



Dear Sir / Madam,

28th December 2019

Invitation to Tender:
Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)

1. You are invited to submit a lump sum fee proposal in Hong Kong Dollars for the Quantity Surveying Consultancy Services for Ying Wa Module Community (MiC) as specified in this tender document.
2. Your tender proposal, in copies specified in the tender, should be submitted in two separate sealed envelopes labelled with **"Technical Proposal for QS Services for Ying Wa Module Community"** and **"Fee Proposal for QS Services for Ying Wa Module Community"**
3. Please note that the envelope labelled with "Technical Proposal" shall NOT include any pricing details. Failure to do so will render the tender null and void. The tenderer shall submit FIVE (5) hard copies in a sealed envelope marked "Technical Proposal" and TWO (2) hard copies of the fee proposal in a separate sealed envelope marked "Fee Proposal" clearly indicating the tenderer's name and tender title. In the event of discrepancies between original and electronic versions of the Tender Submission, the former shall prevail.
4. The tenderer shall deposit two separate sealed envelopes with labels as specified below into the tender box located 3/F, 52 Princess Margaret Road, Ho Man Tin, Kowloon, Hong Kong not later than 12:00 noon on **10/1/2020**. The opening hours of the tender box are 10:30 a.m. to 6:00 p.m. (Monday-Friday). Late tenders will **NOT** be considered.
5. In the event a typhoon signal No.8 or above or a black rainstorm warning is hoisted between

9:00 a.m. and 12:00 noon on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.

6. You are required to confirm in your tender submission letter that you agree to abide by your Tender Proposal for a period of **120** days from the due date for submission of Tender Proposal and it shall remain binding upon you and may be accepted at any time before the expiry of that period.
7. You shall submit a required document and appendix according to notes to tenderers. Materials submitted shall be signed by a person authorized to sign on the consultant's behalf. The invited tenderers who decided to decline to bid should return the signed reply form at Appendix F for our record.
8. Should the tenderer for any reason whatsoever be in doubt about the precise meaning of any item or figure contained in the tender documents, he/she shall seek clarification from SoCO in order that the correct meaning may be decided before the date for submission of tenders.

Any query in connection with the enclosed documents and drawings shall be directed to Miss Jennie Chui/ Mr. Gordon Chick via 2725-3165.

Yours sincerely,



Director of The Society for Community Organization
Ho Hei Wah, BBS, JP

Invitation to Tender:
Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)

List of Tender Documents

	Page
1. Conditions of Tender	4-12
2. Appendix to Conditions of Tender	
Appendix A – Details for Submission of Tender	13-15
Appendix B – Anti-collusion warranty	16-17
Appendix C – Form of Tender	18-19
Appendix D – Fee Proposal	20-22
Appendix E – Tender Evaluation Procedures and Criteria	23-25
Appendix F – Reply Slip for Declining Bid	26
Appendix G – Confirmation Letter for Statement of Confidentiality	27
Appendix H – Certificate of Insurance	28-29
3. Project Brief	30-34
4. Scope of Services	35-38
5. Memorandum of Agreement	39-42
6. General Conditions of Employment	43-58
7. General Conditions of Contract and Guidelines for Works or Services	59-64

**Conditions of Tender for Provision of
Quantity Surveying Consultancy Services
for
Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Notes to Tenderers

1.1 All tenderers shall read the instructions contained in this Conditions of Tender carefully prior to preparing their tender submissions. Any tender submission, which does not follow these instructions is deemed to be incomplete and may be disqualified.

1.2 The tender documents consist of:

- a) Conditions of Tender;
- b) Appendices to Conditions of Tender;
- c) Project Brief and its Appendix;
- d) Memorandum of Agreement;
- e) General Conditions of Employment;
- f) General Conditions of Contract

2. Invitation

2.1 Tenderers are invited by The Society for Community Organization (hereinafter referred to as the "SoCO") to submit proposal and bid for Provision of Quantity Surveying Consultancy Services at Ying Wa Street, Cheung Sha Wan for The Society for Community Organization (SoCO). Further details are given in the Project Brief and its Appendices.

2.2 The tender shall be submitted in accordance with the Conditions of Tender.

2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and SoCO will form part of the contract.

3. Tenderers' Response to SoCO's Enquiries

3.1 In the event that the SoCO determines that clarification of any tender is necessary, it will advise the tenderer to supplement its tender. Unless otherwise specified in the request for clarification, the tenderer shall thereafter have 3 working days to submit such requested information. Any clarification made shall be at the tenderer's own cost and expense.

4. Completion of Tender

4.1 The tenderer is required to submit all information specified. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. Should the tenderer fail to submit this letter with his tender, his tender will not be considered.

4.2 If SoCO's participation is required, the tenderer should clearly state the details and the expected resources, skills, level of participation, responsibilities, and duration.

4.3 The tenderer shall state in his proposals the implementation plan of delivering the deliverables as described in the Project Brief and its Appendix.

4.4 The tenderer must submit his offer in Hong Kong Dollars. OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.

a) The tenderer is required to submit the completed Form of Tender as Appendix A requested.

b) In addition, the tenderer is required to submit the Fee Proposal using the prescribed form provided in Appendix A of the Conditions of Tender. There shall be no adjustment for any price fluctuations; and

c) The tenderer should ensure that the fee quoted is accurate before submitting the tender. Under no circumstances will the SoCO accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.

4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in Appendix A of the Condition of Tender and the letter annexed in Appendix B and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as "technical proposal") in one envelope and the completed Form of Tender using the prescribed form provided in Appendix C of the Conditions of Tender and the Fee Proposal using the prescribed form provided in Appendix D of the Conditions of Tender (collectively known as "fee

proposal”) in a separate envelope. Failure to do so will render the tender void.

4.6 SoCO will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.

4.9 SoCO may reject a tender which is unreasonably low in terms of price and may therefore affect the tenderer’s capability in carrying out and complete the services and delivering the deliverables in accordance with the Project Brief and its Appendices.

4.10 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.

4.11 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.

4.12 SoCO is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender. SoCO reserves the right to accept or omit any individual item or whole section of a tender without price alteration to the items or sections accepted. The tenderer hereby acknowledges that there will not be any loss of profit claim as a result of the reduction in the scope of works.

4.14 SoCO reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.

4.13 Tenderer should ascertain the prices quoted are accurate before submitting his tender. Under no circumstances will SoCO accept any request for price adjustment due to any mistake made in the tender prices.

4.14 SoCO shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the SoCO as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.

4.15 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.

4.16 The tendered sum will be regarded as a lump sum tender and will not be amended for errors found in the examination of tenders.

4.17 Should examination of a tender reveal errors of such magnitude as in the opinion of SoCO would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender.

4.18 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform SoCO at once and have the same rectified.

4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the SoCO in order that correct meaning may be decided before the date for submission of tender.

4.19 No liability will be admitted, nor claim allowed in respect of errors in the tenderer's tender due to mistakes in the tender documents which should have been rectified in the manner described above.

4.20 Tenderer shall be deemed to be in possession of a valid business registration certificate and, if necessary, be registered with the relevant authority authorizing him to carry out the works described in the tender documents.

4.21 Tenderer shall comply with the SoCO's General Conditions of Contract and Guidelines for Works or Services. The tender price shall deem to be included all cost incurred.

4.22 Any qualification of tender or of the tender documents may cause the tender to be disqualified.

4.23 No unauthorized alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered.

4.24 The tenderer shall strictly comply with the following anti-collusion clause: (1) (a) Subject to sub-clause (2) of this Clause, the tenderer shall not communicate to any person other than SoCO the amount of the tender price or any part thereof until the tenderer is notified by the SoCO of the outcome of the tender exercise. (b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process. (c) Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.

(2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with: (a) his own insurers or brokers to obtain an insurance quotation for computation of tender price; (b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and (c) his bankers in relation to financial resources for the Contract

(3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. The signatory to the letter shall be a person authorized to sign SoCO contracts on the tenderers' behalf.

4.25 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of SoCO. Any breach of the clause by the tenderer shall, without affecting the tenderer's liability for such breach, invalidate his tender.

4.26 The Items marked as 'Mandatory Requirements' are particulars that MUST be submitted under the Technical Proposal. In the event that a tenderer does not meet the mandatory

requirements in the tender submission, his tender may not be considered for tender evaluation.

5 Tender Interview

5.1 During the tender evaluation stage, the tenderer may be requested to attend a tender interview which shall be held before End of January 2019 (exact date to be confirmed) to present his tender proposals. Upon receipt of a request from the SoCO, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Project Brief and its Appendix.

5.2 The presentation shall be set up with the tenderer's own resources and expenses, SoCO shall not bear any costs associated with the presentation.

5.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in the Project Brief and its Appendix and an outline programme for completing the assignment.

5.4 Each interview presentation should be no longer than 20 minutes, including a 10 minutes questions and answers session.

5.5 Tenderers shall note that their tender proposals, presentations and responses to the Employer's queries in connection with the tender will also be taken into account in determining whether the lowest tenderer is capable of undertaking the contract.

