

Section 68 of the Competition Act (Cap. 50B)

Notice of Infringement Decision issued by CCCS

Infringement of the section 34 prohibition in relation the provision of maintenance services for swimming pools, spas, fountains and water features

14 December 2020

Case number: CCCS 500/7003/17

Confidential information in this Notice is denoted by square parenthesis [⌘].

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EXECUTIVE SUMMARY

1. The Competition and Consumer Commission of Singapore (“CCCS”) is issuing an Infringement Decision (“ID”) against the undertakings listed in paragraph 2 below for their participation in anti-competitive bid-rigging agreements and/or concerted practices involving price fixing and market sharing in relation to the provision of maintenance services for swimming pools, spas, fountains and water features for the tenders conducted by privately-owned developments, including but not limited to condominiums and hotels, in Singapore, that infringe section 34 of the Competition Act (Cap. 50B)(“Act”).
2. The ID is addressed to the undertakings (each a “Party” and together the “Parties”) set out below:
 - (i) CU Water Services Pte. Ltd.;
 - (ii) Crystalene Product (S) Pte. Ltd.; and
 - (iii) Crystal Clear Contractor Pte. Ltd.
3. CCCS finds that the Parties had entered into bilateral agreements and/or concerted practices to bid-rig tenders conducted by privately-owned developments, including but not limited to condominiums and hotels, in Singapore. The first tender affected by the bilateral bid-rigging agreement and/or concerted practice between CU Water Services Pte. Ltd. and Crystalene Product (S) Pte. Ltd. was on 13 August 2008 with the last tender affected being on 29 May 2017. The first tender affected by bilateral bid-rigging agreements and/or concerted practices between CU Water Services Pte. Ltd. and Crystal Clear Contractor Pte. Ltd was on 20 August 2011 with the last tender affected being on 16 June 2017. The Parties’ conduct is contrary to the principle that each undertaking must determine independently the commercial policy it intends to adopt on the market.
4. CCCS is imposing on each of the Parties penalties of the following amounts: CU Water Services Pte. Ltd. – S\$308,680; Crystalene Product (S) Pte. Ltd. – S\$41,541; and Crystal Clear Contractor Pte. Ltd – S\$68,793 for their infringements of the Act. In determining the penalty amount, CCCS has taken into consideration the seriousness of the infringement as well as the relevant aggravating and mitigating factors, where applicable. CCCS has also granted a leniency and fast track discount to Crystalene Product (S) Pte. Ltd. and Crystal Clear Contractor Pte. Ltd.

CHAPTER 1: THE FACTS

A. The Parties

(i) *CU Water Services Pte. Ltd.*

1. CU Water Services Pte. Ltd. (“CU Water”) is a limited exempt private company incorporated on 9 April 2002. It provides maintenance and cleaning services for swimming pools, spas and fountains. It is also a building construction company. CU Water’s turnover for the financial year ending 31 July 2016 was S\$[REDACTED].¹ CU Water is 100% owned by Mr. Goh Hang Kee (“Goh Hang Kee”), who has been a Director of CU Water since 9 April 2002.² Mr. Teh Wee Yap (“Teh Wee Yap”) (also known as Jeffrey Teh), a Service Manager, Ms. Goh Chen Ling (“Goh Chen Ling”), an Operations Manager, and Ms. Goh Jenn Ci (“Goh Jenn Ci”), an Executive Officer, are referred to in this ID. Goh Chen Ling and Goh Jenn Ci are daughters of Goh Hang Kee, while Teh Wee Yap is Goh Chen Ling’s husband and Goh Hang Kee’s son-in-law. Teh Wee Yap had the responsibility and authority to approve quotations, while Goh Chen Ling and Goh Jenn Ci were involved in preparing quotations issued by CU Water.³

(ii) *Crystalene Product (S) Pte. Ltd.*

2. Crystalene Product (S) Pte. Ltd. (“Crystalene”) is a limited exempt private company incorporated on 25 June 1986. It provides swimming pool cleaning and maintenance services. It is also a building construction company. Crystalene’s turnover for the financial year ending 31 October 2016 was S\$[REDACTED].⁴ Crystalene is 50% owned by Mr. Ng Yoke Kwong and 50% owned by Mr. Goh Eng Suan, both of whom are Directors of Crystalene.⁵ Mr. Richard Ong Hiap Chuan (“Ong Hiap Chuan”) (also known as Richard Ong), a Manager, and Mr. Ng Chun Hian (“Ng Chun Hian”), a former Manager, Ms. Mazzlia Binti Aziz (“Mazzlia”), a Designer and Ms. Azliana Binte Aris (“Azliana”), who was Crystalene’s administrative staff, are referred to in this ID. Ong Hiap Chuan currently and Ng Chun Hian previously, as Crystalene’s Managers, had the responsibility and authority to approve quotations. Mazzlia and Azliana were

¹ Information provided by CU Water to Question 2 dated 5 December 2019 pursuant to the letter issued by CCCS dated 1 November 2019.

² CU Water’s ACRA Business Profile, as at 20 December 2019.

³ Notes of Information (“NOI”) of Teh Wee Yap dated 14 November 2018, answers to Q9 and Q23; NOI of Goh Chen Ling dated 29 November 2018, answer to Q13; NOI of Goh Jenn Ci dated 22 November 2018, answer to Q8.

⁴ Information provided by Crystalene to Question 2 dated 21 November 2019 pursuant to the letter issued by CCCS dated 1 November 2019.

⁵ Crystalene’s ACRA Business Profile, as at 20 December 2019. Mr. Ng Yoke Kwong has been a director of Crystalene since 1 June 1989. Mr. Goh Eng Suan has been a director of Crystalene since 1 October 1992.

involved in preparing quotations issued by Crystalene and responding to correspondence sent to Crystalene as well as performing other work.⁶

(iii) *Crystal Clear Contractor Pte. Ltd.*

3. Crystal Clear Contractor was constituted in 1996 as a partnership and terminated on 5 September 2012. Crystal Clear Contractor Pte. Ltd. is a limited exempt private company incorporated on 1 March 2012 by shareholders who are the same persons as the partners of Crystal Clear Contractor.⁷ “Crystal Clear” in this ID refers to both Crystal Clear Contractor and Crystal Clear Contractor Pte. Ltd. It provides maintenance and cleaning services for swimming pools, spas and fountains and also plumbing, heating (non-electric) and air-conditioning services. Crystal Clear’s turnover for the financial year ending 29 February 2016 was S\$[X].⁸ Crystal Clear is 100% owned by Daiki Axis Singapore Pte. Ltd. (“Daiki Axis Singapore”). Prior to being acquired by Daiki Axis Singapore in November 2018, Mr. Teng Boon Hwee and Mr. Toh Ching Miang (“Toh Ching Miang”) were equal shareholders of Crystal Clear Pte. Ltd. Toh Ching Miang (also known as Daniel Toh), a Manager, and Ms. Teng Siew Bee (“Teng Siew Bee”), who was Crystal Clear’s administrative staff, are referred to in this ID. Toh Ching Miang had the responsibility and authority to approve quotations, while Teng Siew Bee was involved in preparing quotations issued by Crystal Clear.⁹

B. Background of the Relevant Industry and the Procurement Process

4. The Parties provide maintenance services for swimming pools, spas, fountains and other water features in privately-owned developments, including but not limited to condominiums and hotels. These maintenance services typically include the repair, replacements and maintenance of water pumps, water filtration devices, drain covers and lights used in swimming pools, spas, fountains and other water features. Maintenance services can also include cleaning services for swimming pools, spas, fountains and water features. For the purposes of this ID, “maintenance services” collectively refer to both maintenance and cleaning services provided by the Parties for swimming pools, spas, fountains and water features. The main customers of these maintenance services for the tenders that were affected by the conduct of the Parties are privately-owned developments, including but not limited to condominiums and hotels, in Singapore.

⁶ NOI of Ng Chun Hian dated 6 December 2018, answers to Q6; NOI of Azliana dated 5 December 2018, answers to Q8 and Q9; NOI of Mazzlia dated 13 December 2018, answers to Q6 and Q7.

⁷ The similarities in the constitution of Crystal Clear Contractor and Crystal Clear Contractor Pte. Ltd. are set out in paragraphs 135 to 137 below.

⁸ Information provided by Crystal Clear to Question 2 dated 21 November 2019 pursuant to the letter issued by CCCS dated 1 November 2019.

⁹ NOI of Toh Ching Miang dated 11 December 2018, answers to Q8 and Q9; NOI of Teng Siew Bee dated 13 December 2018, answers to Q8 to Q10.

5. In order to source for vendors for the maintenance of swimming pools, spas, fountains and/or water features, the Management Corporation (“MCSTs”) or managing agents of condominiums (“Managing Agents”) and hotels periodically published Invitations to Quote (“ITQ”) for these maintenance services. The specifications of an ITQ would be drafted by the MCST, Managing Agent or hotel based on the scope of work to be carried out by the vendor. The scope of work may include: i) an installation of a device (i.e. pump, filter, drain cover, light bulb or fixture etc.); ii) a repair, replacement and maintenance of a device (i.e. pump, filter, drain cover, light bulb or fixture etc.); or iii) monthly maintenance of the pool, spa, fountain or water feature which may include cleaning services.
6. Based on the scope of work, the MCST, Managing Agent or hotel would then decide on the list of vendors to be invited to bid. As most developments already have an incumbent vendor who periodically provides maintenance services, the MCST, Managing Agent or hotel may decide to ask the incumbent vendor to put in a bid for the tender and in some circumstances may ask the incumbent vendor to assist the MCST, Managing Agent or hotel to secure additional bids for the tender. The MCST’s, Managing Agent’s or hotel’s procurement requirements frequently asked for a minimum of three bids to ensure that the job is awarded to the best candidate, taking into consideration each bidder’s offerings and prices.

C. Investigations and Proceedings

7. CCCS received information that the Parties may have engaged in potential bid-rigging and/or market sharing conduct on 27 July 2017. On 20 September 2017, CCCS commenced an investigation into bid-rigging and/or market sharing conduct for the maintenance of swimming pools, spas, fountains and other water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.
8. Inspections took place on 21 November 2017 at the premises of CU Water, Crystalene and Crystal Clear. Documents and information relating to the suspected bid-rigging arrangement were obtained from the three premises, and seven interviews were conducted on site. CCCS received leniency applications from Crystal Clear and then Crystalene on 21 November 2017. CU Water did not apply for leniency.
9. After a detailed review of the documents obtained, further interviews were conducted with eight employees of the Parties in December 2018 and January 2019. On 1 November 2019, notices were sent to the Parties to obtain information regarding their

turnover under section 63 of the Act. Notices were also sent to twenty¹⁰ customers who were found to have been subject to the Parties' bid-rigging activities.

10. The interviews that were conducted by CCCS during the course of the investigation are set out in Annex A.
11. On 31 March 2020, CCCS sent each Party a notice of its Proposed Infringement Decision ("PID"). The documents in CCCS's file were made available for the Parties to inspect from 2 April 2020. Prior to the issuance of the PID, Crystalene and Crystal Clear had signed a Fast Track Agreement with CCCS. By signing the Fast Track Agreement, Crystalene and Crystal Clear, amongst other things, acknowledged their liability for infringing the Act and each of their involvement in the infringement, agreed to cooperate throughout CCCS's investigation and confirmed that they will not make extensive written representations or request to inspect the documents and evidence in CCCS's file.¹¹ Crystalene and Crystal Clear subsequently confirmed that they would not be submitting any representations to CCCS.¹² CU Water submitted written representations on 8 June 2020 and made oral representations on 24 June 2020.
12. CCCS subsequently sent notices pursuant to section 63 of the Act to CU Water on 3 July 2020, and to Crystalene and Crystal Clear on 6 July 2020, to request their latest available financial information.
13. After considering the evidence and representations received from the Parties, CCCS finds that section 34 of the Act has been infringed by each of the Parties.

CHAPTER 2: LEGAL AND ECONOMIC ASSESSMENT

14. This section sets out the legal and economic framework within which CCCS considered the information and evidence it had received during the course of its investigation.

A. The Section 34 Prohibition

15. Section 34 of the Act prohibits agreements between undertakings, decisions by associations of undertakings or concerted practices which have as their object or effect the prevention, restriction or distortion of competition within Singapore (the "section 34 prohibition").

¹⁰ The customers were selected after considering the following two criteria, first, the number of incidences of bid-rigging involving the said customer; and second, the selected customers should include the different types of properties involved, i.e. hotel, condominium, etc. The customers were [REDACTED].

¹¹ *CCCS Practice Statement on the Fast Track Procedure for Section 34 and Section 47 Cases*, paragraph 4.2.

¹² Crystal Clear's email dated 8 June 2020; Crystalene's email dated 21 July 2020.

16. In applying the section 34 prohibition, the Competition Appeal Board (“CAB”) accepted in *Pang’s Motor Trading v CCS* [2014] SGCAB 1 (“*Pang’s Motor Trading*”), that decisions from the United Kingdom (“UK”) and European Union (“EU”) are highly persuasive in interpreting the section 34 prohibition due to the similarities between section 34 of the Act and the relevant sections of their respective competition statutes, being Chapter I of the UK Competition Act 1998 and Article 101 of the Treaty of Functioning of the European Union (“TFEU”) (formerly Article 81 of the European Community Treaty (“ECT”)).¹³

B. Application to Undertakings

17. Section 2 of the Act defines “undertaking” to mean “...any person, being an individual, a body corporate, an unincorporated body of persons or any other entity, capable of carrying on commercial or economic activities relating to goods or services.” The concept of an “undertaking” in section 2 of the Act covers any entity capable of carrying on commercial or economic activities, regardless of its legal status or the way in which it is financed. Each of the Parties therefore constitutes an “undertaking” for the purposes of the Act as each of the Parties carries on commercial or economic activities relating to, amongst other things, the provision of maintenance services for swimming pools, spas, fountains and other water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.

(i) Succession of an infringing entity

18. Liability for an infringement cannot be avoided simply by reason that the original legal entity responsible for the anti-competitive conduct no longer exists. Where the original legal entity no longer exists, it is necessary to consider whether there is functional and economic continuity between the original entity and any new entity which succeeded it.¹⁴ In *Suiker Unie v Commission*¹⁵, the court found that the applicant, Suiker Unie, must be treated as the successor of the old association because it had assumed “*all the rights and liabilities*” of the latter.
19. The European Court of Justice (“ECJ”) has confirmed that restructurings, sales or other legal or organisational changes will not allow an undertaking to escape liability for competition law infringements. In *Autorita Garante della Concorrenza e del Mercato*¹⁶, the ECJ stated:

¹³ *Re Pang’s Motor Trading v Competition Commission of Singapore, Appeal No. 1 of 2013* [2014] SGCAB 1, at [33] (“*Pang’s Motor Trading*”)

¹⁴ Case IV/31.865 *PVC* [1989] OJ L74, at (42); and Joined Cases 40-48/73, 50/73, 54 -56/73, 111/73, 113/73 and 114/73 [1975] ECR-1663 *Suiker Unie v Commission* [1975] ECR 1663, at [75] to [87].

¹⁵ Joined Cases 40-48/73, 50/73, 54 -56/73, 111/73, 113/73 and 114/73 [1975] ECR-1663, at [84].

¹⁶ Case C-280/06 *Autorita Garante della Concorrenza e del Mercato v Ente Tabacchi Italiani – ETI SpA and Philip Morris* [2007] ECR I-10893.

*“...it must be noted that if no possibility of imposing a penalty on an entity other than the one which committed the infringement were foreseen, undertakings could escape penalties by simply changing their identity through restructurings, sales or other legal or organisational changes. This would jeopardise the objective of suppressing conduct that infringes the competition rules and preventing reoccurrence by means of deterrent penalties...the legal forms of the entity that committed the infringement and the entity that succeeded it are irrelevant. Imposing a penalty for the infringement on the successor can therefore not be excluded simply because...the successor has a different legal status and is operated differently from the entity that it succeeded”.*¹⁷

20. Where the undertaking that is responsible for the infringement is still in existence, it remains liable for the infringement rather than the acquirer. In the decision of *Zinc phosphate*¹⁸, the European Commission (“EC”) stated that:

*“238 When an undertaking committed an infringement...and when this undertaking later disposed of the assets that were the vehicle of the infringement and withdrew from the market concerned, the undertaking in question will still be held responsible for the infringement if it is still in existence.”*¹⁹

21. In *Re Sodium Chlorate Cartel: Uralita v European Commission*,²⁰ the European General Court (“GC”) found that liability can be attributed to the legal successor of a company found to have infringed competition law. In this regard, the GC observed that:

“61 [G]iven the nature of the infringements in question and the nature and degree of severity of the ensuing penalties, responsibility for committing those infringements was personal in nature, and a person, whether natural or legal, could be penalised only for acts imputed to it individually. In accordance with that principle, the Commission might not impute to the purchaser of a legal entity liability for that entity’s conduct prior to the purchase, such liability having to be imputed to the company itself where that company still exists...”

¹⁷ *Ibid.* at [41] and [43].

¹⁸ Case COMP/E-1/37.027 *Zinc Phosphate* [2003] OJ L153.

¹⁹ *Ibid.* at [238].

²⁰ Case T0349/08 *Re Sodium Chlorate Cartel: Uralita v European Commission* [2012] 4 CMLR 4.

62 *It is not, however, incompatible with that principle to impute to a former parent company liability for its own conduct even if that means, where that parent company has ceased to exist as a legal person after the infringement was committed, that the penalty was imposed on the purchaser, who is unconnected with the infringement...*²¹

22. In the context of this ID, CCCS is of the view that where an undertaking that engaged in the infringing conduct has been through organisational changes, such as a merger or business acquisition, this would not absolve that undertaking of liability and its economic successor would also be liable for any infringement. This is discussed in Section A of Chapter 3 below, entitled “Addressees of CCCS’s Proposed Infringement Decision”.

C. Agreements and/or Concerted Practices

(i) Agreements

23. An agreement is formed when parties arrive at a consensus on the actions each party will, or will not, take.²² “Agreement” in the context of the section 34 prohibition has a wide meaning and includes both legally enforceable and non-enforceable agreements, whether written or oral, formal or informal including so-called gentlemen’s agreements. An agreement may be reached via a physical meeting of the parties or through an exchange of letters or telephone calls or any other means. All that is required is that parties arrive at a consensus on the actions each party will, or will not, take.
24. For an agreement to exist, EU jurisprudence has emphasised that it *“is sufficient that the undertakings in question should have expressed their joint intention to conduct themselves on the market in a specific way”*.²³ Further, the fact that a formal agreement has not been reached on all matters does not preclude the finding of an agreement. In *Pre-Insulated Pipe Cartel*²⁴, the EC held:

“An agreement for the purposes of Article 85(1) may also fall well short of the certainty required for the enforcement of a commercial contract. Its exact terms may never be expressed: the fact of agreement will have to be inferred from all the circumstances. The divergent interests of the cartel members may also preclude a full consensus on all issues. One or other party may have reservations about some particular aspect of the arrangement while still adhering to the common enterprise. Some aspects may deliberately be left vague or undefined. It may be that the parties agree

²¹ *Ibid.* at [61] to [62].

²² CCCS Guidelines on the Section 34 Prohibition 2016, paragraph 2.10.

²³ Case T-7/89 SA Hercules Chemicals NV v Commission [1991] ECR II-1711, at [2].

²⁴ COMP IV/35.691/E.4 [1999] OJ L24/50, 1999 CMLR 402, at [134].

(expressly or tacitly) to adopt a common plan and that they have to meet on a continuing basis to work out the details, alter or amend it from time to time or resolve particular difficulties.

Formal agreement may never be reached on all matters. Agreements in one area may exist alongside conflicts in another. Competition may not be completely eliminated.

The participants may also show varying degrees of commitment to the common scheme. One may exercise a dominant role as ringleader. There may be internal conflicts and rivalries. Some members may even cheat. There could be outbreaks of fierce competition and even 'price wars' from time to time.

None of these elements will however prevent the arrangement from constituting an agreement/concerted practice for the purposes of Article 85(1) where there is a combination of parties with a single common and continuing objective..."

(ii) Concerted Practices

25. The ECJ in *Suiker Unie and others v Commission* set out that the concept of “concerted practice” as a form of coordination between undertakings, which, “without having been taken to the stage where an agreement properly so-called has been concluded, knowingly substitutes for the risks of competition practical cooperation between them which leads to conditions of competition which do not correspond to the normal conditions of the market, having regard to the nature of the products, the importance and number of the undertakings as well as the size and nature of the said market.”²⁵
26. The key difference between a concerted practice and an agreement is that a concerted practice may exist where there is informal cooperation, without any formal agreement or decision. A concerted practice would be found to exist if parties, even if they did not enter into an agreement, knowingly substituted the risks of competition with co-operation between them.²⁶

(iii) Necessity to conclude whether conduct is an agreement and/or a concerted practice

²⁵ Joined Cases 40 to 48, 50, 54 to 56, 111, 113 and 114-73 *Coöperatieve Vereniging “Suiker Unie” UA and others v Commission* [1975] ECR 1663. Affirmed by ECJ in subsequent case of Case C-42/92 P *Commission v Anic Participazioni SpA* [1999] ECR I-4125, at [117] to [118].

²⁶ *CCCS Guidelines on the Section 34 Prohibition 2016*, paragraph 2.18.

27. It is established law that it is not necessary for the purposes of finding an infringement, to characterise conduct as exclusively an agreement or a concerted practice. In *SA Hercules Chemicals v Commission*,²⁷ the Court of First Instance (“CFI”) (now the GC) found that Hercules had taken part in an integrated set of schemes constituting a single infringement, which progressively manifested itself in both unlawful agreements and unlawful concerted practices. As such, EC was entitled to characterise that single infringement as “*an agreement and a concerted practice*” since the infringement involved, at one and the same time, factual elements to be characterised as “*agreements*” and factual elements to be characterised as “*concerted practices*”.
28. Similarly, in *JJB Sports plc and Allsports Limited v Office of Fair Trading*²⁸ (“*JJB Sports*”), the Competition Appeal Tribunal (“CAT”) in the UK held that:

“644 *It is trite law that it is not necessary for the OFT to characterise an infringement as either an agreement or a concerted practice: **it is sufficient that the conduct in question amounts to one or the other...**”*
(Emphasis in bold added)

D. Party to an Agreement or a Concerted Practice

29. The fact that a party may have played only a limited role in setting up the agreement or concerted practice, or may not be fully committed to its implementation, or participated only under pressure from the other parties, does not mean that it is not party to the agreement or concerted practice (although these factors may be taken into account in deciding on the level of any financial penalty).²⁹
30. This is also established in EU jurisprudence. In *Sarrío v Commission*³⁰, the ECJ held that:

“50 *It must be accepted, as the Court of First Instance accepted, that participation by an undertaking in meetings that have an anti-competitive object has the effect de facto of creating or strengthening a cartel and that **the fact that an undertaking does not act on the outcome of those meetings is not such as to relieve it of responsibility for the fact of its participation***”

²⁷ Case T-7/89 *SA Hercules Chemicals NV v Commission* [1991] ECR II-1711 at [262] to [265]; See also Case C-238/05 *Asnef-Equifax v Commission* [2006] ECR I-11125, at [32].

²⁸ *JJB Sports plc and Allsports Limited v Office of Fair Trading* [2004] CAT 17 (“*JJB Sports*”) at [644], referring to Cases T-305/94 etc. *NV Limburgse Vinyl Maatschappij v Commission* [1999] ECR II-931, at [696] to [698] and Case C-49/92 P *Commission v Anic Partecipazioni* [1999] ECR I-4125, at [131] to [133]; confirmed by the UK Court of Appeal in *Argos Limited and Littlewoods Limited v Office of Fair Trading* [2006] EWCA Civ 1318 at [21].

²⁹ *CCCS Guidelines on the Section 34 Prohibition 2016*, paragraph 2.11.

³⁰ Case C-291/98 P *Sarrío v Commission* [2000] ECR I-9991, at [50].

in the cartel, unless it has publicly distanced itself from what was agreed in them...” (Emphasis in bold added)

31. In *Commission v Anic Partecipazioni*³¹, the ECJ held that:

“90 The fact that an undertaking has not taken part in all aspects of an anti-competitive scheme or that it played only a minor role in the aspects in which it did participate must be taken into consideration when the gravity of the infringement is assessed and if and when it comes to determining the fine.”

32. An agreement or concerted practice would still be caught under the section 34 prohibition even if an undertaking did not have the intention to implement or adhere to the terms of agreement.³²

E. Object or Effect of Preventing, Restricting or Distorting Competition

(i) “Object” and “Effect” Requirements are Alternative and Not Cumulative Requirements

33. Section 34(1) of the Act prohibits “...agreements between undertakings ... or concerted practices, which have as their object or effect the prevention, restriction or distortion of competition within Singapore”. In accordance with the plain reading of the section, “object” and “effect” are alternative and not cumulative requirements. This has been affirmed by the CAB where they considered the phrase “object or effect” to be disjunctive in nature.³³

34. For the purposes of establishing an infringement under section 34 of the Act, it is sufficient for CCCS to show that the object of an agreement or concerted practice is to prevent, restrict or distort competition within Singapore, with no further requirement to prove the effects of that agreement or concerted practice. CCCS’s approach is set out at paragraph 2.22 of the *CCCS Guidelines on the Section 34 Prohibition 2016* (“Section 34 Guidelines”), which states that:

“Once it has been established that an agreement has as its object the appreciable restriction of competition, CCCS need not go further to demonstrate anti-competitive effects. On the other hand, if an agreement is not restrictive of competition by object, CCCS will examine whether it has appreciable adverse effects on competition.”

³¹ Case C-49/92 P *Commission v Anic Partecipazioni SpA* [1999] ECR I-4125, at [90].

³² *Re Certain Pest Control Operators in Singapore* [2008] SGCCS 1 (“*Pest Control*”), at [120] to [128].

³³ *Pang’s Motor Trading*, at [30].

35. This is consistent with European jurisprudence which established that where the object being pursued is to prevent, restrict or distort competition, there can be an infringement even if an agreement does not have an effect on the market. In *Tréfilunion SA v Commission*,³⁴ the CFI said:

“79 ...It must be stated that non-observance of the agreed prices does not change the fact that the object of those meetings was anti-competitive and that, therefore, the applicant participated in the agreements: at most, it might indicate that the applicant did not implement the agreements in question. There is no need to take account of the concrete effects of an agreement, for the purposes of applying Article [101(1)] of the Treaty, where it appears, as it does in the case of the agreements referred to in the Decision, that the object pursued is to prevent, restrict or distort competition within the Common Market...”

36. Similarly, the ECJ has held that there can be a concerted practice even if there is no actual effect on the market: *Hüls AG v Commission*.³⁵

“163 Secondly, contrary to Hüls’s argument, a concerted practice as defined above is caught by Article 81(1) EC, **even in the absence of anti-competitive effects on the market.**

164 First, it follows from the actual text of that provision that, as in the case of agreements between undertakings and decisions by associations of undertakings, **concerted practices are prohibited, regardless of their effect, when they have an anti-competitive object.**

165 Next, although the very concept of a concerted practice presupposes conduct by the participating undertakings on the market, it does not necessarily mean that that conduct should produce the specific effect of restricting, preventing or distorting competition.” (Emphasis in bold added)

37. This is also the position taken in the UK, where in *Argos Limited and Littlewoods Limited v Office of Fair Trading* (“Argos”),³⁶ the CAT stated:

“357 However, the OFT does not in our judgment need to rely on the similarity of prices to prove its case if other evidence shows that relevant agreements or concerted practices came into existence. **It is trite law that once it is shown that such agreements or practices had the object of**

³⁴ Case T-148/89 *Tréfilunion SA v Commission* [1995] ECR II-1063, at [79].

³⁵ Case C-199/92 P *Hüls AG v Commission* [1999] ECR I-4287, at [163] to [165].

³⁶ *Argos Limited and Littlewoods Limited v Office of Fair Trading* [2004] CAT 24, at [357].

preventing, restricting or distorting competition, there is no need for the OFT to show what the actual effect was: see Cases 56 and 58/64 Consten and Grundig v Commission [1996] ECR 299, 342 and many subsequent cases". (Emphasis in bold added)

(ii) **Object of Restricting, Preventing or Distorting Competition**

38. It is well-established in European jurisprudence that the finding of an infringement by “object” is grounded in the principle that certain types of coordination between undertakings can be regarded, by their very nature as being injurious to the proper functioning of normal competition.³⁷ CCCS also takes this approach as reflected at paragraphs 2.23 and 2.24 of the Section 34 Guidelines where agreements involving the restriction of competition by object, for example an agreement involving price-fixing, bid-rigging, market-sharing or output limitations, will always have an appreciable adverse effect on competition. This is because such types of coordination between undertakings are regarded by their very nature, as being harmful to the proper functioning of normal competition.
39. The ECJ in *Cartes Bancaires*³⁸ examined the concept of an “object” infringement. The case concerned a fee structure established by the nine main members of a payment card system. The ECJ annulled the GC’s finding that the fee structure restricted competition by object (i.e. preventing the entry of new banks into the sector) on the basis that it had erred in law on the meaning of “object”. The ECJ held:

“50 That case-law arises from the fact that certain types of coordination between undertakings can be regarded, by their very nature, as being harmful to the proper functioning of normal competition (see, to that effect, in particular, judgment in Allianz Hungária Biztosító and Others (EU:C:2013:160) paragraph 35 and the case-law cited).

51 Consequently, it is established that certain collusive behaviour, such as that leading to horizontal price-fixing by cartels, may be considered so likely to have negative effects, in particular on the price, quantity or quality of the goods and services, that it may be considered redundant, for the purposes of applying Article 81(1) EC, to prove that they have actual effects on the market (see, to that effect, in particular, judgment in Clair, 123/83, EU:C:1985:33, paragraph 22). Experience shows that such behaviour leads to falls in production and price increases, resulting in the poor allocation of resources to the detriment, in particular, of consumers.”

³⁷ Case C-67/13 P *Groupement des cartes bancaires (CB) v European Commission* [2014] 5 CMLR 22, at [50]

³⁸ Case C-67/13 P *Groupement des cartes bancaires (CB) v European Commission* [2014] 5 CMLR 22.

40. According to the ECJ in *Cartes Bancaires*³⁹, the “essential legal criterion” for ascertaining whether coordination between undertakings restricts competition by object is the finding that:

“...such coordination reveals in itself a sufficient degree of harm to competition.”

41. It is not necessary to prove that the parties have the subjective intention of restricting competition when entering into the agreement or concerted practice. However, the ECJ found that the Commission is not precluded from finding that the parties’ subjective intention is a relevant factor in assessing whether the object of an agreement is anti-competitive.⁴⁰

42. Furthermore, an agreement may be regarded as having a restrictive object even if the restriction of competition is not its sole aim. In *Competition Authority v Beef Industry Development Society Ltd*⁴¹, the Beef Industry Development Society argued that the arrangements in question were not anti-competitive in purpose or injurious for consumers or competition, but rather were intended to rationalise the beef industry in order to make it more competitive by reducing production overcapacity. The Court rejected the argument and held that:

“21 In fact, to determine whether an agreement comes within the prohibition laid down in art. [101(1)] EC, close regard must be paid to the wording of its provisions and to the objectives which it is intended to attain. In that regard, even supposing it to be established that the parties to an agreement acted without any subjective intention of restricting competition, but with the object of remedying the effects of a crisis in their sector, such considerations are irrelevant for the purposes of applying that provision. **Indeed, an agreement may be regarded as having a restrictive object even if it does not have the restriction of competition as its sole aim but also pursues other legitimate objectives** (*General Motors* [2006] 5 C.M.L.R. 1 at [64] and the case law cited)”⁴² (Emphasis in bold added)

43. The proposition that an agreement may still be restrictive by object even if it purports to pursue other legitimate aims was endorsed by the General Court in *Lundbeck v Commission*,⁴³ where the argument that restrictions in the agreements at issue were necessary to protect the parties’ intellectual property rights was rejected –

³⁹ Case C-67/13 P *Groupement des cartes bancaires (CB) v European Commission* [2014] 5 CMLR 22, at [57].

⁴⁰ Case C-67/13 P *Groupement des cartes bancaires (CB) v European Commission* [2014] 5 CMLR 22, at [54]; Case C-32/11 *Allianz Hungária Biztosító Zrt v Gazdasági Versenyhivatal* [2013] 4 CMLR 25 at [37].

⁴¹ Case C-209/07 *Competition Authority v Beef Industry Development Society Ltd* [2008] ECR I-8637; [2009] 4 CMLR 6.

⁴² Case C-209/07 *Competition Authority v Beef Industry Development Society Ltd* [2008] ECR I-8637; [2009] 4 CMLR 6, at [21]. See also Case 96/82 *IAZ International Belgium v Commission* [1983] ECR 3369, at [22] to [25].

⁴³ Case T-472/13 *H. Lundbeck A/S and Lundbeck Ltd v Commission* [2016] ECLI:EU:T:2016:449, at [459].

notwithstanding that such restrictions may have been the most cost-effective or least risky option from a commercial perspective, the General Court did not agree that this precludes the application of Article 101 of the TFEU, which prohibits cartels.

F. Collusive Tendering or Bid-Rigging Arrangements/Agreements

44. Case law and the Section 34 Guidelines make it clear that a collusive tendering or bid-rigging arrangement/agreement will always have an appreciable adverse effect on competition.⁴⁴ Tendering procedures are designed to provide competition. An essential feature of the tendering process system is that each interested supplier prepares and submits bids independently. Any tenders submitted as a result of collusion or cooperation between the suppliers competing for the award of the tender will, by their very nature, be regarded as restricting competition appreciably.⁴⁵
45. A fundamental principle of competition emphasised by the ECJ is that economic operators should act independently when determining their conduct in the market:⁴⁶

*“173. The criteria of coordination and cooperation laid down by the case-law of the Court, which in no way require the working out of an actual plan, must be understood in the light of the concept inherent in the provisions of the Treaty relating to competition that **each economic operator must determine independently the policy which he intends to adopt on the common market including the choice of the persons and undertakings to which he makes offers or sells.***

*174. Although it is correct to say that this requirement of independence does not deprive economic operators of the right to adapt themselves intelligently to the existing and anticipated conduct of their competitors, **it does however strictly preclude any direct or indirect contact between such operators, the object or effect whereof is either to influence the conduct on the market of an actual or potential competitor or to disclose to such a competitor the course of conduct which they themselves have decided to adopt or contemplate adopting on the market.**”* (Emphasis in bold added.)

46. This principle that each economic operator must determine independently the policy it intends to adopt has also been stated by CCCS in its previous decisions in *Pest*

⁴⁴ CCCS Guidelines on the Section 34 Prohibition 2016, paragraph 2.24. See also *Pang’s Motor Trading*, at [30].

⁴⁵ CCCS Guidelines on the Section 34 Prohibition 2016, paragraph 3.8.

⁴⁶ *Suiker Unie and others v Commission*, paragraphs [173] to [174].

*Control*⁴⁷, *Express Bus Operators*⁴⁸, *Ball Bearings*⁴⁹ as well as in *Electrical Services and Asset Tagging Tenders*⁵⁰.

EU case law

47. Collusive tendering is a practice that has been condemned by the EC under Article 101(1) of the TFEU. In *Car Glass*,⁵¹ the EC imposed fines on four car glass manufacturers for an infringement of Article 81 of the ECT. The overall plan of the cartel was to allocate new and reallocate existing contracts amongst the cartel participants in order to maintain stable market shares. To carry out the allocation, the cartel participants exchanged price and other sensitive information and coordinated their pricing and supplies policies in order to take concerted decisions regarding their responses to request for quotations from customers.⁵²
48. The EC found, amongst other things, that there was an infringement by the cartel participants' practice of allocating contracts by letting the "pre-selected" winner set a price, with the other competitors agreeing to either not quote to car manufacturers that requested for quotes, or by quoting higher prices than the agreed winner.⁵³ This gave the pretence of competition.
49. Specifically on cover pricing as a form of bid-rigging, in *International Removal Services*,⁵⁴ the EC found that certain undertakings had participated in a cartel in the international removal services sector in Belgium. The cartel was found to be aimed at establishing and maintaining high prices and at sharing the market. The cartel manifested itself in various forms, namely: an agreement to fix prices of services provided by the cartel members (i.e. agreement on price fixing), an agreement on sharing the market by means of a system of providing cover quotes (i.e. agreement on cover quotes), and an agreement on a system of financial compensation where the cartel member who won the contract would pay money to other cartel members who did not win the same contract (i.e. agreement on commission). In particular, the EC found that the undertakings had entered into an agreement to market share by means of a system of providing bogus quotes (referred to as "cover quotes"), where the requesting firm (the firm which wanted the contract) supplied information on the service required by the customer to its competitors and indicated to its competitors the price that they were

⁴⁷ *Pest Control*, at [42].

⁴⁸ *Re Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand* [2009] SGCCS 2 ("*Express Bus Operators*"), at [50].

⁴⁹ *Re CCS Imposes Penalties on Ball Bearings Manufacturers involved in International Cartel* [2014] SGCCS 5 ("*Ball Bearings*"), at [35].

⁵⁰ *CCS 700/003/15 Re CCS Issues Infringement Decision for Bid-Rigging In Electrical Services and Asset Tagging Tenders* ("*Electrical Services and Asset Tagging Tenders*"), at [121].

⁵¹ Case COMP/39.125 – *Carglass*, Commission Decision of 12 November 2008.

⁵² Case COMP/39.125 – *Carglass*, Commission Decision of 12 November 2008, at [99].

⁵³ Case COMP/39.125 – *Carglass*, Commission Decision of 12 November 2008, at [102] to [103].

⁵⁴ Case COMP/38.543 – *International Removal Services*, Commission Decision C(2008) 926 final of 11 March 2008 ("*International Removal Services*").

to quote to the customer. This was so that the competitors' quotations would be higher than the requesting firm's own.

50. The EC stated that the submission of cover quotes constituted a concerted practice within Article 81 of the ECT, as the undertakings had “*entered into concertation on the prices of the services to be provided, on the hidden price elements (the commissions), and on the submission of bids as part of the procedure for selecting the service provider. The participants in the cartel exchanged detailed information on the various aspects of the service to be provided, such as the customer's name and the origin and destination of the international removal. In the system of cover quotes, the prices specified in the cover quotes were dictated by the removal company which had called for those quotes from its competitors, and negotiations sometimes took place in order to adjust these various prices.*”⁵⁵ In this way, the undertakings had “*replaced the risks of competition with practical cooperation*” among themselves.⁵⁶
51. The EC held that the drawing up of cover quotes (including the fixing of prices where the cover quotes were agreed) involved the direct and indirect fixing of prices; and it was, by its very nature, a restriction of competition within the meaning of Article 81 of the ECT.⁵⁷ The EC also held that the submission of cover quotes is a manipulation of the tendering procedure, where it gave the customer a false choice. The prices quoted in all the bids which the customer received were deliberately higher than the price quoted by the company which was the “lowest bidder”, and at all times, the prices were higher than they would have been in a competitive environment. This therefore restricted competition.⁵⁸
52. In *Putters International v Commission*, an appeal arising from the EC decision in *International Removal Services*, the GC held that “[a]s regards the quotes, the price indicated in a 'false' quote was determined by the requesting company and accepted by the company drawing up the cover quote, which enabled the former to set its price at a higher level than would have resulted from the free play of competition, close to the 'false' price agreed in common accord.”⁵⁹
53. In *Gosselin Group and Stichting Administratiekantoor Portielje v Commission*, another appeal against the EC decision of *International Removal Services*, one of the appellants, Gosselin, did not deny that it had requested and provided cover quotes, but stated that the cover quotes were requested or produced only when it was of the opinion that it could not win the contract in question. One of the arguments advanced by Gosselin was that the EC had not established that the cover quotes had a significant restrictive effect

⁵⁵ *International Removal Services*, at [299].

⁵⁶ *International Removal Services*, at [299].

⁵⁷ *International Removal Services*, at [361].

⁵⁸ *International Removal Services*, at [358].

⁵⁹ Case T-211/08 *Putters International v Commission* [2011] ECR II-3729, at [28].

on competition.⁶⁰ The GC rejected this argument and noted that “[i]n order to prepare cover quotes, the removal undertakings concerned exchanged information, such as the exact date and details of the removal to be carried out, and the prices of that service, so that the undertaking which submitted a cover quote deliberately waived any real competition with the undertaking which had requested that cover quote. The result was a sophisticated system resulting in an artificial price rise.” The GC further stated that as a result of the cover quotes, the institution which pays for the service could not benefit from competition, although that was precisely the reason why it would have asked for quotes in the first place.⁶¹

54. The GC decision of *Gosselin Group and Stichting Administratiekantoor Portielje v Commission* went on appeal before the ECJ in *Commission v Stichting Administratiekantoor Portielje*⁶². Here, the EC appealed against the ruling by the GC to annul the fine imposed on Portielje, one of the undertakings which had participated in the cartel in the EC decision of *International Removal Services*. At the same time, Portielje appealed against the GC’s ruling to uphold the fine imposed on its subsidiary Gosselin. The ECJ affirmed the GC’s finding that Gosselin was liable under Article 101 of TFEU (then Article 81 of ECT). In particular, the ECJ found that the object of the agreement to provide cover quotes to fix an artificially high price level for the service and to share customers for those services, constituted a form of collusion that was particularly injurious to the proper functioning of normal competition. The ECJ accordingly held that the EC did not err in classifying the agreement on cover quotes as agreements whose object was to restrict competition appreciably for the purpose of Article 101 of the TFEU.⁶³

UK case law

55. The requirement for independent bids in the tendering process is illustrated in the cases of *Apex Asphalt and Paving Co Limited v Office of Fair Trading*⁶⁴ (“Apex”) (cited in

⁶⁰ Joined Cases T-208/08 *Gosselin Group and Stichting Administratiekantoor Portielje v Commission* and T-209/08 *Stichting Administratiekantoor Portielje v Commission* [2011] ECR II-3639, at [62] to [63].

⁶¹ Joined Cases T-208/08 *Gosselin Group and Stichting Administratiekantoor Portielje v Commission* and T-209/08 *Stichting Administratiekantoor Portielje v Commission* [2011] ECR II-3639, at [67]. Whilst the GC upheld in essence the decision of the EC, the GC reduced the amount of fine imposed on Gosselin, and annulled EC’s decision that the parent foundation Stichting Administratiekantoor Portielkie constituted an undertaking for the purposes of competition law, and annulled EC’s decision to impose a fine on the parent foundation. On 11 July 2013, the companies’ appeal against the GC’s decision was dismissed by the ECJ: see Cases C-429/11 P, C-439/11 P, C-440/11 P, C-444/11 P *Gosselin Group v Commission, Ziegler v Commission, Commission v Stichting Administratiekantoor Portielje, Team Relocations and Others v Commission*. The Court of Justice also set aside the General Court’s decision that Portielkie did not constitute an undertaking with Gosselin: see paragraph 45 of C-440/11P *Commission v Stichting Administratiekantoor Portielje*.

⁶² C-440/11 P *Commission v Gosselin Group and Stichting Administratiekantoor Portielje*, ECLI:EU:C:2013:514 (Judgment of 11 July 2013).

⁶³ C-440/11 P *Commission v Gosselin Group and Stichting Administratiekantoor Portielje*, ECLI:EU:C:2013:514 (Judgment of 11 July 2013), at [95].

⁶⁴ *Apex Asphalt and Paving Co Limited v Office of Fair Trading* [2005] CAT 4 (“Apex”).

the *Pest Control*⁶⁵) and *Makers UK Limited v Office of Fair Trading*⁶⁶, which applied the principles set out in *Apex*. These were accepted and applied by CCCS in *Electrical Services and Asset Tagging Tenders*.

56. In *Apex*, Apex (a building contractor) had sent faxes to Briggs (another building contractor) with prices stipulated for two projects with Birmingham City Council for maintenance and improvement services for flat roofs. Briggs declined to submit a bid. Five contractors submitted bids and Apex was eventually awarded the contract. In finding a concerted practice between Apex and Briggs, the CAT highlighted the anti-competitive harm of cover bids:⁶⁷

- (a) it reduces the number of competitive bids submitted in respect of that particular tender;
- (b) it deprives the tenderee of the opportunity of seeking a replacement (competitive) bid;
- (c) it prevents other contractors wishing to place competitive bids in respect of that particular tender from doing so; and
- (d) it gives the tenderee a false impression of the nature of competition in the market, leading at least potentially to future tender processes being similarly impaired.

57. The importance of independent bid preparation in the tendering process was set out by the CAT, as follows:⁶⁸

“208. The essential feature of a tendering process conducted by a local authority is the expectation on the part of the authority that it will receive, as a response to its tender, a number of independently articulated bids formulated by contractors wholly independent of each other. A tendering process is designed to produce competition in a very structured way.

*209. The importance of the independent preparation of bids is sometimes recognised in tender documentation by imposing a requirement on the tenderers to certify that they have not had any contact with each other in the preparation of their bids. This is important from the standpoint of the customer, since the tendering process is designed to identify the contractor that is prepared to make the most cost-effective bid. **The competitive tendering process may be interfered with if the tenders submitted are not the result of individual economic calculation but of knowledge of the tenders by other participants or concertation between participants. Such behaviour by undertakings leads to conditions of competition which do***

⁶⁵ *Pest Control*, at [59].

