

**[NAME OF INCORPORATED OWNERS ]**

**and**

**URBAN RENEWAL AUTHORITY**

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**Services Agreement for  
“Smart Tender”  
Building Rehabilitation Facilitating Services**

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**THIS AGREEMENT** is made on the [                                  ] day of [                                  ]

**BETWEEN**

- (1) [NAME OF INCORPORATED OWNERS], a body corporate established under and by virtue of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) whose registered office is at [xxxxxxx] (“OC”); and
- (2) **URBAN RENEWAL AUTHORITY**, a body corporate established under and by virtue of the Urban Renewal Authority Ordinance (Cap.563 of the Laws of Hong Kong) whose office is situate at 26th Floor, COSCO Tower, 183 Queen’s Road Central, Hong Kong (“URA”).

**WHEREAS**

- (A) URA has introduced the Scheme (as defined below) to provide certain facilitating services to owners’ corporations participating in the Scheme to assist and facilitate such owners’ corporations to handle the tender exercise for their respective building rehabilitation works.
- (B) The OC is an applicant to the Scheme and its application has been approved in principle by URA. The OC wishes to appoint URA to provide facilitating services under the Scheme and URA has agreed to accept such appointment on the terms and conditions as more particularly contained in this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS**

In this Agreement the following expressions shall have the following meanings except where the context otherwise requires:-

- 1.1 “AP” means an authorized person as defined in the Buildings Ordinance (Cap.123 of the Laws of Hong Kong).
- “Building” means [Name and address of the building ].
- “Building Rehabilitation Works” means rehabilitation works (including but not limited to repairing, renovation, reinstatement, removal, demolition and/or improvement works) proposed to be carried out by the OC to the common areas or parts and the common services and facilities (or any part thereof) of the Building within the scope of the Scheme.

<b>“Consultant”</b>	means [Name of consultant assigned by the URA] appointed by the OC.
<b>“Contractor”</b>	means the contractor for carrying out the Building Rehabilitation Works to be procured and appointed by the OC through tender process.
<b>“DIY Tool Kits”</b>	means the “ <i>do-it-yourself tool kits</i> ” compiled and from time to time amended or supplemented by URA which include, among others, guidelines, proforma documents and recommended/mandatory terms and conditions for proper procurement of AP or RI, consultants and contractors, and other tips or instructions in relation thereto to guide the OC in organizing the Building Rehabilitation Works.
<b>“E-Service Provider”</b>	means a service provider to be appointed by URA as agent for and on behalf of the OC pursuant to this Agreement to provide services relating to the E-Platform.
<b>“E - Platform”</b>	means the electronic platform to be established by the E-Service Provider for the purpose of the Scheme, with the objective to create a fair and competitive tendering environment for proper procurement of the Contractor by minimizing potential manipulation of the tendering process, to facilitate receipt of expression of interest, despatch of tender documents, receipt of inquiries from potential tenderers and such inquiries shall be dealt with by the AP/RI engaged by the OC.
<b>“Hong Kong”</b>	Hong Kong Special Administrative Region.
<b>“Independent Professional”</b>	means one or more independent professional individual or firm or company to be appointed by URA as agent for and on behalf of the OC pursuant to this Agreement to handle the tender opening process for the appointment of the Contractor.
<b>“Intellectual Property Rights”</b>	means any of the following in any part of the world: <ul style="list-style-type: none"> <li>(a) patent, trade mark, service mark, trade or business name, registered design, copyright, naming right, domain name or design right or any right similar or analogous to any of the foregoing whether registered or not and including any right or any application for registration of the same or interest of any kind arising out of or created in respect of any of</li> </ul>

the foregoing; and

- (b) any right to bring an action for infringement of the above, passing off or similar or analogous proceeding.

**IBMAS**

Means the “Integrated Building Maintenance Assistance Scheme” provided by the URA for assisting and subsidizing the building owners to organize and carry out the Building Rehabilitation Works. The subsidy amount will be given in accordance with the URA’s assessment result upon the completion of approved works items.

**“This Scheme”**

means “Smart Tender - Building Rehabilitation Facilitating Services”.

**“Prevailing Fee”**

The original amount of fee payable by the OC for the provision of the Services under this Scheme.

