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深圳市建设工程施工招标投标文件

标段名称： 河套深港科技创新合作区西面跨河连接桥（深圳段）建设工程和（香港段）建设工程施工

投标文件内容： 资信标文件

投标人： 上海隧道工程有限公司、上海隧道工程股份有限公司

日期： 2026年05月28日

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资信标要求一览表（如有）

序号	资信要素名称	有关要求或说明
1	投标人基本情况	提供企业营业执照（香港承建商提供商业登记证书），联合体协议书（如有）等资料扫描件。
2	投标人信用评价（内地）	投标人近两年的交通建设工程从业企业信用评价情况。 注:（1）广东省交通运输厅的信用评价情况以广东省交通运输厅官网公布的公路工程从业单位中的“土建工程施工单位”信用评价结果为准，深圳市交通运输主管部门的信用评价以深圳市交通运输局(深圳市港务管理局)官网公布的“施工企业”信用评价结果为准。 （2）以招标截标之日（含当天）前上述两个主管部门各自印发的信用评价文件为准，投标人无需提供证明材料。 （3）联合体投标的，以具有“市政公用工程施工总承包一级及以上资质”成员的信用评价结果为准。
3	投标人表现评价（香港）	投标人在香港发展局的承建商表现评价情况。本项评价以香港发展局的“承建商管理资讯系统”及其他相关系统中提取折算。注：（1）承建商表现评价将从香港发展局的“承建商管理资讯系统”及其他相关系统中提取，以截标当日的最新结果为准，投标人无需提供证明材料，由招标人统一查询核实。（2）联合体投标的，以具有“香港认可公共工程承建商名册中道路及渠务丙组”承建商的评价为准。（3）投标者应注意发展局工务技术通告第 4/2014 号附录 C1 内的第(2)节—“投标者的过往表现”，其中载列了相关的评分准则。
4	投标人同类工程施工业绩（内地）	投标人自 2021 年 1 月 1 日至本项目截标之日（以交（竣）工验收证明材料中载明的最晚时间为准），在全国范围内（不含港澳台地区）完工的道路（城市道路或公路，至少包含一座新建特大桥梁）施工承包业绩情况。 注：（1）新建特大桥梁是指新建的单孔跨径大于 150m 或多孔跨径总长大于 1000m 的城市道路桥梁（或公路桥梁），不包括铁路、地铁、轨道交通、桥梁修缮、人行天桥等桥梁工程，亦不包括分包工程。 （2）业绩以合同为单位，一个合同为一项业绩。投标人

		最多提供 2 个合同，超过 2 个合同的，仅统计业绩表格前 2 个合同情况。 （3）同时提供以下资料：①施工合同关键页扫描件，②交（竣）工验收证明扫描件。如上述资料未能反映业绩要求的，还应提供正式的施工（或竣工）图纸关键页扫描件。 （4）若投标人提供的业绩是以联合体方式承接的，其应在联合体中承担新建桥梁工程施工任务，并提供联合体分工证明资料（如联合体协议书）。若施工合同、交（竣）工验收证明材料上投标人的名称不一致，必须提供市场监督主管部门出具的名称变更证明材料，否则不认可该业绩。 （5）联合体投标的，以具有“市政公用工程施工总承包一级及以上资质”成员的业绩为准。
5	投标人同类工程施工业绩（香港）	投标者在截标日期前的过去 5 年内，须在香港境内或境外（不含内地）完成至少一项涉及道路及渠务工程的建筑合约，且其合约总额不少于 5000 万港元。 注：（1）联合体投标的，以具有“香港认可公共工程承建商名册中道路及渠务丙组”承建商的业绩为准。 （2）投标人提供以下资料：对于在香港境内完成的非政府合约及在香港境外（不含内地）完成的合约，必须就填报的所有资料提供业主、工程师或项目经理的证明文件，并须提交合约协议条款、中标通知书（或同等文件）、显示合约总额的相关造价文件、竣工证明书，以及显示工程范围/性质的相关文件。 对于在香港境内完成的政府合约，须就填报的所有资料提交合约协议条款、中标通知书（或同等文件）、显示合约总额的相关造价文件、竣工证明书及显示工程范围/性质的相关文件。 若提交的建筑合约是由投标者以联合体方身份完成，投标者还须提交证明文件，说明各参与者按工程价值计算的占有百分比。
6	投标人工程施工获奖业绩	投标人自 2021 年 1 月 1 日至本项目截标之日（以证书颁发时间为准），承担的的道路（城市道路或公路，至少包含一座新建特大桥梁）施工业绩获得国家级工程奖项情况。 注：（1）国家级工程奖项：中国施工企业管理协会颁发的“国家优质工程金奖、国家优质工程奖”、或中国建筑业协会评选的“中国建设工程鲁班奖”、或中国市政工程协会评选的“全国市政金杯示范工程奖”（或“市政工程最高质量水平

		评价证书”）、或中国公路建设行业协会评选的“公路交通优质工程奖一等奖”（或2022年3月8日起颁发的“公路交通优质工程奖”）、或中国土木工程学会评选的“詹天佑土木工程奖”。（2）提供一项获奖资料即可。获奖资料：获奖证书扫描件（原件备查）；若获奖证书未颁发，则须提供奖项颁发机构网站上能显示投标单位获奖的关键信息截图（须显示项目名称、公示时间、获奖单位等），获奖时间以公示时间为准。若获奖证书未明确获奖单位或项目名称的，还须提供获奖项目施工合同或业主证明等其他证明材料扫描件，以上材料原件备查。（3）新建特大桥梁是指新建的单孔跨径大于150m或多孔跨径总长大于1000m的城市道路桥梁（或公路桥梁），不包括铁路、地铁、轨道交通、桥梁修缮、人行天桥等桥梁工程，亦不包括分包工程。（4）联合体投标的，以具有“市政公用工程施工总承包一级及以上资质”的成员获奖为准。
7	拟派项目经理、项目副经理、技术负责人情况	拟派项目经理、项目副经理、技术负责人应要求：（1）项目经理（1名） 项目经理：具备一级注册建造师执业资格（注册专业：市政公用工程）；具有高级工程师及以上职称；20年及以上工程施工管理经验；担任过道路（城市道路或公路，至少包含一座新建特大桥梁）施工主要管理职务（主要管理职务指项目经理、副经理、技术负责人（总工）），且任职该岗位时间≥1年。（2）项目副经理（2名） 2.1、项目副经理（深圳段）：具有高级工程师及以上职称【或具有一级注册建造师资格（注册专业：市政公用工程）】；15年及以上工程施工管理经验；且有道路（城市道路或公路，至少包含一座新建特大桥梁）施工管理团队任职经验。 2.2、项目副经理（香港段）：必须是香港工程师学会（土木工程界别）的法定会员，或获港方接纳的其他认可专业团体成员；必须拥有不少于15年的取得专业资格后工程施工管理经验，其中至少8年相关经验须担任总承建商的地盘总管或项目副经理。（3）技术负责人（1名） 技术负责人：具有高级工程师及以上职称【或具有一级注册建造师资格（注册专业：市政公用工程）】；10年及以上工程施工管理经验；且有道路（城市道路或公路，至少包含一座新建

		特大桥梁）施工管理团队任职经验。 注：（1）工程施工管理经验时间证明材料可以是投标人自行出具的证明文件或证明表格。 （2）提供人员职称、注册证书及社保证明扫描件[社保证明是指投标人为其连续缴纳的近 3 个月（截标当月前 6 个月的任意连续 3 个月）社保缴费单]。 （3）主要管理职务任职证明材料可提供合同关键页、项目委任证明、签证、交（竣）工验收证明材料、建设单位证明等能符合评审最低要求的即可。 （4）若上述证明材料无法反映人员任职岗位的，可提供相关主管部门官网截图【如全国建筑市场监管公共服务平台(https://jzsc.mohurd.gov.cn/home)业绩截图，或全国公路建设市场信用信息管理系统(https://glxy.mot.gov.cn/）业绩截图】（如提供的业绩为本项目招标人作为合同“甲方”的，则无需提供该截图）】。（5）对于项目副经理（香港段），注(1)、(2)、(3) 及 (4) 项均不适用。取而代之，投标者须提交所拟派人员的履历及其专业资格证明文件。 （6）联合体投标的，项目副经理（香港段）由具有“香港认可公共工程承建商名册中道路及渠务丙组”承建商拟派； 项目经理、项目副经理（深圳段）、技术负责人由具有“市政公用工程施工总承包一级及以上资质”的成员拟派。
8	拟派其他项目成员（不含项目经理、项目副经理、技术负责人）情况	除项目经理、项目副经理、技术负责人外，还需配置≥19 人项目团队：1.主要管理人员（≥5 人）： （1）安全负责人≥1 人（具有安全生产考核合格证和注册安全工程师证书（建筑施工），并具有中级工程师或以上职称） (2)安全主任（香港段）≥ 1 人(学术资格： 持有工程、建筑相关或职业安全与健康学科的学位或同等学历。 经验要求： 根据香港《工厂及工业经营（安全主任及安全督导员）规例》注册为安全主任后，具备至少五年管理层级的建筑地盘安全经验。 专业资格：根据香港《工厂及工业经营（安全管理）规例》注册的安全审核员。 替代资历：若相关人员未能达到上述学术资格要求，则须在根据香港《工厂及工业经营（安全主任及安全督导员）规例》注册为安全主任后，具备至少十年管理层级的建筑工地安全经验)； （3）质量负责人≥1 人（具有路桥类相关专业高级工程师或以上职称）； （4）安保负责

		人（香港段）≥1 人（具备香港有关政府部门颁发的香港保安人员许可证(Hong Kong Security Personnel Permit)）； （5）协调专员≥1 人； 2.其他专业工程师（≥14 人）：（1）安全工程师≥1 人（具有安全生产考核合格证）； （2）质量工程师≥1 人（具有路桥类相关专业中级工程师或以上职称）； （3）造价工程师≥1 人(具有一级注册造价工程师证书）； （4）技术专业工程师≥7 人（具有相关岗位证书或职称）：路桥工程师≥2 人、给排水工程师≥1 人、机电工程师≥1 人、质量工程师≥1 人、测量工程师≥1 人、绿化景观工程师≥1 人； （5）其他岗位人员≥4 名（具有相关岗位证书）：材料员≥1 名、资料员≥1 名、劳资专管员≥1 名和工地领班（香港段）(具备至少 3 年桥梁建筑工程经验，必须全程驻守工地)≥ 1 名。 注：（1）投标时，投标人只需提供拟派人员名单的承诺函及名单表（承诺中标后按照投标承诺配置人员，承诺函及名单表格式参考招标文件），无需提供人员的资格证书、社保证明等证明资料。 （2）同一人员不得兼任本项目其他岗位。 （3）联合体投标的，安全主任（香港段）、安保负责人（香港段）和工地领班（香港段）由具有“香港认可公共工程承建商名册中道路及渠务丙组”承建商拟派；其他人员可由具有“市政公用工程施工总承包一级及以上资质”的成员拟派。
9	拟投入钢结构加工厂情况	投标人拟投入本项目钢结构加工厂情况。 注：拟投入的桥梁钢结构加工厂情况：自行提供厂家基本情况、资质、承诺书（承诺该钢结构加工厂在中标后为本项目在 5 个月内完成不低于 6000 吨的钢结构加工(包含图纸深化，钢板备料、钢结构工厂制作和运输)，格式自拟）、桥梁钢结构加业绩（优先提供该钢结构加工厂具有钢结构特大桥梁加工业绩）等有关资料扫描件。如投标人自有或控股的，还应提供与投标人的股权证明（如市场管理部门网站网上截图等）；如为合作厂家，提供签订的本项目意向合作协议扫描件。

一、投标人基本情况

1、投标人基本情况

投标人名称：上海隧道工程有限公司、上海隧道工程股份有限公司

独立投标或联合体牵头方信息			
投标人企业名称	上海隧道工程有限公司	法定代表人姓名	裴烈烽
企业性质	国有企业	投标形式	☐独立投标 ☑联合体投标
联合体分工情况	项目整体统筹与协调管理工作，以及除香港承建方承建外的其他部分。		
联合体成员信息（若有）			
投标人企业名称	上海隧道工程股份有限公司	法定代表人姓名	葛以衡
企业性质	国有企业		
联合体分工情况	需由香港承建方承建的部分。		

注：按《资信标要求一览表》要求提供证明材料。

联合体牵头单位：上海隧道工程有限公司

营业执照

统一社会信用代码
91310104398689820Y
证照编号：04000000202304170036

营业执照

（副 本）

扫描市场主体身份码了解更多登记、备案、许可、监管信息，体验更多应用服务。

名　　称　上海隧道工程有限公司
类　　型　有限责任公司（非自然人投资或控股的法人独资）
法定代表人　裴烈烽
经营范围　市政公用建设工程施工，房屋建设工程施工，公路建设工程施工，铁路建设工程施工，港口与航道建设工程施工，水利水电建设工程施工，机电安装建设工程施工，地基与基础建设工程专业施工，建筑装修装饰建设工程专业施工，混凝土预制构件建设工程专业施工，消防设施建设工程专业施工，爆破与拆除建设工程专业施工，桥梁建设工程专业施工，隧道建设工程专业施工，公路交通建设工程专业施工，城市轨道交通建设工程专业施工，市政专业建设工程设计，建筑业专业领域内的技术开发、技术咨询、技术转让、技术服务，从事货物及技术的进出口业务，机械及机电设备的生产（限分支机构经营），销售、安装，自有设备租赁（除金融租赁），设计、制作各类广告，利用自有媒体发布广告（不得从事增值电信、金融业务）。【依法须经批准的项目，经相关部门批准后方可开展经营活动】

注册资本　人民币300000.0000万元整
成立日期　2014年07月18日
住　　所　上海市徐汇区宛平南路1099号5楼

登记机关　上海市徐汇区市场监督管理局

2023 年 04 月 17 日

国家企业信用信息公示系统网址：http://www.gsxt.gov.cn

市场主体应当于每年1月1日至6月30日通过国家企业信用信息公示系统报送公示年度报告。

国家市场监督管理总局监制

安全生产许可证

统一社会信用代码：91310104398689820Y

安全生产许可证

编号：（沪）JZ安许证字[2014]010019

企 业 名 称：上海隧道工程有限公司
法 定 代 表 人：裴烈烽
单 位 地 址：上海市徐汇区宛平南路1099号5楼
经 济 类 型：有限责任公司(非自然人投资或控股的法人独资)
许 可 范 围：建筑施工
有 效 期：2023年07月13日　至 2026年07月12日

发证机关：上海市住房和城乡建设管理委员会
发证日期：2023 年 7 月 13 日

中华人民共和国住房和城乡建设部 监制

使用有效期：2026年05月11日
- 2026年11月07日

建筑业企业资质证书

企 业 名 称： 上海隧道工程有限公司

详 细 地 址： 上海市徐汇区宛平南路1099号5楼

统一社会信用代码（或营业执照注册号）： 91310104398689820Y **经 济 性 质：** 有限责任公司（非自然人投资或控股的法人独资）

证 书 编 号： D131A07457

资质类别及等级：

市政公用工程施工总承包特级2028年12月22日；公路工程施工总承包壹级2028年12月22日；公路交通工程（公路机电工程）专业承包壹级2028年12月22日

发证机关：

2026 年 05 月 06 日

中华人民共和国住房和城乡建设部制

全国建筑市场监管公共服务平台查询网址：http://jzsc.mohurd.gov.cn

建筑业企业资质证书

企 业 名 称：上海隧道工程有限公司

详 细 地 址：上海市徐汇区宛平南路1099号5楼

统一社会信用代码（或营业执照注册号）：91310104398689820Y **经 济 性 质：**有限责任公司(非自然人投资或控股的法人独资)

证 书 编 号：D231A07454

资质类别及等级：

建筑工程施工总承包壹级2027年01月04日；机电工程施工总承包壹级2027年01月04日；地基基础工程专业承包壹级2027年01月04日；隧道工程专业承包壹级2027年01月04日；建筑装修装饰工程专业承包壹级2027年01月04日；建筑机电安装工程专业承包贰级2027年01月04日

发证机关：

2024 年 11 月 05 日

中华人民共和国住房和城乡建设部制

全国建筑市场监管公共服务平台查询网址：http://jzsc.mohurd.gov.cn

联合体成员：上海隧道工程股份有限公司

香港承建商（商业登记证书）

10987

繳款後，請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
Please cut along the dotted line after making payment and display the valid business/branch registration certificate at business address.

表格 2 FORM 2
[第 5 條] [regulation 5]
《商業登記條例》（第 310 章）
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
《商業登記規例》
BUSINESS REGISTRATION REGULATIONS
商業 XXXX登記證 Business XXXX Registration Certificate

正 本 *ORIGINAL*

XXXXXXXX
XXXXXXXX

業務 / 法團所用名稱 Name of Business/ Corporation: 上海隧道工程股份有限公司 SHANGHAI TUNNEL ENGINEERING CO. LTD.

業務 / 分行名稱 Business/ Branch Name: **********

地址 Address: 香港北角英皇道５１０號港運大廈 ２３０６－０８Ａ

業務性質 Nature of Business: ENGINEERING

法律地位 Status: 法人團體

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
17/11/2025	16/11/2026	21384881-000-11-25-0	$2,200 (登記費 FEE = $2,200) (徵費 LEVY = $ 0)

請注意下列《商業登記條例》的規定：

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業XXXX登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業/XXX登記證。(請參閱背頁繳款辦法所載內容。)

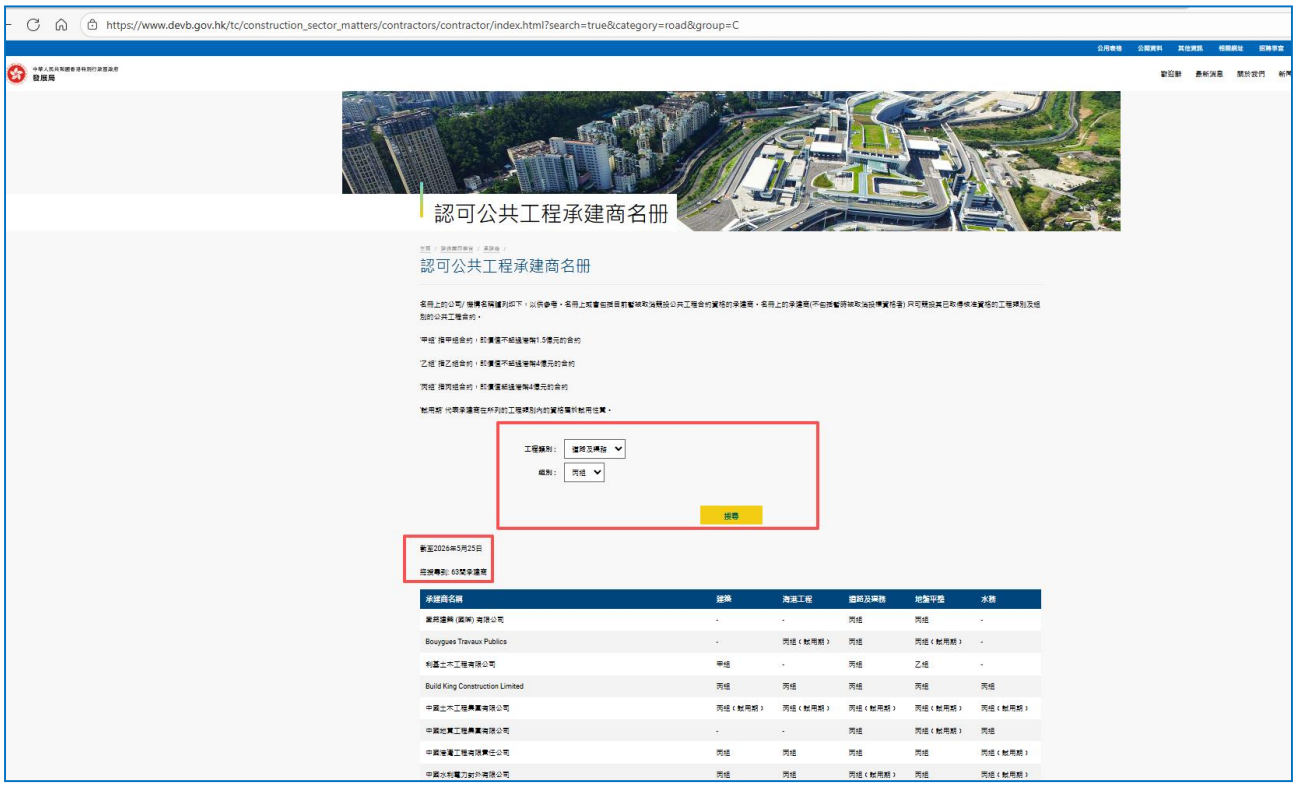
Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business XXXX registration certificate upon payment. (Please see payment instructions overleaf.)

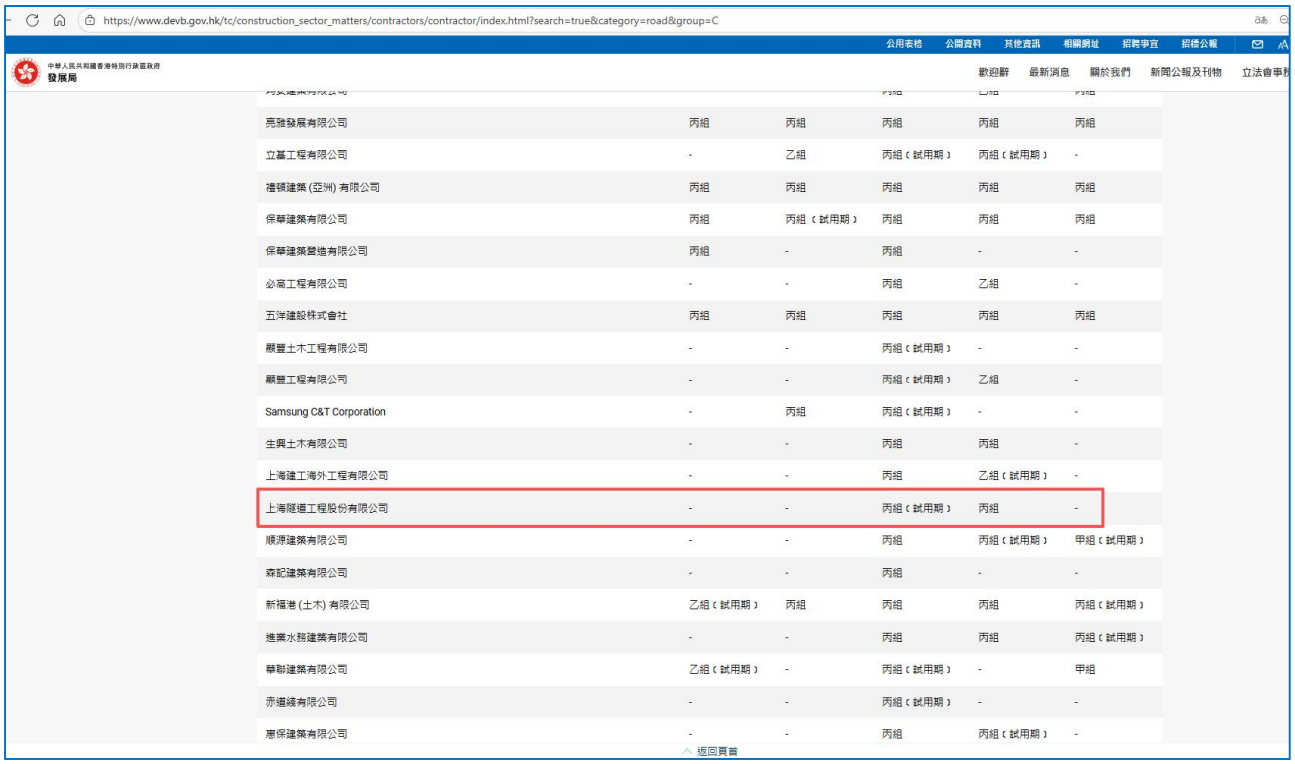
機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

20201 28/10/25 26KNG 000541 CHQ $2,200.00 S

公共工程承建商名册中“道路及渠务”丙组承建商网页截图

https://www.devb.gov.hk/tc/construction_sector_matters/contractors/contractor/index.html?search=true&category=road&group=C





政府總部
發展局
工務科
香港添馬添美道 2 號
政府總部西翼

Works Branch
Development Bureau
Government Secretariat
West Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong

本局網址 Our Website: http://www.devb.gov.hk
本局檔號 Our Ref.: (03JZA) *in* DEVB(PS) 102/285
來函檔號 Your Ref.:

電話 Tel No.: 3509 8369
傳真 Fax No.: 2521 9682
電郵 E-mail: psu@devb.gov.hk

香港北角
英皇道 510 號
港運大廈
2306-08A 室
上海隧道工程股份有限公司

執事先生：

香港特別行政區政府認可名冊證明

現證明上海隧道工程股份有限公司已列入發展局認可公共工程承建商名冊，詳情如下：

類別	組別
道路及渠務	丙組（試用期）
地盤平整	丙組

本局會根據最新資料適時更新認可公共工程承建商名冊，有關名冊的最新版本可參閱以下網址：

https://www.devb.gov.hk/tc/construction_sector_matters/contractors/index.html

發展局局長

（陳海華 代行）

副本送： 發展局局長（經辦人：總助理秘書長(工務)7）

二零二四年六月二十日

联合体协议书

联合体共同投标协议书

致 **深圳市交通公用设施建设中心** ：

上海隧道工程有限公司、上海隧道工程股份有限公司 自愿决定组成联合体共同参加 **河套深港科技创新合作区西面跨河连接桥（深圳段）建设工程和（香港段）建设工程施工** （项目名称）的投标，若中标，联合体各成员向招标人承担连带责任。我方授权委托本协议牵头单位，代表所有联合体成员参加投标、提交投标文件，以及与招标人签订合同，负责整个合同实施阶段的协调工作。

1、 上海隧道工程有限公司 为本工程投标联合体牵头单位。

2、联合体牵头单位合法代表联合体各成员单位：接收及提交投标相关资料、信息或指令，并处理与之相关事务；负责本工程投标文件编制；负责合同谈判、签订及实施阶段的主导、组织和协调等工作。

3、联合体严格按照招标文件要求，准时递交投标文件，切实履行合同，并对外承担连带责任。

4、联合体各成员单位内部职责分工如下：

1）联合体牵头单位 上海隧道工程有限公司 ，承担 项目整体统筹与协调管理工作，以及除香港承建方承建外的其他部分 工作；

2)联合体成员 1 上海隧道工程股份有限公司 ，承担 需由香港承建方承建的部分 工作。

5、本协议书自签署之日起生效，未中标或者中标后合同履行完毕后，自动失效。

6、本协议书一式 叁 份，联合体各方和招标人各执一份。

本投标协议同时作为法定代表人证明书和法人授权委托书。

投标牵头单位（盖公章）： 上海隧道工程有限公司

法定代表人（签字或盖章）：

授权委托人（签字或盖章）：

单位地址： 上海市徐汇区宛平南路 1099 号 5 楼 邮编： 200232

联系电话： 021-65869999 传真： 021-65419892

联合体成员 1（盖公章）： 上海隧道工程股份有限公司

法定代表人（签字或盖章）：

授权委托人（签字或盖章）：

单位地址： 香港北角英皇道 510 号港运大厦 2306-08A 邮编： 999077

联系电话： +852 63445046 传真： 852+21873682

签订日期： 2026 年 05 月 28 日

隧道股份

授 权 书
POWER OF ATTORNEY

敬启者：

To whom it may concern:

兹授权张振先生（香港身份证号码：F054579(8)）,或在其不在场情况下，授权蒋啟明先生（香港身份证号码：K010060(9)），代表我司“上海隧道工程股份有限公司”签署并提交有关合约**河套深港科技创新合作区西面跨河连接桥（深圳段）建设工程和（香港段）建设工程施工**的投标文件，并被授权处理联营体协议，和中标后主合约的签署，以及与相关顾问公司、供应商及分包商等的协议。

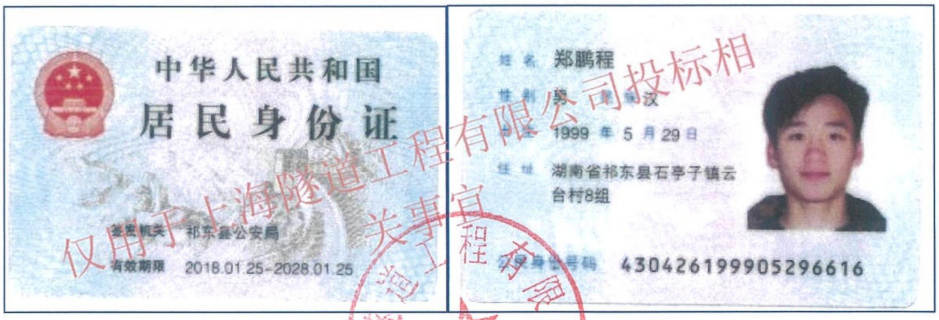
This is to certify that Mr. Zhang Zhen (Hong Kong ID Card Number: F054579(8)), or failing him, Mr. Chiang Kai Ming (Hong Kong ID Card Number: K010060(9)), are authorized on behalf of our company “Shanghai Tunnel Engineering Co. Ltd.” to submit and sign all the documents related to Contract **Western Cross-River Link Bridge Project in the Loop-Tender Notice for the Construction of the Main Bridge**, including but not limited to: joint venture agreement, main contract, consultancy agreement, and all others agreements with suppliers, sub-contractors, so on and so forth.

此授权书有效期至 2027 年 12 月 31 日。

This POWER OF ATTORNEY will be expired on 31st December 2027.

葛以衡先生 (Mr. Ge Yiheng)
董事长 (Chairman of the Board)
上海隧道工程股份有限公司(Shanghai Tunnel Engineering Co. Ltd.)
日期：2026 年 05 月 20 日
Date: 20th May, 2026

附：委托代理人身份证复印件。



仅用于上海隧道工程有限公司投标相关事宜

二、投标人信用评价（内地）

深圳市交通运输主管部门发布的《深圳市交通建设工程从业企业信用综合评价结果的公告》评价结果

查询网址：https://jtys.sz.gov.cn/zwgk/jtgc/bscl/content/post_12496378.html

上海隧道工程有限公司评价结果：2024 年 AA 级

附件

2024年度深圳市交通建设工程从业企业信用综合评价结果

（按企业名称拼音排序）

一、AA级企业

序号	企业名称	备注
一、勘察设计企业		
1	北京市市政工程设计研究总院有限公司	
2	上海勘察设计研究院（集团）股份有限公司	
3	上海市隧道工程轨道交通设计研究院	
4	上海市政工程设计研究总院（集团）有限公司	
5	深圳市城市交通规划设计研究中心股份有限公司	
6	深圳市工勘岩土集团有限公司	
7	深圳市建设综合勘察设计院有限公司	
8	深圳市勘察测绘院（集团）有限公司	
9	深圳市勘察研究院有限公司	
10	深圳市新城市规划建筑设计股份有限公司	
11	深圳市市政设计研究院有限公司	
12	深圳市综合交通与市政工程设计研究总院有限公司	
13	云基智慧工程股份有限公司	
14	广东省交通规划设计研究院集团股份有限公司	

15	华设设计集团股份有限公司	
16	林同棪国际工程咨询（中国）有限公司	
17	中国公路工程咨询集团有限公司	
18	中国瑞林工程技术股份有限公司	
19	中国市政工程中南设计研究总院有限公司	
20	中交第二公路勘察设计研究院有限公司	
21	中交第三航务工程勘察设计院有限公司	
22	中交第四航务工程勘察设计院有限公司	
23	中交第一公路勘察设计研究院有限公司	
24	中交公路规划设计院有限公司	
25	中交水运规划设计院有限公司	
26	中铁第六勘察设计院集团有限公司	
二、施工企业		
1	保利长大工程有限公司	
2	达濠市政建设有限公司	
3	甘肃紫光智能交通与控制技术有限公司	
4	广东省交通发展有限公司	
5	广东添虹交通工程有限公司	
6	江西方兴科技股份有限公司	
7	上海隧道工程有限公司	
8	深圳市锦粤达科技有限公司	
9	深圳市路桥建设集团有限公司	
10	浙江交工集团股份有限公司	

上海隧道工程有限公司评价结果：2023 年 AA 级

附件

2023 年度深圳市交通建设工程从业企业信用综合评价结果

（按单位名称拼音排序）

一、AA 级企业

序号	企业名称	备注
一、勘察设计企业		
1	包钢勘察测绘研究院	
2	北京市市政工程设计研究总院有限公司	
3	泛华建设集团有限公司	
4	广东省交通规划设计研究院集团股份有限公司	
5	航天规划设计集团有限公司	
6	建设综合勘察研究设计院有限公司	
7	林同棪国际工程咨询（中国）有限公司	
8	上海勘察设计研究院（集团）股份有限公司	
9	上海市城市建设设计研究总院（集团）有限公司	
10	上海市隧道工程轨道交通设计研究院	
11	上海市政工程设计研究总院（集团）有限公司	
12	深圳市城市交通规划设计研究中心股份有限公司	
13	深圳市工勘岩土集团有限公司	
14	深圳市勘察测绘院（集团）有限公司	
15	深圳市勘察研究院有限公司	
16	深圳市市政设计研究院有限公司	
17	深圳市新城市规划建筑设计股份有限公司	
18	深圳市西伦土木结构有限公司	
19	深圳市综合交通与市政工程设计研究总院有限公司	
20	天津市政工程设计研究总院有限公司	
21	云基智慧工程股份有限公司	
22	中北工程设计咨询有限公司	
23	中国公路工程咨询集团有限公司	
24	中国瑞林工程技术股份有限公司	
25	中国有色金属工业昆明勘察设计研究院有限公司	
26	中交第二公路勘察设计研究院有限公司	
27	中交第三航务工程勘察设计院有限公司	

28	中交第四航务工程勘察设计院有限公司
29	中交第一公路勘察设计研究院有限公司
30	中交水运规划设计院有限公司
31	中铁大桥勘测设计院集团有限公司
32	中铁第六勘察设计院集团有限公司
二、施工企业	
1	达濠市政建设有限公司
2	广东省交通发展有限公司
3	甘肃紫光智能交通与控制技术有限公司
4	上海隧道工程有限公司
5	深圳市路桥建设集团有限公司
6	深圳市政集团有限公司
7	中国建筑股份有限公司
8	中交第二公路工程局有限公司
9	中交第二航务工程局有限公司
10	中交第四航务工程局有限公司
11	中建科工集团有限公司
12	中交路桥建设有限公司
13	中建南方投资有限公司
14	中建二局集团有限公司
15	中交一公局集团有限公司
16	中交一公局深圳建设有限公司
17	中铁大桥局集团有限公司
18	中铁七局集团有限公司
19	中铁十八局集团有限公司
20	中铁隧道局集团有限公司
21	中铁十二局集团有限公司
22	中铁十二局集团第一工程有限公司
23	中铁四局集团有限公司
24	中铁十一局集团有限公司
三、监理企业	
1	长沙华南土木工程监理有限公司
2	广州地铁工程咨询有限公司
3	江苏建科工程咨询有限公司

4	深圳科宇工程顾问有限公司
5	深圳市合创建设工程顾问有限公司
6	深圳市建星项目管理顾问有限公司
7	深圳市鲁班建设监理有限公司
8	深圳市深龙港建设监理有限公司
9	深圳市深水兆业工程顾问有限公司
10	云基智慧工程股份有限公司
四、工程咨询企业	
1	国众联建设工程管理顾问有限公司
2	江苏建科工程咨询有限公司
3	上海市政工程设计研究总院（集团）有限公司
4	苏交科集团股份有限公司
5	深圳地铁工程咨询有限公司
6	深圳市城市公共安全技术研究院有限公司
7	深圳市城市交通规划设计研究中心股份有限公司
8	深圳市诚信行工程咨询有限公司
9	深圳市栋森工程项目管理有限公司
10	深圳市鼎兴工程造价咨询有限公司
11	深圳市丰浩达工程项目管理有限公司
12	深圳市广诚工程顾问有限公司
13	深圳市国晨工程造价咨询有限公司
14	深圳市合创建设工程顾问有限公司
15	深圳市航建工程造价咨询有限公司
16	深圳市建锋工程造价咨询有限公司
17	深圳市建衡达工程造价咨询有限公司
18	深圳市市政工程咨询中心有限公司
19	云基智慧工程股份有限公司
20	中船第九设计研究院工程有限公司
21	中交第二公路勘察设计研究院有限公司
22	中交水运规划设计院有限公司
五、试验检测企业	
1	苏交科集团股份有限公司
2	深圳市交通工程试验检测中心有限公司
3	太科技术有限公司

二、A级企业

序号	企业名称	备注
一、勘察设计企业		
1	北京源清慧虹信息科技有限公司	
2	华设设计集团股份有限公司	
3	深圳市建设综合勘察设计院有限公司	
4	中国市政工程中南设计研究总院有限公司	
5	中国铁路设计集团有限公司	
6	中国有色金属工业西安勘察设计研究院有限公司	
7	中交公路规划设计院有限公司	
二、施工企业		
1	北京公科飞达交通工程发展有限公司	
2	北京云星宇交通科技股份有限公司	
3	重庆市华驰交通科技有限公司	
4	长沙铁路建设有限公司	
5	湖南省湘筑交通科技有限公司	
6	江苏建铁信息技术有限公司	
7	江西方兴科技股份有限公司	
8	千方捷通科技股份有限公司	
9	深圳市国艺园林建设有限公司	
10	深圳市交运工程集团有限公司	
11	深圳市锦粤达科技有限公司	
12	深圳中瑞建工集团有限公司	
13	中国二十冶集团有限公司	
14	中国路桥工程有限责任公司	
15	中国中铁股份有限公司	
16	中交第三航务工程局有限公司	
17	中建河图建设有限公司	
18	浙江中控信息产业股份有限公司	
19	中铁六局集团有限公司	
20	中铁一局集团有限公司	
三、监理企业		
1	北京华通公路桥梁监理咨询有限公司	
2	广州海建工程咨询有限公司	

3	贵州陆通工程管理咨询有限责任公司	
4	建艺国际工程管理集团有限公司	
5	深圳市甘泉建设监理有限公司	
6	深圳市恒浩建工程项目管理有限公司	
7	铁四院（湖北）工程监理咨询有限公司	
8	英泰克工程顾问（上海）有限公司	
四、工程咨询企业		
1	广东明正项目管理有限公司	
2	深圳华仑诚工程管理有限公司	
3	深圳市建星项目管理顾问有限公司	
4	深圳市永达信工程造价咨询有限公司	
5	新誉时代工程咨询有限公司	
五、试验检测企业		
1	大连理工现代工程检测有限公司	

三、B 级企业

序号	企业名称	备注
一、勘察设计企业		
1	中国华西工程设计建设有限公司	
二、施工企业		
1	广州通辉工程有限公司	
2	宁波路宝科技实业集团有限公司	
3	深圳市工勘建设集团有限公司	
4	中国公路工程咨询集团有限公司	
5	中化学交通建设集团第三工程有限公司	

四、C 级企业

序号	企业名称	备注
一、施工企业		
1	云南省建设投资控股集团有限公司	

五、无 D 级企业

三、投标人表现评价（香港）

政 府 總 部
發 展 局
工 務 科
香 港 添 馬 添 美 道 2 號
政 府 總 部 西 翼

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傳真 Fax No.: 2521 9682

Our Ref. : DEVBWB WP4S-024-015-884

4 May 2026

Shanghai Tunnel Engineering Co. Ltd.
Flat 2306-08A,
Island Place Tower,
510 King's Road,
North Point,
Hong Kong.
(Attn: Managing Director)

Dear Sir / Madam,

Contractor's Performance Rating for Report Quarter 2026Q1

Pursuant to paragraph 10 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 3/2007, I append below your company's performance rating for report quarter 2026Q1 :

Performance Rating: 64.86

A summary of the maximum, minimum, average and median ratings under various categories / groups in the List of Approved Contractors for Public Works and the List of Approved Supplies of Materials and Specialist Contractors for Public Works is shown overleaf for your reference.

In case of enquiry, please contact Ms Rebecca WONG at 3509 8367.

Yours faithfully,

(Ms Dorothy LAM)
for Secretary for Development

Summary of Contractor's Performance Rating for Report Quarter 2026Q1

I. List of Approved Contractors for Public Works

Category	Group	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Buildings	A	26	69.55	46.70	54.32	54.51
	B	40	65.43	38.52	54.03	54.06
	C	50	70.14	41.66	56.52	56.48
Port Works	B	12	63.74	52.97	58.56	58.06
	C	20	69.52	52.02	58.09	59.00
Roads & Drainage	A	22	65.86	49.29	54.09	54.92
	B	55	70.14	41.66	58.04	58.30
	C	59	69.56	46.70	58.82	59.40
Site Formation	B	40	70.14	46.70	58.53	59.03
	C	32	69.52	50.24	59.32	60.18
Waterworks	A	16	63.85	53.80	57.99	58.35
	B	11	68.21	54.02	58.71	59.60
	C	33	68.88	46.70	58.12	58.36

Note: There is no Group A for both the Port Works and Site Formation categories.

II. List of Approved Suppliers of Materials and Specialist Contractors for Public Works

Category	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Air-conditioning Installation	56	63.32	49.48	54.91	54.94
Electrical Installation	82	63.32	49.80	54.46	54.85
Electronic Timing and Display Installation	7	63.48	54.65	56.79	57.48
Fire Service Installation	36	63.89	49.01	54.25	54.91
Industrial Type Electrical Installation	28	62.37	51.39	55.40	55.62
Land Piling	24	70.14	49.58	58.87	60.11
Landslip Preventive/Remedial Works to Slopes/Retaining Walls	34	72.02	46.70	62.68	61.89
Lift, Escalator and Passenger Conveyor Installation	11	56.99	52.89	54.11	54.44
Mechanical Plant and Equipment Installation	18	64.75	52.65	55.40	55.69
Video Electronics Installation	31	60.08	52.03	54.36	54.61
OTHERS	175	69.55	41.66	54.90	55.86

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Our Ref. : DEVBWB WP4S-024-015-884

2 February 2026

Shanghai Tunnel Engineering Co. Ltd.
Flat 2306-08A,
Island Place Tower,
510 King's Road,
North Point,
Hong Kong.
(Attn: Managing Director)

Dear Sir / Madam,

Contractor's Performance Rating for Report Quarter 2025Q4

Pursuant to paragraph 10 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 3/2007, I append below your company's performance rating for report quarter 2025Q4 :

Performance Rating: 65.22

A summary of the maximum, minimum, average and median ratings under various categories / groups in the List of Approved Contractors for Public Works and the List of Approved Supplies of Materials and Specialist Contractors for Public Works is shown overleaf for your reference.

In case of enquiry, please contact Ms Rebecca WONG at 3509 8367.

Yours faithfully,

(Ms Dorothy LAM)
for Secretary for Development

Summary of Contractor's Performance Rating for Report Quarter 2025Q4

I. List of Approved Contractors for Public Works

Category	Group	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Buildings	A	26	69.39	46.64	54.13	54.37
	B	40	64.99	39.08	53.80	53.95
	C	49	70.96	41.86	56.11	56.59
Port Works	B	12	66.01	52.50	58.42	58.17
	C	20	68.32	52.77	58.15	58.95
Roads & Drainage	A	20	66.26	50.00	54.17	54.91
	B	55	70.96	41.86	57.66	58.03
	C	59	69.39	46.68	58.94	59.33
Site Formation	B	39	70.96	46.68	58.52	58.93
	C	32	68.65	49.68	59.62	60.06
Waterworks	A	14	64.64	54.01	58.24	58.30
	B	11	67.67	53.50	58.94	59.03
	C	33	68.65	46.68	57.88	58.31

Note: There is no Group A for both the Port Works and Site Formation categories.

II. List of Approved Suppliers of Materials and Specialist Contractors for Public Works

Category	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Air-conditioning Installation	55	63.11	49.88	54.97	55.01
Electrical Installation	82	63.11	49.76	54.74	54.81
Electronic Timing and Display Installation	9	65.51	53.75	56.14	57.15
Fire Service Installation	37	63.11	48.38	54.65	54.80
Industrial Type Electrical Installation	29	62.02	51.58	55.07	55.39
Land Piling	24	70.96	51.00	59.26	60.21
Landslip Preventive/Remedial Works to Slopes/Retaining Walls	34	71.58	46.68	62.67	61.85
Lift, Escalator and Passenger Conveyor Installation	11	57.14	52.77	54.25	54.50
Mechanical Plant and Equipment Installation	19	64.58	52.68	55.03	55.47
Video Electronics Installation	32	59.50	51.93	54.16	54.45
OTHERS	181	69.39	41.86	54.74	55.78

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Our Ref. : DEVBWB WP4S-024-015-884

3 November 2025

Shanghai Tunnel Engineering Co. Ltd.
Flat 2306-08A,
Island Place Tower,
510 King's Road,
North Point,
Hong Kong.
(Attn: Managing Director)

Dear Sir / Madam,

Contractor's Performance Rating for Report Quarter 2025Q3

Pursuant to paragraph 10 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 3/2007, I append below your company's performance rating for report quarter 2025Q3 :

Performance Rating: 65.49

A summary of the maximum, minimum, average and median ratings under various categories / groups in the List of Approved Contractors for Public Works and the List of Approved Supplies of Materials and Specialist Contractors for Public Works is shown overleaf for your reference.

In case of enquiry, please contact Ms Rebecca WONG at 3509 8367.

Yours faithfully,

(Ms Dorothy LAM)
for Secretary for Development

Summary of Contractor's Performance Rating for Report Quarter 2025Q3

I. List of Approved Contractors for Public Works

Category	Group	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Buildings	A	28	69.37	43.55	53.80	53.69
	B	38	64.72	39.45	54.29	53.97
	C	49	71.30	42.09	56.52	56.55
Port Works	B	11	64.23	53.44	58.11	57.63
	C	20	67.40	53.34	57.72	58.84
Roads & Drainage	A	21	68.17	43.55	53.33	54.37
	B	55	71.30	42.09	57.24	58.00
	C	58	69.37	46.51	58.40	58.87
Site Formation	B	39	71.30	43.55	57.83	58.48
	C	32	69.01	49.34	58.92	59.66
Waterworks	A	14	64.86	53.71	57.42	58.00
	B	11	66.88	53.17	57.83	58.40
	C	31	69.01	46.51	57.87	58.61

Note: There is no Group A for both the Port Works and Site Formation categories.

II. List of Approved Suppliers of Materials and Specialist Contractors for Public Works

Category	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Air-conditioning Installation	55	62.41	50.32	54.73	54.93
Electrical Installation	84	62.41	50.12	54.64	54.80
Electronic Timing and Display Installation	9	64.39	53.61	55.77	56.75
Fire Service Installation	38	62.41	48.49	54.32	54.72
Industrial Type Electrical Installation	30	61.44	52.34	54.66	55.20
Land Piling	24	71.30	50.91	58.42	59.73
Landslip Preventive/Remedial Works to Slopes/Retaining Walls	34	71.30	46.51	62.68	61.65
Lift, Escalator and Passenger Conveyor Installation	11	56.88	52.72	54.31	54.53
Mechanical Plant and Equipment Installation	19	63.98	52.80	54.81	55.36
Video Electronics Installation	30	60.34	51.18	54.18	54.48
OTHERS	184	69.37	42.09	54.78	55.75

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Our Ref. : DEVBWB WP4S-024-015-884

1 August 2025

Shanghai Tunnel Engineering Co. Ltd.
Flat 2306-08A,
Island Place Tower,
510 King's Road,
North Point,
Hong Kong.
(Attn: Managing Director)

Dear Sir / Madam,

Contractor's Performance Rating for Report Quarter 2025Q2

Pursuant to paragraph 10 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 3/2007, I append below your company's performance rating for report quarter 2025Q2 :

Performance Rating: 65.47

A summary of the maximum, minimum, average and median ratings under various categories / groups in the List of Approved Contractors for Public Works and the List of Approved Supplies of Materials and Specialist Contractors for Public Works is shown overleaf for your reference.

In case of enquiry, please contact Ms Rebecca WONG at 3509 8367.

Yours faithfully,

(Ms Dorothy LAM)
for Secretary for Development

Summary of Contractor's Performance Rating for Report Quarter 2025Q2

I. List of Approved Contractors for Public Works

Category	Group	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Buildings	A	28	69.32	42.72	53.71	53.55
	B	37	64.42	40.28	54.14	53.94
	C	47	71.73	43.04	56.32	56.55
Port Works	B	11	63.01	52.66	57.40	57.38
	C	20	67.67	53.09	57.44	58.78
Roads & Drainage	A	20	66.93	42.72	53.27	54.24
	B	56	71.73	43.04	56.39	57.71
	C	57	69.34	46.48	58.39	58.79
Site Formation	B	39	71.73	42.72	57.65	58.38
	C	32	69.06	49.13	59.01	59.46
Waterworks	A	14	64.04	52.38	56.69	57.46
	B	11	66.39	52.66	56.80	57.89
	C	31	69.66	46.48	57.40	58.55

Note: There is no Group A for both the Port Works and Site Formation categories.

II. List of Approved Suppliers of Materials and Specialist Contractors for Public Works

Category	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Air-conditioning Installation	56	61.12	50.65	54.56	54.82
Electrical Installation	85	61.12	50.11	54.56	54.73
Electronic Timing and Display Installation	9	61.52	53.52	55.76	56.38
Fire Service Installation	37	61.12	48.88	54.06	54.60
Industrial Type Electrical Installation	30	60.88	52.66	54.57	55.10
Land Piling	22	71.73	50.51	58.26	59.55
Landslip Preventive/Remedial Works to Slopes/Retaining Walls	34	71.73	46.48	63.04	61.54
Lift, Escalator and Passenger Conveyor Installation	11	56.51	52.57	54.69	54.55
Mechanical Plant and Equipment Installation	18	63.59	52.79	54.66	55.38
Video Electronics Installation	30	62.69	50.21	54.04	54.42
OTHERS	181	69.32	43.04	54.71	55.65

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Our Ref. : DEVBWB WP4S-024-015-884

2 May 2025

Shanghai Tunnel Engineering Co. Ltd.
Flat 2306-08A,
Island Place Tower,
510 King's Road,
North Point,
Hong Kong.
(Attn: Managing Director)

Dear Sir / Madam,

Contractor's Performance Rating for Report Quarter 2025Q1

Pursuant to paragraph 10 of the Environment, Transport and Works Bureau Technical Circular (Works) No. 3/2007, I append below your company's performance rating for report quarter 2025Q1 :

Performance Rating: 65.54

A summary of the maximum, minimum, average and median ratings under various categories / groups in the List of Approved Contractors for Public Works and the List of Approved Supplies of Materials and Specialist Contractors for Public Works is shown overleaf for your reference.

In case of enquiry, please contact Ms Rebecca WONG at 3509 8367.

Yours faithfully,

(Ms Dorothy LAM)
for Secretary for Development

Summary of Contractor's Performance Rating for Report Quarter 2025Q1

I. List of Approved Contractors for Public Works

Category	Group	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Buildings	A	28	69.27	43.74	53.58	53.43
	B	36	64.31	41.40	53.97	53.97
	C	44	72.17	44.77	56.21	56.29
Port Works	B	11	62.98	52.32	56.93	56.89
	C	20	67.92	53.02	57.44	58.78
Roads & Drainage	A	20	66.34	43.74	53.28	54.26
	B	54	72.17	44.77	55.50	57.49
	C	58	69.46	46.18	58.46	58.63
Site Formation	B	39	72.17	43.74	58.30	58.41
	C	33	69.16	48.91	59.36	59.46
Waterworks	A	14	64.42	52.38	56.78	57.20
	B	11	66.42	52.85	56.65	57.73
	C	31	70.10	46.18	56.88	58.45

Note: There is no Group A for both the Port Works and Site Formation categories.

II. List of Approved Suppliers of Materials and Specialist Contractors for Public Works

Category	Number of Contractors being Rated	Maximum Rating	Minimum Rating	Median Rating	Average Rating
Air-conditioning Installation	57	60.14	51.46	54.34	54.69
Electrical Installation	86	60.30	50.76	54.32	54.57
Electronic Timing and Display Installation	10	59.26	53.48	55.85	56.13
Fire Service Installation	37	61.00	48.95	54.08	54.32
Industrial Type Electrical Installation	31	60.30	52.00	54.32	54.99
Land Piling	22	72.17	50.08	58.17	59.40
Landslip Preventive/Remedial Works to Slopes/Retaining Walls	34	72.17	46.18	62.78	61.32
Lift, Escalator and Passenger Conveyor Installation	11	56.33	52.50	54.44	54.50
Mechanical Plant and Equipment Installation	18	63.19	52.77	54.79	55.39
Video Electronics Installation	31	60.95	50.10	54.08	54.44
OTHERS	181	69.27	44.77	54.59	55.53

四、投标人同类工程施工业绩（内地）

投标人同类工程施工业绩（内地）

投标人名称：上海隧道工程有限公司、上海隧道工程股份有限公司
1、项目名称:G228 宁海西店至桃源段公路工程 PPP 项目； 承包人名称:上海隧道工程有限公司； 主要内容（如城市道路桥梁（或公路桥梁）单孔跨径或总长度）:公路桥梁,多孔跨径总长度 2139.5m； 合同金额：80020.4515 万元； 完工时间：2024 年 09 月 26 日； 2、项目名称:龙东大道（罗山路-G1501）改建工程 3 标； 承包人名称:上海隧道工程有限公司； 主要内容（如城市道路桥梁（或公路桥梁）单孔跨径或总长度）：城市道路桥梁，多孔跨径总长 2016.9m； 合同金额：97588.0000 万元； 完工时间：2021 年 05 月 07 日。

注：按《资信标要求一览表》要求提供证明材料。**建议优先提供单个合同金额≥10000 万元同类工程施工业绩。**

1、 G228 宁海西店至桃源段公路工程 PPP 项目

中标通知书

中 标 通 知 书

宁波富邦控股集团有限公司（宁波富邦云快传股权投资基金合伙企业（有限合伙）、宁波交通工程建设集团有限公司、上海隧道工程有限公司）：

G228 宁海西店至桃源段公路工程 PPP 项目于 2017 年 7 月 19 日 09 时 00 分公开开标后，已完成评标和中标公示工作，现确定你单位为中标（中标基本情况见下表），请你单位收到中标通知书后，在 2017 年 8 月 31 日 17:00 时前到宁海县桃源街道兴海北路 99 号与招标人签订合同。

工程名称	G228 宁海西店至桃源段公路工程 PPP 项目	中标价(元)	（1）年资金成本率： =同期中国人民银行公布的五年以上贷款基准利率*（1+D） D 值报价：[14.68]%（大写：百分之[壹拾肆点陆捌]）； （2）年运营维护费：19960000 元； （3）工程总投资：同意按甲方提供的工程量清单费用 2210218030 元、预备费 11733402 元、工程建设其他费用 568058579 元，合计人民币 2790010011 元（大写：贰拾柒亿玖仟零壹万零壹拾壹元整），作为合同签订和工程结算的依据。
特许经营期	项目特许经营期含建设期和运营期： （1）建设期：建设期不超过 4 年，自协议约定的开工日起算，至全部工程通过交工验收备案之日止。（2）运营期：运营期为 16 年，自建设期结束日次日起算。		
工程发包内容概要	本项目实施范围为：（1）主线 K0+000~K17+555，路线长 17.555 公里（K17+555~K19+635.781 段不在本次招标及实施范围），路面 385.32 千平方米，特大、大桥 5525.84 米/7 座（含互通主线桥），中、小桥 69 米/1 座，隧道 3836 米/2 座，箱涵 10 道，圆管涵 4 道，平面交叉 10 处，互通式立体交叉 3 处，拆迁建筑物面积 31077 平方米，占地 87.793 公顷，用海 21.83 公顷，养护工区 1 处，隧道管理房 1 处。（2）支线路线全长 1.8 公里，路面 40.995 千平方米，箱涵 1 道，圆管涵 3 道，平交 2 处，拆迁建筑物面积 4640 平方米，占地 6.96 公顷。 本次招标范围：G228 宁海西店至桃源段公路工程 PPP 项目实施范围内的社会投资人。		
项目部主要管理人员	项目公司总经理	陈冰	证书号	高级工程师 G3300021859
	项目公司技术负责人	段群苗	证书号	教授级高级工程师 G3300215455
招标人	（签章） 2017 年 7 月 31 日		招标代理机构	（签章） 2017 年 7 月 31 日
行业行政主管部门（备案）	（签章） 2017 年 8 月 1 日		宁海县公共资源交管办（备案）	（签章） 2017 年 8 月 1 日

本通知书一式五份，中标人、招标人、招标代理机构、行业行政主管部门、宁海县公共资源交易工作管理委员会办公室各一份。

施工合同关键页扫描件

（正本）

G228宁海西店至桃源段公路工程PPP项目
第一合同段

合同编号

施　工　合　同

发包人：宁波富邦公路工程建设有限公司

承包人：上海隧道工程有限公司

日　期：二〇一八年四月

合 同 协 议 书

宁波富邦公路工程建设有限公司（发包人名称，以下简称“发包人”）为实施 G228 宁海西店至桃源段公路工程 （项目名称），由联合体成员上海隧道工程有限公司（承包人名称，以下简称“承包人”）承担该项目第一合同段施工任务。本合同协议书为 G288 宁海西店至桃源段公路工程PPP合同组成部分，根据本项目投资协议书、ppp 合同的条款，经双方友好协商，共同达成一致意见，并签订协议如下：

1、第一合同段路线起讫桩号 K0+000 至 K7+075 ，全长 7.075 公里，技术标准一级公路。有 西店互通 立交桥 1 处长 281 米；特大桥 1 座，2139.5 米；大桥 2 座，长 1744.5 米；西店湾海底隧道 K6+040 至 K7+075 ，长 1035 米及合同段内的路基工程、涵洞工程、起讫桩号 K0+000～K17+555 全线的机电工程等。

2、下列文件应视为构成并作为阅读和理解本协议书的组成部分，即：

（1）合同协议书及各种合同附件（含廉政合同、安全生产合同、工程质量责任合同及合同谈判过程中的澄清文件和补充资料）；

（2）项目专用合同条款（含招标文件补遗书中与此有关的部分）；

（3）公路工程专用合同条款；

（4）通用合同条款；

（5）项目专用技术规范（含招标文件补遗书中与此有关的部分）；

（6）通用技术规范；

（7）图纸（含招标文件补遗书中与此有关的部分）；

（8）已标价工程量清单；

（9）承包人有关人员、设备投入、财务能力的承诺及施工组织设计；

（10）构成本合同组成部分的其他文件。

3、上述文件将互相补充，若有不明确或不一致之处，以上列次序在先者为准。

4、根据工程量清单所列的预计数量和单价或总额价计算的签约合同

价：人民币（大写）**捌亿零贰拾万肆仟伍佰壹拾伍**元（￥ **800204515** 元）。

5、承包人项目经理 **刘文涛** 。承包人项目总工： **郑选强** 。

6、工程质量符合**交工验收的质量评定：合格（交工验收质量评定得分 90（含）分以上）；竣工验收的质量评定：优良（竣工验收质量评定得分 90（含）分以上）**标准。

7、承包人承诺按合同约定承担工程的实施、完成及缺陷修复。

8、发包人承诺按合同约定的条件、时间和方式向承包人支付合同价款。

9、承包人建设期：建设期不超过 4 年，自监理工程师下达开工令之日起至全部施工段交工日止。西店湾海底隧道与新城堤坝地基处理同步开工建设，且土建完工时间不晚于建设期开始后 30 个月；桥梁结构主体工程自建设期开始后 36 个月。

10、本协议书由双方法定代表人或其授权的代理人签署并加盖公章后生效。全部工程完工后经交工验收合格、缺陷责任期满签发缺陷责任终止证书后失效。

11、本协议书正本 贰 份、副本 拾 份，合同双方各执正本 壹 份，副本 伍 份，当正本与副本不一致时，以正本为准。

12、本合同未尽事宜，双方另行签订补充协议。签订的补充协议是合同的组成部分。

发包人：（盖 章）　　承包人：（盖 章）

法定代表人或其委托代理人：（签字）　　法定代表人或其委托代理人：（签字）

年　月　日

交（竣）工验收证明扫描件

公路工程交工验收证书

交工验收时间：2024 年 9 月 26 日　　合同段交工验收证书第 01 号

工程名称：G228 宁海西店至桃源段公路工程 PPP 项目			合同段名称及编号：第一合同段	
项目法人：宁波富邦公路工程建设有限公司			设计单位：浙江数智交院科技股份有限公司	
施工单位：上海隧道工程有限公司			监理单位：宁波市交建工程监理咨询有限公司	
本合同段主要工程量：G228 宁海西店至桃源段公路工程第一合同段桩号为 K1+569.5～K6+018.5，主线位于海上区域，双向六车道一级公路，设计行车速度 80km/h，桥梁按双幅桥梁设计，标准宽度 33m。主要工作内容为海上桥梁工程，其中西店湾海上特大桥全长 3121.5m（由东岙特大桥 2137m、尤家村中桥 70m、尤家村大桥 914.5m 连续组成），崔家大桥全长 853.5m；桥梁下部结构为钻孔灌注桩+柱式墩+盖梁桥墩，墩台共计 151 个，钻孔灌注桩共计 1012 根；桥梁上部结构为装配式预应力混凝土加强型 30m 组合箱梁和 T 梁，共计 1787 片。 主要管理人员：项目经理：姚震；项目总工：樊庆良；常务副经理：周琨；项目副经理：杨廷汝、顿玉敬；安全负责人：廖伟平；桥梁负责人：高磊。				
本合同段价款	原合同	416121568 元	实际	443239572 元
本合同段工期	原合同	48 个月	实际	78 个月

对工程质量、合同执行情况的评价、遗留问题、缺陷的处理意见及有关决定（内容较多时，可用附件）

一、工程质量

1、桥梁内、外轮廓线基本顺滑、美观，各构件混凝土基本平整、密实，支座安装基本准确；

2、质量保证资料审查情况

经查阅所提供的质保资料，资料基本满足设计和规范要求。全线桥梁的混凝土强度、几何尺寸，桥面厚度和平整度等技术指标均达到设计和规范要求。施工资料基本齐全。

二、合同执行情况

施工管理规范，承包人管理制度健全，质量保证体系完整有效，施工中能按照有关法律、法规、规范、规章制度及合同文件的要求履行自己的义务，合同执行情况良好。监理工作规范科学、合理有效，对工程质量、进度、造价、安全、环保等方面达到了监督、控制的目的，很好的履行合同文件规定的职责。

主要工作内容基本完成，合同执行情况良好，工程质量合格，同意交工。

三、遗留问题、缺陷的处理意见

遗留问题无。缺陷期内出现质量问题要求无条件修复。

（施工单位的意见）

同意交工

施工单位法人代表或授权人（签字）　　单位盖章

2024年 9月 26日

（合同段监理单位对有关问题的意见）

同意交工。

合同段监理单位法人代表或授权人（签字）　　单位盖章

2024年 9月 26日

（设计单位的意见）

同意交工

设计单位法人代表或授权人（签字）　　单位盖章

2024年 9月 26日

（项目法人的意见）

同意交工

项目法人代表或授权人（签字）　　单位盖章

2024年 9月 26日

（注：表中内容较多时，可用附件。）

G228 宁海西店至桃源段公路工程

第 2 合同

两阶段施工图设计

主线全长 10.1 公里（K2+600~K12+700）

第一册	第一篇	总体设计	另　册	第八篇	环境保护与景观设计	设计事务所所长：
第一册	第二篇	路　线（安全设施另册）	第二册	第九篇	其他工程	
第一册	第三篇	路基、路面	第二册	第十篇	筑路材料	项目负责人：
第二册	第四篇	桥梁、涵洞	第二册	第十一篇	施工组织计划	
第三册	第五篇	隧　道	另　册	第十二篇	施工图预算	总工程师：
第二册	第六篇	路线交叉	另　册		桥涵通用图	
另　册	第七篇	交通工程及沿线设施	另　册	附　件	基础资料	院　　长：

本册目录

G228宁海西店至桃源段公路工程　第2合同

序号	图纸名称	图 号	页数	页码
	第四篇 桥梁、涵洞			
一	施工图设计说明	S4-1	15	1～15
二	桥梁工程一览表	S4-2	1	16
三	K3+967 东岙大桥	S4-3	80	17～96
四	K5+547 尤家村大桥	S4-4	82	97～178
五	K10+512 紫溪桥	S4-5	30	179～208
六	涵洞设计图	S4-6	4	209～212
七	桥梁上部通用图	ST		通用图册
1	30m组合箱梁（简支变连续）通用图	ST-3-3		
2	16m矮T梁（简支变连续）通用图	ST-2-2		
八	附属构造图纸	ST-4		通用图册
九	涵洞通用图	ST-5		通用图册

序号	图纸名称	图 号	页数	页码

初步设计专家组审查意见建议尽量统一本项目桥梁上部结构形式，减少预制种类。由于本工程跨海桥规模较大，占据了桥梁工程的绝大比例，陆域桥梁另行选择 T 梁作为上部结构则经济性差，同时增大了施工难度。故施工图阶段执行专家组审查意见，对陆域桥梁也选择加强型预应力组合箱梁作为主要上部结构形式。

3、初步设计专家组审查意见建议下阶段结合本项目所处的气候环境特点，完善结构耐久性设计。

执行情况：按专家组意见执行。涉海、近海桥梁均采用加大保护层厚度，选用海工砼等措施，对组合箱梁和矮 T 梁进行了特殊设计，同时对支座采用海洋防腐球型钢支座及墩台浪溅区防腐措施等内容进行了补充完善。

3.2 施工图审查专家组意见执行情况

施工图审查专家组意见为：

（1）原则赞同桥梁涵洞的设置方案、结构形式。

（2）施工阶段建议根据梁上运梁实际工况，验算桥梁结构受力。

（3）建议跨径大于 30m 的桥梁采用支架现浇，减少预制种类。

（4）进一步完善混凝土及钢结构耐久性措施设计。

执行情况：按专家组意见执行。根据建议对于西店互通主线上跨平交口及铁江互通主线上跨支线的两处跨径为 35m 组合箱梁进行调整，采用 35m 支架现浇箱梁，以减少预制种类。同时进一步完善了涉海环境的混凝土及钢结构的耐久性措施。

四、强制性条文执行情况

1、《公路钢筋混凝土及预应力混凝土桥涵设计规范》JTG D62-2004：

第 3.1.3 条、3.1.4 条、3.2.2 条、3.2.3 条、5.1.5 条、6.3.1 条、9.1.1 条、9.1.12 条、9.4.1 条、9.8.2 条均已按规范执行。

2、《公路桥涵地基与基础设计规范》JTG D63-2007：

第 4.1.1-2 条、4.1.1-5 条、4.1.1-6 条、4.4.3 条、5.2.2-1 条、7.1.2 条、7.2.1 条、7.2.4 条均已按规范执行。

3、《公路圬工桥涵设计规范》JTG D61-2005：

第 3.2.1 条、3.3.1 条、3.3.2 条、3.3.3 条、3.3.4 条、4.0.3 条、4.0.4 条、5.3.4 条均已按规范执行。

五、本合同段沿线桥梁、涵洞布设情况

本合同段沿线设桥梁 3101.5m/3 座，其中特大桥 2139.5m/1 座、大桥 892m/1 座，中桥 70m/1 座，设涵洞共 13 道。沿线桥梁布设具体见下表：

第 2 合同段沿线桥梁布设表

序号	中心桩号	桥名	孔数及跨径(孔-m)	桥梁全长(m)	结构类型
1	K3+967	东岙大桥	61×30+19×16	2139.5	预应力砼组合箱梁/矮 T 梁
2	K5+547	尤家村大桥	11×16+21×30+5×16	892	预应力砼组合箱梁/矮 T 梁
3	K10+512	紫溪桥	4×16	70	预应力砼矮 T 梁

六、东岙大桥结构设计说明

6.1 桥梁概况

东岙大桥位于宁海县西店镇，桥梁位于整体式路基段，桥梁桩号为 K2+897～K5+036.5，桥梁全长 2139.5m。桥跨布置为：61×30+19×16,共计十七联。桥梁上部结构采用装配式预应力砼加强型组合箱梁和矮 T 梁。

桥梁起点桥台采用柱式台，钻孔灌注桩基础，终点桥台采用座板台，钻孔灌注桩基础。

本桥在桩号 K3+650 处上跨国庆渔港码头，被交路宽 17.0m，与左线交角 90°，通行净空为 4.5m。

大桥沿海岸外侧滩涂分布，地形平坦，场地表部分布海积淤泥，灰色，流塑状，厚 0.5～2m，其下为坡洪积粉质黏土、含砾粉质黏土，可塑状，厚约 1～8m；底部为 5～13m 的花岗岩残积土；下伏基岩为花岗岩，全风化厚度大，有差异风化现象。小里程桥台中风化基岩埋深 19.7m，桥身段中风化基岩埋深普遍大于 40m。

6.2 设计要点

6.2.1 上部结构

桥梁按双幅桥梁设计，桥梁宽均为33.0m，为标准断面，左右幅均横向布置4片加强型组合箱梁或10片矮T梁，组合箱梁湿接缝宽75cm，矮T梁湿接缝宽35.5cm。

30m加强型组合箱梁梁高1.85m，16m矮T梁梁高0.915m，具体结构设计情况说明详见《桥涵通用设计图》。

6.2.2 下部结构

30m组合箱梁常规桥墩采用三柱式墩+盖梁桥墩，不同的墩身高度，桥墩结构尺寸见下表

2、 龙东大道（罗山路-G1501）改建工程 3 标

中标通知书

报建编号	1702PD0443
标段号	C03
发包方式	公开招标

上海市建设工程施工中标通知书

（第二联：中标人）

上海隧道工程有限公司 ：

我单位 龙东大道（罗山路~G1501）改建工程3标 工程，经评审由你单位中标。请你单位自中标通知书发出之日起30日内，来我单位签订书面合同。

建设地点	罗山路~G1501，K9+900~K12+150				
建筑面积	0平方米		建筑规模	详见项目明细表	
绿化面积	0平方米				
中标价	97588万元		工期	884日历天	
注册建造师	李林	注册专业	市政公用	注册号	沪131161606142
备注	1、暂列金额 0 万元。 2、暂估价 5447.8934 万元； 其中专业工程暂估价 5447.8934 万元。 详见专业工程暂估价明细表。				

招标人：（盖章） 法定代表人：（盖章）

2018 年 9 月 6 日 2018 年 9 月 6 日

附注：

1. 通知书一式四联，第一联：招标人；第二联：中标人；第三联：招标投标监管部门；第四联：交易中心。
2. 本中标通知书可通过二维码在上海市建筑业官方微信验证。

上海市建设工程招标投标管理办公室 制
2017版

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施工合同关键页扫描件

2020/11/19

合同信息报送编号： W2018100133535

上海市建设工程合同信息表(施工总包)

编号:1702PD0443CZ03

项目信息				
报建编号	1702PD0443	项目名称	龙东大道（罗山路~G1501）改建工程	
建设单位	上海浦东工程建设管理有限公司			
工程地点	罗山路~G1501		所在区县	浦东
单位性质	国有企业	投资额(万元)	730298.0000	
总建筑面积(平方米)	0.0000	建设规模		
合同信息				
施工标段号	C03	发包方式	公开	
专业承包合同	否	专业工程类别	无	
合同名称	龙东大道（罗山路~G1501）改建工程3标			
发包单位	上海浦东工程建设管理有限公司			
承包单位	**企业名称**			
	上海隧道工程有限公司(主)			
项目负责人	李林			
证件类型	身份证	证件号	371402198203242313	
项目类别	市政公用工程			
工程类别	城市道路工程			
工程规模	道路等级：A- ；			
承包内容描述	道路工程、桥梁工程、雨污水排管工程以及绿化、信号灯、交通标志标线等道路附属设施。			
合同价(万元)： 97588.0000 ，其中暂列金额(万元) 0.0000 ，				
暂估价(万元)： 5447.8934 ，安全防护、文明施工措施费(万元)： 1970.0000 。				
开、竣工日期	2018年9月10日 至 2020年10月31日		合同签订日期	2018年9月9日
合同起止日期(合同有效期)	合同开工之日至竣工结算完成		结算方式	单价合同
合同工期（日历天）	791			
附注及其他说明：				
双方单位承诺依法签订合同，合同报送信息真实，与合同一致。				

上海浦东工程建设管理有限公司 数字签名：
GP/oNF9KB2E1WDCosAOrgG/cbHoiGDIQbmgAoTlWBaNZj3qUD7dVvHdMvx6+K3qR/bDrWnU/DrSITvvJb9g
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ZP5Q==

上海隧道工程有限公司 数字签名：
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4S+lLdq8X2vsDJZXjV3c2PT4tLddNB4MgzH8tE5an7Rr1q78xdkB/6nguWB3rbNB/jEkepxTZHzYS1x/1oqoJy8v
Jzb/MfHAzkIXH1d8UpiG2pfkrgKqB4PWZEWsZHl8omskQSaR66CNJp16+RS34WKGE6Jtvmc1XTNQIVgpXiq
R05RpRlyPosyJpZdcgl7O2GtiBWy3KTpWbIUbSE4T4z+EWeWMrED646J5nXETv4NM0YGR+dXG++duZlY7
KQVdug==

2018/11/8 12:57:14

建设工程施工合同

项 目 名 称：龙东大道（罗山路-G1501）改建工程 3 标

工 程 地 点：浦东新区

发　包　人：上海浦东工程建设管理有限公司

承　包　人：上海隧道工程有限公司

签 订 日 期：2018 年 9 月 9 日

第一部分　建设工程施工合同协议书

发包人：上海浦东工程建设管理有限公司

承包人：上海隧道工程有限公司

依照《中华人民共和国合同法》、《中华人民共和国建筑法》及其它有关法律、行政法规，遵循平等、自愿、公平和诚实信用的原则，双方就本建设工程施工事项协商一致，订立本合同。

一、工程概况

工程名称：龙东大道（罗山路-G1501）改建工程 3 标

工程地点：浦东新区

工程内容：道路工程、桥梁工程、雨污水排管工程以及绿化、信号灯、交通标志标线等道路附属设施。

群体工程应附承包人承揽工程项目一览表

工程立项批准文号：沪浦发改城【2017】356 号

资金来源：政府财力资金

二、工程承包范围和承包方式

承包范围：本标段工程范围：K9+900~K12+150，长度约 2250m。

承包方式：包工、包料（招标人自行采购的材料和设备除外）、包工期、包质量、包安全文明施工和包协调管理、包验收通过移交的施工总承包方式。

三、合同工期：

开工日期：2018 年 9 月 10 日（开工日期以甲方书面发出的开工令为准）

竣工日期：2020 年 10 月 31 日（竣工日期以验收合格之日为准）

四、质量标准

工程质量标准：一次验收合格率 100%，争创上海市、浦东新区市政工程金奖。

五、管理目标

1、质量目标：上海市浦东新区市政工程金奖；上海市市政工程金奖；

2、安全目标：安全生产事故为零。

3、文明施工目标：上海市文明工地；上海市文明示范工地。

六、合同价款

合同总价（中标价）

金额（大写）：975880000元（人民币）。

￥：玖亿柒仟伍佰捌拾捌万元。

其中:分部分项工程量清单费用为736008306元，措施项目费用52444506元（其中安全、文明、环保、临设四项费用合计19700000元），其他费用56113302元。（本合同金额为暂定价，最终价款以审计为准）

七、组成合同的文件

下列文件对合同双方均有约束力，组成本合同的文件及优先解释顺序如下：

（1）合同履行中发包人与承包人有关工程的洽商、变更等书面协议或文件

（2）本合同协议书及附件

（3）中标通知书

（4）招标文件（投标须知、工程量清单总说明、工程量清单）及招标答疑会纪要

（5）本合同专用条款

（6）本合同通用条款

（7）投标文件澄清纪要

（8）投标文件（含工程投标报价单或预算书）

（9）标准、规范及有关技术文件

（10）图纸

八、承包人向发包人承诺按照合同的约定进行施工、竣工并在质量保修期内承担工程质量保修责任。承包人在质量保修期届满后至工程设计使用年限内，对工程承担维修责任。

九、发包人向承包人承诺按照合同约定的期限和方式支付合同价款及其他应当支付的款项。本工程为政府财力投资项目，所有款项的拨付须以财力资金到位为前提。

十、本协议项下发包人作出的所有通知、声明等书面文件按照以下地址寄交承包人方，无论通过预付邮资的快递、挂号信或发送到承包人指定邮箱，该通知将被认定为已送达。

地址：大连路118号405室

邮箱：stec2@vip.163.com

联系人：罗伯涛

电话：021-32500999

十一、合同生效

合同订立时间：2018 年 9 月 9 日

合同订立地点：浦东新区唐陆路 2555 号

本合同双方盖章之日生效。

发包人（盖章）：	承包人（盖章）：
法定代表人：	法定代表人：
委托代理人：	委托代理人：
经办人：马佳麒	经办人：
地址：唐陆路 2555 号	地址：
邮政编码：201210	邮政编码：
电话：021-58969000	电话：
传真：	传真：
开户银行：	开户银行：
账号：	账号：

交（竣）工验收证明扫描件

建设工程竣工验收报告

（市政工程）

工程名称：龙东大道（罗山路~G1501）改建工程 3 标

施工许可编码：1702PD0443D01

建设单位：上海浦东工程建设管理有限公司

竣工验收日期：2021 年 05 月 07 日

上海市建筑业管理办公室制

多孔跨径总长 2016.9m

市政工程竣工验收报告

工程项目	龙东大道（罗山路~G1501）改建工程	标段	3标

高架工程：

分类	工程内容	跨径组合（m）
主线桥	混凝土小箱梁	29.5x14+29.25x4+28.75x2+30+28.5x2+27x2+27.75x2+28.5x6+29x4+30x3+27.75x2+28+28.5x3+29x3+26x6+30x2+29x5+29.5x2+30x6
	简支叠合梁	40+42+40
	桩基Φ0.8	1277
	承台	97
	盖梁	72
浦东运河地面桥	混凝土小箱梁	（29x3+26+30+26+21.5x2+26+30+26+29x3）x2
	双层钢桁梁	120
	桩基Φ0.6	189
	桩基Φ0.8	358
	桩基Φ1.5	40
	承台	14
	桥台或盖梁	16
	非机动坡道桥	(29x2+26+30+26+20)x4
	坡道桥桩基Φ0.8	92
	坡道桥承台	10
	坡道桥桥台或盖梁	14
匝道桥	混凝土小箱梁	28x5+30+28x3+29.5x5+29.25x3
	简支叠合梁	40
	桩基Φ0.6	48
	桩基Φ0.8	109
	承台	16
	桥台或盖梁	18
东横港地面桥	混凝土空心板梁	16x3
	桩基Φ0.8	109
	承台	8
	桥台和盖梁	8

实物工作量

道路工程：

地面道路机动车道面积约为 52278m2；非机动车道面积约为 15750m2；人行道面积约为 13142m2。

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路面种类	路面结构类型（由上至下）	厚度(cm)	路面种类	路面结构类型（由上至下）	厚度(cm)
地面机动车道新建路面	SMA-13（SBS 改性）	4	地面桥梁(钢桁架桥)	SMA-13（SBS 改性）	4
	AC-20C 中粒式沥青混凝土（岩沥青改性沥青）	6		AC-20C 中粒式沥青混凝土（岩沥青改性沥青）	6
	AC-25C 粗粒式沥青混凝土	8		UHPC 超高性能混凝土	5
	橡胶沥青应力吸收层	1	高架桥梁(小箱梁和组合梁)	OGFC-13（改性）	4
	C30 水泥混凝土（顶面骑缝贴 SBS 防裂贴，宽 50CM）	30		稀浆封层+聚酯玻纤布+粘层油	0.6
	砾石砂	15		AC-20C 中粒式沥青混凝土（改性）	6
地面非机动车道新建路面	AC-13C 细粒式沥青混凝土	4		同步碎石封层	0.5
	ATB-25 沥青稳定碎石	8		C50 防水混凝土	10
	橡胶沥青应力吸收层	1	高架桥梁(钢箱梁)	OGFC-13（改性）	4
	C30 水泥混凝土（顶面骑缝贴 SBS 防裂贴，宽 50CM）	20		稀浆封层+聚酯玻纤布+粘层油	0.6
	砾石砂	15		AC-20C 中粒式沥青混凝土	6
人行道结构	同质砖	6		同步碎石封层	0.5
	干拌水泥沙找平层	3		纤维增强型防水层	0.2
	C20 细石混凝土	10		C50 钢纤维防水混凝土	10
	砾石砂	10			
地面桥梁(组合梁和空心板梁)	SMA-13（SBS 改性）	4	高架桥梁(钢桁架桥)	OGFC-13（改性）	4
	AC-20C 中粒式沥青混凝土（岩沥青改性沥青）	6		稀浆封层+聚酯玻纤布+粘层油	0.6
	同步碎石封层	0.5		AC-20C 中粒式沥青混凝土（改性）	6
	防水混凝土垫层	10		同步碎石封层	0.4
浦东运河地面非机	SMA-13（SBS 改性）	4	新建联络道路	细粒式沥青砼(AC-13C)	4

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动车坡道	AC-20C 中粒式沥青混凝土（岩沥青改性沥青）	6	面结构	中粒式沥青砼(AC-20C)	7
	同步碎石封层	0.5		乳化沥青稀浆封层	0.6
	防水混凝土垫层	10		C30 水泥混凝土	20
浦东运河人行梯道	防滑墙面砖	2		砾石砂	15
	水泥砂浆粘结层	1	钢桁架下人非道	薄层环氧钢桥面铺装	0.8
	水泥砂浆找平层	20-23			
	防水层				

排水工程：

序号	名称	规格(mm)	单位	数量
1	HDPE 双壁缠绕管	DN300 雨水连管	米	485
2	承插式钢筋砼管	φ300 雨水连管	米	936
3	HDPE 双壁缠绕管	DN400 雨水连管	米	185
4	承插式钢筋砼管	φ400 雨水连管	米	2035
5	离心浇铸玻璃钢夹砂管	DN600	米	1703
6	离心浇铸玻璃钢夹砂管	DN800	米	364
7	承插式钢筋砼管	φ1000	米	31

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					54
	8	离心浇铸玻璃钢夹砂管	DN1000	米	887
	9	企口式钢筋混凝土管	φ1350	米	304
	10	检查井	1000x1050	座	59
	11	检查井	1000x1300	座	11
	12	检查井	1000x1500	座	131
	13	检查井	钢筋砼乙式三通交汇井	座	10
	14	检查井	钢筋砼二通转折井	座	13
	15	排出口	φ1350 出口挡土墙	个	4
	16	平式单箅雨水口		个	130
	17	平式双箅雨水口		个	131
	18	高架落水收集井	480x480	座	223
	19	钢筋砼盖板明沟			
施工单位名称	上海隧道工程有限公司，项目经理：王强辉				
勘察单位名称	上海协力岩土工程勘察有限公司				

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设计单位名称	上海市城市建设设计研究总院（集团）有限公司		
监理单位名称	上海建浩工程顾问有限公司		
工程报建时间	2018 年 12 月 5 日	开工时间	2019 年 3 月 1 日
工 程 造 价	9.7588 亿元		

工程概况

本工程西起华东路东侧约 65m 处（桩号 K9+900.000），东至东胜路东侧约 240m 处（桩号 K12+150.000），全长 2.25km，沿线设置平行匝道 1 对（匝道接地点位于华东路和东横港之间）。道路主线按城市快速路标准，采用高架形式；地面道路按城市主干路等级实施，规划红线宽度 60m；采用主线双向 6 车道+辅道双向 6 车道规模建设。本工程施工内容包括道路工程、桥梁工程、高架立交工程、雨水排管工程以及绿化、信号灯、交通标志标线等道路附属设施。

高架工程：高架桥梁全长 2.25km，沿线布置平行匝道 1 对。高架线路跨越路口共 4 处（宏秋路、丽雅路、川沙路、东胜路），跨越河道 2 条（东横港、浦东运河）。本工程高架、平行匝道上部结构除跨越路口及跨越浦东运河桥河道外，均采用小箱梁结构。路口为钢混叠合梁，浦东运河主桥为单跨 120m 双层双幅钢桁梁。东横港桥采用三跨 16m 空心板梁。

道路工程： 地面机动车道新建路面结构：4cmSMA-13(SBS 改性)、粘层 PCR(0.5L/m²)、6cm AC-20C 中粒式沥青混凝土（天然岩沥青改性）、粘层 PCR(0.5L/m²)、8cm AC-25C、粗粒式沥青混凝土、粘层 PCR(0.5L/m²)、1cm 橡胶沥青应力吸收层、30cm C30 水泥混凝土（顶面骑缝贴 SBS 防裂贴，宽 50cm）、15cm 砾石砂，高架范围内的地面道路内侧车道路面基层配双层钢筋网片（8@20 进行）加强。地面非机动车道新建路面结构：4cm AC-13C 细粒式沥青混凝土、粘层 PCR(0.5L/m²)、8cm ATB-25 沥青稳定碎石、1cm 橡胶沥青应力

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吸收层 20cm C30 水泥混凝土（顶面骑缝贴 SBS 防裂贴，宽 50cm）、15cm 砾石砂。人行道结构：6cm 同质砖、3cm 干拌水泥砂找平层、10cm C20 细石混凝土、10cm 级配碎石、总厚度 29cm、人行道土基的压实度必须大于等于 90%（轻型压实标准）。人行道上设置导盲砖，在交叉口设置残疾人无障碍设施。

排水工程：1、本工程雨水管道管径<DN600 雨水连管采用 HDPE 双壁缠绕管和混凝土管；管径≥DN600 采用离心浇铸玻璃钢夹砂管、钢筋混凝土管。离心浇铸玻璃钢夹砂管或 HDPE 管采用止水橡胶圈接口；管道埋深≤4.5m 的管道采用环刚度≥10kN/m2，4.5m＜管道 埋深＜6.5m 的管道采用环刚度≥12.5kN/m2，管道埋深≥6.5m 的管道采用环刚度≥16kN/m2。2、其它（1）根据排水系统规划，龙东大道全线不设置污水收集管，故本工程龙东大道（罗山路～G1501）改建工程 3 标段无新建或改建污水收集管。（2）本工程雨水检查井雨水检查井均采用混凝土结构检查井。

竣工验收程序：

1、本工程已具备竣工验收条件。
2、审阅施工、勘察、设计、监理递交的“工程质量合格证明”。
3、确定验收组组长及成员名单，并召开会议制定验收方案。
4、验收小组在约定时间进行竣工验收并达成竣工验收意见。

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竣工验收内容：

1、由建设、施工、监理、设计、勘察单位分别汇报工程项目概况，建设质量概况，合同履约及执行国家法律、法规和工程建设强制性标准情况。
2、验收人员审阅各方的工程档案，从项目立项、招投标、勘察、设计、监理及施工管理资料进行检查。
3、对实地进行实测实量、外观、使用功能性试验资料等检查。
4、验收组对检查结果进行汇总、讲评，并最后达成竣工验收意见，符合国家质量标准。

竣工验收组织：

1、由建管公司组织成员验收小组。
2、由建管公司法定代表人委托公司　　担任验收小组组长。
3、验收小组成员分别由勘察、设计、施工、监理单位等有关负责人参加。

竣工验收标准：

1、建设部《工程建设标准强制性条文》（城市建设部分）
2、上海市《工程建设地方标准强制性条文》
3、《城镇道路工程施工与质量验收规范》（CJJ1-2008）
4、《城市桥梁工程施工与质量验收规范》（CJJ2-2008）
5、《给水排水管道工程施工及验收规范》（GB50268-2008）
6、上海市《城市道路桥梁工程施工质量验收规范》（DG/TJ08-2152-2014）
7、《混凝土结构工程施工质量验收规范》（GB50204-2015）
8、《公路工程装配式施工质量验收评定标准》（DG/TJ 08-2250-2017）

对勘察单位评价：

1、勘察单位资质为甲级。
2、勘察单位能按合同认真履行职责，并能按标准执行勘察工作。
3、勘察报告内容与实物质量相符。

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对设计单位评价：

1、设计单位资质为甲级。
2、设计单位能按合同认真履行职责，并按强制性标准进行设计工作。
3、设计单位对变更设计予以认可。
4、实物质量符合设计图纸及有关设计文件。

对施工单位评价：

1、施工单位资质为市政一级。
2、施工单位能按合同认真履行职责，并按强制性标准进行施工。
3、对施工过程中的质量问题能及时整改。
4、实物质量符合设计图纸及强制性标准要求。

对监理单位评价：

1、监理单位资质为甲级。
2、监理单位能按合同认真履行职责，并按强制性标准进行监理，已完成工程设计和合同约定的各项内容，达到竣工标准。
3、对工程质量评定等级与现行标准相符合，对工程质量存在的问题能及时进行检查，并督促整改，验收合格后允许下道工序施工。

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建设单位执行基本建设程序情况：

1、 根据规划进行项目的预可行性研究项目建设书；

2、 进行工程可行性研究，编制可行性研究报告；

3、 编制初步设计文件；

4、 编制施工图设计文件；

5、 编制项目招标文件；

6、 根据批准的项目招标文件为合格预审结果组织项目招标；

7、 根据国家有关规定，执行征地、拆迁等施工前准备工作，编制开工报告；

8、 组织实施，并按施工图进行施工；

9、 项目完工后，编制竣工图表和工程结算，办理项目验收；

10、竣工验收合格后，组织项目后评价及养护移交。

工程竣工验收意见：

经建设单位组织验收，本工程符合下列要求：

1、符合我国现行法律、法规要求。

2、符合我国现行建设工程强制性标准、规范要求。

3、符合设计文件和施工合同要求

4、工程质量资料齐全，试验资料有效，符合施工规范标准要求。

5、本工程排水工程、道路工程、桥梁工程均符合范要求

工程质量等级（如有多个单位工程，可不填）：合格

工程竣工验收结论：

符合国家质量标准，同意使用！

注：结论为：是否符合国家质量标准；能否同意使用！

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竣工验收人员签字

验收组职务	姓　名	工作单位	技术职称	单位职务
验收组组长	王宝强	上海浦东工程建设管理有限公司		项目经理
副组长	李康建	上海建浩工程项目管理有限公司		总监
验收组成员	王强强	上海申通地铁工程有限公司		项目经理
	蒋士勇	上海协力岩土工程勘察有限公司		项目负责人
	王旭光	上海申通地铁设计研究总院有限公司		项目负责人
	龙大勇	上海隧道工程有限公司		项目总工

建设单位项目负责人：_____　（公章）

2021 年 3 月 31 日

注：建设单位对经竣工验收的工程质量全面负责

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单位工程质量等级评定汇总表

序号	单位工程名称	工程造价（万元）	工程质量等级			
			施工单位	设计单位	监理单位	建设单位
1	高架主线工程	52516	合格	合格	合格	合格
2	排水工程	4766	合格	合格	合格	合格
3	道路工程	14194	合格	合格	合格	合格
4	地面桥梁工程（东横港桥）	2252	合格	合格	合格	合格
5	地面桥梁工程（浦东运河桥桥）	23860	合格	合格	合格	合格

施工单位	设计单位	监理单位	建设单位
（公章）	（公章）	（公章）	（公章）

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竣工验收记录

工程名称	龙东大道（罗山路～G1501）改建工程 3 标	开工日期	2019 年 3 月 1 日
施工单位	上海隧道工程有限公司	竣工日期	2021 年 3 月 31 日
项目负责人	王强辉	技术负责人	袁天驷
合同造价（万元）	97588	施工决算（万元）	暂未决算

验收范围及数量：

本工程西起华东路东侧约 65m 处（桩号 K9+900.000），东至东胜路东侧约 240m 处（桩号 K12+150.000），全长 2.25km，沿线设置平行匝道 1 对（匝道接地点位于华东路和东横港之间）。道路主线按城市快速路标准，采用高架形式；地面道路按城市主干路等级实施，规划红线宽度 60m；采用主线双向 6 车道+辅道双向 6 车道规模建设。本工程施工内容包括道路工程、桥梁工程、高架立交工程、雨水排管工程以及绿化、信号灯、交通标志标线等道路附属设施。

高架工程：高架桥梁全长 2.25km，沿线布置平行匝道 1 对。高架线路跨越路口共 4 处（宏秋路、丽雅路、川沙路、东胜路），跨越河道 2 条（东横港、浦东运河）。本工程高架、平行匝道上部结构除跨越路口及跨越浦东运河桥河道外，均采用小箱梁结构，主线高架标准桥宽 25m，标准跨径 30m；宏秋路、丽雅路、东胜路路口为钢混叠合梁，跨径分别为 40m、42m、40m；浦东运河桥为单跨 120m 双层双幅钢桁梁。

道路工程：标准断面地面道路：4.75m（绿化带）+4.0m（人行道）+3.5m（非机动车道）+3.0m（侧分带）+11m（机动车道）+7.5m（中央分隔带）+11m（机动车道）+3.0m（侧分带）+3.5m（非机动车道）+4.0m（人行道）+4.75m(绿化带）=60.0m。

排水工程：本工程排水工程仅包含敷设雨水管道，排水工程的起点桩号与终点桩号与道路工程相同。

存在问题及处理意见：

无遗留问题。

对工程的质量评价：

本工程质量符合有关法律、法规、工程建设强制性标准、设计文件和合同要求，各分部、分项工程质量全部合格，质量控制资料核查符合要求，安全和主要使用功能核查及抽查结果符合要求，观感质量验收符合要求，管理及技术资料完整，各项记录签字、盖章齐全、有效。自评 合格 。经业主及相关部门检查，施工质量符合设计及相关规范要求。

竣工验收日期	2021 年 3 月 31 日
参加竣工验收单位意见	

建设单位	签名：（盖章）	设计单位	签名：（盖章）
监理单位	签名：（盖章）	施工单位	签名：（盖章）

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获奖证书

证　书

上海隧道工程有限公司：

你单位总承包的龙东大道（罗山路~G1501）改建工程通过2024年度市政工程最高质量水平评价。

中国市政工程协会

二零二四年七月

编号：市243101415

五、投标人同类工程施工业绩（香港）

声明表格

河套深港科技创新合作区西面跨河连接桥（深圳段）建设工程和（香港段）建设工程施工

声明表格

（有关进行中的工程合约资料）

致：深圳市交通公用设施建设中心

日期：2026 年 5 月 25 日

敬启者：

1. ［~~我/~~我们］参照就上述合约提交的标书。

2@. *［~~我/~~我们］谨此根据特别招标条款确认，*［~~我/~~我们］在相关期间^内于香港持有一项或多项进行中的工程合约。有关其中一项此类进行中工程合约的进一步资料及证明文件如下：

Contract No. 合约编号	Contract Name 合约名称	Buildings Department Reference No. (if applicable) 屋宇署参考编号（如适用）	Employer / Client Name 雇主/客户名称	Other Details (e.g. name and contact details of the Engineer / Architect / Surveyor / Supervising Officer / Authorised Person, such as telephone number, fax number, email address, etc.) 其他资料（例如：工程师 / 建筑师 / 测量师 / 监管人员 / 获授权人士的姓名及其联系资料，例如：电话号码、传真号码、电邮地址等）	Documentary Evidence# (e.g. Articles of Agreement, recent correspondence issued by the Engineer / Architect / Surveyor / Supervising Officer / Authorised Person for the contract, etc.) 证明文件#（例如：合约协议书、由工程师 / 建筑师 / 测量师 / 监管人员 / 获授权人士就该合约发出的近期往来信件等）
DC/2025/07	Relocation of Sha Tin Sewage Treatment Works to Caverns - Civil Works for Sewage Treatment Facilities and Associated Works 搬迁沙田污水处理厂往岩洞—污水处理设施的土木工程及相关工程	N/A 不适用	DSD 渠务署	Engineer / Project Manager: Mr. TM YIP, Ben (DSD); Telephone: 3965 8005; Fax: 3103 0003; Email: tmyip@dsd.gov.hk 工程师 / 项目经理：叶达明先生（渠务署）： 电话：3965 8005； 传真：3103 0003； 电邮：tmyip@dsd.gov.hk	Please refer to the Annex 详请参考附件
ND/2024/08	Fanling North New Development Area, Remaining Phase: Site	N/A 不适用	CEDD 土木工程署	Engineer / Project Manager: Ms. Joyce YY LAU (CEDD North Development Office); Telephone: 3547 1608; Fax: 3547 1658;	

第 1 页，共 3 页

Contract No. 合约编号	Contract Name 合约名称	Buildings Department Reference No. (if applicable) 屋宇署参考编号（如适用）	Employer / Client Name 雇主/客户名称	Other Details (e.g. name and contact details of the Engineer / Architect / Surveyor / Supervising Officer / Authorised Person, such as telephone number, fax number, email address, etc.) 其他资料（例如：工程师 / 建筑师 / 测量师 / 监管人员 / 获授权人士的姓名及其联系资料，例如：电话号码、传真号码、电邮地址等）	Documentary Evidence# (e.g. Articles of Agreement, recent correspondence issued by the Engineer / Architect / Surveyor / Supervising Officer / Authorised Person for the contract, etc.) 证明文件#（例如：合约协议书、由工程师 / 建筑师 / 测量师 / 监管人员 / 获授权人士就该合约发出的近期往来信件等）
	Formation and Infrastructure Works (West) 粉岭北新发展区余下阶段一地盘平整和基础设施工程（西）			Email: joycelau@cedd.gov.hk 工程师 / 项目经理：刘晓欣女士，太平绅士（土木工程署北拓展处）； 电话：3547 1608； 传真：3547 1658； 电邮：joycelau@cedd.gov.hk	
ND/2024/03	Kwu Tung North New Development Area, Remaining Phase: Improvement Works of Fanling Highway (Kwu Tung Portion) and Associated Works 古洞北新发展区余下工程一粉岭公路（古洞段）改善工程及相关工程	N/A 不适用	CEDD 土木工程署	Engineer / Project Manager: Mr. CHEUNG Ka Leung, Tony (CEDD North Development Office); Telephone: 3547 1608; Fax: 3547 1658; Email: tonyklcheung@cedd.gov.hk 工程师 / 项目经理：张家亮先生（土木工程署北拓展处）； 电话：3547 1608； 传真：3547 1658； 电邮：tonyklcheung@cedd.gov.hk	
DC/2024/03	Drainage Improvement Works in Wong Tai Sin 黄大仙雨水排放系统改善工程	N/A 不适用	DSD 渠务署	Engineer / Project Manager: Ms. HO Ka Yee, Carol (DSD); Telephone: 2594 7038; Fax: 3104 6426; Email: carolho@dsd.gov.hk 工程师 / 项目经理：何家仪女士（渠务署）； 电话：2594 7038； 传真：3104 6426； 电邮：carolho@dsd.gov.hk	

Contract No. 合约编号	Contract Name 合约名称	Buildings Department Reference No. (if applicable) 屋宇署参考编号（如适用）	Employer / Client Name 雇主/客户名称	Other Details (e.g. name and contact details of the Engineer / Architect / Surveyor / Supervising Officer / Authorised Person, such as telephone number, fax number, email address, etc.) 其他资料（例如：工程师 / 建筑师 / 测量师 / 监管人员 / 获授权人士的姓名及其联系资料，例如：电话号码、传真号码、电邮地址等）	Documentary Evidence# (e.g. Articles of Agreement, recent correspondence issued by the Engineer / Architect / Surveyor / Supervising Officer / Authorised Person for the contract, etc.) 证明文件#（例如：合约协议书、由工程师 / 建筑师 / 测量师 / 监管人员 / 获授权人士就该合约发出的近期往来信件等）
ED/2018/05	Kai Tak Development - Stage 5B Infrastructure Works at the Former North Apron Area 启德发展计划—前北面停机坪第5B期的基础设施工程	N/A 不适用	CEDD 土木工程署	Engineer / Project Manager: Mr. FUNG Yiu Cheung, Dennis (CEDD East Development Office); Telephone: 3842 7087; Fax: 2739 0076; Email: dycfung@cedd.gov.hk 工程师 / 项目经理：冯耀祥先生（土木工程署东拓展处）； 电话：3842 7087； 传真：2739 0076； 电邮：dycfung@cedd.gov.hk	

[注#：请列出投标者提交的证明文件。]

[注^：“相关期间”指介乎并包括以下两个日期在内的期间：

(i) 原定截标日期（如已延期，则指延期后的日期）所属月份之前的第 14 个历月的首日；以及

(ii) 原定截标日期（如已延期，则指延期后的日期）所属月份之前的第 3 个历月的末日。]

2@. *[~~我/~~我们] 谨此根据特别招标条款确认，*[~~我/~~我们] 在相关期间内于香港没有任何进行中的工程合约。

[注@：投标者应根据实际情况提交上述两项声明 (2) 中的其中一项。]

3. *[~~我/~~我们] 明白上述提供的资料将用于评估 *[~~我/~~我们] 为上述合约提交的标书，并须经核实检查。*[~~我/~~我们] 同意本声明中提供的资料可披露给第三方用于核实目的。

张振（获授权签署人）

上海隧道工程股份有限公司

（由投标者代表签署；如属联合体，则由相关参与者或股东代表签署）

删除/按需要修改。

DC/2025/07

Relocation of Sha Tin Sewage Treatment Works to Caverns - Civil Works for Sewage Treatment Facilities and Associated Works

DC/2025/07

搬迁沙田污水处理厂往岩洞一污水处理设施的土木工程及相关工程

Articles of Agreement
合约协议书

香港特別行政區政府 The Government of the Hong Kong Special Administrative Region
渠 務 署 **Drainage Services Department**
香港灣仔告士打道 5 號稅務大樓 43 樓 43/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong

來函檔號 Your Ref :
本署檔號 Our Ref : (01DE0B) in DSD CRR 7/7/805/1 DC2507
電 話 Tel : (852) 2594 7006
傳 真 Fax : (852) 2827 0287

By e-TS(WC), Fax (2861 2568) and Post

18 December 2025

Alchmex – STEC Joint Venture
29/F, China Overseas Building,
139 Hennessy Road,
Hong Kong
(Attn: Mr. HUNG Cheung Shew)

Dear Sirs,

Contract No. DC/2025/07
Relocation of Sha Tin Sewage Treatment Works to Caverns –
Civil Works for Sewage Treatment Facilities and Associated Works

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender at a tendered total of the Prices of **Hong Kong Dollars Three Billion Nineteen Million Thirty-six Thousand and Seventy-one (HK$3,019,036,071.00)** is accepted.

The following correspondence forms part of this contract:

Correspondence from Drainage Services Department:

(i) Letter ref. (01DCLD) in CPR 8/4399DS/DC2507 dated 12 December 2025 on "Tender Negotiation" with signed reply slip dated 15 December 2025 from Alchmex – STEC Joint Venture.

Correspondence from AECOM Asia Company Limited:

(ii) Letter ref. DNCM:LKS:whkw:60334056/16.5-2025006634W dated 25 August 2025 on "Tender Addendum No. 1" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

.../2

(iii) Letter ref. TLST:LKS:whkw:60334056/16.5-2025006923W dated 9 September 2025 on "Tender Addendum No. 2" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

(iv) Letter ref. DNCM:LKS:whkw:60334056/16.5-2025007310W dated 18 September 2025 on "Tender Addendum No. 3" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

(v) Letter ref. DNCM:LKS:whkw:60334056/16.5-2025007433W dated 23 September 2025 on "Tender Addendum No. 4" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

(vi) Letter ref TLST:LKS:whkw:60334056/16.5-2025007593W dated 29 September 2025 on "Tender Addendum No. 5" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

(vii) Letter ref. DNCM:LKS:VWHL:whkw:60334056/16.5-2025009006W dated 4 December 2025 on "Tender – Submission of Further Information";

(viii) Letter ref. DNCM:LKS:VWHL:whkw:60334056/16.5-2025009008W dated 4 December 2025 on "Tender Clarification – *activity schedule*";

(ix) Letter ref. DNCM:LKS:RCMY:whkw:60334056/16.5-2025009239W dated 18 December 2025 on "Rates of Delay Damages"; and

(x) Letter ref. DNCM:LKS:VWHL:whkw:60334056/16.5-2025009240W dated 18 December 2025 on "Correspondence Forming Part of the Contract".

<u>Correspondence from Alchmex – STEC Joint Venture:</u>

(xi) Letter ref. CSHK/DCE/TEN/2025/8317 dated 5 December 2025 on "Tender – Submission of Further Information";

(xii) Letter ref. CSHK/DCE/TEN/2025/8318 dated 5 December 2025 on "Tender Clarification – *activity schedule*";

(xiii) Letter ref. CSHK/DCE/TEN/2025/8324 dated 18 December 2025 on "Rates of Delay Damages"; and

(xiv) Letter ref. CSHK/DCE/TEN/2025/8325 dated 18 December 2025 on "Correspondence Forming Part of the Contract".

You should now proceed to effect the insurance policies in accordance with Clause 83 of the *conditions of contract* as amended by the Schedule to the Articles of Agreement, and Annex 3 to the Scope. The policies are to be submitted to me three working days prior to the date set for executing the Articles of Agreement.

.../3

The *Project Manager* and the *Supervisor* for this contract will be Directors or higher positions on behalf of AECOM Asia Company Limited for Consultancy Agreement No. CE 30/2014 (DS) – Relocation of Sha Tin Sewage Treatment Works to Caverns: Caverns and Sewage Treatment Works – Investigation, Design and Construction at 12/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong, who will write to you separately regarding the delegation of actions to their delegates and the *starting date*.

You are to submit to the *Project Manager* the first programme as required by Clause 31.1 of the *conditions of contract* and Clause 3 of the Contract Data Part one; the Subcontractor Management Plan as required by Clause R2(1) of the *additional conditions of contract*; the procedure for competitive selecting suppliers of Plant and Materials, Equipment and insurance as required by Clause S3(1) of the *additional conditions of contract*; the list of staff with all necessary details proposed for the *Contractor*'s management team as required by Clause D1(3) of the *additional conditions of contract*; and the quality policy statement and quality plan as required by Clause 40.2 of the *conditions of contract* as amended by the Schedule to the Articles of Agreement, Clause D36(1) of the *additional conditions of contract* and Clause 4 of the Contract Data Part one. Also, you are to submit to the *Supervisor* the draft Safety Plan as required by Clause D6(2) of the *additional conditions of contract* and the draft Environmental Management Plan as required by Clause D20(2) of the *additional conditions of contract*.

With reference to Clause 28.1 of the *conditions of contract* as amended by the Schedule to the Articles of Agreement, in-principle consent is hereby granted for the assignment of this contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook for Civil Engineering Works (2024 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Client*. Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Client* nor have any representations or warranties been given by the *Client* on the *Contractor*'s financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Client* unless otherwise requested by the *Client*. Notwithstanding the aforesaid, the *Client* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau you must correct this information at least seven days before the date given for executing the Articles of Agreement.

I will advise you later regarding the execution of the Articles of Agreement.

Yours faithfully,

(T M YIP)
Assistant Director / Projects and Development
Drainage Services Department

.../4

Our Ref: (01DE0B) in DSD CRR 7/7/805/1 DC2507

c.c.
Secretary, Central Tender Board
Director of Highways
Director of Audit
Chief Treasury Accountant (Finance), DEVB
Commissioner for Labour
Director of Immigration
Chief Engineer/Cavern Projects, Drainage Services Department
Senior Treasury Accountant, Drainage Services Department
AECOM Asia Company Limited (Attn: Mr. Desmond NG, by fax: 3922 9797)

Internal (Please note in file)
Senior Engineer/Contract Adviser 1, Drainage Services Department
Senior Engineer/Headquarters, Drainage Services Department
Technical Secretary 1, Drainage Services Department

Our Ref: (01DE0B) in DSD CRR 7/7/805/1 DC2507

Recent Correspondence

Issued by Engineer / Architect / Surveyor /
Supervisor / Authorized Person for the Contract

由工程师 / 建筑师 / 测量师 / 监管人员 /
获授权人士就该合约发出的近期往来信件

CB00008

Drainage Services Department
Cavern Projects Division
15/F, Drainage Services Tower, 8 Ying Wa Street,
Cheung Sha Wan, Kowloon, Hong Kong

RECEIVED 10 MAR 2026

渠務署
岩洞工程部
香港九龍長沙灣英華街 8 號
渠務大樓 15 樓

來函檔號 Your Ref:
本署檔號 Our Ref: (01ECLF) in CPC 7/7/29/1
電　話 Tel: (852) 3965 8538
傳　真 Fax: (852) 3965 8543

RESTRICTED
By Post and Fax: 2527 6782

4 March 2026

Alchmex – STEC Joint Venture
29/F, China Overseas Building,
139 Hennessy Road,
Hong Kong
(Attn: Mr. HUNG Cheung Shew)

Dear Sir,

Contract No. DC/2025/07
Relocation of Sha Tin Sewage Treatment Works to Caverns –
Civil Works for Sewage Treatment Facilities and Associated Works

Report on Contractor's Performance
for Period/Quarter Ending 28 February 2026

I enclose herewith an advance copy of the Report on Contractor's Performance for the period 30 December 2025 to 28 February 2026 under the captioned contract.

Please note that the performance report will be subject to endorsement by the Chairman of the Contractors' Performance Reporting Review Committee (CPRRC) of DSD. If the performance report is subsequently amended by the Chairman of the CPRRC, you will be notified accordingly.

In the event of disagreement with the grading in the performance report, you shall notify the Secretary of the CPRRC in advance by mail or by fax to Confidential Registry at 2827 0287 and email to yhpoon@dsd.gov.hk on or before **11 March 2026** and submit written representations to the CPRRC by fax or by hand on or before **23 March 2026** in accordance with the timeframe stipulated in the Contractor Management Handbook for review by the CPRRC.

Yours faithfully,

(YU Chun-sing, Felix)
Chief Engineer/Cavern Projects (Atg.)
Drainage Services Department

c.c.

AECOM Asia Co Ltd (Attn: Mr Robert CHAN) – Fax: 3922 9797

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART I - SUMMARY OF PERFORMANCE

DEPARTMENT/OFFICE: DSD/CP

REPORT FOR QUARTER: (2026Q1) [Quarter] / Period / Maint / Final *

REPORTING PERIOD: From: 30-12-2025 To: 28-02-2026

A Contractor's Details

Contractor's Ref.: AMSTECJV

Contractor's Name: Alchmex – STEC Joint Venture
愛銘建築 - 隧道股份聯營

Contract No.: DC/2025/07 PWP No.: 399DS, 460DS, 445DS

Contract Title: Relocation of Sha Tin Sewage Treatment Works to Caverns – Civil Works for Sewage Treatment Facilities and Associated Works
搬遷沙田污水處理廠往岩洞－污水處理設施的土木工程及相關工程

Type of Contract: [Capital-Design-bid-build] / Capital-Design and Build / Maintenance / Design,Build and Operate / Others

Predominant Category of Work: RD

Tenders invited from

List/Group/Class: AC/C/NA Cat Code: RD Prequalified: N

Contractor's Classification

List: AC Cat Code: RD Group/Class: C/NA

B Contract Stage and Duration

Commencement Date: 30/12/2025
Original Contract Completion Date: 29/10/2030
Original Contract Period: 58.00 months

Section	Completion Dates: Original	Extended	Anticipated/ Certified
1	29/01/2030		29/01/2030 (A)
2	29/01/2030		29/01/2030 (A)
3	29/10/2030		29/10/2030 (A)
4	29/10/2030		29/10/2030 (A)
WHOLE	29/10/2030		29/10/2030 (A)

Contract Stage *

1. Design & Submission of Drawings
2. Under Manufacture
3. [X] Under Construction/Site Work Under Progress
4. Substantial Completion (excluding Establishment Period)
5. Maintenance/Defects Liability Period
6. Defects Liability Certificate Issued
7. Maintenance Certificate Issued
8. Final Payment Certificate Issued

C Contract Value

Original contract sum	$M 3872.00
Estimated value of work done for this quarter	$M 39.68
Estimated value of work done to date	$M 39.68
Estimated value of work outstanding	$M 3832.32
Other matters allowed for in final contract sum	$M 0.00
Estimated final contract sum	$M 3872.00

D Performance

	VG	G	S	P	VP	NA
1. Workmanship			X			
2. Progress			X			
3. Site safety			X			
4. Environmental pollution control			X			
5. Organisation			X			
6. General obligations			X			
7. Industry awareness			X			
8. Resources			X			
9. Design						X
10. Attendance to emergency (term contracts)						X
Overall performance			X			

VG: Very Good
G: Good
S: Satisfactory
P: Poor
VP: Very Poor
NA: Not Applicable

Performance Score of this report: **52.38**

Note:

1. A "Very Poor" in any one of Sections 1, 2, 3 and 4, or Item 6.10 or Item 6.17 (arising from OVTs matters in accordance with DEVB TC(W) No. 5/2020) or Item 6.19 will be a mandatory "Very Poor" in the "Overall performance" and the report will be rated as "Adverse".
2. If the performance score is less than 40, the "Overall Performance" will be a mandatory "Very Poor" and the report will be rated as "Adverse".

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

E Claims #

	No.	Claimed	Assessed	Awarded	Awarded/Assessed	Unresolved
EOT claims						
Up to last period	0	0.00 days	0.00 days	0.00 days	0.00 %	0.00 days
Total to-date	0	0.00 days	0.00 days	0.00 days	0.00 %	0.00 days
Monetary claims						
Up to last period	0	$M 0.00	$M 0.00	$M 0.00	0.00 %	$M 0.00
Total to-date	0	$M 0.00	$M 0.00	$M 0.00	0.00 %	$M 0.00

Attitude to claims: ~~Reasonable~~ / ~~Unreasonable (if unreasonable, comment)~~ / No Claims Submitted

Comment:

F Remarks by Reporting Officer

(Include an assessment of the contractor's overall progress compared to his original programme, see Section 2 of GN. The Chief Engineer/Architect/Surveyor/Head of Office(for Consultants Administered Projects) should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement.)

(see supplementary sheet)

Report **NOT ADVERSE** / ~~**ADVERSE**~~ *

Reported by

(Peter Poon)

~~Engineer~~ / Engineer's Representative / ~~Supervising Officer's Representative~~ / ~~Architect's Representative~~ / ~~Surveyor's Representative~~ / ~~Others~~* for the Contract

Date 28-02-2026

Agreed by

(Desmond Ng)

~~Senior Engineer~~ / Engineer / ~~Supervising Officer~~ / ~~Architect~~ / ~~Surveyor~~ / ~~Others~~* for the Contract

Date 28-02-2026

Endorsed by

(YU, Chun Shing)

Chief Engineer / ~~Architect~~ / ~~Head of Office (for Consultants Administered Projects)~~ / ~~Others~~*

Date 28-02-2026

G Remarks by Reporting Review Committee

(The Chairman of the Reporting Review Committee should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement/amendment.)

This report is endorsed / has been amended *by the Reporting Review Committee
Remarks (only if Engineer/Supervising Officer/Surveyor/Architect/Others report amended):

Appeal received : Yes/No *

Result of appeal : Unfounded/Justified/NA *

Complaint against Appeal Mechanism : Yes/No *

Report **NOT ADVERSE / ADVERSE** *

(.....
Chairman, Reporting Review Committee

Date .....

Number of site instructions issued to-date : 0

(*) 1. Delete as appropriate
2. For the purpose of completing reports on contractors' performance, the terminologies of "Project Manager/Supervisor/Service Manager" and their delegates in NEC are equivalent to "Supervising Officer/ Engineer/ Architect/ Surveyor" and "Supervising Officer's/ Engineer's/ Architect's/ Surveyor's Representative" in GCC respectively. The Project Manager, Supervisor, Service Manager and their delegates should coordinate to complete the reports.

(+) 1. All dates to be shown as dd/mm/yyyy e.g. 31/10/1993 (add suffix (A) or (C) after "Anticipated/Certified")

(#) 1. Claims for monies for measured or varied work, star rates, omitted items etc.should not be treated as a claim.
2. The number of claims entered should not be the number of notices of claims received but should be the number of claims quantified.

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART II - INDIVIDUAL ASPECTS OF PERFORMANCE

Revised Section 1,6 for reports ending on and after 01/06/2014

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 1	**Workmanship**						
1.1	Standard of temporary works			X			
1.2	Standard of materials/equipment supplied						X
1.3	Standard of workmanship, earthworks						X
1.4	Standard of workmanship, structural						X
1.5	Standard of workmanship, finishes						X
1.6	Standard of workmanship, conduit/pipe/duct works						X
1.7	Standard of workmanship, equipment and plant						X
1.8	Standard of workmanship, testing and commissioning						X
1.9	Standard of workmanship, landscape softworks/tree works						X
1.10	Standard of workmanship, others						X
	Overall rating			X			
Section 2	**Progress**						
2.1	Adequacy of programme			X			
2.2	Adherence to programme			X			
2.3	Updating of programme			X			
2.4	Suitability of method and sequence of working			X			
2.5	Achievement in period						X
2.6	Action taken to mitigate delay/catch up with programme						X
	Overall rating			X			
Section 3	**Site safety**						
3.1	Provision and maintenance of plant			X			
3.2	Provision and maintenance of working environment			X			
3.3	Provision of information, instruction and training			X			
3.4	Provision and implementation of safe systems of work			X			
3.5	Employment of safety officer/supervisor			X			
3.6	Site accident record			X			
	Overall rating			X			
Section 4	**Environmental pollution control**						
4.1	Adequacy of water pollution mitigation measures			X			
4.2	Adequacy of noise pollution mitigation measures			X			
4.3	Adequacy of air pollution mitigation measures			X			
4.4	Adequacy of waste pollution avoidance measures			X			
4.5	Compliance with environmental enactments			X			
4.6	Action taken to remedy non-compliance						X
4.7	Implementation of waste management plan			X			
4.8	Implementation of Trip-ticket System to control disposal of construction & demolition materials						X
	Overall rating			X			
Section 5	**Organisation**						
5.1	Adequacy of organisation structure			X			
5.2	Support by head office			X			
5.3	Adequacy of planning of work			X			
5.4	Adequacy of delegation of authority			X			
5.5	Control of supervisory staff by Site Agent			X			
5.6	Management of sub-contractors by Site Agent			X			
5.7	Adequacy of site supervisory staff			X			
5.8	Identification of and responsiveness to problems			X			
5.9	Compliance with provisions in SCC on sub-contracting and submission of the SMP			X			
	Overall rating			X			

REPORT ON CONTRACTOR'S PERFORMANCE

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 6	**General obligations**						
6.1	Cleanliness of site			X			
6.2	Care of works			X			
6.3	Compliance with insurance requirements			X			
6.4	Coordination of utilities and other authorised contractors						X
6.5	Compliance with conditions on road openings						X
6.6	Care of utilities						X
6.7	Compliance with enactments other than environmental			X			
6.8	Adequacy/submission of operational and maintenance manuals						X
6.9	Training of employer's personnel						X
6.10	Adequacy of notice for inspection of works			X			
6.11	Payment of sub-contractors including nominated sub-contractors						X
6.12	Compliance with particulars related to sub-contracting			X			
6.13	Attention to site security			X			
6.14	Attention to records			X			
6.15	Attention to Submission of accounts/valuations			X			
6.16	Control of materials supplied by Government						X
6.17	Preservation and protection of trees			X			
6.18	Compliance with BIM requirements			X			
6.19	Compliance with labour importation requirements			X			
	Overall rating			X			
Section 7	**Industry awareness**						
7.1	Employment of technician apprentices and building & civil engineering graduates						X
7.2	Training of technicians apprentices and building & civil engineering graduates						X
7.3	Care and welfare of workers			X			
7.4	Care of the general public			X			
7.5	Employment of registered skilled workers and registered semi-skilled workers						X
7.6	Training of workers to meet manpower demands						X
7.7	Employment of sub-contractors registered from the Registered Specialist Trade Contractors Scheme			X			
7.8	Anti-mosquito breeding			X			
7.9	Compliance with site uniform requirements			X			
7.10	Productivity enhancements						X
	Overall rating			X			
Section 8	**Resources**						
8.1	Adequacy of plant resources			X			
8.2	Adequacy of labour resources			X			
8.3	Adequacy of material resources			X			
	Overall rating			X			
Section 9	**Design**						
9.1	Collection & appreciation of information (e.g. design codes, design parameters)						X
9.2	Adequacy and quality of design solutions						X
9.3	Environmental friendliness, health & safety, innovation, energy efficiency, life cycle costs and productivity enhancements						X
9.4	Consultation with relevant government departments and utility undertakers						X
9.5	Quality and promptness of design submissions						X
9.6	Quality and timely submission of as-built drawings, maintenance manuals and warranties						X
	Overall rating						X
Section 10	**Attendance to emergency (term contracts)**						
10.1	Response to call						X
10.2	Attendance to on-call emergency repairs						X
10.3	Speed of emergency repairs						X
	Overall rating						X

Standard Proforma of Report on Contractor's Performance	Appendix 4A

RESTRICTED

F Remarks by Reporting Officer (supplementary sheet)

The Contract commenced on 30 December 2025. In the reporting period, the Contractor focused on preparation work, procurement of materials, subcontracting, establishing its site organization and submitting various required documentation.
The current safety organization was considered adequate. During this reporting period, the Contractor's overall progress, when compared with the programme, was satisfactory, and the overall performance is considered "Satisfactory".

ND/2024/08

Fanling North New Development Area, Remaining Phase: Site Formation and Infrastructure Works (West)

ND/2024/08

粉岭北新发展区余下阶段—地盘平整和基础设施工程（西）

Articles of Agreement
合约协议书

RESTRICTED (TENDER)

土木工程拓展署
Civil Engineering and Development Department

北拓展處
North Development Office

Web site 網址: http://www.cedd.gov.hk
E-mail 電子郵件: joycelau@cedd.gov.hk
Telephone 電話: (852) 3547 1608
Facsimile 傳真: (852) 3547 1660
Our ref 本署檔號: ( ) in NDO-30-4160-ND/2024/08-M05-010(R)
Your ref 來函檔號:

葵芳興芳路 223 號
新都會廣場第一座辦公大樓 15 樓 1501 室
Unit 1501, Level 15, Tower I, Metroplaza,
223 Hing Fong Road, Kwai Fong,
N.T., Hong Kong.

By e-TS(WC) and Post

3 December 2025

Gammon – STEC Joint Venture
22/F, Tower 1 and 2, The Quayside,
77 Hoi Bun Road,
Kwun Tong, Kowloon

(Attn.: Mr. HAU Chi Chiu and Mr. ZHANG Zhen)

Dear Sirs,

Contract No. ND/2024/08
Fanling North New Development Area, Remaining Phase:
Site Formation and Instrastructure Works (West)

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender at the tendered total of the Prices of **Hong Kong Dollars One Thousand Seven Hundred Ninety Four Million Five Hundred Twenty Seven Thousand Six Hundred Fifty Eight Only (HK$1,794,527,658.00)** is accepted.

The following correspondence forms part of this contract:

a) Letter from Atkins China Limited (subsequently renamed AtkinsRealis Asia Limited) dated 30 September 2024 (letter ref.: 5191059/20.40/OC1230) regarding the Tender Addendum No. 1 via e-TS(WC);

b) Letter from AtkinsRealis Asia Limited dated 29 October 2024 (letter ref.: 5191059/20.10/OC1247) regarding the Tender Addendum No. 2 via e- TS(WC);

…\2

c) Letter from AtkinsRealis Asia Limited dated 8 November 2024 (letter ref.: 5191059/20.10/OC1259) regarding the Tender Addendum No. 3 e- TS(WC);

d) Acknowledgement of receipt of Tender Addendum Nos. 1 to 3 on e-TS(WC) by Gammon Construction Limited;

e) Letter from AtkinsRealis Asia Limited to Gammon – STEC Joint Venture dated 1 April 2025 (letter ref.: 5191059/20.40/OC1296a) regarding confirmation of over and under-priced items;

f) Letter from Gammon – STEC Joint Venture to AtkinsRealis Asia Limited dated 2 April 2025 (letter ref.: T24146/201/SC/E25.0894) confirming over and under-priced items;

g) Letter from AtkinsRealis Asia Limited to Gammon – STEC Joint Venture dated 3 June 2025 (letter ref.: 5191059/20.40/OC1333) regarding the extension of tender validity period;

h) Agreement to extension of tender validity period from Gammon – STEC Joint Venture to AtkinsRealis Asia Limited dated 4 June 2025;

i) Letter from AtkinsRealis Asia Limited to Gammon – STEC Joint Venture dated 13 November 2025 (letter ref.: 5191059/11.70/OC1405) regarding the rates of delay damages;

j) Letter from Gammon – STEC Joint Venture to AtkinsRealis Asia Limited dated 14 November 2025 (letter ref.: T24146/201/SC/E25.0976) confirming agreement to the rates of delay damages;

k) Letter from AtkinsRealis Asia Limited to Gammon – STEC Joint Venture dated 18 November 2025 (letter ref.: 5191059/11.70/OC1406) regarding the list of correspondence forming part of the contract;

l) Letter from Gammon – STEC Joint Venture to AtkinsRealis Asia Limited dated 18 November 2025 (letter ref.: T241146/201/SC/E25.0978) confirming the agreement to the list of correspondence forming part of the contract; and

m) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(i) Insurance in accordance with NEC Clauses[1] 83 and 84 as amended by Clause I:1 of the *additional conditions of contract*;

…\3

[1] The term "NEC Clause" has the meaning assigned to it in Clause II:1 of the *additional conditions of contract*.

(ii) Third Party Insurance in accordance with Clause 17.1 of the Scope; and

(iii) Professional Indemnity Insurance in accordance with Clause VII:5 of the *additional conditions of contract*.

The policies are to be submitted to the *Project Manager* three working days prior to the date set for executing the Articles of Agreement.

You or your authorised representative are required to attend a meeting held for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TCW No. 7/2014. You will be advised of the details of the meeting under a separate cover.

Both the *Project Manager* and the *Supervisor* for this contract as defined in Clause 1 of the Contract Data Part one will be AtkinsRealis Asia Limited at 13/F, Wharf T&T Centre, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong. The *Project Manager* will write to you separately regarding the delegation of authority to the *Project Manager*'s delegates and the *starting date*.

You are required to submit to the *Project Manager* the programme as required by NEC Clause 31, the Estimates for Tender Price Index ("ETPI") as required by Clause II:5 of the *additional conditions of contract*, the Subcontractor Management Plan as required by Clause V:2 of the *additional conditions of contract*, and the details of the *Contractor*'s Management Team as required by Clause IV:1 of the *additional conditions of contract*. You are also required to submit to the *Supervisor* the Safety Plan and the Environmental Management Plan in accordance with Clause 13.1 and Clause 12.1 of the Scope respectively.

With reference to NEC Clause 28.1, in-principle consent is hereby granted for the assignment of the contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook for Civil Engineering Works (2024 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Client*. Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Client* nor have any representations or warranties been given by the *Client* on the *Contractor's* financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Client* unless otherwise requested by the *Client*. Notwithstanding the aforesaid, the *Client* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

…\4

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(Ms Joyce Y Y LAU)
Project Manager (North)
Civil Engineering and Development Department

c.c.

Secretary, Central Tender Board	Fax No.: 2869 4519
Director of Highways (Attn.: Secretary, MRC for Roads and Drainage Category)	Fax No.: 2714 5216
Director of Audit	Fax No.: 2824 2087
Ch TA (Fin), DEVB	Fax No.: 2523 3950
Commissioner for Labour	Fax No.: 2544 3271
Director of Immigration	Fax No.: 2507 3581
TS/HQ, CEDD	Fax No.: 2714 5174
SE/CA3, CEDD	Fax No.: 2711 7571
AtkinsRealis Asia Limited (Attn.: Mr. Sean WONG)	Fax No.: 2890 8343

Recent Correspondence

Issued by Engineer / Architect / Surveyor /
Supervisor / Authorized Person for the Contract

由工程师 / 建筑师 / 测量师 / 监管人员 /
获授权人士就该合约发出的近期往来信件

- 6 MAR 2026

R 000152

AtkinsRéalis

By Hand

Gammon – STEC Joint Venture
22/F, Tower 1 and 2, The Quayside,
77 Hoi Bun Road,
Kwun Tong, Kowloon
Hong Kong

Attn: Mr. Ricky NG (Site Agent)

OUR REFERENCE:
5191059/32.20(C8)/OC1471/SW/LC/ES

YOUR REFERENCE:

DATE:
4 March 2026

PAGE
1 of 1

Dear Sir,

Contract No. ND/2024/08
Fanling North New Development Area, Remaining Phase:
Site Formation and Infrastructure Works (West)
Contractor's Performance Report for the Quarter from 1 December 2025 to 28 February 2026

I enclose herewith an advance copy of Parts I and II of the above performance report for your reference.

Please note that the report will be subject to the endorsement by the Chairman of Reporting Review Committee (RRC). In the event of disagreement with the grading in the performance report, you have to notify the RRC of your disagreement in advance by fax (fax number 3547 1660) or by hand (Unit 1501, Level 15, Tower I, Metroplaza, 223 Hing Fong Road, Kwai Fong, N.T., Hong Kong) on or before 9 March 2026, and then submit written representations to the RRC by 23 March 2026.

Yours faithfully
For and on behalf of
AtkinsRealis Asia Limited

Sean WONG
Project Manager

Response: No
Due Date: N/A
Attachment: Yes

cc CEDD/NDO Attn: Mr. Wallace TAM (Sr Engr / 26 (N))
AAL Attn: Mr. Eric SIU / CRE

15250 GSJV - ND/2024/08 (Defined Cost)
Date:

	Action	Info	Copy	
Director		✓		
PIC		✓		
QS				
ENG				
BIM				
Planning				
QA				
Safety		✓		
ENV		✓		
Team A				
Team B				
Team C				
Survey				
PR				
Admin				

香港九龍尖沙咀海港城九倉電訊中心十三樓
13/F Wharf T&T Centre, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong
電話 Tel : (852) 2972 1000 傳真 Fax : (852) 2890 6343 電郵 Email : info.hk@atkinsrealis.com

atkinsrealis.com
AtkinsRéalis 是阿特金斯華至亞洲有限公司的商業名稱。
AtkinsRéalis is a trading name of AtkinsRealis Asia Limited.

