Our Ref: 1140-CF/8510

27 September 2000

DCA Architects Pte Ltd
26 Ann Siang Road
Singapore 069706

CONFIDENTIAL

Attention: M/s Yeo Eng Choon/Ng Shuh Fang

Dear Sirs

PROPOSED CONDOMINIUM HOUSING DEVELOPMENT COMPRISING A BLOCK OF 30-STOREY RESIDENTIAL FLATS (TOTAL: 136 UNITS) WITH A BASEMENT CARPARKS, SWIMMING POOL AND ANCILLARY FACILITIES ON LOTS 1442, 1554, 1663, 1440PT (SL) AND 794PT (SL) TS 18 AT THOMSON/MOULMEIN ROAD (NOVENA DGP)
DRAFT LETTER OF AWARD FOR AIR-CONDITIONING & MECHANICAL VENTILATION INSTALLATION

We refer to M/s Euro-Asia Realty Pte Ltd's instruction to award the Air-Conditioning & Mechanical Ventilation Installation to Micool Engineering Pte Ltd.

As requested, we are pleased to enclose herewith a draft Letter of Award.

By copy of this letter, we would appreciate if P K & Associates could convey their comments on the draft letters directly to DCA Architects Pte Ltd, if any.

Yours faithfully

WONG THOR CHOEM
for ALPHA ENGINEERING CONSULTANT

cc Euro-Asia Realty Pte Ltd - Mr Richard Tham Choon Kee] with
cc P K & Associates Pte Ltd - Mr Victor Chan] enc

enc

LW/hi

DRAFT

LETTER OF AWARD TO BE ISSUED BY KIM SENG HENG ENGINEERING CONSTRUCTION (PTE) LTD TO MICOOL ENGINEERING PTE LTD

Micool Engineering Pte Ltd
Blk 1083 Eunos Avenue 7A
#01-39
Singapore 409533

Dear Sir,

PROPOSED CONDOMINIUM HOUSING DEVELOPMENT COMPRISING A BLOCK OF 30-STOREY RESIDENTIAL FLATS (TOTAL: 136 UNITS) WITH A BASEMENT CARPARKS, SWIMMING POOL AND ANCILLARY FACILITIES ON LOTS 1442, 1554, 1663, 1440PT (SL) AND 794PT (SL) TS 18 AT THOMSON/MOULMEIN ROAD (NOVENA DGP)
NOMINATED SUB-CONTRACT FOR AIR-CONDITIONING & MECHANICAL VENTILATION INSTALLATION
LETTER OF AWARD

We refer to your tender submitted on 26 June 2000.

On the instruction of the Architect, we are pleased to inform you of our acceptance of your Company for the award of the above Nominated Sub-Contract at an agreed tender sum of S$1,430,000.00 (Singapore Dollars One Million Four Hundred and Thirty Thousand Only) to carry out and complete the Air-Conditioning & Mechanical Ventilation Installation Sub-Contract Works in accordance with the Sub-Contract Documents and Conditions described hereinafter:

1. Sub-Contract Sum

   The Sub-Contract Sum for the Sub-Contract Works shall be a firm price contract sum of S$1,430,000.00 (Singapore Dollars One Million Four Hundred and Thirty Thousand Only).

2. Sub-Contract Documents and Conditions

   2.1 The Sub-Contract Documents upon which your sub-contract sum offer is based consist of the following:-

      (i) Original Tender Documents submitted on 26 June 2000.

      (ii) Sub-Contract Drawings as listed in Appendix 'A'.

      (iii) The following documents:-

         (a) AEC's letter of invitation to Micool Engineering ref: 1140-CF/4046 dated 23 May 2000.

         (b) AEC's letter (Addendum No.1) to Micool ref: 1140-CF/4582 dated 7 June 2000.

(c) Micool's letter to AEC ref: ME/ACE/00/160 dated 26 June 2000.

(d) AEC's letter to Micool ref: 1140-CF/6619 dated 2 August 2000.

(e) Micool's letter to AEC ref: TEA/DOC/00/01 dated 10 August 2000.

(f) Micool's letter to AEC ref: TEA/DOC/00/02 dated 22 August 2000.

(g) Micool's letter to EA ref: TEA/DOC/00/03 dated 27 September 2000.

Note: EA denotes Euro-Asia Realty Pte Ltd
DCA denotes DCA Architects Pte Ltd
AEC denotes Alpha Engineering Consultant
Micool denotes Micool Engineering Pte Ltd

2.2 You have also confirmed that the following requirements have been included in your offer:

(i) You have taken into account all the requirements of the Sub-Contract Documents including the Form of Tender, Conditions of Sub-Contract, Performance Bond, Specifications, Preliminaries, Sub-Contract Drawings, etc.

(ii) You confirm that notwithstanding any information and technical particulars submitted by you, all materials and equipment offered by you as well as the installation shall comply strictly with the specification and Sub-Contract Drawings. Any information, qualifications, deviations, assumptions, technical particulars, etc. which you have furnished and contents of all letters and correspondences which are not specifically set out in this letter shall have no contractual effect whatsoever and no claims by you arising therefrom shall be entertained by the Architect.

(iii) You agree that all drawings, technical literatures, brochures, catalogues, equipment/material specifications and the like submitted by you are strictly for the Architect's information only and will not be included to form part of the Sub-Contract Document and therefore have no contractual effect unless otherwise agreed to by the Architect.