**“RI”**

means a registered inspector as defined in the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) who is qualified to perform the duties and functions of inspectors in accordance with the said Ordinance.

**“Services”**

means the services to be provided by URA to the OC under This Scheme in respect of the Building in organizing the Building Rehabilitation Works as more particularly described in Schedule I hereto.

**“Term”**

means the period of 18 months commencing on [xx / xx/ xxxx] and expiring on [ xx / xx/ xxxx] (both days inclusive), unless extended by the mutual consent of the parties hereto in writing.

**“Tripartite Agreement”**

means a tripartite agreement in such form as prescribed by URA to be entered into by the OC, the Consultant and URA pursuant to this Agreement for appointment of the Consultant in carrying out services to be provided by the Consultant in relation to the Building.

**“Service Fee”**

means such sums as described in Clause 3.1 of this Agreement payable for provision of the Services by URA pursuant to this Agreement (inclusive of the fees of the Consultant, the Independent Professional and the E-Service Provider for their services as defined in the Tripartite Agreement, Schedule II and Schedule III hereto respectively but exclusive of any extra fees for any extra services which may be rendered by any of them to the OC) which is non-refundable.

- 1.2 In this Agreement, words denoting the singular include the plural and words denoting persons include bodies corporate and unincorporated; and (in each case) vice versa.
- 1.3 References to Clauses, Sub-clauses and Schedules are to the clauses and sub-clauses of and schedules to this Agreement. Reference to parties are references to the parties to this Agreement.
- 1.4 Headings are for ease of reference only and do not form part of this Agreement nor shall any of the provisions herein be construed or interpreted by reference thereto or be in any way affected or limited thereby.
- 1.5 Any reference to documents however described shall include references to such documents as amended, supplemented, novated or substituted from time to time.
- 1.6 Any reference in this Agreement to any ordinance, regulation, by-law or order of any governmental department or relevant authority shall be construed as a reference to that ordinance, regulation, by-law or order as from time to time enacted, amended, modified, consolidated, re-enacted, extended or replaced.

**2. APPOINTMENT**

- 2.1 The OC hereby appoints URA, and URA hereby agrees, to provide the Services for the Term in accordance with the terms and conditions of this Agreement.
- 2.2 In consideration of the Services to be rendered by URA and for the purpose of paragraph (C) of Schedule I hereto, the OC hereby irrevocably appoints URA as its sole and exclusive agent in accordance with the terms of this Agreement for:
  - (a) the appointment of the Independent Professional to handle the tender opening process;
  - (b) the appointment of the E-Service Provider to provide services relating to the E-Platform; and
  - (c) the termination of any of the above appointment at any time during the Term.

URA is authorized by the OC to do any act reasonably necessary or incidental to the appointment of the Independent Professional and the E-Service Provider and the termination of any of such appointments. The services to be provided or performed by the Independent Professional and the E-Service Provider are set out in Schedule II and Schedule III hereto respectively.

- 2.3 The OC agrees and confirms that URA shall have the full and irrevocable authority from the OC as its agent to instruct, liaise and co-ordinate with (as URA deems fit) the Independent Professional and the E-Service Provider in provision of their respective services to the OC.
- 2.4 The Services to be provided by URA shall be deemed to have been completed (i) upon delivery by the Consultant to the OC of his written comment on the tender assessment report prepared by the AP or (ii) upon the expiration of the Term, whichever is the earlier.
- 2.5 The OC acknowledges that the role of URA is merely an agent, on behalf of the OC, to assist the OC in its appointment of Contractor. URA shall not be treated as the main contractor in implementation of the Building Rehabilitation Works and the Consultant, Independent Professional and the E-Service Provider shall not be treated as agents or sub-contractors of URA. URA shall in no event be held liable for the works or services to be rendered to the OC by the Consultant, Independent Professional and the E-Service Provider.
- 2.6 The URA will arrange representative, as necessary, to attend the OC / owners' meetings of the Building in relation to the Building Rehabilitation Works as more particularly described in Schedule V hereto. The maximum number of meetings that URA's representative will attend is limited to twelve times within the Term of this Agreement.

