

(Building Name)

(Address)

**Consultancy Services for Lift Works
Tender Documents**

**(Applicable for Buildings Participating in the Lift
Modernisation Subsidy Scheme without Standing
Term Consultancy Services Provided by the Urban
Renewal Authority)**

[Date]

These tender documents (“**Tender Documents**”) comprise the following five parts:

Part A: Instructions to Tenderers and Conditions of Tender

Part B: Sample Form of Tender

Part C (I): Sample Form of Non-collusion Tendering Certificate

Part C (II): Sample Form of Affiliates Not Tendering Certificate

Part C (III): Sample Form of Declaration of Charged and Convicted Dishonesty Related Offences

Part D: Articles of Agreement, Conditions of Contract and Schedules

- Articles of Agreement
- Conditions of Contract (table of contents set out on following page)
- Schedules:
 - Schedule 1: Scope of Services
 - Schedule 2: Information relating to the Project (to be completed by Owner/Owner's Representative)
 - Schedule 3: Information relating to the Project (to be completed by Consultant)
 - Schedule 4: Declaration of Ethical Commitments

Part E: Sample Form of Letter of Acceptance

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Disclaimer

1. To facilitate engagement by procurers/owners of tenderers for the provision of relevant professional services, Hong Kong Building Rehabilitation Facilitation Services Limited (a wholly owned subsidiary of the Urban Renewal Authority) has provided these Tender Documents through the Building Rehabilitation Platform to procurers/owners for their reference.
2. These Tender Documents are provided only as reference documents for procurers/owners to obtain tenders for relevant professional services referred to in such documents or for other professional services to be suggested by tenderers to procurers/owners. These Tender Documents contain the general relevant basic terms only, and procurers/owners shall revise or insert other terms and conditions into these Tender Documents according to their actual needs before they are sent to invite tenderers for submission of tenders.
3. Hong Kong Building Rehabilitation Facilitation Services Limited makes no representation, statement, warranty or guarantee, whether express or implied, as to whether these Tender Documents are suitable for adoption as contract documents for the relevant services or works or use to obtain related tenders. Users choosing to adopt these Tender Documents or any part thereof shall be responsible themselves to determine the meaning, accuracy and appropriateness of their content, and shall seek professional advice where required to adequately and clearly understand the contents of these Tender Documents and any risks and consequences that may arise as a result of using these Tender Documents.
4. Hong Kong Building Rehabilitation Facilitation Services Limited shall not accept any liability arising from any use of or reliance on these Tender Documents or any part thereof and/or be liable for any direct, indirect, special and/or consequential losses or damages incurred therefrom.
5. The content of these Tender Documents will be amended and updated from time to time. Persons using these Tender Documents shall ensure that they are using the latest version of these Tender Documents. The latest version of these Tender Documents are available on and can be downloaded free of charge from the website of Building Rehabilitation Platform at www.brplatform.org.hk.

Part A: Instructions to Tenderers and Conditions of Tender

Instructions to Tenderers

1. Procurer: _____ (the "Procurer"
as defined in the Conditions of Tender)

[Name of Owners' Corporation / Owner(s) of (name of the Building)]

Contact person:

Contact phone number:

Contact email address:

Re: Consultancy services for Lift Works (the "Project") at
_____ (the "Building")

[Name and address of the Building]

2. For details of the services required by the Procurer for this Project please refer to Part D of these Tender Documents: Articles of Agreement, Conditions of Contract and Schedules, in particular Schedule 1 (Scope of Services).
3. Set out below are the key dates (and their descriptions) referred to in the Conditions of Tender:

	Key Dates	Date	Description
1.	Clarification request closing day	[day] [month] [year]	Deadline for tenderers to submit written requests to the Procurer for corrections, clarifications or supplementary information
2.	Tender clarification day	[day] [month] [year]	The day on which the Procurer issues written clarification relating to the tender documents for this Project
3.	Tender submission deadline	___ a.m./p.m., [day] [month] [year]	Deadline for submission of tender
4.	Tender validity period	[6] months after the date of the tender submission deadline	The period for which the tender remains valid

Conditions of Tender

General Conditions

1. The “**Procurer**” means the party named as the “Procurer” in the Instructions to Tenderers. Where it refers to the owners of the Building, the definition of “Procurer” shall refer to the owners who collectively own the legal title to the Building.
2. The tenderer shall possess a valid Business Registration Certificate and sufficient resources to carry out the services as required in these Tender Documents.
3. The Procurer takes no responsibility for the completeness or accuracy of these Tender Documents. Tenderer may submit request(s) in writing to the Procurer for corrections, clarifications or supplementary information to these Tender Documents on or before the clarification request closing day. The Procurer shall issue in writing corrections, clarifications or supplementary information on or before the tender clarification day. Such corrections, clarifications or supplementary information shall be issued to all tenderers and become part of these Tender Documents. The tenderer itself shall be liable for any errors and misunderstanding in relation to the tender, to which the Procurer takes no responsibility.
4. The Procurer is entitled to, by written notice (including any tender addendum) to all tenderers, make amendments or changes from time to time to any terms of these Tender Documents (for example, reduce the scope of services, extend the clarification request closing day or the tender submission deadline) before the tender submission deadline. The tenderer shall not claim for any compensation arising from such amendments or changes to the terms of these Tender Documents.
5. The quotation of the tenderer shall include any associated services necessary to the performance of the services required under the Conditions of Contract but for which no separate quotation is expressly required. Costs and expenses relating to the performance of such services shall be deemed inclusive in the services in the lump sum total fee. The tenderer shall adequately understand the contents and requirements of the tender and services before the submission of the tender, and shall itself be liable for all losses resulting from any misjudgment.
6. The tenderer may carry out on-site inspection of the Building. Please contact the contact person set out in paragraph 1 of the Instructions to Tenderers for the relevant arrangements.
7. By signing and submitting a tender, the tenderer agrees and warrants to comply with all terms and conditions set out in these Tender Documents.

Confidentiality, Probity and Anti-collusion Clauses

8. Throughout the tendering process, the tenderer shall not offer, solicit or accept an advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap. 201) or violate any relevant provision under the Prevention of Bribery Ordinance (Cap. 201) and shall procure its directors (if the tenderer is a company), employees, agents and sub-consultant (where appropriate) comply with this paragraph.
9. Any breach of the provisions under paragraph 8 above by the tenderer or any of its directors (if the tenderer is a company), employees, agents or its sub-consultant (where appropriate) may result in the tender of the tenderer being invalidated, and additionally the tenderer may be subject to legal liabilities for such conducts.

10. If the tenderer is a company, no subsidiary or holding company (which are defined in sections 13 to 15 of the Companies Ordinance (Cap. 622)) of the tenderer or subsidiary of the tenderer's holding company may tender for this Project.
11. Prior to notification of results of the tender to the successful tender by the Procurer, and except as provided in paragraph 2 of the sample form of "Non-collusion Tendering Certificate" set out in Part C(I) of these Tender Documents, the tenderer must ensure that its tender is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any other person (except as provided in paragraph 2 of the Non-collusion Tendering Certificate referred to above), including regarding price, tender submission procedure or any terms of the tender. In the event of any breach of this paragraph, the Procurer reserves the right to invalidate the tender submitted by the tenderer and claim damages.
12. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Cap. 619). Tenderers who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance (Cap. 619).
13. Upon tender submission, the tenderer shall submit to the Procurer a Non-collusion Tendering Certificate in the form set out in Part C(I) of these Tender Documents and (if the tenderer is a company) an "Affiliates Not Tendering Certificate" in the form set out in Part C(II) of these Tender Documents and a "Declaration of Charged and Convicted Dishonesty Related Offences" in the form set out in Part C(III) of these Tender Documents duly signed by an authorized person on behalf of the tenderer. By signing and submitting the said certificates, the tenderer agrees and warrants to comply with all provisions set out in the said certificates.

Tendering procedures and timing

14. The tenderer shall submit the following documents duly completed and signed (where applicable):
 - (i) a tender in the form set out in Part B of these Tender Documents;
 - (ii) a Non-collusion Tendering Certificate in the form set out in Part C(I) of these Tender Documents;
 - (iii) an Affiliates Not Tendering Certificate in the form set out in Part C(II) of these Tender Documents;
 - (iv) a Declaration of Charged and Convicted Dishonesty Related Offences in the form set out in Part C(III) of these Tender Documents; and
 - (v) Part D of these Tender Documents: Schedule 3 to the Conditions of Contract (Information relating to the Project (to be completed by Consultant)).
15. The tenderer shall also provide the following documents when submitting the tender:
 - (i) the resumes and (where applicable) registration certificates of the key personnel set out in Part D: Schedule 3 to the Conditions of Contract;
 - (ii) copy of the valid business registration certificate of the tenderer;
 - (iii) background information about the tenderer including its organizational structure;

- (iv) records of experience in participation in lift related projects in the past **[three]**¹ years (including year of participation, name of the building and its address);
 - (v) reference letter(s) by employer(s) of the past **[three]**² years (if any);
 - (vi) quality assurance certificate; and
 - (vii) the tenderer's code of conduct (if any).
16. The tenderer must deposit the documents referred to in above paragraphs 14 and 15 (where applicable) into the tender box located at _____ before the tender submission deadline. Tenderers are reminded that late submission or submission sent to the wrong place shall not be considered by the Procurer.
17. In the event of any of the following situations, the tender submission deadline shall be extended to the same time of the following working day (excluding Saturday, Sunday and public holiday):
- (i) tropical cyclone warning signal No. 8 or higher is hoisted on the day of the tender submission deadline and remains hoisted two hours before the tender submission deadline; or
 - (ii) the Observatory has issued a black rainstorm warning on the day of the tender submission deadline and such warning remains effective two hours before the tender submission deadline.
18. However, if the No. 8 or higher tropical cyclone warning signal or the black rainstorm warning is cancelled or replaced with a lower warning signal two hours or more before the tender submission deadline, the tender submission deadline shall remain unchanged.

Review and acceptance

19. The Procurer will not consider any tender not completed and submitted in compliance with the Instructions to Tenderers and Conditions of Tender.
20. The Procurer may reject the lowest or any tender. The Procurer will not be and is not required to give any explanation for the selection or rejection of any tender.
21. The Procurer may accept a tender during the tender validity period (as specified in paragraph 3 of the Instructions to Tenderers) in accordance with these Conditions of Tender.
22. If the Procurer accepts a tender, its tenderer shall receive from the Procurer a notice of acceptance in the form of the "Letter of Acceptance" set out in Part E of these Tender Documents. The successful tenderer and the Procurer shall enter into the Articles of Agreement in the form set out in Part D of these Tender Documents within 14 days after the date of receipt of the Letter of Acceptance (or such other time limit as specified by the Procurer in the Letter of Acceptance).

¹ The number in [] is only a suggested figure and can be amended by the Procurer.

² The number in [] is only a suggested figure and can be amended by the Procurer.