6 Tender Evaluation

6.1 Tenderers shall note that their tender proposals, presentations and responses to SoCO's queries in connection with the tender will be assessed in accordance with the tender evaluation procedures and criteria specified in the Conditions of Tender.

7 Tenderer's Commitment

7.1 SoCO may after tender closing, invite the Tenderer to submit further clarification or information. However, SoCO will not consider any clarification or information submitted by a tenderer after close of tender irrespective of whether or not the clarification or information is submitted at the invitation of the Employer if such clarification or information would alter the tender in substance or give the tenderer an advantage over the other tenderers.

7.2 All information and responses from the tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the tenderer and may be incorporated into and made part of the Contract between SoCO and the successful tenderer.

7.3 SoCO reserves the right to disqualify any tender that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned on the Project Brief and its Appendix.

7.4 Tender shall remain valid and open for acceptance for 120 days after the tender closing date.

8. Amendments

8.1 SoCO reserves the right to amend or withdraw the Project Brief and its Appendix before acceptance of a tender.

8.2 SoCO may issue Tender Addendum and / or Replies to Tender Queries no later than 7 days before tender closing if SoCO found it necessary.

9 Award of Contract

9.1 The successful tenderer will receive a letter of acceptance as an official notification of acceptance. Unless and until a formal contract agreement is prepared and executed, this letter of acceptance together with the tender submission shall constitute a binding contract between

the successful tenderer and the Employer. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.

9.2 The Employer reserves the right of not awarding the contract after receipt of submissions by the tenderer. The Employer does not bind itself to accept any tender irrespective of whether the tender is the lowest offer. In addition, the Employer will reject bids which are considered to have been priced unreasonably low.

10. Variation

10.1 The Employer may, at any time during the contract period by notice of writing, direct the consultant to alter, amend, omit, add to, or otherwise vary any of the work items stated in the Contract and the consultant shall carry out such variations. The contract sum will be adjusted accordingly if required.

11. Enquiries

11.1 In case the tenderer has any tender enquiries or/ and tender clarification queries, he/she should submit in writing to SoCO with details

Miss. Jennie Chui / Mr. Gordon Chick

Community Organizer

1B, Hai Tan Mansion,

149 Hai Tan Street,

Sham Shui Po, Hong Kong

Email: soco@pacific.net.hk

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

1. The tenderer is required to provide all details (included in Technical Proposal) as described therein.

1. Tenderer's Staff Resources

1.1 Organization of Proposed Project Team

1.1.1 The tenderer shall submit:

(a) Company's profile, background and expertise;

(b) An organization chart indicating the proposed project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Project Brief and its Appendix.

1.2 Qualifications of Proposed Project Team Members

1.2.1 The project team members shall possess the required qualifications, professional knowledge and relevant experience to supply the Deliverables as outlined in the Project Brief and its Appendix.

1.2.2 The project team proposed in the tender submission shall form part of the Agreement. The tenderer shall provide the details included but not limited to the following information of proposed project team members in the tender submission:

a) Name b) Post / Title in this Project c) Core Team Member (Yes/No) d) Language (Chinese/English/Both) e) Project knowledge and Years of Relevant Experience f) Qualifications g) Duties and Responsibilities in the Assignment

1.2.3 The manning schedule is to be filled in by the Consultant. It shall include the names and positions of the proposed key personnel of the Consultant for the Service

2. Tenderer's Track Record & Project Reference

2.1 The tenderer is required to provide a full list of project references undertaken in the past 5 years (as of the tender closing date) for projects similar scale, giving the details by adhering to the submission format as specified in Section 2.2 below.

2.2 The tenderer shall submit a list of relevant project references in the following format with support of copies of job references or recommendation letters from previous clients.

2.3 In case the tenderer is unable to disclose of track record and project reference due to the signing of confidentiality agreement with its previous clients, please specify in the tender submission accordingly. In this circumstance, the tenderer will be asked to describe this information to the Assessment Panel during the tender interview.

3. Project Approach and Requirements

3.1 The tenderer is required to demonstrate his capabilities in the following areas for fulfillment of the project approach and technical requirements and to present all the deliverables outlined in the Assignment Brief: (a) Initial cost advice and feasibility studies (b) Budget estimating (c) Cost planning (d) Procurement and contractual advice (e) Preparation of tender and contract documentation (f) Tender analysis, negotiations and selection (g) Tender reports and recommendations (h) Cost control & reporting during the construction stage (i) Valuing and agreeing contract variations (j) Valuation of work in progress (k) Payment recommendation (l) Negotiating & agreement of final accounts

3.2 The tenderer shall also include sub-sections on:

(a) Identification of key issues (b) Appreciation of project constraints and special requirements (c) Consultant's approach to achieve the targets by the key dates (d) Arrangements for co-ordination, particularly the communications and partnering with the SoCO and its consultants. (e) Arrangements for communicating and working together with SoCO's contractor(s) to commence and complete the tasks under the Assignment within the required times and achieving the targets by the key dates.

3.3 The tender shall refer to the other requirements laid down in the Project Brief of the tender document.

4. Documents and Information to be submitted by the Tenderer

4.1 The tenderer is required to provide the following documents and information as described in the tender documents:

Technical Proposal:

- (a) Organisation of Proposed Project Team
- (b) Qualifications of Proposed Project Team
- (c) Tenderer's Track Record & Project Reference
- (d) Work approach to fulfill the technical requirements and deliver all Deliverables outlined in the Project Brief
- (e) Project execution in accordance with agreed cost estimate
- (f) Provision of advice on project cost including alternative design, construction sequence, materials
- (g) Contractual / commercial advice including tender document review, rates assessment
- (h) Value of project work and payment recommendation
- (i) Analysis of final accounts
- (j) A duly completed Standard Letter for complying with Anti-Collusion Clause
- (k) All documents mentioned in the Technical Assessment Marking Scheme

Fee Proposal:

- (a) Form of Tender
- (b) Fee Proposal

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Anti-collusion warranty to be signed and submitted by the tenderer

To: The Society for Community Organization (SoCO)

Anti-collusion Warranty

1. By submitting a tender, the Tenderer represents and warrants that in relation to the invitation of tender of **Quantity Surveying Consultancy Services at Ying Wa Street, Cheung Sha Wan for The Society for Community Organization** to provide Module Community Housing.

(i) it has not communicated and will not communicate to any person other than the Employer the amount of any tender price;

(ii) it has not fixed and will not fix the amount of any tender price by arrangement with any person;

(iii) it has not made and will not make any arrangement with any person as to whether it or that other person will or will not submit a tender; and

(iv) it has not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

2. In the event that the Tenderer is in breach of any of the representations and/or warranties in Clause (1) above, the Employer shall be entitled to, without compensation to any person or liability on the part of the Employer:

(i) reject the tender;

(ii) if the Employer has accepted the tender, withdraw its acceptance of the tender; and

(iii) if the Employer has entered into the contract with the Tenderer, terminate the contract.

4. A breach by a Tenderer of any of the representations and/or warranties in Clause (1) may prejudice its future standing as an Employer's supplier or service provider.

5. Clause (1) shall have no application to the Tenderer's communications in strict confidence with its own insurers or brokers to obtain an insurance quotation for computation of the tender price, or with its professional advisers, and consultants or sub-contractors to solicit their assistance in preparation of tender submission. For the avoidance of doubt, the making of a bid by a bidder to the Employer in public during an auction will not by itself be regarded as a breach of the representation and warranty in Clause (1)(i) above.

6. The rights of the Employer under Clauses (2) to (4) above are in addition to and without prejudice to any other rights or remedies available to it against the Tenderer.

Authorised Signature & Company Chop	:	_____
Name of Person Authorised to Sign (in Block Letters)	:	_____
Name of Tenderer in English (in Block Letters)	:	_____
Date	:	_____

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Form of Tender

To: The Society for Community Organization (SoCO)

1. Having visited the Site and examined the Conditions of Tender, Appendices to Conditions of Tender, Project Brief, Memorandum of Agreement, General Conditions of Employment, and SoCO's General Conditions of Contract and visited the Site and examined the Conditions of Tendering, Memorandum of Agreement, I/we offer to provide the Services in accordance with the Conditions of Tendering, Memorandum of Agreement, Conditions of Engagement, Special Conditions of Engagement, Project Brief, Schedule of Services, Schedule of Fees, appendices, schedules and tables for the total fixed lump sum as provided in Schedule of Fees and Fees for the Services to the Conditions of Engagement.
2. I/We confirm that my/our tender has taken into consideration all tender addenda issued to us prior to the deadline for tender submission.
3. I/We agree to abide by this tender and not to withdraw it for a period of 120 calendar days from and including the tender closing date and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.
4. Subject to Clause 3 above, this tender together with the written acceptance thereof by SoCO shall constitute a binding contract.
5. I/We understand that SoCO is not bound to accept the lowest or any tender.

(Authorized Signature with Company Chop)

Name of the Tenderer: _____

Date: _____

Signature_____

In the capacity of _____Duly authorized to sign tenders for and on
behalf of *

Registered Address of the Firm

Date _____

Witness _____

Date _____

Business Registration Certification No.

