract.

1.2 The Time for Delivery and the rate of liquidated damages payable by the Contractor is set out below:-

S/No	Description of each Phase of the Contract Works	Time for Delivery (calculated from Commencement Date)	Rate of Liquidated damage for each day of delay
1	[●]	[●]	S\$ [●]
[●]	[●]	[●]	[●]

1.3 The total liquidated damages payable under Paragraph 1.1 of this Schedule shall not exceed [15]% of Contract Sum.

2. Time for Completion and Liquidated Damages for Failure to Complete

2.1 If the Contractor fails to comply with Clause 9.6 or 9.7 of the Conditions (to be read with the Paragraph 2.2 of this Schedule), the Contractor shall pay or allow Keppel to deduct liquidated damages for such failure. These liquidated damages shall be calculated at the rate stated in Paragraph 2.2 of this Schedule, which shall be paid for every day which shall elapse between the relevant Time for Completion and the Date of Completion of the respective Phase as stated in the Temporary Acceptance Certificate of that Phase. In the case of Phase [1], the liquidated damages shall be calculated at the rate stated in Paragraph 2.2 of this Schedule, which shall be paid for every day which shall elapse between the relevant Time for Completion and the Date of Completion of Contract Works stated in the Temporary Acceptance Certificate of Phase [1]. The payment or deduction of such liquidated damages shall not relieve the Contractor from his obligation to complete the Contract Works or any other obligations and liabilities under the Contract.

2.2 The Time for Completion and the rate of liquidated damages payable by the Contractor for each Phase are set out below:

Phase	Description of each Phase of the Contract Works	Time for Completion (calculated from	Rate of Liquidated damage for each day of delay
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		Commencement Date)	
1	[●]	[●]	S\$ [●]
[●]	[●]	[●]	S\$ [●]

- 2.3 The total liquidated damages payable by the Contractor pursuant to Paragraph 2.1 of this Schedule shall not exceed [20]% of Contract Sum.

3. Reduction of Liquidated Damages

If, before the Time for Completion has expired, Keppel has issued a Temporary Acceptance Certificate in respect of any part of the Contract Works (or, where applicable, in respect of any part of any Phase), the Contractor shall nevertheless remain liable for liquidated damages for any failure to complete the remainder of the Contract Works or of that particular Phase by the Time for Completion but such liquidated damages in respect of the remainder of the Contract Works (or, where applicable, in respect of the remainder of that particular Phase) shall, for any period of delay after the date stated in such Temporary Acceptance Certificate, and in the absence of alternative provisions in this Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Contract Works (or, where applicable, of that particular Phase).

4. Common Law Rights for Damages

In the event that Keppel for whatever reason shall not be entitled in law to recover any of the liquidated damages under this Contract, Keppel shall remain entitled to recover such loss, expenses, costs or damages as it would have been entitled under law or otherwise as if the provisions in this Paragraph relating to the payment of liquidated damages had not formed part of the Contract.

5. Extension of Time During Delay Period

For the avoidance of doubt, if the Contractor has failed to fulfil all the matters stipulated under Clause 9.5 of the Conditions by the Time for Delivery (including the delivering of the Sub-Plant to the Site by the Time for Delivery), and the execution of the Contractor's obligations to fulfil the Conditions thereafter is delayed by any of the events set out in Clause 29.1(a) to (f) of the Conditions inclusive, Keppel's right to liquidated damages shall not be affected thereby but, subject to compliance by the Contractor with Clause 30 of the Conditions, Keppel may grant an extension of time pursuant to Clause 30 of the Conditions. Such extension of time shall be added to the Time for Delivery.

For the avoidance of doubt, if the Contractor has failed to complete the Contract Works or any Phase by the Time for Completion for the Contract Works or Phase and the execution of the Contract Works or Phase thereafter is delayed by any of the events set out in Clause 29.1(a) to (f) of the Conditions inclusive, Keppel's right to liquidated damages shall not be affected thereby but, subject to compliance by the Contractor with Clause 30 of the Conditions, Keppel may grant an extension of time pursuant to Clause 30 of the Conditions. Such extension of time shall be added to the Time for Completion of the Contract Works (or of the relevant Phase).

Schedule C

Performance Bonds

- 1 The Contractor shall obtain a banker's guarantee (hereinafter called "the Performance Bond"), in the format prescribed by Keppel, in an amount equal to [ten] percent (10%) of the Contract Sum ("Guaranteed Amount") for the due performance and observance by the Contractor of all the terms and conditions contained in this Contract. The Performance Bond shall be delivered to Keppel within 14 days from Commencement Date.
- 2 The Performance Bond shall be procured and issued from one of the following Singapore banks, with a credit rating by Standard and Poor's of A or higher:
 - (a) DBS [●]
 - (b) UOB [●]
 - (c) OCBC [●]

If the issuing bank is a foreign bank, the Performance Bond shall be issued from the foreign bank's branch in Singapore. Prior to procuring of the Performance Bond, the Contractor shall seek the approval from Keppel of the issuer of the Performance Bond.

- 3 The Contractor shall provide to Keppel replacement Performance Bond substantially in the format prescribed by Keppel, if the relevant issuer's long-term credit rating is reduced at any time to a rating lower than A by Standard and Poor's. Such replacement shall be issued by an issuer who satisfies the credit rating requirement of Paragraph 2 above. If the Performance Bond is not replaced within thirty (30) working days of such notification by Keppel to the Contractor of the relevant issuer's rating being reduced to a rating lower than A referred to in Paragraph 2, it may be called in full without challenge and the recovered funds shall be held as security for the liabilities of the Contractor arising out of this Contract.
- 4 The Performance Bond shall be valid till the date of issue of the Final Acceptance Certificate ("Expiry Date").
- 5 If the Performance Bond will expire before the Expiry Date, the Contractor shall renew the Performance Bond no later than twenty one (21) days before the expiry of the Performance Bond. If the Contractor fails to comply with this sub-paragraph, Keppel is entitled to demand from the bank the full amount guaranteed under the Performance Bond.
- 6 The Contractor is not entitled to make any Payment Claim for the works or deliverables set out in Paragraph 1 of Schedule M unless and until the Performance Bond or renewed Performance Bond is delivered to Keppel under Paragraphs 1 and 6 of this Schedule respectively. For the avoidance of doubt, no payment will be made in respect of such Payment Claim until the Performance Bond or the renewed Performance Bond has been delivered to Keppel.
- 7 Except in the case of fraud, no party shall be entitled to or apply to seek to enjoin or restrain Keppel from making any claim or direction under the Performance Bond or receiving any monies under the Performance Bond or enjoin or restrain or to seek to enjoin or restrain the issuer of the Performance Bond from making payment under the Performance Bond on any other ground, including that of unconscionability.

Schedule D
Advance Payment and Advance Payment Bond

NOT IN USE ; no Advance Payment is involved in this Contract.

If the Contractor insists to have Advance Payment from Keppel, the Contractor shall provide Advance Payment Bond to Keppel with full compliance with Keppel's requirements, and this Schedule will be expanded .

Schedule E Insurance

1. The Contractor shall be responsible for procuring the following insurance policy or policies:-
 - (a) Annual Work Injury Compensation Insurance as required under the prevailing laws and regulations of Singapore;
 - (b) Motor Vehicles Insurance as required under the prevailing laws and regulations of Singapore;
 - (c) Comprehensive and Third Party Liability, limit of indemnity the sum of Singapore Dollars Two Million S\$2,000,000 [●] at any one occurrence and unlimited for the period.
 - (d) Public and products liability policy with an indemnity limit of not less than SGD 2,000,000 [●] in the aggregate for all occurrences which may give rise to a claim during the policy period. Such insurance must cover each Party's liability in respect of:
 - (i) loss of, damage to or loss of use of property; and
 - (ii) injury (including disease or illness) to, death of, or illness of any person arising out of or in the course of or in connection with the performance by either Party of this Contract.
 - (e) Contractor's (or Erection) All Risk Insurance that shall provide 'all risks' cover in respect of the Contract Works. This policy will indemnify Keppel, the Contractor and all sub-contractors from any damage or loss, and the cover for the Contract Works shall include the full replacement value of all work executed or to be executed and all site materials and plants delivered on or adjacent to the site for incorporate therein for the Contract.

