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CERTIFIED TRUE COPY

SUPPLEMENTAL AGREEMENT

TO Additional Work carried out after Contract period.

HOSPITAL AUTHORITY
CONTRACT NO. SSA392

FOR THE

CONSTRUCTION OF CANCER CENTRE
PRINCE OF WALES HOSPITAL,
NEW TERRITORIES
(PROJECT NO. PRI92-001)

THE HOSPITAL AUTHORITY

AND

HSIN CHONG CONSTRUCTION CO. LTD.

SUPPLEMENTAL AGREEMENT

This supplemental Agreement is made and entered into this 3rd day of May 1994 between the Hospital Authority (hereinafter called "the Employer") of the one part and Hsin Chong Construction Co. Ltd. of 4/F & 5/F, Devon House, 979 King's Road, Quarry Bay, Hong Kong (hereinafter called "the Contractor") of the other part and is supplemental to an agreement known as Hospital Authority Contract No. SSA392 made and entered into by the parties hereto on 3rd August 1993 (hereinafter called "the Contract") for the construction of Cancer Centre at Prince of Wales Hospital, Shatin, New Territories (Project No. PRI92-001).

WHEREAS the Employer is desirous of having the additional works described below in this Supplemental Agreement (hereinafter called "the Additional Work") executed, completed and maintained in accordance with the terms and conditions as set out below in this Supplemental Agreement and in accordance with the Specification Terms and Conditions of the Contract.

NOW THE PARTIES AGREE AS FOLLOWS :-

1. Consideration

1.1 For a lump sum consideration of HK\$2,923,845.75 the Contractor shall execute, complete and maintain the Additional Work to the satisfaction of the Architect of the Contract, Chief Architect/6 of Architectural Services Department (hereinafter called "the Architect"), in accordance with the Specification of the Contract, the terms and conditions of the Contract and the terms and conditions of this Supplemental Agreement.

1.2 The above consideration is a fixed price and will not be adjusted due to fluctuation of labour rate, material rate or exchange rate between Hong Kong currency and any other currency.

+ Summary of Price for the Additional Work. } for valuing V.C.
+ Schedule of Rates.

S.A.
(cc) 6.

2. Extent of Work (Description of Works)

2.1 The extent of the Additional Work is fully described in the Contractor's quotation for 2/F Further Expansion Works dated 18 February 1994 of reference 205/SL/QS/1150 together with its Appendices A to K (hereinafter called "The Quotation") as annexed. It is hereby expressly agreed that the Quotation shall be used for the purpose of establishing the extent of the Additional Work. No adjustment to the lump sum consideration prescribed by clause 1.1 of this Supplemental Agreement shall be allowed for any errors, mistakes or omissions made in the Quotation.

3. Commencement and Time for Completion

3.1 The Contractor shall commence the Additional Work on the day following the Date of Completion of Works of the Contract in accordance with clause 53 of the General Conditions of Contract of the Contract and shall thereupon regularly and diligently proceed with the same and shall complete the same within 90 calendar days from the date of commencement (Sundays and public holidays included).

3.2 The Employer shall give to the Contractor possession of the Site of the Additional Work for commencement on or before 1st August 1994.

4. Terms of Payment

4.1 On monthly basis the Contractor shall deliver to the Surveyor of the Contract (hereinafter called "the Surveyor") a statement showing the estimated value of the Additional Work completed and within 21 days of the date of delivery of the said statement the Surveyor shall value and certify and within a further 21 days the Employer shall pay to the Contractor after deducting previous payments on account, if any, and any other sum deductible by the Employer under the Contract the sum which in the opinion of the Surveyor is due, the estimated value of the Additional Work executed provided that the total certified sum shall be adjusted by the Surveyor to take into account, the deduction of 10 percent as Retention Money for the Additional Work.

4. Terms of Payment (Cont'd)

4.2 Within 21 days of the date of issue by the Architect of the Certificate of Completion of the Additional Work, the Surveyor shall issue a certificate for the payment of one moiety of the total amounts as retained as Retention Money for the Additional Work and subject to Clause 83 of the General Conditions of Contract of the Contract, the Employer shall pay such portion of the Retention Money to the Contractor within 21 days of the date of such certificate.

4.3 Within 14 days of the date of issue by the Architect of the Maintenance Certificate of the Additional Work, the Surveyor shall issue a certificate for the payment of the residue of the Retention Money for the Additional Work and subject to Clause 83 of the General Conditions of Contract of the Contract, the Employer shall pay such residue to the Contractor within 21 days of the date of such certificate.

5. Maintenance Period

5.1 The Maintenance Period for the Additional Work shall be 12 months from the date of Completion of the Additional Work. The Contractor shall carry out maintenance work including any work of repair or rectification and make good any defects, shrinkages or other fault at his own expense, which are due to materials or workmanship not in accordance with the Contract and this Supplemental Agreement or typhoon(s) occurring before Completion of the Additional Work, as soon as possible and in any event before the expiry of the Maintenance Period.

6. Liquidated Damages for Delay

6.1 If the Contractor fails to complete the Additional Work within the time for completion prescribed by Clause 3.1 of this Supplemental Agreement or such extended time as may be determined in accordance with Clause SCC10 of Special Conditions of Contract of the Contract, then the Employer shall be entitled to recover from the Contractor liquidated damages at a rate of HK\$2,700.00 per calendar day of delay, and may but shall not be bound to deduct such damages either in whole or in parts, in accordance with the provisions of Clause 83 of the General Conditions of Contract of the Contract. The payment of such damages shall not relieve the Contractor from this obligations to complete the Additional Work or from any other of his obligation under the Contract and this Supplemental Agreement.

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7. Variations

7.1 The Architect shall order any variation to any part of the Additional Work that is necessary for the completion of the Additional Work and shall have the power to order any variation that for any other reason shall in his opinion be desirable for or to achieve the satisfactory completion and functioning of the Additional Work. The Surveyor shall determine the sum which in his opinion shall be added or deducted from the lump sum consideration prescribed by Clause 1.1 of this Supplemental Agreement as a result of the variation in accordance with clause 61 of the General Conditions of Contract of the Contract.

8. Insurance and Sureties

8.1 The Contractor shall take out adequate insurance to cover his liabilities under clauses 21 and 22 of the General Conditions of Contract of the Contract in relation to the Additional Work.

9. No Other Claim

9.1 The Contractor shall have no claim upon the Employer in respect of the Contract due to the Additional Work or its effects.

10. Interpretation

10.1 In this Supplemental Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Contract.

10.2 Except as varied by this Supplemental Agreement, the terms and conditions of the Contract shall continue to bind the Employer and the Contractor in all aspects.

10.3 Where any ambiguity, discrepancy or conflict arises among this Supplemental Agreement, the Contract and the Quotation, this Supplemental Agreement shall prevail over the Contract and the Quotation, and the Contract shall prevail over the Quotation.

SIGNED, SEALED and DELIVERED for and on behalf of and as lawful attorney of the Contractor under power of attorney dated

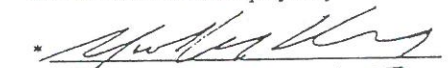
 

by * James Hie


in the presence of

* THOMAS HO, DIRECTOR
witness

SIGNED, SEALED and DELIVERED for and on behalf of the Employer by

* 

Dr EK. Yash, Chief Executive
(Name and appointment of the Officer) in the presence of

* 
witness N. KRAUNSOE (DO (CW))

*Name to be inserted in BLOCK CAPITALS