Name of Partner(s) Residential Address of Partner(s)

* In the cases of a (a) Limited Company or (b) Partnership or unincorporated body, (a) the name of the Company or (b) the name(s) of the partner(s) must be inserted in the space provided above.

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Fee Proposal Form

To: The Society for Community Organization (SoCO)

- (1) The Consultant shall be paid a Lump Sum fee of HK\$ _____ for the provision of all services and all expenses incurred in connection with the carrying out and satisfactory completion of the Assignment as detailed in the Project Brief and its Appendix.
- (2) Upon award of the Contract, the Schedule of Rates shall be deemed to be the provided schedules and will not be subject to remeasurement or adjustment whatsoever otherwise than in accordance with the expressed provisions of the terms of the Contract.
- (3) The total of the Schedule must agree with the amounts carried to the Summary of Tender. Any items which are included in the Schedule but shown on the drawings or described in the specifications under the tender documents shall be deemed to have been included in the tender figures. The rates in the Schedule shall be used for the valuation of variations ordered by the Employer, but the quantities referred to in the Schedule shall not form part of the Contract Documents.
- (4) The proposed lump sum fee at fixed term shall include all associated expenses, including office expenses (including lithography, printing, photocopying and binding of documents and drawings necessary for preparation, implementation and completion of the Service that should have been included in the Lump Sum fee), all expenses for postage, courier, delivery and communication etc.
- (5) Upon receipt and acceptance of the Deliverables for each Payment Stage / Date by SoCO with satisfaction and upon the submission of invoices to the SoCO by the Consultant, the Consultant shall be paid in accordance with the following payment schedule within 60 days of the receipt of the invoices subject to verification of the invoice.
- (6) The percentages of payment do not imply or indicate the relative or absolute amount of resources and expenses to be spent by the Consultant to produce the concerned deliverables and to complete the tasks and services

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Fee Proposal Form (con't)

The following is the breakdown of Services

Fee Basis: Lump Sum

Proposed Fee:

HK \$ _____

Total Fee

HK \$ _____

(Note: The proposed lump sum fee at fixed term shall include all associated expenses, including office expenses (such as printing, copying, binding and electronic media) Upon receipt and acceptance of the Deliverables for each Payment Stage / Date by the SoCO with satisfaction and upon the submission of invoices to the SoCO by the Consultant, the Consultant shall be paid in accordance with the following payment schedule within 60 days of the receipt of the invoices subject to verification of the invoice.

Payment Schedule

Interim payments on account for the fee stipulated of this Schedule of Fees in respect of each identified partial service shall be made in accordance with the following payment schedule:

<u>Description</u>	<u>% of Fee</u>
Upon completion of the first detailed cost plan according to detailed design and foundation	5
Upon completion of the recommendation of the procurement strategy of approved works contracts by SoCO	5
Upon completion of cost plans/estimates in approximate quantities and cost studies of alternative design solutions	5
Upon completion of tender documents for contractors and issuance for tender	10
Upon approval of tender report for the contract	10

Upon award of Design and build contractor and/or other nominated sub-contracts and/or separate contracts and completion of contract documentation	10
During construction (payable at quarterly intervals based on certified value of work done) (around 12 months)	45
Upon agreement and settlement of final accounts for main contract and nominated sub-contracts and/or separate contracts	10
Total:	100%

The proposed lump sum fee at fixed term shall include all associated expenses, including office expenses (such as printing, copying, binding and electronic media copying of tender and contract documents, etc.), all expenses for postage, courier, delivery and communication.

Name of Company : _____
Signature of Person Authorized : _____
to Sign for the Proposal* : (with company chop)
Address : _____
Tel No. : _____ Fax No. : _____
Email : _____
Date : _____

The percentages of payment do not imply or indicate the relative or absolute amount of resources and expenses to be spent by the Consultant to produce the concerned deliverables and to complete the tasks and services.

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Tender Evaluation Procedures and Criteria

1. INTRODUCTION

1.1 A two-envelope approach is adopted for tender submission, i.e. Tenderer should submit the technical proposal including all information specified in Appendix A of the Conditions of Tender and, and the letter annexed in Appendix B and the Conditions of Tender in one envelope and the fee proposal comprising the completed Form of Tender using the prescribed form provided in Appendix C of the Conditions of Tender and the Fee Proposal using the prescribed form provided in Appendix D of the Conditions of Tender in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.

1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.

1.3 The pre-determined weights for technical and fee assessments are 60% and 40% respectively.

1.4 If the technical assessment mark in Table 1 below is less than 50% of the maximum marks, the tender proposal will be rejected and will NOT be further assess, and its fee proposal envelope will NOT be opened.

1.5 The rejected tender proposal will NOT be included in the weighted technical assessment score formula in Clause 2.2 and the weighted fee assessment score formula in Clause 3.2 below. SoCO reserves its right to cancel this tender exercise and re-tender thereof without further notice to the tenderer.

1.6 An assessment will be conducted by SoCO advisory board for tender evaluation. The proposal received will be evaluated in accordance with the requirements in this Appendix.

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Tender Evaluation Procedures and Criteria (con't)

2. TECHNICAL EVALUATION

Table 1 – Technical assessment marking scheme

	Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
1.	Tenderer's profile, background and expertise (10%)		10%
2.	Job reference of the Tenderer in carrying out similar project nature and scale. (10%)		10%
3	Proposed composition and organization of project team with qualifications, experience and capability of team members in carrying out similar project. (30%) The following sub-criteria shall be considered: (a) Organisation of Proposed Project Team (10%) (b) Qualification, Experience and Capability of Proposed Project Team (10%) (c) Relevant Experience on similar projects (10%)		30%
4	Project approach and requirements to fulfill the objectives and carry out and complete all the tasks described in the Project Brief and its Annex (50%) The following sub-criteria shall be considered: (a) Budget Estimating and Cost Planning (10%) (b) Contractual Advice and Tender Related Issue (10%) (c) Cost Control and Reporting (10%) (d) Contract Variations (10%) (e) Payment and Final Accounts (10%)		50%
	Total		100%

2.1 Detailed evaluation of the technical proposal including all information specified in Appendix A of the Conditions of Tender shall be made in accordance with the assessment criteria described in Table 1.

2.2 The weighted technical assessment score of a tender shall be determined in accordance with the following formula:

$$60 * \frac{\text{Technical assessment mark of the subject tenderer}}{\text{Highest technical assessment mark of all tenders}}$$

3. FEE EVALUATION

3.1 Tender fee for evaluation shall be the lump sum calculated based on the Estimated Works Value stated and the Proposed Percentage quoted in Appendix D - Fee Proposal of the Conditions of Tender.

3.2 The weighted fee assessment score of the tender proposal shall be worked out in accordance with the following formula:

$$40 * \frac{\text{Lowest total lump sum fee of all tenders submitted}}{\text{Total lump sum fee submitted by the subject tenderer}}$$

4. CALCULATION OF COMBINED SCORES

4.1 The combined assessment score of a tender proposal shall be the sum of the weighted technical assessment score and the weighted fee assessment score

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Reply Slip for Declining Bid

To: The Society for Community Organization (SoCO)

With reference to your tender invitation (Tender Closing Date: 10/1/2020), I/we regret that I am/we are unable to bid due to the following reason(s):

(Please tick against the box(es) where applicable)

Inadequate time to prepare tender proposal. Suggested timeframe for proposal preparation:

_____ days

Invitation document contains insufficient details.

Work scope too broad.

Work scope too narrow.

Not interested in this type of service.

Working at full capacity at the moment.

Cannot meet project time schedule.

Requirements / Specifications too restrictive.

Others (please specify):

Note: 1) Please return the completed reply slip to fax no: 2720 4165 no later than 12:00 p.m. on 10/1/2020.

Authorised Signature & Company Chop : _____

Name of Person Authorised to Sign (in Block Letters) : _____

Name of Tenderer in English (in Block Letters) : _____

Date : _____

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Confirmation Letter for Statement of Confidentiality

Statement of Confidentiality

We advise you that in reading this document you have agreed to certain confidentiality conditions. Information provided in this document is for the express purpose of allowing you to prepare a response. This information is NOT to be used for any other purposes nor disclosing to anyone not directly involved in the preparation of your response, or outside your company

This obligation of confidentiality must be maintained unless or until the information falls into the public domain (other than by your fault) or we give you express, written permission to disclose it.

You must return all copies of the document and notes made on the information contained in the document to us immediately upon our request.

You are required to confirm in writing that you will abide by these confidentiality conditions and will assume responsibility for any employee, agent, contractor or others that you necessarily disclose information to in preparing your response.