Sum insured: Contract Works – Full Contract Sum
Removal of debris – 5% of the Contract Sum
Professional Fees – 8% of the Contract Sum
Principal's Existing Property – S\$5 million
 - (f) Contractor's Equipment, whether handed over by Keppel or purchased, rented, borrowed, hired or used by Contractor under the Contract shall be insured against loss or damage based on terms and conditions that are usual and customary, and to the extent of their replacement value; and
 - (g) Any design consultants (whether for mechanical, electrical or civil engineering) engaged for and in connection with the Project shall effect and maintain professional indemnity insurance cover with a limit of indemnity equivalent to S\$10,000,000.00 [●] in respect of each and every claim to cover any claims made against the Contractor in relation to the Contract Works throughout the duration he remains liable to Keppel under this Contract and for a period of (6) years from the Date of Completion of the Contract Works.
2. The Contractor shall bear the excesses or deductibles in respect of any liability, loss or damage under the insurance policies referred to in Paragraph 4 above.

3. Nothing prevents the Contractor, at its sole cost and expense, from procuring insurance coverage in addition to those specified in Paragraph 4 above.
4. The taking out of the insurance policy or policies by Keppel or the Contractor does not in any way affect or limit the performance of the Contractor of its obligations under the Contract.
5. The Contractor must cause its insurers to waive all rights of subrogation against Keppel in respect of a Claim arising under its insurance policies described in Paragraph 1 (b) to 1 (g) above, unless such Claim arises from wilful misconduct or gross negligence of Keppel.
6. Notwithstanding the provision by Keppel of any information, requirement or recommendation in respect of any insurance coverage or insurance policies, Keppel will not be responsible for the adequacy of the insurance coverage, or any insurance policies, obtained by the Contractor.
7. The Contractor shall ensure the policies specified in Paragraph 4 above may not be cancelled, non-renewed or materially changed by the insurers without giving sixty (60) days' notice or, in the case of cancellation for non-payment of premium, ten (10) days prior written notice to Keppel.
8. Each party shall not do or omit to do or suffer anything to be done which might render any insurances effected by it or the other party void or voidable or otherwise result in the insurer(s) being released from liability therefrom.
9. Each party shall comply with the conditions stipulated in each of the insurance policies. The insuring party shall keep the insurers informed of any relevant changes to the execution of the Contract Works and ensure that insurance is maintained in accordance with this Schedule E.
10. If the insuring party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with Paragraph 3 above, the other party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring party shall pay the amount of these premiums to the other party, and the Contract Sum shall be adjusted accordingly.
11. The Contractor shall comply and procure that all of its employees, sub-subcontractors, agents and any other party, for whom it is responsible, comply with and meet all requirements of Insurers in connection with the settlement of any claims under any insurances effected by Keppel pursuant to this Schedule E as if they had been arranged by the Contractor directly, and shall not at any time do or omit to do anything whereby any such insurances would be rendered void or suspended, impaired or defeated in whole or in part and shall indemnify Keppel should such insurances be rendered void, suspended, impaired or defeated as a result thereof. The Contractor shall with all due diligence observe and fulfill and procure that all of its employees, sub-subcontractors, agents and any other party for whom it is responsible observe and fulfill the applicable terms, provisions and conditions contained in the said insurances.
12. The Contractor shall keep Keppel and any other insured party, as may be required by Keppel, advised of any claim made by the Contractor under the insurances effected by Keppel pursuant to this Schedule E or any incident, regardless of size, that could delay the time for completion of the Contract Works and shall advise Keppel of the progress and outcome of such claims. The Contractor shall render all assistance and cooperation to

Keppel as may be required to facilitate any insurance claim made by or against Keppel under these insurances.

13. All of the Contractor's costs and incidental expenses incurred in relation to the preparation of claims under the insurances effected by Keppel pursuant to Schedule E shall be borne by the Contractor except insofar as such costs are recoverable under the claim.
14. The Contractor and its sub-subcontractors shall be responsible for cooperation with the insurers and their appointed surveyors in relation to Keppel's cargo insurance as described in Paragraph 1 above and shall provide adequate notice and details for all shipments to enable all necessary surveys and inspections to be undertaken by the shipment surveyors.
15. The Contractor shall ensure full disclosure is made to the insurers, in respect of any material risk relating to the Contract Works, of:
 - a. all information which the insurers specifically request to be disclosed;
 - b. all information which is of a type which Keppel's insurance brokers, in relation to the relevant policy, advise should be disclosed to the insurers;
 - c. all technical information, in relation to any such risks, to the extent required to be provided by Contractor under the Contract;
 - d. details of any significant problems encountered in relation to the Contract Works; and
 - e. all other information which the Contractor, acting in good faith, could reasonably consider to be material to the relevant insurance coverage.
16. The Contractor shall put in place appropriate internal reporting procedures to ensure that full disclosure as described above is made by the Contractor. Such disclosure shall be made solely and exclusively via Keppel, or otherwise with Keppel's prior express written permission.

Schedule F
Employment of Foreign Workers

1. The Contractor is deemed to have full knowledge of the laws and regulations relating to employment of foreigners to work on this Contract.
2. The Contractor shall indemnify and hold Keppel harmless from and against any fines, costs, proceedings or damages arising from any breach of any provisions of the laws and regulations relating to employment of foreigners by the Contractor, his workers or his subcontractors.
3. Keppel shall be entitled to terminate the employment of the Contractor under Clause 38.2(d) of the Conditions for any breach of any laws or regulations relating to employment of foreigners to work on the Sub-Contact Works by the Contractor, his workers or his subcontractors.
4. Validity of Work Permit for Workers Policy
 - (a) The Contractor shall observe and comply with the following:
 - (i) Every worker who is entering the Site must have a work permit of a minimum validity of 6 weeks prior to its expiry.
 - (ii) Any worker, whose work permit has less than the minimum validity of 6 weeks prior to its expiry, shall not be allowed to enter the Site.
 - (iii) Any of such workers shall be replaced by another worker who has a Work Permit of a minimum validity of 6 weeks.
5. The Contractor shall indemnify and keep Keppel indemnified against any liabilities, loss, costs, damage, and expenses incurred by Keppel caused directly or indirectly by breach of paragraph 4 above.

Schedule G
Temporary Works

1. All Temporary Works necessary for the proper and timely completion of the Contract Works and the remedying of any defects therein whether expressly described in this Contract or not shall be provided by the Contractor and all direct and indirect costs related thereto are deemed to be included in the Contract Sum.
2. Temporary Works shall include, but not limited to, design, supply and installation of scaffolding, site office and facilities, temporary hoarding, barricade, temporary lighting, power & water supply, protection to structure.
3. Upon satisfactory completion of the Contract Works and issue of the last Temporary Acceptance Certificate, the Contractor shall remove the Temporary Works from Site after obtaining the written consent of Keppel to do so.

Schedule H
Contractor's Equipment, Essential Hired Contractor's Equipment and Hired Contractor's Equipment

- 1 The Contractor shall provide all equipment necessary to complete the Contract Works.
- 2 No Contractor's Equipment, Temporary Works or materials or any part thereof shall be removed from the Site without the written consent of Keppel which consent shall not be unreasonably withheld where the same is no longer required for the purposes of completion of the Contract Works. Keppel will permit the Contractor the exclusive use of all such Contractor's Equipment, Temporary Works and materials in and for the completion of the Contract Works until the occurrence of any event which gives Keppel the right to exclude the Contractor from the Site and proceed with the completion of the Contract Works.

