

FORM OF GUARANTEE (SECURITY DEPOSIT)

(to be issued by a bank acceptable to Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd *)

THIS GUARANTEE is made the _____ day of _____ 201__ by _____ having its registered office at _____ (hereinafter called the "Guarantor").

WHEREAS

- (1) _____ of (or whose registered office is situated at _____ has on the _____ day of _____ 201__ offered by way of tender (hereinafter called the "Contractor") and Tuas Power Ltd (Company Registration No. 199502116G) / Tuas Power Generation Pte Ltd (Company Registration No. 200909292D) / TP Utilities Pte Ltd (Company Registration No. 200920924G / Tuas Power Supply Pte Ltd (Company Registration No. 200004985K) / TP Asset Management Pte Ltd (Company Registration No. 200505009R) or subsidiaries of Tuas Power Ltd (as the case may be and as more particularly stated in the agreement), the company incorporated in the Republic of Singapore, having its registered address at 111 Somerset Road, #11-09, Singapore 238164 (hereinafter called the "Company") has on the _____ day of _____ 201__ accepted the said offer to supply / deliver / install / execute and complete _____ as specified in the said tender and letter of acceptance (hereinafter referred to as the "Contract") in consideration of the payment of a sum (referred to in the Contract and hereinafter as the "Contract Price" and/or "Contract Sum") in accordance with the provisions of the Contract and the conditions annexed thereto.
- (2) By clause 7 (Security Deposit) of the General Conditions Of Contract, the Contractor must, as a condition precedent to the commencement of any work under the Contract, deposit with the Company an amount equal to five percent (5%) of the Contract Price / Sum (hereinafter referred to as the "Security Deposit") as and by way of a deposit or security for the due performance and observance by the Contractor of all the stipulations, conditions and agreements contained in the Contract.
- (3) At the request of the Contractor, the Company has agreed to waive the requirements of a cash deposit being submitted prior to the commencement of any work under the Contract, subject to the Guarantor entering into the undertaking hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

- 1. In consideration of the Company agreeing to waive the requirements of a cash deposit being submitted by the Contractor prior to the commencement of any work under the Contract, the Guarantor shall forthwith pay to the Company on the Company's first written demand or respective written first demands in respect of each sum demanded PROVIDED THAT the Guarantor's total liability hereunder shall not exceed the aggregate of the sum of Singapore Dollars _____ Only (S\$ _____) (hereinafter referred to as the "Guaranteed Sum").
- 2. Every such of the Company's written demand shall be accompanied by its signed statement reading as follows:-

"We, Tuas Power Ltd/Tuas Power Generation Pte Ltd/TP Utilities Pte Ltd/Tuas Power Supply Pte Ltd/TP Asset Management Pte Ltd or all other subsidiaries of Tuas Power Ltd *, hereby certify to you that the amount of Singapore Dollars (S\$ _____) represents and covers the Guaranteed Sum due and payable to us by _____ (the Contractor) pursuant to _____ (the Contract) _____."

3. This Guarantee shall not be affected by any time, arrangement or other indulgence which the Company may grant to the Contractor or with any other person which might operate to diminish or discharge the liability of or otherwise provide a defence to a surety.
4. The Company shall have the right to demand payment at any time under this Guarantee to be made in Singapore Dollars subject to the limit of the Guaranteed Sum set out in clause 1 above without the necessity of making any prior demand or taking proceedings against the Guarantor.
5. Without prejudice to the provisions in clauses 1 to 4 above, upon the Company's written demand for payment as aforementioned, the Guarantor shall accept and honour the Company's demand within the next banking day following presentation of the Company's demand by paying the Company in funds immediately available the full amount of its demand.
6. Upon receipt of the amount demanded under clause 1 hereof, the Company may apply and utilize it in all respects as if it were the Security Deposit deposited with the Company under clause 7 (Security Deposit) of the General Conditions Of Contract and in accordance with the provisions of the Contract.
7. The Guarantor agrees that any written demand furnished by the Company to it under clause 1 shall be conclusive evidence that the said sum or sums referred to therein is/are due and payable to the Company by the Contractor. The Guarantor further agrees that this Guarantee shall be effective immediately and shall continue to be in effect unless and until the Contract has been completed to the satisfaction of the Company including the rectification of defects after completion and the warranty period PROVIDED THAT this Guarantee shall in any case expire on _____ (the "Expiry Date"). Demands, if any must be made in writing and received by the Guarantor at its Banker's Guarantee Section at _____ (insert address) _____ not later than 90 days after the expiry date. Thereafter, this Guarantee shall automatically cease to have any effect whatsoever whether or not it is not returned to the Guarantor for cancellation.
8. The Company may make more than one claim under this Guarantee so long as the claims are made in accordance with the terms set out herein and that the total claims do not exceed the limit of the Guaranteed Sum set out in clause 1 above.
9. This Guarantee shall not be assigned by the Guarantor. A person who is not a party to this Guarantee shall have no right under the Contract (Rights of Third Parties) Act, Cap. 53B to enforce any of its terms.
10. The rights and power provided by this Guarantee are cumulative with, and not exclusive of, any rights, powers and remedies provided by law.
11. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Guarantee nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

12. No delay or omission on the part of the parties in exercising any right, power or remedy provided by law or under this Guarantee shall impair such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy.

13. All payments made by the Guarantor to the Company shall be paid free and clear of any present or future taxes (including withholding taxes), levies, duties, charges, deduction or set-offs of any nature. The Company shall be entitled to receive a net payment hereunder equal to the full amount claimed by the Company.

14. This Guarantee shall be governed by and construed in all respects in accordance with laws of the Republic of Singapore and all parties hereby agree to submit to the exclusive jurisdiction of the Courts of Singapore.

Dated this _____ day of _____ of 201____.

Signed by _____)
 For and on behalf of _____)

in presence of _____)
 _____)
 _____)
 _____)
 _____)

* delete where applicable