

**ARCHITECTURAL AND ASSOCIATED
CONSULTANTS SELECTION BOARD**

AACSB HANDBOOK

**HANDBOOK ON SELECTION, APPOINTMENT
and ADMINISTRATION of ARCHITECTURAL
and ASSOCIATED CONSULTANTS**

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1.0 INTRODUCTION

1.1 Purpose of Handbook

- 1.1.1 This Handbook is for the use and guidance of officers of procuring departments which employ the services of consultants in the architectural and associated fields for the implementation of Government projects.

Note : In addition to Architectural Consultants, Architectural and Associated Consultants includes inter alia -

Structural engineering (excluding civil engineering), building services, quantity surveying, landscape architectural and building surveying.

- 1.1.2 The Handbook is issued by the Architectural and Associated Consultants Selection Board [AACSB] specially for use with consultancy agreements which come within the jurisdiction of the Board, other than for Housing Department. It provides guidance on matters relating to the selection and appointment of consultants, their terms and conditions of employment, and their management throughout an agreement.
- 1.1.3 Since the architectural and associated consultants are mostly employed by the Architectural Services Department [ArchSD] for undertaking building projects, certain sections in this Handbook are written specially to suit the internal operation procedures and practice of the ArchSD.

1.2 Authority to Employ Consultants

Before a proposal is made to appoint a consultant for a project, agreement from the Head of Department and policy support from the relevant Director of Bureau according to Stores and Procurement Regulation (SPR) 410 for the employment of consultants must first be obtained.

1.3 Funding for Employment of Consultants

1.3.1 General

Procuring departments must ensure that all funding requirements for the employment of consultants promulgated by Financial Services and the Treasury Bureau are satisfied before proceeding with the consultant selection procedures (as promulgated under SPR 416 and Financial Circular No. 3/2020). Submissions to the Board which do not meet these requirements will be returned to the relevant department for corrective action.

Under no circumstances may an agreement be entered into or extended until funds have been approved for the agreement or for the extension.

See Section 3.1 for the adoption of parallel tendering to facilitate timely delivery of projects.

1.3.2 Funding for Employment of Consultants for Architectural Services Department

Funding must be approved by the Director of Architectural Services (DArchS) prior to any appointment. In the first instance, confirmation of the availability of funds must be obtained from the Senior Treasury Accountant, Arch SD. Funds are generally provided in a Public Works Programme (PWP) item, in a Block Vote or in a Recurrent Vote for consultancy fees.

The SFST has delegated the power to authorize expenditure on Subhead 3100GX which is the block vote for consultants' fees for building projects under Head 703 of the Capital Works Reserve Fund as follows :

- (a) to the DArchS for all minor works items up to \$33 million each by using the Form ACCT 1.
- (b) to the DDArchS for all minor works items up to \$20 million each by using the Form ACCT 1.
- (c) to the designated Directorate Officers (Assistant Directors (ADs)/ Project Directors (PDs)) of the department for all minor works items up to \$8 million each by using the Form ACCT 1. The Form ACCT 1 shall be forwarded by the initiating officer (D1 level or PM) through STA to AD or PD as appropriate.

Where the accumulated fees, including pre-contract fees, are \$10 million or more, a Cat D paper shall be prepared by the initiating officer and submitted to the approving authority for approval.

DArchS has authority to approve expenditure on any single item up to a maximum of \$33 million per item in respect of consultants design fees. It is not permissible for an item to be broken down into smaller items or stages to get around the requisite approval under delegated authorities from the SFST.

DArchS should seek the approval of SFST where :

- (a) the estimated cost of the item will exceed \$33 million;
- (b) although the original approved estimate was below \$33 million, the latest forecast of expenditure indicates that total expenditure on the item will exceed \$33 million;
- (c) work under the item has failed to start within the extended validity period of financial approval. (According to Financial Circular No. 3/2011, works on each approved item should start within 6 months of the date of financial approval. Beyond that, the approval will automatically lapse unless the works agent obtains special dispensation from the Permanent Secretary overseeing the relevant block allocation to extend the validity period for up to 6 more months. Permanent Secretaries should consult SFST on any further requests for extending the validity period beyond 12 months from the approval date.)

1.4 Employment of a Consultant

- 1.4.1 Before a Consultant may be employed the requirement must be established.
- 1.4.2 The requirement may be as a result of the need to supplement existing resources or to provide specialist expertise not otherwise available. Appropriate departments must be consulted to ascertain if the specialist expertise may be provided within Government.
- 1.4.3 The procedures for the short-listing, approval to invite technical and fee proposals and approval to enter into an agreement are given in Section 3.0 - Procedures for the Selection and Appointment of a Consultant.
- 1.4.4 Except as provided under Stores and Procurement Regulations, a Consultant shall not be engaged or the scope of a consultancy agreement extended without the approval of the appropriate Consultants Selection Board.
- 1.4.5 The financial limits for the procurement of consultancy services without going through a Consultants Selection Board are stipulated in SPR 280. The financial limits vary from time to time on the advice of the Secretary for Financial Services and the Treasury (SFST).
- 1.4.6 The total value of consultancy services shall include, where appropriate, the actual or estimated costs of lump sum fees, time charges fees, cost of variations, payment for additional Services, on-cost charges for Resident Site Staff (RSS), adjustment for fluctuation, payment for delays, reimbursable expenses (referred to in the Schedule of Fees Clause 4), etc. Remuneration of RSS shall not be included in arriving at the total value of the consultancy services.

1.5 Consultants Selection Boards

The selection, appointment and remuneration of consultants are subject to the approval of the SFST, who has delegated authority to the following three selection Boards and Departmental Consultants Selection Committees (DCSCs):

- (a) Central Consultants Selection Board (CCSB), which advises SFST with his/her responsibilities for general consultancy services and selection and appointment of consultants, other than those selected and appointed by the Architectural and Associated Consultants Selection Board, Engineering and Associated Consultants Selection Board and DCSCs.
- (b) The Architectural and Associated Consultants Selection Board (AACSB), to which SFST has delegated his/her authority for the selection and appointment of architectural and associated consultants for building projects by Government other than those selected and appointed by DCSCs. The main procuring departments for consultancies in this category are the Architectural Services Department, the Electrical and Mechanical Services Department, the Lands Department and the Buildings Department.

- (c) The Engineering and Associated Consultants Selection Board (EACSB), to which SFST has delegated his/her authority for the selection, appointment and remuneration of engineering and associated consultants for engineering and associated government projects other than those selected and appointed by DCSCs. The main client departments for consultancies in this category are the Civil Engineering and Development Department, Drainage Services Department, Electrical and Mechanical Services Department, Environmental Protection Department, Highways Department, Planning Department, Transport Department and Water Supplies Department.

1.6 Departmental Consultants Selection Committees (DCSCs)

SPR 426 sets out the functions and formation of DCSCs appointed by the respective Controlling Officers in their departments to approve the selection and appointment of consultants for consultancy assignments of value exceeding the quotation limit but not exceeding the departmental financial limit of \$10 million.

Architectural and associated consultancy assignments beyond the quotation limit stated in SPR 220(a) and approved / to be considered by DCSC should be regarded as also under the purview of AACSB and comply with the same submission procedures (other than the different approving authority), requirements on use of the standard documents, consultant administration procedures, performance assessment procedures and other related requirements. Departments should, unless specified otherwise, follow the relevant consultants selection procedures stipulated in SPR, this Handbook, Financial Circulars and Development Bureau (DEVB) Technical Circulars (Works) as appropriate. Under this situation, any reference to AACSB made in this Handbook should in general be regarded as reference to DCSC. In addition, the supplementary procedures for these agreements provided at Appendix 42 should be followed.

The delegation promulgated in SPR 426 includes the authority to approve the list of consulting firms for inviting consultancy proposals, consultancy briefs, marking schemes for assessing consultancy proposals, pre-contract negotiations, appointment of consultants and cancellation of consultants selection exercises. DCSC has delegated authority under SPR430(b) to approve appointment of a consultant (for consultancy assignments not exceeding \$10 million) subject to negotiation of fees and other terms, where appropriate, provided that AACSB's prior approval for initiation of the direct selection of a consultant has been obtained. Notwithstanding this delegation of authority to DCSC when the financial limit of \$10 million is not exceeded, the following special cases still warrant submissions to AACSB, in order to better ensure consistent treatment among departments:

- (a) Stage I Submissions where :
- (i) less than three consultants are shortlisted;
 - (ii) a deviation from any of the following standard guidelines in AACSB Handbook/Technical Circular in respect of :
 - the selection criteria for shortlisting stipulated in Section 3.4.1(a);
 - the marking scheme stipulated in DEVB TC(W) No. 2/2016 (or any subsequent revisions to it); or
 - the technical/consultancy fee/ fee quality weightings recommended in Section 3.14.
- (b) Stage II (Nomination) Submissions where:
- (i) only one conforming consultancy bid is available for consideration of award;
 - (ii) rejection of the most advantageous bid as determined by the method of assessment (or other assessment methods promulgated by DEVB) is recommended;
 - (iii) notional value for additional Services exceeds 10% of Lump Sum or Percentage Fee (Section 3.7 refers); or
 - (iv) the Stage I Submission for the Agreement has been approved by AACSB.
- (c) Other submissions where :
- (i) direct selection of a consultant is proposed to be adopted (Section 3.5.3(d) refers); or
 - (ii) the delegated authority of DCSC to approve variations as stipulated in the SPR will be exceeded or the variations are outside the approved scope of the consultancy agreement.

For the above special cases, departments should make self-explanatory submission to AACSB. If there are submissions previously approved by DCSCs for the same agreement, requirements of submissions in Section 3.5.3(c)(x) should be followed.

Under other special cases where there will be general implications to other consultancies, or where the existing rules/guidelines do not apply, departments may, upon DCSC's advice, seek AACSB's approval. The reasons for seeking such approval and DCSC's advice should be detailed in the submission to AACSB.

2.0 Architectural and Associated Consultants Selection Board

2.1 The Architectural and Associated Consultants Selection Board (AACSB)

2.1.1 The AACSB was established to formalise procedures for the engagement and remuneration of architectural and associated consultants. The AACSB's authority derives from Secretary for Financial Services and the Treasury.

2.1.2 Attendance at the AACSB:

- (a) Chairman - Director of Architectural Services
- (b) Members
 - A D2 officer from Housing Department
 - Deputy Director of Architectural Services
 - A representative of Secretary for Development (not below Principal Assistant Secretary level, unless with the prior approval of the Chairman)
- (c) In attendance
 - A representative of Housing Department at Senior Professional rank
 - Assistant Director (Quantity Surveying) of Architectural Services Department
- (d) Secretary - Technical Secretary/1, Architectural Services Department

2.1.3 Terms of Reference

- (a) To approve the selection and appointment of architectural and associated consultants for government projects other than those selected and appointed by DCSCs.
- (b) To advise the Secretary for Development on selection procedures, conditions of employment and remuneration of architectural and associated consultants and to recommend changes as necessary.
- (c) To promulgate guidelines on selection and appointment procedures approved by the AACSB.
- (d) To review the performance of architectural and associated consultants.

2.1.4 The AACSB meets on a quarterly basis. Submissions may be processed by circulation or considered in the AACSB meeting.

2.2 The Consultants Review Committee

2.2.1 Procuring departments procuring consultancy agreements shall set up a Consultants Review Committee (CRC) to manage consultants' performance reporting and to take regulating actions against poor performers.

2.2.2 The Composition of the CRC is as follows:

Chairman : D2 officer or above level

Secretary : senior professional rank or above

Members : at least a D1 officer and one other officer of at least professional rank

2.2.3 Terms of Reference

(a) To review the performance of the consultants providing consultancy services to the department;

(b) To endorse performance reports and make supplementary comments, if necessary (submission of the reports shall be made in the Consultants' Performance Information System (CNPIS) online);

(c) To decide and take regulating actions, including suspension and uplifting, against consultants receiving two or more consecutive adverse Interim Reports, and to keep the relevant log(s) in the CNPIS on regulating actions updated;

(d) To consider circumstances, other than adverse Interim Reports, as mentioned in paragraphs 21 and 22 in Annex I of DEVB TC(W) No. 3/2016;

(e) To obtain approval from AACSB before taking regulating actions as required under paragraph 22 in Annex I of DEVB TC(W) No. 3/2016.

2.3 The Architectural Services Department Consultants Appointments Panel (CAP)

2.3.1 The CAP was established to represent the Architectural Services Department to review and endorse the recommendations of the respective Heads of Branches on selection and appointment of consultants, and authorisation of modifications and variations of consultancy contracts that require the approval of AACSB. Depending upon the nature of application, the CAP normally processes applications from the Head of Branch concerned by circulation. Meetings may be convened if requested by the CAP Chairman or Director of Architectural Services.

2.3.2 The Membership of the CAP

- (a) Deputy Director of Architectural Services - Chairman
- (b) Assistant Director (Quantity Surveying) of Architectural Services Department
- (c) Project Director concerned (by invitation)
- (d) Assistant Director of the Branch concerned - In attendance (by invitation)
- (e) Technical Secretary/1 of Architectural Services Department (TS/1) - Secretary

2.3.3 Terms of Reference

To review and endorse the recommendations on selection and appointment of consultants, and authorisation of modifications and variations of consultancy contracts that require the approval of the Architectural and Associated Consultants Selection Board (AACSB).

2.4 Architectural Services Department Consultants Review Committee (CRC of ArchSD)

2.4.1 The CRC of ArchSD was established to make recommendations on the inclusion and maintenance of the List of Consultants. The CRC of ArchSD meets quarterly.

2.4.2 The Membership of the CRC of ArchSD

- (a) Assistant Director (Quantity Surveying) of Architectural Services Department - Chairman
- (b) Representative of the Architectural Branch)
 - Building Services Branch)
 - Project Management Branch)
 - Property Services Branch) - Members
 - Quantity Surveying Branch)
 - Structural Engineering Branch)
 - Landscape Architectural Discipline)
- (c) Technical Secretary/1 of Architectural Services Department (TS/1) - Secretary
- (d) A representative of Housing Department at Senior Professional rank (In attendance)
- (e) A representative of Hospital Authority at Senior Professional rank (In attendance)

2.4.3 Terms of Reference of CRC of ArchSD

- (a) To monitor the performance of all the Architectural and Associated Consultants providing services to ArchSD and other Government departments.
- (b) To review, endorse, and if necessary amend, the consultants performance reports and to make recommendations to Performance Management Committee [PMC] of ArchSD for taking any regulating actions, including suspension and uplifting, against consultants receiving two or more consecutive adverse reports.
- (c) To coordinate investigation, review technical assessments and make recommendations to AACSB in respect of consultants' applications for inclusion in the List of Consultants of AACSB.
- (d) To assist AACSB to review and amend the AACSB Handbook.
- (e) To keep PMC and AACSB informed of the consultants' performance reports, any regulating actions against consultants, and the latest update of the List of Consultants of AACSB.

2.5 Rules for Administration of the List of Consultants of AACSB (*ETWB TC(W) No. 25/2003 has been subsumed under relevant sections of this Section 2.5 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.*)

2.5.1 Categories

The AACSB maintains a List of Consultants (the List) for undertaking the following categories of architectural and associated consultancy services:

- (a) Architectural
- (b) Building Services
- (c) Structural Engineering
- (d) Quantity Surveying
- (e) Landscape Architectural
- (f) Building Surveying

- 2.5.2 A consultant on the List shall be responsible for the good behaviour of his employees, agents and sub-consultants in relation to any consultancy appointment for public works project under his control. The consultant shall advise his employees, agents or sub-consultants that they are not allowed to offer or give any advantage or excessive entertainment to any of the Government employees or members of their family, or to solicit or accept any advantage or excessive entertainment from the contractors, their employees, agents or sub-contractors in relation to the works under any consultancy appointment for public works project. The consultant may be subject to regulating actions as stated in Section 10 below if the consultant, his employees, agents or sub-consultants have committed any offence under the Prevention of Bribery Ordinance in relation to any consultancy appointment for public works project unless the misconduct is not within the control of the consultant. In addition, the consultant may be subject to regulating actions for poor integrity such as negligence, misconduct and impropriety as proven in cases where his employees, agents or sub-consultants have solicited, accepted or been given advantage as defined in the Prevention of Bribery Ordinance in relation to any consultancy appointment for public works project unless the misconduct is not within the control of the consultants.
- 2.5.3 The AACSB reserves the right to amend these Rules and any criteria pertaining to the administration of the List without reference to consultants on the List and any such amendments will be published by AACSB in the AACSB Handbook or as appropriate.
- 2.5.4 Application for inclusion or permission for retention on the List under any category shall mean the consultant unconditionally accepts these Rules and any future amendments or additions thereto. Failure or refusal to observe these Rules may lead to refusal of entry to the List for the category being applied for, or suspension from bidding consultancies under the purview of AACSB or removal from all categories in which the consultant is listed.
- 2.5.5 (Not Used.)
- 2.5.6 Banding (Refer to Technical Reference No. 10 at **Appendix 36** for background information)
- (a) Architectural, Building Services, Structural Engineering and Quantity Surveying consultants are each divided into two bands according to the number of qualified professional staff and years of establishment of the consultancy firm. Band 1 consultants are eligible to undertake consultancies with estimated project value exceeding \$400 million, whereas Band 2 consultants are eligible to undertake consultancies with estimated project value not exceeding \$400 million. The approval of the AACSB shall be required for any deviation from this rule, whose approval will only be granted under very exceptional circumstances.

- (b) Landscape Architectural consultants and Building Surveying consultants are not divided into bands for shortlisting purpose, therefore banding will not be applied to these consultants. Banding for these two categories will be considered when the number of consultants becomes sufficiently large.
- (c) A re-banding exercise will be conducted, normally on annual basis, by the Consultants Review Committee [CRC] and recommendations on listing submitted to the AACSB for approval. All consultants on the List are required to submit returns on their staff resources as well as other documents showing compliance with the minimum admission criteria for the respective category of consultant. Based on their returns, consultants are categorized into Band 1 or Band 2 depending on the number of qualified professional staff and years of establishment of the firm. An up-to-date list of the various categories of consultants is maintained by the Secretary of AACSB and can be accessed via the Internet website of the Architectural Services Department (<http://www.archsd.gov.hk>).
- (d) As recommended by the ICAC, office audits as stated in Clause 2.5.15 would be conducted on the selected consultants for verifying their submitted returns, i.e. their updated company information, and documents submitted by the consultants for the rebanding exercise.
- (e) The tender threshold should be reviewed and adjusted (if necessary) once every 3 years. If the calculated adjustment percentage over the preceding 3 year period is equal to or less than $\pm 15\%$, there should be no adjustments until the end of the next review period.

2.5.7 Criteria for Inclusion in the List of Consultants

- (a) Number of qualified staff employed, their qualifications and resident status.
- (b) The history of the Consultant in a Hong Kong context.
- (c) The local facilities used by the Consultant's local office.
- (d) Standards, value and nature of work carried out by the Consultant.
- (e) ISO 9000 certification.

The minimum entry criteria for inclusion in the List of Consultants are given at Appendix 1.

2.5.8 Application for Inclusion

A company profile shall be submitted by any consultant who wishes to apply for inclusion in the List of Consultants of AACSB. The company profile form and all the required documents shall be addressed to Technical Secretary/1, the Secretary of AACSB, Architectural Services Department, 35/F, Queensway Government Offices, 66 Queensway, Hong Kong. Upon receipt of an application, the appropriate Branch will conduct a preliminary checking of the consultant's submission. Technical investigation shall be conducted by two senior professional officers of the appropriate discipline to verify the documents submitted and confirm compliance with the relevant admission criteria for the List of Consultants of AACSB as listed in Appendix I. A technical investigation report will then be submitted for review by the CRC which will make recommendation to the AACSB for endorsement.

The processing of an application for inclusion in the List of Consultants of AACSB should normally be completed within 4 months after receiving a fully substantiated application from the consultant.

2.5.9 Changes to the List

A consultant should notify the Secretary, AACSB in writing within one month when his qualified professional staff resources has been reduced to below the minimum number required for the particular band. In this regard, random office checking on the staffing of the consultants may be instructed by the AACSB and the status of the consultants on the List will be reviewed as appropriate. The managing department is responsible, in the first instance, for the management of applications for inclusion or recommendations for suspension or removal from the List of consultants for the respective discipline. The managing department shall submit their proposals for changes to the List to the CRC which shall recommend action to the AACSB.

2.5.10 Suspension from the List

A consultant who does not meet the minimum admission criteria (except the criteria of "Standard of Work") for a category on the List, for example the minimum number of qualified professional staff, will immediately be suspended from tendering for AACSB consultancies in the category until such time he meets the minimum requirement. Suspension of a consultant and the subsequent uplifting shall be endorsed by AACSB. If a suspended consultant still does not meet the minimum admission requirement twelve months after the date of suspension, this consultant should be removed from the List by AACSB. Applications for reinstatement onto the List will only be considered within twelve months of the date of suspension.

2.5.11 Regulating Actions on Consultants who Fail to Report Reduction of Staff Promptly

The following regulating actions should be taken by AACSB if a consultant fails to notify AACSB within one month, without reasons acceptable to AACSB, when his qualified professional staff resources fall below the minimum number required for the particular band in the List:

- (a) If a Band 1 consultant could only meet the minimum staffing requirement of Band 2, he will be immediately suspended from tendering for all AACSB consultancies for 3 months notwithstanding he has been downgraded to Band 2.
- (b) If a Band 1 consultant could meet neither the minimum staffing requirement of Band 1 nor Band 2, he would not only be immediately suspended from tendering for all AACSB consultancies but would also be suspended for 3 additional months by the time he is eligible for uplifting. Likewise, if a Band 2 consultant could not meet the minimum staffing requirement of Band 2, the suspension will be extended for a further period of 3 months.

AACSB's approval should be sought for uplifting the consultants from the above suspension.

2.5.12 Re-banding

Other than the provisions in Sections 2.5.9, 2.5.10 and 2.5.11 above, once the AACSB has endorsed the result of the re-banding exercise, all consultants will remain in the same band until the result of the next re-banding exercise is available. After the completion of the re-banding exercise, the Secretary of AACSB will formally advise all consultants of their updated status on the List and their obligations.

2.5.13 Application for Change of Company Name

An updated company profile shall be submitted by any consultant who wishes to apply for change of company name in the List of Consultants of AACSB. The company profile form and all the required documents shall be addressed to Technical Secretary/1, the Secretary of AACSB, Architectural Services Department, 35/F, Queensway Government Offices, 66 Queensway, Hong Kong. Upon receipt of an application, the appropriate Branch will review the consultant's submission and report the findings to the CRC which will then make recommendation to AACSB for endorsement. Technical investigation may be conducted by two senior professional officers of the appropriate discipline to verify the documents submitted and confirm compliance with the relevant admission criteria for the List of Consultants of AACSB, if necessary.

The processing of an application for change of name in the List of Consultants of AACSB shall normally be completed within 3 months after receiving a fully substantiated application from the consultant.

2.5.14 Application for Substitution

(Not used.)

2.5.15 Office Audits on Consultants

- (a) Three full-scale office audits on selected consultants for verifying the company information and documents submitted by the consultants will be conducted each year. One will be carried out for the annual re-banding exercise normally at the end of each year, and the other two audits will be carried out with audit reports to be submitted in end of April and end of October each year.
- (b) Irrespective of the banding status of the consultants, at least two consultants from each category, except the Landscape Architectural category are to be selected in each office audit exercise. For the Landscape Architectural category, owing to the relatively small number of firms included in the List of Consultants of AACSB, at least one consultant should be selected for audit.
- (c)
 - (i) For office audit conducted for the re-banding exercise, individual branches of ArchSD should select appropriate consultants for audit as they have reviewed the latest submissions from the consultants.
 - (ii) For the regular half-yearly office audits, the CRC Chairman of ArchSD should select appropriate consultants for audit in each exercise.
 - (iii) Notwithstanding the above three full scale office audits, if there is information that would give rise to reasonable suspicions as to the technical capability of a firm e.g. reduction of staff resources dramatically or unsatisfactory performance recently etc., individual branches may conduct additional office audit at any time of the year.
- (d) Heads of Grade of ArchSD should assign at least two senior professional rank officers to carry out each office audit on consultants. Prior to the audit, the nominated officers should obtain the latest company information submitted by the consultants from the Secretary of CRC for checking.
- (e) A consultant who fails to submit his updated company information and relevant documents as required for the re-banding exercise or to cooperate with the investigation team for conducting the office audit without reasonable justification, the Board would consider suspending the consultant from tendering for AACSB consultancies in the category until the Board is satisfied that the consultant meets the minimum admission criteria for the category on the List. If a suspended consultant still cannot demonstrate that he can meet the minimum admission requirement within twelve months after the date of suspension, the Board would consider removal of the consultant from the List.

2.5.16 Removal of consultants from the List of Consultants of AACSB

- (a) Under the following circumstances, the Board would consider that a consultant does not have the technical capability, integrity and/or intention to undertake further AACSB consultancies, and would resolve to remove it from a particular category or all categories under the List of Consultants of AACSB (the List) with immediate effect unless acceptable explanations can be offered by the consultant.
- (i) A consultant fails or refuses to observe the rules and criteria pertaining to the administration of the List. (Section 2.5.4 of the AACSB Handbook refers)
 - (ii) A consultant has been suspended from tendering for AACSB consultancies in the appropriate category due to non-compliance with the minimum admission requirement such as inadequate number of qualified professional staff or as a consequence of the re-banding exercise or office audit conducted and still fails to meet the said requirement within 12 months after the date of suspension. (Sections 2.5.10 and 2.5.15 of the AACSB Handbook refers)
 - (iii) If it is noted in an office audit that a consultant has not practiced in local consultancy business of the relevant discipline actively for more than 5 years, a full-scale technical investigation of the firm would be conducted in order to check whether it is still eligible for retention on the List. For the avoidance of doubt, “not practiced” shall mean a consultant not engaging as lead or sub-consultant in local building project of appropriate nature of work of a total building cost (where applicable) being more than half of that stipulated in Appendix 1 of the AACSB Handbook - Minimum Entry Criteria for Consultants Lists.

External mitigating factors relating to changes in the business environment such as general economy, local and overseas market conditions, availability of human resources, level of competition in the market etc. would be considered by the Board.

- (iv) Continued poor performance of a consultant in consultancy agreement(s). (Sections 10.7.8 and 12.2.5 of the AACSB Handbook refers)
- (v) Other circumstances leading to removal of a consultant. (Section 10.8.14 of the AACSB Handbook refers)
- (vi) A consultant who has requested for the novation of existing consultancy agreement(s). (Section 9.5.3 of the AACSB Handbook refers)

- (vii) A consultant's technical proposal is considered by the Assessment Panel and endorsed by the AACSB as technically incompetent due to circumstances such as (1) non-submission of manning schedules for lead consultant and/or sub-consultants, (2) insufficient or unreasonable proposed manpower input, and (3) failure to include name(s) of proposed sub-consultant(s) despite it is mandatory required in the tender invitation documents on three or more occasions within a period of one year.
 - (viii) (Not used.)
 - (ix) A consultant withdraws tenders (technical and fee proposals) after the tender closing date for submission of technical and fee proposals without justifications to the satisfaction of the Consultants Review Committee and the AACSB on three or more occasions within a period of three years.
 - (x) If it is noted that a consultant has ceased its operation for three months or above without notifying AACSB, the situation should be reported to CRC for issue of warning letter by registered mail to the consultant and an ad hoc office audit should be conducted prior to seeking AACSB decision to remove this consultant from the List of Consultants of AACSB.
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- (b) For tender irregularities committed by consultants as mentioned in paragraphs (vii) and (ix) above, warning letter shall if practicable be sent by the AACSB to the consultants concerned before the expiry of the specified period.
 - (c) Depending on the circumstances, the Board would consider the period when a consultant would be eligible to apply for inclusion into the List after removal.

2.6 The Selection of a Consultant (*ETWB TC(W) No. 25/2003 has been subsumed under relevant sections of this Section 2.6 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.*)

2.6.1 Expression of Interest

To encourage more competitive submissions, the AACSB adopts the “Expression of Interest” method.

Under the Conventional Approach with EOI, all consultants in the appropriate band, other than those under suspension, will be invited to submit EOI proposals. Consultants who have submitted EOI proposals will be assessed, based on a set of pre-determined criteria, set out at Section 3.4.1, to arrive at a shortlist of normally four consultants. The shortlisted consultants will then be invited to submit technical and fee proposals for further evaluation and selection of a successful consultant.

If prior to invitation of EOI proposals, the Assessment Panel has decided that more than four consultants should be shortlisted, then the consultants invited to submit EOI proposals should be advised of the number of the consultants to be shortlisted. The number of consultants to be shortlisted should not normally exceed six.

A Consultant's selection is by way of the “Expression of Interest” method or direct submission of technical and fee proposals from the longlisted consultants. The Controlling Officer of the procuring department can decide whether to proceed with the Expression of Interest (EOI) having regard to factors such as availability of expertise sought, market reaction and urgency (SPR 440(b)). Prior approval by the Controlling Officer for not proceeding with Expression of Interest exercise should be obtained.

2.6.2 Open Invitation

Invitation of expression of interest or invitation of technical and fee proposals (if EOI is not required) will be sent to the longlisted consultants and posted on the Internet website of the Architectural Services Department (<http://www.archsd.gov.hk>). If there is no appropriate category of consultants under the List of Consultants maintained by the AACSB, the invitation of expression of interest will be opened to all consultants in the public through advertising in the press and/or the Internet website of the Architectural Services Department.

2.6.3 Limit of consultancies awarded

Normally, there should be no limit on the number and value of AACSB consultancies that may be awarded to a consultant.

2.6.4 Cancellation of consultant selection exercise

If a procuring department decides to cancel a consultant selection exercise, it should seek prior approval of the AACSB and provide detailed justifications for its decisions. For procurement of consultancy services with a value not exceeding \$10 million, the authority for cancelling a consultant selection exercise has been delegated to DCSCs. After obtaining the approval, the procuring department should promptly inform bidders of its decision.

Approval to cancel a consultant selection exercise is not required when no consultancy proposals are received after the close of invitation, or funding application is not approved by the Finance Committee of the Legislative Council.

3.0 PROCEDURES FOR THE SELECTION AND APPOINTMENT OF A CONSULTANT

3.1 Approval of the need to appoint a Consultant and availability of funds

- (a) Before a proposal is submitted to AACSB, the need to employ a Consultant must be established by the Head of Branch. For the availability of funds, according to Financial Circular No. 3/2020, to facilitate timely delivery of projects and reduce the risks of cost overrun or unnecessary lock-up of public resources, Works Departments are generally required to adopt parallel tendering in the procurement of works-related consultancies funded under the Capital Works Reserve Fund (CWRP) unless it is considered, upon a conduct of a risk assessment, that the risks outweigh the benefits involved or, where justified, have sought exemption from the relevant authority. Detailed guidelines for the adoption of parallel tendering for works-related consultancies funded under the CWRP are at Annex A of Financial Circular No. 3/2020.

While considering the adoption of parallel tendering, COs should conduct a risk assessment, taking into account the benefits and risks involved, for example, the possible lapse of tender validity, given the time required to secure funding approval from FC/LegCo and the controversy of the projects, etc.. Relevant considerations are also set in paragraphs 1 and 3(b) at Annex B of Financial Circular No. 3/2020.

However, it should be noted that under no circumstances may a consultancy agreement be entered into until funds have been approved for the agreement.

- (b) After conducting the risk assessment, in case the CO considers it inappropriate for a project to adopt parallel tendering (for example, the risks outweigh the benefits involved), the CO shall obtain prior approval from the respective approving authority for exemption as shown below:

Authority to be Delegated	Approving authority	Financial limit
Authority to approve exemption from parallel tendering for works-related consultancies funded under CWRP .	Directors of Bureaux of the project proponent (or their Permanent Secretaries if authorised by the Directors in writing)	No financial limit
	Controlling Officers of the project proponent	Not exceeding \$30 million

After obtaining approval from the relevant approving authority for exemption from adopting parallel tendering, the procuring department shall notify the Project Strategy and Governance Office of Works Branch of the Development Bureau in writing on the approval for exemptions with detailed justifications.

- (c) For non-works-related consultancies funded under the General Revenue Account (GRA) and CWRP (except works-related consultancies funded under CWRP), COs may consider adopting parallel tendering if the benefits outweigh the risks involved. The authority to initiate parallel tendering and consultants selection exercises shall follow the table in Section 3.1 (b). Detailed guidelines for the adoption of parallel tendering for non-works-related consultancies are at Annex B of Financial Circular No. 3/2020.

3.2 Pre-submission Procedures

3.2.1 Preliminary Steps

The Head of Branch concerned shall before approaching the Consultants Appointments Panel [CAP] :

- (a) consult other Heads of Branch to determine the need for the consultancy, obtain policy support from the relevant Director of Bureau for the employment of consultants and obtain approval under delegated authority to proceed with consultant selection;
- (b) identify the scope of the project including order of cost, the estimate of fees and time for completing the consultancy agreement;
- (c) define the scope of the consultancy ;
- (d) obtain a consultancy agreement number by submitting an application form at Appendix 11 to the Secretary, AACSB ;
- (e) convene an Assessment Panel , and
- (f) identify an appropriate consultant or prepare a shortlist by obtaining Expression of Interest.

3.2.2 Assessment Panel

3.2.2.1 Establish Assessment Panel

An Assessment Panel shall be established and a duly signed form of approval at Appendix 25 shall be copied to the Secretary of AACSB prior to the issue of a letter inviting Expression of Interest.

3.2.2.2 Functions of Assessment Panel

- (a) To determine the criteria for Longlist, and the criteria and marking scheme for the Shortlist, prior to sending out invitation letters for expression of interest and posting of the invitation notice on the departmental website.
- (b) To assess expression of interest proposals and to recommend a Shortlist of consultants.
- (c) To establish and agree on the marking scheme for technical proposals.
- (d) To endorse the technical/consultancy fee/fee quality weighting and the weighting of staff composition for assessing the manpower proposals from consultants prior to tender invitation.
- (e) To determine the criteria for defining the degree of non-compliance with minimum academic/professional qualifications and/or minimum experience and the associated multipliers to be applied for the assessment of the “adequacy of professional and technical manpower input”.
- (f) To review the approved Shortlist of consultants in case there are changes in circumstances that may have affected the original shortlisting results.
- (g) To assess the technical proposals and to affirm the technical suitability of the consultants for carrying out the consultancy.
- (h) To discuss and agree on special matters, if any, relating to AACSB submission and consultants selection.

3.2.2.3 Set up and Operation of Assessment Panel

- (a) An assessment panel shall be chaired by an officer ranked preferably at D2, but not lower than D1, and comprise members of not lower than senior professional ranks from appropriate Government departments, except that the assessment panel secretary may be of professional rank if he/she is non-marking.
- (b) Assessment panels formed by the ArchSD shall be chaired by an officer ranked at D1 level.
- (c) The chairperson of an assessment panel shall be appointed by an officer ranked at D3 or above in the procuring department. Assessment panel members shall be appointed by an officer ranked at D2 or above, who may be the chairperson of the assessment panel.
- (d) The chairperson and secretary of an assessment panel should preferably be non-marking to allow them to be more focus on discharging their duties, especially during assessment panel meetings. Nevertheless, this is not a mandatory requirement and will depend on the overall number of members, i.e. including the chairperson and secretary, in an assessment panel. If there are three members in an assessment panel, both the chairperson and the secretary should be marking. If there are four members in an assessment panel, the chairperson should be non-marking while the secretary should be marking. If there are five or above members in an assessment panel, both the chairperson and the secretary should be non-marking.
- (e) An assessment panel should normally have three to five marking members. The number of assessment panel members may exceed five for very complex assignments.
- (f) The composition (i.e. number of marking members and name of departments involved) of the assessment panel should be made known to the shortlisted consultants. However, the identities of the individual assessment panel members should not be disclosed to avoid any lobbying activities.
- (g) In general, every assessment panel member should carry equal weighting. Nevertheless, flexibility is allowed for assessment panel members to agree among themselves on their weighting to reflect the scope of their involvement in the assessment. Care should be taken to avoid a single member dominating the outcome of the assessment. The reasons for having unequal weightings should also be recorded in the minutes of the assessment panel meeting and incorporated in the submission to AACSB.

- (h) Each assessment panel member should conduct his/her assessment independently. Assessment panel members should not discuss or exchange views on the marking before the assessment panel meeting. However, assessment panel members may discuss technical issues to achieve better understanding of the proposals and to clarify facts before the assessment panel meeting.
- (i) Assessment panel members should acquaint themselves with the project background, issues, constraints and considerations relevant to the assessment exercise, and the procuring department should facilitate this by providing necessary information and documents to them. Normally all marking members should assess and mark the whole submissions from all bidders. Nevertheless, assessment panel members should not mark on sections or sub-sections which they do not have sufficient technical knowledge. The percentage marks for the various sections and sub-sections in the marking scheme should not be affected due to the fact that some assessment panel members do not give marks for a particular section or sub-section. There should be a minimum of three marking members for each section/sub-section. The scope of assessment by individual assessment panel members should be determined at or before the first assessment panel meeting and recorded in the minutes of the meeting.
- (j) For assignments with specialized areas where only some assessment panel members may have the competence to assess, setting up of sub-panels of competent persons may be considered by the assessment panel. Suitable persons outside the assessment panel could be appointed as sub-panel members, subject to the approval of an officer ranked at D2 or above. If sub-panels are to be set up, the assessment panel should determine the weighting assigned to each sub-panel before inviting proposals from the consultants. The assessment result of the sub-panels for each section/sub-section should first be worked out and then integrated with that of the main assessment panel, as if the sub-panel is an assessment panel member.
- (k) Justifications and decisions to adopt practices different from the usual should be recorded and incorporated in the relevant submissions to AACSB in a self-contained manner.

3.2.2.4 Third Party Member of Assessment Panel

- (a) At least one third party member with a rank not below a Senior Executive Officer or equivalent from the Client Bureau/Department or other departments should be invited to join as a full member of the Assessment Panel. It is in the interest of the procuring department to consult with other departments having a major interest in the fields and disciplines that are covered by the consultancy and who may be able to contribute to the consultant selection process.
- (b) Marking of the consultants' submissions by the third party member shall carry equal weighting as other members of the Panel, or the weighting can be adjusted as appropriate by the Chairman of the Panel to suit the nature of individual consultancy agreement.
- (c) Generally, all rules governing the conduct and procedures in assessing technical submissions by the Panel such as declaration of conflict of interest are also applicable to the third party member.
- (d) If no representative from other departments or bureaux is available, an officer of senior professional rank or above from another division different from the members of the Assessment Panel but within the same procuring department shall be invited.
- (e) The Assessment Panel shall report to the Secretary of AACSB with evidence provided in case there are practical difficulties in inviting representatives from other departments or bureaux for record purpose.
- (f) Details of the procedural arrangement for inviting and nominating a third party member to join the Assessment Panel are provided at Appendix 2.2.

3.2.3 Avoidance of Conflicts with Private Interest

- (a) Stores and Procurement Regulation (SPR) 180 - 195 stipulates that all officers involved in tender preparation or evaluation should declare their interests, if any, at the start of deliberations or as soon as they become aware of a potential conflict. Tender assessment panels should state in each tender evaluation report whether or not all members of the panel have declared their interest and, where conflicts of interest (actual or perceived) have been identified, what remedial action has been taken. Head of Branch shall adhere to the relevant SPR in managing consultancies processed through the AACSB.
- (b) In connection with the foregoing, Heads of Branch are required to include statements to the effect that they have addressed the issues of SPR 180 - 195 in their first submission to the AACSB, normally at the shortlisting stage, and in any subsequent submissions as and when the situation warrants. The form for Declaration of Conflict of Interest is at Appendix 3.2.
- (c) EMSD's seconded staff in ArchSD should comply with the rules for avoiding conflict of interest as set out in Financial Circular No. 7/2014 when they are involved in tender document preparation and/or tender assessment of consultancy agreements in which EMS Trading Funds have shown interest in bidding or have submitted bidding.
- (d) As recommended by the ICAC, reference should be made to its publication "Toolkit on Managing Declared Conflict of Interest for Civil Servants" for guidelines on supervisors' roles in managing conflict of interest declared by subordinates and the mitigating measures to be adopted. The publication can be found in the CCGO website (<http://icac.host.ccgo.hksarg/>).