Schedule I

Design Requirements

1 General Design Obligations

- 1.1 The Contractor shall be deemed to have scrutinised, prior to the Commencement Date, the Specifications (including design criteria and calculations, if any), and any design and drawings provided to the Contractor. The Contractor shall be responsible for the design of the Contract Works and for the correctness and accuracy of the Specifications (including design criteria and calculations) and the design and drawings provided to the Contractor.
- 1.2 Keppel shall not be responsible for any error, inaccuracy or omission of any kind in the Specifications (including design criteria and calculations, if any), and any design and drawings provided to the Contractor. The Contractor shall not be deemed to have given any representation of accuracy or completeness of any data or information. Any data or information received by the Contractor, from Keppel or otherwise, shall not relieve the Contractor from the Contractor's responsibility for the design, execution and completion of the Contract Works.
- 1.3 If the Specifications (including any design criteria or calculations), or any design or drawings provided to the Contractor has to be amended or changed due to any of the following : -
- (a) for rectifying any error, inaccuracy or omission;
 - (b) for complying with any Law, or
 - (c) for obtaining any Authorisations or approvals of any Government Agency,

the Contractor shall notify Keppel, and following such notification, the Contractor shall make the required amendments or changes. For the avoidance of doubt, the Contractor shall not be entitled to any additional costs or time for making such amendments or changes. The Contractor shall also not be entitled to any additional costs or time for the execution and completion of the Contract Works arising from such amendments or changes.

2 Construction Documents

- 2.1 The Construction Documents shall comprise the technical documents specified in this Contract, documents required to satisfy all regulatory approvals, the documents described in Paragraph 5 (*As-Built Documents*) and Paragraph 6 (*Installation, Testing & Commissioning and Operation and Maintenance Manuals*) of this Schedule, and any other documents described in this Contract. Unless otherwise stated in this Contract, the Construction Documents shall be written in the English language.
- 2.2 The Construction Documents shall be prepared and submitted at such times or at such intervals as is described in Submittal Documents and Drawings List attached herein or if none is stated, at such times or at such intervals as may be reasonably inferred from the Contractor's Programme.
- 2.3 Within 14 days of the receipt of the Construction Documents for its comments, Keppel shall return one copy thereof to the Contractor with its comments (if any) endorsed thereupon. If Keppel fails to take any such action within the said 14 days period and Keppel's delay in providing comments will affect the Contractor's achievement of the

Time for Completion, Keppel shall be deemed to have no comments on the documents and the Contractor shall notify Keppel accordingly.

- 2.4 Keppel may provide comments to any of the Construction Documents on the grounds that such documents do not comply with any provision of this Contract, or is likely to have an adverse effect on health or safety, or that the documents are incomplete or not in the form prescribed by Keppel, or on any other reasonable ground.
- 2.5 In each case where Keppel provides comments, it shall give its comments in writing and the Contractor shall amend and re-submit such amended documents to Keppel, taking into account such comments. Keppel shall provide its comments on such documents as soon as possible and in any event within 14 days of receipt of such documents and the provisions of Paragraph 2.2 and 2.4 of this Schedule shall apply in respect of such documents.
- 2.6 For each part of the Contract Works, and except to the extent that the prior consent of Keppel shall have been obtained:
 - (a) Errors, omissions, ambiguities, inconsistencies, inadequacies and other defects shall be rectified by the Contractor at his cost.
 - (b) fabrication (at Contractor's premises or otherwise) shall not commence until the Contractor completes the Construction Documents which are relevant to the design and fabrication of such part;
 - (c) fabrication shall be in accordance with such Construction Documents; and
 - (d) if the Contractor wishes to modify any design or document which has previously been submitted pursuant to Paragraph 2.2 of this Schedule, the Contractor shall immediately notify Keppel, and shall subsequently submit revised documents to Keppel for preconstruction review.
- 2.7 If Keppel instructs that further Construction Documents are necessary for carrying out the Contract Works, the Contractor shall upon receiving Keppel's instructions prepare such Construction Documents at the Contractor's own costs and expenses.

3 Contractor's Undertaking

- 3.1 The Contractor undertakes that, the Construction Documents, the design, execution and completion of the Contract Works will be in accordance with the following:
 - (a) in accordance with all applicable Laws (including but not limited to Environmental Laws);
 - (b) in accordance with the documents forming this Contract, as altered and modified by Variations;
 - (c) in accordance with all relevant design and engineering standards and practices in Singapore;
 - (d) in accordance with the terms set out in this Contract.
- 3.2 The Contractor shall, in performing this Contract, comply with all applicable Laws. Without prejudice to the generality of the foregoing:

- (a) The Contractor shall obtain, maintain and renew all Authorisations as required under the Specifications and all applicable Laws, necessary and in sufficient time for it to undertake the Contract Works and to otherwise perform its obligations under this Contract. For the avoidance of doubt, the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the design, execution and completion of the Contract Works and the remedying of any defects; and the Contractor shall indemnify and hold Keppel harmless against and from any consequences of any failure to do so.
 - (b) The Contractor shall, at Keppel's request and in addition to any obligation to provide copies of the Authorisations under this Contract, promptly provide Keppel with certified copies of all Authorisations referred to in Paragraph 3.2(a) above.
 - (c) Without limiting any other provision in this Contract, if any Authorisation obtained in accordance with Paragraph 3.2(a) above is revoked or withdrawn, the Contractor shall:
 - (i) immediately inform Keppel in writing of that revocation or withdrawal, and the impact of that revocation or withdrawal on the Contractor's ability to perform its obligations under this Contract; and
 - (ii) promptly do everything necessary to regain or renew that Authorisation.
- 3.3 The Contractor undertakes the design, execution and completion of the Contract Works will not cause any pollution to the Site and the environment.

4 Technical Standards and Regulations

- 4.1 The design, the Construction Documents, the execution of and the completed Contract Works shall comply with the industry's technical standards, the Codes and Standards stated in Paragraph 1.6 of Schedule T (*Specifications*), building, construction and environmental laws (including Environmental Law), Laws applicable to the product being produced from the Contract Works, and other standards specified in Specifications (including, without limitation, the health and safety, quality assurance, standard codes of practice, Specifications, design criteria, tender drawings and datasheets) applicable to the Contract Works, or defined by the applicable Laws.
- 4.2 All the aforesaid standards, codes and Laws shall, in respect of the Contract Works, be those prevailing when the Contract Works are taken over by Keppel by the issue of last Temporary Acceptance Certificate.
- 4.3 References in this Contract to published standards shall be understood to be references to the edition applicable at the material time during the carrying out of the Contract Works, unless stated otherwise.

5 As-Built Documents

- 5.1 The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the design, execution and completion of the Contract Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be provided to

Keppel and shall be used exclusively for the purposes of this Paragraph. Two copies shall be supplied to Keppel prior to the commencement of Commercial Operation Tests.

- 5.2 In addition, the Contractor shall supply to Keppel as-built drawings of the Contract Works, showing the Contract Works as designed, manufactured, fabricated and installed, and submit them to Keppel for review following the process for the review of Construction Documents under Paragraph 2 of this Schedule. The Contractor shall obtain the consent of Keppel as to the size, the referencing system, and other relevant details used or set out in the as-built drawings.
- 5.3 Prior to the issue of any Temporary Acceptance Certificate, the Contractor shall supply to the Keppel the specified numbers and types of copies of the relevant as-built drawings in accordance with this Contract. The Contract Works shall not be considered to be completed for the purposes of issue of Temporary Acceptance Certificate until Keppel has received these documents.

