Our Ref: 1164-CF/8200

19 September 2000

**CONFIDENTIAL**

ADDP Architects
61-A Tanjong Pagar Road
Singapore 088482

**Attention: M/s Wong Toon Jin/Ng Kok Liang**

Dear Sirs

**PROPOSED FREESIA WOOD AT SUNSET WAY**
**LIFT INSTALLATION**
**FINAL DRAFT LETTER OF AWARD**

Further to our letter dated 18 September 2000, we enclose a copy of the final draft Letter of Award for the Lift Installation for your necessary action.

Yours faithfully
ALPHA ENGINEERING CONSULTANT

RICHARD TEO

cc Keppel Land Realty Pte Ltd - Mr Gasper Wong }
cc Davis Langdon & Seah (S) Pte Ltd – Mr Eric Chan } w/enc
cc DE Consultants (S) Pte Ltd - Mr Wong Nam Sin }

enc

LKS/kt

**DRAFT LETTER OF AWARD**

Our Ref:

Date:

Kone Pte Ltd
19 Lorong 8 Toa Payoh
#05-00 Vicplas Building
Singapore 319255

Dear Sirs

**PROPOSED FREESIA WOODS AT SUNSET WAY**
**LIFT INSTALLATION**
**LETTER OF AWARD**

Our behalf of the Employer, M/s Keppel Land Realty Pte Ltd, we are pleased to accept your tender for the design, fabrication, supply, installation and maintenance of the Lift Installation (the "Sub-Contract Works") for the above-mentioned development.

## 1.0 NOVATION ARRANGEMENT

You shall be a Designated Sub-Contractor and shall enter into a Formal Sub-Contract with the Main Contractor (to be appointed by the Employer in due course) under the SIA Conditions of Sub-Contract, Second Edition, August 1999. In addition to these Conditions you shall comply fully with all terms and conditions as set out in the SIA Articles and Conditions of Building Contract, Sixth Edition, August 1999, in particular, Clauses 28 and 29 which relate specifically to Nominated Sub-Contracts.

Upon notification by the Architect, you shall be required to enter into a Novation Agreement with the appointed Main Contractor and the Employer, releasing and discharging the Employer from all its obligations and liabilities in accordance with the Specimen contained in the said tender.

## 2.0 SUB-CONTRACT SUM

The Sub-Contract Sum (excluding Goods and Services Tax) shall be in the amount of SINGAPORE DOLLARS One Million Five Hundred and Thirty Thousand only (**S$1,530,000.00**) as detailed hereunder, for the carrying out of the Sub-Contract Works:

| | S$ |
|---|---|
| Original Tender Sum (submitted on 23 June 2000) | 1,820,000.00 |
| Revised Tender Sum (submitted on 4 July 2000) | 1,664,000.00 |
| LESS Unconditional Discount (submitted on 21 July 2000) | (60,000.00) |
| LESS Further Price Reduction (submitted on 28 August 2000) | (64,000.00) |
| LESS Final Price Reduction (submitted on 1 September 2000) | (10,000.00) |
| **SUB-CONTRACT SUM** | **1,530,000.00** |

No adjustment shall be allowed in respect of the Sub-Contract Sum for any fluctuations in the cost of labour, materials, equipment and services, that may occur during the Sub-Contract Period or during any extended time granted under the terms and conditions of Sub-Contract.

The Sub-Contract Sum including all rates and prices contained in all Schedule of Prices and Schedule of Rates shall exclude all Goods and Services Tax ("GST") payable under the provisions of the Goods and Services Tax Act (Cap 117A). You shall be entitled to be reimbursed by the Employer for any GST charged on the goods, services or works provided.

The Sub-Contract Sum shall, however, include all costs and expenses relating to GST payable by you on the purchase of goods and services necessary for the execution, completion and maintenance of the Sub-Contract Works. Such costs and expenses shall extend to, but not be limited to all administrative cost, penalty charges, interest cost, financial charges and any loss of Input Tax and the like relating to GST.