Part B: Sample Form of Tender

Form of Tender

To: *[[Name of Owners' Corporation /Owner(s) of (name of the Building)]* ("**Procurer**")

Re: Consultancy services for Lift Works (the "**Project**") at
(the "**Building**")

[Name and address of the Building]

1. Tenderer: _____

Business registration number: _____

Business registration expiry date: _____

2. The tenderer has read and understood the Tender Documents dated *[date]* issued by the Procurer and has inspected the Building. The tenderer hereby submits this tender duly completed and signed together with the following documents in accordance with the Tender Documents:

- (i) Tender Documents Part C (I): Non-collusion Tendering Certificate;
- (ii) Tender Documents Part C (II): Affiliates Not Tendering Certificate (if the tenderer is a company);
- (iii) Tender Documents Part C (III): Declaration of Charged and Convicted Dishonesty Related Offences;
- (iv) Tender Documents Part D: Schedule 3 (Information relating to the Project (to be completed by Consultant)) to the Conditions of Contract ("**Completed Schedule 3**"); and
- (v) Other documents (where applicable) referred to in paragraph 15 of the Conditions of Tender.

3. The tenderer hereby offers to commence, execute and complete all services in relation to the Project subject to and in accordance with the Contract (as defined in the Articles of Agreement) in consideration of the sum of HK\$_____³ or such sums as may be ascertained in accordance with the Contract.

4. The tenderer agrees that if this tender is accepted by the Procurer, the tenderer shall submit to the Procurer the duly completed Schedule 4 (Declaration of Ethical Commitments) to the Conditions of Contract and enter into the Articles of Agreement with the Procurer in accordance with these Tender Documents within **[14]** days after the date of receipt of the Letter of Acceptance from the Procurer.

5. The tenderer agrees to abide by the Conditions of Tender and that the Procurer may accept this tender during the tender validity period as specified in the Instructions to Tenderers in Part A of these Tender Documents.

³ This amount must be the same as the Original Service Fee inserted by the Consultant in Schedule 3 of the Conditions of Contract.

6. If this tender is accepted by the Procurer, this tender and the Letter of Acceptance issued by the Procurer shall be a contract between the tenderer and the Procurer, which shall be legally binding until it is superseded and replaced by the Articles of Agreement.

Seal/Chop of Company	:	
Name of Company	:	
Signature of Company's authorized representative	:	
Name of Company's authorized representative	:	
Title of Company's authorized representative	:	
Signature of Witness	:	
Name of Witness	:	
Title of Witness	:	
Date	:	

Part C(l): Sample Form of Non-collusion Tendering Certificate

Non-collusion Tendering Certificate

To: _____ ("**Procurer**")
[Name and address of Owners' Corporation / Owner(s) of (name of the Building)]

Re: Consultancy services for Lift Works (the "**Project**") at

[Name and address of the Building]

Dear Sir/Madam,

I/We, _____ (the "**Tenderer**"),
[Name / Name of company]

of _____ refer to the
[Address of Tenderer]

Tender and my/our tender in relation thereto.

1. I/We represent and warrant in relation to the tender as follows:

- (i) My/Our tender was developed genuinely, independently and made with the intention to accept the relevant contract if the Tender is awarded;
- (ii) My/Our tender was not prepared with any agreement, arrangement, communication, undertaking, promise or undertaking with any person (including any other tenderer or competitor) regarding:
 - (I) prices;
 - (II) methods, factors or formulas used to calculate prices;
 - (III) an intention or decision to submit, or not submit, a tender;
 - (IV) an intention or decision to withdraw a tender;
 - (V) the submission of a tender that does not conform with the requirements of the Tender;
 - (VI) the quality, quantity, specifications or delivery particulars of the products or services to which the Tender relates; and
 - (VII) the terms of the Tender;

and I/we undertake that I/we will not, prior to the award of the relevant contract for the Tender, enter into or engage in any of the foregoing.

2. Paragraph 1(ii) of this certificate shall not apply to agreements, arrangements, communications, undertakings, promises or undertakings with:

- (i) the Procurer;

- (ii) a joint venture partner (where joint venture arrangements relevant to the Tender exist and which are notified to the Procurer);
 - (iii) consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate consultancy arrangement or sub-contract;
 - (iv) professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
 - (v) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
 - (vi) banks for the purpose of obtaining financing for the relevant contract if the Tender is awarded, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing.
3. I/We understand that I/we am/are required to disclose all intended sub-contracting arrangements relating to the Tender to the Procurer, including those which are entered into after the relevant contract for the Tender is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Procurer.
4. I/We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Procurer may, at its discretion, invalidate my/our tender, exclude me/us in future tenders, pursue damages or other forms of redress from me/us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that I/we am/are awarded the relevant contract for the Tender) terminate the relevant contract.
5. Under the Competition Ordinance (Cap. 619), bid-rigging is serious anti-competitive conduct. I/We understand that the Procurer may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the "**Commission**") and provide the Commission with any relevant information, including but not limited to information on my/our tender and my/our personal information.

Where the Tenderer is an individual, sign and complete the following:

[signature]

[name]

[date]

Where the Tenderer is a company, sign and complete the following:

[Signature of the company's authorized representative and seal of the company]

[Name of company, name and title of authorized representative]

[date]

Delete as appropriate

Part C(II): Sample Form of Affiliates Not Tendering Certificate

Affiliates Not Tendering Certificate

To: _____ (the "Procurer")
[Name and address of Owners' Corporation / Owner(s) of (name of the Building)]

Re: Consultancy services for Lift Works (the "Project") at
_____ (the "Building")
[Name and address of the Building]

Dear Sir/Madam,

I/We, _____ (the "Tenderer"),
[Name / Name of company]

of _____ *[Address of Tenderer]*
hereby warrants and undertakes to the Procurer in relation to the tender of this Project that no subsidiary or holding company (which are defined in sections 13 to 15 of the Companies Ordinance (Cap. 622)) of the Tenderer or subsidiary of the Tenderer's holding company has tendered or will be tendering for this Project.

[Signature of the company's
authorized representative and seal of
the company]

[Name of company, name and title of
authorized representative]

[date]

Part C(III): Sample Form of Declaration of Charged and Convicted Dishonesty Related Offences

Declaration of Charged and Convicted Dishonesty Related Offences

To: _____ (the "Procurer")
[Name and address of Owners' Corporation / Owner(s) of (name of the Building)]

Re: Consultancy services for Lift Works (the "Project") at
_____ (the "Building")
[Name and address of the Building]

The company/I hereby declare(s) that:

the key personnel⁴ of the company and the company/I have not been charged or convicted of any Dishonesty Related Offence(s)⁵ before[#]

OR

the key personnel of the company and the company/I have been charged or convicted of Dishonesty Related Offence(s) before[#], details are listed out below:

Dishonesty Related Offence	Name of the relevant person	Date of Charge	Details

Dishonesty Related Offence	Name of the relevant person	Date of Conviction	Details

The company/I hereby declare that the information contained in this declaration is true, accurate and complete to the best of my knowledge.

[Applicable to companies only] In the case of a company, any information disclosed regarding the key personnel in my company has been obtained and disclosed above with consent from the relevant key personnel.

I/We hereby give consent to the Procurer to use the above information for the purpose of consideration of the tenders for the Project.

⁴ Meaning the key personnel specified in Schedule 3.

⁵ "Dishonesty related offences" is defined as offences under the Prevention of Bribery Ordinance (Cap. 201) and Theft Ordinance (Cap. 210), offence of conspiracy to defraud and any other offences which put honesty of the Tenderer in question, unless such offences are not required to be disclosed in accordance with Rehabilitation of Offenders Ordinance (Cap. 297).

Where the Tenderer is an individual, sign and complete the following:

[Signature]

[Name]

[Date]

Where the Tenderer is a company, sign and complete the following:

[Signature of the company's
authorized representative and seal
of the company]

[Name of company, name and title of
authorized representative]

[Date]

Delete as appropriate

Part D: Articles of Agreement and Conditions of Contract and Schedules

Articles of Agreement

This Agreement is made on the _____ day of _____ 20____

Between:

(1) _____ (the "**Owner**" as defined in the Conditions of Contract)
[Name and address of Owners' Corporation / Owner(s) of (name of the Building)]

and

(2) _____ (the "**Consultant**").
[Name and registered address of Consultant]

Whereas:

The Owner wishes to carry out Lift Works (the "**Project**") at the building located at _____ *(address of the Building)* (the "**Building**") and engage the Consultant to provide the relevant services subject to and in accordance with the terms of the Contract.

It is hereby agreed as follows:

1. The "**Contract**" comprises:
 - (i) this Articles of Agreement;
 - (ii) the Conditions of Contract and its Schedules (including the completed Schedule 3)⁶ attached hereto; and
 - (iii) the tender correspondence attached hereto.⁷
2. Unless otherwise specified in the Articles of Agreement, words and expressions used in the Articles of Agreement shall have the same meaning given to such words and expressions in the Conditions of Contract attached hereto.
3. The Consultant shall commence, execute and complete all Project Services in accordance with the requirements and terms of the Contract.
4. The Owner shall pay the Service Fee to the Consultant in accordance with the Conditions of Contract.

⁶ To be provided by the Consultant together with its tender.

⁷ Please attach correspondence between the parties in relation to any correction, clarification or supplementary information to the Tender Documents issued by the Owner and in relation to the tender submitted by the Consultant.

The Articles of Agreement have been duly executed as a deed by the parties on the date first before set out in the Articles of Agreement.

[Execution by an owners' representative⁸ or the Owners' Corporation]

(Execution by an owners' representative)

Signed, sealed and delivered)
as a deed)
by [name of Owners' representative]) _____
on behalf of all owners of [name of the) [signature of owners' representative]
Building])
in the presence of:)
)
)

Signature of witness:⁹

Name:
Address:
Title:

(Execution by Owners' Corporation)

Signed, sealed and delivered)
as a deed)
on behalf of [the Owners' Corporation]) _____
by Chairman and Secretary of the) [signature of the Chairman of Management
Management Committee) Committee]
)
)
)
) _____
) [signature of the Secretary of Management
) Committee]
)
)
)
) _____
) [common seal]

⁸ The owners' representative should be duly authorised to execute this deed by way of a power of attorney.
⁹ Witness is not required under Hong Kong law, but it is recommended to execute the deed in the presence of a witness as a matter of good practice.

Conditions of Contract

1. Definitions

"**Additional Services**" means services additional to the Comprehensive Professional Services.

"**Authority**" means the Urban Renewal Authority.

"**Building**" means the "Building" as defined in the Articles of Agreement.

"**Comprehensive Professional Services**" means the services as set out in Schedule 1.

"**Consultant**" means the party named as the "Consultant" in the Articles of Agreement.

"**Contract**" has the meaning given in Article 1 of the Articles of Agreement.

"**Day**" means a calendar day unless otherwise stated.