3.2.4 Avoidance of Unnecessary Bundling of Consultancies

- (a) Proper packaging of consultancies for public works projects can help capitalise economics of scale, achieve administrative efficiency, and minimise interface issues. However, unnecessary bundling of consultancies may deprive tender opportunities of small and medium-sized consultants, which may in turn affect the healthy development of the consulting sector as a whole.
- (b) In packaging consultancies, procuring departments should not bundle them into bigger ones merely for the sake of administrative convenience unless there is strong justifications to do so. Instead, procuring departments should consider splitting consultancies into smaller and manageable sizes, where practicable, with due regard to the nature and requirements of each project as well as how the tender opportunities of small and medium-sized consultants can be enhanced.

3.3 Longlisting of Consultants (*ETWB TC(W) No. 25/2003 has been subsumed under relevant sections of this Section 3.3 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.*)

3.3.1 Lists of Consultants Maintained by AACSB

Refer to Section 2.5.1 for Lists of Consultants maintained by AACSB.

Refer to Section 2.5.6 and Technical Reference No. 10 at **Appendix 36** for banding of consultants.

3.3.2 Longlist of Consultants

- (a) The Head of Branch shall, base on the value of Project Estimate of the consultancy, determine the appropriate band of consultants to be invited and disciplines of sub-consultants involved. A written request should be forwarded to the Secretary of CAP for obtaining the Longlist of consultants and sub-consultants (if applicable). All consultants in the appropriate band, other than those under suspension, will be invited to express their interest in bidding for the consultancy.
- (b) The value of Project Estimate is, for the above purpose, defined as the Base Value of Work which comprises costs for the following:
 - (i) Site Works
 - (ii) Building Works
 - (iii) Building Services
 - (iv) Drainage & External Works
 - (v) Contingencies
 - (vi) Other Items Relevant to Individual Discipline
- (c) The selection of a lead Consultant/multi-disciplinary Consultant will only be considered by AACSB for design disciplines. The selection of a quantity surveying Consultant must be made independently of the design Consultant. Likewise, the selection of a project management Consultant, would be made independently of the design Consultant. A consultancy for project management may be considered from any discipline.
- (d) Where a specialist Sub-consultant is proposed, AACSB will expect the Head of Branch to have consulted with the relevant government department(s) in respect of the use of that Sub-consultant. The following departments should be consulted in respect of the disciplines listed :
 - (i) EMSD : E&M Engineering
 - (ii) GEO, CEDD : Geotechnical Engineering
 - (iii) CEDD : Civil Engineering
 - (iv) EPD : Environmental
 - (v) HyD, TD : Traffic and Transport

3.3.3 Invitation for Expression of Interest

- (a) Subject to the decision of the Controlling Officer and the agreement of the Assessment Panel, the Head of Branch shall send an invitation letter (a sample is given in Appendix 3.1) to those consultants on the Longlist requesting them to express an interest in being considered for the consultancy. The invitation should include a description of the consultancy, i.e. a draft Brief with information sufficient for the consultants to prepare their submissions, the deadline for submission and the requirements of submission. Consultants should be requested to limit their EOI submission to a maximum of six (or four for less complex and technically straightforward assignments if considered appropriate by the Assessment Panel) A4 pages. No attachments whatsoever should be included, except for the curriculum vitae of the core personnel likely to be employed on the consultancy. Late submissions or submissions containing pricing information will not be considered. Each consultant shall also be asked to declare any involvement or interest that may be in real or apparent conflict with the duties to be performed upon its appointment for the consultancy. Any involvement or interest declared should be carefully considered but should not automatically bar the consultant from being further considered in the selection process.
- (b) The procuring department should generally allow no less than two weeks for the shortlisted consultants to submit technical and fee proposals. Otherwise, approval by the respective Project Director or Assistant Director of the procuring department is required. If the time allowed for submission of technical and fee proposals is less than two weeks, it should be stated in the letter for invitation of EOI proposals.
- (c) The scope of consultancy should be clearly identified in the draft Brief and there should not be any significant change in the Brief included in the subsequent invitation for Technical and Fee Proposals.
- (d) The invitation letter shall also include the names of all consultants and sub-consultants that have been approached for the consultants' information.
- (e) For a consultancy requiring the engagement of sub-consultants, the lead consultant will be allowed to choose freely sub-consultants from the relevant band in the appropriate categories. The lead consultant should identify his proposed sub-consultants during the Expression of Interest stage. The consultants shall be informed in the invitation letter that the lead consultant is not allowed to change his sub-consultants in the subsequent technical proposal submission without acceptable justifications.

- (f) Prior approval from AACSB for invitation of Expression of Interest is required if the proposed consultants selection method or the consultancy documents differ from the requirements stated in this Handbook, e.g. amendments of GCE / SCE , Schedule of Fees, consultancy brief, etc, such that the procurement policy or the scope of the consultancy bid would be affected significantly.
- (g) The respective Director's Representative shall prepare the information on Invitation of Expression of Interest and submit its soft and hard copies to the Secretary of AACSB three working days before the invitation letters for Expression of Interest are sent to the eligible consultants in the List of Consultants of AACSB. Project title and name of the DR's Delegate shall be presented in both English and Chinese in the submission. A copy of the invitation letter for Expression of Interest shall also be copied to the Secretary of AACSB for record purpose.

The information shall include:

Date of Invitation of Expression of Interest

Consultancy Agreement No.

Project Title

Names of Lead Consultants Invited

Names of Sub-Consultants Available for Selection by Lead Consultants

Closing Date and Closing Time for Submission of Expressions of Interest

Name and Telephone No. of the DR's Delegate

The Secretary of AACSB shall post the information on Invitation of Expression onto Architectural Services Department's website on the day of which the invitation letters are sent to the eligible consultants and remove the same from the website one week after the closing date set for the submission of Expression of Interest.

- (h) The standardised closing time for consultancy submissions is 12:00 noon **Tuesday**. In the event a tropical cyclone warning signal No. 8 or above is hoisted, or a black rainstorm warning signal or "extreme conditions after super typhoons" announced by the Government is/are in force between 9:00 a.m. and 12:00 noon on the submission closing date, the submission closing time will be postponed to 12:00 noon on the next working day.
- (i) Late submissions of expression of interest proposals will not be considered in any circumstances. If a submission is received after the deadline indicated in the invitation letter for Expression of Interest, the procuring department should record the date and time when the submission was received. The department should then return the late submission to the consulting firm concerned, with an indication that the submission is not accepted as it has been received after the deadline.

3.3.4 Open Invitation for Expression of Interest

If there is no appropriate category of consultants under the Lists of Consultants maintained by the AACSB, the invitation of expression of interest will be opened to all consultants in the public via the website of the Architectural Services Department (www.archsd.gov.hk) or the website of the procuring department concerned.

3.4 Shortlisting of Consultants

3.4.1 Selection Criteria for Shortlisting

- (a) Consultants who have submitted Expression of Interest shall be assessed and shortlisted based on the set of pre-determined criteria and the corresponding weightings as shown in the table below. In particular, “Full Marks Approach” will be adopted for assessing selection criteria (iii) and (iv). Full marks will be attained by consultant if the consultant is able to meet quantitative specifications to be set out by the Assessment Panel. However, each assessment panel member shall individually assess whether the quantitative specifications have been met.

Selection Criterion		Percentage mark to be allocated	
		All consultancies other than Non-design-focused disciplines (i.e. quantity surveying)	Non-design-focused discipline (i.e. quantity surveying)
(i)	Appreciation of the key requirements and constraints/risks <small>Note 1</small>	5-10%	5-10%
(ii)	Approach and strategy to meet the requirements of the assignment (departments may include sub-criteria where appropriate, to cover the consultants’ approach and strategy on innovation, creativity, mechanisation, prefabrication, other productivity enhancements, cost reduction, expenditure leveling, etc.) <small>Note 2</small>	20-40%	10-25%
(iii)	Previous relevant experience both in Hong Kong and elsewhere <small>Note 3</small>	5-10%	5-10%
(iv)	Knowledge, experience and capability of core personnel <small>Note 4</small>	35-45%	35-45%
(v)	Past performance of the consultant	10-20%	10-20%
(vi)	Past performance of sub-consultants	0-10%	0-10%

Note 1 : Criterion (i) shall be assessed based on the consultant's appreciation of key requirements and constraints/risks additional to those set out in the Brief. If no additional appreciation is included, a "fair" grading at most should be given.

Note 2 : Consultants' detailed proposals for criterion (ii) are not expected and shall not be assessed in the shortlisting stage but the consultants are encouraged to indicate their broad approach and strategy, particularly on innovative ideas, productivity enhancements, cost savings which may demonstrate their edge in undertaking the assignment.

Note 3 : For attaining full mark (i.e. grade VG) in selection criterion (iii), a consultant shall possess experience in [5] or more relevant consultancy assignments in local or non-local building projects of similar scope and complexity and completed by the Consultant within [10] years on or before the original or the extended Expression of Interest submission closing date. The quantitative specifications as agreed by the Assessment Panel should be included in the invitation documents. Likewise, the selection criteria for the other grades shall be determined accordingly. Same set of selection criteria shall be adopted in both the Expression of Interest and the Technical and Fee Proposals invitation documents. The format of marking guideline may be as follows (for illustrative purpose only):

No. of relevant consultancies involved	Grade
[5] or more	VG
[3] to [4]	G
[1] to [2]	F
0	P

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

Note 4 : For attaining "F" grade or above, a consultant shall provide the minimum number of core personnel who should possess the corresponding minimum qualification and experience as set out in Table 1 and Table 2 below. Same marks shall be allocated to the core personnel under the same designation.

If the number of core personnel proposed by the consultant for a particular designation is more than that specified in the invitation documents, the average marks per person attained by the core personnel for that particular designation would be adopted in tender assessment. If the number of core personnel proposed by the consultant for a particular designation is less than that specified in the invitation documents, the core personnel proposed will be marked based on the relevant selection criteria while the core personnel missing in the submission will be graded "P".

Table 1: Requirements on Number, Qualification, Experience and Relevant Job Reference

[Guidance Note: Under normal circumstances, the following table(s) for core personnel shall be adopted.]

Core Personnel Designation	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route or academic route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

^ Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.
- (ii) To add additional tables if required.
- (iii) To elaborate "Relevant Job Reference" in view of the specific nature of the project where appropriate.
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

[Guidance Note: Under special circumstances, the procuring department may, subject to the endorsement by the AD/PD or an officer at D2 rank or above, specify the requirements of post qualification experience above the minimum requirements for core personnel as set out in Table 2 below under “VG” and/or “G” grades in order to suit specific need of individual projects. The procuring department shall critically review to ensure that there is no over-specification on such requirements under “VG” and “G” grades. Tables A, B, C and D are provided below as examples.]

Table A

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table B

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table C

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional)	Not less than [5] projects	VG
	Not less than [15] years (professional)	Not less than [3] projects	G
	Not less than [12] years (professional)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table D

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional); or Not less than [23] years (academic)	Not less than [5] projects	VG
	Not less than [15] years (professional); or Not less than [20] years (academic)	Not less than [3] projects	G
	Not less than [12] years (professional); or Not less than [17] years (academic)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

[^] Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

(i) The sum of marks allocated to all core personnel shall be 100.

(ii) To add additional tables if required.

(iii) To elaborate “Relevant Job Reference” in view of the specific nature of the project where appropriate.

(iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

The minimum requirements on qualification and experience of individual categories of staff are shown in Table 2 below. Only the qualification and experience obtained by the proposed staff on or before the closing date of submission of Expression of Interest (or if it has been extended, the extended date) for this tender shall be counted.

Table 2: Minimum Requirements on Qualification and Experience

Staff category	Route	Minimum academic / professional qualifications	Minimum experience requirement
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience

[Guidance Note: Include other categories of staff if required.]

- (b) The above criteria should not be sub-divided except item (ii). Each panel member shall grade each criterion, except past performance (which shall normally be marked using the Consultant's Past Performance Ratings in accordance with Appendix A of DEVB TC(W) No. 2/2016), for the marking of the EOI submission as either "very good", "good", "fair" or "poor". The marks that shall correspond to these grades are: 100%, 80%, 60% and 30%, respectively. The assessment panel should include a separate agenda item to discuss widely differed marks (marks differing by two grades or more). Such discussion on why marks have been so different and conclusions of the discussion (e.g. whether or not marks have been adjusted following the discussion; why diverged views/marks have been considered acceptable) should be properly recorded in the minutes.
- (c) In order to render widely differed marks to be easily and readily spotted, the marking on criteria (i) to (iv) above should be presented as either "VG", "G", "F" or "P" as the case may be, in the summary of assessment of EOI.
- (d) If sub-consultants are not required in a consultancy, the original portion of marks allocated to the "past performance of sub-consultants" criterion should be transferred to the "past performance of the consultant" criterion.
- (e) The selection criteria for shortlisting shall be determined by the Assessment Panel, endorsed by the Head of Branch and included in the letter for invitation of Expression of Interest.
- (f) The Assessment Panel shall seek approval from the AACSB if there is deviation from the selection criteria for shortlisting listed in item (a) of this clause.

3.4.2 Forming of the Shortlist

Based on the expressions of interest received from the longlisted consultants, a Shortlist of normally **four** suitable consultants (In specialist fields, this may not be possible. In such instances the AACSB may be approached with a smaller number of consultants.) shall then be prepared based on the outcome of the assessment carried out by the Assessment Panel and submitted to AACSB for Stage I approval. The proforma for Stage I submission is at Appendix 3.2.

Refer to Section 2.6.1 if more than four consultants are shortlisted.

3.5 Submissions to AACSB (ETWB TC(W) No. 25/2003 has been subsumed under relevant sections of this Section 3.5 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.)

3.5.1 Flow-charts

Flow-charts of the selection and appointment process are at Appendix 2.1.

3.5.2 General

- (a) Submissions to AACSB should be addressed to the Chairman, AACSB through the Secretary CAP. The submissions should be made in the standard formats shown at Appendix 3.2 to 3.6, classified as RESTRICTED (CONTRACT) and contain the information under the following headings :
 - (i) Consultancy Agreement Number and Title;
 - (ii) PWP Item No & title, or other authority to employ a Consultant and source of funding;
 - (iii) a statement of the approval required;
 - (iv) background (including a referenced list of AACSB's previous decisions, if any, pertinent to the project) and justification for the recommendation, and
 - (v) relevant supporting information pertinent to the type of submission. (See Section 3.5.3).
- (b) The checklist proforma for AACSB submission for internal reference and use is given at Appendix 44.
- (c) Submissions to AACSB may be processed by circulation or considered in the AACSB meeting.

3.5.3 Types of Submission

- (a) Submission to AACSB : Stage I Submission

This submission is for seeking AACSB's approval of a shortlist of consultants and/or approval of some factors for the assessment of technical and fee proposals.

The submission shall include:

- (i) the scope of the project and the consultancy;

- (ii) anticipated commencement date and duration of the consultancy;
- (iii) recommendation of a Shortlist of consultants and the list of sub-consultants (if any) if Expression of Interest has been adopted;
- (iv) an assessment of each shortlisted Consultant, including the shortlisting criteria used, marking system and minutes of the Assessment Panel meeting(s) if Expression of Interest has been adopted;
- (v) give reasons for selecting each Consultant shortlisted and for rejecting those not selected if Expression of Interest has been adopted;
- (vi) Fee basis, proposed technical/consultancy fee/fee quality weighting and the marking system for Technical Proposals;
- (vii) estimated project value, estimated fees and fee basis;
- (viii) estimated manpower input with breakdown for each category of staff;
- (ix) notional value for additional Services;
- (x) Conflict of Interest Declaration forms;
- (xi) Availability of funding;
- (xii) proposed non-standard Special Conditions of Employment, if any, with policy and legal clearance as appropriate;
- (xiii) a draft Brief;
- (xiv) Schedule of Fees;
- (xv) proforma for the presentation of Fee Proposals;
- (xvi) weighting of staff composition for assessing the manpower proposals from consultants; and
- (xvii) Determine the criteria for defining the degree of non-compliance with minimum academic/professional qualifications and/or minimum experience and the associated multipliers to be applied for the assessment of the “adequacy of professional and technical manpower input”.

The proforma for Stage I approval is at Appendix 3.2.

The approved shortlist of consultants shall be valid for 90 days from the date of Stage I Approval by AACSB. If Stage II submission is not received by the Board within the validity period, the shortlist of consultants will become invalid and a new EOI exercise will be required unless justification for extending the validity period is provided and approved by the CAP or the procuring department.

Following approval of a shortlist by AACSB, the unsuccessful consultants should be notified promptly by the procuring department using the standard letter at Appendix 3.7, and each successful consultant should be requested to submit both technical and fee proposals.

(b) Submission to CAP : Request for Endorsement of Technical Assessment and Release of Fee Proposals

This submission is for seeking CAP's endorsement of technical assessment and subsequent release of fee proposals by the Chairman of AACSB.

- (i) After finalizing the technical assessment by the Assessment Panel, the procuring department shall submit the summary of the results of the technical assessment together with a copy of the minutes of the Assessment Panel Meeting (see sample at Appendix 3.3) to the Chairman of the CAP requesting for endorsement of the technical assessment and for release of Fee Proposals. A sample memo for Endorsement of Technical Assessment and Release of Fee Proposals is given at Appendix 3.3.
- (ii) If the Assessment Panel considers that the technical proposal of a consultant is unacceptable or is technically incompetent and shall not be considered further, the detailed justifications shall be recorded in the minutes of the Assessment Panel Meeting.
- (iii) In case the Assessment Panel has encountered some peculiar or controversial issues during the technical assessment that may critically affect the outcomes of the technical assessment, the Assessment Panel should notify the CAP requesting AACSB to approve the assessment results prior to opening of the consultants' fee proposals. This would eliminate the risk of wrongly opening a consultant's fee proposal.

- (iv) If EOI has been adopted, subject to endorsement of the results of technical assessment by the Chairman of CAP, fee proposals of those consultants who are technically competent will then be opened by the Chairman of AACSB, recorded and returned to the procuring department.
 - (v) If technical and fee proposals are directly invited from the longlist of the consultants, subject to endorsement of the results of technical assessment by the Chairman of CAP, fee proposals of those consultants who are technically competent will then be opened by the Chairman of AACSB, recorded and returned to the procuring department.
- (c) Submission to AACSB : Stage II – Nomination Stage

This submission is for seeking AACSB's approval of a recommended consultant.

After finalizing the combined assessment of technical and fee proposals by the Assessment Panel, the procuring department shall make a formal submission and recommendation to the Chairman of CAP for seeking AACSB's approval on the final selection of consultant.

The submission shall include:

- (i) name of the recommended consultant;
- (ii) fee proposed by the recommended consultant;
- (iii) minutes of the Assessment Panel Meeting for the technical assessment and the decisions made to deal with irregularities, if any;
- (iv) summary of assessment of technical proposals;
- (v) assessment of technical and fee proposals;
- (vi) summary of technical and fee proposals;
- (vii) Availability of funding;
- (viii) not used;
- (ix) fee analysis of recommended consultant;

- (x) soft copies of any previous DCSC submissions. (If applicable, department should attach a CD-Rom/DVD-Rom containing soft copies of all previous submissions approved by DCSC for the same agreement (with record of approval) but not having been submitted to AACSB before. Each previous submission should be contained in a single pdf file.); and
- (xi) The signatory's confirmation that, to the best of his/her knowledge, the need for safeguarding national security has been fully taken into account and the recommendation on the appointment to be accepted would not be contrary to the interest of national security.

The proforma for Stage II Submission is at Appendix 3.4.

Following approval of a preferred Consultant, each unsuccessful Consultant should be notified by the procuring department. Also, each shortlisted Consultant shall be notified of the technical marks and fees in accordance with Section 3.15.

(d) Direct Selection of a Consultant

Direct Selection of consultants should only be adopted in exceptional circumstances with the prior approval of the AACSB. Circumstances which warrant direct selection of a consultant without recourse to normal invitation of Expression of Interest and shortlisting procedures may include:

- (i) Upon a detailed preliminary assessment, there is only one consultant possessing the necessary knowledge and expertise for the assignment;
- (ii) Where the work required is so urgent that a serious problem would arise if normal selection procedures were used, and where a suitable consultant is clearly available.

Where a Consultant is to be appointed by direct selection, fees shall be agreed in accordance with Section 5.0 - Fee Remuneration. Where technical proposals are required these shall be submitted and assessed in accordance with Sections 3.8 and 3.10.

All fee packages shall be negotiated, if possible as a lump sum fee independent of the cost of the works. If it is considered that the negotiation of a lump sum is not feasible, the fee could be based on time charges capped by a ceiling, to be approved by the AACSB.

The proformas for the approval for direct selection of a Consultant are at Appendices 3.5 and 3.6.

3.6 Fee Remuneration

- (a) The Government's current system for the selection and remuneration of architectural and associated consultants provides for an element of fee competition in the selection process and aims, as far as possible, to base the remuneration of consultants on a fixed lump sum fee independent of the cost of the works. If it is not feasible to invite competitive lump sum fee proposals for a consultancy, the AACSB may agree to invite competitive fee proposals on time-charges or percentage basis provided that justifications must be fully documented in the submission to AACSB.
- (b) When remuneration is to be based upon a lump sum fee independent of the actual cost of the works technical merit **must** be the predominant criteria in the assessment process. Emphasis shall also be placed on a Consultant's approach to cost-effectiveness and contract management. The areas to be considered for the preparation of technical proposals and the method of assessment should be pre-determined by the Head of Branch to suit the nature, scope and complexity of the Assignment.

3.7 Notional Value for Additional Services

(The relevant content in Section 3.7(a) is given originally in ETWB TC(W) No. 23/2003, 23/2003A and 23/2003B.)

- (a) General

Before invitation of Technical and Fee Proposals, the procuring department shall:

- (i) establish the categories of staff e.g. partners/directors, chief professional, senior professional, professional, assistant professional and technical staff (with additional categories, and/or further breakdown into different ranks and disciplines if necessary), for the purpose of considering Consultants' fees for additional Services;
- (ii) specify the minimum qualifications, experience and other requirements for each and every category of staff. (see **Appendix 37**);
- (iii) determine the notional man-hours for additional Services for each and every category of staff. The notional man-hours shall be realistic and actually reflect the extent of additional Services anticipated by the procuring department;
- (iv) estimate the all-inclusive time charge rates for each and every category of staff by making reference to the similar rates proposed by Consultants in recent consultancies and other relevant information;

- (v) calculate, based on (iii) and (iv), a notional value for additional Services by adding the totals of the multiplication of the notional man-hours for additional Services and estimated all-inclusive time charge rates for all categories of staff.

The notional value for additional Services, to cover contingency and any designated services of unknown quantity e.g. S.I. supervision, shall depend on the comprehensiveness of the Brief and the nature of the Assignment. The notional value for additional Services shall not exceed 10% of the estimated lump sum fee. As stipulated in Technical Reference No. 7 in **Appendix 36**, the fee ceiling for additional Services to be approved by the AACSB shall be equal to the adjusted notional value for additional Services which is calculated by using the formula shown in Section 3.12(e), or 10% of the Consultant's lump sum offer for performing the Assignment accepted by the Employer, whichever is the lesser ("the fee ceiling"). If a percentage higher than 10% has been approved by the AACSB, it shall be used, in lieu of 10%, in the above consideration and the relevant clause in the Schedule of Fees for setting the fee ceiling.

(b) Notional value for additional Services determined by ArchSD

- (i) As a general guideline, the following range of percentage shall be adopted when determining the notional value for additional Services for ArchSD consultancy agreements under normal circumstances where substantial additional Services are not anticipated:

<u>Types of Consultancies</u>	<u>percentage of fees for notional value of additional Services to estimated lump sum fees</u>
Education	not exceeding 2%
Leisure Recreation	not exceeding 3 %
Community	not exceeding 5 %
Institutional Government	not exceeding 7 %
Medical & Health	not exceeding 10 %

- (ii) If the notional value for additional Services for ArchSD consultancy agreements exceeds the range of percentage listed in (b)(i) above, justifications shall be provided in Stage I Submission for the AACSB's approval. However, the notional value for additional Services should not exceed 10% of the estimated lump sum fee unless special circumstances justify.

- (iii) Since the accuracy of estimated lump sum fees is vital in the determination of notional value for additional Services, officers shall take into account current market conditions by making reference to the “Statistics on Awarded Fees of AACSB Consultancies” when calculating the estimated lump sum fees. The Statistics showing the lump sum fees for various functional types of AACSB consultancies awarded since 1 January 2000 can be obtained at the “Quantity Surveying Branch” section of the ArchSD intranet.

3.8 Invitation for Technical and Fee Proposals

- (a) Following the direct selection of a Consultant or AACSB's approval of a shortlist, the Head of Branch should invite the directly selected or each shortlisted Consultant to submit technical and fee proposals for the Assignment. In the case where EOI is not adopted, the procuring department shall invite the consultants from the Longlist to submit technical and fee proposals for the Assignment.
- (b) The letter of invitation and enquiry document for technical and fee proposals should be in the format at Appendices 5.1 and 5.2 and include any additional relevant background information, eg. the method whereby proposals shall be assessed (see Section 3.9) and the deadline for submissions, etc. The invitation should make it expressly clear that the Consultant should submit, under separate cover, both his technical proposal and his fee proposal to the Chairman, AACSB.
- (c) In order to mitigate against any conflict of interest, a list of all the consultants and sub-consultants involved in making submissions for the technical and fee proposals shall be included with the letter of invitation.
- (d) If EOI is adopted, the consultants shall be informed in the invitation letter for Expression of Interest proposals that the lead consultant should not be allowed to change his sub-consultants in the subsequent technical proposal submission without acceptable justification. However, if after the AACSB's approval of the Shortlist of consultants, there are changes in circumstances that may have affected the original shortlisting results, for instance change of sub-consultants by any shortlisted consultants, then the Assessment Panel shall conduct a review to examine whether the consultant should be excluded from the approved Shortlist. The CAP shall revert to the Board if the outcome of the Assessment Panel's review recommends change in the approved Shortlist of consultants. Where appropriate and practicable, all shortlisted consultants should be provided as soon as possible an updated list of shortlisted consultants and their sub-consultants (with the change(s) accepted) before the deadline for submission of the technical and fee proposals. The Government reserves its right to notify any consultant of the disqualification of the latter's T&F Proposals after the completion of the consultant selection exercise where appropriate.

- (e) A deadline (say at least five working days before the deadline for submission of the technical and fee proposals) shall be specified in the invitation letter for the shortlisted consultants to give notification of any change in their sub-consultants. The invitation letter must state clearly the consequences of not complying with this – late notification of the change may result in disqualification of the submission by the consultant. It also needs to explain that a notification shorter than the specified period is not allowed. The Assessment Panel should assess whether any late notification by a shortlisted consultant will result in disqualification of its submission on a case-by case basis. For example, there may be extenuating circumstances in which the proposed change of sub-consultant(s) is unavoidable and beyond the control of the consultant concerned. The procuring department should seek approval from the AACSB as soon as possible (preferably not later than the submission deadline for the T&F Proposals or the commencement of assessment of Technical Proposals, depending on the date the late notification is received) on the Assessment Panel's recommendation on whether the shortlisted consultant concerned should be disqualified or not as a result of the late notification. Decisions to disqualify or not to disqualify the consultant should be fully justified. In case of other change(s) to the approved shortlist of consultants, the procuring department should also seek approval from the AACSB.
- (f) The respective Director's Representative shall prepare the information on Invitation of Technical and Fee Proposals and submit its soft and hard copies to the Secretary of AACSB three working days before the invitation letters for Technical and Fee Proposals are sent to the shortlisted consultants. Project title and name of the DR's Delegate shall be presented in both English and Chinese in the submission. A copy of the invitation letter for Technical and Fee Proposals shall also be copied to the Secretary of AACSB for record purpose.

The information shall include:

Date of Invitation of Technical and Fee Proposals
Consultancy Agreement No.
Project Title
Names of Lead Consultants Shortlisted
Names of Sub-Consultants Selected by Lead Consultants
Closing Date and Closing Time for Submission of Technical and Fee Proposals
Name and Telephone No. of the DR's Delegate

The Secretary of AACSB shall post the information on Invitation of Technical and Fee Proposals onto ArchSD's website, with the assistance of SBSE/TI of ArchSD, on the day of which the invitation letters for Technical and Fee Proposals are sent to the shortlisted consultants and remove the same from the website one week after the closing date set for the submission of Technical and Fee Proposals.

- (g) The standardised closing time for consultancy submissions is 12:00 noon **Friday**. In the event a tropical cyclone warning signal No. 8 or above is hoisted, or a black rainstorm warning signal or “extreme conditions after super typhoons” announced by the Government is/are in force between 9:00 a.m. and 12:00 noon on the submission closing date, the submission closing time will be postponed to 12:00 noon on the next working day.
- (h) Late submissions of technical and fee proposals will not be considered in any circumstances. If a submission is received after the deadline indicated in the invitation letter for technical and fee proposals, the Secretary of AACSB will record the date and time when the submission was received and pass the unopened submissions to the procuring department accordingly. The procuring department should then return the late submission to the consulting firm concerned, with an indication that the submission is not accepted as it has been received after the deadline.
- (i) Disciplinary actions would be imposed on those shortlisted consultants who fail to submit technical and fee proposals despite their previous expression of interest. The following measures shall be implemented:
 - (i) Consultants shall include in their letter of declination justifications to the satisfaction of the Consultants Review Committee and the AACSB explaining their non-submission of technical and fee proposals. (Non-submission due to sub-consultants’ refusal to submit proposals is not an acceptable justification because the lead consultant is allowed to seek approval from the Consultants Appointments Panel for changing sub-consultants.)
 - (ii) Consultants will be suspended by AACSB from being invited to submit proposals for 6 months if there are 2 or more unjustified non-submissions within a period of three years. A warning letter (see Appendix 18) will be issued to the consultant after his first unjustified non-submission. AACSB’s approval should be sought for uplifting the consultants from the above suspension.
- (j) If before or during the invitation of Technical and Fee (T & F) Proposals for a consultancy, a shortlisted consultant notifies the procuring department that it would not submit T & F Proposals for that consultancy, the project team may, after considering the tender competition and constraints such as programme constraint, seek the written approval from the relevant Assistant Director / Project Director to invite the next eligible consultant in the priority shortlist of the same EOI exercise as a replacement.

If there is a replacement of a shortlisted consultant, the project team shall extend the invitation period so as to allow the replacement consultant with sufficient time to prepare the T & F Proposals, and inform all the invited consultants accordingly.

3.9 Pre-submission Meeting

When inviting technical and fee proposals, adequate time, commensurate with the complexity of the Assignment, shall be given to the Consultant to raise queries. For the benefit of all concerned a pre-submission meeting may be held to ensure that the requirements of the Brief are understood. Queries should be dealt with at such meetings and each Consultant informed of relevant matters arising.

3.10 Assessment of Technical Proposals

- (a) The assessment of technical proposals is most conveniently carried out by evaluating the proposal under a set of sections and sub-sections chosen for the Assignment under reference. Numerical values should be assigned to each sub-section and the particular sections weighted as appropriate. In particular, “Full Marks Approach” will be adopted for assessing the criteria of “Consultant’s experience” and the items of “Staff organization chart”, “Relevant experience and qualifications of core personnel” and “Responsibility and degree of involvement of named staff in the professional category or above” under the criteria of “Staffing”. Full marks will be attained by consultant if the consultant is able to meet quantitative specifications to be set out by the Assessment Panel. However, each assessment panel member shall individually assess whether the quantitative specifications have been met.

There is no passing mark in the assessment of technical proposals under Conventional Approach. Nevertheless, the Assessment Panel has to determine whether a consultant is technically competent to undertake an Agreement before the consultant’s fee proposal is opened. If a consultant is considered as technically incompetent, the Assessment Panel shall include justifications in the minutes of the Assessment Panel Meeting and recommend to the CAP for not proceeding with the fee assessment of the consultant concerned.

The criteria for assessment must be established prior to inviting submissions. The sections/sub-sections, numerical values and weightings should be dated. The date of compilation and the established criteria shall be submitted to AACSB. The established criteria should not be changed or supplemented except in exceptional circumstances and in any event endorsed by the CAP. The main sections, sub-sections and their numerical values and the weightings of technical and fee assessment should be made known to the Consultant. An example of technical sections/sub-sections and weightings is at Appendix 6 - Guidelines on the Assessment and Marking of Technical Proposals.

The procuring department should avoid using headcount of professional members to be deployed in the consultancy as an assessment criterion of the marking scheme (e.g. 1 mark per R.A./R.P.S./R.P.E.*, etc.) for Technical Proposal. If this assessment criterion is to be adopted, prior approval should be obtained from DEVB.

***Remark:**

- i) R.A. – Registered Architect;
R.P.S. – Registered Professional Surveyor;
R.P.E. – Registered Professional Engineer.
 - ii) The names of registered professionals mentioned are examples only. The requirement should apply to other corporate members of relevant professional institutes.
- (b) When assessing technical proposals involving sub-consultants of various disciplines, the weighting of marks in an individual discipline shall be in proportion to the ratio of value of works and/or the nature and complexity of that discipline to the estimated project value and/or the nature and complexity of the project.
- (c) To facilitate the debriefing for the unsuccessful bidders, the perceived strengths and weaknesses of each technical proposal discussed by the Assessment Panel should be recorded in the meeting minutes.
- (d) The technical assessment shall be carried out by the Assessment Panel. Similar to the assessment of EOI submissions, each assessment panel member shall grade each section/sub-section, except “past performance” and “adequacy of the professional and technical manpower input”, with “very good”, “good”, “fair” or “poor”. The marks that shall correspond to these grades are: 100%, 80%, 60% and 30% respectively. The assessment panel should include a separate agenda item to discuss widely differed marks (marks differing by two grades or more). Such discussion on why marks have been so different and conclusion of the discussion (e.g. whether or not marks have been adjusted following the discussion; why diverged views/marks have been considered acceptable) should be properly recorded in the minutes.
- (e) The conclusion of the assessment in the form of notes and a summary of the results will be forwarded to the Chairman of the CAP. The extent of the assessment procedure should be appropriate to the size and complexity of the Assignment.

3.11 Assessment of Past Performance

If an assessment panel considers that for a particular consultancy assignment, the past performance of sub-consultants should be one of the major considerations in selecting a consulting team, assessment of past performance of the sub-consultants may be carried out, but this decision shall be made prior to the invitation of Expression of Interest (EOI) proposals, and the longlisted and interested consultants shall be so informed.

The assessment panel shall, before the invitation of EOI proposals, determine the marks allocated to the “past performance of the consultant” and “past performance of sub-consultants” for the EOI assessment, as well as marks allocated to “past performance” in the marking scheme for technical proposals. If it is determined that past performance of sub-consultants should be assessed in technical proposals, the assessment panel should also determine the sharing of marks between “past performance of the consultant” and “past performance of sub-consultants”.

The following guidelines should be followed in the assessment of past performance of the consultant and sub-consultants in both the shortlisting stage and the nomination stage:

- (a) Assessment of past performance of a consultant and his sub-consultants (if applicable) should be carried out separately, based on their PPR published and updated by the DEVB.
- (b) If sub-consultants are not required in a consultancy, the original portion of marks allocated to the “past performance of sub-consultants” should be transferred to the “past performance of the consultant”.
- (c) In case more than one sub-consultant is required in a consultancy, the PPR shall be taken as the average of the PPR of those sub-consultants who have a PPR.
- (d) In case none of the proposed sub-consultants of a consultant has a PPR, the consultant should be assessed under the criterion “past performance of sub-consultants” as if he was a sub-consultant to himself.
- (e) Where a proposed sub-consultant is suspended from bidding under a category relevant to its work under the consultancy concerned, the weighted mark for such sub-consultant shall be zero.
- (f) The formula and cap given in section B(4) (f) and (g) respectively in Appendix B of DEVB TC(W) No. 2/2016 shall then be applied to translate the consultant’s PPR into the mark for “past performance of the consultant”, and the sub-consultants’ PPR into the mark for “past performance of the sub-consultants”.

Worked examples showing calculation of consultants’ and/or sub-consultants’ performance marks are at Appendix 3.2 and Appendix 3.3.

3.12 Assessment of Fee Proposals

- (a) Sealed fee proposals under separate cover shall be sent to the Chairman, AACSB directly by each consultant. Subject to endorsement of the results of technical assessment by the Chairman of CAP, fee proposals of those consultants who are technically competent will then be opened by the Chairman of AACSB and returned to the procuring department. The Assessment Panel will check the fee proposals, apply the approved consultancy fee weighting and fee quality weighting and make a report and recommendation through the CAP for endorsement to the AACSB for approval.
- (b) The fee proposal shall include, as appropriate to the Assignment:
 - (i) lump sum fee (and its basis i.e. percentage of fee on a theoretical or estimated cost of works or time charges); or

the percentage of fee or time charges (where the fee proposal is stipulated by the Head of Branch to be a percentage or time charge fees);
 - (ii) breakdown of the fee into the relevant stages of the Assignment showing the split among disciplines or stages where appropriate;
 - (iii) breakdown of the fee for staff cost and all other costs and expenses;
 - (iv) Proposed percentage adjustment for all-inclusive time charge rates for payment for additional Services.
 - (v) all-inclusive rates per man-month for deployment of Consultant's resident site staff ; or

on-cost rates per man-month for direct employment of resident site staff ; or

on-cost rates per man-month for government staff posted to the consultants by the Employer.
- (c) Not used.
- (d) Not used.

- (e) The Assessment Panel shall use the notional man-hours for additional Services, proposed percentage adjustment entered in the Fee Proposal and the all-inclusive time charge rates for additional Services to calculate the adjusted notional value for additional Services, by using the formula

$$\begin{array}{l} \text{Adjusted} \\ \text{notional value} \\ \text{for additional} \\ \text{Services} \end{array} = \Sigma \left[\begin{array}{l} \text{Notional} \\ \text{man-hours} \\ \text{for} \\ \text{additional} \\ \text{Services} \end{array} \times \begin{array}{l} \text{Proposed} \\ \text{percentage} \\ \text{adjustment} \end{array} \times \begin{array}{l} \text{All-} \\ \text{inclusive} \\ \text{time charge} \\ \text{rates in the} \\ \text{Fee} \\ \text{Proposal} \\ \text{Proforma} \end{array} \right]$$

where the proposed percentage adjustment is calculated by 100% + percentage adjustment factor (with corrections if necessary) in the Fee Proposal.

The adjusted notional value for additional Services will be added to other fee components to arrive at a total fee for assessment of Consultancy Fee.

The Fee Quality Score is an essential component of the Combined Score with the objective of suppressing exceptionally low charge rates. The Fee Quality Score, on a sliding scale of 0 to 10 as shown in the table below, shall be determined based on the calculated Factor for Marking Fee Quality as defined in the following formula.

Factor for Marking Fee Quality =

$$\frac{\text{lump sum fee of the bid}}{\text{Median of lump sum fees of all conforming bids}^+ \text{ (including the pre-tender estimate)}} \times \frac{1}{M_x}$$

whereas M_x is

$$\frac{\text{Weighted total manpower input of the bid}}{\text{Median weighted total manpower input of all conforming bids}^+ \text{ (including the pre-tender estimate)}}$$

+ For the purpose of determining the medians, those bids not proceeded for fee opening shall not be considered.

The Fee Quality Score shall then be determined as follows:

Factor for Marking Fee Quality	Fee Quality Score
≤ 0.5	0
> 0.5 and < 0.8	On sliding scale between 0 and 10
≥ 0.8	10

A worked example for ascertaining the Fee Quality Score is given at **Appendix 7.2**.

The fee ceiling for additional Services to be approved by AACSB shall be equal to the adjusted notional value for additional Services, or 10% of the Consultant's lump sum offer for performing the Assignment accepted by the Employer, whichever is the lesser.