- 6 MAR 2026
R 000152

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Sean WONG
Project Manager

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Due Date: N/A
Attachment: Yes

cc CEDD/NDO Attn: Mr. Wallace TAM (Sr Engr / 26 (N))
AAL Attn: Mr. Eric SIU / CRE

香港九龍尖沙咀海港城九倉電訊中心十三樓
13/F Wharf T&T Centre, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong
電話 Tel : (852) 2972 1000 傳真 Fax : (852) 2890 6343 電郵 Email : info.hk@atkinsrealis.com

atkinsrealis.com
AtkinsRéalis 是阿特金斯睿萊亞洲有限公司的商業名稱。
AtkinsRéalis is a trading name of AtkinsRealis Asia Limited.

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART I - SUMMARY OF PERFORMANCE

DEPARTMENT/OFFICE: CEDD/NDO

REPORT FOR QUARTER: (2026Q1) [Quarter] / Period / Maint / Final *

REPORTING PERIOD: From: 16/12/2025 To: 28/02/2026

A Contractor's Details

Contractor's Ref.: GSJV

Contractor's Name: Gammon - STEC Joint Venture
金門-陸道聯營

Contract No.: ND/2024/08 PWP No.: 828CL

Contract Title: Fanling North New Development Area, Remaining Phase: Site Formation and Infrastructure Works (West)
粉嶺北新發展區餘下階段一地盤平整和基礎設施工程（西）

Type of Contract: [Capital-Design-bid-build] / Capital-Design and Build / Maintenance / Design,Build and Operate / Others

Predominant Category of Work: RD/SF

Tenders invited from

List/Group/Class: AC/C/NA Cat Code: RD Prequalified: N

Contractor's Classification

List: AC Cat Code: RD Group/Class: C/NA

B Contract Stage and Duration

Commencement Date: 16/12/2025
Original Contract Completion Date: 03/09/2030
Original Contract Period: 56.60 months

Completion Dates

Section	Original	Extended	Anticipated/ Certified
9	18/05/2029		18/05/2029 (A)
10	15/02/2030		15/02/2030 (A)
11	03/09/2030		03/09/2030 (A)
12	18/05/2030		18/05/2030 (A)
13	03/09/2030		03/09/2030 (A)
14a/b	16/11/2028		16/11/2028 (A)
15	03/09/2030		03/09/2030 (A)
WHOLE	03/09/2030		03/09/2030 (A)

Contract Stage *

1. Design & Submission of Drawings
2. Under Manufacture
3. [X] Under Construction/Site Work Under Progress
4. Substantial Completion (excluding Establishment Period)
5. Maintenance/Defects Liability Period
6. Defects Liability Certificate Issued
7. Maintenance Certificate Issued
8. Final Payment Certificate Issued

C Contract Value

Original contract sum	$M	2720.02
Estimated value of work done for this quarter	$M	39.40
Estimated value of work done to date	$M	39.40
Estimated value of work outstanding	$M	2368.18
Other matters allowed for in final contract sum	$M	0.00
Estimated final contract sum	$M	2407.58

D Performance

	VG	G	S	P	VP	NA
1. Workmanship			X			
2. Progress			X			
3. Site safety			X			
4. Environmental pollution control			X			
5. Organisation		X				
6. General obligations			X			
7. Industry awareness			X			
8. Resources		X				
9. Design			X			
10. Attendance to emergency (term contracts)						X
Overall performance			X			

VG: Very Good
G: Good
S: Satisfactory
P: Poor
VP: Very Poor
NA: Not Applicable

Performance Score of this report: **56.52**

Note:

1. A "Very Poor" in any one of Sections 1, 2, 3 and 4, or Item 6.10 or Item 6.17 (arising from OVTs matters in accordance with DEVB TC(W) No. 5/2020) or Item 6.19 will be a mandatory "Very Poor" in the "Overall performance" and the report will be rated as "Adverse".
2. If the performance score is less than 40, the "Overall Performance" will be a mandatory "Very Poor" and the report will be rated as "Adverse".

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

E Claims #

	No.	Claimed	Assessed	Awarded	Awarded/Assessed	Unresolved
EOT claims						
Up to last period	0	0.00 days	0.00 days	0.00 days	0.00 %	0.00 days
Total to-date	0	0.00 days	0.00 days	0.00 days	0.00 %	0.00 days
Monetary claims						
Up to last period	0	$M 0.00	$M 0.00	$M 0.00	0.00 %	$M 0.00
Total to-date	0	$M 0.00	$M 0.00	$M 0.00	0.00 %	$M 0.00

Attitude to claims: ~~Reasonable~~ / ~~Unreasonable (if unreasonable, comment)~~ / No Claims Submitted

Comment:

F Remarks by Reporting Officer

(Include an assessment of the contractor's overall progress compared to his original programme, see Section 2 of GN. The Chief Engineer/Architect/Surveyor/Head of Office(for Consultants Administered Projects) should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement.)

(see supplementary sheet)

Report **NOT ADVERSE** / ~~**ADVERSE**~~ *

Reported by

(Eric SIU)

~~Engineer~~ / Engineer's Representative / ~~Supervising Officer's Representative~~ / ~~Architect's Representative~~ / ~~Surveyor's Representative~~ / ~~Others*~~ for the Contract

Date 28/02/2026

Agreed by

(Sean WONG)

~~Senior Engineer~~ / Engineer / ~~Supervising Officer~~ / ~~Architect~~ / ~~Surveyor~~ / ~~Others*~~ for the Contract

Date 28/02/2026

Endorsed by

(Tommy FK CHEUNG)

Chief Engineer / ~~Architect~~ / ~~Head of Office (for Consultants Administered Projects)~~ / ~~Others*~~

Date 28/02/2026

G Remarks by Reporting Review Committee

(The Chairman of the Reporting Review Committee should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement/amendment.)

This report is endorsed / has been amended *by the Reporting Review Committee
Remarks (only if Engineer/Supervising Officer/Surveyor/Architect/Others report amended):

Appeal received : Yes/No *

Result of appeal : Unfounded/Justified/NA *

Complaint against Appeal Mechanism : Yes/No *

Report **NOT ADVERSE / ADVERSE ***

( )

Chairman, Reporting Review Committee

Date .....

Number of site instructions issued to-date : 1

(*) 1. Delete as appropriate.
2. For the purpose of completing reports on contractors' performance, the terminologies of "Project Manager/Supervisor/Service Manager" and their delegates in NEC are equivalent to "Supervising Officer/ Engineer/ Architect/ Surveyor" and "Supervising Officer's/ Engineer's/ Architect's/ Surveyor's Representative" in GCC respectively. The Project Manager, Supervisor, Service Manager and their delegates should coordinate to complete the reports.

(+) 1. All dates to be shown as dd/mm/yyyy e.g. 31/10/1993 (add suffix (A) or (C) after "Anticipated/Certified")

(#) 1. Claims for monies for measured or varied work, star rates, omitted items etc.should not be treated as a claim.
2. The number of claims entered should not be the number of notices of claims received but should be the number of claims quantified.

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART II - INDIVIDUAL ASPECTS OF PERFORMANCE — Revised Section 1,6 for reports ending on and after 01/06/2014

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 1	**Workmanship**						
1.1	Standard of temporary works			X			
1.2	Standard of materials/equipment supplied			X			
1.3	Standard of workmanship, earthworks			X			
1.4	Standard of workmanship, structural						X
1.5	Standard of workmanship, finishes						X
1.6	Standard of workmanship, conduit/pipe/duct works						X
1.7	Standard of workmanship, equipment and plant			X			
1.8	Standard of workmanship, testing and commissioning						X
1.9	Standard of workmanship, landscape softworks/tree works			X			
1.10	Standard of workmanship, others						X
	Overall rating			X			
Section 2	**Progress**						
2.1	Adequacy of programme			X			
2.2	Adherence to programme			X			
2.3	Updating of programme			X			
2.4	Suitability of method and sequence of working			X			
2.5	Achievement in period			X			
2.6	Action taken to mitigate delay/catch up with programme			X			
	Overall rating			X			
Section 3	**Site safety**						
3.1	Provision and maintenance of plant			X			
3.2	Provision and maintenance of working environment		X				
3.3	Provision of information, instruction and training			X			
3.4	Provision and implementation of safe systems of work			X			
3.5	Employment of safety officer/supervisor			X			
3.6	Site accident record			X			
	Overall rating			X			
Section 4	**Environmental pollution control**						
4.1	Adequacy of water pollution mitigation measures			X			
4.2	Adequacy of noise pollution mitigation measures			X			
4.3	Adequacy of air pollution mitigation measures			X			
4.4	Adequacy of waste pollution avoidance measures			X			
4.5	Compliance with environmental enactments			X			
4.6	Action taken to remedy non-compliance			X			
4.7	Implementation of waste management plan			X			
4.8	Implementation of Trip-ticket System to control disposal of construction & demolition materials			X			
	Overall rating			X			
Section 5	**Organisation**						
5.1	Adequacy of organisation structure		X				
5.2	Support by head office		X				
5.3	Adequacy of planning of work			X			
5.4	Adequacy of delegation of authority			X			
5.5	Control of supervisory staff by Site Agent		X				
5.6	Management of sub-contractors by Site Agent		X				
5.7	Adequacy of site supervisory staff		X				
5.8	Identification of and responsiveness to problems			X			
5.9	Compliance with provisions in SCC on sub-contracting and submission of the SMP			X			
	Overall rating		X				

REPORT ON CONTRACTOR'S PERFORMANCE

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 6	**General obligations**						
6.1	Cleanliness of site		X				
6.2	Care of works			X			
6.3	Compliance with insurance requirements			X			
6.4	Coordination of utilities and other authorised contractors			X			
6.5	Compliance with conditions on road openings						X
6.6	Care of utilities			X			
6.7	Compliance with enactments other than environmental			X			
6.8	Adequacy/submission of operational and maintenance manuals						X
6.9	Training of employer's personnel						X
6.10	Adequacy of notice for inspection of works			X			
6.11	Payment of sub-contractors including nominated sub-contractors			X			
6.12	Compliance with particulars related to sub-contracting			X			
6.13	Attention to site security			X			
6.14	Attention to records			X			
6.15	Attention to Submission of accounts/valuations			X			
6.16	Control of materials supplied by Government						X
6.17	Preservation and protection of trees			X			
6.18	Compliance with BIM requirements			X			
6.19	Compliance with labour importation requirements						X
	Overall rating			X			
Section 7	**Industry awareness**						
7.1	Employment of technician apprentices and building & civil engineering graduates			X			
7.2	Training of technicians apprentices and building & civil engineering graduates			X			
7.3	Care and welfare of workers			X			
7.4	Care of the general public		X				
7.5	Employment of registered skilled workers and registered semi-skilled workers			X			
7.6	Training of workers to meet manpower demands			X			
7.7	Employment of sub-contractors registered from the Registered Specialist Trade Contractors Scheme			X			
7.8	Anti-mosquito breeding			X			
7.9	Compliance with site uniform requirements			X			
7.10	Productivity enhancements			X			
	Overall rating			X			
Section 8	**Resources**						
8.1	Adequacy of plant resources		X				
8.2	Adequacy of labour resources		X				
8.3	Adequacy of material resources		X				
	Overall rating		X				
Section 9	**Design**						
9.1	Collection & appreciation of information (e.g. design codes, design parameters)			X			
9.2	Adequacy and quality of design solutions			X			
9.3	Environmental friendliness, health & safety, innovation, energy efficiency, life cycle costs and productivity enhancements		X				
9.4	Consultation with relevant government departments and utility undertakers			X			
9.5	Quality and promptness of design submissions			X			
9.6	Quality and timely submission of as-built drawings, maintenance manuals and warranties						X
	Overall rating			X			
Section 10	**Attendance to emergency (term contracts)**						
10.1	Response to call						X
10.2	Attendance to on-call emergency repairs						X
10.3	Speed of emergency repairs						X
	Overall rating						X

F Remarks by Reporting Officer (supplementary sheet)

This Contract adopted NEC Engineering and Construction Contract Hong Kong Edition Option C contract form and commenced on 16 December 2026.

In this reporting period, the Contractor established his site team with more than 30 persons and started working immediately after the starting date at his temporary site office at Hong Lok Yuen. The Contractor promptly arranged subcontracts and commenced the design and construction of his site accommodation at the alternative works area at Ma Tak Road by utilizing the use of existing Community Isolation Facilities units taken over from the Managing Department. The Contractor was very cooperative to deploy sufficient labours and materials after a short notice to assist the joint departmental land clearance operation led by the Lands Department on 20 and 27 January 2026, which were successfully completed without any problems. The Contractor also removed the existing temporary fill soil platform at Site 5 in Fu Tei Au, to facilitate the prevailing archaeological survey (AS) being conducted by the contractor of Contract No. ND/2024/07, and completed the asbestos survey and submitted the survey report to EPD on 6 February 2026. Through swift and close coordination with the Environmental Team, Independent Environmental Checker, the Contractor speedily completed the site clearance and tree felling works inside the Man Kam To Egretry by end February 2026 after getting the approval from the Agriculture, Fisheries and Conservation Department. In addition, the Contractor introduced 13 nos. of Cost Saving Design (CSD) after the start of contract for the proposed Fanling Bypass Western Section, footbridges and retaining walls, and initiated a "Green Bridge" proposal of adopting enviroomentally friendly materials, design and construction methods for the proposed Footbridge FB1 across Ng Tung River in Providing the Works. At the end of the reporting period, over 72% of the site areas were handed over to the Contractor for Providing the Works.

The overall performance of the Contractor in this reporting period was considered as "Satisfactory".

Remarks on Items rated "Good" are elaborated as follows:

Section 3 – Site Safety

Item 3.2 Provision and maintenance of working environment

The Contractor maintained a good working environment by deployment of housekeeping staff to keep good housekeeping practice and storage of materials in good order. The excavated slope and stockpile earthwork at Site 5 were protected properly. Frequent water spraying was exercised to suppress dust emission. All site personnel were fully equipped with proper Personal Protective Equipment and additional safety gears such as safety goggles and gloves. The Contractor's supervisory staff conducted dynamic risk assessment at least three times a day and carried out near miss reporting on their in-house digital reporting system. In view of the above, Item 3.2 was rated as "Good" in line with the Safety Score mark of 72.00%.

Section 5 – Organisation

Item 5.1 Adequacy of organization structure

The Contractor formed his site management team immediately after the award of the contract. The Contractor's Management Team, comprising Key Peoples and Specially Required Staff (including Construction Manager, Site Agent, Construction Team Leaders, Programme, Safety and Geotechnical Managers and E&M coordinator) was promptly proposed and accepted by the Project Manager. The Contractor provided the updated organization chart to reflect the actual site personnel working on site diligently. Therefore, Item 5.1 was rated as "Good".

Item 5.2 Support by Head Office

The Contractor's head office Project Directors actively participated in NEC Partnering Workshop and monthly progress meetings. The Safety and Environmental Division Manager from head office also participated in the monthly Site Safety Management Committee meetings and provided support to the Safety Manager and Safety Officer. Therefore, Item 5.2 was rated as "Good".

Item 5.5 Control of supervisory staff by Site Agent

The Contractor provided monthly updates to the site organisation chart to show the lines of communication clearly. The Site Agent authorized his site supervisory staff to discharge their duties and worked with resident site staff (RSS) effectively. As such, Item 5.5 was rated as "Good".

F Remarks by Reporting Officer (supplementary sheet)

Item 5.6 Management of sub-contractors by Site Agent

The Site Agent led his construction team leaders to oversee subcontracted site works actively including the site accommodation construction, asbestos survey and removal work at Site 5 in Fu Tei Au, tree felling works inside Man Kam To Egretry and CSD submission work. Therefore, Item 5.6 was rated as "Good".

Item 5.7 Adequacy of site supervisory staff

The Contractor formed his site management team swiftly after the award of the contract and deployed at least one foreman for each work area to manage the subcontractors' construction activities effectively. The Contractor including his caring team responded quickly and provided assistance to local villagers/business units' owners during and after the land clearance operations. Two letters of appreciation were received in this reporting period. Therefore, Item 5.7 was rated as "Good".

In view of the good ratings for Items 5.1, 5.2, 5.5, 5.6 & 5.7, the overall rating of Section 5 was rated as "Good".

Section 6 – General Obligations

Item 6.1 Cleanliness of site

The Contractor spent diligent effort to keep the site clean and tidy and stored materials in an orderly manner during the reporting period. As such, Item 6.1 was rated as "Good".

Section 7 – Care of the Works

Item 7.4 Care of the general public

After the Lands Clearance operations on 20 and 27 January 2026, the Contractor's management and his caring team helped some of the households and business units to take back their belongings and properties continuously. Therefore, Item 7.4 was rated as "Good".

Section 8 – Resources

Item 8.1 Adequacy of plant resources

Upon taking over the site areas at the end of January 2026, the Contractor mobilized sufficient dump trucks and completed the removal of the existing temporary fill platform (over 1500m3) at Site 5 in Fu Tei Au within two weeks before the Chinese New Year to facilitate the continuing of archaeological survey undertaken by Contract No. ND/2024/07. As such, Item 8.1 was rated as "Good".

Items 8.2 & 8.3 Adequacy of labour resources / Adequacy of material resources

Within a short notice in early January 2026, the Contractor promptly arranged a subcontract to deploy over 100 nos. of labours and associated necessary materials, including backup manpower and resources, to assist in the joint departmental Lands Clearance Operations led by the Lands Department on 20 & 27 January 2026. These two operations were completed smoothly and successfully without attracting any public complaints. As such, Items 8.2 & 8.3 were rated as "Good".

In view of the above good ratings, Section 8 was rated as "Good".

Section 9 – Design

Item 9.3 Environmental friendliness, health & safety, innovation, energy efficiency, life cycle costs and productivity enhancements

The Contractor initiated a proposal named "Green Bridge" for the construction of Footbridge FB1 across Ng Tung River. The proposal would adopt environmentally friendly design, sustainable materials, and less-pollution construction method for the construction of

F Remarks by Reporting Officer (supplementary sheet)

FB1, which was welcomed by the Client. The Contractor would take further development on the proposal. In addition, the Contractor proposed to install solar panels on the roof of their temporary site accommodation to help electric energy saving. Therefore, Item 9.3 was rated as "Good".

ND/2024/03

Kwu Tung North New Development Area, Remaining Phase: Improvement Works of Fanling Highway (Kwu Tung Portion) and Associated Works

ND/2024/03

古洞北新发展区余下工程—粉岭公路（古洞段）改善工程及相关工程

Articles of Agreement
合约协议书

RESTRICTED (TENDER)

土木工程拓展署
Civil Engineering and Development Department

北拓展處
North Development Office

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : tonyklcheung@cedd.gov.hk
Telephone 電話 : (852) 3547 1608
Facsimile 傳真 : (852) 3547 1660
Our ref 本署檔號 : ( ) in NDO-30-4160-CE20/2019-18.01(R)
Your ref 來函檔號 :

香港新界葵芳興芳路 223 號
新都會廣場第一座辦公大樓 15 樓 1501 室

Unit 1501, Level 15, Tower I, Metroplaza,
223 Hing Fong Road, Kwai Fong,
New Territories, Hong Kong.

By Fax (2861 2568) and Post

31 July 2024

China State - STEC Joint Venture
29/F, China Overseas Building,
139 Hennessy Road,
Hong Kong

(Attn.: Mr. Ma H K Ricky)

Dear Sirs,

Contract No. ND/2024/03
Kwu Tung North New Development Area, Remaining Phase: Improvement Works of Fanling Highway (Kwu Tung Portion) and Associated Works

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender (Alternative Design) at the tendered total of the Prices of **Hong Kong Dollars Three Billion Eighty Eight Million Three Hundred Twenty Thousand One Hundred Sixty only (HK$3,088,320,160.00)** is accepted.

The following correspondence forms part of this contract:

a) Letter from AECOM Asia Company Limited to China State Construction Engineering (Hong Kong) Limited and Shanghai Tunnel Engineering Co Ltd dated 7 February 2024 (letter ref.: RPCM:BCKY:JKYL:mlpm:60629088/22-2024002253L and 2024002266L) regarding Tender Addendum No. 1 with the Certification signed and returned with the submitted tender;

.../2

b) Letter from AECOM Asia Company Limited to China State Construction Engineering (Hong Kong) Limited and Shanghai Tunnel Engineering Co Ltd dated 29 February 2024 (letter ref.: RPCM:BCKY:JKYL:mlpm:60629088/22-2024003471L and 2024003484L) regarding Tender Addendum No. 2 with the Certification signed and returned with the submitted tender;

c) Letter from AECOM Asia Company Limited to China State Construction Engineering (Hong Kong) Limited and Shanghai Tunnel Engineering Co Ltd dated 15 March 2024 (letter ref.: RPCM:BCKY:JKYL:mlpm:60629088/22-2024004474L and 2024004487L) regarding Tender Addendum No. 3 with the Certification signed and returned with the submitted tender;

d) Letter from AECOM Asia Company Limited to China State – STEC Joint Venture dated 22 May 2024 (letter ref.: RPCM:BCKY:JLCT:mlpm:60629088/22-2024007515L) regarding the unduly high / unduly low / marked as zero items in the *activity schedule*;

e) Letter from China State – STEC Joint Venture to AECOM Asia Company Limited dated 27 May 2024 (letter ref.: CSHK/DCE/TEN/2024/8117) confirming the unduly high / unduly low / marked as zero items in the *activity schedule*;

f) Letter from AECOM Asia Company Limited to China State – STEC Joint Venture dated 19 July 2024 (letter ref.: RPCM:BCKY:JLCT:mlpm:60629088/22-2024010677L) regarding the rate of delay damages;

g) Letter from China State – STEC Joint Venture to AECOM Asia Company Limited dated 19 July 2024 (letter ref.: CSHK/DCE/TEN/2024/8131) confirming agreement with the rate of delay damages.;

h) Letter from AECOM Asia Company Limited to China State – STEC Joint Venture dated 24 July 2024 (letter ref.: RPCM:BCKY:JLCT:mlpm:60629088/22-2024010676L) regarding the list of correspondences forming part of the contract;

i) Letter from China State – STEC Joint Venture to AECOM Asia Company Limited dated 25 July 2024 (letter ref.: CSHK/DCE/TEN/2024/8132) confirming agreement with the list of correspondences forming part of the contract; and

.../3

j) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(i) Insurance in accordance with NEC Clauses[1] 83 and 84 as amended by the Schedule to the Articles of Agreement;

(ii) Third Party Insurance in accordance with Clause 15.1 of the Scope; and

(iii) Professional Indemnity Insurance in accordance with Clauses F5 and F7A of the *additional conditions of contract*.

The policies are to be submitted to the *Project Manager* three working days prior to the date set for executing the Articles of Agreement.

You or your authorised representative are required to attend a meeting held for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TCW No. 7/2014. You will be advised of the details of the meeting under a separate cover.

Both the *Project Manager* and the *Supervisor* for this contract as defined in Clause 1 of the Contract Data Part one will be AECOM Asia Company Limited at 12/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong. The *Project Manager* will write to you separately regarding the delegation of authority to the *Project Manager*'s delegates and the *starting date*.

You are to submit to the *Project Manager* the programme as required by NEC Clause 31 as amended by the Schedule to the Articles of Agreement, the Estimates for Tender Price Index ("ETPI") as required by Clause A8 of the *additional conditions of contract*, the Subcontractor Management Plan as required by Clause C5 of the *additional conditions of contract*, and the details of the *Contractor*'s Management Team as required by Clause D1 of the *additional conditions of contract*. You are also required to submit to the *Supervisor* the Safety Plan and the Environmental Management Plan in accordance with Clause D6 and Clause D20 of the *additional conditions of contract* respectively.

With reference to NEC Clause 28.1 as amended by the Schedule to the Articles of Agreement, in-principle consent is hereby granted for the assignment of the Contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook for Civil Engineering Works (2022 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Client*.

.../4

[1] The term "NEC Clause" has the meaning assigned to it in Clause A1 of the *additional conditions of contract*.

Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Client* nor have any representations or warranties been given by the *Client* on the *Contractor's* financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Client* unless otherwise requested by the *Client*. Notwithstanding the aforesaid, the *Client* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(Tony K L CHEUNG)
Project Manager (North)
Civil Engineering and Development Department

c.c.

Secretary, Central Tender Board	Fax No.: 2869 4519
Director of Highways (Attn.: Secretary, MRC for Roads and Drainage Category)	Fax No.: 2714 5216
Director of Audit	Fax No.: 2824 2087
Ch TA (Fin), DEVB	Fax No.: 2523 3950
Commissioner for Labour	Fax No.: 2544 3271
Director of Immigration	Fax No.: 2507 3581
TS/HQ, CEDD	Fax No.: 2714 5174
SE/CA3, CEDD	Fax No.: 2711 7571
AECOM Asia Company Limited (Attn.: Mr. Francis Leong)	Fax No.: 3922 9797

b.c.c (Internal)
DPM(N), CE/N1, SE/15(N), E/5(N) and E/27(N) – to note in file.

Recent Correspondence

Issued by Engineer / Architect / Surveyor /
Supervisor / Authorized Person for the Contract

由工程师 / 建筑师 / 测量师 / 监管人员 /
获授权人士就该合约发出的近期往来信件

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 12 樓
www.aecom.com

+852 3922 9000 tel
+852 3922 9797 fax

Your Ref :
Our Ref : WHL:PWKL:nlwm:60629088/C1/M05/700/B01765-2026003666L

4 March 2026

RESTRICTED (CONTRACT)

China State – STEC Joint Venture
29/F, China Overseas Building,
139 Hennessy Road,
Hong Kong

Attn: Mr. Laurence Wong

Dear Sirs,

Contract No. ND/2024/03
Kwu Tung North New Development Area, Remaining Phase:
Improvement Works of Fanling Highway (Kwu Tung Portion) and Associated Works

***Contractor's* Performance Report (2026/Q1)**

We attach herewith an advance copy of Parts I and II of the above performance report for your reference. Please note that the report will be subject to the endorsement by the Chairman of the Reporting Review Committee (RRC). In the event of disagreement with the grading in the performance report, you have to notify the RRC of your disagreement in advance by fax (fax number 3547 1660) or by hand (Unit 1501, Level 15, Tower I, Metroplaza, 223 Hing Fong Road, Kwai Fong, N.T., Hong Kong) on or before **9 March 2026**, and then submit written representations to the RRC by **23 March 2026.**

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Francis Leong
The *Project Manager* and *Supervisor* for this contract

Encl.

c.c. CEDD/NDO – Attn: Mr. CHEUNG Fu Keung, Tommy } w/encl.
CRE (ND/2024/03) – Attn: Mr. Alan Lee } w/encl.

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART I - SUMMARY OF PERFORMANCE

DEPARTMENT/OFFICE: CEDD/NDO

REPORT FOR QUARTER: (2026Q1) [Quarter] / Period / Maint / Final *

REPORTING PERIOD: From: 01/12/2025 To: 28/02/2026

A Contractor's Details

Contractor's Ref.: CSSTJV

Contractor's Name: China State Construction Engineering (Hong Kong) Limited / Shanghai Tunnel Engineering Company, Limited

Contract No.: ND/2024/03 PWP No.: 828CL, 051CG

Contract Title: Kwu Tung North New Development Area, Remaining Phase: Improvement Works of Fanling Highway (Kwu Tung Portion) and Associated Works

古洞北新發展區餘下工程 - 粉嶺公路（古洞段）改善工程及相關工程

Type of Contract: [Capital-Design-bid-build] / Capital-Design and Build / Maintenance / Design,Build and Operate / Others

Predominant Category of Work: RD

Tenders invited from

List/Group/Class: AC/C/NA Cat Code: RD Prequalified: N

Contractor's Classification

List: AC Cat Code: RD Group/Class: C/NA

B Contract Stage and Duration

Commencement Date: 14/08/2024
Original Contract Completion Date: 16/09/2029
Original Contract Period: 61.20 months

Completion Dates

Section	Original	Extended	Anticipated/ Certified
01	11/12/2025		31/07/2026 (A)
02	16/09/2029		10/07/2030 (A)
03	12/08/2026		02/03/2027 (A)
04	13/05/2026		07/09/2026 (A)
05	16/09/2029		10/07/2030 (A)
08	16/09/2029		10/06/2030 (A)
09	16/09/2029		11/06/2029 (A)
WHOLE	16/09/2029		10/07/2030 (A)

Contract Stage *

1. Design & Submission of Drawings
2. Under Manufacture
3. [X] Under Construction/Site Work Under Progress
4. Substantial Completion (excluding Establishment Period)
5. Maintenance/Defects Liability Period
6. Defects Liability Certificate Issued
7. Maintenance Certificate Issued
8. Final Payment Certificate Issued

C Contract Value

Original contract sum	SM	4833.00
Estimated value of work done for this quarter	SM	110.38
Estimated value of work done to date	SM	312.54
Estimated value of work outstanding	SM	4520.46
Other matters allowed for in final contract sum	SM	0.00
Estimated final contract sum	SM	4833.00

D Performance

	VG	G	S	P	VP	NA
1. Workmanship			X			
2. Progress		X				
3. Site safety		X				
4. Environmental pollution control		X				
5. Organisation		X				
6. General obligations		X				
7. Industry awareness			X			
8. Resources		X				
9. Design			X			
10. Attendance to emergency (term contracts)						X
Overall performance		X				

VG: Very Good
G: Good
S: Satisfactory
P: Poor
VP: Very Poor
NA: Not Applicable

Performance Score of this report: **69.57**

Note:

1. A "Very Poor" in any one of Sections 1, 2, 3 and 4, or Item 6.10 or Item 6.17 (arising from OVTs matters in accordance with DEVB TC(W) No. 5/2020) or Item 6.19 will be a mandatory "Very Poor" in the "Overall performance" and the report will be rated as "Adverse".
2. If the performance score is less than 40, the "Overall Performance" will be a mandatory "Very Poor" and the report will be rated as "Adverse".

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

E Claims #

	No.	Claimed	Assessed	Awarded	Awarded/Assessed	Unresolved
EOT claims						
Up to last period	7	2,701.00 days	0.00 days	0.00 days	0.00 %	2,701.00 days
Total to-date	7	2,701.00 days	0.00 days	0.00 days	0.00 %	2,701.00 days
Monetary claims						
Up to last period	9	$M 312.52	$M 0.00	$M 0.00	0.00 %	$M 312.52
Total to-date	9	$M 312.52	$M 0.00	$M 0.00	0.00 %	$M 312.52

Attitude to claims: Reasonable / ~~Unreasonable (if unreasonable, comment)~~ / ~~No Claims Submitted~~

Comment:

F Remarks by Reporting Officer

(Include an assessment of the contractor's overall progress compared to his original programme, see Section 2 of GN. The Chief Engineer/Architect/Surveyor/Head of Office(for Consultants Administered Projects) should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement.)

(see supplementary sheet)

Report **NOT ADVERSE** / ~~**ADVERSE**~~ *

Reported by	Agreed by	Endorsed by
(Alan LEE)	(Francis LEONG)	(Tommy CHEUNG)
~~Engineer~~ / Engineer's Representative / ~~Supervising Officer's Representative~~ / ~~Architect's Representative~~ / ~~Surveyor's Representative~~ / ~~Others*~~ for the Contract	~~Senior Engineer~~ / Engineer / ~~Supervising Officer~~ / ~~Architect~~ / ~~Surveyor~~ / ~~Others*~~ for the Contract	Chief Engineer / ~~Architect~~ / ~~Head of Office (for Consultants Administered Projects)~~ / ~~Others*~~
Date 28/02/2026	Date 28/02/2026	Date 28/02/2026

G Remarks by Reporting Review Committee

(The Chairman of the Reporting Review Committee should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement/amendment.)

This report is endorsed / has been amended *by the Reporting Review Committee
Remarks (only if Engineer/Supervising Officer/Surveyor/Architect/Others report amended):

Appeal received : Yes/No *

Result of appeal : Unfounded/Justified/NA *

Complaint against Appeal Mechanism : Yes/No *

Report **NOT ADVERSE / ADVERSE** *

(.....
Chairman, Reporting Review Committee

Date .....

Number of site instructions issued to-date : 6

(*) 1. Delete as appropriate
2. For the purpose of completing reports on contractors' performance, the terminologies of "Project Manager/Supervisor/Service Manager" and their delegates in NEC are equivalent to "Supervising Officer/ Engineer/ Architect/ Surveyor" and "Supervising Officer's/ Engineer's/ Architect's/ Surveyor's Representative" in GCC respectively. The Project Manager, Supervisor, Service Manager and their delegates should coordinate to complete the reports.

(+) 1. All dates to be shown as dd/mm/yyyy e.g. 31/10/1993 (add suffix (A) or (C) after "Anticipated/Certified")

(#) 1. Claims for monies for measured or varied work, star rates, omitted items etc.should not be treated as a claim.
2. The number of claims entered should not be the number of notices of claims received but should be the number of claims quantified.

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART II - INDIVIDUAL ASPECTS OF PERFORMANCE

Revised Section 1,6 for reports ending on and after 01/06/2014

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 1	**Workmanship**						
1.1	Standard of temporary works			X			
1.2	Standard of materials/equipment supplied			X			
1.3	Standard of workmanship, earthworks			X			
1.4	Standard of workmanship, structural						X
1.5	Standard of workmanship, finishes						X
1.6	Standard of workmanship, conduit/pipe/duct works						X
1.7	Standard of workmanship, equipment and plant						X
1.8	Standard of workmanship, testing and commissioning						X
1.9	Standard of workmanship, landscape softworks/tree works			X			
1.10	Standard of workmanship, others			X			
	Overall rating			X			
Section 2	**Progress**						
2.1	Adequacy of programme		X				
2.2	Adherence to programme		X				
2.3	Updating of programme			X			
2.4	Suitability of method and sequence of working			X			
2.5	Achievement in period		X				
2.6	Action taken to mitigate delay/catch up with programme		X				
	Overall rating		X				
Section 3	**Site safety**						
3.1	Provision and maintenance of plant		X				
3.2	Provision and maintenance of working environment		X				
3.3	Provision of information, instruction and training		X				
3.4	Provision and implementation of safe systems of work		X				
3.5	Employment of safety officer/supervisor		X				
3.6	Site accident record			X			
	Overall rating		X				
Section 4	**Environmental pollution control**						
4.1	Adequacy of water pollution mitigation measures		X				
4.2	Adequacy of noise pollution mitigation measures			X			
4.3	Adequacy of air pollution mitigation measures		X				
4.4	Adequacy of waste pollution avoidance measures		X				
4.5	Compliance with environmental enactments		X				
4.6	Action taken to remedy non-compliance						X
4.7	Implementation of waste management plan		X				
4.8	Implementation of Trip-ticket System to control disposal of construction & demolition materials		X				
	Overall rating		X				
Section 5	**Organisation**						
5.1	Adequacy of organisation structure		X				
5.2	Support by head office		X				
5.3	Adequacy of planning of work		X				
5.4	Adequacy of delegation of authority			X			
5.5	Control of supervisory staff by Site Agent			X			
5.6	Management of sub-contractors by Site Agent			X			
5.7	Adequacy of site supervisory staff		X				
5.8	Identification of and responsiveness to problems		X				
5.9	Compliance with provisions in SCC on sub-contracting and submission of the SMP			X			
	Overall rating		X				

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 6	**General obligations**						
6.1	Cleanliness of site		X				
6.2	Care of works			X			
6.3	Compliance with insurance requirements			X			
6.4	Coordination of utilities and other authorised contractors		X				
6.5	Compliance with conditions on road openings		X				
6.6	Care of utilities		X				
6.7	Compliance with enactments other than environmental			X			
6.8	Adequacy/submission of operational and maintenance manuals						X
6.9	Training of employer's personnel						X
6.10	Adequacy of notice for inspection of works			X			
6.11	Payment of sub-contractors including nominated sub-contractors			X			
6.12	Compliance with particulars related to sub-contracting			X			
6.13	Attention to site security		X				
6.14	Attention to records		X				
6.15	Attention to Submission of accounts/valuations		X				
6.16	Control of materials supplied by Government						X
6.17	Preservation and protection of trees			X			
6.18	Compliance with BIM requirements		X				
6.19	Compliance with labour importation requirements						X
	Overall rating		X				
Section 7	**Industry awareness**						
7.1	Employment of technician apprentices and building & civil engineering graduates		X				
7.2	Training of technicians apprentices and building & civil engineering graduates		X				
7.3	Care and welfare of workers		X				
7.4	Care of the general public				X		
7.5	Employment of registered skilled workers and registered semi-skilled workers			X			
7.6	Training of workers to meet manpower demands			X			
7.7	Employment of sub-contractors registered from the Registered Specialist Trade Contractors Scheme			X			
7.8	Anti-mosquito breeding			X			
7.9	Compliance with site uniform requirements			X			
7.10	Productivity enhancements			X			
	Overall rating			X			
Section 8	**Resources**						
8.1	Adequacy of plant resources		X				
8.2	Adequacy of labour resources		X				
8.3	Adequacy of material resources			X			
	Overall rating		X				
Section 9	**Design**						
9.1	Collection & appreciation of information (e.g. design codes. design parameters)			X			
9.2	Adequacy and quality of design solutions		X				
9.3	Environmental friendliness, health & safety, innovation, energy efficiency, life cycle costs and productivity enhancements		X				
9.4	Consultation with relevant government departments and utility undertakers			X			
9.5	Quality and promptness of design submissions			X			
9.6	Quality and timely submission of as-built drawings, maintenance manuals and warranties						X
	Overall rating			X			
Section 10	**Attendance to emergency (term contracts)**						
10.1	Response to call						X
10.2	Attendance to on-call emergency repairs						X
10.3	Speed of emergency repairs						X
	Overall rating						X

Page 4

F Remarks by Reporting Officer (supplementary sheet)

During the reporting period, the Contractor continued with the site preparation works, including site clearance, predrilling and ground investigation works, underground utilities detection, site appraisal for land contamination assessment, tree survey and felling, asbestos survey and inspection pits excavation and demolition of existing structures within the newly resumed works areas. The Contractor also continued with the construction of box culvert at Tsung Pak Long and completed the diversion of existing DN700 fresh water main. Moreover, the Contractor carried out construction of socketed H-piles for Kwu Tung Interchange (KTI), L3 Road Cross River Bridge (L3) and Fanling Highway Cross River Bridge (FLHYCRB), pre-boring works for subsequent sheet piles installation at Sheung Yue River, erection of site offices of the Contractor and Project Manager, installation of excavation and lateral supports (ELS) for piling works at Kwu Tung Road Flyover (KTRF), Retaining Walls RW05 and RW05a, Bridge No. N526 and box culvert at Yeung Yuen. The procurement of subcontractors and submission of various method statements, Alternative Design and Cost Savings Design packages were ongoing.

The works progress was considered good during this reporting period.

The overall performance of the Contractor for the reporting period was rated as "Good". Justifications for the items and Section with the rating of "Good" and "Poor" are provided below:

Section 2 – Progress

Item 2.1: The Contractor submitted Revised Programme No. 004 (RP04) on 29 November 2025, which was accepted on 29 December 2025. The programme was well-structured and incorporated a clear and logical work breakdown structure. The supporting narrative comprehensively described the proposed construction methodology, critical stages of TTA, and a coherent sequence of activities that logically progressed towards the planned completion of each section and key date. Item 2.1 was therefore rated as "Good".

Items 2.2 and 2.5: Despite the delayed site possession, the Contractor had maintained progress in accordance with the Accepted Programme as far as possible. In particular, the piling works for pile caps KTI-PB1 and PC1 at the Kwu Tung Interchange were completed significantly ahead of schedule. These works, originally scheduled for completion on 16 December 2027 under RP004, were in fact completed on 27 January 2026, i.e. 205 days ahead of programme. Moreover, the number of piles completed within Sheung Yue River during the dry season was more than the original planning. Items 2.2 and 2.5 were therefore rated as "Good".

Item 2.6: The Contractor proactively re-sequenced the works to cope with the limited works areas which were handed over in a piecemeal manner. The Contractor promptly mobilized labour and plant resources to the newly available work fronts and commenced several key activities, including pre-boring works for sheet piling installation at Sheung Yue River, construction of socketed H-piles for Kwu Tung Interchange Bridge D, and construction of Retaining Wall RW05A. In addition, modular ELS was adopted for construction of box culvert to speed up the progress. Item 2.6 was therefore rated as "Good".

In view of the above, the overall rating of Section 2 was "Good".

Section 3 – Site Safety

Item 3.1: The Contractor maintained regular detailed inspections of plant equipment, including crane lorries, piling rigs and excavators, ensuring their safe operations. All excavators were equipped with 360-degree cameras with AI features in the Centralized Management Platform for enhanced safety monitoring. The Contractor also ensured that all lifting gears were inspected with valid certificates and recorded in the centralised management platform. To enhance fire safety, a powered hand tools charging station with adequate fire fighting equipment was set up and regularly checked by the registered electric worker. Item 3.1 was therefore rated as "Good".

Item 3.2: The Contractor allocated significant resources to maintain a safe working environment. Abundant welfare and first-aid facilities, including resting stations and drinking water and health checks were provided for all workers. The implementation of a Smoking Cessation Programme in collaboration with the United Christian Nethersole Community Health Service on 16 January 2026 was undertaken to encourage the workers and frontline staff to quit smoking, so as to provide a safe and healthy working environment. Sufficient lighting, CCTV and welfare amenities were provided and consistently monitored. Modular ELS for construction of box culvert was adopted to enable faster and safer construction of temporary works. Item 3.2 was therefore rated as "Good".

Item 3.3: In response to recent fatal accidents happened in other construction sites, extensive safety trainings and site

F Remarks by Reporting Officer (supplementary sheet)

demonstration were provided by the Contractor, including a lifting safety workshop for all subcontractors held on 20 January 2026. The safety team actively promoted safety by coordinating various workshops and safety competitions, and displaying graphical presentation of safety rules on site. The introduction of innovative tools, such as a welding robot for welding works and the modular ELS system, showcased the Contractor's efforts and commitment to maintaining a high quality safe working environment on site. Item 3.3 was therefore rated as "Good".

Item 3.4: The Contractor's top management constantly demonstrated strong commitment to achieving a good quality safety standard by conducting surprise checks on site and regular safety review meetings with the site management team. Moreover, an "Area Management" system was implemented with designated responsible personnel for safety supervision in each site area. Permit-to-work systems were effectively enforced for high-risk activities. Various safety drills, exceeding those required in the contract, were conducted to enhance emergency preparedness of the frontline staff. Item 3.4 was therefore rated as "Good".

Item 3.5: The Contractor maintained a robust safety team and deployed additional safety personnel which exceeded the contractual requirements, including two safety managers, two safety officers and two safety supervisors. The proactive involvement of senior site management in morning briefings and workshops reinforced safety oversight. The Contractor achieved the Merit Award of the Joyful @ Healthy Workplace Best Practices Award from Occupational Safety and Health Council on 8 January 2026 as a recognition of their good performance on safety and health. Item 3.5 was therefore rated as "Good".

In view of the above, the overall rating of Section 3 was "Good".

Section 4 – Environmental pollution control

Item 4.1: The Contractor installed two wheel washing facilities with water recirculation system at the Sheung Yue River area and works area near Retaining Wall 05a to prevent muddy surface at the adjacent public roads. Wastewater was collected by sump pits and treated by the filtering systems prior to conveying to discharge points, ensuring compliance with the Wastewater Discharge License. The Contractor also installed silt curtains at Sheung Yue River to prevent muddy water from washing down to the downstream side and collected water samples from the desilting tanks to check the water quality. Item 4.1 was therefore rated as "Good."

Item 4.3: Environmental monitoring devices that provided real-time data on PM2.5, PM10, and Sound Pressure Levels were installed at three locations within the site to monitor the air quality in addition to those air quality monitoring stations installed by the Environmental Team Leader. Dust suppression measures, including deployment of water trucks and an automatic water spraying system, were deployed on site to effectively minimize dust generation. No air pollution complaint or exceedance on air quality limit was recorded during the reporting period. Item 4.3 was therefore rated as "Good."

Item 4.4: The Contractor provided adequate rubbish and recycling bins with covers at the work fronts to collect domestic waste and encourage waste recycling. The Contractor demonstrated good waste avoidance practices, including the use of aluminium internal formwork for construction of box culvert, and reusable panel formwork for construction of retaining wall footings to reduce timber waste. Item 4.4 was therefore rated as "Good."

Item 4.5: The Contractor was dedicated to fully comply with the statutory requirements on environmental protection, as well as the conditions of the Environmental Permits. No warning letter, summon, or prosecution against environmental enactments was received during the reporting period. The Contractor also strictly followed the conditions stated in the Construction Noise Permit and gave advance notifications to the affected residents nearby on the planned night works. Noise monitoring was also conducted during execution of works. Item 4.5 was therefore rated as "Good."

Item 4.7: The Contractor effectively implemented the Waste Management Plan, with a cumulative total of 233.45 tons (74.59%) of yard waste recycled. The disposal of C&D materials was properly implemented. A Reverse Vending Machine was installed on site to encourage the workers for recycling different types of waste, including tetra pak, plastic bottles and aluminium cans. Monthly waste flow tables were maintained, and waste segregation practices were followed. Item 4.7 was therefore rated as "Good."

Item 4.8: To address potential mosquito breeding, a pest control service supplier was employed to carry out larvicide fogging every week. The mosquito control records were made accessible on-site via a QR code for ease of tracking by the resident site staff (RSS). Item 4.8 was therefore rated as "Good."

F Remarks by Reporting Officer (supplementary sheet)

In view of the above, the overall rating of Section 4 was "Good".

Section 5 - Organisation

Item 5.1: The Contractor established three civil construction teams and maintained clear and effective communication to ensure efficient planning on roadworks, drainage works, and bridge works. Regular internal meetings were conducted to address interface issues and optimize the sequence of works to achieve smooth progress. Item 5.1 was therefore rated as "Good".

Item 5.2: The Project Directors in the Contractor's head office were actively involved in the works planning and progress monitoring. They also regularly participated in the major site meetings with the Project Manager's delegate and gave clear directives to the site management team to resolve problems encountered. Item 5.2 was therefore rated as "Good".

Item 5.3: The Contractor submitted the method statements well ahead of the upcoming construction works, such as the construction of pile caps for Kwu Tung Interchange. They also promptly responded to the comments on the submissions received from the Project Manager's delegate. Item 5.3 was therefore rated as "Good".

Item 5.7: The Contractor deployed a number of experienced site supervisory staff to supervise the site works, focusing on progress, safety, and environmental protection. They also provided valuable support to the Kwu Tung Vegetable Marketing & Credit Co-operative Society by supplying temporary storage containers. This assistance facilitated the successful vacation and resumption of the premises during the reporting period. Item 5.7 was therefore rated as "Good".

Item 5.8: The Contractor responded promptly to a public complaint concerning a dilapidated directional sign with severely faded lettering located along Castle Peak Road – Kwu Tung. A temporary directional sign was promptly installed, effectively mitigating the potential hazard to road users. Item 5.8 was therefore rated as "Good".

In view of the above, the overall rating of Section 5 was "Good".

Section 6 - General Obligations

Item 6.1: The Contractor allocated sufficient resources in keeping the site clean and tidy. In addition, the Contractor regularly cleared stagnant water, removed overgrown vegetation, and applied larvicide to suppress mosquito breeding within the site (Annex 1 – Scoring for Item 6.1 referred). Item 6.1 was therefore rated as "Good".

Item 6.4: The Contractor proactively coordinated with utility undertakers to discuss the arrangement of utility laying works and resolve potential conflicts with the existing utilities. Moreover, the Contractor organized specific liaison meetings with CLP, during which the general arrangement and configuration of the proposed cable laying works were presented, together with the intended working periods for cable installation. The Contractor also collaborated closely with interfacing Contractors to address access arrangement and interface issues. Item 6.4 was therefore rated as "Good".

Item 6.5: The Contractor duly submitted all required advance notifications for the commencement of works prior to the implementation of temporary traffic arrangement (TTA). No non-compliance related to TTA notification was recorded during the reporting period. Item 6.5 was therefore rated as "Good".

Item 6.6: The Contractor exercised due care on protection of existing utilities and closely liaised with the utility undertakers regarding the arrangement of protective measures required. The Contractor also carried out manual excavation using hand tools to expose the tree roots to ensure that there was no utility entangled with the roots before removal of tree stumps. Item 6.6 was therefore rated as "Good".

Item 6.13: The site areas were kept in a good and secure condition with water-filled barriers barricaded and CCTVs installed for monitoring of the site conditions. Moreover, the night-time security guard was provided to monitor the site conditions via the CCTVs to check against trespassing. Item 6.13 was therefore rated as "Good".

F Remarks by Reporting Officer (supplementary sheet)

Item 6.14: The Contractor was attentive to site records. Records on labour and site diary were submitted promptly and kept in adequate details with high accuracy. Item 6.14 was therefore rated as "Good".

Item 6.15: The Contractor's quantity survey team worked collaboratively with the RSS and promptly submitted detailed interim payment applications for the Project Manager's assessment. The supporting documents, such as invoices and records of payment, were adequately provided to streamline the certification process. Item 6.15 was therefore rated as "Good".

Item 6.18: The Contractor promptly provided the clash analysis reports and organized BIM coordination meetings with the Project Manager to review the progress of BIM submissions and resolve the clashes identified between the permanent works and existing features. Item 6.18 was therefore rated as "Good".

In view of the above, the overall rating of Section 6 was "Good".

Section 7 - Industrial Awareness

Items 7.1 and 7.2: The Contractor surpassed the contract requirements by employing three civil engineering graduates and assigned a highly experienced professional engineer to oversee their trainings. Moreover, the Contractor offered HKIE Scheme A trainings to the graduates to assist them in pursuit of professional qualification. Items 7.1 and 7.2 were therefore rated as "Good".

Item 7.3: The Contractor provided sufficient welfare facilities, for example, air-conditioned containers, toilets, and drinking water for the workers. The Contractor also organised smoking cessation programme in collaboration with the United Christian Nethersole Community Health Service to support site personnel in quitting smoking, promote better occupational health, and contribute to a healthier working environment. Item 7.3 was therefore rated as "Good".

Item 7.4: An incident occurred at Castle Peak Road on 1 February 2026, in which a member of the public tripped and fell over a misplaced fibre board at the footpath. The injured person suffered injury on her chin and subsequently received treatment at the hospital. After the incident, the Contractor took immediate remedial actions, including removal of the misplaced fibre board, levelling and patching up the uneven ground surface with asphalt material, and offering assistance to the injured person who expressed appreciation for the Contractor's prompt responses and follow-up actions. Moreover, joint inspections on the condition of existing footpath along Castle Peak Road within the site were carried out between the Contractor and resident site staff to identify defective pavement which might pose tripping hazards to the public. Remedial works were carried out accordingly. Item 7.4 was therefore rated as "Poor".

Taking into consideration the Contractor's good performance on other aspects, the whole of Section 7 was rated as "Satisfactory"

Section 8 – Resources

Item 8.1: In order to mitigate the delays due to late possession of site and unexpected lower rock head in pile foundation, the Contractor deployed 5 sets of piling equipment to enable concurrent construction of the piling works within Sheung Yue River and Kwu Tung Interchange. Moreover, the Contractor deployed drilling rigs on site to carry out pre-drill works whenever possible. Item 8.1 was therefore rated as "Good".

Item 8.2: The Contractor deployed tremendous manpower for the advance works associated with the temporary diversion of DN700 fresh watermain, including distribution of water suspension notices and arrangement of water supply to the affected residents. The Contractor also promptly removed the abandoned watermain to enable commencement of piling works at Fanling Highway Cross River Bridge so that the planned works could be completed within the prevailing dry season. Item 8.2 was therefore rated as "Good".

In view of the above, the overall rating of Section 8 was "Good".

Section 9 - Design

Item 9.2: The Contractor submitted an alternative design for the abutment KTR-A04 of Kwu Tung Road Flyover (KTRF) that resolved the clash between the ELS, the permanent works construction and the PCCW-HKT cables along southern portion of Kwu Tung Road. This enabled

F Remarks by Reporting Officer (supplementary sheet)

temporary works excavation adjacent to the cables, which were found at an unusual depth and could not be temporarily slewed due to site constraints. The design allowed permanent diversion of the PCCW-HKT cables to be carried out after full completion of the new Kwu Tung Road, thereby keeping this activity delinked from the current critical path. Item 9.2 was therefore rated as "Good."

Item 9.3: Temporary piling platforms were designed to comply with the Contractor's approved dry-season Construction Drainage Impact Assessment for piling works along Sheung Yue River. This enabled more than 85% of the viaduct's riverine piles to be constructed during the 2025/26 dry season. Item 9.3 was therefore rated as "Good."

DC/2024/03

Drainage Improvement Works in Wong Tai Sin

DC/2024/03

黃大仙雨水排放系統改善工程

Articles of Agreement
合约协议书

香港特別行政區政府 The Government of the Hong Kong Special Administrative Region
渠 務 署 Drainage Services Department
香港灣仔告士打道 5 號稅務大樓 43 樓 43/F Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong

By Fax (2375 3655) & Post

來函檔號 Your Ref:
本署檔號 Our Ref: (0162C4) in DSD CRR 7/7/805/1 DC2403
電 話 Tel : (852) 2594 7008
傳 真 Fax : (852) 2827 0287

23 July 2024

Build King – STEC Joint Venture
Units 601-605A, 6/F., Tower B,
Manulife Financial Centre,
223 Wai Yip Street,
Kwun Tong, Kowloon,
Hong Kong

(Attn. Mr. LEE Man Wai and Mr. ZHANG Zhen)

Dear Sirs,

Contract No. DC/2024/03
Drainage Improvement Works in Wong Tai Sin

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender at a tendered total of the Prices of Hong Kong Dollars Seven Hundred Ninety-two Million Two Hundred and Thirty-eight Thousand (HK$792,238,000.00) is accepted.

The following correspondence forms part of this contract:

Correspondence from WSP (Asia) Limited:-

(i) Letter ref. 2512236A-GN-00287/24 dated 28 March 2024 on "Tender Addendum No. 1" with signed certification from Build King – STEC Joint Venture ("BKSJV");
(ii) Letter ref. 2512236A-GN-00290/24 dated 5 April 2024 on "Tender Addendum No. 2" with signed certification from BKSJV;
(iii) Letter ref. 2512236A-GN-00293/24 dated 12 April 2024 on "Tender Addendum No. 3" with signed certification from BKSJV;
(iv) Letter ref. 2512236A-GN-00295/24 dated 19 April 2024 on "Tender Addendum No. 4" with signed certification from BKSJV;
(v) Letter ref. 2512236A-GN-00298/24 dated 29 April 2024 on "Tender Addendum No. 5" with signed certification from BKSJV;
(vi) Letter ref. 2512236A-GN-00301/24 dated 7 May 2024 on "Tender Addendum No. 6" with signed certification from BKSJV;

…/P.2

(vii) Letter ref. 2512191A-GN-00310/24 dated 7 June 2024 on "Correction of Tender Errors";
(viii) Letter ref. 2512236A-GN-00313/24 dated 7 June 2024 on "Request for Further Information";
(ix) Letter ref. 2512236A-GN-00317/24 dated 13 June 2024 on "Tender Clarification No. 1";
(x) Letter ref. 2512236A-GN-00339/24 dated 22 July 2024 on "Confirmation of the Rate of Delay Damages"; and
(xi) Letter ref. 2512236A-GN-00340/24 dated 23 July 2024 on "Confirmation of Correspondence Forming Part of the Contract.

Correspondence from BKSJV:-

(i) Letter ref. DC-2024-03/Q&A/001 dated 11 June 2024 on "Correction of Tender Errors";
(ii) Letter ref. DC-2024-03/Q&A/003 dated 13 June 2024 on "Request for Further Information";
(iii) Letter ref. DC-2024-03/Q&A/004 dated 19 June 2024 on "Tender Clarification No. 1";
(iv) Letter ref. DC-2024-03/Q&A/005 dated 23 July 2024 on "Confirmation of the Rate of Delay Damages"; and
(v) Letter ref. DC-2024-03/Q&A/006 dated 23 July 2024 on "Confirmation of Correspondence Forming Part of the Contract".

You should now proceed to effect the insurance policy in accordance with Clause 8 of the Contract Data Part one, Clause 83.2 of the *conditions of contract* and Annex 3 to the Scope. The insurance policy is to be submitted to me three working days prior to the date set for executing the Articles of Agreement.

You or your authorized representative are required to attend a meeting, for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TC(W) No. 7/2014. Details of the meeting will be confirmed later.

The *Project Manager* for this contract will be Chief Engineer / Project Management of Drainage Services Department at 42/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong, who will write to you separately regarding the delegation of actions to his delegates and the *starting date* referred to in Clause 3 of Contract Data Part one. The *Supervisor* for this contract will be WSP (Asia) Limited at 7/F, One Kowloon, 1 Wang Yuen Street, Kowloon Bay, Kowloon, Hong Kong,

You are to submit to the *Project Manager* the following:
a) the first programme as required by Clause 31.1 of the *conditions of contract* and Clause 3 of the Contract Data Part one;
b) the quality policy statement and quality plan as required by Clause 40.2 of the *conditions of contract* as amended by Clause I:1 of the *additional conditions of contract* and Clause 4 of the Contract Data Part one;
c) the Subcontractor Management Plan as required by Clause V:2(1) of the *additional conditions of contract*;

.../P.3

d) the procedure for competitive selecting of suppliers of Plant and Materials, Equipment and insurance as required by Clause VI:3(1) of the *additional conditions of contract*; and
e) the details of the *Contractor*'s management team as required by Clause IV:1(5) of the *additional conditions of contract*.

Also, you are to submit to the *Supervisor* the draft Environmental Management Plan and the draft Safety Plan as required by Sections 12.1.2 and 13.1.2 of the Scope respectively.

With reference to Clause 28.1 of the *conditions of contract*, in-principle consent is hereby granted for the assignment of the contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook for Civil Engineering Works (2022 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Client*. Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Client* nor have any representations or warranties been given by the *Client* on the *Contractor*'s financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Client* unless otherwise requested by the *Client*. Notwithstanding the aforesaid, the *Client* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(Brian W. H. CHOI)
Assistant Director / Projects and Development
Drainage Services Department

c.c.
Secretary, Central Tender Board – Fax: 2869 4519
Director of Highways – Fax: 2714 5203
Director of Audit – Fax: 2824 2087
Ch TA, DEVB – Fax: 2523 3950
Commissioner for Labour – Fax: 2544 3271
Director of Immigration – Fax: 2446 4333
WSP (Asia) Limited (Attn: Mr. Calvin LI) – Fax: 2856 9902

Internal
CE/PM, SE/CA2, SE/HQ, TS1

Our ref.: (0162C4) in DSD CRR 7/7/805/1 DC2403

Recent Correspondence

Issued by Engineer / Architect / Surveyor /
Supervisor / Authorized Person for the Contract

由工程师 /建筑师 /测量师 /监管人员 /
获授权人士就该合约发出的近期往来信件

Drainage Services Department
Project Management Division
18/F, Drainage Services Tower, 8 Ying Wa Street,
Cheung Sha Wan, Kowloon

渠務署
工程管理部
九龍長沙灣英華街8號
渠務大樓18樓

來函檔號 Your Ref:
本署檔號 Our Ref: (01EDBX) in DSD PM C 7/7/29/1 Pt.
電 話 Tel: (852) 3965 8218
傳 真 Fax: (852) 3104 6426

RESTRICTED

By Fax (2375 3655)
4 March 2026

Build King – STEC Joint Venture
Units 601-605A, 6/F., Tower B,
Manulife Financial Centre,
223 Wai Yip Street,
Kwun Tong, Kowloon,
Hong Kong
(Attn.: Mr. Kelvin Cheung – Site Agent)

Dear Sir,

Contract No. DC/2024/03 –
Drainage Improvement Works in Wong Tai Sin

Report on Contractor's Performance
for the Period from 1 December 2025 to 28 February 2026

I enclose herewith an advance copy of the Report on Contractor's Performance for the period from 1 December 2025 to 28 February 2026 in respect of your performance under the captioned Contract.

Please note that the performance report will be subject to endorsement by the Chairman of the Contractor's Performance Reporting Review Committee (CPRRC) of DSD. If the performance report is subsequently amended by the Chairman of the CPRRC, you will be notified accordingly.

In the event of disagreement with the grading in the performance report, you shall notify the Secretary of the CPRRC in advance by fax 2827 0287 and sending an email to kenleyckkwok@dsd.gov.hk on or before 9 March 2026 and submit written representations to the CPRRC by fax or by hand on or before 23 March 2026 in accordance with the timeframe stipulated in the Contractor Management Handbook for review by the CPRRC.

Yours faithfully,

(Ken KY HO)
for Chief Engineer/Project Management
Drainage Services Department

Encl.

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART I - SUMMARY OF PERFORMANCE

DEPARTMENT/OFFICE: DSD/PM
REPORT FOR QUARTER: (2026Q1) [Quarter] / Period / Maint / Final *

REPORTING PERIOD:
From: 01/12/2025 To: 28/02/2026

Contractor's Details

Contractor's Ref.: LESHJV
Contractor's Name: Build King–STEC Joint Venture
利基 - 上陞聯營
Contract No.: DC/2024/03 PWP No.: 176CD
Contract Title: Drainage Improvement Works in Wong Tai Sin
黃大仙雨水排放系統改善工程
Type of Contract: [Capital-Design-bid-build] / Capital-Design and Build / Maintenance / Design,Build and Operate / Others
Predominan: Category of Work: RD

Tenders invited from
List/Group/Class: AC/C/NA Cat Code: RD Prequalified: N
Contractor's Classification
List: AC Cat Code: RD Group/Class: C/NA

Contract Stage and Duration

Commencement Date: 06/08/2024
Original Contract Completion Date: 04/10/2028
Original Contract Period: 50.00 months

Section	Completion Dates: Original	Extended	Anticipated/ Certified
1	04/12/2024		04/12/2024 (C)
2	03/05/2025	13/05/2025	13/05/2025 (C)
3	05/02/2028	17/03/2028	17/03/2028 (A)
4	05/05/2028	25/05/2028	25/05/2028 (A)
5	05/05/2028	16/06/2028	16/06/2028 (A)
6	04/10/2028	15/11/2028	15/11/2028 (A)
WHOLE	04/10/2028	15/11/2028	15/11/2028 (A)

Contract Stage *

1. Design & Submission of Drawings
2. Under Manufacture
3. [X] Under Construction/Site Work Under Progress
4. Substantial Completion (excluding Establishment Period)
5. Maintenance/Defects Liability Period
6. Defects Liability Certificate Issued
7. Maintenance Certificate Issued
8. Final Payment Certificate Issued

Contract Value

Original contract sum	$M	1228.46
Estimated value of work done for this quarter	$M	61.05
Estimated value of work done to date	$M	251.19
Estimated value of work outstanding	$M	977.27
Other matters allowed for in final contract sum	$M	0.00
Estimated final contract sum	$M	1228.46

Performance

	VG	G	S	P	VP	NA
1. Workmanship			X			
2. Progress		X				
3. Site safety		X				
4. Environmental pollution control			X			
5. Organisation	X					
6. General obligations		X				
7. Industry awareness		X				
8. Resources	X					
9. Design		X				
10. Attendance to emergency (term contracts)						X
Overall performance		X				

VG: Very Good
G: Good
S: Satisfactory
P: Poor
VP: Very Poor
NA: Not Applicable

Performance Score of this report: **73.91**

Note:

1. A "Very Poor" in any one of Sections 1, 2, 3 and 4, or Item 6.10 or Item 6.17 (arising from OVTs matters in accordance with DEVB TC(W) No. 5/2020) or Item 6.19 will be a mandatory "Very Poor" in the "Overall performance" and the report will be rated as "Adverse".
2. If the performance score is less than 40, the "Overall Performance" will be a mandatory "Very Poor" and the report will be rated as "Adverse".

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance Appendix 4A

RESTRICTED

Claims #

	No.	Claimed	Assessed	Awarded	Awarded/Assessed	Unresolved
EOT claims						
Up to last period	12	383.00 days	195.00 days	128.50 days	65.90 %	188.00 days
Total to-date	13	395.00 days	195.00 days	128.50 days	65.90 %	200.00 days
Monetary claims						
Up to last period	2	$M 0.00	$M 0.00	$M 0.00	0.00 %	$M 0.00
Total to-date	2	$M 0.00	$M 0.00	$M 0.00	0.00 %	$M 0.00

Attitude to claims: Reasonable / ~~Unreasonable (if unreasonable, comment)~~ / ~~No Claims Submitted~~

Comment:

Remarks by Reporting Officer

(Include an assessment of the contractor's overall progress compared to his original programme, see Section 2 of GN. The Chief Engineer/Architect/Surveyor/Head of Office(for Consultants Administered Projects) should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement.)

(see supplementary sheet)

Report **NOT ADVERSE** / ~~**ADVERSE**~~ *

Reported by

(Ms. Ella LEE)

~~Engineer~~ / Engineer's Representative / ~~Supervising Officer's Representative~~ / ~~Architect's Representative~~ / ~~Surveyor's Representative~~ / ~~Others*~~ for the Contract

Date 02/03/2026

Agreed by

(Mr. Calvin LI)

~~Senior Engineer~~ / Engineer / ~~Supervising Officer~~ / ~~Architect~~ / ~~Surveyor~~ / ~~Others*~~ for the Contract

Date 02/03/2026

Endorsed by

(Mr. Frankie H. T. LEUNG)

Ag. Chief Engineer / ~~Architect~~ / ~~Head of Office (for Consultants Administered Projects)~~ / ~~Others*~~

Date 02/03/2026

Remarks by Reporting Review Committee

(The Chairman of the Reporting Review Committee should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement/amendment.)

This report is endorsed / has been amended *by the Reporting Review Committee
Remarks (only if Engineer/Supervising Officer/Surveyor/Architect/Others report amended):

Appeal received : Yes/No *

Result of appeal : Unfounded/Justified/NA *

Complaint against Appeal Mechanism : Yes/No *

Report **NOT ADVERSE / ADVERSE** *

( )
Chairman, Reporting Review Committee

Date .....

Number of site instructions issued to-date : 116

(*) 1. Delete as appropriate
2. For the purpose of completing reports on contractors' performance, the terminologies of "Project Manager/Supervisor/Service Manager" and their delegates in NEC are equivalent to "Supervising Officer/ Engineer/ Architect/ Surveyor" and "Supervising Officer's/ Engineer's/ Architect's/ Surveyor's Representative" in GCC respectively. The Project Manager, Supervisor, Service Manager and their delegates should coordinate to complete the reports.

(+) 1. All dates to be shown as dd/mm/yyyy e.g. 31/10/1993 (add suffix (A) or (C) after "Anticipated/Certified")

(#) 1. Claims for monies for measured or varied work, star rates, omitted items etc.should not be treated as a claim.
2. The number of claims entered should not be the number of notices of claims received but should be the number of claims quantified.

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART II - INDIVIDUAL ASPECTS OF PERFORMANCE — Revised Section 1,6 for reports ending on and after 01/06/2014

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 1	**Workmanship**						
1.1	Standard of temporary works		X				
1.2	Standard of materials/equipment supplied			X			
1.3	Standard of workmanship, earthworks		X				
1.4	Standard of workmanship, structural			X			
1.5	Standard of workmanship, finishes			X			
1.6	Standard of workmanship, conduit/pipe/duct works						X
1.7	Standard of workmanship, equipment and plant						X
1.8	Standard of workmanship, testing and commissioning						X
1.9	Standard of workmanship, landscape softworks/tree works			X			
1.10	Standard of workmanship, others						X
	Overall rating			X			
Section 2	**Progress**						
2.1	Adequacy of programme		X				
2.2	Adherence to programme		X				
2.3	Updating of programme		X				
2.4	Suitability of method and sequence of working		X				
2.5	Achievement in period		X				
2.6	Action taken to mitigate delay/catch up with programme		X				
	Overall rating		X				
Section 3	**Site safety**						
3.1	Provision and maintenance of plant		X				
3.2	Provision and maintenance of working environment		X				
3.3	Provision of information, instruction and training	X					
3.4	Provision and implementation of safe systems of work	X					
3.5	Employment of safety officer/supervisor		X				
3.6	Site accident record			X			
	Overall rating		X				
Section 4	**Environmental pollution control**						
4.1	Adequacy of water pollution mitigation measures			X			
4.2	Adequacy of noise pollution mitigation measures		X				
4.3	Adequacy of air pollution mitigation measures		X				
4.4	Adequacy of waste pollution avoidance measures			X			
4.5	Compliance with environmental enactments			X			
4.6	Action taken to remedy non-compliance						X
4.7	Implementation of waste management plan			X			
4.8	Implementation of Trip-ticket System to control disposal of construction & demolition materials			X			
	Overall rating			X			
Section 5	**Organisation**						
5.1	Adequacy of organisation structure		X				
5.2	Support by head office		X				
5.3	Adequacy of planning of work	X					
5.4	Adequacy of delegation of authority	X					
5.5	Control of supervisory staff by Site Agent	X					
5.6	Management of sub-contractors by Site Agent	X					
5.7	Adequacy of site supervisory staff		X				
5.8	Identification of and responsiveness to problems	X					
5.9	Compliance with provisions in SCC on sub-contracting and submission of the SMP		X				
	Overall rating	X					

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 6	**General obligations**						
6.1	Cleanliness of site		X				
6.2	Care of works		X				
6.3	Compliance with insurance requirements			X			
6.4	Coordination of utilities and other authorised contractors		X				
6.5	Compliance with conditions on road openings		X				
6.6	Care of utilities		X				
6.7	Compliance with enactments other than environmental			X			
6.8	Adequacy/submission of operational and maintenance manuals						X
6.9	Training of employer's personnel						X
6.10	Adequacy of notice for inspection of works			X			
6.11	Payment of sub-contractors including nominated sub-contractors			X			
6.12	Compliance with particulars related to sub-contracting			X			
6.13	Attention to site security	X					
6.14	Attention to records			X			
6.15	Attention to Submission of accounts/valuations		X				
6.16	Control of materials supplied by Government						X
6.17	Preservation and protection of trees	X					
6.18	Compliance with BIM requirements			X			
6.19	Compliance with labour importation requirements			X			
	Overall rating		X				
Section 7	**Industry awareness**						
7.1	Employment of technician apprentices and building & civil engineering graduates		X				
7.2	Training of technicians apprentices and building & civil engineering graduates			X			
7.3	Care and welfare of workers	X					
7.4	Care of the general public		X				
7.5	Employment of registered skilled workers and registered semi-skilled workers			X			
7.6	Training of workers to meet manpower demands			X			
7.7	Employment of sub-contractors registered from the Registered Specialist Trade Contractors Scheme			X			
7.8	Anti-mosquito breeding	X					
7.9	Compliance with site uniform requirements			X			
7.10	Productivity enhancements		X				
	Overall rating		X				
Section 8	**Resources**						
8.1	Adequacy of plant resources	X					
8.2	Adequacy of labour resources	X					
8.3	Adequacy of material resources	X					
	Overall rating	X					
Section 9	**Design**						
9.1	Collection & appreciation of information (e.g. design codes, design parameters)		X				
9.2	Adequacy and quality of design solutions			X			
9.3	Environmental friendliness, health & safety, innovation, energy efficiency, life cycle costs and productivity enhancements			X			
9.4	Consultation with relevant government departments and utility undertakers		X				
9.5	Quality and promptness of design submissions		X				
9.6	Quality and timely submission of as-built drawings, maintenance manuals and warranties			X			
	Overall rating		X				
Section 10	**Attendance to emergency (term contracts)**						
10.1	Response to call						X
10.2	Attendance to on-call emergency repairs						X
10.3	Speed of emergency repairs						X
	Overall rating						X

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Remarks by Reporting Officer (supplementary sheet)

Contract No. DC/2024/03 adopting NEC ECC HK Edition Option C contract form commenced on 6 August 2024. During the reporting period, the Contractor completed the works pits for Manhole No. CYR_PMH02 and Manhole No. CYR_PMH03 at Chuk Yuen Road and commenced the pipe jacking works between Manhole No. CYR_PMH03 and Manhole No. CYR_PMH02 in early January 2026, and targeted to complete in mid-April 2026 according to the latest accepted programme.

For the drainage works at Ma Chai Heng Road, the excavation and rock breaking works for Manhole No. CYR_PMH04 was completed in January 2026. The Contractor commenced the trenchless works from Manhole No. CYR_PMH4031633 to Manhole No. CYR_PMH04 on 10 December 2025 achieving a breakthrough at Manhole No. CYR_PMH04 in late January 2026. The 2100mm diameter tunnel boring machine was subsequently taken off-site for maintenance on 4 February 2026. Based on the latest accepted programme, the pipe jacking works between Manhole No. CYR_PMH4031633 to Manhole No. CYR_PMH04 was completed with about 20 days ahead.

Furthermore, the set up for the trenchless works from Manhole No. CYR_PMH04 to Manhole No. CYR_PMH05, as well as excavation and lateral support works (ELS works) at Manhole Nos. CYR_PMH05 at Fung Mo Street and Manhole No. CYR_PMH07 at Morse Park were in progress. Trial pit excavation was also underway at Manhole No. CYR_PMH08 at Morse Park and Manhole No. MP_PMH03 at Tung Tau Tsuen Road. The Contractor has maintained coordination with WSD for watermain diversion at Manhole No. CYR_PMH08 while liaised with WSD and Towngas for detection to facilitate the drainage works from Manhole No. MP_PMH02 to Manhole No. MP_PMH03.

Regarding the construction of stormwater storage tank at Morse Park, erection of temporary steel working platform and hoarding were completed while excavation and erection of waling for 3rd layer was in progress. The Contractor re-sequenced the working procedure for ELS works and early commenced the partial excavation for 4th layer, which was ahead of the latest accepted programme by 1 month.

The Contractor's overall performance of this reporting period is "Good".

Elaboration on the Contractor's performance for individual aspects as "Very Good", "Good" are given as follows:-

Section 1 - Workmanship

Item No. 1.1 "Standard of temporary works" and Item No. 1.3 "Standard of workmanship, earthworks" are rated as "Good". All temporary excavation faces including those at Manhole Nos. CYR_PMH03, CYR_PMH04, CYR_PMH05, CYR_PMH4031633, MP_PMH01, and the stormwater storage tank were properly supported and maintained in a stable condition. The Contractor's frontline staff supervised and monitored the excavation and lateral support to ensure that the works were constructed in accordance with the certified design. Additionally, the excavated materials were properly stockpiled, treated and disposed to the TKO137 and the approved alternative disposal grounds.

Section 2 - Progress

Item No. 2.1 "Adequacy of programme" and Item No. 2.3 "Updating of programme" are rated as "Good". The Contractor regularly reviewed the site progress and promptly updated the programme after re-sequencing the ELS works for the construction of stormwater storage tank. The current programme adequately reflected the Contractor's proposed works in terms of the Contractor's proposed achievements during the reporting period. The Contractor completed the trenchless works between Manhole No. CYR_PMH4031633 to Manhole No. CYR_PMH04 ahead of the latest accepted programme by 20 days. The Contractor promptly responded to PMR's comments to update the short-term programme with the preparation works for the next trenchless section.

Item No. 2.2 "Adherence to programme" and Item No. 2.5 "Achievement in period" are rated as "Good". For the construction of the stormwater storage tank at Morse Park, the Contractor completed the erection of temporary steel working platform and hoarding, as well as the second layer of excavation during the reporting period according to the agreed target. The Contractor proactively reviewed the site conditions and progress to resequence the ELS works for the construction of stormwater storage tank, including partial pre-loading the first and second layer of RMD and partial excavation starting from the fourth layer, which was ahead of the latest accepted programme by 1 month.

The Contractor also advanced the completion of the trenchless work from Manhole No. CYR_PMH4031633 to Manhole No. CYR_PMH04 by 20 days as compared to the latest accepted programme. Additionally, the Contractor swiftly responded to the urgency of the completion of the additional drainage works at Lung Cheung Road footpath before the upcoming rainy season including site investigation, TTA preparation, XP application, providing timely and valuable input for determining the u-channel layout and size. They were able to put concentrated

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resources to complete the concerned additional drainage U-channel work within 3 months from instruction and was able to release the TTA by mid Feb 2026 before Chinese New Year holiday, which was ahead of the milestone by 1.5 months.

Item No. 2.4 "Suitability of method and sequence of working" and Item No. 2.6 "Action taken to mitigate delay/ catch up with the programme" are rated as "Good". The Contractor proactively reviewed the excavation works sequence for the construction of stormwater storage tank and increased the number of clamshell telescopic arm excavators, backhoes and mobile elevating work platforms to expedite the progress. The Contractor also enlarged the temporary steel working platform at Morse Park by approximately 50% as compared to that shown in the technical proposal in the tender stage. This significant enlargement has greatly enhanced the progress of the prefabrication of waling and struts, and hence the overall progress of the excavation works. Furthermore, the Contractor has carefully re-arranged the experienced TBM operators and lifting riggers internally from Manhole No. CYR_PMH4031633 to Manhole No. CYR_PMH03 to achieve balanced productivity.

Therefore, the overall performance on Section 2 "Progress" is considered "Good".

Section 3 "Site Safety"

Item No. 3.1 "Provision and maintenance of plant" is rated as "Good". The Contractor provided and checked all the relevant certificates for the lifting wires and lifting gears marked with safe working loads before each lifting operation. The lifting plants and drilling plants were regularly inspected and maintained with proper records. Additionally, the Contractor adopted IP67 water-proofed sockets and implemented a colour-code system for cordless power-operated hand tools, which were beyond the contract requirements. The Contractor's registered electrical worker regularly checked on the electrical supply system and maintained proper records at the scattered work fronts including Chuk Yuen Road, Ma Chai Hang Road, Fung Mo Street and Morse Park.

Item No. 3.2 "Provision and maintenance of working environment" is rated as "Good". Regarding the excavation works for the stormwater storage tank at Morse Park, the Contractor maintained high site safety standards at the temporary working platform, including erection of rigid fencing with toe boards and handrails near the edge to prevent falls of people and objects, provision of safe staircases to and egress from the excavation, establishment of safe traffic arrangements and controls for numerous dump trucks on the temporary steel working platform at Morse Park. The Contractor regularly reviewed the traffic arrangements and controls on the temporary steel working platform, modifying the traffic controls to suit site progress. The Contractor also proactively displayed on-site notices to notify the dump truck drivers of modifications to the traffic arrangements and controls. For the drainage construction works, the Contractor provided safety nets to the working pits and sedimentation tanks at Manhole Nos. CYR_PMH02, CYR_PMH03, CYR_PMH04 and CYR_PMH4031633 during the site closure, securing them in place to prevent people from falling into the openings. Furthermore, the Contractor provided an all-in-one environmental monitoring device in Morse Park and implemented a mobile App "BuildSafe" for Safety Performance & Rewards System. The Contractor also hired the 3S (Special Safety Squad) to enhance S&E facilities,which were beyond Contract requirements.

Item No. 3.3 "Provision of information, instruction and training" is rated as "Very Good". The Contractor actively promoted the site safety culture and proactively launched the Safety Promotion Scheme including mobile app "Buildsafe", monthly and weekly safety worker awards, quarterly frontline foreman awards, etc. to foster a safe environment. Safety rules, safety regulations, banners, safety posters and notices including those regarding lifting operations, confined spaces works, traffic arrangements and limited vehicular speed on the temporary steel working platform were conspicuously displayed on site to convey safety messages to workers. The Contractor also proactively provided daily toolbox trainings to the workers and weekly training to the site management staff, exceeding the contract requirements. In response to a serious construction accident involving the falling of gas cylinder cage in mid-January 2026 in another contraction site, the Contractor promptly provided ad-hoc specific trainings to the all workers and frontline staff and safety surprise checks were conducted by managerial staff within a day. Enhanced safety measures were implemented, including adding an extra door lock for each gas cylinder cages, assigning a competent person to each gas cylinder cages and specifying the lifting chains for each gas cylinder cages. The Contractor also displayed graphical presentations illustrating step-by-step safe lifting procedures to ensure clear understanding by frontline staff and workers. Furthermore, regarding the construction accident involving a trapped in mechanical elevated working platform, the Contractor immediately inspected all active mechanical elevated working platform; each active working platform was verified to be equipped with an effective secondary guarding device. Also, the operator training records for safe use of mechanical elevated working platform had already been displayed on-site. In addition, a health check program and a caring program were also effectively implemented for the newcomers.

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Item No. 3.4 "Provision and implementation of safe system of work" is rated as "Very Good". The senior management of Contractor also placed great importance on safety and demonstrated their support for safety by providing four additional safety staff, including a full-time Safety Officer, a full-time assistant Safety Officer, a part-time Safety Manager and a part-time Safety Officer to enhance site safety supervision to uphold the safe systems of work. The Contractor made significant efforts to maintain high site safety standards at the temporary working platform at Morse Park, including erection of rigid fencing with toe boards and handrails near the edge to prevent falls of people and objects, provision of safe staircases to and egress from the excavation area, establishment of safe traffic arrangements and parking controls for numerous dump trucks on the temporary steel working platform. The traffic arrangement and control were regularly reviewed and adjusted to suit the site progress. The Contractor also proactively displayed notices on-site to notify the dump truck drivers of any modifications and appointed steel deck controller and standby steel deck to oversee the traffic arrangement and to ensure strict compliance.

Considering the high pedestrian flow along Fung Mo Street, the Contractor proactively applied the yellow warning box by non-skid painting on the temporary access along Fung Mo Street to alert the pedestrians. Banksmen were provided on the temporary access to assist the pedestrian.

They also launched a safety promotion including setting up a Special Safety Squad, developing a Safety Performance & Rewards System that integrates with CIC Frontline Personnel Safety Performance Recording Scheme. Furthermore, emergency and rescue drills at Chuk Yuen Road and Morse Park, as well as fire drills at Chuk Yuen Road and Morse Park were conducted during the reporting period. The Contractor notified the Resident Site Staff in advance for co-supervision of lifting operations and confined space works. The Contractor proactively established emergency teams for site patrols during long holidays, i.e. Christmas 2025 and Chinese New Year 2026.

Item No. 3.5 "Employment of safety officer/supervisor" is rated as "Good". The Safety Manager and Safety Officers made a significant effort to regularly review the site safety for working on the temporary steel working platform and established the safety rules tailored to the site's needs. Also, the Safety Officers managed their subcontractors to rectify identified defects within a day following each weekly site safety walk. Also, the Contractor provided three safety supervisors, one of whom are an accredited safety supervisor, exceeding the contract requirements.

Therefore, the overall performance on Section 3 "Site safety" is considered "Good".

Section 4 "Environmental pollution control"

Item No. 4.2 "Adequacy of noise pollution mitigation measures" is rated as "Good". The Contractor maintained the noise mitigation measure by erecting a noise barrier and SilentUp facing Fung Mo Street at Portion A1 during sheetpiling works to minimize the noise impact on nearby stakeholders. Additionally, the Contractor installed two A1 noise monitoring sensors to continuously monitor the noise level generated by the construction works. The measured noise levels were complied with the contractual requirements.

Item No. 4.3 "Adequacy of air pollution mitigation measures" is rated as "Good". During the excavation works at Morse Park, the Contractor implemented effective dust suppression measures, including an automatic water spray system and two mist cannons to cover excavated materials at Morse Park and at other work fronts. Additionally, the Contractor proactively increased water spraying measures by five times per day to minimize the impact on the park user and nearby residents.

Section 5 "Organisation"

Item No. 5.1 "Adequacy of organisation structure" is rated as "Good". The Contractor's organizational structure was considered adequate and highly effective for the current works. Key roles and responsibilities were clearly defined in organization chart and were fully staffed. The Contractor's quantity surveying team, comprising 6 staff members, had maintained sufficient resources to timely submit quotations of compensation events; consequently, 23 compensation events were successfully implemented in the reporting period. Furthermore, the Contractor has demonstrated a strong commitment to site safety and environmental management by proactively adding 5 staff dedicated to oversee these matters.

Item No. 5.2 "Support by head office" is rated as "Good". The Contractor's head office frequently involved in Monthly Site Progress

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Meetings and promptly responded on project matters. Also, the Safety Director proactively attended monthly Site Safety and Environmental Management Committee Meeting and demonstrated their positive support for site safety and environmental issue by providing 5 additional staff including a full-time Safety Officer, a full-time assistance Safety Officer, a part-time Safety Manager, a part-time Safety Officer and a full-time environmental manager.

Item No. 5.3 "Adequacy of planning of work" and Item No. 5.8 "Identification of and responsiveness to problem" are rated "Very Good". The Contractor proactively reviewed the site conditions and progress for optimization of the productivity. The Contractor re-sequenced the ELS works for the construction of stormwater storage tank including partial pre-load first and second layer of RMD and partial excavation starting from fourth layer for achieving a progress advancement of 1 month ahead the latest accepted programme. The delivery of prefabricated tubular shoring for second and third layers was well planned and controlled. They were delivered on-site as scheduled to meet the programme's needs without unnecessary occupation of site area. Additionally, the Contractor swiftly responded to the construction of the U-channel enlargement at Lung Cheung Road footpath including site investigation, TTA preparation, XP application, providing timely and valuable input for determine the u-channel layout and size. The concerned U-channel work was well planned such that it was completed in 3 months after instruction was given, which was ahead of the milestone by 1.5 months. To enhance productivity in trenchless works at Chuk Yuen Road, the Contractor assigned experienced and competent tunnel boring machine operator and riggers internally to Manhole No. CYR_PMH03.

Item No. 5.4 "Adequacy of delegation of authority", Item No. 5.5 "Control of supervisory staff by Site Agent" and Item No. 5.6 "Management of sub-contractors by Site Agent" are rated as "Very Good". The Site Agent was heavily involved in and contributed significantly to the good work planning and resource arrangement with a view of seizing opportunities for productivity enhancement. The Site Agent continuously reviewed and refined the construction sequence to expedite the excavation and lateral support works for the stormwater storage tank at Morse Park. Following that, the Site Agent exercised his authority to manage the subcontractor to increase the number of welders from 16 to 21 and general labours from 30 to 40 in a timely manner, as well as the early deployment of second clamshell telescopic arm excavators and mobile elevating work platforms to expedite the progress. Furthermore, the Site Agent effectively managed the subcontractor to complete the enlargement of u-channel at Lung Cheung Road before the upcoming wet season, ahead of the agreed milestone. For site safety, the Site Agent promptly directed his subcontractor to provide a site security guard at Portions A1 and A2 and to erect the chain-link fence at Portion A7 to prevent unauthorized entry. Furthermore, the Contractor delegated authority to his supervisory staff to manage subcontractors and site operations. As a result, site issues were resolved promptly and effectively, including implementation of pre-treatment and drying measures for excavated soil before disposal at the public fill TKO 137, and adoption of an automatic slurry injection system for the pipe jacking works from Manhole No. CYR_PMH03 to Manhole No. CYR_PMH02, which significantly reduced the need for man entry into the jacked pipes.

Item No. 5.7 "Adequacy of site supervisory staff" is rated as "Good". The Contractor provided an adequate number of site supervisory staff with relevant experience and technical knowledge in confined space works and trenchless works. The trenchless works between Manhole No. CYR_PMH4031633 to Manhole No. CYR_PMH04 was completed on 31 January 2026 which was about 20 days ahead of the latest approved programme.

Item No. 5.9 "Compliance with provisions in SCC on sub-contracting and submission of the SMP" is rated as "Good". The Contractor employed his own staff under direct contracts of employment to manage and supervise his subcontracting works. Also, the Contractor demonstrated diligence by updating the Subcontractor Management Plan (SMP) monthly to reflect the latest subcontracting arrangements, which is beyond the contract requirements of quarterly submissions.

Therefore, Section 5 "Organisation" is rated as "Very Good".

Section 6 "General Obligation"

Item No. 6.1 "Cleanliness of site" is rated as "Good". The Contractor has spent effort to keep the site clean and tidy, including regular pest control and daily cleaning. The Contractor provided the wheel-washing facilities at Morse Park, and washing facilities for workers at the scattered work fronts. The Contractor has also provided sufficient signage and lighting to demarcate the Site and public access, and workers were deployed to maintain the public access clean. The Contractor maintained all the public access tidy by implementing dust suppression measures, including a water spraying system and two mist cannons, were adopted during the excavation for stormwater storage tank.

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Item No. 6.2 "Care of works" is rated as "Good". The Contractor exercised due care in maintaining the construction plants, including the tunnel boring machines, lifting cranes, excavators and mobile elevating work platforms, ensuring the plants and machines remained in good condition through regular maintenance. Following the completion of trenchless works between Manhole No. CYR_PMH4031633 and Manhole No. CYR_PMH04, the 2100mm diameter tunnel boring machine was subsequently taken off-site for maintenance at workshop in early February 2026.

Item No. 6.4 "Coordination of utilities and other authorized contractors" and Item No. 6.6 "Care of utilities" are rated as "Good". During the reporting period, the Contractor proactively coordinated with WSD and Towngas for utility diversions to facilitate the drainage works at Manhole No. CYR_PMH08 and Manhole No. MP_PMH03. The Contractor also took due care to protect the cable with a steel frame at Manhole No. CYR_PMH05 near Wing Kong College. Fire blankets was adopted to cover the gas main at Manhole No. MP_PMH03 at Tung Tau Tsuen Road.

Item No. 6.5 "Compliance with conditions on road openings" is rated as "Good". Despite having several work fronts scattered across at Chuk Yuen Road, Ma Chai Hang Road, Fung Mo Street and Tung Tau Tsuen Road, the Contractor properly implemented the TTA and complied with the Code of Practice for Signing, Lighting and Guarding of Road Works and the conditions of the excavation permits. No non-compliances were recorded during the reporting period.

Item No. 6.13 "Attention to site security" is rated as "Very Good". At the construction sites at Morse Park, unauthorized park users entering the site to pick up the football were recorded at night. To ensure site safety, the Site Agent promptly managed his subcontractor to provide site security guards at Portions A1 and A2. The Site Agent maintained close monitoring of the security situation and erected chain-fence link at Portion A7 promptly to prevent unauthorized entry.

Item No. 6.15 "Attention to Submission of accounts/ valuations" is rated as "Good". The Contractor has continued to maintain adequate manpower for handling the quotations of compensation events. During the reporting period, they have submitted 25 nos. of high quality quotations. Of which, 23 nos. of compensation events were successfully implemented.

Item No. 6.17 "Preservation and protection of trees" is rated as "Very Good". Following the realignment of storm drain between Manhole No. CYR_PMH07 and Manhole No. CYR_PMH08 near the swimming pool at Morse Park, the Contractor made an exceptional effort to manage his subcontractor to carry out the tree survey and tree inspection for Tree Nos. T6091, T6092 and A0029 and instantly reported the health conditions of tree for facilitating the preparation of Tree Preservation and Removal Proposal. The Contractor promptly arranged the resources and completed the tree transplantation for Tree Nos. T6091, T6092 and A0029 within 10 days after instruction was given.

Therefore, Section 6 "General Obligation" is rated as "Good".

Section 7 "Industry awareness"

Item No. 7.1 "Employment of technical apprentices and building & civil engineering graduates" is rated "Good". The Contractor employed 3 nos. of civil engineering graduates exceeding the contractual requirements.

Item No. 7.3 "Care and welfare of workers" is rated as "Very Good". The Contractor proactively established the caring programme to the minority, providing weekly specific sharing sessons and safety trainings to assist them work together effectively and efficiently. The Contractor maintained with good welfare facilities to the workers such as a solar-powered kiosk with an air-conditioner in resting room, changing room, as well as drinking water facilities and hand washing facilities, an all-in-one environmental monitoring devices and first-aid facilities. Following the concerns discussed in the monthly Site Safety and Environmental Management Committee Meeting, the Contractor proactively provided two additional automated external defibrillators at Chun Yuen Road and Ma Chai Hang Road.

Item No. 7.4 "Care of the general public" is rated as "Good". The Contractor provided banksmen to control vehicles entering or leaving the site and properly maintained wheel-washing facilities to prevent mud from being carried onto the public roads by vehicles leaving the site. The Contractor also erected site hoardings at Morse Park and chain-link fence at Portions A1, A2 and A7 to prevent unauthorized entry and maintained the whole site in good and safe condition. Furthermore, the Contractor proactively arranged their supervisory staff to patrol the site during Chinese New Year 2026.

Item No. 7.8 "Anti-mosquito breeding" is rated as "Very Good". Even during the dry season in the reporting period, In2Care mosquito

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traps were installed and larvicide spraying was conducted regularly on site. To enhance mosquito breeding control, the Contractor carried out weekly fogging exercises at each scattered work fronts, which was beyond the contractual requirements.

Item No. 7.10 "Productivity enhancement" is rated as "Good". The Contractor proactively reviewed the site conditions and made measures for increasing the productivity of the storage water tank. First, the enlargement of the temporary working platform by about 50% as compared to that shown in the technical proposal in tender stage. This has allowed the prefabrication of the struts on the platform, and hence shortened the overall installation time. Furthermore, the adoption of proprietary prefabricated structs (RMD) has also significantly reduced the installation time on site. As such, the recent daily excavation productivity significantly increased to about 90 trips which has exceeded its planned programme of 56 trips.

Therefore, Section 7 "Industry awareness" is rated as "Good".

Section 8 "Resources"

Item No. 8.1 "Adequacy of plant resources" is rated as "Very Good". Two lifting cranes, two clamshell telescopic arm excavators, seven excavators and two mobile elevating work platforms were deployed for the excavation works at stormwater storage tank. The planned progress was achieved. The Contractor has adopted an automatic slurry injection system for the pipe jacking works from Manhole No. CYR_PMH03 to Manhole No. CYR_PMH02. This additional system has allowed the essential slurry injection automatically for the pipe jacking works to significantly reduce the man entry into the jacked pipes.

Item No. 8.2 "Adequacy of labour resources" is rated as "Very Good". To achieve the site progress, the Contractor significantly increased the workforce by adding five welders and ten general labours for excavation works at the stormwater storage tank. Furthermore, the Contractor provided an extra Special Safety Squad team, comprising one foreman and three number of labours, to carry out general site cleaning and special safety tasks each month to enhance the standard of safety. In addition, night work team was arranged for active mode detection at Po Kong Village Road during the reporting period.

Item No. 8.3 "Adequacy of material resources" is rated as "Very Good". The Contractor well planned the delivery of structural steel members and sheetpiles for enlargement of the temporary steel working platform by approximately 50% to enhance site productivity. The Contactor also delivered prefabricated tubular structs to the site in batches timely to tie-in with the site progress.

Therefore, Section 8 "Resources" is rated as "Very Good".

Section 9 "Design"

Item No. 9.1 "Collection & Appreciation of information" and Item No. 9.4 "Consultation with relevant government departments and utility undertakers" are rated "Good". Regarding the trenchless works at Manhole No. MP_PMH03 at Tung Tau Tsuen Road and rehabilitation works at Po Kong Village Road, the Contractor conducted an early site investigation to ascertain the locations of the existing utilities. This allow the Contractor to propose a detailed alignment and level in advance of the construction works. The Contractor also timely coordinated well with the utility companies including HyD, WSD, CLP, Towngas, etc. for the diversion and protection during construction for the drain pipes between Manhole No. MP_PMH02 and Manhole No. MP_PMH03. Furthermore, the Contractor was proactively involved in the coordination amongst Housing Authority, Leisure and Culture Services Department, Architectural Services Department for site possession of Portion C1 and successfully obtained the consent for an early site investigation in March 2026.

Furthermore, the Contractor well prepared the temporary traffic arrangement (TTA) drawings in compliance with the Code of Practice for the Lighting, Signing and Guarding of Road Works issued by Highways Department and proactively arranged TMLG meetings to seek TD's and RMO's advices. Approval on TTA drawings for construction of extra u-channel at Wong Tai Sin MTR Station Exit A and Exit E was obtained in a short period.

Item No. 9.5 "Quality and promptness of design submissions" is rated as "Good". The Contractor regularly reviewed and revised the temporary works design for the construction of stormwater storage tank at Morse Park and ELS design for launching pit at Manhole No. CYR_PMH07 near Morse Park Swimming Pool to suit the site conditions. The risk assessment and method statement, adhering to

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high-quality standards with clear presentation, were promptly updated in response to the variation and resubmitted for acceptance.

Therefore, Section 9 "Design" is rated as "Good".

ED/2018/05

Kai Tak Development - Stage 5B Infrastructure Works at the Former North Apron Area

ED/2018/05

启德发展计划—前北面停机坪第5B期的基础设施工程

Articles of Agreement
合约协议书

土木工程拓展署
Civil Engineering and Development Department

東拓展處
East Development Office

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : michaelleung@cedd.gov.hk
Telephone 電話 : (852) 3842 7080
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in EDO2-30-4125-30-12-5C
Your reference 來函檔號 :
Date 日期 : 22 July 2020

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Build King – STEC Joint Venture
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Tower B, Manulife Financial Centre,
223 Wai Yip Street,
Kwun Tong, Kowloon, Hong Kong

(Attn: Mr. Lui Yau Chun, Paul and Mr. Chen Bin)

Dear Sirs,

Contract No. ED/2018/05
Kai Tak Development – Stage 5B Infrastructure Works at the Former North Apron Area

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender at the tendered total of the Prices of **Hong Kong Dollars Six Hundred Eighty-One Million and Six Hundred Thousand only (HK$681,600,000.00)** is accepted.

The following correspondence forms part of this Contract:

(a) Tender Addendum No. 1 from AECOM Asia Company Limited to Build King Civil Engineering Limited (letter ref: IWLH:VAY:PWTY:cmyw: 60102100/08.28-2019008315W dated 29 July 2019) and Build King – STEC Joint Venture's signed Certification for Tender Addendum No. 1;

(b) Tender Addendum No. 2 from AECOM Asia Company Limited to Build King Civil Engineering Limited (letter ref: VAY: PWTY:cmyw:60102100/08.28-2019009020W dated 9 August 2019) and Build King – STEC Joint Venture's signed Certification for Tender Addendum No. 2;

(c) Tender Addendum No. 3 from AECOM Asia Company Limited to Build King Civil Engineering Limited (letter ref: VAY:PWTY: cmyw:60102100/08.28-2019009472W dated 16 August 2019) and Build King – STEC Joint Venture's signed Certification for Tender Addendum No. 3;

(d) Tender Addendum No. 4 from AECOM Asia Company Limited to Build King Civil Engineering Limited (letter ref: VAY:PWTY: cmyw:60102100/08.28-2019009850W dated 22 August 2019) and Build King – STEC Joint Venture's signed Certification for Tender Addendum No. 4;

(e) Letter from AECOM Asia Company Limited to Build King – STEC Joint Venture (ref: VAY:PWTY:cmyw:60102100/08.28-2019015554W dated 23 December 2019) for correction of arithmetical errors in Bill of Quantities and Build King – STEC Joint Venture's reply (ref: ED-2018-05/Q&A/001 dated 23 December 2019);

(f) Letter from AECOM Asia Company Limited to Build King – STEC Joint Venture (ref: VAY:PWTY:cmyw:60102100/08.28-2020000931W dated 21 January 2020) for clarification of tender prices of the items in Bill of Quantities appearing to be substantially over-priced or under-priced and unpriced items and Build King – STEC Joint Venture's reply (ref: ED-2018-05/Q&A/004 dated 22 January 2020);

(g) Letter from AECOM Asia Company Limited to Build King – STEC Joint Venture (ref: IWLH:CCTC:cmyw:60102100/08.28-2020007282L dated 17 July 2020) for the notification of rates of delay damages and the agreement from Build King – STEC Joint Venture (ref: ED-2018-05/Q&A/007 dated 20 July 2020);

(h) Letter from AECOM Asia Company Limited to Build King – STEC Joint Venture (ref: IWLH:CCTC:cmyw:60102100/08.28-2020007283L dated 20 July 2020) on "Correspondence Forming Part of the Contract" and the agreement from Build King – STEC Joint Venture (ref: ED-2018-05/Q&A/008 dated 20 July 2020); and

(i) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(i) Insurance in accordance with NEC Clauses[1] 84 and 85 and as amended by the Schedule to the Articles of Agreement;

(ii) Third Party Insurance in accordance with Clause 15.1 of the Works Information; and

(iii) Professional Indemnity Insurance in accordance with Clauses F5 and F7A of the *additional conditions of contract*.

The policies are to be submitted to the *Project Manager* three working days prior to the date set for executing the Articles of Agreement.

You or your authorised representative are required to attend a meeting for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TCW No. 7/2014. You will be advised of the details of the meeting under a separate cover.

The *Project Manager* for this Contract as defined in Clause 1 of the Contract Data Part one will be Chief Engineer/East (Special Projects) of East Development Office, Civil Engineering and Development Department at 8/F, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong who will write to you separately regarding the delegation of authority to the *Project Manager*'s Delegates and the *starting date*.

The *Supervisor* for this Contract as defined in Clause 1 of the Contract Data Part one will be AECOM Asia Company Limited at 12/F Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong who will write to you separately regarding the delegation of authority to the *Supervisor*'s Delegates.

You are required to submit to the *Project Manager* the first programme as required by Core Clause 31 for main Option B of NEC3 Engineering and Construction Contract (April 2013) published by Thomas Telford Ltd. and as amended by the Schedule of the Articles of Agreement, within two weeks of the Contract Date as stated in Clause 3 of the Contract Data Part one. You are also required to submit to the *Supervisor* the Subcontractor Management Plan, the Safety Plan and the Environmental Management Plan in accordance with Clauses C5, D6 and D20 of the *additional conditions of contract* respectively.

With reference to Clause C1 of the *additional conditions of contract*, in-principle consent is hereby granted for the assignment of this Contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook

[1] The term "NEC Clause" has the meaning assigned to it in Clause A1 of the *additional conditions of contract*.

for Civil Engineering Works (2018 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Employer*. Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Employer* nor have any representations of warranties been given by the *Employer* on the *Contractor*'s financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Employer* unless otherwise requested by the *Employer*. Notwithstanding the aforesaid, the *Employer* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau, you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(Michael CL Leung)
Project Manager (East)

c.c. without enclosure
Secretary, Central Tender Board
Director of Highways (Attn: Secretary, MRC for Roads and Drainage Category)
Director of Audit
CTA(F), DEVB
Commissioner for Labour
Director of Immigration
TS/HQ, CEDD
SE/CA3, CEDD
AECOM Asia Company Limited (Attn: Mr. Igor Ho)

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. ED/2018/05

KAI TAK DEVELOPMENT –
STAGE 5B INFRASTRUCTURE WORKS AT THE FORMER NORTH APRON AREA

ARTICLES OF AGREEMENT made and entered into this 24th day of August 2020 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as the "*Employer*") and Build King Civil Engineering Limited of Units 601-605A, 6th Floor, Tower B, Manulife Financial Centre, 223 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong and Shanghai Tunnel Engineering Co. Ltd., incorporated in the People's Republic of China with limited liability, of Units 2306-08A, Island Place Tower, 510 King's Road, North Point, Hong Kong trading as Build King – STEC Joint Venture, whose registered office is at Units 601-605A, 6th Floor, Tower B, Manulife Financial Centre, 223 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong (hereinafter referred to collectively as the "*Contractor*"). In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the NEC3 Engineering and Construction Contract (April 2013) published by Thomas Telford Limited (hereinafter referred to as "NEC3 ECC"), with amendments and additions, as recorded in this agreement.

WHEREAS the *Employer* is desirous of having the *works* executed in accordance with this contract as defined in this agreement.

AND WHEREAS the *Contractor* has agreed to Provide the Works subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The contract comprises:

   (a) this agreement and its schedule;

   (b) the NEC3 ECC booklet for the NEC3 ECC main Option B, containing the NEC3 ECC core clauses and the clauses for the NEC3 ECC main Option B (including the Shorter Schedule of Cost Components), and the applicable secondary Options identified in the Contract Data;

   (c) the Contract Data comprising:-

      (i) Contract Data Part one; and

      (ii) completed Contract Data Part two, as signed by the *Contractor* for identification;

   (d) the Form of Tender; and

(e) the following documents:

(i) the *additional conditions of contract* identified in the Contract Data.

(ii) the documents containing the Site Information, the documents containing the Works Information, the priced *bill of quantities*, the *method of measurement*, and such other documents containing information as referred to in the Contract Data.

(iii) the submission on technical resources and technical proposals made by the *Contractor* in his tender.

2. The clauses referred to in clause 1(b) shall apply to this contract as amended by the schedule to this agreement.

3. For the definition of Contract Date in NEC3 ECC core clause 11.2(4), this contract came into existence on 22 July 2020.

4. The *Contractor* will Provide the Works in accordance with the *conditions of contract* and the *additional conditions of contract* as identified in the Contract Data.

5. The *Employer* will pay the *Contractor* the amount due and carry out his duties in accordance with the *conditions of contract* and the *additional conditions of contract* as identified in the Contract Data.

6. Build King Civil Engineering Limited and Shanghai Tunnel Engineering Co. Ltd. each agrees to be jointly and severally bound by the terms of the contract.

IN WITNESS WHEREOF these Articles of Agreement have been executed as a deed the day and year first above written

SIGNED, SEALED and DELIVERED by
the *Employer* by
Mr. LEUNG Chung Lap, Michael, JP
Project Manager (East)
Civil Engineering and Development Department
in the presence of:

.....

Mr. KAN Hon Shing
Government Engineer / East (Special Projects)
Civil Engineering and Development Department
8th floor, South Tower,
West Kowloon Government Offices,
11 Hoi Ting Road, Yau Ma Tei,
Kowloon, Hong Kong

Executed and delivered
as a deed and the COMMON SEAL
of **Build King Civil Engineering Limited**
being a participant of the
Build King – STEC Joint Venture
was affixed in the presence of
Mr. ZEN Wei Peu and **Mr. SO Yiu Wing**
its directors authorized to sign the contract
by its board of directors
in the presence of a witness:

.....

Mr. LEE Man Wai
Director
Units 601-605A, 6th Floor, Tower B,
Manulife Financial Centre,
223 Wai Yip Street, Kwun Tong,
Kowloon, Hong Kong

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SIGNED, SEALED and DELIVERED)
by **Shanghai Tunnel Engineering Co. Ltd.**)
being a participant of the)
Build King – STEC Joint Venture)
by **Mr. CHEN Bin**)
its attorney under power of attorney)
dated 24 July 2020)
in the presence of:)

.....)

Mr. CHIANG Kai Ming)
Executive Deputy General Manager)
(Hong Kong Branch))
Units 2306-08A, Island Place Tower,)
510 King's Road, North Point, Hong Kong)

Recent Correspondence

Issued by Engineer / Architect / Surveyor /
Supervisor / Authorized Person for the Contract

由工程师 /建筑师 /测量师 /监管人员 /
获授权人士就该合约发出的近期往来信件

土木工程拓展署
Civil Engineering and Development Department

東拓展處
East Development Office

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : rcbchan@cedd.gov.hk
Telephone 電話 : (852) 3842 7124
Facsimile 傳真 : (852) 2301 4379
Our ref 本署檔號 : ( ) in EDO-65-4005-4C
Your ref 來函檔號 :

香港九龍油麻地海庭道 11 號
西九龍政府合署南座 8 樓
8th floor, South Tower,
West Kowloon Government Offices,
11 Hoi Ting Road, Yau Ma Tei,
Kowloon, Hong Kong

4 March 2026

By Fax: 2392 4099

Build King – STEC Joint Venture
Unit 601-605A, 6/F, Tower B, Manulife Financial Centre,
223 Wai Yip Street,
Kwun Tong, Kowloon,
Hong Kong
(Attn: Mr Wilfred SO)

Dear Sir,

Contract No. ED/2018/05
Kai Tak Development
– Stage 5B Infrastructure Works at the Former North Apron Area

Contractor's Performance Report for the Quarter ending February 2026

I enclose herewith an advance copy of both Parts I and II of the above performance report for your reference. Please note that the report will be subject to the endorsement by the Chairman of Reporting Review Committee (RRC).

In the event of disagreement with the grading in the performance report, you should notify the RRC of your disagreement in advance by fax (no. 2301 4379) or by hand (8th floor, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong) on or before 9 March 2026, and then submit written representations to the RRC by 23 March 2026.

.../2

Yours faithfully,

(Raymond C B CHAN)
for Project Manager (East)

Encl.

c.c.
AECOM (Attn: Mr Ivan TSANG) By Fax: 3922 9797

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART I - SUMMARY OF PERFORMANCE

DEPARTMENT/OFFICE: CEDD/EDO

REPORT FOR QUARTER: (2026Q1) [Quarter] / Period / Maint / Final *

REPORTING PERIOD: From: 01/12/2025 To: 28/02/2026

Contractor's Details

Contractor's Ref.: LESHJV

Contractor's Name: Build King–STEC Joint Venture
利基 - 上陞聯營

Contract No.: ED/2018/05 PWP No.: 832CL

Contract Title: Kai Tak Development - Stage 5B Infrastructure Works at the Former North Apron Area
啟德發展計劃 - 前北面停機坪第5B期的基建設施工程

Type of Contract: [Capital-Design-bid-build] / Capital-Design and Build / Maintenance / Design,Build and Operate / Others

Predominant Category of Work: RD

Tenders invited from

List/Group/Class: AC/C/NA Cat Code: RD Prequalified: N

Contractor's Classification

List: AC Cat Code: RD Group/Class: C/NA

Contract Stage and Duration

Commencement Date: 31/07/2020
Original Contract Completion Date: 30/06/2026
Original Contract Period: 71.00 months

Completion Dates

Section	Original	Extended	Anticipated/ Certified
01	26/09/2023		30/11/2026 (A)
05	17/12/2021		31/12/2025 (A)
06	29/03/2022		30/10/2022 (C)
08	29/07/2021		26/05/2021 (C)
12	25/09/2024		31/05/2026 (A)
13	30/06/2025		30/09/2025 (A)
3B	27/12/2023		31/05/2026 (A)
WHOLE	30/06/2026		30/11/2027 (A)

Contract Stage *

1. Design & Submission of Drawings
2. Under Manufacture
3. [3] Under Construction/Site Work Under Progress
4. Substantial Completion (excluding Establishment Period)
5. Maintenance/Defects Liability Period
6. Defects Liability Certificate Issued
7. Maintenance Certificate Issued
8. Final Payment Certificate Issued

Contract Value

Original contract sum	$M	928.72
Estimated value of work done for this quarter	$M	68.63
Estimated value of work done to date	$M	1077.15
Estimated value of work outstanding	$M	58.99
Other matters allowed for in final contract sum	$M	0.00
Estimated final contract sum	$M	1136.14

Performance

	VG	G	S	P	VP	NA
1. Workmanship			X			
2. Progress		X				
3. Site safety		X				
4. Environmental pollution control		X				
5. Organisation		X				
6. General obligations			X			
7. Industry awareness		X				
8. Resources	X					
9. Design						X
10. Attendance to emergency (term contracts)						X
Overall performance		X				

VG: Very Good
G: Good
S: Satisfactory
P: Poor
VP: Very Poor
NA: Not Applicable

Performance Score of this report: **73.81**

Note:

1. A "Very Poor" in any one of Sections 1, 2, 3 and 4, of Item 6.10 or Item 6.17 (arising from OVTs matters in accordance with DEVB TC(W) No. 5/2020) or Item 6.19 will be a mandatory "Very Poor" in the "Overall performance" and the report will be rated as "Adverse".
2. If the performance score is less than 40, the "Overall Performance" will be a mandatory "Very Poor" and the report will be rated as "Adverse".

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

[redacted] Claims #

	No.	Claimed	Assessed	Awarded	Awarded/Assessed	Unresolved
EOT claims						
Up to last period	13	3,760.50 days	2,999.00 days	2,999.00 days	100.00 %	761.50 days
Total to-date	23	5,125.50 days	3,257.00 days	3,257.00 days	100.00 %	1,868.50 days
Monetary claims						
Up to last period	4	$M 27.66	$M 27.66	$M 27.66	100.00 %	$M 0.00
Total to-date	4	$M 27.66	$M 27.66	$M 27.66	100.00 %	$M 0.00

Attitude to claims: Reasonable / ~~Unreasonable (if unreasonable, comment)~~ / ~~No Claims Submitted~~

Comment:

[redacted] Remarks by Reporting Officer

(Include an assessment of the contractor's overall progress compared to his original programme, see Section 2 of GN. The Chief Engineer/Architect/Surveyor/Head of Office(for Consultants Administered Projects) should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement.)

(see supplementary sheet)

Report **NOT ADVERSE** / ~~**ADVERSE**~~ *

Reported by	Agreed by	Endorsed by
(Vincent LEE)	(Ivan TSANG)	(Stephen C[illegible]O)
~~Engineer~~ / Engineer's Representative / ~~Supervising Officer's Representative~~ / ~~Architect's Representative~~ / Surveyor's Representative / ~~Others~~* for the Contract	~~Senior Engineer~~ / Engineer / ~~Supervising Officer~~ / ~~Architect~~ / ~~Surveyor~~ / ~~Others~~* for the Contract	Chief Engineer / ~~Architect~~ / ~~Head of Office (for Consultants Administered Projects)~~ / ~~Others~~*
Date 28/02/2026	Date 28/02/2026	Date 28/02/2026

[redacted] Remarks by Reporting Review Committee

(The Chairman of the Reporting Review Committee should entirely satisfy himself/herself that there is adequate documented evidence to prove that an Adverse report is warranted before endorsement/amendment.)

This report is endorsed / has been amended *by the Reporting Review Committee
Remarks (only if Engineer/Supervising Officer/Surveyor/Architect/Others report amended):

Appeal received : Yes/No *

Result of appeal : Unfounded/Justified/NA *

Complaint against Appeal Mechanism : Yes/No *

Report **NOT ADVERSE / ADVERSE** *

( )
Chairman, Reporting Review Committee

Date .....

Number of site instructions issued to-date : 154

(*) 1. Delete as appropriate
2. For the purpose of completing reports on contractors' performance, the terminologies of "Project Manager/Supervisor/Service Manager" and their delegates in NEC are equivalent to "Supervising Officer/ Engineer/ Architect/ Surveyor" and "Supervising Officer's/ Engineer's/ Architect's/ Surveyor's Representative" in GCC respectively. The Project Manager, Supervisor, Service Manager and their delegates should coordinate to complete the reports.

(+) 1. All dates to be shown as dd/mm/yyyy e.g. 31/10/1993 (add suffix (A) or (C) after "Anticipated/Certified")

(#) 1. Claims for monies for measured or varied work, star rates, omitted items etc.should not be treated as a claim.
2. The number of claims entered should not be the number of notices of claims received but should be the number of claims quantified.

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

PART II - INDIVIDUAL ASPECTS OF PERFORMANCE

Revised Section 1,6 for reports ending on and after 01/06/2014

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 1	**Workmanship**						
1.1	Standard of temporary works			X			
1.2	Standard of materials/equipment supplied			X			
1.3	Standard of workmanship, earthworks			X			
1.4	Standard of workmanship, structural			X			
1.5	Standard of workmanship, finishes			X			
1.6	Standard of workmanship, conduit/pipe/duct works			X			
1.7	Standard of workmanship, equipment and plant						X
1.8	Standard of workmanship, testing and commissioning						X
1.9	Standard of workmanship, landscape softworks/tree works			X			
1.10	Standard of workmanship, others						X
	Overall rating			X			
Section 2	**Progress**						
2.1	Adequacy of programme			X			
2.2	Adherence to programme		X				
2.3	Updating of programme			X			
2.4	Suitability of method and sequence of working		X				
2.5	Achievement in period		X				
2.6	Action taken to mitigate delay/catch up with programme			X			
	Overall rating		X				
Section 3	**Site safety**						
3.1	Provision and maintenance of plant			X			
3.2	Provision and maintenance of working environment		X				
3.3	Provision of information, instruction and training			X			
3.4	Provision and implementation of safe systems of work		X				
3.5	Employment of safety officer/supervisor		X				
3.6	Site accident record			X			
	Overall rating		X				
Section 4	**Environmental pollution control**						
4.1	Adequacy of water pollution mitigation measures			X			
4.2	Adequacy of noise pollution mitigation measures			X			
4.3	Adequacy of air pollution mitigation measures		X				
4.4	Adequacy of waste pollution avoidance measures		X				
4.5	Compliance with environmental enactments		X				
4.6	Action taken to remedy non-compliance			X			
4.7	Implementation of waste management plan		X				
4.8	Implementation of Trip-ticket System to control disposal of construction & demolition materials			X			
	Overall rating		X				
Section 5	**Organisation**						
5.1	Adequacy of organisation structure			X			
5.2	Support by head office	X					
5.3	Adequacy of planning of work		X				
5.4	Adequacy of delegation of authority		X				
5.5	Control of supervisory staff by Site Agent			X			
5.6	Management of sub-contractors by Site Agent			X			
5.7	Adequacy of site supervisory staff			X			
5.8	Identification of and responsiveness to problems		X				
5.9	Compliance with provisions in SCC on sub-contracting and submission of the SMP			X			
	Overall rating		X				

RESTRICTED

REPORT ON CONTRACTOR'S PERFORMANCE

ITEM	ASPECTS OF PERFORMANCE	Very Good	Good	Satisfactory	Poor	Very Poor	Not Applicable
Section 6	**General obligations**						
6.1	Cleanliness of site		X				
6.2	Care of works			X			
6.3	Compliance with insurance requirements				X		
6.4	Coordination of utilities and other authorised contractors			X			
6.5	Compliance with conditions on road openings			X			
6.6	Care of utilities			X			
6.7	Compliance with enactments other than environmental		X				
6.8	Adequacy/submission of operational and maintenance manuals						X
6.9	Training of employer's personnel						X
6.10	Adequacy of notice for inspection of works			X			
6.11	Payment of sub-contractors including nominated sub-contractors			X			
6.12	Compliance with particulars related to sub-contracting			X			
6.13	Attention to site security		X				
6.14	Attention to records			X			
6.15	Attention to Submission of accounts/valuations			X			
6.16	Control of materials supplied by Government						X
6.17	Preservation and protection of trees			X			
6.18	Compliance with BIM requirements			X			
6.19	Compliance with labour importation requirements						X
	Overall rating			X			
Section 7	**Industry awareness**						
7.1	Employment of technician apprentices and building & civil engineering graduates			X			
7.2	Training of technicians apprentices and building & civil engineering graduates			X			
7.3	Care and welfare of workers		X				
7.4	Care of the general public		X				
7.5	Employment of registered skilled workers and registered semi-skilled workers			X			
7.6	Training of workers to meet manpower demands			X			
7.7	Employment of sub-contractors registered from the Registered Specialist Trade Contractors Scheme		X				
7.8	Anti-mosquito breeding		X				
7.9	Compliance with site uniform requirements		X				
7.10	Productivity enhancements			X			
	Overall rating		X				
Section 8	**Resources**						
8.1	Adequacy of plant resources	X					
8.2	Adequacy of labour resources	X					
8.3	Adequacy of material resources			X			
	Overall rating	X					
Section 9	**Design**						
9.1	Collection & appreciation of information (e.g. design codes, design parameters)						X
9.2	Adequacy and quality of design solutions						X
9.3	Environmental friendliness, health & safety, innovation, energy efficiency, life cycle costs and productivity enhancements						X
9.4	Consultation with relevant government departments and utility undertakers						X
9.5	Quality and promptness of design submissions						X
9.6	Quality and timely submission of as-built drawings, maintenance manuals and warranties						X
	Overall rating						X
Section 10	**Attendance to emergency (term contracts)**						
10.1	Response to call						X
10.2	Attendance to on-call emergency repairs						X
10.3	Speed of emergency repairs						X
	Overall rating						X

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

[redacted]Remarks by Reporting Officer (supplementary sheet)

During this reporting period, the Contractor continued construction at various works fronts, including Subway SB-01, Pedestrian Street No. 4, Commercial Street and Road D1. The overall performance of the Contractor during this reporting period was rated "Good".

Section 2 – Progress

Item 2.2 (Adherence to programme) was considered "Good". With the efforts made in planning and execution of the works, the Contractor managed to achieve the planned targets of site activities including the construction of additional staircase for Subway SB-01, construction of Pedestrian Street No. 4 and construction of water mains at Olympic Avenue westbound. In particular, the defect rectification works were completed in a timely manner to enable the successful opening of the additional staircase at LW-02 in December 2025 to enhance the connectivity to the adjoining light public housing.

Item 2.4 (Suitability of method and sequence of working) was considered "Good". The Contractor carefully planned his works sequence such that the additional staircase for Subway SB-01 could be constructed safely and smoothly. Besides, with an aim to minimize hazards to road users, temporary traffic arrangement scheme along Olympic Avenue and Road D1 was implemented effectively to facilitate the HKPF's traffic control during Kai Tak Sports Park's events.

Item 2.5 (Achievement in period) was considered "Good". Construction of Pedestrian Street No. 4 was mostly completed in this reporting period. The Contractor was able to promptly re-arrange his resources, and deploy additional labour and plant resources in a timely manner, to meet the programme for construction of additional staircase for Subway SB-01. In particular, the successful opening of the additional staircase in December 2025 at LW-02 could effectively enhance the connectivity to the adjoining light public housing.

The overall performance of Section 2 was considered "Good".

Section 3 – Site Safety

Item 3.2 (Provision and maintenance of working environment) was rated "Good". The Contractor continued to adopt proprietary product of metal scaffolding as working platform and falseworks to enhance safety for working at height, in particular for the construction of staircase and installation of glazing for lifts at Subway SB-01. In view of the construction works on sloping ground for staircase at Subway SB-01, the Contractor tailor made a staircase access by using scaffold materials. The Contractor also maintained application of various smart site safety devices on site to enhance safety in working environment, including 360 sensor on excavators, setting up CCTV inside the cabin of 3 nos. of excavator and another 12 nos. of CCTV were set up among the site to cover the whole site without blind spots to enhance safety of moving plants and other site operations. Another 2 nos. of CCTV were installed at the entrance and the barrel of Subway SB-01 so as to monitor the works at the subway continuously.

Item 3.4 (Provision and implementation of safe system of works) was rated "Good". The Contractor continued to develop safe working procedures for different scopes of works and created two "WhatsApp" groups for high risk activities, such as working in confined space, for monitoring the implementation of related safe working procedure, and another "WhatsApp" group to enhance the checking of scaffolding as recommended by DEVB.

Item 3.5 (Employment of safety officer / supervisor) was rated "Good". The Contractor continued to engage experienced site safety personnel including six Safety Supervisors in the daily site safety supervision, and one additional Safety Officer as an independent safety checker to further enhance the safety performance. Besides, the Corporate Safety Manager regularly attended the site safety meeting and provided valuable advice to enhance the safety system of works on site which was also supported by site visit of Senior Management. Furthermore, the Contractor proactively provided continuous safety training to their site staff and in this quarter, there were in total one Safety Supervisor possessing both certificate of Rigger and Signaler "A12S" and certificate of Lifting Safety Supervisor "LSSZ", and eight riggers with certificate of Rigger and Signaler "A12S". Those qualified and well-trained staffs promoted effective daily site safety supervision.

The overall performance of Section 3 was rated "Good".

Section 4 – Environmental pollution control

Item 4.3 (Adequacy of air pollution mitigation measures) was considered "Good". The Contractor responded promptly by engaging a

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Standard Proforma of Report on Contractor's Performance — Appendix 4A

RESTRICTED

[redacted]Remarks by Reporting Officer (supplementary sheet)

HOKLAS laboratory to test air quality inside RSS site office after receiving RSS' concern on the bleach-like odor, eye irritation symptoms and accelerated rusting on metal surface. Moreover, the Contractor swiftly procured gas detectors to measure chlorine gas levels inside and around the RSS site office daily.

Item 4.4 (Adequacy of waste pollution mitigation measures) was considered "Good". The Contractor implemented their waste pollution avoidance measures effectively such that no non-compliance or violation to enactment was observed in this reporting period.

Item 4.5 (Compliance with environmental enactments) was considered "Good". The Contractor had proactively taken measures to comply with environmental enactments. By exercising good controls, no violation of the conditions on the CNP / regulations was reported and no adverse observation from the Independent Environmental Checker was received in this reporting period. Besides, the Contractor participated in a trial implementation of the BioFuture Rodent Trapper (BRT) at the site office to enhance rodent control.

Item 4.7 (Implementation of waste management plan) was considered "Good". The Contractor disposed the surplus C&D material to approved alternative disposal ground in order to minimize and reuse C&D material generated under this contract.

The overall performance of Section 4 was considered "Good".

Section 5 – Organisation

Item 5.2 (Support by head office) was considered "Very Good". To meet the targets requested by other departments and authorities, the Contractor's senior management gave directive and full support to his site management team to review the programme and provide adequate resources to construct the additional staircase for Subway SB-01.

Item 5.3 (Adequacy of planning of work) was considered "Good". The Contractor carefully planned his works sequence such that the additional staircase for Subway SB-01 could be constructed safely and smoothly under limited working space.

Item 5.4 (Adequacy of delegation of authority) was considered "Good". The Contractor had adequately delegated his authority to his site management team and supervisory staff to direct and control site activities. It can often be observed that the sub-contractors accepted the site management team's or the supervisory team's authorities.

Item 5.8 (Identification of and responsiveness to problems) was considered "Good". The Contractor's site team continued to attend weekly construction meetings and ad-hoc meetings with the RSS and communicated effectively with the RSS which helped identify and resolve site issues such as the temporary work design and construction sequence for the additional staircase of Subway SB-01.

The overall performance of Section 5 was considered "Good".

Section 6 – General Obligation

Item 6.1 (Cleanliness of site) was rated "Good". The Site and the areas abutting it were continually maintained in a clean and tidy manner.

Item 6.7 (Compliance with enactments other than environmental) was considered "Good". The Contractor continued to maintain a good record of no non-compliance with enactments other than environmental.

Item 6.13 (Attention to site security) was considered "Good". Site security was well maintained. Sufficient security measures were provided to ensure the Supervisor's site office compound was properly secured. Frequent patrols for the works areas at Olympic Avenue and Concorde Road were carried out to ensure site security as well.
Item 6.3 (Compliance with insurance requirements) was considered "Poor". The Contractor had not provided / renewed in a timely manner all the necessary Professional Indemnity Insurance (PII) as required under the Contract. As of the end of this reporting period, there were outstanding PIIs for the Designer and Independent Checking Engineer in respect of the Contractor's Design.

The overall performance of Section 6 was considered "Satisfactory".

Revision Date: January 2024

Standard Proforma of Report on Contractor's Performance Appendix 4A

RESTRICTED

[redacted]Remarks by Reporting Officer (supplementary sheet)

Section 7 – Industry Awareness

Item 7.1 (Employment of technician apprentices and building & civil engineering graduates) was considered marginally "Satisfactory". The Contractor had complied with the contract requirements for the recruitment of Technician Apprentices and Civil Engineering Graduates. However, there had been insufficient recruitment of graduates from the Enhanced Construction Manpower Training Scheme and trainees from the Construction Tradesman Collaborative Training Scheme and the Contractor had been reminded and requested to follow the contract requirements to employ sufficient candidates.

Item 7.3 (Care and welfare of workers) was considered "Good". The Contractor continued to provide welfare enhancement measures, e.g. provision of rest places with toilets to improve workers' welfare.

Item 7.4 (Care of the General public) was considered "Good". The Contractor took care of the public and prepared, in advance, temporary traffic arrangement scheme at Olympic Avenue under different scenarios to suit the opening of Road D1.

Item 7.7 (Employment of sub-contractors registered from the Registered Specialist Trade Contractors Scheme of the Construction Industry Council) was considered "Good". The Contractor employed all relevant tiers of sub-contractors registered under the respective trades available under the Registered Specialist Trade Contractors Scheme.

Item 7.8 (Anti-mosquito breeding) was considered "Good". The Contractor provided solar-powered mosquito killing lanterns as additional anti-mosquito measures and implemented stringent control measures to safeguard against mosquito breeding in the site area.

Item 7.9 (Compliance with site uniform requirements) was considered "Good". The Contractor provided site uniforms to the staff in accordance with the contract requirements. The site uniforms were maintained in tidy and good conditions.

The overall performance of Section 7 was considered "Good".

Section 8 – Resources

Item 8.1 (Adequacy of plant resources) was rated "Very Good". The Contractor deployed sufficient plant resources to facilitate the construction of Pedestrian Street No. 4 and additional staircase for Subway SB-01. The additional staircase at LW-02 was also successfully opened for public use following a well-received PR activity for the members of Kowloon City District Council and the Hong Kong Federation of Trade Unions.

Item 8.2 (Adequacy of labour resources) was rated "Very Good". The Contractor deployed sufficient labour resources in a timely manner to complete Pedestrian Street No. 4. The Contractor also maintained sufficient labour resources of suitable levels of skills to afford the extended working hours for the additional staircase of Subway SB-01. The additional staircase at LW-02 was also successfully opened for public use following the well-received PR activity.

The overall performance of Section 8 was considered "Very Good".