3. <u>Programme</u>

3.1 The Sub-Contract Works shall be completed in accordance with the Main Contract Programme.

3.2 The supply, delivery and installation of the Air-Conditioning & Mechanical Ventilation Installation shall be in accordance with the Main Building Construction Programme to be prepared by us. We will co-ordinated and incorporate the various M&E services including the Air-Conditioning & Mechanical Ventilation Installation into the Main Building Construction Programme and you will be required to fully comply with the work in close co-operation and in conjuction with us in checking and ensuring that the Air-Conditioning & Mechanical Ventilation Installation fully complies with this programme.

3.3 In collaboration with us, you shall prepare within two(2) weeks of receipt of our Direction to do so, a detailed programme showing the Air-Conditioning & Mechanical Ventilation Installation Sub-Contract Works in relation to the Main Building Construction Programme. Your detailed programme will be used to monitor your progress of work at site.

4. Insurance

The Workmen's Compensation Policy taken up by us shall cover all employees of the Main Contractor and all the Designated/Nominated Sub-Contractors. All other necessary insurances which are deemed to be required for the protection of your plant tools, equipment and other property belonging to you shall be taken up separately by you.

5. Performance Bond

You shall submit a performance bond to the Main Contractor within seven(7) days from the issue of this letter of award in accordance with the proforma given in the Sub-Contract Document.

6. Provisional Items

All provisional items are to be executed at the discretion and under the direction of the Architect and may be deducted wholly or in part if not required. You shall have no claim on these items except for the quotation executed.

7. Specification and Specification Drawings

You confirm that the specification drawings and specifications shall be read in conjunction with one another. Any item included in either one and not in the other shall be deemed to be included in the other in the context of this Sub-Contract. Your prices have allowed for all the requirements as spelt out in the specification drawings and specification, to make a complete working installation.

8. Site Staff

Notwithstanding the nominations of the site staff made by you, they shall be subject to the approval of the Architect.

In the event that any of your nominees is not approved by the Architect, you agree that he/she will be replaced by other suitable person acceptable to the Architect.

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9. Servicing and Maintenance After Maintenance Period

9.1 On behalf of the Employer, we accept your quotations for full comprehensive servicing and maintenance for a period of three(3) years commencing immediately after the expiry of the Maintenance Period for the following monthly lump sum prices in Singapore Dollars which will be paid to you monthly for works completed:-

$14,940.00 per month for the 1st year
$16,450.00 per month for the 2nd year
$18,100.00 per month for the 3rd year

9.2 The servicing and maintenance shall be carried out in accordance with Section '9' of the specification, including replacement of any plant, equipment, machinery or part thereof of the entire Air-Conditioning & Mechanical Ventilation Installation.

9.3 The Employer reserves the right to terminate the Servicing and Maintenance contract any time during the 3 year period provided a 1-month prior notice in writing is given to you. In the event of the termination of the Servicing and Maintenance Contract, you will be paid in accordance with the rates as given in 9.1 above up to the last day of your contract, i.e. 1 month after issue of notice of termination.

10. Employment of Foreign Workers Act 1991/Immigration Act 1985

You are to submit the written undertaking on the employment of foreign workers/illegal workers as required under the terms of the Sub-Contract.

11. Applicable Law

The Sub-Contract shall be governed by and constructed with the Laws of the Republic of Singapore.

12. Binding Sub-Contract Agreement

12.1 Until the formal Sub-Contract Documents are prepared and executed this letter together with your tender and the above-mentioned correspondence shall constitute a binding Sub-Contract Agreement between you and the Main Contractor.

12.2 In the event of any inconsistency between the terms and conditions of this letter and those of the Tender Documents including Specification and Drawings preceding this letter, the terms and conditions of this letter shall prevail.

Kindly acknowledge receipt of this Letter of Award and your acceptance of the contents by signing the duplicate copy of this letter and returning the same to our office immediately.

Yours faithfully
KIM SENG HENG ENGINEERING CONSTRUCTION (PTE) LTD

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cc Euro-Asia Realty Pte Ltd - Mr Richard Tham
cc DCA Architects Pte Ltd - Mr Vincent Koo
cc P K & Associates Pte Ltd - Mr Victor Chan
cc Alpha Engineering Consultant - Mr Andrew Loh

MICOOL ENGINEERING PTE LTD

We accept the above terms and conditions and agree that this letter shall form part of the Sub-Contract.

Authorised Signature : _____

Name : _____

Designation : _____

Date : _____

APPENDIX 'A'
AIR-CONDITIONING & MECHANICAL VENTILATION INSTALLATION
SUB-CONTRACT DRAWINGS

Item	Description	Drawing No.	Date
1.	Site Plan, Location Plan, Notes & Legend	1140-A/1	25/2/2000
2.	Basement Plan	1140-A/2	25/2/2000
3.	1st Storey Plan	1140-A/3	25/2/2000
4.	2nd & 3rd Storey Plan	1140-A/4	25/2/2000
5.	4th to 27th Storey Plan	1140-A/5	25/2/2000
6.	28th Storey Plan	1140-A/6	25/2/2000
7.	29th Storey Plan	1140-A/7	25/2/2000
8.	30th Storey Plan	1140-A/8	25/2/2000
9.	Lift Motor Room & Roof Plan	1140-A/9	25/2/2000
10.	Guard House Plan, Clubhouse Plan, Details & Air Side Schematic	1140-A/10	25/2/2000
11.	Section A-A	1140-A/11	25/2/2000