

**SCHEDULE OF LOSS & EXPENSES**

**AS OF**

**15 DECEMBER 2017**

**VALUED & SUBMITTED**

For and on behalf of [REDACTED] (Claimant)

**IN THE SINGAPORE INTERNATIONAL COURT OF ARBITRATION**

This Construction Valuation represents and reflects the construction work performed and/or good and services supplied under the contract as of the reference date given above as witnessed/inspected by duly authorised representatives of [REDACTED] - Construction Valuers and Quantum Experts.

This Construction Valuation with the exception of the fee charged for our services rendered does not provide any other benefits financial or otherwise to [REDACTED] or any of its employees, associates or affiliates.

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**Under Clause 17.2 – Employer Delay Events:**

- Per the attached *Exhibits 1-4* inclusive,  
the Employer delays cumulatively amount  
to 144 working days @ \$12, 390.00 \$ 1,884,160.00

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**Under Clause 25.7 – Late Payment of Amounts owed to the Contractor:**

- Per the attached *Exhibits 5-13* inclusive,  
the Interest on amounts as owed from dates  
claimed and the resulting due for payment  
dates amount to:

\$572,035 for 144 days @ 12.07%

\$586,337 for 108 days @ 11.56%

\$359,416 for 85 days @ 11.24%

\$366, 372 for 52 days @ 10.19%

**And in total** **\$ 62,023.13**

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**Under Clause 25.8 – Price Escalation after Contract Completion**

- Per the attached *Exhibits 14-15* inclusive, the Price Escalation is calculated on amounts due after the contract completion date in the sum of \$725,788 for 85 days @ 3.75%

**\$ 5,493.67.00**

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**Under Clause 29 – Claims for Other amounts due to the Contractor**

- Per the attached *Exhibits 16-25* inclusive, the Employer’s “prevention” of the Contractor earning its expected profits\* on other projects due to the delay imposed by the Employer under this contract is calculated individually:

On the Daiwa Bridge Project

On the MENA Harbour Centre

On the Atlantis Subcontract

**And in total**

**\$ 455,270.00**

- Per the attached *Exhibits 26-27* inclusive,  
the wasted expenditure associated with tendering  
/bidding the above projects \$ 183,715.00
  
- Per the attached *Exhibit 28* for the Contractor having  
been put to the additional expenditure of having to  
prepare this claim due to the Employer not properly  
fulfilling its obligations under the contract in making  
payment of sums due and payable under this contract \$ 22,690.00<sup>^</sup>

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Notes

\* Expected Profits also covers the head-office overhead not yet recovered past the completion date of the above contract, as well as that which would have been earned as pre-tax profit but for the Contractor having been prevented from doing so on account of having to engage its resources on the above contract past the completion date.

<sup>^</sup> This figure is without allowance for interest on late payment, which is subject to whether or not the Claims Expert/Consultant will charge the Claimant for this at a future date if the payment is not received from the Respondent.