填写表格 A 的一般说明

1. 如有需要，可以将需提供的资料填写在相同格式的补充表内。
2. 当要求提供与工程师相关的资料或来自工程师的文件时，若提供来自客户及/或工程师、建筑师、测量师、监管人员、获授权人士或项目经理（或在涉及合约中适用的同等职位）的相应资料或文件，亦可接受。
3. 为标书评估目的，表格 A 中填写的合约批给时的原始合约总额，将由项目经理指定人员根据土木工程指数（CEWI）调整至首次发出招标邀请日期的现价，无论投标截止日期是否有任何延长。
4. 工程原始合约总额是指合约批给时的原始合约总额，计入工程的全额价值，而不根据过去联合体的参与百分比 / 价值份额进行任何调整。应注明原始合约总额的货币（例如：港币、美元、欧元）。客户将根据评分标准（投标者须知附录 2）所载规则，将合约批给时的原始合约总额调整至现价及港币（如属其他货币），并按公司在过去联合体中的参与百分比 / 份额（如适用）进行调整。投标者不应自行调整原始合约总额及转换货币。

表格 A – 投标者的经验

（表格 A 要求的所有资料将用于标书评估，但不构成合约的一部分。）

投标者名称(如属联合体，则为个人参与者/股东)	合约编号及合约名称	参与/份额百分比(仅适用于由联合体完成的合约)	已注明货币的工程原始合约总额	合约批给日期	核证的合约完工日期	工程师或项目经理的姓名、地址、电邮地址、电话及传真号码	雇主/客户的姓名、地址、电邮地址、电话及传真号码
上海隧道工程股份有限公司 Shanghai Tunnel Engineering Co. Ltd.	NE/2016/01 Development of Anderson Road Quarry Site NE/2016/01：安达臣道石矿场用地发展工程	俊和-上海隧道-宏致联营体： ● 俊和：41% ● 上海隧道工程股份有限公司：39% ● 宏致(Vasteam)：20% Chun Wo 41% **Shanghai Tunnel Engineering Co. Ltd. 39%** Vasteam 20%	**原始合约总额：26.68 亿港元** **以下内容仅供参考：** *调整后合约总额为* ***30.05 亿人民币*** (根据土木工程指数 CEWI 计算：2026 年 1 月为 875.2；2016 年 12 月（中标日）为 676) （汇率参考：1.00 港币≈0.87 人民币，按 2026 年 5 月 11 日计） 调整后合约总额： HKD 2,668M x 875.2 / 676 *0.87 =CNY 3005M **Original Contract Sum: HKD 2,668 M**	2016 年 12 月 13 日 13 Dec 2016	2024 年 6 月 30 日 30 June 2024	Mr. Simon Illingworth Engineer Designate 电话：3922 9000 传真：3922 9797 电邮： simon.illingworth@aecom.com Mr. Simon Illingworth Engineer Designate Tel: 3922 9000 Fax: 3922 9797 Email: simon.illingworth@aecom.com	Mr. LEUNG Chung Lap, Michael, JP 土木工程拓展署 东部拓展处 电话：3842 7080 传真：2739 0076 电邮： michaelleung@cedd.gov.hk Mr. LEUNG Chung Lap, Michael, JP CEDD East Development Office Tel: 3842 7080 Fax: 2739 0076

		Joint Venture	Adjusted contract sum to CNY: 3,005M (CEWI on Jan 2026: 875.2; CEWI on Dec 2016: 676) (Exchange rate: 0.87 hkd as at 11 May 2026) Adjusted Value: HKD 2,668M x 875.2 / 676 *0.87 =CNY 3005M				Email: michaelleung@cedd.gov.hk
上海隧道工程股份有限公司 Shanghai Tunnel Engineering Co. Ltd.	NE/2017/01 Tseung Kwan O - Lam Tin Tunnel - Tseung Kwan O Interchange and Associated Works NE/2017/01：将军澳—蓝田隧道 — 将军澳交汇处及相关工程	俊和-上海隧道-中国中冶联营体： ● 俊和 (Chun Wo)：34% ● 上海隧道工程股份有限公司：33% ● 中国中冶 (China Metallurgical)：33% Chun Wo - Shanghai Tunnel Engineering Co. Ltd. - China Metallurgical JV Chun Wo 34% Shanghai Tunnel Engineering Co. Ltd. 33% China Metallurgical 33%	**原始合约总额：7.28 亿港元** **以下内容仅供参考：** *调整后合约总额为* ***7.64 亿人民币*** (根据土木工程指数 CEWI 计算：2026 年 1 月为 875.2；2018 年 1 月（中标日）为 725.3) （汇率参考：1.00 港币≈0.87 人民币，按 2026 年 5 月 11 日计） 调整后合约总额： HKD 728M x 875.2/ 725.3 *0.87=CNY 764.26M **Original Contract Sum: HKD 728 M** Adjusted contract sum to CNY: 764M (CEWI on Jan 2026: 875.2; CEWI on Jan 2018: 725.3) (Exchange rate: 0.87 hkd as at 11 May 2026) Adjusted Value:HKD 728M x 875.2/ 725.3 *0.87=CNY 764.26M	2018 年 1 月 10 日 22 Jan 2018	2022 年 1 月 11 日 11 Jan 2022	Mr. KY Chan 艾奕康有限公司 (AECOM Asia Co. Ltd.) 电话：3922 9000 传真：2759 1698 电邮：kyc1338@hotmail.com Mr. KY Chan AECOM Asia Co. Ltd. Tel: 3922 9000 Fax: 2759 1698 Email: kyc1338@hotmail.com	Mr. CHEUNG Kwok Ho, Mike 土木工程拓展署 东部拓展处 电话：3842 7105 传真：2739 0076 电邮：mikekhcheung@cedd.gov.hk Mr. CHEUNG Kwok Ho, Mike CEDD East Development Office Tel: 3842 7105 Fax: 2739 0076 Email:mikekhcheung@cedd.gov.hk
上海隧道工程股份有限公司 Shanghai Tunnel Engineering Co. Ltd.	Mumbai Metro Line 3-UGC 01 孟买地铁 3 号线-UGC 01	● Larsen & Toubro Ltd.：65% ● 上海隧道工程股份有限公司：35% ● Larsen & Toubro Ltd. 65% ● Shanghai Tunnel Engineering Co. Ltd. **35%**	**原始合约总额：INR 21,442.3 百万及 USD 135.58 百万** **以下内容仅供参考：** *调整后合约总额为 32.87* ***亿人民币*** (根据土木工程指数 CEWI 计算：2026 年 1 月为 875.2；2016 年 7 月（中标日）为 652.6) （汇率参考：1.00 美元≈6.847 人民币，1 卢比≈0.071 人民币按 2026 年 5 月 11 日计）	2016 年 7 月 Jul 2016	2021 年 1 月 Jan 2021	孟买地铁公司（Mumbai Metro Rail Corporation Limited） 联系人： S. K. Gupta 地址： NaMTTRI 大楼，R 13 地块，E 区，BKC，孟买（东），邮编 400051 电话： +91 22 2638 4602 传真： +91 22 2659 2005 电邮：mumbaimetro3@mmrcl.com	孟买地铁公司（Mumbai Metro Rail Corporation Limited） 联系人： S. K. Gupta 地址： NaMTTRI 大楼，R 13 地块，E 区，BKC，孟买（东），邮编 400051 电话： +91 22 2638 4602 传真： +91 22 2659 2005 电邮：mumbaimetro3@mmrcl.com

			调整后合约总额： (21,442.3 M x 0.071 + 135.58 x 6.847) x 875.2 / 652.6 =3286.65M CNY Original Contract Sum: INR 21442.3M & USD 135.58M Adjusted contract sum to CNY: CNY 3286.65M CNY (Exchange rate: 0.071 (INR) & 6.847 (USD) as at 11 May 2026) (CEWI on Jan 2026: 875.2; CEWI on Jul 2016: 652.6) Adjusted Value: (21,442.3 M x 0.071 + 135.58 x 6.847) x 875.2 / 652.6 =3286.65M CNY			Ronald James Mickell Add: Unit No. 201, 2nd Floor, Air India Road, Jamilpada Vidya Nagari, Kalina, Santacruz (East), Mumbai, Maharashtra - 400 098, India Tel: +91 22 2657 5200 Fax: +91 22 2657 5122 Email: mumbaimetro3@mmrcl.com	S. K. Gupta Add: NaMTTRI Building, Plot # R 13, E Block, BKC, Bandra (E) Mumbai -400 051 Tel: +91 22 2638 4602 Fax: +91 22 2659 2005 Email: mumbaimetro3 @mmrcl.com
上海隧道工程股份有限公司 Shanghai Tunnel Engineering Co. Ltd.	MM3-CBS-UGC-07 MUMBAI METRO LINE-3 UGC 07 PROJECT MM3-CBS-UGC-07 孟买地铁 3 号线 UGC 07 项目	● Larsen & Toubro Ltd.：65% ● 上海隧道工程股份有限公司：35% ● Larsen & Toubro Ltd. 65% ● Shanghai Tunnel Engineering Co. Ltd. **35%**	**原始合约总额：INR 16021.58 百万及 USD 109.14 百万** **以下内容仅供参考：** *调整后合约总额为* ***25.28 亿人民币*** (根据土木工程指数 CEWI 计算：2026 年 1 月为 875.2；2016 年 7 月（中标日）为 652.6) （汇率参考：1.00 美元≈6.847 人民币，1 卢比≈0.071 人民币按 2026 年 5 月 11 日计） 调整后合约总额： (16021.58 M x 0.071 + 109.14 x 6.847) x 875.2 / 652.6 = 2527.72M CNY Original Contract Sum: INR 16021.58 M & USD 109.14M Adjusted contract sum to CNY: CNY 2527.72M (Exchange rate: 0.071 (INR) & 6.847 (USD) as at 11 May 2026) (CEWI on Jan 2026: 875.2; CEWI on Jul 2016: 652.6) Adjusted Value: (16021.58 M x 0.071 + 109.14 x 6.847) x 875.2 / 652.6 = 2527.72M CNY	2016 年 7 月 Jul 2016	2021 年 1 月 Jan 2021	孟买地铁公司（Mumbai Metro Rail Corporation Limited） 联系人： S. K. Gupta 地址： NaMTTRI 大楼，R 13 地块，E 区，BKC，孟买（东），邮编 400051 电话： +91 22 2638 4602 传真： +91 22 2659 2005 电邮： mumbaimetro3@mmrcl.com Ronald James Mickell Add: Unit No. 201, 2nd Floor, Air India Road, Jamilpada Vidya Nagari, Kalina, Santacruz (East), Mumbai, Maharashtra - 400 098, India Tel: +91 22 2657 5200 Fax: +91 22 2657 5122 Email: mumbaimetro3@mmrcl.com	孟买地铁公司（Mumbai Metro Rail Corporation Limited） 联系人： S. K. Gupta 地址： NaMTTRI 大楼，R 13 地块，E 区，BKC，孟买（东），邮编 400051 电话： +91 22 2638 4602 传真： +91 22 2659 2005 电邮： mumbaimetro3@mmrcl.com S. K. Gupta Add: NaMTTRI Building, Plot # R 13, E Block, BKC, Bandra (E) Mumbai -400 051 Tel: +91 22 2638 4602 Fax: +91 22 2659 2005 Email: mumbaimetro3 @mmrcl.com

投标者在过去 5 年内完成的、涉及道路及排水工程的香港境内或境外（不含内地）建筑合约经验，且经调整后的合约总额不少于 5,000 万港元。

注：请参阅填写表格 A 的一般说明

对于在香港完成的非政府合约及在香港境外完成的合约，应提供客户、工程师或项目经理对本表格内填写的所有资料的核证、合约协议书、中标函或同等文件、显示合约总额的相关定价文件，以及完工证明及显示工程范围/性质的相关文件。对于在香港完成的政府合约，应提供合约协议书、中标函或同等文件、显示合约总额的相关定价文件、完工证明及显示工程范围/性质的相关文件。如所提交的建筑合约是由投标者以联合体参与者或股东身份完成，投标者亦应提交有关各项工程按价值计算的参与百分比份额的证明文件。如客户认为某项合约缺乏足够且可信的证据支持，或所提供的有关合约存在、实质完工、合约总额/价值或工程详情的资料存在矛盾，客户可不予理会。客户可联络相关方获取投标者的表现记录/推荐信，投标者提交标书即被视为已同意相关方向客户发布为完成标书评估所需的表现记录/推荐信。

安达臣道石矿场用地发展工程

NE/2016/01 Development of Anderson Road Quarry Site

安达臣道石矿场用地发展工程

Details of the contract 合同详情	Documentary evidence submitted and remarks 提交的证明文件
Existence of the contract, date of contract award, and original contract sum 合同存在情况、合同授予日期及原始合同金额	i) Letter of Acceptance dated 13 December 2016; 2016 年 12 月 13 日的中标通知书; ii) Contract Document 合同文件 iii) JV Percentage ,联合体份额比例
Certified contract completion date 经认证的合同完成日期	i) The Client's certificate of completion 竣工验收报告 ii) Client Supporting Documents 业主证明
Related Supporting Documents 相关支持文件	i) Bills of Quantities — Grand Summary 工程量清单总汇表

NE/2016/01
Development of Anderson Road Quarry Site

NE/2016/01
安达臣道石矿场用地发展工程

Letter of Acceptance
中标通知书

土 木 工 程 拓 展 署
Civil Engineering and Development Department

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : wmwong@cedd.gov.hk
Telephone 電話 : (852) 2301 1380
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in NTE-JB 2/765CL/100A
Your reference 來函檔號 :
Date 日期 : 13 December 2016

新界東拓展處
New Territories East Development Office

九龍尖沙咀麼地道 77 號
華懋廣場 1213 室
Suite 1213, Chinachem Golden Plaza,
77 Mody Road,
Tsimshatsui,
Kowloon, Hong Kong.

Chun Wo – STEC – Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon

By Fax (2744 6937) & Post

(Attn: Mr. Andy Yiu)

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works
for Development of Anderson Road Quarry Site

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender (Alternative Design) which totals Hong Kong Dollars Two Billion Six Hundred Sixty Eight Million Three Hundred Thirty Three Thousand only (HK$2,668,333,000.00) is accepted.

The following correspondence forms part of this Contract:

(a) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016006111T) dated 20 July 2016 on Tender Addendum No. 1 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(b) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016006778T) dated 4 August 2016 on Tender Addendum No. 2 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(c) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016007099T) dated 12 August 2016 on Tender Addendum No. 3 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(d) Letter from AECOM Asia Company Limited to Chun Wo Construction and

Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016007793T) dated 1 September 2016 on Tender Addendum No. 4 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(e) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:ccht:60328348/15.2-2016009500T) dated 25 October 2016 on the tender rates/amounts in Bills of Quantities;

(f) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0684-2016) dated 28 October 2016 confirming the tender rates/amounts raised in the above letter (e) and to abide by the tender;

(g) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:wmy:60328348/15.2-2016009548T) dated 26 October 2016 on the tender rates/amounts in Bills of Quantities;

(h) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0692-2016) dated 28 October 2016 confirming the tender rates/amounts raised in the above letter (g) and to abide by the tender;

(i) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:ccht:60328348/15.2-2016009722T) dated 3 November 2016 on the tender rates/amounts in Bills of Quantities;

(j) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0700-2016) dated 4 November 2016 confirming the tender rates/amounts raised in the above letter (i) and to abide by the tender;

(k) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: HKT:AWYC:wmy:60328348/15.2-2016010832T) dated 8 December 2016 on the rates of Liquidated Damages based on the tendered value of the Works; and

(l) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0775-2016) dated 9 December 2016 confirming the rates of Liquidated Damages stated in the above letter (k); and

(m) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(a) Care of the Works Insurance in accordance with Clause SCC 11 of the Special Conditions of Contract;

(b) Third Party Insurance in accordance with Clause SCC 12 of the Special Conditions of Contract; and

(c) Professional Indemnity Insurance in accordance with Clause SCC 72 of the Special Conditions of Contract.

The policies are to be submitted to me three working days prior to the date set for executing the Articles of Agreement.

You are to inform me by return of the name of the Bondsman who has agreed to act as your guarantor in respect of this Contract. The bond must be duly executed as a deed and must be submitted to me three working days prior to the date set for executing the Articles of Agreement.

You or your authorized representative are required to attend a meeting held in Conference Room 1213A, Suite 1213, Chinachem Golden Plaza, 77 Mody Road, Tsim Sha Tsui East, Kowloon at 11:00 am on 23 December 2016, for the purpose of executing the Articles of Agreement, bringing with you the receipt for security deposit together with the necessary documents in accordance with the DEVB TCW No. 7/2014.

The Engineer for this Contract will be AECOM Asia Co. Ltd. of 8/F Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Sha Tin, New Territories who will write to you separately regarding the delegation of authority to the Engineer's Representative and the date for commencement of the Works.

You are to submit to the Engineer the programme, the Safety Plan, the Sub-contractor Management Plan and the Environmental Management Plan as required by Clause SCC 42A1, Clause SCC 23, Clause SCC 44 and Clause SCC 63 respectively of the Special Conditions of Contract.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau, you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(WONG Wai-man)
Project Manager (NTE)

c.c.

Secretary, Central Tender Board
DCED (Attn.: Secretary, MRC for Site Formation Category)
D of Hy (Attn.: Secretary, MRC for Roads and Drainage Category)
Director of Audit
Ch TA, DEVB
Commissioner for Labour
Director of Immigration
CEDD HQs
Senior Engineer/Contract Adviser 3
AECOM Asia Company Limited (Attn.: Mr. Simon Illingworth)

Contract Document
合同文件

CERTIFIED TRUE COPY
AECOM Asia Company Limited

土木工程拓展署
Civil Engineering and Development Department
New Territories East Development Office

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

Booklet 1 of 8

This book containing:

(I) Articles of Agreement

(II) Letter of Acceptance

(III) Tender Addenda

(IV) Post Tender Correspondence

(V) Percentage Participation of Joint Venture

(VI) Form of Tender

(VII) General Conditions of Contract for Civil Engineering Works (1999 Edition)

(VIII) Special Conditions of Contract

Consulting Engineer:
AECOM Asia Co. Ltd.
8/F., Grand Central Plaza, Tower 2
138 Sha Tin Rural Committee Road
Sha Tin, N.T.
HONG KONG

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
NEW TERRITORIES EAST DEVELOPMENT OFFICE

CONTRACT NO. NE/2016/01

Site Formation and Infrastructure Works for
Development of Anderson Road Quarry Site

Booklet 1 of 8

(I) Articles of Agreement

(II) Letter of Acceptance

(III) Tender Addenda

(IV) Post Tender Correspondence

(V) Percentage Participation of Joint Venture

(VI) Form of Tender

(VII) General Conditions of Contract for Civil Engineering Works (1999 Edition)

(VIII) Special Conditions of Contract

Booklet 2 of 8

(I) Particular Specification Preamble

(II) Particular Specification (Section 1)

Booklet 3 of 8

(I) Particular Specification (Section 2 to Section 23)

Booklet 4 of 8

(I) Particular Specification (Section 25 to Section 46)

Booklet 5 of 8

(I) General and Particular Preambles to Bills of Quantities

(II) Bills of Quantities (Bill No. 1 to 14)

土木工程拓展署
Civil Engineering and Development Department
New Territories East Development Office

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

Post-tender Changes included in the Contract have been initialled by:

K. C. Choy, Esq on behalf of Chun Wo – STEC – Vasteam Joint Venture

Suki S. K. Kwok, Esq on behalf of Civil Engineering and Development Department

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
NEW TERRITORIES EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

ARTICLES OF AGREEMENT

THE GOVERNMENT OF
THE HONG KONG SPECIAL ADMINISTRATIVE REGION

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR
DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

ARTICLES OF AGREEMENT

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

ARTICLES OF AGREEMENT made and entered into this Twenty-third day of December 2016 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Employer") and Chun Wo Construction and Engineering Company Limited of C2, 5/F, Hong Kong Spinners Industrial Building, 601-603 Tai Nan West Street, Cheung Sha Wan Road, Kowloon, Hong Kong and Shanghai Tunnel Engineering Company Limited of Flat/Rm 2-5, 26/F Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong and Vasteam Construction Limited of C2, 5/F, Hong Kong Spinners Industrial Building, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong trading as "Chun Wo – STEC – Vasteam Joint Venture", whose registered office is at C2, 5/F, Hong Kong Spinners Industrial Building, 601 – 603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong (hereinafter referred to as "the Contractor"). In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and the Special Conditions of Contract hereinafter referred to.

WHEREAS the Employer is desirous of having the Works executed in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.

AND WHEREAS the Contractor has agreed to execute the Works subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter contained, the Contractor shall execute the Works to the satisfaction of the Engineer in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.

2. The Contractor shall execute the Works within the period stipulated in the Contract or within such further time as may be determined by the Engineer in accordance with the provisions of the Contract.

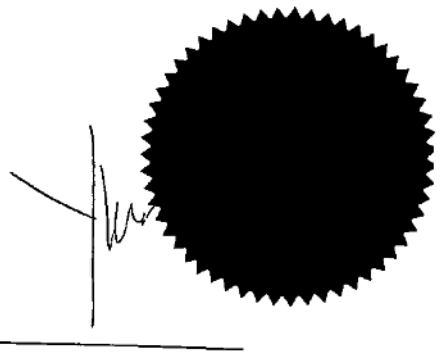
3. The Employer shall pay to the Contractor the Final Contract Sum at the times and in the manner specified in the Contract.

4. Chun Wo Construction and Engineering Company Limited and Shanghai Tunnel Engineering Company Limited and Vasteam Construction Limited each agrees to be jointly and severally bound by the terms of the Contract.

IN WITNESS WHEREOF these Articles of Agreement have been executed as a deed by the parties hereto on the date first above written.

SIGNED, SEALED AND DELIVERED by)
the Employer by)
)
Mr. WONG Wai-man, JP)
Project Manager (New Territories East))
Civil Engineering and Development Department)
Suite 1213 Chinachem Golden Plaza,)
77 Mody Road, Tsim Sha Tsui East, Kowloon)
)
)
)
)
in the presence of:)
)
)
)
)
)
)
)
)
Mr. Michael C L LEUNG)
Deputy Project Manager (New Territories East)1)
Civil Engineering and Development Department)
Suite 1213 Chinachem Golden Plaza,)
77 Mody Road, Tsim Sha Tsui East, Kowloon)

Executed and delivered
as a deed and the COMMON SEAL of
Chun Wo Construction and Engineering Company Limited
being a participant of the
Chun Wo – STEC – Vasteam Joint Venture
was affixed in the presence of
Mr YIU Chi Sang, Andy its director authorized to
sign the contract by its board of directors



in the presence of a witness:

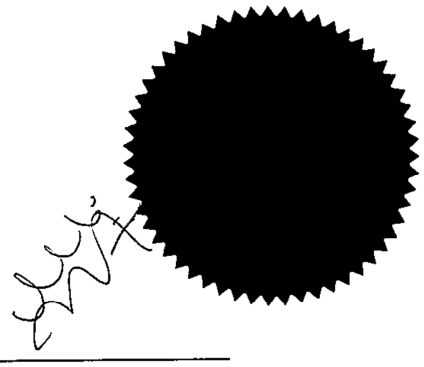
Mr LEUNG Wing Chuen, William
Assistant General Manager (Construction)
C2, 5/F, Hong Kong Spinners Industrial Building
601-603 Tai Nan West Street
Cheung Sha Wan Road, Kowloon, Hong Kong

SIGNED, SEALED and DELIVERED
by Shanghai Tunnel Engineering Company Limited
being a participant of the
Chun Wo – STEC – Vasteam Joint Venture
by Mr ZHANG Zhong Sheng its attorney
under power of attorney dated 13 December 2016

in the presence of:

Mr CHIANG Kai Ming
Project Manager
Flat/Rm 2-5, 26/F Prosperity Millennia Plaza
663 King's Road, North Point, Hong Kong

Executed and delivered
as a deed and the COMMON SEAL of
Vasteam Construction Limited
being a participant of the
Chun Wo – STEC – Vasteam Joint Venture
was affixed in the presence of
Mr KO Wing Nin its director authorized to
sign the contract by its board of directors)



in the presence of a witness:

Mr TONG Chi Wai
Senior Project Manager
C2, 5/F, Hong Kong Spinners Industrial Building
601-603 Tai Nan West Street
Cheung Sha Wan, Kowloon, Hong Kong

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
NEW TERRITORIES EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2016/01

SITE FORMATION OF INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

LETTER OF ACCEPTANCE

土木工程拓展署
CEDD Civil Engineering and Development Department

Web site 網址: : http://www.cedd.gov.hk
E-mail 電子郵件 : wmwong@cedd.gov.hk
Telephone 電話 : (852) 2301 1380
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in NTE-JB 2/765CL/100A
Your reference 來函檔號 :
Date 日期 : 13 December 2016

新界東拓展處
New Territories East Development Office

九龍尖沙咀麼地道 77 號
華懋廣場 1213 室
Suite 1213, Chinachem Golden Plaza,
77 Mody Road,
Tsimshatsui,
Kowloon, Hong Kong.

Chun Wo – STEC – Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon

By Fax (2744 6937) & Post

(Attn: Mr. Andy Yiu)

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works
for Development of Anderson Road Quarry Site

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender (Alternative Design) which totals Hong Kong Dollars Two Billion Six Hundred Sixty Eight Million Three Hundred Thirty Three Thousand only (HK$2,668,333,000.00) is accepted.

The following correspondence forms part of this Contract:

(a) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016006111T) dated 20 July 2016 on Tender Addendum No. 1 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(b) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016006778T) dated 4 August 2016 on Tender Addendum No. 2 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(c) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016007099T) dated 12 August 2016 on Tender Addendum No. 3 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(d) Letter from AECOM Asia Company Limited to Chun Wo Construction and

Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016007793T) dated 1 September 2016 on Tender Addendum No. 4 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(e) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:ccht:60328348/15.2-2016009500T) dated 25 October 2016 on the tender rates/amounts in Bills of Quantities;

(f) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0684-2016) dated 28 October 2016 confirming the tender rates/amounts raised in the above letter (e) and to abide by the tender;

(g) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:wmy:60328348/15.2-2016009548T) dated 26 October 2016 on the tender rates/amounts in Bills of Quantities;

(h) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0692-2016) dated 28 October 2016 confirming the tender rates/amounts raised in the above letter (g) and to abide by the tender;

(i) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:ccht:60328348/15.2-2016009722T) dated 3 November 2016 on the tender rates/amounts in Bills of Quantities;

(j) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0700-2016) dated 4 November 2016 confirming the tender rates/amounts raised in the above letter (i) and to abide by the tender;

(k) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: HKT:AWYC:wmy:60328348/15.2-2016010832T) dated 8 December 2016 on the rates of Liquidated Damages based on the tendered value of the Works; and

(l) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0775-2016) dated 9 December 2016 confirming the rates of Liquidated Damages stated in the above letter (k); and

(m) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(a) Care of the Works Insurance in accordance with Clause SCC 11 of the Special Conditions of Contract;

(b) Third Party Insurance in accordance with Clause SCC 12 of the Special Conditions of Contract; and

(c) Professional Indemnity Insurance in accordance with Clause SCC 72 of the Special Conditions of Contract.

The policies are to be submitted to me three working days prior to the date set for executing the Articles of Agreement.

You are to inform me by return of the name of the Bondsman who has agreed to act as your guarantor in respect of this Contract. The bond must be duly executed as a deed and must be submitted to me three working days prior to the date set for executing the Articles of Agreement.

You or your authorized representative are required to attend a meeting held in Conference Room 1213A, Suite 1213, Chinachem Golden Plaza, 77 Mody Road, Tsim Sha Tsui East, Kowloon at 11:00 am on 23 December 2016, for the purpose of executing the Articles of Agreement, bringing with you the receipt for security deposit together with the necessary documents in accordance with the DEVB TCW No. 7/2014.

The Engineer for this Contract will be AECOM Asia Co. Ltd. of 8/F Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Sha Tin, New Territories who will write to you separately regarding the delegation of authority to the Engineer's Representative and the date for commencement of the Works.

You are to submit to the Engineer the programme, the Safety Plan, the Sub-contractor Management Plan and the Environmental Management Plan as required by Clause SCC 42A1, Clause SCC 23, Clause SCC 44 and Clause SCC 63 respectively of the Special Conditions of Contract.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau, you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(WONG Wai-man)
Project Manager (NTE)

c.c.

Secretary, Central Tender Board
DCED (Attn.: Secretary, MRC for Site Formation Category)
D of Hy (Attn.: Secretary, MRC for Roads and Drainage Category)
Director of Audit
Ch TA, DEVB
Commissioner for Labour
Director of Immigration
CEDD HQs
Senior Engineer/Contract Adviser 3
AECOM Asia Company Limited (Attn.: Mr. Simon Illingworth)

JV Percentage
联合体份额比例

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
NEW TERRITORIES EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

PERCENTAGE PARTICIPATION OF JOINT VENTURE

SCT4 CONTRACTORS' JOINT VENTURE

(4) **Where the tenderer is a joint venture** (whether incorporated or unincorporated), the tenderer shall, subject to **General Conditions of Tender** Clause GCT 21, provide with its tender details of the **proposed percentage participation,** proposed value and portion of work to be undertaken by each **participant or shareholder in the joint venture.** The proposed value of work to be undertaken by **each participant or shareholder** in the joint venture shall be submitted in the "Tender Price **Documents" required under General** Conditions of Tender Clause GCT 4.

Chun Wo - STEC – Vasteam Joint Venture is an unincorporated joint venture which comprises:

JV Participate	Share %
Chun Wo Construction & Engineering Company Limited - Leader Participan	41%
Shanghai Tunnel Engineering Company Limited	39%
Vasteam Construction Limited	20%

Vasteam Construction Limited will undertake the Works in Bill No.5 (Waterworks), Bill No.11 (Fresh Water Pumping Station), Bill No. 12 (Salt Water Pumping Station [Subject to exclusion]) and Bill No. 13 (Service Reservoirs) as submitted in the "Tender Price Documents", such that his percentage participation will be 20% based on the following calculation:

$$\frac{\text{Total Value of Works in Bill No. 5, 11, 12, 13}}{\text{Tender Sum excluding Bill No. 1 \& Provisional Sum}} = 20\%$$

Chun Wo Construction and Engineering Company Limited and Shanghai Tunnel Engineering Company Limited will jointly undertake all the Works other than the Works in Bill No. 5, 11, 12 and 13 as submitted in the "Tender Price Documents".

The proposed percentage participation shall be used for technical assessment. After completion of **the technical assessment, the "Tender Price Documents"** shall be opened. The proposed percentage **participation of each participant** or shareholder in a joint venture shall then be adjusted by **reference to the proposed value** of his portion of work against the corrected tender sum. Any **portions of work not specifically undertaken** by any participants or shareholders are deemed to be **undertaken by the lead participant** or the major shareholder. If the adjusted percentage **participation based on the proposed** value of work, after it became known are different to the **proposed percentage participation submitted** by the tenderer, this will be regarded as error of form **and the technical scores shall be adjusted** using the adjusted percentage participation instead of the **proposed percentage participation.**

Noted.

Where a joint venture participant or shareholder undertakes **more than one category of works given** in the List of Approved Contractors for Public Works **or the List of Approved Suppliers of Materials** and Specialist Contractors for Public Works, the **proposed value and portion of work to be** undertaken by such participant or shareholder in a **joint venture** shall be sub-divided into each category of work he undertakes.

Noted.

If the total percentage participation of all the participants **or shareholders in a joint venture is less** than 100%, the difference shall be attributed to the **lead participant nominated or the major** shareholder determined under sub-clauses (2) and (3) **of the SCT as the case may be such that the** total percentage participation of the participants or **shareholders shall add up to 100%.** If the **total** percentage participation of the participants or **shareholders in a joint venture is more than 100%,** the percentage participation of each participant or **shareholder shall be reduced proportionately** such that the total percentage participation of the **participants or shareholders shall add up to 100%.**

Noted.

If the proposed value of work to be undertaken by a **participant or shareholder in a joint venture** submitted by the tenderer does not tally with the **proposed portion of work to be undertaken by** him, the Engineer designate may seek clarification from the tenderer and if the **difference in value** remain irreconcilable after clarification, the tender shall **not be considered further.**

Noted.

JOINT VENTURE AGREEMENT

Between

CHUN WO CONSTRUCTION AND ENGINEERING CO., LTD.

And

SHANGHAI TUNNEL ENGINEERING CO., LTD.

And

VASTEAM CONSTRUCTION LTD.

For

CONTRACT NO. NE/2016/01
SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

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APPENDICES:

Appendix 1	Organization Chart
Appendix 2	Reimbursement of Costs and Expenses for the Secondment of Staff

THIS JOINT VENTURE AGREEMENT ("Agreement") is executed as a DEED on 9th September 2016

BETWEEN:

CHUN WO CONSTRUCTION AND ENGINEERING CO., LTD., a company incorporated and existing under the laws of Hong Kong and having its registered office at 5C, Hong Kong Spinners Industrial Building Phase 1, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong ("**CWCE**")

AND

SHANGHAI TUNNEL ENGINEERING CO., LTD., a company organized and existing under the laws of the People's Republic of China, having its principal office at 118 Dalian Road, Shanghai, the People's Republic of China and having its Hong Kong office at Room 2602 -05, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong ("**STEC**")

AND

VASTEAM CONSTRUCTION LTD., a company incorporated and existing under the laws of Hong Kong and having its registered office at 5C, Hong Kong Spinners Industrial Building Phase 1, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong ("**Vasteam**")

Hereinafter individually known as a "**Party**" and collectively known as the "**Parties**"

WHEREAS:

1. The Civil Engineering and Development Department of the Government of Hong Kong Special Administrative Region has invited tenders for the execution of the Works relating to Contract No. NE/2016/01 Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site, and if a tender is accepted, the Employer may enter into a contract with the successful contractor for the execution and completion of the Works in accordance with the Contract.
2. The Parties hereby intend to form a joint venture, on a "joint and several", and "integrated and unincorporated" basis, for the purposes of joint preparation and submission of the Tender for the Project and, if the Tender is accepted by the Employer, the execution and performance of the Contract and the execution and completion of the Works under the Contract.
3. The Parties enter into this Agreement for the purpose of regulating their respective rights and obligations between the Parties in connection with the preparation and submission of the Tender and, upon the execution of the Contract with the Employer, the execution and completion of the Works and the performance of the Contract and this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context requires otherwise:

"**Affiliate**" means any entity which a Party has a majority ownership interest in, whether directly or indirectly, or otherwise related to the Party through other Affiliates, including its holding company, parent company, or subsidiary company.

"**Agreement**" means this Joint Venture Agreement as may be amended by the Parties in accordance with Clause 37 from time to time.

"**Capital Notice**" means a notice which the JV Board issues to the Parties for calling of the working capital from the Parties in accordance with the provisions of Clause 11.

"**CEO**" means the Chief Executive Officer or Managing Director of a Party.

"**Conditions of Tender**" means the requirements of the Employer for the submission of the Tender.

"**Continuing Party**" means the Parties who are not in default of this Agreement and exercise the right against the Defaulting Party in accordance with the provisions of Clause 24.

"**Contract**" means

> Contract No. NE/2016/01 Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

"**Contractor**" means the Joint Venture when the Joint Venture is awarded and has executed the Contract with the Employer for the execution and completion of the Works and performance of the Contract.

"**Contribution Notice**" means the notice issued to a Non-Paying Party by the JV Board (but without the vote of the Non-Paying Party) in accordance with the provisions of Clause 11.7.

"**Defaulting Party**" means the Party who is in default of this Agreement in accordance with the provisions of Clause 24.

"**Demand Notice**" means the notice which the JV Board (but without the vote of the Defaulting Party) issues to the Defaulting Party in accordance with the provisions of Clause 24.

"**Deputy Project Manager**" means the manager, if any, appointed to carry out the functions specified in Clause 9.7

"**Dispute**" means any dispute or difference of any kind (including any question regarding the existence, validity or termination of this Agreement) between the Parties arising from or in connection with this Agreement.

"**Employer**" means

> The Government of Hong Kong Special Administrative Region

"**Exclusion Notice**" means the notice which the Continuing Party issues to the Defaulting Party in accordance with the provisions of Clause 24.

"**Joint Venture**" means the collaboration of the Parties acting together for the purposes of this Agreement. The name of the Joint Venture shall be as follows or such other name as the Parties may decide:

"**Joint Venture Bank Account**" means the account to be opened and operated in accordance with Clause 10.

"**Joint Venture Final Account**" means the final account to be prepared and approved in accordance with Clause 14.

"**Joint Venture Leader**" means the leader of the Joint Venture specified in Clause 8.

"**JV Board**" means the management board established by the Parties in accordance with Clause 7.

"**Non-Paying Party**" means the Party who fails to pay and deposit the working capital called and stipulated in the Capital Notice in accordance with the provisions of Clause 11.

"**Notice of Dispute**" means a notice which a Party issues to the other Party in accordance with the provisions of Clause 31.

"**Organization Chart**" means the organization chart appended to this Agreement as Appendix 1.

"**Participation Shares**" means the respective shares of the Parties in the Joint Venture as stated in (and as may be adjusted prior to the submission of the Tender in accordance with Clause 6.2) Clause 6.1.

"**Project**" means the construction of Contract No. NE/2016/01 Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site for which the Joint Venture shall execute and complete as the Contractor for the Employer in accordance with the Contract.

"**Project Management**" means the site project team comprised the Project Manager and other members of the site project team in accordance with Clause 9 and shall include the members shown in the Organization Chart set out in Appendix 1.

"**Project Manager**" means the manager appointed and to act and in charge of the execution and completion of the Works under the Contract in accordance with Clause 9.

"**Security**" means any instruments or agreements executed in the forms of bond, guarantee, indemnity, surety, warranty, counter guarantee, counter indemnity, including any company, parent company guarantee or indemnity, required to secure the performance of any Party or the Joint Venture against any obligations and liabilities in connection with the Tender, the Contract and this Agreement.

"**Tender**" means the offer submitted jointly on agreed terms and conditions by the Parties to the Employer for the execution and completion of the Works for the Project in the name of the Joint Venture, as may be amended by agreement between the Joint Venture and the Employer in accordance with the Conditions of Tender.

"**Tender Cost**" means any costs incurred by the Parties for the preparation and submission of the Tender and the negotiation of the Tender and the Contract, if the Tender is accepted by the Employer, until the execution of the Contract or, if the Tender is not accepted by the Employer, until the termination of this Agreement.

"**Third Party**" means any company, corporate, governmental department, authority, agency, individual, firm, partnership, joint venture, institutes or association in any form (whether or not having a separate legal personality) other than any Party, the Parties and the Joint Venture.

"**Top Sheet**" means the recording form which under the CWCE's tendering system the tender team is required to fill in the tender sum and its breakdowns (including direct costs, preliminaries, overheads and profit etc.) and any other terms and conditions agreed between the Parties for the Tender, for the purpose of future reference in budget control and project management if the tender is successful and the Joint Venture has entered into the Contract with the Employer.

"**Triggering Event**" means an event which triggers the winding-up of the business and affairs of the Joint Venture in accordance with Clause 2.

"**Working Day**" means any day other than a general holiday by virtue of the General Holidays Ordinance (Cap. 149).

"**Works**" means, as the context of the Contract requires, the execution and completion of all works for the Project and the Contract, which shall be required to be executed and performed in accordance with the Contract, including the provision of the planning, management, execution, completion, maintenance, testing, commissioning, training, manuals, records, shop drawings and as built drawings, certification, the provision of guarantees and warranties, measurements and BIM, as required.

1.2. In this Agreement, where the context so requires, references to the singular shall include the plural and vice versa, and references to one gender include all genders.

1.3. References to Clauses are to the clauses of this Agreement and references to Appendices are to the appendices of this Agreement, unless specified otherwise in this Agreement.

1.4. A reference to any document, agreement or contract (including the Contract and this Agreement) or part or provision of a document, agreement or contract includes a reference to that document, agreement or contract or part or provision as it may be amended, modified, or supplemented from time to time.

1.5. The table of contents and clause headings in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement.

1.6. Any consent or approval to be given or agreement to be reached shall be in writing.

1.7. All references to writing and written notices include, unless specified otherwise in this Agreement, any mode of reproducing works in a legible and non-transitory form, including emails and faxes.

1.8. Appendices including attachments, sketches, diagrams, drawings, tables and other information specifically referred to herein and/or appended hereto shall form an integral part of this Agreement unless specifically stated otherwise herein.

1.9. References to "include", "includes" and "including" shall be construed as if followed by the words "but without limitation".

1.10. If a period of time is specified from a given day or the day of a given act or event, such period shall be calculated exclusive of that day unless it is otherwise specified.

2. OBJECT, COMMENCEMENT AND TERMINATION

OBJECT

2.1. The object of this Agreement is to define the respective rights and obligations of the Parties in the Joint Venture for the preparation and submission of the Tender, the execution of the Contract with the Employer, the subsequent execution and completion of the Works and the performance of the Contract and this Agreement.

2.1.1. The Joint Venture shall be a fully integrated and unincorporated joint venture.

2.1.2. The Parties shall be jointly and severally liable to the Employer for all obligations and liabilities of the Joint Venture, under or in connection with the Tender, the Contract and the Project.

2.1.3. The Parties shall act in good faith, be fair, reasonable and honest towards the Joint Venture for all matters and issues in relation to the preparation and submission of the Tender, the execution of the Contract and the performance of the Works, the Contract and this Agreement.

2.1.4. The Parties shall work diligently as members of the Joint Venture in the performance of their duties and obligations for the Tender. Upon execution of the Contract, the Parties shall perform the Works and this Agreement in accordance with the Contract, subject to the provisions of this Agreement.

2.1.5. The Parties shall prepare and submit a competitive and conforming Tender in the name of the Joint Venture in accordance with the Conditions of Tender and the provisions of this Agreement.

2.1.6. The Parties shall collaborate to form a tender team comprising suitable, capable and experienced professionals and technical personnel to prepare and submit the Tender in accordance with the Conditions of Tender and the provisions of this Agreement.

2.1.7. The Tender shall be prepared and submitted to the Employer by the Parties on terms and conditions agreed unanimously by the Parties.

2.1.8. For the purpose of Clause 2.1.5 and 2.1.7, in the event that such unanimity cannot be reached by the Parties for a competitive and conforming Tender, then the Parties shall, subject to Clause 2.3.1, agree unanimously prior to the due date for the submission of the Tender any such other terms and conditions as shall constitute a conforming Tender with the most favourable commercial terms (highest tender price and most conservative technical and commercial terms and conditions) to ensure that the Tender shall be submitted in the name of the Joint Venture and in accordance with the Conditions of Tender.

COMMENCEMENT

2.2. This Agreement shall take effect from the date on which this Agreement is signed by all Parties. This Agreement shall remain in full force and effect until the termination of this Agreement in accordance with the provisions of Clause 2.4.

TERMINATION

2.3. The Parties shall wind-up the business and affairs of the Joint Venture upon the first occurrence of any one of the following Triggering Events:

2.3.1. the Parties, due to impossibility or frustration, fail to submit the Tender by the Tender submission date; or

2.3.2. the Employer does not accept the Tender submitted by the Joint Venture; or

2.3.3. the Employer awards the Contract to a Third Party; or

2.3.4. the Project is cancelled or indefinitely suspended by way of a formal notice from the Employer; or

2.3.5. the Parties agree unanimously in writing to terminate this Agreement; or

2.3.6. if the Contract is executed, the due completion or termination of the Contract and the due performance of this Agreement by the Parties.

2.4. Following the activation of the Triggering Event and the completion of the winding-up of the business and affairs of the Joint Venture, this Agreement shall be terminated upon (to the extent applicable, depending upon the particular termination event):

2.4.1. all obligations and liabilities of the Joint Venture have been discharged and fulfilled in accordance with the Contract and this Agreement; and

2.4.2. all obligations and liabilities of each Party against the other Parties have been discharged and fulfilled in accordance with this Agreement; and

2.4.3. the Security has been returned, cancelled or called; and

2.4.4. the agreement and settlement of the Joint Venture Final Account including the disposal of any asset of the Joint Venture.

2.5. The rights and/or obligations of the Parties accrued prior to the termination of this Agreement shall survive the termination of this Agreement including the rights and/or obligations of a Party to claim against the other Parties in respect of any antecedent breach of the terms and conditions of this Agreement.

2.6. The provisions contained in Clauses 12, 20, 21, 22, 24, 31 and 32 shall survive the termination of this Agreement.

3. UNSUCCESSFUL TENDER

3.1. If the Employer does not award the Contract to the Joint Venture for whatever reason, no Party shall have the right or entitlement to claim against the other Parties or the Joint Venture for any costs, losses, expenses, damages, contributions and/or compensations as the consequence of such failure to secure the award of the Contract by the Employer to the Joint Venture, save for the cost incurred and to be settled in accordance with Clause 5.

4. SUCCESSFUL TENDER

4.1. If the Tender is accepted by the Employer, such acceptance shall be binding on the Parties and the Joint Venture. The Parties shall thereupon jointly enter into the Contract with the Employer in the name of the Joint Venture.

4.2. The Parties shall execute the Contract by their respective duly authorized representatives and in such manner, at such time and place as the Employer may reasonably require.

5. TENDER PREPARATION AND TENDER COST

TENDER PREPARATION

5.1. The Parties shall collaborate to form a tender team comprising suitable, capable and experienced professionals and technical personnel to prepare and submit the Tender. The Joint Venture Leader shall be responsible for compiling and delivering to the Employer the documentation for the Tender.

5.2. The deployment of resources by each Party to the tender team shall be proportionate to their respective Participation Shares in the Joint Venture.

5.3. The agreed terms and conditions of the Tender shall be recorded on the Top Sheet which shall be agreed by the Parties before submission of the Tender.

TENDER COST

5.4. Each Party shall bear its own internal Tender Cost and shall not be reimbursed by the Joint Venture whether such cost has been included in the estimate of the Tender or not, unless the Parties agreed otherwise in writing as recorded on the Top Sheet.

5.5. Any Tender Cost incurred for consultants and any other Third Parties with the prior approval of the Parties before the same is incurred shall be borne and settled by the Parties in accordance with their respective Participation Shares in the Joint Venture. If the Tender is successful and the Joint Venture has entered into the Contract with the Employer, the Joint Venture shall bear and reimburse such Tender Cost to the Parties if such Tender Cost has been settled by the Parties.

5.6. The Joint Venture shall reimburse such Tender Cost under Clauses 5.4 and 5.5 to the Parties within one (1) month upon entering into the Contract with the Employer.

6. PARTICIPATION SHARES

6.1. The Participation Shares of the Parties in the Joint Venture shall be as follows:

CWCE	41%
STEC	39%
Vasteam	20%

6.2. For the purpose of accomplishing the Tender requirements and/or increasing the Tender success rate, the Parties have agreed that the Participation Shares stated in Clause 6.1 are subject to adjustment approved by the Parties.

6.3. All rights, interests, assets (including all properties and equipment acquired jointly in the name of the Joint Venture) liabilities, obligations and risks undertaking and/or arising out of or in connection with this Agreement or the Contract and all profits or losses arising out of the joint execution and completion of the Works, the performance of the Contract and this Agreement shall (except as specified otherwise in this Agreement) be shared or borne by the Parties in accordance with the Participation Shares.

6.4. Each Party shall place at the disposal of the Joint Venture the benefit of its individual experience, technical knowledge and skills and shall in all respects bear its share of the responsibilities and burdens of completing the Works and of performing the Contract and this Agreement in good faith including the provision of resources as required by the Works, the Contract and this Agreement.

6.5. Except insofar as the contrary is otherwise provided in this Agreement, each Party shall indemnify and keep indemnified the other Parties against losses or liabilities of all kind and nature in connection with the Project and the Contract and this Agreement which exceed the shares of the respective Parties in accordance with the Participation Shares of the respective Parties in the Joint Venture by reason of the joint and several liability sustained by the Party in accordance with the Contract and this Agreement.

6.6. Each Party shall indemnify and keep indemnified the other Parties against any losses or damages suffered by the other Parties as a result of any gross negligence, breach of its obligations under this Agreement, omission or fraudulent or criminal

action of the Party and shall have a duty to take all reasonable actions whether it is requested by the other Parties or otherwise to mitigate the actual or potential losses or damages of the other Parties in this connection.

6.7. Where the Parties undertake joint and several liabilities to the Employer, the acceptance of such liabilities by any Party shall be without prejudice to the Party's rights in accordance with Clause 24 or as otherwise provided in this Agreement in relation to the liabilities, obligations and responsibilities as between the Parties themselves.

7. JV BOARD

7.1. The business of the Joint Venture shall be managed by a JV Board. The JV Board shall be established upon the award of the Contract by the Employer to the Joint Venture. The JV Board shall be the highest authority of the Joint Venture and shall have the fullest power and authority to make decisions of the Joint Venture, including decisions in performing the Contract or in connection with the Project.

7.2. The JV Board shall comprise six (6) representatives from the Parties of the Joint Venture which include:

Two (2) representatives from CWCE, and

Two (2) representatives from STEC, and

Two (2) representatives from Vasteam.

7.2.1. The representatives of the Parties on the JV Board (including alternate or replacement representatives authorized to act in accordance with Clause 7.4) shall be deemed to have been delegated with the full authority to transact on behalf of the appointing Parties all matters and issues in relation to the business of the Joint Venture on the JV Board save for the power of varying the terms and conditions of this Agreement which shall be retained by and/or vested in the Parties.

7.2.2. Each Party shall cause its representative(s) to act reasonably and in the interest of the Joint Venture with an aim for the Joint Venture to discharge its obligations and duties under the Contract in accordance with the requirements under the Contract and this Agreement.

7.3. The powers to make general policies and to monitor and control the business and operations of the Joint Venture shall be vested in the JV Board. Without prejudice to the generality of the application of powers by the JV Board, the powers vested in the JV Board include:

7.3.1. approving the policy for the operations of the Joint Venture and making policy decisions as are necessary which may affect the interests of the Parties, including those relating to the procurement of major plant and equipment, materials and subcontracts and the employment of senior management and supervisory staff and the management structure thereof; and

7.3.2. approving operational manuals and procedures for the Joint Venture, including safety, quality and environmental policies and procedures; and

7.3.3. appointing the Project Manager and approving the seconded senior members of the Project Management, and also approving their respective functions, duties, limits of authorities and remunerations; and

7.3.4. instructing orders and guidelines to the Project Manager and senior members of the Project Management for the execution and performance of

their functions competently in accordance with the policies and objectives set by the JV Board; and

7.3.5. approving the Joint Venture Bank Account and the manner and procedures for the operation and control of the same in accordance with Clause 10; and

7.3.6. approving, amending or revising the budgets for the Project and other budgetary estimates of the Project; and

7.3.7. approving the books of account, including the Joint Venture Final Account in accordance with Clause 14.8, which shall be kept and maintained to meet the best accounting practice and all applicable statutory requirements; and

7.3.8. appointing external independent auditors to carry out annual and/or other financial audits of the Joint Venture Accounts; and

7.3.9. approving the working capital requirements for the Project; and

7.3.10. approving the requirements of project finance for the Project and approving the banks or other financial institutions which shall provide the project finance for the Project; and

7.3.11. approving the timing and amount of any distribution of profit or cash surplus if any to be made to the Parties and/or any contribution to be made by the Parties; and

7.3.12. approving amendments to any subcontract after its execution with subcontractors; and

7.3.13. approving, executing and amending any contracts or supplemental agreements that are to be executed by the Joint Venture with respect to the implementation of the Works under the Contract, the Project, or this Agreement with any other Third Party; and

7.3.14. resolving any dispute arising from and in connection with the Works, the Contract and this Agreement with any Third Parties including the Employer and determining whether to commence (including appointment of legal or other professional representatives) any legal, arbitral or other form of proceedings against the Employer or any other Third Parties and approving the defence of any actions taken by the Employer and/or any other Third Parties against the Joint Venture; and

7.3.15. approving any technical and commercial matters of significant importance proposed by the Project Manager for the determination of the JV Board concerning the execution and completion of the Works and the performance of the Contract and this Agreement; and

7.3.16. approving any major procurement of goods and services, placement of contracts including contract variations, and settlement of disputes with any Third Party including the Employer which exceed the limits of authorities of the Project Manager.

7.4. Any Party may from time to time authorize and appoint in writing at least seven (7) Working Days before the meeting of the JV Board an alternate and/or replacement of its representatives to attend, participate in and vote on its behalf in any meeting of the JV Board at which the Party elects to be represented by the alternate and/or replacement representatives.

7.5. The quorum of the meetings of the JV Board shall be constituted by the attendance at the meetings of the JV Board of at least 1 representative or its designated alternate from each of the Parties.

7.6. The JV Board shall, unless agreed otherwise in writing between the Parties, meet every month and the meeting of the JV Board shall be held in Hong Kong. In addition, any Party or the Project Manager may propose to the other Parties to have a meeting of the JV Board at any time for matters and issues to be discussed by and for the approval of the JV Board. An advance notice in writing of requesting any proposed meeting of the JV Board shall be served by any Party or the Project Manager who requested the meeting of the JV Board to the other Parties at least seven (7) Working Days before the proposed meeting of the JV Board. The meeting of the JV Board shall be held and chaired by a representative from the Joint Venture Leader within fourteen (14) working Days of the date of the advance notice and all business transacted at such meetings shall be duly recorded in a set of book of minutes copies of which shall be distributed to all members of the JV Board within seven (7) Working Days after each meeting of the JV Board. Such minutes shall be deemed to have been approved by the Parties if no objection in writing has been delivered to the Parties within a period of seven (7) Working Days after the receipt of the same by the Parties.

7.7. Each representative of the Parties shall be entitled to cast one vote only on the JV Board in respect of a subject matter which requires a resolution of the JV Board. All votes are of the same weight. All decisions of the JV Board shall be taken by a unanimous vote of the representatives from the Parties of the Joint Venture on the JV Board.

7.8. If a unanimous vote and /or the required quorum fail to be reached on any matter which requires a resolution in any meeting of the JV Board, the meeting shall be adjourned and shall be re-convened with the same agenda within three (3) Working Days for a resolution by the Parties.

7.9. In the event that a unanimous vote or the required quorum is not achieved in a meeting re-convened in accordance with Clause 7.8, the matter shall be referred to the Chief Executive Officer or Managing Director of each Party (hereinafter collectively the "**CEO**") for a unanimous resolution. In the event that a unanimous resolution is not reached by the CEO within seven (7) Working Days and the matter is critical to the fulfilment of the obligations of the Joint Venture under the Contract, the Joint Venture Leader may make an interim decision in good faith in the best interest of the Joint Venture and as reasonably necessary or appropriate to:

(i) avoid, correct or address an imminent emergency situation that threatens life, health, safety and/or property; or,

(ii) avoid (including corrective measures to correct or address imminent danger of such involvement) a default or waiver of rights or benefit under the Contract; or,

(iii) avoid (including corrective measures to correct or address imminent danger of such involvement) partial or total suspension of the Works or delay in the Works schedule that might reasonably be expected to result in a failure to meet the required dates set forth in the Contract, including any Key Date, substantial completion for Stages and Sections of Works, Portion Handover Date and final acceptance of the Works (all terms as defined under the Contract); or,

(iv) avoid (including corrective measures to correct or address imminent danger of such involvement) a breach by the Joint Venture of any environmental or, safety rules regulations and laws.

If any Party is not satisfied with the interim decision of the Joint Venture Leader, it may refer such decision to dispute resolution pursuant to Clause 31 within a period of fourteen (14) Working Days. Unless and until an interim decision of the Joint Venture Leader under this Clause 7.9 is overturned or altered by a decision of the CEO or by a mediation settlement or an arbitral award under Clause 31, such interim decision shall be complied with by the Joint Venture.

7.10. Decisions of the JV Board may be made without the requirement for a formal meeting of the JV Board provided that such arrangement is approved in writing by the JV Board at least seven (7) Working Days before any such proposed meeting of the JV Board and a written confirmation recording the resolution of the subject matter is served on each member of the Joint Venture within seven (7) Working Days after the proposed meeting of the JV Board.

7.11. No Parties shall commit or undertake any obligations on behalf of the Joint Venture or claim to be acting in the capacity of the Joint Venture in any dealings with the Employer and/or any Third Parties unless it has been pre-approved in writing by the JV Board.

7.12. The representatives of the Parties appointed to the JV Board shall not be entitled to any remuneration or expenses for their attendance of the meeting of the JV Board, or while they are acting on behalf of the respective Parties in the JV Board in respect of any business functions of the Joint Venture.

7.13. No representative or alternate shall be liable to the Joint Venture or to the Parties by reason of him representing a Party in the JV Board, except where his action constitutes gross negligence or actual fraudulent or dishonest conduct of his own.

8. JOINT VENTURE LEADER

8.1. CWCE shall be the Joint Venture Leader.

8.2. Without prejudice to the generality of the foregoing and subject to the overriding authority and control of the JV Board, the Joint Venture Leader shall be responsible for the following functions and tasks:

8.2.1. verifying that the Works and the Joint Venture are being properly managed by the Project Manager and the Project Management; and

8.2.2. verifying that the Joint Venture is properly set-up in accordance with the laws of Hong Kong; and

8.2.3. leading technical and commercial negotiations with the Employer for the award of the Contract to the Joint Venture and post-contract negotiations as directed by the JV Board, including necessary correspondence; although the presence of the other Parties in any negotiations is not precluded; and

8.2.4. convening meetings of the JV Board in accordance with the reasonable requests of the Parties and/or the Project Manager; and

8.2.5. preparing reports to the JV Board on all matters within the jurisdiction of the Joint Venture the Leader.

8.3. The Joint Venture Leader shall not receive a fee for any services provided by the Joint Venture Leader or be reimbursed for any costs or expenses incurred in the overall project management and co-ordination of the Joint Venture in accordance with Clause 8.2.

8.4. Save for the responsibilities as stipulated in Clause 8, the Joint Venture Leader shall not incur separate or additional obligations and liabilities for being and acting in the capacity as the Joint Venture Leader.

9. PROJECT MANAGEMENT

9.1. The Project Manager shall be nominated by the Joint Venture Leader and appointed by the JV Board. Save as stated in the provision of Clause 9.7 herein, the other senior members of the Project Management shall be seconded by the respective Parties to the Joint Venture subject to the approval of the JV Board, all in accordance with Clause 7.3.3.

9.2. For the purpose of this Agreement, the senior members of the Project Management shall be members designated as senior members in and as shown on the Organization Chart. The structure of the Project Management shall not be changed except with the prior approval of the JV Board.

9.3. The JV Board shall have the authority to remove the Project Manager or any other senior members of the Project Management if the Project Manager or any such other senior members of the Project Management fail to perform his functions or obligations delegated by the JV Board. If the Project Manager or any other senior members of the Project Management were removed by the JV Board, the replacement of the Project Manager or any such other senior members of the Project Management shall be nominated and appointed in accordance with Clause 9.1.

9.4. The JV Board shall delegate in writing to the senior members of the Project Management, which shall include the Project Manager, and the Deputy Project Manager, such limits of authorities as are necessary for the effective performance of their roles, duties and functions. The JV Board may change any such limits of authorities by written notification to them from time to time.

9.5. The Parties shall make available to the Project Manager and the other senior members of the Project Management through the JV Board such information and other necessary assistance as the Project Manager and the Project Management may reasonably require to perform their functions and discharge their duties.

PROJECT MANAGER

9.6. The Project Manager shall act and fulfil his functions and duties in accordance with the directions of the JV Board and in consultation with the Deputy Project Manager (if any).

The roles, duties and functions of the Project Manager shall include:

9.6.1. the implementation of the policies and directions as determined and instructed by the JV Board and the making of all daily operational decisions necessary for the efficient and effective execution and completion of the Works and performance of the Contract; and

9.6.2. the making of proposals for the approval of the JV Board for the site management structure and personnel required for the efficient and effective execution of the Works and performance of the Contract with their respective roles in the structure. The management structure shall as far as practically possible follow the proposed structure submitted with the Tender and shall in any event be subject to the approval of the JV Board and, if applicable, the Employer; and

9.6.3. the supervision, management and coordination of the Deputy Project Manager, senior members of the Project Management and all the other staff employed by or seconded to the Joint Venture; and

9.6.4. through the Deputy Project Manager, the monitoring, control and regulation of the duly and timely completion of the deliverables of the Project; and

9.6.5. the management and monitoring of the employment of resources, progress, problems, planning, constraints, requirements, budget, cashflow, risks, opportunities, disputes, proceedings, claims, damages, losses, summons, fines, incidents and any other matters or events which shall be brought to the attention of the Joint Venture for discussion and resolution; and

9.6.6. the dissemination of the direction and instruction of the Joint Venture to the Deputy Project Manager; and

9.6.7. the representation of the Joint Venture under the Contract (including through correspondence, meeting, presentation, consultation) in dealing with the Employer, the Employer's representatives, and any other Third Party within the authority which has been delegated by the JV Board; and

9.6.8. the approval of payment applications and certifications; and

9.6.9. all other roles, duties and functions as the JV Board may assign from time to time.

DEPUTY PROJECT MANAGER

9.7. The Deputy Project Manager, as a senior member of the Project Management, shall be nominated by Vasteam and appointed by the JV Board. In carrying out the functions of the Deputy Project Manager, the Deputy Project Manager shall be supported by the Project Manager. The Deputy Project Manager shall report directly to the Project Manager.

Subject only to the higher authority of the JV Board and the Project Manager, the roles, duties and functions of the Deputy Project Manager shall include:

9.7.1. the overall project planning, design, scheduling and construction for ensuring that the Joint Venture complies with the requirements of the Contract, safety codes and other regulations of the Contract so that the Works are performed in accordance with the best practice and industry standards in particular in relation to design, construction, survey, safety, security, quality, health and environmental matters; and

9.7.2. organizing, monitoring, and verifying the accounts of the Joint Venture in the monitoring role, including the setting up and maintenance of the procedures and systems for the financial and commercial wellbeing of the Joint Venture; and

9.7.3. the preparation and submission, prior to each meeting of the JV Board or at such other intervals as the JV Board may direct, of statements and reports in such format and including such contents (whether technical, construction, design, safety, security, quality, environment or other information) as the JV Board may determine in relation to the Works, the Contract and the performance of the Joint Venture; and

9.7.4. the immediate actions, performed in professional and ethical manner by using his best judgment, of rectifying, repairing and removing any risks in safety, potential injuries and/or life losses, provided always that the Deputy Project Manager shall whenever possible consult first with the JV Board

and the Project Manager by whatever means in the most effective and efficient manner for directions concerning his proposed actions and report to the JV Board and the Project Manager on whatever actions taken to mitigate or remove or avoid the risk at the earliest possible time; and

9.7.5. all other roles, duties and functions as the Project Manager may assign from time to time.

10. JOINT VENTURE BANK ACCOUNT

10.1. The JV Board shall open the Joint Venture Bank Account in the name of the Joint Venture with such bank and at such locations in Hong Kong as agreed by the JV Board.

10.2. Financial contributions in respect of working capital provided in accordance with Clause 11 and all other sums of money received by each Party or by the Joint Venture from the Employer and/or any other Third Parties in connection with the Works and the Contract and this Agreement shall promptly be paid to the credit of the Joint Venture Bank Account.

10.3. No payments shall be made or monies withdrawn from the Joint Venture Bank Account except as authorized by the JV Board in accordance with Clause 10.4 for the purpose of executing and completing the Works and the performance of the Contract and this Agreement by the Joint Venture, including that for the acquisition of resources, or repayment of financial contributions to the Parties, or distribution of profits in accordance with Clause 14.8 and 14.9, or payment for indemnity of any liabilities incurred with banks or financial institutions in accordance with any agreements made in relation to the provisions of any loans, facilities, overdrafts, guarantees or other services to the Joint Venture in accordance with this Agreement.

10.4. The Joint Venture Bank Account shall be operated in accordance with a mandate laid down by the JV Board. Such mandate shall stipulate, inter alia, that all instructions including withdrawal and transfer of any payments from the Joint Venture Bank Account shall be instructed by at least:

One (1) authorized signatory from CWCE

One (1) authorized signatory from STEC, and

One (1) authorized signatory from Vasteam.

10.5. Each party of the Joint Venture shall nominate one representative, or their alternates or replacements, as their authorized signatories for the operation of the Joint Venture Bank Account for the approval of the JV Board.

10.6. Payments which are to be made and drawn from the Joint Venture Bank Account for the purposes of performing the Contract or in connection with the Project or this Agreement shall be approved by the JV Board (or the Project Manager if such authority is delegated by the JV Board in accordance with the limits of authorities approved by the JV Board).

11. WORKING CAPITAL

11.1. The JV Board shall as necessary and from time to time determine the amounts of working capital which shall be required by the Joint Venture for the proper execution and completion of the Works and the performance of the Contract and this Agreement and serve a Capital Notice on the Parties requesting such amounts.

11.1.1. The Parties shall pay to the credit of the Joint Venture Bank Account the working capital requested by the Capital Notice in accordance with the Participation Shares of the Parties in the Joint Venture within fourteen (14) Working Days from the date of the Capital Notice.

11.1.2. Any further sum requested by a further Capital Notice shall be paid by the Parties to the credit of the Joint Venture Bank Account in the same manner if so informed by such further Capital Notice served by the JV Board.

11.1.3. In any event, such working capital provided by the Parties to the Joint Venture shall not earn interest against the Joint Venture and the Project.

11.1.4. Working capital for the purpose of the Project, the Contract and this Agreement shall be in Hong Kong Dollars and payable in Hong Kong.

11.2. With a view of minimizing the call for and/or reducing the level of working capital to be furnished to the Joint Venture by the Parties for the proper execution and completion of the Works and the performance of the Contract, the Joint Venture shall be authorized to borrow funds from banks or financial institutions in Hong Kong in place of working capital to be furnished partly or wholly to the Joint Venture by the Parties by the Capital Notice served by the JV Board in accordance with Clause 11.1, provided always that prior written approval of the Parties is given for such decision to borrow in the name of the Joint Venture and for such costs, terms and conditions to which the Joint Venture commits, including any guaranties, indemnities, warranties, collateral agreements to be provided by the Parties for and on behalf of the Joint Venture.

11.3. The Joint Venture shall, if required and approved by the JV Board, use its best endeavours to obtain loans or project finance from agreed and approved financial institutions on the best terms possible for the Joint Venture to ensure that there is a sufficient and steady positive cash flow throughout the Project.

11.4. As far as it is practically possible, the Joint Venture shall be self-funded by advance payments and monthly payments or such other payments received from the Employer or any Third Parties without capital contribution by the Parties and project finance from the banks or financial institutions.

11.4.1. If financing or funding from the banks or financial institutions is required, and a Party or Parties self-finance its/their contributions as working capital according to its share of the Participation Shares in the Joint Venture without the need of project finance from the banks or financial institutions obtained by the Joint Venture in accordance with Clause 11 and the other Party or Parties are utilizing such project finance, the Party or Parties self-financing its/their contributions to the project finance shall have no liabilities for such project finance by the Joint Venture for the performance of the Project. The other Party or Parties utilizing such project finance shall bear all the costs and liabilities of the project finance and shall indemnify and hold harmless the Party not utilizing the project finance from and against any and all losses, damages, liabilities, and costs and expenses (including attorney's fees) incurred as a result of or in connection to the project financing.

11.4.2. Subject to the indemnity provisions in Clause 11.4.1 between the Parties themselves, by the request of the Parties utilizing the project finance, the other Party or Parties not utilizing the project finance shall co-operate and duly execute jointly the necessary documentation and in such manner as required by the banks or financial institutions from time to time for the purpose of obtaining the project finance for the Parties utilizing the project finance.

11.5. For the avoidance of doubt, funds available for the execution and completion of the Works and the performance of the Contract by the Joint Venture shall be provided and applied in the following order of priority:

11.5.1. Firstly, advance payments and monthly payments or such other payments received from the Employer or any Third Parties.

11.5.2. Then, loans or finance from agreed and approved financial institutions in accordance with Clause 11.2.

11.5.3. Then, working capital as determined by the JV Board and provided by the Parties to the Joint Venture in the Participation Shares in accordance with Clause 11.1.

11.6. Should any Party fail to pay any of its share of working capital within the time specified in the Capital Notice, without prejudice to the rights of and remedies available to the other Parties, such Non-Paying Party shall be deemed to be in breach of this Agreement and be liable to pay interests to the other Parties for the amount of the un-paid working capital. The amount of interest shall be five percent (5%) per annum over and above the prime lending rate for Hong Kong Dollars of the Hong Kong and Shanghai Banking Corporation Limited in Hong Kong at the material time calculated daily from the date upon which payment of its share of the working capital shall have become due in accordance with the Capital Notice until the payment or portion of the payment of such working capital is duly settled by the Non-Paying Party.

11.7. In the event that the Non-Paying Party fails to pay its share of working capital within twenty-eight (28) Working Days from the due date for payment of working capital specified in the Capital Notice, without prejudice to the rights of and remedies available to the other Parties, in particular in accordance with Clause 24.1.3, the other Parties shall have the right, acting through the JV Board, to notify the Non-Paying Party in a Contribution Notice with immediate effect that:

11.7.1. The respective share of the Non-Paying Party in the interests and profits (but exclude liabilities and obligations in the losses, costs, expenses, securities, burdens, sufferings and charges which have been incurred or otherwise) of the Joint Venture shall be adjusted proportionally to reflect the actual working capital paid and deposited in the Joint Venture Bank Account by the other Parties respectively, and,

11.7.2. The proportionate liability of the Non-Paying Party to share any liabilities and obligations in the losses, costs, expenses, securities, burdens, sufferings and charges which have been incurred or otherwise until the date on which the Contract and this Agreement is fully performed and the obligations and liabilities of the Parties and the Joint Venture are fully discharged and fulfilled shall remain in the Participation Shares as stated in Clause 6.1, and, all costs and expenses incurred by the other Parties directly or indirectly and in addition as a result of the default of the Non-Paying Party.

11.8. The Contribution Notice made by any Party in accordance with Clause 11.7 shall not be made in a vexatious and malicious manner.

11.9. Without prejudice to the rights of and remedies available to the other Parties not in default, the provisions of Clause 11 shall not limit the rights of the other Parties not in default as provided in accordance with Clause 24.

11.10. No distributions of profit or cash surplus, including final and interim distributions, shall be made by the Joint Venture to the Parties unless the Parties agree unanimously in a meeting of the JV Board.

12. SECURITY

12.1. The Parties shall procure the execution of all necessary Security as required by the Employer and/or by any other Third Parties for the due performance of the Contract and/or this Agreement.

12.2. In the event that any Security is required by any banks or financial institutions to be provided by the Parties, as members of the Joint Venture, severally in connection with the Tender and/or the Contract and/or this Agreement, then the Parties shall provide severally and in the Participation Shares of the Parties in the Joint Venture any such Security in a form satisfactory to the banks or financial institutions.

12.3. Any Security that have been provided by or provided on behalf of the Parties should, if called, be drawn down simultaneously in the Participation Shares of the sum being called by the beneficiary. In the event that such Security are drawn down by the beneficiary at the material time not in the Participation Shares of the sum being called or against one Party but not the other Parties, then the other Parties shall pay to the Party such sums in order to maintain the shares of the liabilities of the respective Parties in accordance with the Participation Shares within seven (7) Working Days from such drawn down thereof.

12.4. In the event that a bank or financial institution providing any Security (other than for the purpose of raising working capital for the Project) requires that indemnities or guarantees be provided jointly and severally by the Parties for the benefit of the Joint Venture, then the Parties shall provide such joint and several indemnities or guarantees as required by the bank or financial institution. As between the Parties themselves, each Party shall provide to the other Parties with bank counter-indemnities or counter-guarantees severally in the Participation Shares in a form acceptable to the Parties in and for the condition that the joint and several indemnities or guarantees had been called and satisfied against one Party but not the other Parties for whatever reason and that Party being unable to obtain timely and satisfactory recourse against the other Parties.

12.5. Guarantees as required in accordance with the Contract shall be provided by the Joint Venture and be the responsibility of the Parties, in accordance with the Participation Shares of the Parties in the Joint Venture and this Agreement.

12.6. Bonds as required in accordance with the Contract shall be provided by the Joint Venture and be the responsibility of the Parties, in accordance with the Participation Shares of the Parties in the Joint Venture and this Agreement.

12.7. The costs and expenses incurred by each Party in the provision or procurement of the provision of any Security for and in the name of the Joint Venture for the Employer in accordance with the Contract shall be to the account of the Joint Venture.

12.8. The costs and expenses incurred by each Party in the provision or procurement of any Security as a matter between the Parties themselves shall be borne by the respective Parties and such costs and expenses shall not be charged to the Joint Venture, unless the Parties agree otherwise in writing.

12.9. The Parties shall use their best endeavour to ensure that at all times they notify each other in writing of any such claims and consequent legal actions under Clause 12.3.

13. INVOICING

13.1. The Parties shall submit monthly invoices with breakdowns to the Project Manager on or before the last day of each calendar month in respect of the costs incurred and chargeable to the Joint Venture for the provision of resources and services by the Parties for the related period ending on or before the last day of each calendar month.

13.2. The Project Management shall ensure that payments to be due to the Parties by the Joint Venture are duly certified and settled in accordance with this Agreement.

13.3. Payment of the said invoices shall, upon approval by the JV Board or the Project Manager according to the limits of authorities, be due for payment by the Joint Venture within ten (10) Working Days, unless the payment can be made sooner, from the receipt of the relevant payment from the Employer and/or any Third Parties.

13.4. The Project Manager shall prepare, or cause a competent staff to prepare, in accordance with the terms and conditions of the Contract statements for the applications of payments (interims or otherwise) and shall forward the statements for the applications of payments to the Employer and/or the Employer's representative in accordance with the Contract for certifications of the payments and settlement of the payments periodically. In the event that the Employer makes payments to the Joint Venture in response to the Project Manager's applications as set out in this Clause 13.4 or otherwise, the Project Manager shall ensure such payments be deposited to the Joint Venture Bank Account promptly.

13.5. The Project Manager shall ensure timely payments by the Employer and any other Third Parties for all sums which fall due to the Joint Venture.

14. ACCOUNTS

14.1. The account of the Joint Venture shall be kept in such manner as decided by the JV Board for the compliance of the same by the Project Manager. The account of the Joint Venture shall include the full and proper books of account and records of and relating to the Contract and this Agreement. Such books of account and records shall be kept at a place or places as the JV Board shall approve and shall not be removed from such place or places without the prior consent of the JV Board. Such books of account and records shall be kept for such period as required by the applicable laws and by the JV Board.

14.2. The books and all records shall be made available for inspection by any Party (or such representatives or agents appointed by it for such purposes) during normal business hours. Each Party (or such representatives or agents appointed by it for such purposes) shall have the right to make copies of the books and records but all such copies shall be kept confidential and shall not be disclosed to any Third Parties without the written consent of the Joint Venture save as for complying with any statutory obligations, procuring or claiming under insurances or obtaining professional advice.

14.3. Until and unless the Joint Venture Final Account and all obligations and liabilities have been agreed, settled, discharged and fulfilled by the Joint Venture, a monthly account shall be prepared for all assets and liabilities of or relating to the Joint Venture and a balance sheet and a profit and loss account, together with cost and cash flow projections shall be prepared and verified by the Project Manager, and provided to the Parties and the JV Board on or before the 15th day of each calendar month for the accounting period ending on the last day of each preceding calendar month. Any Party may submit an objection with grounds of objection to the JV Board

within two (2) calendar weeks from the receipt of the monthly account. If the objection is found to be justified, the account shall immediately be rectified.

14.4. In addition to the balance sheet and profit and loss account to be prepared and provided in accordance with Clause 14.3, the JV Board shall have the right to procure from the Project Manager for presentation to the Parties a report on the financial position of the Joint Venture including the cash flow and the shares of the profit / loss of the respective Parties in the Joint Venture calculated in accordance with the Participation Shares calculated for such other period as instructed by the JV Board from time to time.

14.5. The financial year of the Joint Venture shall start on 1st April every year and end at 31st March of the following year. All books of account and other financial documents of the Joint Venture shall be audited at least once a year by an independent firm of auditors or Certified Public Accountants approved and appointed by the JV Board. The cost of the audit shall be charged to and paid by the Joint Venture. An auditor's report together with a certified balance sheet and profit and loss account shall reach the JV Board within three (3) calendar months of the end of each financial year. In respect of the final auditor's report together with a certified balance sheet and profit and loss account, it shall reach the JV Board within three (3) calendar months of the agreement and settlement of the Joint Venture Final Account in accordance with Clause 14.8.

14.6. Subject to Clause 31, any difference regarding the accounts of the Joint Venture shall firstly be settled by the auditors or Certified Public Accountants in accordance with Clause 14.5 who shall act as an expert and not as an arbitrator.

14.7. Notwithstanding the foregoing, any Party shall be entitled at any time upon reasonable notice and at its own cost to cause the said books of account and other financial documents to be audited by its own internal and/or other auditor or auditors.

14.8. Upon receipt by the Joint Venture of the full and final payments for all sums due from the Employer in accordance with the Contract and any other agreements with the Employer, the receipt by the Joint Venture of any other full and final payments for all sums due from any other Third Party in accordance with any agreements between the Third Party and the Joint Venture or by the operation of the applicable laws, the receipt of the proceeds for the realization of all the assets of the Joint Venture in accordance with Clause 18, and the discharge of all outstanding obligations and liabilities of the Joint Venture in accordance with the Contract and this Agreement (including any payments of cash surplus in accordance with Clause 11.10), the JV Board shall cause a Joint Venture Final Account to be prepared by the Project Manager or the Project Management or their authorized delegates to ascertain (including ascertaining any necessary adjustments to take account of the sums to be due between the Parties themselves) the final gross profit and the final net profit after tax if any or the loss incurred by the Joint Venture for the approval of the JV Board.

14.9. Upon approval of the Joint Venture Final Account by the JV Board, each Party shall by the direction of the JV Board be paid by or pay to the Joint Venture its share of the net profit after tax or of the loss incurred by the Joint Venture in accordance with the Participation Shares after taking into account of any interim distributions of profit or cash surplus or any other payments outlaying if any. The total net profit after tax or loss accountable to the Joint Venture shall be the difference between

14.9.1 the total of all monies received by the Joint Venture and deposited into the Joint Venture Bank Account, and

14.9.2. all costs (including authorized accrued liabilities) incurred in connection with the execution of the Works and the performance of the Contract and in relation of this Agreement.

14.10. The costs referred in Clause 14.9.2 shall include but not limited to the following costs for the purpose of Clause 14.9:

14.10.1. all Tender Costs approved by the JV Board in accordance with Clause 5;

14.10.2. the cost of any services performed by the Parties and approved by the JV Board;

14.10.3. the repayment of all sums provided by the Parties as working capital in accordance with Clause 11;

14.10.4. all rates, taxes, duties or other fiscal dues levied for the Project in Hong Kong in the name of the Joint Venture but excluding the same levied on the Parties individua ly;

14.10.5. fees, costs or expenses expressly agreed in writing by the JV Board to be paid to Third Party in the settlement of any claim for any kind of disputes;

14.10.6. amounts agreed by the JV Board as being a necessary provision for any liabilities (including settlements, latent defects and maintenance liabilities) or contingency reasonably anticipated after the settlement of the Joint Venture Final Account; and

14.10.7. any other reasonable and justifiable reserves (including legal and company secretarial and bank charges), if any, which shall be determined and approved by the JV Board.

14.11. The Parties agree that the Joint Venture shall contribute a percentage, as stated on the Top Sheet of the tender documents, to the Parties' overheads within ten (10) Working Days of all sums (before any deductions, distributions and taxes) received from the Employer. The Parties have agreed to share each contribution from the Joint Venture in proportion to their respective Participation Shares.

15. INSURANCE

15.1. The JV Board shall cause the Project Manager to take out and to maintain in the name of the Joint Venture all insurance policies for the adequate protection and coverage of the risks as necessitated and as required by the Contract, by the applicable laws and/or by the material circumstances for the execution and completion of the Works and the performance of the Contract and this Agreement.

15.2. The JV Board shall cause the Project Manager to ensure that the insurance policies which are suitable and available at reasonable commercial premium rates are taken out and maintained by the Joint Venture (including insurances for differences in covers and conditions) to cover the risks and liabilities of the Joint Venture arising from and in connection with the Works, the Contract and this Agreement, irrespective of whether the costs of such insurance are recoverable or deemed recovered from the Employer as a cost or as a risk in accordance with the Contract.

15.3. Notwithstanding any other provisions of this Agreement, except for the provisions of insurances as determined to be procured by and in the name and at the cost of the Joint Venture by the approval of the JV Board, any other insurance policies which are required to be sourced, negotiated, placed, maintained, administered, funded, indemnified or charged with responsibilities and risks of any kind and nature arising from and in connection with subcontract works shall be the sole responsibility of the responsible subcontractor. The placement or non-placement of any insurance as

required to be provided for the subcontract works or its sufficiency including any differences of protection being covered by the insurance shall not be grounds for any claims or liabilities and the consequences of such placement or non-placement of any insurance shall be solely the responsibility and liability of the subcontractors.

16. TAXATION

16.1. Each Party shall be responsible for its own obligations and liabilities incurred for any rates, taxes, duties or other fiscal dues levied from time to time on it locally and elsewhere arising from or in connection with its participation in and being a member of the Joint Venture for the Project.

16.2. Each Party shall undertake to indemnify and keep indemnified the Joint Venture and the other Parties against any liabilities incurred by the other Parties for any such rates, taxes, duties or other fiscal dues in respect of which it is primarily liable in accordance with Clause 16.1.

16.3. For the purpose of Clauses 16.1 and 16.2, tax clearance certificates from relevant authorities shall be provided by each and every Party to the JV Board to justify the clearance of tax liabilities of the Parties which may be attached to the Joint Venture by the operation of applicable laws in or from any jurisdiction by any authorities. It is a condition that the tax clearance certificate shall be provided before the tax liabilities or provisions of the relevant Party are cleared in relation to the preparation of the annual and the final audited financial statements and the Joint Venture Final Account.

17. RESOURCES AND PROCUREMENT

PERSONNEL

17.1. Staff required for the execution and completion of the Works and the performance of the Contract shall be seconded as far as practically possible and reasonable by the Parties to the Joint Venture. Other staff not seconded from the Parties shall be employed by the Joint Venture.

17.2. Staff seconded by the Parties to the Joint Venture shall obey the reasonable instructions of the Project Manager. Such staff shall not be withdrawn from the Project without consultation of the Project Manager and the consent of the JV Board whose consent shall not be unreasonably withheld.

17.3. The Project Manager shall determine the staff requirements as he considers necessary and appropriate for the proper execution and completion of the Works and approve the secondment of the staff by the Parties and the appointment of staff by the Joint Venture, including the terms and conditions of such secondment or appointments. The deployment of the resources shall comply with the resource plan included in the Tender allowance and approved by the JV Board.

17.4. For the avoidance of doubt, the JV Board may overrule the decision of the Project Manager made in accordance with Clauses 17.3 above.

17.5. Wherever it is reasonable and practicable, the Parties shall be given the opportunity to offer staff for the consideration of the JV Board and/or the Project Manager, and shall make sure that such staff are available for the Works to the extent that they are capable of fulfilling the proposed functions and duties assigned to them.

17.6. No Party shall solicit or offer or accept an offer from any staff seconded to the Joint Venture by any other Party for employment or contract for services in its own

company or Affiliate in the course of the Contract and two (2) years thereafter without the written consent of the other Parties.

OTHER RESOURCES

17.7. All plant, equipment and materials which are necessary for the execution and completion of the Works and the performance of the Contract shall be purchased and/or procured by and in the name of the Joint Venture at the most economically viable rates and prices and on the best terms and conditions available in the market subject to the approval of the JV Board unless this Agreement provides otherwise. The cost incurred thereof shall be chargeable to the account of the Joint Venture. Where such plant, equipment and materials are provided to the Joint Venture by any Party, the Joint Venture shall reimburse that Party for the hiring rate or purchase price of the plant, equipment and materials as the JV Board shall approve prior to such commitment being made by the Joint Venture.

17.8. All plant, equipment and materials which are purchased or procured by the Joint Venture shall become the assets of the Joint Venture.

17.9. Rental plant, equipment and materials made available to the Joint Venture by any Party shall not become the assets of the Joint Venture except to the extent provided in Clause 17.10.

17.10. Subject to the provisions of the Contract, the plant, equipment and materials provided by and/or hired from the Parties shall become the property of the Joint Venture with effect from the time such plant, equipment and materials delivered to the site of the Project. Upon removal from the site or until the completion and handing over of the Works to the Employer, such plant, equipment and materials shall re-vest in the providing Party.

17.11. All plant, equipment, materials and subcontracts which are procured to enable the Joint Venture to execute and complete the Works and to perform the Contract shall be procured in the name of the Joint Venture unless it is decided by the JV Board in writing that it is more advantageous for a Party to place the order for and on behalf of the Joint Venture. In such event, the cost and expense for such placement of the order shall be borne and settled / reimbursed by the Joint Venture in place of the Party / to the Party.

18. ASSETS

18.1. All plant, equipment, materials and other real or other property which are purchased and/or owned by the Joint Venture shall become the assets of the Joint Venture. When these assets are no longer required and/or are surplus for the proper execution and completion of the Works, subject to the terms and conditions of the Contract, these assets shall be disposed of by selling in the open market subject to the terms and conditions approved by the JV Board. If a Party is willing to purchase such assets in whole or in part, then that Party shall have a pre-emptive right to purchase the same at the level of the best of any bona fide offer received from a Third Party. This pre-emptive right shall be exercised within fifteen (15) calendar days from the date of the Third Party's offer. In any case, the Project Manager shall take steps to secure the best possible prices for selling such assets.

18.2. Subject to the provisions of the Contract it is hereby agreed and declared that all assets of each Party used by the Joint Venture and all plant, equipment, materials and other real or other property provided by any of the Parties or hired, purchased or acquired by them or the Joint Venture shall be and become the property of the

Joint Venture upon delivery to the site of the Project until the completion and handing over of the Works to the Employer.

18.3. All proceeds from the sales of the plant, equipment, materials and other real or other property of the Joint Venture shall be paid to credit of the Joint Venture Bank Account.

19. INFORMATION

19.1. The Parties shall in the execution and completion of the Works and for the performance of the Contract make available to the Joint Venture the necessary patents, proprietary systems, designs or processes, other intellectual property or other technical or business know-how, in order for the Joint Venture to discharge and fulfil its obligations and liabilities in connection with the Works and the Contract.

19.2. In the event that cost is associated with the provision of the patents, proprietary systems, designs or processes, other intellectual property or other technical or business know-how, the provision of these properties shall be subject to separate written agreements between the Parties. Where appropriate, the terms and conditions of these charges shall be specified in such separate agreements between the Parties.

19.3. Any property rights including the patents, copy rights and any other intellectual property rights shall be retained and vested with the Party who offers the information. However, the Party who offers the information shall be deemed to have granted irrevocable licence free of charge to the other Parties for the use of the information for the purpose of the Works, the Contract and this Agreement until the completion and termination of the same.

20. CONFIDENTIALITY

20.1. Until the termination of this Agreement and for a period of three (3) years thereafter each Party undertakes on behalf of itself, its employees, agents and representatives that all information acquired by that Party from any other Party shall be treated as confidential information and trade secret by the recipient and shall not be used for any purposes other than the preparation and submission of the Tender, the execution of the Works and the performance of the Contract and of this Agreement without the prior written consent of the Party providing such information.

20.2. No party shall disclose any confidential information or any information whatsoever relating to or contained in the Tender, the Contract or this Agreement to any Third Parties without the prior written approval of the JV Board, unless and until such information:

20.2.1. is at the time it is acquired, or later becomes, public knowledge other than by breach of the foregoing paragraph; or

20.2.2. is in the possession of the recipient with the full right to disclose prior to its receipt from the disclosing Party; or

20.2.3. is independently received by the recipient from a Third Party having the full right to disclose; or

20.2.4. is required to be disclosed in accordance with any applicable laws or regulations including the rules of the Stock Exchange of the Hong Kong Special Administrative Region.

21. PUBLICITY

21.1. Subject to the provisions of the Contract and for a period of three (3) years after the end of the maintenance period applicable to the Works under the Contract, no Party shall give or offer to give publicity about the Joint Venture, the Contract or the Works without first having obtained the approval of the other Parties (such approval not to be unreasonably withheld) of the details of the publicity being proposed, provided always that the publicity to be given of the foregoing in the respective annual reports of the Parties and associated information to shareholders shall not require the consent of the Parties if it makes due and proper acknowledgement of the participation and the role of the other Parties in the execution of the Works for the Project.

21.2. Subject to the provisions of the Contract, the JV Board may at any time during the execution of the Works give out and promote any publicity about the Works, the Joint Venture and/or the Contract. The associated costs shall be borne by the Joint Venture.

22. EXCLUSIVITY

22.1. Until the termination of this Agreement and for a period of one (1) year thereafter no Party (including any Affiliate) shall enter into any agreements or collaborations with any other Third Parties in any form individually or jointly or through any Third Parties which compete with the interests of the Parties in the Tender, the Works, the Contract and this Agreement.

22.2. Affiliates of the Parties may either assist the Parties, or take part directly under an agreement with the Joint Venture in the preparation of the Tender. The Joint Venture does not oblige to engage such Affiliates to perform the Contract unless the JV Board is of the opinion that it will be more advantageous to the Joint Venture by engaging such Affiliates.

23. ASSIGNMENT AND SUBLETTING

23.1. Save for the expressed provisions of this Agreement, no Party shall assign, sell, transfer, charge, mortgage or otherwise encumber in any way the whole or any part of its rights or benefits or of its obligations and liabilities under the Contract and/or this Agreement to any Third Parties without obtaining the prior written approval of the other Parties.

23.2. The Works shall not be wholly sublet or awarded to any Third Party.

23.3. Notwithstanding their Participation Shares in the Joint Venture, any Party may submit, either at the Tender stage or post Contract stage, proposals on behalf of its Affiliate to the Joint Venture for the execution of any section or portion of the Works. Whichever proposal is proved to be the most competitive in terms of commercial and technical considerations, the Joint Venture shall, unless the JV Board decides otherwise, enter into a subcontract with a Party's Affiliate which has submitted the competitive proposal. The subcontract sum is inclusive of any licence fee charges and is not subject to any changes unless by written variation orders issued by the Joint Venture.

23.4. If the Party's Affiliate has been awarded the subcontract ("**Awarded Works**") by the Joint Venture but does not possess the relevant licence(s) required by the Contract to carry out the Awarded Works, the Parties shall work together and use their best endeavours to seek a Third Party suitably qualified and holding appropriate

licence(s) to join the Party's Affiliate and work in collaboration to complete the Awarded Works.

23.5. Where the Joint Venture decides to directly execute any specialist works by utilizing its own resources, any Party may, subject to the JV Board's approval second either its own or its Affiliate's specialists to the Joint Venture to assist in executing and completing the specialist works. If any Party who draws on its Affiliate's specialist expertise but its Affiliate does not possess prerequisite licence(s) required by the Employer or the relevant statutory bodies for the execution of such specialist works, all Parties shall work together and use their best endeavours to seek another Third Party suitably qualified and holding the prerequisite licence(s) willing to work in collaboration with the Party's Affiliate and form an entity in a new name to second specialists to assist the Joint Venture in execution and completion the specialist works. The Parties shall use their best endeavours and act in good faith towards the new entity in facilitating its gaining of job experience.

24. DEFAULT

24.1. A Party shall be in default ("**Defaulting Party**") if the Party.

24.1.1. is dissolved, becomes bankrupt or insolvent or goes into liquidation or has a winding up order made or has a resolution passed for voluntary winding up (except for the purposes of a solvent reconstruction or amalgamation) or has a liquidator, receiver or manager or administrative receiver or administrator appointed; or

24.1.2. fails to provide any Security as may be required by the JV Board for or in connection with the Works, the Contract or this Agreement, within fourteen (14) Working Days of receipt of a notice from the JV Board or any other Party requesting the same; or

24.1.3. fails to provide such working capital as may be required in accordance with Clause 11.1; or

24.1.4. contrary to Clause 23, assigns the whole or part of its rights or benefits or obligations under this Agreement or sublets the whole of its obligations to a Third Party without written consent of the other Parties; or

24.1.5. is in breach of any of its other duties and obligations under this Agreement and the breach is not remedied by the Party within twenty eight (28) Working Days after having been requested by the other Parties or the JV Board in writing to remedy such breach.

24.2. If an event occurs in accordance with Clause 24.1 and without prejudice to any other rights or remedies available to the Party or Parties, the Party or Parties not in default ("Continuing Party") shall have the right to exclude immediately the Defaulting Party from further participation in the Joint Venture by serving on the Defaulting Party an Exclusion Notice stating the reasons and the date from which the Defaulting Party is excluded.

24.2.1. Thereupon the Defaulting Party shall immediately cease to participate in the management and control of the Joint Venture and the Contract and all acts, consents and decisions with respect to or in connection with the Joint Venture and the Contract, and its business activities and affairs shall thereafter be conducted and performed solely by the Continuing Party.

24.2.2. The Continuing Party shall have the right to retain for the completion of the Works the assets including all plant, equipment and materials provided by the Defaulting Party, whether the assets are owned, hired, purchased or

acquired by the Joint Venture or by the Defaulting Party at the time of the exclusion, until the completion and handing over of the Works to the Employer.

24.2.3. Within seven (7) Working Days after the date of service of the Exclusion Notice on the Defaulting Party, or as the case may be, its successors, receivers or other legal representatives, the Defaulting Party shall execute all deeds and documents and do all things necessary or expedient to facilitate the exercise of such right of exclusion and allow the Continuing Party to proceed with the performance of the Contract and this Agreement in accordance with the provision of this Clause 24.2.

24.2.4. Upon the service of the Exclusion Notice, all references made in this Agreement for the administration and direction of the Joint Venture by the Parties, whether through the JV Board or directly by the Parties, shall be deemed to exclude the Defaulting Party.

24.2.5. The Defaulting Party shall be prohibited, acting solely on its own accord or jointly with any person other than the Continuing Party, from pursuing or otherwise participating, in any capacity, in the Project.

24.3. The service of a copy of this Agreement together with a copy of the Exclusion Notice served in accordance with Clause 24.2 shall be the conclusive document served for the purpose and of sufficient authorization of the Defaulting Party to the Continuing Party, to banks and other Third Parties to revoke all right of instructions and any standing instructions of the Defaulting Party on the Joint Venture Bank Account and thereafter all such right of instructions shall be replaced by the Continuing Party who shall thereafter be authorized to act and operate the Joint Venture Bank Account for the purpose of this Agreement without the Defaulting Party.

24.4. Upon the completion or termination of the Contract and the receipt by the Joint Venture of all amounts due to the Joint Venture in accordance with the Contract and this Agreement, the Continuing Party shall notify the Defaulting Party of the balance of the account in the Joint Venture Final Account (prepared in accordance with Clause 14.8 except as otherwise provided in this Clause 24.4, and approved by the JV Board (but without the vote of the Defaulting Party)) which the Defaulting Party is entitled to be paid by the Joint Venture or the Continuing Party, or which the Defaulting Party owes the Joint Venture or the Continuing Party as hereinafter provided.

24.4.1. The working capital paid and deposited into the Joint Venture Bank Account by the Defaulting Party, together with its share of any profits after tax and other entitlements earned and received by the Joint Venture in respect of the Contract and this Agreement ascertained and apportioned until the date on which the Defaulting Party was excluded from the Joint Venture by the Exclusion Notice.

24.4.2. The losses, liabilities, costs and expenses, if any, arising from and in connection with the execution and completion of the Works and the performance of the Contract and this Agreement until the date on which the Contract is fully performed and the obligations and liabilities of the Parties and the Joint Venture are fully discharged and fulfilled, and, all costs and expenses incurred by the Continuing Party directly or indirectly as a result of the default of the Defaulting Party.

24.4.3. In the event that the resulting difference of the sums between Clause 24.4.1 and Clause 24.4.2 demonstrates that there is a balance which the Defaulting Party is entitled to be paid by the Joint Venture, the Joint

Venture shall pay the Defaulting Party within seven (7) Working Days from the date of the notice given in accordance with Clause 24.4.

24.4.4. In the event that the resulting difference of the sums between Clause 24.4.1 and Clause 24.4.2 demonstrates that there is a balance which the Defaulting Party owes the Joint Venture or the Continuing Party, the JV Board (without the vote of the Defaulting Party) shall issue a Demand Notice to the Defaulting Party calling for the settlement of the balance which the Defaulting Party owes the Joint Venture or the Continuing Party. The Defaulting Party shall pay to the Joint Venture the sum as stipulated in the Demand Notice within seven (7) Working Days from the date of the Demand Notice. The sum stated in the Demand Notice shall be collectable from the Defaulting Party by the Joint Venture as an independent debt which falls due on the date of the Demand Notice, or shall be set off from any amount becoming due to the Defaulting Party by the Joint Venture in accordance with this Agreement at the sole discretion of the JV Board (without the vote of the Defaulting Party).

24.5. The Joint Venture Final Account shall be the conclusive evidence for the purpose of establishing the amount of any profits realized or loss sustained by the Joint Venture for the execution of the Project and performance of this Agreement.

24.6. The provisions of Clause 24 are without prejudice to and shall not limit any other rights or remedies available to the Party who is not in default to take any actions to claim and set off any sums against any payable amounts due to the Defaulting Party for any losses and expenses due to the default of the Defaulting Party in accordance with this Agreement and/or any other agreements between the Parties and/or at law.

24.7. Without prejudice to any other terms and conditions of this Agreement or other rights and remedies which are available to the Parties, if a Party acting individually and in its own capacity without due authority from the JV Board in any course of actions in the name of the Joint Venture is in default of this Agreement, and any action of such Defaulting Party causing losses and/or damages to the Joint Venture, and any actions of such Party cause an obligation or liability in respect of any Third Parties to the Joint Venture, such Party shall subject to the terms and conditions of this Agreement and the applicable laws indemnify and keep indemnified the other Parties from and against all such losses, expenses and/or damages and any other costs and expenses ancillary thereto.

24.8. The action or omission to act of a staff and labour force assigned or seconded by the Parties to work under the management and direction of the Joint Venture through the Project Manager and/or the Project Management shall be deemed to be the action or omission to act of the Joint Venture and shall not constitute any actions or omissions to act of the respective Parties or individually in its own personally capacity.

25. EXTENT OF AGREEMENT

25.1. This Agreement is entered into for the sole purpose of preparing and submitting the Tender and, if successful, executing the Contract with the Employer, executing and completing the Works in accordance with the Contract and any extra works undertaken in accordance with the Contract and performing this Agreement by the Parties.

25.2. This Agreement shall in no event extend to or cover any other tasks for any other projects, contracts or works other than the Project, the Contract or the Works.

25.3. Any amendments to and variations and/or deviations from the intent of the provision of this Clause 25 shall be specifically agreed in writing by the Parties unanimously.

26. RIGHTS OF THIRD PARTIES

26.1. Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Agreement, pursuant to the *Contracts (Rights of Third Parties) Ordinance* (Cap. 623) or otherwise.

27. LIMITATION OF LIABILITY

27.1. No Party shall be liable to the other Parties for loss of opportunity, loss of revenue, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by any other Party in connection with this Agreement.

27.2. Notwithstanding Clause 27.1, in connection with any Party's material breach of the provisions of Clauses 11, 12, 20, 22 or 38, the other Parties shall be entitled to exercise any and all remedies as may be available at law or in equity.

28. ILLEGALITY AND INVALIDITY

28.1. If any provisions of this Agreement shall in whole or in part be or become to any extent illegal, invalid or unenforceable in any respects according to the applicable laws, the effectiveness and the applicability of such provisions of this Agreement shall be severable, and then this Agreement shall be construed as if such illegal, invalid or unenforceable provisions had never formed a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by their severance from this Agreement.

28.2. If the severance of any provisions under Clause 28.1 materially impairs the ability of the Joint Venture and/or any Party to perform its obligations, or to obtain the benefits to which the Joint Venture and/or that Party is entitled, under this Agreement, then any Party and/or such Party may require that this Agreement be forthwith amended by unanimous agreement of the Parties in accordance with Clause 37 so that its ability and benefits as aforesaid are restored as originally intended by the Parties and to the extent permitted by law.

29. WAIVER

29.1. No exercise or failure to exercise or delay in exercising any rights, power or remedies vested in each Party in accordance with this Agreement shall be construed as or shall constitute a waiver by such Party of that or any other rights, powers or remedies or the relinquishment of that or any other rights, power or remedies, and that or any other rights, powers or remedies shall continue in full force and effect.

29.2. Each Party may require strict compliance with any provisions of this Agreement and may exercise any rights or remedies provided by law or under this Agreement, notwithstanding any prior failure to do so or delay in doing so.

29.3. Any waivers by a Party of any provisions of this Agreement, or of any rights or remedies provided by law or under this Agreement, shall not be effective unless it is

in writing executed by that Party, and contains an express statement that it is a waiver pursuant to this Clause 29. No waiver shall be deemed to be a continuing waiver unless so stated in writing.

29.4. No single or partial exercise of any rights or remedies provided by law or under this Agreement by a Party shall preclude any other or further exercises of such rights or remedies or any other rights or remedies.

30. NOTICE

30.1. All notices under this Agreement shall be made in writing and delivered by hand or sent by post to the addresses or by facsimile to the facsimile numbers set out below (or such other postal addresses or email addresses or facsimile numbers as each Party may notify to the other Parties in writing):

Chun Wo Construction and Engineering Co., Ltd.

5C Hong Kong Spinners Industrial Building Phase 1, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong
Fax: +852 2744 6937

Shanghai Tunnel Engineering Co., Ltd.

Room 2602-05, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong
Fax: +852 2187 3682

Vasteam Construction Ltd.

5C Hong Kong Spinners Industrial Building Phase 1, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong
Fax: +852 2744 6937

30.2. Notices shall be deemed to have been given and delivered to the Parties on the earliest occurrence of:

30.2.1. The seventh (7th) Working Day after posting in Hong Kong and evidenced by the date stamp of the Post Office of Hong Kong; or

30.2.2. The date of transmission as shown on the confirmation report / acknowledgement of the facsimile or auto-stamp of email transmittals; or

30.2.3. The date of personal delivery and as acknowledged in the receipts / records of the messenger, postman or courier companies.

31. DISPUTE

31.1. Any Dispute shall be resolved amicably by discussions and negotiations between the authorized representatives or the CEO of the respective Parties in a meeting of the JV Board and/or in any other occasions and meetings of the Parties for the mutual interests and benefits of the Joint Venture as soon as the Dispute is brought

to the attention of the Parties upon the issue of a Notice of Dispute served by a Party on the other Parties.

31.2. If the Dispute fails to be resolved amicably by discussions and negotiations between the authorized representatives or the CEO of the respective Parties in a meeting of the JV Board and/or in any other occasions and meetings of the Parties within thirty (30) Working Days or any other varied or extended period which the Parties may have agreed in writing from the date of the Notice of Dispute, any Party may refer the Dispute to mediation.

31.3. The mediation shall be conducted in accordance with The Government of the Hong Kong Special Administrative Region Construction Mediation Rules or any modification thereof being in force at the date of referral. If the Dispute cannot be resolved by mediation, or if any Party does not wish the Dispute to be referred to mediation then any Party may require that the Dispute shall be referred to arbitration in accordance with the Arbitration Ordinance (Cap. 609) as may be amended from time to time.

31.4. Any reference to arbitration shall be made within 90 days calendar of (a) no response to a mediation request within 30 calendar days of such request, or (b) a stated refusal to mediation, or (c) the failure of the mediation to produce a settlement, or (d) the abandonment of the mediation. The arbitration shall be conducted at the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules in force when the notice of arbitration is served upon the other Parties. The reference to arbitration shall be a domestic arbitration for the purpose of the Arbitration Ordinance (Cap. 609).

31.4.1. There shall be one (1) arbitrator for the arbitral tribunal.

31.4.2. The seat and place of arbitration shall be Hong Kong.

31.4.3. The language of the arbitration shall be in English.

31.4.4. Notwithstanding the issues of the usual places of business, origins, domicile, nationality, tax countries, place of incorporation and registration of the Parties, the Parties shall be deemed to have waived their rights to invoke the jurisdiction of any other courts and regimes other than the arbitration as aforementioned in this Clause 31 to resolve any Dispute between the Parties.

31.5. The Parties shall be obliged to continue to execute and complete the Works and to perform in accordance with this Agreement regardless of whether there is any mediation or arbitration in place between the Parties. The execution and completion the Works and the performance of this Agreement shall not be suspended or terminated by reason of the presence of such mediation or arbitration proceedings.

31.6. Without prejudice to the rights of the Parties to refer, proceed with and settle the Dispute to or by arbitration in accordance with Clause 31.4, nothing herein shall prohibit the Parties from agreeing to mediation.

32. LAW

32.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong Special Administrative Region.

32.2. This Agreement shall be executed by the Parties in the Hong Kong Special Administrative Region.

33. LANGUAGE

33.1. English shall be the official language to be used for and in connection with this Agreement in all notices, communications, statements and any technical or commercial documentation to be prepared and presented under this Agreement, unless agreed otherwise in writing by the Parties.

34. RELATION

34.1. This Agreement shall not in any event be construed to constitute or be deemed to constitute any employment, agency and/or partnership between the Parties.

34.2. Any purported employment, agency and/or partnership between the Parties which is claimed to have been created or existing as a result of executing this Agreement shall be void and shall not be enforceable contractually and at law.

35. CREDIT

35.1. No Party shall pledge the credit of any of the other Parties or of the Joint Venture without authorization in writing by the other Parties or the Joint Venture.

35.2. No Party shall employ any funds, properties or credits of the Joint Venture for any other purposes than the purpose and intent of the Parties in accordance with this Agreement.

35.3. No Party shall draw, accept, endorse or negotiate any bills of exchange, promissory notes or other instruments in the name of the Joint Venture to sell, assign, transfer or in any way encumber its interests in the Joint Venture or cause or suffer or permit any of the Joint Venture's properties or its interests therein to be seized, attached or taken in execution or levied upon or impaired or otherwise taken for its separate engagement, liabilities or debts.

36. ENTIRETY

36.1. This Agreement constitutes the whole and only agreement between the Parties in relation to the subject matter of this Agreement and voids and supersedes all previous representations, agreements, negotiations and understandings of and between the Parties, whether written or oral, in connection with the Works, the Project, the Contract and the intent and purpose of this Agreement.

36.2. Each Party acknowledges that in entering into this Agreement it has not relied on any other contracts, agreements, undertakings, made or given by or with the other Parties or any Third Parties, at any time prior to the date of this Agreement which are not expressly set out in this Agreement.

37. AMENDMENT

Any amendments, variations or modifications to the terms and conditions of this Agreement shall not be effective and valid unless and until the amendments, variations or modifications have been confirmed by unanimous agreement of the Parties in writing and signed by each and every Party of the Joint Venture.

38. REPRESENTATION AND WARRANTY

38.1. Each Party hereby represents and warrants that it is duly incorporated and validly existing under the laws of its jurisdiction, and shall have full power and authority to enter into this Agreement and all other agreements necessary for the completion of the Works and that the execution of this Agreement is not in conflict with any laws in its jurisdiction or with its by-laws.

38.2. Each Party hereby represents and warrants that all corporate actions required by that Party validly and duly to authorize the execution and delivery of, and to exercise its rights and perform its obligations under, this Agreement and all other documents which are to be executed in accordance with this Agreement have been duly taken, and this Agreement constitutes, and the documents which are to be executed in accordance with it when executed will constitute, legally valid and binding agreements of that Party enforceable in accordance with their respective terms.

38.3. Each Party hereby represents and warrants that it has, at all times, carried on business and conducted its affairs in all respects in accordance with its by-laws for the time being in force and any other documents to which it is, or has been, a Party.

38.4. Each Party hereby represents and warrants that it is empowered and duly qualified to carry on business in the Hong Kong Special Administrative Region and has obtained all necessary licences and consents from any persons, authorities or bodies for the proper carrying on of its business all of which such licences and consents are valid and subsisting, and it is not in breach of any of the terms or conditions of any of the licences or consents, and there is no factor that may in anyway prejudice the continuation, or renewal of any of them.

38.5. Any liabilities and costs associated with such representations and warranties of the Parties shall be borne by the respective Parties to ensure that the same is complied with in accordance with the Contract and this Agreement.

39. INTERPRETATION

39.1. No rule of construction will apply in the interpretation of this Agreement to the disadvantage of one Party on the basis that that Party drafted any provision of this Agreement.

IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as a DEED in three (3) originals in Hong Kong the date first above written.

SIGNED SEALED AND DELIVERED)
For and on behalf of)
CHUN WO CONSTRUCTION AND ENGINEERING CO., LTD.)
By: ANDY YIM)
Director / ~~person~~ duly authorized by the Board of Directors)
)
In the presence of:)
Name: BRIAN KONG)
Position: TENDERING MANAGER)

SIGNED AND DELIVERED)
For and on behalf of)
SHANGHAI TUNNEL ENGINEERING CO., LTD.)
By: Zhang Zhongsheng)
as its lawful attorney under a power of attorney)
dated 12th August 2016)
)
In the presence of:)
Name: HU JIANG)
Position: Contract Manager)

SIGNED SEALED AND DELIVERED)
For and on behalf of)
VASTEAM CONSTRUCTION LTD.)
By: KO WING NIN)
Director / ~~person~~ duly authorized by the Board of Directors)
)
In the presence of:)
Name: SAM HO)
Position: ENGINEERING MANAGER)

Appendix 1 – Organization Chart

The Organization Chart of the Joint Venture is to be decided by the JV Board.

Appendix 2 – Reimbursement of Costs and Expenses for the Secondment of Staff

1. **The Parties shall charge the costs and expenses for the secondment of staff to the Joint Venture for reimbursement at a rate calculated in accordance with the following formulae:**

   (a) "**Individual Package**", comprising the wages paid as shown in monthly payroll records consistent with the meaning of wages as defined in the Employment Ordinance (Cap. 57), excluding any bonuses or Reimbursable Expenses described in paragraph 2 below, plus

   (b) An on-cost of 18% on (a) above. For the avoidance of doubt, this on-cost is inclusive of all other costs not included in Individual Package and Reimbursable Expenses.

2. **Reimbursable Expenses**, for example telephone expenses, fuel card or fuel expenses, business travel and accommodation, etc. will be charged separately to the Joint Venture in accordance with protocols approved by the JV board.

3. **Specialist Personnel**

   If a Party provides specialist services to the Joint Venture from time to time, that Party shall be entitled to reimbursement for the costs and expenses incurred resulting from providing specialists for such services at the same rates as that Party has charged to other projects for such seconded specialists.

4. **Personnel on leave**

   The Parties shall not charge any paid leave taken by the seconded personnel to the Joint Venture. The monthly Individual Package shall be calculated net of paid leave for the reimbursement of costs and expenses to the Parties, unless otherwise approved by the JV Board.

The Client's certificate of completion

竣工验收报告

D DESCRIPTION OF AND SECTIONS OF THE WORKS

The Sections of Works for which a time for completion is stipulated in the Appendix to the Form of Tender are indentified as follows:

Completion Date

Section of the Works	Scope of the Works under the Section of the Works
Section I (No.3: 23/02/2018)	Comprises all works within Portion A4. The works include, but not limited to: • Site formation works up to required level with a 5m temporary safety zone surrounding the portion with sufficient slope stability as necessary for subsequent land sale developer to carry out construction works • Stormwater drains
Section II (No.2: 26/10/2017)	Comprises all works within Portion B6. The works include, but not limited to: • Site formation works up to required level with a 5m temporary safety zone surrounding the portion with sufficient slope stability as necessary for subsequent land sale developer to carry out construction works • Stormwater drains
Section III (No.13: 07/12/2020)	Comprises all works within Portion B7. The works include, but not limited to: • Site formation works up to required level with a 5m temporary safety zone surrounding the portion with sufficient slope stability as necessary for subsequent land sale developer to carry out construction works • Stormwater drains
Section IV (No.8: 21/06/2019)	Comprises all works within Portion A3. The works include, but not limited to: • Site formation works up to required level with a 5m temporary safety zone surrounding the portion with sufficient slope stability as necessary for subsequent land sale developer to carry out construction works • Stormwater drains
Section V (No.12: 03/11/2020)	Comprises all works within Portion B1. The works include, but not limited to: • Natural terrain hazard mitigation measures • Rock slope stabilization works on existing rock slopes • Stormwater box culvert BC3 • Road junction improvement works, construction of at-grade internal roads (Road L3 and L4) • Construction of proposed subway structures and lift tower structures of Pedestrian Connectivity (PC) System A at Road L4 and their associated E&M works, building services (BS) works, architectural / builder's works / finishes (ABWF) • 9, 17 & 30 months Establishment Works for landscape softworks under establishment schedule no. 1, 2 & 3 as referred to drawing no. 60328348/SF&I/1051 & 1052 • All landscape hardworks and softworks within Portion B1

Section of the Works	Scope of the Works under the Section of the Works
Section VA	Comprised all Establishment Works for all landscape softworks within Portion B1.
Section VI	Comprises all works within Portions B8 and B10. The works include, but not limited to: • Site formation works up to required level with a 5m temporary safety zone surrounding the portion with sufficient slope stability as necessary for subsequent land sale developer to carry out construction works • Stormwater drains
Section VII	Comprises all works within Portions A1, C1a, C1b, C1c, C1d and D1. The works include, but not limited to: • Site formation works • Underpass connecting Road L1 and Po Lam Road • Stormwater box culverts BC1, BC2 and BC3 • Underground stormwater retention tanks • Road junction improvement works, construction of at-grade internal roads (Road L1, L3, L4 and L5) • Construction of proposed subway structures and lift tower structures of Pedestrian Connectivity (PC) System A and System B at Road L4 and Road L1 respectively and their associated E&M works, building services (BS) works, architectural / builder's works / finishes (ABWF) • Natural terrain hazard mitigation measures • Rock slope stabilization works on existing rock slopes • All landscape hardworks and softworks within Portions A1, C1a, C1b, C1c, C1d and D1
Section VIIA	Comprised all Establishment Works for all landscape softworks within Portions A1, C1a, C1b, C1c, C1d and D1.
Section VIII	Comprises all works within Portions B2, B11 and B12. The works include, but not limited to: • Site formation works • At-grade internal roads (Road L1 and L2) • Stormwater box culverts BC1 • All landscape hardworks and softworks within Portions B2, B11 and B12
Section VIIIA	Comprised all Establishment Works for all landscape softworks within Portions B2, B11 and B12.
Section IX	Comprises all works within Portions B3 and B13. The works include, but not limited to: • Site formation works • Stormwater drains

Section of the Works	Scope of the Works under the Section of the Works
Section X	Comprises all works within Portions B4, B9 and B14. The works include, but not limited to: • Site formation works • Artificial flood attenuation lake • All landscape hardworks and softworks within Portions B4, B9 and B14
Section XA	Comprised all Establishment Works for all landscape softworks within Portions B4, B9 and B14.
Section XI	Comprises all works within Portions A2, B5, B15, C2, D2 and all remainder of the Works not covered by other Sections of the Works, but excluding the works covered under Sections XIB, XIC, XIII, XIIIA, XIIIB. The works include, but not limited to: • Site formation works • Rock slope stabilization works on existing rock slopes • Construction of proposed subway structures and lift tower structures of Pedestrian Connectivity (PC) System A at Road L4 and their associated E&M works, building services (BS) works, architectural / builder's works / finishes (ABWF) • Fresh and salt water supply mains with pumping stations and services reservoirs • Access road to services reservoirs • Public transport terminus (PTT) and its noise mitigation measures • Hiking trail connecting to Wilson Trail • 9 months Establishment Works for landscape softworks under establishment schedule no. 1 as referred to drawing no. 60328348/SF&I/1051 & 1052 • All landscape hardworks and softworks within Portions A2, B5, B15, C2 and D2
Section XIA	Comprised all Establishment Works for all Landscape softworks within Portions A2, B5, B15, C2 and D2, but excluding the works covered under Sections XIB, XIC.

Section of the Works	Scope of the Works under the Section of the Works
Section XIB	Section Subject to Excision includes: • Salt Water Supply Mains, Salt Water Pumping Station and Break Tank within Portion B5 and D2 as referred to drawing no. 60328348/SF&I/5341 and drawings to be read in conjunction with • Upgrading works at existing Shum Wan Shan Salt Water Pumping Station within Area A as referred to drawing no. 60328348/SF&I/5721 and drawings to be read in conjunction with • Salt Water Mains as referred to drawing no. 60328348/SF&I/1457, 60328348/SF&I/5722 and drawings to be read in conjunction with
Section XIC	Section Subject to Excision includes: • Mitigation Works for Natural Terrain Catchment B5 as referred to drawing no. DAR/SK/001 and drawings to be read in conjunction with
Section XII	Not used.
Section XIII	Section Subject to Excision on all Entrusted Works at Shui Chuen O and Kau To other than the landscape softworks for Entrusted Works at Shui Chuen O and Kau To within Portion E2.
Section XIIIA	Section Subject to Excision on all landscape softworks for Entrusted Works at Shui Chuen O and Kau To within Portion E2.
Section XIIIB	Section Subject to Excision on all Establishment Works for all landscape softworks for all Entrusted Works at Shui Chuen O and Kau To within Portion E2.

The Works are more particularly described on the Drawings and other Contract Documents and the description given above shall not be considered as limiting or restricting the extent of the Works in any manner whatsoever.

Section of the Works	Scope of the Works under the Section of the Works
Section X	Comprises all works within Portions B4, B9 and B14. The works include, but not limited to: • Site formation works • Artificial flood attenuation lake • All landscape hardworks and softworks within Portions B4, B9 and B14
Section XA	Comprised all Establishment Works for all landscape softworks within Portions B4, B9 and B14.
Section XID	Comprises all works within Portions B3a and B5a. The works include, but not limited to: • Site formation works up to required level with sufficient slope stability as necessary • Hiking trail connecting to Wilson Trail • All landscape hardworks and softworks within Portions B5a
Section XIE	Comprises all works within Portions A2, B5, B15, C2, D2 and all remainder of the Works not covered by other Sections of the Works, but excluding the works covered under Sections XIB, XIC, XID, XIII, XIIIA, XIIIB. The works include, but not limited to: • Site formation works • Rock slope stabilization works on existing rock slopes • Construction of proposed subway structures and lift tower structures of Pedestrian Connectivity (PC) System A at Road L4 and their associated E&M works, building services (BS) works, architectural / builder's works / finishes (ABWF) • Fresh and salt water supply mains with pumping stations and services reservoirs • Access road to services reservoirs • Public transport terminus (PTT) and its noise mitigation measures • 9 months Establishment Works for landscape softworks under establishment schedule no. 1 as referred to drawing no. 60328348/SF&I/1051 & 1052 • All landscape hardworks and softworks within Portions A2, B5, B15, C2 and D2
Section XIF	Comprised all Establishment Works for all Landscape softworks within Portions B5a.
Section XIA	Comprised all Establishment Works for all Landscape softworks within Portions A2, B5, B15, C2 and D2, but excluding the works covered under Sections XIB, XIC.

Contract No. NE/2016/01 Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

All the Sections Completion Certificates

NE/2016/01 - 安达臣道采石场发展项目场地平整及基础设施工程

各分部工程竣工证书

AECOM

AECOM
8/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong
香港新界沙田鄉事會路 138 號新城市中央廣場第 2 座 8 樓
www.aecom.com

+852 3922 9000 tel
+852 3922 9797 fax

Our Ref.: HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.01/100905-2017011241T

11 October 2017

16 OCT 2017

501701

Chun Wo-STEC-Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon.

Attn: Mr. T.Y. Leung

Dear Sir,

Agreement No. CE 10/2014 (CE)
Development of Anderson Road Quarry Site – Investigation, Design and Construction

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 1 in respect of Section XIII of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section XIII of the Works was substantially completed on 17 August 2017.

This certificate is issued following the receipt of your letter ref. CWSTVJV/893/0694-2017 dated 26 September 2017 with notice that the said Section of the Works had been substantially completed on 17 August 2017 and of your undertaking to carry out any outstanding works during the Maintenance Period and requesting a certificate of completion for the said Section.

The works outstanding include, though not by way of limitation, those listed in the attached schedule.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
The Engineer for the Contract

c.c. CE/NTE, CEDD – Attn: Mr. Stephen Li
CRE – Attn: Mr. Y.F. Leung
CTA, DEVB
D of A

AECOM

AECOM
8/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong
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Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.02/101285-2017014051T

13 December 2017

18 DEC 2017
502542

Chun Wo-STEC-Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon.

Attn: Mr. T.Y. Leung

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 2 in respect of Section II of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section II of the Works was completed on 26 October 2017.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
The Engineer for the Contract

AECOM
8/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong
香港新界沙田鄉事會路 138 號新城市中央廣場第 2 座 8 樓
www.aecom.com
+852 3922 9000 tel
+852 3922 9797 fax

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.03/101887-2018004010T

13 March 2018

16 MAR 2018

503996

The Site Agent
Chun Wo-STEC-Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon.

Attn: Mr. T.Y. Leung

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 3 in respect of Section I of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section I of the Works was completed on 23 February 2018.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
The Engineer for the Contract

Encl.

c.c. CE/E2, CEDD – Attn Mr. Stephen Li
STA, CEDD
SE/CA, CEDD
CRE – Attn: Mr. Y.F. Leung
CTA(F), DEVB
D of A

AECOM

AECOM
8/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong
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Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.04/102667-2018008037T

27 JUN 2018

26 June 2018

505723

Chun Wo-STEC-Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon.

Attn: Mr. T.Y. Leung

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 4 in respect of Section XIIIA of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section XIIIA of the Works was substantially completed on 20 December 2017.

This certificate is issued following the receipt of your request of a certificate of substantial completion for the said Section of the Works, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
The Engineer for the Contract

c.c. CE/E2, CEDD – Attn: Mr. Stephen Li
SE7/N (NDO), CEDD – Attn: Mr. Dennis Mok
AECOM, NTO-11/F – Attn: Mr. Ivan Tsang

AECOM

AECOM
8/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee
Road Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 8 樓
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+852 3922 9000 tel
+852 3922 9797 fax

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.05/104315-2019000290T

9 January 2019

09 JAN 2019

509100

Chun Wo-STEC-Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon.

Attn: Mr. T.Y. Leung

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 5 in respect of Section XIIIB of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section XIIIB of the Works was completed on 20 December 2018.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
The Engineer for the Contract

c.c. CE/E2, CEDD – Attn: Mr. S.K. Leung
SE9/N (NDO), CEDD – Attn: Mr. Daniel Lau
SE/CA, CEDD
SRE – Attn: Mr. L. Li
CTA(F), DEVB
D of A

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+852 3922 9000 tel
+852 3922 9797 fax

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.06/104971-2019005067T

6 May 2019

08 APR 2019

510951

Chun Wo-STEC-Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon.

Attn: Mr. T.Y. Leung

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 6 in respect of Section VI of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section VI of the Works was substantially completed on 3 December 2018.

This certificate is issued following the receipt of your request of a certificate of substantial completion for the said Section of the Works. It is noted that the outstanding works listed on the attached sheet as recorded on 3 December 2018 were completed on 28 March 2019.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
The Engineer for the Contract

c.c. CE/E2, CEDD – Attn: Mr. S.K. Leung
CRE – Attn: Mr. Paul Lee

AECOM
8/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 8 樓
www.aecom.com

+852 3922 9000 tel
+852 3922 9797 fax

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.07/104984-2019005068T

6 May 2019

Chun Wo-STEC-Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon.

08 APR 2019

510952

Attn: Mr. T.Y. Leung

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 7 in respect of Section XIC of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section XIC of the Works was substantially completed on 4 July 2018.

This certificate is issued following the receipt of your request of a certificate of substantial completion for the said Section of the Works. It is noted that the outstanding works listed on the attached sheet as record on 4 July 2018 were completed on 23 January 2019.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
The Engineer for the Contract

c.c. CE/E2, CEDD – Attn: Mr. S.K. Leung
CRE – Attn: Mr. Paul Lee

AECOM

AECOM
8/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 8 樓
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Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.08/105771-2019011366T

13 September 2019

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1
601-603 Tai Nan West Street
Cheung Sha Wan,Kowloon

17 SEP 2019

513892

Attn: Mr. T.Y. Leung

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 8 in respect of Section IV of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section IV of the Works was substantially completed on 21 June 2019.

This certificate is issued following the receipt of your request of a certificate of substantial completion for the said Section of the Works, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
The Engineer for the Contract

c.c. CE/E2, CEDD – Attn: Mr. S K LEUNG
CRE – Attn: Mr. Paul LEE

- 3 MAR 2020

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 12 樓
www.aecom.com
+852 3922 9000 tel
+852 3922 9797 fax

517076

Your Ref.:
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.09/106736-2020001252L

2 March 2020

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 9 in respect of Development Site RS-1 under Section VII of the Works

In accordance with Clause 53(5)(a) of the General Conditions of Contract, we hereby certify that Development Site RS-1 as a part of Section VII of the Works was substantially completed on 29 November 2019 and this part of the Works required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 30 November 2019. Your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c. CE/E2, CEDD - Attn: Mr. S K LEUNG
CRE - Attn: Mr. Paul LEE

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 12 樓
www.aecom.com
+852 3922 9000 tel
+852 3922 9797 fax

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.10/108554-2020010604L

23 SEP 2020

521436

22 September 2020

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 10 in respect of Works Area for Grey Water Treatment Plant under Section VII of the Works

In accordance with Clause 53(5)(a) of the General Conditions of Contract, we hereby certify that the Works Area for Grey Water Treatment Plant as a part of Section VII of the Works as shown on the site sketch no. 60328348/SF&I/SK0521A was substantially completed on 22 September 2020 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 23 September 2020.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c. CE/E2, CEDD - Attn: Mr. S K LEUNG
CRE - Attn: Mr. Paul LEE

22 OCT 2020

AECOM

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
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+852 3922 9000 tel
+852 3922 9797 fax

522061

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.11/108774-2020011561L

19 October 2020

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 11 in respect of land parcels G-1, G-4 and G-5 under Section VII of the Works

In accordance with Clause 53(5)(a) of the General Conditions of Contract, we hereby certify that the land parcels G-1 (formerly named as G/IC-1), G-4 (formerly named as G-3) and G-5 (formerly named as G-4) under Section VII of the Works were completed on 30 September 2020 and this part of the Works is required by the Employer for use starting on the same day

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 1 October 2020.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c. CE/E2, CEDD - Attn: Mr. S K LEUNG
CRE - Attn: Mr. Paul LEE

26 NOV 2020

AECOM

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉亭會路 138 號
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+852 3922 9000 tel
+852 3922 9797 fax

522644

Your Ref. : CWSTVJV/893/5229-2020
Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905/109076-2020013001L

23 November 2020

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No.12 in respect of Section V of the Works

In accordance with 53(1)(a) of the General Conditions of Contract, we hereby certify that Section V of the Works was substantially completed on 3 November 2020.

This certificate is issued following the receipt of your request of a certificate of substantial completion for the said Section of the Works, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c. CE/E2, CEDD – Attn: Mr. S K LEUNG
CRE – Attn: Mr. Paul LEE

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 12 樓
www.aecom.com
+852 3922 9000 tel
+852 3922 9797 fax

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.13/109246-2020014203L

22 December 2020

23 DEC 2020

523066

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 13 in respect of Section III of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section III of the Works was substantially completed on 7 December 2020.

This certificate is issued following the receipt of your request of a certificate of substantial completion for the said Section of the Works, and of your undertaking to carry out any outstanding works including but not limited to the outstanding listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c. CE/E2, CEDD - Attn: Mr. S K LEUNG
STA, CEDD
SE/CA, CEDD
CTA(F), DEVB
D of A
CRE - Attn: Mr. Paul LEE

15 JAN 2021

AECOM

AECOM
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香港新界沙田鄉事會路 138 號
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+852 3922 9797 fax

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.14/109302-2021000537L

13 January 2021

523400

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 14 in respect of Land Parcel R2-3 under Section IX of the Works

In accordance with Clause 53(5)(a) of the General Conditions of Contract, we hereby certify that the land parcel R2-3 under Section IX of the Works were completed on 31 December 2020 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 1 January 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.	CE/E2, CEDD	-	Attn: Mr. S K LEUNG
	STA, CEDD	-	Attn: Mr. YUEN Wing Cheung, Keith
	SE/CA1, CEDD	-	Attn: Mr. FU Wang Kit, Thomas
	D of A		
	CRE		Attn: Mr. Paul LEE

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12/F Grand Central Plaza, Tower 2
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+852 3922 9797 fax

Our Ref. : HKT:AWYC:LAHY:mjj:60328348/C1/M15/905.15/109367-2021001246L

27 January 2021

28 JAN 2021

523681

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 15 in respect of the Area behind RWA9 under Section VII of the Works

In accordance with Clause 53(5)(a) of the General Conditions of Contract, we hereby certify that the Area behind RWA9 under Section VII of the Works were completed on 19 January 2021 and this part of the Works is required by the Employer for use starting on the same day. The extent was shown on the attached photo and plan.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 20 January 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. S K LEUNG
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE Attn: Mr. Paul LEE

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新城市中央廣場第 2 座 12 樓
www.aecom.com

+852 3922 9000 tel
+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.16/109634-2021004213L

19 March 2021

23 MAR 2021

524545

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 16 in respect of Land Parcel E-2 under Section VII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that the land parcel E-2 under Section VII of the Works were completed on 31 December 2020 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 1 January 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in the land parcel E-2 in Portion A1 as part of Section VII of the Works, in your letter ref. CWSTVJV/893/5737-2021 dated 11 March 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.

CE/E2, CEDD	-	Attn: Mr. Sam S.W. LAM
STA, CEDD	-	Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD	-	Attn: Mr. FU Wang Kit, Thomas
D of A		
CRE	-	Attn: Mr. Paul LEE

AECOM
12/F Grand Central Plaza, Tower 2
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+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.17/109923-2021006534L

4 May 2021

07 MAY 2021

525298

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 17 in respect of Land Parcel R2-8 under Section VII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that the land parcel R2-8 under Section VII of the Works were completed on 27 February 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 28 February 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in the land parcel R2-8 in Portion A1 as part of Section VII of the Works, in your letter ref. CWSTVJV/893/5885-2021 dated 23 April 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.	CE/E2, CEDD	-	Attn: Mr. Sam S.W. LAM
	STA, CEDD	-	Attn: Mr. YUEN Wing Cheung, Keith
	SE/CA1, CEDD	-	Attn: Mr. FU Wang Kit, Thomas
	D of A		
	CRE	-	Attn: Mr. Paul LEE

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
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Your Ref. : CWSTVJV/893/5918-2021
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.18/109961-2021006725L

10 May 2021

12 MAY 2021

525360

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 18 in respect of Land Parcel E-1 under Section IX of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that the land parcel E-1 under Section IX of the Works were completed on 31 March 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 1 April 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in the land parcel E-1 in Portion B13 as part of Section IX of the Works, in your letter ref. CWSTVJV/893/5918-2021 dated 3 May 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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www.aecom.com
+852 3922 9000 tel
+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.19/110493-2021012501L

20 August 2021

25 AUG 2021

527020

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 19 in respect of Run-in/out of Land Parcel R2-2 under Section VIII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that the run-in/out of Land Parcel R2-2 under Section VIII of the Works were completed on 25 June 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 26 June 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in the run-in/out of Land Parcel R2-2 under Section VIII of the Works, in your letter ref. CWSTVJV/893/6172-2021 dated 2 August 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.20/110505-2021012663L

26 August 2021

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

31 AUG 2021
527079

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 20 in respect of Section IX of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section IX of the Works (Portion B3 and Part of Portion B13) was substantially completed on 26 July 2021 (noon).