- (f) Procuring departments shall reject bids which are considered to have been priced unreasonably low. Assessment of the reasonableness of a bid should take account of the following:
 - (i) prices quoted by conforming tenders;
 - (ii) pre-tender estimates for the consultancy;
 - (iii) prices, including overall prices as well as any unit rates for major items, quoted by the successful consultants in recent tender exercises;
 - (iv) market rates for major items, if available from other sources;
 - (v) cost build-up rates, including staff rates,
 - (vi) whether the price is heavily front-loaded.

Details of the assessment on the reasonableness of fees should be presented in the submission to the AACSB. As the case may be, the department should draw the attention of the AACSB on fees and rates which are considered substantially over or under-priced.

Practice Note for the assessment of unreasonably low bids for consultancy agreements is at Appendix 15.

3.13 Assessment of Technical and Fee Proposals for Direct Selection

The assessment of technical and lump sum fee proposals submitted by a Consultant chosen by direct selection shall be carried out in a similar manner to Sections 3.9 and 3.10 except that the sealed fee proposal shall be sent under separate cover to the appropriate Head of Branch and not to the Chairman of AACSB. The fee proposal shall remain sealed until technical assessment has been completed.

3.14 Technical/Consultancy Fee/Fee Quality Weightings

The following table should be taken as a reference in determining the specified weightings to be used for the Weighted Technical Score and the Weighted Consultancy Fee Score which together shall total 90%. The maximum Fee Quality Score is 10% thus making up a maximum Combined Score of 100%.

Agreement Type	Weightings for Different Complexity of Projects for Weighted Technical Score / Weighted Consultancy Fee Score (%)		
	Straight-forward	Normal	Complex
Feasibility (FS) or Investigation (I)	63/27	72/18	72/18
Design & Construction (D&C) or Investigation, Design & Construction (IDC)	54/36	63/27	72/18

The choice of weighting for a particular project shall be made by the Assessment Panel and shall be subject to the approval of the AACSB prior to inviting submissions.

The combined score of a conforming bid shall be calculated as the total of the weighted technical score, weighted consultancy score and fee quality score as follows in accordance with DEVB TC(W) No. 2/2016 and its subsequent updates (if any):

$$\text{Combined Score} = \text{Weighted Technical Score} + \text{Weighted Consultancy Fee Score} + \text{Fee Quality Score}$$

where:

$$(i) \quad \text{Weighted Technical Score} = \text{Specified weighting} \times \frac{\text{Technical score of the bid being assessed}}{\text{Highest technical score among all conforming bids}}$$

(ii) Weighted Consultancy Fee Score

Revised fee diving control mechanism is adopted in calculation of Weighted Consultancy Fee Score. A thresholds are set at 80% and 100% of the Median Consultancy Fee (Fx) which is the median of consultancy fees of all conforming bids and the pretender estimated consultancy fee worked out by the procuring department for that particular assignment.

If the consultancy fee of the bid being assessed falls between 0.8 Fx and 1.0 Fx (both inclusive), it will get the full weighted consultancy fee score.

If the consultancy fee of the bid being assessed is higher than 1.0 Fx but not 2.0 Fx, the assessment method of the weighted consultancy fee score will follow the formula below:

$$\text{Weighted Consultancy Fee Score} = \text{Specified weighting} \times \left(1 - \frac{\text{Fee of bid being assessed} - \text{Fx}}{\text{Fx}} \right)$$

If the consultancy fee of the bid being assessed is higher than 2.0 Fx, the weighted consultancy fee score will be zero.

If the consultancy fee of the bid being assessed is less than 0.8 Fx, the assessment method of the weighted consultancy fee score will follow the formula below:

$$\text{Weighted Consultancy Fee Score} = \text{Specified weighting} \times \left(0.6 + 0.4 \times \frac{\text{Fee of bid being assessed}}{0.8 \text{ Fx}} \right)$$

(iii) Fee Quality Score* = Sliding Scale of Factor for Marking Fee Quality

* Please refer to Section 3.12(e) for calculation of Fee Quality Score.

3.15 Notification of Technical Marks and Fees to each Shortlisted Consultant

- (a) When a Head of Branch invites a submission for an Assignment, the total mark awarded to each Consultant for technical merit and fee quality, together with the fee, all-inclusive time charge rates for additional Services and rates for RSS proposed by each, will be made known to only those making submissions and whose fee proposals have been opened. If a technical submission is technically incompetent, the fee submission shall be returned unopened to the consultant concerned.
- (b) After the award of a consultancy, the AACSB Secretary will endorse the Summary of Technical and Fee Proposals (see proforma at Appendix 8.1) which is prepared and submitted by the procuring department during the Stage II Submission. The AACSB Secretary will return the endorsed Summary of Technical and Fee Proposals to the procuring department.
- (c) The Head of Branch shall notify all the consultants who have submitted technical and fee proposals of the assessment results using the standard letters at Appendix 8.2. The winning consultant and other consultants who are technically competent and whose fee proposals have been opened shall be provided with the Summary of Technical and Fee Proposals together with the tender feedback information as listed in the standard letter at Appendix 8.2. The Summary of Technical and Fee Proposals and the tender feedback information shall not be provided to those consultants who are rated technically incompetent in the assessment of technical proposals or whose fee proposals have not been opened. Under no circumstances should the names of consultants be disclosed when informing each consultant of the total technical marks and fees.
- (d) Apart from the assessment results, those unsuccessful consultants whose technical proposals have been completely assessed for a consultancy agreement with the awarded fee or fee ceiling over \$3 million, shall also be notified that they can lodge a request for a debriefing as stipulated in Technical Reference No. 15 at Appendix 36. Provisions for debriefing are also included in the standard letter at Appendix 8.2.

- (e) The Secretary of AACSB shall prepare the information on Agreements Awarded for AACSB consultancies in both English and Chinese and post the same onto ArchSD's website once the agreement is executed by the selected consultant.

The information shall include:

Consultancy Agreement No.
Project Title
Name of Lead Consultant Selected
Names of Sub-Consultants Selected
Consultancy Fee and Fee Basis
Anticipated Project Commencement Date
Anticipated Project Completion Date

The above information shall remain on the website for 6 months after the agreement is executed.

- (f) Once the Agreement is signed by the approved Consultant the Arch SD Senior Treasury Accountant and the Secretary of AACSB should be informed in accordance with Section 6.6. A standard Letter of Appointment is at Appendix 4.
- (g) Under Stores and Procurement Regulation 530(c), any documents of unsuccessful consulting firms may be destroyed three months after the date the relevant contract has been executed.

3.16 Electronic Dissemination of Invitation Documents for Consultancies

Electronic dissemination of documents is required for invitation of expressions of interest, and technical and fee proposals. Details are given in Annex E of Appendix 8.3 and the Guidelines at Appendix 8.3.

3.17 Electronic Submission of Consultancy Proposals on Removable Media

Consultants may elect to submit their expressions of interest and technical and fee proposals in electronic format. Details are given in Annex F of Appendix 8.3 and the Guidelines at Appendix 8.3.

3.18 Recording and Reporting of Consultants' Fees

- (a) In order that the same figure for consultants' fees or the combined total of consultants' fees shall appear in departmental files and in correspondence, AACSB reports, presentation of consultants' fees should be in a consistent manner.
- (b) Where a Consultant's fee relates to part of the consultancy fees, eg. a single phase of a multi-phase project, this must be noted and the total estimated consultancy fee should be reported in submissions to CAP and AACSB.

3.19 Operational Procedures to Deal with Changes in the AACSB List of Consultants that Occur During Various Stages of the Consultant Selection Process

- 3.19.1 The status of firms in the AACSB List of Consultants [List] has often been changed for various reasons such as suspension due to poor performance, downgrading to Band 2 due to insufficient qualified professional staff, upgrading to Band 1 as a result of re-banding exercise, inclusion of a new firm on the List, etc.
- 3.19.2 In order to avoid confusions that may arise when these changes occur during the consultant selection process, the following operational procedures for determining the eligibility of a consultant to bid for a consultancy under different scenarios should be followed.
 - (a) Scenario A i.e. From Compiling the List of Consultants for Inviting EOI to the Deadline for Submission of EOI
 - (i) Prior to invitation for EOI, the project team should check with the Consultant Management Unit [CMU] of ArchSD on the most updated List. A copy of the invitation letter should be sent to Technical Secretary/1 of ArchSD [TS/1] for record.
 - (ii) The general rule is that only consultants eligible at the time of invitation should be longlisted to submit EOI. After the EOI invitation letters have been issued, the Longlist should not be changed.

- (iii) A provision has been included in the invitation documents stating that the lead consultants must ensure that the listing status of them and their sub-consultants is valid at the time of submission of EOI proposals. Failure to comply with this requirement will lead to disqualification of the consultants' EOI submissions.
- (b) Scenario B i.e. From Assessing EOI Submissions to the Final Approval of Stage I Submission of the Shortlisting Results by AACSB
 - (i) During the EOI assessment stage, the assessment panel should keep track on any change on the eligibility for appointment of those lead and sub-consultants who have submitted the EOI, particularly prior to the Stage 1 submission for seeking approval of the shortlisting results by AACSB.
 - (ii) For the purpose of determining whether a consultant is eligible for shortlisting after his banding status has been changed, the assessment panel shall refer to the banding status of a consultant prevailing at the time when AACSB Stage I approval is given, not at the time of EOI invitation or submission. Notwithstanding the above, according to section (B)(4)(h) in Appendix B of DEVB TC(W) No. 2/2016, a consultant who is under suspension from bidding shall not be shortlisted for submission of T & F Proposals.
 - (iii) If a proposed shortlisted lead consultant becomes ineligible for consideration because of the change in listing status, then the next eligible consultant in the priority shortlist of the same EOI exercise shall be submitted to AACSB in lieu.
 - (iv) Similarly, if a proposed shortlisted lead consultant has teamed up with a sub-consultant who is no longer eligible for shortlisting, such lead consultant should be given the opportunity to select another eligible sub-consultant from the updated List for replacement within two weeks from the date of being notified of the change in the sub-consultant's listing status. Under such circumstances, re-assessment of EOI should be conducted. If in the re-assessment, the proposed shortlisted lead consultant falls outside the shortlist, the next eligible consultant in the priority list should replace it.

- (c) Scenario C i.e. From Inviting T & F Proposals to Final Approval of Stage II Submission of the Nominated Consultant by AACSB
- (i) Prior to invitation for Technical and Fee [T & F] proposals from the shortlisted consultants, the project team should check with the CMU on the most updated List and notify the CMU by sending a copy of the invitation letter to TS/1 for record.
 - (ii) The project team should with the assistance of the CMU keep track of any change in the listing status of firms that occurs during the invitation period, in particular during the Stage II submission for seeking approval of nomination of consultant by AACSB.
 - (iii) If before or during the invitation of T & F proposals, a lead consultant has been suspended from bidding, then the project team may, after considering the tender competition and constraints such as programme constraint, seek the written approval from the relevant Assistant Director / Project Director to invite the next eligible consultant in the priority shortlist of the same EOI exercise as replacement (if EOI has been adopted). If there is a replacement of a shortlisted consultant, the invitation period should be extended in order to allow the replacement consultant with sufficient time to prepare the T & F proposals and all the invited consultants shall be informed accordingly. Regarding sub-consultants, as stipulated in the standard invitation letter of T & F proposal, the lead consultant has the right to team up with another sub-consultant if justification is provided.
 - (iv) For consultancies adopting Formula Approach or Conventional Approach without EOI for selection of consultants, only consultants eligible at the time of invitation should be longlisted to submit T & F proposals. After the T & F invitation letter has been issued, the Longlist should not be changed.
 - (v) A provision has been included in the invitation documents stating that the lead consultants must ensure that the listing status of them and their sub-consultants is valid at the time of submission of T & F proposals. Failure to comply with this requirement will lead to disqualification of the consultants' T & F proposals.

(vi) The “90-day Rule”

Once the shortlisting results in Stage I submission have been approved by AACSB, then, irrespective of the prevailing banding status, a lead or sub-consultant shall be eligible for the invitation for T & F proposal and the subsequent award of the bid, provided always that the Stage II submission of the nominated consultant is made within 90 days of AACSB Stage I approval, or such extension as may be granted by the Consultants Appointments Panel [CAP] or procuring department. If extension of validity of shortlist of consultants is granted by the CAP or procuring department, the project team should inform the shortlisted consultants that assessment of technical submissions will take longer time due to such extension.

- (vii) Notwithstanding the 90-day rule above, for a consultant who is downgraded or suspended after he has submitted the T & F proposals or a consultant, although not suspended from bidding but serious default or non-performance of him (such as those mentioned in paragraph 22 of Annex I of DEVB TC(W) No. 3/2016) has been made known to the assessment panel, the assessment panel shall carefully consider whether the proposals of such consultant should be further processed. If the assessment panel decides not to further process the bid of such a consultant, they should seek endorsement from AACSB on such decision before continuing with the consultant selection exercise.

(d) Scenario D i.e. From the Final Approval of Stage II Submission of the Nominated Consultant by AACSB to Final Execution of the Agreement

- (i) Prior to the award of the consultancy, the project team should check whether the nominated lead and sub-consultant is still eligible for appointment.
- (ii) If the nominated lead and sub-consultant have poor performance or been suspended, the project team should according to the principle of section (B)(4)(i) in Appendix B of DEVB TC(W) No. 2/2016 critically consider whether the nominated lead consultant is still technically capable or appropriate for entering into the agreement with Government. If necessary, subject to the approval of AACSB, the next best consultant in the combined technical and fee assessment will be nominated.
- (iii) Regarding suspended or removed sub-consultants, such lead consultant should, subject to the agreement of the Director’s Representative, be given the opportunity to select another eligible sub-consultant from the updated List for replacement.

3.20 Validity Period of Consultancy Proposals

- (i) Consultants are required to confirm that they agree to abide by their Technical and Fee Proposals for a period of 90 days (The procuring department may set a longer validity period, depending on the nature and complexity of the consultancy assignment.) from the due date for submission of Technical and Fee Proposals.
- (ii) The procuring department should ensure that the consultants have provided the required confirmation in their submissions.
- (iii) A proposal cannot be accepted after expiration of the validity period.
- (iv) Written consent of the consultants to extend the validity period must be obtained before the expiration of such period.
- (v) If such an extension is anticipated before the deadline for submission of Technical and Fee Proposals, a notification letter should be issued to the consultants.
- (vi) If such an extension is required after the deadline for submission of Technical and Fee Proposals but before acceptance by AACSB, a letter enclosing a standard confirmation letter for reply (see **Appendix 31**) should be written to the consultants asking for their agreement to extend the validity period without changing their original Technical and Fee Proposals. The action should then be justified and recorded in the submission to AACSB.
- (vii) If such an extension is required after acceptance by AACSB, the letter should be written to the consultants asking for their agreement to extend the validity period without changing their original Technical and Fee Proposals. If the successful consultant agrees to the extension unconditionally, there is no need to inform AACSB. If not, it will be necessary to re-submit the case to AACSB, recommending another consultant who has confirmed agreement to extending the validity period. It should be noted that a consultant's refusal to extend will render his Technical and Fee Proposals ineligible for acceptance after expiry of the original validity period. Also, a consultant's agreement to extend subject to conditions will be considered as a qualified bid and will be rejected.

3.21 Guidelines when Applying the Special Condition of Employment Clause on Conflict of Interest and Debarring

Procuring departments are required to observe the following guidelines when applying the Special Conditions of Employment Clause on Conflict of Interest and Debarring.

- (a) The SCE Clause should be read in conjunction with the Stores and Procurement Regulations (SPR) 190 – 195 : Avoiding conflicts that may arise from the different roles of consulting firms/contractors.
- (b) A consultant selected for an early stage consultancy of a project (e.g. Environmental Impact Assessment or Investigation consultancy) should not normally be debarred from participating in the subsequent stage consultancy (e.g. Design and Construction consultancy) for the same project. In these cases, the department should specify in the invitation letter for the subsequent stage consultancy that the consultant appointed in the early stage consultancy is a potential bidder but that all the information which was made available to that consultant and all the advice which the consultant has provided and which is relevant to the procurement of the subsequent stage consultancy will equally be made available to all potential consultants upon request.
- (c) If it is considered necessary to debar a selected consultant from participating in subsequent stage consultancies for the same project for conflict of interest or other reasons, the restriction should, as far as practicable, be specified in the invitation letter for the early stage consultancy.
- (d) Before making a decision to impose a restriction to debar the selected consultant from participating in subsequent stage consultancies for the project, departments should consider the feasibility of adopting the measures set out in SPR 194.
- (e) Regarding the duration of the restraint to be inserted in the SCE clause, it is for the departments to fill in after taking into account the specific nature of the consultancy services involved and the legitimate interests that the Government has to protect. Under normal circumstances, a period of six months should be adequate for most consultancies.
- (f) Referring to sub-clause (3) of the SCE clause, approval for consultants to bid, participate or be financially involved (whether on their own or through their associated companies, associates or associated persons or in joint venture with others) in subsequent procurement of works contracts arising out of or relating to the Agreement should not be unreasonably withheld.
- (g) Under no circumstances may a consultant that has advised on the preparation of the tender, including tender specifications and tender assessment, be allowed to bid, participate or be financially involved in that or related tender exercise.

3.22 Pre-tender Estimates

- (a) To ensure that the pre-tender estimates, i.e. the “Estimated Fees” are prepared as accurately as possible, it should reflect the market prices as well as the project scope closely. The department should review the “Estimated Fees” prior to inviting Expression of Interest by taking into account the prevailing market prices and other relevant information such as:

(i) the latest information provided by client departments regarding the number of participating project units;

(ii) the size of different project units; and

(iii) the number of project units that would proceed to the construction stage after the feasibility study.

In addition, the department should confirm with the client departments the scope of the project that the “Estimated Fees” is based upon before inviting bidders.

The Estimated Fees should be prepared with a detailed manpower input estimate for each category of staff. A proper manpower input estimate by procuring department is important to the assessment of Proposals. For the procurement of consultancy services using a two-stage approach, an opportunity exists before invitation of Technical and Fee Proposals for the procuring department to determine this estimate with regard to the shortlisted consultants’ and their proposed staff’s general level of project experience/acquaintance. This can avoid any over/under-estimation of the required manpower input for better assessment of the shortlisted consultants’ Technical and Fee Proposals. Otherwise, the procuring department’s manpower input estimate, which can be speculated from the “notional man-hours for additional Services”, may drive the shortlisted consultants to artificially adjust their proposed manpower input in the Technical and Fee Proposals in order to secure a higher winning chance.

- (b) The Brief may be altered during the shortlisting stage and after the subsequent pre-submission meeting with the consultants which in turn may affect the “Estimated Fees”. While this “Estimated Fees” should reflect closely the market prices, it should however be expected to remain unaltered after the finalization of the Brief incorporating the comments received in the shortlisting stage and the subsequent pre-submission meeting.
- (c) In any event, all revisions to the “Estimated Fees” should be made before the deadline for the submission of the Technical and Fee Proposals. Any revisions to the “Estimated Fees” should be recorded in the submission to AACSB indicating the time of and the reasons for the revision.

3.23 Rounding Marks in Tender Evaluation

- (a) In tender evaluation including assessment of Expression of Interest proposals, assessment of technical proposals and combined assessment of technical and fee proposals, there shall be “no rounding” of figures throughout the marking process. For the avoidance of doubt, “no rounding” means the whole number including all digits to the right of a decimal separator shall be employed for calculation purposes. The level of precision recommended is eight decimal places. Procuring departments may choose to adopt a different precision level if so justified.
- (b) As regards presentation in hard copy form, e.g. marking sheet, all figures shall normally be “shown” in two decimal places according to the following rule: “round” up the third decimal place if it equals to or exceeds 5 and “round” down if it is below 5. Procuring departments shall choose to adopt more decimal places if so justified, e.g. in comparing the final scores. For instance, the final scores of two bidders of 88.88440000 and 88.88450000 shall be shown as 88.884 and 88.885 respectively.

3.24 Joint Venture

3.24.1 Form of Joint Venture

A joint venture is usually in the form of:

- (a) sole proprietors, firms and/or companies joining together as partners within the meaning of a partnership under the Partnership Ordinance (Cap. 38) or as independent consultants under a purely contractual arrangement (collectively the “unincorporated joint venture” and each individual party in the unincorporated joint venture the “participant”); or
- (b) sole proprietors, firms and/or companies incorporating as a company pursuant to statute, with each participating party as a shareholder of the company (the “incorporated joint venture”).

For unincorporated joint venture of consultancy companies, each participant is jointly and severally liable to the full extent of their assets of the debts and obligations of the joint venture. In view of better protection to the Government and for the sake of avoiding complicated requirements on the legal entity of incorporated joint venture, consultants’ joint venture shall only be allowed in the form of unincorporated joint venture.

3.24.2 Combinations of Joint Venture

- (a) Unlike contractors' joint venture which allows formation of joint venture by contractors from different categories or groups, the following forms of joint venture for consultants are considered **not acceptable**:

- (i) Joint venture formed by two or more Band 1 consultants to bid for Band 2 consultancies.

This should not be allowed as this may cause unfair competition among bidders.

- (ii) Joint venture formed by two or more Band 2 consultants to bid for Band 1 consultancies.

This should not be allowed as this may encourage Band 2 consultants to avoid the listing requirement of AACSB for bidding Band 1 consultancies.

- (iii) Joint venture formed by consultants from Band 1 and Band 2 to bid for Band 1 consultancies.

This should not be allowed as this may encourage Band 2 consultants to avoid the listing requirement of AACSB for bidding Band 1 consultancies.

- (iv) Joint venture formed by consultants from Band 1 and Band 2 to bid for Band 2 consultancies.

This should not be allowed as Band 1 consultants are not permitted to bid for Band 2 consultancies. This combination may cause unfair competition among bidders.

- (b) The following 4 forms of joint venture are considered **acceptable**:

- (i) Joint venture formed by two or more Band 1 consultants under the same discipline to bid for Band 1 consultancies.

This follows the principle that Band 1 consultants could bid for Band 1 consultancies.

- (ii) Joint venture formed by two or more Band 2 consultants under the same discipline to bid for Band 2 consultancies.

This follows the principle that Band 2 consultants could bid for Band 2 consultancies.

- (iii) Joint venture formed by one Band 1 consultant and a non-listed consultant to bid for Band 1 consultancies.

The Band 1 consultant shall have a percentage participation of not less than 50% calculated by comparing its share of work in monetary terms against the fees (excluding the fees allowed for sub-consultants) bid by the joint venture. This is considered acceptable in view of the following reasons:

- (1) Similar practice has been adopted by contractors' joint venture.
- (2) This form of joint venture could alleviate the concern about lack of opportunity for small consultancy firms to participate in public building projects.
- (3) Some projects may require input from non-listed consulting firms which have specialist / expertise knowledge.
- (4) The joint venture is focused on the contribution of the lead consultants rather than its sub-consultants.

- (iv) Joint venture formed by one Band 2 consultant and a non-listed consultant to bid for Band 2 consultancies.

The Band 2 consultant shall have a percentage participation of not less than 50% calculated by comparing its share of work in monetary terms against the fees (excluding the fees allowed for sub-consultants) bid by the joint venture.

This is considered acceptable in view of similar reasons stated in Section 3.24.2(b)(iii) above.

3.24.3 Non-listed consultants' participation Joint Venture

Since the purpose of consultants' joint venture is to encourage small consultancy firms to participate in public building projects, there is no qualification requirement for the non-listed consultants to participate in consultants' joint venture. Nevertheless, the listed consultants in the joint venture should confirm that the non-listed consultant is technically capable for that part of the consultancy services it undertakes when submitting the proposals for bidding.

- 3.24.4 The guidelines of joint venture in Appendix 41 should be observed if consultants form joint venture in one of the combinations mentioned in Section 3.24.2 (b) above for undertaking AACSB consultancy agreements.

3.25 Feedback and Debriefing to Unsuccessful Bidders (ETWB TC(W) No. 42/2002 has been subsumed under relevant sections of this Section 3.25 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.)

- (a) For a consultancy agreement with an awarded fee or fee ceiling above \$3 million, the procuring department shall disclose to the bidders who have submitted valid technical and fee proposals, the following information where applicable:
 - (i) winning bid price;
 - (ii) the overall quality score of the winning bid (where applicable);
 - (iii) the highest score attained for each quality attribute in the exercise (where applicable); and
 - (iv) the bidder's own overall quality score and score for each quality attribute (where applicable).
- (b) The procuring departments shall also notify the shortlisted but unsuccessful bidders for two-stage selection or unsuccessful bidders for one-stage selection, whose technical proposals have been completely assessed by the procuring departments for consultancy agreements each of value exceeding the Quotation Limit set out in section 220 of the Stores and Procurement Regulations (SPR220) that they can lodge a request for a debriefing if considered beneficial.
- (c) Pursuant to paragraph (b) above, debriefing need not be offered to bidders who failed in getting shortlisted.
- (d) Guidelines and procedures for debriefing are given in Appendix 39.

*[Refer to Technical Reference No. 15 at **Appendix 36** for background information]*

4.0 THE AGREEMENT

4.1 General

The standard contract documents for consultancy agreements as detailed below are applicable to the architectural and associated consultancies appointed under the purview of AACSB. These standard consultancy documents are mainly for the design and construction type of agreement, and may be for full and/or partial services. In case partial services are required, the extent of partial services shall be clearly stated in the consultancy documents.

4.2 Components of the Agreement

The Agreement comprises :

- (a) Memorandum of Agreement;
- (b) General Conditions of Employment;
- (c) Special Conditions of Employment (if any);
- (d) Brief, and
- (e) Schedule of Fees.

4.3 Memorandum of Agreement

This is the instrument by which the Consultant agrees to undertake the Assignment as set out in the Brief in accordance with the General Conditions of Employment, any Special Conditions of Employment and the Schedule of Fees.

4.4 General Conditions of Employment

The General Conditions of Employment at Appendix 29 of the AACSB Handbook establish the authority of the Director's Representative and provide for him to be kept informed by the Consultant and to be given facilities for inspection and approval. They set out the Consultant's responsibilities. They also provide for the payment of the Consultant and contain provisions regarding the conduct of the Agreement and the rights and obligations of both parties.

4.5 Special Conditions of Employment

- 4.5.1 From time to time, standard or mandatory Special Conditions of Employment may be promulgated by the Development Bureau or the AACSB for use in certain circumstances.
- 4.5.2 The Special Conditions of Employment (if any) at Appendix 29 of the AACSB Handbook comprise any conditions required for a particular project, which are not covered by the General Conditions.
- 4.5.3 In all other cases where it is intended to modify the Standard Form of Agreement by the use of Special Conditions (in addition to any standard Special Conditions), endorsement to the use of such Special Conditions should be sought from the Development Bureau and approval to the use of such Special Conditions shall be sought from the AACSB by the procuring department. Where appropriate, legal advice on the wording of such conditions shall be obtained and the procuring department should directly liaise with the Legal Adviser (Works) of the Development Bureau.

4.6 The Brief

- 4.6.1 The Brief describes the Project and the Assignment which the Consultant is to undertake. It should set down clearly the scope and stages of the Assignment and all general and specific requirements and/or constraints.
- 4.6.2 It should be carefully prepared so that the assumptions, methodology and output are clearly defined and both the Consultant and the Director's Representative have a clear and agreed understanding of the requirements.
- 4.6.3 The provisions of the Brief must be consistent with those of the General Conditions of Employment, any Special Conditions, and the other documents comprising the Agreement. Consideration to the content of these standard documents should be given when formulating the Brief.
- 4.6.4 The form and content of the Brief will vary according to the Assignment, the Project and the professional services required. It should be prepared by the discipline of the lead consultancy in consultation with relevant parties to whom it should be circulated and whose agreement should be obtained where necessary. In cases where the consultancy to be commissioned is a 'package' i.e. a lead consultant is to be engaged, the responsible project officer or the Project Manager at senior professional level shall co-ordinate and prepare the Brief.

- 4.6.5 The Brief must be consistent with the requirements of the Project as approved by the Public Works Sub-Committee or other authority.
- 4.6.6 The Brief should be discussed and agreed with the Consultant where appropriate prior to signing the Agreement.
- 4.6.7 The typical format of Brief for the design and construction type of agreement is given at Appendix 9. This typical format of Brief is for Lead Consultancy only and shall be modified to suit the requirements of individual project.
- 4.6.8 In addition to describing the Project, the Brief should include the following requirements, as appropriate :
- (a) the budget (estimate of work for related disciplines as well as overall approved project estimate should be stated. Care should be taken to ensure the use of consistent cost figures when stating project estimates for fee purposes, ie. the components of the project estimate must be prepared to a common base date and the date of preparation and appropriate tender price index stated.);
 - (b) the appointment of the Director's Representative, lines of communication and day-to-day management;
 - (c) information sources and consultation needs;
 - (d) specifications and standards;
 - (e) surveys and special investigations (if applicable) eg. as-built surveys of structures above grounds - see WBTC No. 33/92;
 - (f) completion dates, target dates and milestone dates events and dates (as set out in the proposed programme);
 - (g) estimates, expenditure forecasts, programmes, and progress reports;
 - (h) approved schedule of accommodation, technical reports, working papers and other documentation;
 - (i) delegation of authority to the Consultant;
 - (j) resident site staff requirements; and
 - (k) Consultant's office and staff.

4.6.9 The following appendices are attached to the Typical Format of Brief at Appendix 9:

- (a) Annex 1 – Schedule of General Instructions
- (b) Annex 2 – Schedule of Resident Site Staff Standards and Duties
- (c) Annex 3 – Monthly Time-log of Consultant Staff
- (d) Annex 4 – Design Certificate
- (e) Annex 5 – List of Consultants
- (f) Annex 6 – Project Site Safety Administration Checklist

4.7 The Schedule of Fees

- 4.7.1 The Schedule of Fees sets out the fees and expenses to be paid to the Consultant for carrying out the Assignment, as agreed prior to entering into the Agreement.
- 4.7.2 It sets out the method of payment of the fees and includes provisions for payment for additional services or expenses, payment for Resident Site Staff, and adjustments in respect of price fluctuation for lump sum fees. Interim payments on account for the balance of the lump sum submitted after the first and every subsequent anniversary shall be adjusted for price fluctuation for only that portion of the balance of the lump sum unearned at the respective date of anniversary.
- 4.7.3 The Schedule of Fees should be based on the standard form at Appendix 10 amended where necessary to suit the particular Assignment and professional services to be provided.
- 4.7.4 The basis for payment of fees is an important part of the control exercised by the AACSB. The proposed Schedule of Fees should in all cases accompany the shortlist stage submission to the Board.
- 4.7.5 A payment schedule shall be prepared by the discipline of the lead consultancy and included in the Schedule of Fees to show the breakdown of fees at each stage of the Assignment. Dates listed in the payment schedule shall be shown as 'invoice' dates and not 'payment' dates. Payment to a Consultant is made within 28 days after receipt of the Consultant's invoice.

4.8 Schedule of General Instructions

- 4.8.1 The Schedule of General Instructions provides guidance on government procedures and covers such matters as compliance with legislation, surveys and site investigations, traffic and roadworks, public utility companies, preservation of trees, etc. The general range of documents comprising the Schedule of General Instructions are listed at the Typical Format of Brief at Appendix 9 and are available at the ArchSD Consultant Information Center which can be accessed through internet by consultants on the AACSB Lists of Consultants.
- 4.8.2 The Schedule of General Instructions is for guidance only and may not cover all instructions relevant to a particular agreement. The Schedule should be examined and modified as required by the deletion of irrelevant clauses and particularly by the addition of requirements which are considered relevant to the particular Agreement and not included in the general list.
- 4.8.3 Care should be exercised to ensure that modification to the Schedule of General Instructions should not be made where an additional Special Condition of Employment is a more appropriate means of dealing with the particular situation.
- 4.8.4 A note shall be inserted in the Schedule of General Instructions stipulating that all the services to be provided by the Consultant shall comply with the current edition of the documents as listed in the Schedule, and the Consultant shall check with the project team on the relevance and the latest version of these documents before making reference or incorporating them in the Works Contracts.

4.9 Standard Forms

The Memorandum of Agreement and General Conditions of Employment should where possible be used in their standard forms. Any proposal to amend them must be referred to the ArchSD Consultants Review Committee, in the first instance, for recommendation, if any, to AACSB.

4.10 Use of Legal Consultants in Connection with Works-Related Consultancy Studies

In some assignments, there may be substantial emphasis for the consultant to provide advice on legal matters, e.g. assignments requiring the consultant to review existing legislation, to propose changes to the legislation or to provide special contract drafting services. The LAD(W)/DEVB shall be consulted at an early stage of the project on the appropriate way forward. Details are given in the Guidance Note under paragraph 19 of the Brief at **Appendix 9**.

5.0 FEE REMUNERATION

5.1 General

For the selection of architectural and associated consultants, the remuneration will be the fee as quoted by the successful Consultant in his fee submission. The rule is that submissions comprising both technical proposals and lump sum fees shall be obtained for all architectural and associated consultancies. The Lump Sum, apart from an annual inflationary adjustment and the provisions in Sections 5.9, 5.10, 5.11 and 5.12, is not subject to adjustment and will be independent of the cost of works.

Fee remuneration will be in accordance with the principles outlined in Sections 5.3, 5.4 and 5.5. Approval from AACSB is necessary for the type of fee remuneration selected. When these types of fee remuneration are used, the objective is to obtain a fee, through agreement, which is appropriate to the type and level of service provided by a Consultant and which also provides a fair return. In the event that it is necessary to negotiate a fee, the rules for fee negotiation are set out in Section 5.14.

The remuneration for the deployment or direct employment of resident site staff is separately dealt with in Sections 5.7 and 5.8.

5.2 Types of Fee Remuneration for Consultancies

There are three methods of remuneration which may be used separately or in combination. Whichever system or combination is used the aim should be a fair and consistent application of the principles to agreements.

(a) Lump Sum Fees

A lump sum fee may be computed based on a percentage of fee on a theoretical or estimated cost of works. A lump sum fee may also be derived from estimated time charge input.

(b) Fees as a Percentage

If a percentage fees is to be used and is to be included in the Standard Form of Schedule of Fees it should allow for an adjustment factor (see relevant clause in the standard Schedule of Fees) which reduces inversely in proportion to the cost of works. Percentage fees should be particular to each discipline.

(c) Time Charge Fees

This method is used to cover unexpected items of Services or when the extent of the Services involved cannot be defined in advance. It may also be appropriate for smaller assignments and particularly those of an unusual nature eg. providing intermittent specialist advice. A budgetary ceiling figure is usually applied to time charge Services, and this must be obtained at the fee submission stage. Further increases in budgetary ceiling should be agreed by the AACSB whenever any major additional time charge services are anticipated which will exceed the current ceiling and the procuring department's delegated authority for variations under the Stores and Procurement Regulations.

5.3 Lump Sum Fees

5.3.1 Applicability

This method of remuneration should be used where the scope and duration of the Services can be clearly defined.

5.3.2 Adjustment of Lump Sum Fees for Inflation/Deflation

Lump sum fees for consultancies of planned duration greater than one year shall be adjusted to account for inflation/deflation. Adjustments shall be made annually to the balance of the lump sum fee unearned, in accordance with increases and decreases in Consumer Price Index (C) [CPI(C)]. The baseline for inflation/deflation adjustment is subject to change as deemed necessary by the Census and Statistics Department and will be announced by the Development Bureau. Currently the October 2019 - September 2020 based CPI(C) is used.

5.3.3 Guidance on Lump Sum Fees based on a Percentage of Fee

Percentage fee shall be particular to each discipline. The percentage fee used to derive the lump sum fee shall take into account the matters discussed in Sections 5.4.4, 5.4.5 and 5.4.6.

The lump sum fee may be computed based on a percentage of fee on a theoretical or estimated cost of contract works.

5.3.4 Guidance on Lump Sum Fees based on Time Charge Rates

The lump sum fee may be based on the assessed staff time required to complete the Assignment, combined with the standard time-charge rates plus disbursements.

Guidance on deriving a lump sum fee based on time charge rates is given at Appendix 12.

5.4 Fee as a Percentage

5.4.1 General

The guidance notes for classification of building types for ArchSD projects are listed in Appendix 13.

5.4.2 Different Types of Services

For each type of Services, the fee should be calculated in accordance with the percentage fees of the relevant discipline - see Sections 5.4.4, 5.4.5 and 5.4.6.

5.4.3 Different Sections

There may be justification for separating parts of the work into sections and calculating separate cost of works for each section, such as physical separation of parts of work requiring a separate approach, or separation in time of implementation.

5.4.4 Duties Within/Outside Services to be Provided

The duties outlined in the General Conditions of Employment are intended to be covered by the percentage fee proposal. As all the duties cannot be exhaustively defined in the Agreement those duties outside the percentage fee proposal should be stated as additional Services and included in the Schedule of Fees as such. If the effort in carrying out any or all of such duties can be estimated by the Consultant reasonably accurately before entering into the Agreement then they should be defined and stated in the Brief for inclusion in the percentage fee proposal.

5.4.5 Duties outside Services to be Provided can comprise :

- (a) slope investigation beyond the boundaries of the works investigated (wherever possible the extent of the slope investigation should be defined so that it can be included in the Brief);
- (b) environmental protection submissions;
- (c) design/construction of show premises;
- (d) specialist technical advice (specialist services should be defined in Brief; additional fees payable on individual merit);
- (e) additional Services arising from revised instructions and legislation (to be considered on individual merit), and
- (f) additional Services associated with acceleration and deceleration of project (to be considered on individual merit).

5.4.6 Adjustments in Percentage Fee

- 5.4.6.1 Agreement shall be reached on suitable percentage variations to the percentage fee.
- 5.4.6.2 Where the percentage fees contain adjustment percentages then increases or decreases in the percentage fee shall be made by reference to such percentage adjustments.
- 5.4.6.3 The following factors, though not exhaustive, cover most situations where an adjustment should be considered :
 - (a) An increase in the percentage fee (or alternatively time charges) may be considered for the following reasons:
 - (i) design work of unusually complex nature;
 - (ii) substantial alteration or addition to existing structures;
 - (iii) high technical input and low construction cost;
 - (iv) abnormally large number of contracts under one project;
 - (v) construction of a project over an extended period of time (Application of agreed percentage fee separately to costs of different stages shall normally be adequate);
 - (vi) an exceptionally large amount of liaison with government departments, and
 - (vii) utilities diversions which require a lot of input due to restricted working space, need to maintain traffic flows etc.

(b) A reduction in the percentage fee may be justified for the following reasons:

- (i) previous involvement in related studies eg. a Feasibility Study, where the Employer has already paid for information/studies which are relevant to all or part of the agreement under consideration;
- (ii) omission of Building Ordinance approval;
- (iii) omission of the tendering process in part or in whole;
- (iv) letting of fixed price contracts (see Section 5.4.8)
- (v) direct appointment of the Consultant without the need for a technical submission as a result of his previous involvement and/or special knowledge of the project or area;
- (vi) for elements of the repetitive works, ie. standardised design where the Consultant is paid only once for the design. For supervision of construction, the basic percentage fee should apply to the total cost of the repetitive works;
- (vii) reduction in contract administration eg. Arch SD is an 'expert' Client, and
- (viii) normal services already completed and therefore excluded from the duties under the Agreement.

The above factors may be taken singly or together in arriving at a final fee percentage.

5.4.7 Fee Split between Stages

Usually the fee is apportioned in accordance with different stages as defined in the Agreement. Where due to the nature of the project certain stages require higher input than is normally the case, the apportionment of fee may be adjusted by mutual agreement between the Head of Branch and the Consultant.

5.4.8 Appropriate Value

For pre- and post-contract services the respective appropriate values of the works shall be stated in the Schedule of Fees and shall be the estimated pre- and post-contract "current value" of the works. The estimated cost of the pre- and post-contract works shall be a realistic assessment of "current value" costs and shall not be arbitrarily or otherwise inflated.