Confirmation

To: The Society for Community Organization (SoCO)

We have read the above and confirm that we will abide by these confidentiality conditions and will assume responsibility for any employee, agent, contractor or others that we necessarily disclose information to in preparing our contract

Authorised Signature & Company Chop	:	_____
Name of Person Authorised to Sign (in Block Letters)	:	_____
Name of Tenderer in English (in Block Letters)	:	_____
Date	:	_____

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

Certificate of Insurance

To: The Society for Community Organization (SoCO)

NAME OF INSURED:

AGREEMENT NUMBER TITLE DATE PARTIES:

The Society for Community Organization (SoCO) (“the Employer”) and
[] (“the Consultant”)

Professional Indemnity Insurance

We *[are the Insurer / act as Insurance Broker] to “the Consultant” above and confirm that the Insurance Policy with main terms detailed below has been effected for the period _____ to _____ and that all invoiced premium has been paid *[and has been/will be settled with the Insurers].

Main terms of the Insurance Policy are as follows:

Insurers/Security: _____ (Insurer Name(s))

Policy No.: _____ (Policy Number)

Insured Business/ Project: _____ (Details)

Retroactive Date (if any): _____

Professional Business/ Firm’s Business: _____

Business Description/Professional Activities as shown on the policy schedule.

Sub Consultants: Confirm that the policy extends to cover liability attaching to the Insured arising out of the services to be provided by any sub-consultants appointed by the Insured.

Territorial Limits: Confirm that clauses on Territorial Limits include the coverage of Hong Kong and any other places where the work or design work may be carried out.

Jurisdiction: Confirm that the policy covers claims brought against the Insured under the Law of HKSAR and in the Courts of the HKSAR.

Indemnity Limit: HK\$ _____ any one claim and/or
 HK\$ _____ in the aggregate and/or
 Reinstatement(s) up to total HK\$ _____.

Yours faithfully,

For and on behalf of (name of Insurer / Insurance Broker) : _____

* Delete as appropriate.

3. Project Brief:
Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)

3. Project Brief

This Project Brief is to be read in conjunction with the Memorandum of Agreement, the General Conditions of Employment, the Fee Proposal and all other documents comprising the Agreement.

1. Background/Description of the Project

- The housing shortage issue is prominent in Hong Kong, 5 to 7 years from consultation to construction and completion from a piece of land to a public estate is common. Due to delivery timelines, permanent housing cannot address immediate housing demand for general public in need. A need for emergency short-term housing becomes identical. SoCO and her service users believes that the development of modular housing, with reference to foreign and local experience, can be a useable way to provide social housing to alleviate present living and economic difficulties of grassroots.
- **Ying Wa module community will be a community social housing project designed and built by a community based social service agency. It is also a mean to realize policy advocacy between SoCO and her fellow residents, With the policy support of the Secretariat and Transport and Housing Bureau (THB), funding support from the Community Care Fund (CCF), blessing of Sham Shui Po District Council, local community and with the voluntary help of a group of professions.**
- **The provision of the module community is not a plan to build temporary homes but also transitional homes for grassroots with dignity and hope for future. The module community shall provide communal area to nutrient the natural interactions between residents and the surrounding neighborhood.**
- In response to above, the project comprises the preparation of plan and development design to meet with future relocation demand.
- The objectives of this Assignment are to obtain professional services from the Consultant for the successful completion of the Project as described above. The consultant is required to fulfill the scope of works and requirement listed by SoCO. The services provided by the Consultant to complete this Assignment shall meet the following objectives; (a) The intended function of the works; (b) Ease of construction and economy; (c) Safety and sustainability; (d) Programme and time management.

2. Project details

Site Size: (approx.) 2865 m², GFA: (approx.) 6000 m²

Location: Open Space (GLA-TNK-2426) is located at Ying Wa Street, next to 2 Ying Wa Street, Kowloon West Mediation Centre (**See Appendix I for site plan**) of Cheung Sha Wan. The site is zoned as “Open Space on the draft South West Kowloon Outline Zoning Plan No. SK/20/30. The is reserved for the Leisure and Cultural Services Department development in the future and is currently vacant.

- As the site contains Drainage Reserve Area. The use of the Drainage Reserve shall not impede maintenance of the drain and drainage improvement work. There are two 225 mm foul water drains in one tunnel and one 675mm storm drain in another tunnel as shown in the diagram, it is recommended 1.5m from both sides of the pipeline or box culverts, a 3 m wide vehicles access shall be provided for future maintenance or replacement. (See Appendix H). DSD will conduct construction works for drainage repair, 2m from both sides shall be reserved. (See Appendix I). The Consultant shall coordinate with DSD and to confirm the design of footing and units will not be placed at the reserved area.

3. Proposed Schedule of Accommodation

- Accommodation shall include a 4-storeys, approximate 140 MiC units for 1-5-person units and accessible Units. Number of units for 1 Person shall not exceed 25% of the total number of units. Number of units for 2-Person shall not less than 25% of the total number of units. Number of units for 4-Person shall not less than 25% of the total number of units. Enough Barrier Free Access Units shall be provided on ground floor.
- The proposed design shall provide accommodation with optimum site density to provide enough natural lighting and ventilation.
- The proposed design shall provide accommodation with optimum spaces for resident hanging furniture/decoration.
- The average living space (saleable area) per capita shall not be less than 7 sq. meters. Independent toilet, bathroom and kitchen shall be provided in every unit.
- Communal gathering area meter rooms, security guard office and green/ recreational spaces open to public shall be included.

4. Project Program

The date for commencement of the Agreement is the date of written acceptance of the Consultant's proposal.

Key Dates

Completion of Schematic Design	: 4/2020
Issue on Expression of interest (EOI)	: 6/2020
Completion of Tender	: 8/2020
Award of Contractor Contract	: 12/2020
BD Approval of Project MiC Design	: Q2 2021
Commencement of Site Works	: Q3 2021
Tentative Completion Date	: Q2 2022
Defect Liability Period	: 12 months
Draft Final Account submission	: 6 months after completion

5. Implementation Strategies

- A lead consultant with the scope of service inclusive of Architectural, Structural, Civil and Geotechnical Engineering, Building Service Engineering and Traffic Engineering service will be engaged.
- A lead consultant will act as the AP, RSE and RGE under the Buildings Ordinance throughout the process, for the purpose of, including but not limited to, obtaining approval and consent of the plans such as general building plans ("GBP"), structural, foundation, drainage, excavation and lateral support ("ELS"), site investigation plans (if any).
- A quantity surveying consultant will be separately engaged by SoCo to carry out cost planning, cost control, tendering, payment valuation and valuation of variation and final account settlement.
- The lead consultant shall develop the schematic design and prepare the GBP/drainage plans including all necessary amendments throughout the project. Foundation Plans will also need to be submitted to facilitate early commencement of site works. Approval for utilities/services supply shall be obtained from all utility companies/government department.

The design of the project shall be in MiC construction form.

- Whereas a 'design and build' contractor will be procured to further develop the project based the consultants' design and obtain all necessary approval for 'MiC' structural plans and details and other necessary amendment to GBP/other plans, up to completion.

5. Scope of Services

A. General

The Quantity Surveying Consultancy Services shall include pre- and post-contract quantity surveying consultancy services.

The scope of the Development for which the Surveyor shall act as the quantity surveying consultant is as follows:

- i. All works required for building of Ying Wa module community: 4 storeys 140 MiC accommodation units, communal gathering area at Open Space (GLA-TNK-2426) located at Ying Wa Street of Cheung Sha Wan.
- ii. All works arising from and / or required under the Land Grant for GLA-TNK-2426.

The Surveyor shall in close collaboration with the Lead consultant at all stages to provide full and comprehensive quantity surveying services in respect of or associated with the Works (including, but not limited to ground investigation, temporary and permanent utilities diversions, advance works, substructures, superstructures, MiC modules, plumbing and drainage, interior design, soft and hard landscape, interfacing/connections, external works, construction of mock-ups, etc.) including E&M installation works (i.e. all building services, mechanical and electrical works).

B. Outline and Schematic Design Stage

Prepare estimates in elemental form from sketch plans (prepared by the Lead Consultant) to contribute to design dossiers.

Prepare outline cost plan, cost studies of various design solutions, and advise on economic aspects of solutions

Coordinate with the Lead Consultant to work out the procurement strategy of the works contractors with the intended adoption of management contracting approved by SoCO.

Prepare estimated cash flows of the works according to construction programme.

C. Detailed Design and Tender Stage

Provide cost check to assist the Lead Consultant to plan within budget and recommend cost saving measures in the event of budget overrun.

Update estimates and cash flows of construction costs according to the detail design as design develops and/or upon request by SoCO.

Recommend possible cost saving areas or substitution of materials or construction methods wherever possible to optimize budget expenditure and buildability.

Prepare cost studies of various layout, finishes and forms of construction to enable SoCO and the Lead Consultant to select structural forms, layout and finishes.

Assist the Lead Consultant to prepare EOI, tender assessment, tender interview (if any) and recommendation for SoCO's consideration on the selection of Contractors and/or sub-contractors or nominated sub-contractors.

Coordinate with the Lead Consultant to advise SoCO on the tendering strategy, work out the phasing and work packages, and prepare tenderer lists of the Contractors and/or sub-contractors or nominated sub-contractors for the adopted procurement approach. For the avoidance of doubt, the Surveyor shall first explore the use of management contracting for early engagement of the Contractor.

