



**HSIN CHONG - WAH CHEONG  
JOINT VENTURE**

27<sup>th</sup> September 2013

Our Ref.: WCC/13-013/L001

Thomas Chow Architects Limited  
Rm 1311, Eastern Harbour Centre,  
28 Hoi Chak Street,  
Quarry Bay,  
Hong Kong

Attn.: Mr. Thomas T. N. Chow

(Tel.: 2527 8108, Fax: 2527 8813)

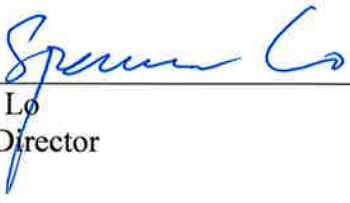
Dear Sir,

**Re: Letter of Award of Main Contract  
Proposed Fook Woo Group Factory at  
Sub-Section 3 of Section S of Tseung Kwan O Town Lot No.39 and Extensions Thereto**

Thank you for your letter ref. T11644-317 dated 27<sup>th</sup> September 2013 regarding to captioned, we would like to return herewith our signed duplicate copy of Letter of Award for your record.

Thank you for your kind attention.

Yours faithfully,  
For and on behalf of  
Hsin Chong – Wah Cheong Joint Venture (02)

  
\_\_\_\_\_  
Spencer Lo  
Project Director

Encl. – one duplicate copy

c.c. Fook Woo	-	Mr. S. C. Lau / Ms. Yammie Cheng	(Fax: 2796 7158) w/e
K C Tang	-	Mr. Charles Lo	(Fax: 2865 4751) w/e
GWAL	-	Mr. Kevin Tang / Mr. Benson Fung	(Fax: 2571 3105) w/e
LCEL	-	Mr. W. Y. Yan	(Fax: 2571 9662) w/e

SL/tl

新昌－華昌聯營

香港筲箕灣興民街68號海天廣場18樓1806-1807室  
電話: +852 2527 0148  
傳真: +852 2866 1835

**HSIN CHONG - WAH CHEONG JOINT VENTURE**

Unit 1806-1807, 18/F, Marina House, 68 Hing Man Street  
Shau Kei Wan, Hong Kong  
Tel: +852 2527 0148 Fax: +852 2866 1835

**DUPLICATE**

**By Post & By Fax (Fax 2866-1835)**

Our Ref : T11644-317

27 September 2013

Hsin Chong - Wah Cheong Joint Venture (02)  
Unit 1806-1807, 18/F,  
Marina House,  
68 Hing Man Street,  
Shau Kei Wan, Hong Kong

Attn: Mr. Spencer Lo Yu Hung / Ir. Terence Leung Siu Cheong

Dear Sirs,

***Letter of Award of Main Contract***

**Proposed Fook Woo Group Factory at**

**Sub-Section 3 of Section S of Tseung Kwan O Town Lot No. 39 and Extensions Thereto**

On behalf of our Client, Fook Woo Promotion Ltd. ( "the Employer" ), we as the Architect are pleased to inform you that you are accepted as the Contractor for the Main Contract for the construction of the proposed Industrial Development at Sub-Section 3 of Section S of TKOTL No. 39 and Extension (hereinafter called "the Works") based on the following terms and conditions:

**1. Contract Sum**

- 1.1 The Contract Sum for the completion of the whole of the Works in accordance with the Contract Documents defined below shall be a lump sum fixed price of Hong Kong Dollars Two Hundred and Ninety Five Million and Eight Hundred Thousand Only (**HK\$295,800,000.00**), (including a provisional sum of HK\$15,000,000.00 for contingencies) with no adjustment for cost fluctuations and subject only to the adjustments authorized under the Contract. The Contract Sum is built up as follows. :-

	Descriptions	HK\$
(a)	Original Tender Sum submitted on 8th August, 2013	296,000,000.00
(b)	Lump sum discount in reply to Tender Questionnaire No. 2	(200,000.00)
	<b>Contract Sum</b>	<b>295,800,000.00</b>

- 1.2 The costs of any items in the Schedule of Rates for plumbing and drainage works not specifically priced shall be deemed to have been included in the Contract Sum if the items are actually required in accordance with the Tender Drawings and Tender Booklet.
- 1.3 The lump sum discount of HK\$200,000.00 in your best price offer will be treated as a lump sum without adjusting the unit rates.

香港鰂魚涌海澤街28號東港中心1311室 Tel 電話:2527-8108 Fax 傳真:2527-8813 E-mail 電郵: info@thomaschow.com.hk

Rm 1311, Eastern Harbour Centre, 28 Hoi Chak Street, Quarry Bay, Hong Kong

**周德年建築設計有限公司**



**2. Contract Period**

- 2.1 You shall take over the Site on the date ("Date of Possession") as notified by us by seven days' advance written notice.
- 2.2 You shall complete the Works comprised in this Contract (including obtaining the Occupation Permit issued by the Building Authority for the whole industrial development at the Site ("Project Works")) within 270 calendar days (including Sundays, holidays and days of inclement weather) from the Date of Possession of the Site or within such extended time as may be authorised under the Conditions of Contract.
- 2.3 You shall commence the Works immediately and proceed with the necessary design and submission.