The percentage fee and the appropriate value of the works relevant to each concluded stage of the Assignment shall be stated in the Schedule of Fees i.e. "x% of amount of accepted tender attracting fees". If the percentage fee for pre-contract services i.e. architectural stages 4 and 5 (or equivalent), is applicable to the tendered amount (contract sum) and that amount is a fixed price lump sum, the appropriate value is the amount of the accepted tender for the works attracting fees decreased by an amount assessed as being equal to that which would be payable if the contract sum had attracted price fluctuation adjustment. Alternatively, a reduction in the percentage fee for the design and contract stages can be agreed.

5.5 Time Charge Fees

5.5.1 General

When time charges are used as the basis of reimbursement, the Consultant shall be required to maintain detailed time sheets of all staff involved and these should be available for inspection and audit by Government when required. Receipts and other documentary proof of related expenditure such as travel expenses, housing etc. should be made available as required.

5.5.2 Rates for Time Charge Fees

(a) Before invitation of Technical and Fee Proposals, the procuring department shall:

- (i) establish the categories of staff e.g. partners/directors, professional and technical staff (with additional categories, and/or further breakdown into different ranks and disciplines if necessary), for the purpose of considering Consultants' fees for the Services;
- (ii) specify the minimum qualifications, experience and other requirements for each and every category of staff;
- (iii) determine the notional man-hours for each and every category of staff. The notional man-hours shall be realistic and actually reflect the extent of Services anticipated by the procuring department.

(b) Procedures to be Adopted on Reviewing Consultants' Proposals

- (i) The consultant shall in response insert in its Fee Proposal an all-inclusive time charge rate for each and every category of staff for use in valuing any Services instructed.
- (ii) The procuring department will use the notional man-hours for the Services and the adjusted all-inclusive time charge rates to arrive at a total fee for assessment of Fee Proposals.

(c) There shall be no adjustment to the time charge rates until the first anniversary of the date on which this Agreement is due to commence. An adjustment proportional to any increase or decrease in the Consumer Price Index (C) over the year immediately preceding the adjustment shall be applied on the day after the first and every subsequent anniversary to the balance of fees unearned at the time of the adjustment.

5.5.3 Application of Rates

It should be stated in the Schedule of Fees that the above rates for Time Charge Fees apply in respect of short term and/or intermittent periods of working and the Director's Representative has the right to negotiate reduced rates in respect of long term continuous periods of working. Any continuous period of full time employment in excess of 3 months is usually considered eligible in this respect.

5.6 Payment Schedule

The amount and timing of interim payments shall be set out in the payment schedule given in the Schedule of Fees. The payment schedule should as far as possible closely match the likely cash flow for the Services provided. Otherwise, the consultant is likely to incur finance charges which may be reflected in the lump sum fee submitted for undertaking the assignment. The payment schedule should therefore be carefully devised to ensure genuine reflection of the likely cash flow taking into account timing for services to be provided or work to be done. Any comment/feedback from consultants during the shortlisting/ nomination stages should be duly taken into account with careful consideration of Government's interest in finalizing the payment schedule. This can be effected in respect of the following:

5.6.1 Payment Upon Signing of an Agreement

Where it has been agreed by the procuring department that a sum of money will be invoiced by the consultant upon the signing of an Agreement, the procuring department should take into account the nature, complexity and size, i.e. the estimated fee of the Agreement in determining what percentage of the total lump sum fee should be agreed for payment upon signing of an Agreement. The procuring department should also take into account the following factors:

- (a) The anticipated amount of consultant's input during the initial period which will only be remunerated upon the submission of deliverables at a later stage;
- (b) The diversity of expertise/sub-consultants to be engaged for the Agreement;
- (c) The coordination with other purely time-linked payments.

The amount invoiced shall not normally exceed the total lump sum divided by the number of months allowed for the completion of the consultancy, or **10%** whichever is the higher.

5.6.2 Purely Time-linked and Milestone Payment

Procuring departments should carefully determine the amount of purely time-linked payments (including the initial payment upon signing of Agreement) to match the likely cash flow for the Services provided by the Consultant. Procuring departments should observe the following guidelines to determine the proportion between purely time-linked and milestone payments in the preparation of the payment schedule:

- (a) The total amount of purely time-linked payments should not be excessive;
- (b) More milestone payments, which should be evenly distributed over the consultancy period, should be incorporated into the payment schedule as far as possible;

- (c) In general, the proportion split between purely time-linked and milestone payments should be a balance of (i) the Government's interest (only pay for the part of work done) and (ii) the Consultant's financial burden (unnecessary finance charges);
- (d) The purely time-linked payments (including the initial payment upon signing of Agreement) should not normally exceed 30%¹ in design-focused agreement and in non-design-focused agreement of the total lump sum. If the procuring department considers it necessary to specify a higher percentage of purely time-linked payments than the above limit, detailed justification should be provided in the Stage 1 AACSB submission. While AACSB may comment on department's justifications, it is ultimately for the departments concerned to determine what is the best payment schedule for the purpose of contract management.

[Note 1: Monthly payments which normally tie in with progress/value/workdone of individual works contract in the construction phase are not "purely time-linked payments" and shall not be subject to the 30% limit.]

5.6.3 Endorsement of the Payment Schedule

The payment schedule should be prepared in a prudent manner for each assignment. The procuring department should conduct a detailed assessment of the likely input by the consultants and hence the likely cash flow throughout the assignment. The payment schedule so devised shall be endorsed by an officer of D2 rank or above before incorporation into the Schedule of Fees attached to the EOI invitation document and the Stage 1 AACSB submission. [For Formula Approach, the endorsement shall be made before the invitation of Technical and Fee Proposals]

5.6.4 Comment/Feedback from Consultants on Payment Schedule

The procuring department should solicit early comment/feedback from consultants on the payment schedule given in the Schedule of Fees during the shortlisting stage. Consultants' comment/feedback received during the EOI stage and the corresponding actions taken by the procuring department shall be included in the Stage 1 AACSB submission. If in the light of discussion with the shortlisted consultants at the pre-submission meetings, procuring departments consider it necessary to make minor refinement to the payment schedule, prior approval from their respective Head of Department should be sought. [For Formula Approach or Conventional Approach without EOI, Consultant's comment/feedback shall be sought at the Technical and Fee Proposals stage] Any minor refinement to the payment schedule that had been approved by the Head of Department should be brought to the attention of the Board in the Stage 2 AACSB submission. In the event that substantial changes/modification to the draft documents would have to be made during the shortlisting/nomination stage, the procuring department should consider whether to conduct the selection and EOI afresh.

5.7 Rates for Deployment of Resident Site Staff

- (a) Deployment of Resident Site Staff shall mean deployment of the person who is an existing employee of the Consultant before the award of the Works Contract and who is deployed by the Consultant to fill the Resident Site Staff establishment of a Works Contract.
- (b) The rate per man-month for Deployment of Resident Site Staff inserted by the Consultant in Section B of the Fee Proposal shall be an all-inclusive rate which includes the sum payable to the Deployed Resident Site Staff and the on-cost charged by the Consultant.

5.8 Rates for Direct Employment of Resident Site Staff

- (a) As promulgated in DEVB TC(W) No. 7/2018, the Consultant shall be reimbursed the actual payment made to his Resident Site Staff subject to an annual reimbursement ceiling. Apart from the actual payment, an on-cost payment is also chargeable by the Consultant who shall insert on-cost rates per man-month for the provision and management of different groups of Resident Site Staff.
- (b) The procuring department should solicit early comment/feedback from consultants on the notional RSS establishment and the Schedule of Resident Site Staff Standards and Duties given in the Fee Proposal and Annex 2 to the Brief during the shortlisting stage. Consultants' comment/feedback received during the EOI stage and the corresponding actions taken by the procuring department shall be included in the Stage 1 AACSB submission. [For Formula Approach or Conventional Approach without EOI, Consultant's comment/feedback shall be sought at the Technical and Fee Proposals stage] If the procuring departments consider it necessary to make refinement to the notional RSS establishment and the Schedule of Resident Site Staff Standards and Duties, prior approval from their respective officer of D2 rank or above, where appropriate, endorsement from the RSSEC shall be obtained in accordance with Section 3.3.5 of the Management Handbook for Direct Employment of Resident Site Staff before the deadline for submission of the technical and fee proposals. Any refinement to the notional RSS establishment and the Schedule of Resident Site Staff Standards and Duties that had been approved by the officer of D2 rank or above / RSSEC should be brought to the attention of the Board in the Stage 2 AACSB submission.

5.9 Expenses

In addition to the Lump Sum paid under Section 5.1, or the lump sum fee, percentage fee, or time charge fee paid under Sections 5.3, 5.4 and 5.5 respectively, the Consultant shall be reimbursed :

- (a) all reasonable out-of-pocket expenses actually and properly incurred by him in respect of :
 - (i) the purchase of all documents, drawings, maps, photographs and records;
 - (ii) the cost for approved boring tests, trial pits, test piles, models, soil investigations and other special investigations;
 - (iii) the approved fees and expenses of specialists employed with the approval of the Director's Representative for inspection of works processes and the testing of work or plant and the testing and analysis of material, and
 - (iv) the certification fee (including the registration and assessment fees and any adjustment thereof) of BEAM Plus for project assessment;
 - (v) the approved cost of procuring the specialist services pursuant to sub-clause 19.2 of the Brief;and *[Other approved expenses to be specified, such as travelling costs and accommodation costs.]*
- (b) the current standard printing charges set out in the Arch SD Schedule of Standard Printing Charges for the printing and reproduction of all monochromatic documents, drawings, maps and records required by the Employer.

5.10 Payment for Additional Services (*The relevant content in Section 5.10.1(a) & (b) is given originally in ETWB TC(W) No. 23/2003, 23/2003A, 23/2003B and SDEV's memo in DEVB(PS) 106/43 dated 28 March 2022 and 30 September 2022 respectively.*)

5.10.1 General

- (a) In order to strengthen competitiveness in consultancy bidding, consultants are free to insert a proposed percentage adjustment to calculate an all-inclusive time charge rates for additional Services in their Fee Proposals. These rates shall be used to calculate the adjusted notional value for additional Services which shall then be added to other fee components to arrive at a total fee for assessment of Fee Proposals.
- (b) Despite the fact that the time charge rates are fixed at the time of submitting Fee Proposals, it is expected that Consultants will deploy the most suitable staff for the additional Services because the quality of their services will be reflected in their performance reports.
- (c) Where the Consultant considers that he is entitled to payment pursuant to General Conditions of Employment Clause 33, the Consultant shall advise the Director's Representative in writing of such claims and seek his approval before the Consultant commence performing the additional Services.
- (d) If the Director's Representative agrees that the Services are additional, he shall attempt to agree with the Consultants a lump sum payment for the additional Services.
- (e) The lump sum payment shall be negotiated on the basis of the Director's Representative and the Consultants identifying which staff of the Consultants will be required to perform the additional Services and the estimated hours required to complete the additional Services. The charge rates shall be calculated by multiplying the proposed percentage adjustment (being 100% plus the percentage adjustment factors which are not exceeding the range of -30% to +30%) and the all-inclusive time charge rates in the Fee Proposal Proforma for cumulative fees up to or equal to the fee ceiling referred to in the Schedule of Fees.
- (f) Where the staff or hours required cannot be identified and agreed, additional Services will be paid on a time charge basis in accordance with the clause titled "Fees on Time Charge Basis" in the Schedule of Fees, subject to a fee cap set by the Director's Representative which should not be exceeded without his/her approval.
- (g) When assessing consultant's additional Services, Departments should adhere to the methods stipulated in Clause 5 titled "Payment for Additional Services" and Clause 8 titled "Fees on Time Charge Basis" of the Schedule of Fees, and Clause 33 of the General Conditions of Employment.

5.10.2 Procedures to be Adopted Before Inviting Proposals

Before invitation of Technical and Fee Proposals, the procuring department shall:

- (a) establish the categories of staff e.g. partners/directors, chief professional, senior professional, professional, assistant professional and technical staff (with additional categories, and/or further breakdown into different ranks and disciplines if necessary), for the purpose of considering Consultants' fees for additional Services;
- (b) specify the minimum qualifications, experience and other requirements for each and every category of staff (see **Appendix 37**);
- (c) determine the notional man-hours for additional Services for each and every category of staff. The notional man-hours shall be realistic and actually reflect the extent of additional Services anticipated by the procuring department;
- (d) estimate the all-inclusive time charge rates for each and every category of staff by making reference to the similar rates proposed by Consultants in recent consultancies and other relevant information;
- (e) calculate, based on (c) and (d), a notional value for additional Services by adding the totals of the multiplication of the notional man-hours for additional Services and estimated all-inclusive time charge rates for all categories of staff.

The notional value for additional Services, to cover contingency and any designated services of unknown quantity e.g. S.I. supervision, shall depend on the comprehensiveness of the Brief and the nature of the Assignment. The notional value for additional Services shall not exceed 10% of the estimated lump sum fee unless special circumstances justify.

5.10.3 (Not used)

5.10.4 Procedures to be Adopted on Reviewing Consultants' Proposals

- (a) The Consultant shall in response insert in the Fee Proposal a lump sum offer for performing the Assignment and a proposed percentage adjustment to calculate an all-inclusive time charge rate for each and every category of staff for use in valuing any additional Services instructed.
- (b) The procuring department shall use the notional man-hours for additional Services, proposed percentage adjustment entered in the Fee Proposal and the all-inclusive time charge rates for additional Services to calculate the adjusted notional value for additional Services, by using the formula

$$\begin{array}{l} \text{Adjusted} \\ \text{notional value} \\ \text{for additional} \\ \text{Services} \end{array} = \Sigma \left[\begin{array}{l} \text{Notional} \\ \text{man-hours} \\ \text{for} \\ \text{additional} \\ \text{Services} \end{array} \times \begin{array}{l} \text{Proposed} \\ \text{percentage} \\ \text{adjustment} \end{array} \times \begin{array}{l} \text{All-} \\ \text{inclusive} \\ \text{time charge} \\ \text{rates in the} \\ \text{Fee} \\ \text{Proposal} \\ \text{Proforma} \end{array} \right]$$

where the proposed percentage adjustment is calculated by 100% + percentage adjustment factor (with corrections if necessary) in the Fee Proposal.

- (c) The adjusted notional value for additional Services will be added to other fee components to arrive at a total fee for assessment of Consultancy Fee.
- (d) The Fee Quality Score is an essential component of the Combined Score with the objective of suppressing exceptionally low charge rates. The Fee Quality Score, on a sliding scale of 0 to 10 as shown in the table below, shall be determined based on the calculated Factor for Marking Fee Quality as defined in the following formula.

Factor for Marking Fee Quality =

$$\frac{\text{lump sum fee of the bid}}{\text{Median of lump sum fees of all conforming bids}^+ \text{ (including the pre-tender estimate)}} \times \frac{1}{M_x}$$

whereas M_x is

+ For the purpose of determining the medians, those bids not proceeded for fee opening shall not be considered.

The Fee Quality Score shall then be determined as follows:

Factor for Marking Fee Quality	Fee Quality Score
≤ 0.5	0
> 0.5 and < 0.8	On sliding scale between 0 and 10
≥ 0.8	10

A worked example for ascertaining the Fee Quality Score is given at **Appendix 7.2**

- (e) The fee ceiling for additional Services to be approved by the AACSB shall be equal to the adjusted notional value for additional Services, or 10% of the Consultant's lump sum offer for performing the Assignment accepted by the Employer, whichever is the lesser ("the fee ceiling").

5.11 Reduction of Fees

Where it is determined by the Director's Representative that there is a reduction in any Services for which payment is covered under the Lump Sum in Sections 5.1, 5.3 or the percentage fee under Section 5.4, then the Lump Sum or the percentage fee shall be reduced by negotiation taking into account any financial commitment or obligation properly incurred by the Consultant in accordance with the Agreement.

5.12 Payment for Delays

5.12.1 Extra Payment

Where it is determined that the Consultant has incurred costs as a result of delays on the part of the Employer any entitlement to payment shall be on a time charge basis or a negotiated lump sum. The additional fees due shall be agreed by the parties or, in default of agreement shall be determined in accordance with Clause 44 of the General Conditions of Employment.

5.12.2 Additional Fees Due to Contract Overrun

Upon it becomes apparent to the Consultant that the contract works is due to overrun and additional fees are anticipated to be incurred, the Consultant shall give written notice to the DR informing such contract overrun prior to commencing additional Services.

5.12.3 When assessing payment for delays, Departments should adhere to the methods stipulated in Clause 7 titled "Payment for Delays" of the Schedule of Fees and Clause 35 of the General Conditions of Employment.

5.13 Fees upon Suspension, Resumption or Termination

5.13.1 Suspension or Termination

- (a) The Agreement may be suspended or terminated by the Employer at any time, by the Director's Representative giving the Consultant one month's notice in writing.
- (b) In the event of either suspension or termination of the Agreement, in addition to the fee for the Services performed by him, the Consultant shall be entitled to reimbursement in respect of any financial commitment made or obligation incurred in accordance with the Agreement.

- (c) For consultancy assignments covering more than one phase and the implementation of some of these phases has not been decided upon at the time the documents inviting submissions for consultancy services are issued, provisions for Phases Subject to Incorporation should be included in the Special Conditions of Employment according to the requirements stipulated in Technical Reference No. 5 at **Appendix 36**. The Phases Subject to Incorporation should be clearly identified and specified in the consultancy Brief. The Consultant should not commence and would not be paid for the services comprised within a Phase Subject to Incorporation without a written instruction to do so from the DR.

5.13.2 Resumption

- (a) Under normal circumstances the Agreement once suspended may be resumed within a period of two years.
- (b) In the event of resumption the Consultant shall be reimbursed his expenses reasonably incurred as a result of the resumption.

5.13.3 Calculation of Fees and Expenses

- (a) In the event of suspension, resumption or termination, in the first instance, the Director's Representative shall assess the fee payable and/or expenses reimbursable to the Consultant.
- (b) For normal cases the fee quotation should give a fair result. To ensure consistency of approach however all assessed fees and/or expenses for suspended, resumed or terminated agreements shall be routed via the Assistant Director (Quantity Surveying) to ensure consistency of approach.

5.14 Negotiation

Prior approval of AACSB is required for fee negotiation. Where approval is obtained to negotiate a lump sum fee, it is only possible to agree terms properly if the fees and conditions are taken together. The Consultant should be provided with a copy of the various parts of the Standard Forms of Agreement which it is intended to apply to the particular Assignment together with a request to provide a fee submission. All relevant information required with the fee submission, such as the percentage fees and adjustments used to derive the lump sum or, when relevant, detailed staffing proposal, breakdown of time charge rates, etc. should be mentioned in the request. The more comprehensive the information obtained initially the quicker agreement can be reached. The Brief must also be finalized during the negotiating process.

Records on the negotiation process shall be kept. Fee negotiations shall be conducted in accordance with the Stores and Procurement Regulations SPR 385 which requires that negotiation should be conducted by officers at directorate level who are authorized by the Controlling Officer to represent the Government side.

5.15 Fees in Foreign Currencies

Generally fees are paid in Hong Kong and in Hong Kong dollars. Where some part of the expense is incurred in overseas currency it is usually converted to HK dollars for payment purposes in accordance with General Conditions of Employment Clause 30.

However in circumstances where all or the major part of an agreement is being carried out overseas, approval may be given to the fees being paid in overseas currency. Where such is the intention, the Hong Kong Monetary Authority must be consulted to ensure that the currency requirements are acceptable to him prior to seeking the AACSB's approval. Suitable arrangements for the payment of fees should also be agreed with the Director of Accounting Services.

5.16 Compulsory Insurance

Under the existing provisions, consultants are required to take out Professional Indemnity Insurance (PII) at a minimum amount specified in the Brief for a period not less than 6 years after completing the contract works covered by the Agreement. Detailed requirements of the PII are promulgated in DEVB TC(W) No. 9/2007.

5.17 Retention of Money Payable to Non-resident Consultant for Settlement of Profits Tax *(ETWB TC(W) No. 34/2004 has been subsumed under relevant sections of this Section 5.17 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.)*

5.17.1 Background

The need for inclusion of Special Conditions of Employment in consultancy agreements to enable the Government to withhold sufficient amount of money from fees payable to non-resident consultants for settlement of profits tax chargeable to them stems from a value-for-money audit conducted by the Audit Commission.

In paragraph 4.13 of its Report No. 39, October 2002, the Audit Commission considers that, in the absence of statutory power for deducting money from payments other than those made to non-resident entertainers or sportsmen, Government departments need to include special terms in the contracts entered into with non-residents to enable departments to withhold a sufficient amount of money for payment of the tax due by the non-residents.

5.17.2 Retention provision to be included in consultancy agreement

Procuring departments should include in the consultancy agreement a SCE clause for withholding money out of payments made to non-resident Consultant (unincorporated or incorporated businesses) in respect of services rendered in Hong Kong.

5.17.3 Timing for withholding money

The procuring department should withhold money in accordance with the SCE clause upon each payment to the non-resident Consultant.

5.17.4 Calculation of the amount to be withheld for tax payment

The amount of tax withheld should be calculated on the **gross fee** payable (exclusive of any reimbursement of expenses, if any). Please refer to the website of the Inland Revenue Department (www.ird.gov.hk) for the details of latest profits tax rates.

5.17.5 Notification to Inland Revenue Department

A written notification should be given to Inland Revenue Department [IRD] under the employer's return reference of the procuring department **within one month** from the end of the consultancy agreement together with a transfer voucher or cheque for the money withheld. The following particulars in relation to the non-resident Consultant should be given in the notification:

- (a) Full name of the non-resident Consultant;
- (b) Correspondence address and contact telephone number in Hong Kong;
- (c) Overseas correspondence address;
- (d) Type of services rendered;
- (e) Consultancy fee and consultancy period;
- (f) Total payments (net of money withheld for tax payment purposes) made in the fiscal year ended 31 March;
- (g) Amount of money withheld for settlement of profits tax liability of the non-resident Consultant.

To facilitate reporting of the above information to IRD, the standard memo form set out in Appendix 40 may be used. Similar format or summary statement containing the above particulars of the non-resident Consultant is also acceptable.

In addition, in the case that the consultancy agreement spans over more than one year and there are progress payments made at different stages of completion of the consultancy agreement, procuring departments should, within one month after the end of the fiscal year, give IRD notification together with a transfer voucher or cheque for the money withheld for that year. Notification of final payment upon completion of the consultancy agreement should be made as advised at the beginning of this section.

5.17.6 Notification by IRD to the Non-residents

The money retained and sent to IRD by the procuring departments will be applied in settlement of the profits tax liability of the non-resident Consultant. Notice(s) of assessment and notification(s) of the settlement of tax liabilities will be sent by IRD to the non-residents direct.

5.17.7 Further enquiry

Enquiries should be made to the Assessors of IRD, Group A, Unit 2 at 2594 2061 or 2594 2276.

*[Refer to Technical Reference No. 12 at **Appendix 36** for background information.]*

5.18 Administrative Procedures in Applying the Special Condition of Employment Clause on Setting Off Money due to the Government from Defaulting Consultants

- (a) Where the procuring department has, in consultation with the Legal Advisory Division (Works), internally established existence of a case in applying the set off provision, the Consultant should be notified of the amount to be set off and the reason.
- (b) If the Consultant gives consent to such setting off, the amount to be set off should be deducted from monies due to the Consultant in accordance with the provisions set out in the Special Condition of Employment. If required, the Secretary of AACSB should be consulted on any other consultancy agreements between the Government and the Consultant. The initiating department should take a leading role to co-ordinate with the concerned Government departments to effect the setting off.
- (c) If the Consultant objects or if it becomes apparent that the Consultant will object to the setting off, the Director's Representative should recommend to the Head of Department for the setting up of a panel to review the case.
- (d) If the Head of Department accepts the recommendation, he shall appoint a review panel (the Panel) to reaffirm whether liabilities have been established for applying the set off provision and the amount to be set off.
- (e) The Chairperson of the Panel shall be an officer of at least D2 rank, and in any case, shall not be of a rank lower than the Director's Representative's. The Chairperson should not be the Director's Representative of the concerned consultancy agreement.
- (f) The Panel shall comprise at least three members (including the Chairperson). All members shall be senior professionals or above. At least one of the members should come from another Government department/bureau.
- (g) Where necessary, the Secretary for Financial Services and the Treasury and/or the Legal Advisory Division (Works) should be consulted.
- (h) The applicability of professional indemnity insurance, quantum of liability, risk assessment etc should be taken into account in determining the amount to be set off. The feasibility of recovery by installments should also be considered.
- (i) Endorsement by an officer of at least D3 rank in the Works Branch, DEVB must be sought before set off is applied. PAS(W)4, DEVB is designated to handle departments' requests for endorsement.
- (j) If the Consultant disputes the set off under the provisions of the General Conditions of Employment and the panel's/Director's decision is overruled in subsequent dispute resolution or court proceedings, the Consultant should get full repayment together with interest, at rates set out in Technical Reference No. 2 at **Appendix 36**, as if it is overdue payment, or such other amount as resolved by arbitration or court proceedings.

6.0 EXECUTION OF THE AGREEMENT

6.1 Authority to Enter into an Agreement

The signing of the Agreement between the Employer and the Consultant can proceed as soon as the AACSB's written approval of the terms and conditions is received from the Secretary, AACSB and is subject to the availability of funds.

6.2 Consultant who is a Limited Liability Company

- 6.2.1 One of the prior requirements before entering into an agreement with a Consultant which is a limited liability company is that a majority of the directors of the company shall be corporate members of the appropriate discipline (or equivalent professionals of associated professions).
- 6.2.2 This is referred to in the standard Consultant Profile Form which a Consultant in the AACSB List of Consultants is required to complete. Before entering into an agreement, confirmation by the Consultant (and any sub-consultant if appropriate) of this requirement shall be obtained.

6.3 Prevention of Bribery and Declaration of Interest

The Consultant is required, prior to entering into any agreement to declare any interest or association he may have with any contractor, supplier, specialist contractor or subcontractor.

6.4 Preparation of Documents

- 6.4.1 The documents forming the Agreement namely the Memorandum of Agreement, the General Conditions of Employment, the Special Conditions of Employment (if any), the Brief, and the Schedule of Fees shall be prepared in the approved manner for contract documents.
- 6.4.2 Copies of correspondence exchanged with the Consultant which amend, qualify, explain or add to the Agreement shall be bound into the Agreement. Extreme care shall be taken to ensure that the effect of correspondence is understood, and that it is not being used to avoid including Special Conditions.

6.5 Signing the Agreement

- 6.5.1 All qualifications and concerns raised by the Consultant must be resolved prior to signing the Agreement.
- 6.5.2 The AD/PD shall notify the Consultant in writing of the award of the consultancy and invite them to sign the Agreement. A sample letter of award is given in Appendix 4 and a sample letter of results is given in Appendix 8.2. The Consultant should be reminded of the need for his representative(s) to bring letters of authorisation or other evidence of authority to sign contracts on behalf of the Consultant.

- 6.5.3 Unsuccessful consultants should also be notified as soon as the results are known. A sample letter is given in Appendix 8.2.
- 6.5.4 The Agreement shall be executed as a deed in accordance with DEVB TC(W) No. 7/2014.
- 6.5.5 A senior officer (usually D2 officer or above) shall sign the Agreement for and on behalf of the Employer, provided authority to sign contracts has been formally delegated to his post.
- 6.5.6 The signatures of both parties shall be separately witnessed. Any alterations to the documents shall be initialled by both parties and witnessed.
- 6.5.7 Two copies of the Agreement shall be executed in the above manner. These copies will be distributed as indicated in Sections 6.6.1 and 6.6.2.
- 6.5.8 Copies of the Agreement shall be prepared in electronic format and saved in CD-ROMs and shall be franked "Certified True Copy (signature)" and signed by the person who prepared it. These CD-ROM copies should have the date of signing and the names of signatories and witnesses inserted. The CD-ROMs can comprise a number of files in pdf and/or doc format, e.g. signed Memorandum of Agreement and Schedule of Fees in pdf format, General Conditions of Employment, Special Conditions of Employment and Brief in doc format. These copies will be distributed as indicated in Section 6.6.1 and 6.6.3. The standard memorandum for distribution of copies of the Agreement is at Appendix 17.

6.6 Distribution of Documents

- 6.6.1 Signed original Agreement in form of hard copy and certified true copy in form of CD-ROM should be forwarded to Secretary, AACSB for retention by the Secretary, AACSB (TS/1, ArchSD).
- 6.6.2 A duplicate signed copy should be distributed to the Consultant for retention.
- 6.6.3 A certified true copy in form of CD-ROM should be distributed to STA for onward distribution to Director of Audit for retention.
- 6.6.4 Uncertified copies may be prepared on an as needed basis.

7.0 RESIDENT SITE STAFF

7.1 General

- 7.1.1 Site supervision of construction works by suitably qualified professional/technical resident site staff (RSS) is required for all building projects.
- 7.1.2 There are three options available for consideration by the Director's Representative in the provision of RSS to supervise works on site; (A) direct employment of RSS by the Consultant, (B) deployment of RSS by the Consultant and (C) posting of Government staff on site.
- 7.1.3 If direct employment or deployment of RSS by the Consultant is required, the Director's Representative shall obtain the required funding authority in upgrading the project to Cat A such that all the cost related to RSS should be charged to the project vote.
- 7.1.4 Guidelines for the direct employment of RSS by consultants for ArchSD projects are included in **Appendix 35**.
- 7.1.5 For direct employment of RSS by the Consultant, the Management Handbook for Direct Employment of Resident Site Staff ("RSS") by Consultants for Public Works Projects ("RSS Management Handbook") promulgated via DEVB TC(W) No. 7/2018 on 13 July 2018 and its subsequent updates provides the guidelines for the operational procedures for the Consultant to follow when employing and administering RSS who is employed directly by him.

7.2 RSS Establishment

To ensure that due consideration is given to disciplines other than engineers and/or architects in the RSS establishment for all projects and general consistency is maintained in the determination of RSS establishment, procuring departments shall follow the procedures for vetting and approving the RSS establishment for their projects as set out below:

- (a) The RSS establishment for each project shall be endorsed by a RSS Establishment Committee ("RSSEC") which shall normally be chaired by an officer of D3 rank. For non-works departments managing consultancy agreements involving direct employment of RSS by consultants, similar committee should normally be chaired by an officer of D2 rank or above if appropriate. Members of the committee should include at least an officer of D1 rank and officer of senior professional rank or above.

- (b) Advice shall be sought from the relevant offices/sections of the procuring department on other construction-related disciplines (including quantity surveying, land surveying and landscape architectural, etc.) to ensure their appropriate professional and/or technical staffing in the RSS establishment. Depending on the nature, scope and complexity of the projects and hence the requirements for these disciplines, their appropriate officers from the relevant offices/sections may need to be included in the Committee.
- (c) The need for any specific equipment (e.g. surveying equipment) for the RSS to properly discharge their duties on site may also be consulted with the relevant offices/sections of other construction-related disciplines.

7.3 Option A - Direct employment of RSS by the Consultant

The recruitment, employment, management, reimbursement and remuneration of RSS directly employed by the Consultant shall be in accordance with the DEVB TC(W) No.7/2018. The minimum qualification, experience and duties of each RSS post shall be stipulated in the “Schedule of Resident Site Staff Standards and Duties” in Annex 2 to the Brief.

7.4 Option B - Deployment of RSS by the Consultant

- 7.4.1 If required, the Consultant shall deploy his existing employees to undertake full time site supervision as RSS. Generally, the deployment of RSS by the Consultant is intended for projects involving special nature of construction with short duration e.g. a Resident Structural Engineer to supervise piling operation for few months on site.
- 7.4.2 The Director’s Representative shall specify the establishment of deployed RSS e.g. the minimum number of man-months, posts, qualifications, duties and responsibilities of the deployed RSS that are required for each discipline for undertaking the site supervision of the project.
- 7.4.3 For the purposes of fee proposals and payment to the Consultant for the deployment of RSS, the Director’s Representative shall include a notional establishment of deployed RSS in the Fee Proposal which constitutes a list of posts i.e. professional, technical and clerical/general staff. The notional value for the deployment of RSS shall be derived based on the notional numbers of man-months for deployment of each listed post and the all-inclusive rates per man-months inserted in the Fee Proposal by the Consultant.
- 7.4.4 A Special Conditions of Employment shall be incorporated when this option is adopted.

7.5 Option C - Posting of Government staff on site

(Note: This option shall only be used under exceptional circumstances.)

7.5.1 For Architectural Services Department, the RSS posted by the Employer on site would be under the direct supervision of the Consultant. Nevertheless, the Employer's site staff shall still remain as civil servants and be governed by the CSR. For matters related to personnel administration such as working hours, overtime, leave or disciplinary action for poor performance, they remain under the control of the relevant departmental Head of Branch.

7.5.2 The Director's Representative shall specify the establishment of the government RSS e.g. the minimum number of man-months, posts that are required for each discipline for undertaking the site supervision of the project.

7.6 Selection of options for Architectural Services Department

7.6.1 General policy

In view of the outsourcing of the role of the Supervising Officer to the Consultant, Option A i.e. direct employment of RSS by the Consultant shall be adopted as far as possible whilst the other two options shall be used under exceptional circumstances only as mentioned above.

For the purpose of fairness in bidding, the Director's Representative is only free to choose any one of the options in the provision of RSS. After the appointment of consultant, the Director's Representative should not be allowed to change the option selected. In any event, only one option shall be selected.

7.6.2 Invitation for Expression of Interest (EOI)

Before the invitation for EOI, the Director's Representative shall recommend to the respective Project Director for approval on which option shall be adopted.

7.7 Division of Responsibilities

7.7.1 Since the Supervising Officer's roles under the Works Contract has been outsourced to the Consultant, the Consultant's RSS including those employees of the Employer who are posted on site under direct supervision of the Consultant shall be fully responsible for making decisions appropriate to the level of delegated authority, resolving problems and exercising control over the contractor's performance on site such as progress, quality, site safety, environmental protection, site cleanliness and tidiness etc.

7.7.2 Where the Consultant is required to deploy his existing employees as RSS their duties will be similar to those of the RSS directly employed by the consultant.

7.8 Communications and Records

All communication between the RSS and contractors which involves contractual matters shall be recorded, either in the Site Record Book or in the minutes of meetings.

7.9 Accountability of the Consultant

The Consultant shall be fully responsible for the acts, defaults and neglects of all RSS including those Employer's site staff working under the direct supervision of the Consultant in connection with the Services rendered under the Agreement.

7.10 Site Auditing of the performance of the RSS

The Employer would carry out site auditing on the performance of the Consultant's RSS including those Employer's site staff working under the direct supervision of the Consultant.

8.0 MANAGEMENT OF CONSULTANTS

8.1 Purpose of Management

The management of consultants is necessary to ensure the timely completion of all the intended objectives of the Agreement, in compliance with the brief and or any approved amendments within the approved budget. Proper attention of the need for adequate liaison with Government and for compliance with the appropriate government policies and regulations is required. The most effective management will generally be achieved by the adoption of a partnering approach, recognising that the Consultant team is professional advisor. Therefore excessive control will be self-defeating. The target shall be the optimum amount of management to maximise efficiency and ensure satisfactory outcomes.

8.2 Principles of Management

The management of consultants is carried out by the Director's Representative [DR] and his delegate [DR's Delegate], who is the person(s) authorised to give instructions or convey the Employer's decisions and views to the Consultant or to liaise with the Consultant. The DR is responsible for ensuring that the Consultant shall comply fully with the terms and conditions of the Agreement and forms the point of contact and liaison for other interested government bureaux/departments, who are consulted, kept informed and who provide input to the Agreement. Management is an active role requiring input from the Employer as well as receiving output from the Consultant.

8.3 Role of the Director's Representative

8.3.1 Within Government

The DR performs all normal duties within Government in respect of the project to which the consultancy is related, e.g. the appointment and management of the Consultant, PWP action, financial control, quarterly reports, comment on proposed site conditions, processing all relevant ordinance procedures for land clearance, alteration, tree removal etc. After checking the completed tender documents, the DR makes arrangement for gazetting tenders, prepares tender reports based on assessments by the Consultant and submits these to the appropriate Tender Board, notifies award of and signs contracts etc. Besides, the DR also takes up the role of two-way liaison between concerned government bureaux/departments and the Consultant. In this respect the Consultant shall not by-pass the DR when liaising with other concerned government bureaux/departments. The Consultant shall be informed of the holder of the DR in the Letter of Appointment at Appendix 4.

8.3.2 Monitoring and Administering the Agreement

The Agreement is a legally binding document and shall be administered as such. The DR must be familiar in detail with the Consultant's duties, obligations and benefits as well as the Employer's duties and obligations under the Agreement. The DR shall monitor the Consultant's compliance with the Agreement and also, to the extent authorised therein, with Government regulations and procedures. Letters on matters of principle under the Agreement, or of a disciplinary nature, shall be signed by the DR. Instructions on modifications, extensions to or termination of the Agreement shall be given in writing by the DR. The Consultant may not proceed from one consultancy stage to the next without the prior written authority of the DR.

8.3.3 Assisting the Consultant

- (a) The DR shall generally assist the Consultant in his liaison with Government, and shall take proactive steps to resolve any disputes or difficulties which may occur. The Consultant shall as necessary be fully briefed on Government's structure and on all procedures, and ordinances relevant to the works. Consultants under the List of Consultants of AACSB can access the Consultant Information Centre Website [CICW] maintained by the Architectural Services Department [ArchSD] for new and updated information regarding all manuals, instructions, standard drawings, standard contract documents, handbook, reports, policy guidelines, design standards, technical circulars, and other technical requirements relevant to assignments. Contact shall be promoted between the DR and the Consultant's professional and clerical staff on such aspects as financial monitoring and control, routine accounting and personnel management, etc., to avoid potential deviations from procedures.
- (b) Regarding liaison with other government bureaux/departments, the degree of direct contact, in either direction, shall be determined by the DR. Where direct contact is necessary, the DR shall be kept informed and be sent copies of all correspondence between the Consultant and other bureaux/departments. On complex projects, the DR shall arrange for each concerned government bureaux/department or other organisation to appoint a representative through whom all internal and external matters regarding the consultancy shall be channelled. Details of the contact post, name of incumbent, telephone number and address shall be circulated to all parties and regularly updated.

8.3.4 Delegation of powers and duties from the DR to the Officer

In accordance with Clause No. 16 of the General Conditions of Employment, the DR may delegate his powers to a designated person(s) through a letter of authority. The Standard Letter of Delegation of Powers and Duties from the DR to the Officer is at Appendix 26.

The Director's Representative is reminded that if site staff have not yet been assigned at the commencement of the Agreement when the above Standard Letter of Delegation is issued, such Letter shall be updated and issued to the Consultant when the respective site staff have been assigned.

The Standard Letter of Audit and Inspection of Works is at Appendix 26A. The Standard Letter of Inspection of Documents is at Appendix 26B. Summary of Powers and Duties of the Employer, Director and Director's Representative & his Delegates in the GCE / SCE for Consultancy Agreement for Outsourcing the Supervising Officer's Role is at Appendix 26C.

8.4 Supervision and Checking of Consultant's Professional Services

8.4.1 The extent of supervision and checking associated with checking Consultant's Services will vary according to the size, scale, political sensitivity and complexity of the works. The DR shall limit supervision to the major key areas relating to time, cost, quality and the agreement deliverables. The extent of supervision and checking is to be determined and recorded by the Employer at the commencement of each work stage. It is expected to range from "low", requiring minimal input for simple, small, non-political projects, through to "medium", for projects which are more complex with reasonable value and/or political sensitivity, to "high" which would be for projects deemed to be complex, high value and/or highly politically sensitive.

8.4.2 The following framework of three categories of information exchange and checking are recommended for supervision and checking of consultant's professional services:

(a) Information (I)

Brief summary information, progress reports, records of statutory compliance, site survey information etc. The extent of information required by the Employer can be determined on a project by project basis. Generally no comments, checking or consent will be required.

(b) Referral (R)

The consultant is to draw to the attention of the Employer items which could have an impact on the contract. Items such as design amendments, programme change, significant material change, issue of variations etc. Normally little checking or no consent may be necessary.