It is SoCO's intention to adopt design and build contract. The Surveyor shall note that its tender shall be deemed to include all services to be rendered for the implementation of the Development whether or not the traditional procurement or alternative procurement approach is to be adopted, including prepare tender documents for engagement of Contractors / sub-contractors / nominated sub-contractors / suppliers / services providers for various works packages, supply contracts, services providers quotations.

Prepare tender documents, contract clauses and consolidate contract particulars of the suitable form of contract.

Prepare tender documents for engagement of Contractors, sub-contractors / nominated sub-contractors / suppliers / services providers for various works packages / supply contracts / service provider quotations (in case of cost-plus contract) such as foundation works, main building

works, MiC modules supply and installation works, and all other E&M installation etc., in accordance to the technical specifications prepared by the Lead Consultant.

Prepare pre-tender estimates based on the tender documents.

Prepare tender addenda to incorporate changes in the design and/or the scope of works or other requirements after issuance of tenders.

Prepare tender analysis reports and provide recommendation on tender award.

Prepare and coordinate for the preparation and formalization of contract documents for execution, and provide all original, duplicate and certified true copies of the Contract within two months from the award.

D. Construction and Completion Stage

Attend all co-ordination and site meetings, and meetings with Contractors in scrutinizing, ascertaining and agreeing all variation costs, monetary claims, and final accounts.

Prepare valuations for interim certificates for the contracts and sub-contracts / nominated sub-contracts / supplier contracts of all work packages.

Work with the Lead Consultant to assist SoCO in promptly assessing/ settling contractual claims, disputes and differences.

Prepare monthly or other required intervals, financial statements to facilitate control of cost. These should include:

- a) latest estimate on value of works yet to be awarded;
- b) awarded contract sums and agreed final accounts;
- c) estimated and/or formal variation assessments on all variation instructions issued; and
- d) assessment on loss and/or expense or other monetary claims.

Advise SoCO and the Lead Consultant on financial implications of his administration of the contract and on any claims presented.

Prepare cash flow graphs of planned and actual expenditure to check on-site performance.

Carry out cost assessment and/or payment verification on all the Contractor's / sub-contractors' / nominated sub-contractors' / suppliers' / services providers' submitted invoices or applications for confirmation of variations and instructions which have been verified by the Comprehensive

Consultant to be valid. The cost implications of the same should be reflected in the monthly financial statement.

Advise SoCO and the Lead Consultant. on cost and time effect of all variations for consideration/ endorsement prior to the formal issuing of Comprehensive Consultant Instructions.

Assist the Lead Consultant to prepare approval of variation forms for SoCO's approval.

Measure bills of variations and settle pricing for the contract and sub-contracts / nominated sub-contracts of all work packages.

Prepare and present recommendations on the settlement of final accounts under the contract and sub-contracts / nominated sub-contracts of all work packages.

Advise SoCO and the Lead Consultant on the validity of cost and time effect of claims associated with the construction works and make recommendations (with contractual and financial advice) on the settlement of such claims.

Take necessary visit and measurements on site or off-site fabrication factory in mainland China as required, and cost checking of the actual expenditure including the Contractor's submitted invoices, payment receipts, purchasing orders, salary payrolls contracts, etc. in accordance with the normal practice of the profession.

Upon completion of the Works, prepare an initial construction cost analysis for the Development in a format to be advised by SoCO and subsequent final analysis at the settlement of final accounts for all contracts. Coordinate with the Lead Consultant to prepare and settle final accounts with the Contractors and sub-contractors/nominated sub-contractors.

5. Memorandum of Agreement

**Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)**

To be Signed by a Consultant

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT is made on the _____ day of _____ 20____ BETWEEN THE SOCIETY FOR COMMUNITY ORGANIZATION of _____ (hereinafter called “the Employer”) of the one part and _____ of _____ (hereinafter called “the Consultant”) of the other part WHEREAS the Employer requires the Consultant to provide the Services in respect of Quantity Surveying Consultancy Services at Ying Wa Street, Cheung Sha Wan for The Society for Community Organization (SoCO) (hereinafter called “the Assignment”) and details of which are set out in the Project Brief annexed hereto AND WHEREAS the Consultant has agreed to provide such Services in accordance with the Project Brief , Conditions of Employment annexed hereto (hereinafter referred to as “the Conditions”), and subject to the payment to him by the Employer of the fees and other payments set out in the Fee Proposal and the Conditions annexed hereto.

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

1. This Agreement shall comprise: -

- (a) Conditions of Tender and Appendices
 - (b) Form of Tender
 - (c) SoCO’s General Conditions of Contract and Guidelines for Works or Services
 - (d) Project Brief and its Appendix
 - (e) Technical Proposal and Fee Proposal
 - (f) General Conditions of Employment
 - (g) Any relevant correspondence
- all of which are annexed hereto.

5. Memorandum of Agreement

Provision of Quantity Surveying Consultancy Services at Ying Wa Street, Cheung Sha Wan for The Society for Community Organization (SoCO)

2. The Director for the purposes of this Agreement shall be _____

3. In consideration of the payments made at the times and in the manner set forth in the Agreement by the Employer, the Consultant hereby jointly and severally undertakes to perform and complete the said services subject to and in accordance with the Agreement.

IN WITNESS this MEMORANDUM OF AGREEMENT has been executed as a deed on the date first above written

SIGNED, SEALED AND DELIVERED by the)

Employer by)

[name and appointment of officer)

[Signature of the officer]

in the presence of :)

)

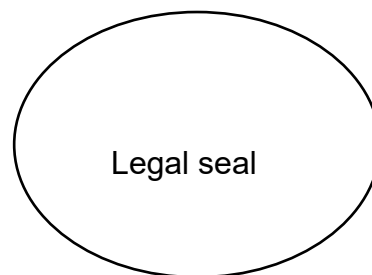
)

)

[Name])

[Occupation])

[Address])



Legal seal

(a) Executed and delivered as a deed)

and the COMMON SEAL of)

[name of the Consultant])

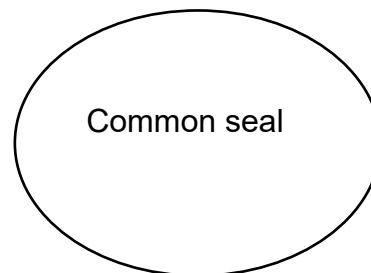
[Signature of the director(s) etc]

was affixed in the presence of)

[name] [its director(s) or director and)

secretary or person(s) authorised to sign the)

Agreement by its board of directors])



Common seal

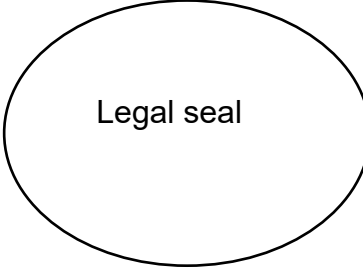
in the presence of a witness:)
)
)
)
_____)
[Name])
[Occupation])
[Address]

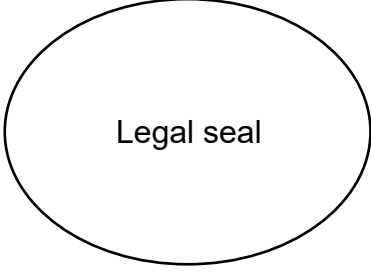
or

(b) Executed and delivered as a deed by)
[name of the Consultant])
acting through)
[] (its sole director))
or)
[] and [] (its directors))
or) [] [its director] and)
[] (its company secretary) [Signature of the director(s) etc]
in the presence of a witness:)
)
)
)
_____)
[Name])
[Occupation])
[Address])

or

(c) SIGNED, SEALED AND DELIVERED by the)
[name of the Consultant] by)
[name] his/her/its* attorney) [Signature of the attorney]
under power of attorney dated)
[])
in the presence of :)

)	
)	
_____)	
[Name])	
[Occupation])	
[Address])	

(d) SIGNED, SEALED AND DELIVERED by)	
[name of sole proprietor] trading as)	[Signature of the sole proprietor]
[name of the Consultant])	
in the presence of :)	
)	
)	
_____)	
[Name])		
[Occupation])		
[Address])		

NOTES : (for preparation of but not inclusion in the engrossment of the Memorandum of Agreement) Case (a) is for use where the Consultant is a company incorporated in Hong Kong and executes the deed with a Common Seal.

Case (b) is for use where the Consultant is a company incorporated in Hong Kong and executes the deed without a Common Seal.

Case (c) is for use where the Consultant executes the deed under a power of attorney.

Case (d) is for use where the Consultant is a sole proprietor.

1 Insert the address for service of documents.

2 Insert the name of the Consultant.

3 Insert the address of the Consultant.

4 insert the post title

* Delete as appropriate

General Conditions of Employment:
Provision of Provision of Quantity Surveying Consultancy Services
at Ying Wa Street, Cheung Sha Wan
for The Society for Community Organization (SoCO)

1 Definitions in the Agreement as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

“Agreement” means and includes the Memorandum of Agreement, Conditions of Employment for Provision of Quantity Surveying Consultancy Services at Ying Wa Street, Cheung Sha Wan for The Society for Community Organization (SoCO), the Project Brief and its Appendix, Fee Proposal and such other documents as may be referred to in the Memorandum of Agreement.