This certificate is issued following the receipt of your request of a certificate of substantial completion for Section IX of the Works (Portion B3 and Part of Portion B13) in your letter ref. CWSTVJV/893/6196-2021 dated 18 August 2021, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.21/110506-2021012664L

26 August 2021

31 AUG 2021
527080

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 21 in respect of Part of Portions B2 & B12 under Section VIII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portions B2 & B12 under Section VIII of the Works were completed on 30 July 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 31 July 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Part of Portions B2 & B12 under Section VIII of the Works, in your letter ref. CWSTVJV/893/6215-2021 dated 18 August 2021, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.21/110506-2021012665L

26 August 2021

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

31 AUG 2021
527082

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 22 in respect of Part of Portion B5 under Section XI of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion B5 under Section XI of the Works were completed on 30 July 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 31 July 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Part of Portion B5 under Section XI of the Works, in your letter ref. CWSTVJV/893/6216-2021 dated 18 August 2021, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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12/F Grand Central Plaza, Tower 2
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+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.21/110506-2021012666L

26 August 2021

31 AUG 2021
527081

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 23 in respect of Part of Portions A1, C1b, C1d & D1 under Sections VII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portions A1, C1b, C1d & D1 under Sections VII of the Works were completed on 30 July 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 31 July 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Part of Portions A1, C1b, C1d & D1 under Sections VII of the Works, in your letter ref. CWSTVJV/893/6197-2021 dated 18 August 2021, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.24/110752-2021015774L

25 October 2021

26 OCT 2021

527744

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 24 in respect of Part of Portion B4 under Section X of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion B4 under Section X of the Works were completed on 30 August 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 31 August 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Part of Portion B4 under Section X of the Works, in your letter ref. CWSTVJV/893/6311-2021 dated 7 October 2021, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

AECOM

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12/F Grand Central Plaza, Tower 2
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+852 3922 9000 tel
+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.25/110769-2021015964L

27 October 2021

29 OCT 2021

527824

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 25 in respect of Part of Portion C1a under Section VII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion C1a (i.e. toe of Feature No. 11NE-D/C1014 abutting On Kin Road) under Section VII of the Works was completed on 23 September 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 24 September 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Part of Portion C1a under Section VII of the Works, in your letter ref. CWSTVJV/893/6312-2021 dated 7 October 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.26/110770-2021015965L

27 October 2021

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

29 OCT 2021

527822

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 26 in respect of Part of Portion B4 under Section X of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion B4 under Section X of the Works were completed on 29 September 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 30 September 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Part of Portion B4 under Section X of the Works, in your letter ref. CWSTVJV/893/6322-2021 dated 11 October 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
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CRE - Attn: Mr. Paul LEE

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Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.27/110761-2021015963L

27 October 2021

29 OCT 2021

527823

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 27 in respect of Part of Portion A1 under Section VII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion A1 under Section VII of the Works were completed on 29 September 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 30 September 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Part of Portion A1 under Section VII of the Works, in your letter ref. CWSTVJV/893/6323-2021 dated 11 October 2021, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.28/110876-2021017126L

18 November 2021

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

24 NOV 2021

528112

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 28 in respect of Run-in/out of Land Parcel R2-3 under Section VIII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that the run-in/out of Land Parcel R2-3 under Section VIII of the Works were completed on 27 September 2021 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 28 September 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in the run-in/out of Land Parcel R2-3 under Section VIII of the Works, in your letter ref. CWSTVJV/893/6398-2021 dated 9 November 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.

CE/E2, CEDD	-	Attn: Mr. Sam S.W. LAM
STA, CEDD	-	Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD	-	Attn: Mr. FU Wang Kit, Thomas
D of A		
CRE	-	Attn: Mr. Paul LEE

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+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.29/110877-2021017296L

22 November 2021

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

24 NOV 2021

528113

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 29 in respect of Land Parcels E-3 & G-3 under Section XI of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Land Parcels E-3 and G-3 under Section XI of the Works was completed on 30 September 2021 and these parts of the Works are required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for these parts of the Works shall commence on 1 October 2021.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Land Parcels E-3 and G-3 under Section XI of the Works, in your letter ref. CWSTVJV/893/6399-2021 dated 9 November 2021.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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+852 3922 9000 tel
+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.30/110917-2021017404L

24 November 2021

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

24 NOV 2021
528114

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 30 in respect of Section VA of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section VA of the Works (Establishment Works for all landscape softworks within Portion B1) was substantially completed on 3 November 2021.

This certificate is issued following the receipt of your request of a certificate of substantial completion for VA of the Works (Establishment Works for all landscape softworks within Portion B1) in your letter ref. CWSTVJV/893/6397-2021 dated 8 November 2021 and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
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CRE - Attn: Mr. Paul LEE

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+852 3922 9797 fax

Your Ref. :
Our Ref. : HKT:AWYC:[illegible]:wcsw:60328348/C1/M15/905.31/111157-2022001478L

8 February 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

14 FEB 2022
529013

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 31 in respect of Section X of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section X of the Works (Portion B9, Portion B14 and Part of Portion B4) was substantially completed on 27 November 2021.

This certificate is issued following the receipt of your request of a certificate of substantial completion for Section X of the Works (Portion B9, Portion B14 and Part of Portion B4) in your letter ref. CWSTVJV/893/6573-2022 dated 13 January 2022, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.

CE/E2, CEDD	-	Attn: Mr. Sam S W LAM
STA, CEDD	-	Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD	-	Attn: Mr. FU Wang Kit, Thomas
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CRE	-	Attn: Mr. Paul LEE

AECOM

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香港新界沙田鄉事會路 138 號
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www.aecom.com

17 JUN 2022

Your Ref. : CWSTVJV/893/6824-2022
Our Ref. : HKT:AWYC:LAHY:60328348/C1/M15/905.32/111341-2022008338L

529944

14 June 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 32 in respect of Part of Portion A1, C1a and D1 under Section VII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion C1a and D1 under Section VII of the Works was completed on 29 March 2022 and Part of Portion A1 under Section VII of the Works was completed on 20 April 2022. All these part of the Works are required by the Employer for use starting on the same days.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for these part of the Works shall commence as below:-
1) on 30 March 2022 for Part of Portion C1a & D1;
2) on 21 April 2022 for Part of Portion A1.

This certificate is issued following the receipt of your request of a certificate of completion for Part of Portion A1, C1a and D1 under Section VII of the Works, in your letter ref. CWSTVJV/893/6824-2022 dated 20 May 2022 and received on 24 May 2022, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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新城市中央廣場第 2 座 12 樓
www.aecom.com

17 JUN 2022

529945

Your Ref. : CWSTVJV/893/6824-2022
Our Ref. : HKT:AWYC:LAHY:60328348/C1/M15/905.33/111341-2022008339L

14 June 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 33 in respect of Part of Portion B5, B15, C2 and D2 under Section XI of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion B5 and D2 under Section XI of the Works was completed on 29 March 2022 and Part of Portion B5, B15, C2 and D2 under Section XI of the works was completed on 20 April 2022. All these part of the Works are required by the Employer for use starting on the same days.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence as below:-

1) on 30 March 2022 for Part of Portion B5 and D2;
2) on 21 April 2022 for Part of Portion B5, B15, C2 and D2.

This certificate is issued following the receipt of your request of a certificate of completion for Part of Portion B5, B15, C2 and D2 under Section XI of the Works, in your letter ref. CWSTVJV/893/6824-2022 dated 20 May 2022 and received on 24 May 2022, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

AECOM
12/F Grand Central Plaza, Tower 2
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530134

Your Ref. : CWSTVJV/893/6903-2022
Our Ref. : HKT:AWYC:LAHY:60328348/C1/M15/905.34/111600-2022009639L

07 JUL 2022

4 July 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 34 In respect of Part of Portion A1 under Section VII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion A1 under Section VII of the Works was completed on 26 February 2022 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 27 February 2022.

This certificate is issued following the receipt of your request of a certificate of completion for Part of Portion A1 under Section VII of the Works, in your letter ref. CWSTVJV/893/6903-2022 dated 28 June 2022, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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530135

Your Ref. : CWSTVJV/893/6903-2022
Our Ref. : HKT:AWYC:LAHY:60328348/C1/M15/905.35/111600-2022009640L

07 JUL 2022

4 July 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 35 in respect of Part of Portion B15 under Section XI of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Part of Portion B15 under Section XI of the Works was completed on 26 February 2022 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 27 February 2022.

This certificate is issued following the receipt of your request of a certificate of completion for Part of Portion B15 under Section XI of the Works, in your letter ref. CWSTVJV/893/6903-2022 dated 28 June 2022, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

AECOM

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19 JUL 2022

Your Ref. : CWSTVJV/893/6888-2022
Our Ref. : HKT:AWYC:LAHY:60328348/C1/M15/905.36/111625-2022010064L

530249

14 July 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 36 in respect of Part of Portion B5 under Section XI of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify Part of Portion B5 under Section XI of the Works was completed on 20 April 2022 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 21 April 2022.

This certificate is issued following the receipt of your request of a certificate of completion for Part of Portion B5 under Section XI of the Works, in your letter ref. CWSTVJV/893/6888-2022 dated 23 June 2022 and received on 25 June 2022.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

AECOM
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19 JUL 2022

530250

Your Ref. : CWSTVJV/893/6888-2022
Our Ref. : HKT:AWYC:LAMY:60328348/C1/M15/905.37/111625-2022010065L

14 July 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 37 in respect of Land Parcel C-1 under Section XI of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Land Parcel C-1 under Section XI of the Works was completed on 12 May 2022 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 13 May 2022.

This certificate is issued following the receipt of your request of a certificate of completion for the works in Land Parcel C-1 under Section XI of the Works, in your letter ref. CWSTVJV/893/6888-2022 dated 23 June 2022 and received on 25 June 2022.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c. CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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19 JUL 2022

530251

Your Ref. : CWSTVJV/893/6888-2022
Our Ref. : HKT:AWYC:LAHY:60328348/C1/M15/905.38/111625-2022010066L

14 July 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 38 in respect of Part of Portion A1 and D1 under Section VII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Portion A1 and D1 under Section VII of the Works were completed on 16 June 2022 and these parts of the Works are required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 17 June 2022.

This certificate is issued following the receipt of your request of a certificate of completion for Portion A1 and D1 under Section VII of the Works, in your letter ref. CWSTVJV/893/6888-2022 dated 23 June 2022 and received on 25 June 2022, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

- 8 SEP 2022

AECOM

530790

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Your Ref. : CWSTVJV/893/6971-2022
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.39/111740-2022012097L

18 August 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 39 in respect of Run-in/out of Land Parcel R2-4 under Section VIII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that the run-in/out of Land Parcel R2-4 under Section VIII of the Works was completed on 7 July 2022 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 8 July 2022.

This certificate is issued following the receipt of your request of a certificate of completion for the works in the run-in/out of Land Parcel R2-4 under Section VIII of the Works, in your letter ref. CWSTVJV/893/6971-2022 dated 4 August 2022.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

- 8 SEP 2022

AECOM

530791

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Your Ref. : CWSTVJV/893/6971-2022
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.40/111740-2022012099L

18 August 2022

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sirs,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 40 in respect of Run-in/out of Land Parcel R2-6 under Section VIII of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that the run-in/out of Land Parcel R2-6 under Section VIII of the Works was completed on 8 July 2022 and this part of the Works is required by the Employer for use starting on the same day.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 9 July 2022.

This certificate is issued following the receipt of your request of a certificate of completion for the works in the run-in/out of Land Parcel R2-6 under Section VIII of the Works, in your letter ref. CWSTVJV/893/6971-2022 dated 4 August 2022.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. Sam S.W. LAM
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

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532058

Your Ref. : CWSTVJV/893/7256-2023
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.41/112225-023001396L

20 January 2023

20 JAN 2023

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 41 in respect of Section VII of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section VII of the Works was completed on 3 November 2022. The Maintenance Period for this Section of the Works shall commence on 4 November 2022.

This certificate is issued following the receipt of your request of a certificate of completion for Section VIII of the Works, in your letter ref. CWSTVJV/893/7256-2023 dated 5 January 2023 and received on 6 January 2023, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.	CE/E2, CEDD	- Attn: Mr. LEUNG Chi Foon
	STA, CEDD	- Attn: Mr. YUEN Wing Cheung, Keith
	SE/CA1, CEDD	- Attn: Mr. FU Wang Kit, Thomas
	D of A	
	CRE	- Attn: Mr. Paul LEE (w/o)

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www.aecom.com

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532059

Your Ref. : CWSTVJV/893/7257-2023
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.42/112228-2023001397L

20 January 2023

20 JAN 2023

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 42 in respect of Section VIII of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section VIII of the Works was completed on 5 November 2022. The Maintenance Period for this Section of the Works shall commence on 6 November 2022.

This certificate is issued following the receipt of your request of a certificate of completion for Section VIII of the Works, in your letter ref. CWSTVJV/893/7257-2023 dated 5 January 2023 and received on 6 January 2023, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.

CE/E2, CEDD	-	Attn: Mr. LEUNG Chi Foon
STA, CEDD	-	Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD	-	Attn: Mr. FU Wang Kit, Thomas
D of A		
CRE	-	Attn: Mr. Paul LEE (w/o)

25 MAR 2023

AECOM

532526

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138 Shatin Rural Committee Road
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Your Ref. : CWSTVJV/893/7374-2023
Our Ref. : HKT:AWYC:LAHY:blyl:60328348/C1/M15/905.43/112383- 2023004942L

23 March 2023

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. Allen MAN

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 43 in respect of Section XIE of the Works

We refer to the Certificate of Completion No. 43 under the Engineer's letter ref. HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.43/112230-2023001398L dated 20 January 2023.

Please be clarified that due to typo, all "Section XI" appears in the above letter should read as "Section XIE", while other content in the letter remains unchanged.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. LEUNG Chi Foon
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE (w/o)

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532060

Your Ref. : CWSTVJV/893/7258-2023
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.43/112230-2023001398L

20 January 2023

20 JAN 2023

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. LEUNG Tak Yu

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 43 in respect of Section XI of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section XI of the Works was completed on 14 September 2022. The Maintenance Period for this Section of the Works shall commence on 15 September 2022.

This certificate is issued following the receipt of your request of a certificate of completion for Section XI of the Works, in your letter ref. CWSTVJV/893/7258-2023 dated 5 January 2023 and received on 6 January 2023, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. LEUNG Chi Foon
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE (w/o)

22 MAR 2023

AECOM

532498

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Your Ref. : CWSTVJV/893/7375-2023
Our Ref. : HKT:AWYC:LAHY:blyl:60328348/C1/M15/905.44/112350-2023004747L

20 March 2023

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. Allen MAN

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 44 in respect of Section XA of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section XA of the Works was substantially completed on 27 November 2022.

This certificate is issued following the receipt of your request of a certificate of substantial completion for the said Section of the Works, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. LEUNG Chi Foon
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

AECOM

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- 8 JUN 2023

532978

Your Ref. : CWSTVJV/893/7508-2023
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.45/112510-2023009358L

6 June 2023

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. Allen MAN

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 45 in respect of Portion B3a and Part of Portion B5a under Section XID of the Works

In accordance with Clause 53(5)(b) of the General Conditions of Contract, we hereby certify that Portion B3a and Part of Portion B5a under Section XID (i.e. Site G-2) of the Works were completed on 20 April 2023.

In accordance with Clause 53(5)(c) of the General Conditions of Contract, the Maintenance Period for this part of the Works shall commence on 21 April 2023.

This certificate is issued following the receipt of your request of a certificate of completion for Portion B3a and Part of Portion B5a under Section XID of the Works, in your letter ref. CWSTVJV/893/7508-2023 dated 22 May 2023 and received on 24 May 2023, and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.

CE/E2, CEDD	-	Attn: Mr. LEUNG Chi Foon
STA, CEDD	-	Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD	-	Attn: Mr. FU Wang Kit, Thomas
D of A		
CRE	-	Attn: Mr. Paul LEE (w/o)

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 12 樓
www.aecom.com
+852 3922 9000 tel
+852 3922 9797 fax

533207

Your Ref. : CWSTVJV/893/7603-2023
Our Ref. : HKT:AWYC:LAHY:wcsw:60328348/C1/M15/905.46/112654-2023011912L

24 July 2023

25 JUL 2023

Chun Wo-STEC-Vasteam Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon.

Attn: Mr. Percy CHAN

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 46 in respect of Section XID of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section XID of the Works was completed on 30 June 2023. The Maintenance Period for this Section of the Works shall commence on 1 July 2023.

Certificate of Completion No. 45 for Portion B3a and Part of Portion B5a (i.e. Site G-2) under Section XID of the Works was issued under our letter ref. HKT:AWYC:LAHY:wcsw: 60328348/C1/M15/905.45/112510-2023009358L dated 6 June 2023. This certificate is issued following the receipt of your request for a certificate of completion for the remaining Part of Portion B5a (i.e. Hiking Trail) under Section XID for the Works, in your letter ref. CWSTVJV/893/7603-2023 dated 4 July 2023 and of your undertaking to carry out any outstanding works including but not limited to the outstanding works listed in the attached sheet.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

Encl.

c.c.
CE/E2, CEDD - Attn: Mr. LEUNG Chi Foon
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE (w/o)

AECOM

AECOM
12/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路138號
新城市中央廣場第2座12樓
www.aecom.com

+852 3922 9000 tel
+852 3922 9797 fax

15 OCT 2024

534930

Your Ref. : CWSTVJV/893/8113-2024
Our Ref. : HKT:LAHY:blyl:60328348/C1/M15/905.47/113549-2024014443L

9 October 2024

Chun Wo-STEC-Vasteam Joint Venture
27/F., Tower A, 83 King Lam Street,
Cheung Sha Wan, Kowloon

Attn: Mr. Chris YEUNG

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Certificate of Completion No. 47 in respect of Section XIF of the Works

In accordance with Clause 53(1)(a) of the General Conditions of Contract, we hereby certify that Section XIF of the Works was commenced on 1 July 2023 and completed on 30 June 2024. The Maintenance Period for this Section of the Works shall commence on 1 July 2024.

This certificate is issued following the receipt of your request for a certificate of completion for the Establishment Works for all Landscape softworks under Section XIF of the Works, in your letter ref. CWSTVJV/893/8113-2024 dated 2 October 2024.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan TSANG
The Engineer for the Contract

c.c.
CE/E2, CEDD - Attn: Mr. LEE Ming Keung, Marco
STA, CEDD - Attn: Mr. YUEN Wing Cheung, Keith
SE/CA1, CEDD - Attn: Mr. FU Wang Kit, Thomas
D of A
CRE - Attn: Mr. Paul LEE

Supporting Documents for Client
雇主/客户及其联络方式证明

AECOM
12/F, Grand Central Plaza, Tower 2,
138 Shatin Rural Committee Road,
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 12 樓
www.aecom.com
ARQ Site Tel: 2967 6608
ARQ Site Fax: 2473 3221

Your Ref. :
Our Ref. : ARQ/(C1)/(NE/2016/01)/M15/935/113777

12 February 2025

To Whom It May Concern,

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Reference Letter for Shanghai Tunnel Engineering Co. Ltd.

This letter serves to confirm that **Shanghai Tunnel Engineering Co. Ltd.** was one of the main contractors for the captioned contract and successfully completed the construction of a carriageway tunnel in the southern area of the site, namely the **On Yu Road Underpass**.

The following are the key details of the On Yu Road Underpass:

- Total Length: Approximately 130 meters
- Cross-Sectional Area: Approximately 200-250 square meters
- Construction Period: February 2017 to November 2022

Should you have any queries, please do not hesitate to contact our Resident Engineer (Civil), Mr. Edgar CHAN at 3765 0613.

Thank you for your kind attention.

Yours faithfully,

CHOW Wing Fai, Edward
Engineer's Representative

c.c. CE/E2, CEDD - Attn: Mr. LEE Ming Keung, Marco
AECOM, NTO–11/F - Attn: Mr. Ivan TSANG

PL/WFC/EC/hy

A copy of relevant document showing the contact) details of the project owners and/or engineers

有关工程师/项目经理，雇主/客户的证明文件

Supporting Document for Client
雇主/客户及其联络方式证明

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
NEW TERRITORIES EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

POST TENDER CORRESPONDENCE

AECOM

AECOM
8/F, Grand Central Plaza, Tower 2,
138 Shatin Rural Committee Road,
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 8 樓
www.aecom.com
+852 3922 9000 tel
+852 3922 9797 fax

Our Ref: SCI:BWCW:AWYC:PKHF:ccht:60328348/15.2-20160095O0T

000788
TENDER DEPT.
26 OCT 2016
RECEIVED

25 October 2016

RESTRICTED (TENDER)

By Fax (2744 6937) & Post

Chun Wo – STEC – Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon

Attn: Mr. Andy Yiu (Director)

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

Tender (Alternative Design) – Bills of Quantities

We refer to your Tender (Alternative Design) submitted on 9 September 2016.

We would be grateful if you can clarify the following with respect to the tendered rates and tendered amounts of the Bills of Quantities in your submitted tender:

(A) Items in the Bills of Quantities not priced at all (by inserting a **zero** rate or by inserting "**Included**" or "-" in the rate and/or amount columns or leaving the rate and/or amount columns blank) are listed in the **Table 1** attached to this letter. These unpriced items against which a zero rate or no rate is entered shall be deemed to be covered by the other rates in the Bills of Quantities. The rates and/or amounts for these items in the Bills of Quantities shall be zero.

In order to allow us to make a full assessment of your tender, you are requested to confirm in writing that you are prepared to abide by the Tender (Alternative Design).

As a matter of urgency, we would be pleased to receive your reply **not later than 28 October 2016**. Your response to this letter must confine itself to the subject matter and must not include or make reference to any other unrelated matters. In the event that you fail to abide by this requirement, you may be asked to withdraw your letter and replace it with another which does conform.

The request for the above must in no way be construed as either an acceptance or rejection of your tender for, as you are aware, the Government of the Hong Kong Special Administrative Region does not bind itself to accept any tender irrespective of whether the tender is the lowest bid or the tender has the highest overall mark. A final decision will be taken in due course and notified to you.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Simon Illingworth
Engineer Designate
Encl.

cc PM/NTE, CEDD Attn: Mr. Stephen Li (w/e)

Contract No. NE/2016/01
Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site
Tender – Bills of Quantities

Tenderer: Chun Wo – STEC – Vasteam Joint Venture (Alternative Design)

Table 1 – Items in the Bills of Quantities not priced at all

Page	Item/Description
1/9	1.98
1/9	1.99
1/9	1.100
1/9	1.101
1/9	1.102
1/9	1.103
1/9	1.104
1/9	1.105
1/9	1.106
1/9	1.107
1/9	1.108
1/9	1.109
1/9	1.109A
1/9	1.109B
1/9	1.109C
1/9	1.109D
1/9	1.109E
1/9	1.109F
1/9	1.109G
1/9	1.110
1/9	1.110A
1/9	1.110B
1/9	1.110C
1/9	1.111
1/9	1.112
1/9	1.113
1/9	1.114
1/9	1.115
3/3	3.1.16
3/3	3.1.18
17/6	17.31

Supporting Document for Project Manager
工程师或项目经理及其联络方式证明

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

ARTICLES OF AGREEMENT made and entered into this Twenty-third day of December 2016 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Employer") and Chun Wo Construction and Engineering Company Limited of C2, 5/F, Hong Kong Spinners Industrial Building, 601-603 Tai Nan West Street, Cheung Sha Wan Road, Kowloon, Hong Kong and Shanghai Tunnel Engineering Company Limited of Flat/Rm 2-5, 26/F Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong and Vasteam Construction Limited of C2, 5/F, Hong Kong Spinners Industrial Building, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong trading as "Chun Wo – STEC – Vasteam Joint Venture", whose registered office is at C2, 5/F, Hong Kong Spinners Industrial Building, 601 – 603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong (hereinafter referred to as "the Contractor"). In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and the Special Conditions of Contract hereinafter referred to.

WHEREAS the Employer is desirous of having the Works executed in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.

AND WHEREAS the Contractor has agreed to execute the Works subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter contained, the Contractor shall execute the Works to the satisfaction of the Engineer in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.

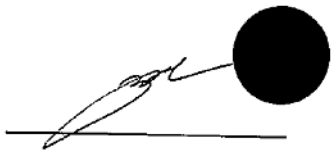
2. The Contractor shall execute the Works within the period stipulated in the Contract or within such further time as may be determined by the Engineer in accordance with the provisions of the Contract.

3. The Employer shall pay to the Contractor the Final Contract Sum at the times and in the manner specified in the Contract.

4. Chun Wo Construction and Engineering Company Limited and Shanghai Tunnel Engineering Company Limited and Vasteam Construction Limited each agrees to be jointly and severally bound by the terms of the Contract.

IN WITNESS WHEREOF these Articles of Agreement have been executed as a deed by the parties hereto on the date first above written.

SIGNED, SEALED AND DELIVERED by)
the Employer by)
)
Mr. WONG Wai-man, JP)
Project Manager (New Territories East))
Civil Engineering and Development Department)
Suite 1213 Chinachem Golden Plaza,)
77 Mody Road, Tsim Sha Tsui East, Kowloon)



in the presence of:)

Mr. Michael C L LEUNG)
Deputy Project Manager (New Territories East)1)
Civil Engineering and Development Department)
Suite 1213 Chinachem Golden Plaza,)
77 Mody Road, Tsim Sha Tsui East, Kowloon)

BQ Grand Summary
工程量清单总汇表

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
NEW TERRITORIES EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

GRAND SUMMARY TO BILLS OF QUANTITIES

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS
FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

BILLS OF QUANTITIES
GRAND SUMMARY

Page No.	Bill No.	Description	Amount $
1/17	1	Preliminaries	447,992,316.00
2/3	2	Earthworks / Site Formation	218,328,750.00
3/8	3	Ground Investigation and Monitoring Works	11,793,060.00
4/30	4	Drainage and Sewerage Works	104,977,720.00
5/29	5	Waterworks	82,706,764.00
6/17	6	At-Grade Roads, Footways, Cycletracks, Paved Areas and Associated Works	80,454,566.00
7/7	7	Noise Mitigation Measures (with Alternative Design)	37,741,647.00
8/11	8	Underpass	155,103,763.00
9/20	9	Box Culverts	31,437,213.00
10/11	10	Underground Stormwater Retention Tank	164,758,706.00
11/13	11	Fresh Water Pumping Station	69,489,030.00
12/17	12	Salt Water Pumping Stations (Subject to Excision)	61,519,852.00
13/15	13	Service Reservoirs	104,090,401.00
14/18	14	Slopeworks	108,608,560.00
15/75	15	Retaining Structures	61,795,267.00
16/15	16	Public Transport Terminus Cover (with Alternative Design)	93,977,903.00
17/13	17	Pedestrian Connectivity System A and System B	99,958,548.00
18/11	18	Artificial Flood Attenuation Lake Cum Park	42,288,719.00
19/2	19	Entrusted Works under Shui Chuen O and Kau To (Subject to Excision)	2,548,000.00
19A/7	19A	Natural Terrain Mitigation Measures (Subject to Excision)	1,549,137.00
20/18	20	Landscape Works	47,722,364.90
21/1	21	Monitoring Payment of Wages	2,145,000.00
22/1	22	Sub-contractor Management Plan	53,000.00
23/3	23	Site Safety and Environmental Management	30,642,500.00
24/4	24	Daywork	24,267,000.00
25/1	25	Provisional Sum for Contract Price Fluctuation	521,000,000.00
26/1	26	Provisional Sum for Performance-tied Payment Items under the Pay for Safety Performance Merit Scheme (PFSPMS)	22,455,733.00
		Sub-Total of Bill No. 1 to 26 inclusive	2,629,405,519.90

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS
FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

ORIGINAL

BILLS OF QUANTITIES
GRAND SUMMARY

Page No.	Bill No.	Description	Amount $
		Contingency Sum	272,500,000.00
		Total of the above	2901905519.90
27/1	27	Add 1.9% of the Total above as a Provisional Sum for reimbursement of MPF contributions	55136204.88
		Grand Total	2957041724.78
		Adjustment Item * ~~Addition~~ / Deduction (* Delete where appropriate)	(288708724.78)
		Tender Sum	2668333000.-

(CHUN WO) (STEC) (VASTEAM)

Signature of person
authorised to sign on behalf of tenderer :

ANDY YIU ZHANG ZHONG SHENG YEUNG KA YIN

Name of tenderer : CHUN WO - STEC - VASTEAM JOINT VENTURE

Date : - 9 SEP 2016

NE/2017/01 Tseung Kwan O - Lam Tin Tunnel - Tseung Kwan O Interchange and Associated Works

将军澳—蓝田隧道 — 将军澳交汇处及相关工程

Details of the contract 合同详情	Documentary evidence submitted and remarks 提交的证明文件
Existence of the contract, date of contract award, and original contract sum 合同存在情况、合同授予日期及原始合同金额	i) Letter of Acceptance dated 10 January 2018; 2018 年 1 月 10 日的中标通知书 ii) Contract Document 合同文件 iii) JV Percentage 联合体份额比例
Certified contract completion date 经认证的合同完成日期	i) The Client's certificate of completion 竣工验收报告 ii) Client Supporting Documents 业主证明
Related Supporting Documents 相关支持文件	i) Bills of Quantities — Grand Summary 工程量清单总汇表

NE/2017/01
Tseung Kwan O - Lam Tin Tunnel - Tseung Kwan O Interchange and Associated Works

NE/2017/01：将军澳—蓝田隧道 — 将军澳交汇处及相关工程

Letter of Acceptance
中标通知书

土木工程拓展署
Civil Engineering and Development Department

新界東拓展處
East Development Office

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : ffving@cedd.gov.hk
Telephone 電話 : (852) 2301 1380
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in EDO1-30-4170-19-LTT872TH-500A
Your reference 來函檔號 :
Date 日期 : 10 January 2018

九龍尖沙咀麼地道 77 號
華懋廣場 1213 室
Suite 1213, Chinachem Golden Plaza,
77 Mody Road, Tsimshatsui East,
Kowloon, Hong Kong

By Fax (2744 6937) and by Hand

CW – STEC – CMGC JV
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon, Hong Kong
(Attn: Mr. Andy Yiu)

Dear Sirs,

Contract No. NE/2017/01
Tseung Kwan O – Lam Tin Tunnel
Tseung Kwan O Interchange and Associated Works

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender (Alternative Design) which totals Hong Kong Dollars Five Hundred Eighty Five Million Four Hundred Seventy One Thousand and Two Hundred Only (HK$585,471,200.00) is accepted.

The following correspondence forms part of this Contract:

(a) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:mlpm:60308751/15.11-2017007475T) dated 20 July 2017 on Tender Addendum No. 1 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(b) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:mlpm:60308751/15.11-2017008017T) dated 2 August 2017 on Tender Addendum No. 2 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(c) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:ttmk:60308751/15.11-2017008829T) dated 16 August 2017 on Tender Addendum No. 3 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

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(d) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:ttmk:60308751/15.11-2017009122T) dated 25 August 2017 on Tender Addendum No. 4 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(e) Letter from AECOM Asia Co. Ltd. to CW – STEC – CMGC Joint Venture (letter ref.: HKT:RPCM:ttmk:60308751/15.11-2017011655T) dated 24 October 2017 on the tendered total of the Prices;

(f) Letter from CW – STEC – CMGC Joint Venture to AECOM Asia Co. Ltd. (letter ref.: CW/TD/1770-2017) dated 26 October 2017 replying to the above letter (e) and confirming abiding by the tender;

(g) Letter from AECOM Asia Co. Ltd. to CW – STEC – CMGC Joint Venture (letter ref.: HKT:WN:ZLSY:wmy:60308751/15.12-2018000111T) dated 4 January 2018 on the rates of Delay Damages;

(h) Letter from CW – STEC – CMGC Joint Venture to AECOM Asia Co. Ltd. (letter ref.: CW/TD/0009-2018) dated 5 January 2018 acknowledging the receipt of the above letter (g) and confirming your agreement to the rates of Delay Damages;

(i) Letter from AECOM Asia Co. Ltd. to CW – STEC – CMGC Joint Venture (letter ref: HKT:WN:ZLSY:wmy:60308751/15.12-2018000144T) dated 5 January 2018 on the "Correspondence Forming Part of the Contract";

(j) Letter from CW – STEC – CMGC Joint Venture to AECOM Asia Co. Ltd. (letter ref: CW/TD/0009-2018) dated 8 January 2018 acknowledging the receipt of the above letter (i) and confirming their agreement to the list of correspondence forming part of the Contract; and

(k) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(i) Third Party Insurance in accordance with Clause 15.1 of the Works Information;

(ii) Professional Indemnity Insurance in accordance with Clause F5 of the *additional conditions of contract*.

The policies are to be submitted to the *Project Manager* three working days prior to the date set for executing the Articles of Agreement.

You or your authorized representative are required to attend a meeting held in Conference Room 1213A, Suite 1213 Chinachem Golden Plaza, 77 Mody Road, Tsim Sha Tsui East, Kowloon at 12:10 pm on 17 January 2018 (Wednesday), for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TCW No. 7/2014.

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

The *Project Manager* for this contract as defined in Clause 1 of the Contract Data Part one will be Chief Engineer / East 1 of East Development Office, Civil Engineering and Development Department (the current holder of this post is Mr. CHIANG Nin-Tat Eric) at Suite 1213 Chinachem Golden Plaza, 77 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong who will write to you separately regarding the delegation of authority to the *Project Manager*'s Delegates and the *starting date*.

The *Supervisor* for this contract as defined in Clause 1 of the Contract Data Part one will be AECOM Asia Company Limited at 8/F Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong.

You are required to submit to the *Project Manager* the programme as required by Core Clause 31 of NEC3 Engineering and Construction Contract Option A (April 2013) published by Thomas Telford Ltd., within 2 weeks of the Contract Date as stated in Clause 3 of the Contract Data Part One. You are also required to submit to the *Supervisor* the Safety Plan in accordance with Clause D6 of the *additional conditions of contract* and the Environmental Management Plan in accordance with Clause D20 of the *additional conditions of contract*.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau, you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(YING Fun-fong)
Project Manager (E)

c.c.
Secretary, Central Tender Board
Director of Highways (Attn: Secretary, MRC for Roads and Drainage Category)
Director of Audit
CTA, DEVB
Commissioner for Labour
Director of Immigration
TS/HQ, CEDD
SE/CA1, CEDD
AECOM Asia Company Limited (Attn: Mr. Ivan TSANG and Mr. Dominic LAM)
Mannings (Asia) Consultants Limited (Attn.: Mr. Mark CHEUNG)

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

Secretary, Central Tender Board
(Fax No.: 2869 4519)

Director of Highways (Attn: Secretary, MRC for Roads and Drainage Category)
(Fax No.: 2714 5216)

Director of Audit
(Fax No.: 2583 9063)

CTA, DEVB
(Fax No.: 2523 3950)

Commissioner for Labour
(Fax No.: 3101 1066)

Director of Immigration
(Fax No.: 2507 3581)

TS/HQ, CEDD
(Fax No.: 2715 0211)

SE/CA1, CEDD
(Fax No.: 2711 7571)

AECOM Asia Company Limited (Attn: Mr. Ivan TSANG and Mr. Dominic LAM)
(Fax No.: 3922 9797)

Mannings (Asia) Consultants Limited (Attn.: Mr. Mark CHEUNG)
(Fax No.: 3168 2022)

TOTAL P.04
This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

Contract Document
合同文件

土木工程拓展署
Civil Engineering and Development Department
East Development Office

CONTRACT NO. NE/2017/01

TSEUNG KWAN O – LAM TIN TUNNEL – TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

Booklet 1 of 5

This book containing:

(I) Articles of Agreement

(II) Letter of Acceptance

(III) Tender Addenda

(IV) Post Tender Correspondence

(V) Percentage Participation of Joint Venture

(VI) Form of Tender

(VII) NEC3 Engineering and Construction Contract Option A

(VIII) Additional Conditions of Contract

(IX) Contract Data Part one

(X) Contract Data Part two

(XI) Activity Schedule

(XII) Site Information

Consulting Engineer:
AECOM Asia Co. Ltd.
8/F., Grand Central Plaza, Tower 2
138 Sha Tin Rural Committee Road
Sha Tin, N.T.
HONG KONG

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
EAST DEVELOPMENT OFFICE

CONTRACT NO. NE/2017/01

Tseung Kwan O – Lam Tin Tunnel -
Tseung Kwan O Interchange and Associated Works

Booklet 1 of 5

(I) Articles of Agreement

(II) Letter of Acceptance

(III) Tender Addenda

(IV) Post Tender Correspondence

(V) Percentage Participation of Joint Venture

(VI) Form of Tender

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(I) Contractor's Submission on Technical Resources and Technical Proposals

Booklet 5 of 5

(I) Contractor's Submission on Technical Resources and Technical Proposals

土木工程拓展署
Civil Engineering and Development Department
East Development Office

TSEUNG KWAN O – LAM TIN TUNNEL –
TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

CONTRACT NO. NE/2017/01

Post-tender Changes included in the Contract have been initialled by:

Choy Kwok Chung, Esq on behalf of CW – STEC – CMGC JV

YUEN Ting-fung Jacky, Esq on behalf of Civil Engineering and Development Department

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2017/01

TSEUNG KWAN O – LAM TIN TUNNEL – TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

ARTICLES OF AGREEMENT

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2017/01

TSEUNG KWAN O – LAM TIN TUNNEL –
TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

ARTICLES OF AGREEMENT made and entered into this 17th day of January 2018 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the *Employer*") and Chun Wo Construction and Engineering Company Limited of C2, 5/F, Hong Kong Spinners Industrial Building Phase 1, 601-603 Tai Nan West Street, Cheung Sha Wan Road, Kowloon, Hong Kong and Shanghai Tunnel Engineering Company Limited of Flat/Rm 2-5, 26/F Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong and China Metallurgical Group Corporation of Flat/Rm 3202-3, 32F., Office Tower Convention Plaza, 1 Harbour Road, Hong Kong trading as "CW – STEC – CMGC JV", whose registered office is at C2, 5/F, Hong Kong Spinners Industrial Building Phase 1, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong ([hereinafter referred to as "the *Contractor*"]). In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the NEC3 Engineering and Construction Contract (April 2013) published by Thomas Telford Limited. (hereinafter referred to as "NEC3 ECC"), with amendments and additions, as recorded in this agreement.

WHEREAS the *Employer* is desirous of having the *works* executed in accordance with this contract as defined in this agreement.

AND WHEREAS the *Contractor* has agreed to Provide the Works subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. This contract comprises:

   (a) this agreement and its schedule;

   (b) the NEC3 ECC booklet for the NEC3 ECC main Option A, containing the NEC3 ECC core clauses and the clauses for the NEC3 ECC main Option A (including the Shorter Schedule of Cost Components), and the applicable secondary Options identified in the Contract Data;

(c) the Contract Data comprising:

(i) Contract Data Part one; and

(ii) completed Contract Data Part two, as signed by the *Contractor* for identification

(d) the Form of Tender; and

(e) the following documents:

(i) the *additional conditions of contract* identified in the Contract Data;

(ii) the documents containing the Site Information, the documents containing the Works Information, the priced *activity schedule* and such other documents containing information as referred to in the Contract Data; and

(iii) the submission on technical resources, technical proposals and alternative design made by the *Contractor* in his tender.

2. The clauses referred to in clause 1(b) shall apply to this contract as amended by the Schedule to the Articles of Agreement.

3. For the definition of Contract Date in NEC3 ECC core clause 11.2(4), this contract came into existence on 10 January 2018.

4. The *Contractor* will Provide the Works in accordance with the *conditions of contract* and the *additional conditions of contract* as identified in the Contract Data.

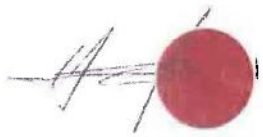
5. The *Employer* will pay the *Contractor* the amount due and carry out his duties in accordance with the *conditions of contract* and the *additional conditions of contract* as identified in the Contract Data.

6. Chun Wo Construction and Engineering Company Limited, Shanghai Tunnel Engineering Company Limited and China Metallurgical Group Corporation each agrees to be jointly and severally bound by the terms of the contract.

IN WITNESS WHEREOF these Articles of Agreement have been executed as a deed the day and year first above written

SIGNED, SEALED and DELIVERED by
the *Employer* by

Ms. YING Fun-fong, JP
Project Manager (East)
Civil Engineering and Development Department

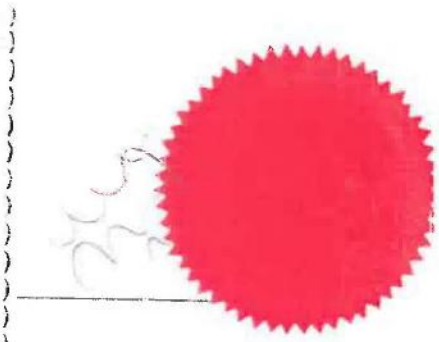


in the presence of:

.....

Mr. CHIANG Nin-tat Eric
Chief Engineer / East 1
Civil Engineering and Development Department
Suite 1213 Chinachem Golden Plaza,
77 Mody Road, Tsim Sha Tsui East, Kowloon

Executed and delivered
as a deed and the COMMON SEAL of
Chun Wo Construction and Engineering Company Limited
being a participant of the
CW – STEC – CMGC JV
was affixed in the presence of
Mr. KO Wing-nin its director authorized to
sign the contract by its board of directors



in the presence of a witness:

.....
Mr. TUNG Kar-ming David
Operations Manager
C2, 5/F, Hong Kong Spinners Industrial Building
601-603 Tai Nan West Street
Cheung Sha Wan, Kowloon, Hong Kong

SIGNED, SEALED and DELIVERED
by Shanghai Tunnel Engineering Company Limited
being a participant of the
CW – STEC – CMGC JV
by Mr. ZHANG Zhong-sheng
its attorney under power of attorney
dated 1 December 2017

in the presence of:

.....
Mr. CHIANG Kai-ming
Project Manager
Flat/Rm 2-5, 26/F Prosperity Millennia Plaza
663 King's Road, North Point, Hong Kong

SIGNED, SEALED and DELIVERED
by China Metallurgical Group Corporation
being a participant of the
CW – STEC – CMGC JV
by Mr. ZOU Weimin
its attorney under power of attorney
dated 26 February 2002

in the presence of:

.....

Mr. WANG Qi
Representative
Flat/Rm 3202-3, 32F., Office Tower Convention Plaza,
1 Harbour Road, Hong Kong

JV Percentage
联合体份额比例

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2017/01

TSEUNG KWAN O – LAM TIN TUNNEL –
TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

PERCENTAGE PARTICIPATION OF JOINT VENTURE

SCT 5 CONTRACTORS' JOINT VENTURE

(4) Where the tenderer is a joint venture (whether incorporated or unincorporated), the tenderer shall, subject to General Conditions of Tender Clause GCT 21, provide with its tender details of the proposed percentage participation, proposed value and portion of work to be undertaken by each participant or shareholder in the joint venture. The proposed value of work to be undertaken by each participant or shareholder in the joint venture shall be submitted in the "Tender Price Documents" required under General Conditions of Tender Clause GCT 4.

CW-STEC-CMGC Joint Venture is a fully integrated unincorporated joint venture which comprises:

JV Participant	Share %
Chun Wo Construction & Engineering Co., Ltd. (Leader Participant)	34%
Shanghai Tunnel Engineering Company Limited	33%
China Metallurgical Group Corporation	33%

The proposed percentage participation shall be used for technical assessment. After completion of the technical assessment, the "Tender Price Documents" shall be opened. The proposed percentage participation of each participant or shareholder in a joint venture shall then be adjusted by reference to the proposed value of his portion of work against the corrected tendered total of the Prices. Any portions of work not specifically undertaken by any participants or shareholders are deemed to be undertaken by the lead participant or the major shareholder. If the adjusted percentage participation based on the proposed value of work, after it became known are different to the proposed percentage participation submitted by the tenderer, this will be regarded as error of form and the technical scores shall be adjusted using the adjusted percentage participation instead of the proposed percentage participation.

Noted.

Where a joint venture participant or shareholder undertakes more than one category of works given in the List of Approved Contractors for Public Works or the List of Approved Suppliers of Materials and Specialist Contractors for Public Works, the proposed value and portion of work to be undertaken by such participant or shareholder in a joint venture shall be sub-divided into each category of work he undertakes.

Noted.

If the total percentage participation of all the participants or shareholders in a joint venture is less than 100%, the difference shall be attributed to the lead participant nominated or the major shareholder determined under sub-clauses (2) and (3) of this Clause as the case may be such that the total percentage participation of the participants or shareholders shall add up to 100%. If the total percentage participation of the participants or shareholders in a joint venture is more than 100%, the percentage participation of each participant or shareholder shall be reduced proportionately such that the total percentage participation of the participants or shareholders shall add up to 100%.

Noted.

If the proposed value of work to be undertaken by a participant or shareholder in a joint venture submitted by the tenderer does not tally with the proposed portion of work to be undertaken by him, the *Project Manager* designate may seek clarification from the tenderer and if the difference in value remain irreconcilable after clarification, the tender shall not be considered further.

Noted.

JOINT VENTURE AGREEMENT

Between

CHUN WO CONSTRUCTION AND ENGINEERING COMPANY LIMITED

And

SHANGHAI TUNNEL ENGINEERING CO., LTD.

And

CHINA METALLURGICAL GROUP CORPORATION

For

CONTRACT NO. NE/2017/01 TSEUNG KWAN O – LAM TIN TUNNEL – TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

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APPENDICES:

Appendix 1	Organization Chart
Appendix 2	Reimbursement of Costs and Expenses for the Secondment of Staff

THIS JOINT VENTURE AGREEMENT is executed as a DEED on 8 th September , 2017

BY AND BETWEEN:

CHUN WO CONSTRUCTION AND ENGINEERING COMPANY LIMITED, a company incorporated and existing under the laws of Hong Kong and having its registered office at 5C, Hong Kong Spinners Industrial Building, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong ("**CW**")

AND

SHANGHAI TUNNEL ENGINEERING CO., LTD., a company incorporated and existing under the laws of the People's Republic of China, having its registered office at 1099 North Wan Ping Road, Shanghai, the People's Republic of China and having its Hong Kong office at Room 2602 -05, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong ("**STEC**").

AND

CHINA METALLURGICAL GROUP CORPORATION, a company incorporated and existing under the laws of the People's Republic of China, having its registered office at No. 28 Shuguangxili, Chaoyang, Beijing 100028, the People's Republic of China and having its Hong Kong office at Room 3202-3, 32/F, Office Tower Convention Plaza, 1 Harbour Road Wan Chai, Hong Kong ("**CMGC**").

Hereinafter individually known as a "**Party**" and collectively known as the "**Parties**".

WHEREAS:

1. The Civil Engineering and Development Department of the Government of Hong Kong Special Administrative Region has invited tenders for the execution of the Works relating to Contract No. NE/2017/01 Tseung Kwan O – Lam Tin Tunnel Tseung Kwan O Interchange and Associated Works, and if a tender is accepted by the Employer, the Employer may enter into a contract with the successful contractor for the execution and completion of the Works (as defined below) in accordance with the contract.
2. The Parties hereby intend to form a joint venture, on a "joint and several" and "integrated and unincorporated" basis, for the purposes of joint preparation and submission of the Tender (as defined below) for the Contract and, if the Tender is accepted by the Employer, the execution and performance of the Contract and the execution and completion of the Works under the Contract (as defined below).
3. The Parties enter into this Agreement (as defined below) for the purpose of regulating their respective rights and obligations between the Parties in connection with the preparation and submission of the Tender and, upon the execution of the Contract with the Employer, the execution and completion of the Works and the performance of the Contract.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context requires otherwise:

"**Affiliate**" means any entity which a Party has a majority ownership interest in, whether directly or indirectly, or otherwise related to the Party through other Affiliates, including its holding company, parent company, or subsidiary company.

"**Agreement**" means this Joint Venture Agreement and amendment, if any, as may be agreed by the Parties in accordance with Clause 37 from time to time.

"**Capital Notice**" means a notice which the JV Board issues to the Parties for calling of the working capital from the Parties in accordance with the provisions of Clause 11.

"**CEO**" means the Chief Executive Officer or Managing Director or officer of similar ranking of a Party.

"**Commercial Manager**" means the manager appointed by the JV Board to carry out the functions specified in Clause 9.9.

"**Conditions of Tender**" means the requirements of the Employer for the submission of the Tender.

"**Continuing Party**" means the Parties who are not in default of this Agreement and exercise the right against the Defaulting Party in accordance with the provisions of Clause 24.

"**Contract**" means the contract entered into by the Parties and the Employer for the construction of the Works for

> Contract No. NE/2017/01 Tseung Kwan O – Lam Tin Tunnel – Tseung Kwan O Interchange and Associated Works

"**Contractor**" means the Joint Venture when the Joint Venture is awarded and has executed the Contract with the Employer for the execution and completion of the Works and performance of the Contract.

"**Contribution Notice**" means the notice issued to a Non-Paying Party by the JV Board (but without the vote of the Non-Paying Party) in accordance with the provisions of Clause 11.8.

"**Defaulting Party**" means the Party who is in default of this Agreement in accordance with the provisions of Clause 24.

"**Demand Notice**" means the notice which the JV Board (but without the vote of the Defaulting Party) issues to the Defaulting Party in accordance with the provisions of Clause 24.

"**Deputy Project Manager**" means either of the two managers appointed to carry out the functions specified in Clause 9.7

"**Dispute**" means any dispute or difference of any kind (including any question regarding the existence, validity or termination of this Agreement) between the Parties arising from or in connection with this Agreement.

"**Employer**" means

> The Government of the Hong Kong Special Administrative Region

"**Exclusion Notice**" means the notice which the Continuing Party issues to the Defaulting Party in accordance with the provisions of Clause 24.

"**Joint Venture**" means the collaboration of the Parties acting together for the purposes of this Agreement. The name of the Joint Venture shall be as follows or such other name as the Parties may decide:

CW – STEC – CMGC JV

"**Joint Venture Bank Account**" means the account to be opened and operated in accordance with Clause 10.

"**Joint Venture Final Account**" means the final account to be prepared and approved in accordance with Clause 14.

"**Joint Venture Leader**" means the leader of the Joint Venture specified in Clause 8.

"**JV Board**" means the management board established by the Parties in accordance with Clause 7.

"**Non-Paying Party**" means the Party who fails to pay and deposit the working capital called and stipulated in the Capital Notice in accordance with the provisions of Clause 11.

"**Notice of Dispute**" means a notice which a Party issues to the other Party in accordance with the provisions of Clause 31.

"**Organization Chart**" means the organization chart appended to this Agreement as Appendix 1.

"**Participation Shares**" means the respective shares of the Parties in the Joint Venture as stated in (and as may be adjusted prior to the submission of the Tender in accordance with Clause 6.2) Clause 6.1.

"**Project**" means the construction of Contract No. NE/2017/01 Tseung Kwan O – Lam Tin Tunnel – Tseung Kwan O Interchange and Associated Works for which the Joint Venture shall execute and complete as the Contractor for the Employer in accordance with the Contract.

"**Project Management**" means the site project team comprised the Project Manager and other members of the site project team in accordance with Clause 9 and shall include the members shown in the Organization Chart set out in Appendix 1.

"**Project Manager**" means the manager appointed and to act and in charge of the execution and completion of the Works under the Contract in accordance with Clause 9.

"**Security**" means any instruments or agreements executed in the forms of bond, guarantee, indemnity, surety, warranty, counter guarantee, counter indemnity, including any company, parent company guarantee or indemnity, required to secure the performance of any Party or the Joint Venture against any obligations and liabilities in connection with the Tender, the Contract and this Agreement.

"**Tender**" means the offer submitted jointly on agreed terms and conditions by the Parties to the Employer for the execution and completion of the Works for the Project in the name of the Joint Venture, as may be amended by agreement between the Joint Venture and the Employer in accordance with the Conditions of Tender.

"**Tender Cost**" means any costs incurred by the Parties for the preparation and submission of the Tender and the negotiation of the Tender and the Contract, if the

Tender is accepted by the Employer, until the execution of the Contract or, if the Tender is not accepted by the Employer, until the termination of this Agreement.

"**Third Party**" means any company, corporate, governmental department, authority, agency, individual, firm, partnership, joint venture, institutes or association in any form (whether or not having a separate legal personality) other than any Party, the Parties and the Joint Venture.

"**Top Sheet**" means the recording form which under the CWCE's tendering system the tender team is required to fill in the tender sum and its breakdowns (including direct costs, preliminaries, overheads and profit etc.) and any other terms and conditions agreed between the Parties for the Tender, for the purpose of future reference in budget control and project management if the tender is successful and the Joint Venture has entered into the Contract with the Employer.

"**Triggering Event**" means an event which triggers the winding-up of the business and affairs of the Joint Venture in accordance with Clause 2.

"**Working Day**" means any day other than a general holiday by virtue of the General Holidays Ordinance (Cap. 149).

"**Works**" means, as the context of the Contract requires, the execution and completion of all works for the Project and the Contract, which shall be required to be executed and performed in accordance with the Contract, including the provision of the planning, management, execution, completion, maintenance, testing, commissioning, training, manuals, records, shop drawings and as built drawings, certification, the provision of guarantees and warranties, measurements and BIM, as required.

1.2. In this Agreement, where the context so requires, references to the singular shall include the plural and vice versa, and references to one gender include all genders.

1.3. References to Clauses are to the clauses of this Agreement and references to Appendices are to the appendices of this Agreement, unless specified otherwise in this Agreement.

1.4. A reference to any document, agreement or contract (including the Contract and this Agreement) or part or provision of a document, agreement or contract includes a reference to that document, agreement or contract or part or provision as it may be amended, modified, or supplemented from time to time.

1.5. The table of contents and clause headings in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement.

1.6. Any consent or approval to be given or agreement to be reached shall be in writing.

1.7. All references to writing and written notices include, unless specified otherwise in this Agreement, any mode of reproducing works in a legible and non-transitory form, including emails and faxes.

1.8. Appendices including attachments, sketches, diagrams, drawings, tables and other information specifically referred to herein and/or appended hereto shall form an integral part of this Agreement unless specifically stated otherwise herein.

1.9. References to "include", "includes" and "including" shall be construed as if followed by the words "but without limitation".

1.10. If a period of time is specified from a given day or the day of a given act or event, such period shall be calculated exclusive of that day unless it is otherwise specified.

2. OBJECT, COMMENCEMENT AND TERMINATION

OBJECT

2.1. The object of this Agreement is to define the respective rights and obligations of the Parties in the Joint Venture for the preparation and submission of the Tender, the execution of the Contract with the Employer, the subsequent execution and completion of the Works and the performance of the Contract and this Agreement.

2.1.1. The Joint Venture shall be a fully integrated and unincorporated joint venture.

2.1.2. The Parties shall be jointly and severally liable to the Employer for all obligations and liabilities of the Joint Venture, under or in connection with the Tender, the Contract and the Project.

2.1.3. The Parties shall act in good faith, be fair, reasonable and honest towards the Joint Venture for all matters and issues in relation to the preparation and submission of the Tender, the execution of the Contract and the performance of the Works, the Contract and this Agreement.

2.1.4. The Parties shall work diligently as members of the Joint Venture in the performance of their duties and obligations for the Tender. Upon execution of the Contract, the Parties shall perform the Works and this Agreement in accordance with the Contract, subject to the provisions of this Agreement.

2.1.5. The Parties shall prepare and submit a competitive and conforming Tender in the name of the Joint Venture in accordance with the Conditions of Tender and the provisions of this Agreement.

2.1.6. The Parties shall collaborate to form a tender team comprising suitable, capable and experienced professionals and technical personnel to prepare and submit the Tender in accordance with the Conditions of Tender and the provisions of this Agreement.

2.1.7. The Tender shall be prepared and submitted to the Employer by the Parties on terms and conditions agreed unanimously by the Parties.

2.1.8. For the purpose of Clause 2.1.5 and 2.1.7, in the event that such unanimity cannot be reached by the Parties for a competitive and conforming Tender, the Joint Venture Leader shall at its discretion decide on the terms and conditions of the Tender to increase the Tender success rate and such decision shall be final and binding upon the Parties.

If any Party does not agree to the Joint Venture Leader's decision, such Party may choose to withdraw from the Joint Venture to allow the remaining Parties to submit the Tender. The withdrawing Party shall be prohibited, whether acting solely or jointly with Third Party, in the Project. In such case, the remaining Party may, acting solely or jointly with any third party, continue to pursue the Project without the withdrawing Party but shall not do so under the name of the Joint Venture or use the withdrawing Party's name. The withdrawing Party shall only be liable for its share of the Tender Cost third party costs in accordance with Clause 5.5, incurred and accrued until the date of the withdrawal. To the extent permitted by applicable law, the withdrawing Party and its consultants shall grant the remaining Party a royalty-free license to use all of the information and materials the withdrawing Party, its consultants, and/or the Parties developed, and any intellectual property contained therein, for the purposes of the Tender and/or the Project.

For the sake of clarity, the decision of the Joint Venture Leader under this Clause shall not be subject to dispute resolution proceedings pursuant to Clause 31.

COMMENCEMENT

2.2. This Agreement shall take effect from the date on which this Agreement is signed by all Parties. This Agreement shall remain in full force and effect until the termination of this Agreement in accordance with the provisions of Clause 2.4.

TERMINATION

2.3. The Parties shall wind-up the business and affairs of the Joint Venture upon the first occurrence of any one of the following Triggering Events:

2.3.1. the Parties, due to impossibility or frustration, fail to submit the Tender in the name of the Joint Venture by the Tender submission date; or

2.3.2. the Employer does not accept the Tender submitted by the Joint Venture; or

2.3.3. the Employer awards the Contract to a Third Party; or

2.3.4. the Project is cancelled or indefinitely suspended by way of a formal notice from the Employer; or

2.3.5. the Parties agree unanimously in writing to terminate this Agreement; or

2.3.6. if the Contract is executed, the due completion or termination of the Contract and the due performance of this Agreement by the Parties.

2.4. Following the activation of the Triggering Event and the completion of the winding-up of the business and affairs of the Joint Venture, this Agreement shall be terminated upon (to the extent applicable, depending upon the particular termination event):

2.4.1. all obligations and liabilities of the Joint Venture have been discharged and fulfilled in accordance with the Contract and this Agreement; and

2.4.2. all obligations and liabilities of each Party against the other Parties have been discharged and fulfilled in accordance with this Agreement, including settlement of any claim of each Party against the other Parties in respect of any antecedent breach of the terms and conditions of this Agreement by the other Parties; and

2.4.3. the Security has been returned, cancelled or called; and

2.4.4. the agreement and settlement of the Joint Venture Final Account including the disposal of any asset of the Joint Venture.

2.5. Not used.

2.6. The provisions contained in Clauses 12, 20, 21, 22, 24, 31 and 32 shall survive the termination of this Agreement.

3. UNSUCCESSFUL TENDER

3.1. If the Employer does not award the Contract to the Joint Venture for whatever reason, no Party shall have the right or entitlement to claim against the other Parties or the Joint Venture for any costs, losses, expenses, damages, contributions and/or

compensations as the consequence of such failure to secure the award of the Contract by the Employer to the Joint Venture, save for the cost incurred and to be settled in accordance with Clause 5.

4. SUCCESSFUL TENDER

4.1. If the Tender is accepted by the Employer, such acceptance shall be jointly and severally binding on the Parties as the Joint Venture. The Parties shall thereupon jointly enter into the Contract with the Employer in the name of the Joint Venture.

4.2. The Parties shall execute the Contract by their respective duly authorized representatives and in such manner, at such time and place as the Employer may reasonably require.

5. TENDER PREPARATION AND TENDER COST

TENDER PREPARATION

5.1. The Parties shall collaborate to form a tender team comprising suitable, capable and experienced professionals and technical personnel to prepare and submit the Tender. The Joint Venture Leader shall be responsible for compiling and delivering to the Employer the documentation for the Tender.

5.2. The deployment of resources by each Party to the tender team shall be proportionate to their respective Participation Shares in the Joint Venture.

5.3. The terms and conditions of the Tender shall be recorded on the Top Sheet which shall be agreed by the Parties before submission of the Tender. After the submission of the Tender, the Parties shall be jointly and severally bound by its provisions.

TENDER COST

5.4. Each Party shall bear its own internal Tender Cost and shall not be reimbursed by the Joint Venture whether such cost has been included in the estimate of the Tender or not, unless the Parties agreed otherwise in writing as recorded on the Top Sheet.

5.5. Any Tender Cost incurred for consultants and any other Third Parties with the prior approval of the Parties before the same is incurred shall be borne and settled by the Parties in accordance with their respective Participation Shares in the Joint Venture. If the Tender is successful and the Joint Venture has entered into the Contract with the Employer, the Joint Venture shall bear and reimburse such Tender Cost to the Parties if such Tender Cost has been settled by the Parties.

5.6. The Joint Venture shall reimburse such Tender Cost under Clauses 5.4 and 5.5 to the Parties within one (1) month upon entering into the Contract with the Employer.

6. PARTICIPATION SHARES

6.1. The Participation Shares of the Parties in the Joint Venture shall be as follows:

CW	34%
STEC	33%
CMGC	33%

6.2. For the purpose of accomplishing the Tender requirements and/or increasing the Tender success rate, the Parties have agreed that the Participation Shares stated in Clause 6.1 are subject to adjustment approved by the Parties.

6.3. All rights, interests, assets (including all properties and equipment acquired jointly in the name of the Joint Venture) liabilities, obligations and risks undertaking and/or arising out of or in connection with this Agreement or the Contract and all profits or losses arising out of the joint execution and completion of the Works, the performance of the Contract and this Agreement shall (except as specified otherwise in this Agreement) be shared or borne by the Parties in accordance with the Participation Shares.

6.4. Each Party shall place at the disposal of the Joint Venture the benefit of its individual experience, technical knowledge and skills and shall in all respects bear its share of the responsibilities and burdens of completing the Works and of performing the Contract and this Agreement in good faith including the provision of resources as required by the Works, the Contract and this Agreement.

6.5. Except insofar as the contrary is otherwise provided in this Agreement, each Party shall indemnify and keep indemnified the other Parties against losses or liabilities of all kind and nature in connection with the Project and the Contract and this Agreement which exceed the shares of the respective Parties in accordance with the Participation Shares of the respective Parties in the Joint Venture by reason of the joint and several liability sustained by the Party in accordance with the Contract and this Agreement.

6.6. Each Party shall indemnify and keep indemnified the other Parties against any losses or damages suffered by the other Parties as a result of any gross negligence, breach of its obligations under this Agreement, omission or fraudulent or criminal action of the Party and shall have a duty to take all reasonable actions whether it is requested by the other Parties or otherwise to mitigate the actual or potential losses or damages of the other Parties in this connection.

6.7. Where the Parties undertake joint and several liabilities to the Employer, the acceptance of such liabilities by any Party shall be without prejudice to the Party's rights in accordance with Clause 24 or as otherwise provided in this Agreement in relation to the liabilities, obligations and responsibilities as between the Parties themselves.

7. JV BOARD

7.1. The business of the Joint Venture shall be managed by a JV Board. The JV Board shall be established upon the award of the Contract by the Employer to the Joint Venture. The JV Board shall be the highest authority of the Joint Venture and shall have the fullest power and authority to make decisions of the Joint Venture, including decisions in performing the Contract or in connection with the Project.

7.2. The JV Board shall comprise six (6) representatives from the Parties of the Joint Venture which include:

Two (2) representatives from CW, and

Two (2) representatives from STEC, and

Two (2) representatives from CMGC.

7.2.1. The representatives of the Parties on the JV Board (including alternate or replacement representatives authorized to act in accordance with Clause 7.4) shall be deemed to have been delegated with the full authority to transact on behalf of the appointing Parties all matters and issues in

relation to the business of the Joint Venture on the JV Board save for the power of varying the terms and conditions of this Agreement which shall be retained by and/or vested in the Parties.

7.2.2. Each Party shall cause its representative(s) to act reasonably and in the interest of the Joint Venture with an aim for the Joint Venture to discharge its obligations and duties under the Contract in accordance with the requirements under the Contract and this Agreement.

7.3. The powers to make general policies and to monitor and control the business and operations of the Joint Venture shall be vested in the JV Board. Without prejudice to the generality of the application of powers by the JV Board, the powers vested in the JV Board include:

7.3.1. approving the policy for the operations of the Joint Venture and making policy decisions as are necessary which may affect the interests of the Parties, including those relating to the procurement of major plant and equipment, materials and subcontracts and the employment of senior management and supervisory staff and the management structure thereof; and

7.3.2. approving operational manuals and procedures for the Joint Venture, including safety, quality and environmental policies and procedures; and

7.3.3. appointing the Project Manager and approving the seconded senior members of the Project Management, and also approving their respective functions, duties, limits of authorities and remunerations; and

7.3.4. instructing orders and guidelines to the Project Manager and senior members of the Project Management for the execution and performance of their functions competently in accordance with the policies and objectives set by the JV Board; and

7.3.5. approving the setting up of the Joint Venture Bank Accounts and the manner and procedures for the operation and control of the same in accordance with Clause 10; and

7.3.6. approving, amending or revising the budgets for the Project and other budgetary estimates of the Project; and

7.3.7. approving the books of account, including the Joint Venture Final Account in accordance with Clause 14.8, which shall be kept and maintained to meet the best accounting practice and all applicable statutory requirements; and

7.3.8. appointing external independent auditors to carry out annual and/or other financial audits of the Joint Venture Accounts; and

7.3.9. approving the working capital requirements for the Project; and

7.3.10. approving the requirements of project finance for the Project and approving the banks or other financial institutions which shall provide the project finance for the Project; and

7.3.11. approving the timing and amount of any distribution of profit or cash surplus if any to be made to the Parties and/or any contribution to be made by the Parties; and

7.3.12. approving amendments to any subcontract after its execution with subcontractors; and

7.3.13. approving, executing and amending any contracts or supplemental agreements that are to be executed by the Joint Venture with respect to

the implementation of the Works under the Contract, the Project, or this Agreement with any other Third Party; and

7.3.14. resolving any dispute arising from and in connection with the Works, the Contract and this Agreement with any Third Parties including the Employer and determining whether to commence (including appointment of legal or other professional representatives) any legal, arbitral or other form of proceedings against the Employer or any other Third Parties and approving the defence of any actions taken by the Employer and/or any other Third Parties against the Joint Venture; and

7.3.15. approving any technical and commercial matters of significant importance proposed by the Project Manager for the determination of the JV Board concerning the execution and completion of the Works and the performance of the Contract and this Agreement; and

7.3.16. approving any major procurement of goods and services, placement of contracts including contract variations, and settlement of disputes with any Third Party including the Employer which exceed the limits of authorities of the Project Manager.

7.4. Any Party may from time to time authorize and appoint in writing at least seven (7) Working Days before the meeting of the JV Board an alternate and/or replacement of its representatives to attend, participate in and vote on its behalf in any meeting of the JV Board at which the Party elects to be represented by the alternate and/or replacement representatives.

7.5. The quorum of the meetings of the JV Board shall be constituted by the attendance at the meetings of the JV Board of at least 1 representative or its designated alternate from each of the Parties.

7.6. The JV Board shall, unless agreed otherwise in writing between the Parties, meet every month and the meeting of the JV Board shall be held in Hong Kong. In addition, any Party or the Project Manager may propose to the other Parties to have a meeting of the JV Board at any time for matters and issues to be discussed by and for the approval of the JV Board. An advance notice in writing of requesting any proposed meeting of the JV Board shall be served by any Party or the Project Manager who requested the meeting of the JV Board to the other Parties at least seven (7) Working Days before the proposed meeting of the JV Board. The meeting of the JV Board shall be held and chaired by a representative from the Joint Venture Leader within fourteen (14) working Days of the date of the advance notice and all business transacted at such meetings shall be duly recorded in a set of book of minutes copies of which shall be distributed to all members of the JV Board within seven (7) Working Days after each meeting of the JV Board. Such minutes shall be deemed to have been approved by the Parties if no objection in writing has been delivered to the Parties within a period of seven (7) Working Days after the receipt of the same by the Parties.

7.7. Each representative of the Parties shall be entitled to cast one vote only on the JV Board in respect of a subject matter which requires a resolution of the JV Board. All votes are of the same weight. All decisions of the JV Board shall be taken by a unanimous vote of the representatives from the Parties of the Joint Venture on the JV Board.

7.8. If a unanimous vote and /or the required quorum fail to be reached on any matter which requires a resolution in any meeting of the JV Board, the meeting shall be adjourned and shall be re-convened with the same agenda within three (3) Working Days for a resolution by the Parties.

7.9. In the event that a unanimous vote or the required quorum is not achieved in a meeting re-convened in accordance with Clause 7.8, the matter shall be referred to the Chief Executive Officer or Managing Director of each Party (hereinafter collectively the "**CEO**") for a unanimous resolution. In the event that a unanimous resolution is not reached by the CEO within seven (7) Working Days and the matter is critical to the fulfilment of the obligations of the Joint Venture under the Contract, the Joint Venture Leader may make an interim decision in good faith in the best interest of the Joint Venture and as reasonably necessary or appropriate to:

(i) avoid, correct or address an imminent emergency situation that threatens life, health, safety and/or property; or,

(ii) avoid (including corrective measures to correct or address imminent danger of such involvement) a default or waiver of rights or benefit under the Contract; or,

(iii) avoid (including corrective measures to correct or address imminent danger of such involvement) partial or total suspension of the Works or delay in the Works schedule that might reasonably be expected to result in a failure to meet the required dates set forth in the Contract, including any Key Date, substantial completion for Stages and Sections of Works, Portion Handover Date and final acceptance of the Works (all terms as defined under the Contract); or,

(iv) avoid (including corrective measures to correct or address imminent danger of such involvement) a breach by the Joint Venture of any environmental or, safety rules regulations and laws.

If any Party is not satisfied with the interim decision of the Joint Venture Leader, it may refer such decision to dispute resolution pursuant to Clause 31 within a period of fourteen (14) Working Days. Unless and until an interim decision of the Joint Venture Leader under this Clause 7.9 is overturned or altered by a decision of the CEO or by a mediation settlement or an arbitral award under Clause 31, such interim decision shall be complied with by the Joint Venture.

7.10. Decisions of the JV Board may be made without the requirement for a formal meeting of the JV Board provided that such arrangement is approved in writing by the JV Board at least seven (7) Working Days before any such proposed meeting of the JV Board and a written confirmation recording the resolution of the subject matter is served on each member of the Joint Venture within seven (7) Working Days after the proposed meeting of the JV Board.

7.11. No Parties shall commit or undertake any obligations on behalf of the Joint Venture or claim to be acting in the capacity of the Joint Venture in any dealings with the Employer and/or any Third Parties unless it has been pre-approved in writing by the JV Board.

7.12. The representatives of the Parties appointed to the JV Board shall not be entitled to any remuneration or expenses for their attendance of the meeting of the JV Board, or while they are acting on behalf of the respective Parties in the JV Board in respect of any business functions of the Joint Venture.

7.13. No representative or alternate shall be liable to the Joint Venture or to the Parties by reason of him representing a Party in the JV Board, except where his action constitutes gross negligence or actual fraudulent or dishonest conduct of his own.

8. JOINT VENTURE LEADER

8.1. CW shall be the Joint Venture Leader.

8.2. Without prejudice to the generality of the foregoing and subject to the overriding authority and control of the JV Board, the Joint Venture Leader shall be responsible for the following functions and tasks:

8.2.1. verifying that the Works and the Joint Venture are being properly managed by the Project Manager and the Project Management; and

8.2.2. verifying that the Joint Venture is properly set-up in accordance with the laws of Hong Kong; and

8.2.3. leading technical and commercial negotiations with the Employer for the award of the Contract to the Joint Venture and post-contract negotiations as directed by the JV Board, including necessary correspondence; although the presence of the other Parties in any negotiations is not precluded; and

8.2.4. convening meetings of the JV Board in accordance with the reasonable requests of the Parties and/or the Project Manager; and

8.2.5. preparing reports to the JV Board on all matters within the jurisdiction of the Joint Venture Leader.

8.3. The Joint Venture Leader shall not receive a fee for any services provided by the Joint Venture Leader or be reimbursed for any costs or expenses incurred in the overall project management and co-ordination of the Joint Venture in accordance with Clause 8.2.

8.4. Save for the responsibilities as stipulated in Clause 8, the Joint Venture Leader shall not incur separate or additional obligations and liabilities for being and acting in the capacity as the Joint Venture Leader.

9. PROJECT MANAGEMENT

9.1. The Project Manager shall be nominated by the Joint Venture Leader and appointed by the JV Board. Save as stated in the provision of Clause 9.7 herein, the other senior members of the Project Management shall be seconded by the respective Parties to the Joint Venture subject to the approval of the JV Board, all in accordance with Clause 7.3.3.

9.2. For the purpose of this Agreement, the senior members of the Project Management shall be members designated as senior members in and as shown on the Organization Chart. The structure of the Project Management shall not be changed except with the prior approval of the JV Board.

9.3. The JV Board shall have the authority to remove the Project Manager or any other senior members of the Project Management if the Project Manager or any such other senior members of the Project Management fail to perform his functions or obligations delegated by the JV Board. If the Project Manager or any other senior members of the Project Management were removed by the JV Board, the replacement of the Project Manager or any such other senior members of the Project Management shall be nominated and appointed in accordance with Clause 9.1.

9.4. The JV Board shall delegate in writing to the senior members of the Project Management, which shall include the Project Manager, the Deputy Project Manager and Commercial Manager, such limits of authorities as are necessary for the effective performance of their roles, duties and functions. The JV Board may change any such limits of authorities by written notification to them from time to time.

9.5. The Parties shall make available to the Project Manager and the other senior members of the Project Management through the JV Board such information and other necessary assistance as the Project Manager and the Project Management may reasonably require to perform their functions and discharge their duties.

PROJECT MANAGER

9.6. The Project Manager shall act and fulfil his functions and duties in accordance with the directions of the JV Board and in consultation with the Deputy Project Manager (if any).

The roles, duties and functions of the Project Manager shall include:

9.6.1. the implementation of the policies and directions as determined and instructed by the JV Board and the making of all daily operational decisions necessary for the efficient and effective execution and completion of the Works and performance of the Contract; and

9.6.2. the making of proposals for the approval of the JV Board for the site management structure and personnel required for the efficient and effective execution of the Works and performance of the Contract with their respective roles in the structure. The management structure shall as far as practically possible follow the proposed structure submitted with the Tender and shall in any event be subject to the approval of the JV Board and, if applicable, the Employer; and

9.6.3. the supervision, management and coordination of the Deputy Project Manager, the Commercial Manager, senior members of the Project Management and all the other staff employed by or seconded to the Joint Venture; and

9.6.4. through the Deputy Project Manager, the monitoring, control and regulation of the duly and timely completion of the deliverables of the Project; and

9.6.5. the management and monitoring of the employment of resources, progress, problems, planning, constraints, requirements, budget, cashflow, risks, opportunities, disputes, proceedings, claims, damages, losses, summons, fines, incidents and any other matters or events which shall be brought to the attention of the Joint Venture for discussion and resolution; and

9.6.6. the dissemination of the direction and instruction of the Joint Venture to the Deputy Project Manager and Commercial Manager; and

9.6.7. the representation of the Joint Venture under the Contract (including through correspondence, meeting, presentation, consultation) in dealing with the Employer, the Employer's representatives, and any other Third Party within the authority which has been delegated by the JV Board; and

9.6.8. the approval of payment applications and certifications; and

9.6.9. all other roles, duties and functions as the JV Board may assign from time to time.

DEPUTY PROJECT MANAGER

9.7. There shall be two Deputy Project Managers- one shall be nominated by STEC and other one by CMGC and both are to be appointed by the JV Board. In carrying out the functions of the Deputy Project Manager, the Deputy Project Manager shall be

supported by the Project Manager. The Deputy Project Manager shall report directly to the Project Manager.

Subject only to the higher authority of the JV Board and the Project Manager, the roles, duties and functions of the Deputy Project Manager shall include:

9.7.1. the overall project planning, design, scheduling and construction for ensuring that the Joint Venture complies with the requirements of the Contract, safety codes and other regulations of the Contract so that the Works are performed in accordance with the best practice and industry standards in particular in relation to design, construction, survey, safety, security, quality, health and environmental matters; and

9.7.2. organizing, monitoring, and verifying the accounts of the Joint Venture in the monitoring role, including the setting up and maintenance of the procedures and systems for the financial and commercial wellbeing of the Joint Venture; and

9.7.3. the preparation and submission, prior to each meeting of the JV Board or at such other intervals as the JV Board may direct, of statements and reports in such format and including such contents (whether technical, construction, design, safety, security, quality, environment or other information) as the JV Board may determine in relation to the Works, the Contract and the performance of the Joint Venture; and

9.7.4. the immediate actions, performed in professional and ethical manner by using his best judgment, of rectifying, repairing and removing any risks in safety, potential injuries and/or life losses, provided always that the Deputy Project Manager shall whenever possible consult first with the JV Board and the Project Manager by whatever means in the most effective and efficient manner for directions concerning his proposed actions and report to the JV Board and the Project Manager on whatever actions taken to mitigate or remove or avoid the risk at the earliest possible time; and

9.7.5. all other roles, duties and functions as the Project Manager may assign from time to time.

COMMERCIAL MANAGER

9.8. The Commercial Manager, as a senior member of the Project Management, shall be nominated by the Joint Venture Leader and appointed by the JV Board. The Commercial Manager shall report directly to the Project Manager.

9.9. Save as otherwise instructed by the JV Board or the Project Manager, the roles, duties and functions of the Commercial Manager shall include:

9.9.1. the lodgement and management of progress payment, contractual and other claims arising from and in connection with the Contract and any other agreements; and

9.9.2. the lodgement and management of any dispute arising from and in connection with the Contract and any other agreements; and

9.9.3. the preparation of monthly financial reports for the approval of the Project Manager which shall include the earned value and cost reconciliations, the forecast budget, the cash flow, the profit and loss, and balance sheet, the risks (including claims, litigations and arbitrations) and opportunities (variations and claims) and the provisions of other risks and opportunities in the financial reports; and

9.9.4. the assistance of the preparation of the audited financial statement to be performed by the external independent auditors or other auditors or any other commercial and financial reports as instructed by the Project Manager and/or the JV Board; and

9.9.5. all other roles, duties and functions as the Project Manager and/or the JV Board may assign from time to time.

10. JOINT VENTURE BANK ACCOUNT

10.1. The JV Board shall open the Joint Venture Bank Account in the name of the Joint Venture with such bank and at such locations in Hong Kong as agreed by the JV Board.

10.2. Financial contributions in respect of working capital provided in accordance with Clause 11 and all other sums of money received by each Party or by the Joint Venture from the Employer and/or any other Third Parties in connection with the Works and the Contract and this Agreement shall promptly be paid to the credit of the Joint Venture Bank Account.

10.3. No payments shall be made or monies withdrawn from the Joint Venture Bank Account except as authorized by the JV Board in accordance with Clause 10.4 for the purpose of executing and completing the Works and the performance of the Contract and this Agreement by the Joint Venture, including that for the acquisition of resources, or repayment of financial contributions to the Parties, or distribution of profits in accordance with Clause 14.8 and 14.9, or payment for indemnity of any liabilities incurred with banks or financial institutions in accordance with any agreements made in relation to the provisions of any loans, facilities, overdrafts, guarantees or other services to the Joint Venture in accordance with this Agreement.

10.4. The Joint Venture Bank Account shall be operated in accordance with a mandate laid down by the JV Board. Such mandate shall stipulate, inter alia, that all instructions including withdrawal and transfer of any payments from the Joint Venture Bank Account shall be instructed by at least:

One (1) authorized signatory from CW, and

One (1) authorized signatory from STEC, and

One (1) authorized signatory from CMGC.

10.5. Each Party shall nominate one representative, or their alternates or replacements, as their authorized signatories for the operation of the Joint Venture Bank Account for the approval of the JV Board.

10.6. Payments which are to be made and drawn from the Joint Venture Bank Account for the purposes of performing the Contract or in connection with the Project or this Agreement shall be approved by the JV Board (or the Project Manager if such authority is delegated by the JV Board in accordance with the limits of authorities approved by the JV Board).

11. WORKING CAPITAL

11.1. The JV Board shall as necessary and from time to time determine the amounts of working capital which shall be required by the Joint Venture for the proper execution and completion of the Works and the performance of the Contract and this Agreement and serve a Capital Notice on the Parties requesting such amounts.

11.1.1. The Parties shall pay to the credit of the Joint Venture Bank Account the working capital requested by the Capital Notice in accordance with the Participation Shares of the Parties in the Joint Venture within fourteen (14) Working Days from the date of the Capital Notice or as specified in the Capital Notice.

11.1.2. Any further sum requested by a further Capital Notice shall be paid by the Parties to the credit of the Joint Venture Bank Account in the same manner if so informed by such further Capital Notice served by the JV Board.

11.1.3. In any event, such working capital provided by the Parties to the Joint Venture shall not earn interest against the Joint Venture and the Project.

11.1.4. Working capital for the purpose of the Project, the Contract and this Agreement shall be in Hong Kong Dollars and payable in Hong Kong.

11.2. With a view of minimizing the call for and/or reducing the level of working capital to be furnished to the Joint Venture by the Parties for the proper execution and completion of the Works and the performance of the Contract, the Joint Venture shall be authorized to borrow funds from banks or financial institutions in Hong Kong in place of working capital to be furnished partly or wholly to the Joint Venture by the Parties by the Capital Notice served by the JV Board in accordance with Clause 11.1, provided always that prior written approval of the Parties is given for such decision to borrow in the name of the Joint Venture and for such costs, terms and conditions to which the Joint Venture commits, including any guaranties, indemnities, warranties, collateral agreements to be provided by the Parties for and on behalf of the Joint Venture.

11.3. The Joint Venture shall, if required and approved by the JV Board, use its best endeavours to obtain loans or project finance from agreed and approved financial institutions on the best terms possible for the Joint Venture to ensure that there is a sufficient and steady positive cash flow throughout the Project.

11.4. As far as it is practically possible, the Joint Venture shall be self-funded by advance payments and monthly payments or such other payments received from the Employer or any Third Parties without capital contribution by the Parties and project finance from the banks or financial institutions.

11.4.1. If financing or funding from the banks or financial institutions is required, and a Party or Parties self-finance its/their contributions as working capital according to its share of the Participation Shares in the Joint Venture without the need of project finance from the banks or financial institutions obtained by the Joint Venture in accordance with Clause 11 and the other Party or Parties are utilizing such project finance, the Party or Parties self-financing its/their contributions to the project finance shall have no liabilities for such project finance by the Joint Venture for the performance of the Project. The other Party or Parties utilizing such project finance shall bear all the costs and liabilities of the project finance and shall indemnify and hold harmless the Party not utilizing the project finance from and against any and all losses, damages, liabilities, and costs and expenses (including attorney's fees) incurred as a result of or in connection to the project financing.

11.4.2. Subject to the indemnity provisions in Clause 11.4.1 between the Parties themselves, by the request of the Parties utilizing the project finance, the other Party or Parties not utilizing the project finance shall co-operate and duly execute jointly the necessary documentation and in such manner as required by the banks or financial institutions from time to time for the

purpose of obtaining the project finance for the Parties utilizing the project finance.

11.5. For the avoidance of doubt, funds available for the execution and completion of the Works and the performance of the Contract by the Joint Venture shall be provided and applied in the following order of priority:

11.5.1. Firstly, advance payments and monthly payments or such other payments received from the Employer or any Third Parties.

11.5.2. Then, loans or finance from agreed and approved financial institutions in accordance with Clause 11.2.

11.5.3. Then, working capital as determined by the JV Board and provided by the Parties to the Joint Venture in proportion to their Participation Shares in accordance with Clause 11.1.

11.6. In the event that the JV Board fails to reach a unanimous decision on project finance from the banks or financial institutions to meet the requirements of a Party or its Affiliate in need of project finance, the Joint Venture shall use its best endeavours to enter into a sub-contract with such Party or its Affiliate to facilitate the project finance from the banks or financial institutions.

11.7. Should any Party fail to pay any of its share of working capital within the time specified in the Capital Notice, without prejudice to the rights of and remedies available to the other Parties, such Non-Paying Party shall be deemed to be in breach of this Agreement and be liable to pay interests to the other Parties for the amount of the un-paid working capital. The amount of interest shall be two percent (2%) per annum over and above the prime lending rate for Hong Kong Dollars of the Hong Kong and Shanghai Banking Corporation Limited in Hong Kong at the material time calculated daily from the date upon which payment of its share of the working capital shall have become due in accordance with the Capital Notice until the payment or portion of the payment of such working capital is duly settled by the Non-Paying Party.

11.8. In the event that the Non-Paying Party fails to pay its share of working capital within twenty-eight (28) Working Days from the due date for payment of working capital specified in the Capital Notice, without prejudice to the rights of and remedies available to the other Parties, in particular in accordance with Clause 24.1.3, the other Parties shall have the right, acting through the JV Board, to notify the Non-Paying Party in a Contribution Notice with immediate effect that:

11.8.1. The respective share of the Non-Paying Party in the interests and profits (but exclude liabilities and obligations in the losses, costs, expenses, securities, burdens, sufferings and charges which have been incurred or otherwise) of the Joint Venture shall be adjusted proportionally to reflect the actual working capital paid and deposited in the Joint Venture Bank Account by the other Parties respectively, and,

11.8.2. The proportionate liability of the Non-Paying Party to share any liabilities and obligations in the losses, costs, expenses, securities, burdens, sufferings and charges which have been incurred or otherwise until the date on which the Contract and this Agreement is fully performed and the obligations and liabilities of the Parties and the Joint Venture are fully discharged and fulfilled shall remain in the Participation Shares as stated in Clause 6.1, and,

11.8.3. all costs and expenses incurred by the other Parties directly or indirectly as a result of the default of the Non-Paying Party shall be reimbursed by the Non-Paying Party to the other Parties.

11.9. The Contribution Notice made by any Party in accordance with Clause 11.8 shall not be made in a vexatious and malicious manner.

11.10. Without prejudice to the rights of and remedies available to the other Parties not in default, the provisions of Clause 11 shall not limit the rights of the other Parties not in default as provided in accordance with Clause 24.

11.11. No distributions of profit or cash surplus, including final and interim distributions, shall be made by the Joint Venture to the Parties unless the Parties agree unanimously in a meeting of the JV Board.

12. SECURITY

12.1. The Parties shall procure the execution of all necessary Security as required by the Employer and/or by any other Third Parties for the due performance of the Contract and/or this Agreement.

12.2. In the event that any Security is required by any banks or financial institutions to be provided by the Parties, as members of the Joint Venture, severally in connection with the Tender and/or the Contract and/or this Agreement, then the Parties shall provide severally and in the Participation Shares of the Parties in the Joint Venture any such Security in a form satisfactory to the banks or financial institutions.

12.3. Any Security that have been provided by or provided on behalf of the Parties should, if called, be drawn down simultaneously in the Participation Shares of the sum being called by the beneficiary. In the event that such Security are drawn down by the beneficiary at the material time not in the Participation Shares of the sum being called or against one Party but not the other Parties, then the other Parties shall pay to the Party such sums in order to maintain the shares of the liabilities of the respective Parties in accordance with the Participation Shares within seven (7) Working Days from such drawn down thereof.

12.4. In the event that a bank or financial institution providing any Security (other than for the purpose of raising working capital for the Project) requires that indemnities or guarantees be provided jointly and severally by the Parties for the benefit of the Joint Venture, then the Parties shall provide such joint and several indemnities or guarantees as required by the bank or financial institution. As between the Parties themselves, each Party shall provide to the other Parties with bank counter-indemnities or counter-guarantees severally in the Participation Shares in a form acceptable to the Parties in and for the condition that the joint and several indemnities or guarantees had been called and satisfied against one Party but not the other Parties for whatever reason and that Party being unable to obtain timely and satisfactory recourse against the other Parties.

12.5. Guarantees as required in accordance with the Contract shall be provided by the Joint Venture and be the responsibility of the Parties, in accordance with the Participation Shares of the Parties in the Joint Venture and this Agreement.

12.6. Bonds as required in accordance with the Contract shall be provided by the Joint Venture and be the responsibility of the Parties, in accordance with the Participation Shares of the Parties in the Joint Venture and this Agreement.

12.7. The costs and expenses incurred by each Party in the provision or procurement of the provision of any Security for and in the name of the Joint Venture for the Employer in accordance with the Contract shall be to the account of the Joint Venture.

12.8. The costs and expenses incurred by each Party in the provision or procurement of any Security as a matter between the Parties themselves shall be borne by the

respective Parties and such costs and expenses shall not be charged to the Joint Venture, unless the Parties agree otherwise in writing.

12.9. The Parties shall use their best endeavour to ensure that at all times they notify each other in writing of any such claims and consequent legal actions under Clause 12.3.

13. INVOICING

13.1. The Parties shall submit monthly invoices with breakdowns to the Project Manager on or before the last day of each calendar month in respect of the costs incurred and chargeable to the Joint Venture for the provision of resources and services by the Parties for the related period ending on or before the last day of each calendar month, where such invoicing shall follow the decision of the JV Board.

13.2. The Project Management shall ensure that payments to be due to the Parties by the Joint Venture are duly certified and settled in accordance with this Agreement.

13.3. Payment of the said invoices shall, upon approval by the JV Board or the Project Manager according to the limits of authorities, be due for payment by the Joint Venture within ten (10) Working Days, unless the payment can be made sooner, from the receipt of the relevant payment from the Employer and/or any Third Parties.

13.4. The Project Manager shall prepare, or cause a competent staff to prepare, in accordance with the terms and conditions of the Contract statements for the applications of payments (interims or otherwise) and shall forward the statements for the applications of payments to the Employer and/or the Employer's representative in accordance with the Contract for certifications of the payments and settlement of the payments periodically. In the event that the Employer makes payments to the Joint Venture in response to the Project Manager's applications as set out in this Clause 13.4 or otherwise, the Project Manager shall ensure such payments be deposited to the Joint Venture Bank Account promptly.

13.5. The Project Manager shall ensure timely payments by the Employer and any other Third Parties for all sums which fall due to the Joint Venture.

14. ACCOUNTS

14.1. The account of the Joint Venture shall be kept in such manner as decided by the JV Board for the compliance of the same by the Project Manager. The account of the Joint Venture shall include the full and proper books of account and records of and relating to the Contract and this Agreement. Such books of account and records shall be kept at a place or places as the JV Board shall approve and shall not be removed from such place or places without the prior consent of the JV Board. Such books of account and records shall be kept for such period as required by the applicable laws and by the JV Board.

14.2. The books and all records shall be made available for inspection by any Party (or such representatives or agents appointed by it for such purposes) during normal business hours. Each Party (or such representatives or agents appointed by it for such purposes) shall have the right to make copies of the books and records but all such copies shall be kept confidential and shall not be disclosed to any Third Parties without the written consent of the Joint Venture save as for complying with any statutory obligations, procuring or claiming under insurances or obtaining professional advice.

14.3. Until and unless the Joint Venture Final Account and all obligations and liabilities have been agreed, settled, discharged and fulfilled by the Joint Venture, a monthly

account shall be prepared for all assets and liabilities of or relating to the Joint Venture and a balance sheet and a profit and loss account, together with cost and cash flow projections shall be prepared and verified by the Project Manager, and provided to the Parties and the JV Board on or before the 15th day of each calendar month for the accounting period ending on the last day of each preceding calendar month. Any Party may submit an objection with grounds of objection to the JV Board within two (2) calendar weeks from the receipt of the monthly account. If the objection is found to be justified, the account shall immediately be rectified.

14.4. In addition to the balance sheet and profit and loss account to be prepared and provided in accordance with Clause 14.3, the JV Board shall have the right to procure from the Project Manager for presentation to the Parties a report on the financial position of the Joint Venture including the cash flow and the shares of the profit / loss of the respective Parties in the Joint Venture calculated in accordance with the Participation Shares calculated for such other period as instructed by the JV Board from time to time.

14.5. The financial year of the Joint Venture shall start on 1st April every year and end at 31st March of the following year. Financial information up to and including 31 December contained in the financial statements shall not be altered unilaterally by any Party without prior consent of the other Party after such statements having been issued to the Parties by the Joint Venture.All books of account and other financial documents of the Joint Venture shall be audited at least once a year by an independent firm of auditors or Certified Public Accountants approved and appointed by the JV Board. The cost of the audit shall be charged to and paid by the Joint Venture. An auditor's report together with a certified balance sheet and profit and loss account shall reach the JV Board within three (3) calendar months of the end of each financial year. In respect of the final auditor's report together with a certified balance sheet and profit and loss account, it shall reach the JV Board within three (3) calendar months of the agreement and settlement of the Joint Venture Final Account in accordance with Clause 14.8.

14.6. Subject to Clause 31, any difference regarding the accounts of the Joint Venture shall firstly be settled by the auditors or Certified Public Accountants in accordance with Clause 14.5 who shall act as an expert and not as an arbitrator.

14.7. Notwithstanding the foregoing, any Party shall be entitled at any time upon reasonable notice and at its own cost to cause the said books of account and other financial documents to be audited by its own internal and/or other auditor or auditors.

14.8. Upon receipt by the Joint Venture of the full and final payments for all sums due from the Employer in accordance with the Contract and any other agreements with the Employer, the receipt by the Joint Venture of any other full and final payments for all sums due from any other Third Party in accordance with any agreements between the Third Party and the Joint Venture or by the operation of the applicable laws, the receipt of the proceeds for the realization of all the assets of the Joint Venture in accordance with Clause 18, and the discharge of all outstanding obligations and liabilities of the Joint Venture in accordance with the Contract and this Agreement (including any payments of cash surplus in accordance with Clause 11.11), the JV Board shall cause a Joint Venture Final Account to be prepared by the Project Manager or the Project Management or their authorized delegates to ascertain (including ascertaining any necessary adjustments to take account of the sums to be due between the Parties themselves) the final gross profit and the final net profit after tax if any or the loss incurred by the Joint Venture for the approval of the JV Board.

14.9. Upon approval of the Joint Venture Final Account by the JV Board, each Party shall by the direction of the JV Board be paid by or pay to the Joint Venture its share of

the net profit after tax or of the loss incurred by the Joint Venture in accordance with the Participation Shares after taking into account of any interim distributions of profit or cash surplus or any other payments outlaying if any. The total net profit after tax or loss accountable to the Joint Venture shall be the difference between

14.9.1. the total of all monies received by the Joint Venture and deposited into the Joint Venture Bank Account, and

14.9.2. all costs (including authorized accrued liabilities) incurred in connection with the execution of the Works and the performance of the Contract and in relation of this Agreement.

14.10. The costs referred in Clause 14.9.2 shall include but not limited to the following costs for the purpose of Clause 14.9:

14.10.1. all Tender Costs approved by the JV Board in accordance with Clause 5;

14.10.2. the cost of any services performed by the Parties and approved by the JV Board;

14.10.3. the repayment of all sums provided by the Parties as working capital in accordance with Clause 11;

14.10.4. all rates, taxes, duties or other fiscal dues levied for the Project in Hong Kong in the name of the Joint Venture but excluding the same levied on the Parties individually;

14.10.5. fees, costs or expenses expressly agreed in writing by the JV Board to be paid to Third Party in the settlement of any claim for any kind of disputes;

14.10.6. amounts agreed by the JV Board as being a necessary provision for any liabilities (including settlements, latent defects and maintenance liabilities) or contingency reasonably anticipated after the settlement of the Joint Venture Final Account; and

14.10.7. any other reasonable and justifiable reserves (including legal and company secretarial and bank charges), if any, which shall be determined and approved by the JV Board.

14.11. The Parties agree that the Joint Venture shall contribute four percent (4%), or such percentage, as the Parties may agree otherwise and recorded on the Top Sheet, to the Parties' overheads within ten (10) Working Days of all sums (before any deductions, distributions and taxes) received from the Employer. The Parties have agreed to share each contribution from the Joint Venture in proportion to their respective Participation Shares.

15. INSURANCE

15.1. The JV Board shall cause the Project Manager to take out and to maintain in the name of the Joint Venture all insurance policies for the adequate protection and coverage of the risks as necessitated and as required by the Contract, by the applicable laws and/or by the material circumstances for the execution and completion of the Works and the performance of the Contract and this Agreement.

15.2. The JV Board shall cause the Project Manager to ensure that the insurance policies which are suitable and available at reasonable commercial premium rates are taken out and maintained by the Joint Venture (including insurances for differences in covers and conditions) to cover the risks and liabilities of the Joint Venture arising from and in connection with the Works, the Contract and this Agreement, irrespective of whether the costs of such insurance are recoverable or deemed recovered from the Employer as a cost or as a risk in accordance with the Contract.

15.3. Notwithstanding any other provisions of this Agreement, except for the provisions of insurances as determined to be procured by and in the name and at the cost of the Joint Venture by the approval of the JV Board, any other insurance policies which are required to be sourced, negotiated, placed, maintained, administered, funded, indemnified or charged with responsibilities and risks of any kind and nature arising from and in connection with subcontract works shall be the sole responsibility of the responsible subcontractor. The placement or non-placement of any insurance as required to be provided for the subcontract works or its sufficiency including any differences of protection being covered by the insurance shall not be grounds for any claims or liabilities and the consequences of such placement or non-placement of any insurance shall be solely the responsibility and liability of the subcontractors.

16. TAXATION

16.1. Each Party shall be responsible for its own obligations and liabilities incurred for any rates, taxes, duties or other fiscal dues levied from time to time on it locally and elsewhere arising from or in connection with its participation in and being a member of the Joint Venture for the Project.

16.2. Each Party shall undertake to indemnify and keep indemnified the Joint Venture and the other Parties against any liabilities incurred by the other Parties for any such rates, taxes, duties or other fiscal dues in respect of which it is primarily liable in accordance with Clause 16.1.

16.3. For the purpose of Clauses 16.1 and 16.2, tax clearance certificates from relevant authorities shall be provided by each and every Party to the JV Board to justify the clearance of tax liabilities of the Parties which may be attached to the Joint Venture by the operation of applicable laws in or from any jurisdiction by any authorities. It is a condition that the tax clearance certificate shall be provided before the tax liabilities or provisions of the relevant Party are cleared in relation to the preparation of the annual and the final audited financial statements and the Joint Venture Final Account.

17. RESOURCES AND PROCUREMENT

PERSONNEL

17.1. Staff required for the execution and completion of the Works and the performance of the Contract shall be seconded as far as practically possible and reasonable by the Parties to the Joint Venture. Other staff not seconded from the Parties shall be employed by the Joint Venture.

17.2. Staff seconded by the Parties to the Joint Venture shall obey the reasonable instructions of the Project Manager. Such staff shall not be withdrawn from the Project without consultation of the Project Manager and the consent of the JV Board whose consent shall not be unreasonably withheld.

17.3. The Project Manager shall determine the staff requirements as he considers necessary and appropriate for the proper execution and completion of the Works and approve the secondment of the staff by the Parties and the appointment of staff by the Joint Venture, including the terms and conditions of such secondment or appointments. The deployment of the resources shall comply with the resource plan included in the Tender allowance and approved by the JV Board.

17.4. For the avoidance of doubt, the JV Board may overrule the decision of the Project Manager made in accordance with Clauses 17.3 above, including secondment of the staff by the Parties.

17.5. Wherever it is reasonable and practicable, the Parties shall be given the opportunity to offer staff for the consideration of the JV Board and/or the Project Manager, and shall make sure that such staff are available for the Works to the extent that they are capable of fulfilling the proposed functions and duties assigned to them.

17.6. No Party shall solicit or offer or accept an offer from any staff seconded to the Joint Venture by any other Party for employment or contract for services in its own company or Affiliate in the course of the Contract and two (2) years thereafter without the written consent of the other Parties. The reimbursement of costs of staffs who are seconded by the Parties shall be treated as a cost to the Joint Venture and such cost shall be calculated in accordance to Appendix 2.

OTHER RESOURCES

17.7. All plant, equipment and materials which are necessary for the execution and completion of the Works and the performance of the Contract shall be purchased and/or procured by and in the name of the Joint Venture at the most economically viable rates and prices and on the best terms and conditions available in the market subject to the approval of the JV Board unless this Agreement provides otherwise. The cost incurred thereof shall be chargeable to the account of the Joint Venture. Where such plant, equipment and materials are provided to the Joint Venture by any Party, the Joint Venture shall reimburse that Party for the hiring rate or purchase price of the plant, equipment and materials as the JV Board shall approve prior to such commitment being made by the Joint Venture.

17.8. All plant, equipment and materials which are purchased or procured by the Joint Venture shall become the assets of the Joint Venture.

17.9. Rental plant, equipment and materials made available to the Joint Venture by any Party shall not become the assets of the Joint Venture except to the extent provided in Clause 17.10.

17.10. Subject to the provisions of the Contract, the plant, equipment and materials provided by and/or hired from the Parties shall become the property of the Joint Venture with effect from the time such plant, equipment and materials delivered to the site of the Project. Upon removal from the site or until the completion and handing over of the Works to the Employer, such plant, equipment and materials shall re-vest in the providing Party.

17.11. All plant, equipment, materials and subcontracts which are procured to enable the Joint Venture to execute and complete the Works and to perform the Contract shall be procured in the name of the Joint Venture unless it is decided by the JV Board in writing that it is more advantageous for a Party to place the order for and on behalf of the Joint Venture with the control and ownership vested in the Joint Venture. In such event, the cost and expense for such placement of the order shall be borne and settled / reimbursed by the Joint Venture in place of the Party / to the Party.

18. ASSETS

18.1. All plant, equipment, materials and other real or other property which are purchased and/or owned by the Joint Venture shall become the assets of the Joint Venture. When these assets are no longer required and/or are surplus for the proper execution and completion of the Works, subject to the terms and conditions of the Contract, these assets shall be disposed of by selling in the open market subject to the terms and conditions approved by the JV Board. If a Party is willing to purchase such assets in whole or in part, then that Party shall have a pre-emptive right to purchase the same at the level of the best of any bona fide offer received from a

Third Party. This pre-emptive right shall be exercised within fifteen (15) calendar days from the date of the Third Party's offer. In any case, the Project Manager shall take steps to secure the best possible prices for selling such assets.

18.2. Subject to the provisions of the Contract it is hereby agreed and declared that all assets of each Party used by the Joint Venture and all plant, equipment, materials and other real or other property provided by any of the Parties or hired, purchased or acquired by them or the Joint Venture shall be and become the property of the Joint Venture upon delivery to the site of the Project until the completion and handing over of the Works to the Employer.

18.3. All proceeds from the sales of the plant, equipment, materials and other real or other property of the Joint Venture shall be paid to credit of the Joint Venture Bank Account.

19. INFORMATION

19.1. The Parties shall in the execution and completion of the Works and for the performance of the Contract make available to the Joint Venture the necessary patents, proprietary systems, designs or processes, other intellectual property or other technical or business know-how, in order for the Joint Venture to discharge and fulfil its obligations and liabilities in connection with the Works and the Contract.

19.2. In the event that cost is associated with the provision of the patents, proprietary systems, designs or processes, other intellectual property or other technical or business know-how, the provision of these properties shall be subject to separate written agreements between the Parties. Where appropriate, the terms and conditions of these charges shall be specified in such separate agreements between the Parties.

19.3. Any property rights including the patents, copy rights and any other intellectual property rights shall be retained and vested with the Party who offers the information. However, the Party who offers the information shall be deemed to have granted irrevocable licence free of charge to the other Parties for the use of the information for the purpose of the Works, the Contract and this Agreement until the completion and termination of the same.

20. CONFIDENTIALITY

20.1. Until the termination of this Agreement and for a period of three (3) years thereafter each Party undertakes on behalf of itself, its employees, agents and representatives that all information acquired by that Party from any other Party shall be treated as confidential information and trade secret by the recipient and shall not be used for any purposes other than the preparation and submission of the Tender, the execution of the Works and the performance of the Contract and of this Agreement without the prior written consent of the Party providing such information.

20.2. No party shall disclose any confidential information or any information whatsoever relating to or contained in the Tender, the Contract or this Agreement to any Third Parties without the prior written approval of the JV Board (such approval shall not be unreasonably withheld), unless and until such information:

20.2.1. is at the time it is acquired, or later becomes, public knowledge other than by breach of the foregoing paragraph; or

20.2.2. is in the possession of the recipient with the full right to disclose prior to its receipt from the disclosing Party; or

20.2.3. is independently received by the recipient from a Third Party having the full right to disclose; or

20.2.4. is required to be disclosed in accordance with any applicable laws or regulations including the rules of the Stock Exchange of the Hong Kong Special Administrative Region; or

20.2.5. is required to be disclosed for obtaining legal advice or resolving dispute in accordance with the provisions of Clause 31.

21. PUBLICITY

21.1. Subject to the provisions of the Contract and for a period of three (3) years after the end of the maintenance period applicable to the Works under the Contract, no Party shall give or offer to give publicity about the Joint Venture, the Contract or the Works without first having obtained the approval of the other Parties (such approval not to be unreasonably withheld) of the details of the publicity being proposed, provided always that the publicity to be given of the foregoing in the respective annual reports of the Parties and associated information to shareholders shall not require the consent of the Parties if it makes due and proper acknowledgement of the participation and the role of the other Parties in the execution of the Works for the Project.

21.2. Subject to the provisions of the Contract, the JV Board may at any time during the execution of the Works give out and promote any publicity about the Works, the Joint Venture and/or the Contract. The associated costs shall be borne by the Joint Venture.

22. EXCLUSIVITY

22.1. Until the termination of this Agreement and for a period of one (1) year thereafter no Party (including any Affiliate) shall enter into any agreements or collaborations with any other Third Parties in any form individually or jointly or through any Third Parties which compete with the interests of the Parties in the Tender, the Works, the Contract and this Agreement.

22.2. Affiliates of the Parties may either assist the Parties, or take part directly under an agreement with the Joint Venture in the preparation of the Tender. The Joint Venture does not oblige to engage such Affiliates to perform the Contract unless the JV Board is of the opinion that it will be more advantageous to the Joint Venture by engaging such Affiliates.

23. ASSIGNMENT AND SUBLETTING

23.1. Save for the expressed provisions of this Agreement, no Party shall assign, sell, transfer, charge, mortgage or otherwise encumber in any way the whole or any part of its rights or benefits or of its obligations and liabilities under the Contract and/or this Agreement to any Third Parties without obtaining the prior written approval of the other Parties.

23.2. The Works shall not be wholly sublet or awarded to any Third Party.

23.3. Notwithstanding their Participation Shares in the Joint Venture, any Party may submit, either at the Tender stage or post Contract stage, proposals on behalf of its Affiliate to the Joint Venture for the execution of any section or portion of the Works. Whichever proposal is proved to be the most competitive in terms of commercial, technical and risk-averse considerations with the associated risks having

ascertained by the Joint Venture, the Joint Venture shall, unless the JV Board decides otherwise, enter into a subcontract with the Party's Affiliate which has submitted the competitive proposal. The subcontract sum shall be inclusive of any licence fee charges and is not subject to any changes unless by written variation orders issued by the Joint Venture. In the event that more than one of the Parties are desirous to submit their Affiliates' proposals, the Parties shall use their best endeavours to bring the Affiliates to work with each other in collaboration to prepare a most competitive proposal for submission to the Joint Venture for consideration.

23.4. If the Party's Affiliate has been awarded the subcontract ("**Awarded Works**") by the Joint Venture but does not possess the relevant licence(s) required by the Contract to carry out the Awarded Works, the Parties shall work together and use their best endeavours to seek a Third Party suitably qualified and holding appropriate licence(s) to join the Party's Affiliate and work in collaboration to complete the Awarded Works.

23.5. Where the Joint Venture decides to directly execute any specialist works by utilizing its own resources, any Party may, subject to the JV Board's approval second either its own or its Affiliate's specialists to the Joint Venture to assist in executing and completing the specialist works. If any Party who draws on its Affiliate's specialist expertise but its Affiliate does not possess prerequisite licence(s) required by the Employer or the relevant statutory bodies for the execution of such specialist works, all Parties shall work together and use their best endeavours to seek another Third Party suitably qualified and holding the prerequisite licence(s) willing to work in collaboration with the Party's Affiliate and form an entity in a new name to second specialists to assist the Joint Venture in execution and completion the specialist works. The Parties shall use their best endeavours and act in good faith towards the new entity in facilitating its gaining of job experience.

24. DEFAULT

24.1. A Party shall be in default ("**Defaulting Party**") if the Party:

24.1.1. is dissolved, becomes bankrupt or insolvent or goes into liquidation or has a winding up order made or has a resolution passed for voluntary winding up (except for the purposes of a solvent reconstruction or amalgamation) or has a liquidator, receiver or manager or administrative receiver or administrator appointed; or

24.1.2. fails to provide any Security as may be required by the JV Board for or in connection with the Works, the Contract or this Agreement, within fourteen (14) Working Days of receipt of a notice from the JV Board or any other Party requesting the same; or

24.1.3. fails to provide such working capital as may be required in accordance with Clause 11.1; or

24.1.4. contrary to Clause 23, assigns the whole or part of its rights or benefits or obligations under this Agreement or sublets the whole of its obligations to a Third Party without written consent of the other Parties; or

24.1.5. is in breach of any of its other duties and obligations under this Agreement and the breach is not remedied by the Party within twenty eight (28) Working Days after having been requested by the other Parties or the JV Board in writing to remedy such breach.

24.2. If an event occurs in accordance with Clause 24.1 and without prejudice to any other rights or remedies available to the Party or Parties, the Party or Parties not in default ("Continuing Party") shall have the right to exclude immediately the

Defaulting Party from further participation in the Joint Venture by serving on the Defaulting Party an Exclusion Notice stating the reasons and the date from which the Defaulting Party is excluded.

24.2.1. Thereupon the Defaulting Party shall immediately cease to participate in the management and control of the Joint Venture and the Contract and all acts, consents and decisions with respect to or in connection with the Joint Venture and the Contract, and its business activities and affairs shall thereafter be conducted and performed solely by the Continuing Party.

24.2.2. The Continuing Party shall have the right to retain for the completion of the Works the assets including all plant, equipment and materials provided by the Defaulting Party, whether the assets are owned, hired, purchased or acquired by the Joint Venture or by the Defaulting Party at the time of the exclusion, until the completion and handing over of the Works to the Employer.

24.2.3. Within seven (7) Working Days after the date of service of the Exclusion Notice on the Defaulting Party, or as the case may be, its successors, receivers or other legal representatives, the Defaulting Party shall execute all deeds and documents and do all things necessary or expedient to facilitate the exercise of such right of exclusion and allow the Continuing Party to proceed with the performance of the Contract and this Agreement in accordance with the provision of this Clause 24.2.

24.2.4. Upon the service of the Exclusion Notice, all references made in this Agreement for the administration and direction of the Joint Venture by the Parties, whether through the JV Board or directly by the Parties, shall be deemed to exclude the Defaulting Party.

24.2.5. The Defaulting Party shall be prohibited, acting solely on its own accord or jointly with any person other than the Continuing Party, from pursuing or otherwise participating, in any capacity, in the Project.

24.3. The service of a copy of this Agreement together with a copy of the Exclusion Notice served in accordance with Clause 24.2 shall be the conclusive document served for the purpose and of sufficient authorization of the Defaulting Party to the Continuing Party, to banks and other Third Parties to revoke all right of instructions and any standing instructions of the Defaulting Party on the Joint Venture Bank Account and thereafter all such right of instructions shall be replaced by the Continuing Party who shall thereafter be authorized to act and operate the Joint Venture Bank Account for the purpose of this Agreement without the Defaulting Party.

24.4. Upon the completion or termination of the Contract and the receipt by the Joint Venture of all amounts due to the Joint Venture in accordance with the Contract and this Agreement, the Continuing Party shall notify the Defaulting Party of the balance of the account in the Joint Venture Final Account (prepared in accordance with Clause 14.8 except as otherwise provided in this Clause 24.4, and approved by the JV Board (but without the vote of the Defaulting Party)) which the Defaulting Party is entitled to be paid by the Joint Venture or the Continuing Party, or which the Defaulting Party owes the Joint Venture or the Continuing Party as hereinafter provided.

24.4.1. The working capital paid and deposited into the Joint Venture Bank Account by the Defaulting Party, together with its share of any profits after tax and other entitlements earned and received by the Joint Venture in respect of the Contract and this Agreement ascertained and apportioned

until the date on which the Defaulting Party was excluded from the Joint Venture by the Exclusion Notice.

24.4.2. The losses, liabilities, costs and expenses, if any, arising from and in connection with the execution and completion of the Works and the performance of the Contract and this Agreement until the date on which the Contract is fully performed and the obligations and liabilities of the Parties and the Joint Venture are fully discharged and fulfilled, and, all costs and expenses incurred by the Continuing Party directly or indirectly as a result of the default of the Defaulting Party.

24.4.3. In the event that the resulting difference of the sums between Clause 24.4.1 and Clause 24.4.2 demonstrates that there is a balance which the Defaulting Party is entitled to be paid by the Joint Venture, the Joint Venture shall pay the Defaulting Party within seven (7) Working Days from the date of the notice given in accordance with Clause 24.4.

24.4.4. In the event that the resulting difference of the sums between Clause 24.4.1 and Clause 24.4.2 demonstrates that there is a balance which the Defaulting Party owes the Joint Venture or the Continuing Party, the JV Board (without the vote of the Defaulting Party) shall issue a Demand Notice to the Defaulting Party calling for the settlement of the balance which the Defaulting Party owes the Joint Venture or the Continuing Party. The Defaulting Party shall pay to the Joint Venture the sum as stipulated in the Demand Notice within seven (7) Working Days from the date of the Demand Notice. The sum stated in the Demand Notice shall be collectable from the Defaulting Party by the Joint Venture as an independent debt which falls due on the date of the Demand Notice, or shall be set off from any amount becoming due to the Defaulting Party by the Joint Venture in accordance with this Agreement at the sole discretion of the JV Board (without the vote of the Defaulting Party).

24.5. The Joint Venture Final Account shall be the conclusive evidence for the purpose of establishing the amount of any profits realized or loss sustained by the Joint Venture for the execution of the Project and performance of this Agreement.

24.6. The provisions of Clause 24 are without prejudice to and shall not limit any other rights or remedies available to the Party who is not in default to take any actions to claim and set off any sums against any payable amounts due to the Defaulting Party for any losses and expenses due to the default of the Defaulting Party in accordance with this Agreement and/or any other agreements between the Parties and/or at law.

24.7. Without prejudice to any other terms and conditions of this Agreement or other rights and remedies which are available to the Parties, if a Party acting individually and in its own capacity without due authority from the JV Board in any course of actions in the name of the Joint Venture is in default of this Agreement, and any action of such Defaulting Party causing losses and/or damages to the Joint Venture, and any actions of such Party cause an obligation or liability in respect of any Third Parties to the Joint Venture, such Party shall subject to the terms and conditions of this Agreement and the applicable laws indemnify and keep indemnified the other Parties from and against all such losses, expenses and/or damages and any other costs and expenses ancillary thereto.

24.8. The action or omission to act of a staff and labour force assigned or seconded by the Parties to work under the management and direction of the Joint Venture through the Project Manager and/or the Project Management shall be deemed to be the action or omission to act of the Joint Venture and shall not constitute any actions

or omissions to act of the respective Parties or individually in its own personally capacity.

25. EXTENT OF AGREEMENT

25.1. This Agreement is entered into for the sole purpose of preparing and submitting the Tender and, if successful, executing the Contract with the Employer, executing and completing the Works in accordance with the Contract and any extra works undertaken in accordance with the Contract and performing this Agreement by the Parties.

25.2. This Agreement shall in no event extend to or cover any other tasks for any other projects, contracts or works other than the Project, the Contract or the Works.

25.3. Any amendments to and variations and/or deviations from the intent of the provision of this Clause 25 shall be specifically agreed in writing by the Parties unanimously.

26. RIGHTS OF THIRD PARTIES

26.1. Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person or entity who is not a party to this Agreement, pursuant to the *Contracts (Rights of Third Parties) Ordinance* (Cap. 623) or otherwise.

27. LIMITATION OF LIABILITY

27.1. No Party shall be liable to the other Parties for loss of opportunity, loss of revenue, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by any other Party in connection with this Agreement.

27.2. Notwithstanding Clause 27.1, in connection with any Party's material breach of the provisions of Clauses 11, 12, 20, 22 or 38, the other Parties shall be entitled to exercise any and all remedies as may be available at law or in equity.

28. ILLEGALITY AND INVALIDITY

28.1. If any provisions of this Agreement shall in whole or in part be or become to any extent illegal, invalid or unenforceable in any respects according to the applicable laws, the effectiveness and the applicability of such provisions of this Agreement shall be severable, and then this Agreement shall be construed as if such illegal, invalid or unenforceable provisions had never formed a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by their severance from this Agreement.

28.2. If the severance of any provisions under Clause 28.1 materially impairs the ability of the Joint Venture and/or any Party to perform its obligations, or to obtain the benefits to which the Joint Venture and/or that Party is entitled, under this Agreement, then any Party and/or such Party may require that this Agreement be forthwith amended by unanimous agreement of the Parties in accordance with Clause 37 so that its ability and benefits as aforesaid are restored as originally intended by the Parties and to the extent permitted by law.

29. WAIVER

29.1. Non-exercise or failure to exercise or delay in exercising any rights, power or remedies vested in each Party in accordance with this Agreement shall not be construed as or shall not constitute a waiver by such Party of that or any other rights, powers or remedies or the relinquishment of that or any other rights, power or remedies, and that or any other rights, powers or remedies shall continue in full force and effect.

29.2. Each Party may require strict compliance with any provisions of this Agreement and may exercise any rights or remedies provided by law or under this Agreement, notwithstanding any prior failure to do so or delay in doing so.

29.3. Any waivers by a Party of any provisions of this Agreement, or of any rights or remedies provided by law or under this Agreement, shall not be effective unless it is in writing executed by that Party, and contains an express statement that it is a waiver pursuant to this Clause 29. No waiver shall be deemed to be a continuing waiver unless so stated in writing.

29.4. No single or partial exercise of any rights or remedies provided by law or under this Agreement by a Party shall preclude any other or further exercises of such rights or remedies or any other rights or remedies.

30. NOTICE

30.1. All notices under this Agreement shall be made in writing and delivered by hand or sent by post to the addresses or by facsimile to the facsimile numbers set out below (or such other postal addresses or email addresses or facsimile numbers as each Party may notify to the other Parties in writing):

Chun Wo Construction and Engineering Company Limited

5C Hong Kong Spinners Industrial Building, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong
Fax: +852 2744 6937

Shanghai Tunnel Engineering Co., Ltd.

Room 2602-05, Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong
Fax: +852 2187 3682

China Metallurgical Group Corporation

Room 3202-3, 32/F, Office Tower Convention Plaza, 1 Harbour Road Wan Chai, Hong Kong
Fax: +852 2782 6201

30.2. Notices shall be deemed to have been given and delivered to the Parties on the earliest occurrence of:

30.2.1. The seventh (7th) Working Day after posting in Hong Kong and evidenced by the date stamp of the Post Office of Hong Kong; or

30.2.2. The date of transmission as shown on the confirmation report / acknowledgement of the facsimile or auto-stamp of email transmittals; or

30.2.3. The date of personal delivery and as acknowledged in the receipts / records of the messenger, postman or courier companies.

31. DISPUTE

31.1. Any Dispute shall be resolved amicably by discussions and negotiations between the authorized representatives or the CEO of the respective Parties in a meeting of the JV Board and/or in any other occasions and meetings of the Parties for the mutual interests and benefits of the Joint Venture as soon as the Dispute is brought to the attention of the Parties upon the issue of a Notice of Dispute served by a Party on the other Parties.

31.2. If the Dispute fails to be resolved amicably by discussions and negotiations between the authorized representatives or the CEO of the respective Parties in a meeting of the JV Board and/or in any other occasions and meetings of the Parties within thirty (30) Working Days or any other varied or extended period which the Parties may have agreed in writing from the date of the Notice of Dispute, any Party may refer the Dispute to mediation.

31.3. The mediation shall be conducted in accordance with The Government of the Hong Kong Special Administrative Region Construction Mediation Rules or any modification thereof being in force at the date of referral. If the Dispute cannot be resolved by mediation, or if any Party does not wish the Dispute to be referred to mediation then any Party may require that the Dispute shall be referred to arbitration in accordance with the Arbitration Ordinance (Cap. 609) as may be amended from time to time.

31.4. Any reference to arbitration shall be made within 90 calendar days of (a) no response to a mediation request within 30 calendar days of such request, or (b) a stated refusal to mediation, or (c) the failure of the mediation to produce a settlement, or (d) the abandonment of the mediation. The arbitration shall be conducted at the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre Domestic Arbitration Rules in force when the notice of arbitration is served upon the other Parties. It is agreed that all the provisions in Schedule 2 of the Arbitration Ordinance shall apply to any arbitration instituted in accordance with this Clause.

31.4.1. There shall be one (1) arbitrator for the arbitral tribunal.

31.4.2. The seat and place of arbitration shall be Hong Kong.

31.4.3. The language of the arbitration shall be in English.

31.4.4. Notwithstanding the issues of the usual places of business, origins, domicile, nationality, tax countries, place of incorporation and registration of the Parties, the Parties shall be deemed to have waived their rights to invoke the jurisdiction of any other courts and regimes other than the arbitration as aforementioned in this Clause 31 to resolve any Dispute between the Parties.

31.5. The Parties shall be obliged to continue to execute and complete the Works and to perform in accordance with this Agreement regardless of whether there is any mediation or arbitration in place between the Parties. The execution and completion the Works and the performance of this Agreement shall not be suspended or terminated by reason of the presence of such mediation or arbitration proceedings.

31.6. Without prejudice to the rights of the Parties to refer, proceed with and settle the Dispute to or by arbitration in accordance with Clause 31.4, nothing herein shall prohibit the Parties from agreeing to mediation.

32. LAW

32.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong Special Administrative Region.

32.2. This Agreement shall be executed by the Parties in the Hong Kong Special Administrative Region.

33. LANGUAGE

33.1. English shall be the official language to be used for and in connection with this Agreement in all notices, communications, statements and any technical or commercial documentation to be prepared and presented under this Agreement, unless agreed otherwise in writing by the Parties.

34. RELATION

34.1. This Agreement shall not in any event be construed to constitute or be deemed to constitute any employment, agency and/or partnership between the Parties.

34.2. Any purported employment, agency and/or partnership between the Parties which is claimed to have been created or existing as a result of executing this Agreement shall be void and shall not be enforceable contractually and at law.

35. CREDIT

35.1. No Party shall pledge the credit of any of the other Parties or of the Joint Venture without authorization in writing by the other Parties or the Joint Venture.

35.2. No Party shall employ any funds, properties or credits of the Joint Venture for any other purposes than the purpose and intent of the Parties in accordance with this Agreement.

35.3. No Party shall draw, accept, endorse or negotiate any bills of exchange, promissory notes or other instruments in the name of the Joint Venture to sell, assign, transfer or in any way encumber its interests in the Joint Venture or cause or suffer or permit any of the Joint Venture's properties or its interests therein to be seized, attached or taken in execution or levied upon or impaired or otherwise taken for its separate engagement, liabilities or debts.

36. ENTIRETY

36.1. This Agreement constitutes the whole and only agreement between the Parties in relation to the subject matter of this Agreement and voids and supersedes all previous representations, agreements, negotiations and understandings of and between the Parties, whether written or oral, in connection with the Works, the Project, the Contract and the intent and purpose of this Agreement.

36.2. Each Party acknowledges that in entering into this Agreement it has not relied on any other contracts, agreements, undertakings, made or given by or with the other Parties or any Third Parties, at any time prior to the date of this Agreement which are not expressly set out in this Agreement.

37. AMENDMENT

Any amendments, variations or modifications to the terms and conditions of this Agreement shall not be effective and valid unless and until the amendments, variations or modifications have been confirmed by unanimous agreement of the Parties in writing and signed by each and every Party of the Joint Venture.

38. REPRESENTATION AND WARRANTY

38.1. Each Party hereby represents and warrants that it is duly incorporated and validly existing under the laws of its jurisdiction, and shall have full power and authority to enter into this Agreement and all other agreements necessary for the completion of the Works and that the execution of this Agreement is not in conflict with any laws in its jurisdiction or with its by-laws.

38.2. Each Party hereby represents and warrants that all corporate actions required by that Party validly and duly to authorize the execution and delivery of, and to exercise its rights and perform its obligations under, this Agreement and all other documents which are to be executed in accordance with this Agreement have been duly taken, and this Agreement constitutes, and the documents which are to be executed in accordance with it when executed will constitute, legally valid and binding agreements of that Party enforceable in accordance with their respective terms.

38.3. Each Party hereby represents and warrants that it has, at all times, carried on business and conducted its affairs in all respects in accordance with its by-laws for the time being in force and any other documents to which it is, or has been, a Party.

38.4. Each Party hereby represents and warrants that it is empowered and duly qualified to carry on business in the Hong Kong Special Administrative Region and has obtained all necessary licences and consents from any persons, authorities or bodies for the proper carrying on of its business all of which such licences and consents are valid and subsisting, and it is not in breach of any of the terms or conditions of any of the licences or consents, and there is no factor that may in anyway prejudice the continuation, or renewal of any of them.

38.5. Any liabilities and costs associated with such representations and warranties of the Parties shall be borne by the respective Parties to ensure that the same is complied with in accordance with the Contract and this Agreement.

39. INTERPRETATION

39.1. No rule of construction will apply in the interpretation of this Agreement to the disadvantage of one Party on the basis that that Party drafted any provision of this Agreement.

SHANGHAI TUNNEL ENGINEERING CO., LTD. 上海隧道

CHUN WO CONST. & ENG CO., LTD. TENDERING

IN WITNESS whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as a DEED in three (3) originals in Hong Kong on the date first above written.

Executed and delivered)
as a deed and the COMMON SEAL)
of **CHUN WO CONSTRUCTION AND**)
ENGINEERING COMPANY LIMITED)
was affixed in the presence of)
KO WING NIN, its director authorized to sign the)
Agreement by its board of directors)
In the presence of a witness)
)
.....)
Brian Kong)
Tendering Manager)
5C Hong Kong Spinners Industrial Building, 601-603)
Tai Nan West Street, Cheung Sha Wan, Kowloon,)
Hong Kong)

SIGNED, SEALED and DELIVERED)
For and on behalf of)
SHANGHAI TUNNEL ENGINEERING CO., LTD.)
by Zhang Zhong Sheng)
Its attorney under power of attorney)
dated 10th August, 2017)
In the presence of a witness)
)
..... Hu Jiang)
Contract Manager)
)
)
)
)

SIGNED, SEALED and DELIVERED)
For and on behalf of)
CHINA METALLURGICAL GROUP)
CORPORATION by WANG QI)
Its attorney under power of attorney)
dated 1ST JANUARY 2014)
In the presence of a witness)
)
.....)
YANG QINGMING)
DEPUTY GENERAL MANAGER)
)
Room 3202-3, 32/F, Office Tower Convention Plaza,)
1 Harbour Road, Wan Chai, Hong Kong)

Appendix 1 – Organization Chart

The Organization Chart of the Joint Venture is to be decided by the JV Board.

Appendix 2 – Reimbursement of Costs and Expenses for the Secondment of Staff

1. **The Parties shall charge the costs and expenses for the secondment of staff to the Joint Venture for reimbursement at a rate calculated in accordance with the following formulae:**

   (a) "**Individual Package**", comprising the wages paid as shown in monthly payroll records consistent with the meaning of wages as defined in the Employment Ordinance (Cap. 57), excluding any bonuses or Reimbursable Expenses described in paragraph 2 below, plus

   (b) An on-cost of 18% on (a) above. For the avoidance of doubt, this on-cost is inclusive of all other costs not included in Individual Package and Reimbursable Expenses.

2. **Reimbursable Expenses**, for example telephone expenses, fuel card or fuel expenses, business travel and accommodation, etc. will be charged separately to the Joint Venture in accordance with protocols approved by the JV board.

3. **Specialist Personnel**

   If a Party provides specialist services to the Joint Venture from time to time, that Party shall be entitled to reimbursement for the costs and expenses incurred resulting from providing specialists for such services at the same rates as that Party has charged to other projects for such seconded specialists.

4. **Personnel on leave**

   The Parties shall not charge any paid leave taken by the seconded personnel to the Joint Venture. The monthly Individual Package shall be calculated net of paid leave for the reimbursement of costs and expenses to the Parties, unless otherwise approved by the JV Board.

The Client's certificate of completion

竣工验收报告

土木工程拓展署
CEDD Civil Engineering and Development Department

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : hckng@cedd.gov.hk
Telephone 電話 : (852) 3842 7091
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in EDO1-30-4170-19-LTT872TH-501
Your reference 來函檔號 : CWSTCMJV/940/2937-2023
CWSTCMJV/940/2941-2023
Date 日期 : 8 June 2023

東拓展處
East Development Office

香港九龍油麻地海庭道 11 號
西九龍政府合署南座 8 樓
8th floor, South Tower,
West Kowloon Government Offices,
11 Hoi Ting Road, Yau Ma Tei,
Kowloon, Hong Kong

CW-STEC-CMGC JV
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon, Hong Kong
(Attn: Mr. William LEUNG)

By Fax and Post
(Fax No.: 2744 6937)

Dear Sirs,

Contract No. NE/2017/01
Tseung Kwan O – Lam Tin Tunnel
Tseung Kwan O Interchange and Associated Works

Certificate of Completion

I refer to your above referenced letters of 28 February & 20 March 2023 with respect to your proposal of the planned date for completion of the outstanding works pursuant to Clause 9.2 of the Works Information and the recommendations by the Project Manager's Delegate via his letter dated 30 May 2023.

In accordance with ECC Clause 30.2, I hereby certify that the date of Completion of the *works* is 11 January 2022. The planned date for completion of the outstanding works given in your letters is accepted.

You are reminded of the provision under Clause 9.3(b) of the Works Information that, any part of such work, service, or action left unfinished by the accepted date in accordance with Clause 9.2 of the Works Information shall constitute a notified Defect following checking and notification by the *Supervisor*.

You are advised that until the *defect date*, the *Supervisor* will notify you of each Defect as soon as he finds it according to ECC Clause 42.2, and you are required to correct a notified Defect before the end of the *defect correction period* in accordance with ECC Clause 43.2.