(c) Approval (A)

These are items the consultant must submit with justification to the Employer. The Employer is to examine and advise if necessary. The Consultant is to check and agree which items need prior approval before they are issued to the contractor. Items in this category are, date of commencement and completion, certificate of completion, suspension order, notice of re-entry, final account etc. Agreement should be reached on EOT and claims assessment resolution items as to whether they are to be under approval or referral.

- 8.4.3 The system for supervision and checking of consultant's professional services is to be implemented and monitored through monthly progress report meetings where formal records are kept. Simplified draft guidelines based on workstages and items to be included in the regular consultants meetings are in **Appendix 30**. The project managers can adapt the draft guidelines to add or delete items as necessary, as each project will have different aspects for monitoring and checking.
- 8.4.4 For the efficient and effective monitoring of consultants' professional work by the project team at different workstages, a risk-based approach taking into account the consequences and frequency of the occurrence of material errors should be adopted as detailed in **Appendix 33**.
- 8.4.5 For design and build contracts, checking and certification by a third party is required. Please refer to the Administrative Procedures for use with the Government of HKSAR General Conditions of Contract for Design and Build Contracts 1999 Editions, issued by DEVB.

8.5 Consultant Documents System

- 8.5.1 Consultants in undertaking commissions with the ArchSD are obliged to comply with ArchSD operational instructions, manuals, standards and technical circulars issued by the DEVB and follow all current procedures and standard documents.
- 8.5.2 To ensure that consultants are kept up-to-date on ArchSD operational procedures, instructions, General and Discipline-Specific Documents, ArchSD has established a website known as "Consultant Information Centre Website" [CICW] where such information can be accessed by the Consultants who are on the AACSB List of Consultants. The Consultant shall be responsible for being up to date with such procedures, instructions and documents. It is the obligation of the Consultant to check and confirm the accuracy and appropriateness with the DR that the information used before making reference or incorporating such information in their Deliverables is up to date.
- 8.5.3 "General Documents" are classified as those government and departmental procedures and documents relevant to any professional discipline. "Discipline-Specific Documents" are those procedures and documents which are classified as relevant only to individual professional disciplines.

- 8.5.4 The standard drawing title block in Appendix 19A shall be used for all drawings prepared by the Consultant.
- 8.5.5 In order to ensure that only up-to-date information contained in the CICW is in use by the Consultant's staff and the CICW has been properly protected from any misuse or unauthorised intrusion to the network, each Consultant is required to nominate a representative as his account holder to login the CICW for receiving and subsequently disseminating information therein among the Consultant's staff.
- 8.5.6 The administration and coordination of information contained in the CICW is under the purview of the Consultants Review Committee [CRC] of ArchSD.
- 8.5.7 Consultants are required to devise their own internal dissemination system to ensure that updated information is properly available to staff engaged on ArchSD agreements. Records of receipt and subsequent dissemination of documents are to be properly maintained. Document management is one of the criteria against which Consultants' performance is assessed. In this context, relevant document files and revision records shall be made available for inspection by the project team at any time without prior notice. Failure to maintain a proper documents management system may result in the imposition of such regulatory actions as may be considered appropriate by the CRC.

8.6 Programme

The Consultant shall submit relevant programmes where required under the Agreement. The programme shall identify and show the timing of all critical or main elements at each Work stage that requires the referral to the DR for decision. More detailed programmes shall be submitted for each consultancy stage at its commencement or as otherwise requested by the DR. The programme elements shall include for all necessary government procedures and checking by the DR of draft tender documents, etc. Adequate time shall be allowed for completion of these procedures and for dealing with objections under relevant ordinances. The DR shall scrutinise draft programmes carefully and liaise with the Consultant to ensure that realistic time has been allowed for government procedures and input. After acceptance by the DR, the programmes shall become the basis for control and monitoring of progress.

8.7 Progress Reports

- 8.7.1 The Consultant shall submit at regular intervals (usually monthly) a report in a format, and of a scope, for the project performance meeting. The report shall indicate for the previous period, the progress achieved in relation to the approved programme, the Services and Deliverables and also any difficulties encountered and any other items required by the DR. The Report shall also mention any guidance or assistance which the Consultant may require. Other bureaux/departments and utility companies etc., having interest or involvement in the project shall be kept informed of the progress by the DR.
- 8.7.2 Project progress and performance meetings shall be chaired by the DR. The Consultant shall submit his report and the agenda shall discuss the progress reports, decide on follow-up actions to be taken and any revisions to the programme to recover delay.
- 8.7.3 Approval to proceed to subsequent Work stage is to be sought through the DR at the successful submissions to PQDVC and acceptance of documents for tendering.

8.8 Reporting on the Consultant

The Consultant's performance is measured by the DR monthly. Reporting on the Consultant's performance is usually on quarterly basis and by a final report on completion of the Agreement (see Section 10.0). However, under exceptional circumstances, e.g. upon identifying a major default of the Consultant or any serious incident regarding the performance of the Consultant in an agreement, the DR should submit a special report on the Consultant's performance. All performance reports shall be submitted to Secretary, CRC promptly upon the due date for submission. Where particular shortcomings become apparent, the DR shall immediately draw this to the attention of the Consultant with a view to eliminating the problem as soon as possible. If the problem is likely to result in an adverse report, the DR shall advise the director of the Consultant at the monthly meeting and in writing.

8.9 Payment of Fees

- 8.9.1 Fees shall be paid to the Consultant at the time and in the amounts stipulated in the Schedule of Fees. Unless otherwise stated in the Schedule of Fees, interim payments shall normally be assessed in accordance with progress during the design and tender stages and as a percentage of payments made to the contractor during the construction stage. Where it is necessary for the Consultant to carry out additional duties or services, these must be agreed and approved by appropriate authorities and shall be instructed in writing by the DR. Prior agreement on the method of payment in accordance with the terms of the Agreement is also required. The DR shall refer to Section 9 and Practice Notes at Appendix 24 regarding the appropriate authority to issue instructions for modifications and variations to the consultancy agreement. For the determination of Consultant's fees for additional Services, refer to Technical Reference No. 7-9 in **Appendix 36** and DEVB TCW No. 2/2016.

- 8.9.2 The General Conditions of Employment relating to payment of fees require that the Employer makes payment to the Consultant within 28 days after the receipt of the Consultant's invoice by the DR. Particular attention should be paid to carefully checking and certifying accounts promptly. Director of Accounting Services shall be advised on the payment due date when forwarding accounts for payment.
- 8.9.3 The presentation of Consultant's fees shall be in a manner which results in a consistent figure appearing in department files, correspondence and reports.
- 8.9.4 A flow-chart showing the procedures for processing payment of fees is included in Appendix 20.

8.10 Consultant's Report on the Agreement

8.10.1 For feasibility study / investigation / special study agreements

(a) Draft Report

Upon completion of the Agreement, if stipulated in the Brief, the Consultant shall submit to the DR a draft report on the Project, containing his recommendation and other details as required by the Brief. The DR shall decide on the distribution and circulation of the draft report. The DR shall check the report for significant errors and the validity of its conclusions and ensure that it fulfils the requirements of the Brief. The DR shall pass comments received to the Consultant and circulate his response to all parties. The Consultant, taking account of comments received, shall then conclude any remaining investigations, refine his findings and proceed with the preparation of the final report.

(b) Final Report

Following submission by the Consultant to the DR of the final report incorporating all significant comments received at the draft stage and the Consultant's responses thereto, the DR shall check that all comments have been satisfactorily answered and all requirements of the Brief met, before he gives his formal acceptance to the final report and distributes it to interested parties for their information. A copy of the final report shall be kept in the departmental library.

8.10.2 For design and construction agreements

The DR shall arrange the Consultant to make a detailed presentation of the project upon completion to relevant parties if necessary. A copy of the information shall be kept in the library for future reference.

8.11 Management during Design, Construction and Commissioning (*WBTC No. 18/2002 has been subsumed under relevant sections of this Section 8.11 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.*)

8.11.1 Regulations and Procedures

The Consultant shall comply with the government regulations, standard tender and contract management procedures of the ArchSD, and seek the approval of the DR for any deviation. The DR shall agree with the Consultant procedures for cash-flow planning and financial management of the works contracts, so that the DR will be properly alerted to necessary applications for funds to meet contractual payments. The Consultant shall liaise with project team members to ensure that cash-flow reports are always up-to-date reflecting actual progress of works contracts.

8.11.2 Works Contract Management

- (a) For an architectural consultancy, management of the contract shall be undertaken by the Consultant in his capacity as the Supervising Officer to the Works Contract. The duties and power of the Supervising Officer shall be laid down in the Conditions of Contract. The Consultant must be allowed to carry out the duties of the Supervising Officer independently and impartially, with only those constraints on his contractual power as defined in the General Conditions of Employment. Care should be taken to ensure that other terms of the Agreement or administrative procedures or requirements do not impose any additional constraints on the power of the Supervising Officer.
- (b) The Consultant shall discuss with the DR in advance of issues such as variations to the contract works, extensions of time for completion and claims for additional payment at regular meetings or as necessary. All requests on such matters from the Consultant to the DR for his approval or comment shall be dealt with expeditiously.
- (c) As soon as the Consultant becomes aware of any errors or omissions in his services or deliverables, he shall immediately inform the DR of such errors or omissions, together with his detailed rectification proposals.
- (d) The DR shall monitor closely the Consultant's performance at regular monthly meetings on contract management to see that he acts properly and effectively and that Government procedures and regulations are followed. For example, the use of Government standard forms of site records should be verified by carrying out a technical audit from time to time.

- (e) The Consultant shall be reminded of the constraints on his contractual power, in particular those governing variations to the contract works, extensions of time for completion and claims for additional payment. The DR shall ensure that suitable and agreed procedures including time limit guidelines are laid down and followed, so that all referral on such matters from the Consultant to the DR for his approval or comment are dealt with expeditiously.
- (f) The DR shall advise the Consultant when site records, drawings and files should be sent to the DR's office for custody after the completion of each contract. If Government site staff are posted to the Consultant, the site records shall be kept by the Consultant. The agreement requires the Consultant to permit inspection by Government of records, drawings and correspondence relevant to any contract or other expenditure of Government funds (GCE Clause 14).
- (g) The DR shall carry out technical audits for the Agreement at various stages of the contract. The Consultant shall provide relevant information to facilitate the technical audit.
- (h) Where the DR intends to carry out technical audit on completed contracts, such audit should be carried out within 12 months of receipt of the completed set of site records from the Consultant, and any query should be put to the Consultant within a reasonable period of time. Audits on quantity surveying consultancies may need to be carried out after 12 months of receipt of the complete set of site records.
- (i) Financial control
 - (i) The DR shall ensure that the Consultant is aware of the time and supporting information which will be needed when seeking approval for increases in the project estimate, supplementary provisions to increase annual estimates and increases in contract sums.
 - (ii) As the Supervising Officer to the contract, the Consultant can without prior approval (except as described in GCE Clause 24) order variations to the contract works and in other ways commit Government to expenditure within the terms of the contract. The DR shall ensure that the Agreement contains adequate provisions requiring the Consultant to keep the DR fully informed of the financial state of the contract, including monthly updating of the estimated final contract sum, forecasts of expenditure and immediate notification of any likelihood of the approved contract sum being exceeded. Formal financial management arrangements should be agreed between the DR and the Consultant to ensure that, throughout the course of the contract, necessary authorities are obtained and funds made available in time to meet contractual payments.

8.11.3 Phase Subject to Incorporation (Refer to Technical Reference No. 5 at **Appendix 36** for background information)

According to Technical Reference No. 5 at **Appendix 36**, Special Conditions of Employment [SCE] Clause No. 9 shall be included in documents for consultancy assignments covering more than one “Phase” (the term “Phase” used in Technical Reference No. 5 at **Appendix 36** shall also mean work stage) and the implementation of some of these phases has not been decided upon at the time of inviting submissions for technical and fee proposals. For example, a design and construction assignment may have to be terminated after the completion of the design phase due to failure in securing the necessary financial resources for the tendering and construction phases.

According to SCE Clause No. 9, the Director’s Representative may, within the relevant time stated in the Brief, instruct the Consultant in writing to proceed with the Services comprised within a Phase Subject to Incorporation using the standard letter at Appendix 27 of the AACSB Handbook.

8.11.4 Variations to Consultancy Agreement

Please refer to Section 9 and Practice Notes at Appendix No. 24.

9.0 MODIFICATION TO AN AGREEMENT

9.1 Need

During the course of an Assignment, additional Services or omissions may come to light, or may be recommended, and as a result it may be considered appropriate to modify or extend the Agreement.

Agreement may also need to be modified due to a change in status of the parties, or because of a change in Government standards and/or policies. As the Agreement is a legal contract, it cannot be altered or modified without the consent of both parties.

For guidance, please refer to the Practice Note at Appendix 24.

9.2 Submission to AACSB

Unless a modification has already been covered by a general approval as may be the case with certain policy changes, an approach shall be made to AACSB for approval before altering any agreement.

9.3 Justification

The approach to AACSB must include a justification for the proposed modification/extension and either an estimate of any additional cost or the proposed additional fees involved. Prior approval to any additional expenditure shall be obtained and this shall be stated in the submission.

Where the modification involves an extension to the Services to be provided under the Brief, full justification including reasons why this shall not be carried out as a new agreement should be provided. Normally in such circumstances, extensions shall be approved only when the Services are a logical extension of the Assignment and difficult to separate from it.

9.4 Negotiation and Execution

Following approval in principle to any modification by the AACSB, it will generally be necessary to negotiate the terms, conditions and any additional fees relevant to the modification or extension, and to obtain AACSB's approval to these prior to executing the modification. Minor changes may be completed by an exchange of letters, major changes may require the execution of a supplementary agreement. In some cases legal advice on the wording of such supplementary agreement may be required and the procuring department should liaise directly with the Legal Advisory Division (Works) of the Development Bureau (DEVB).

9.5 Novation

9.5.1 General

Apart from modification due to changes in work content or scope of responsibility the Agreement may require alteration in the form of Novation of Agreement due to a change in the legal status of the Consultant. It should be noted that under the General Conditions of Employment a Consultant shall not assign the Agreement.

9.5.2 Policy

- (a) Novation of consultancy agreements is allowed under one of the following circumstances:
 - (i) A consultant is going to change or has changed from a partnership or sole-proprietorship to a limited liability company. The obligations, liabilities and benefits under the existing consultancy agreements will be transferred to the new company. Under this scenario, novation must cover all on-going consultancy agreements.
 - (ii) A consultant is being wound up, will soon cease to carry on business or is intending to wind up his business and is thus unable to perform some or all of the consultancy agreements. The Government on balance agrees to a novation instead of terminating the consultancy agreements. In the case of a consultant intending to wind up his business and proposing novation of only some but not all of his consultancy agreements, the consultant shall provide an on-demand performance bond by a bank or an insurance company covering the remaining consultancy agreements. The amount of the performance bond shall be determined by the procuring department, taking account of the outgoing consultant's liabilities such as liabilities for breach of agreement or outstanding liabilities, and total value of outstanding fees for those consultancy agreements not to be novated.

Other than the above circumstances, any transfer of a consultant's benefits and obligations under consultancy agreements with the Government to a third party, including a sister company, a holding company or a subsidiary company having a separate legal status, will not be permitted.

- (b) It has to be satisfied that the new consultant(s) taking over the consultancy agreements has the capability (especially the consultant's experience and staffing aspects) to undertake the consultancy agreements and bear all the responsibilities under the consultancy agreements.
- (c) If the proposed new consultant is a limited liability company, the majority of directors who have the voting power in meetings of the company must be consulting engineers (or equivalent professionals of associated professions). The proposed new consultant shall be required to submit documentary proof.

- (d) The proposed new consultant shall be required to declare any involvement or interest which is in real or apparent conflict with the duties to be performed for the consultancy agreement(s), particularly any interest or association that the new consultant may have with any contractor, supplier, specialist contractor or sub-contractor.
- (e) The new consultant should be currently on the same category and band on the AACSB List of Consultants.
- (f) Novation of consultancy agreements is not required if only the company name of a consultant is changed. The change does not affect the legal status, or any of the rights or obligations of the consultant.

9.5.3 Procedures

- (a) Upon receipt of a request from a Consultant for novation of any existing consultancy agreements, the procuring department concerned should forward the request to the Secretary of the AACSB.
- (b) The Secretary will then obtain from the Consultant :
 - (i) Details of the new consultant(s), including a copy of its Business Registration Certificate, the Certificate of Incorporation, Quality Management System Certificate and the Memorandum & Articles of Association (or similar documents in the case of overseas consultants).
 - (ii) Details of the consultancy agreements to be novated.
 - (iii) Any special features involved such as departures from the standard novation agreement forms shown at Appendices 21.1 and 21.2. The procuring department should ensure that any changes to the standard novation agreement form shall be agreed with the Legal Advisory Division (Works) of the Development Bureau.
- (c) The Secretary will then circulate to all concerned departments for their agreement to the proposed novation.
- (d) If only one procuring department is involved in the novation process, the concerned department will follow up all issues related to the novation.
- (e) In the event that two or more procuring departments are involved in the novation process, the Secretary will facilitate as a coordinator between the concerned departments, and the outgoing and new consultants. The procuring department which holds the greatest outstanding consultancy fee (including additional Services already ordered) for those consultancy agreements requiring novation will be responsible for the logistical arrangement for the novation procedures including the checking of documents on authorized signatories, preparation of standardized novation agreement forms, and where applicable arranging venue for signing of novation agreements.

- (f) Separate novation agreements should be drawn up to cover consultancy agreements for and signed by the individual procuring department. All novation agreements covering all consultancy agreements to be novated should be signed on the same date.
- (g) Sufficient copies of originally signed novation agreements should be prepared, one each to be retained by the concerned procuring department, the outgoing consultant and the new consultant. Certified true copies of the novation agreement should be sent to the Secretary and the Director of Audit within 3 working days from the date of execution.
- (h) In the case of a consultant intending to wind up his business and proposing novation of only some but not all of his consultancy agreements, the procuring department shall obtain from the consultant an on-demand performance bond as set out in paragraph 9.5.2(a)(ii), using the form provided at Appendix 21.3.
- (i) The Secretary will notify the concerned procuring departments upon receiving request for novation from a consultant. A consultant who has requested for novation of consultancy agreements under paragraph 9.5.2(a)(ii) shall not be invited to bid for or be awarded any further consultancies. Similarly, bids submitted by consultants who engage such a consultant as a sub-consultant should not be considered. Nevertheless, the consultants may propose a change of sub-consultants if the deadline for notification of change has not been lapsed.
- (j) The consultant shall be removed from the AACSB List of Consultants. Reinstatement to the List shall not be allowed even if the consultant decides afterwards not to wind up for whatever reasons.
- (k) Procuring departments should also notify the concerned agencies (such as MTRC and KCRC) of the proposed novation if they have consultancies entrusted to these agencies, which have been awarded to the outgoing consultant.

9.5.4 Procedures for Consultancy Agreements Approved through Boards other than AACSB

- (a) Where consultancy agreements have been processed through EACSB or CCSB, these shall be dealt with by the Secretary of the relevant Consultants Selection Board, and
- (b) In cases where novation of a number of agreements has been requested and more than one board is involved the Secretary, AACSB shall refer any relevant agreements to the Secretary(s) of the other relevant Board(s).

9.5.5 Standard Forms

A novation agreement is a tripartite agreement entered into by the Employer (Government), the Consultant (outgoing consultant) and a third party (new consultant), whereby the Consultant is released from and the third party assumes all the Consultant's obligations and rights under the stated consultancy agreement. The two standard forms of novation agreement are shown at Appendices 21.1 and 21.2. More than one consultancy agreements may be included in a novation agreement. All three parties should normally execute the novation agreement for all these consultancy agreements on the same date.

9.5.6 Insurance

Where insurance is required for a consultancy agreement and if the consultancy agreement is to be novated then an insurance policy must be provided by the third party, in the contractually required form, prior to the execution of the novation agreement.

9.5.7 Effect on Consultants' Performance Record

With the exception of cases mentioned in Section 9.5.2(a)(ii), the past performance records of the outgoing consultant will be regarded as the performance of the new consultant in the consideration of its future bids for Government consultancies and such past performance records will include, among others, the performance reports, performance index, and conviction records of offences under the Immigration Ordinance (CAP. 115), Employment Ordinance (CAP. 57), Water Pollution Control Ordinance (CAP. 358), Waste Disposal Ordinance (CAP. 354), Dumping at Sea Ordinance (CAP. 466), Air Pollution Control Ordinance (CAP. 311), Ozone Layer Protection Ordinance (CAP. 403), Noise Control Ordinance (CAP. 400), Environmental Impact Assessment Ordinance (CAP. 499), and other ordinances.

9.6 Change of Company Name

Upon receipt of notification from consultants of a change of company name, the Secretary of AACSB will seek confirmation from them on whether there have been any changes in corporate structure or transfer of ownership as a result of the name change. If necessary, technical investigation may be conducted by the Architectural Services Department to verify the documents submitted and compliance with appropriate admission criteria of the AACSB List of Consultants.

If there were no changes in corporate structure nor transfer of ownership in the company, the Secretary will notify the procuring department of the name change, otherwise a novation of the current consultancy agreements of the company may be required. In any case, the company shall comply with appropriate admission criteria of the AACSB List of Consultants.

9.7 Suspension or Termination

Procedures to be followed if Government wishes to suspend or terminate an agreement, or any stage of an agreement, are given in Clause 41 of the General Conditions of Employment. Legal advice should be sought from the Legal Adviser (Works) of the Development Bureau if suspension or termination is invoked by Clause 41 of the General Conditions of Employment.

However, the termination may be exercised genuinely by the Employer under the following circumstances:

- (a) the works project has been abandoned, or
- (b) the works project will be suspended for an extremely long period for the time being

Under the above circumstances, the Director's Representative can terminate the consultant at his/her discretion by invoking Clause 41 of the General Conditions of Employment without seeking legal advice from the Legal Adviser (Works) of the Development Bureau as mentioned above. But the Director's Representative cannot exercise such a power if his intention is to have the works carried out by others at a lower cost.

If the Government wishes to suspend or terminate an agreement for any reason the Director's Representative must give the Consultant one month's notice in writing. Standard Notices of Suspension / Termination are at Appendix 28.

Where applicable, the Director's Representative must inform the Consultant in writing, usually within one month or as specified in the Brief or the agreed programme, whether or not they are to proceed to the next stage.

The suspension or termination clauses in the General Conditions of Employment also describe the consultants' remuneration under such circumstances.

The Director's Representative shall submit to the Consultants Review Committee of the procuring department on suspension or termination an evaluation of the Consultant's performance.

9.8 Organizational Restructuring of Consulting Companies - Integration

9.8.1 Policy

- (a) Under the scenario of one or more consulting companies (the transferor(s)) integrating into another consulting company (the transferee) by full transfer of their liabilities, assets, staff and resources to the transferee, the transferee may apply for inheritance of company experience, substitution of listing status, and novation of consultancy agreements of the transferor(s) (the transferee's application). Otherwise, any novation of agreements shall be handled in accordance with the current provisions mentioned in Section 9.8.2.3.
- (b) If the transferee's application is accepted, the transferee shall be allowed to inherit company experience and substitute listing status of the transferor(s). Procuring departments shall proceed with the novation of all on-going consultancy agreements using the enhanced standard form of novation agreement. The transferor(s)'s past performance records including performance reports, performance ratings and regulating actions taken against the transferor(s), shall be regarded as the performance records of the transferee in future consultant selection exercises. The past performance rating of the transferee shall be recalculated from the performance reports scores, if any, of both the transferee and the transferor(s) in the rolling past three years as if these scores came from one consulting company, i.e. the transferee. Regulating actions applicable to the transferor(s) shall also be taken against the transferee.
- (c) The AACSB and procuring departments shall follow the guidelines given in Section 9.8.2 below in regard to (a) inheritance of company experience, (b) inheritance of past performance, (c) novation of on-going consultancy agreements, and (d) transitional arrangement.

9.8.2 Guidelines

9.8.2.1 Inheritance of company experience

- (a) If a consulting company (the transferee) intends to inherit company experience of one or more consulting companies (transferor(s)) upon the integration mentioned in Section 9.8.1(a), the transferee shall submit an application to the Secretary of the AACSB (hereafter called “the Secretary”). The application shall include the following:
 - (i) Legal opinion certifying the full transfer of liabilities, assets, staff and resources;
 - (ii) Undertaking in the form of a deed from both the transferor(s) and transferee to the HKSAR Government warranting all liabilities, assets, staff and resources shall be transferred to the transferee;
 - (iii) Undertaking in the form of a deed from the transferee to the HKSAR Government to assure the continual employment of key personnel and special resources for a certain period of time and to replace them only by equal or better replacements;
 - (iv) Undertaking in the form of a deed from both the transferor(s) and transferee to the HKSAR Government to cover the novation of the on-going agreements (see also Section 9.8.2.3) and the novation of new agreements to be awarded (see also Section 9.8.2.4(b)).
- (b) If the transferor still remains in existence after the restructuring, it shall provide a deed to undertake not to make any reference to any of its past records, including company experience and past performance records in previous public works contracts/consultancies, as these deem to have been transferred to the transferee.
- (c) The Secretary shall seek legal advice from the LAD(W)/DoJ on the validity of the legal opinion and undertakings.
- (d) With a valid legal opinion and associated undertakings and upon AACSB’s approval, the Secretary shall notify the administrator of the computerized Consultants' Performance Information System (CNPIS) and procuring departments of : (i) the details of the integration, (ii) the inheritance of company experience upon the full transfer of liabilities, assets, staff and resources for future consultant selection exercises, and (iii) the substitution of listing status (subject to the transferee satisfying, upon substitution (but not necessarily before), the minimum criteria for listing under the respective category of the List of AACSB Consultants).

9.8.2.2 Inheritance of past performance

(a) Past performance rating

Upon the integration of consulting companies and the Secretary's notification mentioned in Section 9.8.2.1(d) above, the past performance rating of the transferee shall be generated based upon the performance reports scores of both the transferee and transferor(s) in the rolling past three years in the following monthly updating or quarterly updating of the CNPIS, whichever opportunity first arises. The latest past performance rating of the transferee generated in the CNPIS by DEVB in accordance with paragraphs 11 to 14 of Annex I to DEVB TC(W) No. 3/2016 shall not have any retrospective effect on the assessment of the transferee's EOIs or Technical Proposals.

(b) Completion of consultants' performance reports

For the purpose of completing those reports referred to in paragraphs 3 to 5 of Annex I to DEVB TC(W) No. 3/2016 on transferee's performance in carrying out the novated agreements and when a period or a part of the period subject to reporting was covered by the transferor(s), the procuring department shall complete the report on the performance of the transferee by also taking into consideration the transferor(s)'s performance in the period or the part of the period in the report.

(c) Regulating actions

Regulating actions applicable to the transferor(s), in accordance with paragraphs 17 to 24 of Annex 1 of DEVB TC(W) No. 3/2016, shall also be taken against the transferee upon the integration.

9.8.2.3 Novation of on-going consultancy agreements

Procuring departments shall proceed with the novation of all on-going consultancy agreements according to the provisions set out in ETWB TC(W) No. 3/2005 using the enhanced standard form of novation agreement attached at Annex A or Annex B (refer to Appendix 21.1 & 21.2). The main purpose of the enhancement in the standard form is to put it beyond doubt that, upon execution of the novation agreement, the in-coming party (transferee) will assume all liabilities and satisfy all claims and demands past present and future whatsoever under the relevant consultancy agreements and the outgoing party (transferor(s)) will be released and discharged from further performance of the relevant consultancy agreements and from all claims and demands past and present and future whatsoever under the relevant consultancy agreements.

9.8.2.4 Transitional arrangement

(a) Assessment of EOI and Technical Proposal

- (i) The procuring department shall mark consulting company's past performance according to the provisions set out in DEVB TC(W) No. 2/2016, i.e. the past performance ratings of the consulting company as at the due date for submission of EOI or Technical Proposal
- (ii) The procuring department shall mark the transferee's/transferor(s)'s past performance by using their respective past performance ratings as at the due date for submission of the EOI or Technical Proposal irrespective of the effective date of integration. For the avoidance of doubt, if the assessment of EOI or Technical Proposal submitted by the transferor(s) spreads over the effective date of the integration, the procuring department shall mark the consulting company's past performance according to the past performance rating of the transferor(s) (who submitted the EOI or Technical Proposal) instead of the past performance rating of the transferee.

(b) Novation of new agreements

In case of technical and fee assessment which spreads over the effective date of the integration and the transferor(s) is the winner, the procuring department shall recommend to the AACSB the award of the consultancy agreement to the transferor(s) (who submitted the Technical and Fee Proposal) instead of the transferee. The procuring department shall then arrange novation of the agreement. However, such requirement shall not apply to shortlisting of consulting companies since the shortlisting process does not create an "offer and acceptance" contractual relationship between the Government and the bidders. For the avoidance of doubt, if the transferor(s) is shortlisted and the assessment of EOI submitted by the transferor(s) spreads over the effective date of the integration, the procuring department shall recommend to the AACSB the shortlisting of the transferee into which transferor(s) has integrated.

9.8.2.5 Effects under Various Organizational Restructuring Scenarios

- (a) The effects on the current policy under various organizational restructuring scenarios of consultants and relevant examples are summarized in Table 1 and Table 2 below respectively.

Mode of consultant organizational restructuring [#]	To be inherited by the transferee		
	Listing status	Company experience	Past performance records
One-to-one (One company transferring consultancy business to another company)	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Many-to-one (Two or more companies merging into one company)	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
One-to-many (One company splitting into two or more companies)	* (currently <u>No</u>)	* (currently <u>No</u>)	* (currently <u>No</u>)
Many-to-many (Two or more companies reorganized to different companies)	* (currently <u>No</u>)	* (currently <u>No</u>)	* (currently <u>No</u>)

Examples of the different modes of restructuring are provided in Table 2 below.

* Inheritance will be considered on a case-by-case basis, as explained in sub-clause (b) below

Table 1 – Effects under Various Organizational Restructuring Scenarios

- (b) The rationale for different treatments under different modes of restructuring in Table 1 above is explained as follows:
- (i) the “one-to-one” and “many-to-one” organizational restructuring will result in only one company remaining after restructuring. The verification of full transfer of the liabilities, assets, staff and resources should be straightforward. Hence, the inheritance of listing status (subject to satisfying the entry requirements for the respective List), company experience and past performance records should in general be accepted; and

- (ii) the “one-to-many” and “many-to-many” organizational restructuring involve complicated business transaction and partial transfer of liabilities, assets, staff and resources. Therefore it could only be considered on a case-by-case basis.

Mode of organizational Restructuring	Example	Company Before Restructuring	Company After Restructuring
One-to-one (One company transferring consultancy business to another company)	Full transfer of whole company or only the consultancy business of Company A1 to Company A2 of a different legal entity	A1	A2
Many-to-one (Two or more companies merging into one company)	Merging of Company B1 into company B2 (B2 's legal entity remains)	B1, B2	B2
	Merging of Company B1 with company B2 to form a new company B3 of a new legal entity	B1,B2	B3
One-to-many (One company splitting into two or more companies)	Splitting of Company C1 (e.g listed under categories “a” and “b”) into two companies C1 (taking up category “a”) & C2 (taking up category “b”)	C1	C1, C2
	Splitting of Company C1 above into two companies C2 & C3 of new legal entities taking up categories “a” and “b” respectively	C1	C2, C3
Many-to-many (Two or more companies reorganized to different companies)	Reorganization of Companies D1 (e.g listed under categories “a” and “b”) & D2 (listed under categories ”c” and “d”) to form D1 (taking up category “a” only) and D3 of new legal entity (taking up categories “b”, “c” and “d”)	D1, D2	D1, D3
	Reorganization of Companies D1 & D2 above to form D3 & D4 of new legal entities with D3 taking up category “a” only and D4 taking up categories “b”, “c” and “d”)	D1, D2	D3, D4

Table 2 – Examples of Different Modes of Organizational Restructuring

10.0 CONSULTANTS' PERFORMANCE

10.1 General

- 10.1.1 This section on consultants' performance is prepared by making reference to Annex I of DEVB TC(W) No. 3/2016 on the reporting and management of consultants' performance. If there are discrepancies between the content of this section and that of the Development Bureau Circular, the latter shall prevail.
- 10.1.2 In order to ensure that consultants perform their duties in accordance with their Agreements and Briefs, they must be effectively managed by the procuring department. It is essential that the consultant's performance is assessed and reported accurately so that the quality of services can be reflected, and in turn, good value for money can be ascertained. In cases of unsatisfactory performance, action shall be taken by the procuring department in the first instance, in accordance with Section 10.8 hereinafter.
- 10.1.3 The performance of consultants must be regularly assessed and reported on a quarterly basis by the responsible project officer or the Project Manager at senior professional level until the completion of the assignment. All the consultant performance reports shall be reviewed and countersigned by the Director's Representative before submitting to the departmental Consultants Review Committee [CRC] for endorsement.
- 10.1.4 The CRC of the procuring department shall be responsible to manage the consultants' performance reporting and to take necessary actions against poor performers.
- 10.1.5 Paragraph 15 on the part requiring department procuring consultancy agreements to set up a CRC and paragraph 22 under "Regulating Actions (Other Circumstances)" in particular on the reporting system to AACSB of Annex I of DEVB TC(W) No. 3/2016 shall also be applicable to the recording of any incident/event of serious default or non-performance of a consultant which may not be specifically related to any architectural or engineering related consultancy agreements each of value exceeding the Quotation Limit as set out in SPR 220 (as promulgated in SDEV's memo ref. (02VPB-01-14) in DEVB(PS) 106/43 dated 12 January 2017).

10.2 Reporting Officer

The Reporting Officer responsible for assessing and preparing the consultant performance reports shall be a senior professional officer of the project team. The Countersigning Officer shall be the Director's Representative as defined in the Agreement.

10.3 Frequency of Reports

- 10.3.1 Interim reporting shall be on a quarterly basis, starting from the commencement to completion of the assignment and reporting should not be discontinued due to any change of Quotation Limit after the approval of the acceptance for the concerned assignment. The reporting date shall be the last day of March, June, September and December.
- 10.3.2 A quarterly report shall also be submitted even if no detailed assessment can be made due to various reasons, such as no work has been carried out by the consultant or the assignment has been suspended during the reporting quarter. The reason for not completing the part on detailed assessment shall be substantiated in Section F of the report.
- 10.3.3 A final report covering the overall performance of the consultant shall be prepared upon the final completion of the assignment.
- 10.3.4 In exceptional circumstances, e.g. upon identifying a major default of the consultant or any serious incident regarding the performance of the consultant in an assignment, the procuring department should submit a special report on the performance of the consultant.

10.4 Report Format and Assessment Criteria

- 10.4.1 The report format and the criteria to be used for assessing performance of a consultant shall be in accordance with the standard report form and guidance notes given in Appendix 22. Whilst it is accepted that the overall assessment is subjective, the Reporting Officer's grading and the Director's Representative's acceptance of the assessment shall reflect the strengths and weaknesses of the different aspects of performance of the consultant.
- 10.4.2 For quarterly reports, all parts of the report, including the detailed assessment of performance, shall be completed.
- 10.4.3 For final reports, only Part I of the report i.e. summary of performance, shall be completed. Hence, no performance score shall be computed.
- 10.4.4 For special reports, all parts of the report, including the detailed assessment of performance, shall be completed.

10.5 Reports to CRC

- 10.5.1 All the consultants' performance reports shall be reviewed and endorsed by the departmental CRC. For consultancies managed by the Architectural Services Department, the quarterly and final reports shall be prepared and endorsed using the departmental Consultants Management Database within **3 working days** after the end of the reporting period.
- 10.5.2 In order to maintain an accurate and reliable Consultants Management Database and monitor the process in finalizing consultancy agreements, the project teams shall advise the Secretary of CRC of any changes in project team members, expected end date, etc for the consultancies before the end of the reporting period so that the agreement records could be properly updated before the preparation of reports.
- 10.5.3 In order to ensure the Past Performance Rating [PPR] of individual consultants could be updated and issued according to the schedule stipulated by DEVB, the reporting officers shall strictly observe the deadline for submission of reports. In case of any late report, justification and substantiation shall be provided by the reporting officer.
- 10.5.4 A separate report shall be completed and submitted for any extension and supplement to an agreement under which the service provided by the consultant is separable and distinguishable from that provided in the original agreement.
- 10.5.5 For term consultancies, a single consolidated report shall be prepared and submitted to cover all the Services executed by the consultant under the same agreement.
- 10.5.6 In order to show the importance of the performance reports, and to ensure that the Chairman of CRC is fully aware of the content of the reports, he shall personally endorse the reports.
- 10.5.7 Each consultant shall be made aware of his assessed performance. To increase transparency on performance reporting, the Director's Representative shall send all parts of the completed performance report to the consultant once the report has been endorsed by the CRC. No advance copy of the performance report shall be sent to the consultant. The standard letters to consultant enclosing the Quarterly Report and the Final Report are at Appendices 22A and 22B respectively.

10.6 Reports to AACSB

All consultants' performance reports shall be endorsed by the departmental CRC and submitted under "Restricted (Contract)" cover to the Chairman, AACSB within 14 days from the end of the reporting period. If the 14th day falls on a Saturday or a public holiday, the latest date for submission shall automatically be extended to the first working day after the 14th day.

10.7 Issue of an Adverse Report

- 10.7.1 The consultant shall be forewarned on his unsatisfactory performance, as far as possible, before the issue of an adverse report. The standard warning letter issued by an officer of at least D2 level to the consultant before issuing an adverse report is at Appendix 22C.
- 10.7.2 If the Director's Representative considers that clarification of certain issues relating to the poor performance of the consultant is necessary, prior to the issue of an adverse report, the DR should interview the consultant at principal level notifying them of the issue of an adverse report and explaining those significant aspects that lead to the issue of the adverse report, discussing any problems encountered and agreeing an action plan for improvement. The DR should also take this opportunity to listen to the consultant's responses on poor performance, complaints or reasons for disputing the assessment, and amend the report if necessary.
- 10.7.3 An adverse report shall be issued if the grading of the overall performance is less than 40 or if any critical aspect of performance in the report is rated with a "Very Poor" grading.
- 10.7.4 It is important that the consultant shall adhere to the staffing proposal made in the technical proposal after the assignment is awarded to him. If it is considered that the performance of a consultant is not satisfactory due to inadequate staffing and manpower input allocated to the assignment, the Director's Representative should request the consultant to submit time-log record of his staff and check this against the original technical proposal. Failure of the consultant to adhere to his staffing proposal thus causing an adverse impact on the performance shall be duly reflected as "Very Poor" in the aspect of "Competency and adequacy of staff" under Part II(B) of the report. This is one of the critical aspects of performance that would render the overall report as adverse.
- 10.7.5 Adverse report shall be reasonably justified with facts and evidence e.g. a summary of the correspondence exchanged and of any discussion that have taken place with the consultant regarding his poor performance, the response received from the consultant after issue of warning letter, etc. It is essential that the Reporting Officer shall state the reason(s) together with evidence for substantiating the issue of an adverse report in Section F of the report. A detailed account on aspects of poor or very poor performance and advice on specific areas where improvements are required should also be provided. The Director's Representative shall provide supplementary comments in Section G of the report for review by CRC.
- 10.7.6 Once an adverse report has been endorsed by the CRC, the CRC shall send a copy of the adverse report under cover of a formal warning letter to the consultant at principal level.
- 10.7.7 A full copy of the adverse report and the warning letter shall be submitted to the Permanent Secretary for Development (Works) PS(W) for his perusal.