"**Lift**" means the lift installed in the Building.

"**Lift Works**" means lift modernisation works or lift replacement works (as the case may be) for the Lift which is subsidised under the LIMSS.

"**Lift Works Contract**" refers to the contract entered or to be entered into between the Owner and the RLC in respect of the Lift Works.

"**LIMSS**" means the Lift Modernisation Subsidy Scheme launched by the Government and partnered with the Authority to promote lift modernisation in the community through provision of financial incentive with appropriate professional support to building owners of private residential or composite (commercial and residential) in need, thereby enhancing lift safety.

"**Maximum Number**" means the maximum number as specified in Schedule 2.

"**Milestone Schedule**" means the milestone schedule as set out in Schedule 2.

"**Minimum Qualification Requirements**" means the minimum qualification requirements for the key personnel of the Consultant as set out in Schedule 3.

"**Owner**" means the party named as the "Owner" in the Articles of Agreement and where it refers to the owners of the Building, the definition of "Owner" shall refer to the owners who collectively own the legal title to the Building.

"**Owner's Representative**" means the company or person appointed by the Owner as its representative in relation to the Contract.

"**Project**" means the "Project" as defined in the Articles of Agreement.

"**Project Services**" means the Comprehensive Professional Services and the Additional Services, as amended from time to time in accordance with the Contract.

"**Registered Lift Engineer**" refers to a person who is registered under section 78 of the Lifts and Escalators Ordinance (Cap. 618) and whose registration is in force.

"**RLC**" means the Registered Lift Contractor who is registered under section 74 of the Lifts and Escalators Ordinance (Cap. 618) and whose registration is in force.

"**Service Fee**" means all fees payable pursuant to Clause 8 by the Owner to the Consultant in respect of the Project Services.

"**Service Fee Stages**" means the service fee stages as set out in Schedule 2.

"**Statutory Requirements**" refers to all laws, statutory enactments, permissions, consents, codes, by-laws, rules, orders and regulations and the requirements of any public authorities, government departments and statutory undertakers and any planning permission and the provisions of all codes of practices, guidance notes and recommendations for the time being in force insofar as the same are relevant and applicable to the Project Services.

"**STC**" means the Standing Term Consultant who is engaged by the Authority for the LIMSS.

2. **Contract Documents**

2.1 In the Contract, unless the context otherwise requires:

- (i) references to the Contract include references to the Contract and its schedules;
- (ii) references to clauses or schedules are references to the clauses of or schedules to the Contract;
- (iii) references to the word "including" or its cognate expressions are to be construed as "without limitation" and "including but not limited to"; and
- (iv) headings of and notes to any clause shall not be considered a part of the Contract and shall be ignored in construing the Contract.

2.2 Each part of the Contract is complementary to each other and to the extent possible be interpreted as a whole.

2.3 In the event of any discrepancy between the parts of the Contract, the following order of precedence shall apply for the purposes of interpretation:

- (i) the Articles of Agreement;
- (ii) the Schedules to the Conditions of Contract;
- (iii) tender communications attached to the Articles of Agreement; and
- (iv) the Conditions of Contract.

3. **Engagement of Consultant**

3.1 The Owner confirms the engagement of the Consultant and the Consultant confirms its agreement to act in relation to the Project on the terms of the Contract.

3.2 The Consultant shall carry out the Project Services and the duties and obligations of the Consultant in accordance with the terms of the Contract, and provide at its own expenses all equipment and materials required for the Project Services.

3.3 The Owner or the Owner's Representative may by writing amend the Project Services at any time, whether by omission, variation or request for Additional Services. The Owner or the Owner's Representative shall be entitled to ask a third party to carry out any services omitted from the Project Services pursuant to this Clause without any liability to the Consultant for compensation in respect of such omitted services.

- 3.4 The Consultant is an independent contractor for the Project Services and not an employee of the Owner.
- 3.5 Nothing contained in the Contract shall, except with the prior written consent of the Owner or the Owner's Representative, give the Consultant any power or authority to agree to or enter into any contract, document or otherwise with third party with the intent to bind the Owner in any way. Nothing contained or implied in the Contract will render or be deemed to render the Consultant a partner, agent or representative of the Owner for any of the above purposes stated in this Clause 3.5 whatsoever.
- 3.6 The Consultant shall co-ordinate with other consultant(s) or contractor(s) engaged by the Owner in relation to the Project to ensure that no act, omission or default of the Consultant shall cause any breach by or claim against the Owner under any contract (including the Lift Works Contract) entered into by the Owner with its consultant(s) or contractor(s).
- 3.7 When requested by the Consultant, the Owner or the Owner's Representative shall keep the Consultant informed on such matters which may affect the duties of the Consultant under the Contract or be reasonably required by the Consultant for carrying out such duties.
- 3.8 Any data, drawings, documents, specifications and other information provided to the Consultant by the Owner or the Owner's Representative are provided for reference only. The Consultant shall exercise all due care and diligence to satisfy itself as to the accuracy and sufficiency of such data, drawings, documents, specifications and other information. To the extent permitted by law, the Owner or the Owner's Representative is not liable in contract, tort or otherwise for any damages, expense, loss or liability suffered or incurred by the Consultant howsoever in respect of the provision or non-provision of information or document by the Owner to the Consultant.

4. Scope of Project Services

- 4.1 The Consultant shall provide the Project Services in accordance with the terms of the Contract.
- 4.2 The Owner is not obliged to engage the Consultant to provide any services unrelated to this Project or services other than the Project Services relating to the Building, and the Consultant agrees that it shall not raise any objection or make any claim in this regard.

5. Standard of Care

- 5.1 The Consultant warrants that it shall exercise in the performance of the Project Services the skill, care and diligence to be expected of properly qualified and competent members of the Consultant's profession or industry experienced in carrying out work of a similar size, scope, complexity and purpose to the Project, including compliance with the codes of professional conduct and ethics, codes of practice and guidance notes (if any) of the Consultant's profession, industry or of the professional association(s) the Consultant belongs to.
- 5.2 The Consultant warrants that it shall select materials for use on the Project that are in compliance with the Statutory Requirements.
- 5.3 The Consultant represents and warrants that it shall provide and perform the Project Services in accordance with all Statutory Requirements applicable and related to the Project.

5.4 Insofar as the Consultant is responsible for the design of any part of the Project, the Consultant shall ensure that its design (including the design of its staff, agent or (where applicable) its sub-consultant) is fit for the purposes for which it is intended and complies with all Statutory Requirements. If the Project Services include the supervision of Lift Works, the Consultant shall ensure that the Lift Works in relation to the Project will comply with all Statutory Requirements.

5.5 Without limiting the generality of Clause 5.3, the Consultant warrants to the Owner that, as a part of the Project Services, it shall comply with and is competent to perform its duties under the Occupational Safety and Health Ordinance (Cap. 509), and it has allocated or will allocate adequate resources to enable it to perform such duties.

6. **Completion and Progress of Project Services**

6.1 The Consultant shall complete all the milestones by the time for completion specified in the Milestone Schedule set out in Schedule 2.

6.2 (i) If the Consultant is unable to complete any milestone under the Milestone Schedule by the specified time for completion (or the time as adjusted pursuant to this Clause) for factors beyond the control of the Consultant, the Consultant shall, within 14 days after the day it becomes aware or ought to have become aware of the delaying factors, notify the Owner or the Owner's Representative in writing and provide details of the delaying factors and an estimate of the period of delay and the reasons for the delay. If, having considered the relevant information, the Owner or the Owner's Representative considers this Clause to be applicable, it shall reasonably extend the time for completion of the relevant milestone.

(ii) If the Owner or the Owner's Representative varies any Project Services pursuant to Clause 3.3 and reasonably considers that the time for completion of any milestone will be shortened as a result, the Owner or the Owner's Representative shall be entitled to require the Consultant to provide information relating to the effect on the progress of the Project Services and reasonably shorten the time for completion of the relevant milestone in the Milestone Schedule.

6.3 If the Consultant fails to complete any milestone by the time for completion specified in the Milestone Schedule (or the time as adjusted pursuant to Clause 6.2), the Consultant shall pay or compensate the Owner with the corresponding liquidated damages for delay to milestone completion as specified in Schedule 2 (or if there is no such corresponding liquidated damages for delay to milestone completion, the losses suffered or incurred by the Owner as a result of such delay) as compensation for the losses caused by such delay. The total amount of such liquidated damages for delay to milestone completion shall be calculated by applying the daily rate for the liquidated damages for delay to milestone completion payable for the relevant milestone as specified in Schedule 2 for every day or part of a day between the specified time for completion of the relevant milestone (or the time as adjusted in accordance with Clause 6.2). The Owner may treat such liquidated damages for delay to milestone completion or the losses suffered or incurred by the Owner as a result of such delay as a debt owed by the Consultant to the Owner and claim against the Consultant for payment, and shall be entitled to deduct such debt from any amount payable by the Owner to the Consultant under the Contract.

6.4 Subject to Clauses 6.1 to 6.3, the Consultant shall regularly and diligently commence and complete all the Project Services in accordance with the terms of the Contract. The Consultant shall provide and perform the Project Services in the most expeditious and economical manner. The Consultant shall also provide the Owner or the Owner's

Representative with advice and assistance reasonably required and within its expertise for carrying out the Project Services which may be needed from time to time.

7. **Number of Meetings and Services**

- 7.1 The Consultant shall upon the written request of the Owner or the Owner's Representative attend meetings with the Owner, including management committee meetings (if applicable), regular meetings, special meetings and general meetings of owners, to explain to and discuss with the Owner issues relating to the Project Services and to respond to any queries. The Consultant shall attend meetings at various stages for the Maximum Number specified in Schedule 2.
- 7.2 If, at the request of the Owner or the Owner's Representative, the Consultant has provided more than the specified Maximum Number for any part of the Project Services (such as attendance at meetings and inspections etc), any such additional number shall be considered as Additional Services.