⁶⁶ *Makers UK Limited v Office of Fair Trading* [2007] CAT 11.

⁶⁷ *Apex*, at [251].

⁶⁸ *Apex*, at [208] to [209].

not correspond to the normal conditions of the market.” (Emphasis in bold added)

58. In *Design, Construction and Fit Out Services*⁶⁹, the UK Competition and Markets Authority (“CMA”) found that six office fit-out firms had participated in the submission of cover bids. In this case, a company that wished to win a contract would arrange for one or more of the other companies to submit a cover bid, which gave the requesting company a higher chance of winning the work. Once agreed, in almost all instances, the company instigating the scheme would specify to the company providing a cover bid what price it should submit. The CMA found that cover bidding is a form of collusive tendering and that such conduct was clearly an infringement of the Chapter I prohibition in the UK Competition Act.⁷⁰
59. As will be described further in this ID, the Parties’ bid-rigging conduct severely undermined the independence of bids submitted by the Parties for the provision of maintenance services for swimming pools, spas, fountains and other water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.

G. Burden and Standard of Proof

60. CCCS bears the legal burden of proving an infringement. The standard of proof to be applied in deciding whether an infringement of the section 34 prohibition has been established is the civil standard, commonly known as proof on the balance of probabilities. The civil standard of burden of proof was applied by the CAB in *Express Bus Operators Appeals*.⁷¹ The CAB stated:

“85 *There is no dispute that the burden of proof is on the CCS to establish, on a balance of probabilities, the existence and the duration of any alleged infringement*”.

61. Given the nature of the evidence of anti-competitive conduct in a case concerning cartel or collusive conduct such as that found in this ID, it is sufficient if the body of evidence, viewed as a whole, proves that an infringement of the section 34 prohibition has occurred on a balance of probabilities. Such evidence would consist of direct evidence, circumstantial evidence, and inferences from the established facts.

⁶⁹ Case 50481: *Design, construction and fit-out services* (16 April 2019) (“*Design, construction and fit-out services*”)

⁷⁰ *Design, construction and fit-out services*, at paragraph [5.83].

⁷¹ *Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand: Konsortium Express and Tours Pte Ltd, Five Stars Tours Pte Ltd, GR Travel Pte Ltd and Gunung Travel Pte Ltd* [2011] SGCAB 1, at [85] (“*Express Bus Appeal*”).

62. In *JJB Sports*⁷², the CAT was of the view that given the hidden and secret nature of cartels where little or nothing may be committed in writing, even a single item of evidence, or wholly circumstantial evidence, depending on the particular context and the particular circumstances may be sufficient to meet the required standard. Similarly, in *Napp v OFT*, the CAT held that in discharging the burden of proof, the Office of Fair Trading (now the CMA) “*can rely on inferences or presumptions that would, in the absence of any countervailing indications, normally flow from a given set of facts*”.⁷³

63. The courts in the EU have also recognised the difficulties in obtaining evidence where anti-competitive conduct takes place secretly. In *JFE Engineering v Commission*⁷⁴, the CFI observed that:

“179 As the Japanese applicants correctly observe, the Commission must produce sufficiently precise and consistent evidence to support the firm conviction that the alleged infringement took place...

180 However, it is important to emphasise that it is **not necessary for every item of evidence produced by the Commission to satisfy those criteria in relation to every aspect of the infringement. It is sufficient if the body of evidence relied on by the institution, viewed as a whole, meets that requirement...**” (Emphasis in bold added)

64. In *Aalborg Portland AS v Commission*⁷⁵, the ECJ stated:

“55 Since the prohibition on participating in anticompetitive agreements and the penalties which offenders may incur are well known, it is normal for the activities which those practices and those agreements entail to take place in a clandestine fashion, for meetings to be held in secret, most frequently in a non-member country, and for the associated documentation to be reduced to a minimum.

56 Even if the Commission discovers evidence explicitly showing unlawful conduct between traders, such as the minutes of a meeting, it will **normally be only fragmentary and sparse, so that it is often necessary to reconstitute certain details by deduction.**

⁷² *JJB Sports*, at [206].

⁷³ *Napp Pharmaceutical Holdings Limited and Subsidiaries v Director General of Fair Trading* [2002] CAT 1, [2002] Comp AR 13, at [110].

⁷⁴ Joined Cases T-67/00, T-68/00, T-71/00 and T-78/00, *JFE Engineering v Commission* [2004] ECR II 2501, at [179] to [180].

⁷⁵ Joined Cases C-204/00 P, C-205/00 P, C-211/00 P, C-213/00 P, C-217/00 P and C-219/00 P *Aalborg Portland A/S and Others v Commission*, at [55] to [57].

57 *In most cases, the existence of an anticompetitive practice or agreement must be inferred from a number of coincidences and indicia which, taken together, may in the absence of another plausible explanation, constitute evidence of an infringement of the competition rules.*” (Emphasis in bold added)

H. The Relevant Market

65. Market definition typically serves two purposes in the context of the section 34 prohibition. First, it provides the framework for assessing whether an agreement and/or concerted practice appreciably prevents, restricts or distorts competition. Second, where liability has been established, market definition can help to determine the turnover of the business of the undertaking in Singapore for the relevant markets that are affected by the infringement and therefore, the appropriate amount of penalty.⁷⁶
66. In the present case, a distinct market definition is not necessary for the purpose of establishing an infringement of the section 34 prohibition as the present investigation involves agreements and/or concerted practices that amount to collusive tendering or bid-rigging. The CAT held in *Argos* that for agreements and/or concerted practices that have as their object the prevention, restriction and distortion of competition, market definition is not intrinsic to the determination of liability:

*“In our judgment, it follows that in Chapter I cases involving price-fixing it would be inappropriate for the OFT to be required to establish the relevant market with the same rigour as would be expected in a case involving the Chapter II prohibition. In a case such as the present, definition of the relevant product market is not intrinsic to the determination of liability, as it is in a Chapter II case. In our judgment, it would be disproportionate to require the OFT to devote resources to a detailed market analysis, where the only issue is the penalty.... In our view, it is sufficient for the OFT to show that it had a reasonable basis for identifying a certain product market for the purposes of Step 1 of its calculation”*⁷⁷.

67. However, once it is assessed that an undertaking has infringed the section 34 prohibition, and where CCCS exercises its discretion to impose a financial penalty pursuant to section 69(2)(d) of the Act, market definition is relevant for the second purpose of assessing the appropriate amount of penalties.

(i) Product Market

⁷⁶ CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016, paragraph 2.1.

⁷⁷ *Argos Limited and Littlewoods Limited v Office of Fair Trading* [2004] CAT 24, at [178] to [179]

68. The focal product of concern is, at its narrowest, the maintenance services of swimming pools, spas, fountains and water features in privately-owned developments, including but not limited to condominiums and hotels. These maintenance services typically include the repair, replacement and maintenance of water pumps, water filtration devices, drain covers and lights used in the swimming pools, spas, fountains and other water features. Maintenance services also include cleaning services for swimming pools, spas, fountains and other water features in the aforementioned privately-owned properties. The main customers of these maintenance services, as seen from the evidence obtained from the Parties, are privately-owned developments, including but not limited to condominiums and hotels, in Singapore that have these water facilities/features.

69. Based on the focal product, CCCS finds that the product market is the supply of maintenance services for swimming pools, spas, fountains and water features in privately-owned developments, including but not limited to condominiums and hotels.

(ii) *Geographical Market*

70. Based on the evidence obtained, there are 220 developments located in various parts of Singapore that are affected by the infringing conduct. It does not appear that the affected developments are located in any specific area.

71. While it may be possible for companies outside of Singapore to provide similar maintenance services, maintenance services are typically provided on-site (i.e. at the properties); hence, it is unlikely that maintenance providers outside of Singapore can be a reasonable substitute for customers, which may occasionally require urgent services on-site.

72. Hence, CCCS finds that the geographical market is Singapore.

(iii) *Conclusions on relevant market*

73. In light of the above, and for the purposes of exercising its discretion to impose a financial penalty pursuant to section 69(2)(d) of the Act in this case, the relevant market is the supply of maintenance services for swimming pools, spas, fountains and water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.

I. Evidence Relating to Bid-Rigging Arrangements

(i) *Summary of the Bid-Rigging Conduct*

74. The infringing conduct that forms the subject matter of the present infringement relates to bilateral agreements and/or concerted practices involving collusive tendering or bid-rigging between the following undertakings:
- i. CU Water and Crystalene; and
 - ii. CU Water and Crystal Clear.
75. The infringing conduct by the Parties is generally characterised by a Party requesting a support quote (i.e. the Requesting Party), followed by the Party receiving the request (i.e. the Requested Party) providing a quotation to the customer that is, to the Requested Party's belief, higher than the Requesting Party's quotation given to the customer. Evidence obtained by CCCS shows that most of the times, the Requesting Party would specify a price for the Requested Party to use in its quotation, and this specified price would, to the belief of both Parties, be higher than the Requesting Party's own quotation given to the customer. This formed the large majority of the bid-rigging incidences between CU Water and Crystalene, as well as between CU Water and Crystal Clear.
76. Further, the infringing bid-rigging conduct by the Parties also involved the market sharing of customers where each Party in their respective bilateral agreements agreed or understood not to compete for the other Party's customers in tender bids when that Party was the incumbent contractor at a privately-owned development. There were some bid-rigging incidences where a Party knew or verified that another Party was the incumbent contractor at a particular privately-owned development. The first Party approached the incumbent contractor Party and sought instructions on the price to quote. The incumbent contractor Party (i.e. the Requesting Party) would respond to the first Party (i.e. the Requested Party) in most instances on how much to quote. The Requested Party would follow up by submitting a quotation which it believes to be higher than the Requesting Party's own quotation to the customer.

(ii) *Bid-rigging conduct between CU Water and Crystalene*

77. The evidence obtained by CCCS during the course of the investigation showed a series of communications between Crystalene and CU Water to bid-rig tenders related to the maintenance of swimming pools, spas, fountains and other water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.
78. CU Water requested support quotes from Crystalene and vice versa. These support quotes assisted the Requesting Party to win tenders called by privately-owned developments, including but not limited to condominiums or hotels, in Singapore. In a majority of the incidences, the conduct to bid-rig tenders often involved cover pricing, as the Requesting Party would specify the price it wanted the Requested Party to quote.

This price, to the understanding of both Crystalene and CU Water, would be higher than the quote to be submitted by the Requesting Party.

79. In addition, the conduct between CU Water and Crystalene to bid-rig tenders also involved market sharing of customers. Evidence from interviews with the Parties' representatives show that where Crystalene was aware that CU Water was the incumbent contractor at a particular privately-owned development, there was an understanding that Crystalene would not submit a quote lower than CU Water's for tenders raised by the said property.⁷⁸ Likewise, where CU Water was aware that Crystalene was the incumbent contractor, it would similarly not submit a quote that was lower than Crystalene's.⁷⁹ The Party providing the support quote would determine what price is likely to be higher than the incumbent contractor Party's quotation by checking with the incumbent contractor Party on the price to put in the support quote⁸⁰, or by simply quoting higher than what it thought was the market value of the job.⁸¹ The documentary evidence shows that there were incidences where Crystalene approached CU Water with a customer's job scope and asked for CU Water's advice on the price to quote. The representatives from Crystalene and CU Water had provided evidence that Crystalene approached CU Water in the first instance because they knew or had verified that CU Water was the incumbent contractor for that customer.⁸²
80. For CU Water, three key personnel were involved in the process of preparing and submitting quotations for tenders identified as being affected by the conduct of CU Water and Crystalene. Teh Wee Yap had the authority to approve quotations.⁸³ Goh Chen Ling was the primary person to prepare the quotations. Goh Jenn Ci assisted to prepare quotations if Teh Wee Yap and Goh Chen Ling were not available to do so.⁸⁴
81. For Crystalene, four key personnel were involved in the process of preparing and submitting quotations for tenders identified as being affected by the conduct of CU Water and Crystalene. Ong Hiap Chuan and Ng Chun Hian had the authority to approve quotations, whereas Mazzlia and Azliana were involved in preparing quotations for the tenders.

⁷⁸ NOI of Teh Wee Yap dated 14 November 2018, answer to Q52; NOI of Ng Chun Hian dated 21 November 2017, answers to Q14 and Q15.

⁷⁹ NOI of Teh Wee Yap dated 14 November 2018, answers to Q53 and Q55.

⁸⁰ NOI of Teh Wee Yap dated 14 November 2018, answer to Q54; NOI of Azliana Binte Aris dated 5 December 2018, answers to Q38 to Q40; NOI of Mazzlia Binti Aziz, answers to Q31 to Q33.

⁸¹ NOI of Ng Chun Hian dated 21 November 2017, answers to Q14 and Q15; NOI of Goh Chen Ling dated 29 November 2018, answer to Q36.

⁸² NOI of Azliana Binte Aris dated 5 December 2018, answers to Q76 and Q77; NOI of Ong Hiap Chuan dated 21 November 2017, answer to Q25; NOI of Goh Jenn Ci dated 22 November 2018, answer to Q175.

⁸³ NOI of Teh Wee Yap dated 14 November 2018, answer to Q9.

⁸⁴ NOI of Teh Wee Yap dated 14 November 2018, answer to Q23.

82. According to Ng Chun Hian, he met Teh Wee Yap while on a tender site show round⁸⁵ for maintenance work while working at Crystalene. Ng Chun Hian and Teh Wee Yap were former schoolmates.⁸⁶ When asked about the arrangement between CU Water and Crystalene, Ng Chun Hian said,

Q13. Did you come to an arrangement with Jeffrey [i.e. Teh Wee Yap] from CU Water about support quotes?

A: You can use the term "support quotes"...I guess. Upon request by condo managements (many condos and hotels are managed by a managing agent ("MA")) – condo managements would make such requests because, as the existing vendor maintaining the pool, I can't be the only one providing a quotation for a replacement part - I would sometimes ask CU Water to quote to that condo management for the replacement part, and it is up to them to decide the price. I do not know whether the condo management will tell CU Water that the recommendation came from Crystalene Product.

*When we are asked to quote for a tender and visit the site, my normal practice is to ask for the identity of the current maintenance provider. Over the phone we will check with the condo manager who is maintaining the place currently. If it is not in our maintenance route of way, we will just see the pool and give a brief quote only. **If it happens to be one of our friends who is the current maintenance provider, if we want to maintain a harmonious working relationship, we don't take each other's business.** I will just submit a quote to the condo management anyway in order not to offend the MA.*

Q14. If you find out CU Water is an existing vendor, what would you do?

*A: For the swimming pool trade, there is a certain market value for pools based on their size (e.g. \$1,100, \$1,200). If I know this is done by CU Water or it is not within my normal maintenance route, **I will quote higher at \$1,600 even though the market value for such maintenance is lower-** if I still get the job, I have no choice. If I don't get it, I won't follow up with the management to pursue this job further.⁸⁷*

(Emphasis in bold added)

⁸⁵ A tender site show round is conducted by the customer to allow potential bidders to visit the site at which the tender job is to be carried out for them to inspect and better understand the job requirements of the tender.

⁸⁶ NOI of Ng Chun Hian dated 21 November 2017, answer to Q12.

⁸⁷ NOI of Ng Chun Hian dated 21 November 2017.

83. Teh Wee Yap admitted to knowing the meaning of the phrase “support quotes”, and that the submission of the support quote on Crystalene’s request would help them win the tender:

Q11. Do you know what is meant by support quotes?

A: Yes. We do not initiate support quotes. But sometimes when the customer is too lazy or does not have good contacts, they will ask for support quotes. A support quote is to find another company that is not related to mine or even if it is related, they just want a quote to present to their council members to show that they have done their work and sourced for many quotes.

Q12. Are there situations where Crystalene will ask you for support quotes?

*A: Yes, they used to do so when they need a quote to be sent to their customer. We did not question them why or how. It is not a money making thing for me as the quote has to be higher than Crystalene's quote. **This helps Crystalene to get the job.** Though if there is more than CU and Crystalene bidding, they might not get it.⁸⁸*

(Emphasis in bold added)

84. Teh Wee Yap also gave evidence that whichever party needed the support quote would initiate the contact and provide details of the tender and the price to quote:

Q19. Who initiates the contact between your company and Crystalene Product (S) Pte Ltd?

A: Both of us. It depends on which customer requests for such support quotes. I would contact Crystalene for them to help me or Crystalene would contact me if they needed help.

Q20. What does your company and Crystalene Product (S) Pte Ltd, discuss?

A: Crystalene will send an email to us with the customer's requirements, what job scope and what is the budget for the job. They would ask for a support quote specifying the price to quote to the customer. I would then send the quote directly to the customer.⁸⁹

85. A request for a support quote from CU Water to Crystalene usually began with an email sent by Goh Chen Ling⁹⁰ from the email address cuwater@starhub.net.sg to staff at Crystalene, either Mazzlia or Azliana, at their respective work email addresses. The

⁸⁸ NOI of Teh Wee Yap dated 21 November 2017.

⁸⁹ NOI of Teh Wee Yap dated 21 November 2017.

⁹⁰ There is also evidence of Teh Wee Yap and Goh Jenn Ci sending out such requests.

email would seek Crystalene staff's assistance, and set out the job description as well as instructions on the price to quote.

86. When the request for a support quote was sent by Crystalene to CU Water, it usually began with Crystalene's staff, either Mazzlia or Azliana, sending a request to cuwater@starhub.net.sg. The email would be addressed to "Ms. Goh / Jen", and would ask that the CU Water staff submit a support quote. Crystalene's email would set out the job description as well as instructions on the price to quote.
87. While the emails might not explicitly ask for a "support quote", the evidence from the persons involved when CCCS interviewed them about these emails revealed that both the Requesting Party and the Requested Party were aware that the request was for a support quote, and that the price to be quoted in the support quote was, to the belief of both Parties, higher than what the Requesting Party would quote. Two examples of requests for quotations from CU Water and Crystalene are set out below. These examples are representative of the correspondence between the two Parties when requests for support quotes were made for tenders.
88. The following email excerpt⁹¹ is an example of a request for a support quote made by CU Water to Crystalene:

⁹¹ The email excerpt has been re-formatted to fit in one page, but the text remains unchanged.

From: Mazzlia Aziz <mazzlia@crystalene.com>
Sent: Monday, 5 September 2011 5:19 PM
To: 'CU WATER SERVICES PTE LTD'
Subject: RE: Support - 15 Swettenham / Callidora Ville

Done.. emailed n faxed!

From: CU WATER SERVICES PTE LTD [mailto:cwater@starhub.net.sg]
Sent: Monday, 5 September, 2011 2:07 PM
To: 'mazzlia@crystalene.com'
Subject: Support - 15 Swettenham / Callidora Ville

Dear Mazzlia,
Good day.
Appreciate your kind assistance.

QUOTATION 1

Quotation date : 05.09.11
Via email only : [REDACTED]
Attention to : Mr. Loh
Address : CITY DEVELOPMENT LTD
36 Robinson Road
City House
#20-01
Singapore 068877
Subject : SWIMMING POOL AND WATER FEATURE FOR 15 SWETTENHAM ROAD

Description :

1. Monthly Fees for 1 no Swimming Pool c/w water feature
2. 2 Times a week servicing

PRICE : [REDACTED] per month

QUOTATION 2

Quotation date : 03.09.11
Via fax only : [REDACTED]
Attention to : Mr. Simon Lock
Address : Callidora Ville @ Telok Kurau
Block 3006
Ubi Road 1
#03-370
Singapore 408700
Subject : SWIMMING POOL AND WATER FEATURE FOR CALLIDORA VILLE

Description :

1. Monthly Fees for Swimming Pool/Children Pool & SPA Pool
2. 1 no Water Testing report
3. 2 times a week servicing

PRICE : [REDACTED] per month

Should you need any further clarifications , please do not heistate to contact us.

Thanks & Best Regards
Goh Chen ling

89. When Goh Chen Ling was shown the above email (referred to as “GCL-047” in Goh Chen Ling’s Notice of Information/Explanation Provided (“NOI”) dated 29 November 2018), she said the following:

Q283. Please refer to the email marked GCL-047. Can you confirm that this email was sent by CU Water to request for support

quotes? [Recorder's note: The exhibit marked "GCL-047" was extracted from the CD-R marked "TWY-DISCJ "provided by Mr. Teh Wee Yap previously on 19 March 2018.]

A: Yes, this email was sent by CU Water to request for support quotes for "15 Swettenham / Callidora Ville"

Q284. Why was CU Water asking Crystalene, CU Water's competitor, for support quotes?

A: Because customer requested.

Q285. Did CU Water instruct Crystalene on the price to quote? Where was the price set out?

A: Yes, the price is as indicated in the email.

Q286. Did Crystalene quote according to the prices you provided them?

A: I am not sure.

Q287. Did Crystalene submit the support quote?

A: Yes, I know because it was stated in the email by Mazzlia "Done. Emailed n faxed!"

Q288. Who won this specific tender?

A: For 15 Swettenham, we were already maintaining the site previously. For this specific job in this year, I am not sure who won. For Callidora Ville, CU Water definitely got a job but I am not sure whether we got this specific job in 2011 or in the later part of the year.

Q289. Was the price which you directed Crystalene to give higher than CU Water's quotation?

A: Yes, it was higher.

Q290. Did the support quote from Crystalene, if submitted, increase CU Water's chances of winning the tender?

A: Yes, if the support quote by Crystalene was higher than CU Water's quote, it would have increased CU Water's chances of winning the tender at Callidora Ville.

It is clear from Goh Chen Ling's evidence that the price set out in her email is the price which CU Water sought for Crystalene to put in the support quote and not CU Water's intended quote.

90. When Mazzlia was shown the same email (referred to as "MA-001") in Mazzlia's NOI dated 13 December 2018), she confirmed that she prepared the support quotes for 15 Swettenham Road and Callidora Ville according to the prices that CU Water provided her with.⁹² Mazzlia gave evidence that the support quotes from Crystalene increased CU Water's chances of winning the tenders.⁹³

⁹² NOI of Mazzlia dated 13 December 2018, answers to Q50 and Q157.

⁹³ NOI of Mazzlia dated 13 December 2018, answers to Q53 and Q159.

91. An example of a request for support quote by Crystalene sent to CU Water is set out in the email excerpt⁹⁴ below:

From: - cuwater <cuwater@starhub.net.sg>
Sent: Monday, 5 September 2011 10:54 PM
To: Crystalene
Subject: Re: support quote for one amber

Done and emailed.

Regards

Ms Goh

On Mon, Sep 5, 2011 at 4:41 PM, Crystalene <sales@crystalene.com> wrote:

Hi Ms Goh / Jen

Help me support the quote below and email to them

6 May 2011

ONE AMBER

c/o. Knight Frank Estate Management Pte Ltd

5 Amber Gardens

#01-14 Singapore 439968

Email: [REDACTED]

Attn: Mr Ong

RE: QUOTATION REROUTING WORKS FOR EXTERNAL SWITCH AT THE WATER PLAZA WALL AREA

Item	Description	Qty	Unit Price	Total Price
1	To supply labour and material to reroute external switch at the water plaza wall area c/w modification of the control panel , minor hacking and reinstatement of the pathway.	1 lot	[REDACTED]	[REDACTED]
	GST 7%			[REDACTED]
	TOTAL AMOUNT			[REDACTED]

Thank you

Regards

Liana

92. When Azliana was shown the above email (referred to in her NOI dated 5 December 2018 as “AZL-017”), she said the following:

Q147. Please refer to the email marked AZL-017. Can you confirm that this email relates to a request for support quotes that you sent to CU Water? [Recorder's note: The email marked AZL-017 was extracted from the DVD-R marked "AZL-CPUJ-DJSCJ" provided by Mr. Ong Hiap Chuan on 13 June 2018.]

A: Yes, I confirm that it is so.

Q148. Why did Crystalene ask CU Water, your competitor, for a support quote?

⁹⁴ The email has been re-formatted to fit in one page, but the text remains unchanged.

- A: *Probably the property requested for a support quote.*
- Q149. *Did you instruct CU Water on the prices to quote? Where were the prices set out?*
- A: *Yes, the prices are as set out in the email.*
- Q150. *Did CU Water provide a support quote here?*
- A: *Ms. Goh sent an email on 5 September 2011 at 10:54 PM saying “Done and emailed”, so I assume CU Water did provide a support quote.*
- Q151. *Did CU Water prepare the quotation according to the prices you provided them with?*
- A: *I’m not sure.*
- Q152. *Was the price you directed CU Water to quote higher than Crystalene’s price?*
- A: *It should be higher than Crystalene’s price.*
- Q153. *Who won this tender?*
- A: *I’m not sure.*
- Q154. *Did the support quote from CU Water increase Crystalene’s chances of winning the tender?*
- A: *Maybe, because CU Water’s price was higher.*

It is clear from Mazzlia’s evidence that the price set out in her email is the price which Crystalene sought for CU Water to put in the support quote and not Crystalene’s intended quote.

93. When Goh Chen Ling was shown the above email excerpt (referred to in her NOI dated 7 January 2019 as “GCL-116”), she confirmed that CU Water had provided the support quote for this tender,⁹⁵ but she could not remember if they had prepared the support quotation in accordance with the price in the email.⁹⁶ She explained that CU Water’s quote might deviate from the price provided by Crystalene based on Teh Wee Yap’s judgment.⁹⁷ Goh Chen Ling was of the view that CU Water’s support quote would most probably increase the Requesting Party’s chances of winning the tender, although CU Water did not know if they actually won.
94. Based on the documents obtained, the earliest documented instance of a request for support quote between CU Water and Crystalene for a tender was on 13 August 2008. The last documented instance of a request for support quote between CU Water and Crystalene for a tender was on 29 May 2017.
95. In all, the evidence disclosed a total of 186 incidences of tenders where bid-rigging by CU Water and Crystalene was involved, in which either Party made a request for a

⁹⁵ NOI of Goh Chen Ling dated 7 January 2019, answer to Q639.

⁹⁶ NOI of Goh Chen Ling dated 7 January 2019, answer to Q640.

⁹⁷ NOI of Goh Chen Ling dated 7 January 2019, answer to Q640.

support quote from the other Party. There were an additional 124 tenders where bid-rigging incidences were identified that involved CU Water separately requesting for support quotes from both Crystalene and Crystal Clear.

(iii) *Bid-rigging conduct between CU Water and Crystal Clear*

96. The evidence obtained by CCCS during the course of the investigation showed a series of communications between CU Water and Crystal Clear to bid-rig tenders related to the maintenance of swimming pools, spas, fountains and other water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.
97. CU Water would request support quotes from Crystal Clear when required and vice versa. These support quotes assisted the Requesting Party to win tenders called by privately-owned developments, including but not limited to condominiums or hotels, in Singapore. In a majority of instances, the bid-rigging conduct involved cover pricing, as the Requesting Party would specify the price it wanted the other Party to quote. This price, to the understanding of both Crystal Clear and CU Water, would be higher than the quote to be submitted by the Requesting Party.
98. In addition, the conduct engaged in by Crystal Clear and CU Water to bid-rig tenders also involved the market sharing of customers. Where CU Water was aware that Crystal Clear was the incumbent contractor, it would not submit a quote that would be lower than Crystal Clear.⁹⁸ Likewise Crystal Clear claimed that where it knew that CU Water was the incumbent contractor at a particular privately-owned development and Crystal Clear did not have sufficient manpower to complete a job, Crystal Clear would not submit a quote lower than CU Water's for tenders raised by the said property.⁹⁹ The Party providing the support quote could determine the price likely to be higher than the incumbent contractor Party's quotation by checking with the incumbent contractor Party on the price to put in the support quote¹⁰⁰, or simply providing a quote higher than what they thought was the market value of the job.¹⁰¹ The Parties' understanding of what constitutes the market value of a particular job appears to be derived from their past experiences with similar jobs. Although CU Water claimed that the agreement was not reciprocal¹⁰², the documentary evidence shows that there were incidences where Crystal Clear approached CU Water with a customer's job scope and asked for CU Water's advice on the price to quote. Representatives from Crystal Clear and CU Water provided evidence that Crystal Clear approached CU Water in the first instance because

⁹⁸ NOI of Teh Wee Yap dated 14 November 2018, answers to Q61 and Q64; NOI of Toh Ching Miang dated 11 December 2019, answer to Q25.

⁹⁹ NOI of Toh Ching Miang dated 11 December 2018, answer to Q35

¹⁰⁰ NOI of Teh Wee Yap dated 14 November 2018, answer to Q54.

¹⁰¹ NOI of Toh Ching Miang dated 11 December 2018, answer to Q24.

¹⁰²NOI of Teh Wee Yap dated 14 November 2018, answer to Q62.

they knew or had verified that CU Water was the incumbent contractor for that customer.¹⁰³

99. For Crystal Clear, two key personnel were involved in the process of preparing and submitting quotations for tenders identified as being affected by the conduct of CU Water and Crystal Clear. Toh Ching Miang had the authority to approve quotations¹⁰⁴, while Teng Siew Bee was tasked with preparing the actual quotations and responding to correspondence sent to Crystal Clear.¹⁰⁵
100. For CU Water, three key personnel were involved in the process of preparing and submitting quotations for tenders identified as being affected by the conduct of CU Water and Crystal Clear. Teh Wee Yap had the authority to approve quotations.¹⁰⁶ Goh Chen Ling was the primary person who would prepare the quotations. Goh Jenn Ci would help to prepare quotations if Teh Wee Yap and Goh Chen Ling were not available to do so.¹⁰⁷
101. According to Toh Ching Miang, contact between him and Teh Wee Yap started sometime in 2013 (although documentary evidence shows that the earliest incident of a request for support quote between Crystal Clear and CU Water was on 20 August 2011).¹⁰⁸ Toh Ching Miang and Teh Wee Yap would contact each other on behalf of their respective companies when there was a need for support quotes.¹⁰⁹ In their requests, they would tell the other Party the price to quote in the support quote.¹¹⁰ Toh Ching Miang's evidence, in relation to the agreement between Crystal Clear and CU Water for the provision of support quotes, is as follows:

Q16. What does your company and CU Water Services Pte Ltd discuss?

A: To provide a support quote. For example, he might want to quote at \$1000 and I should quote at \$1100.

...

Q25. Do you discuss the details of the bid which your company is submitting?

A: No. If they ask me to put in a higher price, I will just put in the higher price provided and will not ask anything further.

¹⁰³ NOI of Toh Ching Miang dated 12 December 2018, answer to Q94; NOI of Toh Ching Miang dated 12 December 2018, answer to Q291; NOI of Teh Wee Yap dated 14 November 2018, answer to Q156; NOI of Goh Jenn Ci dated 18 January 2019, answer to Q542; NOI of Goh Chen Ling dated 8 January 2019, answer to Q786.

¹⁰⁴ NOI of Toh Ching Miang dated 11 December 2018, answer to Q9.

¹⁰⁵ NOI of Toh Ching Miang dated 11 December 2018, answer to Q8; NOI of Teng Siew Bee dated 13 December 2018, answers to Q7 to Q9.

¹⁰⁶ NOI of Teh Wee Yap dated 14 November 2018, answer to Q9.

¹⁰⁷ NOI of Teh Wee Yap dated 14 November 2018, answer to Q23.

¹⁰⁸ NOI of Toh Ching Miang dated 21 November 2017, answers to Q12 and Q14.

¹⁰⁹ NOI of Toh Ching Miang dated 21 November 2017, answers to Q16, Q19, Q21 and Q22.

¹¹⁰ NOI of Toh Ching Miang dated 21 November 2017, answer to Q18.

Swimming pools are usually standard. The difference is just how much a month.

Q26. Do you know the bid prices which other companies are submitting?

A: No, CU Water will only specify how much I should quote but not how much they will be quoting. This is the same when we approach CU Water for support quote (sic).¹¹¹

102. Teh Wee Yap, on the other hand, estimated that CU's Water contact with Crystal Clear started approximately 10 years ago and stopped about a year and a half before CCCS's inspection in 2017.¹¹² Teh Wee Yap gave evidence that Crystal Clear had submitted support quotes at CU Water's request and that CU Water had also submitted support quotes at Crystal Clear's request.¹¹³ Teh Wee Yap also gave evidence regarding the arrangement between CU Water and Crystal Clear to provide support quotes as follows:

Q22. Is there any contact between your company and Crystal Clear Contractor Pte Ltd. ("Crystal Clear") when preparing tender documents?

A: Yes. Similar to Crystalene, we would ask each other for support quotes if there is a need to.

...

Q26. Who from your company is involved in making these contacts with Crystal Clear?

A: I would contact Daniel Toh [i.e. Toh Ching Miang] from Crystal Clear. I don't know who Goh Jenn Ci and Goh Cheng Ling (sic) contacted in Crystal Clear, but they have contacted staff in Crystal Clear.

Q27. What is the form of contact?

A: Mostly by email. We would usually just cut and paste the job description and we get the support quote sent to the customer.

Q28. Do you discuss with Crystal Clear which projects to participate in?

A: If my clients need a support quote for a particular job, they will request that I find another company for a support quote.

...

Q30. Are there situations where both you and Crystal Clear are both bidding to the tenders, will you and Crystal Clear have a discussion together in relation to price or agree who should win the tender?

¹¹¹ NOI of Toh Ching Miang dated 21 November 2017.

¹¹² NOI of Teh Wee Yap dated 21 November 2017, answer to Q24.

¹¹³ NOI of Teh Wee Yap dated 14 November 2018, answers to Q42 and Q43.

A: *There are some situation where Crystal Clear is the incumbent service provider. **In that case, Crystal Clear may ask for a support quote then I will bid a higher price.** When I am the incumbent service provider, I would ask Crystal Clear for a support quote. I cannot remember the projects that I have requested Crystal Clear for a support quote.*¹¹⁴
(Emphasis in bold added)

103. A request for a support quote from CU Water to Crystal Clear usually started with an email sent by Goh Chen Ling¹¹⁵ from the email address cuwater@starhub.net.sg to a Crystal Clear staff, usually Teng Siew Bee, at crystalclear@singnet.com.sg. The email would seek Teng Siew Bee's assistance, and set out the job description as well as instructions on the price to quote.
104. Where the request for a support quote was made by Crystal Clear to CU Water, it usually started with Toh Ching Miang sending an email from the email address crystalclear@singnet.com.sg to cuwater@starhub.net.sg and addressed to "Ms Goh / Zen", with the second name referring to Goh Jenn Ci.¹¹⁶ Toh Ching Miang would ask that CU Water quote according to the job description and price set out in the email.
105. While the email may not explicitly ask for a "support quote", the evidence from the persons involved when CCCS interviewed them about these emails revealed that both the Requesting Party and the Requested Party were aware that the request was for a support quote, and that the price to be quoted in the support quote was, to the belief of both Parties, higher than what the Requested Party would quote. Two examples of requests for quotations from CU Water and Crystal Clear are set out below. These examples are representative of the correspondence between the two Parties when requests for support quotes were made.

¹¹⁴ NOI of Teh Wee Yap dated 21 November 2019.

¹¹⁵ There is also evidence of Teh Wee Yap and Goh Jenn Ci sending out such requests.

¹¹⁶ NOI of Goh Jenn Ci dated 22 November 2018, answer to Q102.

106. An example of a request for support quote by CU Water sent to Crystal Clear is set out in the email excerpt¹¹⁷ below:

From: CU WATER SERVICES PTE LTD <cuwater@starhub.net.sg>
Sent: Friday, 15 June 2012 3:31 PM
To: 'crystalclear@singnet.com.sg'
Subject: support - D'oasia

Dear Siew Bee,

Good day.

For your kind assistance.

Date: 13.06.12

Fax: [REDACTED]

Rhodo Property Estate Management Services Pte Ltd
531 Upper Cross Street
Hong Lim Complex
#03-52
Singapore 050531
Person-In-Charge: Mr. Neo

D'OASIA – SWIMMING POOLS AND WATER FEATURES MAINTENANCE

Maintenance service for the following at frequency of 2 times a week:-

1. 1 no. Swimming Pool
2. 1 no. SPA Pool
3. 1 nos. Water feature
4. including water analysis sample testing report sample and necessary chemicals

MONTHLY FEES : [REDACTED]
=====

Should you need any further clarifications , please do not heistate to contact us.

Thanks & Best Regards

Goh Chen Ling

107. When shown the email excerpt above (as part of the document marked “GCL-063”¹¹⁸ referred to in Goh Chen Ling’s NOI dated 7 January 2019), Goh Chen Ling gave the following evidence:

Q39. Are you familiar with the property D'Oasia? What business did your company have with D'Oasia?

A: I think it used to be my client.

...

¹¹⁷ This email excerpt has been re-formatted to fit in one page, but the text remains unchanged.

¹¹⁸ GCL-063 also contained a request for a support quote sent by Goh Chen Ling to Crystalene for the same tender at D’Oasia, but with the job description worded slightly differently and the price set as S\$[REDACTED] per month.

Q41. Please refer to the emails collectively marked GCL-063. Can you confirm that these are requests for support quotes by CU Water sent by you to Crystal Clear and Crystalene? [Recorder's note: The exhibit marked "GCL-063" consists of emails extracted from the CD-Rs marked "TWY-DISC1" and "TWY-DISC2" provided by Mr. Teh Wee Yap previously on 19 March 2018 and 7 May 2018 respectively.]

A: Yes, I confirm that these emails are sent by me to Crystal Clear and Crystalene.

Q42. Why were you asking your competitors for support quotes?

A: My clients requested for the support quotes.

Q43. Did you instruct your competitors what price to quote? Where were the prices set out?

A: Yes, the prices that I want my competitors to quote are as stated in the email.

...

Q47. Were the prices you directed your competitors to quote higher than CU Water's quotation?

A: Yes, the prices would be higher than CU Water's quotation.

Q48. Did the support quotes from CU Water's competitors increase CU Water's chances of winning the tenders?

A: Yes, it will increase our chances of winning the tender. But it ultimately depends on the client's decision to take up our services...

108. The same email was shown to Teng Siew Bee (referred to as "TSB-024" in Teng Siew Bee's NOI dated 13 December 2018. Teng Siew Bee's view was that CU Water was asking Crystal Clear for a support quote to help CU Water win the job.¹¹⁹ While she could not recall if the support quote was eventually provided, she confirmed that CU Water had instructed Crystal Clear on the prices to quote.¹²⁰

109. An example of a request for support quote by Crystal Clear sent to CU Water is set out in the email chain below:

¹¹⁹ NOI of Teng Siew Bee dated 13 December 2018, answer to Q258.

¹²⁰ NOI of Teng Siew Bee dated 13 December 2018, answers to Q259 and Q261.

From: - cuwater <cuwater@starhub.net.sg>
Sent: Wednesday, 19 June 2013 11:27 AM
To: crystalclear@singnet.com.sg
Subject: Re: Quotation for Butterworth 8

Done and Faxed.

Regards
Ms Goh

On Tue, Jun 18, 2013 at 11:57 AM, <crystalclear@singnet.com.sg> wrote:
Dear Ms Goh / Zen

Please help to quote as follows:

Date: 18.06.13

Via Fax: [REDACTED]

MCST 2934 – Butterworth 8
6 Butterworth Lane
#B1-07
Singapore 439422
Attn: Mr Sunny

1) Monthly maintenance of swimming pool, wading pool, jacuzzi pool, fun pool & water feature (3 times a week) inclusive chemical & water analysis tests.

Total cost: [REDACTED]

Should you need any further clarifications, please do not hesitate to contact us.

Thanks & Best Regards

Daniel Toh
Crystal Clear Contractor Pte Ltd
HP: [REDACTED]

110. When shown the email above (referred to as “TCM-111” in the NOI of Toh Ching Miang dated 11 December 2018), Toh Ching Miang gave the following evidence:

Q109. Are you familiar with the property Butterworth 8? What business did Crystal Clear have with this property?

A: Yes. Crystal Clear maintained and is maintaining their swimming pool and water features.

...

Q111. Please refer to the email chain marked TCM-111. Can you confirm that this email chain relates to Crystal Clear’s request for support quote sent by Crystal Clear to CU Water?

A: Yes, according to this email chain.

- Q112. Why were you asking your competitor, CU Water for support quotes?*
- A: It's to help us win the job.*
- Q113. Did Crystal Clear instruct CU Water on the prices to quote?*
- A: Yes, according to the emails.*
- Q114. Did CU Water provide the support quote?*
- A: I am not sure but since CU Water sent an email saying "Done and Faxed", they should have sent it.*
- Q115. Did CU Water quote according to the prices you provided them?*
- A: I don't know.*
- Q116. Who won this tender?*
- A: It should have been Crystal Clear, as we are still maintaining the property.*
- Q117. Did the support quote from CU Water, if submitted, increase Crystal Clear's chances of winning the tender?*
- A: Yes, it should have.¹²¹*

It is clear from Toh Ching Miang's evidence that the price stated in the email was the price that Crystal Clear wanted CU Water to quote, and not the price that Crystal Clear intended to quote for the same tender.

111. When the same email was shown to Goh Chen Ling (referred to as "GCL-045" in Goh Chen Ling's NOI dated 29 November 2018), she confirmed that CU Water submitted a support quote on Crystal Clear's request.¹²² While Goh Chen Ling could not confirm if the prices submitted by CU Water in their support quote was in accordance with what Crystal Clear instructed, or if it was higher or lower, she agreed that CU Water's support quote would have increased Crystal Clear's chances of winning the tender if it had been higher than Crystal Clear's quotation.¹²³
112. Based on the documentary evidence obtained, the earliest documented instance of a request for support quote between CU Water and Crystal Clear for a tender was on 20 August 2011. The last documented instance of a request for support quote between CU Water and Crystal Clear for a tender was on 16 June 2017.
113. In all, the evidence disclosed a total of 211 incidences of tenders where bid-rigging by CU Water and Crystal Clear was involved, in which either Party made a request for a support quote from the other Party. There were an additional 124 tenders where bid-rigging incidences were identified that involved CU Water separately requesting support quotes from both Crystalene and Crystal Clear.

¹²¹ NOI of Toh Ching Miang dated 11 December 2018.

¹²² NOI of Goh Chen Ling dated 29 November 2018, answer to Q263.

¹²³ NOI of Goh Chen Ling dated 29 November 2018, answer to Q266.

(iv) *Tenders affected by the conduct of CU Water, Crystalene and CU Water and Crystal Clear*

114. The evidence revealed that:

- (i) There were 186 tenders involving a request for support quote made by CU Water to Crystalene or vice versa:
 - (a) CU Water initiated the request for a support quote to Crystalene in 82 tenders. Crystalene initiated the request for a support quote to CU Water in 104 tenders.
 - (b) 182 tenders involved either CU Water or Crystalene specifying the price for the other Party to quote. For the remaining 4 tenders, although the documentary evidence does not show that either Party had specified a price, both the documentary evidence and evidence from the Parties' representatives show that requests for support quotes had been made by Crystalene to CU Water or vice versa.
- (ii) There were 211 tenders involving a request for support quotes made by CU Water to Crystal Clear or vice versa:
 - (a) CU Water initiated the request for a support quote to Crystal Clear in 68 tenders. Crystal Clear initiated the request for a support quote to CU Water in 143 tenders.
 - (b) 208 tenders involved either CU Water or Crystal Clear specifying the price for the other Party to quote. For the remaining 3 tenders, although the documentary evidence does not show that either Party had specified a price, both the documentary evidence and evidence from the Parties' representatives show that requests for support quotes had been made by Crystal Clear to CU Water or vice versa.
- (iii) There were 124 tenders involving a request for support quotes made by CU Water to Crystalene and Crystal Clear:
 - (a) CU Water initiated the request for a support quote, and specified the price to quote, to Crystalene and Crystal Clear in all 124 tenders.

The complete list of tenders affected by the bid-rigging conduct is set out in Annexes B1 to B3. These tenders involved varying maintenance services, ranging from the installation of submersible pumps to replacement of lightbulbs as well as carrying out

chemical and water analysis tests. The total value of the tenders also varied significantly, with the lowest valued at S\$110 and the highest at S\$390,000.

115. For each of the tenders set out in Annexes B1 to B3, there is evidence of a request for a support quote, either in the form of an email or WhatsApp message. For most incidences, this is accompanied with instructions from the Requesting Party on the job scope of the tender and the price to quote. Each email or WhatsApp message was shown to at least one representative of the Requesting Party in the course of the interviews conducted by CCCS and was confirmed to be a request for support quotes; or at least one representative of the Requested Party, who confirmed that he or she understood it to be a request for a support quote. While not all of the requests were followed up with evidence of confirmation that the support quotes were sent, Parties agreed that if the support quote had been submitted, it would have increased the Requesting Party's chances of winning the specific tender.
116. In addition, though the interviewed employees from each of the Parties could not always confirm if the prices in the support quote adhered to the instructions on how much to quote from the Requesting Party, the evidence shows that there was an implicit understanding between each pair of Parties that the support quote would be priced higher than that of the Requesting Party's. As Ong Hiap Chuan explained:

Q13. Can you describe to me what the "bad practice"¹²⁴ is?