Yours faithfully,

(Horace CK NG)
Chief Engineer/East 1
the *Project Manager* for the Contract

c.c. *Project Manager*'s Delegates (Attn: Mr. Ivan TSANG, Fax: 3922 9797,
Ms. Fanny LAU) 3596 6118

A copy of relevant document showing the contact) details of the project owners and/or engineers

有关工程师/项目经理，雇主/客户的证明文件

Supporting Document for Client
雇主/客户及其联络方式证明

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2017/01

TSEUNG KWAN O – LAM TIN TUNNEL – TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

POST TENDER CORRESPONDENCE

AECOM

AECOM
8/F, Grand Central Plaza, Tower 2,
138 Shatin Rural Committee Road,
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 8 樓
www.aecom.com

+852 3922 9000 tel
+852 3922 9797 fax

Our Ref : HKT:RPCM:tlmk:60308751/15.11-2017011655T

24 October 2017

RESTRICTED (TENDER)

By Fax (2744 6937) & Post

Director
CW – STEC – CMGC Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon, Hong Kong

Attn: Mr. Andy Yiu

Dear Sir,

Contract No. NE/2017/01
Tseung Kwan O – Lam Tin Tunnel
Tseung Kwan O Interchange and Associated Works

Tender – *Activity Schedule*

We refer to your tender submitted on 8 September 2017.

We would be grateful if you could clarify the following with respect to the tendered prices and extension amounts of the *activity schedule* in your submitted tender:

(A) Items in the *activity schedule* not priced at all (i.e. by inserting "-" in the price columns) are listed in the **Table 1** attached to this letter. The prices for these items in the *activity schedule* shall be zero in building up the tendered Total of the Prices.

In order to allow us to make a full assessment of your tender, you are requested to confirm in writing that you are prepared to abide by the tender.

As a matter of urgency, we would be pleased to receive your reply **not later than 26 October 2017**. Your reply to this letter must be signed by a person authorized to sign Government contracts on behalf of your company and must confine itself to the subject matter and must not include or refer to any other topics. Should you wish to write to us on any other topics, please do so in a separate letter. In the event that you fail to abide by this requirement, you may be asked to withdraw your letter and replace it with another which does conform.

The request for the above must in no way be construed as either an acceptance or rejection of your tender. All tenders are still under consideration.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
Project Manager designate

Encl.

cc CE/NTE1, CEDD Attn: Mr. Eric Chiang (w/e)

Contract No. NE/2017/01
Tseng Kwan O - Lam Tin Tunnel
Tseung Kwan O Interchange and Associated Works
Tender - *Activity Schedule*

Tenderer: CW – STEC – CMGC Joint Venture

Table 1 - Items in the *Activity Schedule* not priced at all	
Page	**Item/Description**
4/2	4.7.2
4/2	4.7.3
4/4	4.12.5
4/4	4.12.6
4/4	4.12.7
4/4	4.12.8
5/3	5.7.2
5/5	5.12.5
5/5	5.12.6
6/6	6.12.6

Supporting Document for Project Manager
工程师或项目经理及其联络方式证明

AECOM
8/F Grand Central Plaza, Tower 2
138 Shatin Rural Committee Road
Shatin, Hong Kong
香港新界沙田鄉事會路 138 號
新城市中央廣場第 2 座 8 樓
www.aecom.com

+852 3922 9000 tel
+852 3922 9797 fax

Our Ref : HKT:WN:ZLSY:wmy:60308751/15.12-2018000144T

5 January 2018

RESTRICTED (TENDER)

By Fax (2744 6937) & Post

Director
CW – STEC – CMGC Joint Venture
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon, Hong Kong

Attn: Mr. Andy Yiu

Dear Sir,

Contract No. NE/2017/01
Tseung Kwan O – Lam Tin Tunnel
Tseung Kwan O Interchange and Associated Works

Correspondence Forming Part of the Contract

I refer to your tender dated 8 September 2017 in respect of the captioned Contract.

The following list of tender correspondence is proposed to be included in the Contract Document and forms part of the Contract in the event that you are awarded this contract:

Tender Addendum

(a) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:mlpm:60308751/15.11-2017007475T) dated 20 July 2017 on Tender Addendum No. 1 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(b) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:mlpm:60308751/15.11-2017008017T) dated 2 August 2017 on Tender Addendum No. 2 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(c) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:ttmk:60308751/15.11-2017008829T) dated 16 August 2017 on Tender Addendum No. 3 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(d) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:ttmk:60308751/15.11-2017009122T) dated 25 August 2017 on Tender Addendum No. 4 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.

Post-tender Correspondence

(e) Letter from AECOM Asia Co. Ltd. to CW – STEC – CMGC Joint Venture (letter ref.: HKT:RPCM:ttmk:60308751/15.11-2017011655T) dated 24 October 2017 on the tendered total of the Prices;

.../2

(f) Letter from CW – STEC – CMGC Joint Venture (letter ref.: CW/TD/1770-2017) dated 26 October 2017 replying to the above letter (e) and confirming abiding by the tender;

(g) Letter from AECOM Asia Co. Ltd. to CW – STEC – CMGC Joint Venture (letter ref.: HKT:WN:ZLSY:wmy:60308751/15.12-2018000111T) dated 4 January 2018 on the rates of Delay Damages; and

(h) Letter from CW – STEC – CMGC Joint Venture to AECOM Asia Co. Ltd. (letter ref.: CW/TD/0009-2018) dated 5 January 2018 acknowledging the receipt of the above letter (g) and confirming your agreement to the rates of Delay Damages.

You are required to acknowledge in writing the receipt of this notification and confirm your agreement to the above list of tender correspondence in writing by **8 January 2018**. Your reply must be signed by a person authorised to sign this contract for and on behalf of your company.

This notification must in no way be construed as either an acceptance or rejection of your tender. All tenders are still under consideration.

Yours faithfully,
For and on behalf of
AECOM Asia Co. Ltd.

Ivan Tsang
Project Manager designate

cc CE/E1, CEDD Attn: Mr. Eric Chiang

BQ Grand Summary
工程量清单总汇表

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2017/01

TSEUNG KWAN O - LAM TIN TUNNEL
TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

ACTIVITY SCHEDULE
Schedule No. 3 - Bridge S100

Item	Activity	Prices (HK$)
D	Edge Parapets	
3.11.1	Completion of all RC works of concrete edge parapets and utility trough between Pier 3A and Pier 3B	447,392.00
3.11.2	Completion of all RC works of concrete edge parapets and utility trough between Pier 3B and Pier 3C	450,767.00
3.11.3	Completion of all RC works of concrete edge parapets and utility trough between Pier 3C and Pier 3D	456,447.00
3.11.4	Completion of all RC works of concrete edge parapets and utility trough between Pier 3D and Pier 3E	484,096.00
3.11.5	Completion of all RC works of concrete edge parapets and utility trough between Pier 3E and Abutment 3F	435,287.00
E	Miscellaneous	
3.12.1	Completion of base course for the bridge S100	320,782.00
3.12.2	Completion of wearing course for the bridge S100	126,094.00
3.12.3	Completion of installation of sign gantries and road signs for the bridge S100	676,953.00
3.12.4	Completion of installation of sign posts and road signs for the bridge S100	74,473.00
3.12.5	Completion of road marking and studs for the bridge S100	38,124.00
3.12.6	[illegible]	662,688.00
3.12.7	Completion of drainage of the bridge S100	426,437.00
3.12.8	Provisions of drawpits, ducts, covers, gratings at concrete edge parapets to facilitate E&M and TCSS installations within concrete edge parapets	341,531.00
3.12.9	Provisions of racks, supports and cover to facilitate installation works within utility trough	638,919.00
3.12.10	Completion of remaining civil provisions works for E&M and TCSS installations	63,045.00
	Total carried to collection	5,643,035.00

Mumbai Metro Line 3-UGC 01

孟买地铁3号线-UGC 01

Details of the contract 合同详情	Documentary evidence submitted and remarks 提交的证明文件
Existence of the contract, date of contract award, and original contract sum 合同存在情况、合同授予日期及原始合同金额	i) Letter of Acceptance dated 1 July 2016; ; 2016 年 7月 1 日的中标通知书; ii) Contract Document 合同文件 iii) JV Percentage ,联合体份额比例
Certified contract completion date 经认证的合同完成日期	i) The Client's certificate of completion 竣工验收报告 ii) Client Supporting Documents 业主证明
Related Supporting Documents 相关支持文件	i) Bills of Quantities — Grand Summary 工程量清单总汇表

Mumbai Metro Line 3-UGC 01

孟买地铁3号线-UGC 01

Letter of Acceptance
中标通知书

Mumbai Metro Rail Corporation Limited
(JV of Govt. of India and Govt. of Maharashtra)

No. MMRC/ML3/Projects/Civil Tender/ 1st July, 2016

To
M/s. Larsen & Toubro Limited & Shanghai Tunnel Engineering Co. Ltd., JV
TC3 A Tower,
Mount Poonamallee Road,
Manapakkam, Chennai -600 089
India.

Attention: Mr. S.V Desai
Email : srh@intecc.com

LETTER OF ACCEPTANCE

Sub.: **MM3-CBS-UGC 01: DESIGN AND CONSTRUCTION OF UNDERGROUND SECTIONS INCLUDING FOUR UNDERGROUND STATIONS AT CUFFE PARADE, VIDHAN BHAVAN, CHURCHGATE AND HUTATMA CHOWK AND ASSOCIATED TUNNELS TOGETHER WITH TWO TUNNEL SIDINGS AT CUFFE PARADE.**

Ref :

i) Your Original Bid submission for Contract MM3-CBS-UGC-01 on 12th May, 2015

ii) This office letter MMRC/ML3/Civil Tender dated 8th July, 2015 for seeking post –bid technical clarifications

iii) Your reply to post bid technical clarifications vide your letter no. MUMBAI/MMRC/MM3-CBS-UGC-01/0014 dated 20th July, 2015

iv) This office letter no, MMRC/ML3/Civil Tender/2015 dated 31st July, 2015 seeking first set of post bid financial clarifications

v) Your reply to first set of post-bid financial clarification vide your letter no. MUMBAI/MMRC/MM3-CBS-UGC-01/0015 Dated 6th August, 2015

vi) This office letter no. MMRC/ML3/Civil Tender/2015 dated 12th Aug., 2015 for seeking second set of post bid financial clarifications. "Unconditional Acceptance"

vii) Your reply to second set of post–bid financial clarification vide letter no. MUMBAI/MMRC/MM3-CBS-UGC-01/0016- Dated 17th Aug., 2015

LARSEN & TOUBRO LIMITED Construction Chennai

CIN U60100MH2008SGC181770
Office Address: NaMTTRI Building, Plot # R 13, E Block, BKC, Bandra (E), Mumbai - 400 051
T +91 22 2638 4602 F +91 22 2659 2005 E mumbaimetro3@mmrcl.com www.mmrcl.com
Registered Office: MMRDA Building, BKC, Bandra (E), Mumbai - 400 051

viii) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 22nd Jan., 2016 vide which Amendment No. 1 was issued

ix) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 27th Jan., 2016 vide which Amendment No. 2 was issued

x) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 11th Feb., 2016 vide which Amendment No. 3 was issued

xi) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 13th Feb., 2016 vide which Amendment No. 4 was issued.

xii) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 16th Feb., 2016 vide which Amendment No. 5 was issued.

xiii) Your revised Financial Bid submission for Contract MM3-CBS-UGC01 dated 17th Feb., 16

Dear Sir,

With reference to the above, the Letter of Acceptance (LOA) is hereby issued to you for the above-mentioned work for a total contract amount comprising of INR 21,44,22,98,402/- (Rupees Two Thousand One Hundred Forty Four Crore Twenty Two Lakhs Ninety Eight Thousand Four Hundred and Two only) and USD 135,577,919/- (US Dollars One Hundred Thirty Five Million Five Hundred Seventy Seven Thousand Nine Hundred and Nineteen only) inclusive of all taxes including Value Added Tax (VAT) paid under Maharashtra VAT Act 2002, duties, royalties, cess, etc.

2. Pursuant to the Particular Conditions of Contract (PCC), Sub-clause 4.2, you are required to furnish the Performance Security within twenty eight (28) days using the form of Performance Guarantee included in Section XII, Contract forms, Schedule 2 "Performance Guarantee."

3. This "Letter of Acceptance" is sent herewith to you in duplicate. You are required to return one copy of it duly signed by you on all pages indicating 'Unconditional Acceptance' thereof so as to reach the undersigned within one week of the receipt of this letter.

4. It may please be noted that until a formal Contract Agreement is executed this letter shall constitute a binding contract between yourselves and Mumbai Metro Rail Corporation Limited.

Unconditional Acceptance

5. The Commencement Date shall be advised through a 'Notice to Commence'. The Works shall be completed within 1638 days from the date of Commencment indicated in the

LARSEN & TOUBRO LIMITED Construction Chennai

'Notice to Commence'.

6. You shall ensure full compliance with the relevant tax laws with regards to this Contract and shall be solely responsible for the same. You shall keep the Employer fully indemnified against your liability of tax, interest, penalty etc, whichever may arise.

7. The General Consultant to the Employer will act as The Engineer for this Contract. You are requested to contact the Engineer (Mr. Ronald James Mickell, Project Manager, MAPLE Consortium, Address- Unit No. 201, 2nd Floor, Air India Road, Jamilpada Vidya Nagari, Kalina, Santacruz (East), Mumbai, Maharashtra – 400 098, India) for further necessary action in this matter.

Yours Sincerely,

1/7/2016

(S. K. Gupta)
Director (Projects)
Authorised Signatory

Encl: One copy of this letter in duplicate.

We, the undersigned hereby accept the Letter of Acceptance **unconditionally.**
(Authorized Signatory for the Bidder with Company Seal)

Company	M/s. Larsen and Toubro Ltd.
Name	Mr. S. V. Desai
Position (title)	Exe. Vice President.
Signature	

LARSEN & TOUBRO LIMITED Construction Chennai

Company	M/s. Shanghai Tunnel Engineering Co. Ltd.
Name	Mr. Ng Eng Ann
Position (title)	General Manager
Signature	

Contract Document
合同文件

MMRC

MUMBAI METRO LINE 3
(COLABA-BANDRA-SEEPZ)

CONTRACT UGC-01

DESIGN AND CONSTRUCTION OF UNDERGROUND STATIONS AT CUFFE PARADE, VIDHAN BHAVAN, CHURCHGATE & HUTATMA CHOWK AND ASSOCIATED TUNNELS

BOOK-1 of 10
Bid Documents
(1/2)

JULY 2016

Mumbai Metro Rail Corporation Limited
NAMTTRI Building,
'E' Block, BKC, Bandra (E),
Mumbai-400 051, India

MUMBAI METRO LINE 3
(COLABA-BANDRA-SEEPZ)
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MMRC

MUMBAI METRO LINE 3
(COLABA-BANDRA-SEEPZ)

Contract Agreement

Mumbai Metro Rail Corporation Limited
NAMTTRI Building,
'E' Block, BKC, Bandra (E),
Mumbai-400 051, India

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महाराष्ट्र MAHARASHTRA ◑ 2016 ◑ Z 208246

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८०००१५
19 AUG 2016
सक्षम अधिकारी
श्री. भ. सि. मयेकर

CONTRACT AGREEMENT

This Agreement is made at Mumbai, India on the 24th day of August 2016

BETWEEN

1) The **Mumbai Metro Rail Corporation Limited**, a company incorporated under the laws of India and having its principle place of business at NaMTTRI Building. Plot No. R-13, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051, India hereinafter referred to as the "**Employer**" of the one part,

AND

2) The Joint Venture L&T-STEC JV MUMBAI comprising of

(a) M/s. Larsen & Toubro Limited, a company incorporated under the laws of India and having its registered office at L&T House, Ballard Estate, PO Box 278, Mumbai- 400001, India and its construction division headquarters at Mount Poonamallee Road, Manapakkam, Chennai -600089, India, (CIN L99999MH1946, PLC004768) hereinafter refers to as **"L&T" (Lead partner)**

and

0001

23 AUG 2016

AGREEMENT

YES / NO

L&T- STEC JV MUMBAI
L&T Business Park, Tower - B TC- II
1st Floor, L&t Gate No. 5 Powai Campus,
Saki Vihar Road, Powai, Mumbai-400 072

23 AUG 2016

MMRCL
Venkatesh

0002

(b) M/s. Shanghai Tunnel Engineering Company Limited, a company incorporated under the laws of China and having its registered office at 957, Haixu Road, Shanghai, 200137, China, hereinafter refers to as "**STEC**",

who shall be jointly and severally liable for performance of this Contract; hereinafter collectively referred to as the "**Contractor**" of the other part.

WHEREAS the Employer desires that the Works known as **CONTRACT MM3-CBS-UGC-01: "THE DESIGN AND CONSTRUCTION OF UNDERGROUND SECTIONS INCLUDING FOUR UNDERGROUND STATIONS AT CUFFE PARADE, VIDHAN BHAVAN, CHURCHGATE AND HUTATMA CHOWK AND ASSOCIATED TUNNELS TOGETHER WITH TWO TUNNEL SIDINGS AT CUFFE PARADE"** shall be executed by the Contractor, and the Contractor submitted his offer which is accepted by the Employer vide Letter of Acceptance dated 01/07/2016 issued by the Employer for execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents in order of priority shall be deemed to form and be read and construed as part of this Agreement :
   - (a) The Contract Agreement
   - (b) The Letter of Acceptance
   - (c) The Addenda Nos.1 to 6 and amendments 1 to 5
   - (d) The revised Letter of Bid (Financial)
   - (e) The original letter of Bid (Technical) (Letter and Appendix LB-1)
   - (f) The Particular Conditions of Contract (Part 3)
   - (g) The General Conditions of Contract (Part 3)
   - (h) The Employer's Requirements (Part 2)
   - (i) The Contractor's Pricing Document (Part 1, Section IV-b.)
   - (j) The pre-bid and post-bid clarifications and reply thereof
   - (k) The Contractor's Technical Tender Documents (Appendix LB-2 to LB-21)
   - (l) Evaluation and Qualification Criteria (Part 1, Section III)
   - (m) Reference Documents (Part 4)
   - (n) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans.
3. All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof are all codes, standard specifications, and similar requirements that are referred to herein.

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Obligation of the Contractor

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute, test and complete the Works and remedy any defects therein in conformity with the provisions of the Contract.

Obligation of the Employer

The Employer hereby covenants to pay the Contractor, in consideration of the design, execution, testing and completion of the Works and the remedying of defects therein, for an Accepted Contract Amount comprising of INR 21,44,22,98,402/- (Rupees Two Thousand One Hundred Forty Four Crore Twenty Two Lakhs Ninety Eight Thousand Four Hundred and Two only) and USD 135,577,919/- (US Dollars One Hundred Thirty Five Million Five Hundred Seventy Seven Thousand Nine Hundred and Nineteen only) inclusive of all taxes including Value Added Tax (VAT) paid under Maharashtra VAT Act 2002, duties, royalties, cess, etc. in the manner prescribed by the Contract

Effectiveness Conditions

This Contract shall come into full force and effect after the Japan International Cooperation Agency has given its concurrence to the Contract.

In WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

24/08/2016

(S. K. Gupta)
Director (Projects)
M/s. Mumbai Metro Rail Corporation Limited, Mumbai.

Signed by, for and on behalf of the Contractor

(S. V. Desai)
Executive Vice President & Head
Heavy Civil Infrastructure Independent Company
M/s. Larsen & Toubro Limited.

24/08/2016

Mr. Ng Eng Ann
General Manager- India
M/s. Shanghai Tunnel Engineering Company Limited.

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Witness:

24/08/2016

Name: LEE YIP KWONG	Name: A.H.KHAN	Name: ASHOK BHASME
Position: Director, STEC	Position: GENERAL MANAGER	Position: DGM (C)
Company: INTERNATIONAL	Company: LARSEN & TOUBRO LIMITED	Company: MMRCL

Note:

1) The Employer's authorised officer signing this agreement has authorised that all other documents shall be signed by his delegated representative.

2) This Contract Agreement has been signed by the authorised signatory of the Contractor who have been authorised to execute this Contract Agreement vide Power of Attorney dated 6th February 2015 and Board Resolution dated 25th November 2014 on behalf of M/s. Larsen & Toubro Limited and Power of Attorney dated 9th February 2016 and Board Resolution dated 15th January 2014 on behalf of M/s. Shanghai Tunnel Engineering Company Limited.

----------END----------

Mumbai Metro Rail Corporation Ltd.

SHANGHAI TUNNEL ENGINEERING CO LTD

LARSEN & TOUBRO LIMITED Construction Chennai

SHANGHAI TUNNEL ENGINEERING CO. LTD.

JV Percentage
联合体份额比例

MMRC

MUMBAI METRO LINE 3

(COLABA-BANDRA-SEEPZ)

JV Agreement /JV MOU

Mumbai Metro Rail Corporation Limited
NAMTTRI Building,
'E' Block, BKC, Bandra (E),
Mumbai-400 051, India

LARSEN & TOUBRO LIMITED
Construction Chennai

JOINT VENTURE AGREEMENT

MUMBAI METRO RAIL CORPORATION LIMITED

& MM3-CBS-UGC-01

Design and Construction of Underground Section including Four Underground Stations at Cuffe Parade, Vidhan Bhavan, Churchgate and Hutatma Chowk and Associated Tunnels together with Two Tunnel Sidings at Cuffe Parade

India

Larsen & Toubro Limited
&
Shanghai Tunnel Engineering Co., Ltd

25th February 2015

LARSEN & TOUBRO LIMITED Construction Chennai

LARSEN & TOUBRO LIMITED Construction - Chennai

L&T-STEC JV MUMBAI – JOINT VENTURE AGREEMENT

Mumbai Metro Rail Corporation Ltd. CPM

NOTARY PUBLIC
P. JAYACHANDRAN
B.A., B.L.,
CITY OF MADRAS
REG. No. 81/11
0019
GOVT. OF TAMILNADU

SHANGHAI TUNNEL ENGINEERING CO LTD TEC

தமிழ்நாடு தமிலநாடு TAMILNADU

AA 820065

25 FEB 2015

V. HEMACHALAM
Stamp Vendor
L.C. No. A6/46163/81
42, VATHIYAR KANDA PILLAI STRI
CHOOLAI, CHENNAI - 600 112
044 - 25323103 / 9381008082

This Joint Venture Agreement (this "JVA") is entered into on 25th February 2015

BETWEEN: **LARSEN & TOUBRO LIMITED**, a company incorporated and existing under the laws of India, Registration # 4768/1945-46 having its Registered Office at L&T House, Ballard Estate, P.O. Box 278, Mumbai, 400 001 India (herein referred to as "**L&T**"),

AND **SHANGHAI TUNNEL ENGINEERING CO., LTD,** a company incorporated and existing under the laws of China having its Registered Office at No.957, Haixu Road, Shanghai – 200137 China (herein referred to as "**STEC**")

Individually a **"Party"** and collectively **"Parties"**

WHEREAS:

a. the "Mumbai Metro Rail Corporation Limited - MMRCL" (herein referred to as **"Employer"**) has initiated the tender procedure for the "**MUMBAI METRO LINE 3 - COLABA-BANDRA-SEEPZ Project**" herein referred to as "**Project**"
b. the Employer has issued the Invitation for bids, reference "MM3-CBS-UGC-0914" (herein referred to as "**Invitation for Bids**")
c. the Employer has issued the documents forming the instructions to tenderers, reference "MM3-CBS-UGC-01", (herein, including any of their addendums and amendments issued, referred to as "**Tender Documents**") with the purpose of governing the tendering procedure for the Tender forming part of the Project and in particular the "**Design and Construction of Underground Section including Four Underground Stations at Cuffe Parade, Vidhan Bhavan, Churchgate and Hutatma Chowk and Associated Tunnels together with Two Tunnel Sidings at Cuffe Parade**", herein referred to as **"Works"** issued through the Notice To Invitation (NIT) by Mumbai Metro Rail Corporation Ltd on 26th November 2014
d. the Guidelines for Procurement under Japanese ODA Loans are those published in April 2012 as applicable to the Project
e. Option A - Single-Stage Two-Envelope Bidding, Section I of the Standard Bidding Documents for

NOTARY PUBLIC R. JAYACHANDRAN B.A., B.L., CITY OF MADRAS REG No. 61/11 GOVT. OF TAMILNADU

Mumbai Metro Rail Corporation Ltd. CPM

LARSEN & TOUBRO LIMITED Construction - Chennai

LARSEN & TOUBRO LIMITED Construction Chennai

TEC SHANGHAI TUNNEL ENGINEERING CO. LTD.

L&T-STEC JV MUMBAI - JOINT VENTURE AGREEMENT

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Procurement of Plant Design, Supply and Installation (version 1.1) published by JICA in February 2013 is applicable to the Project

f. being successfully prequalified, the Parties have agreed to prepare jointly and submit to the Employer the tender (herein referred to as **"Tender"**)

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS

Warranties & Association

1. Each Party hereby warrants towards the other Party, after all necessary analysis and internal authorisation, that:

   1.1. it is at liberty to enter into and fully perform its obligations under and arising out of this JVA, and has the capital, banking relationships, personnel and equipment so to do

   1.2. it is in compliance with all applicable law and regulation, and will remain so throughout the period of this JVA

   1.3. it will timeously deliver to the other Parties all patents, trade secrets, proprietary systems, designs, processes, technical and business knowledge, and any other intellectual property in its possession and/or to which it has access (**"Proprietary Information"**), and otherwise support the other Parties with all its individual expertise, contacts and resources which may be necessary or useful for the purposes of (i) jointly estimating, preparing and submitting the Tender, and (ii) performing the Works of any Contract awarded to the Joint Venture within the time or times for completion and otherwise in accordance with the Contract (**"Purposes"**), at no cost to the other Parties unless otherwise agreed in writing

   1.4. its signatory and witness executing this JVA, including its arbitration provisions, are fully empowered so to do in accordance with their respective constitutions.

2. Relying upon the provision of Clause.1, the Parties hereby associate for the Purposes, but not otherwise, in an unincorporated joint venture in the name of **L&T–STEC JV MUMBAI** (the **"Joint Venture"**).

Rights, Responsibilities & Shares

3. The Parties so associate for the Purposes on the basis of:

   3.1. joint and several liability towards the Employer;

   3.2. mutual exclusivity, and each Party undertakes to the other Party that neither it nor its affiliated legal persons of any tier (**"Affiliates"**), which term includes (i) legal persons owning and owned by, and/or controlling and controlled by such Party, and (ii) legal persons owned and/or controlled by any third legal person which owns and/or controls such Party) will enter into any agreement, contract or other arrangement with the Employer or any third party involving the Project without all of the other Party' prior written consent;

   3.3. each Party actively and diligently contributing in good faith to the success of the Joint Venture at each phase of the Purposes;

   3.4. each Party being individually responsible for reporting, paying and settling its own taxes and the like, whether in the India or elsewhere, due or claimed in relation to the Project and/or otherwise arising out of this JVA and the performance of the Contract with the Employer.

4. Notwithstanding their joint and several liabilities towards the Employer, as between the Parties each Party shall (i) subject to Clause.6, bear all liabilities, risks and costs, and enjoy all rights, assets and profits, arising from this JVA, and the Tender and Contract, in proportion to its **"Share"**,

NOTARY PUBLIC GOVT. OF TAMILNADU CITY OF MADRAS REG. NO. 61/11

LARSEN & TOUBRO LIMITED Construction - Chennai

Mumbai Metro Rail Corporation Ltd. CPM

LARSEN & TOUBRO LIMITED Construction Chennai

SHANGHAI TUNNEL ENGINEERING CO LTD TEC

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and (ii) indemnify the other Party against all liabilities, risks and costs in excess of such other Party's respective Share.

5. The participating interest (herein referred to as "**Shares**") of the Parties in the Joint Venture is:
L&T: 65%
STEC: 35%
The Parties shall not alter its composition or legal status without the prior written consent of the Employer.

6. Prior to the award of the Contract (i) the cost of any third party consultants and advisors engaged for the Purposes may, by mutual written agreement between the Parties, be shared by the Parties in proportion to their respective Shares, and (ii) otherwise, each Party shall bear its own costs in relation to this JVA and the Purposes.

7. L&T shall be the **"Lead Partner"** of the Joint Venture.

8. The Parties agree to fully co-operate with the Lead Partner and STEC agrees to provide the authorities by way of Power of Attorney to the Lead Partner of the Joint Venture, representing the Joint Venture in the following activities:

8.1. to represent the JV;

8.2. to sign the Tender, documents of communication with Employer during the tendering process; post tender clarification communication;

8.3. to participate in contract negotiation process and finalization of Contract;

8.4. to sign the Contract Agreement with the Employer; if contract is awarded to L&T-STEC JV Mumbai;

8.5. to sign petitions, if any, for the tenderer;

8.6. the Parties agree to comply with the provisions of Clause 1.14 of GCC;

8.7. to send copies of all the instructions and information received by the Lead Partner from the Employer to other Party;

8.8. the Lead Partner shall not cause any damage to the rights and interests of the other Party while fulfilling the above activities;

8.9. the Lead Partner shall while signing on behalf of the Joint Venture obtain the written consent of other Party, while the other Party ensures causing no delays in providing such consent.

Management of the Joint Venture

9. The Joint Venture will be managed by:
9.1. The Supervisory Board, hereinafter referred to as the "SB"
9.2. The Project Management Team, hereinafter referred to as "PMT".

10. **SUPERVISORY BOARD**

10.1. The SB is fully empowered to control the business of the Joint Venture, including the performance of the Works and shall be authorised to take any decision relating to the Joint Venture

10.2. The SB shall comprise of one member and one alternate member from each Party, and the Chairman appointed by the Lead Partner. The SB is fully authorised to make all decisions on behalf of the Joint Venture. The members of each Party may be replaced by either Party from time to time with the prior intimation to the other Party.

10.3. The Parties agree that the SB shall have full authority to represent and bind the Parties on behalf of the Joint Venture for the performance of the Contract

NOTARY PUBLIC R. JAYACHANDRAN B.A., B.L. REG. No. 61/11 GOVT. OF TAMILNADU

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10.4. The responsibilities of the SB will include but not limited to the matters noted hereunder. SB shall:

10.4.1. before the commencement of the works and from time to time issue policy guidelines to the PMT on all issues pertaining to the performance of the works;

10.4.2. approve appointment of Project Manager (PM), the Deputy Project Manager (DyPM), the Finance Manager (FM) and Deputy Finance Manager (DyFM). The PM and FM shall be appointed by L&T and the DyPM, DyFM shall be appointed by STEC;

10.4.3. approve financing programs and financial forecast and decisions on general financial policy;

10.4.4. decide on any amendments to the Contract;

10.4.5. decide on matters referred to it by the PMT;

10.4.6. decide on the winding up of the Joint Venture and closure of its activities and accounts; the provision for auditing the Joint Venture accounts by an external auditor;

10.4.7. approve the intended technical studies and other special services, together with approximate cost estimates, to be carried out by the parties and/or third parties; checking and approval of the expenses relevant thereto;

10.4.8. approve insurance policies before commencement of the works;

10.4.9. The approval of the proposed Project Management Team and the establishment of their individual powers before the commencement of the Civil Works;

10.4.10. The general policy towards the Employer and its official representatives before the commencement of the civil Works;

10.4.11. The appointment of persons or bodies to represent the Joint Venture before the commencement of the Civil Works;

10.4.12. Policies and decisions related to Human Resources matters and Plant & Machinery matter;

10.4.13. General policy relating to sub-contracts and the selection of sub-contractors;

10.4.14. Approval of intended technical studies and other special services, together with approximate cost estimates, to be carried out by the parties and/or third parties; checking and approval of the expenses relevant thereto;

10.4.15. take all other decisions required to be taken by the Joint Venture for fulfilling the obligations arising out of JVA and the performance of the Contract;

10.5. As a general rule, the SB shall meet at least every 2 months, unless agreed otherwise. The Chairman shall give to the members 14 calendar days notice of the meetings and shall also fix the date, time, place and agenda of the meeting. In case of emergency the Chairman or any one of the members may request for a meeting at shorter notice. The SB meetings shall be held at Project Site or any other venue the SB decides. The PM, Dy PM, FM and DyFM shall attend meetings of the SB in a non-voting capacity. The agenda of each meeting, as well as the matter discussed and decisions taken, or the positions of the members in case unanimity is not reached, shall be recorded in a minutes of meeting, which shall be signed by the attending members

10.6. Decision of the SB shall be made in accordance with the following procedure:

Each member or his alternate of the SB shall have one vote each upon any decision of the SB and the quorum of the SB shall be constituted by the attendance at a meeting of one member or his alternate representing each Parties. The SB shall strive to reach all decisions unanimously. If unanimity is not reached on any matter, the meeting shall be postponed for 72 hours. If unanimity is not reached at that postponed meeting then the subject matter shall

NOTARY PUBLIC R. JAYACHANDRAN B.A., B.L. CITY OF MADRAS REG No. 81/11 GOVT. OF TAMILNADU

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Mumbai Metro Rail Corporation Ltd. CPM

SHANGHAI TUNNEL ENGINEERING CO LTD TEC

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forthwith be referred to the Senior Executives of the respective Parties to reach unanimous decisions. Should it not be possible to reach the unanimous decision by Senior Executives within 14 days of the postponed meeting, then the decision shall be taken by the Chairman and such decision shall be binding upon the Parties and such decisions in the interest of the Joint Venture. If a dissenting Party disputes any such Chairman's decision for reasons which it advised to the Chairman during such postponed meeting then, within 14 calendar days of being advised of such decision, such dissenting Party may refer such dispute to the dispute resolution provisions of this Agreement, failing which such decision shall be binding upon the Parties.

10.7. The Chairman shall cause the resolutions of the SB to be recorded in minutes and forwarded to all the Parties as soon as practicable and in any case not later than 14 (fourteen) days after each meeting; such minutes shall be deemed approved if no objections have been raised within 7 (seven) days of their receipt by the Parties. The SB may reach decisions without physically meeting, by exchange of correspondence, by telephone or by videoconference discussion; the Chairman shall promptly confirm all such decisions to the Parties in writing, and they shall be communicated to the Parties in the next physical SB meeting. Subject to the foregoing, decisions of the SB shall be final and binding upon all the Parties.

11. PROJECT MANAGEMENT TEAM

11.1. The PMT will comprise of PM, DyPM, FM and DyFM. The PM shall be the chairperson of the PMT. PM shall be the Contractor's Representative and authorized to represent the JV in dealing with third parties, Engineer and the Employer; and The PMT shall be responsible to advise the SB on any aspect of the Works and the Contract. PMT shall be obligated to carry out its functions as per the directions of the SB from time to time

11.2. The PMT, as the operational body of the JV will take all necessary decisions on matters concerning the day-to-day performance of the Works in accordance with the policies established by the SB. The responsibilities of PMT shall include but not limited to the following:

11.2.1. the PMT shall carry out the supervision of the book-keeping and accounting to be organised by the appointed person of the JV;

11.2.2. the PMT shall ensure the efficient supervision, management and execution of the Works at site;

11.2.3. the PMT shall supervise the planning and programming of the execution of the Works;

11.2.4. such other duties and responsibilities as are assigned to the PM and to the other members of the PMT by the SB

11.2.5. the written notices, the correspondences, and other papers issued to the Employer shall have prior endorsement of both the Parties and such endorsements shall not be delayed by any of the Party.

11.3. The PMT shall meet at regular intervals, at least twice every month or at any time, upon request made in writing by any Party. Meetings shall be convened by the Project Manager. The decisions of the PMT shall be taken by unanimity of its members. If unanimity cannot be reached, the subject matter shall be referred to SB for a decision. For avoidance of delay or disruption to the Works in the process of SB to take a decision, the Project Manager can take a conservative decision enabling the JV to perform and fulfil its obligation to the Employer.

Securities

12. Each Party shall timeously provide, at its own cost and in proportion to its Share, all financial guarantees and counter-guarantees required in accordance with requirements of Tender and the

NOTARY PUBLIC J. JAYACHANDRAN B.A., B.L., CITY OF MADRAS REG. No. 81/11 GOVT. OF TAMILNADU

0024

Contract, to support the borrowing of working capital by the Joint Venture, and as otherwise reasonably necessary to perform the Works of the Contract – including without limitation all tender bonds, performance bonds, advance payment bonds and retention bonds – in such form and from such financial institutions/banks as (i) required by the beneficiary thereof, and (ii) accepted by the other Parties, such acceptance not to be unreasonably withheld or delayed.

Financial Matters

13. As soon as necessary after acceptance of the Tender, the SB shall procure to open a bank account (herein referred to as the "**JV Bank Account**") for the Joint Venture. The sole purpose of the JV Bank Account is to provide for the receipt of the monies from the Employer and from third parties to the Joint Venture or the Parties, under and arising out of the Contract, the disbursement of these monies to the Parties and others in respect of the performed Works, disbursement of common costs and other such monies authorized by the SB. PMT shall prepare the monthly invoices to the Employer in accordance with the Contract. The JV Bank Account shall be operated in accordance with the directions and instructions of the SB; all disbursements from the JV Bank Account shall require the signature authorisation of persons nominated by the Lead Partner and each of such disbursements having the prior written approval of both Parties as per SB's direction. All information relating to the operation and management of the JV Bank Account shall be provided to either Parties upon such written requests. All the policies and decisions related to financial matters shall be decided and approved by the SB.

14. The Parties acknowledge and agree that, throughout the duration of this Agreement, any Party may report and account in its separate consolidated financial statements its own Party's interest in the Joint Venture in accordance with the mutually agreed accounting standards (as amended or supplemented from time to time) of the Joint Venture. The accounting system and the ERP system of L&T shall be adopted for the JV accounting and operations and which will be operated by the personnel of the JV. The books shall be promptly posted in accordance with good accountancy practice by suitably qualified personnel under the overall supervision of the PMT.

15. The JV is responsible for reporting, paying and settling its taxes and the like, due or claimed in relation to the Project and/or otherwise arising out of this JVA. This clause shall survive the expiry or termination of this Agreement.

Termination & Default

16. This Joint Venture Agreement shall take effect from the date of its signing.

This Joint Venture Agreement shall be terminated by (i) the mutual consent of the Parties or (ii) upon earliest of the following occurrences:

16.1. the Parties have fulfilled their responsibilities and obligations and have liquidated the Contract;

16.2. the Parties agree to terminate this Agreement;

16.3. the Parties fail to submit a valid joint Tender, to the Employer;

16.4. the Parties are not successful in award of the tendered works;

16.5. tendering for Contract Package - MM3-CBS-UGC-01 under the Project is cancelled as notified by the Employer;

16.6. when all bonds and guarantees including counter-guarantees have been returned or have expired and any and all accounts have been closed without reserves;

16.7. twelve months from the date hereof subjected to extension if the Parties receive an award of tendered works.

NOTARY PUBLIC CITY OF MADRAS REG. No 31/11 GOVT. OF TAMILNADU

LARSEN & TOUBRO LIMITED Construction Chennai

Mumbai Metro Rail Corporation Ltd. CPM

0025

17. The Parties confirm that not any Party of this Joint Venture will, at its discretion, participate independently or in partnership with other Parties in tendering for this Contract Package - MM3-CBS-UGC-01. In the case where the Contract is awarded to this Joint Venture, no Party hereof will have the right to refuse to perform its responsibilities and obligations under this Agreement without the written consent of the other Parties in the Joint Venture. Should a Party of the Joint Venture refuses to fulfil its own responsibilities in accordance with this agreement, such Party ("Defaulting Party") shall be entirely responsible and liable to the other Party against any and all claims, damages, costs expenses etc., incurred by the other Party ("Non-Defaulting Party") as a result of such refusal by the Defaulting Party, which may be made by the Employer or any third parties, vendors, subcontractors etc., who are employed by the Joint Venture for the Project and including demands from statutory authorities and to this extent the Defaulting Party shall indemnify and hold harmless the Non-Defaulting Party.

If the defaulting Party does not remedy its default at the end of three months following receipt of a notice to remedy from the Non-Defaulting Party, then the defaulting Party will cease to be represented in the PMT and the SB and the Defaulting Party's seat will remain vacant until it has remedied such default. If, as a result of the exclusion of the Defaulting Party from the PMT, the voting right of the Defaulting Party shall be deemed to be automatically transferred to the Non-Defaulting Party. The provisions of this clause shall apply, mutatis mutandis, to all cases where a Party (a "Defaulting Party") is in default of its obligations hereunder which are capable of remedy and are not remedied upon receipt of written notice from the Non-Defaulting Party. If a Party becomes insolvent or bankrupt or enters into liquidation (in each case, an "Insolvent Party"), the Insolvent Party will cease to be represented in the PMT and the SB and the Insolvent Party's seat will remain vacant and the Insolvent Party will not be entitled to attend or vote at PMT or SB.

Nothing contained herein shall increase or decrease the initial proportionate liability of the Parties (in accordance with the respective Parties' Participation Shares) for losses suffered or sustained by the Joint Venture as a result of a Party becoming a Defaulting Party or an Insolvent Party. However, the Defaulting Party or Insolvent Party shall be responsible for the initial proportionate liability of the other Parties and any future liabilities of the other Parties and shall indemnify and hold harmless the other Party from all losses, damages, liabilities, obligations, responsibilities, arising out of any claim against the other Party, that may arise as a result of the Defaulting Party defaulting of its obligations under the Contract or this Agreement, which default being capable of remedy but is not remedied by the Defaulting Party or the Insolvent Party becoming insolvent. The provisions of this clause are without prejudice to the rights of the Non-Defaulting Party under this Agreement, Contract and applicable Law.

Notices

18. All notices under or arising out of this JVA shall be given in writing and delivered by hand, a reliable post or courier service, addressed to the respective representatives of Parties as follows, unless any change of address has been notified to the other Parties beforehand:

Company	**Larsen & Toubro Limited**	**Shanghai Tunnel Engineering Co., Ltd**
Address	P Box No 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089	No.1099, South Wan Ping Road Xuhui District, Shanghai – 200232, China
Attention	**S.V.DESAI**	**NG ENG ANN**
Designation	Vice President	General Manager of India Region

NOTARY PUBLIC CITY OF MADRAS GOVT. OF TAMILNADU

LARSEN & TOUBRO LIMITED Construction Chennai

Mumbai Metro Rail Corporation Ltd. CPM

SHANGHAI TUNNEL ENGINEERING CO LTD TEC

0026

Phone	+91-44-33192904	+86-21-53599950
Fax	044-3319 2990	+86-21-53599951
Email id	svd@lntecc.com	steven.ng@sucgi.in
Tax code	AAACL0140P	310104132222385
PoA date	6th February 2015	9th February 2015

Law & Dispute Resolution

19. The governing law of this JVA shall be the Law of India.

20. All disputes arising out of or in connection with this JVA ("**Dispute**") shall be first submitted for amicable settlement to the Parties' Board Member . Unless agreed otherwise by the Parties, such amicable settlement shall be concluded within 30 calendar days of the Dispute being initiated by written notice between the Parties, invoking this Clause.20.

21. Should any Party serve written notice upon the other Parties that the Dispute, or any part of the Dispute, remains unresolved after the Dispute is referred for amicable settlement as provided in Clause.20 ("**Remaining Dispute**"), then the Parties hereby agree that such Remaining Dispute shall be finally settled by arbitration before an Arbitral Tribunal consisting of three Arbitrators. Each Party shall appoint its nominee arbitrator and both the appointed arbitrators shall nominate the third arbitrator who shall act as the Presiding Arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and/or any statutory modifications thereof as applicable in India and the award rendered by the Arbitral Tribunal shall be final and binding on the Parties. The venue of Arbitration shall be in Delhi. All arbitration proceedings shall be conducted in the English language.

22. Recourse to amicable settlement or arbitration proceedings does not entitle any Party to suspend or delay in any manner whatsoever the execution of the Works or the fulfilment of any other obligation under or arising out of this Agreement or the Contract.

23. Pending the resolution of the dispute in accordance with this Article, the execution of the Contract shall continue without hindrance and nothing herein contained shall affect the right and authority of the JV from proceeding with its obligations under the Contract. None of the Parties shall be released from any of its obligations hereunder by reason of arbitration proceedings having been instituted.

24. The provisions of Clause.19, Clause.20 and Clause.21 shall survive the termination of this JVA.

Assignment, Entirety & Amendment

25. No Party shall assign or encumber its interests or any part thereof in this JVA or the Joint Venture to any third party, without obtaining the prior written consent of all of the remaining Parties.

26. This JVA constitutes the entire agreement between the Parties with respect to the Project, and supersedes any previous communication and/or agreement in relation thereto. Any amendment to this JVA shall be (i) in writing, (ii) expressly invoking this Clause.26, and (iii) be signed by the authorised representative of each Party. If any provision of this JVA is determined or declared to be invalid or unenforceable, such invalidity or unenforceability shall apply only to such provision and the remainder of this JVA shall continue in full force and effect.

NOTARY PUBLIC
R. JAYACHANDRAN B.A., B.L.
CITY OF MADRAS
REG. No. 81/11
GOVT. OF TAMILNADU

LARSEN & TOUBRO LIMITED Construction Chennai

Mumbai Metro Rail Corporation Ltd. CPM

SHANGHAI TUNNEL ENGINEERING CO. TEC

0027

27. If required, the Parties shall agree to enter into a detailed JV Agreement after award of Contract.

This Joint Venture Agreement is made in 2 originals of the same validity, with each party keeping 1 original.

IN WITNESS whereof the Parties have caused this JVA to be executed by their duly authorised and empowered representatives the day and the year first written above

For & on behalf of Lead Partner	
Signed by Mr S V Desai	Witnessed by
For & on behalf of	
Signed by Mr NG ENG ANN	Witnessed by

NOTARY PUBLIC
R. JAYACHANDRAN B.A., B.L.,
CITY OF MADRAS
REG. No. 81/11
GOVT. OF TAMILNADU

Office :
R. JAYACHANDRAN
ADVOCATE & NOTARY PUBLIC
Saidapet Bar Association
Saidapet, Chennai - 600015

0028

தமிழ்நாடு तमिलनाडु TAMILNADU

AA 948766

25 FEB 2015

V. HEMACHALAM
Stamp Vendor
L.C. No. A6/46153/81
42, VETHIYAR KANDA PILLAI STREET,
CHOOLAI, CHENNAI - 600 112.
Ph: 2, 9381004092

Supplementary Agreement to the Joint Venture Agreement dated 25th day of February 2015.

By and Between

LARSEN & TOUBRO LIMITED, a Company incorporated and existing under the laws of India, Registration # 4768/1945-46 having its Registered Office at L&T House, Ballard Estate, P.O. Box 278, Mumbai, 400 001 India (herein referred to as "**L&T**"),

AND

SHANGHAI TUNNEL ENGINEERING CO., LTD, a company incorporated and existing under the laws of China having its Registered Office at No.957, Haixu Road, Shanghai – 200137 China (herein referred to as "**STEC**")

On 29th January, 2016

This is a Supplementary Agreement to the Joint Venture Agreements, between "L&T-STEC", dated 25th February, 2015

Mumbai Metro Rail Corporation Ltd. CPM

28-a

The terms L&T – STEC shall wherever the context admits and means include its legal representatives, successors and assigns-in-interest. L&T – STEC have been referred in this agreement as "**Party**" or "**Parties**" wherever the context requires.

Herein after the earlier JV agreement dated 25th February, 2015 shall be referred as **"Joint Venture Agreement"** and this supplementary Agreement shall be referred as **"Supplementary Joint Venture Agreement".**

WHEREAS;

The "**Mumbai Metro Rail Corporation Limited - MMRCL**" (herein referred to as "Employer") has initiated the tender procedure for the "**MUMBAI METRO LINE 3 - COLABA-BANDRA-SEEPZ Project**" herein referred to as "**Project**". The Employer has issued the Invitation for bids, reference "**MM3-CBS-UGC-0914**" (herein referred to as "Invitation for Bids").

The Employer has issued the documents forming the instructions to tenderers, reference "**MM3-CBS-UGC-01**", (herein, including any of their addendums and amendments issued, referred to as "**Tender Documents**") with the purpose of governing the tendering procedure for the Tender forming part of the Project and in particular the "**Design and Construction of Underground Section including Four Underground Stations at Cuffe Parade, Vidhan Bhavan, Churchgate and Hutatma Chowk and Associated Tunnels together with Two Tunnel Sidings at Cuffe Parade**", herein referred to as "**Works**" issued through the Notice To Invitation (NIT) by Mumbai Metro Rail Corporation Ltd on 26th November 2014.

The Joint Venture is known as **L&T–STEC JV MUMBAI.**

The Parties entered into a Joint Venture Agreement dated 25th February 2015 to jointly participate in the bid.

The Joint Venture intent to announce has on 29th January 2016 entered into a Supplementary Joint Venture Agreement to amend clause no. 16.7 of the Joint Venture Agreement.

Now this Supplementary Joint Venture Agreement witnessed as follows:-

- **Amendment of Clause No. 16.7 :-**

Clause 16.7 shall read as "Twenty - Four months from the date hereof subjected to extension if the Parties receive an award of tendered works."

Save and except the modification incorporated above, all other conditions of the Joint Venture Agreement shall continue to bind the parties for this Supplementary Joint Venture Agreement services.

NOTARY PUBLIC

Mumbai Metro Rail Corporation Ltd. CPM

LARSEN & TOUBRO LIMITED Construction Chennai

SHANGHAI TUNNEL ENGINEERING CO LTD STEC

28-b

IN WITNESS WHEREOF, each Party has caused this Supplemental Joint Venture Agreement to be executed by its duly authorized representative as of the date first written above.

For and on behalf of Lead Partner (L&T)	
Mr. S.V.Desai	Witnessed by:
For and on behalf of (STEC)	
Mr. NG ENG ANN	Witnessed by:

R. JAYACHANDRAN
ADVOCATE & NOTARY PUBLIC
Saidapet Bar Association
Saidapet, Chennai - 600015

28C

The Client's certificate of completion

竣工验收报告

MMRC

Mumbai Metro Rail Corporation Limited
(JV of Govt. of India and Govt. of Maharashtra)

No. MMRCL/ML3/UGC-01/L&T-STEC JV/SO- 846/2023 Date: 06/04/2023

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that M/s L&T – STEC JV MUMBAI, a Joint Venture of Larsen & Toubro Limited and Shanghai Tunnel Engineering Co. Ltd. has been awarded the below mentioned work vide LOA letter no. MMRC/ML3/Projects/Civil Tender dated 01/07/2016 and is being executed by them. We also confirm that the details of the Project provided in the attached Tender format are correct.

Name of Work: UGC01 - Design and Construction of Underground Sections including Four Underground Stations at Cuffe Parade, Vidhan Bhavan, Churchgate and Hutatma Chowk and Associated Bored Tunnels together with two Tunnel Sidings at Cuffe Parade.

Name of Employer: Mumbai Metro Rail Corporation Limited

Name of Contractor: L&T-STEC JV MUMBAI

This certificate is issued upon the request of M/s L&T-STEC JV MUMBAI vide their letter dated 03/04/2023 and does not relieve M/s L&T-STEC JV MUMBAI from any of its obligations as per Contract.

(Ashok Bhasme)
Deputy General Manager (Civil)

Encl: statement showing the details of Mumbai Metro Line 3 – UGC 01 project.

CIN U60100MH2008SGC181770

Registered Office : MMRC Transit Office Building, 'A' Wing, 'E' Block, North Side of City Park, Behind Income Tax Office, Bandra Kurla Complex, Bandra East, Mumbai - 400 051.
T +91 22 2657 5200 F +91 22 2657 5122 E mumbaimetro3@mmrcl.com www.mmrcl.com

Accompanying letter No.MMRCL/ML3/UGC-01/L&T-STEC JV/SO-846/2023 dtd 06/04/2023

DETAILS OF MUMBAI METRO LINE-3 UGC 01 PROJECT

Name of the Project	Mumbai Metro Line 3-UGC 01
Agreement No. & Date	MM3-CBS-UGC-01 dated 24th August 2016
Name of the Employer	Mumbai Metro Rail Corporation Limited (MMRCL)
Name of Contractor	L&T-STEC JV MUMBAI
% share of each member in case of Joint Venture	Larsen & Toubro Limited- 65% Shanghai Tunnel Engineering Co., Ltd.- 35%
Commencement Date	18th July 2016
Date of Completion	10th January 2021 (Original) 22nd September 2023 (Revised)
Contract Value	Original: INR 2144,22,98,402 & USD 135,577,919
Value of Work done up to January 2023 (AIPC 75)	INR 2319.73 Crores & USD$ 125.22 million

Brief Scope of Work Executed:

Description	Dimension	Status
TBM Tunnel	Upline tunnel: 2.93 Km & Down line tunnel: 2.96 Km Internal Dia. 5.8 m	Completed. E&M installations in progress
Tunnel by NATM	Upline Tunnel: 199.1 m & Down line Tunnel: 200.19m	Completed. E&M installations in progress
Under Ground Metro Stations	4 nos. Cuffe Parade Station (394.65m x 21.2m x 18.92m); Vidhan Bhavan Station (224.00m x 21.2m x 20.15m); Churchgate Station (250.00m x 21.2m x 19.13m); Hutatma Chowk Station (233.00m x 16.15m x 20.03m) and platform tunnel by NATM Method.	Station Box structure completed. Entry/ Exit works, Architectural finishes and E&M installations in progress

6/4/2023

Supporting Document for Client

雇主/客户及其联络方式证明

MMRC

Mumbai Metro Rail Corporation Limited
(JV of Govt. of India and Govt. of Maharashtra)

No. MMRCL/ML3/UGC-01/L&T-STEC JV/SO- 846/2023 Date: 06/04/2023

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that M/s L&T – STEC JV MUMBAI, a Joint Venture of Larsen & Toubro Limited and Shanghai Tunnel Engineering Co. Ltd. has been awarded the below mentioned work vide LOA letter no. MMRC/ML3/Projects/Civil Tender dated 01/07/2016 and is being executed by them. We also confirm that the details of the Project provided in the attached Tender format are correct.

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Name of Employer: Mumbai Metro Rail Corporation Limited

Name of Contractor: L&T-STEC JV MUMBAI

This certificate is issued upon the request of M/s L&T-STEC JV MUMBAI vide their letter dated 03/04/2023 and does not relieve M/s L&T-STEC JV MUMBAI from any of its obligations as per Contract.

(Ashok Bhasme)
Deputy General Manager (Civil)

Encl: statement showing the details of Mumbai Metro Line 3 – UGC 01 project.

CIN U60100MH2008SGC181770

Registered Office : MMRC Transit Office Building, 'A' Wing, 'E' Block, North Side of City Park, Behind Income Tax Office, Bandra Kurla Complex, Bandra East, Mumbai - 400 051.
T +91 22 2657 5200 F +91 22 2657 5122 E mumbaimetro3@mmrcl.com www.mmrcl.com

Accompanying letter No.MMRCL/ML3/UGC-01/L&T-STEC JV/SO-846/2023 dtd 06/04/2023

DETAILS OF MUMBAI METRO LINE-3 UGC 01 PROJECT

Name of the Project	Mumbai Metro Line 3-UGC 01
Agreement No. & Date	MM3-CBS-UGC-01 dated 24th August 2016
Name of the Employer	Mumbai Metro Rail Corporation Limited (MMRCL)
Name of Contractor	L&T-STEC JV MUMBAI
% share of each member in case of Joint Venture	Larsen & Toubro Limited- 65% Shanghai Tunnel Engineering Co., Ltd.- 35%
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6/4/2023

BQ Grand Summary
工程量清单总汇表

1.7. Pricing Summary

Price Centre	Description	Amount in Rupees	Amount in Japanese Yen NIL	Amount in Foreign currency No. 1 [1&2]	Amount in Foreign currency No. 2 [1&2] NIL
B	Cuffe Parade Station	364,09,77,	201·00	14,833,	284·00
C	Vidhan Bhavan Station	376,29,75,	423·00	15,540,	911·00
D	Churchgate Station	366,99,88,	455·00	15,229,	350·00
E	Hutatma Chowk Station	385,04,28,	237·00	14,978,	956·00
F	Section (1) Turn back/stabling siding tunnels (2 No.) at the Southern end of Cuffe Parade Station	85,29,61,1	54·00	2,377,0	70·00
G	Section (2) Cuffe Parade Station to Vidhan Bhavan Station	235,77,33,	400·00	31,091,	348·00
H	Section (3) Vidhan Bhavan Station to Churchgate Metro Station	94,07,28,	627·00	11,011,	463·00
I	Section (3) Churchgate Metro Station to Hutatma Chowk Station	131,95,89,	117·00	17,937,	205·00
J	Section (3) Hutatma Chowk Station to C.S.T. Metro Station	98,98,36,	824·00	12,457,	319·00
K	Alice Sub-Station Building	5,70,79,9	64·00	121,0	13·00
	TENDER TOTAL [3]	2144,22,	98,402·00	135,57	7919·00
	EQUIVALENT TENDER TOTAL IN USD	479, 267,837·00			

TENDER TOTAL [4]: USD Four hundred Seventy Nine Million Two hundred Sixty Seven thousand Eight hundred Thirty Seven US DOLLAR Only.

L&T-STEC JV MUMBAI MUMBAI (INDIA)

Notes:

1) Payments for this Contract will be made in Indian Rupees, Japanese Yen and/or maximum two other international currencies (USD and EURO), if the Contractor so desires, or in a combination of all four currencies.
2) Insert one currency symbol as appropriate.
3) The Project is eligible for deemed export benefits as per Government for India notification Public Notice No. 1(FT)/DEA/2010 dated 5th May 2010.
4) The Bidder shall complete the equivalent Tender Total in USD in words above.
5) If the Bidder offers any discount, he is to indicate the discount in the Table - 2 below.
6) Provisional Sum for the Contract shall be decided by the Employer during the execution of the Works.
7) (i) For any variation by increase / decrease in station size the Price Centre of that station in the Table 1.7 of Price Summary shall be adjusted on prorata basis on 70% on the value in the respective Price Centre in Table 1.7 after excluding provision for 'E & M and Building Services' for that station in the Schedule of Payments. This variation may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case extra amount of reduction shall be recovered from the Contractor)
   (ii) Similarly for tunnel: "For any variation by increase / decrease in tunnel length the Price centre of that item in the Table 1.7 of the Price Summary shall be adjusted on prorata basis on 70% of the Price Centre in Table 1.7 This variation may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case extra amount of reduction shall be recovered from the Contractor).
   (iii) Due to the variation as mentioned in Note No. 7 (i) and or (ii) as above or because of the changes done in Amendment No 3, if any adjustments in internal structural elements of the building such as walls, ducts, shafts, finishes etc., the Contractor shall not be paid any extra cost.
8) The Adjustments for Changes in Costs shall be paid as per the Base Date mentioned in the bid documents.

Table – 1: Country of Origin Declaration Form (ITB 14.1)

Item	Description	Code	Country
	— As per Tender —		

L&T-STEC JV MUMBAI (INDIA)

Table – 2: Delete ~~Possible Combinations for Discounts for All Seven Packages~~

L&T-STEC JV MUMBAI MUMBAI (INDIA)

Table 3:- Indices for Each Factor for Each Currency of Payment.

Index for: (factor)	Currency of payment	Currency of Index	Name / Published Source of Index	Base Value on Base Date.
Labour	Indian Rupees	Indian Rupees	Basic Consumer Price Index Number for Industrial Workers (Base Year 2001 = 100) published by Ministry of Labour & Employment, Labour Bureau, Gov. of India as applicable to Mumbai on the date 28 days preceding the last date prescribed for receipt of bid	*
Steel	Indian Rupees	Indian Rupees	Basic Wholesale Price Index of Steel (Base Year 2004-05 = 100) as prepared by Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, on the date 28 days preceding the last date prescribed for receipt of bid.	*
Cement	Indian Rupees	Indian Rupees	Basic Wholesale Price Index of CEMENT & LIME (Base Year 2004-05 = 100) as prepared by Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India on the date 28 days preceding the last date prescribed for receipt of bid.	*
Fuel	Indian Rupees	Indian Rupees	Average price of High Speed Petrol and Diesel for Mumbai on the date 28 days preceding the last	*

L&T-STEC JV MUMBAI MUMBAI (INDIA)

			date prescribed for receipt for the bid.	
Machinery	Indian Rupees	Indian Rupees	Basic Wholesale Price Index of CONSTRUCTION MACHINERY (Base Year 2004-05 = 100) as prepared by Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India on the date 28 days preceding the last date prescribed for receipt of bid	*
Labour	Japanese Yen	*	*	*
Steel	Japanese Yen	US Dollars	CRUspi Asia**	
Cement	Japanese Yen	*	*	*
Fuel	Japanese Yen	US Dollars	London Brent Crude (ICE)	
Machinery	Japanese Yen	*	*	*
			Index numbers of the costs of labour and	
Labour	Foreign Currency 1* US DOLLAR	* HONGKONG DOLLAR	materials used in Public Sector Construction Projects (APRIL 2003=100) Published by Census and Static Department, Hongkong Special Administrative Region.	
Steel	Foreign Currency 1*	US Dollars	CRUspi Asia**	
			Index numbers of the costs of labour and	
Cement	Foreign Currency 1* US DOLLAR	* HONGKONG DOLLAR	materials used in Public Sector Construction Projects (April 2003=100) Published by Census and Static Department, Hongkong Special Administrative Region.	
Fuel	Foreign Currency 1*	US Dollars	London Brent Crude (ICE)	
			Quarterly Producer Price Indices of	
Machinery	Foreign Currency 1* US DOLLAR	* HONGKONG DOLLAR	Selected Service Industries (2001=100) Published by Census & Static Department Hongkong Special Administrative Region.	
Labour	Foreign Currency 2*	*	*	*
Steel	Foreign Currency 2*	US Dollars	CRUspi Asia**	
Cement	Foreign Currency	*	*	*

L&T-STEC JV MUMBAI MUMBAI (INDIA)

	2*			
Fuel	Foreign Currency 2*	US Dollars	London Brent Crude (ICE)	
Machinery	Foreign Currency 2*	*	*	*

* To be completed by Tenderer. For Labour and Cement, the Published Source of Index shall be from Hong Kong for Asia region and UK for Europe region.

** Appropriate CRUspi – North America/Europe/Asia/Global to be indicated by Tenderer. If nothing is indicated the Employer will decide the most appropriate Index Source to be used for that currency at its sole discretion.

The Adjustments for Changes in Costs shall be paid as per the Base Date mentioned in the bid documents

Table 3 Notes;

1. The Tenderer must complete Table 3 by specifying indices applicable to the appropriate industry in the country of origin on the Base Date and the date for adjustment, respectively (published by a credible Government source or other labour/price index published by an international funding/financing agency relevant to the country/continent, independent of the Tenderer.), excepting for the indices for Indian Rupees. Table 3 can include up to four indices for each currency.
2. If the currency of index is different from the currency of payment, a correction factor will be applied as specified in PCC 13.8.2 a).
3. Completion of the Base Value on the base date is desirable but not mandatory.
4. Price Adjustment formula for foreign currency shall apply to imported materials, Steel, Cement, Fuel, machinery and foreign labour. The Contractor shall submit evidence of these purchases and with the Engineer's confirmation of delivery to the project Site
5. The nominated foreign currency in Price Adjustment formula shall be applicable to Table 1.7 Pricing Summary of Pricing documents.

Authorised Signatory for the Tenderer with Company Seal.

L&T-STEC JV MUMBAI MUMBAI

Date 17th February 2016. Name S. V. DESAI.

Address L&T STEC JV MUMBAI.
P.O.Box 979, TC-3, TOWER A.
MOUNT POONAMALLE ROAD
MANAPAKKAM, CHENNAI - 600089.

Schedule of Payments

Price Centre "A" Preliminaries shall equal 7.5% of the Price Centre Totals for Price Centres B to K.

Price Centre	Description	Unit	Qty	Percentage for Sub-Items
A	Preliminaries (7.5%)			
A1	Contractual Submissions			
A1.1	Submission of PII, Bond, insurances, etc.	Item	1	4.00
A2	General Items			
A2.1	Initial Works Programme,	Item	1	2.00
A2.2	Works Programme updates, revisions and Three Month Rolling Programme	No	60	6.00
A2.3	Monthly Progress Report	No	60	6.00
A2.4	Design Manual & Programme for Design Deliverables (Design Units)	Item	1	4.00
A2.5	Quality Assurance & Quality Control Plans & Audits	No	20	8.00
A2.6	Interface Management Plan & Audits	No	20	8.00
A2.7	Interface Matrix and Specific Contract Interface Sheets	Item	1	4.00
A2.8	All Interface management and coordination, including provision of services, for the Interfacing Contractors	No	20	10.00
A2.9	Interface management and coordination from the issue of Taking Over Certificate until start of Revenue Services. (Employer to instruct if required.)	No	6	2.00
A2.10	Station Coordination Installation Plan for Each Station on a Room by Room Basis	No	60	6.00
A2.11	Project Management Information System	No	60	4.00
A2.12	Contractor's Staff Organisation Plan & Key Staff. (Key Staff payment deduction,	No	60	4.00

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description	Unit	Qty	Percentage for Sub-Items
	refer to Clause 1.3.1 above.)			
A2.13	OHS&E Plan Submission	Item	1	4.00
A2.14	Compliance with Occupational Safety, Health and Environmental Plan & Audits	No	20	12.00
A2.15	Environmental Management Plan & Audits to include; Spoils Management, Diesel Emission Mitigation and Dust Control Plans & Audits	No	20	4.00
A2.16	Comprehensive Testing and Commissioning Programme	No	20	4.00
A2.17	Schedule of Spare Parts	Item	1	2.00
A2.18	Training Plan, Updates and Audits	No	20	4.00
A2.19	All other Items that are included or inferred in the Employer's Requirements , Section VI	Item	1	2.00
			Total for Price Centre A	100%

The above total for Price Centre A shall be equal to 7.5% of the sum of the total amount for each Price Centre "B to K", but is not required to be inserted into the Pricing Summary in Sub-Clause 1.7 above.

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
B	Cuffe Parade Station	
B1.0	General	
B1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	3.00
B1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc.(EBS)	0.20
B1.3	Submit and obtain the Engineer's Notice of No Objection of the detailed site and Ground investigation Reports, including, but not limited to, bore logs, laboratory testing and interpretive reports.	0.10
B1.4	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures, etc. Payment: i) 50% complete (50%) ii) 100% complete (100%)	0.20
B1.5	Submit and obtain the Engineer's Notice of No Objection of the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals.	0.50
B1.6	Submit and obtain the Engineer's Notice of No Objection of the Utilities (including sewers/drains, etc.) Diversion Plan including	0.20

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	drawings identifying existing utilities, drawings identifying proposed diversions and protection works, drawings for details of diversion and protection works, programme for diversion and protection works, explanatory narrative reports, etc. and obtain necessary approvals of the appropriate authorities on the proposals.	
B2.0	Civil/Structural Works	
B2.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.50
B2.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary roads, footpaths, lighting, signage, traffic lights, road markings, etc. and arranging the diversion of traffic.	0.80
B2.3	Reinstatement of existing roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, road marking, signage, traffic lights, lighting, etc.	2.50
B2.4	Excavation and construction of RCC diaphragm walls/Secant-pile walls/RCC lining walls complete in all respects including removal of excavated material from site, tests upon completion, etc. and provide as-built records.	15.014.00
B2.5	Excavate the station volume within the diaphragm wall/Secant-piles walls and up to the required level in all kinds of soil/rock including the removal of the excavated material, the provision of temporary walers/ struts /supports/Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection including removal of tress and surface furniture provision of temporary decking for temporary traffic and works areas and dewatering measures including cut off testing	11.810.40

L&T-STEC, JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.	
B2.6	Construction of the reinforced concrete base slab complete in all respects, including the provision of blinding, drainage and waterproofing layers and providing a watertight connection into the diaphragm wall/secant-piles wall/RCC lining wall, etc. and provide as-built records.	8.5~~7.50~~
B2.7	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the base slab to the top of the concourse level slab including the provision of waterproofing and protection layers and provide as-built records.	10.5~~9.50~~
B2.8	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the concourse level slab to the top of the top level slab including the provision of waterproofing and protection layers and provide as built records.	10.5~~9.50~~
B2.9	Construction of internal walls and floors and other RCC works to form above ground structures, plant rooms, lobbies, toilets, ventilation shafts and other internal rooms and areas, and form breakthrough of the diaphragm walls/Head Walls/RCC lining Walls for external connections including the removal of debris and forming water tight connections.	3.00
B2.10	Construction of underground and above ground structures external to the station box including entrances, subways, walkways and ancillary plant buildings. To include all temporary works including excavation, excavation lateral support, dewatering, etc.	11.00
B2.11	Construction of the platform area structure complete with void for mechanical area and drainage beneath and construction of the	1.00

L&T-STEC, JV MUMBAI MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	internal lining to the platform/track, concourse and mezzanine (where applicable) levels complete with drainage including construction of first stage concrete in track bed area, if required.	
B2.12	Construction of all lift shafts, escalator support structures and staircase structures including necessary inserts for installation and maintenance of lifts and escalators.	1.50
B2.13	Reinstatement of soft and hard landscape affected by the construction of the underground station including provision of additional soft and hard landscaping to integrate the station into its environs.	1.00
B2.14	Placement of compacted soil to reinstate the ground level above the station and reinstate drainage works affected by the construction.	2.00
B3.0	E&M and Building Services	
B3.1	All Electrical, Mechanical and Building Services works including design, manufacturing, delivery, installation, testing and commissioning, along with the supply of all related spares, documentation and training, etc. as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	7.0 ~~12.40~~
B4.0	Architectural and Builder's Works (ABWF)	
B4.1	All Architectural Builder's Works and Finishes (including station signage, all internal and external cladding) including design, manufacturing, delivery, installation and testing as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	6.20

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
B5.0	All Remaining Works:	
B5.1	All remaining works as shown in the Employer's drawings and Specifications.	3.00
	Total for Price Centre B	100%

The above total for Price Centre B shall be equal to 92.5% of the Sum inserted for Price Centre B in the Pricing Summary in Clause 1.7 above.

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
C	Vidhan Bhavan Station	
C1.0	General	
C1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) ii) Good For Construction Drawings Issued (90%) iii) As Built Drawings (100%)	2.7
C1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc.(EBS)	0.2
C1.3	Submit and obtain the Engineer's Notice of No Objection of the detailed site and Ground investigation Reports, including, but not limited to, bore logs, laboratory testing and interpretive reports.	0.1
C1.4	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures, etc. Payment: i) 50% complete (50%) ii) 100% complete (100%)	0.2
C1.5	Submit and obtain the Engineer's Notice of No Objection of the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals.	0.4
C1.6	Submit and obtain the Engineer's Notice of No Objection of the Utilities (including sewers/drains, etc.)Diversion Plan including drawings identifying existing utilities, drawings identifying	0.2

L&T-STEC JV MUMBAI MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	proposed diversions and protection works, drawings for details of diversion and protection works, programme for diversion and protection works, explanatory narrative reports, etc. and obtain necessary approvals of the appropriate authorities on the proposals.	
C2.0	Civil/Structural Works	
C2.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.4
C2.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary roads, footpaths, lighting, signage, traffic lights, road markings, etc. and arranging the diversion of traffic.	0.7
C2.3	Reinstatement of existing roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, road marking, signage, traffic lights, lighting, etc.	2.2
C2.4	Excavation and construction of RCC diaphragm walls/Secant-pile walls/RCC lining walls complete in all respects including removal of excavated material from site, tests upon completion, etc. and provide as-built records.	13.6~~12.6~~
C2.5	Excavate the station volume within the diaphragm wall Secant-piles walls and up to the required level in all kinds of soil/rock including the removal of the excavated material, the provision of temporary walers / struts /supports/Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection including removal of tress and surface furniture, provision of temporary decking for temporary traffic and works areas and dewatering measures including cut off testing and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting	10.7~~9.3~~

L&T-STEC JV MUMBAI MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.	
C2.6	Construction of the reinforced concrete base slab complete in all respects including the provision of blinding, drainage and waterproofing layers and providing a watertight connection into the diaphragm wall/secant-piles wall/RCC lining wall, etc. and provide as-built records.	7.0~~6.0~~
C2.7	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the base slab and the top of the concourse (intermediate)level slab including the provision of waterproofing and protection layers and provide as-built records.	7.7~~6.7~~
C2.8	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the concourse (Intermediate) level slab to the top of the Mezzanine level slab including the provision of waterproofing and protection layers and provide as-built records.	7.5~~6.5~~
C2.9	Construction of the reinforced concrete columns, slabs, beams and end walls for the structure between the top of the Mezzanine level slab and the top of the top level slab including the provision of waterproofing and protection layers and provide as built records.	4.6
C2.10	Construction of internal walls and floors and other RCC works to form above ground structures, plant rooms, lobbies, toilets, ventilation shafts and other internal rooms and areas, and form breakthrough of the diaphragm walls/Head Walls/RCC lining Walls (where necessary)for external connections including the removal of debris and forming water tight connections.	2.7
C2.11	Construction of underground and above ground structures external to the station box including entrances, subways, walkways and ancillary plant buildings~~(including construction of subway connecting station to Mantralaya and New Administrative Building)~~. To include all temporary works including excavation, excavation lateral support, dewatering, etc.	19.0
C2.12	Construction of the platform area structure complete with void for mechanical area and drainage beneath and construction of the internal lining to the platform/track, concourse and mezzanine (where applicable) levels complete with drainage	0.9

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	including construction of first stage concrete in track bed area, if required.	
C2.13	Construction of all lift shafts, escalator support structures and staircase structures including necessary inserts for installation and maintenance of lifts and escalators.	1.3
C2.14	Reinstatement of soft and hard landscape affected by the construction of the underground station including provision of additional soft and hard landscaping to integrate the station into its environs.	0.9
C2.15	Placement of compacted soil to reinstate the ground level above the station and reinstate drainage works affected by the construction.	1.8
C3.0	E&M and Building Services	
C3.1	All Electrical, Mechanical and Building Services works including design, manufacturing, delivery, installation, testing and commissioning, along with the supply of all related spares, documentation and training, etc. as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) i) All complete (100%)	7.0~~12.4~~
C4.0	Architectural and Builder's Works (ABWF)	
C4.1	All Architectural Builder's Works and Finishes (including station signage, all internal and external cladding) including design, manufacturing, delivery, installation and testing as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) ii) All complete (100%)	6.2
C5.0	All Remaining Works:	
C5.1	All remaining works as shown in the Employer's drawings and Specifications.	2.0
	Total for Price Centre C	100%

L&T-STEC JV MUMBAI MUMBAI (INDIA)

The above total for Price Centre C shall be equal to 92.5% of the Sum inserted for Price Centre C in the Pricing Summary in Clause 1.7 above.

L&T-STEC JV MUMBAI MUMBAI (INDIA)

5)

Price Centre	Description.	Percentage for Sub-Items
D	Churchgate Station	
D1.0	General	
D1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	2.8
D1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc.(EBS)	0.2
D1.3	Submit and obtain the Engineer's Notice of No Objection of the detailed site and Ground investigation Reports, including, but not limited to, bore logs, laboratory testing and interpretive reports.	0.1
D1.4	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures, etc. Payment: i) 50% Complete (50%) ii) 100% complete (100%)	0.2
D1.5	Submit and obtain the Engineer's Notice of No Objection of the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals.	0.5
D1.6	Submit and obtain the Engineer's Notice of No Objection of the Utilities (including sewers/drains, etc.) Diversion Plan including	0.2

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	drawings identifying existing utilities, drawings identifying proposed diversions and protection works, drawings for details of diversion and protection works, programme for diversion and protection works, explanatory narrative reports, etc. and obtain necessary approvals of the appropriate authorities on the proposals.	
D2.0	Civil/Structural Works	
D2.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.5
D2.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary roads, footpaths, lighting, signage, traffic lights, road markings, etc. and arranging the diversion of traffic.	0.7
D2.3	Reinstatement of existing roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, road marking, signage, traffic lights, lighting, etc.	2.3
D2.4	Excavation and construction of RCC diaphragm walls/Secant-pile walls/RCC lining walls complete in all respects including removal of excavated material from site, tests upon completion, etc. and provide as-built records.	14.0~~13.0~~
D2.5	Excavate the station volume within the diaphragm wall Secant-piles walls and up to the required level in all kinds of soil/rock in the cut & cover portion of station including the removal of the excavated material, the provision of temporary walers / struts /supports/Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection including removal of tress and surface furniture, provision of temporary decking for temporary traffic and works areas and dewatering measures	10.8~~9.7~~

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	including cut off testing and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.	
D2.6	Construction of the reinforced concrete base slab complete in all respects including the provision of blinding, drainage and waterproofing layers and providing a watertight connection into the diaphragm wall/secant-piles wall/RCC lining wall, etc. and provide as-built records.	8.0~~7.0~~
D2.7	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the base slab to the top of the concourse level slab including the provision of waterproofing and protection layers and provide as-built records.	9.8~~8.8~~
D2.8	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the concourse level slab and the top of the top level slab including the provision of waterproofing and protection layers and provide as built records.	9.8~~8.8~~
D2.9	Construction of internal walls and floors and other RCC works to form above ground structures, plant rooms, lobbies, toilets, ventilation shafts and other internal rooms and areas, and form breakthrough of the diaphragm walls/Head Walls/RCC lining Walls(where necessary) for external connections including the removal of debris and forming water tight connections.	2.8
D2.10	Construction of underground and above ground structures external to the station box including entrances, subways, walkways and ancillary plant buildings~~(including subway connecting station to existing pedestrian subway and suburban railway station)~~. To include all temporary works including excavation, excavation lateral support, dewatering, etc.	16.3

L&T-STEC JV MUMBAI MUMBAI (INDIA)

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Price Centre	Description.	Percentage for Sub-Items
D2.11	Construction of the platform area structure complete with void for mechanical area and drainage beneath and drainage beneath and construction of the internal lining to the platform/track, concourse and mezzanine (where applicable) levels complete with drainage including construction of first stage concrete in track bed area, if required.	0.9
D2.12	Construction of all lift shafts, escalator support structures and staircase structures including necessary inserts for installation and maintenance of lifts and escalators.	1.4
D 2.13	Reinstatement of soft and hard landscape affected by the construction of the underground station including provision of additional soft and hard landscaping to integrate the station into its environs.	0.9
D2.14	Placement of compacted soil to reinstate the ground level above the station and reinstate drainage works affected by the construction.	1.9
D3.0	E&M and Building Services	
D3.1	All Electrical, Mechanical and Building Services works including design, manufacturing, delivery, installation, testing and commissioning, along with the supply of all related spares, documentation and training, etc. as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	7.0~~12.1~~
D4.0	Architectural and Builder's Works (ABWF)	
D4.1	All Architectural Builder's Works and Finishes (including station signage, all internal and external cladding) including design, manufacturing, delivery, installation and testing as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%)	6.2

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
	iii) 70% Installation complete (75%) iv) All complete (100%)	
D5.0	All Remaining Works:	
D5.1	All remaining works as shown in the Employer's drawings and Specifications.	2.7
	Total for Price Centre D	100%

The above total for Price Centre D shall be equal to 92.5% of the Sum inserted for Price Centre D in the Pricing Summary in Clause 1.7 above.

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description.	Percentage for Sub-Items
E	Hutatma Chowk Station (NATM)	
E1.0	General	
E1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	2.5
E1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc.(EBS)	0.20
E1.3	Submit and obtain the Engineer's Notice of No Objection of the detailed site and Ground investigation Reports, including, but not limited to, bore logs, laboratory testing and interpretive reports.	0.10
E1.4	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures, etc. Payment: i) 50% Complete (50%) ii) 100% complete (100%)	0.20
E1.5	Submit and obtain the Engineer's Notice of No Objection of the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals.	0.40
E1.6	Submit and obtain the Engineer's Notice of No Objection of the Utilities (including sewers/drains, etc.) Diversion Plan including	0.20

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Price Centre	Description.	Percentage for Sub-Items
	drawings identifying existing utilities, drawings identifying proposed diversions and protection works, drawings for details of diversion and protection works, programme for diversion and protection works, explanatory narrative reports, etc. and obtain necessary approvals of the appropriate authorities on the proposals.	
E2.0	Civil/Structural Works	
E2.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.40
E2.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary roads, footpaths, lighting, signage, traffic lights, road markings, etc. and arranging the diversion of traffic.	0.80
E2.3	Reinstatement of existing roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, road marking, signage, traffic lights, lighting, etc.	1.2
E2.4	Excavation and construction of RCC diaphragm walls/Secant-pile walls/RCC lining walls complete in all respects in cut & cover portion of the station including removal of excavated material from site, tests upon completion, etc. and provide as-built records.	11.0~~10.00~~
E2.5	Excavate the station volume within the diaphragm wall Secant-piles walls and up to the required level in all kinds of soil/rock in the cut & cover portion of station including the removal of the excavated material, the provision of temporary walers / struts /supports/Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection including removal of tress and surface furniture, provision of temporary decking for	6.8~~5.5~~

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Price Centre	Description.	Percentage for Sub-Items
	temporary traffic and works areas and dewatering measures including cut off testing and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.	
E2.6	Construction of the reinforced concrete base slab complete in all respects including the provision of blinding, drainage and waterproofing layers and providing a watertight connection into the diaphragm wall/secant-piles wall/RCC lining wall, etc. in the Cut and Cover portion of the station and provide as-built records.	7.0~~6.00~~
E2.7	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the base slab and the top of the mezzanine (intermediate) level slab including the provision of waterproofing and protection layers in the Cut and Cover portion of the station and provide as-built records.	6.5~~5.5~~
E2.8	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the Mezzanine (Intermediate) level slab and the top of the concourse level slab including the provision of waterproofing and protection layers in the Cut and Cover portion of the station and provide as-built records.	5.8~~4.8~~
E2.9	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the concourse level slab and the top of the top level slab including the provision of waterproofing and protection layers in the Cut and Cover portion of the station and provide as built records.	5.5
E2.10	Construction of internal walls and floors and other RCC works to form above ground structures, plant rooms, lobbies, toilets, ventilation shafts and other internal rooms and areas, and form breakthrough of the diaphragm walls/Head Walls/RCC lining Walls (where necessary) for external connections including the	2.5

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Price Centre	Description.	Percentage for Sub-Items
	removal of debris and forming water tight connections.	
E2.11	Construction of tunnel(s) to house the track and platform, etc. within the station portion, including construction of cross-passages, by NATM method complete in all respects including all temporary /permanent support, lining, waterproofing, pressure grouting the lining, ground treatment, dewatering, instrumentation, monitoring, Reporting, EBS Protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished tunnel profile in the station area, etc., and provide as-built records.	19.5
E2.12	Construction of underground and above ground structures external to the station box including entrances, subways, walkways and ancillary plant buildings. To include all temporary works including excavation, excavation lateral support, dewatering, etc.	9.5
B2.13	Construction of the platform area structure complete with void for mechanical area and drainage beneath and construction of the internal lining to the platform/track, concourse and mezzanine (where applicable) levels complete with drainage including construction of first stage concrete in the track bed area in NATM tunnel/cut and cover portion, if required.	0.80
E2.14	Construction of all lift shafts, escalator support structures and staircase structures including necessary inserts for installation and maintenance of lifts and escalators.	1.20
E2.15	Reinstatement of soft and hard landscape affected by the construction of the underground station including provision of additional soft and hard landscaping to integrate the station into its environs.	0.30
E2.16	Placement of compacted soil to reinstate the ground level above the station and reinstate drainage works affected by the	0.80

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Price Centre	Description.	Percentage for Sub-Items
	construction.	
E3.0	E&M and Building Services	
E3.1	All Electrical, Mechanical and Building Services works including design, manufacturing, delivery, installation, testing and commissioning, along with the supply of all related spares, documentation and training, etc. as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	7.0~~12.3~~
E4.0	Architectural and Builder's Works (ABWF)	
E4.1	All Architectural Builder's Works and Finishes (including station signage, all internal and external cladding) including design, manufacturing, delivery, installation and testing as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	6.8
E5.0	All Remaining Works:	
E5.1	All remaining works as shown in the Employer's drawings and Specifications.	3.0
	Total for Price Centre E	100%

The above total for Price Centre E shall be equal to 92.5% of the Sum inserted for Price Centre E in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description	Percentage for Sub-Items
F	Section (1) Turn back/stabling siding tunnels (2 No.) at the Southern end of Cuffe Parade Station	
F1.0	General	
F1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	3.00
F1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.50
F1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS)	0.50
F1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	1.00
F2.0	Tunnelling	
F2.1	Construction of Turn Back/Stabling tunnels by NATM method complete in all respects including all temporary /permanent support, lining, waterproofing, pressure grouting the lining, ground treatment, dewatering, instrumentation, monitoring, Reporting, EBS Protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished tunnel profile, and provide as-built records.	78.00
F2.2	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	6.00

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Price Centre	Description	Percentage for Sub-Items
F2.3	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	2.00
F2.4	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	2.00
F2.5	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	1.00
F3.0	All Remaining Works	
F3.1	All remaining works as shown in the Employer's drawings and Specifications including walkways, drainage system, first pour concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	6.00
	Total for Price Centre F	100%

The above total for Price Centre F shall be equal to 92.5% of the Sum inserted for Price Centre F in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description	Percentage for Sub-Items
G	Section (2) Tunnels from Cuffe Parade Station to Vidhan Bhavan Station	
G1.0	General	
G1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	3.00
G1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.50
G1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS).	1.00
G1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	0.50
G2.0	Tunnelling	
G2.1	The design, procurement, delivery of the Tunnel Boring Machines (at least two for the contract package), plus site assembly of the TBMs at the base of the launching shaft/station. Design shall include obtaining the Engineer's Notice of No Objection to the design details and the proposed method of operation of the TBM which shall include an assessment of the impacts of the TBM operation on the environs through which it will pass, including the existing adjacent buildings, structures, water wells, railway facilities, etc. (EBS) Payment on: i) Confirmation of Procurement (30%) ii) Delivery to site (50%) iii) Full Assembly in position at Site (75%) iv) Successful trial working (after 100m) (100%)	10.00
G2.2	Establishment, including dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery,	4.00

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Price Centre	Description	Percentage for Sub-Items
	etc.	
G2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and shall have proper drainage and clean and safe access routes shall be maintained to the work face.	66.00
G2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer.	2.00
G2.5	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	4.00
G2.6	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	1.00
G2.7	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	1.00
G2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	1.00
G3.0	All Remaining Works	
G3.1	All remaining works as shown in the Employer's drawings and Specifications including walkways, drainage system, first pour	6.00

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Price Centre	Description	Percentage for Sub-Items
	concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	
	Total for Price Centre G	100%

The above total for Price Centre G shall be equal to 92.5% of the Sum inserted for Price Centre G in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description	Percentage for Sub-Items
H	Section (3) Tunnels from Vidhan Bhavan Station to Churchgate Metro Station	
H1.0	General	
H1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	3.00
H1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.50
H1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS)	1.00
H1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	0.50
H2.0	Tunnelling	
H2.1	The design, procurement, delivery of the Tunnel Boring Machines (at least two for the contract package), plus site assembly of the TBMs at the base of the launching shaft/station. Design shall include obtaining the Engineer's Notice of No Objection to the design details and the proposed method of operation of the TBM which shall include an assessment of the impacts of the TBM operation on the environs through which it will pass, including the existing adjacent buildings, structures, water wells, railway facilities, etc. (EBS) Payment on: i) Confirmation of Procurement (30%) ii) Delivery to site (50%) iii) Full Assembly in position at Site (75%) iv) Successful trial working (after 100m) (100%)	10.00
H2.2	Establishment, including dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and	4.00

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Price Centre	Description	Percentage for Sub-Items
	stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery, etc.	
H2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and shall have proper drainage and clean and safe access routes shall be maintained to the work face.	66.00
H2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer.	2.00
H2.5	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	4.00
H2.6	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	1.00
H2.7	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	1.00
H2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	1.00
H3.0	All Remaining Works	

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Price Centre	Description	Percentage for Sub-Items
H3.1	All remaining works as shown in the Employer's drawings and Specifications including walkways, drainage system, first pour concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	6.00
	Total for Price Centre H	100%

The above total for Price Centre H shall be equal to 92.5% of the Sum inserted for Price Centre H in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description	Percentage for Sub-Items
I	Section (4) Tunnel from Churchgate Metro Station to Hutatma Chowk Station	
I1.0	General	
I1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	3.00
I1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.50
I1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS)	1.00
I1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	0.50
I2.0	Tunnelling	
I2.1	The design, procurement, delivery of the Tunnel Boring Machines (at least two for the contract package), plus site assembly of the TBMs at the base of the launching shaft/station. Design shall include obtaining the Engineer's Notice of No Objection to the design details and the proposed method of operation of the TBM which shall include an assessment of the impacts of the TBM operation on the environs through which it will pass, including the existing adjacent buildings, structures, water wells, railway facilities, etc. (EBS) Payment on: i) Confirmation of Procurement (30%) ii) Delivery to site (50%) iii) Full Assembly in position at Site (75%) iv) Successful trial working (after 100m) (100%)	10.00
I2.2	Establishment, including dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including	4.00

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Price Centre	Description	Percentage for Sub-Items
	decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery, etc.	
I2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and shall have proper drainage and clean and safe access routes shall be maintained to the work face.	66.00
I2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer.	2.00
I2.5	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	4.00
I2.6	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	1.00
I2.7	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	1.00
I2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	1.00
I3.0	All Remaining Works	
I3.1	All remaining works as shown in the Employer's drawings and	6.00

L&T-STEC JV MUMBAI MUMBAI (INDIA)

Price Centre	Description	Percentage for Sub-Items
	Specifications including walkways, drainage system, first pour concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	
	Total for Price Centre I	100%

The above total for Price Centre I shall be equal to 92.5% of the Sum inserted for Price Centre I in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description	Percentage for Sub-Items
J	Section (5) Tunnel from Hutatma Chowk Station to C.S.T. Metro Station	
J1.0	General	
J1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	3.00
J1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.50
J1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS)	1.00
J1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	0.50
J2.0	Tunnelling	
J2.1	The design, procurement, delivery of the Tunnel Boring Machines (at least two for the contract package), plus site assembly of the TBMs at the base of the launching shaft/station. Design shall include obtaining the Engineer's Notice of No Objection to the design details and the proposed method of operation of the TBM which shall include an assessment of the impacts of the TBM operation on the environs through which it will pass, including the existing adjacent buildings, structures, water wells, railway facilities, etc. (EBS) Payment on: i) Confirmation of Procurement (30%) ii) Delivery to site (50%) iii) Full Assembly in position at Site (75%) iv) Successful trial working (after 100m) (100%)	10.00
J2.2	Establishment, including dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including	4.00

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Price Centre	Description	Percentage for Sub-Items
	decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery, etc.	
J2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and shall have proper drainage and clean and safe access routes shall be maintained to the work face.	66.00
J2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer.	2.00
J2.5	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	4.00
J2.6	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	1.00
J2.7	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	1.00
J2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	1.00
J3.0	All Remaining Works	
J3.1	All remaining works as shown in the Employer's drawings and	6.00

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Price Centre	Description	Percentage for Sub-Items
	Specifications including walkways, drainage system, first pour concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	
	Total for Price Centre J	100%

The above total for Price Centre J shall be equal to 92.5% of the Sum inserted for Price Centre J in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description.	Percentage for Sub-Items
K	Alice Sub-Station Building	
K1.0	General	
K1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i. Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii. Detailed Design and Design of Temporary Steel Platform structure. (70%) iii. Good For Construction Drawings Issued (90%) iv. As Built Drawings (100%)	3.00
K1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys	0.20
K1.3	Submit and obtain the Engineer's Notice of No Objection of the detailed site and Ground investigation Reports, including, but not limited to, bore logs, laboratory testing and interpretive reports.	0.10
K1.4	Undertake site clearance to the satisfaction of the Engineer of all site areas including the control removal of existing Heritage Stone Arch in front of the exiting building under the supervision of Heritage Conservation Architect, Provision for Heritage Stone Arch storage area and enclosure with protection & security at storage area, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of other existing structures inside the compound, etc. Payment: iii) 50% complete (50%) iv) 100% complete (100%)	0.20
K1.5	Submit and obtain the Engineer's Notice of No Objection of the Construction sequence of the new Alice sub-station building with coordinated design requirements from BEST Civil Engineering and Electrical Department based on the Approval-In-Principle shown in the Tender Drawings. Including phasing of works construction, phase shifting of electrical equipment (e.g Switch gear, capacitor, Control box) from exiting Alice Sub-station Building to temporary steel platform structure, cables re-routing, programme for implementations of schemes, temporary barricading, pedestrian temporary signage ,etc. and obtain the necessary approvals of the appropriate authorities.	0.50

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Price Centre	Description.	Percentage for Sub-Items
	on the proposals.	
K1.6	Submit and obtain the Engineer's Notice of No Objection of the Utilities (including sewers/drains, etc.) Diversion Plan including drawings identifying existing utilities, drawings identifying proposed diversions and protection works, drawings for details of diversion and protection works, programme for diversion and protection works, explanatory narrative reports, etc. and obtain necessary approvals of the appropriate authorities on the proposals.	0.20
K2.0	Civil/Structural Works	
K2.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.50
K2.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary footpaths, lighting, signage, etc.	0.80
K2.3	Reinstatement of existing perimeter roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, and re-construction of the Heritage Stone Arch as per the Engineer's Notice of No Objection drawings .. etc.	3.50
K2.4	Undertake demolition of existing "half" of Alice sub-station building, Excavation and construction of RCC diaphragm walls/Secant-pile walls/RCC lining walls complete in all respects including removal of excavated material from site, tests upon completion, etc. and provide as-built records.	14.00
K2.5	Excavate the "half" of Alice sub-station building volume within the diaphragm wall/Secant-piles walls and up to the required level in all kinds of soil/rock including the removal of the excavated material, the	10.40

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Price Centre	Description.	Percentage for Sub-Items
	provision of temporary walers/ struts /supports/Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection including provision of temporary decking for pedestrian movement and works areas. Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.	
K2.6	Construction of temporary foundation support of steel or reinforced I-column for the temporary steel platform structure, X-bracing..etc. Construction of the new "half" of Alice sub-station building permanent pile foundation, reinforced concrete base slab complete in all respects, including the provision of blinding, drainage and waterproofing layers and providing a watertight connection into the diaphragm wall/secant-piles wall/RCC lining wall, etc. and provide as-built records.	8.50
K2.7	Construction of the temporary steel platform structure and new "half" of Alice sub-station building permanent reinforced concrete columns, slabs and beams for the structure from the top of the base slab to Ground floor and 1st Floor top level slab including the provision of water-tightness enclosure of steel platform structure and provide as-built records.	9.50
K2.8	Construction of new "half" of Alice sub-station building reinforced concrete columns, slabs and beams for the structure from 1st Floor top level slab to the 6th Floor of the building including the provision of waterproofing at 6th floor and provide as built records.	11.50
K2.9	Construction of internal walls and floors and other RCC works to form above ground structures, plant rooms, lobbies, toilets, shafts and other internal rooms and areas, and form breakthrough of the diaphragm walls/Head Walls/RCC lining Walls for external connections including the removal of debris and forming water tight	3.00

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Price Centre	Description.	Percentage for Sub-Items
	connections.	
K2.10	Construction of underground connection from basement to station box including entrances, To include all temporary works including excavation, excavation lateral support, dewatering, utilities shifting of BEST power cbles..etc.	11.00
K2.11	Construction of all lift shafts, escalator support structures and staircase structures including necessary inserts for installation and maintenance of lifts and escalators.	1.50
K3.0	E&M and Building Services	
K3.1	All Electrical, Mechanical and Building Services works including design, manufacturing, delivery, installation, testing and commissioning, along with the supply of all Mechanical, Electrical and Plumping, firefighting system, one lift for Alice Sub-station building, cable trays..etc as per the MEP design of BEST building functional requirements, all related spares, documentation and training, etc. as stipulated in the Contract; Payment: v) Design complete (20%) vi) 50% Installation complete (60%) vii) 70% Installation complete (75%) viii) All complete (100%)	12.40
K4.0	Architectural and Builder's Works (ABWF)	
K4.1	All Architectural Builder's Works and Finishes (including all internal and external cladding) including design, manufacturing, delivery, installation and testing, along with supply of fire rated door as per the NFPA design of BEST building functional requirements as stipulated in the Contract; Payment: v) Design complete (20%) vi) 50% Installation complete (60%) vii) 70% Installation complete (75%) viii) All complete (100%)	6.20
K5.0	All Remaining Works:	

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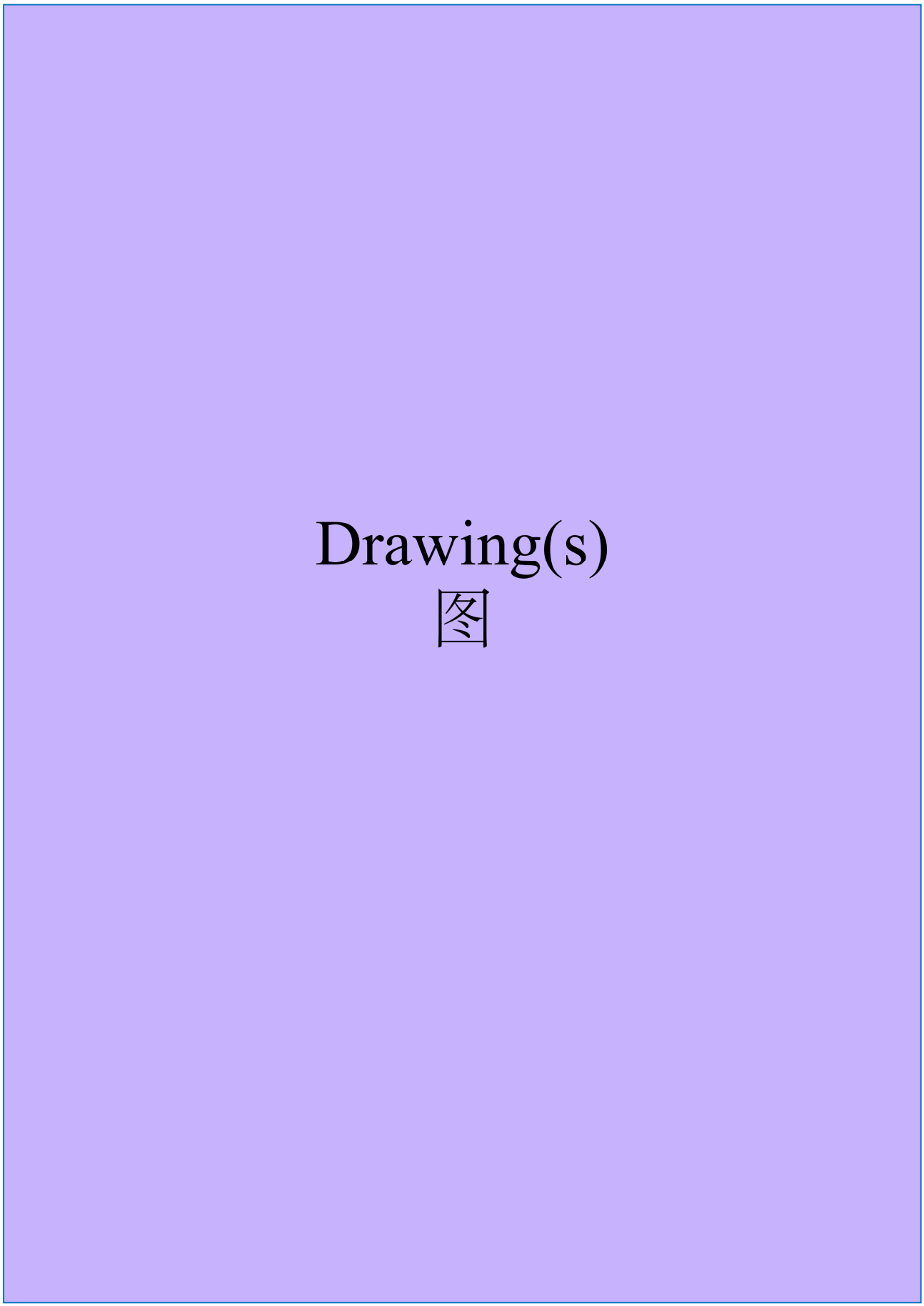
Price Centre	Description.	Percentage for Sub-Items
K5.1	All remaining works as shown in the Employer's drawings and Specifications.	3.00
	Total for Price Centre K	100%

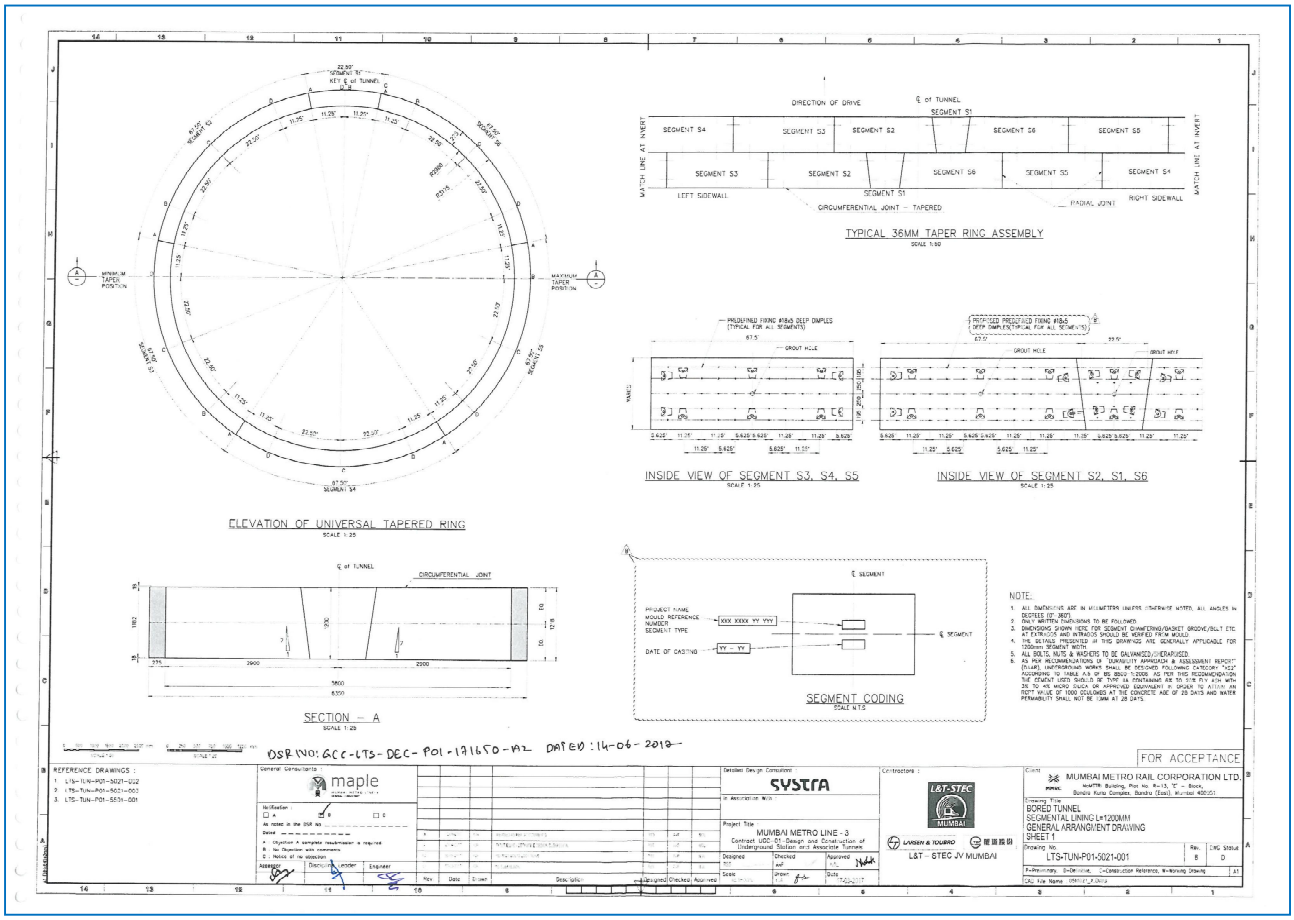
The above total for Price Centre K shall be equal to 92.5% of the Sum inserted for Price Centre K in the Pricing Summary in Clause 1.7 above.

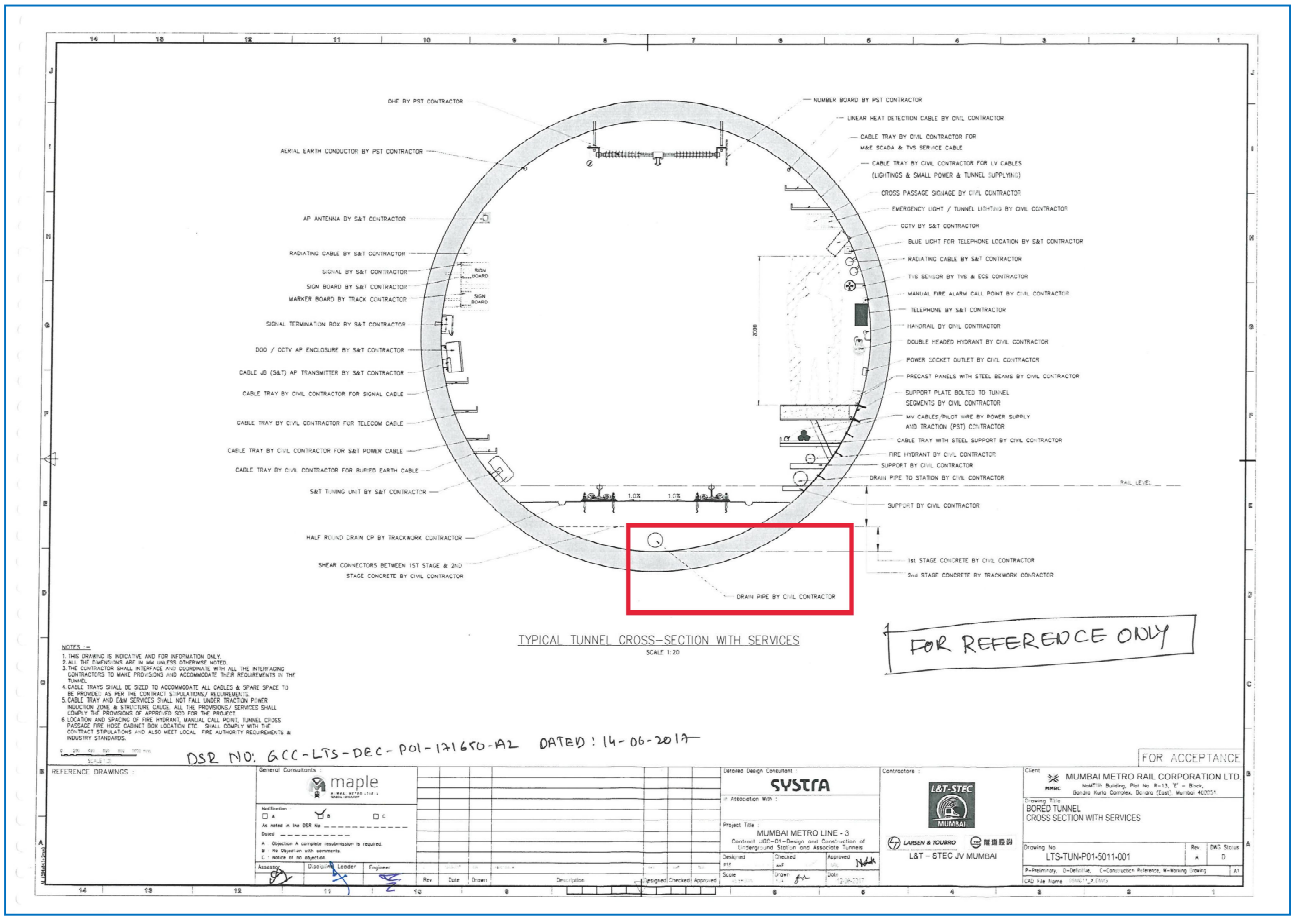
Price Centre L

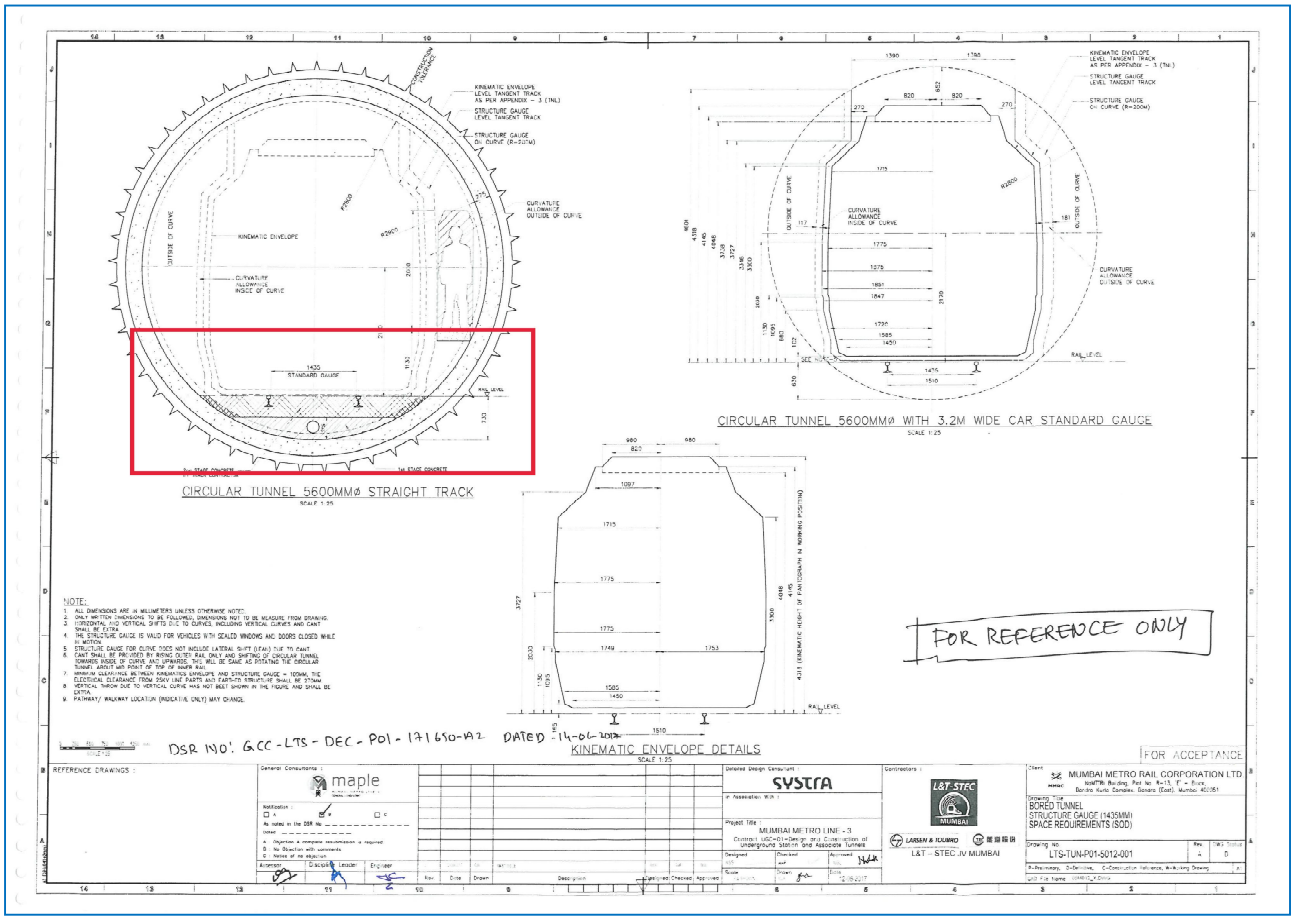
The payment for the Works under this Price Centre shall be made based on the amount, worked out as per the actual quantities of works executed and measured plus 10% of the amount so worked out to represent the management /coordination charges of the Contractor.

L&T-STEC JV MUMBAI (INDIA)


Drawing(s)
图


DIRECTION OF DRIVE
℄ OF TUNNEL
SEGMENT S1
SEGMENT S4
SEGMENT S3
SEGMENT S2
SEGMENT S6
SEGMENT S5
MATCH LINE AT INVERT
LEFT SIDEWALL
RIGHT SIDEWALL
CIRCUMFERENTIAL JOINT – TAPERED
RADIAL JOINT
TYPICAL 36MM TAPER RING ASSEMBLY
SCALE 1:50
GROUT HOLE
INSIDE VIEW OF SEGMENT S3, S4, S5
SCALE 1:25
INSIDE VIEW OF SEGMENT S2, S1, S6
SCALE 1:25
ELEVATION OF UNIVERSAL TAPERED RING
SCALE 1:25
CIRCUMFERENTIAL JOINT
SECTION – A
SCALE 1:25
SEGMENT CODING
SCALE NTS
NOTE:
FOR ACCEPTANCE
DSR NO: GCC-LTS-DEC-P01-171650-R2 DATED: 14-06-2012
REFERENCE DRAWINGS :
maple
SYSTRA
MUMBAI METRO LINE - 3
L&T – STEC JV MUMBAI
MUMBAI METRO RAIL CORPORATION LTD.
BORED TUNNEL
SEGMENTAL LINING L=1200MM
GENERAL ARRANGEMENT DRAWING
SHEET 1
LTS-TUN-P01-5021-001


OHE BY PST CONTRACTOR
AERIAL EARTH CONDUCTOR BY PST CONTRACTOR
AP ANTENNA BY S&T CONTRACTOR
RADIATING CABLE BY S&T CONTRACTOR
SIGNAL BY S&T CONTRACTOR
SIGN BOARD BY S&T CONTRACTOR
MARKER BOARD BY TRACK CONTRACTOR
SIGNAL TERMINATION BOX BY S&T CONTRACTOR
DOO / CCTV AP ENCLOSURE BY S&T CONTRACTOR
CABLE JB (S&T) AP TRANSMITTER BY S&T CONTRACTOR
CABLE TRAY BY CIVIL CONTRACTOR FOR SIGNAL CABLE
CABLE TRAY BY CIVIL CONTRACTOR FOR TELECOM CABLE
CABLE TRAY BY CIVIL CONTRACTOR FOR S&T POWER CABLE
CABLE TRAY BY CIVIL CONTRACTOR FOR BURIED EARTH CABLE
S&T TUNING UNIT BY S&T CONTRACTOR
HALF ROUND DRAIN CP BY TRACKWORK CONTRACTOR
SHEAR CONNECTORS BETWEEN 1ST STAGE & 2ND STAGE CONCRETE BY CIVIL CONTRACTOR
NUMBER BOARD BY PST CONTRACTOR
LINEAR HEAT DETECTION CABLE BY CIVIL CONTRACTOR
CABLE TRAY BY CIVIL CONTRACTOR FOR WAE SCADA & TVS SERVICE CABLE
CABLE TRAY BY CIVIL CONTRACTOR FOR LV CABLES (LIGHTINGS & SMALL POWER & TUNNEL SUPPLYING)
CROSS PASSAGE SIGNAGE BY CIVIL CONTRACTOR
EMERGENCY LIGHT / TUNNEL LIGHTING BY CIVIL CONTRACTOR
CCTV BY S&T CONTRACTOR
BLUE LIGHT FOR TELEPHONE LOCATION BY S&T CONTRACTOR
RADIATING CABLE BY S&T CONTRACTOR
TVS SENSOR BY TVS & EQS CONTRACTOR
MANUAL FIRE ALARM CALL POINT BY CIVIL CONTRACTOR
TELEPHONE BY S&T CONTRACTOR
HANDRAIL BY CIVIL CONTRACTOR
DOUBLE HEADED HYDRANT BY CIVIL CONTRACTOR
POWER SOCKET OUTLET BY CIVIL CONTRACTOR
PRECAST PANELS WITH STEEL BEAMS BY CIVIL CONTRACTOR
SUPPORT PLATE BOLTED TO TUNNEL SEGMENTS BY CIVIL CONTRACTOR
HV CABLES/PILOT WIRE BY POWER SUPPLY AND TRACTION (PST) CONTRACTOR
CABLE TRAY WITH STEEL SUPPORT BY CIVIL CONTRACTOR
FIRE HYDRANT BY CIVIL CONTRACTOR
SUPPORT BY CIVIL CONTRACTOR
DRAIN PIPE TO STATION BY CIVIL CONTRACTOR
SUPPORT BY CIVIL CONTRACTOR
1st STAGE CONCRETE BY CIVIL CONTRACTOR
2nd STAGE CONCRETE BY TRACKWORK CONTRACTOR
DRAIN PIPE BY CIVIL CONTRACTOR
RAIL LEVEL
TYPICAL TUNNEL CROSS-SECTION WITH SERVICES
SCALE 1:20
FOR REFERENCE ONLY
NOTES :-
1. THIS DRAWING IS INDICATIVE AND FOR INFORMATION ONLY.
2. ALL TVF EMPLOYMENT ART IN MM UNLESS OTHERWISE NOTED.
3. THE CONTRACTOR SHALL INTERFACE AND COORDINATE WITH ALL THE INTERFACING CONTRACTORS TO MAKE PROVISIONS AND ACCOMMODATE THEIR REQUIREMENTS IN THE WORKS.
4. CABLE TRAYS SHALL BE SIZED TO ACCOMMODATE ALL CABLES & SPARE SPACE TO BE PROVIDED AS PER THE CONTRACT SPECIFICATIONS/REQUIREMENTS.
5. CABLE TRAY AND C&M SERVICES SHALL NOT FALL UNDER TRACTION POWER INDUCTION ZONE & STRUCTURE CROSS. ALL THE PROVISIONS/ SERVICES SHALL COMPLY THE PROVISIONS OF APPENDIX 10/1 FOR THE PROJECT.
6. LOCATION AND SPACING OF FIRE HYDRANT, MANUAL CALL POINT, TUNNEL CROSS PASSAGE FIRE HOSE CABINET BOX LOCATION ETC. SHALL COMPLY WITH THE CONTRACT STIPULATIONS AND ALSO MEET LOCAL FIRE AUTHORITY REQUIREMENTS & INDUSTRY STANDARDS.
DSR NO: GCC-LTS-DEC-P01-171650-A2 DATED : 14-06-2017
FOR ACCEPTANCE
REFERENCE DRAWINGS :
General Consultants : maple
Detailed Design Consultant : SYSTRA
In Association With :
Project Title : MUMBAI METRO LINE - 3
Contract 307-01-Design and Construction of Underground Station and Associate Tunnels
Contractors : L&T-STEC MUMBAI
LARSEN & TOUBRO
L&T - STEC JV MUMBAI
Client : MUMBAI METRO RAIL CORPORATION LTD
Drawing Title : BORED TUNNEL CROSS SECTION WITH SERVICES
Drawing No : LTS-TUN-P01-5011-001
Rev : X
DWG Scale : 1:1
A1
P-Preliminary, D-Detailed, C-Construction Reference, R-Working Drawing


CIRCULAR TUNNEL 5600MMØ STRAIGHT TRACK
CIRCULAR TUNNEL 5600MMØ WITH 3.2M WIDE CAR STANDARD GAUGE
KINEMATIC ENVELOPE DETAILS
FOR REFERENCE ONLY
DSR 1190'. GCC-LTS-DEC-P01-171650-R2 DATED :14-06-2017
FOR ACCEPTANCE
SYSTRA
L&T-STEC JV MUMBAI
MUMBAI METRO RAIL CORPORATION LTD
BORED TUNNEL
STRUCTURE GAUGE (1435MM)
SPACE REQUIREMENTS (SOD)
LTS-TUN-P01-5012-001

MM3-CBS-UGC-07
MUMBAI METRO LINE-3 UGC 07 PROJECT

孟买地铁3号线UGC 07 项目

Details of the contract 合同详情	Documentary evidence submitted and remarks 提交的证明文件
Existence of the contract, date of contract award, and original contract sum 合同存在情况、合同授予日期及原始合同金额	i) Letter of Acceptance dated 1 July 2016; 2016 年 7月 1 日的中标通知书; ii) Contract Document 合同文件 iii) JV Percentage ,联合体份额比例
Certified contract completion date 经认证的合同完成日期	i) The Client's certificate of completion 竣工验收报告 ii) Client Supporting Documents 业主证明
Related Supporting Documents 相关支持文件	i) Bills of Quantities — Grand Summary 工程量清单总汇表

MM3-CBS-UGC-07
MUMBAI METRO LINE-3 UGC 07 PROJECT

MM3-CBS-UGC-07
孟买地铁3号线 UGC 07项目

Letter of Acceptance
中标通知书

MMRC

Mumbai Metro Rail Corporation Limited
(JV of Govt. of India and Govt. of Maharashtra)

No. MMRC/ML3/Projects/Civil Tender/ 1st July, 2016

To
M/s. Larsen & Toubro Limited & M/s. Shanghai Tunnel Engineering Co. Ltd., JV
TC3 A Tower,
Mount Poonamallee Road,
Manapakkam, Chennai -600 089.
India.

Attention : Mr. S.V Desai
Email : srh@intecc.com

LETTER OF ACCEPTANCE

Sub.: **MM3-CBS-UGC 07: DESIGN AND CONSTRUCTION OF UNDERGROUND SECTIONS INCLUDING 3 UNDERGROUND STATIONS AT MAROL NAKA, MIDC AND SEEPZ AND ASSOCIATED BORED TUNNEL TOGETHER WITH A RAMP FOR THE DEPOT CONNECTION.**

Ref :

i) Your Original Bid submission for Contract MM3-CBS-UGC-07 on 12th May, 2015

ii) This office letter no. MMRC/ML3/Civil Tender dated 8th July, 2015 for seeking Post-bid technical clarifications

iii) Your reply to post bid technical clarifications vide your letter no. MUMBAI/MMRC/MM3-CBS-UGC-07/0014 dated 20th July, 2015

iv) This office letter no. MMRC/ML3/Civil Tender/2015 dated 31st July, 2015 for seeking Post bid financial clarifications

v) Your reply to first set of post bid financial clarifications vide your letter no. MUMBAI/MMRC/MM3-CBS-UGC-07/0015 dated 6th August, 2015

vi) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 22nd Jan., 2016 vide which Amendment No. 1 was issued "Unconditional Acceptance"

vii) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 27th Jan., 2016 vide which Amendment No. 2 was issued

LARSEN & TOUBRO LIMITED Construction Chennai

CIN U60100MH2008SGC181770
Office Address: NaMTTRI Building, Plot # R 13, E Block, BKC, Bandra (E), Mumbai - 400 051
T +91 22 2638 4602 F +91 22 2659 2005 E mumbaimetro3@mmrcl.com www.mmrcl.com
Registered Office: MMRDA Building, BKC, Bandra (E), Mumbai - 400 051

viii) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 11th Feb., 2016 vide which Amendment No. 3 was issued

ix) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 13th Feb., 2016 vide which Amendment No. 4 was issued

x) This office letter no. MMRC/ML3/Civil Tender/ Price Bid/2015 dated 13th Feb., 2016 vide which Amendment No. 5 was issued

xi) Your revised Financial Bid submission for Contract MM3-CBS-UGC07 dated 17th Feb., 2016

Dear Sir,

With reference to the above, the Letter of Acceptance (LOA) is hereby issued to you for the above-mentioned work for a total contract amount comprising of INR 16,02,15,75,778/- (Rupees One Thousand Six Hundred Two Crore Fifteen Lakhs Seventy Five Thousand Seven Hundred and Seventy Eight only) and USD 109,139,912/- (US Dollars One Hundred Nine Million One Hundred thirty Nine Thousand Nine Hundred and Twelve only) inclusive of all taxes including Value Added Tax (VAT) paid under Maharashtra VAT Act 2002, duties, royalties, cess, etc.

2. Pursuant to the Particular Conditions of Contract (PCC), Sub-clause 4.2, you are required to furnish the Performance Security within twenty eight (28) days using the form of Performance Guarantee included in Section XII, Contract forms, Schedule 2 "Performance Guarantee."

3. This "Letter of Acceptance" is sent herewith to you in duplicate. You are required to return one copy of it duly signed by you on all pages indicating 'Unconditional Acceptance' thereof so as to reach the undersigned within one week of the receipt of this letter.

4. It may please be noted that until a formal Contract Agreement is executed this letter shall constitute a binding contract between yourselves and Mumbai Metro Rail Corporation Limited.

5. The Commencement Date shall be advised through a 'Notice to Commence'. The Works shall be completed within 1638 days from the date of Commencment indicated in the 'Notice to Commence'.

6. You shall ensure full compliance with the relevant tax laws with regards to this Contract and shall be solely responsible for the same. You shall keep the Employer fully indemnified against your liability of tax, interest, penalty etc, whichever may arise.

Unconditional

LARSEN TOUBRO LIMITED Construction

7. The General Consultant to the Employer will act as The Engineer for this Contract. You are requested to contact the Engineer (Mr. Ronald James Mickell, Project Manager, MAPLE Consortium, Address- Unit No .201 2nd Floor, Air India Road, Jamilpada Vidya Nagari, Kalina, Santacruz (East), Mumbai, Maharashtra – 400 098, India) for further necessary action in this matter.

Yours Sincerely,

1/7/2016

(S. K. Gupta)
Director (Projects)
Authorised Signatory

Encl: One copy of this letter in duplicate.

We, the undersigned hereby accept the Letter of Acceptance **unconditionally.**
(Authorized Signatory for the Bidder with Company Seal)

Company M/s Larsen and Toubro Limited

Name Mr. S.V. Desai

Position (title) Exe. Vice president.

Signature

LARSEN & TOUBRO LIMITED Construction Chennai

Company M/s Shanghai Tunnel Engineering Co Ltd

Name Mr. Ng Eng Ann

Position (title) General Manager

Signature

SHANGHAI TUNNEL ENGINEERING CO.LTD. STEC

Contract Document
合同文件

MMRC

MUMBAI METRO LINE 3
(COLABA-BANDRA-SEEPZ)

CONTRACT UGC-07

DESIGN AND CONSTRUCTION OF UNDERGROUND STATIONS AT MAROL NAKA, MIDC AND SEEPZ AND ASSOCIATED TUNNELS

BOOK-1 of 10
Bid Documents
(1/2)

JULY 2016

Mumbai Metro Rail Corporation Limited
NAMTTRI Building,
'E' Block, BKC, Bandra (E),
Mumbai-400 051, India

MUMBAI METRO LINE 3
(COLABA-BANDRA-SEEPZ)
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	f	Power of Attorney of JV Partner 1	35-37
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Book 4	**Employer's Requirements (2/3)**		
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	a	OHS&E Manual	
Book 7	**Reference Documents (2/2)**		2199-2493
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	b	Building Condition Survey	
	c	Utility Survey	
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MMRC

MUMBAI METRO LINE 3
(COLABA-BANDRA-SEEPZ)

a Contract Agreement
b Letter of Acceptance
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d JV Agreement /JV MOU
e Power of Attorney of JV
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g Board Resolution of JV Partner 1
h Power of Attorney of JV Partner 2
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j Letter of Bid (Technical)
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   v. Addenda No 5
   vi. Addenda No 6

Mumbai Metro Rail Corporation Limited
NAMTTRI Building,
'E' Block, BKC, Bandra (E),
Mumbai-400 051, India

MMRC

MUMBAI METRO LINE 3
(COLABA-BANDRA-SEEPZ)

o Amendment

  i. Amendment No 3
  ii. Amendment No 4
  iii. Amendment No 5

p Pre Bid Clarification Set 1 to Set 8

q Post Bid Clarification and reply thereof

r Acknowledgement of Compliance with the Guide lines for Procurement under Japanese ODA Loan

Mumbai Metro Rail Corporation Limited
NAMTTRI Building,
'E' Block, BKC, Bandra (E),
Mumbai-400 051, India

महाराष्ट्र MAHARASHTRA ◑ 2016 ◑ Z 208249

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८०००१५
19 AUG 2016
सक्षम अधिकारी

श्री. भ. सि. मयेकर

CONTRACT AGREEMENT

This Agreement is made at Mumbai, India on the 24th day of August 2016

BETWEEN

1) The **Mumbai Metro Rail Corporation Limited**, a company incorporated under the laws of India and having its principle place of business at NaMTTRI Building. Plot No. R-13, E-Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051, India, hereinafter referred to as the "**Employer**" of the one part,

AND

2) The Joint Venture L&T-STEC JV MUMBAI comprising of

(a) M/s. Larsen & Toubro Limited, a company incorporated under the laws of India and having its registered office at L&T House, Ballard Estate, PO Box 278, Mumbai- 400001, India and its construction division headquarters at Mount Poonamallee Road, Manapakkam, Chennai -600089, India, (CIN L99999MH1946, PLC004768) hereinafter refers to as "**L&T**" (**Lead partner**)

23 AUG 2016

000051

जोडपत्र - 2 Annexure II

AGREEMENT

VENDO

L&T- STEC JV MUMBAI
L&T Business Park, Tower - B TC- II
1st Floor, L&t Gate No. 5 Powai Campus,
Saki Vihar Road, Powai, Mumbai-400 072

23 AUG 2016

mmrcl

Vendor

SHANGHAI TUNNEL ENGINEERING CO LTD

LARSEN & TOUBRO LIMITED Construction Chennai

Mumbai Metro Rail Corporation Ltd. CPM

0002

and

(b) M/s. Shanghai Tunnel Engineering Company Limited, a company incorporated under the laws of China and having its registered office at 957, Haixu Road, Shanghai, 200137, China, hereinafter refers to as "**STEC**",

who shall be jointly and severally liable for performance of this Contract; hereinafter collectively referred to as the "**Contractor**" of the other part.

WHEREAS the Employer desires that the Works known as **CONTRACT MM3-CBS-UGC 07: "THE DESIGN AND CONSTRUCTION OF UNDERGROUND SECTIONS INCLUDING 3 UNDERGROUND STATIONS AT MAROL NAKA, MIDC AND SEEPZ AND ASSOCIATED BORED TUNNEL TOGETHER WITH A RAMP FOR THE DEPOT CONNECTION"** shall be executed by the Contractor, and the Contractor submitted his offer has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents in order of priority shall be deemed to form and be read and construed as part of this Agreement:
   (a) The Contract Agreement
   (b) The Letter of Acceptance
   (c) The Addenda Nos.1 to 6 and amendments 1 to 5
   (d) The revised Letter of Bid (Financial)
   (e) The original letter of Bid (Technical) (Letter and Appendix LB-1)
   (f) The Particular Conditions of Contract (Part 3)
   (g) The General Conditions of Contract (Part 3)
   (h) The Employer's Requirements (Part 2)
   (i) The Contractor's Pricing Document (Part 1, Section IV-b.)
   (j) The pre-bid and post-bid clarifications and reply thereof
   (k) The Contractor's Technical Tender Documents (Appendix LB-2 to LB-21)
   (l) Evaluation and Qualification Criteria (Part 1, Section III)
   (m) Reference Documents (Part 4)
   (n) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans.