6 Installation, Testing & Commissioning and Operation and Maintenance Manuals

- 6.1 Prior to commencement of the Commercial Operation Tests, the Contractor shall supply to Keppel provisional installation, testing & commissioning and operation and maintenance manuals in sufficient detail for Keppel to operate, maintain, dismantle, reassemble, adjust and repair the Contract Works.
- 6.2 The Contract Works shall not be considered to be completed and the Temporary Acceptance Certificate shall not be issued until Keppel has received the final installation, testing & commissioning and operation and maintenance manuals in such detail as maybe required by Keppel, and any other manuals as required under the Contract.

7 Design Error

If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Construction Documents, the Construction Documents and the Contract Works shall be corrected at the Contractor's own cost and time, notwithstanding any consent or approval given by Keppel under this Schedule.

8 Training

The Contractor shall carry out the training of Keppel's Personnel and the personnel of the Employer in the operation and maintenance of the Contract Plant and the Contract Works to the extent specified in the Specifications. If the Contract specifies training which is to be carried out before taking-over or handing over of the Contract Works, the Contract Works shall not be considered to be completed for the purposes of achieving the issue of the Temporary Acceptance Certificate until such training has been completed.

Schedule J
Contract Plant, Materials, and Workmanship

- 1 The Contractor shall carry out the manufacture of Contract Plant, the production and manufacture of Materials, and all other execution of the Contract Works:
 - (a) in the manner (if any) specified in the Contract;
 - (b) in accordance with the standards specified in the Contract (including, without limitation, the Specifications); and
 - (c) in a proper workmanlike and careful manner, in accordance with all relevant design and engineering standards and practices in Singapore.
- 2 The Contractor shall submit samples to Keppel, for review in accordance with the procedures for Construction Documents described in Schedule I as specified in the Contract and at the Contractor's cost. Each sample shall be labelled as to origin and intended use in the Contract Works.
- 3 Keppel shall at all reasonable times:
 - (a) have full access to all parts of the Site and to all places from which Materials are being obtained; and
 - (b) during production, manufacture and construction (at the Site and, at the place(s) of production or manufacture of the Contract Plant and Materials), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Contract Plant and production and manufacture of Materials.
- 4 The Contractor shall give Keppel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility under the Contract.
- 5 The Contractor shall give notice to Keppel whenever any such work is ready and before it is covered up, put out of sight, or packaged for storage or transport. Keppel shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that Keppel do not require such examination, inspection, measurement or testing. If the Contractor fails to give such notice, it shall, if and when required by Keppel, uncover the work and thereafter reinstate and make good, all at the Contractor's own time and cost.
- 6 The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree with Keppel, the time and place for the testing of any Contract Plant, Materials and other part of the Contract Works.
- 7 Keppel may vary the location or details of the specified tests, or instruct the Contractor to carry out additional tests.
- 8 The Contractor shall promptly forward to Keppel duly certified reports of the tests. When the specified tests have been passed, Keppel shall endorse the Contractor's test certificate, or issue a certificate to the Contractor, to that effect.
- 9 Rejection
 - (a) If, as a result of an examination, inspection, measurement or testing, any Contract Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the Contract, Keppel may reject the Contract Plant, Materials, design or workmanship by giving notice to the Contractor. The Contractor shall

promptly make good the defect and ensure that the rejected item complies with the Contract.

- (b) If Keppel requires the Contract Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause Keppel to incur additional costs, the Contractor shall pay these costs to Keppel on demand.
- 10 Notwithstanding any previous test or certification, Keppel may instruct the Contractor to:
- (a) remove from the Site, and replace any Contract Plant or Materials which is not in accordance with the Contract;
 - (b) remove and re-execute any other work which is not in accordance with the Contract; and
 - (c) execute any work which is urgently required for the safety of the Contract Works, whether because of an accident, unforeseeable event or otherwise.
- 11 If the Contractor fails to comply with any such instruction, Keppel shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall pay to Keppel all costs arising from this failure.
- 12 Unless otherwise stated in the Specifications, the Contractor shall pay all royalties, rents, and other payments for:
- (a) Materials obtained from outside the Site; and
 - (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made).

Schedule K
Factory Acceptance Tests and Delivery of Contract Plant to the Site

1. Without prejudice to the Keppel's rights under Paragraphs 3 to 5 of Schedule J above, the Contractor shall agree with Keppel on the date and the place at which any Contract Plant will be ready for the Factory Acceptance Tests as provided in the Contract.
2. When Keppel is satisfied that any Contract Plant has passed the Factory Acceptance Tests referred to in this Schedule, he shall forthwith issue to the Contractor a certificate to that effect. The issue of such certificate by Keppel shall not prejudice any rights of Keppel against the Contractor in regard to defective work, or any other breaches of contract whether previously or subsequently discovered
3. If after inspecting, examining or testing any Contract Plant, Keppel shall decide that such Contract or any part thereof is defective or not in accordance with the Contract, he may reject the said Contract Plant or part thereof by promptly giving to the Contractor the reasons for such rejection. Following any such rejection the Contractor shall make good or otherwise repair or replace the rejected Contract Plant and resubmit the same for the Factory Acceptance Tests or inspection in accordance with this clause. If such rejection and retesting cause Keppel to incur additional costs, such costs shall be recoverable from the Contractor by Keppel, and may be deducted by Keppel from any monies due, or to become due, to the Contractor.
4. In case of default on the part of the Contractor in failing to comply with Paragraph 1.7 above, Keppel shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor and shall be recoverable from him by Keppel, or may be deducted by Keppel from any monies due, or which may become due, to the Contractor.
5. The Contractor shall apply in writing to Keppel for permission to deliver any Contract Plant. No Contract Plant may be delivered without Keppel's written permission
6. When the whole of the Contract Plant has been delivered to the Site in accordance with the Contract, including fulfilling the matters described in Clause 9.5 of the Conditions, Keppel shall issue to the Contractor a certificate stating the date on which the Contractor has fulfilled all the matters stipulated under Clause 9.5 of the Conditions, (including the delivering of the Sub-Plant to the Site) (such date is defined in this Contract as the "Date of Completion of Delivery").
7. The issue of certificate under Paragraph 6 above shall not prejudice any other rights of Keppel in regard to defective works, or any other breaches of contract whether previously or subsequently discovered.

Schedule L Commercial Operation Tests

1. The Contractor must develop the Commercial Operation Testing Plan for review and approval by Keppel. The Commercial Operation Testing Plan must describe:
 - (a) how the Commercial Operation Tests will be conducted;
 - (b) how such Commercial Operation Tests will demonstrate that the Contract Works and the Contract Plant operates to meet the Specifications; and
2. The Contractor shall perform Commercial Operation Tests for the Contract Works in accordance with the Testing Procedure and the approved Commercial Operation Testing Plan.
3. Keppel, and/or their representatives (including their respective consultants), may attend Commercial Operation Tests.
4. The Contractor must give Keppel no less than thirty (30) days' notice of any Commercial Operation Tests that are to be conducted to the Contract Works for the Commercial Operation Tests.
5. The Contractor shall promptly provide Keppel with copies of all results of the Commercial Operation Tests.
6. The Contractor shall at its own cost, provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the Commercial Operation Tests efficiently.
7. Keppel may vary the location or details of the Commercial Operation Tests, or instruct the Contractor to carry out additional tests.
8. The Contractor shall promptly forward to Keppel duly certified reports of the tests. When the Commercial Operation Tests have been passed, Keppel shall endorse the Contractor's test certificate, or issue a certificate to the Contractor, to that effect.
9. Rejection
 - (a) If, as a result of an examination, inspection, measurement or testing, any Contract Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the Contract, Keppel may reject the Contract Plant, Materials, design or workmanship by giving notice to the Contractor. The Contractor shall promptly make good the defect and ensure that the rejected item complies with the Contract.
 - (b) If Keppel requires the Contract Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause Keppel to incur additional costs, the Contractor shall pay these costs to Keppel on demand.
10. The Commercial Operation Tests shall be carried out in the manner and in the sequence set out in Commercial Operation Testing Plan and fulfil the requirements of the approved Testing Procedure.