*A: For instance, the customer may ask for one or two more support quotes, and we will try to arrange for them in order to get the project moving. The most common practice is that we will call CU Water Services Pte. Ltd. ("CU Water") to request for a supporting quote for the particular job. Normally, this will be done through a call to discuss the job description and the amount that Crystalene will quote for the job. It becomes a practice such that CU Water will help Crystalene and we will help them also. Further down the road, when a customer requests for a supporting quote from CU Water, Crystalline (sic) will help to provide it. It always starts when the customer requests for supporting quotes, which is very common maybe because the customer has limited resources or is too lazy to find other quotes. The supporting quotes are submitted directly to the requesting customer. **When Crystalene requests for a supporting quote, there is an understanding that CU Waters (sic) will submit quote at a higher price than that quoted by Crystalene, and vice versa.**¹²⁵*

¹²⁴ In his response to a previous question, Ong Hiap Chuan made mention of a "bad practice" where Crystalene would help their clients who request for one or two more supporting quotes. NOI of Ong Hiap Chuan dated 21 November 2017, answer to Q12.

¹²⁵ NOI of Ong Hiap Chuan dated 21 November 2017, answer to Q13.

(Emphasis in bold added)

117. Teh Wee Yap's evidence on this issue is as follows:

Q30. *Are there situations where both you and Crystal Clear are both bidding to the tenders, will you and Crystal Clear have a discussion together in relation to price or agree who should win the tender?*

A: *There are some situation where Crystal Clear is the incumbent service provider. **In that case, Crystal Clear may ask for a support quote then I will bid a higher price.** When I am the incumbent service provider, I would ask Crystal Clear for a support quote. I cannot remember the projects that I have requested Crystal Clear for a support quote.*

...

Q32. *Are there situations where both you and Crystalene are both bidding to the tenders, will you and Crystalene have a discussion together in relation to price or agree who should win the tender?*

A: *Yes, we used to. **When we go to a site tender where all parties are there, and we know that this was Crystalene's job, then I will tell him that I will quote higher like last time. This was the same for Crystal Clear.***

Q33. *And would Crystalene do the same for you if you were the incumbent service provider for a job?*

A: *Yes.*

...

Q38. *Where there is a support quote provided for the incumbent supplier, do you discuss the details of the bid which your company is submitting?*

A: *No, we don't discuss the details. **If a support quote is being provided for CU, I just name the price which is 10%- 30% higher for the other company to bid.***

Q39. *Do you know the bid prices which other companies are submitting?*

A: *No, I do not know the exact prices which the companies are bidding. **I trust that they are bidding higher than me.** There is no real process to check whether the companies did bid higher than me. If I want to, I could ask the customer to check on the prices.¹²⁶*

(Emphasis in bold added)

¹²⁶ NOI of Teh Wee Yap dated 21 November 2017.

118. When Toh Ching Miang was showed each request for a support quote, whether it was CU Water or Crystal Clear as the Requesting Party, he gave evidence that it was his belief that the price which the Requesting Party directed the Requested Party to quote would be higher than the price quoted by the Requested Party.¹²⁷
119. CU Water submitted representations that some of the incidences do not infringe the section 34 prohibition because no pricing information had been communicated or shared between the Parties. Specifically, CU Water submitted that this shows that the Parties were not in an agreement or a concerted practice as there had been no firm exchanges (written or oral) between the Parties, coordination between the Parties, or request by one Party to another.¹²⁸ In this regard, CU Water referred to Ng Chun Hian's NOI cited at paragraph 82 of the ID as an example of Crystalene making the unilateral decision to "support" CU Water without consulting CU Water and/or not under CU Water's request, unknown to CU Water.¹²⁹ CU Water also submitted that there had been no agreement or concerted practice between CU Water and Crystalene to act in such a manner as described by Ng Chun Hian in paragraph 82 of the ID.¹³⁰ CU Water further submitted that such incidences should not be taken into account for the purpose of calculating the total number of incidences that involved CU Water, in particular for the purposes of calculating financial penalty and for the purposes of applying the multiplier at Stage 3: Aggravating and Mitigating Factors.¹³¹
120. As set out in paragraphs 79 and 98 above, CCCS finds on the evidence that the conduct to bid-rig tenders involved market sharing of customers between CU Water and Crystalene, as well as CU Water and Crystal Clear. In particular, CU Water had admitted to having an arrangement, agreement and/or understanding with Crystalene that CU Water would not bid lower than them if they were the incumbent contractor at a particular privately-owned development, and vice versa.¹³² This was corroborated by admissions from Crystalene's representatives, Ng Chun Hian, Azliana Binte Aris and Mazzlia Binti Aziz. In any event, the incidence referred to at paragraph 82 of the ID has not been taken into account by CCCS for the purposes of calculating the total number of infringing incidences that CU Water was involved in. CCCS has only taken into account incidences where there is documentary evidence of a request for a support quote made by CU Water, Crystalene or Crystal Clear to one or more Parties. CCCS will elaborate on this below at Chapter 4 of the ID on financial penalties at paragraphs 227 to 228.

¹²⁷ NOIs of Toh Ching Miang dated 11 December 2018 and 12 December 2018.

¹²⁸ Written Representations of CU Water dated 8 June 2020, paragraph 5.

¹²⁹ Written Representations of CU Water dated 8 June 2020, paragraph 5.

¹³⁰ Written Representations submitted by CU Water dated 30 July 2020 in response to CCCS's questions during oral representations dated 24 June 2020 ("Additional Written Representations of CU Water dated 30 July 2020), answer to first question.

¹³¹ Written Representations of CU Water dated 8 June 2020, paragraphs 5 and 6.

¹³² NOI of Teh Wee Yap dated 14 November 2018, answers to Q52 and Q53.

(v) **Findings regarding the conduct of CU Water, Crystalene and CU Water and Crystal Clear**

121. The evidence set out in paragraphs 74 to 118 above discloses a pattern of requesting and providing support quotes in tenders raised by privately-owned developments, including but not limited to condominiums and hotels, in Singapore between CU Water and Crystalene, and CU Water and Crystal Clear.
122. In the course of the interviews, Parties admitted that the practice of requesting and providing support quotes were to assist the Requesting Party. Parties gave the following explanations for their conduct: first, that support quotes were only submitted in response to requests made by property officers; second, that support quotes were only submitted when the Requested Party could not fulfil the job. These explanations are duly considered below.

Support quotes were submitted in response to requests by property officers

123. CU Water claimed that support quotes were only submitted in response to requests by the property officers at the maintenance sites.¹³³ Crystalene similarly claimed that the request for support quotes usually started with the customer's request for such quotes.¹³⁴
124. In *Electrical Services and Asset Tagging Tenders*¹³⁵, CCCS stated that even if the customer had requested assistance from the undertaking to provide contacts for potential tenderers, the customer expected the bids to be fully independent. The same approach has been taken by the EC in *International Removal Services*¹³⁶ where some of the undertakings made representations to the EC that the customers had requested for cover quotes to be provided. The EC rejected their argument on grounds that the evidence showed that the undertakings had a system of providing cover quotes regardless of whether such a quote was initially asked for by the customer, and the existence of such a system is an essential element of their arrangement to share customers.
125. For the present case, CCCS notes that, critically, even if the customer had requested the Parties to provide additional quotes, the evidence shows that the Parties did not simply provide an additional quote to the customer, but rather that the quote sent by the Requesting Party to the Requested Party would be knowingly higher than the Requesting Party's quote. As such, CCCS is of the view that the mere fact that the

¹³³ See for example, NOI of Teh Wee Yap dated 14 November 2018, answer to Q41; NOI of Goh Chen Ling dated 29 November 2018, answers to Q46, Q56 and Q75; NOI of Goh Jenn Ci dated 22 November 2018, answers to Q60, Q93, Q112.

¹³⁴ NOI of Ong Hiap Chuan dated 21 November 2017, answers to Q13 and Q14.

¹³⁵ *Electrical Services and Asset Tagging Tenders*, at [117].

¹³⁶ *International Removal Services*, at [259] to [261].

customer may have made a request for additional quotations does not negate the finding that the Parties had participated in bid-rigging conduct.

126. CCCS also considered the possibility of the Hotel, MCST or managing agent having a preferred supplier to win the tender when making their request for support quotes prior to the commencement of the job.
127. In *International Removal Services*¹³⁷, some undertakings argued that the cover quotes were drawn up only after the customer had chosen the supplier and the provision of cover quotes was a service offered by the successful supplier to the customer. The service provided by the undertakings related to the provision of removal services (e.g. door-to-door transportation of furniture) to private individuals or employees who requested for removal services. The EC rejected this argument. First and foremost, the EC found that the undertakings had put in place a system to provide cover quotes and this was an anti-competitive agreement not to compete with each other. Secondly, for situations where the undertakings received instructions from the employees who chose their suppliers, the EC found that the employers were in fact the actual end-customers making payment for the removal service. The EC found that even if the employee requesting for the removal service had selected a supplier, the undertakings' conduct of providing cover quotes gave the impression to the employer who was paying for the service that competition had taken place, which allowed the undertaking to render its service. If there were no cover quotes provided, the employer could have withheld authorisation for the service to be carried out in the absence of the required quotations.
128. Applying *International Removal Services* to the present case, CCCS's view is that even if the hotel or MCST of the affected privately-owned development had a preferred supplier, it does not detract from the fact that the Parties had an agreement and/or concerted practice to provide their competitors with "support quotes" with the understanding that a "support quote" would be priced higher than the Requesting Party's quotation.
129. Further, even if the supplier is specified by the privately-owned development's agent and not by the final customer – for example, a managing agent specifying a supplier for a tender that was called on behalf of an MCST or hotel - the fact that the Parties provided "support quotes" to the customer to portray that a competitive tender process had taken place is nevertheless an infringement as the quotes are not made on an independent basis. Consequently, even where the customer has, in his own mind, a preferred or designated supplier, a competitive process can still take place so long as the customer has the option of selecting an alternative supplier and the alternative supplier has submitted an independent bid.

Submission of support quotes due to inability to fulfil job

¹³⁷ *International Removal Services*, at [262] to [265].

130. Crystal Clear attempted to justify their submission of support quotes by saying that such quotes were submitted when they were unable to fulfil the job for various reasons, such as the lack of manpower or to avoid offending the customer which sent them the invitation to quote. Toh Ching Miang claimed that if he knew the incumbent contractor and did not have enough manpower to fulfil the job, he would deliberately quote higher than the market rate so that Crystal Clear would not get the job.¹³⁸
131. For the infringing incidences involving requests for support quotes sent by Crystal Clear to CU Water, Toh Ching Miang admitted that the purpose of asking CU Water for a support quote was to help Crystal Clear win the job. Similarly, Teng Siew Bee admitted that CU Water asked for support quotes from Crystal Clear so that the latter could help the former win the tender.¹³⁹ Such support quotes gave customers the impression of a competitive process where in fact the bids were not independently determined. Therefore, CCCS is of the view that Toh Ching Miang's explanation, i.e. that he would deliberately quote higher to avoid getting jobs when Crystal Clear lacked the requisite manpower, does not negate the finding of liability against Crystal Clear.
132. In view of the evidence set out in paragraphs 74 to 118 above, CCCS finds that there existed bilateral agreements and/or concerted practices between CU Water and Crystalene, and bilateral agreements and/or concerted practices between CU Water and Crystal Clear to bid-rig for tenders that involved the fixing of prices to be bid, and market sharing, in relation to the maintenance of swimming pools, spas, fountains and other water features in Singapore.

CHAPTER 3: INFRINGEMENT DECISION

A. Addressees of CCCS's Infringement Decision

133. The relevant case law on succession of an infringing entity and the consequences of finding one undertaking to be the economic successor of the other has been discussed above at paragraphs 18 to 22.
134. It is established case law that restructurings, sales, or other legal or organisational changes will not allow an undertaking to escape liability for competition law infringements.¹⁴⁰ Whether the economic successor is liable for the infringement depends on the facts of the case. The following paragraphs address the issue of whether Crystal Clear Contractor Pte. Ltd. is the economic successor of Crystal Clear

¹³⁸ NOI of Toh Ching Miang dated 11 December 2018, answer to Q24.

¹³⁹ NOIs of Teng Siew Bee dated 13 December 2018 and 14 December 2018.

¹⁴⁰ Case C-280/06 *Autorita Garante della Concorrenza e del Mercato v Ente Tabacchi Italiani – ETI SpA and Philip Morris* [2007] ECR I-10893, at [41] to [43]

Contractor, and whether the former is liable for the infringements committed by the latter.

(i) ***Crystal Clear Contractor and Crystal Clear Contractor Pte. Ltd.***

135. Crystal Clear Contractor was a partnership between Teng Boon Hwee and Toh Ching Miang that commenced in September 1996.¹⁴¹ On 15 August 2012, Crystal Clear Contractor's business status on ACRA was changed to "Terminated". Crystal Clear Contractor Pte. Ltd. was incorporated on 1 March 2012 with Teng Boon Hwee and Toh Ching Miang as its only shareholders and directors.
136. CCCS notes that Crystal Clear Contractor and Crystal Clear Contractor Pte. Ltd. share the same registered office address. The two companies also have similar principal activities, with Crystal Clear Contractor's stated as "cleaning of swimming pools, spas and fountains (81292)" and Crystal Clear Contractor Pte. Ltd. stated as "maintenance of swimming pools, spas and fountains (81292)".
137. The above evidence indicates that Crystal Clear Contractor Pte. Ltd. is the functional and economic successor of Crystal Clear Contractor. Teng Boon Hwee and Toh Ching Miang would have had decisive influence over Crystal Clear Contractor as the only partners of the undertaking; they would have similarly been able to exercise decisive influence over Crystal Clear Contractor Pte. Ltd. as its directors and shareholders. CCCS finds that Crystal Clear Contractor and Crystal Clear Contractor Pte. Ltd. constituted a single economic entity ("SEE")¹⁴² prior to the cessation of Crystal Clear Contractor's registration.

B. CCCS's Infringement Decision

138. Given the anticompetitive object of the agreements and/or concerted practices between (1) CU Water and Crystalene and (2) CU Water and Crystal Clear to bid-rig, there is no need to prove that these arrangements had effects which were restrictive of competition. On account of the evidence set out above, CCCS concludes that the evidence unequivocally establishes agreements, or at the very least, concerted practices that had the object of restricting, preventing or distorting competition in the market for maintenance of swimming pools, spas, fountains and other water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.

¹⁴¹ At its commencement, Crystal Clear Contractor had a third partner who withdrew from the company who subsequently withdrew from the partnership in 1997.

¹⁴² A SEE is a single undertaking between entities which form a single economic unit, see *Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand: Transtar Travel Pte Ltd and Regent Star Travel Pte Ltd* [2011] SGCAB2 at [67].

139. CCCS therefore makes a decision that the Parties, namely CU Water, Crystalene and Crystal Clear, have infringed section 34 of the Act and imposes on the Parties the financial penalties listed at paragraph 259 below in respect of the infringing conduct pursuant to section 69(2)(d) of the Act.

CHAPTER 4: CCCS'S ACTION

A. Financial Penalties – General Points

140. Under section 69(2)(d) of the Act, where CCCS has made a decision that an agreement has infringed the section 34 prohibition, CCCS may impose on a party to that infringing agreement a financial penalty not exceeding 10% of the turnover of the business of that party in Singapore for each year of infringement, up to a maximum of 3 years.
141. Before exercising the power to impose a financial penalty, CCCS must be satisfied, as a threshold condition, that the infringement has been committed intentionally or negligently.¹⁴³ This is similar to the position in the EU and the UK. In this respect, CCCS notes that in determining whether this threshold condition is met, both the EC and the CMA are not required to decide whether the infringement was specifically committed intentionally or negligently, so long as they are satisfied that the infringement was *either* intentional *or* negligent.¹⁴⁴
142. As established in *Pest Control*¹⁴⁵, *Express Bus Operators*¹⁴⁶ and *Electrical Works*¹⁴⁷, the circumstances in which CCCS might find that an infringement has been committed intentionally include the following:
- a. the agreement has as its object the restriction of competition;
 - b. the undertaking in question is aware that its action will be, or is reasonably likely to be, restrictive of competition but still wants, or is prepared, to carry them out; or
 - c. the undertaking could not have been unaware that its agreement or conduct would have the effect of restricting competition, even if it did not know that it would infringe the section 34 prohibition.

¹⁴³ Section 69(3) of the Act and *CCCS Guidelines on Enforcement 2016*, paragraphs 4.3 to 4.11.

¹⁴⁴ Case C-137/95P *Vereniging van Samenwerkende Prijsregelende Organisaties in de Bouwnijverheid (SPO) and Others v Commission* [1996] ECR I-1611 at [356]; and *Napp Pharmaceutical Holdings Limited and Subsidiaries v Director General of Fair Trading* [2002] CAT 1, [2002] Comp AR 13, at [452] to [458].

¹⁴⁵ *Pest Control*, at [355].

¹⁴⁶ *Express Bus Operators*, at [445].

¹⁴⁷ *Re Collusive Tendering (Bid-Rigging) in Electrical and Building Works Case* [2010] SGCCS 4 (“*Electrical Works*”), at [282].

143. The CAB in *Express Bus Operators Appeals* has also established that the threshold conditions under section 69(3) of the Act would be satisfied if the undertaking must have been aware, or could not have been unaware, that the agreements had the object or would have the effect of restricting competition.¹⁴⁸
144. Ignorance or a mistake of law is no bar to a finding of intentional infringement under the Act. CCCS is likely to find that an infringement of the section 34 prohibition has been committed negligently where an undertaking ought to have known that its agreement or conduct would result in a restriction or distortion of competition.¹⁴⁹
145. CCCS finds that the Parties have engaged in bid-rigging agreements involving price fixing and market sharing. CCCS considers that collusive tendering or bid-rigging agreement as in this case, are serious infringements of the section 34 prohibition, which have as their object the restriction of competition, and are likely to have been, by their very nature, committed intentionally.
146. Further, CCCS considers that the Parties would, in all likelihood, have submitted tender proposals or quotes for those projects specified at Annexes B1 to B3 of the ID even though they would have, or ought to have known, that the purpose of conducting tenders is to ensure competition in the award of projects.
147. CCCS considers that, by reason of the very nature of the agreements and/or concerted practices involving collusive tendering or bid-rigging, each of the Parties must have been aware that the agreements and/or concerted practices in which they participated had the object of preventing, restricting or distorting competition.
148. On the evidence, CCCS finds that by instructing the tender prices that other competitors should quote at (the evidence expressly shows this in a majority of the incidences, i.e. 514 out of 521 incidences), the Parties must have known, or at the least ought to have known, that the conduct would be depriving customers (in this case, the condominiums and hotels) of a fair, competitive process, resulting in a prevention, restriction or distortion of competition. On the other hand, Parties receiving the request for support quotes and chose to submit quotations at instructed prices must have known, or at the least ought to have known, that their actions would likewise deprive customers of a fair, competitive process and result in a prevention, restriction or distortion of competition in the tenders that they participated in. Given that each Party in this case has acted both as the Requesting Party and the Requested Party, CCCS is therefore satisfied that each Party infringed the section 34 prohibition.

¹⁴⁸ *Express Bus Appeals*, at [143].

¹⁴⁹ See *CCCS Guidelines on Enforcement of Competition Cases 2016*, paragraphs 4.7 to 4.10.

149. CCCS considers that the agreement and/or concerted practice regarding the bid-rigging conduct described in the preceding paragraph had as their object the prevention, restriction and distortion of competition and are by their very nature, serious infringements of the Act. This conduct therefore necessitates deterrence through the imposition of financial penalties.
150. In addition to imposing financial penalties, CCCS has the discretion to impose directions. Directions are made in circumstances where it is appropriate to bring an infringement to an end, and where necessary to require persons to take such action to remedy, mitigate or eliminate any adverse effects of such infringement.¹⁵⁰ In the current circumstances, and more generally, in cases involving bid-rigging, the infringing conduct relating to collusion and submission of bids had ended by the time of the award of the relevant contracts, such that directions other than financial penalties would not be a sufficient measure to either bring the infringement to an end, or to remedy any harm done as a result of the collusive conduct. Therefore, financial penalties would be appropriate to underscore the importance of independent bid submission by the Parties¹⁵¹, and to deter collusion or co-operation in future tenders.
151. In view of the above, CCCS imposes a penalty on the Parties in relation to the infringement considered above in respect of which each Party is found to have participated in collusive tendering arrangements.

B. Calculation of Penalties

152. The CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016 (“Penalty Guidelines”) provide that the objectives of imposing financial penalties are to reflect the seriousness of the infringement, and to deter the infringing undertakings and other undertakings from engaging in anti-competitive conduct.¹⁵²
153. The Penalty Guidelines provide that the financial penalty to be imposed by CCCS under section 69 of the Act will be calculated following a six-step approach¹⁵³:
- a. Step 1: calculation of the base penalty having regard to the seriousness of the infringement (expressed as a percentage rate) and the party’s turnover of the business in Singapore for the relevant product and relevant geographic markets affected by the infringement (“the Relevant Turnover”) in the party’s financial year preceding the date when the infringement ended¹⁵⁴;

¹⁵⁰ Section 69(1) of the Act.

¹⁵¹ See also the *CCCS Guidelines on the Section 34 Prohibition 2016*, paragraph 3.8.

¹⁵² *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 1.7.

¹⁵³ *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.1.

¹⁵⁴ *Competition (Financial Penalties) Order 2007*, paragraph 3 and *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.5.

- b. Step 2: the duration of the infringement;
- c. Step 3: any aggravating and mitigating factors;
- d. Step 4: other relevant factors such as deterrent value;
- e. Step 5: statutory maximum penalty as provided for under section 69(4) of the Act;
and
- f. Step 6: immunity, leniency reductions and/or fast-track procedure discounts.

154. Similar approaches were adopted in *Pest Control*¹⁵⁵, *Express Bus Operators*¹⁵⁶, *Electrical Works*¹⁵⁷, *Motor Vehicle Traders*,¹⁵⁸ *Electrical Services and Asset Tagging Services*¹⁵⁹, and most recently in *Bid-Rigging of Building, Construction and Maintenance Tenders*¹⁶⁰.

155. CCCS notes that the EC and the CMA adopt similar methodologies in the calculation of penalties. The starting point is a base figure, which is worked out by taking a percentage or proportion of the relevant sales or turnover. A multiplier is applied for the duration of infringement and that figure is then adjusted to take into account factors such as deterrence and aggravating and mitigating considerations.

(i) *Seriousness of the infringements and relevant turnover*

156. The seriousness of the infringement and the relevant turnover of each Party would be taken into account by setting the starting point for calculating the base penalty amount as a percentage rate of each Party's relevant turnover in each infringement.

Relevant turnover

157. Based on the market definition, the relevant turnover for each undertaking is the turnover derived from the provision of maintenance services for swimming pools, spas, fountains and other water features at privately-owned developments, including but not limited to condominiums and hotels, in Singapore.

¹⁵⁵ *Pest Control*, at [360].

¹⁵⁶ *Express Bus Operators*, at [452].

¹⁵⁷ *Electrical Works*, at [296].

¹⁵⁸ *Re CCS Imposes Penalties on 12 Motor Vehicle Traders for Engaging in Bid-Rigging Activities at Public Auctions* [2013] SGCCS 6, at [245].

¹⁵⁹ *Electrical Services and Asset Tagging Tenders*, at [117].

¹⁶⁰ *CCCS 500/7003/16 Bid-rigging of building, construction and maintenance tenders*, at [133].

158. An undertaking's relevant turnover is the turnover of the business of the undertaking in Singapore for the relevant product and geographic markets affected by the infringement in the undertaking's last business year.¹⁶¹ The "last business year" is the financial year preceding the date when the infringement ended.¹⁶²

Seriousness

159. As set out in paragraph 2.3 of the Penalty Guidelines, CCCS will consider the seriousness of the infringement and set a percentage starting point for calculating the base penalty. The more serious and widespread the infringement, the higher the starting percentage point is likely to be. In assessing the seriousness of the infringement, CCCS will consider a number of factors, including the nature of the product, the structure and condition of the market, the market share(s) of the undertaking(s) involved in the infringement, entry conditions and the effect on competitors and third parties. The impact and effect of the infringement on the market, direct or indirect, will also be an important consideration. The assessment will be made on a case-by-case basis for all types of infringements, taking into account all of the circumstances of the case.¹⁶³ The seriousness of the infringement may also depend on the nature of the infringement and this has been taken into consideration when fixing the starting point of the relevant turnover of the Parties in the calculation of financial penalties.
160. Nature of the products – The relevant market in this case is the provision of maintenance services for swimming pools, spas, fountains and other water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore.
161. Structure of the markets and market shares of the Parties – There are numerous players in the market for the provision of swimming pool and water feature maintenance services. For example, based on the data published on data.gov.sg, there are 161 swimming pool contractors in Singapore. The Parties are also unlikely to hold significant market share individually nor collectively as they are by definition, "Small Companies"¹⁶⁴. However, CCCS notes that customers typically only receive limited amount of quotations for their tenders, as customers rarely would source for more than the minimum number of quotes as required in their tenders. Thus, even though there may be many competitors available in the market, they may not necessarily be considered in practice. Furthermore, the industry is generally characterised by

¹⁶¹ CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016, paragraph 2.5.

¹⁶² Competition (Financial Penalties) Order 2007, paragraph 3 and CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016, paragraph 2.5.

¹⁶³ CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016, paragraph 2.4.

¹⁶⁴ According to ACRA, a company qualifies as a small company if: (a) it is a private company in the financial year in question; and (b) it meets at least 2 of 3 criteria – (i) total annual revenue less than or equals to S\$10mil; (ii) total assets less than or equals to S\$10mil; and (iii) number of employees less than or equals to 50.

incumbency where customers are unlikely to change their maintenance service provider. For example, some of the customers that CCCS had reached out to have had the same maintenance providers for more than 6 years.¹⁶⁵ This is in part due to procurement policies that favour incumbency, such as reimbursement for good performance¹⁶⁶ and consideration of incumbent maintenance provider first.¹⁶⁷ Thus, even though the Parties may only make up a small portion of the market, the harm caused could still be substantial.

162. Effect on customers, competitors and third parties – It is difficult to quantify the exact amount of loss caused by the agreements or concerted practices due to the unavailability of a counterfactual price.¹⁶⁸ The infringing incidences may also have created the false impression that the tender process was fair and competitive when it was not. Given that the agreements and/or concerted practices covered a large amount of tenders and customers, this meant that many customers in the market were unable to consider quotations on the merits of competition and were therefore deprived of the possibility of engaging a competitive service provider.
163. In its representations to CCCS, CU Water submitted that the “*real and actual effect of the infringement may not have been as significant*” as the Parties’ conduct did not necessarily affect the eventual winner of the tenders involved. In particular, CU Water submitted that even in tenders where support quotes had been requested and provided by the Parties, the tenders might still be awarded to a third party (i.e. neither the Requesting Party nor the Requested Party), such that there was no “victim” who suffered.¹⁶⁹ In this regard, CU Water submitted that there were 107 out of 293 infringing incidences where CU Water was not awarded the tenders although it initiated requests for support quotes and support quotes were provided from either Crystalene or Crystal Clear or both.¹⁷⁰ CU Water also submitted that the property officers (e.g. Managing Agents of MCST) might already have a preferred/designated supplier; and given the influence that property officers have over the decision makings, it was likely that the property officers’ preferred/designated supplier may still be awarded the tender notwithstanding competitive bids being submitted.¹⁷¹

¹⁶⁵ Based on the customer’s section 63 responses to CCCS’s section 63 notice dated 1 November 2019, customers such as [X] has had Crystal Clear as its maintenance provider for 7 years. [X] and [X] each had CU Water as its maintenance providers for 6 years. Similarly, [X] had Crystalene as its maintenance provider for 9 years.

¹⁶⁶ [X]’s section 63 response dated 2 December 2019 to CCCS’s section 63 notice dated 1 November 2019.

¹⁶⁷ [X] and [X] had both indicated in their section 63 response to CCCS that they would first consider contract renewal with the incumbent when “the need for Construction and/or Maintenance Services is identified...”.

¹⁶⁸ The counterfactual price refers to the price where the infringing conduct did not occur, i.e., the price in a scenario which the Parties did not have an agreement and/or a concerted practice regarding the bid-rigging of maintenance projects.

¹⁶⁹ Written Representations of CU Water dated 8 June 2020, paragraphs 18 to 22; Agreed Record of Oral Representations dated 24 June 2020, paragraph 20.

¹⁷⁰ Written Representations of CU Water dated 8 June 2020, Annex B; Additional Written Representations of CU Water dated 30 July 2020, answer to seventh question.

¹⁷¹ Written Representations of CU Water dated 8 June 2020, paragraph 23.

164. CCCS notes that notwithstanding CU Water’s representations above, the evidence clearly demonstrates a bilateral agreement and/or concerted practice between CU Water and Crystalene, and CU Water and Crystal Clear, to improve CU Water’s (or the other Party’s) chances in winning a tender. It is well established in case law that a bid-rigging (collusive tendering) agreement is, by its very nature, regarded as restrictive of competition to an appreciable extent.¹⁷² The CAB held in *Pang’s Motor Trading* that¹⁷³:

“30. The Board agrees with the CCS’s submissions. As stated in the CCS Guidelines on the Section 34 Prohibition at para 3.2, bid-rigging or collusive tendering is a type of agreement that is, by its very nature, restrictive of competition to an appreciable extent. The reason for this is obvious: bid-rigging involves parties agreeing not to compete against each other at an auction to the extent that they would otherwise have if they had submitted their bids independently. It is a type of agreement that, by definition, has the object of restricting or distorting competition. The Board considers that the phrase “object or effect” is disjunctive in nature, and it is not necessary for the CCS to also prove that a bid-rigging agreement had the effect of restricting or distorting competition in Singapore.”

165. Hence, it is not necessary for CCCS to assess the precise effect of the Parties’ conduct on customers, competitors and third parties. In addition, CCCS highlights that the mere fact that CU Water was not awarded a tender for which it had requested and received support quotes from Crystalene or Crystal Clear does not mean that the Parties’ conduct had no effect on the process of competition. Once the Parties engaged in the bid-rigging agreement and/or concerted practice, the anti-competitive harm includes:¹⁷⁴ giving customers a false sense of competition in their procurement process, reducing the number of competitive bids submitted to the customer, preventing other suppliers wishing to place competitive bids from doing so, and depriving the customer of the chance to search for more competitive bids. In addition, it also deprives the customer from receiving a more competitive bid from the Party who requested for support quote(s) as but for the agreement and/or concerted practice, it would have faced a more competitive bidding environment. In relation to CU Water’s representation on property officers possibly having a preferred/designated supplier for a particular tender, CCCS reiterates paragraphs 126 to 129 that the Parties had nevertheless entered into an agreement and/or concerted practice where the quotes were not made on an independent basis. Regardless of whether the customer has a preference for a particular supplier, competition would have been affected by the Parties’ conduct. Even where the customer has a preferred or designated supplier in his own mind, a customer has in a

¹⁷² CCCS Guidelines on the Section 34 Prohibition 2016, paragraph 3.2

¹⁷³ *Pang’s Motor Trading*, at [30].

¹⁷⁴ *Apex*, at [251].

competitive process the option of selecting an alternative supplier. Through the Parties' conduct, the anti-competitive harm that has been earlier mentioned in this paragraph would similarly occur.

166. Nature of infringement - CCCS considers that the agreement and/or concerted practice regarding the bid-rigging conduct in the various tenders and/or ITQs for the maintenance services had as their object the prevention, restriction and distortion of competition and are by their very nature, serious infringements of the Act. As stated in the *Express Bus Operators*¹⁷⁵ and *Motor Vehicle Traders*¹⁷⁶, CCCS considers that cartel cases involving price-fixing, bid-rigging, market sharing and limiting or controlling production or investment are especially serious infringements and should normally attract a starting percentage of the relevant turnover that is on the higher end. This is notwithstanding that the aggregate market share of the parties falls below the 20% threshold and even if the parties to such agreements are SMEs.¹⁷⁷
167. In its representations to CCCS, CU Water relied on *Kier Group plc and others v Office of Fair Trading* [2011] CAT 3 (“*Kier*”) to urge CCCS to consider its infringing incidences as “simple” cover pricing. Whilst CU Water acknowledged that “simple” cover pricing is a form of bid-rigging and caught under the Act¹⁷⁸, CU Water argued that “simple” cover pricing is of a less serious nature compared to bid-rigging and therefore warrants a lower starting point in the calculation of the penalty.¹⁷⁹ In *Kier*, the CAT held that “simple” cover pricing occurs where Company A has been invited to tender for a contract but does not wish to win the tender or indicates its lack of interest to the customer. Thereafter, Company A requests a cover price from Company B, which is tendering for that contract. Company B, which wants to win the contract and will have reached its own views on its tender price or may even have submitted its bid already, then provides a cover price to Company A that is sufficiently high to ensure that Company A does not win. This price is eventually submitted to the client by Company A as though it is a genuine tender.¹⁸⁰
168. In this regard, CU Water submitted that the following incidences are “simple” cover pricing:¹⁸¹
- (a) Where CU Water requested for support quotes and provided an inflated cover price to Crystalene and Crystal Clear; and

¹⁷⁵ *Express Bus Operators*, at [457].

¹⁷⁶ *Re CCS Imposes Penalties on 12 Motor Vehicle Traders for Engaging in Bid-Rigging Activities at Public Auctions* [2013] SGCCS 6, at [252].

¹⁷⁷ *CCCS Guidelines on the Section 34 Prohibition 2016*, paragraph 2.25.

¹⁷⁸ Agreed Record of Oral Representations dated 24 June, paragraphs 16 and 17.

¹⁷⁹ Written representations of CU Water dated 8 June 2020, paragraph 10.

¹⁸⁰ *Kier Group plc and others v Office of Fair Trading* [2011] CAT 3 (“*Kier*”) at paragraph 3.

¹⁸¹ Written representations of CU Water dated 8 June 2020, paragraphs 11, 13 and 15; Agreed Record of Oral Representations dated 24 June 2020, paragraphs 30 and 31.

- (b) Where the Parties made its own “unilateral” decision not to bid for work before one Party made its request for a support quote (with reference to the specific incidence in paragraph 82 of the ID).

In addition, CU Water submitted that CCCS should not conflate the nature of all incidences making up the infringing conduct such that all incidences are held to be of the same serious nature of “bid-rigging”. CU Water argued that CCCS should take into account the incidences where CU Water was involved in bid-rigging and where it was just providing a cover price, as the number of incidences is relevant for the purposes of applying the multiplier at Stage 3: Aggravating and Mitigating Factors.¹⁸²

169. CCCS disagrees with this representation made by CU Water for the following reasons. As summarised at paragraphs 75 and 76 and supported by the examples set out in paragraphs 77 to 95 and 96 to 113, the infringing conduct between (i) CU Water and Crystalene, and (ii) CU Water and Crystal Clear involved a systematic pattern and this agreement, or at the very least concerted practice, between (i) CU Water and Crystalene and (ii) CU Water and Crystal Clear constitutes collusive tendering or bid-rigging where the Parties (the Requesting Party who initiated the request for support quote and the Requested Party who provided the support quote) had participated in bid-rigging which distorted the normal competition process that would otherwise have taken place in the tender process. Parties to a bid-rigging agreement and/or concerted practice are all culpable for bid-rigging, and the Requested Party is not treated as playing a lesser role in the conspiracy.
170. A review of legal jurisprudence in the EU and UK shows that *Kier* is an exceptional case that has not yet been cited for its proposition on “simple” cover pricing. In this regard, CCCS reiterates paragraphs 47 to 59 that being party to an agreement and/or concerted practice with its competitor(s) where each Party requests its competitors to provide cover quotations to increase its own chances of winning the tender is recognised as bid-rigging in the EU and UK. In *Commission v Stichting Administratiekantor Portielje* (referred to at paragraph 54 above), the ECJ rejected Portielje’s argument that the agreement on cover quotes and the agreement on commissions that Gosselin participated in were not among the most serious restrictions of competition. The ECJ held that the EC was “*fully entitled to classify the agreements on commissions and cover quotes as agreements on prices and customer-sharing and such agreements, like agreements on prices, clearly formed part of the category of the most **serious restrictions of competition***”.¹⁸³ (emphasis in bold added)
171. Similarly, in *Design, Construction and Fit Out Services* (referred to at paragraph 58 above), the CMA also took the seriousness of cover bidding into account in the

¹⁸² Written representations of CU Water dated 8 June 2020, paragraph 17; Agreed Record of Oral Representations dated 24 June 2020, paragraph 19.

¹⁸³ C-440/11 P *Commission v Gosselin Group and Stichting Administratiekantor Portielje*, ECLI:EU:C:2013:514 (Judgment of 11 July 2013), at [110] to [111].

calculation of the penalties. Notwithstanding that there were some instances where a company providing a cover bid may have unilaterally decided that it would not bid for a contract (or that it would not compete strongly for it), the CMA found that all the factors that generally make cover bidding a serious object infringement remained – such as reducing the number of competitive bids submitted, depriving the procurer of the opportunity of seeking a replacement competitive bid, preventing other contractors wishing to place competitive bids from doing so, and giving the procurer a false impression of the nature of the competition in the market.¹⁸⁴ Consequently, the CMA fixed a starting point of 22% which is within the range reserved for the most serious types of infringement, including cartel activities.¹⁸⁵

172. Further, CU Water’s infringing conduct and the context in which it occurred in any event simply do not fall within the ambit of *Kier*. The situation in *Kier* is contrary in the present case. Here, the very objective of the cover quotes was to increase CU Water’s chances of winning the tender.¹⁸⁶ The Requesting Party (whether CU Water, Crystalene or Crystal Clear) who wished to win the contract had arranged for its competitors to submit cover bids and specified the price of the cover bids so as to increase the Requesting Party’s chances of winning the contract. Furthermore, the evidence demonstrates that the Parties’ conduct involved market sharing for some incidences.
173. Secondly, in *Kier*, the CAT noted that practice of cover pricing in the industry was motivated by a genuine and widespread perception that if a company did not participate in a tender process when invited to do so it ran the risk of exclusion from tender lists, and that in certain cases this risk had materialised.¹⁸⁷ There is no evidence provided by any of the Parties of an industry practice such that if the Parties chose not to bid for contracts for the maintenance of swimming pools, spas, water fountains and other water features, they would be excluded from such tenders in the future. Rather, the underlying reason for the Requested Party to provide a cover quote was to support the Requesting Party pursuant to agreements and/or concerted practices between (i) CU Water and Crystalene and (ii) CU Water and Crystal Clear.
174. Thirdly, it is also pertinent to note that the CAT in *Kier* stated that in reaching its conclusion that a starting point of 3.5% was warranted, it had taken into account the mitigating effect of the general uncertainty and ambivalence as to the legitimacy of the practice in the industry, which admittedly existed from at least 2000 to 2004¹⁸⁸, through training materials widely used in the training of industry participants.¹⁸⁹ The CAT

¹⁸⁴ *Design, Construction and Fit Out Services*, at paragraph [6.19].

¹⁸⁵ *Design, Construction and Fit Out Services*, at paragraphs [6.19(a)], and [6.22].

¹⁸⁶ Goh Chen Ling’s NOI dated 29 November 2018 and Goh Chen Ling’s NOI dated 7 January 2019, reproduced at paragraphs [89] and [107] of the ID.

¹⁸⁷ *Kier*, at [103].

¹⁸⁸ *Kier*, at [115].

¹⁸⁹ *Kier*, at [104].

emphasised that if cover pricing were to occur at a time when that mitigation was clearly no longer applicable, a higher starting point might well be appropriate.¹⁹⁰ In the present case, when the infringing incidences took place (i.e. between 13 August 2008 and 29 May 2017 for CU Water and Crystalene and between 20 August 2011 and 16 June 2017 for CU Water and Crystal Clear), there was no evidence from any of the Parties of uncertainty or ambivalence that cover pricing is an infringement of the Act.

175. Finally, in relation to CU Water’s reference to an incidence (at paragraph 82 of the ID) where Crystalene purportedly decided “unilaterally” not to compete with CU Water for customers, such an incidence has not been taken into account by CCCS when calculating the total number of infringing incidences by CU Water. As stated at paragraph 120, CCCS has only taken into account incidences where there is documentary evidence of a request for support quote made by CU Water, Crystalene or Crystal Clear to one or more Parties. This will be elaborated below at paragraphs 227 to 228.
176. Having regard to the nature of the product, the structure of the market, the likely market shares of the Parties, the potential effect of the infringements on customers, competitors and third parties, and that bid-rigging is one of the more serious infringements of the Act, CCCS considers it appropriate to fix the starting point at [X] % of relevant turnover for each of the Parties.

(ii) *Duration of the infringements*

177. After calculating the base penalty sum, CCCS will next consider whether this sum should be adjusted to take into account the duration of the infringements. CCCS considers that an infringement over a part of a year may be treated as a full year for the purpose of calculating the duration of an infringement.¹⁹¹ However, CCCS may, in cases involving duration of over one year, round down part years to the nearest month.
178. While CCCS notes that the agreements and/or concerted practices for the collusive tendering or bid-rigging took place repeatedly in discrete tenders from years 2008 to 2017, each of which lasted for a short period of time. CCCS considers that the effects of bid-rigging are generally irreversible, cannot be easily rectified, and continue to be felt long after the duration when the infringing conduct occurred.¹⁹² Therefore, CCCS will generally not set a duration of infringement that is less than one year in cases of bid-rigging infringements.¹⁹³

¹⁹⁰ *Kier*, at [115].

¹⁹¹ *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.10.

¹⁹² *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.12.

¹⁹³ *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.12.

179. CCCS further notes that the duration of an infringement in a section 34 case is of importance in so far as it may have an impact on the penalty that may be imposed for that infringement.¹⁹⁴ Hence, CCCS is of the view that the duration for the purpose of calculating penalties in this case should be one full year for each separate incidence of infringement.

(iii) *Aggravating and mitigating factors*

180. At this stage, CCCS will consider the presence of aggravating and mitigating factors and make adjustments when assessing the amount of financial penalty,¹⁹⁵ i.e. increasing the penalty where there are aggravating factors and reducing the penalty where there are mitigating factors.

181. The adjustments for mitigating and aggravating factors, if any, will be dealt with below for each Party.

(iv) *Other relevant factors*

182. CCCS considers that the penalty may be adjusted as appropriate to achieve policy objectives, particularly the deterrence of the Parties and other undertakings from engaging in anti-competitive practices.

183. If the financial penalty imposed against any of the Parties after the adjustment for duration has been taken into account is insufficient to meet the objectives of deterrence, CCCS will adjust the penalty to meet the objectives of deterrence.

184. In determining whether to impose an uplift, CCCS may take into account other considerations, including, but not limited to, an objective estimate of any economic or financial benefit derived or likely to be derived from the infringement by the infringing undertaking and any other special features of the case, including the size and financial position of the undertaking in question.¹⁹⁶ Bid-rigging is one of the most serious infringements of the Act and as such, penalties imposed should be sufficient to deter undertakings from engaging in this conduct.¹⁹⁷

185. This practice is in line with the position in other competition regimes. For instance, in the UK, the CMA refers to “*The CMA’s guidance as to the appropriate amount of a penalty*” which adopts a similar approach.¹⁹⁸

¹⁹⁴ CCCS *Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraphs 2.1, 2.10 and 2.12.

¹⁹⁵ CCCS *Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.13.

¹⁹⁶ CCCS *Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.18.

¹⁹⁷ CCCS *Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.3. See also *Pest Control*, at [378].

¹⁹⁸ CMA73, CMA’s guidance on the appropriate amount of a penalty.

(v) ***Maximum statutory penalty***

186. Section 69(4) of the Act provides that the maximum financial penalty shall not exceed 10% of the turnover of the business of such party in Singapore for each year of infringement, up to a maximum of three years. The total turnover of the business of the undertaking in Singapore for the purposes of section 69(4) of the Act is defined in the *Competition (Financial Penalties) Order 2007* as the applicable turnover for the business year preceding the date on which the decision of the Commission is taken, or if figures are not available for that business year, the previous business year. The financial penalty will be adjusted if necessary to ensure that the statutory maximum is not exceeded.

(vi) ***Adjustments for leniency reductions***

187. An undertaking participating in cartel activity may benefit from total immunity from, or a significant reduction in the amount of financial penalty to be imposed if it satisfies the requirements for immunity or lenient treatment set out in the *CCCS Guidelines on Lenient Treatment for Undertakings Coming Forward with Information on Cartel Activity 2016* (“Leniency Guidelines”). CCCS will make the necessary adjustments to the financial penalty calculated after Step 5 to take into account immunity or any leniency reductions conferred on an undertaking.¹⁹⁹

188. In the present case, two of the three Parties are leniency applicants. The adjustment for each Party taking into account leniency reductions will be dealt with below.

(vii) ***Adjustment for participation in Fast Track Procedure***

189. Under the Fast Track Procedure, parties who admit liability for their infringement of the Act and successfully conclude the Fast Track Agreement with CCCS will be eligible for a fixed 10% reduction in the amount of financial penalty they are directed to pay pursuant to section 69(2)(d) of the Act.²⁰⁰

190. In the present case, Crystalene and Crystal Clear participated in the Fast Track Procedure. The adjustment for each Party taking into account the reduction for their aforementioned participation will be dealt with below.