**3.0 CORRESPONDENCES AND QUALIFICATIONS**

Except as quoted in item 2.0 above, all correspondences entered into with the Employer in the course of your various tender submissions are specifically excluded from the Sub-Contract. Similarly, all oral representations or statements made during interviews, clarifications and discussions in the course of your tender submissions are expressly excluded from and do not form part of the Sub-Contract.

You have withdrawn all qualifications made in the course of your various tender submissions and your final tender offer is based upon the tender documents modified only by the contents of this letter which shall form part of the Sub-Contract.

**4.0 SUB-CONTRACT DOCUMENTS**

The following folio of documents/correspondences/items listed hereunder shall form part of the Sub-Contract Documents:

4.1 Tender Documents

a) The complete Tender Documents and Drawings submitted on 23 June 2000 (ref: L2025-VO\TENDR\AW\EN).

4.2 Contractual Correspondences

a) Alpha Engineering Consultant letter of invitation dated 6 June 2000 (ref: 1164-CF/4492);

b) This Letter of Acceptance dated _____ September 2000.

4.3 Conditions of Sub-Contract

a) The SIA Conditions of Sub-Contract, Second Edition, 1999.

**4.0 NOMINATED SUB-CONTRACT DOCUMENTS (CONT'D)**

4.4 Technical Matters and Other Items

a) You confirm that all drawings, specifications, technical literature, brochures and catalogues submitted by you are strictly for general information only and shall have no contractual effect unless otherwise agreed by us or specifically set out in this Letter of Acceptance.

b) You confirm that all provisions made for lift hoistways, pit depth, overruns, machine room, etc. as shown in the specification drawings are adequate and suitable to accommodate the equipment offered by you. You further confirm that the lift machine room beside the lift hoistway at Basement can be reduced to 1300mm (W) x 2050mm (D).

c) You confirm that the electrical provisions made as shown in the specifications and drawings are adequate for the lifts offered by you. Any subsequent upgrading of the said electrical provisions including devices required to assist in the starting up and/or operation of your equipment shall be to your account.

d) The Maintenance Period is fifteen (15) months from issuance of completion certificate by the Architect.

e) You have withdrawn your "Condition of Sale" and shall comply with the specification requirements.

f) You have withdrawn your qualifications on Delivery & Installation, Workmanship, Materials and Equipment, Duties & Taxes, Retention Money, Cost for Off-site Storage and Double Handling.

g) You confirm that the Performance Bond and Banker Guarantee shall be in compliance with the specimens in the tender documents.

h) The liquidated damages shall be S$10,000.00 per day as specified subject to a minimum time frame of 66 weeks to be accorded to you.

i) You are unable to withdraw the "General Provision By Others" submitted in your offer.

j) A non-refundable downpayment of 15% of the sub-contract sum to be payable upon acceptance of the Sub-Contract. The balance will be by progress payments as per the SIA terms of payments set out in the specifications.

k) You have withdrawn your qualification that the alteration to structural provisions of cutting, fixings, drilling, chasing and making good shall not be your responsibility. You will submit shop drawings for all necessary penetrations required for the lift system in accordance with the Main Contractor's (to be appointed) works schedule.

l) Door safety devices shall be of multi-ray curtain of lights.

m) Alarm button will be provided at the car operating panel. Cancel button will not be provided.

n) Potential-free contacts will be provided for interfacing works of the lift card access readers. Normal standard PSB approved type wiring between the lift machine room and the lift car within the hoistway is also included in your offer. All other necessary accessories & equipment required for the lift card access readers shall be by others.

o) All necessary wiring for the lift supervisory and repeater panel, intercom system at the management office and guard house will be provided. However, all external conduits, underground piping or trenches shall be provided by others.

p) You will take delivery and install the car flooring tiles. The floor tiles will be supplied and cut to sizes by others.

q) The 2 nos. car operating panels will be located at the 2 side walls of the lift car.

r) The car operating panels hall buttons and hall indicators will be KONE standard type.

s) You confirm that the lift finishes are in accordance with the specifications and tender drawings unless otherwise agreed by us or where specifically set out in this Letter of acceptance.

t) The lift finishes are as follows:

| | | |
|---|---|---|
| Landing door finish | - | Hairline stainless steel with etching pattern (M/S 187) to 14 Nos. @ 1st Storey and 13 Nos. @ Basement<br><br>Spray painted finish with pattern prints for the private lobby all landing doors. |
| Landing door frame | - | Full width architrave in hairline stainless steel finish for all storeys. |
| Car door finish | - | Hairline stainless steel finish. |
| Car front wall | - | Hairline stainless steel finish. |
| Car side & rear walls, Car ceiling & handrails | - | As per tender drawing no. LC-1A. |

**5.0 PROGRAMME OF WORK**

The programme for your Sub-Contract Works shall be in accordance with the time schedule as set out in the Main Contractor's (to be appointed) work programme.