8. **Fee and Payment**

- 8.1 The Owner shall pay to the Consultant as full remuneration for the Project Services and its other obligations under the Contract the Service Fee (subject to adjustment in accordance with Clause 8.4 below).
- 8.2 Subject to Clause 13, the Service Fee shall be invoiced and paid in instalments according to the Service Fee Stages and in accordance with the provisions of this Clause 8.
- 8.3 (i) Subject to Clause 8.4, if in the opinion of the Consultant it has completed the services in relation to any Service Fee Stage, the Consultant shall give notice in writing to the Owner or the Owner's Representative, and if the Owner or the Owner's Representative is reasonably satisfied with the completion of that stage, the Owner or the Owner's Representative shall issue a stage completion certificate for that stage within **[14]** days after the date of receipt of the Consultant's written notice.
- (ii) The completion of a Service Fee Stage means the completion, in accordance with the terms of the Contract, of all services referred to in such Service Fee Stage and those that are necessary and should be provided by the Consultant by the time of completion of such Service Fee Stage. The Consultant may, based on any stage completion certificate, submit a payment notification to the Owner or the Owner's Representative for the amount payable in respect of the corresponding completed Service Fee Stage. The Owner shall, after making any deduction or adjustment in accordance with the Contract, pay the amount which the Consultant is entitled to within 30 days after the date of receipt of the Consultant's payment notification.
- 8.4 The Service Fee shall be adjusted, in the event of any amendment to any Project Services pursuant to Clause 3.3 or suspension of any Project Services pursuant to Clause 13.2, by the Owner or the Owner's Representative on a reasonable basis taking account of relevant substantiation documents submitted by the Consultant, including documents evidencing the additional or affected works, working hours, and the applicable amount and fees for the Additional Services (by reference to the fixed or hourly rates) as set out in Schedule 3. The Consultant shall not be entitled to receive the Service Fee (including profits) attributable to omitted Project Services (irrespective of whether or not such services are to be performed by persons other than the Consultant) or any compensation related to such omission. The amount so adjusted shall be calculated and paid together with the payment to be made

against the next Consultant's payment notification (but not earlier than 14 days after the date of submission of all information and documents by the Consultant).

8.5 The Service Fee shall be inclusive of (unless otherwise specified in Schedule 1):

- (i) all facilities, materials, instruments, tools and labour the Consultant considers necessary in relation to the provision of the Project Services;
- (ii) all expenses and disbursements incurred by the Consultant in relation to the provision of the Project Services, except for disbursements which the Owner or the Owner's Representative has agreed in advance in writing to be reimbursable;
- (iii) submission of reports to the Owner or the Owner's Representative in accordance with the provisions of the Contract and actual needs and attendance of meetings with the Owner, including management committee meetings (if applicable), regular meetings, special meetings and general meetings of owners for the Maximum Number specified in Schedule 2 for purposes related to the Project Services including explanation of any inspection report, detailed investigation proposal and discussion of any inspection and repair proposal;
- (iv) all taxes related to the Project Services, except where stated otherwise;
- (v) corresponding adjustments and variations required to be made to the Project Services (regardless whether completed or ongoing) for compliance with the Statutory Requirements or as a result of changes in the policy or procedures of any government departments;
- (vi) necessary services required to perform the Contract but for which there is no written amendment to the Project Services under Clause 3.3, and costs and fees relating to the performance of such services.

8.6 The Owner or the Owner's Representative may set off against any part of the Service Fee payable to the Consultant any amount owing from or liability of the Consultant to the Owner under or in connection with the Contract.

9. **Staff**

9.1 The Consultant shall be responsible for providing the staff necessary and appropriate to perform its obligations under the Contract.

9.2 Without limiting the generality of Clause 9.1, the Consultant shall at least provide the key personnel specified in Schedule 3, and maintain the involvement of such key personnel for the Project Services (until the completion of the Project Services or termination of the Contract, whichever is earlier). The key personnel shall be direct and full-time employees of the Consultant.

9.3 The Consultant warrants to the Owner that all staff assigned by the Consultant to the performance of the Project Services shall be properly qualified, competent and experienced to carry out the respective parts of the Project Services to the performance of which they are assigned by the Consultant. Such staff (including the key personnel set out in Schedule 3) shall invest sufficient time to adequately and properly perform the respective parts of the Project Services which relate to them, such that the Consultant is able to perform its obligations under the Contract in a timely manner.

- 9.4 Should there be any change to any of the key personnel set out in Schedule 3, prior written notice shall first be given to the Owner or the Owner's Representative.
- 9.5 If the Owner or the Owner's Representative by notice in writing to the Consultant objects (but not unreasonably) to any personnel employed or provided by the Consultant in respect of the Project, including for example the key personnel failing to satisfy the Minimum Qualification Requirements, the Consultant shall forthwith upon receipt of such notice remove such personnel from the Project and to cease using such personnel to provide any Project Services.
- 9.6 If any of the situations referred to in Clause 9.4 or 9.5 (as the case may be) occurs, the Consultant shall submit a written proposal within 30 days after the date of the change or vacancy of the personnel is confirmed to designate another suitable and equally or more qualified, competent and experienced personnel to be replaced for the approval of the Owner. If the Consultant fails to provide information regarding the proposed suitable replacement for the Owner's approval within 30 days after the date of the change or vacancy of the personnel is confirmed, the Owner shall be entitled to deduct the corresponding amount of liquidated damages as specified in Schedule 2 from the Service Fee.
- 9.7 The Consultant shall assign a suitable and equally or more qualified, competent and experienced personnel as replacement within 30 days after the date of receipt of the written approval of the Owner or the Owner's Representative. If, within 30 days after the date of receipt of the approval, the Consultant fails to assign a personnel as replacement or the replacement is not properly qualified, competent or experienced, the Owner shall be entitled to deduct the corresponding amount of liquidated damages as specified in Schedule 2 from the Service Fee.
- 9.8 The Owner may consider the liquidated damages referred to in Clause 9.6 or 9.7 (as the case may be) as a debt owed by the Consultant to the Owner and claim against the Consultant for payment. The Owner shall be entitled to claim against the Consultant for any losses suffered in excess of the corresponding liquidated damages resulting from an event of default subject to liquidated damages.

10. **Insurance and Indemnity**

- 10.1 The Consultant shall submit insurance certificates, premium receipts or other proof thereof to the Owner or the Owner's Representative at the time of or before the execution of the Contract, to prove that the Consultant has taken out public liability insurance and professional indemnity insurance, which are effective and continue to be effective, with a limit of indemnity of not less than the amount specified in Schedule 2. The insurance so taken out shall cover liabilities and claims relating to the Project Services.
- 10.2 The Consultant shall indemnify and compensate the Owner for losses caused to the Owner as a result of any of the Project Services provided by the Consultant (including its employees, agents or sub-consultants) being inadequate, negligent, in error or breach, including:
- (i) any material breach on the part of the Consultant, any of its employees, agents or its sub-consultants during the course of performance of their functions, duties and obligations under the Contract, or their failure to perform their functions, duties and obligations under the Contract, or the performance of such functions, duties and obligations under the Contract fails to comply with the terms of the Contract, including any breach of copyrights; or

- (ii) any violation of the laws of Hong Kong by the Consultant or any of its employees, agents or its sub-consultants during the course of performance of their functions, duties and obligations under the Contract.
- 10.3 Upon receipt of any notice or becoming aware of any fault or deficiency relating to the Project Services, the Consultant shall immediately take actions at its own expenses to correct or remedy such fault or deficiency to the satisfaction of the Owner or the Owner's Representative.
- 10.4 If the Owner or the Owner's Representative issues any instruction in writing to the Consultant requiring any correction and the Consultant fails to correct or remedy any breach or deficiency within 14 days after the date of the written instruction, the Owner or Owner's Representative shall be entitled to correct or remedy such breach or deficiency or arrange a third party to carry out the said actions and claim against the Consultant for any costs so arising. The provisions of this Clause 10 shall not affect any right of compensation the Owner may have as a result of any fault or deficiency under the Project Services provided by the Consultant.

11. **Assignment and Sub-contracting**

- 11.1 The Consultant shall not be entitled to assign the whole or any part of its obligations nor to subcontract any of its obligations hereunder to any person without the prior written consent of the Owner or the Owner's Representative.
- 11.2 Notwithstanding that the Owner or the Owner's Representative has consented in writing for the Consultant to assign or sub-contract any obligations under the Contract, the Consultant shall ensure that the assignee or sub-consultant understands and agrees to observe the same obligations and responsibilities the Consultant is required to observe under the Contract and the relevant Statutory Requirements.
- 11.3 The Consultant shall remain primarily liable to the Owner for the performance and observance of the obligations under the Contract notwithstanding that such obligations are to be performed on behalf of the Consultant by any assignee or sub-consultant.

12. **Copyright**

- 12.1 All materials prepared by or for the Consultant in connection with the Project under the Contract (including drawings, designs, art works, reports, studies and documents) (together referred to in this Clause 12 as "**Consultant Prepared Materials**") and copyright in the Consultant Prepared Materials shall, unless otherwise agreed, be and become the sole property of the Owner, and the Owner shall be vested with all rights of ownership therein.
- 12.2 The Consultant agrees not to assert any moral rights in the Consultant Prepared Materials or the Project whether granted pursuant to the Copyright Ordinance (Cap. 528) or any statutory re-enactment or modification thereof or otherwise. However, the Consultant shall not be liable for any use of the Consultant Prepared Materials other than in connection with the Project and the Building. The Consultant may retain for its records one copy of the Consultant Prepared Materials but shall otherwise not make or permit to be made any copies.
- 12.3 The Consultant covenants to indemnify and keep fully and effectively indemnified until the end of a period of 12 years after the date of substantial completion of the last phase of the Project the Owner, its officers, agents and employees (collectively referred to in this Clause as the "**Indemnitees**"), and each of them, from and against any and all claims, losses, costs,

injuries, damages and expenses (including reasonable legal fees and fees of counsel of the Owner's choice) that may be incurred by any of the Indemnitees as a result of, or in connection with, or as a consequence of, or by virtue of the infringement of any copyright, patent, registered design, trade mark, trade name or other intellectual property right arising out of the use of any Consultant Prepared Material.

13. Termination and Suspension of Contract

- 13.1 The Consultant may terminate its engagement only in the event of a material breach by the Owner of its obligations under the Contract which is irremediable or (if remediable) which the Owner shall have failed to remedy within a reasonable time (but not less than 21 days) after the date of receipt by the Owner of a notice in writing from the Consultant specifying the breach and requiring its remedy, in which case the Consultant shall be entitled forthwith by written notice to the Owner to terminate its engagement.
- 13.2 The Owner or the Owner's Representative may forthwith by notice in writing to the Consultant suspend the whole or part of the Project Services. Unless otherwise agreed between both parties, the Consultant's engagement shall be deemed to have been terminated if the Owner or the Owner's Representative does not issue an instruction to the Consultant to resume work within one year after the issue of the instruction to suspend under this Clause.
- 13.3 The Owner or the Owner's Representative may at any time by notice in writing to the Consultant terminate the Consultant's engagement seven days after the date of the notice.
- 13.4 Upon any termination under Clause 13.1 or 13.3 or suspension under Clause 13.2 of the Consultant's engagement, the Consultant shall immediately take steps to cease the provision of the relevant services in an orderly manner with all reasonable speed and economy and upon request shall deliver to the Owner or the Owner's Representative copies of all drawings and other documents in its possession, custody or control (whether in the course of preparation or completed) connected with the Project.
- 13.5 Upon any termination under Clause 13.1 or 13.3 or suspension under Clause 13.2 of the Consultant's engagement, the Owner shall pay to the Consultant such proportion of the Service Fee as is commensurate with the relevant services properly performed by the Consultant up to the date of termination or suspension having regard to all the circumstances surrounding the termination or suspension less the amount of any payment in respect of the Service Fee previously made. Upon resumption of work after a suspension, any payment under this Clause 13.5 shall be on account of any payment subsequently due under Clause 8.
- 13.6 Save as set out above, upon any termination or suspension of the Consultant's engagement or termination of the Contract howsoever arising, the Owner shall not be liable to the Consultant for or in respect of any loss of profit, loss of contracts or other claims, losses or expenses arising out of or in connection with such termination or suspension.
- 13.7 Subject to Clause 13.6, any termination of the Consultant's engagement or of the Contract shall not prejudice or affect the accrued rights (including rights of set-off) or claims that either party may have and the provisions of Clauses 1, 10 to 14, and 19 to 22 shall continue to have effect notwithstanding termination.