### **3. FEES**

- 3.1 In consideration of URA providing the Services to the OC for the Term, the OC shall pay to URA the Service Fee of HK\$[ **Service Fee of the Smart Tender**], including the Services as set out in Schedule I but exclude those in Schedule IV annexed hereto.
- 3.2 The OC shall be solely responsible for payment of all extra expenses and fees for any extra services to be rendered by URA, the E-Service Provider and/or the Independent Professional in such manner and within such time schedule as prescribed by URA as co-ordinator.
- 3.3 The Service Fee will be deducted from the subsidy amount released under IBMAS if the OC joined the IBMAS at the same time.

### **4. OBLIGATIONS OF OC**

- 4.1 The OC shall appoint the Consultant and enter into the Tripartite Agreement or any

other document or instrument and to take any further action which may be necessary to give effect to such appointment.

- 4.2 The OC shall fully indemnify URA against all losses, damages and liabilities which URA may suffer by reason of or arising out of, whether directly or indirectly, its acting as agent of the OC to appoint the Independent Professional and the E-Service Provider pursuant to Clause 2.2 above.
- 4.3 The OC shall use the E-Platform for proper procurement of the Contractor for carrying out the Building Rehabilitation Works Provided That, if the E-Platform is not available for any reason whatsoever, URA shall at its sole discretion arrange any other platform or system or method (whether electronic or otherwise) in substitution or replacement of the E-Platform in whole or in part in which event the OC shall have no claim whatsoever against URA in respect of any loss or damage or inconveniences which the OC may have suffered as a result thereof.
- 4.4 The OC shall appoint an AP or a RI for the co-ordination of the Building Rehabilitation Works. In procuring the appointment of the AP or RI, the OC shall incorporate into the relevant tender documents all mandatory terms and conditions required by URA under the DIY Tool Kits or any other guidelines (if any) issued by URA. After appointment of the AP or RI, the OC shall procure the AP or RI to co-operate and work with URA and the Consultant and comply with the advices and directions given by URA in relation to the Building Rehabilitation Works diligently and efficiently.
- 4.5 The OC shall timely and duly perform this Agreement and to indemnify URA and hold URA harmless, from and against any loss and damage which URA may suffer or incur as a result of and/or in connection with breach of any warranties, representations, obligations, terms and/or conditions herein by the OC.
- 4.6 The OC shall, during the Term, co-operate and work with URA and the Consultant and comply with URA's advices and directions diligently and efficiently, and provide URA and the Consultant with documents, information, records, materials and/or decision relating to building rehabilitation works as URA may require from time to time within the period as prescribed by URA or, in the absence of such prescribed deadline, within reasonable time; and upon request by URA or the Consultant, to inform them of the progress of each stage referred to in Schedule I hereto and provide them with documentary evidence (if any).
- 4.7 The OC shall promptly disclose to URA and the Consultant in writing any event or occurrence, actual or threatened, during the Term which may affect URA's or the Consultant's ability to perform all or any of their services including but not limited to any litigation or proceeding whatsoever against the OC, or any breach or default of any agreement, order or award binding on the OC.
- 4.8 The OC, if requested by URA, shall provide URA with comments on the performance of the AP or RI and the Consultant in respect of their co-operation and compliance with the guidelines in the DIY Tool Kits. Any such information provided by the OC will be used or relied on by URA for reference purpose in assessing the eligibility or competence of the AP or RI and the Consultant in future

dealings with URA and such information will be kept confidential by URA.

- 4.9 The OC shall not and shall procure all its employees and personnel not to offer, solicit or accept any advantage as defined in the Prevention of Bribery Ordinance (Cap.201 of the Laws of Hong Kong) in connection with the procurement of AP or RI, other contractors and consultants in relation to the Building Rehabilitation Works.
- 4.10 The OC shall observe and comply with the Code of Practice on Procurement of Supplies, Goods and Services issued by the Secretary of Home Affairs and any amendments made thereto from time to time in relation to any tender exercise under the Scheme.
- 4.11 The OC shall execute and deliver any other document and to take any further action which may be necessary to give effect to this Agreement.
- 4.12 If any personal data of the AP or RI or any person participating in the Building Rehabilitation Works is to be collected and used by the OC for or incidental to any purpose of this Agreement, the OC shall comply with all requirements in the Personal Data (Privacy) Ordinance, Cap.486 of the Laws of Hong Kong and any code of practice and guidelines issued by the Office of the Privacy Commissioner for Personal Data before collection of such data and disclosure thereof to URA.