11. Unless the Specifications provide otherwise, the Contractor shall give to Keppel not less than thirty (30) days' notice of the date after which the Contractor will be ready to carry out each of the Commercial Operation Tests. Unless the Specifications provide otherwise, Commercial Operation Tests shall be carried out within seven (7) days after this date.

12. Delayed Tests

- (a) If the Commercial Operation Tests are being unduly delayed by the Contractor, Keppel may by notice require the Contractor to carry out the Commercial Operation Tests within seven (7) days after service of such notice. The Contractor shall carry out the Tests on such day or days within the period as fixed by Keppel and of which it shall give notice to Keppel.
- (b) If the Contractor fails to carry out the Commercial Operation Tests within the period fixed by Keppel, Keppel's Personnel or others engaged by Keppel may proceed with the Tests at the risk and cost of the Contractor. These Commercial Operation Tests shall then be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.

13. Retesting

- (a) If the Contract Works fail to pass the Commercial Operation Tests, and unless this Contract expressly provides otherwise, the relevant paragraphs in this Schedule in relation to the carrying out of the Commercial Operation Tests shall apply, and Keppel or the Contractor may require the failed Commercial Operation Tests on any work, to be repeated under the same terms and conditions.

14. Failure to Pass Commercial Operation Tests

- (a) If the Contract Works fail to pass the Commercial Operation Tests repeated under Paragraph 13 of this Schedule, Keppel shall be entitled to:
 - i) order further repetition of Commercial Operation Tests in accordance with this Schedule;
 - ii) if the failure deprives Keppel of substantially the whole benefit of the Contract Works, reject the Contract Works, in which event Keppel shall have the same remedies as are provided in Clause 34.7(c) of the Conditions; or
 - iii) issue a Temporary Acceptance Certificate.
- (b) In the event that Keppel issues a Temporary Acceptance Certificate, the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Sum shall be reduced by such amount as shall be appropriate to cover and reflect the reduced value of the relevant part of the Contract Works to Keppel as a result of the relevant failure. Keppel may require such reduction in value to be paid by the Contractor before the issuance of the Temporary Acceptance Certificate.

15. Liquidated Damages for Performance Shortfalls

In the event the Temporary Acceptance Certificate is issued under Paragraph 14(a) (iii) due to any failure of the Contract Works to achieve any of the performance parameters as set forth in Schedule T (*Specifications*), the Contractor shall pay or allow to Keppel liquidated damages at the rate or rates set forth in [●] of Schedule T (*Specifications*).

The total liability for liquidated damages for failure to achieve such performance parameters shall not exceed one-hundred percent [100%] of the Contract Sum.

Schedule M **Progress Payment**

- 1 With respect to Stage 1 of the Progress Payment Schedule below and subject to Paragraph 6 of Schedule C, the Contractor is entitled to submit a claim for payment (“Payment Claim”) at monthly intervals (on the 7th day of each month, following the month in which the Contract is made).
- 2 With respect to each of Stage 2 to 3, no payment claim shall be submitted prior to the completion of the Stages of the Contract Works or Deliverables as described in the Progress Payment Schedule. After each of Stages 2 to 3 is completed, the Contractor shall be entitled to submit the Payment Claim for the Stage on the 7th day of the month.

Progress Payment Schedule

Stages	Description of Stage of Contract Works or Deliverables	(%) of Contract Sum
1	Progress payment up to successful completion of Phase [●]	95%
2	Upon successful completion of Testing and Commissioning, issue of Temporary Acceptance Certificate for Phase [●] to Contractor and commencement of Defects Liability Period (“DLP”)	2.5 %
3	Upon the completion of the Defects Liability Period and issuance of the Final Acceptance Certificate by Keppel	2.5 %
	Total	100%

In addition, the Contractor shall be entitled to include in the Payment Claims any other sum to which the Contractor is entitled pursuant to Clause 45.5 of the Conditions

- 3 With respect to Stage 1, the Payment Claim shall show the amounts to which the Contractor considers himself to be entitled for the work completed up to the last day of the monthly interval in question in respect of the following: -
 - a) the value of the Contract Works executed in accordance with the Contract; **plus**
 - b) subject to Paragraph 6, the value of materials, goods and equipment delivered to the Site for incorporation in the Permanent Works but not yet incorporated in such Contract Works.
- 4 With respect to Stages 2 to 3, the Payment Claim shall show the amount to which the Contractor is entitled, and such amount which shall be equivalent to the percentage of the Contract Sum for the Stage as specified in the Progress Payment Schedule.
- 5 With respect to all Stages, the Payment Claim shall also specify the following:-

- a) the value of the Variation works performed by the Contractor provided the Contractor complies with Clause 45.5 of the Conditions;
 - b) **Less** Repayment of advance payment (if any) as stipulated in **Schedule D**;
 - c) **Less** Retention Monies calculated in accordance with Paragraph 1 of Schedule O;
 - d) **Less** any liquidated damages payable by the Contractor or which Keppel is entitled to recover under this Contract; and
 - e) **Less** any other amounts which Keppel is entitled to deduct, set-off or is due to Keppel.
- 6 With respect to the item described in Paragraph 3(b), the Payment Claim shall only include the value of the materials, goods and equipment as and from such time as they are reasonably and properly, but not prematurely, brought to the Site, and provided they are adequately stored and protected against weather and other casualties.
- 7 The Payment Claim shall be submitted in the format to be approved by Keppel. The Payment Claim shall be accompanied by a covering letter on the Contractor's letterhead stating the title of the Contract Works, serial number of the application, and the date on which the Payment Claim is submitted.
- 8 Each Payment Claim must be supported by the following documents:
- (a) A summary page showing the quantities and rates for each item of work completed,
 - (b) Back-up sheets to the above giving full details of the build-ups to all measurements and quantities, and
 - (c) A set of marked-up drawings showing cumulative work executed.
- 9 The Payment Claim shall be accompanied by supporting documents evidencing or justifying the Claimed Amount. The Payment Claim shall show a detailed breakdown of the Claimed Amount. Each Payment Claim must be accompanied by the relevant schedules of quantities, costs incurred with associated substantiation, progress schedules, payrolls, estimates, records and other data as Keppel may require.
- 10 Within 21 days of receiving the Payment Claim, Keppel shall issue a certificate to the Contractor (hereinafter referred to as the "Payment Response") stating the amounts (hereinafter referred to as the "Response Amount") to which the Contractor is entitled in respect of the Claimed Amount.
- 11 Keppel shall state in the Payment Response the reasons for the difference between the Claimed Amount and Response Amount and the reasons for any amount withheld.
- 12 The Contractor shall submit his invoice or tax invoice within 7 days upon receipt of the Payment Response. The invoice or tax invoice shall reflect the amount in Payment Response
- 13 If the Contractor is a taxable person under the Goods and Services Tax Act (Cap. 117A), Keppel shall pay to the Contractor the Response Amount within 35 days after the date of receipt of tax invoice. If the Contractor is a not a taxable person under the Goods and Services Tax Act (Cap. 117A), Keppel shall pay to the Contractor the Response Amount

within 35 days after the date on which or the period within which the Payment Response is required to be provided under paragraph 10

- 14 Keppel may by any certificate make any correction or modification in respect of any error whether arithmetical or otherwise in any previous certificate and/or Payment Response which has been issued by him and make such adjustments as may be necessary in the amount of payment due and payable to the Contractor to take into account any over or under valuation in any previous certificate. Where the amount paid by Keppel to the Contractor pursuant to any error in a previous certificate and/or Payment Response exceeds any amount due and payable to the Contractor under any subsequent interim certificate or the Final Account Certificate, such excess shall be recoverable by Keppel from the Contractor.
- 15 The Parties agree that for all payments for any money due and payable to the Contractor under this Contract, Kephinance Investment Pte Ltd (being the treasury arm of Keppel Group of Companies) may, on behalf of Keppel, make the said payments to the Contractor.
- 16 Any payment made by Kephinance Investment Pte Ltd (being the treasury arm of Keppel Group of Companies), on behalf of Keppel, to Contractor shall constitute a discharge of the obligations of Keppel in respect of that payment to the Contractor.
- 17 For the avoidance of doubt, if any sum under this Contract is not paid to the Contractor by Kephinance Investment Pte Ltd by the relevant due date of payment under paragraph 9 above, the Contractor shall have recourse to Keppel, as if Keppel is the party that has failed to make that payment.