14. Ethical Commitments

Confidentiality

- 14.1 Except as necessary for the performance of the Project Services, the Consultant shall not (except with the prior written consent or as instructed by the Owner or the Owner's Representative) disclose the terms and conditions of the Contract or any report, document, specification, drawing, plan, software, data or other particulars furnished by the Owner or any such or similar information generated or produced by the Consultant pursuant to the Contract, to any person other than a person employed or engaged by the Consultant in the course of performance of the Contract, the agent of the Consultant, any approved sub-consultant or accountant of the Consultant, insurer and legal adviser.
- 14.2 Any disclosure to any person, agent, approved sub-consultant, accountant, insurer or legal adviser permitted under Clause 14.1 shall be in strict confidence, and on a "need to know" basis and extend only so far as may be necessary for the purposes of the Contract. The Consultant shall take all necessary measures to ensure that such persons understand the confidentiality and non-disclosure provisions contained in the Contract and shall comply with such obligations. If required by the Owner, the Consultant undertakes to procure for the Owner a confidentiality agreement in a form prescribed by the Owner with those persons referred to in this Clause and to whom any confidential information is to be disclosed.
- 14.3 The Consultant shall take all necessary measures (including by way of a code of conduct or contractual provisions where appropriate) to ensure that its directors (where the Consultant is a company), employees, agents, approved sub-consultant, accountants, insurers and legal advisers are aware of and shall comply with the confidentiality and non-disclosure provisions contained in the Contract. If required by the Owner, the Consultant undertakes to assist the Owner to enter into a confidentiality agreement in a form prescribed by the Owner with any director (where the Consultant is a company), employee, agent, approved sub-consultant, accountant, insurer and legal adviser to whom any confidential information is to be disclosed.
- 14.4 The Consultant shall not without the prior written consent of the Owner publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical or publication accessible by the public or through any electronic medium, any article, photograph, video or illustration relating to the Contract.
- 14.5 The Consultant shall indemnify and keep indemnified the Owner against all losses, liabilities, damages, fees, costs and professional and other expenses of any nature whatsoever the Owner may suffer, sustain or incur (whether direct or consequential), arising out any breach of the provisions under this Clause by the Consultant or any of its directors (where the Consultant is a company), employees, agents, sub-consultants, accountants, insurers or legal advisers.
- 14.6 The Owner is entitled to disclose at any time to the Authority the terms and conditions of the Contract (including the scope of services and the Service Fee) or any report, document, specification, drawing, plan, software, data or such and similar materials generated or produced by the Consultant pursuant to the Contract.

Prevention of Bribery

- 14.7 The Consultant or any of its directors (where the Consultant is a company), employees, agents and sub-consultant (where appropriate) involved in the Contract shall not offer, solicit or accept any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap. 201) or violate any relevant provision under the Prevention of Bribery Ordinance. The Consultant shall also caution its directors (where the Consultant is a company), employees, agents and sub-consultants (where appropriate) against offering, soliciting or accepting any hospitality, entertainment or inducement which could impair the impartiality of the Contract. The Consultant shall take all necessary measures (including by way of a code of conduct or contractual provisions where appropriate) to ensure that its directors (where the Consultant is a company), employees, agents and sub-consultant (where appropriate) are aware of the aforesaid provisions and shall not offer, solicit or accept any advantage and excessive hospitality when conducting business in connection with the Contract.

Conflict of interest

- 14.8 Upon or prior to the execution of the Contract, the Consultant shall declare to the Owner or Owner's Representative in writing any conflict or potential conflict between its personal / financial interests and its duties in connection with the Contract. The Consultant shall at the same time require its directors (where the Consultant is a company), employees, agents and sub-consultants (where applicable) involved in the Contract to similarly declare to the Consultant in writing any conflict or potential conflict between their personal / financial interests with their relevant duties in connection with the Contract. If any conflict or potential conflict is disclosed in a declaration, the Consultant shall immediately take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed, and ensure that its personnel understands the importance of the avoidance of conflict of interest.
- 14.9 The Consultant shall prohibit its directors (where the Consultant is a company) and employees involved in the Contract to engage in any project or work, other than in the performance of the Contract (with or without remuneration), which could create or potentially give rise to a conflict between their personal / financial interests (including those of their immediate family members namely their spouse, parents, children, siblings, grandparents, grandchildren, spouse's parents) and their duties. The Consultant shall also require its agents and sub-consultants (where appropriate) to impose similar restrictions on its employees by way of a code of conduct.
- 14.10 The Consultant shall take all necessary measures (including by way of a code of conduct or contractual provisions (where appropriate)) to ensure that its directors (where the Consultant is a company), employees, agents and sub-consultants (where applicable) are aware of the restrictions contained in the provisions of this Clause 14 and shall not offer, solicit or accept any advantage and excessive hospitality in the performance of any matter in connection with the Contract.
- 14.11 Upon or prior to the execution of the Contract, the Consultant shall submit to the Owner or Owner's Representative a duly signed declaration of ethical commitments in the form set out in Schedule 4. Notwithstanding anything herein contained to the contrary, if the Consultant fails to submit the duly signed declaration of ethical commitments required above, the Owner or Owner's Representative shall be entitled to withhold the Service Fee or any payment until such declaration of ethical commitments is submitted, and the Consultant shall not be entitled to any interest in association with any such payment.

15. Effect of Payment, Consent, Approval and Certificate

15.1 Unless otherwise expressly stated in a supplemental agreement or other document signed by both parties, no payment of the Service Fee by the Owner to the Consultant nor any consent, approval, certificate or act or omission expressed or issued in writing or otherwise by the Owner, the Owner's Representative or any owner of individual unit of the Building and their consultant, employee or agent to the Consultant and its services shall:

- (i) relieve, reduce or affect any obligation or liability of the Consultant under or in relation to the Contract; or
- (ii) constitute a waiver by the Owner of any right or claim (including claims arising from the following reasons) the Owner has or may have against the Consultant:
 - (1) unsettled liens;
 - (2) any fault or deficiency in the Project Services, including non-compliance of the Project Services with the requirements of the Contract (whether apparent before or after completion of the Services); and
 - (3) any breach of the terms of the Contract or any other legal obligation.

16. Notices

16.1 Any notice to be given by any party shall be in writing and shall be sent to the addresses, email addresses or fax numbers (where applicable) for receipt of notices set out in Schedules 2 and 3.

16.2 Any notice may be sent by hand or prepaid post. Where a notice is sent by post, it shall be deemed to have been received 3 days after being posted (subject to proof by postmark); and if it is delivered by hand, email or fax, it shall be deemed to have been received when delivered (subject to proof of delivery).

16.3 If any party wishes to change its address, email address or fax number for receiving notices, it shall give notice thereof in writing to the other party 14 days in advance.

17. Scope of Contract

17.1 The Contract shall constitute the entire agreement between the parties in respect of the Project and shall supersede and extinguish any previous agreements, representations and undertakings.

18. Severability

18.1 If any provision of the Contract is considered ineffective or unenforceable, the remaining provisions of the Contract shall continue to have effect.

19. Governing Law

19.1 The Contract shall be governed by and interpreted according to the laws of the Hong Kong Special Administrative Region.

20. **Dispute Resolution**

- 20.1 Any dispute, controversy, difference or claim arising out of or relating to the Contract, including the existence, validity, interpretation, performance, breach or termination thereof, or any dispute regarding non-contractual obligations arising out of or relating to the Contract, shall first be referred to mediation at the Hong Kong International Arbitration Centre and in accordance with its then current Mediation Rules of the Hong Kong International Arbitration Center¹¹.
- 20.2 If the mediation is concluded with the dispute, controversy, difference or claim being unresolved, then such dispute, controversy, difference or claim shall be referred to and finally resolved by arbitration pursuant to the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre in force when the notice of arbitration is submitted.
- 20.3 The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in Chinese.
- 20.4 All the provisions in Schedule 2 to the Arbitration Ordinance (Cap. 609) shall apply to any arbitration referred under the provisions of this Clause 20.
- 20.5 Each party irrevocably:
- (i) accepts that the award of the arbitration shall be final and legally binding; and
 - (ii) undertakes to fully and promptly execute and perform the award of the arbitration.
- 20.6 Notwithstanding the existence of any dispute, controversy, difference, claim, mediation or arbitration, the parties shall continue to perform their respective obligations under the Contract except in relation to rights and obligations related to the dispute.

21. **Other Contract Disputes**

- 21.1 If any dispute, controversy, difference or claim arises between the Owner and any other consultant or contractor in connection with any other contract relating to the Project and the Owner is of the view that such dispute, controversy, difference or claim concerns the Project Services or the Consultant (a "**Related Dispute**"), the Owner or the Owner's Representative may by notice in writing to the Consultant require either:
- (i) that any dispute in connection with the Contract be referred to any arbitrator or arbitral tribunal (as the case may be) to whom any Related Dispute is referred, and in such case the provisions on appointment of arbitrator or arbitral tribunal under the Domestic Arbitration Rules of the Hong Kong International Arbitration Center referred to in Clause 20.2 above shall not apply; or
 - (ii) that any Related Dispute be referred to any arbitrator or arbitral tribunal to whom any dispute in connection with the Contract is referred pursuant to the Contract,
- and if such arbitrator or arbitral tribunal is willing to act in connection with the relevant disputes, such disputes shall be resolved by arbitration by such arbitrator or arbitral tribunal

¹¹ It is suggested that the parties may try to reach consensus on the choice of mediator through the Joint Mediation Helpline Office. If no consensus can be reached on the choice of mediator, then the matter should be referred to the Hong Kong International Arbitration Center to be further handled in accordance with the Mediation Rules of the Hong Kong International Arbitration Centre.

in accordance with the Contract or the arbitration procedures applicable to the Related Dispute (as decided by the Owner).

22. Third Party Rights

- 22.1 The terms of the Contract do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) and are not intended to be enforceable by any third party. The Contract may be rescinded or varied without the consent of any third party.