C. Penalty for Crystalene

191. Crystalene was found to have participated in bid-rigging in tenders conducted by privately-owned developments, including but not limited to condominiums and hotels,

¹⁹⁹ *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.21.

²⁰⁰ *CCCS Practice Statement on the Fast Track Procedure for section 34 and Section 47 Cases*, paragraph 1.1.

in Singapore, with the object of preventing, restricting or distorting competition in the market for the provision of maintenance services for swimming pools, spas, fountains and other water features.

192. **Step 1: Calculation of base penalty:** Crystalene's financial year commences on 1 November and ends on 31 October.²⁰¹ As the infringement ended on 29 May 2017, the business year for the purpose of determining relevant turnover is financial year 2016, i.e. 1 November 2015 to 31 October 2016. Crystalene submitted that its relevant turnover for the financial year 2016 was ~~S\$[REDACTED]~~.²⁰²
193. CCCS has analysed its findings regarding the seriousness of this infringement in accordance with paragraphs 159 to 162, 166 and 176 above and fixed the starting point at ~~[REDACTED]~~% of relevant turnover. The starting amount for Crystalene is therefore ~~S\$[REDACTED]~~.
194. **Step 2: Duration of Infringement:** In accordance with paragraphs 177 to 179 above, the duration multiplier is one year.
195. **Step 3: Adjustment for aggravating or mitigating factors:** As co-operation is a condition of it being granted leniency, no extra mitigation is given for the same.
196. However, as seen in this ID, there have been multiple infringing incidences by Crystalene,²⁰³ which CCCS considers as an aggravating factor. In view of Crystalene's involvement in at least 310 bid-rigging infringing incidences (see Annexes B1 and B3), CCCS considers it appropriate to increase the penalties by **1545%** (i.e. 309 additional infringing incidences x 5%). This approach of increasing the penalties by multiples of 5% for each additional instance of infringement after the first was endorsed by the CAB in *Pang's Motor Trading*.²⁰⁴
197. The financial penalty is accordingly increased by 1545% to ~~S\$[REDACTED]~~.
198. **Step 4: Adjustment for other factors:** CCCS considers that the figure of ~~S\$[REDACTED]~~ is sufficient to act as an effective deterrent to Crystalene and to other undertakings which may consider engaging in similar bid-rigging arrangements. No adjustments are made to the financial penalty at this stage.
199. **Step 5: Adjustment to prevent maximum penalty being exceeded:** The business year preceding the date of this ID for Crystalene is financial year 2019, for the period 1 November 2018 to 31 October 2019. However, at the time of this notice, Crystalene's applicable turnover for its financial year 2019 is not available to CCCS, and hence, the

²⁰¹ Crystalene's response to CCCS's section 63 notice dated 1 November 2019.

²⁰² Crystalene's response to CCCS's section 63 notice dated 1 November 2019.

²⁰³ CCCS *Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.14.

²⁰⁴ *Pang's Motor Trading*, at [58] to [59].

applicable turnover for the previous year preceding the date of this notice is used instead. This is in accordance with Regulation 3(1) of the *Competition (Financial Penalties) Order 2007*. Crystalene submitted that its applicable turnover for its financial year 2018 was S\$[REDACTED].²⁰⁵ As such, the statutory maximum penalty for Crystalene is S\$[REDACTED].

200. The financial penalty of S\$[REDACTED] exceeds the maximum penalty that CCCS can impose in accordance with section 69(4) of the Act, i.e. S\$[REDACTED]. As such, the financial penalty will be adjusted downwards to S\$[REDACTED].

201. **Step 6: Adjustment for leniency and participation in Fast Track Procedure:** Crystalene applied for leniency on 21 November 2017 during CCCS's section 64 inspection, which is after CCCS commenced its investigation. Nonetheless, CCCS considers it appropriate to grant a leniency discount of [REDACTED]% to Crystalene in view of the useful information and cooperation rendered, in accordance with the Leniency Guidelines.²⁰⁶

202. Crystalene indicated on 20 January 2020 its willingness to participate in the Fast Track Procedure, and signed the Fast Track Agreement on 27 March 2020. CCCS therefore grants a reduction of 10% of the financial penalty in accordance with the *CCCS Practice Statement on the Fast Track Procedure for Section 34 and Section 47 Cases*. As such, the financial penalty after adjustments for leniency and participation in the Fast Track Procedure as set out in the Fast Track Agreement of 24 March 2020 is S\$41,541.

203. Accordingly, CCCS concludes that a financial penalty of S\$41,541 is to be imposed on Crystalene for its involvement in bid-rigging in various maintenance projects for privately-owned developments, including but not limited to condominiums and hotels, in Singapore.

D. Penalty for Crystal Clear

204. Crystal Clear was found to have participated in bid-rigging in tenders conducted by privately-owned developments, including but not limited to condominiums and hotels, in Singapore, with the object of preventing, restricting or distorting competition in the market for the provision of maintenance services for swimming pools, spas, fountains and water features.

²⁰⁵ Crystalene's response to CCCS's section 63 notice dated 1 November 2019. Crystalene's email to CCCS dated 21 July 2020.

²⁰⁶ *CCCS Guidelines on Lenient Treatment for Undertakings Coming Forward with Information on Cartel Activity 2016*, paragraphs 4.1 and 4.2.

205. **Step 1: Calculation of base penalty:** Crystal Clear’s financial year commences on 1 March and ends on 29 February.²⁰⁷ As the infringement ended on 16 June 2017, the business year for the purpose of determining relevant turnover is financial year 2016, i.e. 1 March 2015 to 29 February 2016. Crystal Clear submitted that its relevant turnover for the financial year 2016 was ~~£[redacted]~~.²⁰⁸
206. CCCS has analysed its findings regarding the seriousness of this infringement in accordance with paragraphs 159 to 162, 166 and 176 above and fixed the starting point at ~~£[redacted]~~1% of relevant turnover. The starting amount for Crystal Clear is therefore ~~£[redacted]~~.
207. **Step 2: Duration of Infringement:** In accordance with paragraphs 177 to 179 above, the duration multiplier is **one** year.
208. **Step 3: Adjustment for aggravating or mitigating factors:** As co-operation is a condition of it being granted leniency, no extra mitigation is given for the same.
209. However, as seen in this ID, there have been multiple infringing incidences by Crystal Clear,²⁰⁹ which CCCS considers as an aggravating factor. In view of Crystal Clear’s involvement in at least 335 bid-rigging infringing incidences (see Annexes B2 and B3), CCCS considers it appropriate to increase the penalties by **1670%** (i.e. 334 additional infringing incidences x 5%). This approach of increasing the penalties by multiples of 5% for each additional instance of infringement after the first was endorsed by the CAB in *Pang’s Motor Trading*.²¹⁰
210. The financial penalty is accordingly increased by 1670% to ~~£[redacted]~~.
211. **Step 4: Adjustment for other factors:** CCCS considers that the figure of ~~£[redacted]~~ is sufficient to act as an effective deterrent to Crystal Clear and to other undertakings which may consider engaging in similar bid-rigging arrangements. No adjustments are made to the financial penalty at this stage.
212. **Step 5: Adjustment to prevent maximum penalty being exceeded:** The business year preceding the date of this ID for Crystal Clear is financial year 2019, for the period 1 October 2018 to 30 September 2019²¹¹. Crystal Clear had, since the PID, submitted that its applicable turnover for its financial year 2019 was ~~£[redacted]~~.²¹² As such, the statutory maximum penalty for Crystal Clear is ~~£[redacted]~~.

²⁰⁷ Crystal Clear’s response to Q1 of CCCS’s section 63 notice dated 1 November 2019.

²⁰⁸ Crystal Clear’s response to Q4 of CCCS’s section 63 notice dated 1 November 2019.

²⁰⁹ *CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016*, paragraph 2.14.

²¹⁰ *Pang’s Motor Trading*, at [58] to [59].

²¹¹ Crystal Clear noted in its response to Q1 of CCCS’s section 63 notice dated 1 November 2019 that “[Crystal Clear] have changed the financial year to 30 September 2018”. Financial year 2019 should therefore be from 1 October 2018 to 30 September 2019.

²¹² Crystal Clear’s response to CCCS’s section 63 notice dated 6 July 2020.

213. The financial penalty of ~~S\$[REDACTED]~~ exceeds the maximum penalty that CCCS can impose in accordance with section 69(4) of the Act, i.e. ~~S\$[REDACTED]~~. As such, the financial penalty will be adjusted downwards to ~~S\$[REDACTED]~~.
214. **Step 6: Adjustment for leniency and participation in fast track procedure:** Crystal Clear applied for leniency on 21 November 2017 during CCCS's section 64 inspection, which is after CCCS commenced its investigation. CCCS notes that Toh Ching Miang had, in his interview on 11 December 2018, attempted to disclaim liability for the infringing conduct by stating that Crystal Clear rarely had contact with CU Water when preparing tender documents²¹³, and that he did not think that Crystal Clear had requested CU Water to submit support quotes.²¹⁴ Nonetheless, CCCS considers it appropriate to grant a leniency discount of ~~[REDACTED]~~% to Crystal Clear in view of the sufficiently useful information and cooperation rendered, in accordance with the Leniency Guidelines.²¹⁵
215. Crystal Clear indicated on 27 December 2019 its willingness to participate in the Fast Track Procedure, and signed the Fast Track Agreement on 25 March 2020. CCCS therefore grants a reduction of 10% of the financial penalty in accordance with the *CCCS Practice Statement on the Fast Track Procedure for Section 34 and Section 47 Cases*. As such, the financial penalty after adjustments for leniency and participation in the Fast Track Procedure as set out in the Fast Track Agreement of 24 March 2020 is **S\$68,793**.
216. Accordingly, CCCS concludes that a financial penalty of **S\$68,793** is to be imposed on Crystal Clear for its involvement in bid-rigging in various maintenance projects for privately-owned developments, including but not limited to condominiums and hotels, in Singapore.

E. Penalty for CU Water

217. CU Water was found to have participated in bid-rigging in tenders conducted by privately-owned developments, including but not limited to condominiums and hotels, in Singapore, with the object of preventing, restricting or distorting competition in the market for the provision of maintenance services for swimming pools, spas, fountains and other water features.

²¹³ NOI of Toh Ching Miang dated 11 December 2018, answer to Q20.

²¹⁴ NOI of Toh Ching Miang dated 11 December 2018, answer to Q25.

²¹⁵ *CCCS Guidelines on Lenient Treatment for Undertakings Coming Forward with Information on Cartel Activity 2016*, paragraphs 4.1 and 4.2.

218. **Step 1: Calculation of base penalty:** CU Water’s financial year commences on 1 August and ends on 31 July.²¹⁶ As the infringement ended on 16 June 2017, the business year for the purpose of determining relevant turnover is financial year 2016, i.e. 1 August 2015 to 31 July 2016. CU Water submitted that its relevant turnover for the financial year 2016 was ~~S\$[X]~~.²¹⁷
219. In its representations to CCCS, CU Water submitted that a total of ~~S\$[X]~~ should be excluded from the relevant turnover as this revenue was accrued from the maintenance of large water storage tanks which are used to store drinking water, particularly for units in higher floors of high-rise buildings. Water in such storage tanks is distributed to household tap points and other common facilities like water coolers and common toilet tap points. CU Water submitted that the maintenance service for such large water storage tanks is for safety reasons to ensure that water conveyed through the tanks is fit and safe for drinking. This is a different market and in contrast to revenue accrued from the relevant market (i.e. the maintenance of swimming pools, spas, fountains and other water features at privately-owned developments) which is for recreational and/or decorative purposes. CU Water further submitted that maintenance of water in large water storage tanks is required to be in compliance with the Public Utilities Board (“PUB”)’s code of practice which requires cleaning work to be done at least once in 12 months. On the other hand, maintenance of water in water features for recreational and/or decorative purposes is required to be in compliance with the National Environment Agency (“NEA”)’s code of practice which requires water to be analysed by accredited laboratories for chemical and bacteriology quality at least once a month and for such water quality test results to be sent to NEA.²¹⁸ CU Water submitted supporting evidence in the form of photographs of these large water storage tanks and invoices to customers for such services from August 2015 to June 2016 totalling ~~S\$[X]~~.
220. Based on CU Water’s representations, CCCS considers maintenance services for water storage tanks to be in a different market from maintenance services for swimming pools, spas, fountains and other water features in view of their different purposes. As water storage tanks store drinking water, CCCS notes that the maintenance of the water storage tanks entails a certification by a licensed plumber, followed by a submission for approval to the PUB²¹⁹ due to safety requirements for drinking water, whereas the maintenance of recreational and/or decorative water features has to meet a different set of requirements overseen by NEA. Accordingly, ~~S\$[X]~~ has been excluded from the relevant turnover. CU Water’s relevant turnover should therefore be ~~S\$[X]~~.²²⁰

²¹⁶ CU Water’s response to Q1 of CCCS’s section 63 notice dated 1 November 2019.

²¹⁷ CU Water’s response to Q4 and Q5 of CCCS’s section 63 notice dated 1 November 2019.

²¹⁸ Written Representations of CU Water dated 8 June 2020, paragraph 8 and 9; Agreed Record of Oral Representations dated 24 June 2020, at paragraphs 14 and 28; Additional Written Representations of CU Water dated 30 July 2020, answer to third question.

²¹⁹ Written Representations of CU Water dated 8 June 2020, Annex A.

²²⁰ ~~S\$[X]~~ is obtained by subtracting ~~S\$[X]~~ from ~~S\$[X]~~.

221. CCCS has analysed its findings regarding the seriousness of this infringement in accordance with paragraphs 159 to 162, 166 and 176 above and fixed the starting point at ~~[%]~~ of relevant turnover. The starting amount for CU Water is therefore ~~\$\$[%]~~.
222. **Step 2: Duration of Infringement:** In accordance with paragraphs 177 to 179 above, the duration multiplier is one year.
223. **Step 3: Adjustment for aggravating or mitigating factors:** CCCS considers that CU Water co-operated with CCCS during the course of the investigations. CCCS therefore reduces the penalty by ~~[%]~~.
224. As seen in this ID, there have been multiple infringing incidences by CU Water,²²¹ which CCCS considers as an aggravating factor. In fact, CU Water has the most number of infringing incidences amongst the Parties. In view of CU Water's involvement in at least 521 bid-rigging infringements (see Annexes B1 to B3), CCCS considers it appropriate to increase the penalties by **2600%** (i.e. 520 additional infringing incidences x 5%). This approach of increasing the penalties by multiples of 5% for each additional instance of infringement after the first was endorsed by the CAB in *Pang's Motor Trading*.²²²
225. The financial penalty is accordingly increased by 2590% (i.e. 2600% - 10%) to ~~\$\$[%]~~.

CU Water's representations

226. CU Water raised the following arguments as mitigating factors warranting a reduction in penalties.
227. The number of bid-rigging infringing incidences calculated for the purposes of applying the multiplier: As stated in paragraph 119 above, CU Water submitted that some incidences which involved Crystalene and Crystal Clear making the unilateral decision to "support" CU Water without consulting CU Water, not pursuant to CU Water's request, or unknown to CU Water, should not be taken into account for the purposes of calculating financial penalty, in particular for the purposes of applying the multiplier at Step 3.²²³
228. CCCS highlights that for the purpose of applying the multiplier of 2590%, CCCS took into account CU Water's involvement in 521 bid-rigging infringing incidences (as set out in Annexes B1 to B3). These 521 bid-rigging infringements only consist of incidences where there is evidence of a request for support quote made by CU Water, Crystalene or Crystal Clear to one or more Parties (i.e. where a request for support

²²¹ CCCS Guidelines on the Appropriate Amount of Penalty in Competition Cases 2016, paragraph 2.14.

²²² *Pang's Motor Trading*, at [58] to [59].

²²³ Written Representations of CU Water dated 8 June 2020, paragraph 6.

quote was made by CU Water, Crystalene or Crystal Clear to one or more Parties, or where one Party knew or verified that another Party was the incumbent contractor of a privately-owned development and sought instructions on how much to quote). Hence, the calculation of the multiplier of 2590% does not include incidences where Crystalene or Crystal Clear provided a support quote without the knowledge of CU Water. In any event, CCCS notes in Step 5 (Adjustment to prevent maximum penalty being exceeded) that based on the starting amount for CU Water at S\$[~~2~~], the statutory maximum penalty for CU Water would be exceeded when the multiplier is applied to 3 or more infringing incidences.

229. Multiplier used for each additional infringing incidence should be lower than 5%: CU Water submitted that the 5% multiplier used for each additional infringing incidence should be lowered.²²⁴ This is in view of *Motor Vehicle Traders*²²⁵, where CCCS had lowered the multiplier of 10% that it had used in earlier bid-rigging cases to a multiplier of 5% instead.²²⁶ CU Water further submitted that the present case is comparable to *Motor Vehicle Traders* insofar as the submissions of the tenders were frequently held. However, the present case warrants a lower multiplier than *Motor Vehicle Traders* as it should be considered less egregious for reasons that the main customers affected in the present case are privately-owned developments whilst government agencies were mainly affected in *Motor Vehicle Traders*.²²⁷
230. As pointed out by CU Water, CCCS had exercised its discretion for the present case, and set a lower multiplier of 5% (instead of the multiplier of 10% used in previous decisions²²⁸). CCCS is of the view that the conduct in the present case is of a similar serious nature as *Motor Vehicle Traders* and this approach of increasing the penalties by a multiplier of 5% for each additional instance of infringing incidence was endorsed by the CAB in *Pang Motor's Trading*. CCCS further considers that CU Water's submissions that the bid-rigging conduct in *Motor Vehicle Traders* affected government agencies whilst the present case affected private entities is an artificial distinction as the harm caused by bid-rigging to competition in Singapore is the same regardless of the identity of the affected party.
231. Support quotes were solicited on requests by property officers: CU Water submitted that the majority of support quotes were submitted in response to requests by property officers. CU Water further submitted that unlike the case of *Electrical Services and Asset Tagging Services* where explicit instructions were given to tenderers not to communicate for the purpose of restricting competition and the warranty given by the

²²⁴ Written Representations of CU Water dated 8 June 2020, paragraph 26.

²²⁵ *Re CCS Imposes Penalties on 12 Motor Vehicle Traders for Engaging in Bid-Rigging Activities at Public Auctions* [2013] SGCCS 6.

²²⁶ Written Representations of CU Water dated 8 June 2020, paragraph 25.

²²⁷ Written Representations of CU Water dated 8 June 2020, paragraph 26.

²²⁸ See CCCS decisions of *Pest Control* and *Electrical Works*.

tenderers not to disclose prices to competitors, the property officers in the present case had not given explicit instructions on the same. CU Water submitted that when the property officers used the term “support quotes” in their requests to CU Water, the property officers had provided CU Water with a misconception for the quotations to be engineered. CU Water urged CCCS to take this into account as a mitigating factor.²²⁹

232. CCCS does not agree with this representation. Even if the property officers had requested for support quotes, CU Water could have reached out to its competitors to inform them that a customer was looking for additional tender bids and leave it to the competitors to submit their independent bids to the customer. Instead, what CU Water had done was to enter into agreements and/or concerted practices with its competitors for the competitors to provide cover quotes to increase CU Water’s chances of winning the tender. In addition, the evidence given by CU Water was that it had initiated requests for support quotes *only* in response to requests by the property officers at the maintenance sites.²³⁰ However, the fact that CU Water had initiated requests for support quotes in 274 incidences and did not win 98 of them²³¹ reveals that the property officers and/or the customers had valued competition in their tender processes and awarded the tender to more competitive bids. Lastly, CCCS reiterates the legal principles set out in paragraphs 123 to 129 above that even if the property officers had requested “support quotes” or “additional quotes”, it does not detract from the fact that CU Water had an agreement and/or concerted practice with Crystalene and Crystal Clear to provide each other with support quotes. In the majority of the infringing incidences, the Requesting Party had specified a price for the Requested Party to quote to be knowingly higher than the Requesting Party’s quote.
233. Severe duress and pressure from property officers: CU Water submitted that a majority of the incidences occurred due to pressure added by the property officers (e.g. the Managing Agents of the MCST) which caused severe duress to CU Water. It is CU Water’s case that it requested support quotes from Crystalene and Crystal Clear when its customer requested one, and the undue pressure and duress stemmed from the great influence the Managing Agents wield over the MCST on the award of contracts. CU Water submitted that they did not wish to offend the Managing Agents in that regard.²³²
234. Paragraph 2.15 of the Penalty Guidelines provides that the role of the undertaking (e.g. the undertaking was acting under severe duress or pressure) is a mitigating factor. However, CCCS notes that other than a bare allegation, CU Water had not submitted

²²⁹ Written Representations of CU Water dated 8 June 2020, paragraphs 34 to 36.

²³⁰ See for example, NOI of Teh Wee Yap dated 14 November 2018, answer to Q41; NOI of Goh Chen Ling dated 29 November 2018, answers to Q46, Q56 and Q75; NOI of Goh Jenn Ci dated 22 November 2018, answers to Q60, Q93, Q112.

²³¹ CCCS has reviewed CU Water’s submissions regarding the number of infringing incidences and counted that CU Water initiated request for support quotes from Crystalene and/or Crystal Clear in 274 infringing incidences, and was not awarded 98 of them.

²³² Written Representations of CU Water dated 8 June 2020, paragraph 33.

any specific evidence in its representations to show how it had been subjected to severe duress or pressure by the property officers, and specifically by which property officers. In fact, when CU Water’s representatives were interviewed specifically on requests they had received from property officers, they had not raised any allegation of severe duress and pressure exerted by the property officers.²³³ In addition, CCCS notes that there is no allegation by CU Water that the property officers had exerted severe duress or pressure on CU Water to submit support quotes that had to be collusive and uncompetitive. Thus, it had remained an option for CU Water to ask its competitors to provide independent and competitive bids to the customer. Lastly, CU Water submitted in its representations that it has been rejecting property officers’ requests for support quotes since CCCS started its investigations against it in 2017. This shows that CU Water is able to reject property officers’ requests and was unlikely to have been subjected to severe duress and pressure by the property officers. CCCS highlights that it is incumbent on all undertakings irrespective of their size to resist commercial pressure to participate in anticompetitive activity that infringes the Act.²³⁴

235. High Turnover/Low Margin Industry: CU Water submitted that the relevant market of the supply of maintenance services for swimming pools, spas, fountains and water features in privately-owned developments, including but not limited to condominiums and hotels, in Singapore is a high turnover and low profit industry. CU Water also submitted its financial statements for financial year 2012 to 2016 to show that the profit margin of CU Water ranges from [X]% to [X]%. In addition, CU Water also provided the financial statements of five competitors to show that the industry is generally one of high turnover and low profit margin. CU Water submitted that between 1975 and 2020, a total of 326 companies have been incorporated but only 153 currently active swimming pool maintenance companies remain in the market. This may suggest the high turnover and low profit margin nature of the industry which directly impacts the viability of businesses in this industry.²³⁵ From the financial statements of these five competitors, CU Water submitted that the profit margin of [X] is [X]% in financial year (“FY”) 2017 and [X]% in FY 2018; [X]’s is [X]% in FY 2018 and [X]% in FY 2019; [X]’s is [X]% in FY 2015 and [X]% in FY 2016; [X]’s is [X]% in FY 2018 and [X]% in FY 2019; and [X]’s is [X]% in FY 2016 and [X]% in FY 2017. CCCS notes that CU Water did not make any representation on the proportion of its turnover that consisted of “monies passed through” to third parties.
236. The fact that an undertaking operates in an industry with high turnover but low margins may be taken into consideration in adjusting the financial penalty. This is because when the industry operates in such a way that a significant proportion of an undertaking’s turnover comprises monies paid over to subcontractors, it affects the extent to which

²³³ NOI of Teh Wee Yap dated 15 November 2018, answers to Q79 to Q86; NOI of Goh Chen Ling dated 9 January 2019, answers to Q97 to Q112; and NOI of Goh Jenn Ci dated 19 January 2019, answers to Q61 to Q70.

²³⁴ Case 50543: Decision of the CMA *Residential estate agency services* (17 December 2019), at paragraph [7.44].

²³⁵ Additional Written Representations of CU Water dated 30 July 2020, answer to fourth question.

turnover can be regarded as a useful indicator of an undertaking’s economic presence and/or financial strength in the market.²³⁶ Consequently, a penalty based on a percentage of that undertaking’s turnover can be disproportionately high compared to an undertaking operating in an industry where margins are typically higher.²³⁷ Hence, case law has held that the undertaking seeking a reduction on this basis bears the burden to show that the nature of the industry is such that a significant proportion of the gross revenue earned is not retained but passed on to other independent parties.²³⁸ Business costs that affect an undertaking’s profit margins, such as administrative and operational expenses incurred should not be considered in the determination because this would lead to the perverse result of penalising the more efficient undertakings that have lower overheads.²³⁹ In *Kier, Tomlinson Group Limited and another v Office of Fair Trading*²⁴⁰ and *Barrett Estate Services Limited and another v Office of Fair Trading*²⁴¹, the CAT found that the construction sector is one where a large proportion of payments obtained by construction companies from their clients were paid over to various subcontractors that had worked on the site. In *Bees Work Casting Pte Ltd and others v CCS*²⁴² (“*Bees Work*”) and *Ave Management Pte Ltd v CCS*²⁴³, the CAB accepted that high turnover and low margin is characteristic of the modelling agencies industry as there was evidence that a large share of the turnover received by the undertakings consisted of “monies passed through” in the form of payments made to the models and their modelling agencies.²⁴⁴ Approximately [X] % to [X] % of what the clients paid to the modelling agencies were paid to the models.²⁴⁵

237. CU Water had submitted financial statements of 5 competitors. However, it did not submit any representations or provide any evidence that its relevant turnover consisted of “monies passed through” to independent third parties nor did its representations address whether the industry as a whole operates similarly. Based on CU Water’s submissions in relation to its revenue and estimated profit for January 2020 to June 2020²⁴⁶, CCCS notes that CU Water paid between S\$[X] to S\$[X] per month to sub-contractors. This amounts to about [X] % of its turnover for first half of 2020²⁴⁷, which cannot be said to be a significant proportion of CU Water’s turnover. In addition, CCCS notes that from Crystal Clear’s financial statements, Crystal Clear paid S\$[X] in FY 2017 and S\$[X] in FY 2018 for sub-contractors, which amounted to about [X] % of

²³⁶ *IPP Financial Advisors v CCS* [2017] SGCAB 1 (“*IPP Financial Advisors*”), at [68]; *Bees Work Casting Pte Ltd and others v CCS* [2013] SGCAB 1 (“*Bees Work*”), at [131] to [137]

²³⁷ *IPP Financial Advisors* at [68]; *Bees Work* at [131] to [137].

²³⁸ *IPP Financial Advisors*, at [70].

²³⁹ *IPP Financial Advisors*, at [70].

²⁴⁰ *Tomlinson Group Limited and another v Office of Fair Trading* [2011] CAT 7

²⁴¹ *Barrett Estate Services Limited and another v Office of Fair Trading* [2011] CAT 9

²⁴² *Bees Work*

²⁴³ *Ave Management Pte Ltd v CCS* [2013] SGCAB 2 (“*Ave Management*”)

²⁴⁴ *IPP Financial Advisors*, at [69]; *Bees Work*, at [132] to [134]; *Ave Management*, at [139] to [140].

²⁴⁵ *Bees Work*, at [114] and [131].

²⁴⁶ Additional Written Representations of CU Water dated 30 July 2020, Annex B

²⁴⁷ Being S\$[X] (for payments made to subcontractors from January to June 2020 over S\$[X] (for revenue from January 2020 to June 2020).

Crystal Clear's turnover in FY 2017 and FY 2018. From Crystalene's financial statements, Crystalene paid S\$[REDACTED] in FY 2017 and S\$[REDACTED] in FY 2018 for sub-contractors, which amounted to about [REDACTED]% of Crystalene's turnover in FY 2017 and FY 2018. These figures do not support a finding that the industry as a whole operates in such a way that "monies passed through" to independent third parties is a substantial component of turnover of suppliers in this industry. CCCS thus finds that CU Water had not submitted evidence to establish that it operates in an industry with high turnover but low margin.

238. CU Water's co-operation with CCCS during the investigation: CU Water urged CCCS to place greater emphasis on the mitigating factor that it had been cooperative, upfront and forthcoming during CCCS's investigation, including but not limited to providing CCCS with email communication for support quotes.²⁴⁸
239. CCCS has already considered the extent of CU Water's cooperation in deciding on the appropriate mitigating discount, set out in paragraph 223 above. In this regard, CCCS notes that CU Water did not provide cooperation over and above the extent to which it was legally required to warrant a higher mitigating discount.
240. Compliance Programme: CU Water submitted that they have placed heavy emphasis on the importance of complying with the Act on all employees, in particular those employees who are in charge of sales and the preparation of quotation and tender documents of the company. CU Water also submitted that it has since rejected its customers' requests for any support quotes.²⁴⁹ CU Water confirmed that their compliance programme had been implemented once investigations commenced and as soon as they were aware that such conduct is prohibited under the Act.²⁵⁰
241. Having considered CU Water's representations, CCCS notes that CU Water has not provided evidence on the specific features of their compliance programme for CCCS to consider pursuant to paragraph 2.16 of the Penalty Guidelines. Further, CU Water's heavy emphasis on compliance was put in place after investigations had started and hence no further mitigating discount is warranted.²⁵¹

CCCS's conclusion on mitigating factors

242. After careful consideration of CU Water's representation on mitigating factors, CCCS is of the view that no further adjustments are warranted at Step 3.
243. **Step 4: Adjustment for other factors:** CCCS considers that the figure of S\$[REDACTED] is sufficient to act as an effective deterrent to CU Water and to other undertakings which

²⁴⁸ Written Representations of CU Water dated 8 June 2020, paragraph 32.

²⁴⁹ Written Representations of CU Water dated 8 June 2020, paragraph 37.

²⁵⁰ Additional Written Representations of CU Water dated 30 July 2020, answer to fifth question.

²⁵¹ Additional Written Representations of CU Water dated 30 July 2020, answer to fifth question.

may consider engaging in similar bid-rigging arrangements. No adjustments were made to the financial penalty at this stage.

CU Water's representations

244. CU Water raised the following arguments as other relevant factors warranting a reduction in penalties.
245. Size and Financial Position of the Undertaking: CU Water submitted that the proposed penalty stated in the PID of S\$[X], in conjunction with the Covid-19 pandemic resulting in a global recession, is likely to irretrievably jeopardise the economic viability of its business. It submitted that business revenue has decreased significantly and CU Water's customers have requested for rebates of [X]% of maintenance fees for months that their business has been affected by the Covid-19 situation. In the circumstances, CU Water submitted that it would be faced with the need to cut costs by retrenching manpower and labour to sustain their business. However, as their business relies heavily on manpower and labour, their business's ability and capacity to take on projects would also be affected by a decision to retrench employees. Accordingly, CU Water urged CCCS to take into account the financial hardship of CU Water. To support its representations, CU Water submitted its financial statements for financial years 2012 to 2016. In addition, in response to CCCS's notices issued under section 63 of the Act dated 9 June 2020, 3 July 2020 and 4 November 2020, CU Water further submitted its financial statement for FY 2017, 2018 and 2019, its GST F5 filing forms for 2018 and 2019²⁵², information on its debts uncollected from customers as at 31 October 2020 and information on any one-off large sum payment committed to be paid up to 31 March 2021. CU Water additionally submitted its revenue and estimated net profits for the months of January to June in 2020.²⁵³
246. CCCS first notes that CU Water's penalty has been reduced from S\$[X] to S\$308,680 as CU Water's financial penalty has been capped at 10% of its turnover for FY 2019. This is elaborated on further at paragraph 253 below.
247. Secondly in assessing the representations made by CU Water, CCCS notes that EU case law has held that the mere finding of an adverse financial situation or loss-making situation is not sufficient reason to justify a reduction in financial penalties since doing so would have the effect of conferring an unfair competitive advantage on the undertakings least well adapted to the conditions of the market.²⁵⁴ In addition, the CAB

²⁵² CCCS found the GST F5 forms submitted by CU Water to be at best an indication of CU Water's likely turnover for FY 2018 and 2019, and does not provide additional information such as net profit margin and cash flow.

²⁵³ Additional Written Representations of CU Water dated 30 July 2020, answer to sixth question.

²⁵⁴ *Express Bus Operators*, at [500], *CCS 500/002/09 Price Fixing in Modelling Services ("Models")*, at [292] to [293] and Case T-54/14 *Goldfish BV etc. v Commission* EU:T:2016:255, at [135] to [136].

had previously held in *Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand: Transtar Travel Pte Ltd and others v CCCS*²⁵⁵ that when considering the overall appropriateness of the penalty imposed, net profits may not be an accurate marker for certain businesses as there are various other factors or reasons why the net profits of the undertaking may not be that desirable.²⁵⁶

248. From the documents and information provided by CU Water, CCCS finds that CU Water has not shown that payment of the financial penalty would threaten the continued viability of its business. Under paragraph 4 of the Competition (Financial Penalties) Order 2007, undertakings can apply to CCCS to pay financial penalty in instalments. Based on the documents and information provided by CU Water, CCCS finds that CU Water's annual revenue from FY 2012 to FY 2019 appears stable (conservatively around S\$[X] a year).²⁵⁷ Additionally, CU Water's revenue from January to June 2020 shows that its revenue for FY 2020 is on par with its revenue for FY 2019 (where 6 months of revenue from January to June 2020 amounted to S\$[X]); and its amount of uncollected debts from customers as at 31 October 2020 was very low at S\$[X] (amounting to about [X]% of its projected annual revenue). CCCS also notes that the relevant market for the maintenance of swimming pools, spas, water fountains and other water features is one which will continue to offer business opportunities to CU Water as CU Water's customers are required by government agencies to ensure that the water quality in swimming pools and water fountains comply with the standards stipulated in the regulations.²⁵⁸ In this regard, CCCS notes that NEA had issued a circular on 15 June 2020 to owners and occupiers of premises with swimming pools and water fountains to conduct thorough cleaning and disinfection of these facilities to ensure that their water samples pass the regulated limits before re-opening to the public.²⁵⁹ Further, as at end of FY 2019, CU Water had a cash and cash equivalent balance of S\$[X].
249. Media Reports as Deterrence: CU Water submitted that after CCCS sent a notice of its PID to the Parties, the Straits Times and the Business Times had published articles on CCCS's proposed infringement findings against CU Water on 1 April 2020. CU Water urged CCCS to find that such negative media reports, and in conjunction with the harsh economic climate, to be sufficient public deterrence and to reduce the financial penalty.

²⁵⁵ (Appeal No. 3 of 2019) (Decision dated 28 February 2011). *Price Fixing in Bus Services from Singapore to Malaysia and Southern Thailand: Transtar Travel Pte Ltd and Regent Star Travel Pte Ltd* [2011] SGCAB 2 ("Transtar Travel")

²⁵⁶ *Transtar Travel Pte Ltd and others v CCCS* (Appeal No. 3 of 2009), at [98].

²⁵⁷ CU Water also had retained earnings of S\$[X].

²⁵⁸ Additional Written Representations of CU Water dated 30 July 2020, answer to third question; <https://www.nea.gov.sg/our-services/pollution-control/water-quality/swimming-pools>;

<https://www.nea.gov.sg/our-services/pollution-control/water-quality/cooling-towers-and-fountains>

²⁵⁹ <https://www.nea.gov.sg/docs/default-source/our-services/pollution-control/water-quality/circular-on-measures-to-be-taken-when-re-opening-and-re-starting-of-swimming-pools-and-water-fountains.pdf>

250. CCCS is of the view that media reports that arose as a result of CCCS's investigations against an undertaking does not constitute a relevant factor to take into consideration for the purposes of calculating a financial penalty.²⁶⁰

CCCS's conclusion on other relevant factors

251. After careful consideration of CU Water's representation on other relevant factors, CCCS is of the view that no further adjustments are warranted at Step 4.
252. **Step 5: Adjustment to prevent maximum penalty being exceeded:** The business year preceding the date of this ID for CU Water is financial year 2019, for the period 1 August 2018 to 31 July 2019. CU Water had, since the PID, submitted that its applicable turnover for its financial year 2019 was ~~S\$[X]~~.²⁶¹ As such, the statutory maximum penalty for CU Water is ~~S\$[X]~~.
253. The financial penalty of ~~S\$[X]~~ exceeds the maximum penalty that CCCS can impose in accordance with section 69(4) of the Act, i.e. ~~S\$[X]~~. As such, the financial penalty will be adjusted downwards to ~~S\$[X]~~.
254. In its representations, CU Water urged CCCS to apply a lower percentage of 3% at Step 5, instead of the statutory maximum of 10%. CU Water submitted that there is no real or sufficient basis to apply a benchmark or standard fine that is at the maximum of the range allowed. In this regard, CU Water cited the criminal case of *Sim Gek Yong v Public Prosecutor*²⁶² for the legal principle that the maximum sentences are meant for the most egregious of the possible scenarios that may arise under an offence, whereas the conduct of CU Water cannot be said to be anywhere near that extent.
255. This representation by CU Water is a misguided (and wrong) interpretation of section 69(4) of the Act. Section 69(4) of the Act provides for a ceiling which caps the maximum amount of penalty that CCCS can impose on an undertaking; the provision does not provide for a range of fines that can be imposed with 10% being reserved for the most serious of infringements.²⁶³ CCCS's finding on the seriousness of the Parties' infringement is done at Step 1 when it decides on the appropriate starting percentage. For the present case, the actual proposed penalty to be imposed on CU Water is ~~S\$[X]~~, but this proposed penalty has been reduced in Step 5 to ~~S\$[X]~~ in view of the ceiling of 10% of CU Water's turnover for financial year 2019 pursuant to section 69(4) of the Act.

²⁶⁰ See *Pest Control Case*, at [404] to [405]; and *Electrical Works* at [368].

²⁶¹ CU Water's response to CCCS's section 63 notice dated 9 June 2020 and 3 July 2020; CU Water's email dated 17 November 2020.

²⁶² *Sim Gek Yong v Public Prosecutor* [1995] 1 SLR(R) 185

²⁶³ Case T-352/09 *Novacke chemicke zavody A.S. v Commission* ECLI:EU:T:2012:673, at [161] to [164] (Judgment of 12 December 2012).

256. After careful consideration of CU Water’s representation, CCCS is of the view that no further adjustments are warranted at Step 5.
257. **Step 6: Adjustment for leniency and participation in fast track procedure:** CU Water did not apply for leniency nor did CU Water enter into a Fast Track Agreement for a further discount on its penalty. CU Water consequently receives no further discount on its financial penalty.
258. Accordingly, CCCS concludes that a financial penalty of **S\$308,680** is to be imposed on CU Water for its involvement in bid-rigging in various maintenance projects for condominiums and hotels, in Singapore.

F. Conclusion on Penalties

259. In conclusion, pursuant to section 69(2)(d) of the Act, CCCS imposes the following financial penalties on the Parties for each of the infringing incidence:

Party	Financial Penalty
Crystalene	S\$41,541
Crystal Clear	S\$68,793
CU Water	S\$308,680
Total	S\$419,014



Sia Aik Kor
 Chief Executive
 Competition and Consumer Commission of Singapore

ANNEX A: INTERVIEWS CONDUCTED BY CCCS

Company Name	Interviewee Name	Interviewee Designation	Date(s) of Interview²⁶⁴
CU Water	Mr. Teh Wee Yap	Service Manager	21 November 2017, 14 November 2018, 15 November 2018
	Ms. Goh Chen Ling	Operation Manager	21 November 2017, 29 November 2018, 07 January 2019, 08 January 2019, 09 January 2019
	Ms. Goh Jenn Ci	Executive Officer	21 November 2017, 22 November 2018, 17 January 2019, 18 January 2019, 19/21 January 2019
Crystalene	Mr. Ong Hiap Chuan	Manager	21 November 2017
	Mr. Ng Chun Hian	Self-employed (Former Manager of Crystalene)	21 November 2017, 6 December 2018
	Ms. Azliana Binte Aris	Admin Officer	21 November 2017, 5 December 2018
	Ms. Mazzlia Binti Aziz	Designer	13 December 2018
Crystal Clear	Mr. Toh Chiang Ming	Manager	21 November 2017, 11 December 2018, 12 December 2018
	Ms. Teng Siew Bee	Admin Officer	13 December 2018, 14 December 2018

²⁶⁴ Interviews conducted on 21 November 2017 took place during the section 64 inspections at the premises of CU Water, Crystalene and Crystal Clear respectively.

ANNEX B1: TENDERS AFFECTED BY CONDUCT (CU Water – Crystalene)

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁶⁵ /Date of Request by Requesting Party ²⁶⁶	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
1	Adam Park Condominium (MCST 2964)	N.A.	15 Jul 2010 ²⁶⁷	Supply and install filter elements for filter tank	S\$[REDACTED]	CU Water	AZL-025	NOI Azliana Aris dated 5 Dec 2018 – Q231-Q241
2	Adam Park Condominium (MCST 2964)	N.A.	15 Jul 2010	Submersible pump for hot jacuzzi pool	S\$[REDACTED]	CU Water	AZL-025	NOI Azliana Aris dated 5 Dec 2018 – Q231-Q241
3	Adam Park Condominium (MCST 2964)	N.A.	28 Sep 2011/ 29 Sep 2011	Replacement for male sauna	S\$[REDACTED]	CU Water	GJC-164 MA-004	NOI Goh Jenn Ci dated 19/21 Jan 2019 – Q49-Q56; NOI Mazzlia dated 13 Dec 2018 – Q75-Q84
4	Adam Park Condominium (MCST 2964)	N.A.	04 Oct 2011/ 10 Oct 2011	Fish pond maintenance	S\$[REDACTED]	CU Water	GCL-024 MA-004	NOI Goh Chen Ling dated 29 Nov 2018 – Q45-Q52; NOI Mazzlia dated 13 Dec 2018 – Q75-Q84
5	Adam Park Condominium (MCST 2964)	N.A.	04 Oct 2011/ 10 Oct 2011	Swimming pool maintenance	S\$[REDACTED]	CU Water	GCL-024 MA-004	NOI Goh Chen Ling dated 29 Nov 2018 – Q45-Q52; NOI Mazzlia dated 13 Dec 2018 – Q75-Q84
6	Amaryllis Ville (MCST 2887)	Crystalene - CR/8634/09/2012	19 Sep 2012/25 Sept 2012	Interactive and main swimming pool cement screeding works	S\$[REDACTED]	CU Water	GCL-025	NOI Goh Chen Ling dated 29 Nov 2018 – Q53-Q62
7	Aquarius by the Park (MCST 2669)	Crystalene - CR/9506/02/2014	12 Feb 2014/10 Feb 2014	Replacement of filter tank accessories	S\$[REDACTED]	CU Water	TWY-015 GJC-021	NOI Goh Chen Ling dated 29 Nov 2018 – Q74-Q81; NOI Goh Jenn Ci dated 22 Nov 2018 – Q92-Q99
8	Aston Mansions (MCST 2322)	N.A.	16 May 2012/ 19 May 2012	Replacement of swimming pool filter element	S\$[REDACTED]	CU Water	GCL-029	NOI Goh Chen Ling dated 29 Nov 2018 – Q102-Q109
9	Balmoral Spring (MCST 2515)	N.A.	26 Jan 2011	Various maintenance, pump and filter replacement jobs	S\$[REDACTED]	CU Water (although Crystalene approached CU Water for advice on what to quote)	GCL-033 GJC-030 MA-006	NOI Goh Chen Ling dated 29 Nov 2018 – Q134-Q140; NOI Goh Jenn Ci dated 22 Nov 2018 – Q174-Q182; NOI Mazzlia dated 13 Dec 2018 – Q94-Q103
10	Binjai Crest (MCST 2937)	N.A.	18 May 2012	Maintenance Contract	S\$[REDACTED]	CU Water	GJC-033	NOI Goh Jenn Ci dated 22 Nov 2018 – Q215-Q222;
11	Bishan Park Condominium (MCST 2011)	N.A.	10 Nov 2011	Repair and replacement of faulty swimming pool pumps	N.A.	CU Water (although Crystalene approached CU Water for advice on what to quote)	GJC-034, AZL-014	NOI Goh Jenn Ci dated 22 Nov 2018 – Q225-Q235; NOI Azliana Aris dated 5 Dec 2018 – Q75-Q83
12	Bishan Point (MCST 3005)	N.A.	3 Nov 2011/9 Nov 2011	Pumpset servicing	S\$[REDACTED]	CU Water	GCL-039 MA-009	NOI Goh Chen Ling dated 29 Nov 2018 – Q202-Q209; NOI Mazzlia dated 13 Dec 2018 – Q123-Q130

²⁶⁵ This refers to the date of the support quote specified by the Requesting Party and sent to the Requested Party.

²⁶⁶ This refers to the date of the communication sent by a Requesting Party to a Requested Party containing a request for a support quote.

²⁶⁷ Where Tender Date and Date of Email Request by Requesting Party is the same, only one date is stated.