Schedule N
Final Account and Final Measurement

1. Within three months from the issue of the Final Acceptance Certificate, the Contractor shall submit the following to Keppel:
 - a. a draft statement of final account; and
 - b. a final measurement of all items indicated as “Provisional” (if any) in Schedule S (*Schedule of Works and Prices*).
2. The draft statement of final account shall show in detail in a form approved by Keppel the following:-
 - a. the value of all work done in accordance with the Contract; and
 - b. any further sums which the Contractor considers to be due to him under the Contract or otherwise.
3. If Keppel disagrees with or cannot verify any part of the draft statement of final account, the Contractor shall submit such further information as Keppel may require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to Keppel the final statement of final account as agreed. This agreed statement is referred to in this Contract as the “Final Statement”. If there are any outstanding payments due under the Final Statement, Keppel shall make such payment accordingly.
4. However if, following discussions between the parties and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, Keppel shall pay the agreed parts of the draft final statement provided that the paragraphs in Schedule M shall apply prior to making of any payments. Thereafter, the dispute shall be resolved in accordance with Clause 45 of the Conditions.

Schedule O
Retention Monies

1. In each and every Payment Claim, [five] [●] percent (5%) of the amount to which the Contractor is entitled under Paragraph 1 of Schedule M shall be deducted as “Retention Monies” until the sum so retained by Keppel is equivalent five percent (5%) of the Contract Sum.
2. The Contractor shall be entitled to the release of the half of the Retention Monies held by Keppel upon the issuance of the last Temporary Acceptance Certificate and the commencement of the Defects Liability Period.
3. Immediately after the issue of the last Temporary Acceptance Certificate, the Contractor will be entitled to submit a Payment Claim under Schedule M herein for the release of half of the Retention Monies. A Payment Response shall be issued in accordance with the provision of Schedule M and actual payments will be made in accordance with the provisions of Schedule M.
4. The remaining unpaid balance of the Retention Monies (less any deductions which Keppel may be entitled to make under this Contract) shall be released at the issue of the Final Acceptance Certificate provided that the Contractor submits to Keppel a Payment Claim under Schedule M. A Payment Response shall be issued in accordance with the provisions of Schedule M and actual payments will be made in accordance with the provisions of Schedule M.

Schedule P

Tests after Completion

1.1 Procedure for Tests after Completion

- (a) If Tests after Completion are specified in the Contract, this Paragraph shall apply. Unless otherwise stated in the Specifications, Keppel shall:
- i) provide all electricity, equipment, fuel, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the Tests after Completion efficiently, and
 - ii) carry out the Tests after Completion in accordance with the manuals supplied by the Contractor under Paragraph 6 of Schedule I and such guidance as the Contractor may be required to give during the course of these Tests; and in the presence of such the Contractor's Personnel as either Party may reasonably request.
- (b) The Tests after Completion shall be carried out during the Contract Defects Liability. Keppel shall give to the Contractor 21 days' notice of the date after which the Tests after Completion will be carried out. Unless otherwise agreed, these Tests shall be carried out within 14 days after this date, on the day or days determined by Keppel.
- (c) If the Contractor does not attend at the time and place agreed, Keppel may proceed with the Tests after Completion, which shall be deemed to have been made in the Contractor's presence, and the Contractor shall accept the readings as accurate.
- (d) The results of the Tests after Completion shall be compiled and evaluated by both Parties.

1.2 Retesting

If the Contract Works, or a Phase, fail to pass the Tests after Completion, Keppel may then require the failed Tests, and the Tests after Completion on any related work, to be repeated under the same terms and conditions until the Contract Works or a Phase pass the Tests after Completion.

For the avoidance of doubt, Clauses 34.2 to 34.10 of the Conditions will continue to apply notwithstanding the provision of Schedule P.

1.3 Failure to Pass Tests after Completion

If the Contract Works, or a Phase, fail to pass a Test after Completion and the Contractor proposes to make adjustments or modifications to the Contract Works or such Phase, the Contractor may be instructed by (or on behalf of) Keppel that right of access to the Contract Works or Phase cannot be given until a time that is convenient to Keppel. The Contractor shall then remain liable to carry out the adjustments or modifications and to satisfy this Test, within a reasonable period of receiving notice by (or on behalf of) Keppel of the time that is convenient to Keppel.

1.4 Liquidated Damages for Performance Shortfall

If liquidated damages are provided in the Specification for any failure of the Contract Works to achieve any of the performance parameters as set forth in Schedule T

(*Specifications*), the Contractor shall pay or allow to Keppel liquidated damages at the rate or rates set forth in [FORM OF TENDER – APPENDIX 5.1 [●]] of Schedule T (*Specifications*).

The total liability for liquidated damages for failure to achieve such performance parameters shall not exceed [100%] of the Contract Sum.

1.5 Liquidated Damages for Business Interruption

In the execution of his works, the Contractor shall take all necessary steps to ensure that there is always no service interruption to the business operation of Keppel.

Should there be any business interruption at any one time of the day caused by the Contractor during the Contract Period and/or Defects Liability Period, the Contractor shall pay such amount to Keppel as Damages; notwithstanding any other Damages that the Keppel is entitled under the Contract. This Damage shall be as follows:

\$1,000 [●] (Singapore Dollars One Thousand [●]only) per occasion and additional \$120 (Singapore Dollars One Hundred and Twenty only) per hour or part thereof.

\$1,500 [●] (Singapore Dollars One Thousand Five Hundred [●] only) per block of 15 minutes or part thereof.

Schedule Q
Performance Guarantee

[●]

Schedule R

Miscellaneous

- 1.1 If required by Keppel, the Contractor shall attend the meetings Keppel and/or their consultants and render assistance and provide information required to Keppel at those meetings.
- 1.2 The Contractor shall be responsible for ascertaining the extent and incidence of all taxes, customs rates, levies, dues and all other charges payable in accordance with such Laws and shall give all notices and pay all charges in compliance therewith.
- 1.4 The Contractor shall keep Keppel indemnified against all penalties and liability of every kind for his breach of any Law, statute, Ordinance or Law, regulation or by-law.
- 1.6 The Contractor shall, whenever required by Keppel, provide in writing, for information, a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Contract Works.
- 1.7 Keppel may be required to submit monthly progress report to the client. Whenever required by Keppel, the Contractor shall provide all information to assist Keppel to fulfil his obligation to provide such monthly progress report.
- 1.9 Work shall be carried out on the Site according to the normal working hours stipulated by Law. For any extension of working hours, the Contractor shall obtain consent in writing from Keppel.
- 1.10 All necessary safety measures and precautions shall be taken by the Contractor to ensure the health and safety of his staff and labour. The Contractor shall inform Keppel, details of any accident as soon as possible after its occurrence. The Contractor shall maintain accurate records and make reports concerning health, safety and welfare of persons, and damage to property, as Keppel may reasonably require, and shall provide Keppel reasonable access to these records.
- 1.11 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
- 1.12 The Contractor shall require its employees to obey all applicable Laws, including those concerning safety at work.