Schedule 1: **Scope of Services**

1. General Services

1.1 The Consultant shall provide full professional consultancy services in respect of the Lift Works, including the following:

- (i) carrying out and completing all necessary consultancy services in relation to the Lift Works and to assist the Owner with fulfilling all legal obligations and the agreement made between the Authority and the Owner under LIMSS ("Grant Agreement"), a copy of which is attached at Annex 1 of this Schedule 1;
- (ii) co-operating and collaborating with the Owner or the Owner's Representative on all issues relating to the Project Services in an efficient and effective manner to ensure timely execution and completion of the Project Services and handover to the lift maintenance contractor;
- (iii) assisting the Owner in the tender process for the Lift Works Contract, in particular by preparing the tender documents for the Lifts Works using the e-tendering platform and complying with the terms and conditions of the e-tendering platform in tendering consultancy services in relation to the Lift Works;
- (iv) exercising due skill, care and diligence to administer the Lift Works Contract to ensure the Lift Works are properly and safely executed by the RLC in accordance with the Lift Works Contract; and
- (v) performing the services and obligations and assuming the liabilities as described in this Schedule 1.

2. Details of Services

2.1 The Consultant shall provide professional services to the Owner and submit relevant documents as detailed in this Schedule 1 to the Owner / Owner's Representative for various tasks during the following stages: -

- (i) Before tendering for the Lift Works;
- (ii) Tendering for the Lift Works;
- (iii) Execution of the Lift Works;
- (iv) Substantial completion of the Lift Works; and
- (v) Defects rectification and final completion of the Lift Works

2.2 Before tendering for the Lift Works

2.2.1 The Consultant shall, within 7 days after the date of receipt of the Letter of Acceptance, liaise with the Owner / Owner's Representative to arrange site inspections and meetings in order to:

- (a) identify condition of lift(s) and the outstanding safety devices specified by LIMSS, i.e.
 - (i) Double brake system;
 - (ii) Unintended car movement protection device;
 - (iii) Ascending car overspeed protection device;
 - (iv) Car door mechanical lock and door safety edge;
 - (v) Intercom and CCTV system;
 - (vi) Obstruction switch to protect suspension ropes; and
 - (vii) Automatic rescue devices,

and, submit a written inspection report signed by a Registered Lift Engineer, within 7 days after the date of inspection, to the Owner / Owner's Representative on the findings and recommendations of the outstanding safety devices to be installed in the lifts to fulfil the requirements of the LIMSS;

- (b) inspect the Building and evaluate conditions of the lift machine room and lift shaft, record the conditions of concrete inside the lift shaft, lift pit and lift machine room for each lift by taking a 360-degree video, and submit a written survey report (together with the 360-degree video), signed by a Qualified Building Surveyor (corporate member of the Hong Kong Institute of Surveyors or an equivalent professional institution on building surveying) or Registered Professional Surveyor in Building Surveying; or Qualified Structural / Civil Engineer (corporate member of the Hong Kong Institution of Engineers (Structural or Civil Engineering Disciplines) or an equivalent professional institution on structural/civil engineering); or Registered Professional Engineer in Structural / Civil Engineering, within 7 days after the date of inspection, to the Owner / Owner's Representative on the inspection results and recommendations;
- (c) take measurements of the basic dimensions of the lift shaft for preparation of the tender documents for the Lift Works;
- (d) advise the Owner / Owner's Representative on the scope of Lift Works;
- (e) provide a ballpark estimate cost of both the lift modernisation works and the lift replacement works each with justifications for such estimations to the Owner / Owner's Representative for their budgetary reference; and
- (f) advise the Owner / Owner's Representative in respect of the terms and conditions of the Owner's lift maintenance contracts.

2.2.2 The Maximum Number of inspections and meetings provided by the Consultant at this stage is specified in Schedule 2. The Consultant shall attend the above inspections and meetings during the time of 09:00 to 22:00 from Monday to Saturday (except general holidays as defined in items (b) to (r) of the Schedule attached to the General Holidays Ordinance (Cap 149)) without extra costs to the

Owner. The Consultant shall prepare and submit to the Owner / Owner's Representative the inspection reports and meeting minutes within 7 days after the date of each inspection and meeting.

2.3 Tendering for the Lift Works

2.3.1 The procurement of Lift Works shall be executed by using the e-tendering platform under "Smart Tender" hosted by the Authority. The Consultant shall comply with the terms and conditions of the e-tendering platform (as amended by the Authority from time to time) and ensure that the tender documents prepared comply with such terms and conditions and the Grant Agreement.

Within 14 days upon the confirmation of the scope of Lift Works by the Owner in the Owners' General Meeting ("OGM"), the Consultant shall prepare and complete the tender documents for the Lift Works based on the template on the Authority's e-tendering platform (<https://smarttender.buildingrehab.org.hk/en/index.htm>) with suitable modifications to suit the site conditions and requirements of the Owner. The Consultant shall submit the completed tender documents to the Authority via the Owner / Owner's Representative for completion the tender process. The Consultant shall provide to the Owner any document requested by the Authority in relation to the Lift Contract under LIMSS. If there is any non-compliance on the documents prepared by the Consultant, the Consultant shall re-visit the tender documents and make necessary amendments based on the comments by the Owner. The revised tender documents shall be re-submitted to the Authority via the Owner / Owner's Representative within 7 days after the date of receipt of the Owner's comments.

2.3.2 Within 14 days upon the confirmation of the scope of works by the Owner in the OGM, the Consultant shall submit to the Owner / Owner's Representative the estimated cost of Lift Works with full justifications, supporting information, clarifications and elaborations to substantiate the cost estimation for consideration. The Consultant shall provide to the Owner any document requested by Authority in relation to the Lift Contract under LIMSS.

2.3.3 After the opening of tenders, the Consultant shall check the received tenders and advise the Owner / Owner's Representative of any non-conforming tenders and conduct analysis (e.g. unreasonably low bids (if any), the tenderers' performance ratings of the tenderers concerned, etc.). The Consultant shall, within 7 days after the opening of tenders, submit a detailed tender report with the technical review and price analysis of those tenders to the Owner / Owner's Representative for comments. If comments are received from the Owner, the Consultant shall re-visit the tender report and make necessary amendments based on the comments. The Consultant shall submit the final tender report, endorsed by the Authority to the Owner / Owner's Representative within 7 days upon receiving reply/comments from the Owner. The Consultant shall prepare the tender report in a professional manner so as to avoid or minimise delay to the progress of the Lift Works.

2.3.4 The Consultant shall upon request of the Owner / Owner's Representative attend meetings with the Owner / Owner's Representative and provide guidance and advice to the Owner / Owner's Representative in respect of the appointment of the RLC to carry out the Lift Works and the transitional arrangement of the Owner's lift maintenance contract including any Statutory Requirements applicable to the maintenance of the lifts. The Maximum Number of meetings to be attended by the Consultant at this stage is specified in Schedule 2. The Consultant shall attend the

above meetings during the time of 09:00 to 22:00 from Monday to Saturday (except general holidays as defined in items (b) to (r) of the Schedule attached to the General Holidays Ordinance (Cap 149)) without extra costs to the Owner. The Consultant shall prepare and submit the meeting minutes within 7 days after each meeting.

- 2.3.5 Within 14 days of selection of the RLC by the Owner in an OGM, the Consultant shall prepare the Lift Works Contract documents for execution of Lift Works and submit to the Owner for review and signature. The Consultant shall ensure that the Lift Works Contract documents are consistent with the tender documents for the Lift Works.

2.4 Execution of the Lift Works

- 2.4.1 The Consultant shall provide to the Owner contract administration services for the Lift Works Contract and supervise the RLC to carry out and complete on schedule the Lift Works according to the Lift Works Contract.

- 2.4.2 The Consultant shall coordinate and keep in contact with the Owner / Owner's Representative to report on the progress of Lift Works, estimation and actual variation in value of the Lift Works in accordance with the Lift Works Contract requirements.

- 2.4.3 The Consultant shall conduct site inspections and attend meetings with the RLC and Owner / Owner's Representative in respect of the issues relating to the progress and execution of the Lift Works. The Maximum Number of inspections and meetings to be provided by the Consultant during this stage is specified in Schedule 2. The Consultant shall attend the above inspections and meetings during the time of 09:00 to 22:00 from Monday to Saturday (except general holidays as defined in items (b) to (r) of the Schedule attached to the General Holidays Ordinance (Cap 149)) without extra costs to the Owner. The Consultant shall prepare the inspection reports (each shall be signed by a Registered Lift Engineer), and shall submit individual inspection reports to the Owner within 7 days after each inspection. The Consultant shall prepare the meeting minutes within 7 days after each meeting.

- 2.4.5 The Consultant shall provide technical advice and support to the Owner / Owner's Representative in respect of the technical issues and Statutory Requirements of the Lift Works.

- 2.4.6 The Consultant shall act as the "Contract Administrator" under the Lift Works Contract and assess and certify the RLC's submitted interim payment application in accordance with the payment terms as stipulated in the Lift Works Contract.

- 2.4.7 Other than the situation of imminent danger, the Consultant shall not issue any variation order under the Lift Works Contract to the RLC without obtaining the prior written authorisation from the Owner / Owner's Representative in the form as set out in the Annex 2 to this Schedule 1 ("Sample of Application for Authorization Letter of Variation Order") if the instruction would:

- (i) change the total cost of Lift Works Contract;
- (ii) change the quantities of the Lift Works;
- (iii) change the time necessary to complete the Lift Works; and / or

(iv) affect the quality of Lift Works.

2.4.8 The Consultant shall advise any claim / possible claim of additional fee or extension of time (as the case may be) made by the RLC to the Owner / Owner's Representative as soon as possible and discuss the assessment principle of the claim with the Owner / Owner's Representative and recommend appropriate action and assessment for the Owner / Owner's Representative consideration. Except as otherwise specified in Clause 2.4.7, the Consultant has no authority to agree or authorize any instruction affecting the progress of works, amount of item and estimation without the agreement or authorization by the Owner / Owner's Representative in accordance with the terms and conditions of this Contract.

2.5 Substantial Completion for the Lift Works

2.5.1 After the completion of installation the lift(s) by the RLC, the Consultant shall check and ensure the Lift Works are completed in compliance with the Lift Works Contract requirements and Statutory Requirements (e.g. obtaining Resumption Permit (Form LE8) of EMSD). The Consultant shall also provide technical advice and support to the Owner to enable full commissioning of the lift(s) after the Lift Works.

2.5.2 Within 3 days upon the issuance of Form LE8 by the Electrical and Mechanical Services Department (EMSD) for each lift, the Consultant shall arrange a commissioning inspection by the Owner / Owner's Representative to confirm that all site works are completed properly as well as to issue the Substantial Completion Certificate with completion assessment report for each lift or each Lift Works section (as applicable). The certificate and report shall be issued within 7 days after the inspection.

2.5.3 Upon the substantial completion of the Lift Works, the Consultant shall assist the Owner in preparing and submitting interim grant release application to the Authority in accordance with the Grant Agreement.

2.5.4 The Consultant shall settle the final account with the RLC within 14 days after the issue of Completion Certificate for the Project, which will be issued upon the completion of the last lift/lift work section of the Project.