All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract Documents. Also incorporated into these Contract Documents, and made part hereof are all codes, standard specifications, and similar requirements that are referred to herein.

Mumbai Metro Rail Corporation Ltd. CPM 3

LARSEN & TOUBRO LIMITED Construction Chennai

SHANGHAI TUNNEL ENGINEERING CO LTD

Obligation of the Contractor

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute, test and complete the Works and remedy any defects therein in conformity with the provisions of the Contract.

Obligation of the Employer

The Employer hereby covenants to pay the Contractor, in consideration of the design, execution, testing and completion of the Works and the remedying of defects therein, for a Accepted Contract Amount comprising of INR 16,02,15,75,778/- (Rupees One Thousand Six Hundred Two Crore Fifteen Lakhs Seventy Five Thousand Seven Hundred and Seventy Eight only) and USD 109,139,912/- (US Dollars One Hundred Nine Million One Hundred thirty Nine Thousand Nine Hundred and Twelve only) inclusive of all taxes including Value Added Tax (VAT) paid under Maharashtra VAT Act 2002, duties, royalties, cess, etc. in the manner prescribed by the Contract.

Effectiveness Conditions

This Contract shall come into full force and effect after the Japan International Cooperation Agency has given its concurrence to the Contract.

In WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

24/08/2016

(S. K. Gupta)
Director (Projects)
M/s. Mumbai Metro Rail Corporation Limited, Mumbai.

Signed by, for and on behalf of the Contractor

24/08/16

(S. V. Desai)
Executive Vice President & Head
Heavy Civil Infrastructure Independent Company
M/s. Larsen & Toubro Limited.

24/08/2016.

Mr. Ng Eng Ann
General Manager- India
M/s. Shanghai Tunnel Engineering Company Limited.

0004

Witness:

Name: CHARUHAS JADHAV
Position: CPM
Company: MMRCL

24/08/2016

Name: A.H.KHAN
Position: GENERAL MANAGER
Company: LARSEN & TOUBRO LIMITED

24/08/2

Name: LEE Yip Kuan
Position: Director
Company: STEC International

Note:

1) The Employer's authorised officer signing this agreement has authorised that all other documents shall be signed by his delegated representative.
1) This Contract Agreement has been signed by the authorised signatory of the contractor who have been authorised to execute this Contract Agreement vide Power of Attorney dated 6th February 2015 and Board Resolution dated 25th November 2014 on behalf of M/s. Larsen & Toubro Limited and Power of Attorney dated 9th February 2016 and Board Resolution dated 15th January 2014 on behalf of M/s. Shanghai Tunnel Engineering Company Limited.

----------END----------

Mumbai Metro Rail Corporation Ltd. CPM

LARSEN & TOUBRO LIMITED Construction Chennai

SHANGHAI TUNNEL ENGINEERING CO. LTD.

0005

JV Percentage
联合体份额比例

MMRC

MUMBAI METRO LINE 3

(COLABA-BANDRA-SEEPZ)

JV Agreement /JV MOU

Mumbai Metro Rail Corporation Limited
NAMTTRI Building,
'E' Block, BKC, Bandra (E),
Mumbai-400 051, India

5D

JOINT VENTURE AGREEMENT

MUMBAI METRO RAIL CORPORATION LIMITED

& MM3-CBS-UGC-07

Design and Construction of Underground Section including Three Underground Stations at Marol Naka, MIDC and SEEPZ and Associated Tunnels

India

Larsen & Toubro Limited
&
Shanghai Tunnel Engineering Co., Ltd

25th February 2015

SHANGHAI TUNNEL ENGINEERING CO. LTD. STEC

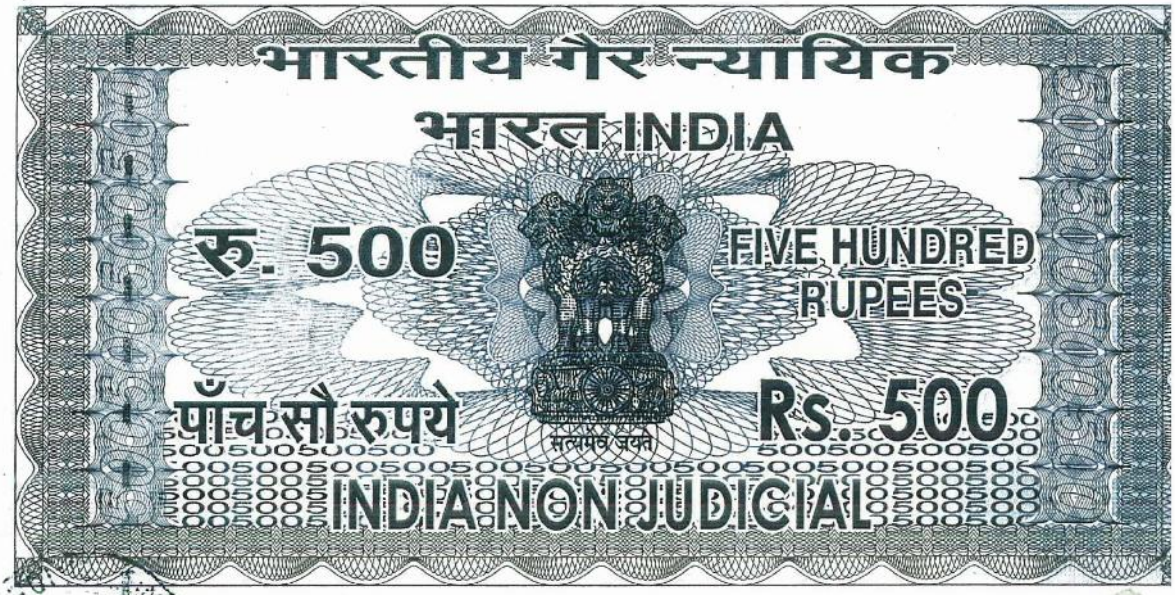
Mumbai Metro Rail Corporation Ltd. CRM

L&T-STEC JV MUMBAI – JOINT VENTURE AGREEMENT

LARSEN & TOUBRO LIMITED Construction Chennai

NOTARY PUBLIC
R. JAYACHANDRAN
B.A., B.L.,
CITY OF MADRAS
REG. No. 81/11
GOVT. OF TAMILNADU

0019



தமிழ்நாடு தமிலநாடு TAMILNADU

25 FEB 2015

AA 959921

V. HEMACHALAM
Stamp Vendor
L.C. No. A6/46163/81
42, VATHIYAR KANDA PILLAI STR
CHOOLAI, CHENNAI - 600 11
044 - 26323103 / 9381008081

This Joint Venture Agreement (this "JVA") is entered into on 25th February 2015

BETWEEN: **LARSEN & TOUBRO LIMITED**, a company incorporated and existing under the laws of India, Registration # 4768/1945-46 having its Registered Office at L&T House, Ballard Estate, P.O. Box 278, Mumbai, 400 001 India (herein referred to as "**L&T**"),

AND **SHANGHAI TUNNEL ENGINEERING CO., LTD,** a company incorporated and existing under the laws of China having its Registered Office at No.957, Haixu Road, Shanghai – 200137 China (herein referred to as "**STEC**")

Individually a **"Party"** and collectively **"Parties"**

WHEREAS:

a. the "Mumbai Metro Rail Corporation Limited - MMRCL" (herein referred to as **"Employer")** has initiated the tender procedure for the "**MUMBAI METRO LINE 3 - COLABA-BANDRA-SEEPZ Project**" herein referred to as "**Project**"

b. the Employer has issued the Invitation for bids, reference "MM3-CBS-UGC-0914" (herein referred to as "**Invitation for Bids**")

c. the Employer has issued the documents forming the instructions to tenderers, reference "MM3-CBS-UGC-07", (herein, including any of their addendums and amendments issued, referred to as "**Tender Documents**") with the purpose of governing the tendering procedure for the Tender forming part of the Project and in particular the **"Design and Construction of Underground Section including Three Underground Stations at Marol Naka, MIDC and SEEPZ and Associated Tunnels"**, herein referred to as "**Works**" issued through the Notice To Invitation (NIT) by Mumbai Metro Rail Corporation Ltd on 26th November 2014

d. the Guidelines for Procurement under Japanese ODA Loans are those published in April 2012 as applicable to the Project

e. Option A, Single-Stage Two-Envelope Bidding, Section I, of the Standard Bidding Documents for

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L&T-STEC-MMRCL-MUMBAI – JOINT VENTURE AGREEMENT

Procurement of Plant Design, Supply and Installation (version 1.1) published by JICA in February 2013 is applicable to the Project

f. being successfully prequalified, the Parties have agreed to prepare jointly and submit to the Employer the tender (herein referred to as **"Tender"**)

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS

Warranties & Association

1. Each Party hereby warrants towards the other Party, after all necessary analysis and internal authorisation, that:

   1.1. it is at liberty to enter into and fully perform its obligations under and arising out of this JVA, and has the capital, banking relationships, personnel and equipment so to do

   1.2. it is in compliance with all applicable law and regulation, and will remain so throughout the period of this JVA

   1.3. it will timeously deliver to the other Parties all patents, trade secrets, proprietary systems, designs, processes, technical and business knowledge, and any other intellectual property in its possession and/or to which it has access (**"Proprietary Information"**), and otherwise support the other Parties with all its individual expertise, contacts and resources which may be necessary or useful for the purposes of (i) jointly estimating, preparing and submitting the Tender, and (ii) performing the Works of any Contract awarded to the Joint Venture within the time or times for completion and otherwise in accordance with the Contract (**"Purposes"**), at no cost to the other Parties unless otherwise agreed in writing

   1.4. its signatory and witness executing this JVA, including its arbitration provisions, are fully empowered so to do in accordance with their respective constitutions.

2. Relying upon the provision of Clause.1, the Parties hereby associate for the Purposes, but not otherwise, in an unincorporated joint venture in the name of **L&T–STEC JV MUMBAI** (the **"Joint Venture"**).

Rights, Responsibilities & Shares

3. The Parties so associate for the Purposes on the basis of:

   3.1. joint and several liability towards the Employer;

   3.2. mutual exclusivity, and each Party undertakes to the other Party that neither it nor its affiliated legal persons of any tier (**"Affiliates"**), which term includes (i) legal persons owning and owned by, and/or controlling and controlled by such Party, and (ii) legal persons owned and/or controlled by any third legal person which owns and/or controls such Party) will enter into any agreement, contract or other arrangement with the Employer or any third party involving the Project without all of the other Party' prior written consent;

   3.3. each Party actively and diligently contributing in good faith to the success of the Joint Venture at each phase of the Purposes;

   3.4. each Party being individually responsible for reporting, paying and settling its own taxes and the like, whether in the India or elsewhere, due or claimed in relation to the Project and/or otherwise arising out of this JVA and the performance of the Contract with the Employer.

4. Notwithstanding their joint and several liabilities towards the Employer, as between the Parties each Party shall (i) subject to Clause.6, bear all liabilities, risks and costs, and enjoy all rights, assets and profits, arising from this JVA, and the Tender and Contract, in proportion to its **"Share"**.

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L&T-STEC JV MUMBAI – JOINT VENTURE AGREEMENT

SHANGHAI TUNNEL ENGINEERING CO. LTD. TEC

L&T Construction - Chennai

NOTARY PUBLIC R. JAYACHANDRAN B.A., B.L. CITY OF MADRAS REG. No. 61/11 GOVT. OF TAMILNADU

LARSEN & TOUBRO LIMITED Construction Chennai

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and (ii) indemnify the other Party against all liabilities, risks and costs in excess of such other Party's respective Share.

5. The participating interest (herein referred to as "**Shares**") of the Parties in the Joint Venture is:
L&T: 65%
STEC: 35%
The Parties shall not alter its composition or legal status without the prior written consent of the Employer.

6. Prior to the award of the Contract (i) the cost of any third party consultants and advisors engaged for the Purposes may, by mutual written agreement between the Parties, be shared by the Parties in proportion to their respective Shares, and (ii) otherwise, each Party shall bear its own costs in relation to this JVA and the Purposes.

7. L&T shall be the "**Lead Partner**" of the Joint Venture.

8. The Parties agree to fully co-operate with the Lead Partner and STEC agrees to provide the authorities by way of Power of Attorney to the Lead Partner of the Joint Venture, representing the Joint Venture in the following activities:

8.1. to represent the JV;

8.2. to sign the Tender, documents of communication with Employer during the tendering process; post tender clarification communication;

8.3. to participate in contract negotiation process and finalization of Contract;

8.4. to sign the Contract Agreement with the Employer; if contract is awarded to L&T-STEC JV Mumbai;

8.5. to sign petitions, if any, for the tenderer;

8.6. the Parties agree to comply with the provisions of Clause 1.14 of GCC;

8.7. to send copies of all the instructions and information received by the Lead Partner from the Employer to other Party;

8.8. the Lead Partner shall not cause any damage to the rights and interests of the other Party while fulfilling the above activities;

8.9. the Lead Partner shall while signing on behalf of the Joint Venture obtain the written consent of other Party, while the other Party ensures causing no delays in providing such consent.

Management of the Joint Venture

9. The Joint Venture will be managed by:
9.1. The Supervisory Board, hereinafter referred to as the "SB"
9.2. The Project Management Team, hereinafter referred to as "PMT".

10. **SUPERVISORY BOARD**

10.1. The SB is fully empowered to control the business of the Joint Venture, including the performance of the Works and shall be authorised to take any decision relating to the Joint Venture

10.2. The SB shall comprise of one member and one alternate member from each Party, and the Chairman appointed by the Lead Partner. The SB is fully authorised to make all decisions on behalf of the Joint Venture. The members of each Party may be replaced by either Party from time to time with the prior intimation to the other Party.

10.3. The Parties agree that the SB shall have full authority to represent and bind the Parties on behalf of the Joint Venture for the performance of the Contract

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10.4. The responsibilities of the SB will include but not limited to the matters noted hereunder. SB shall:

10.4.1. before the commencement of the works and from time to time issue policy guidelines to the PMT on all issues pertaining to the performance of the works;

10.4.2. approve appointment of Project Manager (PM), the Deputy Project Manager (DyPM), the Finance Manager (FM) and Deputy Finance Manager (DyFM). The PM and FM shall be appointed by L&T and the DyPM, DyFM shall be appointed by STEC;

10.4.3. approve financing programs and financial forecast and decisions on general financial policy;

10.4.4. decide on any amendments to the Contract;

10.4.5. decide on matters referred to it by the PMT;

10.4.6. decide on the winding up of the Joint Venture and closure of its activities and accounts; the provision for auditing the Joint Venture accounts by an external auditor;

10.4.7. approve the intended technical studies and other special services, together with approximate cost estimates, to be carried out by the parties and/or third parties; checking and approval of the expenses relevant thereto;

10.4.8. approve insurance policies before commencement of the works;

10.4.9. The approval of the proposed Project Management Team and the establishment of their individual powers before the commencement of the Civil Works;

10.4.10. The general policy towards the Employer and its official representatives before the commencement of the civil Works;

10.4.11. The appointment of persons or bodies to represent the Joint Venture before the commencement of the Civil Works;

10.4.12. Policies and decisions related to Human Resources matters and Plant & Machinery matter;

10.4.13. General policy relating to sub-contracts and the selection of sub-contractors;

10.4.14. Approval of intended technical studies and other special services, together with approximate cost estimates, to be carried out by the parties and/or third parties; checking and approval of the expenses relevant thereto;

10.4.15. take all other decisions required to be taken by the Joint Venture for fulfilling the obligations arising out of JVA and the performance of the Contract;

10.5. As a general rule, the SB shall meet at least every 2 months, unless agreed otherwise. The Chairman shall give to the members 14 calendar days notice of the meetings and shall also fix the date, time, place and agenda of the meeting. In case of emergency the Chairman or any one of the members may request for a meeting at shorter notice. The SB meetings shall be held at Project Site or any other venue the SB decides. The PM, Dy PM, FM and DyFM shall attend meetings of the SB in a non-voting capacity. The agenda of each meeting, as well as the matter discussed and decisions taken, or the positions of the members in case unanimity is not reached, shall be recorded in a minutes of meeting, which shall be signed by the attending members

10.6. Decision of the SB shall be made in accordance with the following procedure:

Each member or his alternate of the SB shall have one vote each upon any decision of the SB and the quorum of the SB shall be constituted by the attendance at a meeting of one member or his alternate representing each Parties. The SB shall strive to reach all decisions unanimously. If unanimity is not reached on any matter, the meeting shall be postponed for 72 hours. If unanimity is not reached at that postponed meeting then the subject matter shall

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LARSEN & TOUBRO LIMITED Construction Chennai

forthwith be referred to the Senior Executives of the respective Parties to reach unanimous decisions. Should it not be possible to reach the unanimous decision by Senior Executives within 14 days of the postponed meeting, then the decision shall be taken by the Chairman and such decision shall be binding upon the Parties and such decisions in the interest of the Joint Venture. If a dissenting Party disputes any such Chairman's decision for reasons which it advised to the Chairman during such postponed meeting then, within 14 calendar days of being advised of such decision, such dissenting Party may refer such dispute to the dispute resolution provisions of this Agreement, failing which such decision shall be binding upon the Parties.

10.7. The Chairman shall cause the resolutions of the SB to be recorded in minutes and forwarded to all the Parties as soon as practicable and in any case not later than 14 (fourteen) days after each meeting; such minutes shall be deemed approved if no objections have been raised within 7 (seven) days of their receipt by the Parties. The SB may reach decisions without physically meeting, by exchange of correspondence, by telephone or by videoconference discussion; the Chairman shall promptly confirm all such decisions to the Parties in writing, and they shall be communicated to the Parties in the next physical SB meeting. Subject to the foregoing, decisions of the SB shall be final and binding upon all the Parties.

11. PROJECT MANAGEMENT TEAM

11.1. The PMT will comprise of PM, DyPM, FM and DyFM. The PM shall be the chairperson of the PMT. PM shall be the Contractor's Representative and authorized to represent the JV in dealing with third parties, Engineer and the Employer; and The PMT shall be responsible to advise the SB on any aspect of the Works and the Contract. PMT shall be obligated to carry out its functions as per the directions of the SB from time to time

11.2. The PMT, as the operational body of the JV will take all necessary decisions on matters concerning the day-to-day performance of the Works in accordance with the policies established by the SB. The responsibilities of PMT shall include but not limited to the following:

11.2.1. the PMT shall carry out the supervision of the book-keeping and accounting to be organised by the appointed person of the JV;

11.2.2. the PMT shall ensure the efficient supervision, management and execution of the Works at site;

11.2.3. the PMT shall supervise the planning and programming of the execution of the Works;

11.2.4. such other duties and responsibilities as are assigned to the PM and to the other members of the PMT by the SB

11.2.5. the written notices, the correspondences, and other papers issued to the Employer shall have prior endorsement of both the Parties and such endorsements shall not be delayed by any of the Party.

11.3. The PMT shall meet at regular intervals, at least twice every month or at any time, upon request made in writing by any Party. Meetings shall be convened by the Project Manager. The decisions of the PMT shall be taken by unanimity of its members. If unanimity cannot be reached, the subject matter shall be referred to SB for a decision. For avoidance of delay or disruption to the Works in the process of SB to take a decision, the Project Manager can take a conservative decision enabling the JV to perform and fulfil its obligation to the Employer.

Securities

12. Each Party shall timeously provide, at its own cost and in proportion to its Share, all financial guarantees and counter-guarantees required in accordance with requirements of Tender and the

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Contract, to support the borrowing of working capital by the Joint Venture, and as otherwise reasonably necessary to perform the Works of the Contract – including without limitation all tender bonds, performance bonds, advance payment bonds and retention bonds – in such form and from such financial institutions/banks as (i) required by the beneficiary thereof, and (ii) accepted by the other Parties, such acceptance not to be unreasonably withheld or delayed.

Financial Matters

13. As soon as necessary after acceptance of the Tender, the SB shall procure to open a bank account (herein referred to as the "**JV Bank Account**") for the Joint Venture. The sole purpose of the JV Bank Account is to provide for the receipt of the monies from the Employer and from third parties to the Joint Venture or the Parties, under and arising out of the Contract, the disbursement of these monies to the Parties and others in respect of the performed Works, disbursement of common costs and other such monies authorized by the SB. PMT shall prepare the monthly invoices to the Employer in accordance with the Contract. The JV Bank Account shall be operated in accordance with the directions and instructions of the SB; all disbursements from the JV Bank Account shall require the signature authorisation of persons nominated by the Lead Partner and each of such disbursements having the prior written approval of both Parties as per SB's direction. All information relating to the operation and management of the JV Bank Account shall be provided to either Parties upon such written requests. All the policies and decisions related to financial matters shall be decided and approved by the SB.

14. The Parties acknowledge and agree that, throughout the duration of this Agreement, any Party may report and account in its separate consolidated financial statements its own Party's interest in the Joint Venture in accordance with the mutually agreed accounting standards (as amended or supplemented from time to time) of the Joint Venture. The accounting system and the ERP system of L&T shall be adopted for the JV accounting and operations and which will be operated by the personnel of the JV. The books shall be promptly posted in accordance with good accountancy practice by suitably qualified personnel under the overall supervision of the PMT.

15. The JV is responsible for reporting, paying and settling its taxes and the like, due or claimed in relation to the Project and/or otherwise arising out of this JVA. This clause shall survive the expiry or termination of this Agreement.

Termination & Default

16. This Joint Venture Agreement shall take effect from the date of its signing.

This Joint Venture Agreement shall be terminated by (i) the mutual consent of the Parties or (ii) upon earliest of the following occurrences:

16.1. the Parties have fulfilled their responsibilities and obligations and have liquidated the Contract;

16.2. the Parties agree to terminate this Agreement;

16.3. the Parties fail to submit a valid joint Tender, to the Employer;

16.4. the Parties are not successful in award of the tendered works;

16.5. tendering for Contract Package - MM3-CBS-UGC-07 under the Project is cancelled as notified by the Employer;

16.6. when all bonds and guarantees including counter-guarantees have been returned or have expired and any and all accounts have been closed without reserves;

16.7. twelve months from the date hereof subjected to extension if the Parties receive an award of tendered works.

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SHANGHAI TUNNEL ENGINEERING CO. LTD. ★ STEC

LARSEN & TOUBRO LIMITED ★ Construction Chennai

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17. The Parties confirm that not any Party of this Joint Venture will, at its discretion, participate independently or in partnership with other Parties in tendering for this Contract Package - MM3-CBS-UGC-07. In the case where the Contract is awarded to this Joint Venture, no Party hereof will have the right to refuse to perform its responsibilities and obligations under this Agreement without the written consent of the other Parties in the Joint Venture. Should a Party of the Joint Venture refuses to fulfil its own responsibilities in accordance with this agreement, such Party ("Defaulting Party") shall be entirely responsible and liable to the other Party against any and all claims, damages, costs expenses etc., incurred by the other Party ("Non-Defaulting Party") as a result of such refusal by the Defaulting Party, which may be made by the Employer or any third parties, vendors, subcontractors etc., who are employed by the Joint Venture for the Project and including demands from statutory authorities and to this extent the Defaulting Party shall indemnify and hold harmless the Non-Defaulting Party.

If the defaulting Party does not remedy its default at the end of three months following receipt of a notice to remedy from the Non-Defaulting Party, then the defaulting Party will cease to be represented in the PMT and the SB and the Defaulting Party's seat will remain vacant until it has remedied such default. If, as a result of the exclusion of the Defaulting Party from the PMT, the voting right of the Defaulting Party shall be deemed to be automatically transferred to the Non-Defaulting Party. The provisions of this clause shall apply, mutatis mutandis, to all cases where a Party (a "Defaulting Party") is in default of its obligations hereunder which are capable of remedy and are not remedied upon receipt of written notice from the Non-Defaulting Party. If a Party becomes insolvent or bankrupt or enters into liquidation (in each case, an "Insolvent Party"), the Insolvent Party will cease to be represented in the PMT and the SB and the Insolvent Party's seat will remain vacant and the Insolvent Party will not be entitled to attend or vote at PMT or SB.

Nothing contained herein shall increase or decrease the initial proportionate liability of the Parties (in accordance with the respective Parties' Participation Shares) for losses suffered or sustained by the Joint Venture as a result of a Party becoming a Defaulting Party or an Insolvent Party. However, the Defaulting Party or Insolvent Party shall be responsible for the initial proportionate liability of the other Parties and any future liabilities of the other Parties and shall indemnify and hold harmless the other Party from all losses, damages, liabilities, obligations, responsibilities, arising out of any claim against the other Party, that may arise as a result of the Defaulting Party defaulting of its obligations under the Contract or this Agreement, which default being capable of remedy but is not remedied by the Defaulting Party or the Insolvent Party becoming insolvent. The provisions of this clause are without prejudice to the rights of the Non-Defaulting Party under this Agreement, Contract and applicable Law.

Notices

18. All notices under or arising out of this JVA shall be given in writing and delivered by hand, a reliable post or courier service, addressed to the respective representatives of Parties as follows, unless any change of address has been notified to the other Parties beforehand:

Company	**Larsen & Toubro Limited**	**Shanghai Tunnel Engineering Co., Ltd**
Address	P Box No 979, Mount Poonamallee Road, Manapakkam, Chennai – 600 089	No.1099, South Wan Ping Road Xuhui District, Shanghai – 200232, China
Attention	**S.V.DESAI**	**NG ENG ANN**
Designation	Vice President	General Manager of India Region

L&T STEC JV MUMBAI – JOINT VENTURE AGREEMENT

LARSEN & TOUBRO LIMITED Construction Chennai

NOTARY PUBLIC R. JAYACHANDRAN B.A., B.L., CITY OF MADRAS REG. No. 81/11 GOVT. OF TAMILNADU

LARSEN & TOUBRO LIMITED Construction Chennai

Mumbai Metro Rail Corporation Ltd. CRM .0026

SHANGHAI TUNNEL ENGINEERING CO. LTD.

Phone	+91-44-33192904	+86-21-53599950
Fax	044-3319 2990	+86-21-53599951
Email id	svd@lntecc.com	steven.ng@sucgi.in
Tax code	AAACL0140P	310104132222385
PoA date	6th February 2015	9th February 2015

Law & Dispute Resolution

19. The governing law of this JVA shall be the Law of India.

20. All disputes arising out of or in connection with this JVA (**"Dispute"**) shall be first submitted for amicable settlement to the Parties' Board Member . Unless agreed otherwise by the Parties, such amicable settlement shall be concluded within 30 calendar days of the Dispute being initiated by written notice between the Parties, invoking this Clause.20.

21. Should any Party serve written notice upon the other Parties that the Dispute, or any part of the Dispute, remains unresolved after the Dispute is referred for amicable settlement as provided in Clause.20 (**"Remaining Dispute"**), then the Parties hereby agree that such Remaining Dispute shall be finally settled by arbitration before an Arbitral Tribunal consisting of three Arbitrators. Each Party shall appoint its nominee arbitrator and both the appointed arbitrators shall nominate the third arbitrator who shall act as the Presiding Arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and/or any statutory modifications thereof as applicable in India and the award rendered by the Arbitral Tribunal shall be final and binding on the Parties. The venue of Arbitration shall be in Delhi. All arbitration proceedings shall be conducted in the English language.

22. Recourse to amicable settlement or arbitration proceedings does not entitle any Party to suspend or delay in any manner whatsoever the execution of the Works or the fulfilment of any other obligation under or arising out of this Agreement or the Contract.

23. Pending the resolution of the dispute in accordance with this Article, the execution of the Contract shall continue without hindrance and nothing herein contained shall affect the right and authority of the JV from proceeding with its obligations under the Contract. None of the Parties shall be released from any of its obligations hereunder by reason of arbitration proceedings having been instituted.

24. The provisions of Clause.19, Clause.20 and Clause.21 shall survive the termination of this JVA.

Assignment, Entirety & Amendment

25. No Party shall assign or encumber its interests or any part thereof in this JVA or the Joint Venture to any third party, without obtaining the prior written consent of all of the remaining Parties.

26. This JVA constitutes the entire agreement between the Parties with respect to the Project, and supersedes any previous communication and/or agreement in relation thereto. Any amendment to this JVA shall be (i) in writing, (ii) expressly invoking this Clause.26, and (iii) be signed by the authorised representative of each Party. If any provision of this JVA is determined or declared to be invalid or unenforceable, such invalidity or unenforceability shall apply only to such provision and the remainder of this JVA shall continue in full force and effect.

Mumbai Metro Rail Corporation Ltd.

NOTARY PUBLIC
R. JAYACHANDRAN
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LARSEN & TOUBRO LIMITED Construction-Chennai

SHANGHAI TUNNEL ENGINEERING CO. LTD.

LARSEN & TOUBRO LIMITED Construction Chennai

0027

27. If required, the Parties shall agree to enter into a detailed JV Agreement after award of Contract.

This Joint Venture Agreement is made in 2 originals of the same validity, with each party keeping 1 original.

IN WITNESS whereof the Parties have caused this JVA to be executed by their duly authorised and empowered representatives the day and the year first written above

For & on behalf of Leader	
Signed by Mr S V Desai	Witnessed by
For & on behalf of	
Signed by Mr NG ENG ANN	Witnessed by

24.2.15

Office :
R. JAYACHANDRAN
ADVOCATE & NOTARY PUBLIC
Saidapet Bar Association
Saidapet, Chennai - 600015

NOTARY PUBLIC
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LARSEN & TOUBRO LIMITED Construction Chennai

Mumbai Metro Rail Corporation Ltd. CRM

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SHANGHAI TUNNEL ENGINEERING CO. LTD.

தமிழ்நாடு तमिलनाडु TAMILNADU

25 FEB 2015

AA 948114

V. HEMACHALAM
Stamp Vendor
L.C. No. A6/45162/81
42, VATHIYAR KANDA PILLAI STREET,
CHOOLAI, CHENNAI - 600 112.
044 - 25323103 / 9381008082

Supplementary Agreement to the Joint Venture Agreement dated 25th day of February 2015.

By and Between

LARSEN & TOUBRO LIMITED, a Company incorporated and existing under the laws of India, Registration # 4768/1945-46 having its Registered Office at L&T House, Ballard Estate, P.O. Box 278, Mumbai, 400 001 India (herein referred to as "**L&T**"),

AND

SHANGHAI TUNNEL ENGINEERING CO., LTD, a company incorporated and existing under the laws of China having its Registered Office at No.957, Haixu Road, Shanghai – 200137 China (herein referred to as "**STEC**")

On 29th January, 2016

This is a Supplementary Agreement for the Joint Venture Agreements, between "L&T-STEC", dated 25th February, 2015

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The terms L&T – STEC shall wherever the context admits and means include its legal representatives, successors and assigns-in-interest. L&T – STEC have been referred in this agreement as **"Party"** or **"Parties"** wherever the context requires.

Herein after the agreements dated 25th February, 2015 shall be referred as **"Joint Venture Agreement"** and the Agreement under reference shall be referred as **"Supplementary Joint Venture Agreement"**.

WHEREAS;

The **"Mumbai Metro Rail Corporation Limited - MMRCL"** (herein referred to as "Employer") has initiated the tender procedure for the **"MUMBAI METRO LINE 3 - COLABA-BANDRA-SEEPZ Project"** herein referred to as **"Project"**. The Employer has issued the Invitation for bids, reference "MM3-CBS-UGC-0914" (herein referred to as "Invitation for Bids").

The Employer has issued the documents forming the instructions to tenderers, reference **"MM3-CBS-UGC-07"**, (herein, including any of their addendums and amendments issued, referred to as **"Tender Documents"**) with the purpose of governing the tendering procedure for the Tender forming part of the Project and in particular the **"Design and Construction of Underground Section including Three Underground Stations at Marol Naka, MIDC and SEEPZ and Associated Tunnels"**, herein referred to as **"Works"** issued through the Notice To Invitation (NIT) by Mumbai Metro Rail Corporation Ltd on 26th November 2014.

The Parties entered into Joint Venture Agreement dated 25th February 2015 to jointly participate in the bid.

The Joint Venture is known as **L&T–STEC JV MUMBAI.**

The Joint Venture intent to announce that on 29th January 2016 entered into a Supplementary Joint Venture Agreement to amend clause no. 16.7 of the Joint Venture Agreement.

Now this Supplementary Joint Venture Agreement witnessed as follows:-

- **Amendment of Clause No. 16.7 :-**

Clause 16.7 shall read as "Twenty - Four months from the date hereof subjected to extension if the Parties receive an award of tendered works."

Save and except the modification incorporated above, all other conditions of the Joint Venture Agreement shall continue to bind the parties for this Supplementary Joint Venture Agreement services.

28-b

IN WITNESS WHEREOF, each Party has caused this Supplemental Joint Venture Agreement to be executed by its duly authorized representative as of the date first written above.

For and on behalf of Lead Partner (L&T)	
Mr. S.V.Desai	Witnessed by:
For and on behalf of (STEC)	
Mr. NG ENG ANN	Witnessed by:

R. Jayachandran
ADVOCATE & NOTARY PUBLIC
Saidapet Bar Association
Saidapet, Chennai - 600 015

28-c

The Client's certificate of completion

竣工验收报告

आज़ादी का अमृत महोत्सव

मुंबई मेट्रो रेल कॉर्पोरेशन मर्यादित
(भारत सरकार व महाराष्ट्र शासन यांचा संयुक्त प्रकल्प)

स्वातंत्र्याचा अमृत महोत्सव

01/03/2023

TO WHOMSOEVER IT MAY CONCERN

This is to confirm that M/s L&T —STEC JV MUMBAI, a Joint Venture of Larsen & Toubro Limited and Shanghai Tunnel Engineering Co. Ltd. has been awarded the below mentioned work vide LOA letter no, MMRC/ML3/Projects/Civil Tender dated 01/07/2016 and is being executed by them. We also confirm that the details of the Project Provided in the attached format are correct.

Name of Work: UGC07 - Design and Construction of Underground Sections including Three Underground Stations at Marol Naka, MIDC and SEEPZ and Associated Bored Tunnel together with a Ramp for the Depot connection

Name of Employer: Mumbai Metro Rail Corporation Limited

Name of Contractor: L&T-STEC JV MUMBAI

This certificate is issued upon the request of M/s L&T-STEC JV MUMBAI vide their letter dated 16/02/2023 for Tendering purposes of M/s. Shanghai Tunnel Engineering Company Limited and does not relieve M/s L&T- STEC JV MUMBAI from any of its obligations as per Contract.

MUMBAI METRO RAIL CORPORATION LTD. MUMBAI

01 Mar. 2023

(Mr. Deepak Sonawane)
Sr. Deputy General Manager

Encl: statement showing the details of Mumbai Metro Line 3 — UGC 07 project

CIN U60100MH2008SGC181770
कार्यालयीन पत्ता: एम. एम. आर. सी. ट्रान्सिट ऑफिस बिल्डिंग, 'ए' विंग, 'ई '- ब्लॉक, सिटी पार्कच्या उत्तरेस,
आयकर कार्यालयाच्या मागे, वांद्रे-कुर्ला संकुल, वांद्रे (पूर्व), मुंबई ४०००५१.
फोन नं +९१-२२-२६३८ ४६०२ **फॅक्स नं** +९१-२२-२६५९ २००५ **ई मेल** mumbaimetro3@mmrcl.com www.mmrcl.com

DETAILS OF MUMBAI METRO LINE-3 UGC 07 PROJECT

Name of the Project	Design and Construction of Underground Sections including Three Underground Stations at Marol Naka, MIDC and SEEPZ and Associated Bored Tunnel together with a Ramp for the Depot connection
Agreement No. & Date	Contract MM3-CBS-UGC-07 dated 24" August 2016
Name of the Employer	Mumbai Metro Rail Corporation Limited
Name of Contractor	L&T-STEC JV MUMBAI
Joint Venture details along with % share of each member	Larsen & Toubro Limited- 65% Shanghai Tunnel Engineering Company Limited- 35%
Contract Value	INR. 1602,15,75,778/- (Indian Rupees - One Thousand Six Hundred and Two Crores Fifteen Lakhs Seventy-Five Thousand Seven Hundred Seventy-Eight Only) plus USD. 109,139,912/- (United States Dollars - One Hundred Nine Million One Hundred Thirty-Nine Thousand Nine Hundred Twelve Only)
Commencement Date	18" July 2016
Date of Completion	10 January 2021 (Original) 28th June 2023 (Revised)

Scope of Work:

Description	Dimension
Tunnel (Upline) by TBM	3.525 Km, Dia. 5.8 m (External Dia. 6.35m), C/s. Area 32 Sqm
Tunnel (Downline) by TBM	3.558 Km, Dia. 5.8 m (External Dia. 6.35m), C/s. Area 32 Sqm
NATM Tunnel	0.5 Km Dia. 10m, Cross Sectional area 85 Sqm
Under Ground Station (s)	3 Nos., Marol Naka Station Size: 238 X 15.6 X 26 m MIDC Station Size: 240 X 23 X 21 m SEEPZ Station Size: 240 X 23 X 21 m
Cross Passage(s) (NATM)	14 Nos., Total Length 175 m, Avg. Cross-sectional Area 11 Sqm

Physical Progress till October 2022

Location	Level	Scope	Completed till Oct 2022	% Completed till October 2022
Marol Naka	Base Slab	187.85 Rmt	187.85 Rmt	100%
	Mezzanine Slab	187.85 Rmt	187.85 Rmt	100%
	Concourse Slab	188.25 Rmt	188.25 Rmt	100%
	Roof Slab	188.25 Rmt	188.25 Rmt	100%
	Entry/Exit	4 Nos	2 Nos	50%
MIDC	Base Slab	240 Rmt	240 Rmt	100%
	Concourse Slab	240 Rmt	240 Rmt	100%
	Roof Slab	240 Rmt	240 Rmt	100%
	Entry/Exit	4 Nos	3 Nos	75%

Location	Level	Scope	Completed till Oct 2022	% Completed till October 2022
SEEPZ	Base Slab	240 Rmt	240 Rmt	100%
	Concourse Slab	240 Rmt	240 Rmt	100%
	Roof Slab	240 Rmt	240 Rmt	100%
	Entry/Exit	4 Nos	4 Nos	100%
Bored Tunneling (*Including Up Line and Down Line*)		7.07 Km	7.07 Km	100%

- **Architectural & MEP work is in progress.**

–<u>Details of Financial Progress:</u>

Financial Year	UoM	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23 Till Oct.22
Value of work done	INR (in Cr.)	48.45	219.00	332.90	508.28	212.68	122.62	25.83
	USD (in m.)	3.90	16.00	24.75	35.00	12.16	7.33	1.34

Supporting Documents for Client
雇主/客户及其联络方式证明

आज़ादी का अमृत महोत्सव

मुंबई मेट्रो रेल कॉर्पोरेशन मर्यादित
(भारत सरकार व महाराष्ट्र शासन यांचा संयुक्त प्रकल्प)

स्वातंत्र्याचा अमृत महोत्सव

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MUMBAI METRO RAIL CORPORATION LTD. MUMBAI

01 Mar. 2023

(Mr. Deepak Sonawane)
Sr. Deputy General Manager

Encl: statement showing the details of Mumbai Metro Line 3 — UGC 07 project

CIN U60100MH2008SGC181770
कार्यालयीन पत्ता: एम. एम. आर. सी. ट्रान्सिट ऑफिस बिल्डिंग, 'ए' विंग, 'ई '- ब्लॉक, सिटी पार्कच्या उत्तरेस,
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DETAILS OF MUMBAI METRO LINE-3 UGC 07 PROJECT

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	USD (in m.)	3.90	16.00	24.75	35.00	12.16	7.33	1.34

BQ Grand Summary
工程量清单总汇表

1.7. Pricing Summary

Price Centre	Description	Amount in Rupees	Amount in Japanese Yen NIL	Amount in Foreign currency No. 1 [1&2] (US DOLLAR)	Amount in Foreign currency No. 2 [1&2] NIL
B	Marol Naka Station	327,98,72,	139.00	13,843,	864.00
C	MIDC Station	303,20,90,	721.00	12,651,	000.00
D	SEEPZ Station	329,12,73,	970.00	15,005,	090.00
E	Section (1) CSIA Domestic Station to Marol Naka Station	125,60,72,	152.00	15,707,	939.00
F	Section (2) Marol Naka Station to. M IDC Station	151,49,96,	123.00	19,484,	370.00
G	Section (3) MIDC Station to SEEPZ Station	203,56,71,	855.00	20,806,	181.00
H	Section (4) SEEPZ Station to Depot Connection	161,15,98,	818.00	11,641,	528.00
	TENDER SUB-TOTAL [3]	1602,15,	75,778.00	109,139,	912.00
	EQUIVALENT TENDER TOTAL IN USD	365,943,262.00			

TENDER TOTAL [4]: USD Three hundred Sixty five millions, Nine hundred Forty three thousand Two hundred Sixty two US DOLLAR only.

Notes:

1) Payments for this Contract will be made in Indian Rupees, Japanese Yen and/or maximum two other international currencies (USD and EURO), if the Contractor so desires, or in a combination of all four currencies.
2) Insert one currency symbol as appropriate.
3) The Project is eligible for deemed export benefits as per Government for India notification Public Notice No. 1(FT)/DEA/2010 dated 5th May 2010.
4) The Bidder shall complete the equivalent Tender Total in USD in words above.
5) If the Bidder offers any discount, he is to indicate the discount in the Table - 2 below.
6) Provisional Sum for the Contract shall be decided by the Employer during the execution of the Works.

L&T-STEC JV MUMBAI MUMBAI (INDIA)

7) (i) For any variation by increase / decrease in station size the Price Centre of that station in the Table 1.7 of Price Summary shall be adjusted on prorata basis on 70% on the value in the respective Price Centre in Table 1.7 after excluding provision for 'E & M and Building Services' for that station in the Schedule of Payments. This variation may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case extra amount of reduction shall be recovered from the Contractor)
(ii) Similarly for tunnel; "For any variation by increase / decrease in tunnel length the Price centre of that item in the Table 1.7 of the Price Summary shall be adjusted on prorata basis on 70% of the Price Centre in Table 1.7 This variation may be positive (in which case extra amount shall be paid to the Contractor), or negative (in which case extra amount of reduction shall be recovered from the Contractor).
(iii) Due to the variation as mentioned in Note No. 7 (i) and or (ii) as above or because of the changes done in Amendment No 3, if any adjustments in internal structural elements of the building such as walls, ducts, shafts, finishes etc., the Contractor shall not be paid any extra cost.
8) The Adjustments for Changes in Costs shall be paid as per the Base Date mentioned in the bid documents.

Table – 1: Country of Origin Declaration Form (ITB 14.1)

Item	Description	Code	Country
	— As per Tender —		

L&T-STEC JV MUMBAI (INDIA)

Table – 2: Delete ~~Possible Combinations for Discounts for All Seven Packages~~

L&T-STEC JV MUMBAI (INDIA)

PRC 10/38 Amendment No 5

Table 3:- Indices for Each Factor for Each Currency of Payment.

Index for: (factor)	Currency of payment	Currency of Index	Name / Published Source of Index	Base Value on Base Date.
Labour	Indian Rupees	Indian Rupees	Basic Consumer Price Index Number for Industrial Workers (Base Year 2001 = 100) published by Ministry of Labour & Employment, Labour Bureau, Gov. of India as applicable to Mumbai on the date 28 days preceding the last date prescribed for receipt of bid	*
Steel	Indian Rupees	Indian Rupees	Basic Wholesale Price Index of Steel (Base Year 2004-05 = 100) as prepared by Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India, on the date 28 days preceding the last date prescribed for receipt of bid.	*
Cement	Indian Rupees	Indian Rupees	Basic Wholesale Price Index of CEMENT & LIME (Base Year 2004-05 = 100) as prepared by Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India on the date 28 days preceding the last date prescribed for receipt of bid.	*
Fuel	Indian Rupees	Indian Rupees	Average price of High Speed Petrol and Diesel for Mumbai on the date 28 days preceding the last date prescribed for receipt for the bid.	*
Machinery	Indian Rupees	Indian Rupees	Basic Wholesale Price Index of CONSTRUCTION MACHINERY (Base Year 2004-05 = 100) as prepared	*

L&T-STEC JV MUMBAI MUMBAI (INDIA)

			by Office of the Economic Adviser, Ministry of Commerce and Industry, Government of India on the date 28 days preceding the last date prescribed for receipt of bid	
Labour	Japanese Yen	*	*	*
Steel	Japanese Yen	US Dollars	CRUspi Asia**	
Cement	Japanese Yen	*	*	*
Fuel	Japanese Yen	US Dollars	London Brent Crude (ICE)	
Machinery	Japanese Yen	*	*	*
			Index number of the costs of labour and materials used in Public Sector Construction Projects (APRIL 2003=100) Published by Census & Static department of the Hong Kong Special Administrative Region.	
Labour	Foreign Currency 1* US DOLLAR	* HONG KONG DOLLAR		
Steel	Foreign Currency 1*	US Dollars	CRUspi Asia**	
Cement	Foreign Currency 1* US. DOLLAR	* HONG KONG DOLLAR	Index numbers of the costs of labour and materials used in Public Sector Construction Projects (APRIL 2003=100) Published by CENSUS and Static department of the HONG KONG Special Administrative Region.	
Fuel	Foreign Currency 1*	US Dollars	London Brent Crude (ICE)	
Machinery	Foreign Currency 1* US DOLLAR	* HONG KONG DOLLAR	Quarterly Producer price Indicies of Selected Service Industries (2001=100) Published by Census & Static department Hongkong Special Administrative Region.	
Labour	Foreign Currency 2*	*	*	*
Steel	Foreign Currency 2*	US Dollars	CRUspi Asia**	
Cement	Foreign Currency 2*	*	*	*
Fuel	Foreign Currency 2*	US Dollars	London Brent Crude (ICE)	
Machinery	Foreign Currency 2*	*	*	*

L&T-STEC JV MUMBAI (INDIA)

* To be completed by Tenderer. For Labour and Cement, the Published Source of Index shall be from Hong Kong for Asia region and UK for Europe region.

** Appropriate CRUspi – North America/Europe/Asia/Global to be indicated by Tenderer. If nothing is indicated the Employer will decide the most appropriate Index Source to be used for that currency at its sole discretion.

The Adjustments for Changes in Costs shall be paid as per the Base Date mentioned in the bid documents

Table 3 Notes;

1. The Tenderer must complete Table 3 by specifying indices applicable to the appropriate industry in the country of origin on the Base Date and the date for adjustment, respectively (published by a credible Government source or other labour/price index published by an international funding/financing agency relevant to the country/continent, independent of the Tenderer.), excepting for the indices for Indian Rupees. Table 3 can include up to four indices for each currency.
2. If the currency of index is different from the currency of payment, a correction factor will be applied as specified in PCC 13.8.2 a).
3. Completion of the Base Value on the base date is desirable but not mandatory.
4. Price Adjustment formula for foreign currency shall apply to imported materials, Steel, Cement, Fuel, machinery and foreign labour. The Contractor shall submit evidence of these purchases and with the Engineer's confirmation of delivery to the project Site
5. The nominated foreign currency in Price Adjustment formula shall be applicable to Table 1.7 Pricing Summary of Pricing documents.

Authorised Signatory for the Tenderer with Company Seal.

Date 17th February 2016 Name S.V. DESAI.

Address L&T, STEC J.V. MUMBAI
P.O. Box 979, TC-3, TOWER A
MOUNT POONAMALLE ROAD
MANAPAKKAM, CHENNAI- 600 089.

L&T-STEC JV MUMBAI (INDIA)

Schedule of Payments

Price Centre "A" Preliminaries shall equal 7.5% of the Price Centre Totals for Price Centres B to H.

Price Centre	Description	Unit	Qty	Percentage for Sub-Items
A	Preliminaries (7.5%)			
A1	Contractual Submissions			
A1.1	Submission of PII, Bond, insurances, etc.	Item	1	4.00
A2	General Items			
A2.1	Initial Works Programme,	Item	1	2.00
A2.2	Works Programme updates, revisions and Three Month Rolling Programme	No.	60	6.00
A2.3	Monthly Progress Report	No	60	6.00
A2.4	Design Manual & Programme for Design Deliverables (Design Units)	Item	1	4.00
A2.5	Quality Assurance & Quality Control Plans & Audits	No	20	8.00
A2.6	Interface Management Plan & Audits	No	20	8.00
A2.7	Interface Matrix and Specific Contract Interface Sheets	Item	1	4.00
A2.8	All Interface management and coordination, including provision of services, for the Interfacing Contractors	No	20	10.00
A2.9	Interface management and coordination from the issue of Taking Over Certificate until start of Revenue Services. (Employer to instruct if required.)	No	6	2.00
A2.10	Station Coordination Installation Plan for Each Station on a Room by Room Basis	No	60	6.00
A2.11	Project Management Information System	No	60	4.00

L&T-STEC JV MUMBAI (INDIA)

Price Centre	Description	Unit	Qty	Percentage for Sub-Items
A2.12	Contractor's Staff Organisation Plan & Key Staff. (Key Staff payment deduction, refer to Clause 1.3.1 above.)	No	60	4.00
A2.13	OHS&E Plan Submission	Item	1	4.00
A2.14	Compliance with Occupational Safety, Health and Environmental Plan & Audits	No	20	12.00
A2.15	Environmental Management Plan & Audits to include; Spoils Management, Diesel Emission Mitigation and Dust Control Plans & Audits	No	20	4.00
A2.16	Comprehensive Testing and Commissioning Programme	No	20	4.00
A2.17	Schedule of Spare Parts	Item	1	2.00
A2.18	Training Plan, Updates and Audits	No	20	4.00
A2.19	All other Items that are included or inferred in the Employer's Requirements , Section VI	Item	1	2.00
	Total for Price Centre A			100%

The above total for Price Centre A shall be equal to 7.5% of the sum of the total amount for each Price Centre "B to H", but is not required to be inserted into the Pricing Summary in Clause 1.7 above.

L&T-STEC JV MUMBAI MUMBAI (INDIA)

PRC 15/38 Amendment No 5

Price Centre	Description.	Percentage for Sub-Items
B	Marol Naka Station (NATM)	
B1.0	General	
B1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	2.5
B1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc.(EBS)	0.20
B1.3	Submit and obtain the Engineer's Notice of No Objection of the detailed site and Ground investigation Reports, including, but not limited to, bore logs, laboratory testing and interpretive reports.	0.10
B1.4	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures, etc. Payment: i) 50% Complete (50%) ii) 100% complete (100%)	0.20
B1.5	Submit and obtain the Engineer's Notice of No Objection of the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals.	0.40
B1.6	Submit and obtain the Engineer's Notice of No Objection of the Utilities (including sewers/drains, etc.) Diversion Plan including drawings identifying existing utilities, drawings identifying proposed diversions and protection works, drawings for details of diversion and protection works, programme for diversion and protection works, explanatory narrative reports, etc. and obtain necessary approvals of the appropriate authorities on the proposals.	0.20

L&T-STEC JV MUMBAI (INDIA)

B2.0	Civil/Structural Works	
B2.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.40
B2.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary roads, footpaths, lighting, signage, traffic lights, road markings, etc. and arranging the diversion of traffic.	0.8
B2.3	Reinstatement of existing roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, road marking, signage, traffic lights, lighting, etc.	1.2
B2.4	Excavation and construction of RCC diaphragm walls/Secant-pile walls/RCC lining walls complete in all respects in cut & cover portion of the station including removal of excavated material from site, tests upon completion, etc. and provide as-built records.	11.0~~10.00~~
B2.5	Excavate the station volume within the diaphragm wall/ Secant-piles walls and up to the required level in all kinds of soil/rock in the cut & cover portion of station including the removal of the excavated material, the provision of temporary walers / struts /supports/Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection including removal of tress and surface furniture, provision of temporary decking for temporary traffic and works areas and dewatering measures including cut off testing and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.	6.8~~5.5~~
B2.6	Construction of the reinforced concrete base slab complete in all respects including the provision of blinding, drainage and waterproofing layers and providing a watertight connection into the diaphragm wall/secant-piles wall/RCC lining wall, etc. in the Cut and Cover portion of the station and provide as-built records.	7.0~~6.00~~
B2.7	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the base slab to the top of the mezzanine (intermediate) level slab including the provision of waterproofing and protection layers in the Cut and Cover portion of the station and provide as-built records.	6.5~~5.5~~

L&T-STEC JV MUMBAI MUMBAI (INDIA)

B2.8	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the Mezzanine (Intermediate) level slab to the top of the concourse level slab including the provision of waterproofing and protection layers in the Cut and Cover portion of the station and provide as-built records.	5.84.8
B2.9	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the concourse level slab to the top of the top level slab including the provision of waterproofing and protection layers in the Cut and Cover portion of the station and provide as built records.	5.5
B2.10	Construction of internal walls and floors and other RCC works to form above ground structures, plant rooms, lobbies, toilets, ventilation shafts and other internal rooms and areas, and form breakthrough of the diaphragm walls/Head Walls/RCC lining Walls (where necessary) for external connections including the removal of debris and forming water tight connections.	2.5
B2.11	Construction of tunnel(s) to house the track and platform, etc. within the station portion, including construction of cross-passages, by NATM method complete in all respects including all temporary /permanent support, lining, waterproofing, pressure grouting the lining, ground treatment, dewatering, instrumentation, monitoring, Reporting, EBS Protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished tunnel profile in the station area, etc., and provide as-built records.	19.5
B2.12	Construction of underground and above ground structures external to the station box including entrances, subways, walkways and ancillary plant buildings. To include all temporary works including excavation, excavation lateral support, dewatering, etc.	9.5
B2.13	Construction of the platform area structure complete with void for mechanical area and drainage beneath and construction of the internal lining to the platform/track, concourse and mezzanine (where applicable) levels complete with drainage including construction of first stage concrete in the track bed area in NATM tunnel/cut and cover portion, if required.	0.80
B2.14	Construction of all lift shafts, escalator support structures and staircase structures including necessary inserts for installation and maintenance of lifts and escalators.	1.20
B2.15	Reinstatement of soft and hard landscape affected by the construction of the underground station including provision of additional soft and hard landscaping to integrate the station	0.30

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	into its environs.	
B2.16	Placement of compacted soil to reinstate the ground level above the station and reinstate drainage works affected by the construction.	0.80
B3.0	E&M and Building Services	
B3.1	All Electrical, Mechanical and Building Services works including design, manufacturing, delivery, installation, testing and commissioning, along with the supply of all related spares, documentation and training, etc. as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	7.0~~12.3~~
B4.0	Architectural and Builder's Works (ABWF)	
B4.1	All Architectural Builder's Works and Finishes (including station signage, all internal and external cladding) including design, manufacturing, delivery, installation and testing as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	6.8
B5.0	All Remaining Works:	
B5.1	All remaining works as shown in the Employer's drawings and Specifications.	3.0
	Total for Price Centre B	100%

The above total for Price Centre B shall be equal to 92.5% of the Sum inserted for Price Centre B in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description.	Percentage for Sub-Items
C	MIDC Station	
C1.0	General	
C1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	2.8
C1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc.(EBS)	0.2
C1.3	Submit and obtain the Engineer's Notice of No Objection of the detailed site and Ground investigation Reports, including, but not limited to, bore logs, laboratory testing and interpretive reports.	0.1
C1.4	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures, etc. Payment: i) 50% complete (50%) ii) 100% complete (100%)	0.2
C1.5	Submit and obtain the Engineer's Notice of No Objection of the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals.	0.5
C1.6	Submit and obtain the Engineer's Notice of No Objection of the Utilities (including sewers/drains, etc.) Diversion Plan including drawings identifying existing utilities, drawings identifying proposed diversions and protection works, drawings for details of diversion and protection works, programme for diversion and protection works, explanatory narrative reports, etc. and obtain	0.2

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Price Centre	Description.	Percentage for Sub-Items
	necessary approvals of the appropriate authorities on the proposals.	
C2.0	Civil/Structural Works	
C2.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.5
C2.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary roads, footpaths, lighting, signage, traffic lights, road markings, etc. and arranging the diversion of traffic.	0.7
C2.3	Reinstatement of existing roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, road marking, signage, traffic lights, lighting, etc.	2.3
C2.4	Excavation and construction of RCC diaphragm walls/Secant-pile walls/RCC lining walls complete in all respects including removal of excavated material from site, tests upon completion, etc. and provide as-built records.	14.1~~13.1~~
C2.5	Excavate the station volume within the diaphragm wall/Secant-piles walls and up to the required level in all kinds of soil/rock including the removal of the excavated material, the provision of temporary walers/ struts /supports/Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection including removal of tress and surface furniture provision of temporary decking for temporary traffic and works areas and dewatering measures including cut off testing and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.	10.3~~9.7~~
C2.6	Construction of the reinforced concrete base slab complete in all respects, including the provision of blinding, drainage and waterproofing layers and providing a watertight connection into the diaphragm wall/secant-piles wall/RCC lining wall, etc. and provide as-built records.	8.0~~7.0~~
C2.7	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the base slab to the top of the concourse level slab including the provision of	9.9~~8.9~~

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Price Centre	Description.	Percentage for Sub-Items
	waterproofing and protection layers and provide as-built records.	
C2.8	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the concourse level slab to the top of the top level slab including the provision of waterproofing and protection layers and provide as built records.	9.9~~8.9~~
C2.9	Construction of internal walls and floors and other RCC works to form above ground structures, plant rooms, lobbies, toilets, ventilation shafts and other internal rooms and areas, and form breakthrough of the diaphragm walls/Head Walls/RCC lining Walls for external connections including the removal of debris and forming water tight connections.	2.8
C2.10	Construction of underground and above ground structures external to the station box including entrances, subways, walkways and ancillary plant buildings ~~(including subway connecting station to Burhani Hill Residential Complex, Hasanat School and Vikhroli Village Hutment area)~~. To include all temporary works including excavation, excavation lateral support, dewatering, etc.	17
C2.11	Construction of the platform area structure complete with void for mechanical area and drainage beneath and construction of the internal lining to the platform/track, concourse and mezzanine (where applicable) levels complete with drainage including construction of first stage concrete in track bed area, if required.	0.9
C2.12	Construction of all lift shafts, escalator support structures and staircase structures including necessary inserts for installation and maintenance of lifts and escalators.	1.4
C2.13	Reinstatement of soft and hard landscape affected by the construction of the underground station including provision of additional soft and hard landscaping to integrate the station into its environs.	0.9
C2.14	Placement of compacted soil to reinstate the ground level above the station and reinstate drainage works affected by the construction.	1.9
C3.0	E&M and Building Services	
C3.1	All Electrical, Mechanical and Building Services works including design, manufacturing, delivery, installation, testing and commissioning, along with the supply of all related spares, documentation and training, etc. as stipulated in the Contract;	7.0~~11.6~~

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Price Centre	Description.	Percentage for Sub-Items
	Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	
C4.0	Architectural and Builder's Works (ABWF)	
C4.1	All Architectural Builder's Works and Finishes (including station signage, all internal and external cladding) including design, manufacturing, delivery, installation and testing as stipulated in the Contract; Payment: i) Design complete (20%) ii) 50% Installation complete (60%) iii) 70% Installation complete (75%) iv) All complete (100%)	5.8
C5.0	All Remaining Works:	
C5.1	All remaining works as shown in the Employer's drawings and Specifications.	2.6
	Total for Price Centre C	100%

The above total for Price Centre C shall be equal to 92.5% of the Sum inserted for Price Centre C in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description.	Percentage for Sub-Items
D	SEEPZ Station	
D1.0	General	
D1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): v) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) vi) Detailed Design (70%) vii) Good For Construction Drawings Issued (90%) viii) As Built Drawings (100%)	3.00
D1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc.(EBS)	0.20
D1.3	Submit and obtain the Engineer's Notice of No Objection of the detailed site and Ground investigation Reports, including, but not limited to, bore logs, laboratory testing and interpretive reports.	0.10
D1.4	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures, etc. Payment: iii) 50% complete (50%) iv) 100% complete (100%)	0.20
D1.5	Submit and obtain the Engineer's Notice of No Objection of the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals.	0.50
D1.6	Submit and obtain the Engineer's Notice of No Objection of the Utilities (including sewers/drains, etc.) Diversion Plan including drawings identifying existing utilities, drawings identifying proposed diversions and protection works, drawings for details of diversion and protection works, programme for diversion and protection works, explanatory narrative reports, etc. and obtain necessary approvals of the appropriate authorities on the proposals.	0.20

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D2.0	Civil/Structural Works	
D2.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.50
D2.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary roads, footpaths, lighting, signage, traffic lights, road markings, etc. and arranging the diversion of traffic.	0.80
D2.3	Reinstatement of existing roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, road marking, signage, traffic lights, lighting, etc.	2.50
D2.4	Excavation and construction of RCC diaphragm walls/Secant-pile walls/RCC lining walls complete in all respects including removal of excavated material from site, tests upon completion, etc. and provide as-built records.	15.0~~14.00~~
D2.5	Excavate the station volume within the diaphragm wall/Secant-piles walls and up to the required level in all kinds of soil/rock including the removal of the excavated material, the provision of temporary walers/ struts /supports/Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection including removal of tress and surface furniture provision of temporary decking for temporary traffic and works areas and dewatering measures including cut off testing and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.	11.8~~10.40~~
D2.6	Construction of the reinforced concrete base slab complete in all respects, including the provision of blinding, drainage and waterproofing layers and providing a watertight connection into the diaphragm wall/secant-piles wall/RCC lining wall, etc. and provide as-built records.	8.5~~7.50~~
D2.7	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the base slab to the top of the concourse level slab including the provision of waterproofing and protection layers and provide as-built records.	10.5~~9.50~~
D2.8	Construction of the reinforced concrete columns, slabs and beams for the structure between the top of the concourse level slab to the top of the top level slab including the provision of	10.5~~9.50~~

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	waterproofing and protection layers and provide as built records.	
D2.9	Construction of internal walls and floors and other RCC works to form above ground structures, plant rooms, lobbies, toilets, ventilation shafts and other internal rooms and areas, and form breakthrough of the diaphragm walls/Head Walls/RCC lining Walls for external connections including the removal of debris and forming water tight connections.	3.00
D2.10	Construction of underground and above ground structures external to the station box including entrances, subways, walkways and ancillary plant buildings. To include all temporary works including excavation, excavation lateral support, dewatering, etc.	11.00
D2.11	Construction of the platform area structure complete with void for mechanical area and drainage beneath and construction of the internal lining to the platform/track, concourse and mezzanine (where applicable) levels complete with drainage including construction of first stage concrete in track bed area, if required.	1.00
D2.12	Construction of all lift shafts, escalator support structures and staircase structures including necessary inserts for installation and maintenance of lifts and escalators.	1.50
D2.13	Reinstatement of soft and hard landscape affected by the construction of the underground station including provision of additional soft and hard landscaping to integrate the station into its environs.	1.00
D2.14	Placement of compacted soil to reinstate the ground level above the station and reinstate drainage works affected by the construction.	2.00
D3.0	E&M and Building Services	
D3.1	All Electrical, Mechanical and Building Services works including design, manufacturing, delivery, installation, testing and commissioning, along with the supply of all related spares, documentation and training, etc. as stipulated in the Contract; Payment: v) Design complete (20%) vi) 50% Installation complete (60%) vii) 70% Installation complete (75%) viii) All complete (100%)	7.0~~12.40~~
D4.0	Architectural and Builder's Works (ABWF)	
D4.1	All Architectural Builder's Works and Finishes (including station signage, all internal and external cladding) including design, manufacturing, delivery, installation and testing as stipulated in	6.20

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	the Contract; Payment: v) Design complete (20%) vi) 50% Installation complete (60%) vii) 70% Installation complete (75%) viii) All complete (100%)	
D5.0	All Remaining Works:	
D5.1	All remaining works as shown in the Employer's drawings and Specifications.	3.00
	Total for Price Centre D	100%

The above total for Price Centre D shall be equal to 92.5% of the Sum inserted for Price Centre D in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description	Percentage for Sub-Items
E	Section (1) Tunnels from CSIA Domestic Station to Marol Naka Station	
E1.0	General	
E1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): i) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) ii) Detailed Design (70%) iii) Good For Construction Drawings Issued (90%) iv) As Built Drawings (100%)	3.00
E1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.50
E1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS).	1.00
E1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	0.50
E2.0	Tunnelling	
E2.1	The design, procurement, delivery of the Tunnel Boring Machines (at least three for the contract package), plus site assembly of the TBMs at the base of the launching shaft/station. Design shall include obtaining the Engineer's Notice of No Objection to the design details and the proposed method of operation of the TBM which shall include an assessment of the impacts of the TBM operation on the environs through which it will pass, including the existing adjacent buildings, structures, water wells, railway facilities, etc. (EBS) Payment on: i) Confirmation of Procurement (30%) ii) Delivery to site (50%) iii) Full Assembly in position at Site (75%) iv) Successful trial working (after 100m) (100%)	10.00
E2.2	Establishment, including dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment,	4.00

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	compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery, etc.	
E2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and shall have proper drainage and clean and safe access routes shall be maintained to the work face.	66.00
E2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer.	2.00
E2.5	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	4.00
E2.6	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	1.00
E2.7	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	1.00
E2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	1.00
E3.0	All Remaining Works	
E3.1	All remaining works as shown in the Employer's drawings and Specifications including walkways, drainage system, first pour concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	6.00
	Total for Price Centre E	100%

The above total for Price Centre E shall be equal to 92.5% of the Sum inserted for Price Centre E in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description	Percentage for Sub-Items
F	Section (2) Tunnels from Marol Naka Station to MIDC Station	
F1.0	General	
F 1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): v) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) vi) Detailed Design (70%) vii) Good For Construction Drawings Issued (90%) viii) As Built Drawings (100%)	3.00
F 1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.50
F 1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS).	1.00
F 1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	0.50
F 2.0	Tunnelling	
F 2.1	The design, procurement, delivery of the Tunnel Boring Machines (at least three for the contract package), plus site assembly of the TBMs at the base of the launching shaft/station. Design shall include obtaining the Engineer's Notice of No Objection to the design details and the proposed method of operation of the TBM which shall include an assessment of the impacts of the TBM operation on the environs through which it will pass, including the existing adjacent buildings, structures, water wells, railway facilities, etc. (EBS) Payment on: v) Confirmation of Procurement (30%) vi) Delivery to site (50%) vii) Full Assembly in position at Site (75%) viii) Successful trial working (after 100m) (100%)	10.00
F 2.2	Establishment, including dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment,	4.00

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	compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery, etc.	
F 2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and shall have proper drainage and clean and safe access routes shall be maintained to the work face.	66.00
F 2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer.	2.00
F 2.5	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	4.00
F 2.6	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	1.00
F 2.7	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	1.00
F 2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	1.00
F 3.0	All Remaining Works	
F 3.1	All remaining works as shown in the Employer's drawings and Specifications including walkways, drainage system, first pour concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	6.00
	Total for Price Centre F	100%

The above total for Price Centre F shall be equal to 92.5% of the Sum inserted for Price Centre F in the Pricing Summary in Clause 1.7 above.

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Price Centre	Description	Percentage for Sub-Items
G	Section (3) Tunnels from MIDC Station to SEEPZ Station	
G1.0	General	
G1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): ix) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) x) Detailed Design (70%) xi) Good For Construction Drawings Issued (90%) xii) As Built Drawings (100%)	3.00
G1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points.	0.50
G1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS).	1.00
G1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	0.50
G2.0	Tunnelling	
G2.1	The design, procurement, delivery of the Tunnel Boring Machines (at least three for the contract package), plus site assembly of the TBMs at the base of the launching shaft/station. Design shall include obtaining the Engineer's Notice of No Objection to the design details and the proposed method of operation of the TBM which shall include an assessment of the impacts of the TBM operation on the environs through which it will pass, including the existing adjacent buildings, structures, water wells, railway facilities, etc. (EBS) Payment on: ix) Confirmation of Procurement (30%) x) Delivery to site (50%) xi) Full Assembly in position at Site (75%) xii) Successful trial working (after 100m) (100%)	10.00
G2.2	Establishment, including dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery, etc.	4.00
G2.3	Undertake tunnel boring, including, but not limited to, any	66.00

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	necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and shall have proper drainage and clean and safe access routes shall be maintained to the work face.	
G2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer.	2.00
G2.5	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	4.00
G2.6	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	1.00
G2.7	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	1.00
G2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	1.00
G3.0	All Remaining Works	
G3.1	All remaining works as shown in the Employer's drawings and Specifications including walkways, drainage system, first pour concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	6.00
	Total for Price Centre G	100%

The above total for Price Centre G shall be equal to 92.5% of the Sum inserted for Price Centre G in the Pricing Summary in Clause 1.7 above

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Price Centre	Description	Percentage for Sub-Items
H	Section (4) Tunnels from SEEPZ Station to Depot connection (from northern end of SEEPZ station up to the contract boundary) including bored tunnels, ~~Cut and Cover Tunnel~~ and the ramp portion leading to the depot.	
H1.0	General	
H1.1	Submit and obtain the Engineer's Notice of No Objection for Design Deliverables; Payment (at completion of): xiii) Production of Design Manuals and other design/durability related documents including Preliminary Design (30%) xiv) Detailed Design (70%) xv) Good For Construction Drawings Issued (90%) xvi) As Built Drawings (100%)	3.00
H1.2	Submit and obtain the Engineer's Notice of No Objection for Detailed Survey Reports and Drawings, including topographic surveys and establishment of the settlement control points	0.50
H1.3	Submit and obtain the Engineer's Notice of No Objection for the pre-condition surveys of adjacent buildings, structures, water wells, railway facilities, etc. (EBS).	0.5
H1.4	Submit and obtain the Engineer's Notice of No Objection of the detailed site and ground investigation Reports, including but not limited to, bore logs, laboratory testing and interpretive reports.	0.50
H1.5	Undertake site clearance to the satisfaction of the Engineer of all site areas including the removal of vegetation, tree felling, removal of refuse, removal of unsuitable soil, removal of surface water, demolition of existing structures, etc. for the cut & cover tunnel and the ramp portion . Payment: i) 50% complete (50%) ii) 100% complete (100%)	0.50
H1.6	Submit and obtain the Engineer's Notice of No Objection of the Traffic Management Plans including schemes for the diversions of roads, footpaths, phasing of works construction, programme for implementations of schemes, temporary road markings, temporary barricading, temporary signage, temporary road lighting, temporary traffic lights, etc. and obtain the necessary approvals of the appropriate authorities on the proposals for cut & cover tunnel and ramp portion.	0.3
H2.0	Tunnelling (Bored)	

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H2.1	The design, procurement, delivery of the Tunnel Boring Machines (at least three for the contract package), plus site assembly of the TBMs at the base of the launching shaft/station. Design shall include obtaining the Engineer's Notice of No Objection to the design details and the proposed method of operation of the TBM which shall include an assessment of the impacts of the TBM operation on the environs through which it will pass, including the existing adjacent buildings, structures, water wells, railway facilities, etc. (EBS) Payment on: xiii) Confirmation of Procurement (30%) xiv) Delivery to site (50%) xv) Full Assembly in position at Site (75%) xvi) Successful trial working (after 100m) (100%)	7.00
H2.2	Establishment, including dismantling, moving and reestablishment as necessary, of all ancillary equipment necessary to support the operation of the TBMs including decking, access walkways and stairs, lifting equipment, compressed air, grouting equipment, slurry tanks, muck removal equipment, means of liner delivery, etc.	2.0
H2.3	Undertake tunnel boring, including, but not limited to, any necessary probing and pre-treatment of ground, excavation, muck removal, installation of linings complete in position and initial grouting. At all times the tunnel under construction shall be well lit and ventilated and shall have proper drainage and clean and safe access routes shall be maintained to the work face.	35.0
H2.4	Undertake final pressure grouting to linings to the satisfaction of the Engineer.	1.0
H2.5	Undertake the construction of the cross passages complete in all respects including, but not limited to, all temporary/permanent support, lining, waterproofing, pressure grouting the lining, any probing and ground treatment ,dewatering, instrumentation, monitoring, reporting, EBS protection, excavation, removal of excavated material from site, drainage, etc. to obtain the required finished profile , and provide as-built records.	1.5
H2.6	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary ventilation system for the tunnels.	0.5
H2.7	Design, procure, install and maintain during operation to the satisfaction of the Engineer the temporary lighting and drainage system for the tunnels.	0.5
H2.8	Monitor the settlement control points for the duration of the tunnel construction, including daily reporting to the Engineer, plus real time monitoring where stipulated in the Contract.	0.5

L&T-STEC JV MUMBAI MUMBAI (INDIA)

H3.0	Civil/Structural Works (for Cut & Cover tunnel and ramp portion)	
H3.1	Design, supply and install barricading to the satisfaction of the Engineer, including lighting, signage and painting with MMRC logo and maintain the same in satisfactory condition for the duration of the works.	0.30
H3.2	Implementation and maintenance of traffic management schemes to the satisfaction of the Engineer including provision of temporary roads, footpaths, lighting, signage, traffic lights, road markings, etc. and arranging the diversion of traffic.	0.20
H3.3	Reinstatement of existing roads and footpaths at completion of works to the satisfaction of the Engineer together with the additional facilities identified on the approved Drawings including the provision of new pavements, drainage, road marking, signage, traffic lights, lighting, etc.	0.7
H3.4	Construction of Cut and Cover Tunnel : Construction of RCC Diaphragm walls/Secant-pile walls/RCC Lining walls/cofferdam walls(as approved by the Engineer) etc., excavation[to the required level in all kinds of soil/rock including the removal of the excavated material, the provision of lateral support system/temporary walers/ struts /Rock Bolt/Rock Anchor, etc. to maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection, provision of temporary decking for temporary traffic and works areas(if required) and dewatering measures including cut off testing and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.] and forming the Cut and Cover tunnel including the provision of separation (divider) wall, cross-passages, base slab, side walls, roof slab, blinding, drainage , waterproofing system , protection layers, provision of watertight connections between various structural members etc. complete in all respects and provide as-built records (wherever applicable). a) Walls complete(including separation wall) – 33% b) Excavation complete ---- 25% c) Base slab complete --- 21% d) Roof slab complete --- 21%	28.0
H3.5	Construction of ramp: Construction of RCC Diaphragm walls/Secant-pile walls/RCC Lining walls/cofferdam walls(as approved by the Engineer)/Side walls etc , excavation[to the required level in all kinds of soil/rock including the removal of the excavated material, the provision of lateral support system/temporary walers/ struts /Rock Bolt/Rock Anchor, etc. to	12.0

L&T-STEC JV MUMBAI MUMBAI (INDIA)

	maintain stability including the preloading of struts if necessary, Chartered Utility supporting system and protection, provision of temporary decking for temporary traffic and works areas(if required) and dewatering measures including cut off testing and recharging if necessary, etc. and Instrumentation, Monitoring & Reporting and EBS Protection, including preventive, protective and restoration measures/works for EBS likely to be affected or affected by the Works under the Contract , etc.] and forming the ramp structure including the provision of base slab, side walls (including provisions for fixing OHE masts/supports), blinding, drainage , waterproofing system , protection layers, provision of watertight connections between various structural members et. Complete in all respects and provide as-built records (wherever applicable). a) Walls complete – 35% b) Excavation complete ---- 20% c) Base slab complete --- 45%	
H3.6	Placement of compacted soil to reinstate the ground level above the cut & cover tunnel along with compacted soil around the ramp section and reinstate drainage works affected by the construction.	0.5
H4.0	Architectural and Builder's Works (ABWF) (for Cut & Cover tunnel & ramp portion)	
H4.1	All Architectural Builder's Works and Finishes (including signage, all internal and external cladding) on the Cut and cover and ramp portion, visible to the public on the ground including protective railing/fencing in the ramp walls etc complete in all respects, including design, manufacturing, delivery, installation and testing as stipulated in the Contract; Payment: ix) Design complete (20%) x) 50% Installation complete (60%) xi) 70% Installation complete (75%) xii) All complete (100%)	1.0
H5.0	All Remaining Works	
H5.1	All remaining works as shown in the Employer's drawings and Specifications including walkways, drainage system, first pour concrete in tunnel invert, Chartered Utility supporting system and protection including removal of tress and surface furniture, and reinstatement of temporary TBM shaft areas , if any etc.	4.0
	Total for Price Centre H	100%

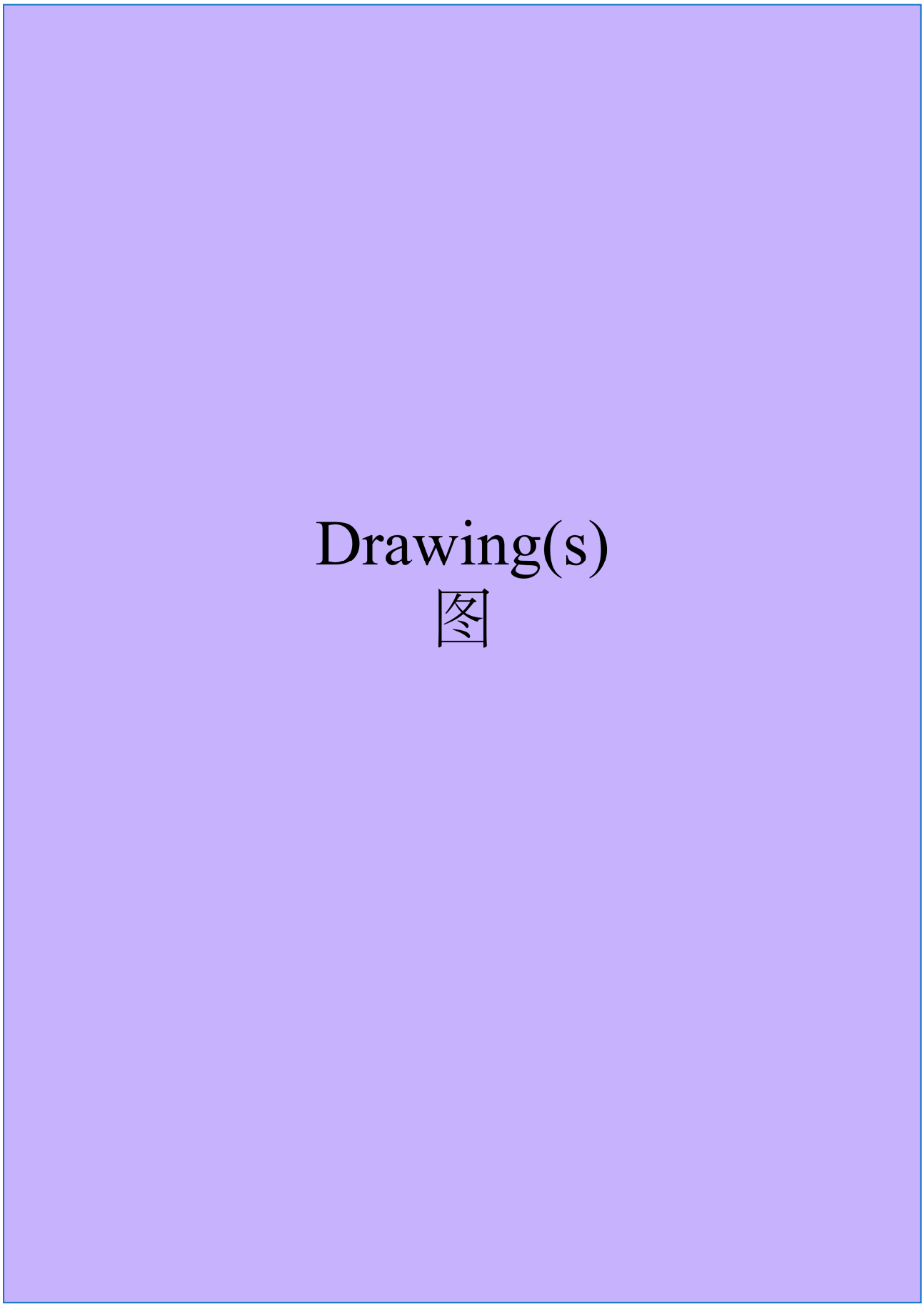
L&T-STEC JV MUMBAI (INDIA)

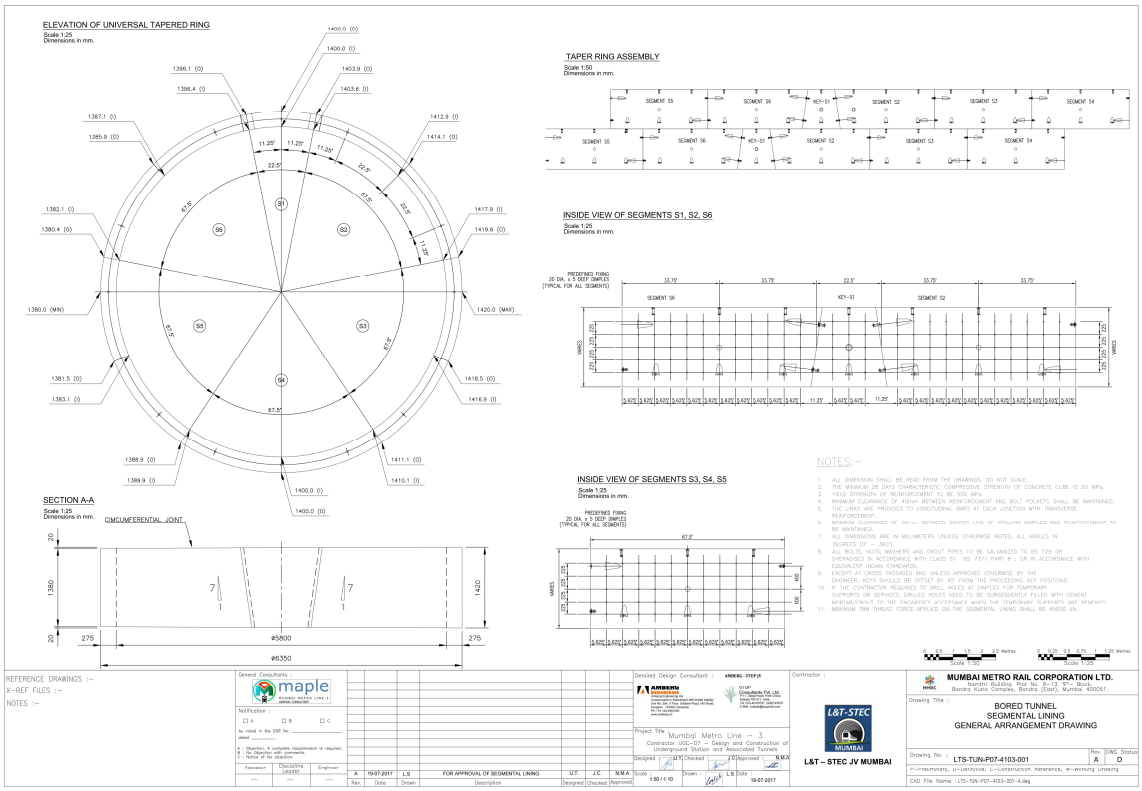
The above total for Price Centre H shall be equal to 92.5% of the Sum inserted for Price Centre H in the Pricing Summary in Clause 1.7 above.

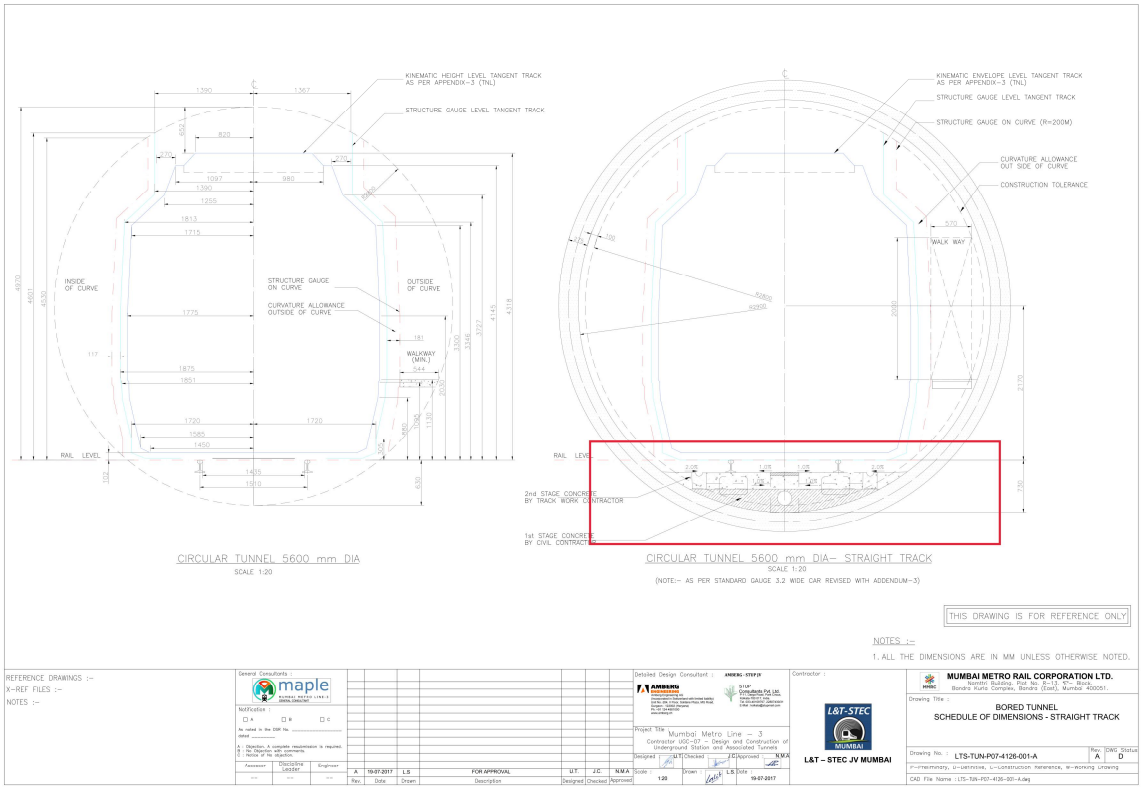
Price Centre I

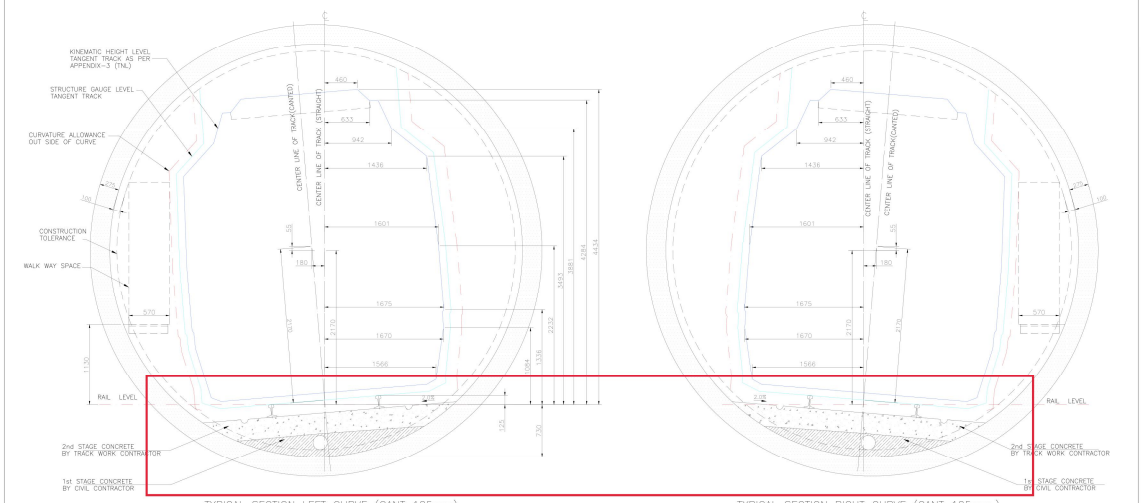
The payment for the works under this Price Centre shall be made based on the amount, worked out as per the actual quantities of works executed and measured plus 10% of the amount so worked out to represent the management /coordination charges of the Contractor.

L&T-STEC JV MUMBAI (INDIA)


Drawing(s)
图


ELEVATION OF UNIVERSAL TAPERED RING
Scale 1:25
Dimensions in mm.
TAPER RING ASSEMBLY
Scale 1:50
Dimensions in mm.
INSIDE VIEW OF SEGMENTS S1, S2, S6
Scale 1:25
Dimensions in mm.
INSIDE VIEW OF SEGMENTS S3, S4, S5
Scale 1:25
Dimensions in mm.
SECTION A-A
Scale 1:25
Dimensions in mm.
CIRCUMFERENTIAL JOINT
NOTES:-
REFERENCE DRAWINGS :-
X-REF FILES :-
NOTES :-
MUMBAI METRO RAIL CORPORATION LTD.
BORED TUNNEL
SEGMENTAL LINING
GENERAL ARRANGEMENT DRAWING
LTS-TUN-P07-4103-001
L&T – STEC JV MUMBAI


KINEMATIC HEIGHT LEVEL TANGENT TRACK AS PER APPENDIX-3 (TNL)
STRUCTURE GAUGE LEVEL TANGENT TRACK
KINEMATIC ENVELOPE LEVEL TANGENT TRACK AS PER APPENDIX-3 (TNL)
STRUCTURE GAUGE ON CURVE (R=200M)
CURVATURE ALLOWANCE OUT SIDE OF CURVE
CONSTRUCTION TOLERANCE
WALK WAY
INSIDE OF CURVE
OUTSIDE OF CURVE
RAIL LEVEL
2nd STAGE CONCRETE BY TRACK WORK CONTRACTOR
1st STAGE CONCRETE BY CIVIL CONTRACTOR
CIRCULAR TUNNEL 5600 mm DIA
SCALE 1:20
CIRCULAR TUNNEL 5600 mm DIA– STRAIGHT TRACK
SCALE 1:20
(NOTE:– AS PER STANDARD GAUGE 3.2 WIDE CAR REVISED WITH ADDENDUM–3)
THIS DRAWING IS FOR REFERENCE ONLY
NOTES :-
1. ALL THE DIMENSIONS ARE IN MM UNLESS OTHERWISE NOTED.
REFERENCE DRAWINGS :-
X-REF FILES :-
NOTES :-
MUMBAI METRO RAIL CORPORATION LTD.
BORED TUNNEL
SCHEDULE OF DIMENSIONS - STRAIGHT TRACK
LTS-TUN-P07-4126-001-A
L&T – STEC JV MUMBAI



THIS DRAWING IS FOR REFERENCE ONLY

NOTES :-

1. ALL THE DIMENSIONS ARE IN MM UNLESS OTHERWISE NOTED.

REFERENCE DRAWINGS :-

X-REF FILES :-

NOTES :-

General Consultants : maple

Detailed Design Consultant : ANBERG - STEP JV

Contractor : L&T-STEC MUMBAI — L&T – STEC JV MUMBAI

MUMBAI METRO RAIL CORPORATION LTD.
Bandra Kurla Complex, Bandra (East), Mumbai 400051.

Project Title : Mumbai Metro Line – 3
Contractor UGC-07 – Design and Construction of Underground Station and Associated Tunnels

Drawing Title : BORED TUNNEL
SCHEDULE OF DIMENSIONS - CURVED TRACK

Rev.	Date	Drawn	Description	Designed	Checked	Approved
A	19-07-2017	LS	FOR APPROVAL	U.T.	J.C.	N.M.A

Designed : U.T. Checked : J.C. Approved : N.M.A
Scale : 1:20 Drawn : L.S. Date : 19-07-2017

Drawing No. : LTS-TUN-P07-4126-002-A Rev. A DWG Status D

P-Preliminary, U-Untrace, L-Construction Reference, W-Working Drawing

CAD File Name : LTS-TUN-P07-4126-001-A.dwg

表格 B – 投标者的定罪记录

表格 B – 投标者的定罪记录

(表格 B 要求的所有资料将用于标书评估)

i) 公司名称（如属联合体，则为个人参与者 / 股东）：	上海隧道工程股份有限公司
ii) 参与/份额百分比（仅限联合体）：	
iii) 过去 3 年期间的定罪次数[1]：	0
iv) 3 年期间内进行中及已完成的建筑合约数量[2]：	7
v) 系数[3]：	0

表 1 定罪详情

合约名称及合约编号	条例下的定罪（须注明条例名称）	罪行性质	判决日期
Nil 无	Nil 无	Nil 无	Nil 无

注：

1. 3 年期间是指从原定截标日期（如已延长则指延长后的日期）起倒数 2 个月前的月份最后一天结束。定罪次数包括投标者须知附录 B 评分标准第 (2)(g) 节所列的所有相关条例下的定罪总数。

2. 进行中及已完成的建筑合约数量为以下各项之和：

(a) 投标者在上述 3 年期间内在香港以总承建商或联合体参与者/股东身份参与的所有类别公共及私营机构合约总数；及

(b) 若投标者或联合体投标者的任何参与者/股东被记录在分判商身份下的定罪，则包括记录该定罪的同一 3 年期间内的该等分判合约。

投标者应在表 2 中列出该 3 年期间内的进行中及已完成本地非政府建筑合约，以及客户及/或工程师 / 建筑师 / 测量师 / 监管人员 / 获授权人士 / 项目经理的联系电话、传真号码及电邮地址（如适用）。

3. 系数 = 过去 3 年期间的定罪次数 / 同期内进行中及已完成的建筑合约数量。

4. 对于本地非政府的进行中或已完成合约，应提供合约协议书副本、中标函或同等文件，以及客户、工程师、建筑师、测量师、监管人员、获授权人士或项目经理的完工证明（如适用）或同等文件。任何没有证明文件的本地非政府合约将不予在标书评估中考虑。

表 2 过去 3 年期间的本地非政府进行中 / 已完成建筑合约

本地非政府进行中 / 已完成建筑合约的合约编号及合约名称	合约工程师 / 项目经理姓名	联系电话号码	联系传真号码	联系电邮地址
Nil 无	Nil 无	Nil 无	Nil 无	Nil 无

表 3 过去 3 年期间的本地政府进行中 / 已完成建筑合约

Contract No. and Contract Title of the local government ongoing/completed construction contracts 本地政府进行中 / 已完成建筑合约的合约编号及合约名称	Name of the Engineer / Project Manager for the contracts 合约工程师 / 项目经理姓名	Contact Telephone no. 联系电话号码	Contact Facsimile no. 联系传真号码	Contact email address 联系电邮地址
DC/2025/07 Relocation of Sha Tin Sewage Treatment Works to Caverns - Civil Works for Sewage Treatment Facilities and Associated Works 搬迁沙田污水处理厂往岩洞—污水处理设施的土木工程及相关工程	Mr. TM YIP, Ben DSD 叶达明先生 渠务署	3965 8005	3103 0003	tmyip@dsd.gov.hk
ND/2024/08 Fanling North New Development Area, Remaining Phase: Site Formation and Infrastructure Works (West) 粉岭北新发展区余下阶段—地盘平整和基础设施工程（西）	Ms. Joyce YY LAU CEDD North Development Office 刘晓欣女士，太平绅士 土木工程署北拓展处	3547 1608	3547 1658	joycelau@cedd.gov.hk
ND/2024/03 Kwu Tung North New Development Area, Remaining Phase: Improvement Works of Fanling Highway (Kwu Tung Portion) and Associated Works 古洞北新发展区余下工程—粉岭公路（古洞段）改善工程及相关工程	Mr. CHEUNG Ka Leung, Tony CEDD North Development Office 张家亮先生 土木工程署北拓展处	3547 1608	3547 1658	tonyklcheung@cedd.gov.hk

DC/2024/03 Drainage Improvement Works in Wong Tai Sin 黄大仙雨水排放系统改善工程	Ms. HO Ka Yee, Carol DSD 何家仪女士 渠务署	2594 7038	3104 6426	carolho@dsd.gov.hk
ED/2018/05 Kai Tak Development - Stage 5B Infrastructure Works at the Former North Apron Area 启德发展计划—前北面停机坪第5B 期的基础设施工程	Mr. FUNG Yiu Cheung, Dennis CEDD East Development Office 冯耀祥先生 土木工程署东拓展处	3842 7087	2739 0076	dycfung@cedd.gov.hk
NE/2016/01 Site formation and infrastructure Works for Development of Anderson Road Quarry Site 安达臣道石矿场用地发展的土地平整及基础建设工程	Mr. LEUNG Chung Lap, Michael, JP CEDD East Development Office 梁中立先生，太平绅士 土木工程署东拓展处	3842 7080	2739 0076	michaelleung@cedd.gov.hk
NE/2017/01 Tseung Kwan O - Lam Tin Tunnel - Tseung Kwan O Interchange and Associated Works 将军澳—蓝田隧道—将军澳交汇处及相关工程	Mr. KY Chan AECOM Asia Co. Ltd. 陈启源先生 艾奕康有限公司	3922 9000	2759 1698	kyc1338@hotmail.com

上述定罪记录的真实性须由董事总经理或获授权代表投标者签署香港政府合约的人士核证。

姓名：张振　　签署：

公司：上海隧道工程股份有限公司　　职位：获授权签署人

DC/2025/07

Relocation of Sha Tin Sewage Treatment Works to Caverns - Civil Works for Sewage Treatment Facilities and Associated Works

DC/2025/07

搬迁沙田污水处理厂往岩洞—污水处理设施的土木工程及相关工程

香港特別行政區政府 The Government of the Hong Kong Special Administrative Region
渠 務 署 **Drainage Services Department**
香港灣仔告士打道 5 號稅務大樓 43 樓 43/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong

來函檔號 Your Ref :
本署檔號 Our Ref : (01DE0B) in DSD CRR 7/7/805/1 DC2507
電 話 Tel : (852) 2594 7006
傳 真 Fax : (852) 2827 0287

By e-TS(WC), Fax (2861 2568) and Post

18 December 2025

Alchmex – STEC Joint Venture
29/F, China Overseas Building,
139 Hennessy Road,
Hong Kong
(Attn: Mr. HUNG Cheung Shew)

Dear Sirs,

Contract No. DC/2025/07
Relocation of Sha Tin Sewage Treatment Works to Caverns –
Civil Works for Sewage Treatment Facilities and Associated Works

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender at a tendered total of the Prices of **Hong Kong Dollars Three Billion Nineteen Million Thirty-six Thousand and Seventy-one (HK$3,019,036,071.00)** is accepted.

The following correspondence forms part of this contract:

Correspondence from Drainage Services Department:

(i) Letter ref. (01DCLD) in CPR 8/4399DS/DC2507 dated 12 December 2025 on "Tender Negotiation" with signed reply slip dated 15 December 2025 from Alchmex – STEC Joint Venture.

Correspondence from AECOM Asia Company Limited:

(ii) Letter ref. DNCM:LKS:whkw:60334056/16.5-2025006634W dated 25 August 2025 on "Tender Addendum No. 1" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

.../2

(iii) Letter ref. TLST:LKS:whkw:60334056/16.5-2025006923W dated 9 September 2025 on "Tender Addendum No. 2" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

(iv) Letter ref. DNCM:LKS:whkw:60334056/16.5-2025007310W dated 18 September 2025 on "Tender Addendum No. 3" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

(v) Letter ref. DNCM:LKS:whkw:60334056/16.5-2025007433W dated 23 September 2025 on "Tender Addendum No. 4" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

(vi) Letter ref TLST:LKS:whkw:60334056/16.5-2025007593W dated 29 September 2025 on "Tender Addendum No. 5" with signed certifications from Alchmex International Construction Limited and Shanghai Tunnel Engineering Co. Ltd.;

(vii) Letter ref. DNCM:LKS:VWHL:whkw:60334056/16.5-2025009006W dated 4 December 2025 on "Tender – Submission of Further Information";

(viii) Letter ref. DNCM:LKS:VWHL:whkw:60334056/16.5-2025009008W dated 4 December 2025 on "Tender Clarification – *activity schedule*";

(ix) Letter ref. DNCM:LKS:RCMY:whkw:60334056/16.5-2025009239W dated 18 December 2025 on "Rates of Delay Damages"; and

(x) Letter ref. DNCM:LKS:VWHL:whkw:60334056/16.5-2025009240W dated 18 December 2025 on "Correspondence Forming Part of the Contract".

Correspondence from Alchmex – STEC Joint Venture:

(xi) Letter ref. CSHK/DCE/TEN/2025/8317 dated 5 December 2025 on "Tender – Submission of Further Information";

(xii) Letter ref. CSHK/DCE/TEN/2025/8318 dated 5 December 2025 on "Tender Clarification – *activity schedule*";

(xiii) Letter ref. CSHK/DCE/TEN/2025/8324 dated 18 December 2025 on "Rates of Delay Damages"; and

(xiv) Letter ref. CSHK/DCE/TEN/2025/8325 dated 18 December 2025 on "Correspondence Forming Part of the Contract".

You should now proceed to effect the insurance policies in accordance with Clause 83 of the *conditions of contract* as amended by the Schedule to the Articles of Agreement, and Annex 3 to the Scope. The policies are to be submitted to me three working days prior to the date set for executing the Articles of Agreement.

.../3

The *Project Manager* and the *Supervisor* for this contract will be Directors or higher positions on behalf of AECOM Asia Company Limited for Consultancy Agreement No. CE 30/2014 (DS) – Relocation of Sha Tin Sewage Treatment Works to Caverns: Caverns and Sewage Treatment Works – Investigation, Design and Construction at 12/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong, who will write to you separately regarding the delegation of actions to their delegates and the *starting date*.

You are to submit to the *Project Manager* the first programme as required by Clause 31.1 of the *conditions of contract* and Clause 3 of the Contract Data Part one; the Subcontractor Management Plan as required by Clause R2(1) of the *additional conditions of contract*; the procedure for competitive selecting suppliers of Plant and Materials, Equipment and insurance as required by Clause S3(1) of the *additional conditions of contract*; the list of staff with all necessary details proposed for the *Contractor*'s management team as required by Clause D1(3) of the *additional conditions of contract*; and the quality policy statement and quality plan as required by Clause 40.2 of the *conditions of contract* as amended by the Schedule to the Articles of Agreement, Clause D36(1) of the *additional conditions of contract* and Clause 4 of the Contract Data Part one. Also, you are to submit to the *Supervisor* the draft Safety Plan as required by Clause D6(2) of the *additional conditions of contract* and the draft Environmental Management Plan as required by Clause D20(2) of the *additional conditions of contract*.

With reference to Clause 28.1 of the *conditions of contract* as amended by the Schedule to the Articles of Agreement, in-principle consent is hereby granted for the assignment of this contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook for Civil Engineering Works (2024 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Client*. Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Client* nor have any representations or warranties been given by the *Client* on the *Contractor*'s financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Client* unless otherwise requested by the *Client*. Notwithstanding the aforesaid, the *Client* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau you must correct this information at least seven days before the date given for executing the Articles of Agreement.

I will advise you later regarding the execution of the Articles of Agreement.

Yours faithfully,

(T M YIP)
Assistant Director / Projects and Development
Drainage Services Department

.../4

Our Ref: (01DE0B) in DSD CRR 7/7/805/1 DC2507

c.c.
Secretary, Central Tender Board
Director of Highways
Director of Audit
Chief Treasury Accountant (Finance), DEVB
Commissioner for Labour
Director of Immigration
Chief Engineer/Cavern Projects, Drainage Services Department
Senior Treasury Accountant, Drainage Services Department
AECOM Asia Company Limited (Attn: Mr. Desmond NG, by fax: 3922 9797)

Internal (Please note in file)
Senior Engineer/Contract Adviser 1, Drainage Services Department
Senior Engineer/Headquarters, Drainage Services Department
Technical Secretary 1, Drainage Services Department

Our Ref: (01DE0B) in DSD CRR 7/7/805/1 DC2507

ND/2024/08

Fanling North New Development Area, Remaining Phase: Site Formation and Infrastructure Works (West)

ND/2024/08

粉岭北新发展区余下阶段—地盘平整和基础设施工程（西）

RESTRICTED (TENDER)

土木工程拓展署
Civil Engineering and Development Department

北拓展處
North Development Office

Web site 網址: http://www.cedd.gov.hk
E-mail 電子郵件: joycelau@cedd.gov.hk
Telephone 電話: (852) 3547 1608
Facsimile 傳真: (852) 3547 1660
Our ref 本署檔號: ( ) in NDO-30-4160-ND/2024/08-M05-010(R)
Your ref 來函檔號:

葵芳興芳路 223 號
新都會廣場第一座辦公大樓 15 樓 1501 室
Unit 1501, Level 15, Tower I, Metroplaza,
223 Hing Fong Road, Kwai Fong,
N.T., Hong Kong.

By e-TS(WC) and Post

3 December 2025

Gammon – STEC Joint Venture
22/F, Tower 1 and 2, The Quayside,
77 Hoi Bun Road,
Kwun Tong, Kowloon

(Attn.: Mr. HAU Chi Chiu and Mr. ZHANG Zhen)

Dear Sirs,

Contract No. ND/2024/08
Fanling North New Development Area, Remaining Phase:
Site Formation and Instrastructure Works (West)

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender at the tendered total of the Prices of **Hong Kong Dollars One Thousand Seven Hundred Ninety Four Million Five Hundred Twenty Seven Thousand Six Hundred Fifty Eight Only (HK$1,794,527,658.00)** is accepted.

The following correspondence forms part of this contract:

a) Letter from Atkins China Limited (subsequently renamed AtkinsRealis Asia Limited) dated 30 September 2024 (letter ref.: 5191059/20.40/OC1230) regarding the Tender Addendum No. 1 via e-TS(WC);

b) Letter from AtkinsRealis Asia Limited dated 29 October 2024 (letter ref.: 5191059/20.10/OC1247) regarding the Tender Addendum No. 2 via e- TS(WC);

…\2

c) Letter from AtkinsRealis Asia Limited dated 8 November 2024 (letter ref.: 5191059/20.10/OC1259) regarding the Tender Addendum No. 3 e- TS(WC);

d) Acknowledgement of receipt of Tender Addendum Nos. 1 to 3 on e-TS(WC) by Gammon Construction Limited;

e) Letter from AtkinsRealis Asia Limited to Gammon – STEC Joint Venture dated 1 April 2025 (letter ref.: 5191059/20.40/OC1296a) regarding confirmation of over and under-priced items;

f) Letter from Gammon – STEC Joint Venture to AtkinsRealis Asia Limited dated 2 April 2025 (letter ref.: T24146/201/SC/E25.0894) confirming over and under-priced items;

g) Letter from AtkinsRealis Asia Limited to Gammon – STEC Joint Venture dated 3 June 2025 (letter ref.: 5191059/20.40/OC1333) regarding the extension of tender validity period;

h) Agreement to extension of tender validity period from Gammon – STEC Joint Venture to AtkinsRealis Asia Limited dated 4 June 2025;

i) Letter from AtkinsRealis Asia Limited to Gammon – STEC Joint Venture dated 13 November 2025 (letter ref.: 5191059/11.70/OC1405) regarding the rates of delay damages;

j) Letter from Gammon – STEC Joint Venture to AtkinsRealis Asia Limited dated 14 November 2025 (letter ref.: T24146/201/SC/E25.0976) confirming agreement to the rates of delay damages;

k) Letter from AtkinsRealis Asia Limited to Gammon – STEC Joint Venture dated 18 November 2025 (letter ref.: 5191059/11.70/OC1406) regarding the list of correspondence forming part of the contract;

l) Letter from Gammon – STEC Joint Venture to AtkinsRealis Asia Limited dated 18 November 2025 (letter ref.: T241146/201/SC/E25.0978) confirming the agreement to the list of correspondence forming part of the contract; and

m) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(i) Insurance in accordance with NEC Clauses[1] 83 and 84 as amended by Clause I:1 of the *additional conditions of contract*;

…\3

[1] The term "NEC Clause" has the meaning assigned to it in Clause II:1 of the *additional conditions of contract*.

(ii) Third Party Insurance in accordance with Clause 17.1 of the Scope; and

(iii) Professional Indemnity Insurance in accordance with Clause VII:5 of the *additional conditions of contract*.

The policies are to be submitted to the *Project Manager* three working days prior to the date set for executing the Articles of Agreement.

You or your authorised representative are required to attend a meeting held for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TCW No. 7/2014. You will be advised of the details of the meeting under a separate cover.

Both the *Project Manager* and the *Supervisor* for this contract as defined in Clause 1 of the Contract Data Part one will be AtkinsRealis Asia Limited at 13/F, Wharf T&T Centre, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong. The *Project Manager* will write to you separately regarding the delegation of authority to the *Project Manager*'s delegates and the *starting date*.

You are required to submit to the *Project Manager* the programme as required by NEC Clause 31, the Estimates for Tender Price Index ("ETPI") as required by Clause II:5 of the *additional conditions of contract*, the Subcontractor Management Plan as required by Clause V:2 of the *additional conditions of contract*, and the details of the *Contractor*'s Management Team as required by Clause IV:1 of the *additional conditions of contract*. You are also required to submit to the *Supervisor* the Safety Plan and the Environmental Management Plan in accordance with Clause 13.1 and Clause 12.1 of the Scope respectively.

With reference to NEC Clause 28.1, in-principle consent is hereby granted for the assignment of the contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook for Civil Engineering Works (2024 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Client*. Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Client* nor have any representations or warranties been given by the *Client* on the *Contractor's* financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Client* unless otherwise requested by the *Client*. Notwithstanding the aforesaid, the *Client* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

…\4

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(Ms Joyce Y Y LAU)
Project Manager (North)
Civil Engineering and Development Department

c.c.

Secretary, Central Tender Board	Fax No.: 2869 4519
Director of Highways (Attn.: Secretary, MRC for Roads and Drainage Category)	Fax No.: 2714 5216
Director of Audit	Fax No.: 2824 2087
Ch TA (Fin), DEVB	Fax No.: 2523 3950
Commissioner for Labour	Fax No.: 2544 3271
Director of Immigration	Fax No.: 2507 3581
TS/HQ, CEDD	Fax No.: 2714 5174
SE/CA3, CEDD	Fax No.: 2711 7571
AtkinsRealis Asia Limited (Attn.: Mr. Sean WONG)	Fax No.: 2890 8343

ND/2024/03

Kwu Tung North New Development Area, Remaining Phase: Improvement Works of Fanling Highway (Kwu Tung Portion) and Associated Works

ND/2024/03

古洞北新发展区余下工程—粉岭公路（古洞段）改善工程及相关工程

RESTRICTED (TENDER)

土木工程拓展署
Civil Engineering and Development Department

北拓展處
North Development Office

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : tonyklcheung@cedd.gov.hk
Telephone 電話 : (852) 3547 1608
Facsimile 傳真 : (852) 3547 1660
Our ref 本署檔號 : ( ) in NDO-30-4160-CE20/2019-18.01(R)
Your ref 來函檔號 :

香港新界葵芳興芳路 223 號
新都會廣場第一座辦公大樓 15 樓 1501 室

Unit 1501, Level 15, Tower I, Metroplaza,
223 Hing Fong Road, Kwai Fong,
New Territories, Hong Kong.

By Fax (2861 2568) and Post

31 July 2024

China State - STEC Joint Venture
29/F, China Overseas Building,
139 Hennessy Road,
Hong Kong

(Attn.: Mr. Ma H K Ricky)

Dear Sirs,

Contract No. ND/2024/03
Kwu Tung North New Development Area, Remaining Phase: Improvement Works of Fanling Highway (Kwu Tung Portion) and Associated Works

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender (Alternative Design) at the tendered total of the Prices of **Hong Kong Dollars Three Billion Eighty Eight Million Three Hundred Twenty Thousand One Hundred Sixty only (HK$3,088,320,160.00)** is accepted.

The following correspondence forms part of this contract:

a) Letter from AECOM Asia Company Limited to China State Construction Engineering (Hong Kong) Limited and Shanghai Tunnel Engineering Co Ltd dated 7 February 2024 (letter ref.: RPCM:BCKY:JKYL:mlpm:60629088/22-2024002253L and 2024002266L) regarding Tender Addendum No. 1 with the Certification signed and returned with the submitted tender;

.../2

b) Letter from AECOM Asia Company Limited to China State Construction Engineering (Hong Kong) Limited and Shanghai Tunnel Engineering Co Ltd dated 29 February 2024 (letter ref.: RPCM:BCKY:JKYL:mlpm:60629088/22-2024003471L and 2024003484L) regarding Tender Addendum No. 2 with the Certification signed and returned with the submitted tender;

c) Letter from AECOM Asia Company Limited to China State Construction Engineering (Hong Kong) Limited and Shanghai Tunnel Engineering Co Ltd dated 15 March 2024 (letter ref.: RPCM:BCKY:JKYL:mlpm:60629088/22-2024004474L and 2024004487L) regarding Tender Addendum No. 3 with the Certification signed and returned with the submitted tender;

d) Letter from AECOM Asia Company Limited to China State – STEC Joint Venture dated 22 May 2024 (letter ref.: RPCM:BCKY:JLCT:mlpm:60629088/22-2024007515L) regarding the unduly high / unduly low / marked as zero items in the *activity schedule*;

e) Letter from China State – STEC Joint Venture to AECOM Asia Company Limited dated 27 May 2024 (letter ref.: CSHK/DCE/TEN/2024/8117) confirming the unduly high / unduly low / marked as zero items in the *activity schedule*;

f) Letter from AECOM Asia Company Limited to China State – STEC Joint Venture dated 19 July 2024 (letter ref.: RPCM:BCKY:JLCT:mlpm:60629088/22-2024010677L) regarding the rate of delay damages;

g) Letter from China State – STEC Joint Venture to AECOM Asia Company Limited dated 19 July 2024 (letter ref.: CSHK/DCE/TEN/2024/8131) confirming agreement with the rate of delay damages.;

h) Letter from AECOM Asia Company Limited to China State – STEC Joint Venture dated 24 July 2024 (letter ref.: RPCM:BCKY:JLCT:mlpm:60629088/22-2024010676L) regarding the list of correspondences forming part of the contract;

i) Letter from China State – STEC Joint Venture to AECOM Asia Company Limited dated 25 July 2024 (letter ref.: CSHK/DCE/TEN/2024/8132) confirming agreement with the list of correspondences forming part of the contract; and

.../3

j) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(i) Insurance in accordance with NEC Clauses[1] 83 and 84 as amended by the Schedule to the Articles of Agreement;

(ii) Third Party Insurance in accordance with Clause 15.1 of the Scope; and

(iii) Professional Indemnity Insurance in accordance with Clauses F5 and F7A of the *additional conditions of contract*.

The policies are to be submitted to the *Project Manager* three working days prior to the date set for executing the Articles of Agreement.

You or your authorised representative are required to attend a meeting held for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TCW No. 7/2014. You will be advised of the details of the meeting under a separate cover.

Both the *Project Manager* and the *Supervisor* for this contract as defined in Clause 1 of the Contract Data Part one will be AECOM Asia Company Limited at 12/F, Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong. The *Project Manager* will write to you separately regarding the delegation of authority to the *Project Manager*'s delegates and the *starting date*.

You are to submit to the *Project Manager* the programme as required by NEC Clause 31 as amended by the Schedule to the Articles of Agreement, the Estimates for Tender Price Index ("ETPI") as required by Clause A8 of the *additional conditions of contract*, the Subcontractor Management Plan as required by Clause C5 of the *additional conditions of contract*, and the details of the *Contractor*'s Management Team as required by Clause D1 of the *additional conditions of contract*. You are also required to submit to the *Supervisor* the Safety Plan and the Environmental Management Plan in accordance with Clause D6 and Clause D20 of the *additional conditions of contract* respectively.

With reference to NEC Clause 28.1 as amended by the Schedule to the Articles of Agreement, in-principle consent is hereby granted for the assignment of the Contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook for Civil Engineering Works (2022 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Client*.

.../4

[1] The term "NEC Clause" has the meaning assigned to it in Clause A1 of the *additional conditions of contract*.

Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Client* nor have any representations or warranties been given by the *Client* on the *Contractor's* financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Client* unless otherwise requested by the *Client*. Notwithstanding the aforesaid, the *Client* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(Tony K L CHEUNG)
Project Manager (North)
Civil Engineering and Development Department

c.c.

Secretary, Central Tender Board	Fax No.: 2869 4519
Director of Highways (Attn.: Secretary, MRC for Roads and Drainage Category)	Fax No.: 2714 5216
Director of Audit	Fax No.: 2824 2087
Ch TA (Fin), DEVB	Fax No.: 2523 3950
Commissioner for Labour	Fax No.: 2544 3271
Director of Immigration	Fax No.: 2507 3581
TS/HQ, CEDD	Fax No.: 2714 5174
SE/CA3, CEDD	Fax No.: 2711 7571
AECOM Asia Company Limited (Attn.: Mr. Francis Leong)	Fax No.: 3922 9797

b.c.c (Internal)
DPM(N), CE/N1, SE/15(N), E/5(N) and E/27(N) – to note in file.

DC/2024/03

Drainage Improvement Works in Wong Tai Sin

DC/2024/03

黃大仙雨水排放系統改善工程

香港特別行政區政府 The Government of the Hong Kong Special Administrative Region
渠 務 署 Drainage Services Department
香港灣仔告士打道 5 號稅務大樓 43 樓 43/F Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong

By Fax (2375 3655) & Post

來函檔號 Your Ref:
本署檔號 Our Ref: (0162C4) in DSD CRR 7/7/805/1 DC2403
電 話 Tel : (852) 2594 7008
傳 真 Fax : (852) 2827 0287

23 July 2024

Build King – STEC Joint Venture
Units 601-605A, 6/F., Tower B,
Manulife Financial Centre,
223 Wai Yip Street,
Kwun Tong, Kowloon,
Hong Kong

(Attn. Mr. LEE Man Wai and Mr. ZHANG Zhen)

Dear Sirs,

Contract No. DC/2024/03
Drainage Improvement Works in Wong Tai Sin

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender at a tendered total of the Prices of Hong Kong Dollars Seven Hundred Ninety-two Million Two Hundred and Thirty-eight Thousand (HK$792,238,000.00) is accepted.

The following correspondence forms part of this contract:

Correspondence from WSP (Asia) Limited:-

(i) Letter ref. 2512236A-GN-00287/24 dated 28 March 2024 on "Tender Addendum No. 1" with signed certification from Build King – STEC Joint Venture ("BKSJV");
(ii) Letter ref. 2512236A-GN-00290/24 dated 5 April 2024 on "Tender Addendum No. 2" with signed certification from BKSJV;
(iii) Letter ref. 2512236A-GN-00293/24 dated 12 April 2024 on "Tender Addendum No. 3" with signed certification from BKSJV;
(iv) Letter ref. 2512236A-GN-00295/24 dated 19 April 2024 on "Tender Addendum No. 4" with signed certification from BKSJV;
(v) Letter ref. 2512236A-GN-00298/24 dated 29 April 2024 on "Tender Addendum No. 5" with signed certification from BKSJV;
(vi) Letter ref. 2512236A-GN-00301/24 dated 7 May 2024 on "Tender Addendum No. 6" with signed certification from BKSJV;

…/P.2

(vii) Letter ref. 2512191A-GN-00310/24 dated 7 June 2024 on "Correction of Tender Errors";
(viii) Letter ref. 2512236A-GN-00313/24 dated 7 June 2024 on "Request for Further Information";
(ix) Letter ref. 2512236A-GN-00317/24 dated 13 June 2024 on "Tender Clarification No. 1";
(x) Letter ref. 2512236A-GN-00339/24 dated 22 July 2024 on "Confirmation of the Rate of Delay Damages"; and
(xi) Letter ref. 2512236A-GN-00340/24 dated 23 July 2024 on "Confirmation of Correspondence Forming Part of the Contract.

Correspondence from BKSJV:-

(i) Letter ref. DC-2024-03/Q&A/001 dated 11 June 2024 on "Correction of Tender Errors";
(ii) Letter ref. DC-2024-03/Q&A/003 dated 13 June 2024 on "Request for Further Information";
(iii) Letter ref. DC-2024-03/Q&A/004 dated 19 June 2024 on "Tender Clarification No. 1";
(iv) Letter ref. DC-2024-03/Q&A/005 dated 23 July 2024 on "Confirmation of the Rate of Delay Damages"; and
(v) Letter ref. DC-2024-03/Q&A/006 dated 23 July 2024 on "Confirmation of Correspondence Forming Part of the Contract".

You should now proceed to effect the insurance policy in accordance with Clause 8 of the Contract Data Part one, Clause 83.2 of the *conditions of contract* and Annex 3 to the Scope. The insurance policy is to be submitted to me three working days prior to the date set for executing the Articles of Agreement.

You or your authorized representative are required to attend a meeting, for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TC(W) No. 7/2014. Details of the meeting will be confirmed later.

The *Project Manager* for this contract will be Chief Engineer / Project Management of Drainage Services Department at 42/F, Revenue Tower, 5 Gloucester Road, Wan Chai, Hong Kong, who will write to you separately regarding the delegation of actions to his delegates and the *starting date* referred to in Clause 3 of Contract Data Part one. The *Supervisor* for this contract will be WSP (Asia) Limited at 7/F, One Kowloon, 1 Wang Yuen Street, Kowloon Bay, Kowloon, Hong Kong,

You are to submit to the *Project Manager* the following:
a) the first programme as required by Clause 31.1 of the *conditions of contract* and Clause 3 of the Contract Data Part one;
b) the quality policy statement and quality plan as required by Clause 40.2 of the *conditions of contract* as amended by Clause I:1 of the *additional conditions of contract* and Clause 4 of the Contract Data Part one;
c) the Subcontractor Management Plan as required by Clause V:2(1) of the *additional conditions of contract*;

.../P.3

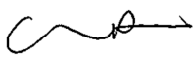
d) the procedure for competitive selecting of suppliers of Plant and Materials, Equipment and insurance as required by Clause VI:3(1) of the *additional conditions of contract*; and
e) the details of the *Contractor*'s management team as required by Clause IV:1(5) of the *additional conditions of contract*.

Also, you are to submit to the *Supervisor* the draft Environmental Management Plan and the draft Safety Plan as required by Sections 12.1.2 and 13.1.2 of the Scope respectively.

With reference to Clause 28.1 of the *conditions of contract*, in-principle consent is hereby granted for the assignment of the contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook for Civil Engineering Works (2022 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Client*. Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Client* nor have any representations or warranties been given by the *Client* on the *Contractor*'s financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Client* unless otherwise requested by the *Client*. Notwithstanding the aforesaid, the *Client* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,



(Brian W. H. CHOI)
Assistant Director / Projects and Development
Drainage Services Department

c.c.
Secretary, Central Tender Board – Fax: 2869 4519
Director of Highways – Fax: 2714 5203
Director of Audit – Fax: 2824 2087
Ch TA, DEVB – Fax: 2523 3950
Commissioner for Labour – Fax: 2544 3271
Director of Immigration – Fax: 2446 4333
WSP (Asia) Limited (Attn: Mr. Calvin LI) – Fax: 2856 9902

Internal
CE/PM, SE/CA2, SE/HQ, TS1

Our ref.: (0162C4) in DSD CRR 7/7/805/1 DC2403

ED/2018/05

Kai Tak Development - Stage 5B Infrastructure Works at the Former North Apron Area

ED/2018/05

启德发展计划—前北面停机坪第5B期的基础设施工程

土木工程拓展署
Civil Engineering and Development Department

東拓展處
East Development Office

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : michaelleung@cedd.gov.hk
Telephone 電話 : (852) 3842 7080
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in EDO2-30-4125-30-12-5C
Your reference 來函檔號 :
Date 日期 : 22 July 2020

香港九龍油麻地海庭道 11 號
西九龍政府合署南座 8 樓
8th floor, South Tower,
West Kowloon Government Offices,
11 Hoi Ting Road, Yau Ma Tei,
Kowloon, Hong Kong

By Fax (2392 4099) and by Hand

Build King – STEC Joint Venture
Unit 601-605A, 6/F,
Tower B, Manulife Financial Centre,
223 Wai Yip Street,
Kwun Tong, Kowloon, Hong Kong

(Attn: Mr. Lui Yau Chun, Paul and Mr. Chen Bin)

Dear Sirs,

Contract No. ED/2018/05
Kai Tak Development – Stage 5B Infrastructure Works at the Former North Apron Area

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender at the tendered total of the Prices of **Hong Kong Dollars Six Hundred Eighty-One Million and Six Hundred Thousand only (HK$681,600,000.00)** is accepted.

The following correspondence forms part of this Contract:

(a) Tender Addendum No. 1 from AECOM Asia Company Limited to Build King Civil Engineering Limited (letter ref: IWLH:VAY:PWTY:cmyw: 60102100/08.28-2019008315W dated 29 July 2019) and Build King – STEC Joint Venture's signed Certification for Tender Addendum No. 1;

(b) Tender Addendum No. 2 from AECOM Asia Company Limited to Build King Civil Engineering Limited (letter ref: VAY: PWTY:cmyw:60102100/08.28-2019009020W dated 9 August 2019) and Build King – STEC Joint Venture's signed Certification for Tender Addendum No. 2;

(c) Tender Addendum No. 3 from AECOM Asia Company Limited to Build King Civil Engineering Limited (letter ref: VAY:PWTY: cmyw:60102100/08.28-2019009472W dated 16 August 2019) and Build King – STEC Joint Venture's signed Certification for Tender Addendum No. 3;

(d) Tender Addendum No. 4 from AECOM Asia Company Limited to Build King Civil Engineering Limited (letter ref: VAY:PWTY: cmyw:60102100/08.28-2019009850W dated 22 August 2019) and Build King – STEC Joint Venture's signed Certification for Tender Addendum No. 4;

(e) Letter from AECOM Asia Company Limited to Build King – STEC Joint Venture (ref: VAY:PWTY:cmyw:60102100/08.28-2019015554W dated 23 December 2019) for correction of arithmetical errors in Bill of Quantities and Build King – STEC Joint Venture's reply (ref: ED-2018-05/Q&A/001 dated 23 December 2019);

(f) Letter from AECOM Asia Company Limited to Build King – STEC Joint Venture (ref: VAY:PWTY:cmyw:60102100/08.28-2020000931W dated 21 January 2020) for clarification of tender prices of the items in Bill of Quantities appearing to be substantially over-priced or under-priced and unpriced items and Build King – STEC Joint Venture's reply (ref: ED-2018-05/Q&A/004 dated 22 January 2020);

(g) Letter from AECOM Asia Company Limited to Build King – STEC Joint Venture (ref: IWLH:CCTC:cmyw:60102100/08.28-2020007282L dated 17 July 2020) for the notification of rates of delay damages and the agreement from Build King – STEC Joint Venture (ref: ED-2018-05/Q&A/007 dated 20 July 2020);

(h) Letter from AECOM Asia Company Limited to Build King – STEC Joint Venture (ref: IWLH:CCTC:cmyw:60102100/08.28-2020007283L dated 20 July 2020) on "Correspondence Forming Part of the Contract" and the agreement from Build King – STEC Joint Venture (ref: ED-2018-05/Q&A/008 dated 20 July 2020); and

(i) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(i) Insurance in accordance with NEC Clauses[1] 84 and 85 and as amended by the Schedule to the Articles of Agreement;

(ii) Third Party Insurance in accordance with Clause 15.1 of the Works Information; and

(iii) Professional Indemnity Insurance in accordance with Clauses F5 and F7A of the *additional conditions of contract*.

The policies are to be submitted to the *Project Manager* three working days prior to the date set for executing the Articles of Agreement.

You or your authorised representative are required to attend a meeting for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TCW No. 7/2014. You will be advised of the details of the meeting under a separate cover.

The *Project Manager* for this Contract as defined in Clause 1 of the Contract Data Part one will be Chief Engineer/East (Special Projects) of East Development Office, Civil Engineering and Development Department at 8/F, South Tower, West Kowloon Government Offices, 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong who will write to you separately regarding the delegation of authority to the *Project Manager*'s Delegates and the *starting date*.

The *Supervisor* for this Contract as defined in Clause 1 of the Contract Data Part one will be AECOM Asia Company Limited at 12/F Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong who will write to you separately regarding the delegation of authority to the *Supervisor*'s Delegates.

You are required to submit to the *Project Manager* the first programme as required by Core Clause 31 for main Option B of NEC3 Engineering and Construction Contract (April 2013) published by Thomas Telford Ltd. and as amended by the Schedule of the Articles of Agreement, within two weeks of the Contract Date as stated in Clause 3 of the Contract Data Part one. You are also required to submit to the *Supervisor* the Subcontractor Management Plan, the Safety Plan and the Environmental Management Plan in accordance with Clauses C5, D6 and D20 of the *additional conditions of contract* respectively.

With reference to Clause C1 of the *additional conditions of contract*, in-principle consent is hereby granted for the assignment of this Contract to a licensed bank in Hong Kong subject to formal execution of the deed of assignment in the standard form as shown in Appendix 7.48 of the Project Administration Handbook

[1] The term "NEC Clause" has the meaning assigned to it in Clause A1 of the *additional conditions of contract*.

for Civil Engineering Works (2018 Edition). If the aforesaid standard form of the deed is not used in its entirety, separate approval of the form should be sought from the *Employer*. Please draw the attention of the prospective assignee that this consent is given on the basis that no reliance has been placed on any information from the *Employer* nor have any representations of warranties been given by the *Employer* on the *Contractor*'s financial status. For the avoidance of doubt, you are not required to submit a separate application to the *Employer* unless otherwise requested by the *Employer*. Notwithstanding the aforesaid, the *Employer* reserves all rights and powers including but not limited to the powers to revise or revoke the in-principle consent, require submissions of further justifications and information, and/or refuse any amendment to the standard form of the deed.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau, you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(Michael CL Leung)
Project Manager (East)

c.c. without enclosure
Secretary, Central Tender Board
Director of Highways (Attn: Secretary, MRC for Roads and Drainage Category)
Director of Audit
CTA(F), DEVB
Commissioner for Labour
Director of Immigration
TS/HQ, CEDD
SE/CA3, CEDD
AECOM Asia Company Limited (Attn: Mr. Igor Ho)

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. ED/2018/05

KAI TAK DEVELOPMENT –
STAGE 5B INFRASTRUCTURE WORKS AT THE FORMER NORTH APRON AREA

ARTICLES OF AGREEMENT made and entered into this 24th day of August 2020 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as the "*Employer*") and Build King Civil Engineering Limited of Units 601-605A, 6th Floor, Tower B, Manulife Financial Centre, 223 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong and Shanghai Tunnel Engineering Co. Ltd., incorporated in the People's Republic of China with limited liability, of Units 2306-08A, Island Place Tower, 510 King's Road, North Point, Hong Kong trading as Build King – STEC Joint Venture, whose registered office is at Units 601-605A, 6th Floor, Tower B, Manulife Financial Centre, 223 Wai Yip Street, Kwun Tong, Kowloon, Hong Kong (hereinafter referred to collectively as the "*Contractor*"). In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the NEC3 Engineering and Construction Contract (April 2013) published by Thomas Telford Limited (hereinafter referred to as "NEC3 ECC"), with amendments and additions, as recorded in this agreement.