- 10.7.8 In addition to issuing a warning letter and an adverse report to the consultant by the CRC, the relevant AD or PD would interview the Consultant at principal level to discuss the problem areas and to draw his attention that continued poor performance on the assignment might result in suspension or removal from the List of Consultants of AACSB. Furthermore, if any regulating action will be taken against the Consultant, the Chairman of CRC may also wish to attend the interview for informing him the details of the regulating actions. (Note: If the Consultant appeals against the adverse report, the interview should be conducted after the decision on the appeal has been finalised and confirmed by the Head of Department and the Consultant has been informed accordingly.)
- 10.7.9 The departmental CRC shall submit a full copy of the adverse report and a summary of any subsequent follow-up actions, e.g. issue of warning letter from the Chairman of CRC, suspension from bidding etc, to AACSB for information.
- 10.7.10 After receiving an adverse report, the consultant should review the aspects of poor performance stated in the report and submit an action plan for agreement with the DR. At the end of the next reporting quarter, the Reporting Officer should review the consultant's performance according to the agreed action plan, and state whether he is satisfied with the consultant's performance in the report.
- 10.7.11 Because of the implications of linking a consultant's performance to his chance of being recommended for a new assignment, it is very important that any adverse report is submitted soon after the end of the reporting period. Director's Representative is required to submit all adverse reports to the Secretary of CRC within **3 working days** of the end of the reporting period.

10.8 Action Where Performance is Unsatisfactory

- 10.8.1 As soon as it becomes apparent to the Reporting Officer that the performance of a consultant is unsatisfactory, he shall ensure that the situation is brought to the attention of the consultant. The procuring department is required to indicate the action taken and the response of the consultant. If no action has been taken, the reason must be stated in the quarterly report.
- 10.8.2 Poor performance on the part of a consultant may indicate a need for closer liaison. If an increased level of liaison as well as pointing out problem areas to the consultant do not result in a satisfactory improvement in performance, then the Reporting Officer shall bring the matter to the attention of the Director's Representative who shall issue a warning letter to the consultant at principal level highlighting the areas of concern and copy the same to the Secretary of CRC. In certain circumstances, it may be appropriate to discuss the report with the consultant at principal level to agree where performance might be improved.

- 10.8.3 A consultant shall be suspended from bidding for a period of minimum three months after receiving two consecutive adverse reports in an assignment. The period of suspension shall be extended to a minimum of twelve months, counting from the first day of the suspension, after receiving the third consecutive adverse report in the same assignment.
- 10.8.4 Technical incompetence is a serious assessment towards a consultant, therefore such assessment must be carefully considered and substantially justified. If a consultant is assessed as technically incompetent in a Performance Report (irrespective of whether it is an Interim Report, a Special Report or a Final Report), the consultant shall be suspended from bidding further consultancies for at least six months in one or more of the categories under the AACSB to be determined by the CRC of the procuring department. The suspension shall only be lifted upon the CRC satisfying that the consultant has become technically competent. This could be done by requiring the consultant to provide necessary evidence of improvement, interviewing the consultant's top management and/or conducting quality audit on the consultant's work as appropriate.
- 10.8.5 The name of a suspended consultant shall not appear in the published List of Consultants of AACSB until such time when the suspension has been uplifted.
- 10.8.6 For the purpose of imposing regulating actions as described in paragraph 10.8.3 above, only quarterly performance reports will be counted, but not the final or special report for the assignment. However, the final or special report may be taken as reference or basis in taking regulating action under special circumstances as described in paragraph 10.8.14 below.
- 10.8.7 The commencement date of suspension shall be determined by the departmental CRC.
- 10.8.8 Normally, regulating actions such as suspension will be confined to the category of consultancies where poor performance is recorded. If under very exceptional circumstances that more than one category has been assigned to an assignment, suspension will be applied to all assigned categories.
- 10.8.9 In case of consultancies being carried out by joint venture, the suspension shall be applied to all individual consultants in the joint venture.
- 10.8.10 For consultancies managed by the Architectural Services Department, the CRC of ArchSD shall make recommendation to the Performance Management Committee [PMC] for taking any regulating actions against poorly performed consultants, including suspension and removal from the List of Consultants of AACSB. Having considered the PMC's recommended regulating action and the appeal from the consultant, if any, the Head of Department shall inform the consultant in writing of a Suspension or Removal Notice. Copies of the Notice shall be submitted to the CRC, AACSB and the Permanent Secretary for Development (Works) PS(W) for information.

- 10.8.11 For consultancies managed by department other than the Architectural Services Department, the respective CRC shall decide and take regulating actions against poorly performed consultants, including suspension and removal from the List of Consultants of AACSB. The Secretary of the respective CRC shall notify the consultant in writing of a Suspension or Removal Notice. A copy of the Notice shall be submitted to the AACSB for information.
- 10.8.12 A consultant who is under suspension from bidding shall not be invited for Expression of Interest or shortlisted for submission of technical and fee proposals for further consultancy assignments until the suspension is uplifted. Bids already submitted by the consultant in response to invitations before the suspension is imposed shall continue to be assessed. However, the Assessment Panel shall carefully consider whether the proposals of such consultant should be further processed. If the Assessment Panel decides not to further process the bid of such a consultant, they should seek endorsement from the AACSB on such decision before continuing with the consultant selection exercise.
- 10.8.13 In deciding whether to uplift the suspension of a consultant from bidding, the CRC, before making recommendation to the PMC, shall consider the latest performance of the consultant in executing the assignment, performance reports for other projects, and any improvement measures carried out by the consultant in respect of his organization, staffing and company operating procedures, and other relevant information. For consultancies managed by department other than the Architectural Services Department, the respective CRC shall decide whether the suspension of a consultant shall be uplifted and inform the AACSB of the final decision.
- 10.8.14 In addition to the regulating action due to poor performance as mentioned in Sections 10.8.3 and 10.8.4 above, other circumstances leading to suspending and removing the consultant under all categories of consultancies shall include:
- (a) serious misconduct or suspected serious misconduct;
 - (b) failure or refusal to implement an accepted offer;
 - (c) court convictions;
 - (d) violation of laws;
 - (e) poor integrity of his employees unless the consultant has taken reasonable measures to prevent or the misconduct is not within the control of the consultant;
 - (f) serious or suspected serious poor performance or other serious causes in any public or private sector project;
 - (g) winding up, bankruptcy or other financial problems; and
 - (h) public interest.

In such circumstances, the approval of AACSB is required prior to taking regulating actions. The procuring department which initiated the taking of any regulating action shall continuously review the circumstances including lifting of the regulating action upon improvement shown by the consultant. The CNPIS allows departments to log major noticeable events about a consultant. Departments should record any major agreement-related incident/event in the system. However, to avoid inconsistency, any major non-performance incident/event which is not specifically related to an agreement should be reported to AACSB for coordinating the record of the incident/event in the CNPIS.

- 10.8.15 Upon identifying a major default of a consultant or any serious incident regarding the performance of a consultant in an assignment, the managing department should submit a special report on the performance of the consultant. Such special report could be submitted between the submission of quarterly Interim Reports or after the submission of Final Report if warranted. The special report will be used as reference in taking regulating action against the consultant or in considering whether to award a consultancy to the consultant in a consultant selection exercise.
- 10.8.16 When imposing a suspension under any cause pertaining to Sections 10.8.14 and 10.8.15, the departmental CRC shall specify the suspension period by making reference to the minimum period stated in DEVB TC(W) No. 3/2016 as appropriate for the approval of AACSB for taking regulating actions and the subsequent uplifting of consultants from suspension.
- 10.8.17 Regulating actions will not be applied to sub-consultants who do not have direct contractual relationship with the department. However, in case of circumstances mentioned in paragraph 10.8.14 above found on any sub-consultants, regulating action of suspending the sub-consultants from bidding for Government agreement should also be considered by the procuring department.
- 10.8.18 The Reporting Officer shall provide reasons in the quarterly performance report for any substantial drop in ratings when compared with the last performance report, and the Director's Representative shall issue adequate warning(s) to the consultant prior to the issuance of the report in order to alert the consultant of their deteriorating performance within a short period of time.
- 10.8.19 To closely monitor a consultant's unsatisfactory performance, additional six-weekly intervening reports between the normal reporting periods may be made by the Reporting Officer under the following circumstances:
 - (a) If the consultant's performance has been on three or more consecutive occasions marginally acceptable in accordance with Clause 5.4 of Appendix 22 of the AACSB Handbook; or
 - (b) After the second consecutive adverse report; or
 - (c) If the six-weekly intervening reports on a consultant have been discontinued and the consultant subsequently receives a further adverse report.

Written notice will be issued to the consultant not less than 7 working days before the next reporting date. Once the reporting has commenced, it will continue until a Not Adverse report is received by the consultant or the performance of the consultant has improved to the satisfaction of the Director's Representative. Six-weekly intervening reports carry the same weight as quarterly reports and should be completed and processed in exactly the same manner. The consultant will also be notified in writing when the intervening reports are no longer required. Written notices issued to the consultant relating to the six-weekly intervening reporting shall be copied to the Secretary of AACSB for record.

10.9 Non-consecutive Adverse Reports

- 10.9.1 Apart from taking regulating actions based on the number of consecutive adverse interim reports received by a consultant, Government may according to Paragraph 22(vi) in Annex I of DEVB TC(W) No. 3/2016 take regulating actions against consultants for serious or suspected serious poor performance or other serious causes in any public or private sector project.
- 10.9.2 The CRC of ArchSD will review all performance reports of consultants in the quarterly CRC meetings and identify any serious poor performance as revealed from non-consecutive adverse reports.
- 10.9.3 The Secretary of CRC of ArchSD will take a coordination role for initiating regulating actions, including suspension of the consultant from bidding all categories of consultancies under AACSB, in case non-consecutive adverse reports have been issued to the same consultant under the following circumstances:
 - (a) The consultant has received non-consecutive adverse reports in the same consultancy agreement; or
 - (b) The consultant has received non-consecutive adverse reports in different consultancy agreements under the same procuring department within the same reporting period; or
 - (c) The consultant has received non-consecutive adverse reports in consultancy agreements under different procuring departments within the same reporting period.

AND

 - (d) The adverse reports have caused the Director's Representative to have reasonable doubt as to the capability of the consultant concerned.
- 10.9.4 If a consultant has received consecutive adverse reports in a consultancy agreement and subsequently receives a further adverse report under the same consultancy agreement, the CRC may consider taking regulating action against this consultant.

- 10.9.5 A period of minimum 3 months of suspension from bidding shall be imposed against the consultant if he has received non-consecutive adverse reports and CRC considers regulating action should be taken.
- 10.9.6 If CRC considers a further 3 months of suspension is to be imposed against a consultant when the consultant is being suspended due to poor performance, the additional 3 months should start from the last day of the current suspension period.
- 10.9.7 When reviewing the adverse reports, only quarterly performance reports, six-weekly reports and other previous special reports will be counted, but not the final report of the consultancy agreement.
- 10.9.8 Approval from AACSB should be sought prior to taking regulating actions.
- 10.9.9 CRC should consider the latest performance of the consultant in executing the consultancy agreement concerned, performance of the consultant in other projects, any improvement measures carried out by the consultant, and other relevant information before recommendation is initiated for the approval of AACSB in respect of uplifting of consultants under suspension due to non-consecutive adverse reports.

10.10 Final Report on Completion of Agreement

- 10.10.1 The project team shall, on completion of the assignment, submit a final report of the consultant's performance to the AACSB via the departmental CRC. A copy of the final report form and comprehensive guidance notes on how to complete it are contained at Appendix 22.
- 10.10.2 Whilst the final report of the consultant's performance shall be completed as soon as the assignment is completed, the procuring department shall review all relevant aspects of the consultant's performance and issue the final report only after they are satisfied that all the aspects have been accurately addressed.
- 10.10.3 If there is sufficient evidence to show, after the final report or the quarterly report on the consultant's performance has been issued, that the report has not truly reflected the consultant's performance, then the procuring department shall review critically the consultant's actual performance taking into account all available evidence. As soon as the review is completed, the departmental CRC shall submit a supplementary report on the consultant's performance for AACSB's consideration and inclusion in the AACSB record as appropriate.
- 10.10.4 In addition to the submission of a final report of the consultant's performance upon the completion of the assignment, if a consultant receives two or more adverse reports in the same appointment, the Director's Representative should carry out an overall review and submit to the CRC for deciding whether or not a recommendation for further regulating action including removal of the consultant from the List should be made to the AACSB. The standard template of overall review on consultant's performance is set out at Appendix 45 for reference.

10.11 Appeal Mechanism

- 10.11.1 A consultant who does not agree with the performance assessment made on him and/or the regulating actions may appeal in writing with substantiations and supporting evidence to the Head of the procuring department within 14 days from the date when the copy of the performance report and/or the warning letter is sent to the consultant. Late submissions will not be considered.
- 10.11.2 For ArchSD consultancies, in addition to the written appeal the Consultant may request for a meeting with the relevant PD or AD in order to represent his appeal. The relevant AD or PD should, upon the receipt of the appeal and after hearing the Consultant's representation (if any), **personally** review the appeal and recommend whether the original assessment or decision shall stand or be amended. Assistance from the project team may be required for analyzing the appeal and collection of further information if necessary.
- 10.11.3 If it is recommended by the AD or PD that the original assessment or decision on regulating action shall stand, the recommendation on the appeal would then be circulated for review and endorsement by the PMC which is chaired by DDArchS. However, if the AD or PD has recommended that the original assessment or decision shall be revised, such recommendation shall be reviewed and endorsed firstly by the CRC and secondly by the PMC.
- 10.11.4 The Head of Department would consider the resolution of the PMC and make the final decision on the appeal case within one month if practicable. The original performance assessment or regulating actions shall only be revised when the Head of Department is satisfied that the appeal is sustained. A copy of the revised performance report shall be forwarded to the Secretary of AACSB for record purpose.
- 10.11.5 Upon the decision on the appeal has been finalized and confirmed, the Head of Department would inform the Consultant in writing about the final result of the appeal.
- 10.11.6 Decision on uplifting shall be made by the departmental CRC. For consultancies managed by the Architectural Services Department, the CRC shall make recommendation for uplifting to the PMC.
- 10.11.7 Information and decisions that are related to the consultant's appeal shall be recorded in the CNPIS.

11.0 FINALISING THE AGREEMENT

11.1 General

The Agreement shall be concluded as soon as the Assignment is completed or no longer required. The Consultant is to be informed and the Agreement will be finalised.

11.2 Summary of Actions to be Taken

The following actions shall be taken

- (a) confirm that the Assignment is complete or otherwise notify the Consultant of outstanding services;
- (b) obtain and agree the Consultant's final fee account;
- (c) issue the Letter of Completion of Agreement, shown at Appendix 23, and
- (d) prepare and submit both a Quarterly Report and a Final Report on the Assignment.

11.3 Finalising the Agreement

11.3.1 The Director's Representative shall ensure that the Consultant has properly completed all duties including endorsing and submitting as-built drawings and maintenance manuals, submitting design calculations, verification certificates and/or final accounts and preserving project records.

11.3.2 If an Assignment is to be completed in stages each stage shall be treated, where possible, as if it were a separate agreement. When the Agreement or each stage is completed the Consultant shall be informed.

11.3.3 The Director's Representative shall on completion of the Agreement submit both a quarterly report and a final report on the Assignment to the AACSB.

11.3.4 A final report shall be submitted if the Assignment is terminated.

11.3.5 The final report shall summarise the Consultant's overall performance.

11.4 Document Storage and Disposal (ETWB TC(W) No. 30/2004 has been subsumed under relevant sections of this Section 11.4 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.)

11.4.1 General

For a period of 12 years commencing from the date of substantial completion of a Works Contract in which the Consultant is acting as the Supervising Officer and/or the Supervising Officer's Representative or some other date as notified in writing by the Director's Representative to the Consultant, the Consultant shall retain and store all records, measurement books, accounts and other information in respect of the Works Contract.

The Consultant shall give assistance to authorised public officers for the purposes of audit inspection to inspect such records, measurement books, accounts, and other information whatsoever and shall answer queries or supply information reasonably requested by such officers in pursuance of such audit inspection.

Pursuant to Clause No. 17 of the Special Conditions of Employment at **Appendix 29**, the Consultant shall before the date of substantial completion submit a storage and retrieval proposal according to Technical Reference No. 11 in Appendix 36 to the Director's Representative for approval.

For documents relating to the consultancy agreement e.g. selection, appointment, and payment of fees etc. these shall be retained for a period of 12 years from the date of the finalization notice and be held by the Branch of the procuring department responsible for the management of that consultancy.

11.4.2 Storage and Retrieval Proposal

The storage and retrieval proposal shall be prepared on the basis of the following matters and principles:

11.4.2.1 Documents generally

- (a) The proposal shall include the intended list of documents to be retained.
- (b) The volume of documents shall generally be kept to a minimum.
- (c) Duplicate copies of documents and copies of documents that have been passed to the maintenance agencies and/or user departments may generally be destroyed.
- (d) The documents to be retained shall depend on the type and nature of the individual project.
- (e) The proposal shall state the location of the intended storage facilities.
- (f) The proposal shall state the intended environmental conditions in which the documents are to be stored.
- (g) The storage system shall allow for easy retrieval of documents in case of need.
- (h) The proposal shall state the intended method of retrieval including the approximate time it will take to retrieve documents.

11.4.2.2 Storage of electronic copies of original documents

- (a) In view of the benefits of electronic storage, the Consultant is encouraged to propose the conversion of original documents to electronic copies and for the destruction of original documents.
- (b) Generally approval for destruction of original documents will only be given after the completion of final account of the particular works contract.
- (c) Where there are pending claims or disputes relating to a works contract, original documents should be retained until the outstanding claims or disputes are resolved.
- (d) For works contracts where there are no known or anticipated unresolved claims or disputes, original copies generally may be destroyed after electronic copies have been prepared and retained.
- (e) The original copies of all contract documents, supplemental agreements, warranties, bonds, insurance policies and contract drawings shall be retained as original documents.
- (f) Scanning should be done carefully and meticulously and thoroughly indexed for subsequent retrieval and inspection.

- (g) To ensure the evidential value of electronic copies, detailed records will be required vouching for the integrity of the electronic scanning and storage process including that:
 - (1) The documents scanned are properly identified.
 - (2) The date of scanning is recorded.
 - (3) The identity of the person responsible for scanning is recorded.
 - (4) The type of machine used for scanning is recorded.
 - (5) It is recorded that the original documents have been destroyed.
 - (6) Any affidavit required by the Evidence Ordinance or other ordinances is properly prepared and executed.
 - (7) The scanning effectively copies the documents including all handwritten annotations etc.
 - (8) Where the scanning is performed by a commercial provider that proper confidentiality undertakings are obtained.
- (h) The documents shall be saved in CD or DVD discs and kept in a protective pocket. The CD or DVD discs shall be checked to be free from any contamination by computer virus. The discs shall be clearly labelled on the surfaces and the protective cases with the date of production, agreement number and title, and names of the procuring department and the Consultant. The spines of the cases shall be marked with the agreement number.
- (i) Documents shall be scanned and saved in Encapsulated PostScript Files (EPSF), Tag Image File Format (TIFF), Graphic Interchange File Format (GIF), Joint Photographic Experts Group (JPEG), or Acrobat format.
- (j) As the documents to be scanned are as-built records, only write once read many CD and DVD recordable discs shall be used.
- (k) Since CD and DVD discs have a definite life expectancy, the discs should be checked and backed up at intervals of not exceeding three years. The original set of media should always be used as the source for the back up unless they have become unreadable. High quality CD or DVD discs should be used to improve durability.
- (l) In addition to the discs kept by the Consultant, a duplicate set of all the discs shall be provided to the Employer.

11.4.2.3 Particular Requirements of the Director's Representative

In addition the Consultant shall be subject to any particular requirements of the Director's Representatives with respect to the storage and retrieval of any particular documents in any works contract.

11.4.3 Document Storage and Disposal for Architectural Services Department

For project related documents generated or retained within Arch SD, storage and disposal of these documents shall be in accordance with Part 2.5 of the Core Manual of ArchSD - Document Management.

For project related documents generated or retained by the consultant, storage and disposal of these documents shall be the responsibility of the consultant concerned. Storage periods shall be in accordance with Part 2.5 of the Core Manual of ArchSD - Document Management.

11.4.4 Finalization of Consultant's Fee and Reporting Procedures

The continued obligations of the Consultant regarding document storage and retrieval should not prevent:

- (a) the payment of the Consultant's fee under the consultancy agreement, nor
- (b) the issuing of the Final Report on the Consultant's performance.

11.4.5 Application to Existing Consultancy Agreements

Whilst Special Conditions of Employment SCE17 does not apply to consultants engaged under existing consultancy agreements awarded before 21 September 2004, those consultants may nevertheless be invited to submit proposals for the implementation of storage and retrieval of documents. Such an invitation should be in writing and should state that the Consultant is not entitled to claim or receive any fee or other payment either for preparing such proposal or implementing such proposal if accepted.

*[Refer to Technical Reference No. 11 at **Appendix 36** for background information.]*

11.5 Post-Completion Review on Major Consultancy Agreement (ETWB TC(W) No. 26/2003 has been subsumed under relevant sections of this Section 11.5 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.)

11.5.2 To achieve value for money in the procurement of services for construction and engineering works and consultancy services, the delivery of the product should be to the specified quality and standards. Moreover, the functional and user requirements should be met in a cost-effective and efficient manner. It is considered that a post-completion review which serves the following key purposes is a useful project management tool:

- (a) to measure the success or otherwise of a project in achieving its planned objectives on time, within budget and at the specified quality level;
- (b) to bring up the lessons learned, both good and bad, so that, where appropriate, these can be used to benefit future projects; and
- (c) to provide an opportunity to review the overall effectiveness of the procurement strategy and procedures in place in the light of project performance, so as to identify any necessary improvement areas.

11.5.3 The Construction Industry Review Committee was also of the view that such a review and experience sharing process would be conducive to continuous improvement in the performance of all parties involved and the development of long-term partnership, thus recommended in their Report of January 2001 the implementation of a post-completion review by Government.

11.5.4 A post-completion review shall be conducted upon the substantial completion of a major consultancy agreement. As a broad guideline, it is considered that post-completion review is generally not warranted for consultancy agreement of a project which has a total cost less than \$500 million or of a project which does not involve complicated technical and management issues. Some suggested indicators of the involvement of complicated issues are provided in **Appendix 38**. Based on the above guidelines, procuring departments could select consultancy agreements to be reviewed at their discretion.

11.5.5 Upon the completion of a post-completion review, the procuring department shall prepare a report documenting all concerned issues, findings, conclusions and recommendations for future reference by the procuring department. If the findings of a review are considered useful to other departments/bureau, the procuring department may circulate the findings to other departments/bureau for experience sharing purpose. Furthermore, if input has been offered or provided by any consultant or other service provider in the review, the report should also be copied to such service provider. Nevertheless, the report copied to a service provider may need to have the information or details of or on the other service providers blocked out.

11.5.5 Guidelines and Procedures of the Review

- (a) It is desirable that input from major project participants, including the service providers such as Consultant, could be included in the review. Nevertheless, the participation of the service providers or any relevant party in the review is to be on a voluntary and good faith basis. More than one discussion session with the presence of different service providers may be conducted, if necessary. However, as consultancy assignments for feasibility studies or investigation may be completed long before the commencement of the works contract, procuring departments shall consider if separate reviews for such feasibility study/investigation assignments are required taking into account the benefits of such reviews against the resources required.
- (b) The emphasis and objective of the review are to gain maximum benefit from the experience accrued, rather than to apportion blame, i.e. it is not intended to be an auditing exercise. Any observed shortfall in the procurement, contract management and practices, and monitoring of the performance of the Consultant should however be critically reviewed and rectified to avoid repetition of the same mistakes in the future.
- (c) Guidance notes for the conducting of a post-completion review and the suggested issues to be examined in the review are given in Appendix 38. Nonetheless, procuring departments should determine the scope and details of the review to suit individual project.

*[Refer to Technical Reference No. 14 at **Appendix 36** for background information.]*

11.6 **Recovery of outstanding amounts due to Government**

In the event of any outstanding amounts due to the Government by the Consultant upon finalising an agreement, the Director's Representative should follow the procedures for prompt recovery of such amounts owed according to ArchSD Accounting Circular No. 1/2011 – Revenue Collection and Recovery of Arrears of Revenue.

For setting off money due to the Government from the defaulting Consultant, the project team should refer to SCE 10 of the Special Conditions of Employment Clause and Section 5.18 “Administrative Procedure in Applying the Special Condition of Employment Clause on Setting Off Money due to the Government from Defaulting Consultants” of the AACSB Handbook.

12.0 SUB-CONSULTANTS' PERFORMANCE

12.1 Administration procedures on the Sub-consultants' Performance Reporting System

12.1.1 Application

Regular reporting on sub-consultants' performance is required for all consultants on the List who are acting as sub-consultants for AACSB consultancies managed by ArchSD. For those sub-consultancy services that are not stipulated in the invitation documents or instructed by the Director's Representative, the reporting on performance of such sub-consultants is not required.

12.1.2 General

The Director's Representative [DR] shall designate the DR's Delegate to closely monitor the performance of respective sub-consultants. The DR's Delegate shall assist the Reporting Officer in preparing and submitting sub-consultants' performance reports if the DR's Delegate is not the Reporting Officer. It is essential that the Reporting Officer should liaise closely with the lead consultant as well as the DR in monitoring, assessing, and reporting the performance of individual sub-consultants.

12.1.3 Performance Report Form

The report form for sub-consultants' performance and the Guidance Notes for Completion of Sub-consultants' Performance Reports at **Appendix 32** are prepared based on a simplified version of the consultants' performance report form and guidance notes for completion of consultants' performance reports promulgated under Annex I of DEVB TC(W) No. 3/2016 so that it would be simple to implement and easy to manage. In particular, Part B of the Report, i.e. General Assessment, has been deleted as it is considered that the aspect of performance in this part could not be fairly and accurately assessed without intervening or involving in the commercial operations of the lead and sub-consultants.

12.1.4 Reporting Officer and Counter-signing Officer

The Reporting Officer should be at senior professional rank or above. The Counter-signing Officer should be the DR.

12.1.5 Submission Time Frame

- (a) The quarterly reports should be submitted from start to completion of the lead consultancy agreement. The reporting date shall be the last day of March, June, September and December.
- (b) A quarterly report shall also be submitted even if no detailed assessment can be made due to various reasons, such as no work has been carried out by the sub-consultant or the assignment has been suspended during the reporting quarter. The reason for not completing the part on detailed assessment shall be substantiated in Section D of the report.
- (c) A final report covering the overall performance of the sub-consultant shall be submitted when the final account of the lead consultancy has been settled.
- (d) In exceptional circumstances, e.g. upon identifying a major default of the sub-consultant or any serious incident regarding the performance of the sub-consultant in an assignment, a special report on the performance of the sub-consultant shall be submitted.

12.1.6 Preparation, Submission, Endorsement and Circulation of reports

- (a) On the reporting day, the Reporting Officer shall prepare the report for counter-signing by the DR. All the sub-consultants' performance reports shall be reviewed and endorsed by the CRC. The quarterly and final reports shall be prepared and endorsed using the departmental Consultants Management Database within **3 working days** after the end of the reporting period.
- (b) In order to enhance transparency and to ensure prompt remedial action could be taken by the respective sub-consultants and lead consultant (if appropriate) in case of poor performance, once the CRC has reviewed and endorsed the sub-consultants' performance reports, the DR shall send a copy of the endorsed report to the lead consultant for information and the relevant sub-consultant. In case of an 'Adverse' report, a copy shall also be sent to both the Permanent Secretary for Development (Works) (PSW) and the lead consultant for information.
- (c) Where the report is subsequently amended, all parties concerned shall be notified accordingly.

12.1.7 Appeal Mechanism

- (a) A sub-consultant who does not agree with the performance assessment made on him and/or the proposed regulating actions may appeal in writing with substantiations and supporting evidence to the Head of Department with copy to the lead consultant within 14 days from the date when the copy of the performance report and/or warning letter is sent to the sub-consultant. Late submissions will not be considered. In addition to the written appeal, the sub-consultant may request for a meeting with the relevant PD or AD in order to represent his appeal. The lead consultant may be invited to attend the meeting if it is considered necessary by the relevant PD or AD.
- (b) The relevant AD or PD should, upon the receipt of the appeal, and after hearing the Consultant's representation (if any), personally review the appeal and recommend whether the original assessment or decision shall stand or be amended. Clarification from the lead consultant or assistance from the project team may be required for analyzing the appeal and collection of further information if necessary.
- (c) If it is considered by the AD or PD that the original assessment or decision shall stand, it would then be circulated for review and endorsement by the Performance Management Committee (PMC) which is chaired by DDArchS. However, if it is recommended by the AD or PD that the original assessment or decision shall be revised, such recommendation would then be circulated for review and endorsement firstly by the CRC and secondly by PMC.
- (d) The Head of Department would consider the resolution of the PMC and make the final decision on the appeal case within one month if practicable. The original performance assessment and/or the proposed regulating actions shall only be revised when the Head of Department is satisfied that the appeal is sustained. The departmental CRC shall submit a copy of the revised performance report to the AACSB for record.
- (e) Upon the decision on the appeal has been finalized and confirmed, the Head of Department would inform them of the final decision of the appeal in writing and issue the suspension or removal notice if applicable.

12.1.8 Issue of an Adverse Report

- (a) The issue of an adverse report indicates that the sub-consultant has performed unsatisfactorily during the reporting period. An adverse report shall be issued if the overall performance in the report have been rated as “Unacceptable” under the following circumstances:
 - (i) if any one of the “Critical Assessment Item” has been rated as “Unacceptable” or
 - (ii) if it is considered by the DR that the unsatisfactory performance of a particular aspect of performance has critically affected the overall performance of the sub-consultant, in which case detailed justification should be provided .
- (b) Technical incompetence is a serious assessment towards a sub-consultant. Therefore, such assessment must be carefully considered and substantially justified. If the performance report of a sub-consultant is rated as “adverse” and is also assessed as technically incompetent in a Performance Report (irrespective of whether it is a Quarterly Report, a Special Report or a Final Report), the sub-consultant shall be suspended from bidding further consultancies as both lead and sub-consultants for at least six months in one or more of the categories under the AACSB to be determined by the CRC. The suspension shall only be lifted upon the CRC satisfying that the sub-consultant has become technically competent. This could be done by requiring the sub-consultant to provide necessary evidence of improvement, interviewing the sub-consultant’s top management and/or conducting quality audit on the sub-consultant’s work as appropriate.
- (c) Adequate forewarning in writing by DR highlighting the areas of concern should be given to the lead consultant and the sub-consultant as far as possible before an adverse report is issued to a sub-consultant.
- (d) If the DR considers that clarification of certain issues relating to the poor performance of the sub-consultant is necessary, prior to the issue of an adverse report, the DR should interview both the lead and the relevant sub-consultant at principal level notifying them of the issue of an adverse report, explaining those significant aspects that lead to the issue of the adverse report, discussing any problems encountered and agreeing an action plan for improvement. The DR should also take this opportunity to listen the lead or sub-consultant’s response on poor performance, complaints or reasons for disputing the assessment, and amend the report if necessary.

- (e) An adverse report shall be reasonably justified with facts and evidence e.g. a summary of the correspondence exchanged and of any discussion that have taken place with the lead or sub-consultant regarding the poor performance, the response received from the lead or sub-consultant after issue of warning letter, etc. It is essential that the Reporting Officer shall state the reason(s) together with evidence for substantiating the issue of an adverse report in Section D of the report. The DR shall provide supplementary comments in Section E of the sub-consultant's report for review by CRC.
- (f) Once an adverse report has been endorsed by the CRC, the Chairman of CRC shall send a copy of the endorsed report to the respective sub-consultant. A copy of the report shall also be sent to both the Permanent Secretary for Development (Works) (PSW) and the lead consultant for information. If there are any regulatory actions that have been taken consequently, the PSW and the lead consultant shall also be informed.
- (g) The Chairman of CRC (or an officer of at least D2 level) shall issue a formal warning letter to the sub-consultant at principal level so that their senior personnel could be promptly alerted, and the relevant AD or PD would interview the sub-consultant at principal level to discuss the problem areas. In both instances, the sub-consultant shall be made aware that continued poor performance on the assignment might result in suspension or removal from the List of Consultants of AACSB. The interview shall be attended by the DR, the Reporting Officer and the lead consultant if necessary. A record of the interview shall be sent to the sub-consultant and copied to the DR and the lead consultant. Furthermore, if any regulating action will be taken against the sub-consultant, the Chairman of CRC may also wish to attend the interview for informing him the details of the regulating actions. (Note: If the sub-consultant appeals against the adverse report, the interview should be conducted after the decision on the appeal has been finalised and confirmed by the Head of Department and the sub-consultant has been informed accordingly.)
- (h) If an adverse report is issued to a sub-consultant due to poor performance, an adverse report on similar ground shall also be issued to the lead consultant unless the Reporting Officer is satisfied that the lead consultant has taken all reasonable measures and actions promptly to avoid, alleviate or resolve the problem, and the poor performance of the sub-consultant is beyond the control of the lead consultant. Details of the considerations shall be clearly documented by the Reporting Officer.

12.2 Management of Sub-Consultants Who Have Performed Unsatisfactorily

- 12.2.1 The CRC shall recommend to the PMC for the suspension of the sub-consultant from bidding for public building project consultancies as both a lead-consultant and a sub-consultant. Generally, the period of suspension is three months for sub-consultant receiving two consecutive adverse reports in the same assignment. The period of suspension shall be extended to a minimum of twelve months, counting from the first day of the suspension, after receiving three consecutive adverse reports in the same assignment. In the event that a sub-consultant has performed unsatisfactorily in several assignments within the same reporting period, the CRC may consider suspending the sub-consultant with immediate effect.
- 12.2.2 For the purpose of applying regulating actions as described in paragraph 12.2.1 above, only quarterly performance reports will be counted, but not the final and special reports for the assignment. However, the final or special report may be taken as reference or basis in taking regulating action under special circumstances as described in paragraph 12.2.8 below.
- 12.2.3 The commencement date of suspension shall be determined by the CRC, and the sub-consultant shall be notified in writing.
- 12.2.4 Normally, regulating actions such as suspension will be confined to the category of consultancies where poor performance is recorded.
- 12.2.5 When considered appropriate, the CRC shall recommend to the PMC for imposing stronger regulating actions against the sub-consultant, such as suspension of longer duration, removal from the List, etc.
- 12.2.6 As far as listing is concerned, the general rule is that if a sub-consultant is under any regulating action e.g. suspension from bidding because of poor performance, such action is applicable to the bidding of both lead and sub-consultancy agreements.
- 12.2.7 In deciding whether to uplift the suspension of a sub-consultant from bidding, the CRC should make recommendation to the PMC, taking into account the latest performance of the sub-consultant in executing the assignment, performance reports for other projects, and any improvement measures carried out by the sub-consultant in respect of his organization, staffing and company operating procedures, and other relevant information.

12.2.8 In addition to the regulating action due to poor performance as mentioned in paragraph 12.2.1 above, other circumstances leading to suspending and removing the sub-consultant under all categories of consultancies shall include:

- (a) serious misconduct or suspected serious misconduct;
- (b) court convictions;
- (c) violation of laws;
- (d) poor integrity of his employees unless the misconduct is not within the control of the sub-consultant;
- (e) serious or suspected serious poor performance or other serious causes in any public or private sector projects;
- (f) winding up, bankruptcy or other financial problems; and
- (g) public interest.

In such circumstances, the CRC shall make recommendation to the PMC for the approval of AACSB for taking regulating actions.

12.2.9 When imposing a suspension under any cause pertaining to Sections 12.1.5(d) and 12.2.8, the departmental CRC shall specify the suspension period by making reference to the minimum period stated in DEVB TC(W) No. 3/2016 as appropriate for the approval of AACSB for taking regulating actions and the subsequent uplifting of sub-consultants from suspension.

12.2.10 Apart from taking regulating actions based on the number of consecutive adverse interim reports received by a sub-consultant, Government may according to Paragraph 22(vi) in Annex I of DEVB TC(W) No. 3/2016 take regulating actions against consultants for serious or suspected serious poor performance or other serious causes in any public or private sector project.

12.2.11 The CRC of ArchSD will review all performance reports of sub-consultants in the quarterly CRC meetings and identify any serious poor performance as revealed from non-consecutive adverse reports. (Note: Only quarterly performance reports, six-weekly reports and other previous special reports will be counted, but not the final report of the sub-consultant.)

12.2.12 The Secretary of CRC of ArchSD will take a coordination role for initiating, and seeking prior approval from PMC and AACSB for taking regulating actions, including suspension of the sub-consultant from bidding all categories of lead and sub-consultancies under AACSB, in case non-consecutive adverse reports have been issued to the same sub-consultant under the following circumstances:

- (a) The sub-consultant has received non-consecutive adverse reports in the same sub-consultancy agreement under the ArchSD; or
- (b) The sub-consultant has received non-consecutive adverse reports in different sub-consultancy agreements under the ArchSD within the same reporting period;
- (c) The sub-consultant has received non-consecutive adverse reports in sub-consultancy agreements under different procuring departments within the same reporting period;

AND

- (d) The adverse reports have caused the Director's Representative to have reasonable doubt as to the capability of the sub-consultant concerned.

12.2.13 If a sub-consultant has received consecutive adverse reports in a sub-consultancy agreement and subsequently receives a further adverse report under the same sub-consultancy agreement, the CRC may consider taking regulating action against this sub-consultant.

12.2.14 A period of minimum 3 months of suspension from bidding shall be imposed against the sub-consultant if he has received non-consecutive adverse reports and CRC considers regulating action should be taken.

12.2.15 If CRC considers a further 3 months of suspension is to be imposed against a sub-consultant when the sub-consultant is being suspended due to poor performance, the additional 3 months should start from the last day of the current suspension period.

12.2.16 To closely monitor a sub-consultant's unsatisfactory performance, additional six-weekly intervening reports between the normal reporting periods may be made by the Reporting Officer under the following circumstances:

- (a) After the second consecutive adverse report; or
- (b) If the six-weekly intervening reports on a sub-consultant have been discontinued and the sub-consultant subsequently receives a further adverse report.

Written notice will be issued to the sub-consultant not less than 7 working days before the next reporting date. Once the reporting has commenced, it will continue until a Not Adverse report is received by the sub-consultant or the performance of the sub-consultant has improved to the satisfaction of the Director's Representative. Six-weekly intervening reports carry the same weight as quarterly reports and should be completed and processed in exactly the same manner. The sub-consultant will also be notified in writing when the intervening reports are no longer required. Written notices issued to the sub-consultant relating to the six-weekly intervening reporting shall be copied to both the Secretary of AACSB and the lead consultant for record.

12.3 Confidentiality of the Sub-consultants' Performance Reports

12.3.1 All the reports on sub-consultants' performance should be treated with strict confidence by the project team as well as the lead consultant concerned. The circulation of sub-consultants' performance reports and correspondence relating to reports shall be classified as Restricted (Administration).

12.3.2 (a) Upon the completion of the quarterly performance reporting process for sub-consultants, a "Summary of Sub-consultant's Performance Reports" signed by TS/1 of ArchSD would be issued to each sub-consultant firm within one month after the end of the reporting period.

(b) During the process of inviting EOIs or Technical & Fee proposals, the lead consultant may request the respective sub-consultant to submit such summary report as part of the sub-consultant's submissions.

(ETWB TC(W) No. 25/2003 has been subsumed under this Appendix which should only be updated by Works Branch of Development Bureau.)

**MINIMUM ENTRY CRITERIA FOR CONSULTANTS LISTS
ARCHITECTURAL CONSULTANTS**

STAFF (Including Principals)	
Members :	<p>Band 1 - Minimum of 10 qualified architects at least 3 of whom must be Authorised Persons (List of Architects).</p> <p>Band 2 - Minimum of 2 qualified architects who must also be Authorised Persons (List of Architects).</p> <p>At least one of the resident principals¹ of the firm is a qualified architect. A consultant to a firm is not counted as staff. Only full time employees² are counted as staff of a consultant.</p>
Qualifications :	Qualified architect means Member or Fellow of the Hong Kong Institute of Architects or a Registered Architect (Hong Kong) or an Authorised Person (List of Architects).
Resident Status :	To count as staff, individuals must be resident Hong Kong ID Card holders or work visa holders and the practice must constitute their principal source of employment.
HISTORY	
Time Established :	<p>Band 1 - The firm must have practiced in the relevant profession in Hong Kong for a minimum of 5 continuous years.</p> <p>Band 2 - The firm must have practiced in the relevant profession in Hong Kong for a minimum of 2 continuous years.</p>
OFFICE	
Size/Equipment :	Local Hong Kong office of reasonable size, suitably furnished and adequately equipped with appropriate modern drafting and computing facilities.
No. of Supporting Staff :	Employing a reasonable number of technical and clerical supporting staff locally.
STANDARD OF WORK	
Standards (Quality/Cost) and Nature of work carried out :	Demonstration of satisfactory standard of work on at least one completed local building project according to the Guidance Notes for Classification of Building Types for ArchSD Projects (at Appendix 13) Group II Type or above with total building cost over \$100M, covering mainly new works construction, within the past 5 years. Building renovation projects or interior design projects are not counted.
ISO 9000 CERTIFICATION	
	The firm must have obtained the ISO 9001:2015 certification as detailed in the current Development Bureau Technical Circular or equivalent.