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁶⁵ /Date of Request by Requesting Party ²⁶⁶	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
13	Bishopsgate Residences (MCST 3987)	N.A.	29 May 2017	N.A.	S\$[X]	CU Water (although Crystalene approached CU Water for advice on what to quote)	RO-002 AZL-007	NOI Richard Ong dated 21 Nov 2017 – Q25; NOI Azliana Aris dated 5 Dec 2018 – Q85-Q91
14	Blossoms @ Woodleigh (MCST 3284)	N.A.	27 May 2013	Clearing of Jacuzzi jet nozzles	S\$[X]	CU Water	GCL-040	NOI Goh Chen Ling dated 29 Nov 2018 – Q212-Q219
15	Blossoms @ Woodleigh (MCST 3284)	N.A.	27 May 2013	Monthly maintenance	S\$[X]	CU Water	GCL-040	NOI Goh Chen Ling dated 29 Nov 2018 – Q212-Q219
16	Bullion Park Condominium (MCST 1849)	N.A.	8 Jun 2010/ 9 Jun 2010	Maintenance services for swimming pools, wading pools, main gate fountain	S\$[X]	Crystalene	GCL-043 GJC-037	NOI Goh Chen Ling dated 29 Nov 2018 – Q240-Q248; NOI Goh Jenn Ci dated 22 Nov 2018 – Q269-Q276
17	Bullion Park Condominium (MCST 1849)	N.A.	21 Jun 2010/ 23 Jun 2010	Replacement of circulation pump for swimming pool	S\$[X]	Crystalene	GCL-043 GJC-037 MA-011	NOI Goh Chen Ling dated 29 Nov 2018 – Q240-Q248; NOI Goh Jenn Ci dated 22 Nov 2018 – Q269-Q276; NOI Mazzlia dated 13 Dec 2018 – Q142-Q150
18	Cairnhill Crest (MCST 3007)	N.A.	14 May 2012	Maintenance service of pools, water features and pond	S\$[X]	CU Water	GCL-046	NOI Goh Chen Ling dated 29 Nov 2018 – Q270-Q276
19	Callidora Ville (MCST 3575)	N.A.	03 Sep 2011/ 05 Sep 2011	Maintenance service of swimming pools, spa pools and water test	S\$[X]	CU Water	GCL-047 MA-001	NOI Goh Chen Ling dated 29 Nov 2018 – Q283-Q290; NOI Mazzlia dated 13 Dec 2018 – Q152-Q160
20	Cavenagh Lodge	N.A.	10 May 2010/11 May 2010	Installation of filter, filter element and multiport valve	S\$[X]	Crystalene	GJC-041	NOI Goh Jenn Ci dated 17 Jan 2019 – Q13-Q20
21	Cavendish Park (MCST 2208)	N.A.	19 Apr 2012	Installation of spa pool pump for filtration	S\$[X]	CU Water	GCL-052	NOI Goh Chen Ling dated 29 Nov 2018 – Q323-Q332
22	Cavendish Park (MCST 2208)	N.A.	20 Jan 2014	Replacement of elements and clamps for swimming pool	S\$[X]	CU Water	GJC-042	NOI Goh Jenn Ci dated 17 Jan 2019 – Q23-Q30
23	Changi Rise (MCST 2897)	N.A.	21 Mar 2012, 22 Mar 2012	Pool grouting works	S\$[X]	Crystalene	GCL-055 GJC-044 RO-009	NOI Goh Chen Ling dated 29 Nov 2018 – Q353-Q360; NOI Goh Jenn Ci dated 17 Jan 2019 – Q41-Q47; NOI Richard Ong dated 21 Nov 2017 – Q32
24	Changi Rise (MCST 2897)	N.A.	3 Apr 2012	Installation of sand filter	S\$[X]	Crystalene	GCL-055 GJC-044 RO-020	NOI Goh Chen Ling dated 29 Nov 2018 – Q353-Q360; NOI Goh Jenn Ci dated 17 Jan 2019 – Q41-Q47; NOI Richard Ong dated 21 Nov 2017 – Q43
25	Copthorne King's Hotel Singapore	N.A.	11 Apr 2014/ 14 April 2014	Replacement of multiport valve	S\$[X]	Crystalene	TWY-021	NOI Goh Jenn Ci dated 17 Jan 2019 – Q60-Q67
26	D'Oasia (MCST 3617)	Crystalene - CR/8633/09/2012	19 Sep 2012/ 25 Sept 2012	Replacement of swimming pool light	S\$[X]	CU Water	GCL-063	NOI Goh Chen Ling dated 07 Jan 2019 – Q41-Q48
27	D'Oasia (MCST 3617)	N.A.	3 Nov 2012	Replacement of water feature works	S\$[X]	CU Water	GCL-063	NOI Goh Chen Ling dated 07 Jan 2019 – Q41-Q48

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁶⁵ /Date of Request by Requesting Party ²⁶⁶	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
28	Dynasty Garden Court 2 (MCST 0706)	N.A.	11 Oct 2008/13 Oct 2008	Installation of filtration pump and filter	S\$[REDACTED]	CU Water	TWY-074	NOI Teh Wee Yap dated 14 Nov 2018 – Q85-Q88
29	Eightrium	N.A.	1 Apr 2013	Monthly maintenance	S\$[REDACTED]	CU Water	GCL-070	NOI Goh Chen Ling dated 07 Jan 2019 – Q118-Q125
30	Eunos Green (MCST 2326)	N.A.	2 Jul 2012	Replacement of swimming pool pump cover	S\$[REDACTED]	CU Water	GCL-072	NOI Goh Chen Ling dated 07 Jan 2019 – Q137-Q145
31	Euphony Gardens (MCST 2680)	N.A.	20 May 2010	Repair of Jacuzzi pumps	S\$[REDACTED]	Crystalene	GJC-056	NOI Goh Jenn Ci dated 17 Jan 2019 – Q197-Q203
32	Euphony Gardens (MCST 2680)	N.A.	30 Sep 2010	Installation of water sprout at swimming pool	S\$[REDACTED]	Crystalene	GJC-056 MA-013	NOI Goh Jenn Ci dated 17 Jan 2019 – Q197-Q203; NOI Mazzlia dated 13 Dec 2018 – Q178-Q185
33	Fraser Residence Orchard, Singapore	CU Water - M2253/0114/008 (203)	23 Jan 2014	Repair of swimming pool	S\$[REDACTED]	Crystalene	TWY-022	NOI Teh Wee Yap dated 15 Nov 2018 – Q4-Q12; NOI Goh Jenn Ci dated 17 Jan 2019 – Q205-Q212
34	Gallop Gables (MCST 2440)	N.A.	13 May 2010/ 26 May 2010	Maintenance of swimming pool	S\$[REDACTED]	CU Water	GCL-074 MA-014	NOI Goh Chen Ling dated 07 Nov 2019 – Q158-Q167; NOI Mazzlia dated 13 Dec 2018 – Q187-Q194
35	Gallop Gables (MCST 2440)	N.A.	14 Sep 2011/ 15 Sep 2011	Replacement works in main pool pump room	S\$[REDACTED]	CU Water	GCL-074 MA-014	NOI Goh Chen Ling dated 07 Jan 2019 – Q158-Q167; NOI Mazzlia dated 13 Dec 2018 – Q187-Q194
36	1 Tyersall Road (Gallop Gardens)	Crystalene - CR/8376/05/2012	29 May 2012/ 2 Jun 2012/	Installation of lights and pump	S\$[REDACTED]	CU Water	GCL-222A – GG1 GCL-222B – 4 th of 6 quotes	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11
37	1B Tyersall Road (Gallop Gardens)	Crystalene - CR/8378/05/2012	29 May 2012/ 2 Jun 2012	Installation of new motors	S\$[REDACTED]	CU Water	GCL-222A – GG1 GCL-222B – 6 th of 6 quotes	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11
38	1B Tyersall Road (Gallop Gardens)	Crystalene - CR/8373/05/2012	29 May 2012/ 2 Jun 2012/	Installation of fans	S\$[REDACTED]	CU Water	GCL-222A – S/N 8 GCL-222B – 2 nd of 6 quotes	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11
39	1B Tyersall Road (Gallop Gardens)	Crystalene - CR/8374/05/2012	29 May 2012/ 2 Jun 2012	Installation of light bulbs/push buttons	S\$[REDACTED]	CU Water	GCL-222A – S/N 5 GCL-222B – 1 st of 6 quotes	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11
40	1C Tyersall Road (Gallop Gardens)	N.A.	6 Jan 2013/ 8 Jan 2013	Installation of Teco motors for swimming pool pump, jet pump and lily pond pump	S\$[REDACTED]	CU Water	GCL-222A - GG5	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11
41	3 Tyersall Road (Gallop Gardens)	N.A.	25 Aug 2011/ 29 Aug 2011	Pumpset servicing	S\$[REDACTED]	CU Water	GCL-222A – S/N 1	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11
42	3 Tyersall Road (Gallop Gardens)	N.A.	9 Oct 2012	Installation of relay controller and pressure jet wash	S\$[REDACTED]	CU Water	GCL-222A – S/N 11 GJC-162	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Goh Jenn Ci dated 19 Jan 2019 – Q18-Q30
43	3A Tyersall Road (Gallop Gardens)	N.A.	2 Sep 2011	Repair works for swimming pool, Jacuzzi and pond	S\$[REDACTED]	CU Water	GCL-222A – S/N 3	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11
44	3C Tyersall Road (Gallop Gardens)	N.A.	16 Aug 2011/ 22 Aug 2011	Installation of pump for swimming pool	S\$[REDACTED]	CU Water	MA-002	NOI Mazzlia dated 13 Dec 2018 – Q56-Q64
45	3C Tyersall Road (Gallop Gardens)	Crystalene - CR/8377/05/2012	29 May 2012/ 2 Jun 2012	Installation of fans and valve	S\$[REDACTED]	CU Water	GCL-222A-GG1 GCL-222B – 5 th of 6 quotes	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁶⁵ /Date of Request by Requesting Party ²⁶⁶	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
46	Gentle Reflections (MCST 3490)	N.A.	5 Dec 2011/ 7 Dec 2011	Installation of valves for swimming pool	S\$[X]	CU Water	GCL-076	NOI Goh Chen Ling dated 07 Jan 2019 – Q179-Q186
47	Gentle Reflections (MCST 3490)	N.A.	5 Jan 2012	Installation of accessories for swimming pool	S\$[X]	CU Water	GCL-076	NOI Goh Chen Ling dated 07 Jan 2019 – Q179-Q186
48	Glendale Park (MCST 2549)	N.A.	6 Oct 2011/12 Oct 2011	Repair works for spa pool	S\$[X]	CU Water	GCL-077 MA-015	NOI Goh Chen Ling dated 07 Jan 2019 – Q189-Q196; NOI Mazzlia dated 19 Jan 2019 – Q196-Q204
49	Glendale Park (MCST 2549)	N.A.	21 Nov 2012	Monthly maintenance	S\$[X]	CU Water	GJC-058	NOI Goh Jenn Ci dated 17 Jan 2019 – Q224-Q233
50	Grand Copthorne Waterfront Hotel	N.A.	22 Jan 2014	Maintenance of swimming pool and water features	S\$[X]	Crystalene	TWY-020	NOI Goh Chen Ling dated 07 Jan 2019 – Q217-Q224
51	Grand Hyatt Singapore	CU Water - M3108/0214/002(203)	11 Feb 2014	Monthly maintenance	S\$[X]	Crystalene	TWY-026 GCL-005	NOI Goh Chen Ling dated 07 Jan 2019 – Q235-Q253; NOI Goh Jenn Ci dated 17 Jan 2019 – Q264-Q271
52	Grand Hyatt Singapore	N.A.	10 Mar 2016	Maintenance of pool, hot and cold Jacuzzi	S\$[X]	CU Water	GJC-011	NOI Goh Chen Ling dated 07 Jan 2019 – Q243-Q253; NOI Goh Jenn Ci dated 17 Jan 2019 – Q272-Q282
53	Grange Infinite (MCST 3728)	N.A.	24 Jul 2012	Installation of various units	S\$[X]	Crystalene	GJC-061	NOI Goh Jenn Ci dated 17 Jan 2019 – Q289-Q291
54	Grange Infinite (MCST 3728)	N.A.	14 May 2013/ 15 May 2013	Replacement of heating element coils	S\$[X]	Crystalene	GCL-081 GJC-061	NOI Goh Chen Ling dated 07 Jan 2019 – Q255-Q262; NOI Goh Jenn Ci dated 17 Jan 2019 – Q284-Q288
55	Grange Infinite (MCST 3728)	CU Water - M3728/0514/005(207)	29 May 2014/ 28 May 2014	Maintenance service for swimming pool, hot Jacuzzi and water feature	S\$[X]	Crystalene	GCL-007 GCL-081 TWY-030	NOI Goh Chen Ling dated 07 Jan 2019 – Q255-Q262; NOI Goh Jenn Ci dated 17 Jan 2019 – Q289-Q293
56	Hillview 128 (MCST 2819)	N.A.	30 Nov 2011/ 2 Dec 2011	Replacement of filter element	S\$[X]	CU Water	MA-017	NOI Mazzlia dated 13 Dec 2018 – Q215-Q222
57	Holland Gems	N.A.	10 Jul 2010/ 16 Jul 2010	Installation of 1 multiport valve and 2 sets of PVC check valves	S\$[X]	CU Water	AZL-025	NOI Azliana Aris dated 05 Dec 2018 – Q231-Q241
58	Holland Gems	N.A.	22 Aug 2011/23 Aug 2011	Repair of spa pool	S\$[X]	CU Water	GCL-087 MA-018	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322; NOI Mazzlia dated 13 Dec 2018 – Q224-Q231
59	Holland Gems	N.A.	22 Aug 2011/23 Aug 2011	Underwater light fitting at wading pool base	S\$[X]	CU Water	GCL-087 MA-018	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322; NOI Mazzlia dated 13 Dec 2018 – Q224-Q231
60	Holland Gems	N.A.	31 May 2012/ 2 June 2012	Replacement of water feature light bulb	S\$[X]	CU Water	GCL-087	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322
61	Holland Gems	N.A.	10 Sep 2012	Servicing works for main pool pump	S\$[X]	CU Water	GCL-087	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322
62	Holland Gems	N.A.	17 Jan 2013	Lighting works for swimming pool	S\$[X]	CU Water	GCL-087	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322
63	Holland Mews (MCST 2959)	N.A.	21 Sep 2011	Light fitting for water feature	S\$[X]	CU Water	GCL-088 MA-019	NOI Goh Chen Ling dated 07 Jan 2019 – Q325-Q332; NOI Mazzlia dated 13 Dec 2018 – Q233-Q240
64	Holland Mews (MCST 2959)	N.A.	5 Dec 2011	Replacement of lightings	S\$[X]	CU Water	GCL-088 MA-019	NOI Goh Chen Ling dated 07 Jan 2019 – Q325-Q322; NOI Mazzlia dated 13 Dec 2018 – Q233-Q240
65	Honolulu Tower (MCST 0990)	N.A.	18 Oct 2011/ 19 Oct 2011	Repair works for foam water feature	S\$[X]	CU Water	MA-021	NOI Mazzlia dated 13 Dec 2018 – Q252-Q259

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							Exhibit marking	Parties' evidence in Notes of Information
66	Katong Gardens (MCST 1057)	N.A.	19 Sep 2011/ 20 Sep 2011	Maintenance of swimming pool	S\$[X]	CU Water	GCL-095 MA-022	NOI Goh Chen Ling dated 07 Jan 2019 – Q394-Q401; NOI Mazzlia dated 13 Dec 2018 – Q261-Q268
67	Kent Vale 2	N.A.	1 Mar 2014/ 11 Mar 2014	Maintenance of pool, playground and water features	S\$[X]	Crystalene	GJC-070	NOI Goh Jenn Ci dated 17 Jan 2019 – Q375-Q382
68	Kew Green Townhouse (MCST 2375)	N.A.	6 Jun 2014	Overflow gratings	S\$[X]	CU Water	GCL-097	NOI Goh Chen Ling dated 07 Jan 2019 – Q413-Q420
69	Marina @ Keppel Bay	N.A.	27 Sep 2011/4 Oct 2011	Replacement of water feature blower	S\$[X]	CU Water	MA-023	NOI Mazzlia dated 13 Dec 2018 – Q270-Q277
70	Naumi Hotel Singapore	N.A.	23 May 2014	Monthly maintenance	S\$[X]	Crystalene	GCL-110 GJC-084	NOI Goh Chen Ling dated 07 Jan 2019 – Q570-Q577; NOI Goh Jenn Ci dated 17 Jan 2019 – Q526-Q533
71	Naumi Hotel Singapore	N.A.	18 Jun 2014/ 19 June 2014	Replacement of tiles and regrouting of cracked line	S\$[X]	Crystalene	GCL-110 GJC-084	NOI Goh Chen Ling dated 07 Jan 2019 – Q570-Q577; NOI Goh Jenn Ci dated 17 Jan 2019 – Q526-Q533
72	Newton Gems	N.A.	10 Aug 2011/ 28 Sep 2011	Servicing of effect pump	S\$[X]	CU Water	GCL-113 MA-025	NOI Goh Chen Ling dated 07 Jan 2019 – Q599-Q609; NOI Mazzlia dated 13 Dec 2018 – Q285-Q292
73	Newton Gems	N.A.	21 Sep 2011	Replacement of swimming pool lighting	S\$[X]	CU Water	GCL-113 MA-025	NOI Goh Chen Ling dated 07 Jan 2019 – Q599-Q609; NOI Mazzlia dated 13 Dec 2018 – Q285-Q292
74	One Jervois (MCST 3567)	N.A.	18 May 2012/ 19 May 2012	Replacement of swimming pool base light fitting	S\$[X]	CU Water	GCL-118	NOI Goh Chen Ling dated 07 Jan 2019 – Q657-Q665
75	Orchard Parksuites	N.A.	21 May 2010/ 24 May 2010	Rectification works for swimming pool and water features	S\$[X]	Crystalene	GCL-122 GJC-091	NOI Goh Chen Ling dated 08 Jan 2019 – Q3-Q13; NOI Goh Jenn Ci dated 18 Jan 2019 – Q2-Q10
76	Orchard Parksuites	N.A.	25 May 2010	Reinstatement works for swimming pool deck tiles	S\$[X]	Crystalene	GCL-122 GJC-091	NOI Goh Chen Ling dated 08 Jan 2019 – Q3-Q13; NOI Goh Jenn Ci dated 17 Jan 2019 – Q2-Q10
77	Orchard Parksuites	N.A.	14 Jun 2010/ 15 Jun 2010	Temporary loan water feature pumpset	S\$[X]	Crystalene	GCL-122 GJC-091	NOI Goh Chen Ling dated 08 Jan 2019 – Q3-Q13; NOI Goh Jenn Ci dated 17 Jan 2019 – Q2-Q10
78	Orchard Parksuites	N.A.	5 Aug 2010 10 Aug 2010	Installation of non-return valve at delivery line for swimming pool	S\$[X]	Crystalene	GCL-122 GJC-091	NOI Goh Chen Ling dated 08 Jan 2019 – Q3-Q13; NOI Goh Jenn Ci dated 17 Jan 2019 – Q2-Q10
79	Parc Imperial (MCST 3589)	N.A.	19 Jun 2012	Replacement of pump	S\$[X]	Crystalene	GCL-127	NOI Goh Chen Ling dated 08 Jan 2019 – Q52-Q59
80	Parc Imperial (MCST 3589)	N.A.	5 Nov 2012	Replacement of multiport valve	S\$[X]	Crystalene	GCL-127 GJC-095	NOI Goh Chen Ling dated 08 Jan 2019 – Q52-Q59; NOI Goh Jenn Ci dated 18 Jan 2019 – Q61-Q68
81	Park Infinia at Wee Nam (MCST 3361)	N.A.	4 Sep 2014/ 8 Sep 2014	Servicing of swimming pool pumpset no 2	S\$[X]	CU Water	GCL-130	NOI Goh Chen Ling dated 08 Jan 2019 – Q84-Q91
82	Paterson Residence (MCST 3396)	N.A.	18 Oct 2011/ 19 Oct 2011	Replacement of 1 unit Teco motor for pumpset for swimming pool circulation	S\$[X]	CU Water	GCL-132 AZL-018	NOI Goh Chen Ling dated 08 Jan 2019 – Q120-Q127; NOI Azliana Aris dated 05 Dec.2018 – Q161-Q168
83	Point Loma (MCST 0989)	N.A.	25 May 2010	Rescreeding works at overflow drain	S\$[X]	Crystalene	GCL-136 GJC-103	NOI Goh Chen Ling dated 08 Jan 2019 – Q156-Q164; NOI Goh Jenn Ci dated 17 Jan 2019 – Q146-Q155
84	Regency Suites (MCST 3380)	N.A.	15 Jul 2010/ 16 Jul 2010	Replacement of 1 submersible pump for water feature	S\$[X]	CU Water	AZL-025	NOI Azliana Aris dated 05 Dec.2018 – Q231-Q241

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85	Regent Park (MCST 2192)	N.A.	20 Oct 2014	Installation of Jacuzzi pool clamps	SS[ⓧ]	CU Water	GCL-137 GJC-105	NOI Goh Chen Ling dated 08 Jan 2019 – Q167-Q174; NOI Goh Jenn Ci dated 18 Jan 2019 – Q176-Q184
86	Ris Grandeur (MCST 3114)	N.A.	9 Oct 2012	Replacement of main pool light fixture	SS[ⓧ]	CU Water	GCL-140 GJC-107	NOI Goh Chen Ling dated 08 Jan 2019 – Q206-Q213; NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213
87	Ritz-Carlton Residences (MCST 3864)	CU Water – M3864/0414/004(207)	28 Apr 2014	Maintenance service of swimming pool	SS[ⓧ]	Crystalene	TWY-031 TWY-032	NOI Goh Jenn Ci dated 18 Jan 2019 – Q215-Q222
88	Sandy Palm (MCST 2750)	Crystalene - CR/9519/02/2014	16 Feb 2014/18 Feb 2014	Monthly maintenance	SS[ⓧ]	CU Water	GCL-147	NOI Goh Chen Ling dated 08 Jan 2019 – Q283-Q290
89	Shangri-La Hotel Singapore	N.A.	24 Aug 2010 25 Aug 2010	Change of multiport and sand filter	SS[ⓧ]	Crystalene	RO-011 MA-031	NOI Richard Ong dated 21 Nov 2017 – Q34; NOI Mazzlia dated 13 Dec 2018 – Q338-Q347
90	Shangri-La Hotel Singapore	N.A.	29 Aug 2010 30 Aug 2010	Replacement of ball float and Diversion of overflow piping for outdoor Jacuzzi	SS[ⓧ]	Crystalene	RO-030 GCL-153	NOI Richard Ong dated 21 Nov 2017 – Q53; NOI Goh Chen Ling dated 08 Jan 2019 – Q363-Q370
91	Shangri-La Hotel Singapore	N.A.	20 Oct 2010	Maintenance of water features and pond	SS[ⓧ]	Crystalene	GCL-153 GJC-115 MA-031	NOI Goh Chen Ling dated 08 Jan 2019 – Q363-Q370; NOI Goh Jenn Ci dated 18 Jan 2019 – Q304-Q311; NOI Mazzlia dated 13 Dec 2018 – Q338-Q347
92	Shangri-La Hotel Singapore	N.A.	24 Jan 2011/ 26 Jan 2011	Vacuum salt	SS[ⓧ]	Crystalene	GCL-153 GJC-115	NOI Goh Chen Ling dated 08 Jan 2019 – Q363-Q370; NOI Goh Jenn Ci dated 18 Jan 2019 – Q304-Q311
93	Shangri-La Hotel Singapore	N.A.	24 Jan 2011/ 26 Jan 2011	Bulkhead assembly for inlet and outlet of sand filter	SS[ⓧ]	Crystalene	GCL-153 GJC-115	NOI Goh Chen Ling dated 08 Jan 2019 – Q363-Q370; NOI Goh Jenn Ci dated 18 Jan 2019 – Q304-Q311
94	Shangri-La Hotel Singapore	N.A.	27 May 2011	Shangri-La Hotel contract price: Sodium chloride (salt dosage) into the swimming pool and fish pond maintenance	SS[ⓧ]	Crystalene	GJC-115 MA-031 NCH-010	NOI Goh Jenn Ci dated 18 Jan 2019 – Q304-Q311; NOI Mazzlia dated 13 Dec 2018 – Q338-Q347; NOI Ng Chun Hian dated 6 Dec 2018 – Q143 – Q152
95	Starville (MCST 3124)	N.A.	6 Aug 2012	Monthly maintenance	SS[ⓧ]	CU Water	GCL-157	NOI Goh Chen Ling dated 08 Jan 2019 – Q416-Q425
96	Teresa Ville Condominium (MCST 0980)	N.A.	22 Apr 2014	Piping work from balancing tank to pump room	SS[ⓧ]	Crystalene	GJC-124	NOI Goh Jenn Ci dated 18 Jan 2019 – Q396-Q403
97	The Clearwater (MCST 2665)	N.A.	21 Sep 2011/ 22 Sep 2011	Maintenance of swimming pool, including water analysis test	SS[ⓧ]	Crystalene	GCL-175 GJC-132	NOI Goh Chen Ling dated 08 Jan 2019 – Q594-Q602; NOI Goh Jenn Ci dated 18 Jan 2019 – Q471-Q478
98	The Clearwater (MCST 2665)	N.A.	8 Oct 2012/10 Oct 2012	Repair of submersible pump at water feature behind guard room	SS[ⓧ]	Crystalene	GCL-175 GJC-132	NOI Goh Chen Ling dated 08 Jan 2019 – Q594-Q602; NOI Goh Jenn Ci dated 18 Jan 2019 – Q471-Q478
99	The Colonnade	N.A.	18 May 2012/19 May 2012	Repair works for pump	SS[ⓧ]	CU Water	GCL-176	NOI Goh Chen Ling dated 08 Jan 2019 – Q605-Q612
100	The Colonnade	N.A.	12 Jul 2012	Control valve for filter backwash pipe	SS[ⓧ]	CU Water	GCL-176	NOI Goh Chen Ling dated 08 Jan 2019 – Q605-Q612
101	The Colonnade	N.A.	30 Jul 2012/3 Aug 2012	Grouting repair works for water feature	SS[ⓧ]	CU Water	GCL-176	NOI Goh Chen Ling dated 08 Jan 2019 – Q632-Q612

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102	The Edge on Cairnhill (MCST 2770)	N.A.	25 Mar 2011/28 Mar 2011	Installation of light bulbs	S\$[X]	CU Water	GCL-178 MA-033	NOI Goh Chen Ling dated 08 Jan 2019 – Q608-Q639; NOI Mazzlia dated 13 Dec 2018 – Q359-Q366
103	The Esta (MCST 3455)	N.A.	29 Sep 2011	Pump No. 1	S\$[X]	Crystalene	GCL-180, GJC-136 MA-012	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517; NOI Mazzlia dated 13 Dec 2018 – Q167 – Q175
104	The Esta (MCST 3455)	N.A.	29 Sep 2011	Mechanical seal and bearing pump No. 3	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
105	The Esta (MCST 3455)	N.A.	29 Sep 2011	Contractor for filtration pump No. 3	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
106	The Esta (MCST 3455)	N.A.	29 Sep 2011	Mechanical seal and bearing pump No. 5	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
107	The Esta (MCST 3455)	N.A.	16 Feb 2012/ 22 Feb 2012	Multiport valve for filter (9 valves and piping)	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
108	The Esta (MCST 3455)	N.A.	24 Apr 2012/25 Apr 2012	Seal and bearing	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
109	The Esta (MCST 3455)	N.A.	24 Apr 2012/25 Apr 2012	Installation of underwater light fixtures	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
110	The Esta (MCST 3455)	N.A.	7 May 2012	Monthly maintenance	S\$[X]	Crystalene	GCL-180	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661
111	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of Cartridge filter	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661 NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
112	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of filtration pumpset	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
113	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of sump pump	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
114	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of submersible pump	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
115	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of filtration pumpset	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
116	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Supply of life buoy	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
117	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of submersible pump	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
118	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of ball valves	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517

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119	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of floor inlet surface plates	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
120	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of mechanical seal, bearing and capacitor for pumpset	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
121	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of mechanical seal and bearing for circulation pump	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
122	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of underwater light fixture	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
123	The Esta (MCST 3455)	N.A.	10 Aug 2012/15 Aug 2012	Replacement of Cartridge filter	S\$[X]	Crystalene	GCL-180 GJC-136	NOI Goh Chen Ling dated 08 Jan 2019 – Q650-Q661; NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
124	The Esta (MCST 3455)	N.A.	15 May 2014/16 May 2014	Monthly maintenance	S\$[X]	Crystalene	GJC-136	NOI Goh Jenn Ci dated 18 Jan 2019 – Q510-Q517
125	The Mint Residences (MCST 3479)	N.A.	14 Jul 2010/16 Jul 2010	Monthly maintenance of swimming pool and water test	S\$[X]	CU Water	AZL-025	NOI Azliana Aris dated 5 Dec 2018 – Q231-Q241
126	The Ritz Carlton Millenia Singapore	N.A.	27 Apr 2010/ 29 Apr 2010	Centrifugal pump	S\$[X]	Crystalene	GCL-190 GJC-143	NOI Goh Chen Ling dated 08 Jan 2019 – Q743-Q753; NOI Goh Jenn Ci dated 18 Jan 2019 – Q580-Q587
127	The Ritz Carlton Millenia Singapore	N.A.	13 Jul 2010/19 Jul 2010	Butterfly valve and Jacuzzi pump	S\$[X]	Crystalene	GCL-190 GJC-143	NOI Goh Chen Ling dated 08 Jan 2019 – Q743-Q753; NOI Goh Jenn Ci dated 18 Jan 2019 – Q580-Q587
128	The Ritz Carlton Millenia Singapore	N.A.	8 Mar 2011/ 9 Mar 2011	Sand filter and filter tank for water feature	S\$[X]	Crystalene	GCL-190	NOI Goh Chen Ling dated 08 Jan 2019 – Q743-Q753
129	The Ritz Carlton Millenia Singapore	N.A.	13 Jul 2011/23 Aug 2011	Sand filter and filter tank for water feature	S\$[X]	Crystalene	GJC-143	NOI Goh Jenn Ci dated 18 Jan 2019 – Q580-Q587
130	The Ritz Carlton Millenia Singapore	N.A.	5 Oct 2011/ 7 Oct 2011	Filter elements and multiport valve	S\$[X]	Crystalene	GCL-190 GJC-143	NOI Goh Chen Ling dated 08 Jan 2019 – Q743-Q753; NOI Goh Jenn Ci dated 18 Jan 2019 – Q580-Q587
131	The Ritz Carlton Millenia Singapore	N.A.	27 Feb 2012	Installation of butterfly valve and union ball valve	S\$[X]	Crystalene	GCL-190 GJC-143	NOI Goh Chen Ling dated 08 Jan 2019 – Q743-Q753; NOI Goh Jenn Ci dated 18 Jan 2019 – Q580-Q587
132	The Serenade @ Holland (MCST 2886)	N.A.	14 Jun 2012/20 Jun 2012	Monthly maintenance	S\$[X]	CU Water	GCL-193	NOI Goh Chen Ling dated 08 Jan 2019 – Q775-Q796
133	The Serenade @ Holland (MCST 2886)	N.A.	22 Mar 2013/ 25 Marc 2013	A) Entrance waterfall feature filtration system B) Entrance and Exit Waterfall feature effect pump	S\$[X]	CU Water (although Crystalene approached CU Water for advice on what to quote)	GJC-145	NOI Goh Jenn Ci dated 18 Jan 2019 – Q600-Q609
134	The Sterling (MCST 2542)	N.A.	28 Jan 2013	Replacement of submersible pump	S\$[X]	CU Water	GCL-196	NOI Goh Chen Ling dated 08 Jan 2019 – Q818-Q825
135	The Sunny Spring (MCST 2199)	N.A.	22 Sep 2012/ 25 Sep 2012	Deck cement screeding works	S\$[X]	CU Water	GCL-198	NOI Goh Chen Ling dated 08 Jan 2019 – Q837-Q844

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136	The Sunny Spring (MCST 2199)	Crystalene - CR/9008/04/2013	25 Apr 2013	Repair of swimming pool valves	S\$[X]	CU Water	GCL-198	NOI Goh Chen Ling dated 08 Jan 2019 – Q837-Q844
137	The View @ Meyer (MCST 3463)	N.A.	20 Sep 2011/ 21 Sep 2011	Maintenance of swimming pool, water features and pond	S\$[X]	CU Water	GCL-204 MA-034	NOI Goh Chen Ling dated 08 Jan 2019 – Q894-Q901; NOI Mazzlia dated 13 Dec 2018 – Q368-Q375
138	The View @ Meyer (MCST 3463)	N.A.	11 Oct 2011/ 12 Oct 2011	Replacement work for new pumpset or to overhaul current pumpset	S\$[X]	CU Water	AZL-021	NOI Azliana Aris dated 05 Dec 2018 – Q195-Q202
139	The View @ Meyer (MCST 3463)	N.A.	1 Oct 2012/ 2 Oct 2012	Installation of swimming pool filter	S\$[X]	CU Water	GCL-204	NOI Goh Chen Ling dated 08 Jan 2019 – Q894-Q901
140	The View @ Meyer (MCST 3463)	Crystalene - CR/9480/01/2014	22 Jan 2014	LED lightings replacement work	S\$[X]	CU Water	GCL-204	NOI Goh Chen Ling dated 08 Jan 2019 – Q894-Q901
141	Tiara Condominium (MCST 2167)	N.A.	16 Dec 2014	Monthly maintenance	S\$[X]	Crystalene	GCL-206 GJC-152	NOI Goh Chen Ling dated 08 Jan 2019 – Q922-Q929; NOI Goh Jenn Ci dated 18 Jan 2019 – Q690-Q697
142	Treasure Place (MCST 3145)	N.A.	8 Oct 2012	Replacement of submersible pump and lightings	S\$[X]	CU Water	GCL-207	NOI Goh Chen Ling dated 08 Jan 2019 – Q932-Q939
143	Unit 8 (MCST 1125)	N.A.	13 Aug 2008	Supply and install pool system	S\$[X]	CU Water	GCL-210	NOI Goh Chen Ling dated 08 Jan 2019 – Q960-Q967
144	Unit 8 (MCST 1125)	N.A.	1 Dec 2011	Monthly maintenance of swimming pool and water test report	S\$[X]	CU Water	GCL-210 AZL-022	NOI Goh Chen Ling dated 08 Jan 2019 – Q960-Q967; NOI Azliana Aris dated 05 Dec 2018 – Q204-Q211
145	Watten Estate Condominium (MCST 0749)	N.A.	7 Sep 2010	M&E filtration and circulation system for swimming pool	N.A.	Crystalene	MA-035	NOI Mazzlia dated 13 Dec 2018 – Q376-Q387
146	Yi Mei Garden (MCST 0934)	CU Water – M934/0114/003(210) Crystalene - CR/9479/01/2014	8 Jan 2014	Dismantling existing motor to workshop and replace with 1 ball bearing and seal	N.A.	CU Water	TWY-090/GJC-001 GCL-220	NOI Teh Wee Yap dated 14 Nov 2018 – Q160-Q169; NOI Goh Chen Ling dated 09 Jan 2019 – Q37-Q47
147	Yew Mei Green (MCST 2605)	N.A.	11 May 2010	Backwash pipe modification	S\$[X]	Crystalene	GJC-161	NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
148	Yew Mei Green (MCST 2605)	N.A.	20 May 2010/ 21 May 2010	Fountain nozzle for fish pond	S\$[X]	Crystalene	GJC-161	NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
149	Yew Mei Green (MCST 2605)	N.A.	20 May 2010	Heating elements for sauna stove – female sauna	S\$[X]	Crystalene	GJC-161	NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
150	Yew Mei Green (MCST 2605)	N.A.	10 Jun 2010	Replacement of filter element	N.A.	Crystalene	AZL-023	NOI Azliana Aris dated 05 Dec 2018– Q214-Q225
151	Yew Mei Green (MCST 2605)	N.A.	17 Jun 2010/ 21 June 2010	Change new multiport valve for filters no 1 and 3	S\$[X]	Crystalene	GCL-221B, GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
152	Yew Mei Green (MCST 2605)	N.A.	25 Jun 2010	Remove motor from circulation pump 1	S\$[X]	Crystalene	GCL-221B GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
153	Yew Mei Green (MCST 2605)	N.A.	19 Jul 2010/ 21 Jul 2010	Jacuzzi Pump	S\$[X]	Crystalene	MA-036	NOI Mazzlia dated 13 Dec 2018 – Q390-Q398

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154	Yew Mei Green (MCST 2605)	N.A.	12 Aug 2010/ 19 Aug 2010	Installation of new sump pump for water feature outside guard room	SS[ⓧ]	Crystalene	RO-029 MA-036	NOI Richard Ong dated 21 Nov 2017 – Q52; NOI Mazzlia dated 13 Dec 2018 – Q390-Q398
155	Yew Mei Green (MCST 2605)	N.A.	30 Aug 2010	Rubber bushing and bolt & nut for pump	SS[ⓧ]	Crystalene	GCL-221B GJC-161 MA-036	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15; NOI Mazzlia dated 13 Dec 2018 – Q390-Q398
156	Yew Mei Green (MCST 2605)	N.A.	30 Sep 2010	Replace relay timer for ejector pump at blk 50	SS[ⓧ]	Crystalene	GCL-221B GJC-161 MA-036	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15; NOI Mazzlia dated 13 Dec 2018 – Q390-Q398
157	Yew Mei Green (MCST 2605)	N.A.	19 Oct 2010	Dismantle ejector pump at blk 50 for assessment	SS[ⓧ]	Crystalene	GCL-221B GJC-161 MA-036	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15; NOI Mazzlia dated 13 Dec 2018 – Q390-Q398
158	Yew Mei Green (MCST 2605)	N.A.	19 Oct 2010	Install new wooden screen at male sauna stove	SS[ⓧ]	Crystalene	GCL-221B GJC-161 MA-036	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15; NOI Mazzlia dated 13 Dec 2018 – Q390-Q398
159	Yew Mei Green (MCST 2605)	N.A.	3 Nov 2010/ 4 Nov 2010	Reinstate wall plank in female sauna room	SS[ⓧ]	Crystalene	GCL-221B GJC-161 MA-036	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15; NOI Mazzlia dated 13 Dec 2018 – Q390-Q398
160	Yew Mei Green (MCST 2605)	N.A.	26 Jan 2011	Monthly Maintenance	SS[ⓧ]	Crystalene	GCL-221B GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
161	Yew Mei Green (MCST 2605)	N.A.	31 Mar 2011	Replacement of Teco motor – outdoor Jacuzzi pumpset	SS[ⓧ]	Crystalene	GCL-221B GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
162	Yew Mei Green (MCST 2605)	N.A.	9 May 2011/ 11 May 2011	Filter tank inlet bulkhead	SS[ⓧ]	Crystalene	GCL-221B GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
163	Yew Mei Green (MCST 2605)	N.A.	19 Sep 2011/ 26 Sept 2011	Filter tank multiport and bulkhead	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
164	Yew Mei Green (MCST 2605)	N.A.	19 Sep 2011/ 26 Sept 2011	Replacement of auxiliary contractors and multiport covers	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
165	Yew Mei Green (MCST 2605)	N.A.	28 Sep 2011/ 10 Oct 2011	Circulation pump	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
166	Yew Mei Green (MCST 2605)	N.A.	29 Sep 2011/ 10 Oct 2011	Replacement of underwater light fixture	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
167	Yew Mei Green (MCST 2605)	N.A.	23 Dec 2011	Rubber expansion joint for pump	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
168	Yew Mei Green (MCST 2605)	N.A.	23 Dec 2011	Booster pumpset control system, pressure switch and pressure gauge	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
169	Yew Mei Green (MCST 2605)	N.A.	10 Jan 2012	Replacement of underwater light fixture	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
170	Yew Mei Green (MCST 2605)	N.A.	1 Mar 2012	Maintenance of swimming pool, water feature and fish pond	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15

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171	Yew Mei Green (MCST 2605)	N.A.	22 Mar 2012/ 23 March 2012	Reinstatement of swimming pool and wading pool drain edge/Overflow drain	SS[ⓧ]	Crystalene	GJC-161 RO-021	NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15; NOI Richard Ong dated 21 Nov 2017 – Q44
172	Yew Mei Green (MCST 2605)	N.A.	23 Apr 2012	Replacement of float switch and service booster pump air pressure tank	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
173	Yew Mei Green (MCST 2605)	N.A.	23 Apr 2012	Replacement of coupling and bushings	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
174	Yew Mei Green (MCST 2605)	N.A.	23 Apr 2012	Replacement of sump pump	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
175	Yew Mei Green (MCST 2605)	N.A.	30 May 2012/ 31 May 2012	Replacement of pressure tank, switch and gauze	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
176	Yew Mei Green (MCST 2605)	N.A.	29 Jun 2012/ 2 July 2012	Replacement of sump pump for fish pond	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
177	Yew Mei Green (MCST 2605)	N.A.	2 Jul 2012	Replacement of ball float valve	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
178	Yew Mei Green (MCST 2605)	N.A.	24 Jul 2012/ 25 Jul 2012	Replacement of stainless steel foam effect nozzles for fish pond	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
179	Yew Mei Green (MCST 2605)	N.A.	29 Aug 2012/ 30 Aug 2012	Replacement of sump pump and check valve	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
180	Yew Mei Green (MCST 2605)	N.A.	17 Dec 2012	Replacement of submersible pump's casing	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
181	Yew Mei Green (MCST 2605)	N.A.	6 Mar 2013	Replacement of timer for waterfall pump	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
182	Yew Mei Green (MCST 2605)	N.A.	22 Mar 2013	Troubleshooting of domestic pump	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
183	Yew Mei Green (MCST 2605)	N.A.	22 Mar 2013	Replacement of submersible pump	SS[ⓧ]	Crystalene	GCL-221A GJC-161	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
184	Yew Mei Green (MCST 2605)	N.A.	4 Jun 2013	Fibreglass patch up repair	SS[ⓧ]	Crystalene	GCL-221A	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21
185	Yew Mei Green (MCST 2605)	CU Water – M2605/0714/001(203)	6 Jun 2014/ 12 June 2014	Replacement of filter tank O ring for swimming pool filter	SS[ⓧ]	Crystalene	TWY-001 TWY-002	NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15
186	Yew Mei Green (MCST 2605)	CU Water - M2605/0814/001(207)	22 Aug 2014	Replacement of Jacuzzi main drain cover	SS[ⓧ]	Crystalene	TWY-003 TWY-004	NOI Goh Jenn Ci dated 19 Jan 2019 – Q8-Q15

ANNEX B2: TENDERS AFFECTED BY CONDUCT (CU Water – Crystal Clear)

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁶⁸ /Date of Request by Requesting Party ²⁶⁹	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
1	Adam Park Condominium (MCST 2964)	Crystal Clear - CCCPL/12918	10 Sep 2012/ 11 Sep 2012	Installation of filter elements and 1 set of Astral filter tank or installation of fiberglass filter tank	S\$[ⓧ]	CU Water	GCL-024 TSB-001	NOI Goh Chen Ling dated 29 Nov 2018 – Q45-Q52; NOI Teng Siew Bee dated 13 Dec 2018 – Q36-Q43
2	Amaryllis Ville (MCST 2887)	N.A.	13 Aug 2012/ 14 Aug 2012	Maintenance of swimming pool	S\$[ⓧ]	CU Water	GJC-018 TSB-002	NOI Goh Jenn Ci dated 22 Nov 2018 – Q59-Q66; NOI Teng Siew Bee dated 13 Dec 2018 – Q46-Q53
3	Anglo-Chinese School (Independent)	N.A.	5 Jul 2012 ²⁷⁰	Monthly maintenance of swimming pools inclusive of water analysis test	S\$[ⓧ]	Crystal Clear	GCL-026 GJC-020 TCM-104	NOI Goh Chen Ling dated 29 Nov 2018 – Q64-Q71; NOI Goh Jenn Ci dated 22 Nov 2018 – Q81-Q89; NOI Toh Ching Miang dated 11 Dec 2018 – Q40-Q47
4	Ardmore II (MCST 3583)	N.A.	25 Feb 2014	Installation of timers and circuit breakers for circulation pumps control panel	S\$[ⓧ]	Crystal Clear	GCL-027 GJC-022 TCM-105	NOI Goh Chen Ling dated 29 Nov 2018 – Q83-Q90; NOI Goh Jenn Ci dated 22 Nov 2018 – Q101-Q109; NOI Toh Ching Miang dated 11 Dec 2018 – Q50-Q57
5	Avila Gardens (MCST 2016)	N.A.	28 Nov 2012	Monthly maintenance of swimming pool, Jacuzzi pool and water features inclusive of chemical and water analysis tests	S\$[ⓧ]	Crystal Clear	GCL-030 GJC-025 TCM-106	NOI Goh Chen Ling dated 29 Nov 2018 – Q112-Q119; NOI Goh Jenn Ci dated 22 Nov 2018 – Q131-Q138; NOI Toh Ching Miang dated 11 Dec 2018 – Q60-Q67
6	Avila Gardens (MCST 2016)	N.A.	28 Mar 2013	Replacement of 2 units of heater	S\$[ⓧ]	Crystal Clear	GCL-030 GJC-025	NOI Goh Chen Ling dated 29 Nov 2018 – Q112-Q119; NOI Goh Jenn Ci dated 22 Nov 2018 – Q131-Q138
7	Avila Gardens (MCST 2016)	N.A.	31 May 2013	Replacement of 1 unit of pump	S\$[ⓧ]	Crystal Clear	GCL-030 GJC-025	NOI Goh Chen Ling dated 29 Nov 2018 – Q112-Q119; NOI Goh Jenn Ci dated 22 Nov 2018 – Q131-Q138
8	Azalea Park (MCST 2131)	N.A.	20 Jun 2012	Replacement and installation of 3 coupling sets/pump brackets	S\$[ⓧ]	Crystal Clear	GCL-032 GJC-027	NOI Goh Chen Ling dated 29 Nov 2018 – Q124-Q131; NOI Goh Jenn Ci dated 22 Nov 2018 – Q144-Q151
9	Azalea Park (MCST 2131)	N.A.	26 Apr 2013	Service and repair pumps	S\$[ⓧ]	Crystal Clear	GCL-032 GJC-027	NOI Goh Chen Ling dated 29 Nov 2018 – Q124-Q131; NOI Goh Jenn Ci dated 22 Nov 2018 – Q144-Q151
10	Balmoral Point (MCST 0332)	N.A.	14 Nov 2012	Light fitting replacement for swimming pool	S\$[ⓧ]	CU Water	GJC-029 TSB-006	NOI Goh Jenn Ci dated 22 Nov 2018 – Q164-Q171; NOI Teng Siew Bee dated 13 Dec 2018 – Q82-Q89
11	Balmoral Spring (MCST 2515)	N.A.	9 Jun 2014	Filtration system for swimming pool	S\$[ⓧ]	CU Water	GJC-030 TSB-007	NOI Goh Jenn Ci dated 22 Nov 2018 – Q174-Q182; NOI Teng Siew Bee dated 13 Dec 2018 – Q91-Q98
12	Bayou Residence (MCST 3506)	N.A.	18 Nov 2014	Patching up of water feature pointing with underwater epoxy and silicon	S\$[ⓧ]	Crystal Clear	TWY-042 TCM-108	NOI Goh Chen Ling dated 29 Nov 2018 – Q152-Q159; NOI Goh Jenn Ci dated 22 Nov 2018 – Q195-Q202; NOI Toh Ching Miang dated 11 Dec 2018 – Q80-Q87
13	Bishan Park Condominium (MCST 2011)	Crystal Clear - CC/11342 CC/11343	29 Nov 2011/ 30 Nov 2011	Quotation 1: Install multiport valves for summing pool Quotation 2: Filtration pump for swimming pool	S\$[ⓧ]	CU Water	GCL-038 TSB-010	NOI Goh Chen Ling dated 29 Nov 2018 – Q192-Q199; NOI Teng Siew Bee dated 13 Dec 2018 – Q118-Q126

²⁶⁸ This refers to the date of the support quote specified by the Requesting Party and sent to the Requested Party.