## **5. OBLIGATIONS OF URA**

- 5.1 URA shall comply with the terms of this Agreement and act fairly when exercising its power under this Agreement.

## **6. WARRANTIES AND REPRESENTATIONS BY OC**

- 6.1 The OC hereby warrants and represents to URA that each of the following statements is at the date of this Agreement, and will at all time during the subsistence of this Agreement be true and accurate:
  - (a) The OC is validly incorporated as an owners' corporation under and by virtue of the Building Management Ordinance (Cap.344 of the Laws of Hong Kong). The OC is and will remain subsisting throughout the Term.
  - (b) The OC has the proper legal capacity and power to (i) carry out the Building Rehabilitation Works, (ii) appoint URA, the Consultant, the Independent Professional, the E-Service Provider and any other consultants, contractors and professionals necessary for carrying out the Building Rehabilitation Works; and (iii) enter into this Agreement and the Tripartite Agreement and any documents pursuant thereto.
  - (c) The execution, delivery and performance of this Agreement and all



documents pursuant thereto has been duly and validly authorized by all necessary corporate action.

- (d) Neither the execution of this Agreement nor the OC's performance of its obligations hereunder will violate or breach, or otherwise constitute or give rise to a default under the terms or provisions of (if applicable) the OC's constitutional documents or of any material contract, commitment, or other obligation to which the OC is a party or by which it is bound.
  - (e) All decisions, resolutions or instructions made or to be made by the OC to URA or the Consultant in relation to the Building Rehabilitation Works are or will be validly made.
  - (f) The OC has not entered into and shall not enter into any arrangement which may conflict with this Agreement.
- 6.2 Each of the warranties above shall be separate and independent and shall not be limited by reference to or inference from any other warranty.
- 6.3 The OC acknowledges that URA enters into this Agreement on the basis of and in reliance on the warranties given above.

## **7. TERMINATION**

- 7.1 Subject to other provisions in this Clause below, this Agreement shall cease and terminate upon expiration of the Term (unless URA and the OC agree to extend or renew the Term of this Agreement).
- 7.2 (a) URA shall have the right to terminate this Agreement by giving notice in writing to the OC in the following circumstances:-
- (i) if the OC fails to proceed diligently in accordance with this Agreement beyond 30 days after the period prescribed by URA without any extension of time as approved by URA; or
  - (ii) if the OC, where in the opinion of URA fails to or to procure the AP or RI to comply with the mandatory terms in the DIY Tool Kits or the directions issued by URA.
- (b) Without prejudice to Clause 7.2(a) above, if there is any breach of the warranties, representations, obligations, terms and/or conditions of this Agreement by any party hereto and such defaulting party shall fail to remedy such breach (if it is remediable) within 30 days after the date of receipt of written notice from the other party, the other party shall be entitled to terminate this Agreement forthwith by giving a further written notice to the defaulting party without prejudice to the rights or remedies available to the non-defaulting party against the defaulting party in respect of any antecedent breach of the warranties, representations, other

obligations, terms and/or conditions of this Agreement.

- (c) In the event of termination of this Agreement by the OC under Clause 7.2(b) above, such termination shall be sanctioned by valid resolutions passed at an owners' meeting in accordance with the relevant provisions in the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) and a copy of such resolutions certified as true copy by the Chairman of the OC shall be provided to URA at the time of exercising the power of termination under Clause 7.2(b).

7.3 Notwithstanding the termination of this Agreement under Clause 7.2, URA is not required to refund any payment which has been paid by the OC to URA under Clause 3 above.

7.4 The termination of this Agreement shall not affect the obligation of the OC to bear all the costs and expenses under Clause 3 of this Agreement which have been incurred up to and including the date of termination. Without prejudice to any other remedies available to URA, URA reserves the right to recover such monies from the OC.

7.5 In the event of termination of this Agreement under this Clause 7, URA shall have no obligation to carry out any part of the Services which remain uncompleted.

