

CONSTRUCTION AGREEMENT

GSPP1R (Project 1) Combined Cycle Cogeneration Plant (GSPP1R Project 1 CCCP)
And
GSPP1R (Project 2) Combined Cycle Cogeneration Plant (GSPP1R Project 2 CCCP)

Date 31 MAR 2020

Glow SPP1 Company Limited
Owner

and

TPSC (Thailand) Co., Ltd.
Local Contractor

CONSTRUCTION AGREEMENT
FOR
A GAS-FIRED POWER PLANT FACILITY
RAYONG, THAILAND

GSPP1R-02-01

2.28 Further Assurances

The Local Contractor shall execute and deliver all such further instruments and documents, and take all such further action, as may be necessary in order to enable the Local Contractor to complete the performance of its obligations hereunder or to give effect to the purposes of, or the commercial intention of the parties to, the Agreement.

2.29 Business Ethics

The Local Contractor and any Subcontractor and their respective agents are not expected or authorized to take any action on behalf of the Owner which would violate any Applicable Requirements. All financial statements, reports, billings and other documents rendered shall properly reflect the facts about all activities and transactions handled for the account of the Owner.

2.30 Opportunities for Other Contractors

The Local Contractor shall, in accordance with the Owner's Engineer's instructions, afford to other Local Contractors engaged by the Owner to work on the Site and persons lawfully upon the Site all reasonable opportunities for carrying out their work and shall co-operate with such Local Contractors and other persons provided that the same shall not obstruct or disturb the progress of the Works. The Local Contractor shall also afford such opportunities to the employees of the Owner. The Local Contractor acknowledges that for the purposes of the PPA and the Fuel Supply Agreement, EGAT, PEA, PTT and the Owner's contractors for the construction may need to enter the Site in order to install, operate, maintain, replace and/or remove certain facilities. The Local Contractor agrees to permit EGAT, PEA, PTT, their contractors and the Owner's contractors to enter the Site for the aforesaid purposes.

2.31 Compliance with Applicable Requirements

The Local Contractor shall, in all matters arising in the performance of the Agreement, comply in all respects with, give all notices and pay all fees (other than those which this Agreement provides are to be paid by the Owner) required by the provisions of any Applicable Requirements. The Local Contractor represents that it is fully aware of all of the Applicable Requirements which must be followed when performing the Works. The Local Contractor shall furnish to the Owner, promptly upon request, such information concerning the Local Contractor, its Subcontractors and their respective employees and agents as the Owner may be required to furnish to any applicable governmental agencies or authorities. As regard to EIA, the Local Contractor's obligations are limited to comply with the requirement set forth in Attachment 12 (Environmental Prevention and Mitigation Measure and Monitoring Programs) of Schedule 7 (Technical specifications).

2.32 Preservation of Vegetation

The Local Contractor shall preserve and protect all existing vegetation on or adjacent to the Site, which is not to be removed and which does not unreasonably interfere with the Works.

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