²⁶⁹ This refers to the date of the communication sent by a Requesting Party to a Requested Party containing a request for a support quote.

²⁷⁰ Where Tender Date and Date of Email Request by Requesting Party is the same, only one date is stated.

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁶⁸ /Date of Request by Requesting Party ²⁶⁹	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
14	Bishan Point (MCST 3005)	Crystal Clear - CC/11269	9 Nov 2011	Repair of pump for spa pool and sprout feature	S\$[X]	CU Water	GCL-039 TSB-010 and TSB-011	NOI Goh Chen Ling dated 29 Nov 2018 – Q202-Q209; NOI Teng Siew Bee dated 13 Dec 2018 – Q128-Q135
15	Blossoms @ Woodleigh (MCST 3284)	N.A.	25 May 2013/ 27 May 2013	Rectification works to clear foreign debris causing choke	S\$[X]	CU Water	GCL-040 TSB-012	NOI Goh Chen Ling dated 29 Nov 2018 – Q212-Q219; NOI Teng Siew Bee dated 13 Dec 2018 – Q137-Q144
16	Blossoms @ Woodleigh (MCST 3284)	N.A.	4 Jun 2015	Hot spa motor and heater	N.A.	CU Water	GJC-012 TSB-012	NOI Goh Jenn Ci dated 22 Nov 2018 – Q248-Q258; NOI Teng Siew Bee dated 13 Dec 2018 – Q137-Q144
17	Bluwaters 2 (MCST 3662)	N.A.	2 Aug 2012	Monthly maintenance of swimming pools and water features	S\$[X]	Crystal Clear	GCL-041 GJC-036 TCM-109	NOI Goh Chen Ling dated 29 Nov 2018 – Q221-Q228; NOI Goh Jenn Ci dated 22 Nov 2018 – Q260-Q267; NOI Toh Ching Miang dated 11 Dec 2018 – Q90-Q97
18	Buckley 18 (MCST 3500)	N.A.	2 May 2013	Monthly maintenance of main pool and water features	S\$[X]	CU Water	GCL-042 TSB-013	NOI Goh Chen Ling dated 29 Nov 2018 – Q231-Q238; NOI Teng Siew Bee dated 13 Dec 2018 – Q146-Q153
19	Buckley 18 (MCST 3500)	N.A.	1 Jun 2017	Monthly maintenance fee; monthly chemical treatment	S\$[X]	Crystal Clear	TWY-064 TWY-065 TCM-110	NOI Teh Wee Yap dated 15 Nov 2018 – Q29-Q40; NOI Toh Ching Miang dated 11 Dec 2018 – Q100-Q108
20	Butterworth 8 (MCST 2934)	N.A.	18 Jun 2013	Monthly maintenance of swimming pool, wading pool, Jacuzzi pool and water feature inclusive of chemical and water analysis	S\$[X]	Crystal Clear	GCL-045 GJC-039 TCM-111	NOI Goh Chen Ling dated 29 Nov 2018 – Q260-Q267; NOI Goh Jenn Ci dated 22 Nov 2018 – Q287-Q294; NOI Toh Ching Miang dated 11 Dec 2018 – Q111-Q117
21	Casa Merah (MCST 3534)	N.A.	4 Sep 2012	Replacement of filter elements for filtration system	S\$[X]	Crystal Clear	GCL-050 GJC-040 TCM-112	NOI Goh Chen Ling dated 29 Nov 2018 – Q305-Q312; NOI Goh Jenn Ci dated 17 Jan 2019 – Q3-Q11; NOI Toh Ching Miang dated 11 Dec 2018 – Q120-Q127
22	Central Grove Condominium (MCST 2612)	N.A.	19 Oct 2012	Monthly maintenance of swimming pool, wading pool, Jacuzzi pool and water feature inclusive of chemical and water analysis	S\$[X]	Crystal Clear	GCL-053 GJC-043 TCM-113	NOI Goh Chen Ling dated 29 Nov 2018 – Q334-Q341; NOI Goh Jenn Ci dated 17 Jan 2019 – Q32-Q39; NOI Toh Ching Miang dated 11 Dec 2018 – Q130-Q137
23	Changi Green (MCST 2298)	N.A.	2 Mar 2012	Monthly maintenance	S\$[X]	CU Water	GCL-054 TSB-018	NOI Goh Chen Ling dated 29 Nov 2018 – Q344-Q351; NOI Teng Siew Bee dated 13 Dec 2018 – Q191-Q198
24	Cliveden @ Grange (MCST 3721)	N.A.	10 Apr 2012/ 12 Apr 2012	Maintenance of Penthouse swimming pool	S\$[X]	CU Water	GCL-056 TSB-019	NOI Goh Chen Ling dated 29 Nov 2018 – Q361-Q377; NOI Teng Siew Bee dated 13 Dec 2018 – Q200-Q207
25	Cliveden @ Grange (MCST 3721)	N.A.	8 May 2014	Monthly maintenance of 2 units spa pool penthouses	S\$[X]	Crystal Clear	GCL-056 GJC-045 TCM-114	NOI Goh Chen Ling dated 29 Nov 2018 – Q361-Q377; NOI Goh Jenn Ci dated 17 Jan 2019 – Q50-Q58; NOI Toh Ching Miang dated 11 Dec 2018 – Q139-Q146
26	Coralis (MCST 4064)	N.A.	21 Nov 2014	Replacement of 1 unit of submersible pump	S\$[X]	Crystal Clear	TWY--41 TCM-115	NOI Goh Jenn Ci dated 17 Jan 2019 – Q69-Q76 NOI Toh Ching Miang dated 11 Dec 2018 – Q149-Q156
27	Costa Del Sol (MCST 2900)	N.A.	15 May 2012	Replacement of 1 Grundfos pump for cascading water feature	S\$[X]	Crystal Clear	GCL-058 TCM-116	NOI Goh Chen Ling dated 29 Nov 2018 – Q399-Q404; NOI Toh Ching Miang dated 11 Dec 2018 – Q159-Q166
28	Costa Del Sol (MCST 2900)	N.A.	31 Jul 2012	Replacement of 1 Euroflo pump for cascading water feature	S\$[X]	Crystal Clear	GCL-058 GJC-046 TCM-116	NOI Goh Chen Ling dated 29 Nov 2018 – Q399-Q404; NOI Goh Jenn Ci dated 17 Jan 2019 – Q78-Q85; NOI Toh Ching Miang dated 11 Dec 2018 – Q159-Q166
29	Costa Del Sol (MCST 2900)	N.A.	25 Oct 2012/ 30 Oct 2012	Monthly maintenance of swimming pools, water features	S\$[X]	Crystal Clear	GCL-058 GJC-046 TCM-116	NOI Goh Chen Ling dated 29 Nov 2018 – Q399-Q404; NOI Goh Jenn Ci dated 17 Jan 2019 – Q78-Q85; NOI Toh Ching Miang dated 11 Dec 2018 – Q159-Q166

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁶⁸ /Date of Request by Requesting Party ²⁶⁹	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
				and filtration rooms inclusive of chemical and water analysis tests				
30	Cote D'Azur (MCST 3019)	N.A.	7 Mar 2013/ 9 Mar 2013	Installation of bio-mat for fish pond	SS[☒]	Crystal Clear	GCL-059 GJC-047 TCM-117	NOI Goh Chen Ling dated 29 Nov 2018 – Q406-Q412; NOI Goh Jenn Ci dated 17 Jan 2019 – Q87-Q94; NOI Toh Ching Miang dated 11 Dec 2018 – Q169-Q176
31	Cote D'Azur (MCST 3019)	N.A.	4 Apr 2014	Replacement of 14 LED underwater lights and 11 underwater light holders	SS[☒]	Crystal Clear	GCL-059 GJC-047 TCM-117	NOI Goh Chen Ling dated 29 Nov 2018 – Q406-Q412; NOI Goh Jenn Ci dated 17 Jan 2019 – Q87-Q94; NOI Toh Ching Miang dated 11 Dec 2018 – Q169-Q176
32	Cote D'Azur (MCST 3019)	N.A.	14 May 2014	Replacement of submersible pump, filter and valves for main entry wall water feature	SS[☒]	Crystal Clear	GCL-059 GJC-047 TCM-117	NOI Goh Chen Ling dated 29 Nov 2018 – Q406-Q412; NOI Goh Jenn Ci dated 17 Jan 2019 – Q87-Q94; NOI Toh Ching Miang dated 11 Dec 2018 – Q169-Q176
33	Cote D'Azur (MCST 3019)	N.A.	6 Jun 2014	Replacement of 2 Tsurumi stainless steel submersible pump	SS[☒]	Crystal Clear	GCL-059 GJC-047 TCM-117	NOI Goh Chen Ling dated 29 Nov 2018 – Q406-Q412; NOI Goh Jenn Ci dated 17 Jan 2019 – Q87-Q94; NOI Toh Ching Miang dated 11 Dec 2018 – Q169-Q176
34	D'Oasia (MCST 3617)	N.A.	24 Jun 2013/ 25 Jun 2013	Repair of circulation pump	SS[☒]	CU Water	GCL-063 TSB-024	NOI Goh Chen Ling dated 07 Jan 2019 – Q41-Q48; NOI Teng Siew Bee dated 13 Dec 2018 – Q257-Q264
35	De Paradiso (MCST 2960)	Crystal Clear - CCCPL/12941	13 Sep 2012 19 Sep 2012	Monthly maintenance of pools and filtration room	SS[☒]	CU Water	GCL-060 TSB-022	NOI Goh Chen Ling dated 07 Jan 2019 – Q2-Q14; NOI Teng Siew Bee dated 13 Dec 2018 – Q234-Q244
36	De Royale (MCST 3174)	N.A.	1 Oct 2012	Monthly maintenance of swimming pools and water features inclusive of chemicals and water analysis test	SS[☒]	Crystal Clear	GCL-061 GJC-049 TCM-118	NOI Goh Chen Ling dated 07 Jan 2019 – Q16-Q24; NOI Goh Jenn Ci dated 17 Jan 2019 – Q106-Q114; NOI Toh Ching Miang dated 11 Dec 2018 – Q179-Q186
37	Domain 21 (MCST 3257)	N.A.	5 Sep 2014	Replacement of 29 Astral light holders	SS[☒]	Crystal Clear	TWY-050 TCM-119	NOI Goh Chen Ling dated 07 Jan 2019 – Q50-Q57; NOI Goh Jenn Ci dated 17 Jan 2019 – Q116-Q123; NOI Toh Ching Miang dated 11 Dec 2018 – Q189-Q196
38	Draycott Eight (MCST 3106)	N.A.	1 Jul 2014	Replacement of pump	SS[☒]	Crystal Clear	GCL-064 GJC-050 TCM-120	NOI Goh Chen Ling dated 07 Jan 2019 – Q60-Q67; NOI Goh Jenn Ci dated 17 Jan 2019 – Q126-Q133 NOI Toh Ching Miang dated 11 Dec 2018 – Q199-Q206
39	Duchess Residences (MCST 3720)	N.A.	6 Jul 2015	Replacement of 6 sets of filter elements	SS[☒]	Crystal Clear	GJC-014 TSB-025	NOI Goh Jenn Ci dated 17 Jan 2019 – Q135-Q144; NOI Teng Siew Bee dated 13 Dec 2018 – Q266-Q271
40	East Meadows (MCST 2673)	N.A.	14 Sep 2012	Replacement of pumps and pressure gauges	SS[☒]	Crystal Clear	GCL-065 GJC-051 TCM-121 TSB-027	NOI Goh Chen Ling dated 07 Jan 2019 – Q70-Q77; NOI Goh Jenn Ci dated 17 Jan 2019 – Q147-Q155; NOI Toh Ching Miang dated 11 Dec 2018 – Q209-Q217; NOI Teng Siew Bee dated 13 Dec 2018 – Q282-Q293
41	East Palm (MCST 2943)	N.A.	5 Feb 2013	Monthly maintenance of swimming pool and water feature inclusive of chemical and water analysis tests	SS[☒]	Crystal Clear	GCL-066 GJC-052 TCM-122	NOI Goh Chen Ling dated 07 Jan 2019 – Q79-Q86; NOI Goh Jenn Ci dated 17 Jan 2019 – Q157-Q165; NOI Toh Ching Miang dated 11 Dec 2018 – Q220-Q227
42	East Palm (MCST 2943)	N.A.	28 Jun 2013	Replacement of 3 filter elements and 1 pump	SS[☒]	Crystal Clear	GCL-066 GJC-052 TCM-122	NOI Goh Chen Ling dated 07 Jan 2019 – Q79-Q86; NOI Goh Jenn Ci dated 17 Jan 2019 – Q157-Q165; NOI Toh Ching Miang dated 11 Dec 2018 – Q220-Q227

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							Exhibit marking	Parties' evidence in Notes of Information
43	Eastern Lagoon II (MCST 1075)	N.A.	19 Jun 2012	Replacement of 1 pump	S\$[⊗]	Crystal Clear	GCL-068 TCM-123	NOI Goh Chen Ling dated 07 Jan 2019 – Q99-Q106; NOI Toh Ching Miang dated 11 Dec 2018 – Q230-Q237
44	Eastern Lagoon II (MCST 1075)	N.A.	31 Oct 2012	Replacement of pump and pressure gauge	S\$[⊗]	Crystal Clear	GCL-068 GJC-054 TCM-123	NOI Goh Chen Ling dated 07 Jan 2019 – Q99-Q106; NOI Goh Jenn Ci dated 17 Jan 2019 – Q177-Q185; NOI Toh Ching Miang dated 11 Dec 2018 – Q230-Q237
45	Edelweiss Park (MCST 3224)	N.A.	21 Apr 2011	Replacement of pipe and 1 unit 50PU 2.75	S\$[⊗]	Crystal Clear	GCL-069 GJC-055	NOI Goh Chen Ling dated 07 Jan 2019 – Q108-Q115; NOI Goh Jenn Ci dated 17 Jan 2019 – Q187-Q195
46	Edelweiss Park (MCST 3224)	N.A.	24 Jul 2014	Monthly maintenance of swimming pools, Jacuzzi, bubble pool etc. inclusive of chemical and water analysis tests	S\$[⊗]	Crystal Clear	GCL-069 GJC-055 TCM-124	NOI Goh Chen Ling dated 07 Jan 2019 – Q108-Q115; NOI Goh Jenn Ci dated 17 Jan 2019 – Q187-Q195; NOI Toh Ching Miang dated 11 Dec 2018 – Q240-Q247
47	Emerald Park (MCST 1877)	N.A.	17 Jul 2012	Replacement of 1 PVC 6" check valve	S\$[⊗]	Crystal Clear	GCL-071 TCM-125	NOI Goh Chen Ling dated 07 Jan 2019 – Q127-Q134; NOI Toh Ching Miang dated 11 Dec 2018 – Q250-Q257
48	Emerald Park (MCST 1877)	N.A.	24 Jul 2012	Replacement of filter tanks, pump bearings, mechanical seals and pumps	S\$[⊗]	Crystal Clear	GCL-071 TCM-125	NOI Goh Chen Ling dated 07 Jan 2019 – Q127-Q134; NOI Toh Ching Miang dated 11 Dec 2018 – Q250-Q257
49	1 Tyersall Road (Gallop Gardens)	N.A.	29 May 2012/ 2 Jun 2012	Swimming pool filter pump room	S\$[⊗]	CU Water	GCL-222A-GG2 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
50	1B Tyersall Road (Gallop Gardens)	N.A.	29 May 2012/ 2 Jun 2012	Swimming pool filter pump room	S\$[⊗]	CU Water	GCL-222A-GG2 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
51	1B Tyersall Road (Gallop Gardens)	N.A.	29 May 2012/ 2 Jun 2012	Swimming pool lightings	S\$[⊗]	CU Water	GCL-222A-S/N 6 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
52	1B Tyersall Road (Gallop Gardens)	N.A.	29 May 2012/ 2 Jun 2012	Swimming pool exhaust fan	S\$[⊗]	CU Water	GCL-222A-S/N 7 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
53	1B Tyersall Road (Gallop Gardens)	N.A.	9 Jun 2017 16 Jun 2017	Modification of pipe work including replacement of pump, discharge of valves and vacuuming and commissioning of lily pond	S\$[⊗]	CU Water	TWY-066 TWY-067 TWY-068 TWY-069 TCM-203	NOI Teh Wee Yap dated 15 Nov 2018 – Q54-Q65; NOI Toh Ching Miang dated 12 Dec 2018 – Q464-Q474
54	1C Tyersall Road (Gallop Gardens)	N.A.	23 Dec 2011	Repair works for swimming pool pump room	S\$[⊗]	CU Water	GCL-222A-S/N4 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
55	3 Tyersall Road (Gallop Gardens)	N.A.	26 Aug 2011/ 29 Aug 2011	Lily pond filter tank	S\$[⊗]	CU Water	GCL-222A-S/N 2 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
56	3 Tyersall Road (Gallop Gardens)	N.A.	19 Nov 2014	2 units of Teco Motors for swimming and Jacuzzi pool and lily pond	S\$[⊗]	CU Water	GJC-162 TSB-091	NOI Goh Jenn Ci dated 19/21 Jan 2019 – Q18-Q33; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
57	3C Tyersall Road (Gallop Gardens) ²⁷¹	N.A.	29 May 2012/ 2 Jun 2012	Swimming pool filter pump room	S\$[⊗]	CU Water	GCL-222A-GG2 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
58	Gambier Court (MCST 2606)	N.A.	14 Jan 2013	Replacement of pump	S\$[⊗]	Crystal Clear	GCL-075 GJC-057	NOI Goh Chen Ling dated 07 Jan 2019 – Q169-Q176; NOI Goh Jenn Ci dated 17 Jan 2019 – Q214-Q222;

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							Exhibit marking	Parties' evidence in Notes of Information
							TCM-126	NOI Toh Ching Miang dated 11 Dec 2018 – Q260-Q267
59	Glendale Park (MCST 2549)	N.A.	27 Nov 2014	4 separate items for guardhouse entrance water feature	SS[⊗]	CU Water (although Crystal Clear approached CU Water for advice on what to quote)	GJC-058 TCM-127	NOI Goh Jenn Ci dated 17 Jan 2019 – Q224-Q233; NOI Toh Ching Miang dated 11 Dec 2018 – Q270-Q279
60	Global Ville (MCST 2849)	N.A.	10 Apr 2012/ 11 Apr 2012	Replacement of filter elements, pump and valves	SS[⊗]	CU Water	GCL-078 TSB-031	NOI Goh Chen Ling dated 07 Jan 2019 – Q199-Q206; NOI Teng Siew Bee dated 13 Dec 2018 – Q324-Q331
61	Goodwood Gardens (MCST 2895)	N.A.	4 Feb 2013	Replacement of 11 transformers and 14 underwater light holders	SS[⊗]	Crystal Clear	GCL-079 GJC-059 TCM-128	NOI Goh Chen Ling dated 07 Jan 2019 – Q208-Q215; NOI Goh Jenn Ci dated 17 Jan 2019 – Q235-Q243; NOI Toh Ching Miang dated 11 Dec 2018 – Q282-Q289
62	Grand Duchess at St Patrick's (MCST 3624)	N.A.	20 May 2013	Replacement of 4 sets of filter elements	SS[⊗]	Crystal Clear	GCL-080 GJC-060 TCM-129	NOI Goh Chen Ling dated 07 Jan 2019 – Q226-Q233; NOI Goh Jenn Ci dated 17 Jan 2019 – Q254-Q262; NOI Toh Ching Miang dated 11 Dec 2018 – Q292-Q299
63	Heritage Residence (MCST 3430)	N.A.	10 Apr 2013	Replacement of 2 Tsurumi stainless steel submersible pump	SS[⊗]	Crystal Clear	GCL-082 GJC-062 TCM-130	NOI Goh Chen Ling dated 07 Jan 2019 – Q264-Q271; NOI Goh Jenn Ci dated 17 Jan 2019 – Q295-Q303; NOI Toh Ching Miang dated 11 Dec 2018 – Q302-Q309
64	Hills Apartment (MCST 2944)	N.A.	26 Sep 2012	Monthly maintenance of swimming pool inclusive of chemical and water analysis test	SS[⊗]	Crystal Clear	GCL-084 GJC-063 TCM-131	NOI Goh Chen Ling dated 07 Jan 2019 – Q283-Q290; NOI Goh Jenn Ci dated 17 Jan 2019 – Q305-Q313; NOI Toh Ching Miang dated 11 Dec 2018 – Q312-Q319
65	Hillview 128 (MCST 2819)	N.A.	5 Jan 2012	Monthly maintenance of swimming pool	SS[⊗]	CU Water	GCL-086 TSB-034	NOI Goh Chen Ling dated 07 Jan 2019 – Q302-Q309; NOI Teng Siew Bee dated 14 Dec 2018 – Q351-Q358
66	Holland Gems	N.A.	20 Aug 2011/ 23 Aug 2011	Installation of valve, ball bearings and fittings for pre-coat tank	SS[⊗]	CU Water	GCL-087 TSB-035	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322; NOI Teng Siew Bee dated 13 Dec 2018 – Q360-Q367
67	Holland Gems	N.A.	20 Aug 2011/ 23 Aug 2011	Light fitting replacement in children pool	SS[⊗]	CU Water	GCL-087 TSB-035	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322; NOI Teng Siew Bee dated 13 Dec 2018 – Q360-Q367
68	Holland Gems	N.A.	31 Oct 2012	Light fitting replacement at ramp water feature	SS[⊗]	CU Water	GCL-087 TSB-035	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322; NOI Teng Siew Bee dated 13 Dec 2018 – Q360-Q367
69	Holland Gems	N.A.	22 Feb 2013	Replacement of filter element for filter tank	SS[⊗]	CU Water	GCL-087 TSB-035	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322; NOI Teng Siew Bee dated 13 Dec 2018 – Q360-Q367
70	Holland Mews (MCST 2959)	N.A.	16 Jun 2012/ 15 Jun 2012	Installation of underwater lights in swimming pool	SS[⊗]	CU Water	GCL-088 TSB-036	NOI Goh Chen Ling dated 07 Jan 2019 – Q325-Q332; NOI Teng Siew Bee dated 13 Dec 2018 – Q369-Q376
71	Holland Mews (MCST 2959)	N.A.	13 Jul 2012	Monthly maintenance of swimming pool	SS[⊗]	CU Water	GCL-088 TSB-036	NOI Goh Chen Ling dated 07 Jan 2019 – Q325-Q332; NOI Teng Siew Bee dated 13 Dec 2018 – Q369-Q376
72	Holland Mews (MCST 2959)	N.A.	29 Sep 2014	Replacement parts for swimming pool/water feature	SS[⊗]	CU Water	GJC-066 TSB-036	NOI Goh Jenn Ci dated 17 Jan 2019 – Q336-Q343; NOI Teng Siew Bee dated 13 Dec 2018 – Q369-Q376
73	Hume Park 1 (MCST 2146)	N.A.	1 Aug 2012	Replacement of items for circulation pump at swimming pool	SS[⊗]	Crystal Clear	GCL-092 GJC-068 TCM-132	NOI Goh Chen Ling dated 07 Jan 2019 – Q366-Q373; NOI Goh Jenn Ci dated 17 Jan 2019 – Q355-Q363; NOI Toh Ching Miang dated 11 Dec 2018 – Q322-Q329

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74	Hume Park 2 (MCST 2213)	N.A.	20 Sep 2011	Monthly maintenance of swimming pool etc. inclusive of water analysis tests	SS[⊗]	Crystal Clear	GCL-093 TCM-133	NOI Goh Chen Ling dated 07 Jan 2019 – Q375-Q382; NOI Toh Ching Miang dated 11 Dec 2018 – Q331-Q338
75	Hume Park 2 (MCST 2213)	N.A.	4 Nov 2011	Repair of 2 units of pump, replace various items	SS[⊗]	Crystal Clear	GCL-093 TCM-133	NOI Goh Chen Ling dated 07 Jan 2019 – Q375-Q382; NOI Toh Ching Miang dated 11 Dec 2018 – Q331-Q338
76	Icon (MCST 3551)	N.A.	24 Jul 2012	Replacement of items in hot tubs	SS[⊗]	Crystal Clear	GCL-094 GJC-069 TCM-134	NOI Goh Chen Ling dated 07 Jan 2019 – Q384-Q391; NOI Goh Jenn Ci dated 17 Jan 2019 – Q365-Q373; NOI Toh Ching Miang dated 11 Dec 2018 – Q341-Q348
77	Icon (MCST 3551)	N.A.	21 Apr 2014	Replacement of 42 Astral light holders	SS[⊗]	Crystal Clear	GCL-094 GJC-069 TCM-134	NOI Goh Chen Ling dated 07 Jan 2019 – Q384-Q391; NOI Goh Jenn Ci dated 17 Jan 2019 – Q365-Q373; NOI Toh Ching Miang dated 11 Dec 2018 – Q341-Q348
78	Icon (MCST 3551)	N.A.	21 Apr 2014	Replacement of pumps and cartridge element	SS[⊗]	Crystal Clear	GCL-094 GJC-069 TCM-134	NOI Goh Chen Ling dated 07 Jan 2019 – Q384-Q391; NOI Goh Jenn Ci dated 17 Jan 2019 – Q365-Q373; NOI Toh Ching Miang dated 11 Dec 2018 – Q341-Q348
79	Kerrisdale (MCST 3130)	N.A.	11 Dec 2012/ 12 Dec 2012	Replacement of 1 Tsurumi submersible pump	SS[⊗]	Crystal Clear	GCL-096 GJC-071 TCM-135	NOI Goh Chen Ling dated 07 Jan 2019 – Q403-Q410; NOI Goh Jenn Ci dated 17 Jan 2019 – Q384-Q392; NOI Toh Ching Miang dated 11 Dec 2018 – Q351-Q358
80	Kerrisdale (MCST 3130)	N.A.	11 Dec 2012/ 12 Dec 2012 17 Dec 2012/ 18 Dec 2012	Replacement of 1 Tsurumi submersible pump with 1 length of rubber hose and clip	SS[⊗]	Crystal Clear	GCL-096 GJC-071 TCM-135	NOI Goh Chen Ling dated 07 Jan 2019 – Q403-Q410; NOI Goh Jenn Ci dated 17 Jan 2019 – Q384-Q392; NOI Toh Ching Miang dated 11 Dec 2018 – Q351-Q358
81	Kerrisdale (MCST 3130)	N.A.	31 Jan 2013	Replacement of heating element and cartridge filter	SS[⊗]	Crystal Clear	GCL-096 GJC-071 TCM-135	NOI Goh Chen Ling dated 07 Jan 2019 – Q403-Q410; NOI Goh Jenn Ci dated 17 Jan 2019 – Q384-Q392; NOI Toh Ching Miang dated 11 Dec 2018 – Q351-Q358
82	Kerrisdale (MCST 3130)	N.A.	5 Apr 2013/ 11 Apr 2013	Replacement of pump and windmill	SS[⊗]	Crystal Clear	GCL-096 GJC-071 TCM-135	NOI Goh Chen Ling dated 07 Jan 2019 – Q403-Q410; NOI Goh Jenn Ci dated 17 Jan 2019 – Q384 – Q392; NOI Toh Ching Miang dated 11 Dec 2018 – Q351-Q358
83	Kerrisdale (MCST 3130)	N.A.	6 Jun 2014	Replacement of 2 sets of filter elements	SS[⊗]	Crystal Clear	GCL-096 GJC-071 TCM-135	NOI Goh Chen Ling dated 07 Jan 2019 – Q403-Q410; NOI Goh Jenn Ci dated 17 Jan 2019 – Q384-Q392; NOI Toh Ching Miang dated 11 Dec 2018 – Q351-Q358
84	Kim Keat Lodge (MCST 2509)	N.A.	4 August 2014	Maintenance of swimming pool, inclusive of chemical and water analysis test	SS[⊗]	Crystal Clear	TWY-054 TCM-136	NOI Goh Chen Ling dated 07 Jan 2019 – Q422-Q429; NOI Goh Jenn Ci dated 17 Jan 2019 – Q394-Q401; NOI Toh Ching Miang dated 11 Dec 2018 – Q361-Q368
85	Leonie Gardens (MCST 1898)	N.A.	8 Dec 2014/ 9 Dec 2014	Repair of fish pond, water feature and swimming pool	SS[⊗]	CU Water	GJC-073 TSB-040	NOI Goh Jenn Ci dated 17 Jan 2019 – Q425-Q432; NOI Teng Siew Bee dated 13 Dec 2018 – Q405-Q412
86	Leonie Gardens (MCST 1898)	N.A.	8 Jan 2016	N.A.	SS[⊗]	CU Water	GJC-015 GJC-016	NOI Goh Jenn Ci dated 17 Jan 2019 – Q411-Q424
87	Leonie Parcview (MCST 3520)	N.A.	3 Jan 2013	Monthly maintenance of swimming pools and water features inclusive of chemicals and water analysis test	SS[⊗]	Crystal Clear	GCL-099 GJC-074 TCM-137	NOI Goh Chen Ling dated 07 Jan 2019 – Q441-Q448; NOI Goh Jenn Ci dated 17 Jan 2019 – Q434-Q442; NOI Toh Ching Miang dated 11 Dec 2018 – Q371-Q378
88	Leonie View	N.A.	27 Nov 2012	Installation of tank, pump and valves	SS[⊗]	Crystal Clear	GCL-100 GJC-075	NOI Goh Chen Ling dated 07 Jan 2019 – Q450-Q457; NOI Goh Jenn Ci dated 17 Jan 2019 – Q444-Q452;

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							TCM-138	NOI Toh Ching Miang dated 11 Dec 2018 – Q380-Q387
89	Mandale Heights (MCST 2954)	N.A.	31 Aug 2011	Replacement of pump for staircase water feature	SS[⊗]	Crystal Clear	GCL-102 TSB-041	NOI Goh Chen Ling dated 07 Jan 2019 – Q463-Q470; NOI Teng Siew Bee dated 13 Dec 2018 – Q415-Q422
90	Meadows@ Peirce (MCST 3966)	N.A.	25 Sep 2014	Service and repair of 4 units of Euroflo pump	SS[⊗]	Crystal Clear	GCL-105 GJC-081 TCM-139	NOI Goh Chen Ling dated 07 Jan 2019 – Q502-Q509; NOI Goh Jenn Ci dated 17 Jan 2019 – Q489-Q496; NOI Toh Ching Miang dated 11 Dec 2018 – Q388-Q397
91	Meadows@ Peirce (MCST 3966)	N.A.	27 Jun 2014	Monthly maintenance of swimming pools and water features inclusive of chemicals and water analysis tests	SS[⊗]	Crystal Clear	GCL-105 GJC-081 TCM-139	NOI Goh Chen Ling dated 07 Jan 2019 – Q502-Q509; NOI Goh Jenn Ci dated 17 Jan 2019 – Q489-Q496; NOI Toh Ching Miang dated 11 Dec 2018 – Q388-Q397
92	Melrose Park (MCST 2591)	N.A.	21 Jun 2012	Monthly maintenance of swimming pools and water features inclusive of chemicals and water analysis test	SS[⊗]	Crystal Clear	GCL-106 TCM-140	NOI Goh Chen Ling dated 07 Jan 2019 – Q511-Q518; NOI Toh Ching Miang dated 11 Dec 2018 – Q400-Q407
93	Melville Park (MCST 2203)	N.A.	28 Nov 2014	Repair of pumps	SS[⊗]	Crystal Clear	TWY-039 TCM-141	NOI Goh Chen Ling dated 07 Jan 2019 – Q521-Q529; NOI Goh Jenn Ci dated 17 Jan 2019 – Q498-Q505; NOI Toh Ching Miang dated 11 Dec 2018 – Q410-Q417
94	Meraprise (MCST 3253)	N.A.	27 Jun 2014/ 26 Jun 2014	Replacement of valves	SS[⊗]	Crystal Clear	GCL-107 GJC-082 TCM-142	NOI Goh Chen Ling dated 07 Jan 2019 – Q535-Q542; NOI Goh Jenn Ci dated 17 Jan 2019 – Q507-Q514; NOI Toh Ching Miang dated 11 Dec 2018 – Q420-Q427
95	Montbleu (MCST 3603)	N.A.	20 Feb 2012	Supply and replace pumps	SS[⊗]	Crystal Clear	GCL-108 GJC-083 TCM-143	NOI Goh Chen Ling dated 07 Jan 2019 – Q544-Q551; NOI Goh Jenn Ci dated 17 Jan 2019 – Q516-Q524; NOI Toh Ching Miang dated 11 Dec 2018 – Q438-Q445
96	Montbleu (MCST 3603)	N.A.	2 Apr 2013	Supply and replace pumps	SS[⊗]	Crystal Clear	GCL-108 GJC-083 TCM-143	NOI Goh Chen Ling dated 07 Jan 2019 – Q544-Q551; NOI Goh Jenn Ci dated 17 Jan 2019 – Q516-Q524; NOI Toh Ching Miang dated 11 Dec 2018 – Q438-Q445
97	Montbleu (MCST 3603)	N.A.	9 May 2014	Supply and replace pumps	SS[⊗]	Crystal Clear	GCL-108 GJC-083 TCM-143	NOI Goh Chen Ling dated 07 Jan 2019 – Q544-Q542; NOI Goh Jenn Ci dated 17 Jan 2019 – Q516-Q524; NOI Toh Ching Miang dated 11 Dec 2018 – Q438-Q445
98	Newton 18 (MCST 2773)	N.A.	6 Jul 2012	Supply and install pumps	SS[⊗]	Crystal Clear	GCL-112 TCM-144	NOI Goh Chen Ling dated 07 Jan 2019 – Q589-Q596; NOI Toh Ching Miang dated 11 Dec 2018 – Q448-Q455
99	Newton Gems	N.A.	19 Oct 2012	Replacement of light bulbs for swimming pool	SS[⊗]	CU Water	GJC-086 TSB-046	NOI Goh Jenn Ci dated 17 Jan 2019 – Q545-Q554; NOI Teng Siew Bee dated 13 Dec 2018 – Q460-Q467
100	Newton Gems	N.A.	19 Oct 2012	Replacement of submersible pump for fish pond	SS[⊗]	CU Water	GJC-086 TSB-046	NOI Goh Jenn Ci dated 17 Jan 2019 – Q545-Q554; NOI Teng Siew Bee dated 13 Dec 2018 – Q460-Q467
101	Newton Gems ²⁷²	N.A.	8 Apr 2013	Repair for swimming pool filter tank	SS[⊗]	CU Water	TSB-046	NOI Teng Siew Bee dated 13 Dec 2018 – Q460-Q467
102	Novena Suites (MCST 2921)	N.A.	4 Jan 2013	Monthly maintenance of swimming pool and water feature inclusive of chemical and water analysis tests	SS[⊗]	Crystal Clear	GCL-114 GJC-087 TCM-145	NOI Goh Chen Ling dated 07 Jan 2019 – Q611-Q620; NOI Goh Jenn Ci dated 17 Jan 2019 – Q564-Q572; NOI Toh Ching Miang dated 11 Dec 2018 – Q458-Q465

²⁷² Whilst the subject header of exhibit TSB-046 states “Newton Gems”, the content of the exhibit relates to Adam Park Condominium (MCST 2964).