## **8. INTELLECTUAL PROPERTY RIGHTS AND SOFTWARE**

8.1 Notwithstanding that the OC has paid or made any contribution for the services of URA and the Consultant, all Intellectual Property Rights of and in the DIY Tool Kits, and all agreements, forms, guides, notes, records, reports, plans, instructions, manuals and any other documents and data in whatever form relating to the Services or the Scheme or the services to be provided by the Consultant or any part thereof prepared, consolidated, compiled or otherwise produced by URA or the Consultant, whether in the custody or possession of URA or the Consultant or their respective agents, officers, employees, servants, staff or contractors, shall be the exclusive property and rights of URA Provided That the OC shall be entitled to the use of any of the above for the purpose of complying with its obligations hereunder in accordance with this Agreement.

## **9. CONFIDENTIALITY**

9.1 Each party shall ensure that none of its agents, officers, employees, servants, staff and contractors:

- (a) discloses any term of this Agreement; or

- (b) discloses or uses any confidential information which it acquires in connection with this Agreement or the Services;

except for the performance of that party's obligations under this Agreement.

9.2 Clause 9.1 does not prevent a disclosure which is made for a proper purpose:

- (a) to a public authority under compulsion of law; or
- (b) to a court of law in Hong Kong or elsewhere or otherwise in any legal proceeding; or
- (c) to the auditors of, or any lawyer or professional person being under a duty of confidentiality to the party acting for, a party in the performance of its obligations under this Agreement; or
- (d) pursuant to any regulatory authority to which that party is subject.

9.3 The restriction in this Clause 9 shall continue to apply after the termination of this Agreement.

## **10. NO PARTNERSHIP OR JOINT VENTURES**

10.1 Nothing contained herein shall constitute or be construed as constituting any partnership or joint ventures between URA and the OC.

## **11. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE CAP.623**

11.1 Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any provision of this Agreement.

## **12. NO ASSIGNMENT**

12.1 The OC shall not assign or transfer any of its rights, benefits and/or obligations under this Agreement.

## **13. ENTIRE AGREEMENT**

13.1 This Agreement constitutes the entire agreement and understanding of the parties hereto in relation to the subject matter of this Agreement and supersedes all prior

oral and written agreements, understandings or arrangements in relation to the subject matter of this Agreement.

#### **14. AMENDMENTS**

- 14.1 This Agreement shall not be amended, modified, varied or supplemented except in writing signed by the duly authorized representatives of the parties hereto.

#### **15. WAIVER**

- 15.1 No failure or delay on the part of either party to exercise or in exercising any right or remedy under this Agreement shall be construed or deemed as a waiver thereof nor shall any single or partial exercise of any right or remedy under this Agreement preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any right or remedy provided by law or in equity.

#### **16. SEVERABILITY**

- 16.1 If any provision of this Agreement shall become or be held or declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be deemed to be deleted from this Agreement and the legality, validity or enforceability of other provisions of this Agreement shall not be affected.

#### **17. NOTICES**

- 17.1 Any notice or other communications to be given or served pursuant to any provisions of this Agreement shall be in writing and by means of any one of the following:
- (a) by hand delivery or registered post to the respective addresses of the parties hereto as set out below or to such other addresses as either party may notify the other party in accordance with Clause 17.3 hereof:

OC

Address:  
Telephone:  
Facsimile:  
Contact Person:

URA

Address:  
Telephone:  
Facsimile:  
Contact Person:

- (b) by facsimile to the other party's facsimile number as set out in Clause 17.1(a) above.

17.2 A notice shall be deemed to be given or served:

- (a) on the date of delivery if it is delivered by hand;
- (b) on the second business day ("business day" means a day on which The Hong Kong and Shanghai Banking Corporation Limited is open for business in Hong Kong but excluding Saturday, Sunday, public holiday and any day on which typhoon signal no.8 or above or black rainstorm signal is hoisted) after the date of posting if it is sent by registered post; or
- (c) on receipt by the sender of the delivery confirmation report if it is sent by facsimile.

17.3 Each party shall notify the other party in writing of any change of the contact details as set out in Clause 17.1(a) above.