“Assignment” means that part of the Project undertaken by the Consultant as detailed in the Project Brief and its Appendix.

“Project Brief” means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment.

“Consultant” means the person, firm or company named in the Memorandum of Agreement and includes the Consultant’s permitted assignees.

“Deliverables” means all the reports, drawings, documents, software, certificates and other items described in the Project Brief and its Appendix which are to be produced by the Consultant under the Assignment.

“Director” means the person designated in the Memorandum of Agreement to act as the Director or such other person as may be appointed from time to time by the Employer and notified in writing to the Consultant to act as the Director for the purposes of this Agreement and the person so designated or appointed.

“Employer” means the Society for Community Organization (SoCO).

“Government” means the Government of the Hong Kong Special Administrative Region.

“Project” means the scheme described in the Project Brief and its Appendix, of which the Assignment forms a part.

“Services” means duties, work, services, surveys and investigations to be carried out and

obligations to be fulfilled by the Consultant under this Agreement.

2 Singular and Plural

Words and expressions in the singular include the plural and words and expressions in the plural include the singular where the context so implies.

3 Marginal Headings

The index, marginal notes or headings in any documents forming part of the Agreement shall not in any way vary, limit or extend the interpretation of the Agreement.

4 Laws

The Agreement shall be governed by and construed according to the laws for the time being in force in HKSAR.

5 Interpretation

The Interpretation and General Clauses Ordinance shall apply to the Agreement.

6 Memorandum of Agreement

The Consultant when called upon to do so shall enter into and execute a Memorandum of Agreement which shall be prepared at the cost of the Employer in the form annexed with such modifications as may be necessary.

7 Documents Mutually Explanatory

(A) Save to the extent that any Special Conditions of Employment provides to the contrary the provisions of the Conditions of Employment shall prevail over those of any other document forming part of the Agreement.

(B) Subject to sub-clause (A) of this Clause the several documents forming the Agreement are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be explained and adjusted by the Employer.

8 Use of English Language and Metric Units

All the correspondence in connection with this Agreement shall be in English.

All Deliverables shall be in English and metric units shall be used throughout, unless otherwise

stated in the Project Brief or approved by the Employer.

9 Confidentiality

- (A) Save for the performance of the Services the Consultant shall not disclose the terms and conditions of this Agreement or any information, specifications, documents, drawing, plan, software, data or particulars furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed or engaged by the Consultant in carrying out this Assignment or any approved sub-consultants / sub-contractors or the Consultant's legal and insurance advisers.
- (B) Any disclosure to any person, sub-consultants / sub-contractors or advisers permitted under sub-clause (A) of this Clause shall be in strict confidence and shall extend only so far as may be necessary for the purpose of this Agreement and the Consultant shall take all necessary measures to ensure the confidentiality of any such disclosure.
- (C) The Consultant shall not without the prior written consent of the Director which approval shall not be unreasonably withheld publish, either alone or in conjunction with any other person, in any newspaper, magazine, or periodical, any article, photograph or illustration relating to this Agreement.
- (D) If the Consultant has provided the Employer with documents and information which he has declared in writing to be confidential and stamped accordingly whether in relation to his practice or special circumstances or for other good causes, unless the Director within two months of receipt of such information by notice in writing disagrees, then that information will be treated as confidential. The Employer shall not permit the disclosure of such confidential information to third parties without the written consent of the Consultant.

10 Information to be supplied by the Employer

The Employer shall keep the Consultant informed on such matters as may appear to him to affect the performance of the Services and shall give such assistance, approvals, and decisions in writing as and when they shall reasonably be required for the performance of the Services.

11 Information to be supplied by the Consultants

The Consultant shall keep the Employer informed on all matters related to the Assignment within the knowledge of the Consultant including details of all staff employed by them in the

performance of the Services and shall answer all reasonable enquiries received from the Employer and render reports at reasonable intervals when asked to do so and shall assist the Employer to form an opinion as to the manner in which they are proceeding with the Assignment.

12 Retention of Documents and Audit Inspection

(A) For a period of 2 years commencing with the completion of any works contract, supervision of which is part of the Services, the Consultant shall retain and provide spaces for that purpose all his records, data, accounts and other information in respect of the services.

(B) The Consultant shall give assistance to Employer for the purpose of audit inspection to inspect such records, data, accounts and other information whatsoever and shall answer queries or supply information reasonably requested by such personnel in pursuance of such audit inspection.

13 Attendance at Meetings

The Consultant shall, if reasonably possible, attend or be represented at all meetings convened by the Employer to which he may be summoned and shall advise and assist the Director and the Employer on all matters relating to the Services.

14 Facilities for Inspection

The Consultant shall at all time give to the Director, his representatives and any persons duly authorized by him reasonable facilities to inspect or view the documents, records and correspondence in his possession relevant to this Agreement.

15 Approval of Documents

(A) The Consultant shall, when so requested by the Employer, submit to him for his approval such record, data, account or other documents, matters or things prepared by them as a direct requirement of the Assignment as he may specify or require. (B) No such approval shall affect the responsibility of the Consultant in connection with the Services.

16 Delegation of Employer's Power

The Consultant shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Employer and, subject to any limitations imposed by the Employer in any letter of authority granted by him, such other person to whom

the Employer may delegate his powers.

17 Amendments to the Contract Conditions

(A) The Employer shall make any changes to the Contract Conditions which he considers necessary or desirable for the successful completion of the Assignment or the Project.

(B) Any queries on, or suggestions for amendments to the Contract Conditions shall be referred to the Employer for his clarification or instructions regarding further action.

18 Written Approval

The Consultant shall obtain the written approval of the Employer prior to entering into any commitment to expenditure for which there is provision for reimbursement under the Fee Proposal.

19 Consultation

The Consultant shall, as may be necessary for the successful completion of the Assignment, consult all authorities, or who may be appointed by the Employer in connection with the Assignment and bodies or persons affected by the Assignment.

20 Response to Queries

(A) The Consultant shall respond to queries on the findings and conclusions of this Assignment raised during the period defined in the Project Brief for such queries by the Employer or by any Consultant who may be appointed by the Employer for the subsequent stage of the Project.

B) The Consultant shall use his best endeavors to respond to queries on the findings and conclusions of this Assignment raised after the period defined in the Project Brief for such queries by the Employer or any person who may be appointed by the Employer or nominated by the Employer.

21 Exclusive Ownership

The Employer shall become the exclusive owner of all Deliverables, save those Deliverables under license or those Deliverables in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the Consultant under this Agreement. The liability of the Consultant in respect of the Employer's use of such Deliverables shall be limited to liabilities arising from uses contemplated under this Agreement or expressly agreed to in writing by the Consultant. The Employer hereby:

(i) Indemnifies the Consultant against all claims, damages, losses or expenses suffered by the Employer; and

(ii) Agrees to indemnify the Consultant against all claims, made by third parties against the Consultant;

arise out of or in connection with a use by the Employer of any Deliverable which use was not contemplated under this Agreement or not expressly agreed to in writing by the Consultant.

22 Care and Diligence

(A) The Consultant shall exercise all reasonable professional skill, care and diligence in the performance of all and singular the Services and, in so far as his duties are discretionary, shall act fairly between the Employers and any third party.

(B) The Consultant shall, in respect of any work done or information supplied by or on behalf of the Employer, report to the Employer any errors, omissions and shortcomings of whatsoever nature of which the Consultant becomes aware in the performance of the Services.

(C) The Consultant shall indemnify and keep indemnified the Employer against all claims, damages, losses or expenses arising out of or resulting from any negligence in or about the conduct of and performance by the Consultant, his servants or agents, of the Services.

(D) In the event of any errors or omissions for which the Consultant is responsible and as a result of which the re-execution of the Services is required, the Consultant shall, without relieving any liability and obligation under the Agreement, at his own cost re-execute such Services to the satisfaction of the Employer.

23. Instruction and Procedure

The Consultant shall comply with all reasonable instructions of the Director or the Employer. The Employer shall issue to the Consultant general instructions on procedure and shall supply such additional information as may be required.

24. Approval for Variations and Claims

The Consultant shall obtain prior approval in writing of the Employer to the order of a variation to

the contract works or to the commitment otherwise of the Employer to expenditure under the works contract other than in respect of claims, if the value of such order or commitment is estimated to exceed the sum specified in the Project Brief , or if not specified in the Project Brief , as advised in writing by the Employer. With the exception that in emergencies such prior approval shall not be required, provided that the order or other commitment is essential and that it is impractical to seek the prior approval of the Employer.