WHEREAS the *Employer* is desirous of having the *works* executed in accordance with this contract as defined in this agreement.

AND WHEREAS the *Contractor* has agreed to Provide the Works subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The contract comprises:

   (a) this agreement and its schedule;

   (b) the NEC3 ECC booklet for the NEC3 ECC main Option B, containing the NEC3 ECC core clauses and the clauses for the NEC3 ECC main Option B (including the Shorter Schedule of Cost Components), and the applicable secondary Options identified in the Contract Data;

   (c) the Contract Data comprising:-

      (i) Contract Data Part one; and

      (ii) completed Contract Data Part two, as signed by the *Contractor* for identification;

   (d) the Form of Tender; and

(e) the following documents:

(i) the *additional conditions of contract* identified in the Contract Data.

(ii) the documents containing the Site Information, the documents containing the Works Information, the priced *bill of quantities*, the *method of measurement*, and such other documents containing information as referred to in the Contract Data.

(iii) the submission on technical resources and technical proposals made by the *Contractor* in his tender.

2. The clauses referred to in clause 1(b) shall apply to this contract as amended by the schedule to this agreement.

3. For the definition of Contract Date in NEC3 ECC core clause 11.2(4), this contract came into existence on 22 July 2020.

4. The *Contractor* will Provide the Works in accordance with the *conditions of contract* and the *additional conditions of contract* as identified in the Contract Data.

5. The *Employer* will pay the *Contractor* the amount due and carry out his duties in accordance with the *conditions of contract* and the *additional conditions of contract* as identified in the Contract Data.

6. Build King Civil Engineering Limited and Shanghai Tunnel Engineering Co. Ltd. each agrees to be jointly and severally bound by the terms of the contract.

IN WITNESS WHEREOF these Articles of Agreement have been executed as a deed the day and year first above written

SIGNED, SEALED and DELIVERED by
the *Employer* by
Mr. LEUNG Chung Lap, Michael, JP
Project Manager (East)
Civil Engineering and Development Department
in the presence of:

.....

Mr. KAN Hon Shing
Government Engineer / East (Special Projects)
Civil Engineering and Development Department
8th floor, South Tower,
West Kowloon Government Offices,
11 Hoi Ting Road, Yau Ma Tei,
Kowloon, Hong Kong

Executed and delivered
as a deed and the COMMON SEAL
of **Build King Civil Engineering Limited**
being a participant of the
Build King – STEC Joint Venture
was affixed in the presence of
Mr. ZEN Wei Peu and **Mr. SO Yiu Wing**
its directors authorized to sign the contract
by its board of directors
in the presence of a witness:

.....

Mr. LEE Man Wai
Director
Units 601-605A, 6th Floor, Tower B,
Manulife Financial Centre,
223 Wai Yip Street, Kwun Tong,
Kowloon, Hong Kong

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SIGNED, SEALED and DELIVERED)
by **Shanghai Tunnel Engineering Co. Ltd.**)
being a participant of the)
Build King – STEC Joint Venture)
by **Mr. CHEN Bin**)
its attorney under power of attorney)
dated 24 July 2020)
in the presence of:)

.....)

Mr. CHIANG Kai Ming)
Executive Deputy General Manager)
(Hong Kong Branch))
Units 2306-08A, Island Place Tower,)
510 King's Road, North Point, Hong Kong)

NE/2016/01

Site Formation and Infrastructure Works for Development of Anderson Road Quarry Site

NE/2016/01

安达臣道石矿场用地发展的土地平整及基础建设工程

土 木 工 程 拓 展 署
Civil Engineering and Development Department

新界東拓展處
New Territories East Development Office

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : wmwong@cedd.gov.hk
Telephone 電話 : (852) 2301 1380
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in NTE-JB 2/765CL/100A
Your reference 來函檔號 :
Date 日期 : 13 December 2016

九龍尖沙咀麼地道 77 號
華懋廣場 1213 室
Suite 1213, Chinachem Golden Plaza,
77 Mody Road,
Tsimshatsui,
Kowloon, Hong Kong.

Chun Wo – STEC – Vasteam Joint Venture
C2, 5/F, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon

By Fax (2744 6937) & Post

(Attn: Mr. Andy Yiu)

Dear Sir,

Contract No. NE/2016/01
Site Formation and Infrastructure Works
for Development of Anderson Road Quarry Site

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender (Alternative Design) which totals Hong Kong Dollars Two Billion Six Hundred Sixty Eight Million Three Hundred Thirty Three Thousand only (HK$2,668,333,000.00) is accepted.

The following correspondence forms part of this Contract:

(a) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016006111T) dated 20 July 2016 on Tender Addendum No. 1 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(b) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016006778T) dated 4 August 2016 on Tender Addendum No. 2 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(c) Letter from AECOM Asia Company Limited to Chun Wo Construction and Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016007099T) dated 12 August 2016 on Tender Addendum No. 3 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(d) Letter from AECOM Asia Company Limited to Chun Wo Construction and

Engineering Company Limited (letter ref.: SCI:BWCW:AWYC:wmy:60328348/15.1-2016007793T) dated 1 September 2016 on Tender Addendum No. 4 with the Certification signed and returned with the submitted tender by Chun Wo – STEC – Vasteam Joint Venture;

(e) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:ccht:60328348/15.2-2016009500T) dated 25 October 2016 on the tender rates/amounts in Bills of Quantities;

(f) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0684-2016) dated 28 October 2016 confirming the tender rates/amounts raised in the above letter (e) and to abide by the tender;

(g) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:wmy:60328348/15.2-2016009548T) dated 26 October 2016 on the tender rates/amounts in Bills of Quantities;

(h) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0692-2016) dated 28 October 2016 confirming the tender rates/amounts raised in the above letter (g) and to abide by the tender;

(i) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: SCI:BWCW:AWYC:PKHF:ccht:60328348/15.2-2016009722T) dated 3 November 2016 on the tender rates/amounts in Bills of Quantities;

(j) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0700-2016) dated 4 November 2016 confirming the tender rates/amounts raised in the above letter (i) and to abide by the tender;

(k) Letter from AECOM Asia Company Limited to Chun Wo – STEC – Vasteam Joint Venture (letter ref.: HKT:AWYC:wmy:60328348/15.2-2016010832T) dated 8 December 2016 on the rates of Liquidated Damages based on the tendered value of the Works; and

(l) Letter from Chun Wo – STEC – Vasteam Joint Venture to AECOM Asia Company Limited (letter ref.: CW/TD/0775-2016) dated 9 December 2016 confirming the rates of Liquidated Damages stated in the above letter (k); and

(m) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(a) Care of the Works Insurance in accordance with Clause SCC 11 of the Special Conditions of Contract;

(b) Third Party Insurance in accordance with Clause SCC 12 of the Special Conditions of Contract; and

(c) Professional Indemnity Insurance in accordance with Clause SCC 72 of the Special Conditions of Contract.

The policies are to be submitted to me three working days prior to the date set for executing the Articles of Agreement.

You are to inform me by return of the name of the Bondsman who has agreed to act as your guarantor in respect of this Contract. The bond must be duly executed as a deed and must be submitted to me three working days prior to the date set for executing the Articles of Agreement.

You or your authorized representative are required to attend a meeting held in Conference Room 1213A, Suite 1213, Chinachem Golden Plaza, 77 Mody Road, Tsim Sha Tsui East, Kowloon at 11:00 am on 23 December 2016, for the purpose of executing the Articles of Agreement, bringing with you the receipt for security deposit together with the necessary documents in accordance with the DEVB TCW No. 7/2014.

The Engineer for this Contract will be AECOM Asia Co. Ltd. of 8/F Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Sha Tin, New Territories who will write to you separately regarding the delegation of authority to the Engineer's Representative and the date for commencement of the Works.

You are to submit to the Engineer the programme, the Safety Plan, the Sub-contractor Management Plan and the Environmental Management Plan as required by Clause SCC 42A1, Clause SCC 23, Clause SCC 44 and Clause SCC 63 respectively of the Special Conditions of Contract.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau, you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,

(WONG Wai-man)
Project Manager (NTE)

c.c.

Secretary, Central Tender Board
DCED (Attn.: Secretary, MRC for Site Formation Category)
D of Hy (Attn.: Secretary, MRC for Roads and Drainage Category)
Director of Audit
Ch TA, DEVB
Commissioner for Labour
Director of Immigration
CEDD HQs
Senior Engineer/Contract Adviser 3
AECOM Asia Company Limited (Attn.: Mr. Simon Illingworth)

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
NEW TERRITORIES EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

ARTICLES OF AGREEMENT

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2016/01

SITE FORMATION AND INFRASTRUCTURE WORKS FOR DEVELOPMENT OF ANDERSON ROAD QUARRY SITE

ARTICLES OF AGREEMENT made and entered into this Twenty-third day of December 2016 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Employer") and Chun Wo Construction and Engineering Company Limited of C2, 5/F, Hong Kong Spinners Industrial Building, 601-603 Tai Nan West Street, Cheung Sha Wan Road, Kowloon, Hong Kong and Shanghai Tunnel Engineering Company Limited of Flat/Rm 2-5, 26/F Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong and Vasteam Construction Limited of C2, 5/F, Hong Kong Spinners Industrial Building, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong trading as "Chun Wo – STEC – Vasteam Joint Venture", whose registered office is at C2, 5/F, Hong Kong Spinners Industrial Building, 601 – 603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong (hereinafter referred to as "the Contractor"). In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract and the Special Conditions of Contract hereinafter referred to.

WHEREAS the Employer is desirous of having the Works executed in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.

AND WHEREAS the Contractor has agreed to execute the Works subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter contained, the Contractor shall execute the Works to the satisfaction of the Engineer in accordance with the General Conditions of Contract and the Special Conditions of Contract, the Tender and the acceptance thereof by the Employer, the Bills of Quantities or Schedule of Rates, the Drawings and the Specification.

2. The Contractor shall execute the Works within the period stipulated in the Contract or within such further time as may be determined by the Engineer in accordance with the provisions of the Contract.

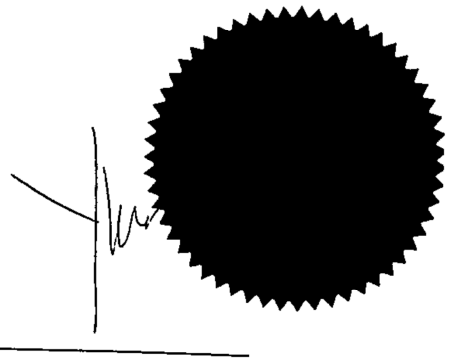
3. The Employer shall pay to the Contractor the Final Contract Sum at the times and in the manner specified in the Contract.

4. Chun Wo Construction and Engineering Company Limited and Shanghai Tunnel Engineering Company Limited and Vasteam Construction Limited each agrees to be jointly and severally bound by the terms of the Contract.

IN WITNESS WHEREOF these Articles of Agreement have been executed as a deed by the parties hereto on the date first above written.

SIGNED, SEALED AND DELIVERED by)
the Employer by)
)
Mr. WONG Wai-man, JP)
Project Manager (New Territories East))
Civil Engineering and Development Department)
Suite 1213 Chinachem Golden Plaza,)
77 Mody Road, Tsim Sha Tsui East, Kowloon)
)
)
)
)
in the presence of:)
)
)
)
)
)
)
)
)
Mr. Michael C L LEUNG)
Deputy Project Manager (New Territories East)1)
Civil Engineering and Development Department)
Suite 1213 Chinachem Golden Plaza,)
77 Mody Road, Tsim Sha Tsui East, Kowloon)

Executed and delivered
as a deed and the COMMON SEAL of
Chun Wo Construction and Engineering Company Limited
being a participant of the
Chun Wo – STEC – Vasteam Joint Venture
was affixed in the presence of
Mr YIU Chi Sang, Andy its director authorized to
sign the contract by its board of directors



in the presence of a witness:

Mr LEUNG Wing Chuen, William
Assistant General Manager (Construction)
C2, 5/F, Hong Kong Spinners Industrial Building
601-603 Tai Nan West Street
Cheung Sha Wan Road, Kowloon, Hong Kong

SIGNED, SEALED and DELIVERED
by Shanghai Tunnel Engineering Company Limited
being a participant of the
Chun Wo – STEC – Vasteam Joint Venture
by Mr ZHANG Zhong Sheng its attorney
under power of attorney dated 13 December 2016

in the presence of:

Mr CHIANG Kai Ming
Project Manager
Flat/Rm 2-5, 26/F Prosperity Millennia Plaza
663 King's Road, North Point, Hong Kong

Executed and delivered
as a deed and the COMMON SEAL of
Vasteam Construction Limited
being a participant of the
Chun Wo – STEC – Vasteam Joint Venture
was affixed in the presence of
Mr KO Wing Nin its director authorized to
sign the contract by its board of directors

in the presence of a witness:

Mr TONG Chi Wai
Senior Project Manager
C2, 5/F, Hong Kong Spinners Industrial Building
601-603 Tai Nan West Street
Cheung Sha Wan, Kowloon, Hong Kong

NE/2017/01

Tseung Kwan O - Lam Tin Tunnel - Tseung Kwan O Interchange and Associated Works

NE/2017/01

将军澳—蓝田隧道—将军澳交汇处及相关工程

土木工程拓展署
Civil Engineering and Development Department

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : ffying@cedd.gov.hk
Telephone 電話 : (852) 2301 1380
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in EDO1-30-4170-19-LTT872TH-500A
Your reference 來函檔號 :
Date 日期 : 10 January 2018

新界東拓展處
East Development Office

九龍尖沙咀麼地道 77 號
華懋廣場 1213 室
Suite 1213, Chinachem Golden Plaza,
77 Mody Road, Tsimshatsui East,
Kowloon, Hong Kong

By Fax (2744 6937) and by Hand

CW – STEC – CMGC JV
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan, Kowloon, Hong Kong
(Attn: Mr. Andy Yiu)

Dear Sirs,

Contract No. NE/2017/01
Tseung Kwan O – Lam Tin Tunnel
Tseung Kwan O Interchange and Associated Works

Letter of Acceptance

In accordance with the decision made by the Central Tender Board, I hereby notify you that your tender (Alternative Design) which totals Hong Kong Dollars Five Hundred Eighty Five Million Four Hundred Seventy One Thousand and Two Hundred Only (HK$585,471,200.00) is accepted.

The following correspondence forms part of this Contract:

(a) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:mlpm:60308751/15.11-2017007475T) dated 20 July 2017 on Tender Addendum No. 1 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(b) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:mlpm:60308751/15.11-2017008017T) dated 2 August 2017 on Tender Addendum No. 2 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(c) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:WN:DTR:ttmk:60308751/15.11-2017008829T) dated 16 August 2017 on Tender Addendum No. 3 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

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(d) Letter from AECOM Asia Co. Ltd. to Chun Wo Construction and Engineering Co., Ltd. (letter ref.: HKT:RPCM:ttmk:60308751/15.11-2017009122T) dated 25 August 2017 on Tender Addendum No. 4 with the Certification signed and returned with the submitted tender by Chun Wo Construction and Engineering Co., Ltd.;

(e) Letter from AECOM Asia Co. Ltd. to CW – STEC – CMGC Joint Venture (letter ref.: HKT:RPCM:ttmk:60308751/15.11-2017011655T) dated 24 October 2017 on the tendered total of the Prices;

(f) Letter from CW – STEC – CMGC Joint Venture to AECOM Asia Co. Ltd. (letter ref.: CW/TD/1770-2017) dated 26 October 2017 replying to the above letter (e) and confirming abiding by the tender;

(g) Letter from AECOM Asia Co. Ltd. to CW – STEC – CMGC Joint Venture (letter ref.: HKT:WN:ZLSY:wmy:60308751/15.12-2018000111T) dated 4 January 2018 on the rates of Delay Damages;

(h) Letter from CW – STEC – CMGC Joint Venture to AECOM Asia Co. Ltd. (letter ref.: CW/TD/0009-2018) dated 5 January 2018 acknowledging the receipt of the above letter (g) and confirming your agreement to the rates of Delay Damages;

(i) Letter from AECOM Asia Co. Ltd. to CW – STEC – CMGC Joint Venture (letter ref: HKT:WN:ZLSY:wmy:60308751/15.12-2018000144T) dated 5 January 2018 on the "Correspondence Forming Part of the Contract";

(j) Letter from CW – STEC – CMGC Joint Venture to AECOM Asia Co. Ltd. (letter ref: CW/TD/0009-2018) dated 8 January 2018 acknowledging the receipt of the above letter (i) and confirming their agreement to the list of correspondence forming part of the Contract; and

(k) This letter of acceptance of tender.

You should now proceed to effect the following insurance policies:

(i) Third Party Insurance in accordance with Clause 15.1 of the Works Information;

(ii) Professional Indemnity Insurance in accordance with Clause F5 of the *additional conditions of contract*.

The policies are to be submitted to the *Project Manager* three working days prior to the date set for executing the Articles of Agreement.

You or your authorized representative are required to attend a meeting held in Conference Room 1213A, Suite 1213 Chinachem Golden Plaza, 77 Mody Road, Tsim Sha Tsui East, Kowloon at 12:10 pm on 17 January 2018 (Wednesday), for the purpose of executing the Articles of Agreement, bringing with you the necessary documents in accordance with the DEVB TCW No. 7/2014.

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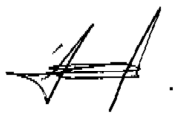
The *Project Manager* for this contract as defined in Clause 1 of the Contract Data Part one will be Chief Engineer / East 1 of East Development Office, Civil Engineering and Development Department (the current holder of this post is Mr. CHIANG Nin-Tat Eric) at Suite 1213 Chinachem Golden Plaza, 77 Mody Road, Tsim Sha Tsui East, Kowloon, Hong Kong who will write to you separately regarding the delegation of authority to the *Project Manager*'s Delegates and the *starting date*.

The *Supervisor* for this contract as defined in Clause 1 of the Contract Data Part one will be AECOM Asia Company Limited at 8/F Grand Central Plaza, Tower 2, 138 Shatin Rural Committee Road, Shatin, Hong Kong.

You are required to submit to the *Project Manager* the programme as required by Core Clause 31 of NEC3 Engineering and Construction Contract Option A (April 2013) published by Thomas Telford Ltd., within 2 weeks of the Contract Date as stated in Clause 3 of the Contract Data Part One. You are also required to submit to the *Supervisor* the Safety Plan in accordance with Clause D6 of the *additional conditions of contract* and the Environmental Management Plan in accordance with Clause D20 of the *additional conditions of contract*.

If your Partnership Agreement or Articles of Association in any way differs, with respect to execution of Articles of Agreement, from the information you last supplied to the Development Bureau, you must correct this information at least seven days before the date given for executing the Articles of Agreement.

Yours faithfully,



(YING Fun-fong)
Project Manager (E)

c.c.
Secretary, Central Tender Board
Director of Highways (Attn: Secretary, MRC for Roads and Drainage Category)
Director of Audit
CTA, DEVB
Commissioner for Labour
Director of Immigration
TS/HQ, CEDD
SE/CA1, CEDD
AECOM Asia Company Limited (Attn: Mr. Ivan TSANG and Mr. Dominic LAM)
Mannings (Asia) Consultants Limited (Attn.: Mr. Mark CHEUNG)

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

Secretary, Central Tender Board
(Fax No.: 2869 4519)

Director of Highways (Attn: Secretary, MRC for Roads and Drainage Category)
(Fax No.: 2714 5216)

Director of Audit
(Fax No.: 2583 9063)

CTA, DEVB
(Fax No.: 2523 3950)

Commissioner for Labour
(Fax No.: 3101 1066)

Director of Immigration
(Fax No.: 2507 3581)

TS/HQ, CEDD
(Fax No.: 2715 0211)

SE/CA1, CEDD
(Fax No.: 2711 7571)

AECOM Asia Company Limited (Attn: Mr. Ivan TSANG and Mr. Dominic LAM)
(Fax No.: 3922 9797)

Mannings (Asia) Consultants Limited (Attn.: Mr. Mark CHEUNG)
(Fax No.: 3168 2022)

This fax was received by GFI FAXmaker fax server. For more information, visit: http://www.gfi.com

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT
EAST DEVELOPMENT OFFICE
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

CONTRACT NO. NE/2017/01

TSEUNG KWAN O – LAM TIN TUNNEL – TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

ARTICLES OF AGREEMENT

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

CIVIL ENGINEERING AND DEVELOPMENT DEPARTMENT

CONTRACT NO. NE/2017/01

TSEUNG KWAN O – LAM TIN TUNNEL –
TSEUNG KWAN O INTERCHANGE AND ASSOCIATED WORKS

ARTICLES OF AGREEMENT made and entered into this 17th day of January 2018 between the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the *Employer*") and Chun Wo Construction and Engineering Company Limited of C2, 5/F, Hong Kong Spinners Industrial Building Phase 1, 601-603 Tai Nan West Street, Cheung Sha Wan Road, Kowloon, Hong Kong and Shanghai Tunnel Engineering Company Limited of Flat/Rm 2-5, 26/F Prosperity Millennia Plaza, 663 King's Road, North Point, Hong Kong and China Metallurgical Group Corporation of Flat/Rm 3202-3, 32F., Office Tower Convention Plaza, 1 Harbour Road, Hong Kong trading as "CW – STEC – CMGC JV", whose registered office is at C2, 5/F, Hong Kong Spinners Industrial Building Phase 1, 601-603 Tai Nan West Street, Cheung Sha Wan, Kowloon, Hong Kong ([hereinafter referred to as "the *Contractor*"]). In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the NEC3 Engineering and Construction Contract (April 2013) published by Thomas Telford Limited. (hereinafter referred to as "NEC3 ECC"), with amendments and additions, as recorded in this agreement.

WHEREAS the *Employer* is desirous of having the *works* executed in accordance with this contract as defined in this agreement.

AND WHEREAS the *Contractor* has agreed to Provide the Works subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. This contract comprises:

   (a) this agreement and its schedule;

   (b) the NEC3 ECC booklet for the NEC3 ECC main Option A, containing the NEC3 ECC core clauses and the clauses for the NEC3 ECC main Option A (including the Shorter Schedule of Cost Components), and the applicable secondary Options identified in the Contract Data;

(c) the Contract Data comprising:

(i) Contract Data Part one; and

(ii) completed Contract Data Part two, as signed by the *Contractor* for identification

(d) the Form of Tender; and

(e) the following documents:

(i) the *additional conditions of contract* identified in the Contract Data;

(ii) the documents containing the Site Information, the documents containing the Works Information, the priced *activity schedule* and such other documents containing information as referred to in the Contract Data; and

(iii) the submission on technical resources, technical proposals and alternative design made by the *Contractor* in his tender.

2. The clauses referred to in clause 1(b) shall apply to this contract as amended by the Schedule to the Articles of Agreement.

3. For the definition of Contract Date in NEC3 ECC core clause 11.2(4), this contract came into existence on 10 January 2018.

4. The *Contractor* will Provide the Works in accordance with the *conditions of contract* and the *additional conditions of contract* as identified in the Contract Data.

5. The *Employer* will pay the *Contractor* the amount due and carry out his duties in accordance with the *conditions of contract* and the *additional conditions of contract* as identified in the Contract Data.

6. Chun Wo Construction and Engineering Company Limited, Shanghai Tunnel Engineering Company Limited and China Metallurgical Group Corporation each agrees to be jointly and severally bound by the terms of the contract.

IN WITNESS WHEREOF these Articles of Agreement have been executed as a deed the day and year first above written

SIGNED, SEALED and DELIVERED by
the *Employer* by

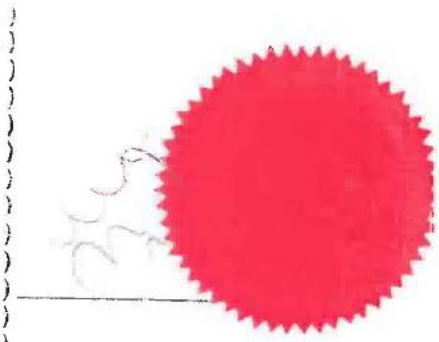
Ms. YING Fun-fong, JP
Project Manager (East)
Civil Engineering and Development Department

in the presence of:

.....

Mr. CHIANG Nin-tat Eric
Chief Engineer / East 1
Civil Engineering and Development Department
Suite 1213 Chinachem Golden Plaza,
77 Mody Road, Tsim Sha Tsui East, Kowloon

Executed and delivered
as a deed and the COMMON SEAL of
Chun Wo Construction and Engineering Company Limited
being a participant of the
CW – STEC – CMGC JV
was affixed in the presence of
Mr. KO Wing-nin its director authorized to
sign the contract by its board of directors



in the presence of a witness:

.....
Mr. TUNG Kar-ming David
Operations Manager
C2, 5/F, Hong Kong Spinners Industrial Building
601-603 Tai Nan West Street
Cheung Sha Wan, Kowloon, Hong Kong

SIGNED, SEALED and DELIVERED
by Shanghai Tunnel Engineering Company Limited
being a participant of the
CW – STEC – CMGC JV
by Mr. ZHANG Zhong-sheng
its attorney under power of attorney
dated 1 December 2017

in the presence of:

.....
Mr. CHIANG Kai-ming
Project Manager
Flat/Rm 2-5, 26/F Prosperity Millennia Plaza
663 King's Road, North Point, Hong Kong

SIGNED, SEALED and DELIVERED
by China Metallurgical Group Corporation
being a participant of the
CW – STEC – CMGC JV
by Mr. ZOU Weimin
its attorney under power of attorney
dated 26 February 2002

in the presence of:

.....

Mr. WANG Qi
Representative
Flat/Rm 3202-3, 32F., Office Tower Convention Plaza,
1 Harbour Road, Hong Kong

土木工程拓展署
CEDD Civil Engineering and Development Department

Web site 網址 : http://www.cedd.gov.hk
E-mail 電子郵件 : hckng@cedd.gov.hk
Telephone 電話 : (852) 3842 7091
Facsimile 傳真 : (852) 2739 0076
Our reference 本署檔號 : ( ) in EDO1-30-4170-19-LTT872TH-501
Your reference 來函檔號 : CWSTCMJV/940/2937-2023
CWSTCMJV/940/2941-2023
Date 日期 : 8 June 2023

東拓展處
East Development Office

香港九龍油麻地海庭道 11 號
西九龍政府合署南座 8 樓
8th floor, South Tower,
West Kowloon Government Offices,
11 Hoi Ting Road, Yau Ma Tei,
Kowloon, Hong Kong

CW-STEC-CMGC JV
5C, Hong Kong Spinners Industrial Building Phase 1,
601-603 Tai Nan West Street,
Cheung Sha Wan,
Kowloon, Hong Kong
(Attn: Mr. William LEUNG)

By Fax and Post
(Fax No.: 2744 6937)

Dear Sirs,

Contract No. NE/2017/01
Tseung Kwan O – Lam Tin Tunnel
Tseung Kwan O Interchange and Associated Works

Certificate of Completion

I refer to your above referenced letters of 28 February & 20 March 2023 with respect to your proposal of the planned date for completion of the outstanding works pursuant to Clause 9.2 of the Works Information and the recommendations by the Project Manager's Delegate via his letter dated 30 May 2023.

In accordance with ECC Clause 30.2, I hereby certify that the date of Completion of the *works* is 11 January 2022. The planned date for completion of the outstanding works given in your letters is accepted.

You are reminded of the provision under Clause 9.3(b) of the Works Information that, any part of such work, service, or action left unfinished by the accepted date in accordance with Clause 9.2 of the Works Information shall constitute a notified Defect following checking and notification by the *Supervisor*.

You are advised that until the *defect date*, the *Supervisor* will notify you of each Defect as soon as he finds it according to ECC Clause 42.2, and you are required to correct a notified Defect before the end of the *defect correction period* in accordance with ECC Clause 43.2.

Yours faithfully,

(Horace CK NG)
Chief Engineer/East 1
the *Project Manager* for the Contract

c.c. *Project Manager*'s Delegates (Attn: Mr. Ivan TSANG, Fax: 3922 9797,
Ms. Fanny LAU) 3596 6118

一、投标人基本情况

1、投标人基本情况

投标人名称：上海隧道工程有限公司、上海隧道工程股份有限公司

独立投标或联合体牵头方信息			
投标人企业名称	上海隧道工程有限公司	法定代表人姓名	裴烈烽
企业性质	国有企业	投标形式	☐独立投标 ☑联合体投标
联合体分工情况	项目整体统筹与协调管理工作，以及除香港承建方承建外的其他部分。		
联合体成员信息（若有）			
投标人企业名称	上海隧道工程股份有限公司	法定代表人姓名	葛以衡
企业性质	国有企业		
联合体分工情况	需由香港承建方承建的部分。		

注：按《资信标要求一览表》要求提供证明材料。

联合体牵头单位：上海隧道工程有限公司

营业执照

统一社会信用代码
91310104398689820Y
证照编号：04000000202304170036

营业执照

（副 本）

扫描市场主体身份码了解更多登记、备案、许可、监管信息，体验更多应用服务。

名　　称　上海隧道工程有限公司
类　　型　有限责任公司（非自然人投资或控股的法人独资）
法定代表人　裴烈烽
经营范围　市政公用建设工程施工，房屋建设工程施工，公路建设工程施工，铁路建设工程施工，港口与航道建设工程施工，水利水电建设工程施工，机电安装建设工程施工，地基与基础建设工程专业施工，建筑装修装饰建设工程专业施工，混凝土预制构件建设工程专业施工，消防设施建设工程专业施工，爆破与拆除建设工程专业施工，桥梁建设工程专业施工，隧道建设工程专业施工，公路交通建设工程专业施工，城市轨道交通建设工程专业施工，市政专业建设工程设计，建筑业专业领域内的技术开发、技术咨询、技术转让、技术服务，从事货物及技术的进出口业务，机械及机电设备的生产（限分支机构经营），销售、安装，自有设备租赁（除金融租赁），设计、制作各类广告，利用自有媒体发布广告（不得从事增值电信、金融业务）。【依法须经批准的项目，经相关部门批准后方可开展经营活动】

注册资本　人民币300000.0000万元整
成立日期　2014年07月18日
住　　所　上海市徐汇区宛平南路1099号5楼

登记机关　上海市徐汇区市场监督管理局

2023 年 04 月 17 日

国家企业信用信息公示系统网址：http://www.gsxt.gov.cn

市场主体应当于每年1月1日至6月30日通过国家企业信用信息公示系统报送公示年度报告。

国家市场监督管理总局监制

安全生产许可证

统一社会信用代码：91310104398689820Y

安全生产许可证

编号：（沪）JZ安许证字[2014]010019

企 业 名 称：上海隧道工程有限公司
法 定 代 表 人：裴烈烽
单 位 地 址：上海市徐汇区宛平南路1099号5楼
经 济 类 型：有限责任公司(非自然人投资或控股的法人独资)
许 可 范 围：建筑施工
有 效 期：2023年07月13日　至 2026年07月12日

发证机关：上海市住房和城乡建设管理委员会
发证日期：2023 年 7 月 13 日

中华人民共和国住房和城乡建设部 监制

使用有效期：2026年05月11日
- 2026年11月07日

建筑业企业资质证书

企 业 名 称： 上海隧道工程有限公司

详 细 地 址： 上海市徐汇区宛平南路1099号5楼

统一社会信用代码（或营业执照注册号）： 91310104398689820Y **经 济 性 质：** 有限责任公司（非自然人投资或控股的法人独资）

证 书 编 号： D131A07457

资质类别及等级：

市政公用工程施工总承包特级2028年12月22日；公路工程施工总承包壹级2028年12月22日；公路交通工程（公路机电工程）专业承包壹级2028年12月22日

发证机关：

2026 年 05 月 06 日

中华人民共和国住房和城乡建设部制

全国建筑市场监管公共服务平台查询网址：http://jzsc.mohurd.gov.cn

建筑业企业资质证书

企 业 名 称：上海隧道工程有限公司

详 细 地 址：上海市徐汇区宛平南路1099号5楼

统一社会信用代码（或营业执照注册号）：91310104398689820Y **经 济 性 质：**有限责任公司(非自然人投资或控股的法人独资)

证 书 编 号：D231A07454

资质类别及等级：

建筑工程施工总承包壹级2027年01月04日；机电工程施工总承包壹级2027年01月04日；地基基础工程专业承包壹级2027年01月04日；隧道工程专业承包壹级2027年01月04日；建筑装修装饰工程专业承包壹级2027年01月04日；建筑机电安装工程专业承包贰级2027年01月04日

发证机关：

2024 年 11 月 05 日

中华人民共和国住房和城乡建设部制

全国建筑市场监管公共服务平台查询网址：http://jzsc.mohurd.gov.cn

联合体成员：上海隧道工程股份有限公司

香港承建商（商业登记证书）

10987

繳款後，請沿虛線剪下並將有效的商業/分行登記證展示在營業地點。
Please cut along the dotted line after making payment and display the valid business/branch registration certificate at business address.

表格 2 FORM 2
[第 5 條] [regulation 5]
《商業登記條例》（第 310 章）
BUSINESS REGISTRATION ORDINANCE (Chapter 310)
《商業登記規例》
BUSINESS REGISTRATION REGULATIONS
商業 XXXX登記證 Business XXXX Registration Certificate

正 本 *ORIGINAL*

XXXXXXXX
XXXXXXXX

業務 / 法團所用名稱 Name of Business/ Corporation: 上海隧道工程股份有限公司 SHANGHAI TUNNEL ENGINEERING CO. LTD.

業務 / 分行名稱 Business/ Branch Name: **********

地址 Address: 香港北角英皇道５１０號港運大廈 ２３０６－０８Ａ

業務性質 Nature of Business: ENGINEERING

法律地位 Status: 法人團體

生效日期 Date of Commencement	屆滿日期 Date of Expiry	登記證號碼 Certificate No.	登記費及徵費 Fee and Levy
17/11/2025	16/11/2026	21384881-000-11-25-0	$2,200 (登記費 FEE = $2,200) (徵費 LEVY = $ 0)

請注意下列《商業登記條例》的規定：

1. 第 6(6)條規定任何業務獲發商業登記證或分行登記證，並不表示該業務或經營該業務的人或受僱於該業務的僱員已遵從有關的任何法律規定。
2. 第 12 條規定各業務須將其有效的商業登記證或有效的分行登記證於每一營業地點展示。

Please note the following requirements of the Business Registration Ordinance:

1. Section 6(6) provides that the issue of a business registration certificate or a branch registration certificate shall not be deemed to imply that the requirements of any law in relation to such business or to the persons carrying on the same or employed therein have been complied with.
2. Section 12 provides that valid business registration certificate or valid branch registration certificate shall be displayed at every address where business is carried on.

繳款時請將此商業XXXX登記證及繳款通知書完整交出。在付款後，本繳款通知書方成為有效的商業/XXX登記證。(請參閱背頁繳款辦法所載內容。)

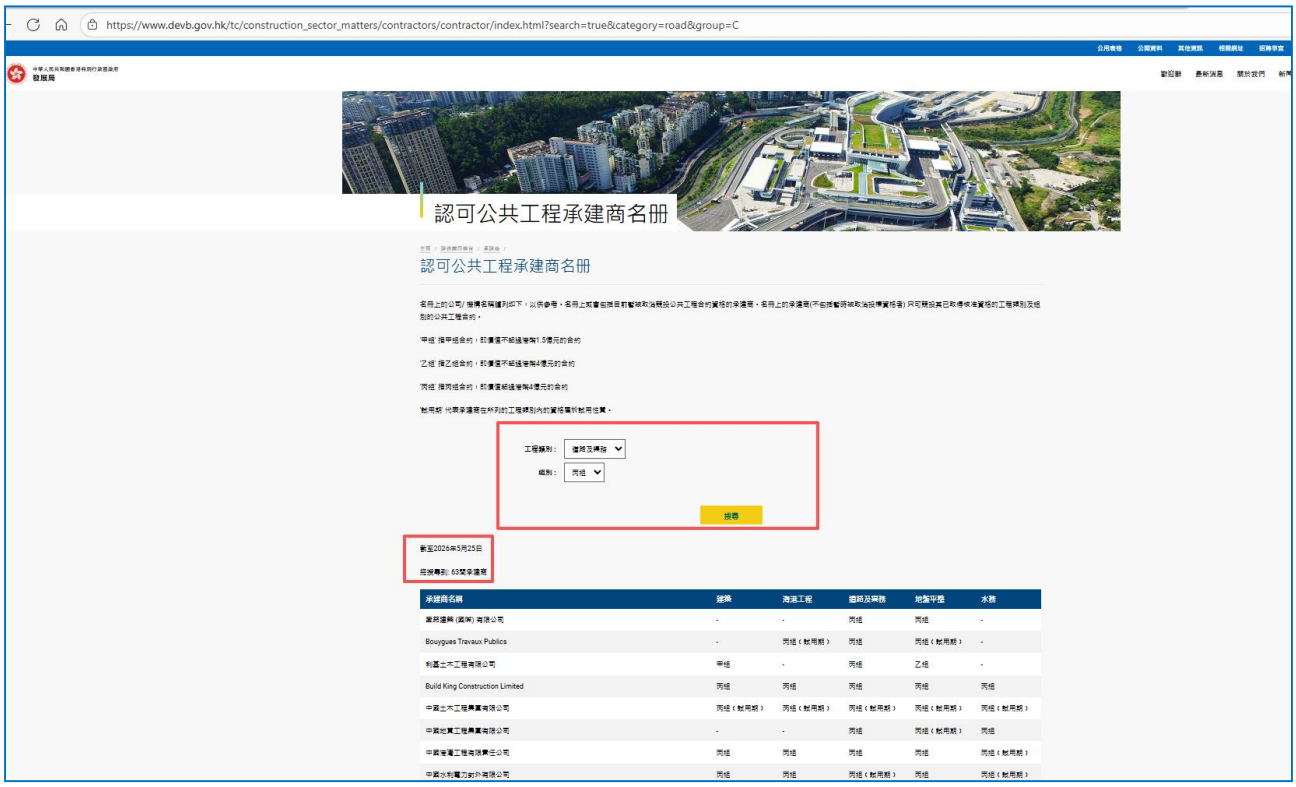
Please produce this certificate and demand note intact at time of payment. This demand note will only become a valid business XXXX registration certificate upon payment. (Please see payment instructions overleaf.)

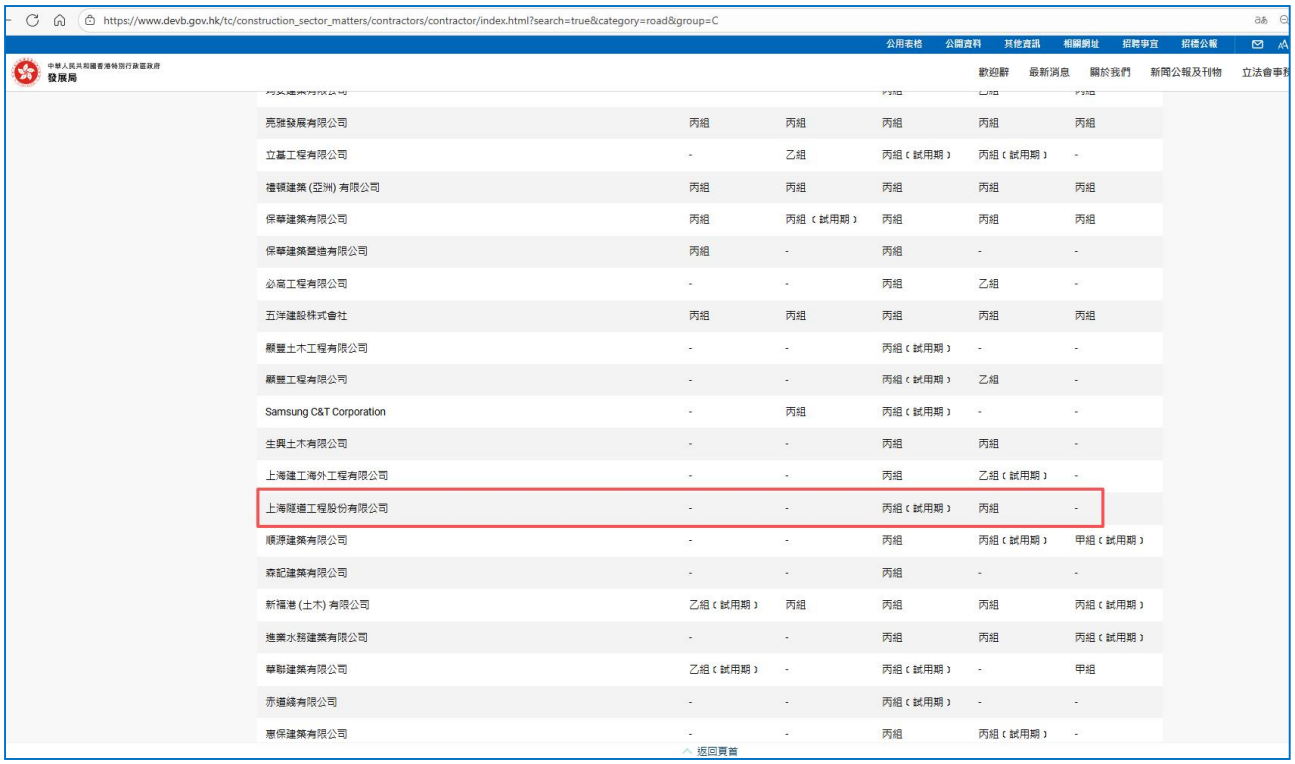
機印所示登記費及徵費收訖。 RECEIVED FEE AND LEVY HERE STATED IN PRINTED FIGURES.

20201 28/10/25 26KNG 000541 CHQ $2,200.00 S

公共工程承建商名册中“道路及渠务”丙组承建商网页截图

https://www.devb.gov.hk/tc/construction_sector_matters/contractors/contractor/index.html?search=true&category=road&group=C





政府總部
發展局
工務科
香港添馬添美道 2 號
政府總部西翼

Works Branch
Development Bureau
Government Secretariat
West Wing, Central Government Offices,
2 Tim Mei Avenue, Tamar, Hong Kong

本局網址 Our Website: http://www.devb.gov.hk
本局檔號 Our Ref.: (03JZA) *in* DEVB(PS) 102/285
來函檔號 Your Ref.:

電話 Tel No.: 3509 8369
傳真 Fax No.: 2521 9682
電郵 E-mail: psu@devb.gov.hk

香港北角
英皇道 510 號
港運大廈
2306-08A 室
上海隧道工程股份有限公司

執事先生：

香港特別行政區政府認可名冊證明

現證明上海隧道工程股份有限公司已列入發展局認可公共工程承建商名冊，詳情如下：

類別	組別
道路及渠務	丙組（試用期）
地盤平整	丙組

本局會根據最新資料適時更新認可公共工程承建商名冊，有關名冊的最新版本可參閱以下網址：

https://www.devb.gov.hk/tc/construction_sector_matters/contractors/index.html

發展局局長

（陳海華 代行）

副本送： 發展局局長（經辦人：總助理秘書長(工務)7）

二零二四年六月二十日

联合体协议书

联合体共同投标协议书

致 **深圳市交通公用设施建设中心** ：

上海隧道工程有限公司、上海隧道工程股份有限公司 自愿决定组成联合体共同参加 **河套深港科技创新合作区西面跨河连接桥（深圳段）建设工程和（香港段）建设工程施工** （项目名称）的投标，若中标，联合体各成员向招标人承担连带责任。我方授权委托本协议牵头单位，代表所有联合体成员参加投标、提交投标文件，以及与招标人签订合同，负责整个合同实施阶段的协调工作。

1、 上海隧道工程有限公司 为本工程投标联合体牵头单位。

2、联合体牵头单位合法代表联合体各成员单位：接收及提交投标相关资料、信息或指令，并处理与之相关事务；负责本工程投标文件编制；负责合同谈判、签订及实施阶段的主导、组织和协调等工作。

3、联合体严格按照招标文件要求，准时递交投标文件，切实履行合同，并对外承担连带责任。

4、联合体各成员单位内部职责分工如下：

1）联合体牵头单位 上海隧道工程有限公司 ，承担 项目整体统筹与协调管理工作，以及除香港承建方承建外的其他部分 工作；

2)联合体成员 1 上海隧道工程股份有限公司 ，承担 需由香港承建方承建的部分 工作。

5、本协议书自签署之日起生效，未中标或者中标后合同履行完毕后，自动失效。

6、本协议书一式 叁 份，联合体各方和招标人各执一份。

本投标协议同时作为法定代表人证明书和法人授权委托书。

投标牵头单位（盖公章）： 上海隧道工程有限公司

法定代表人（签字或盖章）：

授权委托人（签字或盖章）：

单位地址： 上海市徐汇区宛平南路 1099 号 5 楼 邮编： 200232

联系电话： 021-65869999 传真： 021-65419892

联合体成员 1（盖公章）： 上海隧道工程股份有限公司

法定代表人（签字或盖章）：

授权委托人（签字或盖章）：

单位地址： 香港北角英皇道 510 号港运大厦 2306-08A 邮编： 999077

联系电话： +852 63445046 传真： 852+21873682

签订日期： 2026 年 05 月 28 日

隧道股份

授 权 书
POWER OF ATTORNEY

敬启者：

To whom it may concern:

兹授权张振先生（香港身份证号码：F054579(8)）,或在其不在场情况下，授权蒋啟明先生（香港身份证号码：K010060(9)），代表我司“上海隧道工程股份有限公司”签署并提交有关合约**河套深港科技创新合作区西面跨河连接桥（深圳段）建设工程和（香港段）建设工程施工**的投标文件，并被授权处理联营体协议，和中标后主合约的签署，以及与相关顾问公司、供应商及分包商等的协议。

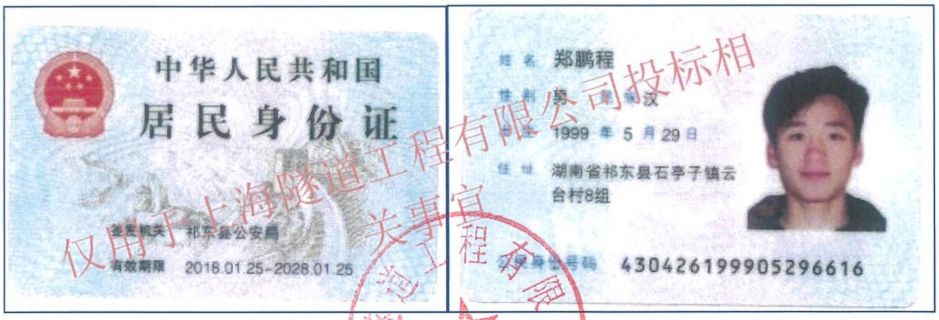
This is to certify that Mr. Zhang Zhen (Hong Kong ID Card Number: F054579(8)), or failing him, Mr. Chiang Kai Ming (Hong Kong ID Card Number: K010060(9)), are authorized on behalf of our company “Shanghai Tunnel Engineering Co. Ltd.” to submit and sign all the documents related to Contract **Western Cross-River Link Bridge Project in the Loop-Tender Notice for the Construction of the Main Bridge**, including but not limited to: joint venture agreement, main contract, consultancy agreement, and all others agreements with suppliers, sub-contractors, so on and so forth.

此授权书有效期至 2027 年 12 月 31 日。

This POWER OF ATTORNEY will be expired on 31st December 2027.

葛以衡先生 (Mr. Ge Yiheng)
董事长 (Chairman of the Board)
上海隧道工程股份有限公司(Shanghai Tunnel Engineering Co. Ltd.)
日期：2026 年 05 月 20 日
Date: 20th May, 2026

附：委托代理人身份证复印件。



仅用于上海隧道工程有限公司投标相关事宜

六、投标人工程施工获奖业绩

投标人工程施工获奖业绩

投标单位名称：上海隧道工程有限公司、上海隧道工程股份有限公司
项目名称:龙东大道（罗山路-G1501）改建工程 3 标； 主要内容（如城市道路桥梁（或公路桥梁）单孔跨径或总长度）:城市道路桥梁，多孔跨径总长 2016.9m； 奖项名称:2024 年度市政工程最高质量水平评价； 获奖人:上海隧道工程有限公司； 颁奖单位:中国市政工程协会； 获奖时间：2024 年 07 月/日。

注：按《资信标要求一览表》要求提供证明材料。

获奖证书

证　书

上海隧道工程有限公司：

你单位总承包的 龙东大道（罗山路~G1501）改建工程 通过 2024 年度市政工程最高质量水平评价。

中国市政工程协会

二零二四年七月

编号：市 243101415

龙东大道（罗山路-G1501）改建工程 3 标

中标通知书

报建编号	1702PD0443
标段号	C03
发包方式	公开招标

上海市建设工程施工中标通知书

（第二联：中标人）

上海隧道工程有限公司 ：

我单位 龙东大道（罗山路~G1501）改建工程3标 工程，经评审由你单位中标。请你单位自中标通知书发出之日起30日内，来我单位签订书面合同。

建设地点	罗山路~G1501，K9+900~K12+150				
建筑面积	0平方米		建筑规模	详见项目明细表	
绿化面积	0平方米				
中标价	97588万元		工期	884日历天	
注册建造师	李林	注册专业	市政公用	注册号	沪131161606142
备注	1、暂列金额 0 万元。 2、暂估价 5447.8934 万元； 其中专业工程暂估价 5447.8934 万元。 详见专业工程暂估价明细表。				

招标人：（盖章） 法定代表人：（盖章）

2018 年 9 月 6 日 2018 年 9 月 6 日

附注：

1. 通知书一式四联，第一联：招标人；第二联：中标人；第三联：招标投标监管部门；第四联：交易中心。
2. 本中标通知书可通过二维码在上海市建筑业官方微信验证。

上海市建设工程招标投标管理办公室 制
2017版

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施工合同关键页扫描件

2020/11/19

合同信息报送编号： W2018100133535

上海市建设工程合同信息表(施工总包)

编号:1702PD0443CZ03

项目信息				
报建编号	1702PD0443	项目名称	龙东大道（罗山路~G1501）改建工程	
建设单位	上海浦东工程建设管理有限公司			
工程地点	罗山路~G1501		所在区县	浦东
单位性质	国有企业	投资额(万元)	730298.0000	
总建筑面积(平方米)	0.0000	建设规模		
合同信息				
施工标段号	C03	发包方式	公开	
专业承包合同	否	专业工程类别	无	
合同名称	龙东大道（罗山路~G1501）改建工程3标			
发包单位	上海浦东工程建设管理有限公司			
承包单位	**企业名称**			
	上海隧道工程有限公司(主)			
项目负责人	李林			
证件类型	身份证	证件号	371402198203242313	
项目类别	市政公用工程			
工程类别	城市道路工程			
工程规模	道路等级：A- ；			
承包内容描述	道路工程、桥梁工程、雨污水排管工程以及绿化、信号灯、交通标志标线等道路附属设施。			
合同价(万元)： 97588.0000 ，其中暂列金额(万元) 0.0000 ，				
暂估价(万元)： 5447.8934 ，安全防护、文明施工措施费(万元)： 1970.0000 。				
开、竣工日期	2018年9月10日 至 2020年10月31日		合同签订日期	2018年9月9日
合同起止日期(合同有效期)	合同开工之日至竣工结算完成		结算方式	单价合同
合同工期（日历天）	791			
附注及其他说明：				
双方单位承诺依法签订合同，合同报送信息真实，与合同一致。				

上海浦东工程建设管理有限公司 数字签名：
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上海隧道工程有限公司 数字签名：
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2018/11/8 12:57:14

建设工程施工合同

项 目 名 称： 龙东大道（罗山路-G1501）改建工程 3 标

工 程 地 点： 浦东新区

发 包 人： 上海浦东工程建设管理有限公司

承 包 人： 上海隧道工程有限公司

签 订 日 期： 2018 年 9 月 9 日

第一部分　建设工程施工合同协议书

发包人：上海浦东工程建设管理有限公司

承包人：上海隧道工程有限公司

依照《中华人民共和国合同法》、《中华人民共和国建筑法》及其它有关法律、行政法规，遵循平等、自愿、公平和诚实信用的原则，双方就本建设工程施工事项协商一致，订立本合同。

一、工程概况

工程名称：龙东大道（罗山路-G1501）改建工程 3 标

工程地点：浦东新区

工程内容：道路工程、桥梁工程、雨污水排管工程以及绿化、信号灯、交通标志标线等道路附属设施。

群体工程应附承包人承揽工程项目一览表

工程立项批准文号：沪浦发改城【2017】356 号

资金来源：政府财力资金

二、工程承包范围和承包方式

承包范围：本标段工程范围：K9+900~K12+150，长度约 2250m。

承包方式：包工、包料（招标人自行采购的材料和设备除外）、包工期、包质量、包安全文明施工和包协调管理、包验收通过移交的施工总承包方式。

三、合同工期：

开工日期：2018 年 9 月 10 日（开工日期以甲方书面发出的开工令为准）

竣工日期：2020 年 10 月 31 日（竣工日期以验收合格之日为准）

四、质量标准

工程质量标准：一次验收合格率 100%，争创上海市、浦东新区市政工程金奖。

五、管理目标

1、质量目标：上海市浦东新区市政工程金奖；上海市市政工程金奖；

2、安全目标：安全生产事故为零。

3、文明施工目标：上海市文明工地；上海市文明示范工地。

六、合同价款

合同总价（中标价）

金额（大写）：975880000元（人民币）。

￥：玖亿柒仟伍佰捌拾捌万元。

其中:分部分项工程量清单费用为736008306元，措施项目费用52444506元（其中安全、文明、环保、临设四项费用合计19700000元），其他费用56113302元。（本合同金额为暂定价，最终价款以审计为准）

七、组成合同的文件

下列文件对合同双方均有约束力，组成本合同的文件及优先解释顺序如下：

（1）合同履行中发包人与承包人有关工程的洽商、变更等书面协议或文件

（2）本合同协议书及附件

（3）中标通知书

（4）招标文件（投标须知、工程量清单总说明、工程量清单）及招标答疑会纪要

（5）本合同专用条款

（6）本合同通用条款

（7）投标文件澄清纪要

（8）投标文件（含工程投标报价单或预算书）

（9）标准、规范及有关技术文件

（10）图纸

八、承包人向发包人承诺按照合同的约定进行施工、竣工并在质量保修期内承担工程质量保修责任。承包人在质量保修期届满后至工程设计使用年限内，对工程承担维修责任。

九、发包人向承包人承诺按照合同约定的期限和方式支付合同价款及其他应当支付的款项。本工程为政府财力投资项目，所有款项的拨付须以财力资金到位为前提。

十、本协议项下发包人作出的所有通知、声明等书面文件按照以下地址寄交承包人方，无论通过预付邮资的快递、挂号信或发送到承包人指定邮箱，该通知将被认定为已送达。

地址：大连路118号405室

邮箱：stec2@vip.163.com

联系人：罗伯涛

电话：021-32500999

十一、合同生效

合同订立时间：2018 年 9 月 9 日

合同订立地点：浦东新区唐陆路 2555 号

本合同双方盖章之日生效。

发包人（盖章）：	承包人（盖章）：
法定代表人：	法定代表人：
委托代理人：	委托代理人：
经办人：马佳麒	经办人：
地址：唐陆路 2555 号	地址：
邮政编码：201210	邮政编码：
电话：021-58969000	电话：
传真：	传真：
开户银行：	开户银行：
账号：	账号：

交（竣）工验收证明扫描件

建设工程竣工验收报告

（市政工程）

工程名称：龙东大道（罗山路~G1501）改建工程 3 标

施工许可编码：1702PD0443D01

建设单位：上海浦东工程建设管理有限公司

竣工验收日期：2021 年 05 月 07 日

上海市建筑业管理办公室制

多孔跨径总长 2016.9m

市政工程竣工验收报告

工程项目	龙东大道（罗山路~G1501）改建工程	标段	3标

高架工程：

分类	工程内容	跨径组合（m）
主线桥	混凝土小箱梁	29.5x14+29.25x4+28.75x2+30+28.5x2+27x2+27.75x2+28.5x6+29x4+30x3+27.75x2+28+28.5x3+29x3+26x6+30x2+29x5+29.5x2+30x6
	简支叠合梁	40+42+40
	桩基Φ0.8	1277
	承台	97
	盖梁	72
浦东运河地面桥	混凝土小箱梁	（29x3+26+30+26+21.5x2+26+30+26+29x3）x2
	双层钢桁梁	120
	桩基Φ0.6	189
	桩基Φ0.8	358
	桩基Φ1.5	40
	承台	14
	桥台或盖梁	16
	非机动坡道桥	(29x2+26+30+26+20)x4
	坡道桥桩基Φ0.8	92
	坡道桥承台	10
	坡道桥桥台或盖梁	14
匝道桥	混凝土小箱梁	28x5+30+28x3+29.5x5+29.25x3
	简支叠合梁	40
	桩基Φ0.6	48
	桩基Φ0.8	109
	承台	16
	桥台或盖梁	18
东横港地面桥	混凝土空心板梁	16x3
	桩基Φ0.8	109
	承台	8
	桥台和盖梁	8

实物工作量

道路工程：

地面道路机动车道面积约为 52278m2；非机动车道面积约为 15750m2；人行道面积约为 13142m2。

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路面种类	路面结构类型（由上至下）	厚度(cm)	路面种类	路面结构类型（由上至下）	厚度(cm)
地面机动车道新建路面	SMA-13（SBS 改性）	4	地面桥梁(钢桁架桥)	SMA-13（SBS 改性）	4
	AC-20C 中粒式沥青混凝土（岩沥青改性沥青）	6		AC-20C 中粒式沥青混凝土（岩沥青改性沥青）	6
	AC-25C 粗粒式沥青混凝土	8		UHPC 超高性能混凝土	5
	橡胶沥青应力吸收层	1	高架桥梁(小箱梁和组合梁)	OGFC-13（改性）	4
	C30 水泥混凝土（顶面骑缝贴 SBS 防裂贴，宽 50CM）	30		稀浆封层+聚酯玻纤布+粘层油	0.6
	砾石砂	15		AC-20C 中粒式沥青混凝土（改性）	6
地面非机动车道新建路面	AC-13C 细粒式沥青混凝土	4		同步碎石封层	0.5
	ATB-25 沥青稳定碎石	8		C50 防水混凝土	10
	橡胶沥青应力吸收层	1	高架桥梁(钢箱梁)	OGFC-13（改性）	4
	C30 水泥混凝土（顶面骑缝贴 SBS 防裂贴，宽 50CM）	20		稀浆封层+聚酯玻纤布+粘层油	0.6
	砾石砂	15		AC-20C 中粒式沥青混凝土	6
人行道结构	同质砖	6		同步碎石封层	0.5
	干拌水泥沙找平层	3		纤维增强型防水层	0.2
	C20 细石混凝土	10		C50 钢纤维防水混凝土	10
	砾石砂	10			
地面桥梁(组合梁和空心板梁)	SMA-13（SBS 改性）	4	高架桥梁(钢桁架桥)	OGFC-13（改性）	4
	AC-20C 中粒式沥青混凝土（岩沥青改性沥青）	6		稀浆封层+聚酯玻纤布+粘层油	0.6
	同步碎石封层	0.5		AC-20C 中粒式沥青混凝土（改性）	6
	防水混凝土垫层	10		同步碎石封层	0.4
浦东运河地面非机	SMA-13（SBS 改性）	4	新建联络道路	细粒式沥青砼(AC-13C)	4

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动车坡道	AC-20C 中粒式沥青混凝土（岩沥青改性沥青）	6	面结构	中粒式沥青砼(AC-20C)	7
	同步碎石封层	0.5		乳化沥青稀浆封层	0.6
	防水混凝土垫层	10		C30 水泥混凝土	20
浦东运河人行梯道	防滑墙面砖	2		砾石砂	15
	水泥砂浆粘结层	1	钢桁架下人非道	薄层环氧钢桥面铺装	0.8
	水泥砂浆找平层	20-23			
	防水层				

排水工程：

序号	名称	规格(mm)	单位	数量
1	HDPE 双壁缠绕管	DN300 雨水连管	米	485
2	承插式钢筋砼管	φ300 雨水连管	米	936
3	HDPE 双壁缠绕管	DN400 雨水连管	米	185
4	承插式钢筋砼管	φ400 雨水连管	米	2035
5	离心浇铸玻璃钢夹砂管	DN600	米	1703
6	离心浇铸玻璃钢夹砂管	DN800	米	364
7	承插式钢筋砼管	φ1000	米	31

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					54
	8	离心浇铸玻璃钢夹砂管	DN1000	米	887
	9	企口式钢筋混凝土管	φ1350	米	304
	10	检查井	1000x1050	座	59
	11	检查井	1000x1300	座	11
	12	检查井	1000x1500	座	131
	13	检查井	钢筋砼乙式三通交汇井	座	10
	14	检查井	钢筋砼二通转折井	座	13
	15	排出口	φ1350 出口挡土墙	个	4
	16	平式单箅雨水口		个	130
	17	平式双箅雨水口		个	131
	18	高架落水收集井	480x480	座	223
	19	钢筋砼盖板明沟			
施工单位名称	上海隧道工程有限公司，项目经理：王强辉				
勘察单位名称	上海协力岩土工程勘察有限公司				

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设计单位名称	上海市城市建设设计研究总院（集团）有限公司		
监理单位名称	上海建浩工程顾问有限公司		
工程报建时间	2018 年 12 月 5 日	开工时间	2019 年 3 月 1 日
工 程 造 价	9.7588 亿元		

工程概况

本工程西起华东路东侧约 65m 处（桩号 K9+900.000），东至东胜路东侧约 240m 处（桩号 K12+150.000），全长 2.25km，沿线设置平行匝道 1 对（匝道接地点位于华东路和东横港之间）。道路主线按城市快速路标准，采用高架形式；地面道路按城市主干路等级实施，规划红线宽度 60m；采用主线双向 6 车道+辅道双向 6 车道规模建设。本工程施工内容包括道路工程、桥梁工程、高架立交工程、雨水排管工程以及绿化、信号灯、交通标志标线等道路附属设施。

高架工程：高架桥梁全长 2.25km，沿线布置平行匝道 1 对。高架线路跨越路口共 4 处（宏秋路、丽雅路、川沙路、东胜路），跨越河道 2 条（东横港、浦东运河）。本工程高架、平行匝道上部结构除跨越路口及跨越浦东运河桥河道外，均采用小箱梁结构。路口为钢混叠合梁，浦东运河主桥为单跨 120m 双层双幅钢桁梁。东横港桥采用三跨 16m 空心板梁。

道路工程： 地面机动车道新建路面结构：4cmSMA-13(SBS 改性)、粘层 PCR(0.5L/m²)、6cm AC-20C 中粒式沥青混凝土（天然岩沥青改性）、粘层 PCR(0.5L/m²)、8cm AC-25C、粗粒式沥青混凝土、粘层 PCR(0.5L/m²)、1cm 橡胶沥青应力吸收层、30cm C30 水泥混凝土（顶面骑缝贴 SBS 防裂贴，宽 50cm）、15cm 砾石砂，高架范围内的地面道路内侧车道路面基层配双层钢筋网片（8@20 进行）加强。地面非机动车道新建路面结构：4cm AC-13C 细粒式沥青混凝土、粘层 PCR(0.5L/m²)、8cm ATB-25 沥青稳定碎石、1cm 橡胶沥青应力

005

吸收层 20cm C30 水泥混凝土（顶面骑缝贴 SBS 防裂贴，宽 50cm）、15cm 砾石砂。人行道结构：6cm 同质砖、3cm 干拌水泥砂找平层、10cm C20 细石混凝土、10cm 级配碎石、总厚度 29cm、人行道土基的压实度必须大于等于 90%（轻型压实标准）。人行道上设置导盲砖，在交叉口设置残疾人无障碍设施。

排水工程：1、本工程雨水管道管径<DN600 雨水连管采用 HDPE 双壁缠绕管和混凝土管；管径≥DN600 采用离心浇铸玻璃钢夹砂管、钢筋混凝土管。离心浇铸玻璃钢夹砂管或 HDPE 管采用止水橡胶圈接口；管道埋深≤4.5m 的管道采用环刚度≥10kN/m2，4.5m＜管道 埋深＜6.5m 的管道采用环刚度≥12.5kN/m2，管道埋深≥6.5m 的管道采用环刚度≥16kN/m2。2、其它（1）根据排水系统规划，龙东大道全线不设置污水收集管，故本工程龙东大道（罗山路～G1501）改建工程 3 标段无新建或改建污水收集管。（2）本工程雨水检查井雨水检查井均采用混凝土结构检查井。

竣工验收程序：

1、本工程已具备竣工验收条件。
2、审阅施工、勘察、设计、监理递交的“工程质量合格证明”。
3、确定验收组组长及成员名单，并召开会议制定验收方案。
4、验收小组在约定时间进行竣工验收并达成竣工验收意见。

竣工验收内容：

1、由建设、施工、监理、设计、勘察单位分别汇报工程项目概况，建设质量概况，合同履约及执行国家法律、法规和工程建设强制性标准情况。
2、验收人员审阅各方的工程档案，从项目立项、招投标、勘察、设计、监理及施工管理资料进行检查。
3、对实地进行实测实量、外观、使用功能性试验资料等检查。
4、验收组对检查结果进行汇总、讲评，并最后达成竣工验收意见，符合国家质量标准。

竣工验收组织：

1、由建管公司组织成员验收小组。
2、由建管公司法定代表人委托公司　　担任验收小组组长。
3、验收小组成员分别由勘察、设计、施工、监理单位等有关负责人参加。

竣工验收标准：

1、建设部《工程建设标准强制性条文》（城市建设部分）
2、上海市《工程建设地方标准强制性条文》
3、《城镇道路工程施工与质量验收规范》（CJJ1-2008）
4、《城市桥梁工程施工与质量验收规范》（CJJ2-2008）
5、《给水排水管道工程施工及验收规范》（GB50268-2008）
6、上海市《城市道路桥梁工程施工质量验收规范》（DG/TJ08-2152-2014）
7、《混凝土结构工程施工质量验收规范》（GB50204-2015）
8、《公路工程装配式施工质量验收评定标准》（DG/TJ 08-2250-2017）

对勘察单位评价：

1、勘察单位资质为甲级。
2、勘察单位能按合同认真履行职责，并能按标准执行勘察工作。
3、勘察报告内容与实物质量相符。

007

对设计单位评价：

1、设计单位资质为甲级。
2、设计单位能按合同认真履行职责，并按强制性标准进行设计工作。
3、设计单位对变更设计予以认可。
4、实物质量符合设计图纸及有关设计文件。

对施工单位评价：

1、施工单位资质为市政一级。
2、施工单位能按合同认真履行职责，并按强制性标准进行施工。
3、对施工过程中的质量问题能及时整改。
4、实物质量符合设计图纸及强制性标准要求。

对监理单位评价：

1、监理单位资质为甲级。
2、监理单位能按合同认真履行职责，并按强制性标准进行监理，已完成工程设计和合同约定的各项内容，达到竣工标准。
3、对工程质量评定等级与现行标准相符合，对工程质量存在的问题能及时进行检查，并督促整改，验收合格后允许下道工序施工。

008

建设单位执行基本建设程序情况：

1、 根据规划进行项目的预可行性研究项目建设书；

2、 进行工程可行性研究，编制可行性研究报告；

3、 编制初步设计文件；

4、 编制施工图设计文件；

5、 编制项目招标文件；

6、 根据批准的项目招标文件为合格预审结果组织项目招标；

7、 根据国家有关规定，执行征地、拆迁等施工前准备工作，编制开工报告；

8、 组织实施，并按施工图进行施工；

9、 项目完工后，编制竣工图表和工程结算，办理项目验收；

10、竣工验收合格后，组织项目后评价及养护移交。

工程竣工验收意见：

经建设单位组织验收，本工程符合下列要求：

1、符合我国现行法律、法规要求。

2、符合我国现行建设工程强制性标准、规范要求。

3、符合设计文件和施工合同要求

4、工程质量资料齐全，试验资料有效，符合施工规范标准要求。

5、本工程排水工程、道路工程、桥梁工程均符合范要求

工程质量等级（如有多个单位工程，可不填）：合格

工程竣工验收结论：

符合国家质量标准，同意使用！

注：结论为：是否符合国家质量标准；能否同意使用！

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竣工验收人员签字

验收组职务	姓　名	工作单位	技术职称	单位职务
验收组组长	[illegible]	上海浦东工程建设管理有限公司		项目经理
副组长	[illegible]	上海建设监理咨询有限公司		总监
验收组成员	王强华	上海申通地铁工程有限公司		项目经理
	蒋士勇	上海协力岩土工程勘察有限公司		项目负责人
	[illegible]	[illegible]		项目负责人
	[illegible]	上海申通地铁工程有限公司		项目总工

建设单位项目负责人：[illegible]　（公章）

2021 年 3 月 31 日

注：建设单位对经竣工验收的工程质量全面负责

010

单位工程质量等级评定汇总表

序号	单位工程名称	工程造价（万元）	工程质量等级			
			施工单位	设计单位	监理单位	建设单位
1	高架主线工程	52516	合格	合格	合格	合格
2	排水工程	4766	合格	合格	合格	合格
3	道路工程	14194	合格	合格	合格	合格
4	地面桥梁工程（东横港桥）	2252	合格	合格	合格	合格
5	地面桥梁工程（浦东运河桥桥）	23860	合格	合格	合格	合格

施工单位	设计单位	监理单位	建设单位
（公章）	（公章）	（公章）	（公章）

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竣工验收记录

工程名称	龙东大道（罗山路～G1501）改建工程 3 标	开工日期	2019 年 3 月 1 日
施工单位	上海隧道工程有限公司	竣工日期	2021 年 3 月 31 日
项目负责人	王强辉	技术负责人	袁天驷
合同造价（万元）	97588	施工决算（万元）	暂未决算

验收范围及数量：

本工程西起华东路东侧约 65m 处（桩号 K9+900.000），东至东胜路东侧约 240m 处（桩号 K12+150.000），全长 2.25km，沿线设置平行匝道 1 对（匝道接地点位于华东路和东横港之间）。道路主线按城市快速路标准，采用高架形式；地面道路按城市主干路等级实施，规划红线宽度 60m；采用主线双向 6 车道+辅道双向 6 车道规模建设。本工程施工内容包括道路工程、桥梁工程、高架立交工程、雨水排管工程以及绿化、信号灯、交通标志标线等道路附属设施。

高架工程：高架桥梁全长 2.25km，沿线布置平行匝道 1 对。高架线路跨越路口共 4 处（宏秋路、丽雅路、川沙路、东胜路），跨越河道 2 条（东横港、浦东运河）。本工程高架、平行匝道上部结构除跨越路口及跨越浦东运河桥河道外，均采用小箱梁结构，主线高架标准桥宽 25m，标准跨径 30m；宏秋路、丽雅路、东胜路路口为钢混叠合梁，跨径分别为 40m、42m、40m；浦东运河桥为单跨 120m 双层双幅钢桁梁。

道路工程：标准断面地面道路：4.75m（绿化带）+4.0m（人行道）+3.5m（非机动车道）+3.0m（侧分带）+11m（机动车道）+7.5m（中央分隔带）+11m（机动车道）+3.0m（侧分带）+3.5m（非机动车道）+4.0m（人行道）+4.75m(绿化带）=60.0m。

排水工程：本工程排水工程仅包含敷设雨水管道，排水工程的起点桩号与终点桩号与道路工程相同。

存在问题及处理意见：

无遗留问题。

对工程的质量评价：

本工程质量符合有关法律、法规、工程建设强制性标准、设计文件和合同要求，各分部、分项工程质量全部合格，质量控制资料核查符合要求，安全和主要使用功能核查及抽查结果符合要求，观感质量验收符合要求，管理及技术资料完整，各项记录签字、盖章齐全、有效。自评 合格 。经业主及相关部门检查，施工质量符合设计及相关规范要求。

竣工验收日期	2021 年 3 月 31 日
参加竣工验收单位意见	

建设单位	签名：（盖章）	设计单位	签名：（盖章）
监理单位	签名：（盖章）	施工单位	签名：（盖章）

012

七、拟派项目经理、项目副经理、技术负责人情况

拟投入项目经理、项目副经理、技术负责人情况

<table>
<tr><td colspan="6">投标人名称：上海隧道工程有限公司、上海隧道工程股份有限公司</td></tr>
<tr><td colspan="6">（1）项目经理情况</td></tr>
<tr><td>姓名</td><td>彭健成</td><td>大学毕业时间</td><td>2001 年 07 月</td><td>职称</td><td>高级工程师
（市政工程）</td></tr>
<tr><td>注册证书</td><td>一级建造师注册证书：
沪 1312006200700320
安全生产考核合格证书：
沪建安 B(2017)0082183</td><td>施工管理经验
年限</td><td>25 年</td><td>社保月份</td><td>2021.05-2026.04</td></tr>
<tr><td>代表业绩</td><td colspan="5">城市道路（或公路）工程施工管理业绩（如有）：
项目名称:杭绍台高速公路工程台州段 2 标段；
主要内容：含有新建特大桥梁，公路桥梁,特大桥 2694m/2 座（是否含有新建特大桥梁）；
时间：2020 年 12 月 09 日；
人员岗位：项目副经理；在本项目的任职时间：36 月。
注：仅提供 1 项业绩，并标注人员在该业绩中担任的职务及任职时间长度。</td></tr>
<tr><td colspan="6">（2）项目副经理（深圳段）情况</td></tr>
<tr><td>姓名</td><td>陈云富</td><td>大学毕业时间</td><td>2009 年 01 月</td><td>职称</td><td>高级工程师
（路桥工程）</td></tr>
<tr><td>注册证书</td><td>/</td><td>施工管理经验
年限</td><td>29 年</td><td>社保月份</td><td>2021.05-2026.04</td></tr>
<tr><td>代表业绩</td><td colspan="5">城市道路（或公路）工程施工管理业绩（如有）：
项目名称：杭绍台高速公路工程台州段 2 标段；
主要内容：含有新建特大桥梁，公路桥梁,特大桥 2694m/2 座（是否含有新建特大桥梁）；
时间：2020 年 12 月 09 日；
人员岗位：项目副经理 。
注：仅提供 1 项业绩，并标注人员在该业绩中担任的职务。</td></tr>
<tr><td colspan="6">（3）项目副经理（香港段）情况</td></tr>
<tr><td>姓名</td><td>蒋启明</td><td>大学毕业时间</td><td>1996 年</td><td>资格证书</td><td>香港工程师学会会员（土木工程界别）</td></tr>
</table>

工程施工管理经验	29 年	担任总承建商的地盘总管或项目副经理年限	17 年

（4）技术负责人情况

姓名	**甘文爽**	大学毕业时间	**2014 年 6 月**	职称	高级工程师（隧道工程）
注册证书	/	施工管理经验年限	12 年	社保月份	2021.05-2026.04
代表业绩	城市道路（或公路）工程施工管理业绩（如有）： 项目名称：杭绍台高速公路工程台州段 2 标段； 主要内容:含有新建特大桥梁，公路桥梁,特大桥 2694m/2 座（**是否含有新建特大桥梁**）； 时间：2020 年 12 月 09 日； 人员岗位：**技术主管**。 注：仅提供 1 项业绩，并**标注**人员在该业绩中担任的职务。				

注：按《资信标要求一览表》要求提供证明材料。

项目经理-彭健成

项目经理（建造师）简历表

姓　名	彭健成	性　别	男	年　龄	46 岁
职　务	项目经理	职　称	高级工程师	学　历	本科
证件类型	身份证	证件号码	362421198002012915	手机号码	/
参加工作时间	2001 年 07 月		从事项目经理（建造师）年限		19 年
项目经理（建造师）资格证书编号	沪 1312006200700320				

在建和已完工程项目情况

建设单位	项目名称	建设规模	开、竣工日期	在建或已完	工程质量
台州元合建设发展有限公司	杭绍台高速公路工程台州段 2 标段	**含有新建特大桥梁，公路桥梁，特大桥 2694m/2 座**；大岙溪 2 号特大桥：全长 1640m；双港互通主线 2 号特大桥：全长 1051.92m。 合同金额：282353.5380 万元	2017.01.15-2020.12.09 任职：项目副经理（2017-11-29~2020-12-09）	已完	合格

身份证

姓名 彭健成
性别 男 民族汉
出生 1980 年 2 月 1 日
住址 上海市卢湾区龙华东路
660号
公民身份号码 362421198002012915
中华人民共和国
居民身份证
签发机关 上海市公安局卢湾分局
有效期限 2007.04.10-2027.04.10

毕业证

普通高等学校
毕业证书
学生彭健成 性别男，
一九八〇年二月一日生，于一九九七年
九月至二〇〇一年七月在本校
机械工程及自动化专业
四年制本科学习，修完教学计划规定的全
部课程，成绩合格，准予毕业。
校（院）长：
校名：东华大学
二〇〇一年七月一日
证书编号：№ 1008002
电子注册号:10255120010501027(97081227)

职称证

彭健成 同志

经 上海市工程系列土建施工高级专业技术职务任职资格评审委员会评审，确认你具备 高级工程师 任职资格。

通过日期 2013年12月19日

编号 13C2020365

姓名 彭健成

性别 男

出生年月 1980.02

专业 市政工程

工作单位 上海公路桥梁（集团）有限公司

一级建造师注册证书

中华人民共和国一级建造师注册证书

姓　　名：彭健成

性　　别：男

出生日期：1980年02月01日

注册编号：沪1312006200700320

聘用企业：上海隧道工程有限公司

注册专业：市政公用工程(有效期：2024-03-28至2027-03-27)
公路工程(有效期：2025-01-03至2028-01-02)

请登录中国建造师网
微信公众号扫一扫查询

个人签名：

签名日期：2026.5.21

中华人民共和国
住房和城乡建设部

签发日期：2007年11月19日

安全生产考核合格证证明（B证）

建筑施工企业项目负责人

安全生产考核合格证书

编号：沪建安B（2017）0082183

姓　　名：彭健成

性　　别：男

出 生 年 月：1980年02月01日

企 业 名 称：上海隧道工程有限公司

职　　务：项目负责人（项目经理）

初次领证日期：2019年05月23日

有　效　期：2023年06月30日　至　2026年06月29日

发 证 机 关：上海市住房和城乡建设管理委员会

发 证 日 期：2023年03月31日

中华人民共和国住房和城乡建设部 监制

社保证明扫描件[社保证明是指投标人为其连续缴纳的近 3 个月（截标当月前 6 个月的任意连续 3 个月）社保缴费单]

参保人员城镇职工基本养老保险缴费情况

姓名	彭健成		社会保障号码		362421198002012915			证件号码	362421198002012915		
序号	年 月	缴费情况	补缴退账年月	序号	年 月	缴费情况	补缴退账年月	序号	年 月	缴费情况	补缴退账年月
1	202105	已缴费		21	202301	已缴费		41	202409	已缴费	
2	202106	已缴费		22	202302	已缴费		42	202410	已缴费	
3	202107	已缴费		23	202303	已缴费		43	202411	已缴费	
4	202108	已缴费		24	202304	已缴费		44	202412	已缴费	
5	202109	已缴费		25	202305	已缴费		45	202501	已缴费	
6	202110	已缴费		26	202306	已缴费		46	202502	已缴费	
7	202111	已缴费		27	202307	已缴费		47	202503	已缴费	
8	202112	已缴费		28	202308	已缴费		48	202504	已缴费	
9	202201	已缴费		29	202309	已缴费		49	202505	已缴费	
10	202202	已缴费		30	202310	已缴费		50	202506	已缴费	
11	202203	已缴费		31	202311	已缴费		51	202507	已缴费	
12	202204	已缴费		32	202312	已缴费		52	202508	已缴费	
13	202205	已缴费		33	202401	已缴费		53	202509	已缴费	
14	202206	已缴费		34	202402	已缴费		54	202510	已缴费	
15	202207	已缴费		35	202403	已缴费		55	202511	已缴费	
16	202208	已缴费		36	202404	已缴费		56	202512	已缴费	
17	202209	已缴费		37	202405	已缴费		57	202601	已缴费	
18	202210	已缴费		38	202406	已缴费		58	202602	已缴费	
19	202211	已缴费		39	202407	已缴费		59	202603	已缴费	
20	202212	已缴费		40	202408	已缴费		60	202604	已登记	

近60个月缴费单位信息

缴费单位名称	缴费起止时间	缴费单位名称	缴费起止时间
上海隧道工程有限公司	2021年05月-2026年03月		
截至2026年04月，累计缴费月数		293	

备注：1、本缴费情况的信息以申请打印时点的参保缴费情况为依据，供参考；亦可通过“一网通办”平台、“随申办”APP或线下自助服务终端查询获取。

2、“已登记”表示参保人员属于社会保险参保登记状态；“累计缴费月数”显示的月数为实际记账月数。

◆ 上海市社会保险事业管理中心业务专用章已经上海市数字证书认证中心认证，是对外经办业务指定电子印章，与社保经办机构印章具有同等效力，不再另行盖章。

经办机构：上海市社会保险事业管理中心

打印日期：2026-5-19

电子印章验证码：MEUCIQCWPHP6+v6wrjcmssZJfTM3r1jSskIqqSb8wrjtIZnv4wIgJ4VqdCaaZUOPsvC1MP11dWEjhHOa/yRpAwatd/YRXDc=

证明用途：2026年05月19日 10:50:49 304创建中未经同意禁止用于其他投标项目 调取时间：2026年05月19日

项目经理业绩：**杭绍台高速公路工程台州段 2 标段**

中标通知书

投 资 人 成 交 通 知 书

发件公司名称：	华杰工程咨询有限公司		
联系人：	朱友梁　程 磊		
电　话：	13811006794	传真：	010-64997367
主　题：	杭绍台高速公路（台州段）PPP 项目投资人重新招标竞争性磋商（政府采购社会资本）成交通知书		

致：上海基础设施建设发展有限公司、上海隧道工程有限公司（联合体）

根据 2015 年 12 月 18 日杭绍台高速公路（台州段）PPP 项目投资人重新招标竞争性磋商评标委员会推荐意见，并经《中国采购与招标网》、《中国政府采购网》、《浙江政府采购网》和《浙江交通网》网上公示，以及竞争性磋商文件规定，招标人确定贵单位为杭绍台高速公路（台州段）PPP 项目投资人招标（政府采购社会资本）的成交人。

政府资本金投入：人民币玖亿元整（小写：￥900,000,000.00 元）。

项目公司总经理：张宁。

请你方在接到本通知书后的 30 日内到台州市杭绍台高速公路有限公司（地址：浙江省台州市椒江区白云山南路 323 号）与我方签订《投资协议》，在此之前按竞争性磋商文件第二章“投标人须知”第 7.3 款规定向我方提交投资人履约担保。

特此通知。

招标人：台州市杭绍台高速公路有限公司

招标代理：华杰工程咨询有限公司

2015 年 12 月 30 日

施工合同关键页扫描件

杭绍台高速公路工程台州段

2 标段

施工合同文件

（上册）

发包人：　台州元合建设发展有限公司

承包人：　上海隧道工程有限公司

二〇一六年十二月

合同协议书

台州元合建设发展有限公司(发包人名称，以下简称“发包人”)为实施杭绍台高速公路工程台州段(项目名称)，根据本项目PPP合同，经与上海隧道工程有限公司(承包人名称，以下简称“承包人”)友好协商，对该项目2标段的施工，发包人和承包人共同达成如下协议。

1. 2标段桩号为K141＋600（ZK141＋650）至K160＋499.247，长约18.922km，公路等级为高速公路，设计时速为100Km/h，主要工作内容为：路基、路面、桥涵、隧道、交通安全设施、绿化与环保、房屋建筑、机电工程的施工及缺陷责任期缺陷修复等。其中挖方约316.2万m^3，填方约284.7万m^3，特大桥2694m/2座，大桥4043m/10座，中小桥387m/6座，特长隧道4317.5.5m/1座，长隧道1035.5m/1座，中短隧道734m/2座，互通2处、连接线2处等。

2. 下列文件应视为构成合同文件的组成部分：

(1)合同协议书及各种合同附件(含廉政合同、安全生产合同、工程质量责任合同、拟委任的主要管理人员表、拟投入的主要机械设备表及合同谈判过程中的澄清文件和补充资料)；

(2)项目专用合同条款；

(3)公路工程专用合同条款；

(4)通用合同条款；

(5)项目专用技术规范；

(6)通用技术规范；

(7)图纸；

(8)已标价工程量清单；

(9)承包人有关人员、设备投入、财务能力的承诺及施工组织设计；

(10)其他合同文件。

3. 上述文件互相补充和解释，如有不明确或不一致之处，以合同约定次序在先者为准。

4. 本合同采用单价合同，暂估合同金额为：人民币(大写)贰拾捌亿贰仟叁佰伍拾叁万伍仟叁

佰捌拾元（¥2823535380元）。

已标价工程量清单见施工合同文件（下册）。

5. 2标段承包人项目经理：张爱萍，承包人项目总工：王多成。

6. 工程质量符合标段工程交工验收的质量评定：90分及以上、标段工程竣工验收的质量评定：90分及以上标准。

7. 承包人承诺按合同约定承担工程的实施、完成及缺陷责任期缺陷修复。

8. 发包人承诺按合同约定的条件、时间和方式向承包人支付合同价款。

9. 承包人应按照监理人指示开工，工期为48个月。

10. 本协议书由双方法定代表人或其委托代理人签署并加盖单位章后生效。全部工程完工后经交工验收合格、缺陷责任期满签发缺陷责任终止证书后失效。

11. 本协议书正本贰份、副本拾份，合同双方各执正本壹份，发包人执副本捌份，承包人执副本贰份，当正本与副本的内容不一致时，以正本为准。

12. 合同未尽事宜，双方另行签订补充协议。补充协议是合同的组成部分。

发包人：台州元合建设发展有限公司

法定代表人
或其委托代理人：

年 月 日

承包人：上海隧道工程有限公司

法定代表人
或其委托代理人：

年 月 日

交（竣）工验收证明扫描件

公路工程交工验收证书

交工验收时间： 2020 年 12 月 9 日　　合同段交工验收证书第 02 号

工程名称：杭绍台高速公路工程台州段	合同段名称及编号：2 标段
项目法人：台州元合建设发展有限公司	设计单位：浙江省交通规划设计研究院有限公司
施工单位：上海隧道工程有限公司	监理单位：浙江通衢工程管理有限公司

本合同段主要工程量：路基挖方 316.2 万 m^3，填方 284.7 万 m^3；路面 68.1 万 m^2，桥梁 8224.2 米/21 座（含互通主线桥），其中特大桥 2692 米/2 座、大桥 5079.2 米/12 座、中桥 453 米/7 座；隧道 6101 米/4 座，其中特长隧道 4347 米/1 座、长隧道 1038 米/1 座、中短隧道 716 米/2 座；互通 2 处，连接线 2 处。

本合同段价款	原合同	2823535380 元	实际	
本合同段工期	原合同	48 个月	实际	47 个月

对工程质量、合同执行情况的评价、遗留问题、缺陷的处理意见及有关决定（内容较多时，可用附件）

一、工程质量

1、路基工程总体稳定，边线顺直，边坡基本稳定，排水基本通畅，小桥和涵洞内外轮廓线清晰顺滑；

2、路面表面平整、密实，路面边线顺直，路拱设置适宜；

3、隧道工程总体外观质量较好，隧道洞内衬砌表面干燥，没有明显渗漏水现象，隧道硐室及预埋件状况良好；

4、桥梁内、外轮廓线顺滑、美观，各构件混凝土平整、密实，支座安装准确；

5、交安设施齐全，标志板面平整，安装角度准确；标线顺滑；波形梁护栏安装牢固，线形直顺；

6、质量保证资料审查情况

经查阅所提供的质保资料基本齐全，满足设计和规范要求。

三、合同执行情况

施工管理规范，承包人管理制度健全，质量保证体系完整有效，施工中能按照有关法律、法规、规范、规章制度及合同文件的要求履行自己的义务，合同执行情况良好；监理工作规范科学、合理有效，对工程质量、进度、投资、安全、环保等方面达到了监督、控制的目的，很好的履行合同文件规定的职责。

主要工作内容基本完成，合同执行情况良好，工程质量合格，满足交工验收条件。

三、遗留问题、缺陷的处理意见

遗留问题无，缺陷期内出现质量问题要求无条件修复。

（施工单位的意见）

同意交工

施工单位法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（合同段监理单位对有关问题的意见）

同意交工

合同段监理单位法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（设计单位的意见）

根据交工验收资料及本站实际情况同意交工。

同意交工。

设计单位法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（项目法人的意见）

同意交工

项目法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（注：表中内容较多时，可用附件。）

业绩证明

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州元合建设发展有限公司

工程类别	工程内容		规模	单位	备注
路基	里程长度		21.303	KM	本项目采用PPP模式建设。2标段主线起止桩号为K141+600（ZK141+650）至K162+903，全长21.303公里，主线采用双向四车道高速公路标准，设计速度为100公里/小时。连接线2处，全长8.4公里，采用二级公路标准。主要工程量：挖方316.2万m3（其中静态爆破30673.96m3），填土石方299.2万m3，台背、涵背回填19.3万m3，避险车道1处。最大填方高度23m，最大挖方高度62m。抗滑桩998m，最大埋深10m，最大尺寸1.2×1.5m。
	软基处理面积		38.716	千平方米	强夯
互通工程	枢纽式		1	处	括苍枢纽互通，杭绍台高速公路与台金高速公路互通式立体交叉，主要包括：路基、路面、桥梁涵洞、交通安全设施、绿化与环保、房屋建筑、机电工程等内容。
	一般式		1	处	双港互通，杭绍台高速公路与X911（赤白线）互通式立体交叉，主要包括：路基、路面、桥梁涵洞、交通安全设施、绿化与环保、房屋建筑、机电工程等内容。
路面	沥青混凝土	SMA	592.109	千平方米	上面层：4cm厚SMA-13沥青玛蹄脂混合料
		普通	997.217	千平方米	1、上面层：4cm厚AC-13细粒式沥青混合料，面积89401m2。 2、中面层：6cm厚Sup-20中粒式沥青混合料，面积684095m2。 3、下面层：8cm厚Sup-25粗粒式沥青混合料，面积223721m2
		其他	2693.163	千平方米	34cm厚级配碎石底基层238262m2，32cm厚级配碎石底基层122861m2，20cm厚级配碎石底基层11423m2，20cm厚水泥稳定碎石基层369429m2，18cm厚水泥稳定碎石基层6180m2，橡胶复合改性沥青封层693892m2，黏（粘）层904397m2，桥梁隧道路面抛丸处理346719m2。
	水泥混凝土		10.6	千平方米	26cm厚C40混凝土路面。
	钢桥桥面铺装形式	其他	11.5	千平方米	1、上面层：4cm厚SMA-13沥青玛蹄脂混合料，面积5753.8m2。 2、中面层：6cm厚Sup-20中粒式沥青混合料，面积5753.8m2
交通安全设施	本合同段里程长度		21.303	KM	1、交通安全设施工程：全长21.303公里，主要包括护栏、隔离栅、桥上防护网、轮廓标、标线、防眩板、突起路标、标志标牌、限高门架、太阳能智能路边缘视线诱导标、速度反馈系统、雾区引导系统、信号控制系统等内容。 2、房屋建筑工程：双港互通收费站、括苍互通收费站、隧道管理站等站房设施，总建筑面积2363平方米。 3、绿化与环保工程：全长21.303公里，主要包括乔木、灌木、草坪、声屏障、景石等内容。
机电工程	通信、监控、收费综合系统工程		21.303	KM	1、全长21.303公里，主要包括：监控系统、通信系统、收费系统、隧道机电系统、供配电照明系统、防雷与接地系统、管道及机电土建等内容。 2、其中隧道机电系统主要包括：通风子系统、照明子系统、火灾检测与报警子系统、紧急呼救与有线广播子系统、交通监控与诱导子系统、通风与照明检测控制子系统、闭路电视监视子系统、中央管理与控制子系统、消防子系统等内容。
		预应力砼T梁 桥梁长度	740	M	大岙溪1号大桥，全长740m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	50	M	
		预应力砼T梁 最高墩高≥30	56.705	M	薄壁空心墩
		预应力砼T梁 桥梁长度	1640	M	大岙溪2号特大桥，全长1640m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	50	M	
		预应力砼T梁 最高墩高≥30	61.545	M	薄壁空心墩
		预应力砼T梁 桥梁长度	730	M	岙口1号大桥，全长730m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	40	M	
		预应力砼T梁 最高墩高≥30	35.651	M	

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州五合建设发展有限公司

工程类别		工程内容		规模	单位	备注
桥梁工程	梁式桥	预应力砼T梁	桥梁长度	360	M	岙口2号大桥，全长360m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	23.1	M	
		预应力砼T梁	桥梁长度	843.5	M	大园大桥，全长843.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	16.99	M	
		预应力砼T梁	桥梁长度	303.5	M	双港互通主线1号大桥，全长303.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	6.98	M	
		预应力砼T梁	桥梁长度	106	M	三居王大桥，全长106m，预制预应力混凝土T梁
			主跨跨径	25	M	
			最高墩高≥30	12.87	M	
		预应力砼T梁	桥梁长度	550	M	大岭大桥，全长550m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	19.98	M	
		预应力砼T梁	桥梁长度	191.42	M	括苍枢纽互通主线1号桥，全长191.42m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	4.8	M	
		预应力砼T梁	桥梁长度	137.96	M	括苍枢纽互通主线2号桥，全长137.96m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	6.9	M	
		预应力砼T梁	桥梁长度	745	M	括苍枢纽互通主线5号桥，全长745m，预制预应力混凝土T梁（最大跨径40m）和现浇预应力混凝土等截面箱梁（最大跨径35m）
			主跨跨径	40	M	
			最高墩高≥30	15.81	M	
		预应力砼T梁	桥梁长度	260	M	括苍枢纽互通主线6号桥，全长260m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	10.66	M	
		预应力砼T梁	桥梁长度	218.5	M	双港互通E匝道桥，全长218.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	12.11	M	
		预应力砼T梁	桥梁长度	378	M	括苍枢纽互通B匝道桥，全长378m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	5.99	M	
		预应力砼等截面箱梁	桥梁长度	1051.92	M	双港互通主线2号特大桥，全长1051.92m，现浇预应力混凝土等截面箱梁
			主跨跨径	35	M	
			最高墩高≥30	25.64	M	
		预应力砼等截面箱梁	桥梁长度	288	M	括苍枢纽互通D匝道1号桥，全长288m，现浇预应力混凝土等截面箱梁（最大跨径40m）和预应力钢混组合箱梁（预应力钢混叠合梁）（最大跨径59m）
			主跨跨径	40	M	
			最高墩高≥30	13.11	M	

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州元合建设发展有限公司

工程类别	工程内容			规模	单位	备注
		预应力砼等截面箱梁	桥梁长度	106	M	括苍枢纽互通E匝道桥，全长106m，现浇预应力混凝土等截面箱梁
			主跨跨径	25	M	
			最高墩高≥30	7.74	M	
		钢-砼组合结构梁桥	桥梁长度	145	M	括苍枢纽互通主线3号桥，全长145m，预应力钢混组合箱梁（预应力钢混叠合梁）
			主跨跨径	56	M	
			最高墩高≥30	11.7	M	
		钢-砼组合结构梁桥	桥梁长度	327.5	M	括苍枢纽互通A匝道桥，全长327.5m，预应力钢混组合箱梁（预应力钢混叠合梁）
			主跨跨径	59	M	
			最高墩高≥30	12.59	M	
		预应力空心板	桥梁长度	312.5	M	括苍枢纽互通台金高速叶家岙大桥，全长312.5m，预制预应力混凝土空心板（最大跨径20m）和预制预应力混凝土小箱梁（最大跨径30m）
			主跨跨径	20	M	
隧道工程	分离式隧道	隧道长度		4347	M	大雷山隧道：左洞长4288m，右洞长4347m
		车道数		2	个	左、右线分离式双向四车道
		施工工艺	新奥法		无	新奥法
	分离式隧道	隧道长度		1038	M	前山隧道：左洞长1038m，右洞长1033m
		车道数		3	个	左、右线分离式双向六车道
		施工工艺	新奥法		无	新奥法
	连拱隧道	隧道长度		284	M	塘田王隧道：左、右洞均长284m
		车道数		2	个	连拱式（连体式）双向四车道
		施工工艺	新奥法		无	新奥法
	连拱隧道	隧道长度		450	M	三星隧道：左、右洞均长450m
		车道数		2	个	连拱式（连体式）双向四车道
		施工工艺	新奥法		无	新奥法

杭绍台高速公路工程台州段

第 HST-TJ02 标段

两阶段施工图设计

第三册　第一分册

第一册	第一篇	总体设计	第二册	第三篇	路基、路面（共二分册）
	第二篇	路　线	第三册	第四篇	桥梁、涵洞（共四分册）
	第九篇	其他工程	第四册	第五篇	隧道（共二分册）
	第十篇	筑路材料	第五册	第六篇	路线交叉（共四分册）
	第十一篇	施工方案	第六册	双港互通连接线	

项目总负责人：

主　　任：

项目负责人：

总工程师：

院　　长：

目　　录

杭绍台高速公路工程台州段

本册目录

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第四篇　桥梁、涵洞	第三册　第一分册						
说明书	S4-0-1	17	**1～17**				
桥梁工程一览表	S4-0-2	1	**18**				
大岙溪1号大桥设计图	S4-14	104	**19～122**				
大岙溪2号大桥设计图	S4-15	178	**123～300**				
岙口1号大桥设计图	S4-16	142	**301～442**				
	合计	442					

大岙溪 2 号特大桥：多孔跨径总长度 1640M

本桥沿济溪布设，中间穿过济岙村，场地狭窄局促，左幅桥配跨为：3×40+3×(4×40)+(2×40+30)m，右幅桥配跨为：(30+3×40)+3×(4×40)+(3×40+30)m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下当地水泥路需要局部改线。

（11）济溪 2 号大桥

本桥起点接济溪 1 号大桥，左幅桥配跨为：(30+3×40)+(2×40+30)+(30+3×40)+4×(4×40)+(3×40+30)+3×40m，右幅桥配跨为：(35+3×40)+(2×40+25)+(30+3×40)+5×(4×40)+(3×40+35)m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用柱式台，桩基础。桥下当地水泥路需要局部改线，桥梁终点与祥和隧道相接。

（12）张家庄 1 号桥

本桥上跨一条机耕路和水渠，左线桥及右线桥配跨均为：3×16m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下机耕路和水渠需要进行改线。

（13）张家庄 2 号桥

本桥上跨一条机耕路和水渠，左线桥及右线桥配跨均为：3×16m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下机耕路和水渠需要进行改线。

（14）大岙溪 1 号大桥

桥梁起点与大雷山隧道相接，上跨大岙溪后傍山前行，终点接大岙溪 2 号大桥。左线桥梁配跨为：2×39+3×50+4×50+4×40+3×40m，右线桥梁配跨为：2×40+3×50+3×50+(35+40+35)+3×40+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用柱式台，桩基础。本桥跨大岙溪部分桥面距地面高约 66 米，左线桥梁因设置爬坡车道而加宽 3.5m。

（15）大岙溪 2 号大桥

本桥起点接大岙溪 1 号大桥，跨过大岙溪后沿山前行，终点设置桥台，桥梁配跨为：3×40+4×40+3×40+2×(4×50)+3×(4×40)+2×(3×40)+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用 U 型桥台，扩大基础。本桥跨大岙溪部分桥面距地面高约 65 米，左幅桥梁因设置爬坡车道而加宽 3.5m。

（16）岙口 1 号大桥

本桥部分路段为半路半桥形式，左幅桥第 1 部分配跨为：3×30+3×30+3×30m，左幅桥第 2 部分配跨为：3×40+4×40+3×40m，右幅桥配跨为：3×30+4×30+4×30+3×40+4×40+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；0 号台及左幅桥 9 号台采用 U 型桥台，扩大基础；21 号台及左幅桥 11 号台采用柱式台，桩基础。左幅桥梁设置爬坡车道加宽 3.5m，右幅桥梁终点受避险车道影响变宽，变宽通过 T 梁翼缘湿接缝宽度或梁数调整。

（17）岙口 2 号大桥

本桥位于岙口村东侧，横跨两个山头。本桥配跨为：4×30+4×30+4×30m，

业 主 证 明

杭绍台高速工程台州段是我公司投资建设，杭绍台高速工程台州段2标段施工总承包由上海隧道工程有限公司承建，于2016年12月签订，合同合同价为282353.54万元。

杭绍台高速工程台州段2标段主线全长18.92公里，公路等级为高速公路，设计时速为100km/h。全线设置桥梁18座，总长6393米。其中：特大桥2座，总长2694米；大桥10座，总长4043米；中小桥6座，总长387米；特长隧道1座，大雷山隧道总长4347m；长隧道1座，前山隧道总长1038m;中短隧道2座，总长734m；互通2处，连接线2处等。

其中塘田王隧道左、右线均长284m,连拱式双向四车道隧道，采用新奥法钻爆施工，左、右洞开挖净距为2.6m；三星隧道左、右线均长450m, 连拱式双向四车道隧道，采用新奥法钻爆施工，左、右洞开挖净距为2.6m。

项目于2020年12月9日通过交工验收，工程质量合格，上海隧道工程有限公司在施工过程中合同履约情况良好，施工安全、质量、进度等均符合业主要求。

上海隧道工程有限公司主要管理人员：

项目负责人：王义伟（任职时间：2017-11-29~2020-12-09）；

技术负责人：袁国柱（任职时间：2018-04-11~2020-12-09）、王多成（任职时间：2017-01-15~2017-11-13）；

项目副经理：彭健成(任职时间：2017-11-29~2020-12-09）、陈云富(任职时间：2017-11-29~2020-12-09）；

安全负责人：吴良猛(任职时间：2017-11-29~2020-12-09）；

技术主管：甘文爽（任职时间：2017-01-20~2019-1-02）、袁胜胜(任职时间：2019-1-03~2020-12-09）；

经营主管：张晓功（任职时间：2017-01-20~2020-12-09）。

我方联系人：顾国兴，电话：13341689872。

特此证明。

台州元合建设发展有限公司

2024年3月7日

岗位工作证明

兹证明，彭健成同志（身份证号：362421198002012915），男，任职于上海隧道工程有限公司，自2001年07月参加工作至今，该同志具有25年工程施工管理工作经验。

在我司承建的杭绍台高速公路工程台州段2标段项目中担任项目副经理一职（项目为高速公路工程，含有新建特大桥梁，特大桥2694m/2座），在该项目任职3年（任职时间：2017-11-29~2020-12-09）。

特此证明。

单位盖章：上海隧道工程有限公司

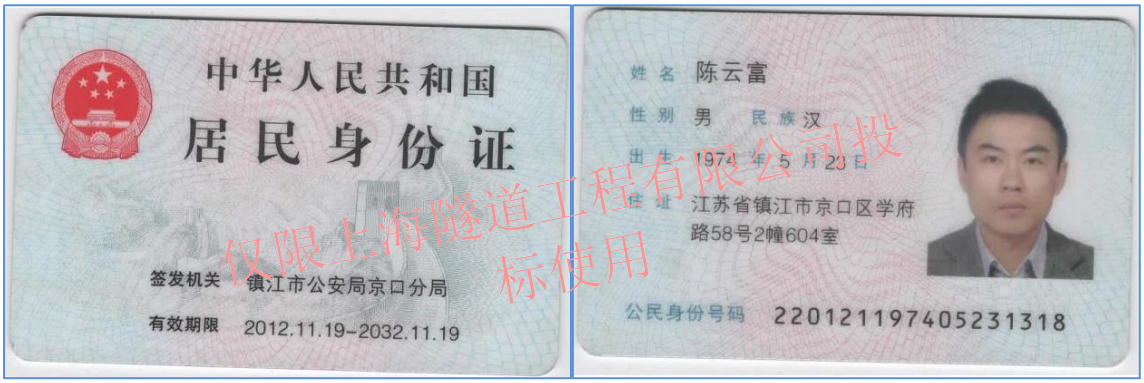
2026年05月27日

项目副经理（深圳段）-陈云富

项目经理（建造师）简历表

姓　名	陈云富	性　别	男	年　龄	52 岁
职　务	项目副经理（深圳段）	职　称	高级工程师	学　历	本科
证件类型	身份证	证件号码	220121197405231318	手机号码	/
参加工作时间	1997 年 07 月		从事项目经理（建造师）年限		/
项目经理（建造师）资格证书编号	/				
在建和已完工程项目情况					
建设单位	项目名称	建设规模	开、竣工日期	在建或已完	工程质量
台州元合建设发展有限公司	杭绍台高速公路工程台州段 2 标段	**含有新建特大桥梁，公路桥梁，特大桥 2694m/2 座**；大岙溪 2 号特大桥：全长 1640m；双港互通主线 2 号特大桥：全长 1051.92m。合同金额：282353.5380 万元	2017.01.15-2020.12.09 任职：项目副经理（2017-11-29~2020-12-09）	已完	合格

身份证


中华人民共和国
居民身份证
签发机关 镇江市公安局京口分局
有效期限 2012.11.19-2032.11.19
姓名 陈云富
性别 男 民族 汉
出生 1974 年 5 月 23 日
住址 江苏省镇江市京口区学府路58号2幢604室
公民身份号码 220121197405231318
仅限上海隧道工程有限公司投标使用

学历证

普通高等学校
毕业证书
学生 陈云富 性别男，一九七四年 五 月二十三日生，于二〇〇七 年
三月至二〇〇九年 一 月在本校网络教育 工程管理 专业 二 年制
专科起点本 科学习，修完教学计划规定的全部课程，成绩合格，准予毕业。
校 名：
校（院）长：
证书编号：106197200905701370
二〇〇九年 一 月 十 日
中华人民共和国教育部学历证书查询网址 http://www.chsi.com.cn

职称证

本证书由中国交通建设股份有限公司统一印制，由评审单位颁发。它表明持证人通过颁发单位专业技术职务任职资格评审委员会评审，具有相应的专业技术资格水平。

The Certificate is made exclusively by China Communications Construction Company Ltd and issued by the Competent Appraising and Approval Committee, proving the holder has been appraised and duly approved thereafter by the said Committee and found to have met the prescribed professional and technical requirements and thus have the competence for jobs relating thereto.

姓　名 Name 陈云富

性　别 Sex 男

出生年月 Date of Birth 1974.05

工作单位 Company Name 中交第二航务工程局有限公司

编　号 Number 209211

系列名称 Category 工程系列

专业名称 Speciality 路桥工程

资格名称 Competent for 高级工程师

评审时间 Date of Appraisal 2009.11.19

中国交通建设集团有限公司 专业技术职务评审委员会

专业技术资格评审委员会（章）

APPRAISING AND APPROVAL COMMITTEE FOR PROFESSIONAL & TECHNICAL COMPETENCE

中国交通建设股份有限公司制发

Designed and Issued by China Communications Construction Company Ltd.

社保证明扫描件[社保证明是指投标人为其连续缴纳的近 3 个月（截标当月前 6 个月的任意连续 3 个月）社保缴费单]

参保人员城镇职工基本养老保险缴费情况

姓名	陈云富		社会保障号码		220121197405231318			证件号码		220121197405231318	
序号	年 月	缴费情况	补缴退账年月	序号	年 月	缴费情况	补缴退账年月	序号	年 月	缴费情况	补缴退账年月
1	202105	已缴费		21	202301	已缴费		41	202409	已缴费	
2	202106	已缴费		22	202302	已缴费		42	202410	已缴费	
3	202107	已缴费		23	202303	已缴费		43	202411	已缴费	
4	202108	已缴费		24	202304	已缴费		44	202412	已缴费	
5	202109	已缴费		25	202305	已缴费		45	202501	已缴费	
6	202110	已缴费		26	202306	已缴费		46	202502	已缴费	
7	202111	已缴费		27	202307	已缴费		47	202503	已缴费	
8	202112	已缴费		28	202308	已缴费		48	202504	已缴费	
9	202201	已缴费		29	202309	已缴费		49	202505	已缴费	
10	202202	已缴费		30	202310	已缴费		50	202506	已缴费	
11	202203	已缴费		31	202311	已缴费		51	202507	已缴费	
12	202204	已缴费		32	202312	已缴费		52	202508	已缴费	
13	202205	已缴费		33	202401	已缴费		53	202509	已缴费	
14	202206	已缴费		34	202402	已缴费		54	202510	已缴费	
15	202207	已缴费		35	202403	已缴费		55	202511	已缴费	
16	202208	已缴费		36	202404	已缴费		56	202512	已缴费	
17	202209	已缴费		37	202405	已缴费		57	202601	已缴费	
18	202210	已缴费		38	202406	已缴费		58	202602	已缴费	
19	202211	已缴费		39	202407	已缴费		59	202603	已缴费	
20	202212	已缴费		40	202408	已缴费		60	202604	已缴费	

近60个月缴费单位信息

缴费单位名称	缴费起止时间	缴费单位名称	缴费起止时间
上海隧道工程有限公司	2021年05月-2026年04月		
截至2026年04月，累计缴费月数		76	

备注：1、本缴费情况的信息以申请打印时点的参保缴费情况为依据，供参考；亦可通过“一网通办”平台、“随申办”APP或线下自助服务终端查询获取。

2、“已登记”表示参保人员属于社会保险参保登记状态；“累计缴费月数”显示的月数为实际记账月数。

◆ 上海市社会保险事业管理中心业务专用章已经上海市数字证书认证中心认证，是对外经办业务指定电子印章，与社保经办机构印章具有同等效力，不再另行盖章。

经办机构：上海市社会保险事业管理中心

打印日期：2026-5-25

上海市社会保险事业管理中心 业务专用章

电子印章验证码：MEYCIQDZWq1/95fiTAaa6af+LUgEjpU5+wk5TwWzH+5ezundiQIhANLQ6TXArHk8UItnZhGqXmdN//u730N37KXXDd+WA/gY

让照片通过“一网通办”APP业务办理或证明调取时间：2026年5月25日

项目副经理（深圳段）业绩：**杭绍台高速公路工程台州段 2 标段**

中标通知书

投 资 人 成 交 通 知 书

发件公司名称：	华杰工程咨询有限公司		
联系人：	朱友梁　程 磊		
电　话：	13811006794	传真：	010-64997367
主　题：	杭绍台高速公路（台州段）PPP 项目投资人重新招标竞争性磋商（政府采购社会资本）成交通知书		

致：上海基础设施建设发展有限公司、上海隧道工程有限公司（联合体）

根据 2015 年 12 月 18 日杭绍台高速公路（台州段）PPP 项目投资人重新招标竞争性磋商评标委员会推荐意见，并经《中国采购与招标网》、《中国政府采购网》、《浙江政府采购网》和《浙江交通网》网上公示，以及竞争性磋商文件规定，招标人确定贵单位为杭绍台高速公路（台州段）PPP 项目投资人招标（政府采购社会资本）的成交人。

政府资本金投入：人民币玖亿元整（小写：￥900,000,000.00 元）。

项目公司总经理：张宁。

请你方在接到本通知书后的 30 日内到台州市杭绍台高速公路有限公司（地址：浙江省台州市椒江区白云山南路 323 号）与我方签订《投资协议》，在此之前按竞争性磋商文件第二章“投标人须知”第 7.3 款规定向我方提交投资人履约担保。

特此通知。

招标人：台州市杭绍台高速公路有限公司

招标代理：华杰工程咨询有限公司

2015 年 12 月 30 日

施工合同关键页扫描件

杭绍台高速公路工程台州段

2 标段

施工合同文件

（上册）

发包人：　台州元合建设发展有限公司

承包人：　上海隧道工程有限公司

二〇一六年十二月

合同协议书

台州元合建设发展有限公司(发包人名称，以下简称“发包人”)为实施杭绍台高速公路工程台州段(项目名称)，根据本项目PPP合同，经与上海隧道工程有限公司(承包人名称，以下简称“承包人”)友好协商，对该项目2标段的施工，发包人和承包人共同达成如下协议。

1. 2标段桩号为K141＋600（ZK141＋650）至K160＋499.247，长约18.922km，公路等级为高速公路，设计时速为100Km/h，主要工作内容为：路基、路面、桥涵、隧道、交通安全设施、绿化与环保、房屋建筑、机电工程的施工及缺陷责任期缺陷修复等。其中挖方约316.2万m^3，填方约284.7万m^3，特大桥2694m/2座，大桥4043m/10座，中小桥387m/6座，特长隧道4317.5.5m/1座，长隧道1035.5m/1座，中短隧道734m/2座，互通2处、连接线2处等。

2. 下列文件应视为构成合同文件的组成部分：

(1)合同协议书及各种合同附件(含廉政合同、安全生产合同、工程质量责任合同、拟委任的主要管理人员表、拟投入的主要机械设备表及合同谈判过程中的澄清文件和补充资料)；

(2)项目专用合同条款；

(3)公路工程专用合同条款；

(4)通用合同条款；

(5)项目专用技术规范；

(6)通用技术规范；

(7)图纸；

(8)已标价工程量清单；

(9)承包人有关人员、设备投入、财务能力的承诺及施工组织设计；

(10)其他合同文件。

3. 上述文件互相补充和解释，如有不明确或不一致之处，以合同约定次序在先者为准。

4. 本合同采用单价合同，暂估合同金额为：人民币(大写)贰拾捌亿贰仟叁佰伍拾叁万伍仟叁

佰捌拾元（￥2823535380元）。

已标价工程量清单见施工合同文件（下册）。

5. 2标段承包人项目经理：张爱萍，承包人项目总工：王多成。

6. 工程质量符合标段工程交工验收的质量评定：90分及以上、标段工程竣工验收的质量评定：90分及以上标准。

7. 承包人承诺按合同约定承担工程的实施、完成及缺陷责任期缺陷修复。

8. 发包人承诺按合同约定的条件、时间和方式向承包人支付合同价款。

9. 承包人应按照监理人指示开工，工期为48个月。

10. 本协议书由双方法定代表人或其委托代理人签署并加盖单位章后生效。全部工程完工后经交工验收合格、缺陷责任期满签发缺陷责任终止证书后失效。

11. 本协议书正本贰份、副本拾份，合同双方各执正本壹份，发包人执副本捌份，承包人执副本贰份，当正本与副本的内容不一致时，以正本为准。

12. 合同未尽事宜，双方另行签订补充协议。补充协议是合同的组成部分。

发包人：台州元合建设发展有限公司

法定代表人

或其委托代理人：

年 月 日

承包人：上海隧道工程有限公司

法定代表人

或其委托代理人：

年 月 日

交（竣）工验收证明扫描件

公路工程交工验收证书

交工验收时间： 2020 年 12 月 9 日　　合同段交工验收证书第 02 号

工程名称：杭绍台高速公路工程台州段	合同段名称及编号：2 标段
项目法人：台州元合建设发展有限公司	设计单位：浙江省交通规划设计研究院有限公司
施工单位：上海隧道工程有限公司	监理单位：浙江通衢工程管理有限公司

本合同段主要工程量：路基挖方 316.2 万 m^3，填方 284.7 万 m^3；路面 68.1 万 m^2，桥梁 8224.2 米/21 座（含互通主线桥），其中特大桥 2692 米/2 座、大桥 5079.2 米/12 座、中桥 453 米/7 座；隧道 6101 米/4 座，其中特长隧道 4347 米/1 座、长隧道 1038 米/1 座、中短隧道 716 米/2 座；互通 2 处，连接线 2 处。

本合同段价款	原合同	2823535380 元	实际	
本合同段工期	原合同	48 个月	实际	47 个月

对工程质量、合同执行情况的评价、遗留问题、缺陷的处理意见及有关决定（内容较多时，可用附件）

一、工程质量

1、路基工程总体稳定，边线顺直，边坡基本稳定，排水基本通畅，小桥和涵洞内外轮廓线清晰顺滑；

2、路面表面平整、密实，路面边线顺直，路拱设置适宜；

3、隧道工程总体外观质量较好，隧道洞内衬砌表面干燥，没有明显渗漏水现象，隧道硐室及预埋件状况良好；

4、桥梁内、外轮廓线顺滑、美观，各构件混凝土平整、密实，支座安装准确；

5、交安设施齐全，标志板面平整，安装角度准确；标线顺滑；波形梁护栏安装牢固，线形直顺；

6、质量保证资料审查情况

经查阅所提供的质保资料基本齐全，满足设计和规范要求。

三、合同执行情况

施工管理规范，承包人管理制度健全，质量保证体系完整有效，施工中能按照有关法律、法规、规范、规章制度及合同文件的要求履行自己的义务，合同执行情况良好；监理工作规范科学、合理有效，对工程质量、进度、投资、安全、环保等方面达到了监督、控制的目的，很好的履行合同文件规定的职责。

主要工作内容基本完成，合同执行情况良好，工程质量合格，满足交工验收条件。

三、遗留问题、缺陷的处理意见

遗留问题无，缺陷期内出现质量问题要求无条件修复。

（施工单位的意见）

同意交工

施工单位法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（合同段监理单位对有关问题的意见）

同意交工

合同段监理单位法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（设计单位的意见）

根据交工验收资料及本站实际情况同意交工。

同意交工。

设计单位法人代表或授权人（签字）吴伟兴　　单位盖章

2020 年 12 月 9 日

（项目法人的意见）

同意交工

项目法人代表或授权人（签字）胡宇成　　单位盖章

2020 年 12 月 9 日

（注：表中内容较多时，可用附件。）

业绩证明

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州元合建设发展有限公司

工程类别	工程内容		规模	单位	备注
路基	里程长度		21.303	KM	本项目采用PPP模式建设。2标段主线起止桩号为K141+600（ZK141+650）至K162+903，全长21.303公里，主线采用双向四车道高速公路标准，设计速度为100公里/小时。连接线2处，全长8.4公里，采用二级公路标准。主要工程量：挖方316.2万m3（其中静态爆破30673.96m3），填土石方299.2万m3，台背、涵背回填19.3万m3，避险车道1处。最大填方高度23m，最大挖方高度62m。抗滑桩998m，最大埋深10m，最大尺寸1.2×1.5m。
	软基处理面积		38.716	千平方米	强夯
互通工程	枢纽式		1	处	括苍枢纽互通，杭绍台高速公路与台金高速公路互通式立体交叉，主要包括：路基、路面、桥梁涵洞、交通安全设施、绿化与环保、房屋建筑、机电工程等内容。
	一般式		1	处	双港互通，杭绍台高速公路与X911（赤白线）互通式立体交叉，主要包括：路基、路面、桥梁涵洞、交通安全设施、绿化与环保、房屋建筑、机电工程等内容。
路面	沥青混凝土	SMA	592.109	千平方米	上面层：4cm厚SMA-13沥青玛蹄脂混合料
		普通	997.217	千平方米	1、上面层：4cm厚AC-13细粒式沥青混合料，面积89401m2。 2、中面层：6cm厚Sup-20中粒式沥青混合料，面积684095m2。 3、下面层：8cm厚Sup-25粗粒式沥青混合料，面积223721m2
		其他	2693.163	千平方米	34cm厚级配碎石底基层238262m2，32cm厚级配碎石底基层122861m2，20cm厚级配碎石底基层11423m2，20cm厚水泥稳定碎石基层369429m2，18cm厚水泥稳定碎石基层6180m2，橡胶复合改性沥青封层693892m2，黏（粘）层904397m2，桥梁隧道路面抛丸处理346719m2。
	水泥混凝土		10.6	千平方米	26cm厚C40混凝土路面。
	钢桥桥面铺装形式	其他	11.5	千平方米	1、上面层：4cm厚SMA-13沥青玛蹄脂混合料，面积5753.8m2。 2、中面层：6cm厚Sup-20中粒式沥青混合料，面积5753.8m2
交通安全设施	本合同段里程长度		21.303	KM	1、交通安全设施工程：全长21.303公里，主要包括护栏、隔离栅、桥上防护网、轮廓标、标线、防眩板、突起路标、标志标牌、限高门架、太阳能智能路边缘视线诱导标、速度反馈系统、雾区引导系统、信号控制系统等内容。 2、房屋建筑工程：双港互通收费站、括苍互通收费站、隧道管理站等站房设施，总建筑面积2363平方米。 3、绿化与环保工程：全长21.303公里，主要包括乔木、灌木、草坪、声屏障、景石等内容。
机电工程	通信、监控、收费综合系统工程		21.303	KM	1、全长21.303公里，主要包括：监控系统、通信系统、收费系统、隧道机电系统、供配电照明系统、防雷与接地系统、管道及机电土建等内容。 2、其中隧道机电系统主要包括：通风子系统、照明子系统、火灾检测与报警子系统、紧急呼救与有线广播子系统、交通监控与诱导子系统、通风与照明检测控制子系统、闭路电视监视子系统、中央管理与控制子系统、消防子系统等内容。
		预应力砼T梁 桥梁长度	740	M	大岙溪1号大桥，全长740m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	50	M	
		预应力砼T梁 最高墩高≥30	56.705	M	薄壁空心墩
		预应力砼T梁 桥梁长度	1640	M	大岙溪2号特大桥，全长1640m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	50	M	
		预应力砼T梁 最高墩高≥30	61.545	M	薄壁空心墩
		预应力砼T梁 桥梁长度	730	M	岙口1号大桥，全长730m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	40	M	
		预应力砼T梁 最高墩高≥30	35.651	M	

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州五合建设发展有限公司

工程类别	工程内容			规模	单位	备注
桥梁工程	梁式桥	预应力砼T梁	桥梁长度	360	M	岙口2号大桥，全长360m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	23.1	M	
		预应力砼T梁	桥梁长度	843.5	M	大园大桥，全长843.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	16.99	M	
		预应力砼T梁	桥梁长度	303.5	M	双港互通主线1号大桥，全长303.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	6.98	M	
		预应力砼T梁	桥梁长度	106	M	三居王大桥，全长106m，预制预应力混凝土T梁
			主跨跨径	25	M	
			最高墩高≥30	12.87	M	
		预应力砼T梁	桥梁长度	550	M	大岭大桥，全长550m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	19.98	M	
		预应力砼T梁	桥梁长度	191.42	M	括苍枢纽互通主线1号桥，全长191.42m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	4.8	M	
		预应力砼T梁	桥梁长度	137.96	M	括苍枢纽互通主线2号桥，全长137.96m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	6.9	M	
		预应力砼T梁	桥梁长度	745	M	括苍枢纽互通主线5号桥，全长745m，预制预应力混凝土T梁（最大跨径40m）和现浇预应力混凝土等截面箱梁（最大跨径35m）
			主跨跨径	40	M	
			最高墩高≥30	15.81	M	
		预应力砼T梁	桥梁长度	260	M	括苍枢纽互通主线6号桥，全长260m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	10.66	M	
		预应力砼T梁	桥梁长度	218.5	M	双港互通E匝道桥，全长218.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	12.11	M	
		预应力砼T梁	桥梁长度	378	M	括苍枢纽互通B匝道桥，全长378m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	5.99	M	
		预应力砼等截面箱梁	桥梁长度	1051.92	M	双港互通主线2号特大桥，全长1051.92m，现浇预应力混凝土等截面箱梁
			主跨跨径	35	M	
			最高墩高≥30	25.64	M	
		预应力砼等截面箱梁	桥梁长度	288	M	括苍枢纽互通D匝道1号桥，全长288m，现浇预应力混凝土等截面箱梁（最大跨径40m）和预应力钢混组合箱梁（预应力钢混叠合梁）（最大跨径59m）
			主跨跨径	40	M	
			最高墩高≥30	13.11	M	

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州元合建设发展有限公司

工程类别	工程内容			规模	单位	备注
		预应力砼等截面箱梁	桥梁长度	106	M	括苍枢纽互通E匝道桥，全长106m，现浇预应力混凝土等截面箱梁
			主跨跨径	25	M	
			最高墩高≥30	7.74	M	
		钢-砼组合结构梁桥	桥梁长度	145	M	括苍枢纽互通主线3号桥，全长145m，预应力钢混组合箱梁（预应力钢混叠合梁）
			主跨跨径	56	M	
			最高墩高≥30	11.7	M	
		钢-砼组合结构梁桥	桥梁长度	327.5	M	括苍枢纽互通A匝道桥，全长327.5m，预应力钢混组合箱梁（预应力钢混叠合梁）
			主跨跨径	59	M	
			最高墩高≥30	12.59	M	
		预应力空心板	桥梁长度	312.5	M	括苍枢纽互通台金高速叶家岙大桥，全长312.5m，预制预应力混凝土空心板（最大跨径20m）和预制预应力混凝土小箱梁（最大跨径30m）
			主跨跨径	20	M	
隧道工程	分离式隧道	隧道长度		4347	M	大雷山隧道：左洞长4288m，右洞长4347m
		车道数		2	个	左、右线分离式双向四车道
		施工工艺	新奥法		无	新奥法
	分离式隧道	隧道长度		1038	M	前山隧道：左洞长1038m，右洞长1033m
		车道数		3	个	左、右线分离式双向六车道
		施工工艺	新奥法		无	新奥法
	连拱隧道	隧道长度		284	M	塘田王隧道：左、右洞均长284m
		车道数		2	个	连拱式（连体式）双向四车道
		施工工艺	新奥法		无	新奥法
	连拱隧道	隧道长度		450	M	三星隧道：左、右洞均长450m
		车道数		2	个	连拱式（连体式）双向四车道
		施工工艺	新奥法		无	新奥法

杭绍台高速公路工程台州段

第 HST-TJ02 标段

两阶段施工图设计

第三册　第一分册

第一册	第一篇	总体设计	第二册	第三篇	路基、路面（共二分册）
	第二篇	路　线	第三册	第四篇	桥梁、涵洞（共四分册）
	第九篇	其他工程	第四册	第五篇	隧道（共二分册）
	第十篇	筑路材料	第五册	第六篇	路线交叉（共四分册）
	第十一篇	施工方案	第六册	双港互通连接线	

项目总负责人：

主　　任：

项目负责人：

总工程师：

院　　长：

目　　录

杭绍台高速公路工程台州段

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桥梁工程一览表	S4-0-2	1	**18**				
大岙溪1号大桥设计图	S4-14	104	**19～122**				
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大岙溪 2 号特大桥：多孔跨径总长度 1640M

本桥沿济溪布设，中间穿过济岙村，场地狭窄局促，左幅桥配跨为：3×40+3×(4×40)+(2×40+30)m，右幅桥配跨为：(30+3×40)+3×(4×40)+(3×40+30)m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下当地水泥路需要局部改线。

（11）济溪 2 号大桥

本桥起点接济溪 1 号大桥，左幅桥配跨为：(30+3×40)+(2×40+30)+(30+3×40)+4×(4×40)+(3×40+30)+3×40m，右幅桥配跨为：(35+3×40)+(2×40+25)+(30+3×40)+5×(4×40)+(3×40+35)m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用柱式台，桩基础。桥下当地水泥路需要局部改线，桥梁终点与祥和隧道相接。

（12）张家庄 1 号桥

本桥上跨一条机耕路和水渠，左线桥及右线桥配跨均为：3×16m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下机耕路和水渠需要进行改线。

（13）张家庄 2 号桥

本桥上跨一条机耕路和水渠，左线桥及右线桥配跨均为：3×16m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下机耕路和水渠需要进行改线。

（14）大岙溪 1 号大桥

桥梁起点与大雷山隧道相接，上跨大岙溪后傍山前行，终点接大岙溪 2 号大桥。左线桥梁配跨为：2×39+3×50+4×50+4×40+3×40m，右线桥梁配跨为：2×40+3×50+3×50+(35+40+35)+3×40+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用柱式台，桩基础。本桥跨大岙溪部分桥面距地面高约 66 米，左线桥梁因设置爬坡车道而加宽 3.5m。

（15）大岙溪 2 号大桥

本桥起点接大岙溪 1 号大桥，跨过大岙溪后沿山前行，终点设置桥台，桥梁配跨为：3×40+4×40+3×40+2×(4×50)+3×(4×40)+2×(3×40)+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用 U 型桥台，扩大基础。本桥跨大岙溪部分桥面距地面高约 65 米，左幅桥梁因设置爬坡车道而加宽 3.5m。

（16）岙口 1 号大桥

本桥部分路段为半路半桥形式，左幅桥第 1 部分配跨为：3×30+3×30+3×30m，左幅桥第 2 部分配跨为：3×40+4×40+3×40m，右幅桥配跨为：3×30+4×30+4×30+3×40+4×40+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；0 号台及左幅桥 9 号台采用 U 型桥台，扩大基础；21 号台及左幅桥 11 号台采用柱式台，桩基础。左幅桥梁设置爬坡车道加宽 3.5m，右幅桥梁终点受避险车道影响变宽，变宽通过 T 梁翼缘湿接缝宽度或梁数调整。

（17）岙口 2 号大桥

本桥位于岙口村东侧，横跨两个山头。本桥配跨为：4×30+4×30+4×30m，

业 主 证 明

杭绍台高速工程台州段是我公司投资建设，杭绍台高速工程台州段2标段施工总承包由上海隧道工程有限公司承建，于2016年12月签订，合同合同价为282353.54万元。

杭绍台高速工程台州段2标段主线全长18.92公里，公路等级为高速公路，设计时速为100km/h。全线设置桥梁18座，总长6393米。其中：特大桥2座，总长2694米；大桥10座，总长4043米；中小桥6座，总长387米；特长隧道1座，大雷山隧道总长4347m；长隧道1座，前山隧道总长1038m;中短隧道2座，总长734m；互通2处，连接线2处等。

其中塘田王隧道左、右线均长284m,连拱式双向四车道隧道，采用新奥法钻爆施工，左、右洞开挖净距为2.6m；三星隧道左、右线均长450m, 连拱式双向四车道隧道，采用新奥法钻爆施工，左、右洞开挖净距为2.6m。

项目于2020年12月9日通过交工验收，工程质量合格，上海隧道工程有限公司在施工过程中合同履约情况良好，施工安全、质量、进度等均符合业主要求。

上海隧道工程有限公司主要管理人员：

项目负责人：王义伟（任职时间：2017-11-29~2020-12-09）；

技术负责人：袁国柱（任职时间：2018-04-11~2020-12-09）、王多成（任职时间：2017-01-15~2017-11-13）；

项目副经理：彭健成(任职时间：2017-11-29~2020-12-09）、陈云富(任职时间：2017-11-29~2020-12-09）；

安全负责人：吴良猛(任职时间：2017-11-29~2020-12-09）；

技术主管：甘文爽（任职时间：2017-01-20~2019-1-02）、袁胜胜(任职时间：2019-1-03~2020-12-09）；

经营主管：张晓功（任职时间：2017-01-20~2020-12-09）。

我方联系人：顾国兴，电话：13341689872。

特此证明。

台州元合建设发展有限公司

2024年3月7日

岗位工作证明

兹证明，陈云富同志（身份证号：220121197405231318），男，任职于上海隧道工程有限公司，自1997年07月参加工作至今，该同志具有29年工程施工管理工作经验。

在我司承建的杭绍台高速公路工程台州段2标段项目中担任项目副经理一职（项目为高速公路工程，含有新建特大桥梁，特大桥2694m/2座），在该项目任职3年（任职时间：2017-11-29~2020-12-09）。

特此证明。

单位盖章：上海隧道工程有限公司

2026年05月27日

项目副经理（香港段）-蒋启明

蒋启明

现任职位：
副总经理（香港分公司）
项目总监
学历：
土木工程学士 — 曼彻斯特大学（1996）
金融学硕士（投资管理）— 香港理工大学（香港，2008）

专业资格：
香港工程师学会会员 — 03 / 2004

NEC4 认可项目经理 — 03 / 2020

专业特长
蒋先生为认可 NEC 项目经理，拥有超过 20 年取得专业资格后的道路及排水工程经验，其中超过 17 年担任主承建商项目经理/施工经理或以上职位，并全面负责道路及排水工程。
此外，蒋先生拥有超过 6 年的 NEC 合约管理及监督经验。

工作经历
04/2024 – 至今
上海隧道（香港）有限公司

04/2024 – 至今（1 年 10 个月与港铁公司合作进行关键现场活动、参与关键现场工程、参加现场会议、示范及提交文件的经验）
项目总监
合约 T0969.C-22C – 港铁隧道及高架桥混凝土结构加固工程定期合约（香港）（合约金额港币 5,750 万元）

本项目为香港港铁多个隧道及高架桥的混凝土结构加固工程，合约金额为港币 5,750 万元。工程包括针对开裂、剥落及受损混凝土的全面修复，尤其针对出现明显渗水的位置。对受影响严重的部位，将按个案提出专门的灌浆方法。加固工程亦将在屯门码头轻铁站月台及相邻行人区域实施，

拟任施工副经理

以确保结构完整性及公众使用安全。

负责混凝土结构加固工程的整体管理。作出战略性风险管理决策，监控项目财务，并确保各阶段工作按计划启动及完成。协调各持份者，促进有效沟通与合作，同时审查并批准处理结构问题的方法。为高级管理层准备项目更新，汇报进展及挑战。

07/2014 – 04/2024
上海隧道工程股份有限公司

08/2020 – 03/2024（3 年 8 个月担任主承建商项目经理或以上职位并全面负责道路及排水工程的经验，获批项目合约金额不少于港币 8 亿元）
（3 年 8 个月 NEC 合约管理及监督经验）
项目总监（STEC）
合约编号 ED/2018/05 – 启德发展计划－前北面停机坪地区第 5B 阶段基础设施工程（香港）（合约金额港币 9.28 亿元）

本项目包括采用 RTBM 在 PERE 下方兴建行人隧道 SB01、景观行人天桥 LW-02、支路 S14，以及启德地区相关基础设施。SB01 是第二条采用顶进式 RTBM 技术施工且跨度宽度超过 10 米的行人隧道。
负责项目整体管理。提供战略性风险管理决策，
监控财务，并确保各阶段工作按时启动或完成。

02/2018 – 07/2020（2 年 5 个月担任主承建商项目经理或以上职位并全面负责道路及排水工程的经验）
（2 年 5 个月 NEC 合约管理及监督经验）
项目总监（STEC）
合约编号 NE/2017/01 – 将军澳－蓝田隧道将军澳交汇处（香港）（合约金额 7.28 亿元）

本项目包括兴建连接将军澳－蓝田隧道、

连接桥及P6路引道坡道的离岸公路桥交汇处。工程涉及海上钻孔桩、承台及桥墩。桥面采用节段后张法施工，并使用节段吊装架及吊装桁架。桥面节段在中国内地预制，并通过海上运输送抵香港。

负责项目整体管理。提供战略性风险管理决策，监控财务，并确保各阶段工作按时启动或完成。

12/2016 – 01/2018（1 年 1 个月担任主承建商项目经理或以上职位并全面负责场地平整、道路及排水工程的经验，获批项目合约金额不少于港币 8 亿元）
项目总监（STEC）
合约编号 NE2016/01 – 安达臣道石矿场发展项目的土地平整及基础设施工程（香港）（合约金额 30.15 亿元）

本项目包括大型场地平整工程，涉及约 40 公顷土地，在安达臣道石矿场形成土地平台及相关岩土工程；道路及排水工程包括兴建约 3 公里长的行车道路、行人路及单车径；南端采用钻裂法施工约 130 米长的硬岩隧道；2 米直径钻孔桩工程、预钻嵌岩 H 桩工程、ARQ 场地北端公共交通总站、供水水库、排水及污水系统，以及园景工程。

负责项目整体管理。提供战略性风险管理决策，监控财务，并确保各阶段工作按时启动或完成。

07/2014 – 11/2016（1 年 5 个月担任主承建商项目经理并全面负责道路及排水工程的经验，获批项目合约金额不少于港币 8 亿元）
项目经理
合约编号 AC168 新濠天地零售扩建主合约（澳门）（合约金额 9.65 亿元）

本项目包括拆除现有水景至地库范围；在地库范围内施工 115 根预钻嵌岩 H 桩以支撑新结构；拆除现有建筑外立面并重建新外立面及屋面系统；新增装修工程；以及管理并协调指定分包商完成所有新增机电工程。

负责项目整体管理。

11/1996 – 07/2013
金门建筑有限公司

07/2013 – 06/2014（1 年担任主承建商项目经理并全面负责道路及排水工程的经验，获批项目合约金额不少于港币 8 亿元）（1 年与港铁公司协调关键现场活动、参与关键现场工程、参加现场会议、示范及提交文件的经验）

项目经理
合约 HY/2012/07 – 兴建连接香港口岸与北大屿山公路的双向双线高架行车道及相关支路，并改造及重新调整北大屿山公路及翔东路部分路段和相关工程（香港）（合约金额 86 亿元）

本项目涉及兴建一条约 9 公里长的陆上/海上高架桥，连接北大屿山至边境管制设施。

作为分区项目经理之一，并按合约要求担任指定高架桥经理，本人负责兴建陆上高架桥及相关岩土工程、北大屿山快速公路及翔东路相关临时交通安排、新建道路及排水工程。

03/2010 – 06/2013（3 年 3 个月担任主承建商项目经理并全面负责道路及排水工程的经验，获批项目合约金额不少于港币 8 亿元）
项目经理
合约 HY/2009/08 – 吐露港公路介乎雅景花园交汇处与泰亨之间的扩阔工程（香港）（合约金额 24 亿元）

本项目涉及采用平衡悬臂法或传统方法兴建 9 座新桥、约 40 道挡土墙及相关岩土工程、扩阔现有道路，并改造沿现有公路的道路及排水工程。

作为分区项目经理之一，本人负责该区域工程，包括桥梁施工、土方工程、岩土工程、道路及排水工程。本人工作范围亦包括整体项目规划、分包商管理及现场预算控制。

11/2009 – 03/2010（5 个月担任主承建商项目经理并全面负责道路及排水工程的经验）
项目经理
维多利亚公园游泳池综合大楼重建工程（香港）（合约金额 6.5 亿元）

项目描述：本项目涉及在维多利亚公园兴建新的游泳池综合大楼。新综合大楼落成后，现有游泳池综合大楼将被拆除，并重建为其他康乐设施。

本人负责担任桩基工程及开挖工程提交文件的助理项目经理及临时工程协调员（TWC）。此外，本人亦被指派负责一个施工团队，监督分包商在 3 个月内完成直径 2100 毫米的渠务署箱涵改道工程。

05/2008 – 11/2009（1 年 7 个月担任主承建商项目经理并全面负责道路及排水工程的经验）
项目经理
大坑道 13-15 号住宅发展项目（香港）（合约金额 6.5 亿元）

项目描述：本项目包括两座 44 层住宅大楼，位于 4 层平台停车场、2 层会所及 2 层地库之上。

本人负责担任现场所有临时工程施工的助理项目经理及临时工程协调员（TWC）。本人工作范围亦包括场地平整及外部工程的所有技术事项。

10/2007 – 04/2008
助理项目经理
合约 1/WSD/06(E) 水务署 E 区定期合约—新界东（合约期 1.9.06 – 31.8.09）（香港）（合约金额 4 亿元）

项目描述：本项目为供水系统维修项目。工作范围主要为维持新界东地区供水网络正常运作，包括爆喉紧急维修、地区管道更换、配水库维修，以及其他与公众供水相关的杂项维修工程。

本人负责分包商管理及日常监督计划工作。

10/2005 – 09/2007
高级项目工程师
合约 HY/2003/04 – 青山公路介乎嘉龙村与小榄之间改善工程设计及建造（香港）（合约金额 6 亿元）

项目描述：本项目为道路及桥梁工程的设计及建造项目。工程包括采用现浇平衡悬臂法兴建海上高架桥，以及沿嘉龙村至小榄之间海岸线进行相关道路重建及扩阔工程。

本人负责担任高架桥施工的高级项目经理及临时工程协调员（TWC），并参与施工管理。本人工作范围包括负责进度计划、现场物流安排、施工方法说明提交、技术提交及材料提交。此外，本人亦被指派负责一个施工团队，管理及监督分包商开展工程。

10/2003 – 09/2005
项目工程师
合约 HY/2002/21 港深西部通道（香港）（合约金额 21 亿元）

项目描述：本项目为道路及桥梁发展项目，包括兴建长约 3.1 公里的双线分离式引道高架桥，以及跨越海上航道的斜拉桥。中国内地设立预制节段场，用于所有预制节段的施工。

本人负责建立预制节段制作场、规划每日现场生产，并安排节段运送至香港。本人工作亦包括协调节段预制商与架设分包商之间的交接，包括临时支撑系统及永久节段匹配施工。

02/2002 – 10/2003
地盘工程师
合约 CV/2001/05 北青衣填海工程（香港）（合约金额 1 亿元）

项目描述：本项目为环境改善工程，涉及填海工程及现有土壤的污染治理，治理方法包括生物处理及物理处理。

本人负责海事工程及开挖工程的临时工程设计，以及土壤生物处理的方案设计。

10/2001 – 02/2002
地盘工程师
礼顿山场地平整工程（香港）（合约金额 1,000 万元）

项目描述：本项目为斜坡改善工程，包括安装 400 根土钉、园景工程、沿场地边界兴建两条维修通道，以及改造通往主楼的现有通道桥。

本人负责监督分包商进行所有施工工作，并与客户代表及工程师代表联络。

03/2000 – 09/2001（1 年 7 个月与港铁公司协调关键现场活动、参与关键现场工程、参加现场会议、示范及提交文件的经验）

地盘工程师
香港站发展项目北地盘地库建造工程（香港）（合约金额 10 亿元）

项目描述：本项目为地库建造工程，毗邻维多利亚港，需进行深度开挖至–22mPD。地库采用逆作法施工。工程包括约 600,000 立方米开挖及弃置、约 150,000 立方米钢筋混凝土结构、钻孔桩修复工程，以及深基坑 ELS 安装。

本人负责监督分包商进行钻孔桩修复及 ELS 安装的临时工程施工。

03/1999 – 03/2000
见习工程师
派驻奥雅纳工程顾问公司接受设计培训

本人负责监督分包商进行钻孔桩修复及 ELS 安装的临时工程施工。

11/1997 – 02/1999
助理工程师
合约编号 TW 90/95 青衣南桥复线－西面引道（香港）（合约金额 8 亿元）

项目描述：本项目包括兴建现浇节段桥、场地平整、引道交汇处道路及排水工程。

本人负责西侧引道交汇处道路及排水工程，以及与主桥相接的接口结构施工。本人工作亦包括监督分包商进行引道地下通道场地平整、实施交通改道、处理公用设施改道，并与工程师代表联络。

02/1997 – 11/1997（8 个月与港铁公司合作进行关键现场活动、参与关键现场工程、参加现场会议、示范及提交文件的经验）
助理工程师
港铁大屿山机场铁路－C520 轨道工程合约（香港）（合约金额 14 亿元）

项目描述：本合约为联营项目，包括兴建连接港铁香港站与九龙站、全长约 1250 米的双线轨道系统。

本人负责监控并安排向工作面供应充足材料，并与其他港铁轨道工程接口分包商联络。

11/1996 – 02/1997
助理工程师
西区海底隧道（WHC）－香港侧引道交汇处道路工程、通往海底隧道的明挖回填隧道及相关公用设施和排水工程（香港）（合约金额 15 亿元）

项目描述：本项目包括香港侧引道交汇处道路工程、通往海底隧道的明挖回填隧道，以及相关公用设施和排水工程。

本人负责协助分区工程师进行道路及排水
工程施工，包括 132kV 高压电缆保护。

学历证

The University of Manchester

By virtue of the power to award degrees granted to it by the Charter and Statutes and by the authority of the Senate the University has this day awarded the Degree of

BACHELOR OF ENGINEERING

in the Faculty of Science and Engineering

to **Kai Ming Chiang**

who has satisfied the Examiners in the Final Examination for the Degree with Honours in the Honours School of Civil Engineering being placed in the First Class.