In collaboration with the Main Contractor, you shall prepare within one (1) week of receipt of the Main Contractor's Direction to do so, a detailed programme showing the Lift Installation works in relation to the Main Building Construction Programme. The accepted programme shall be used to monitor your progress of work on Site.

**6.0 PERFORMANCE BOND**

You are required to submit a Banker's Guarantee amounting to ten (10) percent of the Sub-Contract sum in an approved format as Performance Bond within 14 days hereof. The Banker's Guarantee is to be issued by a licensed bank having a place of business in Singapore and drawn in the Employer's favour. Upon the execution of the Novation Agreement you would need to arrange for similar transfer of such Guarantee to the Main Contractor.

**7.0 INSURANCE**

You are to note that the Main Contractor will be arranging for the Contractors' All Risks Insurance and Workmen's Compensation Insurance for this project.

You are advised to review these policies and to take up any additional insurances which you may deem necessary to cover for any risk and liabilities which have either been excluded from or inadequately covered by the said policies. You shall also be responsible for paying any excesses attributable to you under the aforementioned policies.

**8.0 COMPLIANCE WITH SPECIFICATIONS & DRAWINGS**

You confirm that your works will be carried out in full conformity with the Sub-contract Documents and that all terms, conditions, qualifications and technical deviations previously submitted by you have been withdrawn, except where specifically set out in this Letter of Acceptance.

Notwithstanding any information and technical particulars submitted during tender stage, all materials, equipment and installations shall comply, in quality and performance, with the Sub-Contract Specification and Drawings unless otherwise agreed by us. All materials, equipment and installations offered shall be acceptable to the relevant Authorities concerned.

**9.0 SITE STAFF**

Notwithstanding the nominations of your 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.

**10.0 SERVICING AND MAINTENANCE AFTER MAINTENANCE PERIOD**

10.1 On behalf of the Employer, we accept your quotations for full comprehensive servicing and maintenance for a period of five (5) 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:

$4,921.00 per month for the 1st year
$5,217.00 per month for the 2nd year
$5,530.00 per month for the 3rd year
$6,341.00 per month for the 4th year
$6,785.00 per month for the 5th year

10.2 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 Lift Installation.

10.3 The Employer reserves the right to terminate the Servicing and Maintenance contract any time during the 5-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 paragraph 10.1 above up to the last day of your contract, i.e. 1 months after issue of notice of termination.

**11.0 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.

**12.0 APPLICABLE LAW**

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

Six (6) copies of this letter are enclosed herewith. Please acknowledge receipt of this Letter and your acceptance of the terms and conditions therein by returning the original and four (4) copies duly signed and witnessed where indicated and retain the other copy for your own records. This Letter of Award together with the Documents listed as Sub-Contract Documents shall constitute a legal and binding contract between us.

Yours faithfully
(Architect)

_____

cc Employer & All Consultants

**ACKNOWLEDGEMENT**

I/We, the undersigned, hereby acknowledge receipt of the Letter of Award Ref. _____ dated _____ and confirm acceptance of the terms and conditions of the said letter.

| DESIGNATED SUB-CONTRACTOR | WITNESS TO DESIGNATED SUB-CONTRACTOR |
|---|---|
| _____ | _____ |
| AUTHORISED SIGNATURE | SIGNATURE |
| _____ | _____ |
| NAME OF AUTHORISED SIGNATORY | NAME OF WITNESS |
| _____ | _____ |
| DESIGNATION | I C / PASSPORT NO. |
| ADDRESS : | ADDRESS : |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| DATE : | DATE : |

COMPANY STAMP :

_____