



CHEMSAIN KONSULTANT SDN BHD (130904-U)

172 Rock Road, 93200 Kuching, Sarawak, Malaysia.

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Email enquiries@chemsain.com

www.chemsain.com

Our ref: CK/EV117-104/0275/20

Date: 4 June 20120

General Manager

UNIMAS Holdings Sdn Bhd

Level 6, UNIMAS City Campus, Lot 77

Section 22, KTL D, Jalan Tun Ahmad Zaidi Adruce

93150 Kuching, Sarawak

Attn: Mr. Andrew Alek Tuen

Dear Sir,

**PROJECT: PROPOSED NEW LAWAS AIRPORT, LIMBANG DIVISION, SARAWAK
FEASIBILITY STUDY OF NEW SITE AT SUNDAR**

Subject: Appointment for Bird Strike Assessment

We, Chemsain Konsultant Sdn Bhd (CKSB) would like to officially appoint your goodself ("Consultant") to participate in the above feasibility study.

A. SCOPE OF WORK: BIRD STRIKE ASSESSMENT

- » Determine and document bird population and migratory routes within the aircraft landing and takeoff path (5 site options).
- » Determine bird attraction areas/features/diversity and other bird strike hazards within and around the airport sites (5 site options).
- » Assessment of probability of bird strike risk potential during the airport operation.

A copy of the project location and site options is attached/

B. WORK MEETINGS / PRESENTATION

Chemsain Konsultant Sdn Bhd shall inform the Consultant and the Consultant is expected to be present at relevant meetings/presentation as required.

C. REPORT SUBMISSION DEADLINE

Consultant to submit report by:

- **13 July 2020 (Interim Report);**
- **10 August 2020 (Draft Final Report); and**
- **7 September 2020 (Final Report)**



D. FEES

- Professional Fees: **RM 16,000.00 (Ringgit Malaysia Sixteen Thousand Only).**

Note:

- 6% Government Service Tax of Professional fee as stated above shall be borne by CKSB.
- Please furnish us all the original invoices / bills / tickets for field expenses to facilitate our claims later.

E. TERMS OF PAYMENT

CKSB shall make payment to the Consultant based on back-to-back basis with payment received from our client pursuant to the terms of payment as stated below:

- 60% upon submission of draft report to Client
- 40% upon acceptance of the final report by Client

F. OTHER MATTERS

It is the responsibility of the Consultant to notify in writing (at any point of time during this assignment) to CKSB of any findings that may affect the study or the Proposed Project as a whole.

Except with the prior written approval of CSKB, the Consultant shall not assign or transfer the benefits or obligations of this Agreement or any part thereof nor engage any other company or independent consultant to perform any part of the Study.

The Consultant shall carry out the services with due diligence and efficiency and in conformity, with administrative and financial practices.

Except with the prior written consent of CKSB, the Consultant and/or Personnel shall not at any time communicate to any person or body or entity any confidential information disclosed to the Consultant and/or the Personnel for the purpose of the Study or discovered by the Consultant and/or the Personnel in the course of the Study nor shall the Consultant and/or the Personnel make public any information as to the recommendations, assessments and opinions formulated in the course of or as a result of the Study nor shall the Consultant and/or the Personnel make or cause to be published any material whatsoever relating to the Study. This clause shall survive the expiration or termination of this Agreement.

All reports and relevant data such as maps, diagrams, plans, drawings, statistics and supporting records or materials compiled or prepared in the course of the Study ("Reports and Records") including drafts shall be confidential and shall be absolute property of CKSB throughout their preparation and at all times thereafter with an unlimited right of access by CKSB, its employees or professional advisers to such Reports and Records. The Consultant shall deliver all the Reports and Records to CKSB upon completion of this Agreement including any information stored in any computer, word processor computer or diskette or



other device (whether electronic or otherwise). The Consultant may retain a copy of such data for its own record but shall not use the same for purposes unrelated to this Agreement without the prior written approval of CKSB. CKSB shall be entitled to make use of all Reports and Records for other projects without any charge or payments.

Copyright in the Reports and Records including drafts shall vest in CKSB.

The Consultant shall take out and maintain at its own expenses adequate insurance against loss of damage to equipment purchased (in whole or in part) for the purposes of this project.

CKSB undertakes no responsibility in respect for any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel or sub-contractors and specialists associated with the Consultant for the purpose of the Study nor for such members of the family of any such person.

The Consultant shall indemnify CKSB against any claim for damage to life and property that may arise during the performance of the Study and shall take out the necessary insurance cover in this connection at the Consultant's own expense.

The Consultant shall undertake responsibility in respect of life, health, accident and travel of its employees, personnel of sub-contractors or specialists associated with the Consultant for the purpose of carrying out the Study, for the dependants of any such persons as may travel to or from Malaysia, and shall take out at the Consultant's own expense all such life, health, accident and travel insurance in respect of such persons (including their dependants) as may be necessary and desirable.

The Consultant shall upon request by CKSB produce to CKSB for inspection the insurance policies referred to this Clause.

Notwithstanding any provision in this Agreement, CKSB may terminate this Agreement at any time by giving two (2) weeks' notice and without assigning any reason and shall pay such charges due to the Consultant up to the date of termination.

The Consultant shall immediately notify CKSB in writing of any situation or of the occurrence of any event beyond the reasonable control of the Consultant which makes it impossible for the Consultant to carry out its obligations thereunder.

G. PERSON-IN-CHARGE

The personnel from CKSB, coordinating the Project is **Mr. Benji Ak Jihen**. He can be contacted at 082-548366 or at email: benji.jihen@chemsain.com.

H. ACCEPTANCE

If the above terms and conditions are acceptable to you, please sign and return the acceptance copy of the letter attached.



Should you require any further information, feel free to contact us. Thank you.

Yours faithfully,
for Chemsain Konsultant Sdn Bhd


Ir. Brian Chong
Senior Director



To:

CHEMSAIN KONSULTANT SDN BHD

172, Rock Road,
93200 Kuching, Sarawak.
Tel: 082 – 548366
Fax: 082 – 548388 / 548399

Attn: Ir. Brian Chong

**PROJECT: PROPOSED NEW LAWAS AIRPORT, LIMBANG DIVISION, SARAWAK
FEASIBILITY STUDY OF NEW SITE AT SUNDAR**

Subject: Acceptance of Appointment

I, the undersigned hereby acknowledged my acceptance of this appointment for **Bird Strike Assessment** with the terms and conditions as set forth in the Letter of Appointment ref. CK/EV117-104/0275/20 dated 4 June 20120.

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Name:

IC. / Passport No.:

Designation:

Date:

Payee Account Details

Account Holder Name:

Business Registration No. **OR** NRIC No. :
** Similar or Identical with the Bank's record*

Name of Bank:

Bank Account No:

Project Code: CK/EV117-104/20