## **18. EXCLUSION OF URA'S LIABILITIES**

18.1 The OC acknowledges and confirms that the Services provided by URA are merely facilitating services under the Scheme and no warranty, representation or guarantee whatsoever has been given by URA in connection with any part of the Services and the Scheme. The OC acknowledges that it is entirely at its own will to decide whether or not to participate in the Scheme and enter into this Agreement and the OC has also been invited to seek independent legal or other technical advice before signing this Agreement. URA and its officers, directors, managers, employees or agents shall not be held liable and the OC shall not under any circumstances be entitled to claim against URA for any loss or damage which may be suffered by the OC as a result of, whether directly or indirectly, the following circumstances:-

- (a) the act, performance, default, fraud, negligence, carelessness, omission or otherwise on the part of the Consultant, the Independent Professional, the E-Service Provider or any other person participating in the Scheme;
- (b) any act or decision or advice (if any) on the part of URA made pursuant to the instruction or decision or opinion of the OC or the Consultant or any other consultants, contractors or professionals engaged by the OC;
- (c) any act or decision or advice (if any) on the part of URA made pursuant to the policies, guidelines or directions applicable to the Scheme or other schemes of similar nature launched or operated by URA;
- (d) any act or decision or advice (if any) on the part of URA made on the genuine or reasonable belief that such act or decision or advice is necessary for implementing the Services under this Agreement; and
- (e) any act or decision or advice (if any) on the part of URA being not the direct cause of any loss or damage suffered by the OC (unless there is any gross negligence on the part of URA in providing the Services).

## **19. GOVERNING LAW AND JURISDICTION**

- 19.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of this Agreement and all matters in connection with or arising out of this Agreement.

**IN WITNESS** whereof the parties hereto have duly signed this Agreement the day and year first above written.

SIGNED by )  
 )  
 )  
 )  
 the Chairman and the Secretary of the )  
 Management Committee for an on behalf of )  
 the OC in the presence of / )  
 whose signature(s) is/are verified by: )

SIGNED by )  
 )  
 )  
 )  
 )  
 )  
 for an on behalf of )  
 URBAN RENEWAL AUTHORITY )  
 in the presence of / )  
 whose signature(s) is/are verified by: )

## SCHEDULE I SERVICES

### (A) Preparatory Stage

- (a) To provide the OC with the DIY Tool Kits to guide the OC in organizing the Building Rehabilitation Works.
- (b) To assist the OC to proceed with the procurement of AP/RI in accordance with the DIY Tool Kits<sup>1</sup>
- (c) To designate a Consultant to be appointed by the OC and the Consultant will be responsible for providing the independent cost and preliminary technical advice on the Building Rehabilitation Works in respect of the Building.
- (d) To co-ordinate between the Consultant and the OC on the exchange of contact details.

### (B) Pre-tendering Stage

To co-ordinate and liaise with the Consultant who shall provide the following services to the OC:-

- (a) To advise the OC on the general scope of the Building Rehabilitation Works, the estimated costs thereof and relevant technical matters in relation thereto.
- (b) To review and check the condition survey report and draft tender document and cost estimate prepared by the AP/RI and advise the OC on the findings in relation thereto.
- (c) To assist the OC in checking tender documents prepared by AP/RI for proper procurement of the Contractor for carrying out the Building Rehabilitation Works.
- (d) To attend meetings of the OC in connection with the advice given under items (B)(a) to (B)(c) above whenever considered appropriate by URA.

### (C) Tendering Stage<sup>2</sup>

- (a) To arrange the E - Platform for receipt of expression of interest, dispatch of tender documents, receipt of inquiries from potential tenderers which shall be answered by the AP for proper procurement of the Contractor for carrying

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<sup>1</sup> If the OC fails to procure the appointment of an AP/RI by one (1) tender or the appointment of the AP/RI is terminated during the Term for any reason whatsoever as a result of which further tender(s) for procurement of AP/RI is required, URA shall be entitled to charge an extra fee (in such amount and to be paid by the OC within such time as URA may in its sole discretion determine) for its additional work and assistance to be rendered to the OC for procuring the appointment of an AP/RI under any of such additional tenders. For the avoidance of doubt, such extra fee is not inclusive in the Service Fee.

<sup>2</sup> The number of tender for procuring the Contractor is limited to one (1) tender. If more than one (1) tender for procurement of Contractor is required for any reason whatsoever, URA shall be entitled to charge an extra fee (in such amount and to be paid by the OC within such time as URA may in its sole discretion determine) for its additional work and assistance to be rendered to the OC for procuring the appointment of the Contractor under any of such additional tenders. For the avoidance of doubt, such extra fee is not inclusive in the Service Fee.



out the Building Rehabilitation Works.