25. Referral of Variations and Claims

Notwithstanding the requirements of Clause 24 the Consultant shall:

- (A) refer the details of every variation to the Contract Works under any such Works Contract, including the reasons for it and its estimated value, to the Employer for information as soon as the variation is ordered.
- (B) as soon as the value of a variation to the Contract Works has been determined, refer the details of the evaluation to the Employer for information.
- (C) report to the Employer all claims for additional payment made by the Consultant and, except for those solely in respect of agreement of rates, refer the principles underlying their assessment of each claim, to enable the Employer to provide its view of the matter before the Consultant reaches a decision; and
- (D) report to the Employer all delays to the progress of the Contract Works and, except for those delays solely in respect of inclement weather conditions, refer his assessment of granting of extension of time for completion, if any, to enable the Employer to provide its view of the matter before the Consultant reach a decision.
- (E) The foregoing referrals and reporting to the Employer shall be in writing.

26. Programme to be Submitted and Agreed

(A) The Consultant may propose changes to some, or all of the key dates specified in the Project Brief for incorporation into the draft programme prepared under sub-clause (B) of this Clause. If any of such proposed changes are agreed by the Employer, who may impose conditions on his agreement, the corresponding key dates shall be changed, and the changed dates incorporated into the draft programme.

(B) The Consultant shall submit a draft programme which shall be in accordance with the requirements of the Project Brief and shall incorporate the key dates specified in the Project Brief, including any changes agreed under sub-clause (A) of this Clause. The Employer shall either agree the draft programme or instruct the Consultant to submit a revised draft programme which he shall do.

(C) If the Employer does not agree the revised draft programme submitted under sub-clause (B) of this Clause, he shall issue an instruction under Clause 23 to the Consultant.

(D) When the Employer has agreed the draft programme or the revised draft programme submitted under sub-clause (B) of this Clause or such other draft programme as may result from sub-clause (C) of this Clause, the agreed draft programme or revised draft programme shall become the Agreed Programme for carrying out the Assignment and shall be amended only with the approval of the Employer.

27. Payment

Payments under this Agreement shall be made in accordance with the Fee Proposal.

28. Fees to be Inclusive

Unless provided otherwise, the fees quoted in the Fee Proposal shall be inclusive of all labor, materials and expenses incurred in the performance of the Services.

29. Payment in Hong Kong Dollars

Unless provided otherwise, payments shall be made in Hong Kong dollars.

30. Expenses incurred in currencies other than Hong Kong dollars

Not used.

31. Payment of Accounts

(A) Except as provided for in sub-clause (B) of this Clause accounts of all money due from the Employer to the Consultant in accordance with this Agreement shall be paid within 60 days after receipt of the Consultant's invoice by the Employer. In the event of failure by the Employer to make payment to the Consultant in compliance with the provisions of this Clause the Employer shall pay to the Consultant interest at the judgment debt rate prescribed from time to time by the Rules of the Supreme Court (Chapter 4 of the Laws of Hong Kong) (interpreted in accordance with the Hong Kong Reunification Ordinance) upon any overdue payment from the date on which the same should have been made.

(B) If any item or part of an item of an account rendered by the Consultant is reasonably disputed or reasonably subject to question by the Employer, the Employer shall within 14 days

after receipt of the invoice by the Employer inform the Consultant in writing of all items under dispute or subject to question. Payment by the Employer of the remainder of that account shall not be withheld on such grounds and the provisions of sub-clause (A) of this Clause shall apply to such remainder.

32. Rendering of Accounts

The Consultant shall render his accounts for interim payments in accordance with the Fee Proposal.

33. Payment for Additional Services

Not used.

34. Notifications and Payment for Delays

(A) The Consultant shall not be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services if the causes of delay which are the fault of neither party.

(B) The Consultant shall notify the Employer when a delay arises and shall detail what in his opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur.

(C) The Consultant shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Employer details of the records being kept in respect thereof. Without necessarily admitting the Employer's liability, the Employer may require the Consultant to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim. The Consultant shall permit the Employer to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Employer so requires.

(D) After the giving of a notice of delay to the Employer under sub-clause (B) of this Clause, the Consultant shall, as soon as is reasonable, send to the Employer a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer may reasonably require, the Consultant shall send to the Employer further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.

(E) If the Consultant fails to comply with the provisions of sub-clause (B) of this Clause in respect of any claim, such claim shall not be considered.

(F) If the Consultant fails to comply with the provisions of sub-clauses (C) or (D) of this Clause in respect of any claim, the Employer may consider such claim only to the extent that the Employer is able on the information made available.

(G) The Consultant shall take all reasonable steps to mitigate the costs which may be incurred as a result of the delays.

35. Resident Site Staff

Not used.

36. Non-Assignment

The Consultant shall not have the right to assign or transfer the benefit and obligations of this Agreement or any part thereof.

37. Employment and Replacement of Sub-consultants / Sub-contractors The Consultant shall obtain the prior written approval of the Employer to:

- (A) the appointment of sub-consultants / sub-contractors to undertake any part of the Services; and
- (B) the replacement of any sub-consultants / sub-contractors appointed under sub-clause (i) of this Clause.

38. Liability of Consultant for acts and default of Sub-consultants / Sub-contractors

The appointment of sub-consultants / sub-contractors to undertake any part of the Services shall not relieve the Consultant from any liability or obligation under this Agreement and he shall be responsible for the acts, default and neglects of any sub-consultants / sub-contractors, his agents, servants or workmen as fully as if they were the acts, default and neglects of the Consultant, his agents, servants or workmen.

39. Publicity relating to contract works

Not used.

40. Suspension, resumption or termination

- (A) This Agreement may be suspended or terminated by the Employer at any time, by the Employer giving the Consultant one months' notice in writing.
- (B) On suspension or termination, the Consultant shall be paid all fees and expenses commensurate with the Services performed by them up to the date of suspension or termination less all fees and expenses previously paid to the Consultant. The Consultant has the obligations to stop work immediately but in an orderly manner and do deliver to the Employer documents in its control relating to the Project. The Employer shall not be liable for any loss of profits and other losses incurred by the Consultant as a result of termination or suspension. The Employer reserves its right to claim for loss and damages against the Consultant as a result of termination of his contract including re-nominating the others to carry out and complete the remaining items. In case the payment balance is insufficient to cover the actual loss being suffered by the Employer, the Consultant has to reimburse the same accordingly.
- (C) In the event of suspension or termination the Consultant shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for any financial commitment or obligation outstanding after the giving of the notice of suspension or termination which he has properly incurred in accordance with this Agreement prior to the giving of the notice of suspension or termination.
- (D) The payments referred to in sub-clauses (B) and (C) of this Clause shall be deemed in full and final payment for the Services up to the date of suspension or termination. The Consultant shall be entitled to such payments only if the suspension or termination is not attributable to default on the part of the Consultant.
- (E) In the event of suspension and subsequent resumption of this Agreement the Consultant shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- (F) If this Agreement is resumed any payment of fees under this Clause except in respect of abortive work that has to be re-done shall rank as payment on account towards the fees payable under this Agreement.
- (G) Should this Agreement continue to be suspended for a period of more than two years then

either:

- (i) it shall be terminated upon the written notice of either party; or
- (ii) it may be renegotiated with the agreement of both parties.

41. Special Risks

Not used.

42. Appeal to Employer

The Consultant shall have the right to appeal to the Employer against any instruction or decision of the Director which he considers to be unreasonable.

43. Settlement of Disputes

(A) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Consultant in connection with or arising out of this Agreement, either party shall be entitled to refer the dispute or difference to the Employer Delegates and the partner or director of the Consultant, who shall meet within 21 days of such matter being referred to them.

(B) If the dispute or difference cannot be resolved within 2 months of a meeting under sub-clause (A) of this Clause or upon written agreement that the dispute or difference cannot be resolved, either the Employer or the Consultant may at any time thereafter request that the matter be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modification thereof for the time being in force.

(C) If the matter cannot be resolved by mediation, or if either the Employer or the Consultant do not wish the matter to be referred to mediation then either the Employer or the Consultant may within the time specified herein require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Chapter 609, Laws of Hong Kong) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 120 days of either the refusal to mediate, or the failure of the mediation.

(D) The Hong Kong International Arbitration Centre Domestic Arbitration Rules shall apply to any arbitration instituted in accordance with this Clause unless the parties agree to the contrary.

44. Prevention of Bribery

The Consultant shall inform his employees who are engaged either directly or indirectly on the formulation and implementation of a project of the The Society for Community Organization that the soliciting or accepting of an advantage as defined in the Prevention of Bribery Ordinance is not permitted. The Consultant shall also caution his employees against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair his impartiality in relation to the projects of The Society for Community Organization.

45. Declaration of Interest

- (A) On appointment and during the currency of this Agreement, the Consultant must declare any interest if it is considered to be in real or apparent conflict with the Services. The Consultant shall not undertake any services, which could give rise to conflict of interest, except with the prior approval of the Employer which approval shall not be unreasonable withheld.
- (B) In any case, the Consultant or any of his associated companies shall not undertake any services for a Consultant in respect of a contract between that Consultant and the Employer for which the Consultant is providing a service to the Employer.