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103	One Oxley Rise (MCST 3496)	N.A.	29 May 2013	Replacement of 2 sets of underwater light holders	SS[⊗]	Crystal Clear	GCL-119 GJC-089 TCM-146	NOI Goh Chen Ling dated 07 Jan 2019 – Q667-Q674; NOI Goh Jenn Ci dated 17 Jan 2019 – Q583-Q591; NOI Toh Ching Miang dated 11 Dec 2018 – Q468-Q475
104	One Shenton (MCST 3748)	N.A.	6 Mar 2013	Replacement of submersible pump	SS[⊗]	Crystal Clear	GCL-120 GJC-090 TCM-147	NOI Goh Chen Ling dated 07 Jan 2019 – Q676-Q683; NOI Goh Jenn Ci dated 17 Jan 2019 – Q594 – Q602; NOI Toh Ching Miang dated 11 Dec 2018 – Q477-Q484
105	Orchard Scotts (MCST 3448)	N.A.	20 Feb 2013	Replacement of 25 light holders	SS[⊗]	Crystal Clear	GCL-123 GJC-092	NOI Goh Chen Ling dated 08 Jan 2019 – Q15-Q22; NOI Goh Jenn Ci dated 18 Jan 2019 – Q22-Q30
106	Orchard Scotts (MCST 3448)	N.A.	9 Sep 2015	Repair of motor and testing for pump	SS[⊗]	Crystal Clear	GJC-016	NOI Goh Jenn Ci dated 18 Jan 2019 – Q12-Q21
107	Palm Gardens (MCST 2553)	N.A.	31 May 2013	Repair of pump	SS[⊗]	Crystal Clear	GCL-125 TCM-148	NOI Goh Chen Ling dated 08 Jan 2019 – Q33-Q40; NOI Toh Ching Miang dated 11 Dec 2018 – Q487-Q494
108	Parc Stevens (MCST 2603)	N.A.	25 Jun 2014	Installation of fish pond system	SS[⊗]	CU Water	GJC-096 TSB-051	NOI Goh Jenn Ci dated 18 Jan 2019 – Q71-78; NOI Teng Siew Bee dated 14 Dec 2018 – Q2-Q9
109	Park East Condominium (MCST 2058)	N.A.	13 Aug 2012	Repair of multi-port valve	SS[⊗]	Crystal Clear	GCL-129 GJC-097 TCM-149	NOI Goh Chen Ling dated 08 Jan 2019 – Q72-Q79; NOI Goh Jenn Ci dated 18 Jan 2019 – Q80-Q88; NOI Toh Ching Miang dated 11 Dec 2018 – Q497-Q504
110	Park East Condominium (MCST 2058)	N.A.	22 Aug 2012	Replacement of DE filter	SS[⊗]	Crystal Clear	GCL-129 GJC-097 TCM-149	NOI Goh Chen Ling dated 08 Jan 2019 – Q72-Q79; NOI Goh Jenn Ci dated 18 Jan 2019 – Q80-Q88; NOI Toh Ching Miang dated 11 Dec 2018 – Q497-Q504
111	Park East Condominium (MCST 2058)	N.A.	29 Apr 2014	Replacement of DE filter	SS[⊗]	Crystal Clear	GCL-129 GJC-097 TCM-149	NOI Goh Chen Ling dated 08 Jan 2019 – Q72-Q79; NOI Goh Jenn Ci dated 18 Jan 2019 – Q80-Q88; NOI Toh Ching Miang dated 11 Dec 2018 – Q497-Q504
112	Park Infinia at Wee Nam (MCST 3361)	N.A.	23 Jun 2014	Air blower No. 2 for bubble pool	SS[⊗]	CU Water	TSB-052	NOI Teng Siew Bee dated 14 Dec 2018 – Q12-Q19
113	Park Regis Singapore	N.A.	17 Sep 2014	Monthly maintenance of swimming pool inclusive of chemical and water analysis test	SS[⊗]	Crystal Clear	TWY-048 TCM-150	NOI Goh Chen Ling dated 08 Jan 2019 – Q101-Q108; NOI Goh Jenn Ci dated 18 Jan 2019 – Q97-Q104; NOI Toh Ching Miang dated 11 Dec 2018 – Q507-Q514
114	Pasadena (MCST 2763)	N.A.	23 Oct 2012	Replacement of items for filtration pump	SS[⊗]	Crystal Clear	GCL-131 GJC-099 TCM-151	NOI Goh Chen Ling dated 08 Jan 2019 – Q110-Q117; NOI Goh Jenn Ci dated 18 Jan 2019 – Q106-Q114; NOI Toh Ching Miang dated 11 Dec 2018 – Q517-Q524
115	Paterson Residence (MCST 3396)	N.A.	23 Apr 2013	Monthly maintenance of pools and water features including chemicals and necessary testing reports	SS[⊗]	CU Water	GJC-100 TSB-053	NOI Goh Jenn Ci dated 18 Jan 2019 – Q117-Q124 NOI Teng Siew Bee dated 14 Dec 2018 – Q21-Q28
116	Pavilion 11 (MCST 3445)	N.A.	1 Aug 2012 6 Dec 2012	Service and repair pumps	SS[⊗]	Crystal Clear	GCL-133 GJC-101 TCM-152	NOI Goh Chen Ling dated 08 Jan 2019 – Q129-Q136; NOI Goh Jenn Ci dated 18 Jan 2019 – Q126-Q134; NOI Toh Ching Miang dated 11 Dec 2018 – Q527-Q534
117	Pavilion 11 (MCST 3445)	N.A.	3 May 2013	Replacement of submersible pump	SS[⊗]	Crystal Clear	GCL-133 GJC-101 TCM-152	NOI Goh Chen Ling dated 08 Jan 2019 – Q129-Q136; NOI Goh Jenn Ci dated 18 Jan 2019 – Q126-Q134; NOI Toh Ching Miang dated 11 Dec 2018 – Q527-Q534

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118	Pine Tree Condominium (MCST 2228)	N.A.	7 Sep 2012	Replacement of ABS gratings	S\$[X]	Crystal Clear	GCL-134 GJC-102 TCM-153	NOI Goh Chen Ling dated 08 Jan 2019 – Q138-Q145; NOI Goh Jenn Ci dated 18 Jan 2019 – Q136-Q144; NOI Toh Ching Miang dated 11 Dec 2018 – Q537-Q544
119	Pinevale Condominium (MCST 2492)	N.A.	11 Nov 2011	Replacement of underwater light holders	S\$[X]	Crystal Clear	GCL-135 TCM-154	NOI Goh Chen Ling dated 08 Jan 2019 – Q147-Q154; NOI Toh Ching Miang dated 11 Dec 2018 – Q547-Q554
120	Regent Park (MCST 2192)	N.A.	27 Oct 2014	Monthly maintenance of swimming pool	S\$[X]	CU Water	GJC-105 TSB-054	NOI Goh Jenn Ci dated 18 Jan 2019 – Q177-Q184; NOI Teng Siew Bee dated 14 Dec 2018 – Q30-Q37
121	Regentville (MCST 2507)	N.A.	15 Aug 2014 21 Aug 2014	1) Installation of elements of the filtration system 2) Replacement of Jacuzzi jet pump 3) Installation of swimming pool control panel 4) Relocation of swimming pool control panel from pump room to billiard room level	S\$[X]	Crystal Clear	TWY-056 TWY-057 TCM-155	NOI Goh Chen Ling dated 08 Jan 2019 – Q176-Q183; NOI Toh Ching Miang dated 11 Dec 2018 – Q557-Q564
122	Ris Grandeur (MCST 3114)	N.A.	26 Nov 2012	Underwater light bulb replacement	S\$[X]	CU Water	GJC-107 TSB-057	NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213; NOI Teng Siew Bee dated 14 Dec 2018 – Q59-Q68
123	Ris Grandeur (MCST 3114)	N.A.	17 Dec 2012/ 18 Dec 2012	Nozzles for cold Jacuzzi	S\$[X]	CU Water	GJC-107 TSB-057	NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213; NOI Teng Siew Bee dated 14 Dec 2018 – Q59-Q68
124	Ris Grandeur (MCST 3114)	N.A.	17 Dec 2012/ 18 Dec 2012	Nozzles for hot Jacuzzi	S\$[X]	CU Water	GJC-107 TSB-057	NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213; NOI Teng Siew Bee dated 14 Dec 2018 – Q59-Q68
125	Ris Grandeur (MCST 3114)	N.A.	17 Dec 2012/ 18 Dec 2012	Nozzles for main pool's Jacuzzi	S\$[X]	CU Water	GJC-107 TSB-057	NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213; NOI Teng Siew Bee dated 14 Dec 2018 – Q59-Q68
126	Riveredge (MCST 3392)	N.A.	12 Dec 2014	Repair pump, replace underwater light bulbs and items for filtration pump	S\$[X]	Crystal Clear	TWY-037 TCM-156	NOI Goh Chen Ling dated 08 Jan 2019 – Q225-Q232; NOI Toh Ching Miang dated 12 Dec 2018-Q5-Q12
127	RiverGate (MCST 3460)	N.A.	1 Mar 2013	Replacement of Grundfos motor and electric heater	S\$[X]	Crystal Clear	GCL-142 GJC-108 TCM-157	NOI Goh Chen Ling dated 08 Jan 2019 – Q234-Q241; NOI Goh Jenn Ci dated 18 Jan 2019 – Q233-Q241; NOI Toh Ching Miang dated 12 Dec 2018 - Q15-Q22
128	RiverGate (MCST 3460)	N.A.	24 Apr 2013	Replacement of heater	S\$[X]	Crystal Clear	GCL-142 GJC-108 TCM-157	NOI Goh Chen Ling dated 08 Jan 2019 – Q234-Q241; NOI Goh Jenn Ci dated 18 Jan 2019 – Q233-Q241; NOI Toh Ching Miang dated 12 Dec 2018 - Q15-Q22
129	Rivervale Crest (MCST 2774)	N.A.	18 Jan 2013	Replacement of sand filter	S\$[X]	Crystal Clear	GCL-143 GJC-109 TCM-158	NOI Goh Chen Ling dated 08 Jan 2019 – Q243-Q250; NOI Goh Jenn Ci dated 18 Jan 2019 – Q243-Q251; NOI Toh Ching Miang dated 12 Dec 2018 – Q25-Q32
130	Rivervale Crest (MCST 2774)	N.A.	15 Apr 2013/ 14 May 2013	Monthly maintenance of swimming pools and water features inclusive chemicals and water analysis test	S\$[X]	Crystal Clear	GCL-143 GJC-109 TCM-158	NOI Goh Chen Ling dated 08 Jan 2019 – Q243-Q250; NOI Goh Jenn Ci dated 18 Jan 2019 – Q243-Q251; NOI Toh Ching Miang dated 12 Dec 2018 – Q25-Q32
131	Santa Fe Mansion (MCST 2321)	N.A.	28 May 2014	Replacement of items for filtration system and replacement of light bulbs and timer	S\$[X]	Crystal Clear	GCL-148 GJC-112 TCM-159	NOI Goh Chen Ling dated 08 Jan 2019 – Q292-Q299; NOI Goh Jenn Ci dated 18 Jan 2019 – Q274-Q282; NOI Toh Ching Miang dated 12 Dec 2018 – Q35-Q42
132	Savannah Condopark (MCST 3004)	N.A.	29 Oct 2012/ 6 Nov 2012	Monthly maintenance of pools, water feature and filtration rooms	S\$[X]	Crystal Clear	GCL-149 GJC-113	NOI Goh Chen Ling dated 08 Jan 2019 – Q301-Q308; NOI Goh Jenn Ci dated 18 Jan 2019 – Q284-Q292;

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				inclusive of chemicals and water analysis test			TCM-160	NOI Toh Ching Miang dated 12 Dec 2018 – Q45-Q52
133	Savannah Condopark (MCST 3004)	N.A.	7 Mar 2013	Replacement of valve and soft starter	SS[⊗]	Crystal Clear	GCL-149 GJC-113 TCM-160	NOI Goh Chen Ling dated 08 Jan 2019 – Q301-Q308; NOI Goh Jenn Ci dated 18 Jan 2019 – Q284-Q292; NOI Toh Ching Miang dated 12 Dec 2018 – Q45-Q52
134	Seletar Springs (MCST 2587)	N.A.	24 Oct 2012	Re-do sand base for fish pond or convert fish pond to water feature	SS[⊗]	Crystal Clear	GCL-151 GJC-114 TCM-161	NOI Goh Chen Ling dated 08 Jan 2019 – Q335-Q342; NOI Goh Jenn Ci dated 18 Jan 2019 – Q294-Q302; NOI Toh Ching Miang dated 12 Dec 2018 – Q55-Q62
135	Spring Grove (MCST 2220)	N.A.	8 Apr 2014	Replacement of gate valves	SS[⊗]	Crystal Clear	GCL-154 GJC-117 TCM-162	NOI Goh Chen Ling dated 08 Jan 2019 – Q379-Q386; NOI Goh Jenn Ci dated 18 Jan 2019 – Q321-Q329; NOI Toh Ching Miang dated 12 Dec 2018 – Q65-Q72
136	St. Regis Residences (MCST 3429)	N.A.	13 Jul 2012	Installation of acrylic sheets to light holders	SS[⊗]	Crystal Clear	GCL-155 GJC-118 TCM-163	NOI Goh Chen Ling dated 08 Jan 2019 – Q389-Q396; NOI Goh Jenn Ci dated 18 Jan 2019 – Q331-Q338; NOI Toh Ching Miang dated 12 Dec 2018 – Q75-Q82
137	St. Regis Residences (MCST 3429)	N.A.	19 Jul 2012	Replacement of solenoid check valve	SS[⊗]	Crystal Clear	GCL-155 GJC-118 TCM-163	NOI Goh Chen Ling dated 08 Jan 2019 – Q389-Q396; NOI Goh Jenn Ci dated 18 Jan 2019 – Q331-Q338; NOI Toh Ching Miang dated 12 Dec 2018 – Q75-Q82
138	Starville (MCST 3124)	N.A.	3 Sep 2011	Monthly maintenance of pools, water features and filtration rooms inclusive of water analysis tests	SS[⊗]	Crystal Clear	GCL-157 TCM-164	NOI Goh Chen Ling dated 08 Jan 2019 – Q408-Q425; NOI Toh Ching Miang dated 12 Dec 2018 – Q85-Q92
139	Suffolk Premier (MCST 3312)	N.A.	20 Jun 2014	Repair work for swimming pool	SS[⊗]	CU Water	GCL-158 GJC-119 TSB-068	NOI Goh Chen Ling dated 08 Jan 2019 – Q427-Q434; NOI Goh Jenn Ci dated 18 Jan 2019 – Q340-Q345; NOI Teng Siew Bee dated 14 Dec 2018 – Q154-Q161
140	Summerdale (MCST 2622)	N.A.	24 Mar 2014/ 26 Mar 2014	Pump repair works	SS[⊗]	CU Water	GCL-159 TSB-069	NOI Goh Chen Ling dated 08 Jan 2019 – Q437-Q444; NOI Teng Siew Bee dated 14 Dec 2018 – Q163-Q170
141	Summerdale (MCST 2622)	N.A.	18 Jun 2014 19 Jun 2014	1) Supply and replace filter tanks 2) Supply filter pumps 3) Maintenance service	SS[⊗]	CU Water (although Crystal Clear approached CU Water for advice on what to quote)	TWY-079 TCM-165	NOI Teh Wee Yap dated 14 Nov 2018 – Q153-Q159; NOI Toh Ching Miang dated 12 Dec 2018 – Q94-Q102
142	Sun Plaza (MCST 2724)	N.A.	3 Sep 2012	Replacement of pump and 1-year warranty	SS[⊗]	Crystal Clear	GCL-160 GJC-121 TCM-166	NOI Goh Chen Ling dated 08 Jan 2019 – Q446-Q453; NOI Goh Jenn Ci dated 18 Jan 2019 – Q357-Q365; NOI Toh Ching Miang dated 12 Dec 2018 – Q105-Q112
143	Sun Plaza (MCST 2724)	N.A.	28 May 2013	Replacement of multi-port valve for filtration and filter elements	SS[⊗]	Crystal Clear	GCL-160 GJC-121 TCM-166	NOI Goh Chen Ling dated 08 Jan 2019 – Q446-Q453; NOI Goh Jenn Ci dated 18 Jan 2019 – Q357-Q365; NOI Toh Ching Miang dated 12 Dec 2018 – Q105-Q112
144	Sun Plaza (MCST 2724)	N.A.	31 Mar 2014	Replacement of Pentair Whisperflo Pump	SS[⊗]	Crystal Clear	GCL-160 GJC-121 TCM-166	NOI Goh Chen Ling dated 08 Jan 2019 – Q446-Q453; NOI Goh Jenn Ci dated 18 Jan 2019 – Q357-Q365; NOI Toh Ching Miang dated 12 Dec 2018 – Q105-Q112
145	Sunshine Plaza (MCST 2592)	N.A.	1 Dec 2014	Replacement of Pentair Whisperflo Pump	SS[⊗]	Crystal Clear	TWY-038 TCM-167	NOI Goh Chen Ling dated 08 Jan 2019 – Q456-Q463; NOI Goh Jenn Ci dated 18 Jan 2019 – Q367-Q374;

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							Exhibit marking	Parties' evidence in Notes of Information
								NOI Toh Ching Miang dated 12 Dec 2018 – Q115-Q122
146	Tanglin Hill Condominium (MCST 0766)	N.A.	29 Sep 2011	Replacement of 3 sets of multiport valve	SS[⊗]	Crystal Clear	GCL-162 TCM-168	NOI Goh Chen Ling dated 08 Jan 2019 – Q465-Q472; NOI Toh Ching Miang dated 12 Dec 2018 – Q125-Q132
147	Tanglin Hill Condominium (MCST 0766)	N.A.	7 May 2014	Monthly maintenance of swimming pool	SS[⊗]	Crystal Clear	GCL-162 GJC-122 TCM-168	NOI Goh Chen Ling dated 08 Jan 2019 – Q465-Q472; NOI Goh Jenn Ci dated 18 Jan 2019 – Q376-Q384; NOI Toh Ching Miang dated 12 Dec 2018 – Q125-Q132
148	Tanglin View (MCST 2633)	N.A.	9 Sep 2011	Installation of 21 PC nozzles pipe works	SS[⊗]	Crystal Clear	GCL-164 TCM-169	NOI Goh Chen Ling dated 08 Jan 2019 – Q484-Q491; NOI Toh Ching Miang dated 12 Dec 2018 – Q135-Q142
149	Tanglin View (MCST 2633)	N.A.	9 Apr 2013	Monthly maintenance of swimming pools, Jacuzzi, furobath and water features inclusive of chemical and water analysis tests	SS[⊗]	Crystal Clear	GCL-164 GJC-123 TCM-169	NOI Goh Chen Ling dated 08 Jan 2019 – Q484-Q491; NOI Goh Jenn Ci dated 18 Jan 2019 – Q386-Q394; NOI Toh Ching Miang dated 12 Dec 2018 – Q135-Q142
150	Terrene at Bukit Timah (MCST 3965)	N.A.	7 Apr 2014	Monthly maintenance of swimming pools, water features and eco ponds inclusive of chemical and water analysis tests	SS[⊗]	Crystal Clear	GCL-165 GJC-125 TCM-170	NOI Goh Chen Ling dated 08 Jan 2019 – Q493-Q500; NOI Goh Jenn Ci dated 18 Jan 2019 – Q405-Q413; NOI Toh Ching Miang dated 12 Dec 2018 – Q144-Q151
151	The Ansley (MCST 2919)	N.A.	5 Sep 2011	Service and repair pumps	SS[⊗]	Crystal Clear	GCL-167 TCM-171	NOI Goh Chen Ling dated 08 Jan 2019 – Q512-Q519; NOI Toh Ching Miang dated 12 Dec 2018 – Q154-Q161
152	The Arc at Draycott (MCST 3404)	N.A.	21 Aug 2012	Installation of 3 sets of timers for pumps	SS[⊗]	Crystal Clear	GCL-168 GJC-126 TCM-172	NOI Goh Chen Ling dated 08 Jan 2019 – Q521-Q528; NOI Goh Jenn Ci dated 18 Jan 2019 – Q415-Q423; NOI Toh Ching Miang dated 12 Dec 2018 – Q164-Q171
153	The Axis (MCST 3545)	N.A.	13 Aug 2012/ 21 Aug 2012	Filtration system repair works	SS[⊗]	CU Water	GCL-169 TSB-074	NOI Goh Chen Ling dated 08 Jan 2019 – Q531-Q538; NOI Teng Siew Bee dated 14 Dec 2018 – Q208-Q215
154	The Blossomvale (MCST 2311)	N.A.	17 Jun 2014	Replacement of filters, pumps, valves including draining out of pool water	SS[⊗]	Crystal Clear	GCL-170 GJC-127 TCM-173	NOI Goh Chen Ling dated 08 Jan 2019 – Q550-Q557; NOI Goh Jenn Ci dated 18 Jan 2019 – Q425-Q432; NOI Toh Ching Miang dated 12 Dec 2018 – Q174-Q181
155	The Blossomvale (MCST 2311)	N.A.	15 Sep 2014	Monthly maintenance of swimming pools, Jacuzzi pool and water feature, inclusive of chemical and water analysis test	SS[⊗]	Crystal Clear	GCL-170 TWY-049 TCM-173	NOI Goh Jenn Ci dated 18 Jan 2019 – Q425-Q432; NOI Goh Jenn Ci dated 18 Jan 2019 – Q425-Q432; NOI Toh Ching Miang dated 12 Dec 2018 – Q174-Q181
156	The Cascadia (MCST 3736)	N.A.	26 Feb 2013	Monthly maintenance of pools, pond and water features inclusive of chemical and water analysis test	SS[⊗]	Crystal Clear	GCL-171 GJC-128 TCM-174	NOI Goh Chen Ling dated 08 Jan 2019 – Q559-Q566; NOI Goh Jenn Ci dated 18 Jan 2019 – Q434-Q442; NOI Toh Ching Miang dated 12 Dec 2018 – Q184-Q191
157	The Centris (MCST 3586)	Crystal Clear - CCCPL/12548	22 Jun 2012	Replacement of steamist controller model	SS[⊗]	Crystal Clear	GCL-173 TCM-175	NOI Goh Chen Ling dated 08 Jan 2019 – Q575-Q582; NOI Toh Ching Miang dated 12 Dec 2018 – Q194-Q201
158	The Centris (MCST 3586)	N.A.	2 Jul 2012	Service and overhaul pump	SS[⊗]	Crystal Clear	GCL-173 TCM-175	NOI Goh Chen Ling dated 08 Jan 2019 – Q575-Q582; NOI Toh Ching Miang dated 12 Dec 2018 – Q194-Q201

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							Exhibit marking	Parties' evidence in Notes of Information
159	The Centris (MCST 3586)	N.A.	19 Sep 2012	Replacement of ball bearings	S\$[X]	Crystal Clear	GCL-173 GJC-130 TCM-175	NOI Goh Chen Ling dated 08 Jan 2019 – Q575-Q582; NOI Goh Jenn Ci dated 18 Jan 2019 – Q451-Q459 NOI Toh Ching Miang dated 12 Dec 2018 – Q194-Q201
160	The Citrine (MCST 3409)	N.A.	20 May 2014/ 21 May 2014	Installation of items for water feature and patch-up tiles in swimming pool	S\$[X]	Crystal Clear	GCL-174 GJC-131 TCM-176	NOI Goh Chen Ling dated 08 Jan 2019 – Q584-Q591; NOI Goh Jenn Ci dated 18 Jan 2019 – Q461-Q469; NOI Toh Ching Miang dated 12 Dec 2018 – Q203-Q210
161	The Colonnade	N.A.	19 Sep 2011	Replacement of valves	S\$[X]	CU Water	GCL-176	NOI Goh Chen Ling dated 08 Jan 2019 – Q605-Q612
162	The Colonnade	N.A.	21 Nov 2014	Replacement work and test run operations for swimming pool pump in penthouse	S\$[X]	CU Water	GJC-133 TSB-076	NOI Goh Jenn Ci dated 18 Jan 2019 – Q481-Q488; NOI Teng Siew Bee dated 14 Dec 2018 – Q226-Q233
163	The Compass at Chancery	N.A.	15 Oct 2012	Installation of valves, filter elements, light holders etc. and touch up popped out files	S\$[X]	Crystal Clear	GCL-177 GJC-134 TCM-177	NOI Goh Chen Ling dated 08 Jan 2019 – Q621-Q628; NOI Goh Jenn Ci dated 18 Jan 2019 – Q490-Q498; NOI Toh Ching Miang dated 12 Dec 2018 – Q213-Q220
164	The Elysia (MCST 3231)	N.A.	20 Feb 2013/ 21 Feb 2013	Replacement of pump and patch up gap with chemical cement or do pointing works	S\$[X]	Crystal Clear	GCL-179 GJC-135 TCM-178	NOI Goh Chen Ling dated 08 Jan 2019 – Q641-Q648; NOI Goh Jenn Ci dated 18 Jan 2019 – Q500-Q508; NOI Toh Ching Miang dated 12 Dec 2018 – Q223-Q230
165	The Estoril (MCST 0843)	N.A.	16 Feb 2012/ 20 Feb 2012	Pump set repair	S\$[X]	CU Water	GCL-181 TSB-077	NOI Goh Chen Ling dated 08 Jan 2019 – Q664-Q671; NOI Teng Siew Bee dated 14 Dec 2018 – Q235-Q242
166	The Imperial (MCST 3233)	N.A.	16 Jul 2014	Installation of light holders and weather proofing boxes	S\$[X]	Crystal Clear	GCL-183 GJC-138 TCM-179	NOI Goh Chen Ling dated 08 Jan 2019 – Q683-Q690; NOI Goh Jenn Ci dated 18 Jan 2019 – Q529-Q536; NOI Toh Ching Miang dated 12 Dec 2018 – Q233-Q240
167	The Imperial (MCST 3233)	N.A.	12 Aug 2014	Replacement of pumps	S\$[X]	Crystal Clear	GCL-183 TCM-179	NOI Goh Chen Ling dated 08 Jan 2019 – Q683-Q690; NOI Toh Ching Miang dated 12 Dec 2018 – Q233-Q240
168	The Marbella (MCST 2982)	N.A.	16 Dec 2010	Replacement of underwater lightings	N.A.	CU Water (although Crystal Clear approached CU Water on advice on what to quote)	GCL-185 GJC-139 TSB-079	NOI Goh Chen Ling dated 08 Jan 2019 – Q702-Q705; NOI Goh Jenn Ci dated 18 Jan 2019 – Q539-Q548; NOI Teng Siew Bee dated 14 Dec 2018 – Q252-Q253
169	The Merlot (MCST 3427)	N.A.	18 Apr 2013	Repair of 2 sets of filter elements and a pump	S\$[X]	Crystal Clear	GCL-186 GJC-140 TCM-180	NOI Goh Chen Ling dated 08 Jan 2019 – Q707-Q714; NOI Goh Jenn Ci dated 18 Jan 2019 – Q550-Q558; NOI Toh Ching Miang dated 12 Dec 2018 – Q243-Q250
170	The Petals (MCST 2708)	N.A.	11 Jun 2012	Replacement of 4 sets of filter elements	S\$[X]	Crystal Clear	GCL-187 TCM-181	NOI Goh Chen Ling dated 08 Jan 2019 – Q716-Q723; NOI Toh Ching Miang dated 12 Dec 2018 – Q253-Q260
171	The Pier at Robertson (MCST 3166)	N.A.	19 Mar 2013	Replacement of 4 sets of filter elements	S\$[X]	Crystal Clear	GCL-188 GJC-141 TCM-182	NOI Goh Chen Ling dated 08 Jan 2019 – Q725-Q732; NOI Goh Jenn Ci dated 18 Jan 2019 – Q560-Q568; NOI Toh Ching Miang dated 12 Dec 2018 – Q263-Q270
172	The Pier at Robertson (MCST 3166)	N.A.	5 Feb 2014	Replacement of Tsurumi submersible pump	S\$[X]	Crystal Clear	GCL-188 GJC-141	NOI Goh Chen Ling dated 08 Jan 2019 – Q725-Q732; NOI Goh Jenn Ci dated 18 Jan 2019 – Q560-Q568
173	The Pier at Robertson (MCST 3166)	N.A.	15 Jul 2014	Monthly maintenance of pools and water feature inclusive of chemical and water analysis tests	S\$[X]	Crystal Clear	GCL-188 GJC-141 TCM-182	NOI Goh Chen Ling dated 08 Jan 2019 – Q725-Q732; NOI Goh Jenn Ci dated 18 Jan 2019 – Q560-Q568; NOI Toh Ching Miang dated 12 Dec 2018 – Q263-Q270

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174	The Regalia (MCST 1837)	N.A.	16 Oct 2012	Monthly maintenance of pools and water features inclusive of chemical and water analysis tests	S\$[X]	Crystal Clear	GCL-189 GJC-142 TCM-183	NOI Goh Chen Ling dated 08 Jan 2019 – Q734-Q741; NOI Goh Jenn Ci dated 18 Jan 2019 – Q570-Q578; NOI Toh Ching Miang dated 12 Dec 2018 – Q273-Q279
175	The Sensoria(MCST 3302)	N.A.	29 May 2014	Cleaning the fishpond system or convert the fishpond into a water feature	S\$[X]	Crystal Clear	GCL-192 GJC-144 TCM-184	NOI Goh Chen Ling dated 08 Jan 2019 – Q765-Q772; NOI Goh Jenn Ci dated 18 Jan 2019 – Q589-Q597; NOI Toh Ching Miang dated 12 Dec 2018 – Q282-Q289
176	The Serenade @ Holland (MCST 2886)	N.A.	25 Aug 2011 12 Sep 2011	Replacement of faulty parts for the cascade water feature	N.A.	CU Water (although Crystal Clear approached CU Water for advice on what to quote)	GCL-193 TCM-185 TSB-081	NOI Goh Chen Ling dated 08 Jan 2019 – Q775-Q796; NOI Toh Ching Miang dated 12 Dec 2018 – Q291-Q292; NOI Teng Siew Bee dated 14 Dec 2018 – Q265
177	The Solitaire (MCST 3571)	N.A.	24 May 2014/ 26 May 2014	Patch up of popped out tiles	S\$[X]	Crystal Clear	GCL-194 GJC-146 TCM-186	NOI Goh Chen Ling dated 08 Jan 2019 – Q798-Q805; NOI Goh Jenn Ci dated 18 Jan 2019 – Q611-Q619; NOI Toh Ching Miang dated 12 Dec 2018 – Q295-Q302
178	The Solitaire (MCST 3571)	N.A.	6 Jun 2014	Welding and machine of shaft for 2 filtration pumps	S\$[X]	Crystal Clear	GCL-194 GJC-146 TCM-186	NOI Goh Chen Ling dated 08 Jan 2019 – Q798-Q805; NOI Goh Jenn Ci dated 18 Jan 2019 – Q611-Q619; NOI Toh Ching Miang dated 12 Dec 2018 – Q295-Q302
179	The Spectrum (MCST 3121)	N.A.	13 Feb 2012/ 16 Feb 2012	Fishpond pump set replacement	S\$[X]	CU Water	GCL-195 TSB-082	NOI Goh Chen Ling dated 08 Jan 2019 – Q808-Q815; NOI Teng Siew Bee dated 14 Dec 2018 – Q268-Q275
180	The Spectrum (MCST 3121)	N.A.	13 Feb 2012/ 16 Feb 2012	Swimming pool pump set replacement	S\$[X]	CU Water	GCL-195 TSB-082	NOI Goh Chen Ling dated 08 Jan 2019 – Q808-Q815; NOI Teng Siew Bee dated 14 Dec 2018 – Q268-Q275
181	The Spectrum (MCST 3121)	N.A.	13 Feb 2012/ 16 Feb 2012	Monthly maintenance of pools, water features and fish ponds	S\$[X]	CU Water	GCL-195 TSB-082	NOI Goh Chen Ling dated 08 Jan 2019 – Q808-Q815; NOI Teng Siew Bee dated 14 Dec 2018 – Q268-Q275
182	The Sterling (MCST 2542)	N.A.	21 Dec 2011	Replacement of ball bearings, valve and jets etc.	S\$[X]	CU Water	GCL-196 TSB-083	NOI Goh Chen Ling dated 08 Jan 2019 – Q818-Q825; NOI Teng Siew Bee dated 14 Dec 2018 – Q277-Q284
183	The Sterling (MCST 2542)	N.A.	23 Jun 2014	Supply and deliver 1 motor, including wiring and test run (weir pump)	S\$[X]	CU Water	GCL-196 TSB-083	NOI Goh Chen Ling dated 08 Jan 2019 – Q818-Q825; NOI Teng Siew Bee dated 14 Dec 2018 – Q277-Q284
184	The Summit (MCST 1788)	N.A.	4 Oct 2012	Replacement of valves, strainer and repair of swimming pool circulation pump	S\$[X]	Crystal Clear	GCL-197 GJC-147 TCM-187	NOI Goh Chen Ling dated 08 Jan 2019 – Q827-Q834; NOI Goh Jenn Ci dated 18 Jan 2019 – Q621-Q629; NOI Toh Ching Miang dated 12 Dec 2018 – Q305-Q312
185	The Sunny Spring (MCST 2199)	N.A.	15 Feb 2012	Swimming pool pump set repair	S\$[X]	CU Water	GCL-198 TSB-070	NOI Goh Chen Ling dated 08 Jan 2019 – Q837-Q844; NOI Teng Siew Bee dated 14 Dec 2018 – Q172-Q179
186	The Sunny Spring (MCST 2199)	N.A.	22 Jan 2013	Replacement of valves	S\$[X]	CU Water	GCL-198 TSB-070	NOI Goh Chen Ling dated 08 Jan 2019 – Q837-Q844; NOI Teng Siew Bee dated 14 Dec 2018 – Q172-Q179
187	The Sunshine (MCST 2850)	N.A.	7 Aug 2012	Replacement of pump	S\$[X]	Crystal Clear	GCL-199 GJC-149 TCM-188	NOI Goh Chen Ling dated 08 Jan 2019 – Q846-Q853; NOI Goh Jenn Ci dated 18 Jan 2019 – Q641-Q649; NOI Toh Ching Miang dated 12 Dec 2018 – Q315-Q322;
188	The Tanamera (MCST 1963)	Crystal Clear - CCCPL/12914	8 Sep 2012/ 10 Sep 2012	Lighting replacement works	S\$[X]	CU Water	GCL-200 TSB-071	NOI Goh Chen Ling dated 08 Jan 2019 – Q856-Q863; NOI Teng Siew Bee dated 14 Dec 2018 – Q181-Q188
189	The Tanamera (MCST 1963)	Crystal Clear - CCCPL/13821	22 Mar 2013	Underwater light replacement works	S\$[X]	CU Water	GCL-200 TSB-071	NOI Goh Chen Ling dated 08 Jan 2019 – Q856-Q863; NOI Teng Siew Bee dated 14 Dec 2018 – Q181-Q188

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190	The Tier (MCST 3807)	N.A.	18 Jan 2013	Monthly maintenance of swimming pool and Jacuzzi inclusive of chemical and water analysis test	S\$[X]	Crystal Clear	GCL-202 GJC-150 TCM-189	NOI Goh Chen Ling dated 08 Jan 2019 – Q875-Q882; NOI Goh Jenn Ci dated 18 Jan 2019 – Q661-Q669; NOI Toh Ching Miang dated 12 Dec 2018 – Q325-Q332
191	The Ventana (MCST 2856)	N.A.	30 May 2014	Replacement of 2 sets of filter elements	S\$[X]	Crystal Clear	GCL-203 GJC-151 TCM-190	NOI Goh Chen Ling dated 08 Jan 2019 – Q884-Q891; NOI Goh Jenn Ci dated 18 Jan 2019 – Q671-Q679; NOI Toh Ching Miang dated 12 Dec 2018 – Q335-Q342
192	The View @ Meyer (MCST 3463)	Crystal Clear - CCCPL/12942	13 Sep 2012/ 19 Sep 2012	Monthly maintenance of pools, water features, lily ponds and filtration rooms	S\$[X]	CU Water	GCL-204 TSB-085	NOI Goh Chen Ling dated 08 Jan 2019 – Q894-Q901; NOI Teng Siew Bee dated 14 Dec 2018 – Q295-Q297
193	The Waterina (MCST 2992)	N.A.	25 Aug 2014	Replacement of filter elements and pipe works	S\$[X]	Crystal Clear	TWY-051 TCM-191	NOI Goh Chen Ling dated 08 Jan 2019 – Q913-Q920; NOI Goh Jenn Ci dated 18 Jan 2019 – Q681-Q688; NOI Toh Ching Miang dated 12 Dec 2018 – Q345-Q352
194	Tropical Spring Condominium (MCST 2790)	N.A.	27 Aug 2012/ 28 Aug 2012	Patching up of popped out tiles	S\$[X]	Crystal Clear	GCL-208 GJC-154 TCM-192	NOI Goh Chen Ling dated 08 Jan 2019 – Q941-Q948; NOI Goh Jenn Ci dated 18 Jan 2019 – Q709-Q717; NOI Toh Ching Miang dated 12 Dec 2018 – Q355-Q362
195	UB One (MCST 3740)	N.A.	4 Oct 2012	Monthly maintenance of water feature inclusive of chemical water analysis test	S\$[X]	Crystal Clear	GCL-209 GJC-155 TCM-193	NOI Goh Chen Ling dated 08 Jan 2019 – Q950-Q957; NOI Goh Jenn Ci dated 18 Jan 2019 – Q719-Q727; NOI Toh Ching Miang dated 12 Dec 2018 – Q365-Q372
196	UB One (MCST 3740)	N.A.	23 Jun 2014	Replacement of 1 Tsurumi submersible pump	S\$[X]	Crystal Clear	GCL-209 GJC-155 TCM-193	NOI Goh Chen Ling dated 08 Jan 2019 – Q950-Q957; NOI Goh Jenn Ci dated 18 Jan 2019 – Q719-Q727; NOI Toh Ching Miang dated 12 Dec 2018 – Q365-Q372
197	Unit 8 (MCST 1125)	N.A.	13 July 2012	Monthly maintenance of swimming pool and water test report	S\$[X]	CU Water	GCL-210 TSB-088	NOI Goh Chen Ling dated 08 Jan 2019 – Q960-Q967; NOI Teng Siew Bee dated 14 Dec 2018 – Q317-Q324
198	Varsity Park (MCST 3397)	N.A.	17 May 2013	Patching up of popped out tiles	S\$[X]	Crystal Clear	GCL-211 GJC-156 TCM-194	NOI Goh Chen Ling dated 08 Jan 2019 – Q969-Q976; NOI Goh Jenn Ci dated 18 Jan 2019 – Q729-Q737; NOI Toh Ching Miang dated 12 Dec 2018 – Q375-Q382
199	Venezio (MCST 3193)	N.A.	8 Jun 2012	Replacement of 2 sets of filter elements	S\$[X]	Crystal Clear	GCL-212 GJC-157 TCM-195	NOI Goh Chen Ling dated 08 Jan 2019 – Q978-Q985; NOI Goh Jenn Ci dated 18 Jan 2019 – Q739-Q747; NOI Toh Ching Miang dated 12 Dec 2018 – Q385-Q392
200	Venezio (MCST 3193)	N.A.	11 Sep 2012	Replacement of items for underwater lights	S\$[X]	Crystal Clear	GCL-212 GJC-157 TCM-195	NOI Goh Chen Ling dated 08 Jan 2019 – Q978-Q985; NOI Goh Jenn Ci dated 18 Jan 2019 – Q739-Q747; NOI Toh Ching Miang dated 12 Dec 2018 – Q385-Q392
201	Ventuno Balmoral (MCST 3438)	N.A.	11 Jul 2012	Repair works for Jacuzzi overflow	S\$[X]	Crystal Clear	GCL-213 TCM-196	NOI Goh Chen Ling dated 08 Jan 2019 – Q987-Q994; NOI Toh Ching Miang dated 12 Dec 2018 – Q395-Q402
202	Vida (MCST 3513)	N.A.	17 Jul 2014	Monthly maintenance of swimming pools, Jacuzzi and water features inclusive of chemical and water analysis test	S\$[X]	Crystal Clear	GCL-214 GJC-158 TCM-197	NOI Goh Chen Ling dated 08 Jan 2019 – Q996-Q1003; NOI Goh Jenn Ci dated 18 Jan 2019 – Q749-Q756; NOI Toh Ching Miang dated 12 Dec 2018 – Q405-Q412
203	Villa Marina (MCST 2528)	N.A.	22 Aug 2014 27 Aug 2014	Replacement of swimming pool and hot pool filters	S\$[X]	CU Water (Crystal Clear approached CU)	GCL-215 GJC-159 TWY-045 TCM-198	NOI Goh Chen Ling dated 08 Jan 2019 – Q1006; Q1017-Q1023; NOI Goh Jenn Ci dated 18 Jan 2019 – Q759-Q768; NOI Toh Ching Miang dated 12 Dec 2018 – Q414-Q423; NOI Teng Siew Bee dated 14 Dec 2018 – Q326-Q335

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							Exhibit marking	Parties' evidence in Notes of Information
						Water on what to quote)	TSB-089	
204	W Residences	N.A.	1 Nov 2012	Replacement of pump and cartridge filter with 1-year warranty	S\$[ⓧ]	Crystal Clear	GCL-216 GJC-160 TCM-199	NOI Goh Chen Ling dated 08 Jan 2019 – Q1026-Q1033; NOI Goh Jenn Ci dated 18 Jan 2019 – Q771Q779; NOI Toh Ching Miang dated 12 Dec 2018 – Q426-Q433
205	White Shore	N.A.	14 Jun 2012	Replacement of 1 Pentair Whisperflo pump	S\$[ⓧ]	Crystal Clear	GCL-218 TCM-200	NOI Goh Chen Ling dated 08 Jan 2019 – Q1044-Q1051; NOI Toh Ching Miang dated 12 Dec 2018 – Q435-Q442
206	Whitewater EC (MCST 3034)	N.A.	18 Feb 2013	Replacement of motor, ball bearings, seals, control valves etc. for swimming pool	S\$[ⓧ]	CU Water	GCL-219 TSB-090	NOI Goh Chen Ling dated 09 Jan 2019 – Q24-Q34; NOI Teng Siew Bee dated 14 Dec 2018 – Q337-Q346
207	Woodsvale Condominium 9MCST 2643)	N.A.	4 Apr 2017	Replacement of lighting (680*2 + 580*2 + 520))	S\$[ⓧ]	CU Water	TWY-063 TCM-201	NOI Teh Wee Yap dated 15 Nov 2018 – Q16-Q25; NOI Toh Ching Miang dated 12 Dec 2018 – Q444-Q451
208	Yishun Emerald (MCST 2672)	NA.	22 Sep 2014	Super-chlorination, vacuuming of pool and water analysis test	S\$[ⓧ]	Crystal Clear	TWY-044 TCM-202	NOI Goh Chen Ling dated 09 Jan 2019 – Q49-Q56; NOI Goh Jenn Ci dated 18 Jan 2019 – Q781-Q788; NOI Toh Ching Miang dated 12 Dec 2018 – Q454-Q462
209	Yishun Emerald (MCST 2672)	NA.	22 Sep 2014	Replacement of 7 sets of filter elements	S\$[ⓧ]	Crystal Clear	TWY-044 TCM-202	NOI Goh Chen Ling dated 09 Jan 2019 – Q49-Q56; NOI Goh Jenn Ci dated 18 Jan 2019 – Q781-Q788; NOI Toh Ching Miang dated 12 Dec 2018 – Q454-Q462
210	Yishun Emerald (MCST 2672)	NA.	22 Sep 2014	Replacement of light holder for swimming pol	S\$[ⓧ]	Crystal Clear	TWY-044 TCM-202	NOI Goh Chen Ling dated 09 Jan 2019 – Q49-Q56; NOI Goh Jenn Ci dated 18 Jan 2019 – Q781-Q788; NOI Toh Ching Miang dated 12 Dec 2018 – Q454-Q462
211	Yishun Emerald (MCST 2672)	NA.	22 Sep 2014	Replacement of underwater light bulbs	S\$[ⓧ]	Crystal Clear	TWY-044 TCM-202	NOI Goh Chen Ling dated 09 Jan 2019 – Q49-Q56; NOI Goh Jenn Ci dated 18 Jan 2019 – Q781-Q788; NOI Toh Ching Miang dated 12 Dec 2018 – Q454-Q462

ANNEX B3: TENDERS AFFECTED BY CONDUCT (CU Water – Crvstalene – Crystal Clear)

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁷³ /Date of Request by Requesting Party ²⁷⁴	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
1	15 Swettenham Road	N.A.	Crystalene – 5 Sept 2011 ²⁷⁵ Crystal Clear - 1 Sep 2011/ 5 Sep 2011	Monthly maintenance of swimming pool and water test	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-223 MA-001 TSB-092	NOI Goh Chen Ling dated 09 Jan 2019 – Q59-Q66; NOI Mazzlia dated 13 Dec 2018 – Q45-Q54; NOI Teng Siew Bee dated 14 Dec 2018 – Q361-Q368
2	21 Anderson (MCST 3497)	N.A.	Crystalene – 14 Sep 2011/ 15 Sep 2011 Crystal Clear - 10 Sep 2011/ 15 Sep 2011	Vale and tiles patching work	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-224 GCL-225 MA-030 TSB-093	NOI Goh Chen Ling dated 09 Jan 2019 – Q69-Q76; NOI Goh Chen Ling dated 09 Jan 2019 – Q78-Q85; NOI Mazzlia dated 13 Dec 2018 – Q327-Q335; NOI Teng Siew Bee dated 14 Dec 2018 – Q370-Q377
3	7 Claymore (MCST 2201)	N.A.	Crystalene – 14 Sep 2011/ 15 Sep 2011 Crystal Clear - 15 Sep 2011	Replacement of butterfly valves and tiles for main pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-225 MA-030 TSB-093	NOI Goh Chen Ling dated 09 Jan 2019 – Q78-Q85; NOI Mazzlia dated 13 Dec 2018 – Q327-Q335; NOI Teng Siew Bee dated 14 Dec 2018 – Q370-Q377
4	Adam Park Condominium (MCST 2964)	Crystal Clear – CCCPL/13067	Crystalene – 5 Oct 2012 Crystal Clear - 5 Oct 2012	Maintenance of swimming pool and fish pond	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-024 GJC-017 TSB-001	NOI Goh Chen Ling dated 29 Nov 2018 – Q45-Q52; NOI Goh Jenn Ci dated 22 Nov 2018 – Q48-Q56; NOI Teng Siew Bee dated 13 Dec 2018 – Q36-Q43
5	Adam Park Condominium (MCST 2964)	Crystal Clear – CCCPL/13891	Crystalene - 8 Apr 2013 Crystal Clear – 8 Apr 2013	Installation of 4 sets of fiberglass filter tanks	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-024 TSB-001	NOI Goh Chen Ling dated 29 Nov 2018 – Q45-Q52; NOI Teng Siew Bee dated 13 Dec 2018 – Q36-Q43
6	Adam Park Condominium (MCST 2964)	Crystal Clear – CCCPL/16616	Crystalene – 25 Apr 2014 Crystal Clear - 25 Apr 2014	Installation of male and female sauna stoves	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GJC-017 TSB-001	NOI Goh Jenn Ci dated 22 Nov 2018 – Q48-Q56; NOI Teng Siew Bee dated 13 Dec 2018 – Q36-Q43
7	Adam Park Condominium (MCST 2964)	Crystal Clear – CCCPL/17007	Crystalene - 15 Jul 2014 Crystal Clear – 15 Jul 2014	Installation of filter tank at fish pond	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GJC-017 TSB-001	NOI Goh Chen Ling dated 29 Nov 2018 – Q152-Q159 NOI Goh Jenn Ci dated 22 Nov 2018 – Q48-Q56; NOI Teng Siew Bee dated 13 Dec 2018 – Q36-Q43
8	Aquarius by the Park (MCST 2669)	Crystal Clear - CCCPL/17293	Crystalene – 16 Sep 2014 Crystal Clear - 16 Sep 2014	Installation of ball-float valve for water fountain	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GJC-021 TSB-003	NOI Goh Jenn Ci dated 22 Nov 2018 – Q92-Q99; NOI Teng Siew Bee dated 13 Dec 2018 – Q55-Q62
9	Aquarius by the Park (MCST 2669)	Crystal Clear - CCCPL/17389	Crystalene – 3 Oct 2014	Fish pond works on filtration system	Crystalene - S\$[X]	CU Water	GJC-021 TSB-003	NOI Goh Jenn Ci dated 22 Nov 2018 – Q92-Q99; NOI Teng Siew Bee dated 13 Dec 2018 – Q55-Q62

²⁷³ This refers to the date of the support quote specified by the Requesting Party and sent to the Requested Party.

²⁷⁴ This refers to the date of the communication sent by a Requesting Party to a Requested Party containing a request for a support quote.

²⁷⁵ Where Tender Date and Date of Email Request by Requesting Party is the same, only one date is stated.