**3. Liquidated and Ascertained Damages**

The rate of Liquidated and Ascertained Damages for delay to the completion of the Works is \$100,000.00 per calendar day.

**4. Registered General Building Contractor**

Wah Cheong Construction Co., Ltd. shall be the Registered General Building Contractor for the Project Works, as confirmed in your letter ref. HCWCJV/13/004 dated 28th August 2013.

**5. Undertaking to the Employer**

Wah Cheong Construction Co., Ltd. shall undertake all responsibilities to ensure the Project Works will be carried out and completed in accordance with the Contract requirements in case of any dispute or financial problem between the Joint Venture Participants or under any circumstances, as confirmed in your letter ref. HCWCJV/13/004 dated 28th August 2013 and Wah Cheong's letter ref. WCC/13-L0028 dated 28th August 2013.

**6. Your Registered Business Name**

Your registered business name is Hsin Chong – Wah Cheong Joint Venture (02). All previous correspondences from Hsin Chong – Wah Cheong Joint Venture for the Main Contract Tender are valid and effectual under the name of Hsin Chong – Wah Cheong Joint Venture (02).



**7. Contract Documents**

7.1 The Contract Documents shall consist of:

- (a) The set of Tender Documents comprising the Tender Booklet (with Conditions of Tendering, Form of Tender, Special Conditions of Contract, Specification, Schedule of Rates for Plumbing and Drainage, Preambles to Bills of Quantities, Bills of Quantities and Schedule of Drawings) and Tender Drawings issued to you for tendering on 5th July, 2013 and incorporating changes made under Tender Addendum No. 1 dated 29th July 2013, completed and submitted by you with your Original Tender;
- (b) Your Original Tender submitted on 8th August, 2013;
- (c) Tender Questionnaire No. 1 dated 9th August, 2013 issued by the Quantity Surveyor;
- (d) Your letter ref. HCWCJV/13/001 dated 12th August, 2013 replying to Tender Questionnaire No. 1;
- (e) Tender Questionnaire No. 2 dated 13th August, 2013 issued by the Quantity Surveyor;
- (f) Tender Questionnaire No. 3 dated 13th August, 2013 issued by the Quantity Surveyor;
- (g) Your letter ref. HCWCJV/13/002 dated 16th August, 2013 replying to Tender Questionnaire No. 2;
- (h) Your letter ref. HCWCJV/13/003 dated 16th August, 2013 replying to Tender Questionnaire No. 3;
- (i) Letter ref. T11644-315 dated 23rd August, 2013 requesting for clarification of joint venture arrangement issued by the Architect;
- (j) Tender Questionnaire No. 4 dated 27th August, 2013 issued by the Quantity Surveyor;
- (k) Your letter ref. HCWCJV/13/005 dated 28th August 2013 replying to Tender Questionnaire No. 4;
- (l) Your letter ref. HCWCJV/13/004 dated 28th August 2013, and letter from Wah Cheong Construction Co. Ltd. ref. WCC/13-L0028 dated 28th August 2013 submitting your clarification of joint venture arrangement;
- (m) Your letter ref. HCWCJV/13/006 dated 2nd September 2013 submitting your clarification of your registered business name;
- (n) This Letter of Award; and
- (o) The Articles of Agreement and Conditions of Contract to be signed between you and the Employer.

7.2 In case of any contradiction between the terms of the various parts of the Contract Documents, those formulated on a later date shall prevail. Any document not listed above shall not form part of the Contract, and shall not be construed to affect the meaning and interpretation of the Contract Documents, unless otherwise confirmed in writing by both parties as supplements to the Contract.



Please signify your acceptance of this letter by signing in the space provided below, faxing the signed duplicate copy of this letter to us and returning the signed duplicate copy to us afterwards.

Until the signing of the formal contract, this letter together with your acceptance shall constitute a binding contract between you and the Employer.

You are required to submit the following for our formal approval (notwithstanding that some of them may have been submitted before):


- (a) Surety Bond (to be submitted within 28 days from the date hereof);
- (b) Employees' Compensation Insurance Policy (which is a condition precedent to commencement of actual work on site);
- (c) Contractors' All Risks and Third Party Liability Insurance Policy (which is a condition precedent to commencement of actual work on site);
- (d) Contractor's design drawings for the Works;
- (e) Method statement of the Works;
- (f) Programme of the Works;
- (g) Site layout plan; and
- (h) Organisation chart with the names and qualification of key management and site personnel for the Works.

Yours faithfully,

Accepted for and on behalf of  
Hsin Chong - Wah Cheong Joint Venture (02)




Thomas T. N. Chow  
for  
Thomas Chow Architects Ltd.



Authorized signature

Terence Leung

Name

L27



Spencer Lo

27 SEP 2013

Date

TC/rl/PM/JL

cc Fook Woo : Mr. S. C. Lau / Ms. Yammie Cheng ) by fax  
 K C Tang : Mr. Charles Lo )  
 GWAL : Mr. Kevin Tang / Benson Fung )  
 LCEL : Mr. WY Yan )  
 Office Copy