46. Insurance

- (A) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 22 the Consultant shall, as from the date of commencement of this Agreement, and thereafter, maintain an insurance cover to meet any claims that may be made by the Employer in respect of any negligence in or about the conduct of and performance by the Consultant, his servants and agents of all and singular the Services.
- (B) In the event that through no fault of the Consultant it becomes impractical or unreasonable to maintain the said cover for the full period required by sub-clause (A) of this Clause, the Employer may approve alternative arrangements.
- (C) The foregoing insurance policy or policies shall be affected with an insurer (or insurers) and in terms acceptable to the Employer. Throughout the period of insurance, the Consultant shall each year lodge with the Employer a certificate signed by and on behalf of the Consultant's insurers stating that the said policy or policies of insurance remain in force.
- (D) The amount of insurance cover as mentioned in sub-clause (A) of this Clause shall be a minimum of HK\$30 million.

47. Safety Precaution

The Consultant shall be responsible for taking all necessary steps in ensuring the safety of all

persons and properties affected by the work stipulated under the Assignment in the vicinity of the works at all stages, whether or not they are engaged in the execution of the works.

48. Avoidance of Nuisance and Making Good Working Areas

Not used.

49. Disclosure of Information

The Employer shall have the right to disclose to any person, whenever it considers appropriate or upon request by any third party (written or otherwise), and in such form and manner as it deems fit: (i) the fees, costs and expenses payable by the Employer for engaging the Consultant; and (ii) the fee proposal submitted by the Consultant.

50. Code of Conduct for Staff

(A) The Consultant shall explicitly prohibit his employees from soliciting or accepting any advantages as defined in the Prevention of Bribery Ordinance when providing service in relation to this Assignment.

(B) The Consultant shall implement a system requiring his employees to declare to him any interest they or their immediate families may have, or any conflict between their personal interest and their official positions, in relation to this Assignment.

(C) The Consultant shall prohibit his employees to take up any outside work or employment, which could create or potentially give rise to a conflict of interest situation in connection with this Assignment.

(D) The Consultant shall take adequate measures to protect any confidential / privileged information entrusted or obtained in relation to this Assignment; and his employees must not disclose to a third party any such information without prior consent from the Employer.

(E) The Consultant shall prohibit his employees from introducing or recommending, directly or indirectly, service providers (including contractors) to owners, tenants or occupiers of premises in buildings covered by this Assignment.

51. Probity

The Consultant shall prohibit his employees, agents and sub-consultants / sub-contractors

who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Contract. Any such offence committed by the Consultant or his employee or agent will render the tender null and void. The Employer may also terminate the contract granted.

52. Copyright

The copyright of all reports, documents, recommendations, Guidelines, Alerts and any other information prepared or collected by the Consultancy team, and their employees and agents in the course of this Agreement shall be with the Employer. The Consultant shall not disclose any information in relation to this Consultancy to any third party without the written consent of the Employer.

53. Consultant's Claims for Extras

Not used.

54. Commencement of the Works

The Consultant shall commence the Works on the date for commencement of the Works as notified in writing by the Employer and shall proceed with the same with due diligence. The Consultant shall not commence the Works before the notified date for commencement

55. Time for Completion

Not used.

56. Variations

Not used.

57. Valuation of Variations

Not used.

58. Rights of Third Parties

Notwithstanding the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), no one other than a party to this Contract will have any right to enforce any of the terms in this Contract.

**General Conditions of Contract
and
Guidelines for Works or Services**

General Conditions of Contract and Guidelines for Works or Services

A. General Conditions of Contract

1. “Contractor” means the person who enters into the contract with the Society for Community Organization or the person or service provider whose quotation has been accepted.
2. “Contract” means the contract, purchase order or letter of acceptance herein including the contents of the Schedule and these general conditions.
3. The Works / Services and Variation (a) The works to be undertaken or services to be performed under this Contract shall be as laid down in the Quotation and Special conditions (if any) and shall be carried out to the satisfaction of The Society for Community Organization. (b) The Contractor shall not extend the works / services beyond the requirements specified in the Schedule except as directed in writing by The Society for Community Organization; but The Society for Community Organization may, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Works / Services and/or the Contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule. (c) Where a variation has been made to this Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the discounted rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances. In any circumstances, such amount should be subject to the approval of The Society for Community Organization.
4. Assignment Contractor shall not, without the written consent of The Society for Community Organization, assign or otherwise transfer any part of this Contract, and the performance of this Contract by the Contractor shall be deemed to be personal to him.

5. Quality of Works / Services The works / services shall be as specified in the Schedule and shall fulfil all the conditions and terms supplied to the Contractor.
6. Compliance with the laws of Hong Kong Special Administrative Region and Valid Licenses the Consultant has to comply with all laws of Hong Kong Special Administrative Region. The Contractor shall not employ illegal workers or any person who are forbidden by the laws of Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in Hong Kong Special Administrative Region in the execution of this Contract. The Contractor should hold valid licenses when performing relevant work if required by law. If there is any breach of this clause, The Society for Community Organization may terminate this Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by The Society for Community Organization as a result of the termination of this Contract.
7. Inspection, Rejection and Acceptance. The Works undertaken or Services performed shall be subject to inspection by The Society for Community Organization who may at its own discretion terminate this Contract or withhold payment unless the works / services have been performed in accordance with the terms and conditions of this Contract and to the satisfaction of The Society for Community Organization. Upon breach of any essential terms and conditions of this Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Schedule, The Society for Community Organization shall have the right to reject unsatisfactory performance of the Works / Services and suspend payment until the defects have been rectified by the Contractor to the satisfaction of The Society for Community Organization. The Society for Community Organization reserves the right to claim against the Contractor for all related financial loss or expenses necessarily incurred by The Society for Community Organization.
 - i. Being notified in writing of the rejection of any works / services, the Contractor shall take immediate and necessary action to rectify such rejected Works / Services within reasonable time as agreed by The Society for Community Organization.
 - ii. If the Contractor shall fail to rectify such rejected works / services in accordance with item (b) above, The Society for Community Organization may, without

prejudice to any other rights and remedies available to The Society for Community Organization, carry out and complete such works / services by its own resources or by other contractors. All costs and expenses whatsoever which may be incurred by The Society for Community Organization thereof shall be recoverable in full of the Contractor forthwith.

- iii. The works undertaken, or services performed in pursuance of this Contract shall not be deemed to have been accepted unless either: - i. The Society for Community Organization shall so certify; or ii. The works / services are not rejected as being unsatisfactory within 21 working days after receiving the report of certification upon the execution of the work.
- iv. Payment for works / services After the receipt of goods, completion of works and provision of services in accordance with the agreed terms and conditions and to the satisfaction of The Society for Community Organization, The Society for Community Organization will settle payment within 60 days after receiving and verifying the invoices.

8. Injury to Persons and Property and Indemnity

Not used.

9. Insurances and Compensation

Not used.

10. Bankruptcy or Receivership

The Society for Community Organization may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation if the Contractor shall at any time become bankrupt, insolvent, or shall be placed in receivership or go into liquidation or receivership, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Contractor, but without any prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to The Society for Community Organization.

11. Corruption the Society for Community Organization prohibits any member of the staff from soliciting or accepting any advantage. Without the approval of The Society for Community Organization, it is an offense under the Prevention of Bribery Ordinance to

offer or give any gift, loan, fee, reward, commission, office, employment, Contract, other services of favor, discount to any staff of The Society for Community Organization. The Society for Community Organization will terminate the Contract without prior notice and hold the Contractor liable for any loss or damage so caused to The Society for Community Organization.

12. Personal Data Submitted by Contractor

All personal data submitted by the Contractor will be used by The Society for Community Organization for the purpose of this Contract only. Under the provisions of the Personal Data (Privacy) Ordinance, the Contractor has the right to request access to or correction of personal data. Written requests should be addressed to The Society for Community Organization. The Society for Community Organization may be unable to process and consider incomplete information submitted.

13. Working Hours

Not used.

14. Temporary Work Permit

Not used.

15. Refuse Removal

Not used.

16. Rights of Third Parties

Notwithstanding the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), no one other than a party to this Contract will have any right to enforce any of the terms in this Contract.

B. Safety Guidelines

17. General Duties of Contractor and Persons Employed

Not used.

18. Relevant Mandatory Safety Training Certificates

Not used.

19. Safe Means of Access and Egress

Not used.

20. Personal Protective Equipment

Not used.

21. No Smoking and Fire Prevention Measures

Not used.

22. Working at Height

Not used.

C. Consequences of Breach

23. If the Contractor, his sub-contractors or all employees do not comply with the relevant laws of Hong Kong Special Administrative Region and the terms and conditions of this Guidelines, or if the performance of works undertaken by the Contractor causes any damages or losses to the Society for Community Organization, the Society for Community Organization may at its discretion terminate this Contract and the operations of the Contractor until any non-compliance or the unfavorable operation is rectified. The Contractor shall be liable to any loss or damage so caused to The Society for Community Organization. The Society for Community Organization shall be entitled to recover in full of the Contractor forthwith. The Contractor shall also lose his right from submitting quotations or tenders to The Society for Community Organization in the futur