2.6 Defects Rectification and Full Completion of the Lift Works

2.6.1 If any defects were observed, the Consultant shall issue a list of defects for the RLC to rectify all defects in accordance with the Lift Works Contract requirements until their satisfactory completion.

2.6.2 Within 7 days after the expiry of the Defect Liability Period, if the Consultant is satisfied that all defects rectification works have been duly completed, the Consultant shall certify it by way of a Defects Rectification Certificate to the RLC. Otherwise, the Consultant shall issue a final defect list (if applicable) to the RLC and shall ensure that the relevant defects rectification works will be completed in accordance with the requirements as stipulated in the Lift Works Contract. Each Works Section shall have its own Defects Rectification Certificate.

2.6.3 Within 7 days after the date of Defects Rectification Certificate of the Lift Works or the last works section (as applicable), the Consultant shall issue a Final Certificate to certify that the Lift Works have been entirely completed in accordance with the requirements of the Lift Works Contract.

3. Submissions of Inspection Reports, Meeting Minutes and Documents

- 3.1 Unless otherwise specified by the Owner / Owner's Representative, all inspection reports and minutes of meeting shall be prepared in Chinese. Photographs, plans and other graphical presentations can be included in the reports whenever the Consultant considers necessary and appropriate for better illustration of the findings and recommendations. All reports to be submitted to the Owner / Owner's Representative shall be provided as coloured copies.
- 3.2 If requested by the Authority, the Consultant shall at its own costs provide to the Authority via the Owner any document (coloured copies) in relation to the Lift Contract under LIMSS for processing the grant release. These documents include but are not limited to:
- (i) All signed inspection reports
 - (ii) All signed minutes of meeting
 - (iii) Tender document, tender drawings and specifications for the Lift Works
 - (iv) Tender analysis report
 - (v) Master programme for the Lift Works Contract
 - (vi) Cost estimation with all justifications for the Lift Works
 - (vii) Progress reports for the Lift Works
 - (viii) Schedule of Defects under the Lift Works Contract
 - (ix) Interim Payment Certificates and Final Certificate
 - (x) Documents relevant to contract administration of the Lift Works Contract (Contract Administrator's Instruction, certificates, final account statement, site diary etc.)

4. Staffing Requirements

- 4.1 All team members of the Consultant shall not be employed by any RLC or its subsidiary or holding companies, or the STC for the Project until the completion of the Project Services.

5. Other requirements

- 5.1 The actual scope of Lift Works is subject to the decision of the Owner/Owner's representative and is only confirmed upon award of the Lift Works Contract. No claim by the Consultant in connection with the scope of Lift Works shall be entertained.
- 5.2 The Owner shall have the right to provide to the Authority all documents received from the Consultant under this Contract for processing the grant application.

Annex 1
(Schedule 1 – Clause 1.1(i))
Copy of Grant Agreement¹²

¹² Owner to insert a copy of the Grant Agreement here.

Annex 2
(Schedule 1 - Clause 2.4.7)

Sample of application for authorization letter for variation order

Date:

To : “ _____ (Owner / Owner’s Representative)”

Dear : “ _____ (Person in Charge)”

“ _____ ”
“Name of Building, description of Project Services”

Application for authorization letter of variation order

I / We “ _____ (the Consultant)” is now applying for consent and agreement from “ _____ (all owners of [name of the Building] / Owners’ Corporation)” to issue the following variation order in accordance with Clause “ _____ ” of the Contract:

Description of proposed variation instruction : [_____]

Justification : [_____]

Involved [addition/omission]* of works or works leading to reduction in quality : [_____]

Estimated [addition/omission]* amount to the Lift Works Contract Price : HK\$[_____]

Estimated [increased/decreased]* number of days for the works involved : [_____]

Estimated loss and expense incurred as a result of the [increased/decreased]* number of days for the works involved: HK\$[_____]

The market price of the relevant variation works (carried out by a third party contractor) to be executed within the same varied time period for the works involved as assessed by the Consultant: HK\$[_____]¹³

¹³ This figure is for reference only, and does not mean that the engagement of third party contractor(s) by the Owner would serve or conform with the Owner’s interests or contractual requirements. The Consultant needs to provide evidence supporting its professional assessment and assessed amount (eg quotation), breakdown of the amount and relevant documents.

Signed by [_____] (Name of representative authorized by the Consultant)] for
and on behalf of [_____] (Name of Consultant)]

Signature : _____

Name of Signatory : _____

Position of Signatory : _____

Date : _____

Authorization Letter

I / We based on the analysis and recommendation made by
[_____] (the Consultant)], hereby authorize
[_____] (the Consultant)] to issue the variation
instruction proposed above to [_____] (contractor)] in
accordance with the Contract.

Signed by [_____] (Name of representative authorized by the Owner] for and on
behalf of [_____] (Owners / Owners' Corporation¹⁴ of [name of the Building])

Signature : _____

Name of Signatory : _____

Position of Signatory : _____

Date : _____

Chop of the Owners' Corporation (if applicable): _____

Date : _____

¹⁴ If there is Owner's Incorporation.

Schedule 2 : Information relating to the Project
(to be completed by the Owner)

Remarks : The Owner shall fill in the date / amount / percentage / no. of days and quantity in the [] of this Schedule 2. The number inside [] is for reference only and the Owner can modify such number.

Clause of Conditions of Contract	Description	Information provided by the Owner		
		Milestone No	Service Required to be Completed	Time for Completion
6.1	Milestone Schedule	1	Identify the outstanding required safety devices and submit a written inspection report to the Owner / Owner's Representative in accordance with Clause 2.2.1(a) of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	14 days upon receipt of the Letter of Acceptance
		2	Submit a written survey report and 360-degree video regarding the conditions of the lift machine room, lift pit and lift shaft for each lift to the Owner in accordance with Clause 2.2.1(b) of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	14 days upon receipt of the Letter of Acceptance
		3	Submit the completed tender documents for the Lift Works Contract to the Authority for completion the tender process on the e-tendering platform in accordance with Clause 2.3.1 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	14 days upon the confirmation of the scope of the Lift Works by Owner in the OGM; 7 days upon the final comments / replies received from the Owner / Owner's Representative on the tender documents for Lift Works

Milestone No	Service Required to be Completed	Time for Completion
4	Submit to the Owner / Owner's Representative the Consultant's estimated costs of the Lift Works in accordance with Clause 2.3.2 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	14 days upon confirmation of the scope of Lift Works by the Owner in the OGM
5	Submit the finalised tender report with the endorsement of Authority to the Owner in accordance with Clause 2.3.3 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	7 days after the final comments / replies received from the Owner / Owner's Representative on the tender report
6	Complete the Lift Works Contract documents for the Lift Works in accordance with Clause 2.3.5 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	14 days upon the selection of RLC by the Owner in the OGM
7	Carry out the first site inspection during execution of the Lift Works and submit an inspection report to the Owner in accordance with Clause 2.4.3 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative-	7 days after the first site inspection
8	Carry out the second site inspection during execution of the Lift Works and submit an inspection report to the Owner in accordance with Clause 2.4.3 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	7 days after the second site inspection
9	Submit a commissioning inspection report to the Owner upon substantial completion of Lift Works to the satisfaction of the Owner and assess and certify the final application submitted by the RLC, in accordance with Clause 2.5.2 of Schedule 1 of the Conditions of Contract.	7 days upon the substantial completion of the Lift Works

		<table border="1"> <thead> <tr> <th>Milestone No</th> <th>Service Required to be Completed</th> <th>Time for Completion</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>Issue the Defect Rectification Certificate(s) to the RLC upon the completion of rectification of defects, in accordance with Clause 2.6.2 of Schedule 1 of the Conditions of Contract</td> <td>Within 7 days after the expiry of the Defects Liability Period of each works section of Lift Works</td> </tr> <tr> <td>11</td> <td>Issue the Final Certificate that the Lift Works have been entirely completed, in accordance with Clause 2.6.3 of Schedule 1 of the Conditions of Contract</td> <td>7 days after the date of Defect Rectification Certificate of the Lift Works or the last works section (as applicable)</td> </tr> </tbody> </table>	Milestone No	Service Required to be Completed	Time for Completion	10	Issue the Defect Rectification Certificate(s) to the RLC upon the completion of rectification of defects, in accordance with Clause 2.6.2 of Schedule 1 of the Conditions of Contract	Within 7 days after the expiry of the Defects Liability Period of each works section of Lift Works	11	Issue the Final Certificate that the Lift Works have been entirely completed, in accordance with Clause 2.6.3 of Schedule 1 of the Conditions of Contract	7 days after the date of Defect Rectification Certificate of the Lift Works or the last works section (as applicable)
Milestone No	Service Required to be Completed	Time for Completion									
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6.3	Liquidated Damages for delay to milestone completion	<table border="1"> <thead> <tr> <th>Milestone No</th> <th>Service Required to be Completed</th> <th>LD Amount for delay / Day</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>Submit the completed tender documents for the Lift Works Contract to the Authority for completion the tender process on the e-tendering platform in accordance with Clause 2.3.1 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative</td> <td>[0.5%] of Services Fee as set out in Schedule 3</td> </tr> <tr> <td>9</td> <td>Submit a commissioning inspection report to the Owner upon substantial completion of Lift Works to the satisfaction of the Owner and assess and certify the final application submitted by the RLC, in accordance with Clause 2.5.2 of Schedule 1 of the Conditions of Contract.</td> <td>[0.5%] of Services Fee as set out in Schedule 3</td> </tr> </tbody> </table>	Milestone No	Service Required to be Completed	LD Amount for delay / Day	3	Submit the completed tender documents for the Lift Works Contract to the Authority for completion the tender process on the e-tendering platform in accordance with Clause 2.3.1 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	[0.5%] of Services Fee as set out in Schedule 3	9	Submit a commissioning inspection report to the Owner upon substantial completion of Lift Works to the satisfaction of the Owner and assess and certify the final application submitted by the RLC, in accordance with Clause 2.5.2 of Schedule 1 of the Conditions of Contract.	[0.5%] of Services Fee as set out in Schedule 3
Milestone No	Service Required to be Completed	LD Amount for delay / Day									
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9	Submit a commissioning inspection report to the Owner upon substantial completion of Lift Works to the satisfaction of the Owner and assess and certify the final application submitted by the RLC, in accordance with Clause 2.5.2 of Schedule 1 of the Conditions of Contract.	[0.5%] of Services Fee as set out in Schedule 3									