June 28th, 1995

Registrar and Secretary

香港工程师学会（土木工程界别）

The Hong Kong Institution of Engineers

香 港 工 程 師 學 會

Established by Ordinance in December 1975

This is to certify that

Ir CHIANG Kai Ming

was admitted as

Member

of the Institution on

4 March 2004

Witness our hands and seal

President

Secretary

"Ir" pronounced as "engineer" is the abbreviation for the prefix of Corporate Members of the HKIE

Membership No. MW0318604

Date of Issue: 31 March 2004

2004000109

Certificate of Accreditation

This is to certify that **Kai Ming Chiang** has successfully completed the

NEC3: ECC Project Manager Accreditation

on **19 March 2020.**

The above candidate has demonstrated the knowledge and understanding necessary to act in the role of a Project Manager for the NEC3: Engineering and Construction Contract (ECC).

Rekha Thawrani
Global Head NEC Contracts

Ir Albert Cheng
Executive Director, Construction Industry Council

This is to certify that **Kai Ming Chiang** is eligible for inclusion on the Register for Accredited NEC Professionals, held by the Institution of Civil Engineers (ICE).

Chris Gibson
Director

This is an internationally recognised accreditation programme. It is applicable across international projects.
This accreditation is valid for 5 years from the date above.

PROCURE. DELIVER. MANAGE.

Certificate of Achievement

Course delegate: Kai Ming Chiang

Course title: NEC3 to NEC4 ECC PMA Extension Module

CPD credit: 40 Minutes

Your score: 90%

On behalf of NEC training, I herby certify that the above delegate has successfully completed this eLearning course.

Date: 29/09/2020

Robert Gerrard

NEC®, One Great George Street
London SW1P 3AA

A division of Thomas Telford Limited, a company wholly owned by the institution of Civil Engineers

技术负责人-甘文爽

技术负责人简历表

姓　名	甘文爽	性　别	男	年　龄	34 岁
职　务	技术负责人	职　称	高级工程师	学　历	本科
证件类型	身份证	证件号码	511623199209020010		
手机号码	/		证件号 （职称证书编号）	23GEEBCH1776	
参加工作时间	2014 年 6 月		从事技术负责人年限	4 年	

在建和已完工程项目情况

建设单位	项目名称	建设规模	开、竣工日期	在建或已完	工程质量
台州元合建设发展有限公司	杭绍台高速公路工程台州段 2 标段	**含有新建特大桥梁，公路桥梁，特大桥 2694m/2 座；** 大岙溪 2 号特大桥：全长 1640m； 双港互通主线 2 号特大桥：全长 1051.92m。 合同金额：282353.5380 万元	2017.01.15-2020.12.09 任职：技术主管（2017-01-20~2019-1-02）	已完	合格
深圳市交通公用设施建设中心	妈湾跨海通道(月亮湾大道-沿江高速)工程施工总承包 1 标	本项目为城市快速道路，1 标段全线总长 4340m，本标段工程主线地面段 960m；陆域明挖隧道段 820m，海域盾构段 2060m，其中疏港地面道路长约 500m；前海地面道路长约 880m。 合同金额：380708.7688 万元	2019.07.04-至今 任职:质量员（2019-01-3~2020-7-14） 任职:质检负责人（2020-07-15~至今）	在建	/

。

身份证

中华人民共和国
居民身份证
签发机关 邻水县公安局
有效期限 2022.01.29-2042.01.29
姓名 甘文爽
性别 男 民族 汉
出生 1992 年 9 月 2 日
住址 四川省邻水县鼎屏镇古邻大道南段306号3栋1单元17楼6号
公民身份号码 511623199209020010
仅限上海隧道工程有限公司投标使用

毕业证

普通高等学校
毕业证书
学生 甘文爽 性别 男 ，
学号 5100109205 ， 一九九二 年
九 月 二 日生，于 二〇一〇 年
九 月至 二〇一四 年 六 月在本校
土木工程 专业
四年制本科 学习，修完教学计划规定的全部课程，成绩合格，准予毕业。
校（院）长：
校 名：上海交通大学
证书序列号：NO.0000022014079983
证 书 编 号：102481201405000637
二〇一四 年 六 月 三十 日
上海市教育委员会监制
中华人民共和国教育部学历证书查询网址:www.chsi.com.cn

职称证

上海市高级职称证书

姓　　名：甘文爽

性　　别：男

出 生 年 月：1992-09

证 件 类 型：居民身份证

证　件　号：511623199209020010

工 作 单 位：上海隧道工程有限公司

职 称 名 称：高级工程师

专 业 名 称：隧道工程

评 审 机 构：上海市工程系列土建施工专业高级职称评审委员会

取得职称时间：2026-01-24

证 书 编 号：25GEEBCH1168

请下载“随申办市民云”APP
扫描二维码查询证书信息

上海市人力资源和社会保障局
专业技术资格证书
专用章

社保证明扫描件[社保证明是指投标人为其连续缴纳的近 3 个月（截标当月前 6 个月的任意连续 3 个月）社保缴费单]

参保人员城镇职工基本养老保险缴费情况

姓名	甘文爽		社会保障号码		511623199209020010			证件号码		511623199209020010	
序号	年 月	缴费情况	补缴退账年月	序号	年 月	缴费情况	补缴退账年月	序号	年 月	缴费情况	补缴退账年月
1	202105	已缴费		21	202301	已缴费		41	202409	已缴费	
2	202106	已缴费		22	202302	已缴费		42	202410	已缴费	
3	202107	已缴费		23	202303	已缴费		43	202411	已缴费	
4	202108	已缴费		24	202304	已缴费		44	202412	已缴费	
5	202109	已缴费		25	202305	已缴费		45	202501	已缴费	
6	202110	已缴费		26	202306	已缴费		46	202502	已缴费	
7	202111	已缴费		27	202307	已缴费		47	202503	已缴费	
8	202112	已缴费		28	202308	已缴费		48	202504	已缴费	
9	202201	已缴费		29	202309	已缴费		49	202505	已缴费	
10	202202	已缴费		30	202310	已缴费		50	202506	已缴费	
11	202203	已缴费		31	202311	已缴费		51	202507	已缴费	
12	202204	已缴费		32	202312	已缴费		52	202508	已缴费	
13	202205	已缴费		33	202401	已缴费		53	202509	已缴费	
14	202206	已缴费		34	202402	已缴费		54	202510	已缴费	
15	202207	已缴费		35	202403	已缴费		55	202511	已缴费	
16	202208	已缴费		36	202404	已缴费		56	202512	已缴费	
17	202209	已缴费		37	202405	已缴费		57	202601	已缴费	
18	202210	已缴费		38	202406	已缴费		58	202602	已缴费	
19	202211	已缴费		39	202407	已缴费		59	202603	已缴费	
20	202212	已缴费		40	202408	已缴费		60	202604	已缴费	

近60个月缴费单位信息

缴费单位名称	缴费起止时间	缴费单位名称	缴费起止时间
上海隧道工程有限公司	2021年05月-2026年04月		
截至2026年04月，累计缴费月数		131	

备注：1、本缴费情况的信息以申请打印时点的参保缴费情况为依据，供参考；亦可通过“一网通办”平台、“随申办”APP或线下自助服务终端查询获取。

2、“已登记”表示参保人员属于社会保险参保登记状态；“累计缴费月数”显示的月数为实际记账月数。

◆ 上海市社会保险事业管理中心业务专用章已经上海市数字证书认证中心认证，是对外经办业务指定电子印章，与社保经办机构印章具有同等效力，不再另行盖章。

经办机构：上海市社会保险事业管理中心

打印日期：2026-5-13

上海市社会保险事业管理中心 业务专用章

电子印章验证码：MEUCIQCfJFe/QMAiXyQZ5gP3Z2kEg2PULo34GdDv0Ly+NH321AIgOggQPJ8dcVzAgIGDjcEBjpA2zXErPO7G8UEO7WToZtU=

社保证明仅供投标参考 APP业务自助办理 调取时间：2026年05月20日

技术负责人业绩：**杭绍台高速公路工程台州段 2 标段**

中标通知书

投 资 人 成 交 通 知 书

发件公司名称：	华杰工程咨询有限公司		
联系人：	朱友梁　程 磊		
电　话：	13811006794	传真：	010-64997367
主　题：	杭绍台高速公路（台州段）PPP 项目投资人重新招标竞争性磋商（政府采购社会资本）成交通知书		

致：上海基础设施建设发展有限公司、上海隧道工程有限公司（联合体）

根据 2015 年 12 月 18 日杭绍台高速公路（台州段）PPP 项目投资人重新招标竞争性磋商评标委员会推荐意见，并经《中国采购与招标网》、《中国政府采购网》、《浙江政府采购网》和《浙江交通网》网上公示，以及竞争性磋商文件规定，招标人确定贵单位为杭绍台高速公路（台州段）PPP 项目投资人招标（政府采购社会资本）的成交人。

政府资本金投入：人民币玖亿元整（小写：￥900,000,000.00 元）。

项目公司总经理：张宁。

请你方在接到本通知书后的 30 日内到台州市杭绍台高速公路有限公司（地址：浙江省台州市椒江区白云山南路 323 号）与我方签订《投资协议》，在此之前按竞争性磋商文件第二章“投标人须知”第 7.3 款规定向我方提交投资人履约担保。

特此通知。

招标人：台州市杭绍台高速公路有限公司

招标代理：华杰工程咨询有限公司

2015 年 12 月 30 日

杭绍台高速公路工程台州段

2 标段

施工合同文件

（上册）

发包人：　台州元合建设发展有限公司

承包人：　上海隧道工程有限公司

二〇一六年十二月

合同协议书

台州元合建设发展有限公司(发包人名称，以下简称“发包人”)为实施杭绍台高速公路工程台州段(项目名称)，根据本项目PPP合同，经与上海隧道工程有限公司(承包人名称，以下简称“承包人”)友好协商，对该项目2标段的施工，发包人和承包人共同达成如下协议。

1. 2标段桩号为K141＋600（ZK141＋650）至K160＋499.247，长约18.922km，公路等级为高速公路，设计时速为100Km/h，主要工作内容为：路基、路面、桥涵、隧道、交通安全设施、绿化与环保、房屋建筑、机电工程的施工及缺陷责任期缺陷修复等。其中挖方约316.2万m^3，填方约284.7万m^3，特大桥2694m/2座，大桥4043m/10座，中小桥387m/6座，特长隧道4317.5.5m/1座，长隧道1035.5m/1座，中短隧道734m/2座，互通2处、连接线2处等。

2. 下列文件应视为构成合同文件的组成部分：

(1)合同协议书及各种合同附件(含廉政合同、安全生产合同、工程质量责任合同、拟委任的主要管理人员表、拟投入的主要机械设备表及合同谈判过程中的澄清文件和补充资料)；

(2)项目专用合同条款；

(3)公路工程专用合同条款；

(4)通用合同条款；

(5)项目专用技术规范；

(6)通用技术规范；

(7)图纸；

(8)已标价工程量清单；

(9)承包人有关人员、设备投入、财务能力的承诺及施工组织设计；

(10)其他合同文件。

3. 上述文件互相补充和解释，如有不明确或不一致之处，以合同约定次序在先者为准。

4. 本合同采用单价合同，暂估合同金额为：人民币(大写)贰拾捌亿贰仟叁佰伍拾叁万伍仟叁

佰捌拾元（￥2823535380元）。

已标价工程量清单见施工合同文件（下册）。

5. 2标段承包人项目经理：张爱萍，承包人项目总工：王多成。

6. 工程质量符合标段工程交工验收的质量评定：90分及以上、标段工程竣工验收的质量评定：90分及以上标准。

7. 承包人承诺按合同约定承担工程的实施、完成及缺陷责任期缺陷修复。

8. 发包人承诺按合同约定的条件、时间和方式向承包人支付合同价款。

9. 承包人应按照监理人指示开工，工期为48个月。

10. 本协议书由双方法定代表人或其委托代理人签署并加盖单位章后生效。全部工程完工后经交工验收合格、缺陷责任期满签发缺陷责任终止证书后失效。

11. 本协议书正本贰份、副本拾份，合同双方各执正本壹份，发包人执副本捌份，承包人执副本贰份，当正本与副本的内容不一致时，以正本为准。

12. 合同未尽事宜，双方另行签订补充协议。补充协议是合同的组成部分。

发包人：台州元合建设发展有限公司

法定代表人
或其委托代理人：

年 月 日

承包人：上海隧道工程有限公司

法定代表人
或其委托代理人：

年 月 日

交（竣）工验收证明扫描件

公路工程交工验收证书

交工验收时间： 2020 年 12 月 9 日　　合同段交工验收证书第 02 号

工程名称：杭绍台高速公路工程台州段	合同段名称及编号：2 标段
项目法人：台州元合建设发展有限公司	设计单位：浙江省交通规划设计研究院有限公司
施工单位：上海隧道工程有限公司	监理单位：浙江通衢工程管理有限公司

本合同段主要工程量：路基挖方 316.2 万 m^3，填方 284.7 万 m^3；路面 68.1 万 m^2，桥梁 8224.2 米/21 座（含互通主线桥），其中特大桥 2692 米/2 座、大桥 5079.2 米/12 座、中桥 453 米/7 座；隧道 6101 米/4 座，其中特长隧道 4347 米/1 座、长隧道 1038 米/1 座、中短隧道 716 米/2 座；互通 2 处，连接线 2 处。

本合同段价款	原合同	2823535380 元	实际	
本合同段工期	原合同	48 个月	实际	47 个月

对工程质量、合同执行情况的评价、遗留问题、缺陷的处理意见及有关决定（内容较多时，可用附件）

一、工程质量

1、路基工程总体稳定，边线顺直，边坡基本稳定，排水基本通畅，小桥和涵洞内外轮廓线清晰顺滑；

2、路面表面平整、密实，路面边线顺直，路拱设置适宜；

3、隧道工程总体外观质量较好，隧道洞内衬砌表面干燥，没有明显渗漏水现象，隧道硐室及预埋件状况良好；

4、桥梁内、外轮廓线顺滑、美观，各构件混凝土平整、密实，支座安装准确；

5、交安设施齐全，标志板面平整，安装角度准确；标线顺滑；波形梁护栏安装牢固，线形直顺；

6、质量保证资料审查情况

经查阅所提供的质保资料基本齐全，满足设计和规范要求。

三、合同执行情况

施工管理规范，承包人管理制度健全，质量保证体系完整有效，施工中能按照有关法律、法规、规范、规章制度及合同文件的要求履行自己的义务，合同执行情况良好；监理工作规范科学、合理有效，对工程质量、进度、投资、安全、环保等方面达到了监督、控制的目的，很好的履行合同文件规定的职责。

主要工作内容基本完成，合同执行情况良好，工程质量合格，满足交工验收条件。

三、遗留问题、缺陷的处理意见

遗留问题无，缺陷期内出现质量问题要求无条件修复。

（施工单位的意见）

同意交工

施工单位法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（合同段监理单位对有关问题的意见）

同意交工

合同段监理单位法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（设计单位的意见）

根据交工验收资料及本站实际情况同意交工。

同意交工。

设计单位法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（项目法人的意见）

同意交工

项目法人代表或授权人（签字）　　单位盖章

2020 年 12 月 9 日

（注：表中内容较多时，可用附件。）

业绩证明

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州元合建设发展有限公司

工程类别	工程内容		规模	单位	备注
路基	里程长度		21.303	KM	本项目采用PPP模式建设。2标段主线起止桩号为K141+600（ZK141+650）至K162+903，全长21.303公里，主线采用双向四车道高速公路标准，设计速度为100公里/小时。连接线2处，全长8.4公里，采用二级公路标准。主要工程量：挖方316.2万m3（其中静态爆破30673.96m3），填土石方299.2万m3，台背、涵背回填19.3万m3，避险车道1处。最大填方高度23m，最大挖方高度62m。抗滑桩998m，最大埋深10m，最大尺寸1.2×1.5m。
	软基处理面积		38.716	千平方米	强夯
互通工程	枢纽式		1	处	括苍枢纽互通，杭绍台高速公路与台金高速公路互通式立体交叉，主要包括：路基、路面、桥梁涵洞、交通安全设施、绿化与环保、房屋建筑、机电工程等内容。
	一般式		1	处	双港互通，杭绍台高速公路与X911（赤白线）互通式立体交叉，主要包括：路基、路面、桥梁涵洞、交通安全设施、绿化与环保、房屋建筑、机电工程等内容。
路面	沥青混凝土	SMA	592.109	千平方米	上面层：4cm厚SMA-13沥青玛蹄脂混合料
		普通	997.217	千平方米	1、上面层：4cm厚AC-13细粒式沥青混合料，面积89401m2。 2、中面层：6cm厚Sup-20中粒式沥青混合料，面积684095m2。 3、下面层：8cm厚Sup-25粗粒式沥青混合料，面积223721m2
		其他	2693.163	千平方米	34cm厚级配碎石底基层238262m2，32cm厚级配碎石底基层122861m2，20cm厚级配碎石底基层11423m2，20cm厚水泥稳定碎石基层369429m2，18cm厚水泥稳定碎石基层6180m2，橡胶复合改性沥青封层693892m2，黏（粘）层904397m2，桥梁隧道路面抛丸处理346719m2。
	水泥混凝土		10.6	千平方米	26cm厚C40混凝土路面。
	钢桥桥面铺装形式	其他	11.5	千平方米	1、上面层：4cm厚SMA-13沥青玛蹄脂混合料，面积5753.8m2。 2、中面层：6cm厚Sup-20中粒式沥青混合料，面积5753.8m2
交通安全设施	本合同段里程长度		21.303	KM	1、交通安全设施工程：全长21.303公里，主要包括护栏、隔离栅、桥上防护网、轮廓标、标线、防眩板、突起路标、标志标牌、限高门架、太阳能智能路边缘视线诱导标、速度反馈系统、雾区引导系统、信号控制系统等内容。 2、房屋建筑工程：双港互通收费站、括苍互通收费站、隧道管理站等站房设施，总建筑面积2363平方米。 3、绿化与环保工程：全长21.303公里，主要包括乔木、灌木、草坪、声屏障、景石等内容。
机电工程	通信、监控、收费综合系统工程		21.303	KM	1、全长21.303公里，主要包括：监控系统、通信系统、收费系统、隧道机电系统、供配电照明系统、防雷与接地系统、管道及机电土建等内容。 2、其中隧道机电系统主要包括：通风子系统、照明子系统、火灾检测与报警子系统、紧急呼救与有线广播子系统、交通监控与诱导子系统、通风与照明检测控制子系统、闭路电视监视子系统、中央管理与控制子系统、消防子系统等内容。
		预应力砼T梁 桥梁长度	740	M	大岙溪1号大桥，全长740m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	50	M	
		预应力砼T梁 最高墩高≥30	56.705	M	薄壁空心墩
		预应力砼T梁 桥梁长度	1640	M	大岙溪2号特大桥，全长1640m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	50	M	
		预应力砼T梁 最高墩高≥30	61.545	M	薄壁空心墩
		预应力砼T梁 桥梁长度	730	M	岙口1号大桥，全长730m，预制预应力混凝土T梁
		预应力砼T梁 主跨跨径	40	M	
		预应力砼T梁 最高墩高≥30	35.651	M	

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州五合建设发展有限公司

工程类别		工程内容		规模	单位	备注
桥梁工程	梁式桥	预应力砼T梁	桥梁长度	360	M	岙口2号大桥，全长360m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	23.1	M	
		预应力砼T梁	桥梁长度	843.5	M	大园大桥，全长843.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	16.99	M	
		预应力砼T梁	桥梁长度	303.5	M	双港互通主线1号大桥，全长303.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	6.98	M	
		预应力砼T梁	桥梁长度	106	M	三居王大桥，全长106m，预制预应力混凝土T梁
			主跨跨径	25	M	
			最高墩高≥30	12.87	M	
		预应力砼T梁	桥梁长度	550	M	大岭大桥，全长550m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	19.98	M	
		预应力砼T梁	桥梁长度	191.42	M	括苍枢纽互通主线1号桥，全长191.42m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	4.8	M	
		预应力砼T梁	桥梁长度	137.96	M	括苍枢纽互通主线2号桥，全长137.96m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	6.9	M	
		预应力砼T梁	桥梁长度	745	M	括苍枢纽互通主线5号桥，全长745m，预制预应力混凝土T梁（最大跨径40m）和现浇预应力混凝土等截面箱梁（最大跨径35m）
			主跨跨径	40	M	
			最高墩高≥30	15.81	M	
		预应力砼T梁	桥梁长度	260	M	括苍枢纽互通主线6号桥，全长260m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	10.66	M	
		预应力砼T梁	桥梁长度	218.5	M	双港互通E匝道桥，全长218.5m，预制预应力混凝土T梁
			主跨跨径	30	M	
			最高墩高≥30	12.11	M	
		预应力砼T梁	桥梁长度	378	M	括苍枢纽互通B匝道桥，全长378m，预制预应力混凝土T梁
			主跨跨径	40	M	
			最高墩高≥30	5.99	M	
		预应力砼等截面箱梁	桥梁长度	1051.92	M	双港互通主线2号特大桥，全长1051.92m，现浇预应力混凝土等截面箱梁
			主跨跨径	35	M	
			最高墩高≥30	25.64	M	
		预应力砼等截面箱梁	桥梁长度	288	M	括苍枢纽互通D匝道1号桥，全长288m，现浇预应力混凝土等截面箱梁（最大跨径40m）和预应力钢混组合箱梁（预应力钢混叠合梁）（最大跨径59m）
			主跨跨径	40	M	
			最高墩高≥30	13.11	M	

杭绍台高速公路工程台州段2标段业绩证明

建设单位：台州元合建设发展有限公司

工程类别	工程内容			规模	单位	备注
		预应力砼等截面箱梁	桥梁长度	106	M	括苍枢纽互通E匝道桥，全长106m，现浇预应力混凝土等截面箱梁
			主跨跨径	25	M	
			最高墩高≥30	7.74	M	
		钢-砼组合结构梁桥	桥梁长度	145	M	括苍枢纽互通主线3号桥，全长145m，预应力钢混组合箱梁（预应力钢混叠合梁）
			主跨跨径	56	M	
			最高墩高≥30	11.7	M	
		钢-砼组合结构梁桥	桥梁长度	327.5	M	括苍枢纽互通A匝道桥，全长327.5m，预应力钢混组合箱梁（预应力钢混叠合梁）
			主跨跨径	59	M	
			最高墩高≥30	12.59	M	
		预应力空心板	桥梁长度	312.5	M	括苍枢纽互通台金高速叶家岙大桥，全长312.5m，预制预应力混凝土空心板（最大跨径20m）和预制预应力混凝土小箱梁（最大跨径30m）
			主跨跨径	20	M	
隧道工程	分离式隧道	隧道长度		4347	M	大雷山隧道：左洞长4288m，右洞长4347m
		车道数		2	个	左、右线分离式双向四车道
		施工工艺	新奥法		无	新奥法
	分离式隧道	隧道长度		1038	M	前山隧道：左洞长1038m，右洞长1033m
		车道数		3	个	左、右线分离式双向六车道
		施工工艺	新奥法		无	新奥法
	连拱隧道	隧道长度		284	M	塘田王隧道：左、右洞均长284m
		车道数		2	个	连拱式（连体式）双向四车道
		施工工艺	新奥法		无	新奥法
	连拱隧道	隧道长度		450	M	三星隧道：左、右洞均长450m
		车道数		2	个	连拱式（连体式）双向四车道
		施工工艺	新奥法		无	新奥法

杭绍台高速公路工程台州段

第 HST-TJ02 标段

两阶段施工图设计

第三册　第一分册

第一册	第一篇	总体设计	第二册	第三篇	路基、路面（共二分册）
	第二篇	路　线	第三册	第四篇	桥梁、涵洞（共四分册）
	第九篇	其他工程	第四册	第五篇	隧道（共二分册）
	第十篇	筑路材料	第五册	第六篇	路线交叉（共四分册）
	第十一篇	施工方案	第六册	双港互通连接线	

项目总负责人：

主　　任：

项目负责人：

总工程师：

院　　长：

目　　录

杭绍台高速公路工程台州段

本册目录

图表名称	图表编号	页数	页码	图表名称	图表编号	页数	页码
第四篇　桥梁、涵洞	第三册　第一分册						
说明书	S4-0-1	17	**1～17**				
桥梁工程一览表	S4-0-2	1	**18**				
大岙溪1号大桥设计图	S4-14	104	**19～122**				
大岙溪2号大桥设计图	S4-15	178	**123～300**				
岙口1号大桥设计图	S4-16	142	**301～442**				
	合计	442					

大岙溪 2 号特大桥：多孔跨径总长度 1640M

本桥沿济溪布设，中间穿过济岙村，场地狭窄局促，左幅桥配跨为：3×40+3×(4×40)+(2×40+30)m，右幅桥配跨为：(30+3×40)+3×(4×40)+(3×40+30)m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下当地水泥路需要局部改线。

（11）济溪 2 号大桥

本桥起点接济溪 1 号大桥，左幅桥配跨为：(30+3×40)+(2×40+30)+(30+3×40)+4×(4×40)+(3×40+30)+3×40m，右幅桥配跨为：(35+3×40)+(2×40+25)+(30+3×40)+5×(4×40)+(3×40+35)m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用柱式台，桩基础。桥下当地水泥路需要局部改线，桥梁终点与祥和隧道相接。

（12）张家庄 1 号桥

本桥上跨一条机耕路和水渠，左线桥及右线桥配跨均为：3×16m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下机耕路和水渠需要进行改线。

（13）张家庄 2 号桥

本桥上跨一条机耕路和水渠，左线桥及右线桥配跨均为：3×16m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；桥台采用柱式台，桩基础。桥下机耕路和水渠需要进行改线。

（14）大岙溪 1 号大桥

桥梁起点与大雷山隧道相接，上跨大岙溪后傍山前行，终点接大岙溪 2 号大桥。左线桥梁配跨为：2×39+3×50+4×50+4×40+3×40m，右线桥梁配跨为：2×40+3×50+3×50+(35+40+35)+3×40+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用柱式台，桩基础。本桥跨大岙溪部分桥面距地面高约 66 米，左线桥梁因设置爬坡车道而加宽 3.5m。

（15）大岙溪 2 号大桥

本桥起点接大岙溪 1 号大桥，跨过大岙溪后沿山前行，终点设置桥台，桥梁配跨为：3×40+4×40+3×40+2×(4×50)+3×(4×40)+2×(3×40)+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩及薄壁空心墩，部分桥墩采用墩梁固结形式，桩基础；桥台采用 U 型桥台，扩大基础。本桥跨大岙溪部分桥面距地面高约 65 米，左幅桥梁因设置爬坡车道而加宽 3.5m。

（16）岙口 1 号大桥

本桥部分路段为半路半桥形式，左幅桥第 1 部分配跨为：3×30+3×30+3×30m，左幅桥第 2 部分配跨为：3×40+4×40+3×40m，右幅桥配跨为：3×30+4×30+4×30+3×40+4×40+3×40m，上部结构采用预应力砼 T 梁，先简支后结构连续；下部结构桥墩采用柱式墩，桩基础；0 号台及左幅桥 9 号台采用 U 型桥台，扩大基础；21 号台及左幅桥 11 号台采用柱式台，桩基础。左幅桥梁设置爬坡车道加宽 3.5m，右幅桥梁终点受避险车道影响变宽，变宽通过 T 梁翼缘湿接缝宽度或梁数调整。

（17）岙口 2 号大桥

本桥位于岙口村东侧，横跨两个山头。本桥配跨为：4×30+4×30+4×30m，

业 主 证 明

杭绍台高速工程台州段是我公司投资建设，杭绍台高速工程台州段2标段施工总承包由上海隧道工程有限公司承建，于2016年12月签订，合同合同价为282353.54万元。

杭绍台高速工程台州段2标段主线全长18.92公里，公路等级为高速公路，设计时速为100km/h。全线设置桥梁18座，总长6393米。其中：特大桥2座，总长2694米；大桥10座，总长4043米；中小桥6座，总长387米；特长隧道1座，大雷山隧道总长4347m；长隧道1座，前山隧道总长1038m;中短隧道2座，总长734m；互通2处，连接线2处等。

其中塘田王隧道左、右线均长284m,连拱式双向四车道隧道，采用新奥法钻爆施工，左、右洞开挖净距为2.6m；三星隧道左、右线均长450m, 连拱式双向四车道隧道，采用新奥法钻爆施工，左、右洞开挖净距为2.6m。

项目于2020年12月9日通过交工验收，工程质量合格，上海隧道工程有限公司在施工过程中合同履约情况良好，施工安全、质量、进度等均符合业主要求。

上海隧道工程有限公司主要管理人员：

项目负责人：王义伟（任职时间：2017-11-29~2020-12-09）；

技术负责人：袁国柱（任职时间：2018-04-11~2020-12-09）、王多成（任职时间：2017-01-15~2017-11-13）；

项目副经理：彭健成(任职时间：2017-11-29~2020-12-09）、陈云富(任职时间：2017-11-29~2020-12-09）；

安全负责人：吴良猛(任职时间：2017-11-29~2020-12-09）；

技术主管：甘文爽（任职时间：2017-01-20~2019-1-02）、袁胜胜(任职时间：2019-1-03~2020-12-09）；

经营主管：张晓功（任职时间：2017-01-20~2020-12-09）。

我方联系人：顾国兴，电话：13341689872。

特此证明。

台州元合建设发展有限公司

2024年3月7日

岗位工作证明

兹证明，甘文爽同志（身份证号：511623199209020010），男，任职于上海隧道工程有限公司，自2014年6月参加工作至今，该同志具有12年工程施工管理工作经验。

在我司承建的杭绍台高速公路工程台州段2标段项目中担任技术主管一职（项目为高速公路工程，含有新建特大桥梁，特大桥2694m/2座），在该项目任职1年11个月（任职时间：2017-01-20~2019-1-02）。

特此证明。

单位盖章：上海隧道工程有限公司

2026年05月27日

八、拟派其他项目成员（不含项目经理、项目副经理、技术负责人）情况

八、拟派其他项目成员（不含项目经理、项目副经理、技术负责人）情况

拟投入其他项目成员（不含项目经理、项目副经理、技术负责人）承诺函

（格式供参考）

致：__深圳市交通公用设施建设中心_____

若我方有幸 中标，我方承诺按照附表《拟派项目团队成员（不含项目经理、项目副经理、技术负责人）信息表》配置本项目团队成员，且附表中的人员均为本单位自有人员，且同一人员不兼任本项目其他岗位。

承诺人：上海隧道工程有限公司、上海隧道工程股份有限公司（盖章）

时间：2026 年 05 月 28 日

附表 1：

拟派项目团队成员（不含项目经理、项目副经理、技术负责人）信息表

（表格仅供参考，投标人可增减内容）

投标人名称：上海隧道工程有限公司、上海隧道工程股份有限公司						
序号	姓名	拟任岗位	资格（或职称）证书	证书专业	其他	备注
1	覃宏江	安全负责人	职称/高级工程师 2300101229261 注册安全工程师 20201104644000002066 安全生产考核合格证 沪建安 C3(2018)0096627	电气、建筑施工安全	/	/
2	赖天豪	安全主任 （香港段）	注册安全主任 注册安全审核员	职业安全及健康、建筑安全管理	/	/
3	冯燕蒲	质量负责人	职称/高级工程师 ZGC2062522	道路与桥梁	/	/
4	邬惠玲	安保负责人（香港段）	香港保安人员许可证 WX-798182-A	香港保安人员	/	/
5	葛仲宝	协调专员	职称/工程师 2504003046557	市政路桥施工	/	/
6	李涛	安全工程师	职称/职称证 22ZEZACJ0292 安全生产考核合格证 沪建安 C3(2016)0076230	土木工程施工	/	/
7	蔡晓寒	质量工程师	职称/工程师 2304003030806	市政路桥施工	/	/
8	袁胜胜	造价工程师	一级注册造价工程师 建[造]11243100016430 职称/职称证 21CJZ00195	土木建筑、土木工程施工	/	/
9	蔡桂如	路桥工程师 1	职称/工程师 2304003030723	市政路桥施工	/	/
10	宋飞	路桥工程师 3	职称/工程师 10D3Z00022	道路	/	/
11	滕莹明	给排水工程师	职称/工程师 16CJZ00074	给排水	/	/
12	吴忠明	机电工程师	职称/高级工程师 22GEEBCH0856	机电设备	/	/

13	朱富壕	质量工程师	职称/工程师 25ZEZACJ0434 质量员岗位证 2401030600122725	市政工程、市政	/	/
14	董志敏	测量工程师	职称/工程师 24ZEZACJ0378	工程测量	/	/
15	赵修鸣	绿化景观工程师	职称/工程师 18CJZ00584	园林专业	/	/
16	高志林	材料员	材料员岗位证 2401040000125011	/	/	/
17	龚怡旭	资料员	资料员岗位证 2401050000122345	/	/	/
18	郑鹏程	劳资专管员	劳资专管员岗位证 09158792024900055	/	/	/
19	林嘉鸣	工地领班 （香港段）	/	/	/	/
20	王寅胜	安全员	安全生产考核合格证 沪建安 C3(2025)0226153	/	/	/
21	梅笑霜	安全员	安全生产考核合格证 沪建安 C3(2017)0086956	/	/	/
22	张桂铭	安全员	安全生产考核合格证 沪建安 C3(2018)0089512	/	/	/
23	吴煜冬	施工员	施工员岗位证 2401010600124030	市政	/	/
24	韩晓飞	施工员	施工员岗位证 2401010600124103	市政	/	/

注：**无需提供人员的资格证书、业绩经验、社保证明等证明资料**。

九、拟投入钢结构加工厂情况

拟投入钢结构加工厂情况资料及承诺函

拟投入钢结构加工厂情况表

钢结构加工厂名称	江苏沪宁钢机股份有限公司	投标人自有或其控股或已有签订本项目意向合作协议	□投标人自有 □投标人控股 ☑已有签订本项目意向合作协议
钢结构加工厂地址、资质等基本情况	**钢结构加工厂地址：** 江苏省宜兴市张渚镇白家村 188 号(沪宁钢机) 江苏省南通市启东市海工大道 3001 号（京沪重工) **资质等基本情况：** 钢结构工程专业承包一级 工程设计轻型钢结构工程专项甲级 建筑工程施工总承包一级 消防设施工程专业承包一级 防水防腐保温工程专业承包一级 市政公用工程施工总承包二级 桥梁工程专业承包二级 公路工程施工总承包二级		
钢结构加工厂钢结构特大桥梁加工业绩	业绩工程名称：珠机城际 HJZQ-1 标金海大桥主桥钢梁(钢塔)及附属加工制造 合同甲方名称：中铁大桥局集团第五工程有限公司 钢结构桥梁情况：☑钢结构特大桥梁加工业绩；□无钢结构特大桥梁加工业绩；□其他： 业绩其他情况介绍：该项目桥梁单孔跨度 340m。 证明材料：详见附件（业绩竣工报告）		
备注	/		

注：按《资信标要求一览表》要求提供证明材料。

1、基本情况、资质、生产能力

江苏沪宁钢机股份有限公司

企业简介

江苏沪宁钢机股份有限公司（简称沪宁钢机）是住建部首批钢结构建筑总承包试点企业，系中国建筑业竞争力百强榜中唯一钢结构专业承包企业，并被行业公认为“中国建筑钢结构质量第一品牌”。

沪宁钢机下设江苏宜兴金张渚工业园钢结构产业、宜兴环保科技工业园装配式建筑产业、启东船舶海洋工业园海工装备产业三大生产基地，并拥有 1040 米长江岸线、458 米长的艉装码头与 300 米长的重件出运码头，资源优势得天独厚。

沪宁钢机以钢结构研发、设计、生产、施工、服务为己任，致力于以钢结构为主体的房屋建筑施工总承包服务，以及大跨度钢结构桥梁、异形空间钢结构建筑（如机场候机楼、高铁站房、文体中心）、高科技海洋工程装备等钢结构专项承包服务。公司现已具备住建部建筑工程施工总承包壹级资质、钢结构工程专业承包壹级资质、轻型钢结构设计专项甲级资质；中国钢结构协会钢结构制造特级资质、金属维护系统承包商特级资质、中国建筑金属结构协会建筑金属屋（墙）面设计与施工特级资质。先后通过质量管理体系认证、环境管理体系认证、职业健康安全管理体系认证、两化融合管理体系认证、测量管理体系认证。下设检测中心通过中国合格评定国家认可委员会实验室认可（CNAS）、中国国家实验室认证（CNAL）、中国计量认证（CMA），拥有功能完整的金属制品各类检测能力。

沪宁钢机坚持以科技创新为先导，集聚各类高端人才。在宜兴总部、北京、上海、广州分别建立了四个钢结构专业设计研究院，在宜兴环保科技工业园建立了装配式建筑研发基地，创新研发了“组合箱型钢板剪力墙结构体系”，于 2017 年 12 月被住建部认定为**首批“国家装配式建筑产业基地”**，为大力发展装配式建筑提供了强有力的支撑与示范引领。通过多年来的技术积累与沉淀，公司现拥有授权专利 350 项（其中发明专利 114 项），施工工法 43 项（其中国家工法 2 项），编制各类标准 40 多项（其中主编标准 6 项），出版著作 2 部，先后荣获各类科技进步奖 80 多项（其中国家科技进步二等奖 2 项）。2018 年，被国家知识产权局认定为**“国家知识产权优势企业”**；2019 年 12 月，作为主要完成单位的科研项目“大跨度结构技术创新与工程应用”荣获**国家科技进步二等奖**。

沪宁钢机坚持以工匠精神打造精品工程，多年来，精心培育壮大了一大批有社会责任感的高技能产业工人。先后承建了国家大剧院、国家体育场（鸟巢）、国家天文台、中央电视台新台址办公大楼及演播大楼、北京南站、亚洲基础设施投资银行总部大楼、北京清河站、北京丰台站、北京大兴国际机场航站楼、冬奥会国家速滑馆、冬奥会跳台滑雪中心、国家会议中心二期、北京城市副中心、中国共产党历史展览馆、中国工艺美术馆、中国尊、昆明长水国际机场航站楼、上海中心大厦、广州塔等国内外重大标志性建设工程 500 余项，并在建国 70 周年和建党 100 周年分别为天安门广场奉献了红飘带和红拱门精品工程。截止目前，累计获得鲁班奖 60 项，詹天佑土木工程大奖 17 项，国家优质工程奖 21 项，中国钢结构金奖 213 项，在钢结构行业中独领风骚。鉴于沪宁钢机在企业高质量发展中的优异表现，于 2019 年 1 月获颁**宜兴市市长质量奖**和**无锡市市长质量奖**，于 2020 年 8 月获颁**江苏省省长质量奖**。

在国家大力发展建筑产业现代化以及高质量发展的政策指引下，沪宁钢机将一如既往以“完美无缺的产品质量，诚实卓越的企业信誉”为宗旨，不忘初心，一路前行。

编号 320200666202110280004

统一社会信用代码

91320200714090044XY (1/8)

营业执照

（副 本）

扫描二维码登录“国家企业信用信息公示系统”了解更多登记、备案、许可、监管信息。

名　　称	江苏沪宁钢机股份有限公司	注册资本	150000万元整
类　　型	股份有限公司(非上市)	成立日期	1998年09月11日
法定代表人	王寅大	营业期限	1998年09月11日至******
经营范围	金属结构及其构件、建筑工程机械、建材专用机械、冶炼设备、电气机械及器材、环境保护机械、起重装卸机械、民用船舶制造、安装；建筑工程设计、咨询、施工；对外承包工程（凭有效资质证书经营）；建筑工程机械与设备租赁（不含融资性租赁）；金属材料、建筑用材料的销售；建筑劳务分包；自营和代理各类商品及技术的进出口业务（国家限定企业经营或禁止进出口的商品和技术除外），普通货运。（依法须经批准的项目，经相关部门批准后方可开展经营活动）许可项目：各类工程建设活动；港口货物装卸搬运活动（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以审批结果为准）	住　　所	江苏省宜兴市张渚镇百家村

登记机关 无锡市行政审批局

2021 年 10 月 28 日

国家企业信用信息公示系统网址：http://www.gsxt.gov.cn

市场主体应当于每年1月1日至6月30日通过国家企业信用信息公示系统报送公示年度报告。

国家市场监督管理总局监制

企业资质证书-钢结构工程专业承包壹级（建筑工程施工总承包壹级）资质

建筑业企业资质证书

（副本）

企业名称：江苏沪宁钢机股份有限公司

详细地址：江苏省宜兴市张渚镇百家村

统一社会信用代码（或营业执照注册号）：91320200714090044XY　　法定代表人：王寅大

注册资本：150000万元人民币　　经济性质：股份有限公司（非上市）

证书编号：D132009594　　有效期：2030年07月11日

资质类别及等级：

建筑工程施工总承包壹级；
钢结构工程专业承包壹级。
******

发证机关：中华人民共和国住房和城乡建设部

2025 年 7 月 11 日

中华人民共和国住房和城乡建设部制

全国建筑市场监管公共服务平台查询网址：http://jzsc.mohurd.gov.cn　　NO.DF 00089385

企业名称	江苏沪宁钢机股份有限公司		
详细地址	江苏省宜兴市张渚镇百家村		
建立时间	1998年09月11日		
注册资本金	150000万元人民币		
统一社会信用代码（或营业执照注册号）	91320200071409044XY		
经济性质	股份有限公司（非上市）		
证书编号	A132012326-6/1		
有效期	至2029年08月28日		
法定代表人	王寅大	职务	董事长
单位负责人	王寅大	职务	总经理
技术负责人	高继领	职称或执业资格	研究员级高级工程师/一级建造师
备注：原发证日期：2009年08月21日			

业务范围
轻型钢结构工程设计专项甲级。 ******

发证机关：（章）
2024 年 08 月 28 日
No.AF 0521205

企业资质证书-轻型钢结构工程设计专项甲级资质

[副本]

SCS

中国钢结构制造企业资质证书

（特级）

单位名称：江苏沪宁钢机股份有限公司

注册地址：江苏省宜兴市张渚镇百家村

业务范围：高层、大跨房屋建筑钢结构、大跨度钢结构桥梁结构、高耸塔桅、大型锅炉钢架、海洋工程钢结构、容器、管道、通廊、烟囱、非标设备及成套设备等。

资质编号：中钢构（制）-T011

批准日期：2006年12月

有效期至：2026年12月

发证部门：

2021年9月

资质年检及变更记录

1. 资质证书请妥善保管，不得涂改、伪造、转让、出借，可登录协会网站 www.cncscs.org.cn 随时查询证书状况；

2. 资质证书每年对上一年度年检。每年4月10日以后登录协会网站下载年检通知，未参加年检，证书自动失效。

2021年度年检结果： 年 月 日	2022年度年检结果： 2022年3月16日
2023年度年检结果： 2023年3月29日	2024年度年检结果： 2024年3月31日
2025年度年检结果： 2025年3月26日	2026年3月31日

统一社会信用代码：91320200714090044XY

安全生产许可证

编号：(苏)JZ安许证字[2005]020078

企　业　名　称：江苏沪宁钢机股份有限公司

法　定　代　表　人：王寅大

单　位　地　址：江苏省宜兴市张渚镇百家村

经　济　类　型：股份有限公司（非上市）

许　可　范　围：建筑施工

有　效　期：2025年07月18日　至 2028年07月21日

发证机关：江苏省住房和城乡建设厅

发证日期：2025 年 07 月 18 日

中华人民共和国住房和城乡建设部 监制

厂区介绍

基地名称	规模	厂房规模	产能	功能	基地大型设备情况	码头吊装滚装情况	涂装车间情况
宜兴（沪宁钢机）	1600亩	40万平米	50万吨/年	建筑钢结构、市政景观桥梁完整生产线、桥梁产品杆件、分段生产、内河船运、公路运输	预处理线、下料切割、机加工、冷加工、杆件槽型焊接机器人、板单元焊接机器人、U肋内外焊生产线（已采购未安装）。	160t内河港池	一喷二涂 + 一喷三涂
启东（京沪重工）	850亩	12万平米	35万吨/年	桥梁产品完整生产线及大节段总拼、江运及海运装船	预处理线、下料切割生产线、板单元生产线、杆件生产线、80m跨总拼车间、600吨总拼平台	660吨码头吊机、5000吨滚装码头	一喷二涂 + 一喷三涂

基地名称	厂区照片
宜兴（沪宁钢机）	
启东（京沪重工）	

2025年财务审计报告

资产负债表

会企01表

2025年12月31日

编制单位：江苏沪宁钢机股份有限公司　　单位：元

项目	期末余额	年初余额	项目	期末余额	年初余额
流动资产：			流动负债：		
货币资金	964,765,353.71	855,832,739.45	短期借款	1,341,240,000.00	1,950,500,000.00
交易性金融资产			交易性金融负债		
衍生金融资产			衍生金融负债		
应收票据	111,500,169.10	177,172,140.76	应付票据	1,929,132,598.07	1,956,411,478.62
应收账款	4,600,436,337.89	4,551,320,611.63	应付账款	1,344,686,483.68	1,134,502,732.64
应收款项融资			预收款项	-	
预付款项	320,728,317.05	264,595,938.57	合同负债	172,548,338.13	188,322,516.16
其他应收款	155,429,675.69	235,419,387.03	应付职工薪酬	27,889,243.38	29,802,924.40
存货	2,282,831,146.12	2,162,548,047.27	应交税费	50,417,630.56	39,404,257.22
合同资产			其他应付款	83,494,300.31	64,669,447.46
持有待售资产			持有待售负债		
一年内到期的非流动资产			一年内到期的非流动负债		
其他流动资产	4,519,656.21	8,952,599.33	其他流动负债	186,308,561.24	24,481,927.10
流动资产合计	8,440,210,655.37	8,255,841,464.04	流动负债合计	5,135,717,155.37	5,388,095,283.60
非流动资产：			非流动负债：		
债权投资			长期借款	696,500,000.00	42,300,000.00
其他债权投资			应付债券		
长期应收款			其中：优先股		
长期股权投资	10,900,000.00	10,900,000.00	永续债		
其他权益工具投资			租赁负债		
其他非流动金融资产			长期应付款		
投资性房地产			预计负债		
固定资产	352,206,831.67	362,644,730.88	递延收益		
在建工程	120,351,832.35	86,182,194.76	递延所得税负债		
生产性生物资产			其他非流动负债		
油气资产			非流动负债合计	696,500,000.00	42,300,000.00
使用权资产			负债合计	5,832,217,155.37	5,430,395,283.60
无形资产	46,805,263.27	51,376,213.12	所有者权益（或股东权益）：		
开发支出			实收资本（或股本）	1,500,000,000.00	1,500,000,000.00
商誉			其他权益工具		
长期待摊费用	1,901,881.11	2,234,584.42	其中：优先股		
递延所得税资产			永续债		
其他非流动资产			资本公积	41,789,234.38	41,789,234.38
非流动资产合计	532,165,808.40	513,337,723.18	减：库存股		
			其他综合收益		
			专项储备		
			盈余公积	543,074,912.23	532,937,371.75
			未分配利润	1,055,295,161.79	1,264,057,297.49
			所有者权益合计	3,140,159,308.40	3,338,783,903.62
资产总计	8,972,376,463.77	8,769,179,187.22	负债和所有者权益总计	8,972,376,463.77	8,769,179,187.22

企业负责人：　　财务负责人：　　制表人：

利润表

会企02表

2025年度

编制单位：江苏沪宁钢机股份有限公司　　单位：元

项　目	本期金额	上期金额
一、营业收入	3,158,596,744.56	3,000,000,688.88
其中：主营业务收入	2,922,097,912.25	2,580,183,245.56
其他业务收入	236,498,832.31	419,817,443.32
减：营业成本	2,636,103,833.93	2,468,784,150.66
其中：主营业务成本	2,427,833,977.66	2,063,119,291.16
其他业务成本	208,269,856.27	405,664,859.50
税金及附加	10,804,117.98	8,021,933.71
销售费用	99,251,281.71	86,871,090.31
管理费用	76,694,257.92	79,219,597.28
研发费用	117,745,554.71	121,101,917.62
财务费用	95,573,180.81	111,231,099.19
其中：利息费用	100,623,321.27	108,924,789.24
利息收入	-10,729,068.65	-6,507,997.41
加：其他收益	5,464,174.36	17,680,580.02
投资收益（损失以"-"号填列）	295.65	
其中：对联营企业和合营企业的投资收益		
以摊余成本计量的金融资产终止确认收益（损失以"-"号填列）		
净敞口套期收益（损失以"-"号填列）		
公允价值变动收益（损失以"-"号填列）		
信用减值损失（损失以"-"号填列）		
资产减值损失（损失以"-"号填列）		
资产处置收益（损失以"-"号填列）		
二、营业利润（亏损以"-"号填列）	127,888,987.51	142,451,480.13
加：营业外收入	180,412.98	168,285.40
减：营业外支出	6,376,540.96	5,966,928.68
三、利润总额（亏损总额以"-"号填列）	121,692,859.53	136,652,836.85
减：所得税费用	20,316,195.49	20,720,546.18
四、净利润（净亏损以"-"号填列）	101,376,664.04	115,932,290.67
（一）持续经营净利润（净亏损以"-"号填列）		
（二）终止经营净利润（净亏损以"-"号填列）		
五、其他综合收益的税后净额		
（一）不能重分类进损益的其他综合收益		
1. 重新计量设定受益计划变动额		
2. 权益法下不能转损益的其他综合收益		
3. 其他权益工具投资公允价值变动		
4. 企业自身信用风险公允价值变动		
5. 其他		
（二）将重分类进损益的其他综合收益		
1. 权益法下可转损益的其他综合收益		
2. 其他债权投资公允价值变动		
3. 金融资产重分类计入其他综合收益的金额		
4. 其他债权投资信用减值准备		
5. 现金流量套期储备		
6. 外币财务报表折算差额		
7. 其他		
六、综合收益总额		

企业负责人：　　财务负责人：　　制表人：

现金流量表

会企03表

2025年度

编制单位：江苏沪宁钢机股份有限公司　　单位：元

项　目	本期金额	上期金额
一、经营活动产生的现金流量：		
销售商品、提供劳务收到的现金	3,557,004,871.41	3,120,924,876.02
收到的税费返还		
收到其他与经营活动有关的现金	109,721,239.84	17,848,865.42
经营活动现金流入小计	3,666,726,111.25	3,138,773,741.44
购买商品、接受劳务支付的现金	2,480,356,385.48	2,587,985,820.56
支付给职工以及为职工支付的现金	98,388,396.35	153,509,430.10
支付的各项税费	440,570,146.87	105,922,622.52
支付其他与经营活动有关的现金	281,858,243.53	4,886,732.09
经营活动现金流出小计	3,301,173,172.23	2,852,304,605.27
经营活动产生的现金流量净额	365,552,939.02	286,469,136.17
二、投资活动产生的现金流量：		
收回投资收到的现金		
取得投资收益收到的现金		
处置固定资产、无形资产和其他长期资产收回的现金净额	189,097.01	
处置子公司及其他营业单位收到的现金净额		
收到其他与投资活动有关的现金		
投资活动现金流入小计	189,097.01	
购建固定资产、无形资产和其他长期资产支付的现金	65,003,414.81	43,862,497.25
投资支付的现金		
取得子公司及其他营业单位支付的现金净额		
支付其他与投资活动有关的现金		
投资活动现金流出小计	65,003,414.81	43,862,497.25
投资活动产生的现金流量净额	-64,814,317.80	-43,862,497.25
三、筹资活动产生的现金流量：		
吸收投资收到的现金		
取得借款收到的现金	2,528,000,000.00	2,573,500,000.00
收到其他与筹资活动有关的现金		
筹资活动现金流入小计	2,528,000,000.00	2,573,500,000.00
偿还债务支付的现金	2,483,060,000.00	2,379,700,000.00
分配股利、利润或偿付利息支付的现金	236,746,043.99	108,924,789.24
支付其他与筹资活动有关的现金		
筹资活动现金流出小计	2,719,806,043.99	2,488,624,789.24
筹资活动产生的现金流量净额	-191,806,043.99	84,875,210.76
四、汇率变动对现金及现金等价物的影响	36.63	
五、现金及现金等价物净增加额	108,932,613.86	327,481,849.68
加：期初现金及现金等价物余额	855,832,739.45	528,350,889.77
六、期末现金及现金等价物余额	964,765,353.31	855,832,739.45

企业负责人：　　财务负责人：　　制表人：

所有者权益变动表

会企04表

2025年度

编制单位：江苏沪宁钢机股份有限公司　　单位：元

项目	本年金额										
	实收资本（或股本）	其他权益工具			资本公积	减：库存股	其他综合收益	专项储备	盈余公积	未分配利润	所有者权益合计
		优先股	永续债	其他							
一、上年年末余额	1,500,000,000.00				41,789,234.38				532,937,371.75	1,264,057,297.49	3,338,783,903.62
加：会计政策变更											-
前期差错更正											-
其他											-
二、本年年初余额	1,500,000,000.00	-	-	-	41,789,234.38	-	-	-	532,937,371.75	1,264,057,297.49	3,338,783,903.62
三、本年增减变动金额（减少以"-"号填列）									10,137,540.48	-208,762,135.70	-198,624,595.22
（一）综合收益总额										101,376,664.04	101,376,664.04
（二）所有者投入和减少资本											-
1. 所有者投入的普通股											-
2. 其他权益工具持有者投入资本											-
3. 股份支付计入所有者权益的金额											-
4. 其他											-
（三）专项储备的提取和使用											-
1. 提取专项储备											-
2. 使用专项储备											-
（四）利润分配											-
1. 提取盈余公积									10,137,540.48	-10,137,540.48	-
2. 对所有者（或股东）的分配										-300,000,000.00	-300,000,000.00
3. 其他										-1,259.26	-1,259.26
（五）所有者权益内部结转											-
1. 资本公积转增资本（或股本）											-
2. 盈余公积转增资本（或股本）											-
3. 盈余公积弥补亏损											-
4. 设定受益计划变动额结转留存收益											-
5. 其他											-
四、本年年末余额	1,500,000,000.00				41,789,234.38				543,074,912.23	1,055,295,161.79	3,140,159,308.40

企业负责人：　　财务负责人：　　制表人：

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所有者权益变动表（续）

会企04表

2025年度

编制单位：江苏沪宁钢机股份有限公司　　单位：元

项目	上年金额										
	实收资本（或股本）	其他权益工具			资本公积	减：库存股	其他综合收益	专项储备	盈余公积	未分配利润	所有者权益合计
		优先股	永续债	其他							
一、上年年末余额	1,500,000,000.00	-	-	-	41,789,234.38	-	-	-	521,344,142.68	1,149,776,280.81	3,212,909,657.87
加：会计政策变更											-
前期差错更正										9,941,955.08	9,941,955.08
其他											-
二、本年年初余额	1,500,000,000.00	-	-	-	41,789,234.38	-	-	-	521,344,142.68	1,159,718,235.89	3,222,851,612.95
三、本年增减变动金额（减少以"-"号填列）									11,593,229.07	104,339,061.60	115,932,290.67
（一）综合收益总额										115,932,290.67	115,932,290.67
（二）所有者投入和减少资本											-
1. 所有者投入的普通股											-
2. 其他权益工具持有者投入资本											-
3. 股份支付计入所有者权益的金额											-
4. 其他											-
（三）专项储备的提取和使用											-
1. 提取专项储备											-
2. 使用专项储备											-
（四）利润分配											-
1. 提取盈余公积									11,593,229.07	-11,593,229.07	-
2. 对所有者（或股东）的分配											-
3. 其他											-
（五）所有者权益内部结转											-
1. 资本公积转增资本（或股本）											-
2. 盈余公积转增资本（或股本）											-
3. 盈余公积弥补亏损											-
4. 设定受益计划变动额结转留存收益											-
5. 其他											-
四、本年年末余额	1,500,000,000.00				41,789,234.38				532,937,371.75	1,264,057,297.49	3,338,783,903.62

企业负责人：　　财务负责人：　　制表人：

2、特大桥钢结构加工业绩情况

业绩 1：珠机城际 HJZQ-1 标金海大桥主桥钢梁(钢塔)及附属加工制造

项目名称	珠机城际 HJZQ-1 标金海大桥主桥钢梁(钢塔)及附属加工制造
项目所在地	广东省珠海市
发包人名称	中铁大桥局集团第五工程有限公司
合同价格	33658.2771 万元
竣工日期或计划竣工日期	2023 年 12 月 19 日
承担的工作	钢结构工程
工程质量	合格
项目描述	我司履约范围为完成包含主桥钢箱梁(钢塔)或其它钢结构加工制造及制造损耗、试拼装、立体拼装、防腐涂装、厂内装运、运输、工地焊接及防腐涂装(含成桥涂装)、板缝腻子填充、保险、配合安装及相关试验检测工作等。 **目前该项目已按要求完成履约。该项目桥梁单孔跨度 340m。**

珠机城际金海大桥中标通知书

中标通知书

江苏沪宁钢机股份有限公司：

你方于2019年3月12日所递交的，招标编号 MBEC-Z-2019-143，珠机城际 HJZQ-1 标金海大桥主桥钢梁（钢塔）及附属结构加工制造二次招标，GT01、GL02 投标文件已被我方接受，被确定为中标人。

中 标 价：336582771.2元（含税）。

项目经理：傅新芝（姓名）

项目总工：李水明（姓名）

请你方在接到本通知书后的 30 日内到我项目部与我方签订合同，在此之前按招标文件第六章“投标人须知”第 7.3 款规定向我方提交履约担保。

特此通知。

招标人：中铁大桥局集团第五工程有限公司

珠机城际 HJZQ-1 标二工区项目经理部

2019 年 4 月 24 日

合同关键页

编号：JHWC-2018

中铁大桥局集团第五工程有限公司
珠机城际 HJZQ-1 标二工区项目经理部

钢梁（钢塔）

及附属结构加工制造合同

甲方：中铁大桥局集团第五工程有限公司珠机城际 HJZQ-1 标二工区项目经理部

乙方：江苏沪宁钢机股份有限公司

签订地点：江西省九江市浔阳区

签订日期：_____年___月___日

珠机城际 HJZQ-1 标金海大桥主桥钢梁（钢塔）及附属结构加工制造合同

甲方：中铁大桥局集团第五工程有限公司珠机城际 HJZQ-1 标二工区项目经理部

乙方：江苏沪宁钢机股份有限公司

依照《中华人民共和国合同法》及有关法律法规，遵循平等、自愿、公平和诚信的原则，经协商一致，乙方同中铁大桥局集团第五工程有限公司珠机城际 HJZQ-1 标二工区项目经理部（简称甲方）订立本合同，以资双方共同遵守：

第一条 名称、数量、价款、交货的期限等

名称	规格型号	计量单位	数量	不含税单价（元）	含增值税单价（元）	不含税总额（元）	含增值税总额（元）	备注
主桥钢梁		t	21670	9403.32	10625.75	203769913.72	230260002.5	
附属结构制造		t	330	7863.98	8886.3	2595114.16	2932479	
主桥钢塔		t	9210	9855.87	11137.13	90772537.43	102572967.3	
附属结构吊具制造		t	90	8036.6	9081.36	723294.16	817322.4	
以上小计						297860859.47	336582771.2	

不含税合同总价（小写）：297860859.47 人民币（大写）：￥贰亿玖仟柒佰捌拾陆万零捌佰伍拾玖圆肆角柒分

含增值税合同总价（小写）：336582771.2 人民币（大写）：￥叁亿叁仟陆佰伍拾捌万贰仟柒佰柒拾壹圆贰角

1.1 本合同暂定总价（含增值税）336582771.2 元（大写：叁亿叁仟陆佰伍拾捌万贰仟柒佰柒拾壹圆贰角）。其中，不含税价款为 297860859.47 元（大写：

贰亿玖仟柒佰捌拾陆万零捌佰伍拾玖圆肆角柒分），增值税税率根据价税分离原则自行填报，增值税率为13%，增值税额为38721911.73元（大写：叁仟捌佰柒拾贰万壹仟玖佰壹拾壹圆柒角叁分）。

1.2 交货期限：具体按甲方最终施组及书面计划要求交货。

1.3 交货地点：甲方指定的地点。

1.4 本合同单价已包含主桥钢箱梁（钢塔）或其它钢结构加工制造及制造损耗、试拼装、立体拼装、防腐涂装、厂内装运、运输、工地焊接及防腐涂装（含成桥涂装）、板缝腻子填充、保险、配合安装及相关试验检测工作，以及与此制造相关的所有费用，甲方不再另行支付其它费用。

第二条 质量及检验

2.1 乙方应保证所供主桥钢箱梁（钢塔）是应完全符合本合同条款规定的质量、规格和性能的要求。乙方应保证其钢箱梁（钢塔）在正常使用和保养条件下，在其使用寿命期内应具有让甲方、业主满意的性能。在本工程设计寿命期内，乙方应对由于工艺或材料的缺陷而产生的后果负责。乙方应负责对甲方或第三方供应桥梁钢板材料按要求检验并对结果负责。

2.2 根据质量监督部门检验结果或者在质量保修期内，如果主桥钢箱梁（钢塔）的数量、质量或规格与设计图纸及本合同条款不符，或证实主桥钢箱梁（钢塔）是有缺陷的，包括潜在的缺陷或使用尚未发现不符合要求的钢箱梁（钢塔）等，甲方有权向乙方提出索赔。

2.3 乙方在收到通知后14天内应更换有缺陷的主桥钢箱梁（钢塔）、油漆或部件。

2.4 如果乙方在收到通知后14天内没有弥补缺陷，甲方可采取必要的补救措施，但其风险和费用将由乙方承担，甲方直接从质量保证金中抵扣，所预留质量保证金不足以抵扣的，由乙方负责另行补足。甲方根据制造合同规定对乙方行使的其他权利不受影响。

2.5 由乙方供应的主桥钢箱梁（钢塔）在交货前，甲方对其质量进行检测，驻厂监理单位见证检测。乙方出具一份经由驻厂监造工程师签字的符合本合同条款规定的检验证书，检验证书是办理验工计价时所需要的文件的组成部分，但不能作为钢箱梁（钢塔）有关质量、规格、数量的最终检验。乙方检验的结果和细节应附在检验证书后面。

2.6 主桥钢箱梁（钢塔）运抵现场后，甲方应对货物的质量、规格、数量进行查验。如有异议应在收到货物7日之内书面提出，乙方在收到异议后3个工作日内予以答复。

2.7 甲方的任何验收结果不能免除乙方的质量保证责任。

2.8 主桥钢箱梁（钢塔）在竣工移交过程中需整改事宜，乙方应无条件完成，

并承担所有费用。

2.9 按照《珠机城际轨道交通工程HJZQ-1标项目金海大桥钢梁及钢塔制造招标文件（招标编号：MBEC-Z-2019-143）》第三章技术规格书要求执行。

第三条履约担保

3.1 履约保证：履约保函.

3.2 合同签订前 10 日内，乙方向甲方缴纳合同总额的 5 %作为银行保函。如若未能按时进行缴纳履约保函，则按照甲方公司要求管理，以欠款抵押方式进行缴纳。

3.3 乙方提供的银行保函应按招标文件所附的格式提供，与此有关的费用均由乙方负担。

3.4 如乙方未能履行合同规定的任何责任和义务，甲方有权从履约保函中得到补偿，而补偿支付不需得到乙方同意。

第四条原材料的提供

4.1 原材料的提供：甲方指定中铁大桥局集团物资有限公司负责供应主体结构所用钢板（Q420qE、 Q370qD、 Q345qD）及高强度螺栓，价格由中铁大桥局集团物资有限公司按其集团管理要求招标确定，甲乙双方需认可。其他材料（含附属结构所需主要材料）由乙方自购，对于其中附属结构所需主要材料按照2019年8月20日我的钢铁网广州市公布的各厂家相应规格的算术平均价作为最后实际结算价。

4.2 原材料单价：桥梁所需的钢板（Q420qE、Q370qD、Q345qD）暂定价为5000元/吨，其他原材料暂定价为4600元/吨。

4.3 原材料的质量要求：应符合国家标准或设计图纸要求。

4.4 原材料的检验：乙方负责对所有材料按照设计图纸及国标要求进行检验。

4.5 桥梁钢板（Q420qE、 Q370qD、 Q345qD）损耗由乙方自行确定，费用包含在制造费中，乙方按照含钢板损耗进行报价，由甲方指定中铁大桥局集团物资有限公司负责从指定生产厂家运输至加工场地并承担运输及相关费用。乙方负责甲供物资验收和卸车，验收及卸车的相关费用由乙方承担。甲方核定设计数量以外的桥梁钢板相关费用由乙方承担，中铁大桥局集团物资有限公司供应材料款由甲方直接从乙方实际结算费用中扣除并支付给中铁大桥局集团物资有限公司。

4.6 为保证主桥钢箱梁及钢塔质量，本项目所需其它物资甲方有权供应，单价按乙方招标文件中的单价执行，乙方必须无条件接受。

第五条 设计图纸的提供与知识产权

5.1 甲方应当在本合同签订之日起 3 日内将技术资料及图纸交付乙方，双方办理图纸的交接签认手续。

5.2 甲方将技术资料及图纸交付乙方后 3 日内，乙方应当进行检查复核。乙方发现图纸不符合约定或技术要求不合理，应当及时书面通知甲方；甲方应当在收到乙方书面通知后 3 日内书面回复。

5.3 乙方进行工作期间，发现提供的图纸或技术要求不合理，应当立即通知甲方；甲方应当在收到书面异议后的 3 日内予以答复。

5.4 甲方提供的主桥钢箱梁及钢塔招标文件、设计图纸、合同商务文件、经甲方批准的本项目制造方案、试验检验以及相关资料，乙方必须保密。未经甲方同意，不得向外透露。保密期限为 10 年。

5.5 乙方为主桥钢箱梁及钢塔制造安装而产生的成果及专利，属于甲、乙双方共同所有，未经甲方同意，不得在其他场合和杂志上公开发表，也不能向第三者传授和转让。

第六条 转包及权利争议

6.1 乙方不得将本合同项的任何工作交由第三人完成，如确需交由第三人完成的必须取得甲方的书面同意。

6.2 乙方承诺：乙方提供的产品不涉及与第三方的知识产权等权利争议，否则，引发的与第三人的争议由乙方负责处理，产生的任何风险及费用均由乙方承担，乙方的此项义务规定在本合同终止后仍对乙方有约束力。

第七条 包装、运输要求

7.1 产品包装：乙方提供的全部主桥钢箱梁（钢塔）及相关构件均按部颁标准和本招标文件的规定进行包装，这类包装应适应于远距离运输、防撞、防水、防潮、防震和防锈等，以确保主桥钢箱梁及钢塔安全无损运抵指定现场。

7.2 产品运输：乙方应根据甲方要求的供梁计划按节间配套装运。乙方负责按主桥钢梁（钢塔）等构件装运要求安排运输并支付运杂费、保险费及其他相关规费。乙方负责指派专人押运，运输途中加强超限大件的定位及安全。

第八条 产品的交付和验收

8.1 本合同履行期间，甲方派驻厂代表全权负责主桥钢箱梁（钢塔）制造等工作的协调和办理有关事宜。甲方、业主派驻厂监造工程师，对主桥钢箱梁（钢塔）制造实行监理。甲方代表和驻厂监造工程师有权对制造及试拼装质量全过程监控，发现问题需乙方及时解决，乙方应完全服从。当对质量不满意时，有权向乙方下发停工令和整改令。

8.2 主桥钢箱梁（钢塔）等构件乙方必须经有资质的质量检验机构进行自检合格，并经驻厂监造工程师签认后方可出厂。

8.3 每批主桥钢箱梁（钢塔）等半成品出厂应同时将各项检测、试验、发送杆件明细表等有关资料交送甲方。

8.4 主桥钢箱梁（钢塔）制造安装完成后，乙方应写出主桥钢箱梁（钢塔）

制造、工厂试拼装总结，作为竣工资料的一部分报送甲方。

8.5 主桥钢箱梁（钢塔）验收中第三方超声波探伤及各种试验、检验等费用由乙方承担。乙方需按规范和验标要求委托的第三方试验及检测费用由乙方承担。由监理和业主委托的第三方检测单位的，试验检测用原材料由乙方承担；具体检测费用，若验收不合格的由乙方承担。

8.6 制造时应加强线型控制，确保钢箱梁架设完成后桥面不积水。

8.7 乙方负责产品在运至甲方施工现场后的配合卸货工作。

8.8 甲方的验收合格不免除乙方按合同约定应承担的保修或其他责任。

8.9 乙方应向甲方提交主桥钢箱梁（钢塔）制造安装的技术文件及资料等，乙方不得以任何托词拒绝向甲方驻厂代表提供相关技术资料。质量保证期内乙方应承担属于乙方质量问题的责任和义务，无条件及时解决；非乙方责任，应积极配合甲方处理(伴随服务的费用已含在合同总价内，不单独支付)。

8.10 质量验收标准

《铁路钢桥制造规范》（TB10212-2009）；

《城市桥梁工程施工与质量验收规范》（CJJ2-2008）；

《公路桥梁钢结构防腐涂装技术条件》（JT/T 722-2008）；

《珠机城际轨道交通工程 HJZQ-1 标项目主桥钢箱梁（塔）制造招标文件（招标编号：）》第三章技术规格书相关要求。

第九条结算与支付

9.1 乙方应按照双方签订的主桥钢箱梁（钢塔）制造合同约定和甲方提交的月度需求计划交货。交货后乙方将甲方出具的验收结算凭证以及发货凭证和发票等相关票据提交给甲方，甲方按主桥钢箱梁（钢塔）制造技术规范及有关验收标准的规定，经甲方有关部门对质量检验验收合格后，乙方按照甲方制定的验工计价单每季度填报，只有按甲方规定的程序审核且经甲方项目经理亲笔签字的结算资料，才能作为最终结算、付款的唯一依据，除此之外任何证明、收条、欠条、信函等文件，都不得作为结算、付款依据。

乙方指定联系人 李水明 ，联系方式 13921337348 。

9.2 双方特别约定：遵循“先开票、后付款”的原则，甲方支付前，乙方应按双方确认的当期应付金额向甲方提供全额（含材料）增值税专用发票，并于发票开具后 10 日内提交给甲方。甲方收到乙方发票后，按合同约定向乙方付款。

9.3 货款分期支付。结算完成后，甲方在收到乙方开具的正式的全额（含材料）增值税专用发票后 60 日内，甲方按当月业主向其拨付的工程进度款比例，同比例向乙方支付货款，最高支付比例不得高于当月货款结算金额的 80%，合同封闭后支付 10%，剩余货款连同质量保证金一起在质保期满后 3 个月内无息

支付，如发生纠纷，则延后至纠纷最终解决后30天内支付。质量保证金参照甲方同业主的合同执行，质量保证金的支付并不免除乙方对交付货物质量的保证责任。甲方季度付款时可采用银行承兑汇票方式。如采用银行承兑汇票付款，甲方不承担贴现利息。其中乙方出具桥梁钢板全额货款委托代付函，由甲方从乙方计价款中全额扣除并支付给中铁大桥局集团物资有限公司。

9.4 最终验收付款：在主桥钢箱梁质量保修期满，且无任何质量问题后30天内付清(不计息)。

9.5 延期付款：由于项目业主的原因，导致甲方对乙方的付款迟延，乙方同意给予甲方 60 日的宽限期，在此宽限期内，甲方不承担违约责任。

9.6 结算工程量按设计图纸计算，最终以甲方审定并经双方签字确认的工程量为准。

9.7 本合同无预付款，乙方自备启动资金。

第十条 质保期与保修

10.1 质保期为本工程交验合格后 2 年，自产品最终交验合格之日起计算。在质保期内如出现质量问题，乙方应在收到甲方通知 14 日内负责免费维修或更换，否则，甲方有权委托第三人进行维修，所发生的费用直接从质保金中扣减，质保金不足以支付该费用的，由乙方补足。经乙方维修或更换后，仍然存在质量问题，乙方应当赔偿甲方由此造成的全部损失。

10.2 质保期满后，甲方返还乙方质保金的，并不表示免除乙方对交付产品质量的责任。乙方对产品负有终身保修责任。

第十一条 违约责任

11.1 甲方在宽限期后，仍逾期支付货款的（乙方未履行向甲方开具增值税专用发票等合同约定的义务除外），甲方对逾期付款部分从宽限期满的次日起向乙方支付违约金。违约金按中国人民银行同期活期存款利率计算，计算的基数以甲方最后一笔付款时剩余欠款金额为准，不包括前期逾期但现已支付部分的货款，违约金最高不得超过本合同项下双方结算价款（不含增值税）的1%。除此之外，甲方不再承担其他任何违约责任。

11.2 在履行合同中乙方存在以下行为之一的，乙方返还已向甲方收取的款项，并向甲方支付合同总额 5 %的违约金。同时，甲方有权解除合同：

(1)除甲供部分的原材料质量不合格或不符合合同要求且不按要求及时更换的；

(2)乙方在加工过程中违反设计图纸或甲方的要求，不能认真执行加工工艺，产品质量达不到设计要求的；

(3)乙方弄虚作假，向甲方提供虚假的原材料质量保证书、焊缝无损检测报告、机加工材料探伤检验报告或其它凭证的；

(1)不能按合同约定的时间交货或者交付定作物不合格的；

(5)其他违反合同约定义务的。

11.3 乙方交付的产品不符合合同约定的，由乙方负责修复或调换，并承担逾期交付的责任。经过修复或调换后，仍不符合合同规定的，甲方有权要求重修或重做，乙方应当按照甲方的要求办理；并承担逾期交付的责任；或甲方有权解除合同，并由乙方承担因此造成的损失，包括退还已向甲方收取的款项、赔偿甲方损失等。

11.4 乙方逾期交付产品，每逾期一天乙方向甲方支付 20000.00 元的违约金，并赔偿甲方的经济损失。因乙方原因造成工期滞后，甲方有权将乙方任务量交由其他单位完成，期间产生的所有费用全部由乙方承担。

11.5 由于乙方怠于提供交货资料造成甲方不能完成验收的，因此产生的费用和责任由乙方承担。

11.6 乙方未能提供增值税专用发票的，甲方有权暂停支付相应款项，且乙方需向甲方承担赔偿责任包括但不限于税款、滞纳金、罚款及相关损失等。

11.7 乙方应按合同约定及时向甲方提供增值税专用发票，逾期提供的，每逾期一天，乙方应向甲方支付违约金 5000.00 元。因乙方开具的增值税专用发票不及时，造成甲方无法及时认证、抵扣税款等情形的，乙方需向甲方承担赔偿责任包括但不限于税款、滞纳金、罚款及相关损失等。

11.8 乙方应提供真实、有效、合格的增值税专用发票，如乙方提供虚假或虚开的增值税专用发票，甲方有权拒收或退回，乙方应负责无偿更换，并自行承担相应法律责任。由此造成甲方无法及时认证、抵扣税款等情形的，乙方需向甲方承担赔偿责任包括但不限于税款、滞纳金、罚款及相关损失等。

11.9 乙方应向甲方提交主桥钢箱梁（钢塔）制造的技术文件及资料。乙方不得以任何托词拒绝向甲方驻厂代表提供相关技术资料。质量保证期内乙方应承担属于乙方质量问题的责任和义务，无条件及时解决；非乙方责任，应积极配合甲方处理。

11.10 伴随服务的费用已含在合同总价内，不单独支付。

11.11 如果乙方未能在合同规定的限期或甲方同意延长的限期内提供部分或全部货物或如果乙方未能履行本合同条款及合同规定的其它任何义务。甲方可向乙方发出书面通知书，提出终止部分或全部合同。乙方相应承担违约责任并承担由此给甲方造成的经济损失。

11.12 乙方质量、进度控制情况，以及供货服务等，得不到甲方满意时，甲方随时可以单方终止合同。且乙方还应承担由此给甲方造成的经济损失。

11.13 如果乙方破产或无清偿能力，甲方可在合理时间以书面形式通知乙方终止合同而不给乙方补偿。该终止合同将不损害或影响甲方已经采取或将要采取

的任何行动或补救措施的权利。

11.14 甲方有权更进一步对乙方不能按时交货的违约行为进行追索，除乙方应承担不能按时交货的违约责任外，并承担更进一步每个事件的违约责任，每发生一件，乙方应承担 20 万元违约金。

11.15 乙方在投标中拟任命的项目经理、项目总工程师、项目副经理、副总工程师以及质检、试验、安全、合同等专业技术负责人不得随意更换。未征得甲方同意，乙方若更换项目经理或项目总工程师，应向甲方支付 30 万元违约金。

11.16 乙方为完成本项目按投标时提供的机械设备组织进场，未经甲方或驻厂监造工程师同意，不得撤离。否则承担违约责任，每发生一台次，乙方支付违约金 20 万元。

第十二条 安全责任

12.1 乙方应严格遵守安全生产的有关规定，对产品加工制造、试拼装、立体拼装、防腐涂装、厂内装运、运输、工地焊接及防腐涂装（含成桥涂装）、板缝腻子填充以及施工现场的卸货等负有安全责任，并承担相关的费用。

12.2 乙方在履行本合同过程中，造成甲方、乙方或第三方人身、财产损害的，由乙方承担责任。

12.3 因不可抗力而导致乙方履行合同延误或不能履行合同义务的话，不应该被没收履约保证金，也不应该承担赔偿的责任。

12.4 本条所述“不可抗力”系指无法控制不可预见的事情，但不包括乙方的违约或疏忽。这些事件包括：战争、严重火灾、洪水、台风、地震以及其它双方商定的事件。

12.5 在不可抗力事件发生后，乙方应尽快以书面形式将不可抗力的情况和原因通知甲方。除甲方书面另行要求外，乙方应尽实际可能继续履行合同义务，以及寻求采取合理的方案履行不受不可抗力影响的其他事项。

第十三条 争议解决方式

因本合同所发生的争议，首先由当事人双方协商解决；如经协商未能解决争议，需要提起诉讼时，双方同意：因本合同引起的或与本合同有关的任何纠纷，均由合同签订地人民法院管辖。

第十四条 其他

14.1 乙方不得对本合同的产品行使留置权。

14.2 本合同债权不得转让，也不得用于担保。

14.3 乙方积极协助甲方在税法规定期限内办理有关的进项税额的认证申办手续。乙方开具的增值税专用发票在送达甲方后如发生丢失、灭失，乙方应按照税法规定和甲方的要求及时向甲方提供该发票的存根联复印件，以及乙方所在地主管税务机关开具的《丢失增值税发票（专用发票/普通发票）已报税证明单》，

如因乙方拒绝履行配合义务，造成甲方经济损失的，应由乙方承担。

14.4 在涉及到产品质量问题的退货行为时，如果退货行为涉及到开具红字增值税专用发票的行为，乙方应当履行相关协助义务。

14.5 在本合同发生变更涉及增值税专用发票记载项目发生变化时，如果甲方取得增值税专用发票尚未认证抵扣，乙方应于专用发票认证期限内办理红字增值税专用发票开具申请，并重新开具增值税专用发票。如果原增值税专用发票已经抵扣，乙方就合同增加的金额补开增值税专用发票，就减少的金额甲方负责办理红字增值税专用发票开具申请，乙方开具红字增值税专用发票。

14.6 在本合同履行过程中，如任何一方发生税务登记、公司名称等重大信息的变更事项，应在重大信息变更后的__7__日内书面通知对方及有关机构变更情况，并提供相关信息资料。

14.7 双方确定双方所预留的以下地址为双方送达通知等文件的有效地址，任一方按照该地址向对方送达的通知、纪要等文件均为有效送达。任一方变更送达地址必须在变更地址之日起三日内向对方书面通知，否则不发生送达地址变更的法律效力，对方按原地址送达仍然为有效送达。

甲方送达地址：广东省珠海市香洲区横琴大井角中铁大桥局珠机城际HJZQ-1标二工区项目经理部。

乙方送达地址：。

14.8 双方确认的书面资料及原招投标文件作为本合同附件。本合同未尽事宜，双方另行协商并签订补充协议。

14.9 本合同自双方签章之日起生效，本合同一式陆份，双方各持叁份。

（以下无正文）

（本页为签章页）

甲方：（公章）

住所地址：

法定代表人：

委托代理人：

电话：

纳税人识别号：

开户银行：

账号：

乙方：（公章）

住所地址：

法定代表人：

委托代理人：

电话：

纳税人识别号：

开户银行：

账号：

桥梁单孔跨度340m

公路工程交工验收证书

交工验收时间：2023 年 12 月 19 日　　合同段交工验收证书第 1 号

工程名称：广东省珠海市金海公路大桥工程	合同段名称及编号：HJZQ-1 标
建设单位：广东广珠城际轨道交通有限责任公司	设计单位：中铁第四勘察设计院集团有限公司
施工单位：中铁大桥局集团有限公司、中铁六局集团有限公司	监理单位：天津新亚太工程建设监理有限公司

HJZQ-1 标合同段主要工程量(二工区-中铁大桥局集团有限公司)：

本合同段位于珠海市横琴新区及金湾区，桥梁跨越磨刀门水道，属于海洋环境。起止里程为 YK9+535.365～YK12+177.598，ZK9+673.075～ZK12+315.308，全长 2642.233m。

左幅：3×66.5m 连续刚构+(58.5+116+3×340+116+58.5)m 公铁合建斜拉桥+(109.5+180+109.5)m 连续刚构+2×(4×66.5)m 连续刚构+(2×32m+3×24m)预制小箱梁；

右幅：3×66.5m 连续刚构+(58.5+116+3×340+116+58.5)m 公铁合建斜拉桥+(109.5+180+109.5)m 连续刚构+2×(4×66.5)m 连续刚构+（2×32m+3×24m）预制小箱梁；

连续刚构采用挂篮悬浇，小箱梁采用预制架设；斜拉桥桥位最大水深 10m，采用钻孔灌注桩基础，桩基直径为 3m，桩长 30～82.5m，采用 KTY 动力头旋转钻机及冲击反循环钻机成孔；承台采用双壁钢套箱围堰施工，围堰尺寸为 34.6×28.1×22.8m；桥墩为花瓶式矩形，墩高 40.8 米，采用翻模法施工；钢箱梁断面宽 49.6m，梁高 4.7m，边跨大节段钢箱梁分别长 80.25m、72m、46m，采用 3600t 浮吊架设，24m 标准段钢箱梁采用 750t 架梁吊机吊装；钢塔单重为 2700 吨，利用 3600t 浮吊与 1200t 浮吊配合整体空中竖转安装。

主要工程量：钢筋 2.7 万吨、混凝土 20.9 万方、钢梁 4.2 万吨、钢塔 1 万吨、钢绞线 2445 吨，斜拉索 2449 吨。

本合同段价款	原合同	1454725461 元	实际	待结算
本合同段工期	原合同	60 个月	实际	69 个月

对工程质量、合同执行情况的评价、遗留问题、缺陷的处理意见及有关决定:

1、工程质量评价：该合同段在施工过程中，建立了完善的质量保证体系，严格按图纸施工，执行各项施工技术规范、规程，现已完成全部施工内容，施工档案资料齐全。根据《公路工程质量检验评定标准》(JTG F80/1—2017)的有关规定对各分项、分部、单位工程进行了评定，全部符合设计及评定标准，该合同段工程质量交工验收评分为 98.1 分，工程质量等级评定为合格。

2、合同执行情况评价：施工期间承包人能够认真履行合同管理，按照合同承诺的人员、机械设备进场施工，计量手续完善，未存在违法分包、拖欠劳务工资等情况，合同执行情况良好。

3、遗留问题：

(1) 进一步完善质量保证资料，加快完善工程变更设计及工程结算工作;

(2) 加快档案专项验收等相关工作。

4、缺陷的处理意见：交工验收检测缺陷工程已按要求整改完毕。

5、有关决定：承包人需尽快补充和完善工程变更手续，做好工程结算基础工作，完善竣工档案资料。

HJZQ-1 标合同段主要工程量(三工区-中铁六局集团有限公司)：

井湾公路桥：右幅 YK8+911.365（34#墩）-YK9+535.365（53#墩（不含）），共 19 个墩,长 624 米；左幅 ZK9+236.075（44#墩）-ZK9+673.075（57#墩（不含））共 13 个墩,长 437 米。

鹤洲公路桥：左幅 ZK12+315.308（83#墩（不含））-ZK13+427.875（118#墩），共 35 个墩个,长 1112.567 米；右幅 YK12+177.599（79#（不含））-YK13+290.165（114#墩），共 35 个墩,长 1112.566 米。

主要工程量有：钢筋 15457t、混凝土 32115m³ 、钢绞线 360.9t。

本合同段价款	原合同	201031607 元	实际	待结算
本合同段工期	原合同	60 个月	实际	69.6 个月

对工程质量、合同执行情况的评价、遗留问题、缺陷的处理意见及有关决定：

1、工程质量评价：该合同段在施工过程中，建立了完善的质量保证体系，严格按图纸施工，执行各项施工技术规范、规程，现已完成了全部施工内容，施工档案资料齐全。根据《公路工程质量检验评定标准》(JTG F80/1—2017)的有关规定对各分项、分部、单位工程进行了评定，全部符合设计及评定标准，该合同段工程质量交工验收评分为 97.56 分，工程质量等级评定为合格。

2、合同执行情况评价：施工期间承包人能够认真履行合同管理，按照合同承诺的人员、机械设备进场施工，计量手续完善，未存在违法分包、拖欠劳务工资等情况，合同执行情况良好。

3、遗留问题：

(1) 进一步完善质量保证资料，加快完善工程变更设计及工程结算工作;

(2) 加快档案专项验收等相关工作。

4、缺陷的处理意见：交工验收检测缺陷工程已按要求整改完毕。

5、有关决定：承包人需尽快补充和完善工程变更手续，做好工程结算基础工作，完善竣工档案资料。

（施工单位的意见）

施工单位法人代表或授权人（签字）　　单位盖章

年　　月　　日

（合同段监理单位对有关问题的意见）

合同段监理单位法人代表或授权人（签字）　　单位盖章

年　　月　　日

（设计单位的意见）

设计单位法人代表或授权人（签字）　　单位盖章

年　　月　　日

（项目法人的意见）

项目法人代表或授权人（签字）　　单位盖章

年　　月　　日

（注：表中内容较多时，可用附件。）

4 主梁结构设计

4.1 主梁布置

主梁采用挑臂式钢箱梁，纵向跨度（58.5+116+3×340+116+58.5)m，梁端悬出边支点以外0.75m，钢箱梁梁长1370.5m 。

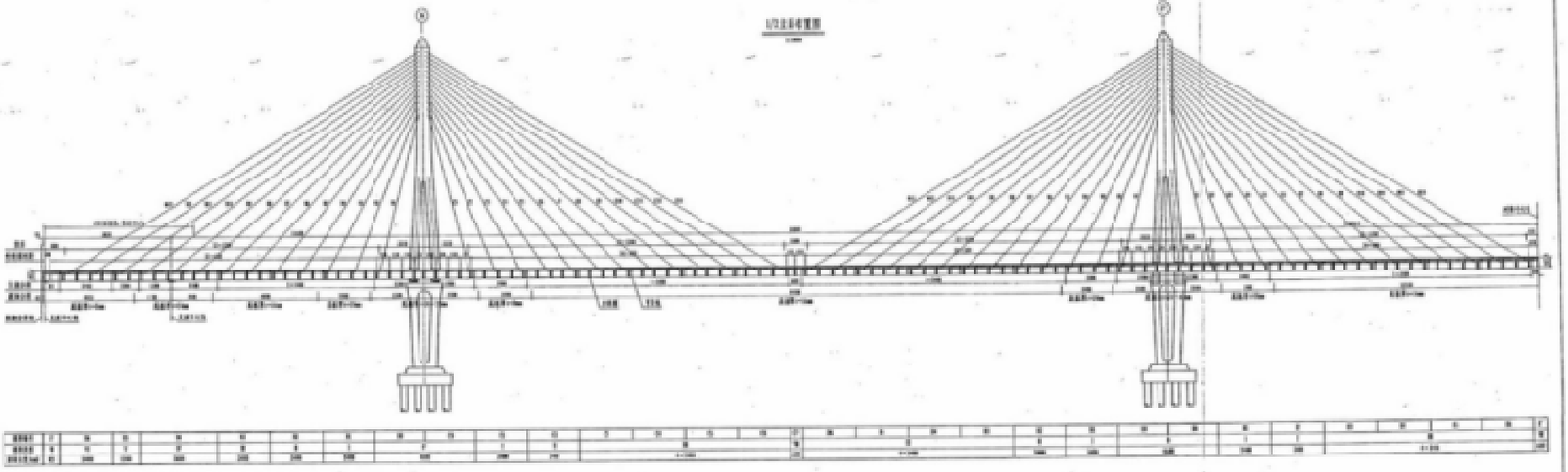
根据该桥施工方案，设计图将全梁共划分为57个梁段，并归纳为0型、0'型、Ⅰ型、Ⅱ型、Ⅲ型、Ⅳ型、Ⅴ型、Ⅵ型、Ⅶ型、Ⅷ型共 10种梁段类型，梁段类型未考虑桥面纵坡、竖曲线、斜拉索锚箱等方面的差异。

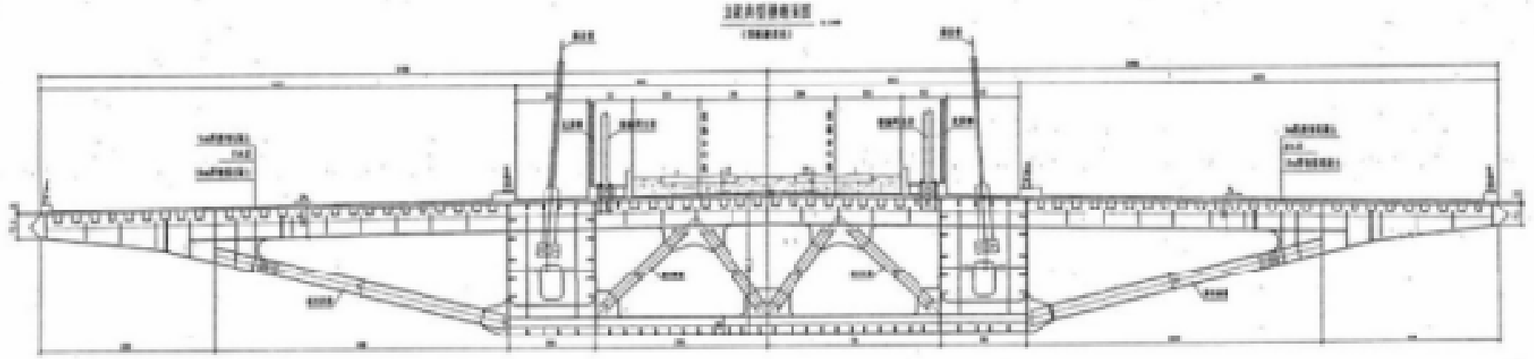
0型梁段为中塔处塔梁墩固结段，梁段长46.0m，梁段重2220t（不含中塔T0节段)。0'型梁段为边塔处塔梁固结段，梁段长46.0m，梁段重1760t（不含边塔T0节段)。Ⅰ型、Ⅱ型、Ⅲ型梁段为标准梁段，梁段长24.0m，梁段最重680t（不含拼接板等)。Ⅳ型～Ⅶ型梁段为边跨梁段，其中Ⅳ型梁段长36.0m，梁段重1090t；Ⅵ型梁段长24.0m，梁段重712t。Ⅷ型梁段为主跨合拢段，梁段长6.0m。

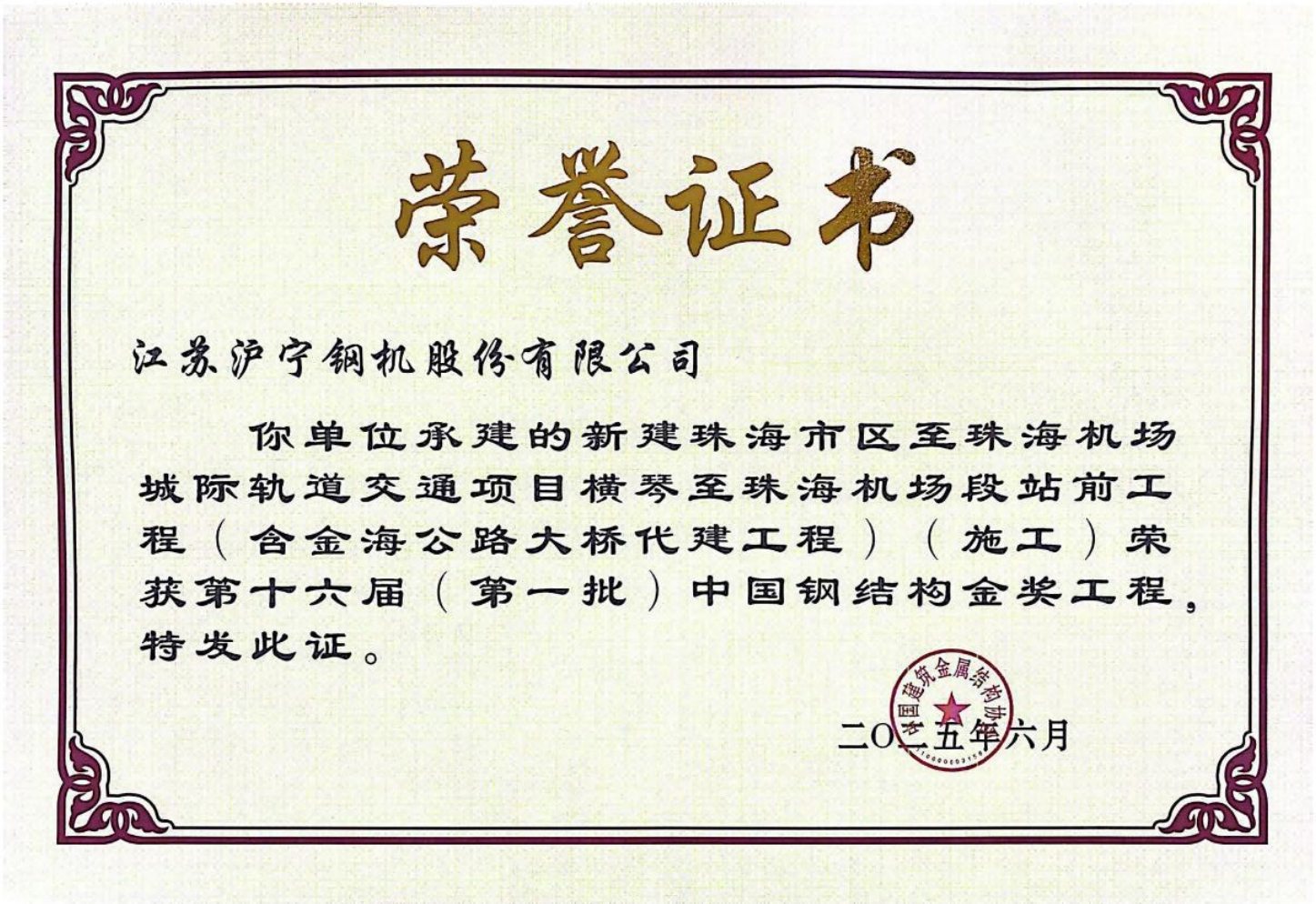
4.2 钢箱梁一般构造

钢箱梁顶宽49.6m，底宽17.6m，挑臂长16.0m，梁高4.676m(横断面中心处内高)。主箱采用单箱三室截面，顶板横向设2%的“人”字横坡，底板水平。

设　　计	黄纳新	中铁第四勘察设计院集团有限公司 CHINA RAILWAY SIYUAN SURVEY AND DESIGN GROUP CO.,LTD.	图　号	珠机城际轨道(图)-9-Ⅱ-
复　　核		新建铁路 珠海市区至珠海机场城际轨道交通工程 唐芬至珠海机场段施工图 金海特大桥主跨3×340m钢箱混凝斜拉桥 设计说明（一）	比　例	--
专业设计负责人			日　期	2018 年 3 月
总工程师			第　　张　共　　张	







荣誉证书

江苏沪宁钢机股份有限公司

你单位承建的新建珠海市区至珠海机场城际轨道交通项目横琴至珠海机场段站前工程（含金海公路大桥代建工程）（施工）荣获第十六届（第一批）中国钢结构金奖工程，特发此证。

二〇二五年六月

业绩 2：G3 铜陵长江公铁大桥南岸钢梁加工制造专业分包工程

项目名称	G3 铜陵长江公铁大桥南岸钢梁加工制造专业分包工程
项目所在地	安徽省铜陵市郊区
发包人名称	中铁大桥局集团有限公司
合同价格	19364.122264 万元
竣工日期或计划竣工日期	2025 年 7 月 27 日
承担的工作	钢结构工程
工程质量	合格
项目描述	我司履约范围为完成 G3 铜陵长江公铁大桥南岸主桥钢梁厂内加工制造、防腐涂装、运输、现场焊接及涂装(含成桥涂装)；钢锚梁及钢牛腿厂内加工制造、防腐涂装、运输；塔冠厂内加工制造、防腐涂装、运输、现场焊接及涂装。 **目前该项目已按要求完成履约。该项目含特大桥 3 座。**

中标通知书

G3 铜陵长江公铁大桥中标通知书

中标通知书

江苏沪宁钢机股份有限公司：

你方于 2022 年 8 月 18 日所递交的 G3 铜陵长江公铁大桥项目钢梁加工制造专业分包招标（G3 铜陵-LWCG-025）包件 2 的投标文件已被我方接受，被确定为中标人。

中标价：不含增值税 171,363,913.84 元，增值税率 13%。

请你方在接到本通知书后的 30 日内到安徽省铜陵市郊区 G3 铜陵长江公铁大桥项目经理部与我方签订合同，在此之前如招标文件规定需要交纳履约保证金的请向我方提交。

特此通知。

招标人：中铁大桥局集团有限公司

G3 铜陵长江公铁大桥项目经理部

2022 年 9 月 2 日

编号：G3 铜陵 II（建设）字（2022）-041-041

正本

G3 铜陵长江公铁大桥

南岸钢梁加工制造专业分包合同

工程承包人：中铁大桥局集团有限公司 G3 铜陵长江公铁大桥项目经理部二分部

工程分包人：江苏沪宁钢机股份有限公司

签订地点：安徽省铜陵市郊区

签订日期：　　年　　月　　日

南岸钢梁加工制造专业分包合同

工程承包人：中铁大桥局集团有限公司 G3 铜陵长江公铁大桥项目经理部二分部（以下简称甲方）

工程分包人：江苏沪宁钢机股份有限公司（以下简称乙方）

依照《中华人民共和国民法典》、《中华人民共和国建筑法》及有关法规、规章规定，遵循平等、自愿、公平和诚实信用的原则，双方就 G3 铜陵长江公铁大桥的南岸钢梁加工制造专业分包事项，经甲乙双方协商一致，签订本合同。

第一条 乙方资质、注册情况及纳税身份情况

1.1 统一社会信用代码：91320200714090 44XY

1.2 建筑业企业资质证书：

资质证书编号：D232292125

发证机关：江苏省住房和城乡建设厅

资质专业及等级：钢结构工程专业承包壹级

复审时间及有效期：2023 年 10 月 28 日

1.3 中国钢结构制造企业资质证书：

资质编号：中钢构（制）-T011

发证部门：中国钢结构协会

有效期：2026 年 12 月

1.4 安全生产许可证：

安全生产许可证编号：（苏）JZ 安许证字[2005]020078

许可范围：建筑施工

有效期：2025 年 7 月 21 日

1.5 分包企业准入资格证：

准入证号：ZYFB-20210301-00026

年检记录：2021 年 11 月 4 日

1.6 乙方为：一般纳税人。

第二条 工程概况

2.1 分包工程名称：G3 铜陵长江公铁大桥南岸钢梁加工制造；

2.2 分包工程地点：安徽省铜陵市郊区；

2.3 分包工程范围：完成 G3 铜陵长江公铁大桥南岸主桥钢梁厂内加工制造、防腐涂装、运输、现场焊接及涂装（含成桥涂装）；钢锚梁及钢牛腿厂内加工制造、防腐涂装、

运输；塔冠厂内加工制造、防腐涂装、运输、现场焊接及涂装。

2.4 分包工作内容：（具体见附件一《工程量清单》）

（1）钢梁加工制作：原材料卸货、加工场地加工制造（含辅助材料采购、吊点的设置与焊接）、预拼、涂装、试验检测、钢梁厂内称重、装卸、运输、现场焊接及成桥涂装(含焊缝打磨、涂装及破损修补、最后一道面漆涂装)、预留及预焊件施工等全部工作内容。

（2）钢锚梁及钢牛腿加工制作：原材料卸货、加工场地加工制造（含辅助材料采购、吊点的设置与焊接）、预拼、涂装、试验检测、装卸、运输等全部工作内容。

（3）塔冠加工制作：原材料卸货、加工场地加工制造（含辅助材料采购、吊点的设置与焊接）、预拼、涂装、试验检测、装卸、运输、现场焊接及涂装(含焊缝打磨、涂装及破损修补、最后一道面漆涂装)等全部工作内容。

2.5 分包工程数量：（具体见附件一《工程量清单》）。

附件一《工程量清单》中的数量为合同数量，仅作为双方签订合同的依据，实际结算数量以设计图纸和技术交底为基础，并以乙方实际完成、依据《工程量清单》中的计量规则由甲方工程技术人员收方、技术负责人审核签认、预算合同人员复核、监理和发包人认可的合格工程数量为准。工程量清单的任何错误和遗漏，不能免除乙方根据合同规定的义务和按图纸、规范履行合同的责任。乙方承诺：甲方有权根据施工需要调整乙方承包范围内的施工项目和施工数量，乙方不得因此而提出索赔。

2.5 乙方在签订本合同前履约保证金选择以下第（2）种方式缴纳：

（1）乙方应于签订本合同前向甲方缴纳合同总价 5%的现金作为履约保证金；

（2）乙方应于签订本合同前向甲方提供合同总价 10%的银行保函作为履约保证金。

履约保函的有效期至分包工程经本项目发包人竣工验收全部合格后 30 日止。

乙方提供的履约担保有效期不得早于合同约定的履约截止日期，若乙方在履约担保有效期内无法履约完成，乙方须在履约期限届满前向甲方提供新的履约担保或延长原履约担保的有效期至实际履约完成之日，由此增加的费用由乙方承担。

第三条 分包合同价款

3.1 不含增值税合同总价：暂定为 171363913.84 元（大写：人民币壹亿柒仟壹佰叁拾陆万叁仟玖佰壹拾叁元捌角肆分），本合同约定的不含增值税价格不因国家增值税税率变化而变化。若因国家税务政策变化导致增值税率调整，不含增值税价不变，具体税金以变更后的税率计算。

含增值税合同总价：暂定为 193641222.64 元（大写：人民币壹亿玖仟叁佰陆拾肆

万壹仟贰佰贰拾贰元陆角肆分）。增值税税率为13%，增值税：22277308.80元（大写：人民币：贰仟贰佰贰拾柒万柒仟叁佰零捌元捌角整）。

此价格仅为双方签订合同时暂定价格，最终结算以《工程量清单》（附件一）所列细目的单价和施工图范围内实际完成的合格工程数量为准。（以上单价和工程数量需经甲方认可。）

3.2 分项单价：见附件一《工程量清单》。

3.2.1 本合同为综合固定单价合同。在合同履行过程中，甲乙双方不得以任何理由要求调整本合同不含增值税单价。

3.2.2 本合同单价是按总包合同质量标准实施和完成本合同《工程量清单》所列项目所有工作内容的综合单价，除《工程量清单》中注明的以外各项目合同单价中已包含了乙方为完成各项目需要的劳务、机械设备、辅助材料及配件、水电气、安装、缺陷修复、管理费、利润、环保、文明施工、调遣（进出场）、临时工程的建设与拆除、治安管理等费用，动力费用（燃油、电力等）；材料、设备二次倒运费用；天气原因、征地拆迁导致窝工费用与机械设备进出场费用；工料机涨价引起的风险费用；测量复核引起的临时停工费用；建设单位、监理等检查引起的停工费用；各类社会保险及伤害险等保险费用；甲供材料、周转料、机械设备的看护费用；原材料损耗费用及检测试验原材料成本费用；第三方配合费或其他在施工中需要乙方配合的费用，以及合同明示或暗示的所有责任、义务和一般风险等；不含甲供材料费用。

3.2.3 增值税单独计列。

3.2.4 因变更设计或其他原因增减的工作项目和数量按照双方确认的固定综合单价办理。单价中未列明的项目，由双方另行签订补充协议；未列明的工作项目乙方未签认的，比照《工程量清单》中相类似细目进行组价。

第四条 合同工期

4.1 合同工期总日历天数为：850日历天。

4.2 合同开工日期：以甲方书面通知为准。

4.3 分项工程阶段性工期：

焊评、制规、各项准备完成	钢梁			钢锚梁	塔冠	备注
	首制件验收	首节段进场	末节段进场	首件进场	首件进场	
2022/11/20	2023/2/20	2023/4/20	2024/7/1	2023/1/1	2024/10/1	南岸

说明：以上时间为暂定时间，具体供货时间以甲方书面通知为准。

联系电话：027-84596411

乙方送达地址：江苏省宜兴市张渚镇白家村 188 号（沪宁钢机）

联系人：吴雪海

联系电话：13515160327

电子邮箱：13515160327@139.com

23.6 双方对本合同条款均已完全理解，对履行本合同可能存在的各项风险包括工程停建、工期变更、资金周转、自然条件变化、征地拆迁滞后、图纸迟延等均已充分判断，乙方签订本合同则视为自愿承担可能存在的各种风险。

23.7 油漆和涂装由乙方会同业主、监理、甲方认可的供应商（单位）与乙方签订合同。费用含在投标人的合同单价中。

23.8 未尽事宜由双方在合同执行过程中协商，并签署补充协议书。

23.9 本合同从双方签字并盖章之日起生效，甲乙双方履行合同全部义务，竣工结算价款支付完毕，乙方向甲方交付竣工的分包工程后，本合同即告终止。分包合同的权利义务终止后，双方应遵循诚实信用原则，履行通知、协助、保密等义务。

23.10 本合同正本贰份，具有同等效力，由双方分别保存壹份。本合同副本陆份数，甲乙双方各执叁份。

附件一 《工程数量清单》

附件二 《甲方供应材料清单》

附件三 《甲方供应机械设备和周转材料清单》

附件四 《乙方投入主要机械设备一览表》

附件五 《乙方主要管理人员名单》

附件六 乙方营业执照、税务登记证、资质等级、安全生产许可证、经公证的法人授权委托书等资料加盖公章的复印件。

附件七 《安全质量责任书》

附件八 《安全质量承诺书》

附件九 《安全质量环保协议书》

附件十 《廉政合同》

附件十一 《文明施工合同》

附件十二 《农民工工资支付承诺书》

本合同规定的其他附件

甲方：（盖章）

住所地址：武汉市汉阳大道[illegible]号

法定代表人：

委托代理人：

电话：027-84596442

纳税人识别号：91420100177685789E

开户银行：建行武汉大桥支行

账号：42001218074050001390

乙方：（盖章）

住所地址：江苏省宜兴市张渚镇百家村

法定代表人：

委托代理人：

电话：0510-87309728

纳税人识别号：9132020071409044XY

开户银行：中国银行股份有限公司宜兴张渚支行

账号：528758199385

G3 铜陵长江公铁大桥

（公路引桥及接线段、公铁合建段公路桥面及交安设施）

公路工程交工验收证书

交工验收时间：2025 年 7 月 24 日　　合同段交工验收证书第 001 号

工程名称：G3 铜陵长江公铁大桥	合同段名称及编号：G3 铜陵长江公铁大桥项目工程	
项目法人：铜陵市综合交通投资集团有限公司	设计单位：中铁大桥勘测设计院集团有限公司	
施工单位：中铁大桥局集团有限公司	监理单位	铁科院（北京）工程咨询有限公司
		合肥工大建设监理有限责任公司

本合同段主要工程量：

本合同段线路全长 11.877 公里，江北侧公路引桥及接线工程主线长 5799.5 米，公铁合建段长 2682.2 米，江南侧公路引桥及接线工程主线长 3395.6 米，建设内容含路基工程（含涵洞）、路面工程、桥梁工程、绿化工程、声屏障工程、交安工程、机电工程及房建工程。共有桥梁 19 座，其中特大桥 3 座、大桥 3 座；涵洞及通道 17 道；互通立交 2 处；服务区 1 个；收费站 2 个（含房建工程）。

合建段主要工程数量：路面工程：沥青 83945m²；主桥钢护栏 6020 米；声屏障 1272 米。

公路引桥及接线段主要工程数量：路基工程（不含保通工程）：填方 1884493 方，挖方 1376804 方。涵洞工程：盖板涵 9 道，箱涵 8 道。路面工程（不含保通工程）：水泥稳定碎石 320846.2m²，沥青 387132.3m²。桥梁工程：钻孔桩 1376 根，承台 113 个，桩顶系梁 423 个，墩间系梁 395 个，桥墩 968 个，盖梁 441 个，预制箱梁 2154 片，现浇箱梁 87 孔。绿化工程：乔木 5300 株，灌木 285622 株，植草 316462.5m²。声屏障工程：2146.5 米。交安工程：波形护栏 24484 米，标线 31711m²，轮廓标 3945 个，防眩板 8395 道，标牌 187 个，突起路标 5632 个。机电工程 1 项（通信、监控、收费）。房建工程总面积 14589.57m²。

本合同段价款	原合同	193566 万元	实际	未决算
本合同段工期	原合同	1461 天	实际	

对工程质量、合同执行情况的评价、遗留问题、缺陷的处理意见及有关决定（内容较多时，可用附件）

一、工程质量评价

施工单位质量保证体系完整，路基、路面、桥梁、绿化、声屏障、交安、机电及房建等工程质量满足设计、合同、标准及验收规范要求;结构物内实外美，外观质量满足规定要求;自检资料齐全，数据真实可靠、满足验收规范要求。合同段工程质量评定合格。

二、合同执行情况

合同工程管理规范，承包人管理制度健全，质量保证体系完整。施工过程中，严格按照有关法律、法规、规范、设计及合同文件的要求履行义务，对本工程的安全、质量、进度、文明施工、环保等方面进行了全面管理，合同执行良好，合同工作内容已全部完成。

三、遗留问题、缺陷处理意见及有关决定:无。

施工单位意见：

本合同段约定的各项施工内容已全部完成，工程质量自检评定合格，交工验收前完成的各项工作均符合《公路工程竣(交)工验收办法实施细则的通知》(交公路发〔2010〕第65号)、《安徽省公路水运工程质量监督管理实施细则》(厅皖交建〔2021〕198号)及有关文件要求，特向建设单位申请交工验收。

施工单位法人代表或授权人（签字）：　　单位盖章：

2021 年 7 月 24 日

公路引桥及接线段监理单位对有关问题的意见：	公铁合建段监理单位对有关问题的意见：
同意交工验收	同意交工验收
监理单位法人代表或授权人（签字）： 单位盖章： 2021 年 7 月 24 日	监理单位法人代表或授权人（签字）： 单位盖章： 2021 年 7 月 24 日

设计单位意见：

同意交工验收。

设计单位法人代表或授权人（签字）：　　单位盖章：

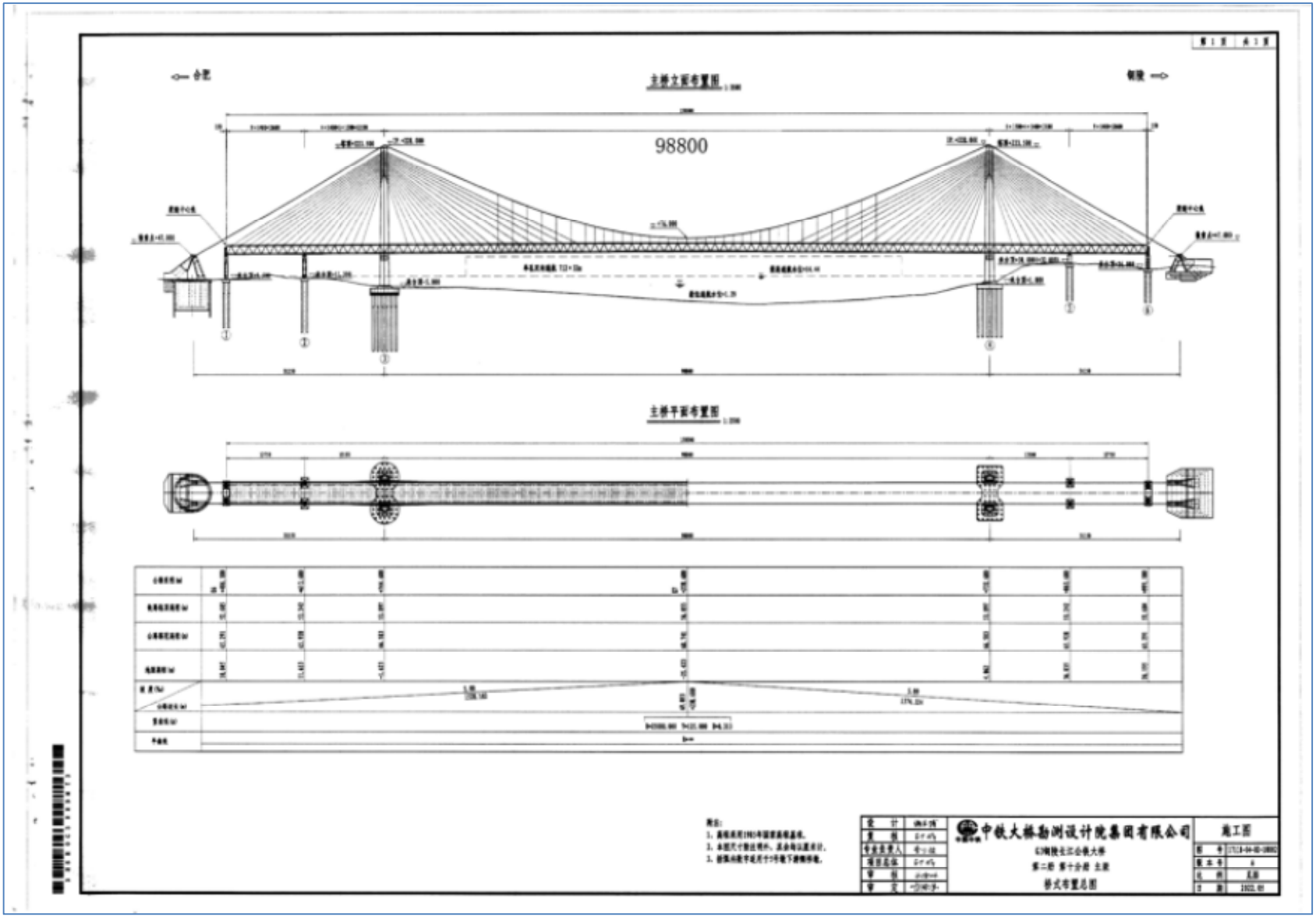
2021 年 7 月 24 日

项目法人意见：

项目法人代表或授权人（签字）：　　单位盖章

2021 年 7 月 24 日

图纸证明



3、意向合作协议书

意向合作协议书

甲 方：上海隧道工程有限公司

乙 方：江苏沪宁钢机股份有限公司

鉴于甲方拟参与 河套深港科技创新合作区西面跨河连接桥（深圳段）建设工程和（香港段）建设工程施工 项目投标，为确保其中标后工程所用钢结构稳定供应，以推动中标项目顺利实施。经双方友好协商，就本项目钢结构供应达成以下合作协议：

一、若甲方中标，在符合甲方采购程序的前提下，将优先采购乙方产品，与乙方签字正式采购合同，价格双方协商不高于市场价格。

二、乙方承诺：

（1）承诺具有不低于3000吨/月的钢结构加工能力，可为本项目在5个月内完成不低于6000吨的钢结构加工(包含图纸深化，钢板备料、钢结构工厂制作和运输) 。

（2）认真阅读了本项目招标文件，配合甲方向建设单位提供相关分包资格证明材料，如签订采购合同将根据项目具体需求及供应要求，按时、保质、保量做好结构的供应任务，提供最优质的服务，积极配合施工现场安排，保障施工顺利推进。乙方充分了解建设方及甲方对钢材的各项要求，遵循建设方及甲方各项规定。

三、其他未尽事宜，由双方协商解决。

四、本协议书经双方法定代表人（或授权代表）签字（或盖章）并加盖公章后生效，至中标项目工程结束时止，如果甲方牵头单位未能中标，本协议自动失效。

五、本协议共计贰份，双方各执壹份。

甲方名称：上海隧道工程有限公司（盖单位章）

代　　表：（签字或盖章）

乙方名称：江苏沪宁钢机股份有限公司（盖单位章）

代　　表：（签字或盖章）

日　　期：2026 年 05 月 27 日

4、投入钢结构加工厂承诺书

附：拟投入钢结构加工厂承诺书

（格式仅供参考）

致：深圳市交通公用设施建设中心

若我方有幸中标，我方承诺按照《拟投入钢结构加工厂情况表》为本项目配置钢结构加工厂，且该钢结构加工厂承诺在中标后为本项目在5个月内完成不低于6000吨的钢结构加工（包含图纸深化，钢板备料、钢结构工厂制作和运输）。

承诺人：上海隧道工程有限公司、上海隧道工程股份有限公司

时间：2026 年 05 月 28 日