- (b) To arrange for receipt of tenders on behalf of the OC.
- (c) To appoint, as agent for and on behalf of the OC, the Independent Professional to handle the tender opening process.

SAMPLE

## **SCHEDULE II**

### **Services to be provided by the Independent Professional**

- a) Providing administrative assistance in the tender opening session, and arranging the opening of the tender box in the presence of one (1) representative from URA and three (3) representatives from the OC.
- b) Verifying the eligibility of tenderers including checking their Business Registration Certificate issued by the Business Registration Office and General Contractor Certificate issued by the Buildings Department.
- c) Checking whether all required documents are submitted by the tenderers.
- d) Preparing a tender opening record with a summary on tenderers' information on site with confirmation by three (3) representatives from the OC.
- e) Taking video to record the entire tender opening session.
- f) Delivery of all original tender submissions with the tender opening record to the representatives of the OC after the tender opening session.
- g) Sending a copy of the tender opening record, summary of the tenderers information and video record of tender opening to OC.

**SCHEDULE III**  
**Services to be Provided by the E-Service Provider**

To provide an electronic platform for the Scheme, with the objective to create a fair and competitive tendering environment for proper procurement of the Contractor by minimizing potential manipulation of the tendering process, to facilitate the receipt of expression of interest, despatch of tender documents, receipt of inquiries from potential tenderers and such inquiries shall be dealt with by the AP/RI for the Building Rehabilitation Works.

SAMPLE

**SCHEDULE IV**

**Additional Charge Exclusive of Service Fee Paid by the Applicant**

	<b>Items</b>	<b>Additional Charge Amount</b>
1)	<p>If the OC fails to procure the appointment of an AP/RI by one (1) tender or the appointment of the AP/RI is terminated during the Term for any reason whatsoever as a result of which further tender(s) for procurement of AP/RI is required, URA shall be entitled to charge an extra fee (in such amount and to be paid by the OC within such time as URA may in its sole discretion determine) for its additional work and assistance to be rendered to the OC for procuring the appointment of an AP/RI under any of such additional tenders. The extra fee amount is 30% of the Service fee and the OC is entitled to enjoy this special arrangement one time only. If the OC repeatedly requests URA to provide the above service, the extra fee is charged at 30% of prevailing fee each.</p> <p>(Footnote 1 of Schedule I refers)</p>	
2)	<p>The number of tender for procuring the Contractor is limited to one (1) tender. If more than one (1) tender for procurement of Contractor is required for any reason whatsoever, URA shall be entitled to charge an extra fee (in such amount and to be paid by the OC within such time as URA may in its sole discretion determine) for its additional work and assistance to be rendered to the OC for procuring the appointment of the Contractor under any of such additional tenders, including repeating the services of the electronic tendering system. The extra fee amount is 40% of the Service fee and the OC is entitled to enjoy this special arrangement one time only. If the OC repeatedly requests URA to provide the above service, the extra fee is charged at 40% of prevailing fee each.</p> <p>(Footnote 2 of Schedule I refers)</p>	

3)	<p>The total number of meetings under the Consultancy Services (including the Initial Stage, Pre-tendering Stage and Tender Assessment Stage) to be attended by the Consultant is limited to four (4) and the Consultant will be paid an extra fee by the OC for attendance of each additional meeting.</p> <p>(Footnote 1 of Schedule of Tripartite Agreements refer)</p>	
4)	<p>The Consultant will prepare the assessment reports to the OC either in Chinese or English version. The Consultant will be paid an extra fee by the OC if the OC requests for additional copy of each report in another language.</p>	



SAMPLE

## SCHEDULE V

URA will arrange the representative, as necessary, to attend meetings in relation to the following issues and advise on the Building Rehabilitation related issue as and when appropriate.

- (a) The presentation of the Initial Assessment Report by the Independent Professional in accordance with the repair needs in the common part of the Building;
- (b) The presentation of the Pre-tendering Assessment Report by the Independent Professional including comment(s) on the Condition Survey Report, Works Tender Document and Pre-tender cost estimate submitted by the AP / RI;
- (c) Matters regarding the procurement of contractors;
- (d) The presentation of the Assessment Report on Tender Analysis Report, prepared by AP/RI, by the Independent Professional.;
- (e) The Owners' Meeting organized by the applicant for the selection of contractor.