8	Service Fee Stages	Stage No	Description	Percentage of Service Fee to be paid for each stage
		1	<p>(i) Identify the outstanding required safety devices and submit a written inspection report to the Owner / Owner's Representative in accordance with Clause 2.2.1(a) of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative</p> <p>(ii) Submit a written survey report and 360-degree video regarding the conditions of the lift machine room, lift pit and lift shaft for each lift to the Owner in accordance with Clause 2.2.1(b) of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative</p>	[20%]
		2	<p>(iii) Submit the finalised tender documents for the Lift Works Contract to the Authority for completion the tender process on the e-tendering platform in accordance with Clause 2.3.1 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative</p> <p>(iv) Submit to the Owner / Owner's Representative the Consultant's estimated costs of the Lift Works in accordance with Clause 2.3.2 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative</p> <p>(v) Submit the finalised tender report with the endorsement of Authority to the Owner in accordance with Clause 2.3.3 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative</p>	[40%]

		3	(vi) Complete the Lift Works Contract documents for the Lift Works in accordance with Clause 2.3.5 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative	[10%]
		4	(vii) Carry out the first site inspection during execution of the Lift Works and submit an inspection report to the Owner in accordance with Clause 2.4.3 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative (viii) Carry out the second site inspection during execution of the Lift Works and submit an inspection report to the Owner in accordance with Clause 2.4.3 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative (ix) Submit a commissioning inspection report to the Owner upon substantial completion of Lift Works to the satisfaction of the Owner and assess and certify the final application submitted by the RLC, in accordance with Clause 2.5.2 of Schedule 1 of the Conditions of Contract.	[20%]
		5	(x) Issue the Defect Rectification Certificate(s) to the RLC upon the completion of rectification of defect on the list of defects, in accordance with Clause 2.6.2 of Schedule 1 of the Conditions of Contract, to the satisfaction of the Owner / Owner's Representative (xi) Issue the Final Certificate that the Lift Works have been entirely completed, in accordance with Clause 2.6.3 of Schedule 1 of the Condition of Contract, to the satisfaction of the Owner / Owner's Representative	[10%]

		Conditions of Contract Clause 8.5(iii) and Schedule 1 Clause 2.4 Maximum number of meetings during execution of Lift Works (3 hours each)	[2]	[4]	[6]
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Schedule 3 : Information relating to the Project
(to be completed by the Consultant)

Clause of Conditions of Contract	Description	Information to be provided by the Consultant																																			
8.1	Service Fee	HK\$ [xxxxx] (per [xxx] number of lift(s))																																			
8.4	Additional Services (fixed or hourly rates)	The fixed or hourly rates for the Additional Services are as follows: <table border="1" data-bbox="719 685 1485 2040"> <thead> <tr> <th data-bbox="719 685 836 752">Item</th> <th data-bbox="836 685 1051 752"><u>Description</u></th> <th data-bbox="1051 685 1219 752">Unit</th> <th data-bbox="1219 685 1485 752">Rate (HK\$)</th> </tr> </thead> <tbody> <tr> <td colspan="4" data-bbox="719 752 1485 846"><u>Attending additional meeting as requested by the Owner / Owner's Representative</u></td> </tr> <tr> <td data-bbox="719 846 836 1039">1</td> <td data-bbox="836 846 1051 1039">Project Manager (meeting duration less than 3 hours)</td> <td data-bbox="1051 846 1219 1039">Man / hour</td> <td data-bbox="1219 846 1485 1039"></td> </tr> <tr> <td data-bbox="719 1039 836 1263">2</td> <td data-bbox="836 1039 1051 1263">Assistant Project Manager (meeting duration less than 3 hours)</td> <td data-bbox="1051 1039 1219 1263">Man / hour</td> <td data-bbox="1219 1039 1485 1263"></td> </tr> <tr> <td data-bbox="719 1263 836 1456">3</td> <td data-bbox="836 1263 1051 1456">Technical Officer (meeting duration less than 3 hours)</td> <td data-bbox="1051 1263 1219 1456">Man / hour</td> <td data-bbox="1219 1263 1485 1456"></td> </tr> <tr> <td data-bbox="719 1456 836 1648">4</td> <td data-bbox="836 1456 1051 1648">Project Manager (meeting duration more than 3 hours)</td> <td data-bbox="1051 1456 1219 1648">Time / Meeting</td> <td data-bbox="1219 1456 1485 1648"></td> </tr> <tr> <td data-bbox="719 1648 836 1872">5</td> <td data-bbox="836 1648 1051 1872">Assistant Project Manager (meeting duration more than 3 hours)</td> <td data-bbox="1051 1648 1219 1872">Time / Meeting</td> <td data-bbox="1219 1648 1485 1872"></td> </tr> <tr> <td data-bbox="719 1872 836 2040">6</td> <td data-bbox="836 1872 1051 2040">Technical Officer (meeting duration more than 3 hours)</td> <td data-bbox="1051 1872 1219 2040">Time / Meeting</td> <td data-bbox="1219 1872 1485 2040"></td> </tr> </tbody> </table>				Item	<u>Description</u>	Unit	Rate (HK\$)	<u>Attending additional meeting as requested by the Owner / Owner's Representative</u>				1	Project Manager (meeting duration less than 3 hours)	Man / hour		2	Assistant Project Manager (meeting duration less than 3 hours)	Man / hour		3	Technical Officer (meeting duration less than 3 hours)	Man / hour		4	Project Manager (meeting duration more than 3 hours)	Time / Meeting		5	Assistant Project Manager (meeting duration more than 3 hours)	Time / Meeting		6	Technical Officer (meeting duration more than 3 hours)	Time / Meeting	
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		<p><u>Attending additional inspection requested by the Owner / Owner's Representative</u></p> <table border="1" data-bbox="719 300 1485 528"> <tr> <td data-bbox="719 300 836 427">7</td> <td data-bbox="836 300 1050 427">Assistant Project Manager</td> <td data-bbox="1050 300 1219 427">Per lift</td> <td data-bbox="1219 300 1485 427"></td> </tr> <tr> <td data-bbox="719 427 836 528">8</td> <td data-bbox="836 427 1050 528">Technical Officer</td> <td data-bbox="1050 427 1219 528">Per Lift</td> <td data-bbox="1219 427 1485 528"></td> </tr> </table>	7	Assistant Project Manager	Per lift		8	Technical Officer	Per Lift	
7	Assistant Project Manager	Per lift								
8	Technical Officer	Per Lift								
<p>9.2, 9.5 and 9.6</p>	<p>Minimum Qualification Requirements of the key personnel to be provided by the Consultant</p>	<p>(i) <u>Project Manager – [name]</u> <u>[1 no. of Registered Professional Engineer]</u></p> <p>[Registered Professional Engineer in mechanical engineering, marine and naval architecture engineering, electrical engineering, electronics engineering, building services engineering, or control, automation and instrumentation engineering, with at least 8 years post-qualification working experience* in electrical and mechanical engineering / building services engineering or related fields, preferable have experience in lift modernisation, lift replacement, lift maintenance works or lift installation.]</p> <p>(ii) <u>Assistant Project Manager – [name]</u> <u>[1 no. of Registered Lift Engineer]</u></p> <p>[Registered Lift Engineer registered under the Lifts and Escalators Ordinance (Cap. 618) with at least 4 years post-qualification working experience* in the lift industry, preferable have experience in lift modernisation, lift replacement, lift maintenance works or lift installation.]</p> <p>(iii) <u>Project Supervisor – [name]</u> <u>[1 no. of Qualified Technical Officers]</u></p> <p>[Qualified Technical Officers, with qualifications of higher certificate or above in electrical, electronic, marine, mechanical, or building services engineering from Hong Kong Polytechnic University or Hong Kong Institute of Vocational Education / technical institute / technical college, or equivalent, and with at least 3 years post-qualification working experience* in electrical and mechanical engineering / building services engineering or related fields, preferable have experience in lift modernisation, lift replacement, lift maintenance works or lift installation.]</p> <p>* Post qualification working experience means experience gained after being qualified as a corporate member of the corresponding professional institution/educational institute mentioned above.</p>								

Schedule 4: Declaration of Ethical Commitments

Declaration of Ethical Commitments

To: _____ (the "Owner")
[Name of Owners' Corporation / Owner(s) of (name of the Building)]

Re: The Articles of Agreement for consultancy services for Lift Works at
_____ (the "Articles of Agreement")
[Name and address of the Building]

In accordance with the Ethical Commitments clauses in the Contract (as defined in the Articles of Agreement):

1. I/We (the "**Consultant**") confirm that the Consultant has complied with the following provisions and have ensured that the Consultant's directors, employees, agents and sub-consultants (where applicable) are aware of the following provisions:
 - (i) prohibiting the Consultant or its directors, employees, agents and sub-consultants (where applicable) involved in the Contract from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance (Cap. 201), any hospitality, entertainment or inducement which could impair the impartiality of the Contract or any advantage and excessive hospitality when conducting business in connection with the Contract;
 - (ii) requiring its directors, employees, agents and sub-consultants (where applicable) involved in the Contract to declare to the Consultant in writing any conflict or potential conflict between their personal / financial interests (including those of their immediate family members namely their spouse, parents, children, siblings, grandparents, grandchildren, spouse's parents) with their relevant duties in relation to the Contract. If any conflict or potential conflict is disclosed in a declaration, the Consultant shall immediately take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
 - (iii) declaring to the Owner in writing any conflict or potential conflict between the Consultant's personal / financial interests and its duties in relation to the Contract. If any conflict or potential conflict is disclosed in the declaration, the Consultant shall immediately take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict or potential conflict so disclosed;
 - (iv) prohibiting its directors and employees (where applicable) involved in the Contract to engage in any project or work, with or without remuneration, which could create or potentially give rise to a conflict between their personal / financial interests and their duties in connection with the Contract; and requiring the Consultant's agents and sub-consultants (where applicable) to do the same; and
 - (v) taking all measures as necessary to protect any confidential / privileged information or data entrusted to the Consultant by or on behalf of the Owner from being divulged to a third party other than those allowed in the Contract.

2. The Consultant further confirms that the Consultant has ensured that its accountants, insurers and legal advisers (where applicable) are aware of the confidentiality provisions of the Contract requiring the Consultant to take all measures as necessary to prevent any third party (other than those permitted under the Contract) from obtaining any confidential / privileged information or data entrusted to the Consultant by or on behalf of the Owner.

If the Services Agreement is entered into in the name of an individual, sign and complete the following:

[signature]

[name]

[date]

If the Services Agreement is entered into in the name of a company / organisation, sign and complete the following:

[Signature of the company's authorized representative and seal of the company]

[Name of company, name and title of authorized representative]

[date]

Delete as appropriate.

Part E: Sample Form of Letter of Acceptance

Letter of Acceptance

To: [Name of Tenderer]

Re: Consultancy services for Lift Works at

[Name and address of the Building]

We are pleased to inform you that the tender dated [] submitted by you (including subsequent correspondence between you and us in connection with the corrections, clarifications or supplementary information relating to the tender documents issued by us and correspondence in relation to the tender submitted by you) has been accepted. We will execute the Articles of Agreement with you within [**14**] days from the date of this Letter of Acceptance in the form set out in Part D of the Tender Documents.

[Name and signature of the Procurer]