Schedule S
Schedule of Works and Prices

S/N	Document Description	Rev
A.	[●]	[●]
B.	[●]	[●]

**Schedule T
Specifications**

S/N	Document Description	Rev
1	[●]	[●]
2	[●]	[●]
3	[●]	[●]

Schedule U
Health, Safety and Environmental Documents

S/N	Document Description	Rev
A	HSE policy (HSEP-005 - Appendix 6.1 (Declaration by Keppel Infrastructure Contractors))	0
B	HSEP- 005 - Communication Participation and Consultation	0
C	HSEP - 009 - Keppel HSE General In-House Rules and Disciplinary Code	0
D	HSEP - 015 - Management of New Workforce	0
[●]	[●]	[●]

Schedule V
Anti-corruption and anti-bribery

1. The Contractor has read, understood and agrees to comply with the Keppel Code of Conduct.
2. The Contractor represents and warrants that it is and will be in compliance with all laws of those countries in which it operates, including all applicable laws (1) that prohibit corruption, bribery, cartel, money laundering, public conflict of interests, public improbity, or fraud, and (2) that regulate gifts, gratuities, and expenses paid to or on behalf of Public Officials, lobbying, political donations and contributions, public bidding and public contracting laws and regulations, including the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, the Brazilian Federal Statute No. 12,846, of August 1, 2013 (the "Brazilian Anti-Corruption Statute"), the anti-bribery legislation of the People's Republic of China and the Singapore Prevention of Corruption Act ("PCA") (collectively with all other laws mentioned in this clause, the "Anti-Corruption Laws"), and that it will remain in compliance with all such laws during the term of this Agreement.
3. The Contractor further represents and warrants that it has not made, authorized or offered to make, and will not make, authorise or offer to make, payments, gifts or other transfers of value, directly or indirectly, to any Government Official or private person in order to (1) improperly influence or delay any act, decision or failure to act by that Government Official or person, (2) improperly induce that Government Official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity, (3) secure any improper advantage, or (4) induce a Government Official to influence or affect any act, law, judgment, or other government decision or decision of any Governmental Entity.
4. Neither the Contractor nor any of its officers, directors, employees, agents or representatives have: (A) financed, funded, sponsored or in any other way subsidized the practice of harmful acts against the government; (B) used third parties, physical persons or legal entities, hidden or disguised real interests or the identity of the beneficiaries for the harmful acts against the government; (C) defrauded, manipulated, prevented, hindered, interfered with or created a fraudulent legal person to participate in any public bidding process, (D) manipulated or defrauded the economic and financial balance of contracts with the government, or obtained undue advantages or benefits in a fraudulent way, for amending or extending contracts with the government; or (E) hindered investigations or oversight by any Government Entity or authority, or interfered in their acts, or have committed, by act or omission, any act that is or could be considered in violation of the Anti-Corruption Laws, or will do any of the acts stated in (A) to (E) as mentioned.
5. The Contractor agrees that should it learn or have reason to suspect any payment, gift or other transfer of value, directly or indirectly, to any Government Official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to Keppel and all related subsidiaries for which the Contractor has a business relationship with. If, after consultation by all Parties to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment of Keppel, then Keppel, on written notice to the Contractor, may withdraw from or terminate this Agreement.
6. Keppel shall have the right to terminate this Agreement if the Contractor breaches this, or any other, representation, warranty or undertaking set forth in this Agreement.

7. Keppel shall have the right to withhold payment of any invoice (or part thereof) to the Contractor under this Agreement for so long as (i) there is a bona fide question or dispute as to the propriety of such invoice or the amount claimed, (ii) where the Contractor fails to provide adequate supporting documentation in accordance with this Agreement and the Keppel Code of Conduct, or (iii) where Keppel has reasonable grounds to suspect that the Contractor has violated any Anti-Corruption Laws or has breached any anti-corruption or anti-bribery representation, warranty or undertaking set forth in this Agreement.
8. To confirm compliance with this Agreement, the Contractor agrees that the books and records of the Contractor relating to the performance of this Agreement shall be made available to Keppel, or to its internal or external auditors, attorneys or other designees, and the Contractor shall answer in reasonable detail any questionnaires or other written or oral communications from Keppel, or from its internal or external auditors, attorneys or other designees. The confidentiality provisions contained in this Agreement shall apply to any disclosures made hereunder.
9. For the purposes of these anti-corruption and anti-bribery contractual provisions:
 - i. “Government Entity” means any national, federal, state, provincial, county, municipal, local or foreign government, or other subdivision or agency thereof; any entity exercising executive, legislative, judicial, regulatory, taxing or administrative functions of or pertaining to government; any arbitrator or arbitral body or panel of competent jurisdiction; any public international organization (e.g., the United Nations, the International Monetary Fund, the World Bank); and any entity owned or controlled, in whole or in part, by any national or local government (e.g., a state-owned or state-controlled petroleum company, communications company etc).
 - ii. “Government Official” means any elected or appointed official of a Government Entity of any country; representatives or employees of a Government Entity at any level, including customs, immigration and transportation workers; military personnel; representatives of political parties; candidates for political office; directors, managers or employees of state-owned or controlled entities; and any entity hired by a Government Entity for any purpose.

Schedule W Trade Sanctions

1. None of the Contractor, its subsidiaries, affiliates, and/or their respective officers, directors or agents:
 - (i) is currently the subject or target of any sanction administered or enforced by the governments of Singapore, the United States of America (“USA”) (including without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury), the United Nations Security Council (“UN”), the United Kingdom (“UK”), the European Union (“EU”) or other relevant sanctions authority (“Sanction(s)”);
 - (ii) is located, organized or residing in any country or territory to the extent that such country or territory itself is the subject of any comprehensive Sanction(s) (a “Designated Jurisdiction”); or
 - (iii) is knowingly engaged in any transaction with any person who is the subject or target of Sanctions or who is located, organized or residing in any Designated Jurisdiction.
2. The Contractor shall not knowingly, directly or indirectly, supply goods and/or services delivered by Keppel in connection with any activity or business in any Designated Jurisdiction, or in connection with any activity or business of any person located, organized or residing in any Designated Jurisdiction or who is the subject of any Sanctions, or in any manner that results in any violation by any person of Sanctions.
3. If the Contractor exports, re-exports or transfers goods or technology (hardware, software and/or technology as well as corresponding documentation, regardless of the mode of provision) and/or services delivered by Keppel or works and services (including all kinds of technical support) performed by Keppel to a third party recipient, the Contractor shall comply with all applicable national and international export control laws and/or regulations (including without limitation the export control laws and regulations of Singapore, USA, UN, UK, and EU).
4. If required to enable Keppel or any authorities to conduct export control checks, the Contractor shall promptly provide Keppel upon request with all information pertaining to the particular end-customer, end-destination and the intended end-use of goods, works and services provided by Keppel, as well as any existing applicable export control restrictions or any other relevant information.
5. The Contractor shall indemnify and hold harmless Keppel from and against any claim, proceeding, action, loss, costs (including legal costs on a full indemnity basis) and/or damage arising out of or relating to any non-compliance with any sanctions and/or export control laws or regulations by the Contractor, including legal costs (on an indemnity basis).
6. Keppel shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of any Sanctions, applicable export control laws or regulations, national or international foreign trade or customs requirements, or any embargoes.