¹ Resident principals mean principal staff that have the power to deploy manpower and financial resources.

² Full time employees mean employee with total number of working hours (including vacation and sick leaves) with the Consultant on average is 35 hours or more per week.

MINIMUM ENTRY CRITERIA FOR CONSULTANTS LISTS
BUILDING SERVICES CONSULTANTS

STAFF (Including Principals)

Members :	<p>Band 1 - Minimum of 10 qualified engineers including principal(s).</p> <p>Band 2 - Minimum of 2 qualified engineers including principal(s).</p> <p>At least one of the resident principals¹ of the firm must be a qualified engineer. A consultant to a firm is not counted as staff. Only full time employees² are counted as staff of a consultant.</p>
Qualifications :	<p>Qualified engineer means a person who satisfies the following requirements :</p> <ol style="list-style-type: none"> having either one of the following qualifications : <ul style="list-style-type: none"> corporate member of the Hong Kong Institution of Engineers (Electrical, Mechanical or Building Services discipline) elected after 5 December 1975 or equivalent, or Registered Professional Engineer (Electrical, Mechanical or Building Services discipline); having relevant post corporate membership (of a professional institution) experience in at least two of the following : Air-conditioning, Electrical, Fire Services and Lift Installations.
Resident Status :	To count as staff, individuals must be resident Hong Kong ID Card holders or works visa holders and the practice must constitute their principal source of employment.

HISTORY

Time Established :	<p>Band 1 - The firm must have practiced in the relevant profession in Hong Kong for a minimum of 5 continuous years.</p> <p>Band 2 - The firm must have practiced in the relevant profession in Hong Kong for a minimum of 2 continuous years.</p>
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OFFICE

Size/Equipment :	Local Hong Kong office of reasonable size, suitably furnished and adequately equipped with appropriate modern drafting and computing facilities.
No. of Supporting Staff :	Employing a reasonable number of technical and clerical supporting staff locally.

STANDARD OF WORK

Standards (Quality/Cost) and Nature of work carried out :	Demonstration of satisfactory standard of work on at least two completed local building projects, covering the full scope of building services, within the past 5 years. The total building cost of one of the projects must be over HK\$100M. It would be necessary for the firm to provide necessary facilities for detailed inspection, to be undertaken by way of presentation drawings, assisted access to buildings, client and/or building contractors references etc.
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ISO 9000 CERTIFICATION

The firm must have obtained the ISO 9001:2015 certification as detailed in the current Development Bureau Technical Circular or equivalent.

¹ Resident principals mean principal staff that have the power to deploy manpower and financial resources.

² Full time employees mean employee with total number of working hours (including vacation and sick leaves) with the Consultant on average is 35 hours or more per week.

MINIMUM ENTRY CRITERIA FOR CONSULTANTS LISTS
STRUCTURAL ENGINEERING CONSULTANTS

STAFF (Including Principals)

Members :	<p>Band 1 - Minimum of 10 qualified engineers, at least 2 of whom must be a Registered Structural Engineer.</p> <p>Band 2 - Minimum of 2 qualified engineers who must also be a Registered Structural Engineer.</p> <p>At least one of the resident principals¹ of the firm must be a qualified engineer. A consultant to a firm is not counted as staff. Only full time employees² are counted as staff of a consultant.</p>
Qualifications :	Qualified engineer means corporate member of a professional institution recognised for corporate membership of the Hong Kong Institution of Engineers (Civil or Structural Engineering discipline) elected after 5 December 1975. For holders of qualifications in the field of civil engineering, appropriate experience in structural engineering design and practice on building projects, including schematic design, analysis and design of multi-storey structures, pile foundation design, construction supervision, etc., is required.
Resident Status :	To count as staff, individuals must be resident Hong Kong ID Card holders or work visa holders and the practice must constitute their principal source of employment.

HISTORY

Time Established :	<p>Band 1 - The firm must have practiced in the relevant profession in Hong Kong for a minimum of 5 continuous years.</p> <p>Band 2 - The firm must have practiced in the relevant profession in Hong Kong for a minimum of 2 continuous years.</p>
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OFFICE

Size/Equipment :	Local Hong Kong office of reasonable size, suitably furnished and adequately equipped with appropriate modern drafting and computing facilities.
No. of Supporting Staff :	Employing a reasonable number of technical and clerical supporting staff locally.

STANDARD OF WORK

Standards (Quality/Cost) and Nature of work carried out :	<p>Projects shall be similar in scale and complexity with Arch SD projects.</p> <p>The applicant should demonstrate satisfactory standard of work on at least two completed local building projects, covering the full range of structural engineering services on projects including but not limited to schematic design, analysis and design of multi-storey structures, pile foundation design, tender documentation, construction supervision and contract administration, within the past 5 years. The total building cost of one of the projects must be over \$100M.</p>
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ISO 9000 CERTIFICATION

The firm must have obtained the ISO 9001:2015 certification as detailed in the current Development Bureau Technical Circular or equivalent.

¹ Resident principals mean principal staff that have the power to deploy manpower and financial resources.

² Full time employees mean employee with total number of working hours (including vacation and sick leaves) with the Consultant on average is 35 hours or more per week.

MINIMUM ENTRY CRITERIA FOR CONSULTANTS LISTS
QUANTITY SURVEYING CONSULTANTS

STAFF (Including Principals)

Members :	<p>Band 1 - Minimum of 10 qualified quantity surveyors.</p> <p>Band 2 - Minimum of 2 qualified quantity surveyors.</p> <p>At least one of the resident principals¹ of the firm must be a qualified quantity surveyor. A consultant to a firm is not counted as staff. Only full time employees² are counted as staff of a consultant.</p>
Qualifications :	Qualified quantity surveyor means corporate member of a professional institution recognised for corporate membership of the Hong Kong Institute of Surveyors (Quantity Surveying Division) who is also a Registered Professional Surveyor (Quantity Surveying).
Resident Status :	To count as staff, individuals must be resident Hong Kong ID Card holders or work visa holders and the practice must constitute their principal source of employment.

HISTORY

Time Established :	<p>Band 1 - The firm must have practiced in the relevant profession in Hong Kong for a minimum of 5 continuous years.</p> <p>Band 2 - The firm must have practiced in the relevant profession in Hong Kong for a minimum of 2 continuous years.</p>
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OFFICE

Size/Equipment :	Local Hong Kong office of reasonable size, suitably furnished and adequately equipped with appropriate modern drafting and computing facilities.
No. of Supporting Staff :	Employing a reasonable number of technical and clerical supporting staff locally.

STANDARD OF WORK

Standards (Quality/Cost) and Nature of work carried out :	An acceptable range of Quantity Surveying Services, the execution of which should be the firm's principal form of employment. The applicant should demonstrate satisfactory standard of work on at least one completed local building project with total building cost over \$100M, covering the full range of Quantity Surveying Services on projects including but not limited to pre-contract estimating and cost study services, advice on tendering procedures and contractual arrangements, tender documentation including preparation of bills of quantities, examination of and reporting on tenders, valuations of interim certificates, post-contract cost management services, measuring and making up bills of variations, assessment of claims, finalisation of contract account, etc., within the past 5 years.
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ISO 9000 CERTIFICATION

The firm must have obtained the ISO 9001:2015 certification as detailed in the current Development Bureau Technical Circular or equivalent.

¹ Resident principals mean principal staff that have the power to deploy manpower and financial resources.

² Full time employees mean employee with total number of working hours (including vacation and sick leaves) with the Consultant on average is 35 hours or more per week.

MINIMUM ENTRY CRITERIA FOR CONSULTANTS LISTS
LANDSCAPE ARCHITECTURAL CONSULTANTS

STAFF (Including Principals)

Members :	Minimum of 2 qualified landscape architects. At least one of the resident principals ¹ of the firm must be a qualified landscape architect. A consultant to a firm is not counted as staff. Only full time employees ² are counted as staff of a consultant.
Qualifications :	Qualified landscape architect means Professional Member or Fellow of The Hong Kong Institute of Landscape Architects who is also a registered landscape architect as accepted by the Landscape Architects Registration Board of Hong Kong under the Landscape Architects Registration Ordinance (Cap 516).
Resident Status :	To count as staff, individuals must be resident Hong Kong ID Card holders or work visa holders and the practice must constitute their principal source of employment.

HISTORY

Time Established :	The firm must have practiced in the relevant discipline in Hong Kong for a minimum of 2 continuous years.
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OFFICE

Size/Equipment :	Local Hong Kong office of reasonable size, suitably furnished and adequately equipped with appropriate modern drafting and computing facilities.
No. of Supporting Staff :	Employing a reasonable number of technical and clerical supporting staff locally.

STANDARD OF WORK

Standards (Quality/Cost) and Nature of work carried out :	Demonstration of satisfactory design and work standards on at least two completed local projects, one of which must be over \$25M, covering the full range of landscape architectural services, within the past 5 years. Experience as sub-consultants will only be considered if full service has been provided at all work stages and included both hard and soft landscape works.
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ISO 9000 CERTIFICATION

The firm must have obtained the ISO 9001:2015 certification as detailed in the current Development Bureau Technical Circular or equivalent.

¹ Resident principals mean principal staff that have the power to deploy manpower and financial resources.

² Full time employees mean employee with total number of working hours (including vacation and sick leaves) with the Consultant on average is 35 hours or more per week.

MINIMUM ENTRY CRITERIA FOR CONSULTANTS LISTS
BUILDING SURVEYING CONSULTANTS

STAFF (Including Principals)

Members :	Minimum of 2 qualified building surveyors. At least one of the resident principals ¹ of the firm must be a qualified building surveyor. A consultant to a firm is not counted as staff. Only full time employees ² are counted as staff of a consultant.
Qualifications :	Qualified building surveyor means corporate member of a professional institution recognized for corporate membership of the Hong Kong Institute of Surveyors (Building Surveying Division) who is also a Registered Professional Surveyor (Building Surveying).
Resident Status :	To count as staff, individuals must be resident Hong Kong ID Card holders or work visa holders and the practice must constitute their principal source of employment.

HISTORY

Time Established :	The firm must have practiced in the relevant profession in Hong Kong for a minimum of 2 continuous years.
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OFFICE

Size/Equipment :	Local Hong Kong office of reasonable size, suitably furnished and adequately equipped with appropriate modern drafting and computing facilities.
No. of Supporting Staff :	Employing a reasonable number of technical and clerical supporting staff locally.

STANDARD OF WORK

Standards (Quality/Cost) and Nature of work carried out :	An acceptable range of Building Surveying Services, the execution of which should be the firm's principal form of employment. The applicant should demonstrate satisfactory standard of work on at least two completed local projects, covering the full scope of building surveying services broadly equivalent to those services associated with alteration, addition, renovation, refurbishment, fire safety improvement, repairs and maintenance, project management, building surveys and determination and measurement of floor areas, etc., within the past 5 years.
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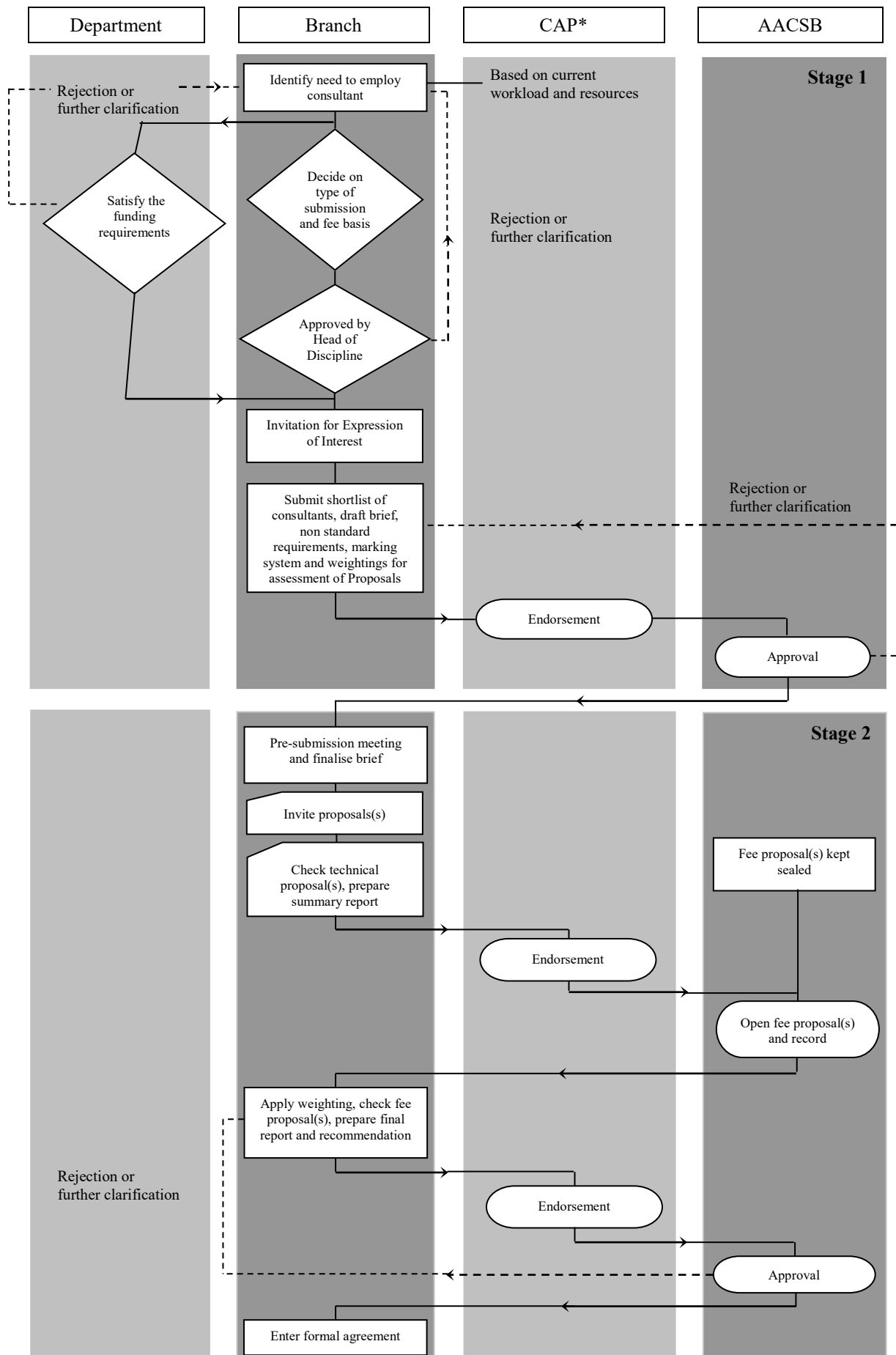
ISO 9000 CERTIFICATION

The firm must have obtained the ISO 9001:2015 certification as detailed in the current Development Bureau Technical Circular or equivalent.

¹ Resident principals mean principal staff that have the power to deploy manpower and financial resources.

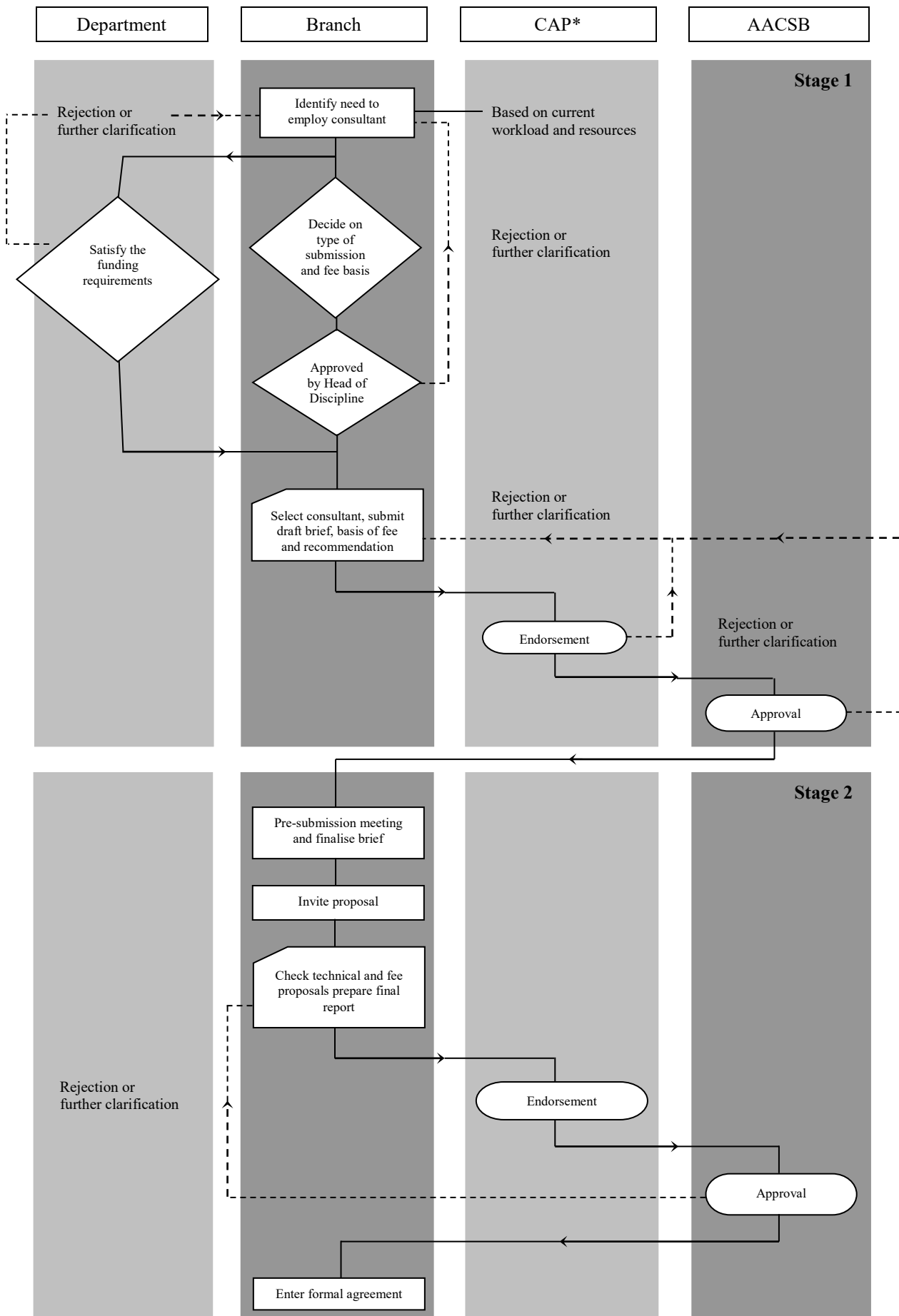
² Full time employees mean employee with total number of working hours (including vacation and sick leaves) with the Consultant on average is 35 hours or more per week.

Consultant Selection Procedures **Conventional Approach with EOI**



* For ArchSD Projects Only

Consultant Selection Procedures
Appointment by Direct Selection



* For Arch SD Projects Only

Procedural Arrangement for Inviting and Nominating a Third Party Member to join the Assessment Panel for Consultants Selection Exercise

Procuring departments shall follow the logistics described below for inviting and nominating a third party member to join the Assessment Panel for consultants selection exercise.

- (1) Bureaux/departments having a major interest in the fields and disciplines that are covered by the consultancy agreement (e.g. client bureau/department and then GLTM Section of DEVB / Buildings Department / Drainage Services Department (DSD) / other departments if meeting this criterion);

[Note: If the Client Bureau/Department or the department having a major interest in the fields and disciplines that are covered by the consultancy is DEVB, ArchSD, BD, CEDD, DSD, EMSD, HyD or WSD, the officer to be nominated as a third party member shall be at the senior professional rank or above.]

- (2) DSD* [if not asked under (1)];

[Note: Other than the role being the client bureau/department or the department having a major interest in the fields and disciplines that are covered by the consultancy, the department may nominate an officer not below a SEO rank or equivalent to serve as a third party member with due regard to their resources implications.]

- (3) an officer not below a senior professional rank or equivalent from another division different from the members of the assessment panel but within the same procuring department.

For consultancy agreements procured by ArchSD, the invitation under step (3) above is to be addressed to TS/1 who maintains a list of eligible officers nominated by Heads of Branches.

To facilitate the above procedures and compliance checking, invitations to client or other departments to send representative must be made in writing and should be based on a standardized format. Sample memos are made available at Appendix 2.3 for the purpose.

[Note: DSD kindly confirmed in April 2013 to provide support for consultancy agreements irrespective of the nature of the project works concerned.]*

**Memo to other department/bureau for nomination of a 3rd party member
of Assessment Panel**

Case 1 : Use this memo only if the client bureau/department or the department having a major interest in the fields and disciplines that are covered by the consultancy is DEVB or its departments, i.e. ArchSD, BD, CEDD, DSD, EMSD, HyD or WSD.

Use the memo provided in Case 2 if Case 1 is not applicable.

RESTRICTED (CONTRACT)

M E M O

From	_____	To	_____
Ref.	_____	Attention	_____
Tel. No.	_____	Fax	_____
E-mail	_____	Your Ref.	_____
Date	_____	Dated	_____

**Consultancy Agreement No.: xxx
(Agreement Title)**

3rd Party Member of Assessment Panel

The captioned Consultancy Agreement with details below will be procured by ArchSD and an Assessment Panel is being set up to consider and agree on the marking scheme(s) for *expression of interest proposals / *and technical proposals, to assess the proposals submitted by consultants, etc :

- (a) Brief scope of consultancy services :
- (b) Lead consultants to be invited :
- (c) Sub-consultants involved :
- (d) Tentative date for inviting EOI / T&F :
proposals

2. According to the provisions in the Architectural and Associated Consultants Selection Board [AACSB] Handbook, the Assessment Panel in a consultant selection exercise shall be composed of members of not lower than senior professional ranks and at least one third party member from the Client Bureau/Department or other departments.

3. I should be grateful if you would nominate an officer with a rank not below a senior professional to join the Assessment Panel as a third party member. Your reply by xxx will be much appreciated. Should you have any queries, please feel free to contact the undersigned at 2867-xxx.

(xxx)
CPM / CA / CQS / CSE / CBSE / CPSM
Architectural Services Department

cc TS/1

** Delete if inappropriate*

Case 2 : Use this memo for cases other than Case 1.

RESTRICTED (CONTRACT)

M E M O

From _____ Ref. _____ Tel. No. _____ Fax _____ E-mail _____ Date _____	To _____ Attention _____ Fax _____ Your Ref. _____ Dated _____
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Consultancy Agreement No.: xxx
(Agreement Title)

3rd Party Member of Assessment Panel

The captioned Consultancy Agreement with details below will be procured by ArchSD and an Assessment Panel is being set up to consider and agree on the marking scheme(s) for *expression of interest proposals / *and technical proposals, to assess the proposals submitted by consultants, etc :

- (a) Brief scope of consultancy services : _____
- (b) Lead consultants to be invited : _____
- (c) Sub-consultants involved : _____
- (d) Tentative date for inviting EOI / T&F : _____
proposals

2. According to the provisions in the Architectural and Associated Consultants Selection Board [AACSB] Handbook, the Assessment Panel in a consultant selection exercise shall be composed of members of not lower than senior professional ranks and at least one third party member with a rank not below a Senior Executive Officer or equivalent from the Client Bureau/Department or other departments.

3. I should be grateful if you would nominate an officer to join the Assessment Panel as a third party member. Your reply by xxx will be much appreciated. Should you have any queries, please feel free to contact the undersigned at 2867-xxx.

(xxx)
 CPM / CA / CQS / CSE / CBSE / CPSM
 Architectural Services Department

cc TS/1

* *Delete if inappropriate*

[Guidance Notes (for ArchSD officers) :

In para. 1 items (b) and (c) of the memo in Case 1 or 2, fill in the categories of AACSB listed consultants to be invited.]

Date

Our Ref:

To : Consultants included in the List provided in Annex V to Appendix 3.1

(Attn:) *[Guidance Note: Officers are reminded to check with the Secretary of AACSB the updated List of Consultants prior to inviting Expression of Interest.]*

Dear Sirs,

INVITATION LETTER FOR EXPRESSION OF INTEREST**Consultancy Agreement No.** _____**(Agreement Title)**

I am pleased to invite you to express interest in undertaking the above contract. The invitation documents are contained in an Electronic Invitation Package (“EIP”) which can be downloaded from the e-Tendering System (Works Consultancy Services) (“e-TS(CS)”) via this link [https://www1.ets-cs.gov.hk/eppcs_ext/views/index.zul].

2. The scope of this assignment, which is to commence in _____, is indicated in the attached copy of the draft Brief at **Annex I** of the EIP.

2A. The payment schedule is indicated in the attached copy of the Schedule of Fees at **Annex IA** of the EIP.

*2B. The notional RSS Establishment is indicated in the attached copy of the Attachment A of Fee Proposal at **Annex IB** of the EIP.

3. You must register an account on the e-TS(CS) before you can download the EIP from the e-TS(CS). By registering an account on the e-TS(CS) and downloading the EIP, you are deemed to have accepted the Terms and Conditions of Use and Participation and the user manual of the e-TS(CS) (available at https://www1.ets-cs.gov.hk/eppcs_ext/views/index.zul) and the Licence Conditions for the EIP attached to this letter.

4. You **must submit** your expression of interest (“EOI”) submission **in electronic format via e-TS(CS)**. Your attention is further drawn to the following requirements on submitting the EOI submission electronically: -

- (i) Except as provided in sub-paragraph (ii) below, you must submit your EOI submission via a valid account or sub-account in the e-TS(CS) under your own name;
- (ii) In the case you submit your EOI submission in the form of an unincorporated joint venture, your EOI submission must be submitted via a valid account or sub-account in the e-TS(CS) under the name of **one** participant to the joint venture. If your EOI submission is submitted via the accounts or sub-accounts of multiple participants, only the submissions made by the participant whose date and time of its first submission to the e-TS(CS) is the earliest amongst all participants will be considered. Files submitted by any other participant will be discarded without opening;

- (iii) All files in your EOI submission must comply with the “**Requirements for Submission in Electronic Format**” in **Annex IV** to this letter; and
- (iv) The term “Digitally Signed”, in relation to a file, means that such file is Digitally Signed as more particularly required under paragraph 4 of the “**Requirements for Submission in Electronic Format**” in **Annex IV** to this letter. Without prejudice to other requirements in this letter, if a file is required to be Digitally Signed pursuant to this letter, **the digital signature for that file must comply with the above mentioned requirements. Failure to comply will result in the relevant file being discarded and not be considered.**

[Note to project office: Paragraphs 4A, 4B and 4C allow bidders to submit optional hard copies. This arrangement applies to all invitations until further notice.]

4A. In addition to your electronic submission, you may opt to submit the EOI submission in hard copy as well. **Submission in hard copy is optional.** If you wish to submit hard copy in addition to the electronic submission, you must deposit one copy of your EOI submission in a sealed envelope clearly marking on the face with the Subject of the Submission, Agreement No., Consultancy Title and Name of Consultant, and addressed to the Technical Secretary/1 of ArchSD, according to the template as shown in **Annex II**. The envelope shall be placed in the AACSB Submission Box located in the Lift Lobby of the 35th Floor of Queensway Government Offices, 66 Queensway, Hong Kong for the attention of the Technical Secretary/1 of ArchSD. Please refer to the Layout Plan at **Annex III** for the location of the AACSB Submission Box. For the purpose of the hard copy submission:

- (i) If a file is required to be Digitally Signed pursuant to this letter, such requirement is deemed to have been complied with if its hard copy has been duly signed by a person authorized to sign Government contracts on your behalf (or, in the case of an unincorporated joint venture, by a person authorized to sign Government contracts on each participants’ behalf); and
- (ii) If the signing of a file is required to be witnessed, such requirement is deemed to have been complied with if the witness has signed on its hard copy in the capacity of witness.

4B. The hard copy submission will not be opened or used except in the following circumstances:

- (i) a file submitted via the e-TS(CS) cannot be opened; or
- (ii) a file submitted via the e-TS(CS) is contaminated with computer virus.

In such event, the file submitted via the e-TS(CS) will be discarded and not be considered. Without prejudice to other requirements in this letter, the Employer **may use the hard copy of the relevant file submitted**, if available, to evaluate your EOI submission if it considers that your action of submitting a file that cannot be opened or is contaminated with computer virus is not intentional. For the avoidance of doubt, even if it is permissible under other paragraphs of this letter for the Employer to invite you to re-submit the relevant file after close of submission, **the Employer shall resort to the hard copy submission first.**

[Guidance Note: In case of files(s) submitted via the e-TS(CS) cannot be opened or is contaminated with computer virus. Officers shall issue the letter to notify consultant on unopened files submitted via e-TS(CS) after the award of consultancy agreement. The sample letter is given in Appendix 46.]

4C. In case the hard copy of a relevant file is used for evaluation of your EOI submission:

- (i) If the relevant file is an essential submission under paragraph 9, its hard copy must be submitted on or before the original date set for the close of submission or if this has been extended, the extended date. **Failure to do so will render your EOI submission invalidated.**
- (ii) If the relevant file is required to be Digitally Signed but does not satisfy paragraph 4A(i) above, without prejudice to other requirements, such document shall be discarded and not further considered.

For the avoidance of doubt, for the parts of the hard copy submission which are not used for evaluating your EOI submission, it is not necessary to check whether they have complied with any requirements stipulated, whether essential or not.

5. In case you wish to replace or supplement any file or a part of a file in your submitted EOI submission, you must do so by re-submitting the **entire** EOI submission. Your attention is drawn to the followings:

- (i) All resubmitted files must comply with the requirements set out in paragraph 4 above;
- (ii) In case there are more than one EOI submissions submitted, the latest submission shall prevail and all previous submission will not be opened or considered.

[Note to project office: Paragraphs 5A allows bidders to submit optional hard copies. This arrangement applies to all invitations until further notice.]

5A. In the event you opt to submit an optional hard copy EOI submission in addition to electronic submission and wish to replace or supplement any part of it after you have deposited it, attention in writing may be drawn to an amendment submitted, provided that the amendment shall have been deposited before the close of submission.

6. If you wish to be considered for shortlisting to the Technical and Fee Proposals Stage, you should submit your EOI submission by **12 noon on [insert day], [insert date]**. Your EOI submission must be submitted in accordance with paragraph [4] above before the close of submission. **Late submission will not be considered.**

7. The close of submission may be extended under the following circumstances:
- (i) If tropical cyclone signal No. 8 or above, or a black rainstorm warning signal is hoisted or if “extreme conditions after super typhoons” announced by the Government is in force between 9 am and 12 noon on the date set for the close of submission, the close of submission will be extended to 12 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force. Saturday is not counted as a working day. The announcements on “extreme conditions after super typhoons” will be made via **press releases website** of the Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>); or
 - (ii) If there is any other reason which in the Government’s view shall affect the close of submission, the Employer will notify you the extension of the close of submission **via the e-TS(CS) and/or emails**
8. In determining the date and time on which a file is submitted via the e-TS(CS), the submission end time generated automatically by the e-TS(CS) which specifies when the transmission of the file through the e-TS(CS) was completed, shall be final and binding. Save for the aforesaid, any text, notice or message that appears on the e-TS(CS) which displays any date, time, time zone or time remaining for any tender submission to be filed, is for reference only and shall not be relied on by the consultant.
9. **The following requirements are essential requirements.** Failure to comply with any of these requirements on or before the date set for close of submission or, if this has been extended, the extended date **shall render your EOI submission non-conforming:-**
- (i) the EOI submission must be Digitally Signed; and
 - (ii) the EOI submission must not contain any indication of prices or rates.
10. The EOI submission shall contain the following information in a maximum of six / four* [Guidance Note: four for less complex and technically straight-forward assignments if considered appropriate by the Assessment Panel.] A4 pages and a minimum font size of **12 points Times New Roman or equivalent**:
- (a) Appreciation of the key requirements and constraints/risks of the assignment;
 - (b) Approach and strategy to meet the requirements of the assignment;
 - (c) Previous relevant experience both in Hong Kong and elsewhere (including those sub-consultants)*;
 - (d) Knowledge, experience and capability of core personnel available for the project together with attachments showing their curriculum vitae (including those of sub-consultants)* and an organization chart of the study/project team as necessary;
 - (e) Names of sub-consultants to be employed *; and
 - (f) Your comments on the draft Brief **(including the notional Resident Site Staff (RSS) establishment together with the Schedule of Resident Site Staff Standards and Duties and the lines of command and hierarchy of different ranks of RSS)* and the payment schedule in the draft Schedule of Fees;**
 - (g)* (Specify the drawings required in the EOI submission.)
 - (h) (any other special project requirements)

11. Please note that no attachments, except attachments for the curriculum vitae of the core personnel likely to be employed on the consultancy (limited to 2 pages in A4 size per staff) and the organization chart of the study/project team (limited to 1 page in A3 size) as mentioned above, should be included in your submission. For exceedance of the specified number of pages of EOI submission and attachments or inclusion of attachments other than curriculum vitae and organization chart, all the exceeded pages shall be discarded prior to the assessment. Also, 1 mark shall be deducted from the overall score for non-compliance with the specified format such as the page size or font size. Documents submitted in response to paragraphs 14, 18 and 19 and undertaking as required in paragraph 23(b) below are not counted towards the number of pages of the EOI submission.

12. Unless specified in this letter, you are not required to submit drawings together with the EOI submission. No credit will be given to consultants in the assessment of EOI submission for drawings not specified in this letter.

##13A. Your attention is drawn to the following special requirements applicable to the consultant selection exercises for Agreement No. *[insert the agreement no.]* entitled “*[insert the agreement title]*” and Agreement No. *[insert the agreement no.]* entitled “*[insert the agreement title]*”:

- (i) where a consultant firm ^{Note 1} attains the highest combined score ^{Note 2} in the assessment of Technical and Fee Proposals in only one Agreement, the consultant firm may be awarded that Agreement;
- (ii) where a consultant firm attains the highest combined score in the assessment of Technical and Fee Proposals in both Agreements:
 - (a) that consultant firm may be awarded not more than one of the two Agreements;
 - (b) the consultant firm(s) that attain(s) the second highest combined score in the assessment of Technical and Fee Proposals in any of the two Agreements may be considered for the award of that Agreement according to the principles set out in sub-paragraph (c) below; and
 - (c) in determining the combination of winners for awarding the Agreements, the scenario under which the total of the combined scores ^{Note 3} in the assessment of Technical and Fee Proposals is the highest will be considered as the basis for awarding the Agreements. If, however, there are two scenarios under which the total of the combined scores is the highest, the scenario under which the total of the consultancy fees ^{Note 4} is the least to the Employer will then be considered as the basis for awarding the Agreements. If, however, there are two scenarios under which the total of the combined scores is the highest and the total of the consultancy fees is the least to the Employer, the scenario under which the total of the technical scores ^{Note 5} is the highest will be considered as the basis for awarding the Agreements.
- (iii) If you submit/have submitted Technical and Fee Proposals for both Agreements and subsequently withdraw/have withdrawn your submission for one of the Agreements, your submissions shall not be considered further for both Agreements.

- Note 1: Provisions (i) to (ii) above also apply to joint ventures. A joint venture or a consultant firm that has any participation or shareholding in common with another joint venture or a consultant firm shall be regarded as being the same consultant firm for such joint venture(s) and consultant firm(s) for the purpose of consideration of provisions (i) to (ii) above.
- Note 2: The combined score will be determined in accordance with paragraph 14 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any).
- Note 3: The total of the combined scores is the sum of (i) the highest combined score in one of the Agreements and (ii) the second highest combined score in the other Agreement.
- Note 4: The consultancy fee will be determined in accordance with paragraph 21 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any). The total of the consultancy fees is the sum of (i) the consultancy fee of the consultant with the highest combined score in one of the Agreements and (ii) the consultancy fee of the consultant with the second highest combined score in the other Agreement.
- Note 5: The total of the technical scores is the sum of (i) the technical score of the consultant with the highest combined score in one of the Agreements and (ii) the technical score of the consultant with the second highest combined score in the other Agreement.

[## Paragraph 13A above shall be included in the invitation letter for EOI adopting pairing of consultant selection exercise. For incorporation of the special requirements for pairing of consultants selection exercise, the project offices should seek approval from Head of Department (HoD) for consultancy agreements with estimated lump sum fees not exceeding \$15 million or AACSB for consultancy agreements with estimated lump sum fees exceeding \$15 million prior to the invitation of EOI Submissions for two-stage selection process or the invitation of T&F Proposals for one-stage selection process.]

##13B. Your attention is drawn to the following special requirements applicable to the consultant selection exercises for Agreement No. *[insert the agreement no.]* entitled “*[insert the agreement title]*”; Agreement No. *[insert the agreement no.]* entitled “*[insert the agreement title]*”; and Agreement No. *[insert the agreement no.]* entitled “*[insert the agreement title]*”:

The maximum number of Agreement that can be awarded to a consultant firm^{Note 1} is one
[Guidance Note: This is an example for which three consultancy agreements will be awarded to three different consultants, i.e. a consultant will be awarded only one of these consultancy agreements.]

- (i) where a consultant firm attains the highest combined score^{Note 2} in the assessment of Technical and Fee Proposals in only one Agreement, the consultant firm may be awarded that Agreement;

- (ii) where a consultant firm attains the highest combined score in the assessment of Technical and Fee Proposals in more than one Agreements:
- (a) that consultant firm may be awarded not more than one of the three Agreements;
 - (b) the consultant firm(s) that attain(s) the second highest combined score and the consultant firm(s) that attain(s) the third highest combined score, in the assessment of Technical and Fee Proposals in any of the three Agreements may be considered for the award of that Agreement according to the principles set out in sub-paragraph (c) below; and
 - (c) in determining the combination of winners for awarding the Agreements, the scenario under which the total of the combined scores ^{Note 3} in the assessment of Technical and Fee Proposals is the highest will be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest, the scenario under which the total of the consultancy fees ^{Note 4} is the least to the Employer will then be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest and the total of the consultancy fees is the least to the Employer, the scenario under which the total of the technical scores ^{Note 5} is the highest will be considered as the basis for awarding the Agreements.
 - (d) A worked example for the scenario analysis is given at **Annex X**.
- (iii) If you submit/have submitted Technical and Fee Proposals for more than one of the three Agreements and subsequently withdraw/have withdrawn your submission for any one of the Agreements, your submissions shall not be considered further for all three Agreements.

Note 1: Provisions (i) to (ii) above also apply to joint ventures. A joint venture or a consultant firm that has any participation or shareholding in common with another joint venture or a consultant firm shall be regarded as being the same consultant firm for such joint venture(s) and consultant firm(s) for the purpose of consideration of provisions (i) to (ii) above.

Note 2: The combined score will be determined in accordance with paragraph 14 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any)

Note 3: Where a consulting firm has attained the highest combined score in the assessment of Technical and Fee Proposals in two Agreements, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements **and** (ii) the second highest combined score in the other Agreement **or** if there is no possible combination of the highest and the second highest combined score that does not infringe the award restriction set out in paragraph 13B(ii)(a) above, the third highest combined score in the other Agreement.

Where a consulting firm has attained the highest combined score in the assessment of Technical and Fee Proposals in all three Agreements, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements and (ii) the second highest combined score in the other two Agreements. If there is no

possible combination of the highest and the second highest combined scores that does not infringe the award restriction set out in paragraph 13B(ii)(a) above, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements, (ii) the second highest combined score in one of the other Agreements, being an Agreement different from (i) and the third highest combined score in one of the other Agreements, being an Agreement different from (i) and (ii).