S/N	Privately-owned Development Involved	Tender Number (if known)	Tender Date ²⁷³ /Date of Request by Requesting Party ²⁷⁴	Tender Details (Job description)	Price Requesting Party directed other Party to put in support quote	Party requesting for support quote	Evidence	
							Exhibit marking	Parties' evidence in Notes of Information
			Crystal Clear - 3 Oct 2014		Crystal Clear - S\$[REDACTED]			
10	Aston Mansions (MCST 2322)	N.A.	Crystalene – 22 Aug 2011/ 23 Aug 2011 Crystal Clear – 20 Aug 2011/ 23 Aug 2011	Installation of strainer basket	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-029 MA-005 TSB-004	NOI Goh Chen Ling dated 29 Nov 2018 – Q102-Q109; NOI Mazzlia dated 13 Dec 2018 – Q86-Q93; NOI Teng Siew Bee dated 13 Dec 2018 – Q64-Q71
11	Aston Mansions (MCST 2322)	N.A.	Crystalene - 22 Mar 2012 Crystal Clear – 22 Mar 2012	Option 1: Replacement of pumps Option 2: Installation of pumps	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-029 GJC-024 TSB-004	NOI Goh Chen Ling dated 29 Nov 2018 – Q102-Q109; NOI Goh Jenn Ci dated 22 Nov 2018 – Q121-Q128; NOI Teng Siew Bee dated 13 Dec 2018 – Q64-Q71
12	Balmoral Gate (MCST 1983)	N.A.	Crystalene – 14 Jun 2012 Crystal Clear - 13 Jun 2012/ 14 Jun 2012	Repair of mechanical seal and ball bearing at water feature	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GJC-028 TSB-005	NOI Goh Jenn Ci dated 22 Nov 2018 – Q154-Q161; NOI Teng Siew Bee dated 13 Dec 2018 – Q73-Q80
13	Binjai Crest (MCST 2937)	N.A.	Crystalene – 30 Sept 2011/ 3 Oct 2011 Crystal Clear - 26 Sept 2011/ 3 Oct 2011	Installation of control/transformer panel	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-036 MA-007 TSB-008	NOI Goh Chen Ling dated 29 Nov 2018 – Q172-Q179; NOI Mazzlia dated 13 Dec 2018 – Q105-Q112; NOI Teng Siew Bee dated 13 Dec 2018 – Q100-Q107
14	Birmingham Mansion (MCST 2548)	N.A.	Crystalene – 10 Jun 2012/ 13 Jun 2012 Crystal Clear – 11 Jun 2012/ 13 Jun 2012	Repairing of tiles, lights and motor for swimming pool	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-037 TSB-009	NOI Goh Chen Ling dated 29 Nov 2018 – Q182-Q189; NOI Teng Siew Bee dated 13 Dec 2018 – Q109-Q116
15	Bishan Park Condominium (MCST 2011)	Crystal Clear – CC/10987	Crystalene – 22 Aug 2011 Crystal Clear - 20 Aug 2011/22 Aug 2011	Repair works at water fountain	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-038 MA-008 TSB-010	NOI Goh Chen Ling dated 29 Nov 2018 – Q192-Q199; NOI Mazzlia dated 13 Dec 2018 – Q114-Q121; NOI Teng Siew Bee dated 13 Dec 2018 – Q118-Q126
16	Bishan Park Condominium (MCST 2011)	Crystal Clear - CC/10988	Crystalene – 22 Aug 2011 Crystal Clear - 20 Aug 2011/22 Aug 2011	New design for water fountain	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-038 MA-008 TSB-010	NOI Goh Chen Ling dated 29 Nov 2018 – Q192-Q199; NOI Mazzlia dated 13 Dec 2018 – Q114-Q121; NOI Teng Siew Bee dated 13 Dec 2018 – Q118-Q126
17	Bishan Park Condominium	Crystal Clear - CC/11342	Crystalene – 30 Nov 2011	Replace multiport valve and install union ball valve	Crystalene - S\$[REDACTED]	CU Water	GCL-038 GJC-034	NOI Goh Chen Ling dated 29 Nov 2018 – Q192-Q199; NOI Goh Jenn Ci dated 22 Nov 2018 – Q225-Q235;

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	(MCST 2011)		Crystal Clear - 29 Nov 2011/ 30 Nov 2011		Crystal Clear - S\$[REDACTED]		TSB-010	NOI Teng Siew Bee dated 13 Dec 2018 – Q118-Q126
18	Bishan Point (MCST 3005)	N.A.	Crystalene - 27 Aug 2012/ 31 Aug 2012 Crystal Clear – 27 Aug 2012/ 31 Aug 2012	Underwater lights repair works	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-039 GJC-035 TSB-011	NOI Goh Chen Ling dated 29 Nov 2018 – Q202-Q209; NOI Goh Jenn Ci dated 22 Nov 2018 – Q238-Q245; NOI Teng Siew Bee dated 13 Dec 2018 – Q128-Q135
19	Bishan Point (MCST 3005)	N.A.	Crystalene – 30 Jan 2013 Crystal Clear - 29 Jan 2013/ 30 Jan 2013	Underwater lights repair works	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GJC-035 TSB-011	NOI Goh Jenn Ci dated 22 Nov 2018 – Q238-245; NOI Teng Siew Bee dated 13 Dec 2018 – Q128-Q135
20	Blossoms @ Woodleigh (MCST 3284)	N.A.	Crystalene - 22 Aug 2011/ 26 Aug 2011 Crystal Clear - 25 Aug 2011/ 26 Aug 2011	Replacement of submersible pump	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-040 MA-010 TSB-012	NOI Goh Chen Ling dated 29 Nov 2018 – Q212-Q219; NOI Mazzlia dated 13 Dec 2018 – Q132-Q139; NOI Teng Siew Bee dated 13 Dec 2018 – Q137-Q144
21	Blossoms @ Woodleigh (MCST 3284)	N.A.	Crystalene - 16 Jan 2012/ 18 Jan 2012 Crystal Clear – 18 Jan 2012	Removal of existing joints and replace with underwater epoxy	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-040 TSB-012	NOI Goh Chen Ling dated 29 Nov 2018 – Q212-Q219; NOI Teng Siew Bee dated 13 Dec 2018 – Q137-Q144
22	Buckley 18 (MCST 3500)	N.A.	Crystalene – 6 Apr 2012 Crystal Clear - 6 Apr 2012	Monthly maintenance of main pool and water features	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-042 TSB-013	NOI Goh Chen Ling dated 29 Nov 2018 – Q231-Q238; NOI Teng Siew Bee dated 13 Dec 2018 – Q146-Q153
23	Buona Vista Gardens (MCST 1551)	N.A.	Crystalene - 28 Aug 2012 Crystal Clear – 28 Aug 2012	Filter pumps repair work	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-044 GJC-038 TSB-014	NOI Goh Chen Ling dated 29 Nov 2018 – Q251-Q258; NOI Goh Jenn Ci dated 22 Nov 2018 – Q279-285; NOI Teng Siew Bee dated 13 Dec 2018 – Q155-Q162
24	Carissa Park (MCST 2677)	Crystalene – CR/9520/02/2014	Crystalene - 16 Feb 2014/ 18 Feb 2014 Crystalene - 17 Feb 2014/ 20 Feb 2014	Filter tank replacement	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-048 TSB-015	NOI Goh Chen Ling dated 29 Nov 2018 – Q292-Q299; NOI Teng Siew Bee dated 13 Dec 2018 – Q164-Q171
25	Cascadale (MCST 2071)	N.A.	Crystalene – 4 Feb 2012/ 6 Feb 2012 Crystal Clear – 2 Feb 2012/ 6 Feb 2012	Repair works for missing tiles	Crystalene - S\$[REDACTED] Crystal Clear - S\$[REDACTED]	CU Water	GCL-051 TSB-016	NOI Goh Chen Ling dated 29 Nov 2018 – Q315-Q322; NOI Teng Siew Bee dated 13 Dec 2018 – Q173-Q180

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26	Cavendish Park (MCST 2208)	N.A.	Crystalene – 2 Feb 2012 Crystal Clear - 2 Feb 2012	Replacement work for hot spa pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-042 TSB-017	NOI Goh Jenn Ci dated 17 Jan 2019 – Q23-Q30; NOI Teng Siew Bee dated 13 Dec 2018 – Q182-Q189
27	Cavendish Park (MCST 2208)	N.A.	Crystalene - 28 May 2012/ 29 May 2012 Crystal Clear – 29 May 2012	Repair works for water feature	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-052 TSB-017	NOI Goh Chen Ling dated 29 Nov 2018 – Q325-Q332; NOI Teng Siew Bee dated 13 Dec 2018 – Q182-Q189
28	Cavendish Park (MCST 2208)	Crystalene – CR/9671/05/2014	Crystalene - 27 May 2014 Crystal Clear - 28 May 2014	Repair works for hot spa and wading pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-042 TSB-017	NOI Goh Jenn Ci dated 17 Jan 2019 – Q23-Q30; NOI Teng Siew Bee dated 13 Dec 2018 – Q182-Q189
29	Cavendish Park (MCST 2208)	Crystalene – CR/9672/05/2014	Crystalene – 27 May 2014 Crystal Clear - 28 May 2014	Repair works for water feature at blk 16 and 20	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-042 TSB-017	NOI Goh Jenn Ci dated 17 Jan 2019 – Q23-Q30; NOI Teng Siew Bee dated 13 Dec 2018 – Q182-Q189
30	Coronation Grove (MCST 1064)	N.A.	Crystalene – 15 May 2012/ 17 May 2012 Crystal Clear – 16 May 2012/ 17 May 2012	Pressure testing for swimming pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-057 TSB-020	NOI Goh Chen Ling dated 29 Nov 2018 – Q389-Q397 NOI Teng Siew Bee dated 13 Dec 2018 – Q209-Q216;
31	D'Gallery (MCST 3204)	N.A.	Crystalene – 24 Mar 2014 Crystal Clear - 20 Mar 2014/ 24 Mar 2014	Repair works for swimming pool tiles	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-062 TSB-023	NOI Goh Chen Ling dated 07 Jan 2019 – Q26-Q38; NOI Teng Siew Bee dated 13 Dec 2018 – Q246-Q255
32	D'Oasia (MCST 3617)	N.A.	Crystalene – 14 June 2012/ 15 June 2012 Crystal Clear – 13 June 2012/ 15 June 2012	Monthly maintenance of swimming pools and water features	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-063 TSB-024	NOI Goh Chen Ling dated 07 Jan 2019 – Q41-Q48; NOI Teng Siew Bee dated 13 Dec 2018 – Q257-Q264
33	D'Oasia (MCST 3617)	N.A.	Crystalene – 4 June 2013 Crystal Clear – 2 June 2013/ 3 June 2013	Tiling works	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-063 TSB-024	NOI Goh Chen Ling dated 07 Jan 2019 – Q41-Q48; NOI Teng Siew Bee dated 13 Dec 2018 – Q257-Q264

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34	De Paradiso (MCST 2960)	N/A	Crystalene - 17 Oct 2012 Crystal Clear - 17 Oct 2012	Replacement of swimming pool lights	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-060 GJC-048 TSB-022	NOI Goh Chen Ling dated 07 Jan 2019 – Q2-Q14; NOI Goh Jenn Ci dated 17 Jan 2019 – Q96-Q104; NOI Teng Siew Bee dated 13 Dec 2018 – Q234-Q244
35	Eastern Lagoon I (MCST 1076)	CR/10012/12/2014	Crystalene – 9 Dec 2014 Crystal Clear - 9 Dec 2014	Installation of valves and filter tank tops	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GJC-053 TSB-026	NOI Goh Jenn Ci dated 17 Jan 2019 – Q167-Q175; NOI Teng Siew Bee dated 13 Dec 2018 – Q273-Q280
36	Eastern Lagoon I (MCST 1076)	CR/10011/12/2014	Crystalene – 9 Dec 2014 Crystal Clear - 9 Dec 2014	Testing for pool leakage	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GJC-053 TSB-026	NOI Goh Jenn Ci dated 17 Jan 2019 – Q167-Q175; NOI Teng Siew Bee dated 13 Dec 2018 – Q273-Q280
37	Eightrium	N.A.	Crystalene – 5 Jan 2013 Crystal Clear - 5 Jan 2013/ 8 Jan 2013	Filter tank conversion for water feature	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-070 TSB-028	NOI Goh Chen Ling dated 07 Jan 2019 – Q118-Q125; NOI Teng Siew Bee dated 13 Dec 2018 – Q295-Q304
38	Eunos Green (MCST 2326)	N.A.	Crystalene – 26 Mar 2012 Crystal Clear - 26 Mar 2012	Replacement of underwater light bulbs	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-072 TSB-029	NOI Goh Chen Ling dated 07 Jan 2019 – Q137-Q145; NOI Teng Siew Bee dated 13 Dec 2018 – Q306-Q313
39	Eunos Green (MCST 2326)	Crystalene - CR/9843/08/2014	Crystalene – 25 Aug 2014 Crystal Clear - 23 Aug 2014/ 25 Aug 2014	Repair works for suction pipe and filter system	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-072	NOI Goh Chen Ling dated 07 Jan 2019 – Q137-Q145
40	Four Seasons Park (MCST 1955)	N.A.	Crystalene - 15 May 2012/ 17 May 2012 Crystal Clear - 15 May 2012/ 17 May 2012	Monthly maintenance of swimming pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-073 TSB-030	NOI Goh Chen Ling dated 07 Jan 2019 – Q148-Q155; NOI Teng Siew Bee dated 13 Dec 2018 – Q315-Q322
41	1 Tyersall Road (Gallop Gardens)	N.A.	Crystalene – 6 Jan 2013/8 Jan 2013 Crystal Clear – 5 Jan 2013/ 8 Jan 2013	Teco motors installation and pump works	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-222A-GG5 GCL-222A-GG4 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q3-Q11; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
42	1 Tyersall Road (Gallop Gardens)	Crystalene - CR/9872/09/2014 Crystal Clear - CCCPL/17284	Crystalene – 15 Sep 2014 Crystal Clear - 15 Sep 2014	Replacement works for filter tanks and pumps	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	TWY-047GJC-162 TSB-091	NOI Goh Jenn Ci dated 19/21 Jan 2019 – Q18-Q33; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359

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43	1 Tyersall Road (Gallop Gardens)	N.A.	Crystalene – 26 Nov 2014 Crystal Clear - 26 Nov 2014	Replacement of motors for swimming and Jacuzzi	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-162 TSB-091	NOI Goh Jenn Ci dated 19/21 Jan 2019 – Q18-Q31; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
44	1 Tyersall Road (Gallop Gardens)	Crystalene - CR/9826/08/2014 Crystal Clear - CCCPL/17143	Crystalene - 18 Aug 2014 Crystal Clear – 18 Aug 2014	Programming work (smart relay) for control panel	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-162 TSB-091	NOI Goh Jenn Ci dated 19/21 Jan 2019 – Q18-Q31; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
45	1C Tyersall Road (Gallop Gardens)	Crystalene - CR/9804/08/2014 Crystal Clear - CCCPL/17081	Crystalene - 1 Aug 2014 Crystal Clear – 1 Aug 2014	Replacement of motors for pool filtration system	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	TWY-059 GJC-162 TSB-091	NOI Goh Jenn Ci dated 19/21 Jan 2019 – Q18-Q31; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
46	3 Tyersall Road (Gallop Gardens)	Crystalene - CR/9786/07/2014 Crystal Clear - CCCPL/17042	Crystalene - 22 Jul 2014 Crystal Clear – 22 July 2014	Replacement of motors for swimming, pond and Jacuzzi pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	TWY-059 GJC-162 TSB-091	NOI Goh Jenn Ci dated 19/21 Jan 2019 – Q18-Q31; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
47	3A Tyersall Road (Gallop Gardens)	Crystalene - CR/8375/05/2012	Crystalene – 29 May 2012/ 2 Jun 2012 Crystal Clear – 29 May 2012/ 2 Jun 2012	Installation of lights, fans and pump	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-222A-GG1 GCL-222B- 3 rd of 6 quotes GCL-222A-GG2 TSB-091 TSB-091	NOI Goh Chen Ling dated 09 Jan 2019 – Q14-Q21; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
48	3B Tyersall Road (Gallop Gardens)	N.A.	Crystalene - 3 Jul 2012 Crystal Clear – 3 Jul 2012	Installation of valve and sand filter tank	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-162 TSB-091	NOI Goh Jenn Ci dated 19/21 Jan 2019 – Q18-Q31; NOI Teng Siew Bee dated 14 Dec 2018 – Q348-Q359
49	High Oak Condominium (MCST 2575)	N.A.	Crystalene – 29 Sep 2011/ 30 Sep 2011 Crystal Clear – 20 Sep 2011/ 30 Sep 2011	Repair works for underwater light bulb, valve and pump	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-083 MA-016 TSB-032	NOI Goh Chen Ling dated 07 Jan 2019 – Q274-Q281; NOI Mazzlia dated 13 Dec 2018 – Q206-Q213; NOI Teng Siew Bee dated 13 Dec 2018 – Q333-Q340
50	Hilltop Grove (MCST 2707)	N.A.	Crystalene – 22 Sep 2014 Crystal Clear - 22 Sep 2014	Replacement of pump	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-085 GJC-064 TSB-033	NOI Goh Chen Ling dated 07 Jan 2019 – Q293-Q300; NOI Goh Jenn Ci dated 17 Jan 2019 – Q316-Q323; NOI Teng Siew Bee dated 13 Dec 2018 – Q342-Q349
51	Holland Gems	N.A.	Crystalene – 31 May 2012/ 2 Jun 2012	Replacement of underwater light fitting	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-087 TSB-035	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322; NOI Teng Siew Bee dated 13 Dec 2018 – Q360-Q367

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			Crystal Clear - 31 May 2012/ 2 Jun 2012					
52	Holland Gems	N.A.	Crystalene - 17 Jan 2013 Crystal Clear – 15 Jan 2013/ 17 Jan 2013	Light fitting for ramp water feature	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-087 TSB-035	NOI Goh Chen Ling dated 07 Jan 2019 – Q312-Q322; NOI Teng Siew Bee dated 13 Dec 2018 – Q360-Q367
53	Holland Mews (MCST 2959)	N.A.	Crystalene - 18 May 2012/ 22 May 2012 Crystal Clear – 22 May 2012	Installation of filter elements, gasket, valves and motor for water feature	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-088 TSB-036	NOI Goh Chen Ling dated 07 Jan 2019 – Q325-Q332; NOI Teng Siew Bee dated 13 Dec 2018 – Q369-Q376
54	Holland Mews (MCST 2959)	N.A.	Crystalene – 24 Mar 2014 Crystal Clear - 21 Mar 2014/ 24 Mar 2014	Repair works for pump	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-088 TSB-036	NOI Goh Chen Ling dated 07 Jan 2019 – Q325-Q332; NOI Teng Siew Bee dated 13 Dec 2018 – Q369-Q376
55	Holland Peak (MCST 1921)	N.A.	Crystalene - 24 Nov 2011 Crystal Clear - 23 Nov 2011/ 24 Nov 2011	Repair works for circulation pump	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-089 MA-020 TSB-037	NOI Goh Chen Ling dated 07 Jan 2019 – Q335-Q342; NOI Mazzlia dated 13 Dec 2018 – Q242-Q250; NOI Teng Siew Bee dated 13 Dec 2018 – Q378-Q385
56	Holt Residences (MCST 2550)	N.A.	Crystalene - 14 Aug 2012 Crystal Clear – 14 Aug 2012	Monthly maintenance of pools and water features	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-090 GJC-067 TSB-038	NOI Goh Chen Ling dated 07 Jan 2019 – Q345-Q352; NOI Goh Jenn Ci dated 17 Jan 2019 – Q346-Q353; NOI Teng Siew Bee dated 13 Dec 2018 – Q387-Q394
57	Holt Residences (MCST 2550)	Crystalene – CR/ 8622/09/2012	Crystalene – 19 Sep 2012 Crystal Clear - 19 Sep 2012	Monthly maintenance of pools and water features	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-090 GJC-067 TSB-038	NOI Goh Chen Ling dated 07 Jan 2019 – Q345-Q352; NOI Goh Jenn Ci dated 17 Jan 2019 – Q346-Q353; NOI Teng Siew Bee dated 13 Dec 2018 – Q387-Q394
58	Honolulu Tower (MCST 0990)	Crystalene - CR/8825/01/2013	Crystalene – 18 Jan 2013 Crystal Clear - 18 Jan 2013	Replacement of water feature work	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-091 TSB-039	NOI Goh Chen Ling dated 07 Jan 2019 – Q355-Q364; NOI Teng Siew Bee dated 13 Dec 2018 – Q396-Q403
59	Marina @ Keppel Bay	N.A.	Crystalene - 17 Aug 2012/ 21 Aug 2012 Crystal Clear – 21 Aug 2012	Replacement of water feature light fitting	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-103 TSB-042	NOI Goh Chen Ling dated 07 Jan 2019 – Q473-Q490; NOI Teng Siew Bee dated 13 Dec 2018 – Q424-Q431

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							Exhibit marking	Parties' evidence in Notes of Information
60	Marina @ Keppel Bay	N.A.	Crystalene – 25 Sept 2012/ 26 Sep 2012 Crystal Clear – 26 Sept 2012	Replacement of/repair works for bubble tank no. 4	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-078 TSB-042	NOI Goh Jenn Ci dated 17 Jan 2019 – Q460-Q467; NOI Teng Siew Bee dated 13 Dec 2018 – Q424-Q431
61	Marina @ Keppel Bay	N.A.	Crystalene – 4 Feb 2013/ 5 Feb 2013 Crystal Clear - 3 Feb 2013/ 5 Feb 2013	Replacement of /repair works for bubble tank no. 1	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-103 TSB-042	NOI Goh Chen Ling dated 07 Jan 2019 – Q473-Q490; NOI Teng Siew Bee dated 13 Dec 2018 – Q424-Q431
62	Marina @ Keppel Bay	N.A.	Crystalene - 26 Apr 2013 Crystal Clear – 26 Apr 2013	Servicing and maintenance for water features	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-103	NOI Goh Chen Ling dated 07 Jan 2019 – Q473-Q490;
63	Marina @ Keppel Bay	N.A.	Crystalene – 25 Mar 2014/ 29 March 2014 Crystal Clear – 26 Mar 2014/ 29 Mar 2014	Replacement of underwater light fitting	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-103 TSB-042	NOI Goh Chen Ling dated 07 Jan 2019 – Q473-Q490; NOI Teng Siew Bee dated 13 Dec 2018 – Q424-Q431
64	Marina @ Keppel Bay	N.A.	Crystalene - 13 Jun 2014 Crystal Clear – 13 Jun 2014	Replacement of check valve for bubble tank 3	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-103 GJC-078 TSB-042	NOI Goh Chen Ling dated 07 Jan 2019 – Q473-Q490; NOI Goh Jenn Ci dated 17 Jan 2019 – Q460-Q467; NOI Teng Siew Bee dated 13 Dec 2018 – Q424-Q431
65	Martin No. 38 (MCST 3978)	N.A.	Crystalene – 19 Jun 2014 Crystal Clear - 19 Jun 2014	Repair work for water feature	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-079 TSB-043	NOI Goh Jenn Ci dated 17 Jan 2019 – Q469-Q477; NOI Teng Siew Bee dated 13 Dec 2018 – Q433-Q440
66	Marymount View (MCST 1854)	N.A.	Crystalene – 27 Dec 2011/ 28 Dec 2011 Crystal Clear – 28 Dec 2011	Monthly maintenance	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-104 TSB-044	NOI Goh Chen Ling dated 07 Jan 2019 – Q493-Q500; NOI Teng Siew Bee dated 13 Dec 2018 – Q442-Q449
67	Matrina Mansions (MCST 2562)	Crystalene - CR/9755/07/2014 Crystal Clear - CCCPL/17003;	Crystalene - 14 Jul 2014 Crystal Clear – 14 Jul 2014	Installation of circulation pumps for swimming pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-080 TSB-045	NOI Goh Jenn Ci dated 17 Jan 2019 – Q480-Q487; NOI Teng Siew Bee dated 13 Dec 2018 – Q451-Q458
68	Matrina Mansions (MCST 2562)	Crystalene: CR/9790/07/2014 Crystal Clear - CCCPL/17060	Crystalene - 25 Jul 2014 Crystal Clear – 25 Jul 2014	Exhaust fan for pump room	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-080 TSB-045	NOI Goh Jenn Ci dated 17 Jan 2019 – Q480-Q487; NOI Teng Siew Bee dated 13 Dec 2018 – Q451-Q458

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69	Newton Gems	N.A.	Crystalene – 4 Sep 2012 Crystal Clear - 3 Sep 2012/ 4 Sep 2012	Replacement of submersible pump	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-113 TSB-046	NOI Goh Chen Ling dated 07 Jan 2019 – Q599-Q609; NOI Teng Siew Bee dated 13 Dec 2018 – Q460-Q467
70	Newton Gems	N.A.	Crasyatoene – 4 Sep 2012 Crystal Clear – 3 Sep 2012/ 4 Sep 2012	Servicing of swimming pool circulation pump	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-113 TSB-046	NOI Goh Chen Ling dated 07 Jan 2019 – Q599-Q609; NOI Teng Siew Bee dated 13 Dec 2018 – Q460-Q467
71	Newton Gems	N.A.	Crystalene - 8 Apr 2013 Crystal Clear – 8 Apr 2013	Light bulb replacement for swimming pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-113 TSB-046	NOI Goh Chen Ling dated 07 Jan 2019 – Q599-Q609; NOI Teng Siew Bee dated 13 Dec 2018 – Q460-Q467
72	Newton Gems	N.A.	Crystalene - 17 Mar 2014 Crystal Clear – 17 Mar 2014	Light bulb replacement for swimming pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-086 TSB-046	NOI Goh Jenn Ci dated 17 Jan 2019 – Q546-Q554; NOI Teng Siew Bee dated 13 Dec 2018 – Q460-Q467
73	Newton Gems	Crystalene – CR/9984/11/2014	Crystalene – 24 Nov 2014 Crystal Clear - 24 Nov 2014	Light bulb replacement for swimming pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-086 TSB-046	NOI Goh Jenn Ci dated 17 Jan 2019 – Q546-Q554 NOI Teng Siew Bee dated 13 Dec 2018 – Q460-Q467
74	One Tree Hill Garden (MCST 1343)	N.A.	Crystalene - 10 Oct 2012/ 13 Oct 2012 Crystal Clear – 10 Oct 2012/ 13 Oct 2012	Installation of 2 sets of 48 sq ft filter elements	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-121 TSB-049	NOI Goh Chen Ling dated 07 Jan 2019 – Q686-Q693; NOI Teng Siew Bee dated 13 Dec 2018 – Q487-Q494
75	Palm Gallernia (MCST 3560)	N.A.	Crystalene - 13 Jan 2012 Crystal Clear – 13 Jan 2012	Monthly maintenance of swimming pool and water features	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-124 GJC-093 TSB-050	NOI Goh Chen Ling dated 08 Jan 2019 – Q24-Q31; NOI Goh Jenn Ci dated 18 Jan 2019 – Q33-Q40; NOI Teng Siew Bee dated 13 Dec 2018 – Q496-Q503
76	Parc Stevens (MCST 2603)	N.A.	Crystalene - 31 May 2012/ 2 Jun 2012 Crystal Clear - 1 Jun 2012/ 2 Jun 2012	Installation of water feature jet pump	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-128 TSB-051	NOI Goh Chen Ling dated 08 Jan 2019 – Q62-Q70; NOI Teng Siew Bee dated 13 Dec 2018 – Q2-Q9
77	Parc Stevens (MCST 2603)	N.A.	Crystalene - 14 Aug 2012/ 21 Aug 2012 Crystal Clear – 16 Aug 2012/ 21 Aug 2012	Monthly maintenance of fish pond and water feature	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-128 TSB-051	NOI Goh Chen Ling dated 08 Jan 2019 – Q62-Q70; NOI Teng Siew Bee dated 13 Dec 2018 – Q2-Q9

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78	Parc Stevens (MCST 2603)	N.A.	Crystalene – 5 Feb 2014 Crystal Clear - 5 Feb 2014	Monthly maintenance	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-128 TSB-051	NOI Goh Chen Ling dated 08 Jan 2019 – Q62-Q70; NOI Teng Siew Bee dated 13 Dec 2018 – Q2-Q9
79	Parc Stevens (MCST 2603)	N.A.	Crystalene – 25 Feb 2014 Crystal Clear - 25 Feb 2014	Monthly maintenance for pools, fountains and ponds, including necessary chemicals and water testing reports	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-128 TSB-051	NOI Goh Chen Ling dated 08 Jan 2019 – Q62-Q70; NOI Teng Siew Bee dated 13 Dec 2018 – Q2-Q9
80	Park Infinia at Wee Nam (MCST 3361)	N.A.	Crystalene - 5 Mar 2014/ 10 March 2014 Crystal Clear - 2 March 2014/ 10 Mar 2014	Repair of swimming pool pumpset	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-130 TSB-052	NOI Goh Chen Ling dated 08 Jan 2019 – Q84-Q99; NOI Teng Siew Bee dated 13 Dec 2018 – Q12-Q19
81	Paterson Residence (MCST 3396)	N.A.	Crystalene - 4 Oct 2012 Crystal Clear – 4 Oct 2012	Repair of submersible pump and fountain nozzles	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-132 TSB-053	NOI Goh Chen Ling dated 08 Jan 2019 – Q120-Q127; NOI Teng Siew Bee dated 13 Dec 2018 – Q21-Q28
82	Paterson Residence (MCST 3396)	N.A.	Crystalene – 21 Nov 2014 Crystal Clear - 21 Nov 2014	Replacement of gratings for overflow drain in swimming pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	TWY-011 TWY-012 GJC-100 TSB-053	NOI Goh Jenn Ci dated 18 Jan 2019 – Q117-Q124; NOI Teng Siew Bee dated 13 Dec 2018 – Q21-Q28
83	Regent Park (MCST 2192)	N.A.	Crystalene – 4 Feb 2013 Crystal Clear - 4 Feb 2013	Jacuzzi pool system	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-137 GJC-105 TSB-054	NOI Goh Chen Ling dated 08 Jan 2019 – Q167-Q174; NOI Goh Jenn Ci dated 18 Jan 2019 – Q176-Q184; NOI Teng Siew Bee dated 14 Dec 2018 – Q30-Q37
84	Regent Park (MCST 2192)	N.A.	Crystalene – 4 Feb 2013 Crystal Clear - 4 Feb 2013	Filtration system for swimming pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-137 GJC-105 TSB-054	NOI Goh Chen Ling dated 08 Jan 2019 – Q167-Q174; NOI Goh Jenn Ci dated 18 Jan 2019 – Q176-Q184; NOI Teng Siew Bee dated 14 Dec 2018 – Q30-Q37
85	Regent Park (MCST 2192)	N.A.	Crystalene - 24 Apr 2013 Crystal Clear – 24 April 2013	Repair works	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-137 GJC-105 TSB-054	NOI Goh Chen Ling dated 08 Jan 2019 – Q167-Q174; NOI Goh Jenn Ci dated 18 Jan 2019 – Q176-Q184; NOI Teng Siew Bee dated 14 Dec 2018 – Q30-Q37
86	Rich East Garden (MCST 742)	Crystalene - CR/9788/07/2014 Crystal Clear - CCCPL/16934	Crystalene – 24 Jul 2014 Crystal Clear - 30 Jun 2014	Re-pointing works including draining of pool water etc.	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-138 GJC-106 TWY-058 TSB-055	NOI Goh Chen Ling dated 08 Jan 2019 – Q186-Q193; NOI Goh Jenn Ci dated 18 Jan 2019 – Q196-Q203; NOI Teng Siew Bee dated 14 Dec 2018 – Q39-Q48
87	Rich Mansion (MCST 2019)	N.A.	Crystalene - 1 Nov 2012/ 3 Nov 2012	Replacement of swimming pool pumpset	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-139 TSB-056	NOI Goh Chen Ling dated 08 Jan 2019 – Q196-Q203; NOI Teng Siew Bee dated 14 Dec 2018 – Q50-Q57

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			Crystal Clear - 2 Nov 2012/ 3 Nov 2012					
88	Ris Grandeur (MCST 3114)	N.A.	Crystalene - 19 Dec 2012 Crystal Clear – 19 Dec 2012	Installation of LED underwater lights	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-140 GJC-107 TSB-057	NOI Goh Chen Ling dated 08 Jan 2019 – Q206-Q213; NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213; NOI Teng Siew Bee dated 14 Dec 2018 – Q59-Q68
89	Ris Grandeur (MCST 3114)	Crystalene - CR/8781/12/2012 Crystal Clear – CCCPL/13450	Crystalene - 24 Dec 2012/ 27 Dec 2012 Crystal Clear - 26 Dec 2012/ 27 Dec 2012	Installation of LED underwater lights	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-140 GJC-107 TSB-057	NOI Goh Chen Ling dated 08 Jan 2019 – Q206-Q213; NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213; NOI Teng Siew Bee dated 14 Dec 2018 – Q59-Q68
90	Ris Grandeur (MCST 3114)	N.A.	Crystalene - 29 Jan 2013 Crystal Clear – 29 Jan 2013	Light bulbs replacement for swimming pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-140 GJC-107 TSB-057	NOI Goh Chen Ling dated 08 Jan 2019 – Q206-Q213; NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213; NOI Teng Siew Bee dated 14 Dec 2018 – Q59-Q68
91	Ris Grandeur (MCST 3114)	N.A.	Crystalene - 29 Jan 2013 Crystal Clear – 29 Jan 2013	Light fitting replacement for swimming pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-140 GJC-107 TSB-057	NOI Goh Chen Ling dated 08 Jan 2019 – Q206-Q213; NOI Goh Jenn Ci dated 18 Jan 2019 – Q206-Q213; NOI Teng Siew Bee dated 14 Dec 2018 – Q59-Q68
92	River View Hotel	N.A.	Crystalene - 25 Mar 2014/ 29 Mar 2014 Crystal Clear – 26 March 2014/ 29 March 2014	Replacement of filter tank and pump	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-141 TSB-059	NOI Goh Chen Ling dated 08 Jan 2019 – Q216-Q223; NOI Teng Siew Bee dated 14 Dec 2018 – Q79-Q86
93	Robertson Edge (MCST 3413)	N.A.	Crystalene - 28 Feb 2012/ 6 Mar 2012 Crystal Clear – 27 Feb 2012/ 6 Mar 2012	Replacement for pumpset and lights for swimming pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-144 TSB-060	NOI Goh Chen Ling dated 08 Jan 2019 – Q253-Q260; NOI Teng Siew Bee dated 14 Dec 2018 – Q88-Q95
94	Robertson Edge (MCST 3413)	N.A.	Crystalene - 28 Feb 2012/ 6 Mar 2012 Crystal Clear - 27 Feb 2012/ 6 Mar 2012	Replacement for pumpset and filter tank for swimming pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-144 TSB-060	NOI Goh Chen Ling dated 08 Jan 2019 – Q253-Q260; NOI Teng Siew Bee dated 14 Dec 2018 – Q88-Q95
95	Rosewood (MCST 2839)	N.A.	Crystalene - 28 Feb 2012	Replacement of roundabout water feature pump	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-145 TSB-061	NOI Goh Chen Ling dated 08 Jan 2019 – Q263-Q270; NOI Teng Siew Bee dated 14 Dec 2018 – Q97-Q104

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			Crystal Clear – 28 Feb 2012					
96	Sage (MCST 3857)	N.A.	Crystalene - 10 Feb 2014/ 19 Feb 2014 Crystal Clear – 8 Feb 2014/ 19 Feb 2014	Replacement of reflective pond pump	Crystalene - S\$[ⓧ] Crystal Clear - S\$[ⓧ]	CU Water	GCL-146 TSB-062	NOI Goh Chen Ling dated 08 Jan 2019 – Q273-Q280; NOI Teng Siew Bee dated 14 Dec 2018 – Q106-Q114
97	Sage (MCST 3857)	Crystalene - CR/9739/07/2014 Crystal Clear - CCCPL/16950	Crystal Clear - 1 Jul 2014 Crystalene – 1 Jul 2014	Replacement of pumps	Crystalene - S\$[ⓧ] Crystal Clear - S\$[ⓧ]	CU Water	GJC-110 TSB-062	NOI Goh Jenn Ci dated 18 Jan 2019 – Q254-Q262; NOI Teng Siew Bee dated 14 Dec 2018 – Q106-Q114
98	Sandalwood (MCST 3016)	Crystalene - CR/8983/04/2013	Crystalene - 11 Apr 2013 Crystal Clear – 11 Apr 2013	Repair works for filtration	Crystalene - S\$[ⓧ] Crystal Clear - S\$[ⓧ]	CU Water	GJC-111 TSB-063	NOI Goh Jenn Ci dated 18 Jan 2019 – Q265-Q272; NOI Teng Siew Bee dated 14 Dec 2018 – Q116-Q123
99	Seasons View Condominium (MCST 2540)	N.A.	Crystalene – 4 Apr 2014/ 9 Apr 2014 Crystal Clear – 8 Apr 2014/ 9 Apr 2014	Replacement of underwater lightings	Crystalene - S\$[ⓧ] Crystal Clear - S\$[ⓧ]	CU Water	GCL-150 TSB-064	NOI Goh Chen Ling dated 08 Jan 2019 – Q326-Q333; NOI Teng Siew Bee dated 14 Dec 2018 – Q125
100	Seven Crescent (MCST 4016)	N.A.	Crystalene – 22 Aug 2013/ 23 Aug 2013 Crystal Clear - 23 Aug 2013	Maintenance of swimming pool	Crystalene - S\$[ⓧ] Crystal Clear - S\$[ⓧ]	CU Water	GCL-013 TSB-065	NOI Goh Chen Ling dated 08 Jan 2019 – Q344-Q351; NOI Teng Siew Bee dated 14 Dec 2018 – Q127-Q134
101	7 Nassim (MCST 1014)	N.A.	Crystalene - 14 Oct 2012/ 13 Oct 2012 Crystal Clear – 14 Oct 2012/ 13 Oct 2012	Filtration system repair works	Crystalene - S\$[ⓧ] Crystal Clear - S\$[ⓧ]	CU Water	GCL-152 TSB-066	NOI Goh Chen Ling dated 08 Jan 2019 – Q354-Q361; NOI Teng Siew Bee dated 14 Dec 2018 – Q136-Q143
102	St. Thomas Suites (MCST 3700)	N.A.	Crystalene - 16 Feb 2014/ 19 Feb 2014 Crystal Clear – 14 Feb 2014/ 19 Feb 2014	Monthly maintenance of swimming pool and jacuzzi pool	Crystalene - S\$[ⓧ] Crystal Clear - S\$[ⓧ]	CU Water	GCL-156 TSB-067	NOI Goh Chen Ling dated 08 Jan 2019 – Q399-Q406; NOI Teng Siew Bee dated 14 Dec 2018 – Q145-Q152

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103	Summerdale (MCST 2622)	N.A.	Crystalene - 9 Feb 2012/ 10 Feb 2012 Crystal Clear - 9 Feb 2012/ 10 Feb 2012	Maintenance service of pools, Jacuzzi, water feature, including chemicals and testing reports	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GJC-120 TSB-069	NOI Goh Jenn Ci dated 18 Jan 2019 – Q348-Q355; NOI Teng Siew Bee dated 13 Dec 2018 – Q163-Q170
104	The Albracca (MCST 1729)	N.A.	Crystalene - 22 Feb 2012/ 1 Mar 2012 Crystal Clear - 2 Mar 2012/ 1 Mar 2012	Servicing and repair of pump	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-166 TSB-073	NOI Goh Chen Ling dated 08 Jan 2019 – Q503-Q510; NOI Teng Siew Bee dated 14 Dec 2018 – Q199-Q206
105	The Belvedere (MCST 3303)	N.A.	Crystalene - 3 Jun 2014/ 23 Jun 2014 Crystal Clear – 2 Jun 2014/ 23 Jun 2014	Maintenance services for swimming pool and water features	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	TWY-023 TWY-024 TSB-075	NOI Goh Chen Ling dated 08 Jan 2019 – Q541-Q548; NOI Teng Siew Bee dated 14 Dec 2018 – Q217-Q224
106	The Belvedere (MCST 3303)	N.A.	Crystalene - 3 Jun 2014/ 23 Jun 2014 Crystal Clear – 2 Jun 2014/ 23 Jun 2014	Replacement of underwater light fixture	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	TWY-023 TWY-024 TSB-075	NOI Goh Chen Ling dated 08 Jan 2019 – Q541-Q548; NOI Teng Siew Bee dated 14 Dec 2018 – Q217-Q224
107	The Colonnade	N.A.	Crystalene - 8 May 2014 Crystal Clear – 8 May 2014	Replacement of pump at reflective pond	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	TWY-028 TWY-029 TSB-076	NOI Goh Jenn Ci dated 18 Jan 2019 – Q481-Q488; NOI Teng Siew Bee dated 14 Dec 2018 – Q226-Q233
108	The Grandhill (MCST 3213)	Crystalene – CR/ 8748/12/2012	Crystalene - 3 Dec 2012 Crystal Clear – 3 Dec 2012	Monthly maintenance for pools and water feature	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-182 TSB-078	NOI Goh Chen Ling dated 08 Jan 2019 – Q673-Q680; NOI Teng Siew Bee dated 14 Dec 2018 – Q244-Q251
109	The Rivervale (MCST 2586)	N.A.	Crystalene - 18 May 2012/ 22 May 2012 Crystal Clear - 21 May 2012/ 22 May 2012	Monthly maintenance of swimming pool	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-191 TSB-058	NOI Goh Chen Ling dated 08 Jan 2019 – Q756-Q763; NOI Teng Siew Bee dated 14 Dec 2018 – Q70-Q77
110	The Sterling (MCST 2542)	N.A.	Crystalene - 26 Mar 2012 Crystal Clear – 26 Mar 2012	Changing of underwater light bulbs	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-196 TSB-083	NOI Goh Chen Ling dated 08 Jan 2019 – Q818-Q825; NOI Teng Siew Bee dated 14 Dec 2018 – Q277-Q284
111	The Sterling (MCST 2542)	N.A.	Crystalene – 26 March 2012/ 10 Apr 2012	Changing of underwater light fitting	Crystalene - S\$[X] Crystal Clear - S\$[X]	CU Water	GCL-196 TSB-083	NOI Goh Chen Ling dated 08 Jan 2019 – Q818-Q825; NOI Teng Siew Bee dated 14 Dec 2018 – Q277-Q284

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			Crystal Clear – 10 Apr 2012					
112	The Sterling (MCST 2542)	N.A.	Crystal Clear - 4 Jun 2013/ 6 Jun 2013 Crystal Clear – 6 June 2013	Monthly maintenance of swimming pool and water features	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-196 TSB-083	NOI Goh Chen Ling dated 08 Jan 2019 – Q818-Q825; NOI Teng Siew Bee dated 14 Dec 2018 – Q277-Q284
113	The Sunny Spring (MCST 2199)	N.A.	Crystalene - 26 Jun 2014 Crystal Clear – 26 Jun 2014	Pump repair works	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GJC-148 TSB-070	NOI Goh Jenn Ci dated 18 Jan 2019 – Q632-Q639; NOI Teng Siew Bee dated 14 Dec 2018 – Q172-Q179
114	The Tanamera (MCST 1963)	Crystal Clear - CCCPL/15263	Crystalene – 12 Feb 2014/ 8 Feb 2014 Crystal Clear - 12 Feb 2014/ 8 Feb 2014	Replacement of filter tank and accessories	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-200TSB-071	NOI Goh Chen Ling dated 08 Jan 2019 – Q856-Q863; NOI Teng Siew Bee dated 13 Dec 2018 – Q181-Q188
115	The Tanamera (MCST 1963)	Crystalene – CR/9802/07/2014	Crystalene – 30 Jul 2014 Crystal Clear - 30 Jul 2014	Monthly maintenance for swimming pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	TWY-006 TWY-007 TWY-008 TSB-071	NOI Teh Wee Yap dated 14 Nov 2018 – Q106-Q113; NOI Goh Jenn Ci dated 18 Jan 2019 – Q652-Q656; NOI Teng Siew Bee dated 13 Dec 2018 – Q181-Q188
116	The Tanamera (MCST 1963)	N.A.	Crystalene – 24 Nov 2014 Crystal Clear - 17 Oct 2014/ 24 Nov 2014	Replacement of filter pump	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	TWY-009 TWY-010 TSB-071	NOI Teh Wee Yap dated 14 Nov 2018 – Q106-Q113; NOI Goh Jenn Ci dated 18 Jan 2019 – Q652-Q659; NOI Teng Siew Bee dated 13 Dec 2018 – Q181-Q188
117	The Teneriffe (MCST 2866)	N.A.	Crystalene - 21 Aug 2012 Crystal Clear – 21 Aug 2012	Repair works for fish pond pump system	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-201 TSB-084	NOI Goh Chen Ling dated 08 Jan 2019 – Q866-Q873; NOI Teng Siew Bee dated 14 Dec 2018 – Q286-Q293
118	The Teneriffe (MCST 2866)	N.A.	Crystalene – 24 Aug 2012/ 25 Aug 2012 Crystal Clear – 21 Aug 2012/ 25 Aug 2012	Repair works for main pool valve	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-201 TSB-084	NOI Goh Chen Ling dated 08 Jan 2019 – Q866-Q873; NOI Teng Siew Bee dated 14 Dec 2018 – Q286-Q293
119	The Teneriffe (MCST 2866)	N.A.	Crystalene – 24 Aug 2012/ 25 Aug 2012	Repair works for spa pool filtration system	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-201 TSB-084	NOI Goh Chen Ling dated 08 Jan 2019 – Q866-Q873; NOI Teng Siew Bee dated 14 Dec 2018 – Q286-Q293

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			Crystal Clear – 21 Aug 2012/ 25 Aug 2012					
120	The Teneriffe (MCST 2866)	N.A.	Crystalene – 5 Nov 2012 Crystal Clear – 5 Nov 2012	Repair works for main pool filtration system	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-201 TSB-084	NOI Goh Chen Ling dated 08 Jan 2019 – Q866-Q873; NOI Teng Siew Bee dated 14 Dec 2018 – Q286-Q293
121	The Warren (MCST 3001)	N.A.	Crystalene - 23 Jan 2013/ 22 Jan 2013 Crystal Clear – 22 Jan 2013	Replacement of sand filter tank	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-205 TSB-086	NOI Goh Chen Ling dated 08 Jan 2019 – Q904-Q911; NOI Teng Siew Bee dated 14 Dec 2018 – Q299-Q306
122	The Warren (MCST 3001)	N.A.	Crystalene - 19 Feb 2013 Crystal Clear – 18 Feb 2013/ 19 Feb 2013	Replacement of filter element for lap pool	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-205 TSB-086	NOI Goh Chen Ling dated 08 Jan 2019 – Q904-Q911; NOI Teng Siew Bee dated 14 Dec 2018 – Q299-Q306
123	Villa Marina (MCST 2528)	N.A.	Crystalene - 20 Apr 2012/ 21 Apr 2012 Crystal Clear – 21 Apr 2012	Installation of pump for water feature at roundabout	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-215 TSB-089	NOI Goh Chen Ling dated 08 Jan 2019 – Q1006-Q1023; NOI Teng Siew Bee dated 14 Dec 2018 – Q326-Q335
124	Whitewater EC (MCST 3034)	N.A.	Crystalene - 22 Feb 2013/ 23 Feb 2013 Crystal Clear – 23 Feb 2012	Servicing works for swimming pool pump set	Crystalene - S\$[] Crystal Clear - S\$[]	CU Water	GCL-219	NOI Goh Chen Ling dated 09 Jan 2019 – Q24, Q32 - Q34