Schedule X

Protection of Personal Data

1.1 The Contractor represents, warrants and undertakes that it shall collect, disclose, use and process the Personal Data only for the purpose of providing the Contract Works in accordance with this Contract and Keppel's instructions and that:

- (i) it will comply at a minimum with Keppel's instructions and applicable Data Protection Legislation;
 - (ii) its internal procedures and processes with regards to its collection, disclosure, use and processing of Personal Data ("Data Protection Processes") are compliant with Data Protection Legislation such that if the Contractor were collecting, disclosing, using or processing Personal Data in accordance with the Data Protection Processes, the Contractor (whether or not it is a data intermediary) would be in full compliance with the Data Protection Legislation, and that it shall promptly provide upon request from Keppel full details of all its Data Protection Processes;
 - (iii) only Contractor's Personnel who 'need to know' will be given access to the Personal Data, and only to the extent necessary to perform the Contractor's obligations under this Contract;
 - (iv) Contractors' Personnel are informed of the confidential nature of the Personal Data and to hold and use all Personal Data in confidence;
 - (v) all Contractor's Personnel will comply with, and are adequately and appropriately trained to comply with, the Contractor's obligations in this Appendix (Protection of Data);
 - (vi) it will not modify, amend, alter, delete, publish or disclose any Personal Data to any third party, nor allow any third party to process such Personal Data on the Contractor's behalf unless Keppel has given its prior written consent;
 - (vii) it has implemented and maintained appropriate technical and organisational measures, to protect all Personal Data stored, accessed, collected, used or processed by it against unauthorised, accidental or unlawful access, disclosure, use or processing, destruction, corruption, interference, loss, modification, amendment, disposal, processing, erasure or alteration, damage or other misuse, which deal with, as may be appropriate: (a) all physical locations where Personal Data is stored; (b) security measures in equipment, where Personal Data is stored; (c) methodologies for secure transmission of Personal Data where such transmission is necessary for fulfilling its obligations under the Contract; and (d) measures to maintain the integrity and competence of personnel tasked with dealing with Personal Data, and will promptly provide upon request from Keppel a written description of such technical and organisational methods employed by it;
 - (viii) it will not retain the Personal Data longer than is necessary for the provision of the Goods hereunder;
- (9) it shall not except as required by mandatory law publish, disclose or divulge any Personal Data to any third party (including any Subject Individual) unless directed to do so in writing by Keppel; and
 - (10) it shall in the event of a potential or actual breach by the Contractor or any Contractor's Personnel, of Data Protection Legislation, or in the event that any action of the Contractor and/or any Contractor's Personnel causes or could reasonably be regarded as causing a breach by Keppel of Data Protection Legislation (each such event a "Data Protection Breach"):

- (A) comply with Keppel's then-current data protection reporting processes in accordance with Keppel's instructions at the relevant time;
- (B) fully co-operate with and assist Keppel in any investigation or litigation against third parties deemed necessary by Keppel to protect the interests of Keppel or Keppel's rights in the Personal Data; and
- (C) use its best endeavours to prevent a recurrence of the same.

2.1 Rectification: The Contractor shall immediately rectify, erase or complete any Personal Data on receiving instructions to this effect from Keppel. The Contractor undertakes in particular to rectify, erase or complete any Personal Data if it appears that such measures are required by the requirements of any applicable laws, rules and/or regulations, after being notified of the same by Keppel.

3.1 Complaints: Where the Contractor receives a request, complaint or other third party communication from a Subject Individual, it will forthwith notify Keppel of such request, complaint or other communication promptly and provide Keppel with its full co-operation and assistance, including by:

- i) providing Keppel with full details of the request, complaint or other communication;
- ii) responding to the Subject Individual's access request in accordance with Keppel's instructions;
- iii) providing Keppel with all Personal Data it holds in relation to the relevant Subject Individual within the timescales required by Keppel; and
- iv) providing Keppel with any other information requested by Keppel in connection thereto.

4.1 The Contractor shall permit Keppel's designees or representatives access to:

- (i) its premises, records, and Data Protection Processes, and to those of its Contractor's Personnel

to audit the Contractor's compliance with its obligations under this Appendix (Protection of Data), including allowing such access immediately in the event of any Data Protection Breach. Each such audit shall be carried out at Keppel's cost and expense unless any unreported Data Protection Breach is uncovered in the course of such audit in which case the relevant audit will be at the Contractor's cost and expense.

5.1 If any Singapore telephone number which forms part of the Personal Data is proposed to be used as the addressee of a voice call, fax or text message (including SMS/MMS, or through any data service) in the provision of Services, such Singapore telephone number shall be used for such purpose only if: (i) the message to be sent is not a "specified message" as defined in the Personal Data Protection Act 2012 of Singapore; or (ii) the prior written consent of the relevant recipient has been obtained.

6.1 The Contractor shall not transfer any Personal Data out of Singapore or Hong Kong.

7.1 The Contractor acknowledges and agrees that Keppel will be using, processing and further disclosing Personal Data provided to Keppel for (a) safety; (b) security; (c) monitoring purpose and (d) performance of the Contract (collectively the "Purpose").

8.1 The Contractor represents, warrants and undertakes that it has obtained from each relevant individual to whom any Personal Data relates, written consent to which allows Keppel and its related corporations and service providers to use, process and disclose his/her Personal Data for the Purpose.

- 9.1 For the avoidance of doubt, all costs and expenses incurred by the Contractor and Contractor's Personnel to enable compliance with the requirements of this Appendix (Protection of Data) shall be borne by the Contractor.

This Schedule (Protection of Data) shall survive the termination of the Contract and the termination of the employment of the Contractor under Clause 38, Clause 39, Clause 40 and Clause 41, or expiration of this Contract.

Schedule Y

Personal Data; Cross-Border Transfer

1. In the event that the Contractor provides any PRC Personal Data (as defined in paragraph 5 below) to Keppel in connection with or arising from the Contract Works, the Contractor shall, in its collection, processing, disclosure, transfer (including cross-border transfer) or other use of the PRC Personal Data, adhere to the requirements of the applicable laws and regulations, including but not limited to the Personal Information Protection Law, the Measures for the Standard Contract for Outbound Cross-border Transfer of Personal Information, the Measures for the Security Assessment of Outbound Data Transfers, the Data Security Law, and the Cyber Security Law (collectively, the “ PRC Data Protection Legislation”). The Contractor shall not by act or omission, or those of its and any subcontractor's officers, employees, personnel, advisors, agents, principals, representatives and contractors, cause Keppel to be in breach of PRC Data Protection Legislation.
2. The Contractor represents, warrants, undertakes and agrees that it shall have obtained all relevant and required consents from all relevant PRC data subjects before the Contractor provides any PRC Personal Data to Keppel in connection with or arising from the Contract Works, and that the Contractor shall have in place internal procedures and processes with regards to its collection, disclosure, use and processing of PRC Personal Data which comply with the PRC Data Protection Legislation and this Schedule Y.
3. The Contractor shall immediately inform Keppel if there is any breach or potential breach of the obligations under the PRC Data Protection Legislation or this Schedule Y.
4. The Contractor agrees that Keppel may audit or appoint auditors or other third party representatives to determine the Contractor's compliance with the PRC Data Protection Legislation and this Appendix Y and for this purpose, the Contractor shall permit Keppel's designees or representatives access to its premises, records and personnel, including those of its subcontractors (if any).
5. For the purpose of this Schedule Y:
 - (a) “**PRC Data Protection Legislation**” shall have the same meaning given to the term in paragraph 1 above.
 - (b) “**PRC Personal Data**” means any kind of information related to an identified or identifiable natural person of PRC citizenship or PRC residence including but not limited to the person's name, date of birth, ID number, biometric information, address and telephone numbers, location and tracking information, communication records, browsing records etc. Personal Information includes business contact information, and shall be deemed to include any personal data that, once leaked or illegally used, will easily lead to infringement of the human dignity or harm to the personal or property safety of a natural person, including biometric recognition, religious belief, specific identity, medical and health, financial account, personal location tracking of a natural person, as well as any personal information of a minor under the age of 14.