Note 4: The consultancy fee will be determined in accordance with paragraph 21 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any). The total of the consultancy fees is the sum of the consultancy fee of the consultants taken into account to calculate the total of the combined scores in accordance with Note 3 above.

Note 5: The total of the technical scores is the sum of the technical score of the consultants taken into account to calculate the total of the combined scores in accordance with Note 3 above.

[^{##} Paragraph 13B above shall be included in the invitation letter for EOI adopting restriction of award of consultancies in consultant selection exercise. For incorporation of the special requirements for restriction of award, the project offices should seek approval from AACSB prior to the invitation of EOI Submissions for two-stage selection process or the invitation of T&F Proposals for one-stage selection process.]

14. You are also required to declare any involvement or interest if it is considered by you to be in real or apparent conflict with the duties to be performed for this consultancy. Any involvement or interest declared would be carefully considered but would not automatically bar you from being further considered in the selection process.

15. The names of the consultants invited to make submissions are enclosed at **Annex V** to this letter. *If appointed, you will act as the lead *Architectural/ Building Services/ Structural Engineering consultant under the captioned Agreement and you are required to team up with one *Architectural/ Building Services/ Structural Engineering/ Landscape Architectural / Building Surveying consultant in the list of consultants attached at **Annex VI** as your sub-consultants if you are not on the List of Consultants of AACSB for the *Architectural/ Building Services/ Structural Engineering/ Landscape Architectural/ Building Surveying category maintained by the Employer. The lead consultant is not allowed to change his sub-consultants in the subsequent technical proposal submission without acceptable justification. It should be noted that the past performance of sub-consultants should be one of the assessment criteria in the assessment of technical proposals.*

16. You must ensure that you / and your sub-consultants* are eligible under the listing status at the time of submission. Failure to comply with this requirement will lead to invalidation of your EOI submission.

17. The assessment criteria for EOI submission is attached at **Annex VII**. Based on the response received, normally 4/5/6* *[Guidance Note: If the paragraph 13A or 13B above is included in the invitation letter for EOI, 5 shall be inserted.]* suitable firms will be shortlisted for submission of Technical and Fee proposals.

18. The EOI submission shall be submitted together with a statement of ISO 9000 Certification in accordance with the requirements at **Annex VIII** and a Declaration of your Staffing Proposal in accordance with the guidelines at **Annex IX**.

19. (a) No consultants are permitted to submit more than one EOI submission for the same agreement. For the avoidance of doubt, consultants who submit an EOI submission in their own name and an EOI submission in the name of an unincorporated joint venture/partnership (with the consultants concerned as a participant/partner) will be considered as having submitted two EOI submissions. Consultants (these must be consultants to be eligible for being considered for this consultant selection exercise) having linkages to each other, e.g. subsidiaries, parent or sister companies, are not allowed to bid on the same agreement. Only one firm among such consultants, as the case may be, should be allowed to submit EOI for this consultancy agreement. In your EOI submission, you are thus required to declare any linkage with other consultants on the above list. For the avoidance of doubt, if you have no linkage with any consultants on the above list, you are also required to declare the same in the EOI submission. The existence of a holding-subsidary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap 622). “Sister companies” shall mean all companies which are subsidiaries of or otherwise belonging to the same holding company. Consultants having linkages should sort out among themselves before submitting any EOI.

(b) For the purpose of this “no linkage” requirement, an academic institution and any separate entities/companies formed by the same academic institution or any of its current staff, or any two of such entities/companies (whether formed by the same staff or not), shall be regarded as “linked”. An academic institution, and all such entities/companies formed by it or any of its current staff (whether by the same staff or not), shall be allowed to submit only one EOI for the same consultancy agreement. You are also required to declare any such linkage with other consultants on the above list, if applicable. An entity/company is regarded as formed by the academic institution or its staff if the latter is a partner/shareholder or a director of the former, whether or not the latter is a founding partner/subscriber when the entity/company was formed. However, the “no linkage” rule does not apply to “linked” consultants (including academic institutions) who bid as sub-consultants only for any agreement.

(c) Failure to observe the “no linkage” requirement in above paragraphs will **lead to invalidation of your EOI submission and the EOI submission submitted by consultants having linkages with you**. If you still fail to submit the declarations required the above paragraphs by the given due date after being requested to do so, your submission will be invalidated.

20. *[Insert if applicable: Please note that this invitation is made before the necessary funds for the consultancy have been approved. The Government reserves the right to cancel this consultant selection exercise for not having the necessary funds approved or for any other reason, in which case you will accordingly be notified.]* It should be noted that the Government will not be responsible for the reimbursement of any cost incurred by you for the preparation of the EOI submission.

21. If the EOI submission is submitted by a joint venture, the rules stipulated in Section 3.24 of the AACSB Handbook shall be complied with. Any EOI submission submitted by a joint venture in the form being not acceptable in accordance with Section 3.24 of the AACSB Handbook will not be considered. If a joint venture is formed by listed consultants with a non-listed consultant, the listed consultants in the joint venture should confirm that the non-listed consultant is technically capable for that part of the consultancy services it undertakes.

22. Notwithstanding anything to the contrary in this invitation, the Government reserves the right to remove a consultant from the shortlisting exercise on the grounds that the consultant, or any of the consultants of the joint venture in the case of submission made by a joint venture, has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security, or otherwise the removal is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

23. (a) Neither you nor any of your directors, employees, agents and sub-consultants shall offer or give any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Government in connection with this shortlisting exercise.

(b) You are required to submit a **Digitally Signed** and witnessed undertaking on anti-collusion at **Annex XI**. For the avoidance of doubt, the said undertaking must be Digitally Signed by both you and your witness, save that your witness does not have to be a person authorised to sign Government contracts on your behalf. **Failure to comply with this paragraph may lead to invalidation of your submission.** If you still fail to submit the Digitally Signed and witnessed undertaking by the given due date after being requested to do so, your submission will be invalidated.

(c) Any breach of or non-compliance with paragraph 23(a) and/or the anti-collusion undertaking shall result in :

- (i) invalidation of your submission; or
- (ii) removal from the list of shortlisted consultants if shortlisted.

(d) By submitting your submission, you undertake to indemnify and keep indemnified the Government against all losses, damages, costs and expenses arising out of or in relation to any breach of or non-compliance with paragraph 23(a) and/or the anti-collusion undertaking.

(e) The rights of the Government under paragraphs 23(c) and 23(d) are in addition to and without prejudice to any other rights or remedies it has or may have against you.

24. Please note that documents of unsuccessful consultants will be destroyed three months after the date the contract has been awarded and signed.

25. In order to facilitate submission of tenders via e-TS(CS), the Government will set up a **help kiosk** with notebook computers and system support personnel at Room 1820, 18/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong for your use on the submission closing date (from 9 am to 12 noon). You may also make use of the help kiosk by appointment by giving one day's advance notice to the Employer via telephone no. [insert number]. The Government does not warrant the availability of the help kiosk or the accuracy, timeliness, usefulness and/or completeness of the service provided by the help kiosk. For **enquiries** on the use of the e-TS(CS), please contact our helpdesk hotline at 3997 1844, which is available from 9 am to 6 pm, Monday to Friday, excluding public holidays.

26. If you have any query concerning the above submission, please contact [insert officer name], [insert officer post], the DR's Delegate at Tel. No. [insert tel. no.] or Fax No. [insert fax. no.].

27. Please acknowledge receipt of the invitation documents including this letter and the Annexes by clicking the acknowledgement check box in the e-TS(CS) notwithstanding whether you make EOI submission.

Yours faithfully,

Assistant Director* / Project Director* ()
for Director of Architectural Services

Encl.

cc. Secretary, AACSB (w/o encl.) – 35/F., QGO

*All eligible sub-consultants as listed at Annex VI (w/o encl.) (Sub-consultants who are interested in the captioned Consultancy Agreement may request for an electronic copy of the draft Brief from the DR's Delegate.)

** Delete/amend as appropriate*

Consultancy Agreement No. _____
(Agreement Title)

BRIEF

Table of Contents

1. Introduction
2. Description of the Project
3. Objectives of the Assignment
4. Description of the Assignment
5. Deliverables
6. Services to be provided by the Consultant
7. Programme of Implementation
8. Progress Reports
9. Financial Management
10. Standards and Specifications
11. Checking and Certification of the Design
12. Variations and Other Commitments
13. Resident Site Staff (RSS)
14. Director's Representative
15. Control of the Project and Assignment
16. Information and Facilities Provided by the Employer
17. Consultant's Office and Staffing
18. Adherence of the Consultant and Sub-consultant Staffing Proposal
19. Specialist and Sub-consultant Services
20. Provision and Use of Computer Facilities
21. Professional Indemnity Cover
22. Systematic Risk Management
- *23. Environmental Impact Assessment

Annexes

** Delete as appropriate*

STANDARD FORM OF SCHEDULE OF FEES

AGREEMENT NO. _____

SCHEDULE OF FEES

Table of Contents

1. Definition
- *2. Basis of Fee – Lump Sum Fees
- *2. Basis of Fee – Percentage Fees
3. Interim Payment
4. Expenses
5. Payment for Additional Services
6. Reduction of Lump Sum Fees or Percentage Fees
7. Payment for Delays
8. Fees on Time Charge Basis
9. Charge Rates for Additional Services
- *10. Payment for Deployment of Resident Site Staff
- *10. Payment for Direct Employment of Resident Site Staff
- *11. Payment for Employment of the Independent Inspection Agent (IIA) *for structural steel works and *for structural precast concrete works

Annex 1 Schedule of Standard Printing Charges and Standard Charges of Electronic Storage Media

**Delete as appropriate*

Consultancy Agreement No. : Fee Proposal

Attachment A – Notional RSS Establishment

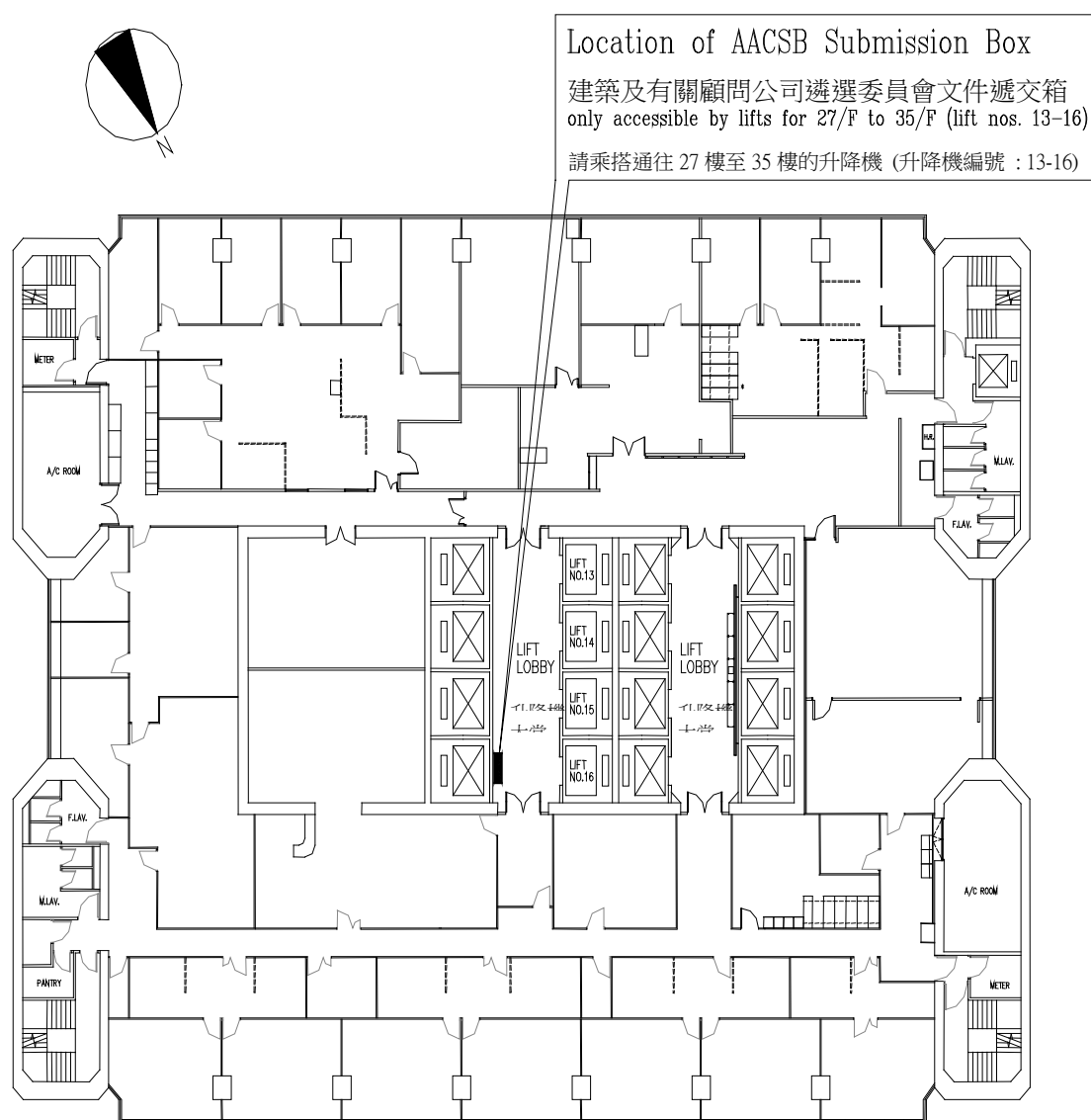
(I) Rank	(II) Posts in notional RSS establishment	(III) Number in notional RSS establishment	(IV) Notional number of man-months	(V) Collective rank of RSS directly employed by the Consultant
			(sub-total =)	R2*
			(sub-total =)	R3*
			(sub-total =)	R4*
			(sub-total =)	R5*

(I) Rank	(II) Posts in notional RSS establishment	(III) Number in notional RSS establishment	(IV) Notional number of man-months	(V) Collective rank of Government staff posted to the Consultant by the Employer
			(sub-total =)	R8*
			(sub-total =)	R9*
			(sub-total =)	R10*
			(sub-total =)	R11*

[Guidance Note: Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

Template to be marked on the returning envelope

RESTRICTED (CONTRACT)	
To:	Technical Secretary/1 Architectural Services Department AACSB Submission Box 35/F, Queensway Government Offices 66 Queensway Hong Kong
Re:	Expression of Interest Submission for Consultancy Agreement No.: _____ Title: _____ Submitted By: _____



Layout Plan of ArchSD Hq. at 35/F, Queensway Government Offices
 金鐘政府合署 35 樓建築署總部平面圖

Requirements for Submission in Electronic Format

The following are the requirements for making submission in electronic format via the e-TS(CS).

1. In this Annex, unless the context otherwise requires-
 - (a) **“Digitally Signed”**, in relation to a file, means that such file has been Digitally Signed in accordance with paragraph 4 in this Annex.
 - (b) **“Editable File”** means a file in the EPP which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (c) **“Image File”** means a file in the EPP which is stored in file formats that capture the printed image of the document.
 - (d) **“Electronic Proposal Package”** (or **“EPP”**) means all files submitted by the bidder for this invitation via the e-TS(CS).
 - (e) **“ETO”** means the Electronic Transactions Ordinance (Cap. 553).
 - (f) **“Organisational e-Cert”** means a recognized certificate issued by a recognized certification authority to an organisation and which identifies a person who is duly authorised by the organisation to use the recognized certificate. “Recognized certificate” and “recognized certification authority” shall bear the meanings as assigned to them under the ETO.
 - (g) **“Registered User”** means a person who holds a valid account on the e-TS(CS).
2. The EPP shall be submitted via e-TS(CS) and shall contain a **“README.rtf”** file in its root directory prepared in rich text format. This file shall contain at least the following information:
 - (a) general guidance on the use of the files in the EPP (e.g. the file naming convention, directory structure of the submission, software name and version for viewing the file);
 - (b) a list of all files submitted in the EPP with brief description of the contents of the file.
 - (c) information on the proper setting for viewing, editing, and printing the electronic files, including, without limitations-
 - (i) the printer to be used for printing the files;
 - (ii) the paper sizes;
 - (iii) requirements for special fonts;

- (iv) any special printing instructions (e.g. the adjustment settings such as “shrink oversized pages to paper size”, “expand small pages to paper size”, etc. when printing PDF files); and
 - (v) software name and version for viewing the files.
 - (d) detailed instructions for viewing other type of electronic information or visualisation not covered in paragraph 5 of this Annex.
3. During each upload, the maximum number of files that may be uploaded to the e-TS(CS) is **10**, with the maximum file size for all files limited to **1GB** (maximum file size for each file is limited to **500MB**). If the intended file(s) to be uploaded exceed the maximum number of files or maximum file size, the file(s) will not be successfully uploaded to e-TS(CS). The same restrictions apply for any subsequent uploads. Consultants should take note of such restrictions and organise their uploads accordingly. For the avoidance of doubt, there is no restriction on the total number of uploads that may be made by a consultant before the close of submission, nor on the total number of files so uploaded.

In case the bidder wishes to replace or supplement any file or a part of a file in the submitted EOI submission, the bidder must do so by re-submitting the **entire** EOI submission. If there are more than one EOI submissions submitted, the latest submission shall prevail and all previous submission will not be opened or considered.

4. For the purpose of the Invitation Letter and this Annex, a file is Digitally Signed if and only if it complies with the following conditions:
- (a) It is signed using a digital signature as defined in section 2 of the ETO by the person(s) who is/are authorised to sign Government contracts. A person is authorised to sign Government contracts if the person is acting in the following capacity:
 - i. if the consultant is a sole proprietorship, the sole proprietor;
 - ii. if the consultant is a partnership, a partner of the partnership;
 - iii. if the consultant is a body corporate, a person who is duly authorized by the consultant to sign Government contracts for and on behalf of the consultant;
 - iv. if the consultant is an unincorporated joint venture, the sole proprietor, partner or authorized person, as the case may be, **of each and every of its participants**.
 - (b) For the avoidance of doubt, a file submitted by an unincorporated joint venture must be Digitally Signed by **all of its participants**;
 - (c) The digital signature is supported by an Organisational e-Cert issued to the consultant or (for unincorporated joint venture) its participants, which identifies the person(s) who signs the file as authorised user of the Organisational e-Cert;
 - (d) The digital signature is generated within the validity of the Organisational e-Cert in accordance with section 6(2) of the ETO;

- (e) The digital signature is used in accordance with the terms of the Organisational e-Cert;
 - (f) The digital signature is attached to the file in Public-key Cryptography Standards (PKCS#7) and (CAAdES) such that the signed file is in .p7s format; and
 - (g) The Organisational e-Cert remains valid as at the earlier of (i) the date and time on which the file is submitted via the e-TS(CS); or (ii) the date and time on which the file is signed, if such information is generated in the form of a time stamp in the affixed digital signature.
5. (a) The following data formats shall be used for preparing the files in the EPP:

Type of File	Editable File	Image File
Text documents	Not Applicable	Portable Document Format (PDF)
Schedules (except the manning schedule in Technical Proposal) or documents in tabular form	Not Applicable	PDF
Manning schedule in Technical Proposal	Excel (.xls or .xlsx)	Not applicable
Drawings	Not Applicable	PDF
Slide presentation	Not Applicable	PDF
Building Information Modeling (BIM)	<i>[note to project office: Insert as appropriate]</i>	Not applicable

The data formats and associated versions of files to be adopted in the EPP should adhere to the latest OGCIO Interoperability Framework which can be downloaded from the OGCIO website:

https://www.ogcio.gov.hk/en/our_work/infrastructure/e_government/if/interoperability_framework.html

- (b) A file shall not contain any computer instructions, including but not limited to,
 - (i) computer viruses; and
 - (ii) macros, scripts and fields that depend on the execution environment and the execution of which will cause changes to the file itself or the information system displaying the electronic record in respect of the file.

6. As the conversion of drawing files to PDF format may slightly distort the scale of the drawing elements, line scales in both horizontal and vertical directions should be included in drawings files to enable correction factors to be made to compensate for distortion.
7. If other type of electronic information, for example, visualisation or modelling, not covered in paragraph 5 above is submitted with the EPP, software necessary for viewing the information shall be supplied with the submission. The software provided must be free of virus and can be run in mainstream PC under Windows operating environment. Necessary licence to use the software must be provided free of charge to the Government for viewing the information. Detailed instructions on setup, usage and removal of the software provided must be included in the EPP.
8. The account user or any sub-account user of a Registered User may use its password to login the e-TS(CS) and make the submission. The person who login to the e-TS(CS) may be different from the person who Digitally Signs the EPP.

INVITATION FOR EXPRESSION OF INTEREST

Consultancy Agreement No. _____
 (Agreement Title)

List of Lead Consultants / Consultants * Invited for Expression of Interest

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
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15	
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17	
18	
19	
20	

- N.B*
- (a) * Delete whichever inappropriate
 - (b) Please consult TS/1, ArchSD for the current status of consultants in each discipline who are eligible for invitation
 - (c) Please insert the full name of the consultant

INVITATION FOR EXPRESSION OF INTEREST

Consultancy Agreement No. _____
 (Agreement Title)

List of Sub-consultants Eligible for Selection by Lead Consultants

(a) Architectural*

1 _____
 2 _____
 3 _____
 : _____
 : _____

(b) Building Services*

1 _____
 2 _____
 3 _____
 : _____
 : _____

(c) Building Surveying*

1 _____
 2 _____
 3 _____
 : _____
 : _____

(d) Landscape Architectural*

1 _____
 2 _____
 3 _____
 : _____
 : _____

(e) Structural Engineering*

1 _____
 2 _____
 3 _____
 : _____
 : _____

(f) Others (e.g. geotechnical engineering)*

1 _____
 2 _____
 3 _____
 : _____

N.B (a) * Delete whichever inappropriate

(b) Please consult TS/1, ArchSD for the current status of consultants in each discipline who are eligible for invitation

(c) Please insert the full name of the consultant

Assessment Criteria for Expression of Interest Proposal

Item	Shortlisting Assessment Criterion	Mark Range
1	Appreciation of the key requirements and constraints/risks	
2	Approach and strategy to meet the requirements of the assignment <i>[Note: departments may include sub-criteria where appropriate, to cover the consultants' approach and strategy on innovation, creativity, mechanisation, prefabrication, other productivity enhancements, cost reduction, expenditure leveling, etc.]</i>	
3	Previous relevant experience both in Hong Kong and elsewhere	
4	Knowledge, experience and capability of core personnel	
5	Past performance of the consultant	
6	Past performance of sub-consultants *	

[Guidance Note: Refer to Section 3.4.1 for standard marking range of the shortlisting assessment criteria. The total percentage mark should add up to 100%.]

* Delete as appropriate

For Item 3 above, for attaining full mark (i.e. grade VG), a consultant shall possess experience in [5] or more relevant consultancy assignments in local or non-local building projects of similar scope and complexity and completed by the Consultant within [10] years on or before the original or the extended Expression of Interest submission closing date.

No. of relevant consultancies involved	Grade
[5] or more	VG
[3] to [4]	G
[1] to [2]	F
0	P

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

For Item 4 above, for attaining “F” grade or above, a consultant shall provide the minimum number of core personnel who should possess the corresponding minimum qualification and experience as set out in Table 1 and Table 2 below. Same marks shall be allocated to the core personnel under the same designation.

If the number of core personnel proposed by the consultant for a particular designation is more than that specified in the invitation documents, the average marks per person attained by the core personnel for that particular designation would be adopted in tender assessment. If the number of core personnel proposed by the consultant for a particular designation is less than that specified in the invitation documents, the core personnel proposed will be marked based on the relevant selection criteria while the core personnel missing in the submission will be graded “P”.

Table 1: Requirements on Number, Qualification, Experience and Relevant Job Reference

[Guidance Note: Under normal circumstances, the following table(s) for core personnel shall be adopted.]

Core Personnel Designation	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route or academic route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

[^] Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.*
- (ii) To add additional tables if required.*
- (iii) To elaborate “Relevant Job Reference” in view of the specific nature of the project where appropriate.*
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]*

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

[Guidance Note: Under special circumstances, the procuring department may, subject to the endorsement by the AD/PD or an officer at D2 rank or above, specify the requirements of post qualification experience above the minimum requirements for core personnel as set out in Table 2 below under “VG” and/or “G” grades in order to suit specific need of individual projects. The procuring department shall critically review to ensure that there is no over-specification on such requirements under “VG” and “G” grades. Tables A, B, C and D are provided below as examples.]

Table A

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table B

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table C

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional)	Not less than [5] projects	VG
	Not less than [15] years (professional)	Not less than [3] projects	G
	Not less than [12] years (professional)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table D

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional); or Not less than [23] years (academic)	Not less than [5] projects	VG
	Not less than [15] years (professional); or Not less than [20] years (academic)	Not less than [3] projects	G
	Not less than [12] years (professional); or Not less than [17] years (academic)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

^ Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.
- (ii) To add additional tables if required.
- (iii) To elaborate “Relevant Job Reference” in view of the specific nature of the project where appropriate.
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

The minimum requirements on qualification and experience of individual categories of staff are shown in Table 2 below. Only the qualification and experience obtained by the proposed staff on or before the closing date of submission of Expression of Interest (or if it has been extended, the extended date) for this tender shall be counted.

Table 2: Minimum Requirements on Qualification and Experience

Staff category	Route	Minimum academic / professional qualifications	Minimum experience requirement
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience

[Guidance Note: Include other categories of staff if required.]

- (1) The consultant shall submit, together with its expression of interest/consultancy proposal*, a copy of its ISO 9001:2015 certificate acceptable to the Employer showing the scope of certification and a statement either:
 - (A) confirming that no area/aspect in the consultancy agreement which its quality system specifically excludes; or
 - (B) disclosing the areas/aspects in the consultancy agreement which its quality system specifically excludes.
- (2) Subject to the following paragraphs, submissions from consultants who have not obtained ISO 9001:2015 certification on or before the date of this invitation may not be considered.
- (3) If the consultant, due to circumstances beyond its control, has not obtained ISO 9001:2015 certification but a full review of the Quality Manual of its Hong Kong office has been carried out in Hong Kong by a certification body acceptable to the Employer and such Quality Manual has been confirmed by the certification body as being in conformity with the requirements of ISO 9001:2015 standard on or before the date of this invitation, the submission by the consultant will still be considered provided that the consultant shall undertake in writing if it is awarded the consultancy agreement, to book within three months of the award of the consultancy agreement, the date of audit for the ISO 9001:2015 certification with the certification body; with detailed documented quality system procedures ready at the time of booking. The booking of the audit shall be a condition precedent to the consultant's entitlement to any payment or any further payment of fees under the consultancy agreement.
- (4) If the consultant whose scope of certification excludes site activities service which is required to be provided by the consultant under the consultancy agreement, its submission will be considered to be non-conforming in respect of the certification requirements. If the consultant can prove to the satisfaction of [name of the department concerned] that such exclusion is due to circumstances beyond its control, the proposal may still be considered to be conforming in respect of the certification requirements provided that the consultant shall undertake in writing that if the consultant is awarded the consultancy agreement, it shall apply within three months of the award of the consultancy agreement to the certification body for revision of its current scope to cover site activities service; with detailed documented quality system procedures ready at the time of applying for revision. The submission of an application for revision of the scope of its ISO 9001:2015 certification to cover site activities service shall be a condition precedent to the consultant's entitlement to any payment or any further payment of fees under the consultancy agreement.
- (5) If the consultant is a joint venture, the consultant shall submit, together with its expression of interest/consultancy proposal*, a statement declaring that it shall implement the quality system of one of its participants or shareholders, and specifying which one. The reference to ISO 9001:2015 certificate, ISO 9001:2015 certification and Quality Manual referred to in (1) to (4) above shall refer to that of the specified participant or shareholder. The consultant shall also submit a copy of the written notification to the certification body of the specified participant or shareholder that the joint venture shall implement the quality system by the specified participant or shareholder and the written agreement of all participants, or as the case may be, shareholders of the joint venture that the activities of the joint venture shall be subject to the surveillance of the certification body.

* Delete whichever inappropriate

Guidelines for the Preparation of Staffing Proposal

Consultants shall complete the standard form attached to this Annex for compliance with the following requirements:

- (a) Curriculum vitae of the proposed core personnel shall be submitted with the EOI proposal.
- (b) Consultants shall indicate their proposed core personnel to be deployed by them or by their sub-consultants in this Assignment and shall declare the employment status of their proposed fulltime and non-fulltime core personnel / and those of their sub-consultants. For non-fulltime core personnel, consultants shall provide an undertaking signed by the non-fulltime core personnel confirming the percentage of time of their involvement if the Consultancy is awarded to the consultant concerned. Non-fulltime core personnel shall include, but not be limited to:
 - (1) freelance staff who serve other firms as independent consultants,
 - (2) fulltime staff who occasionally serve other firms as part-time staff, and
 - (3) staff who would be hired if the consultant was awarded the consultancy agreement.
- (c) Consultants shall declare the current work commitment of their proposed core personnel / and the core personnel proposed by their sub-consultants in ongoing AACSB consultancy agreements.
- (d) Consultants shall indicate the specific calendar weeks/months during which their named core personnel will NOT be available for the Consultancy.
- (e) For the purpose of preparing staffing proposal, “core personnel” shall mean those consultant’s staff such as project managers, partners in charge, project directors or specialists.

Consultant's Declaration of Staffing Proposal in Expression of Interest Submission

Consultancy Agreement No. :

Title:

- (a) We confirm that the following staff are core personnel to be deployed by us or our sub-consultants in this Assignment and the following information on our proposed **CORE PERSONNEL** / and those of our sub-consultants* is true:

No.	Name	HKID No.	Core Personnel Designation [e.g. Project Manager or Project Director or Team Leader]	Staff Category [e.g. P/D or CP or SP]	Fulltime/ Non-fulltime (F/N)	Current Work Commitment in Ongoing AACSB Consultancy Agreements	Calendar Weeks/Months During Which the Staff Will Not be Available	Degree of Involvement (For Non-fulltime Core Personnel ONLY)	
								% of Staff's Overall Working Time	Signature of Staff
1.									
2.									
3.									
4.									
5.									

(Name of the Consultant)

(Signature)

(Name and Post of the Signatory)

(Date).....

* Delete as appropriate

A Worked Example for the Scenario Analysis to Select the Highest Total of the Combined Scores

[Guidance Note: This example is based on three consultancy agreements to be awarded to three different consultants, i.e. a consultant will be awarded only one of these consultancy agreements. Project officer shall amend this example where appropriate.]

Example 1 – One consultant gains the highest combined scores in two agreements and another consultant gains the highest combined score in the remaining agreement

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant C	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant B	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant A	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for Agreement I and Agreement II, and Consultant C gains the highest combined score for Agreement III. As Consultant C attains the highest combined score in only Agreement III, Agreement III will be awarded to Consultant C. Meanwhile, Agreement I and Agreement II cannot be both awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the two possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Total of Combined Scores
Combination 1			
Consultant	Consultant A	Consultant B	
Combined Score	100.00	89.00	189.00
Combination 2			
Consultant	Consultant B	Consultant A	
Combined Score	83.50	91.00	174.50

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant B and Consultant C respectively.

Example 2 – One consultant gains the highest combined scores in two agreements, and another consultant gains the highest combined score in the remaining agreement where this consultant gains the second highest combined scores in the other two agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant B	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant C	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for Agreement I and Agreement II, and Consultant B gains the highest combined score for Agreement III. As Consultant B attains the highest combined score in only Agreement III, Agreement III will be awarded to Consultant B. Meanwhile, Agreement I and Agreement II cannot be both awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) For Agreement I and Agreement II, although Consultant B gains the second highest combined score, as Consultant B will be awarded with Agreement III as stated above, and the maximum number of awarded agreements for each consultant is one only, Consultant B would not be further considered for award in Agreement I and Agreement II, and thus, the third highest ranked consultants in Agreement I and Agreement II would need to be taken into account. By taking into account the third highest ranked consultants, the two possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Total of Combined Scores
Combination 1			
Consultant	Consultant A	Consultant C	
Combined Score	100.00	83.50	183.50
Combination 2			
Consultant	Consultant C	Consultant A	
Combined Score	83.00	91.00	174.00

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant B respectively.

Example 3 – One consultant gains the highest combined scores in all agreements, and three different consultants gain the second highest combined scores in the agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant C	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant D	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant B	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant C	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the three possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1				
Consultant	Consultant A	Consultant C	Consultant D	
Combined Score	100.00	89.00	91.00	280.00
Combination 2				
Consultant	Consultant B	Consultant C	Consultant A	
Combined Score	83.50	89.00	97.00	269.50
Combination 3				
Consultant	Consultant B	Consultant A	Consultant D	
Combined Score	83.50	91.00	91.00	265.50

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant D respectively.

Example 4 – One consultant gains the highest combined scores in all agreements, and one consultant gains the second highest combined scores in two agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant C	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant D	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant E	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant B	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the three possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1				
Consultant	Consultant A	Consultant B	Consultant C	
Combined Score	100.00	89.00	91.00	280.00
Combination 2				
Consultant	Consultant B	Consultant B	Consultant A	
Combined Score	83.50	89.00	97.00	269.50
Combination 3				
Consultant	Consultant B	Consultant A	Consultant C	
Combined Score	83.50	91.00	91.00	265.50

Combination 2 would not be considered as the maximum number of awarded agreements for each consultant is only one. Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant B and Consultant C respectively.

Example 5 – One consultant gains the highest combined scores in all agreements, and one consultant gains the second highest combined scores in all agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant B	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant C	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) If the second highest ranked consultants are taking into consideration, there is no combination that could fulfill the requirement that the maximum number of awarded agreements for each consultant is only one, as one consultant gains the second highest combined scores in all agreements. Thus, the third highest ranked consultants would need to be taken into consideration. By taking into account the third highest ranked consultants, the six possible combinations of tenders are illustrated as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1a				
Consultant	Consultant A	Consultant B	Consultant C	
Combined Score	100.00	89.00	81.50	270.50
Combination 1b				
Consultant	Consultant A	Consultant C	Consultant B	
Combined Score	100.00	83.50	91.00	274.50
Combination 2a				
Consultant	Consultant C	Consultant B	Consultant A	
Combined Score	83.00	89.00	97.00	269.00
Combination 2b				
Consultant	Consultant B	Consultant C	Consultant A	
Combined Score	83.50	83.50	97.00	264.00
Combination 3a				
Consultant	Consultant B	Consultant A	Consultant C	
Combined Score	83.50	91.00	81.50	256.00
Combination 3b				
Consultant	Consultant C	Consultant A	Consultant B	
Combined Score	83.00	91.00	91.00	265.00

Combination 1b, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant B respectively.

To: The Government of the Hong Kong Special Administrative Region (“**Government**”)

Date: _____

Dear Sir/Madam,

Agreement No.:

Title:

Letter of Anti-collusion Undertaking

[I/We]*, [**【 Name of the consultant 】** of **【 Address of the consultant 】**] ¹, refer to [my/our] expression of interest submission for the above Agreement.

[I/We]* confirm that, before [I/we]* sign this letter, [I/we]* have read and fully understand this letter.

[I/We]* represent and warrant that in relation to the expression of interest submission for the above Agreement:

- (i) [I/We]* have not made and will not make any arrangement with any person as to whether [I/we]* or that other person will or will not submit expression of interest submission ; and
- (ii) [I/We]* have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the bidding process.

[I/We]* shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

In this letter, the expression “Excepted Communications” means [my/our]* communications in strict confidence with:

- (i) [my/our]* sub-consultants to solicit their assistance in preparation of the expression of interest submission ; and
- (ii) [my/our]* bankers in relation to financial resources for the Agreement.

Signed for and on behalf of [name of the consultant]

By [name and position of the signatory]²:

Name of Witness:

Signature of Witness:

Occupation:

Remarks:

* Delete as appropriate.

1. Where the consultants comprise two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
2. Where the consultants comprise two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign Government contracts on behalf of that person or as the case may be company.

RESTRICTED (CONTRACT)M E M O

From <u>*Assistant / Project Director ()</u>	To <u>Chairman, CAP thro' Secretary, CAP</u>
Ref. _____	
Tel. No. _____	Your Ref. _____
Date _____	dated _____

ARCHITECTURAL SERVICES DEPARTMENT CONSULTANTS APPOINTMENTS PANEL (CAP)
APPOINTMENT OF A CONSULTANT

STAGE I SUBMISSIONAgreement No.Programme No./Project Title :

Additional Paper Attached
(Insert Appendix Reference in Box)

Scope of Project ☐

Modular Integrated Construction (MiC) enabled clauses ☐

(Note: Building types including staff quarters, hostels, Residential and Care Homes, schools, office buildings and medical facilities shall adopt MiC according to DEVB TC(W) No. 2/2020)

Clauses on NEC construction contracts [for ArchSD projects only] ☐

Scope of Consultancy ☐

Consultancy Programme ☐

Endorsement of AD/PD to use Conventional Approach [for ArchSD projects only] ☐

(Note: ArchSD officers shall follow the procedures stipulated in Appendix 34 to seek endorsement from AD/PD on which approach should be adopted in this agreement.)

Consultants Short-list ☐

Short-listing Criteria ☐

(Note: Refer to Section 3.23 of the AACSB Handbook for rounding marks in tender evaluation.)

STAGE I SUBMISSIONAgreement No.Programme No./Project Title :Technical / Consultancy Fee / Fee Quality Weighting ☐

(Note: Justifications for determining the Technical / Consultancy Fee / Fee Quality weighting shall be given here. Factors such as number of disciplines required, special emphasis on technical input and complexity of the consultancy could be taken into account when giving the justifications. Refer to Section 3.14 of the AACSB Handbook for appropriate Technical / Consultancy Fee / Fee Quality weightings.)

Technical Assessment Criteria..... ☐

For the technical assessment criteria, a period of (*5 to 10 years) of relevant consultant's experience has been endorsed by *AD/PD. *amend as appropriate

Estimated Project Value ☐

(This should be the estimated basic value of works which includes contingencies but excludes consultancy fees and F&E)

Estimated Fees ☐

(Show calculation of estimated fees by referring to the worked example at this Appendix 3.2)

Estimated Manpower Input ☐

(Show calculation of estimated manpower inputs by referring to the worked example at this Appendix 3.2)

Confirmation with the Client Department on the project scope that the "Estimated Fees" is based upon before inviting bidders (Refer to Section 3.22(a) of the AACSB Handbook) ☐

Fee Basis ☐Weighting of staff composition ☐

(Justifications for determining the weighting of staff composition shall be given here. For assessing the relative importance of the experience of staff in a manpower proposal, the procuring department should determine specific weightings of staff composition taking into account the nature, complexity and other circumstances of the assignment. In assessing the manpower proposals, the six categories of staff shall be divided into three groups, being P/D and CP, SP and P, and AP and T staff, with typical weightings of 6:3:1 respectively. Having regard to the level of expertise and composition of manpower input required for the Services, other suitable weightings can be assumed.)

STAGE I SUBMISSIONAgreement No.Programme No./Project Title :

Defining Degree of Non-compliance with Minimum Academic/Professional Qualifications and/or Minimum Experience and the associated multipliers to be applied for the assessment of the “adequacy of professional and technical manpower input”.

☐

Conflict of Interest Declaration Form

☐

Proforma for the presentation of Fee Proposals

☐

Notional Value for Additional Services.....

☐

(show the notional number of man-hours and the estimated time charge rates for additional Services for all categories of staff)

Estimated Notional RSS on-cost Charges.....

☐

(show the notional number of man-months and the estimated RSS on-cost rates for all categories of staff)

Endorsement of RSS Establishment

☐

(Note: Refer to Section 7.2 of the AACSB Handbook)

Availability of Funding.....

☐

(Note: By the adoption of parallel tendering, submissions of Expression of Interest and Technical & Fee Proposals will be invited for a consultancy agreement unless exempted by relevant approving authority with justifications all in accordance with Section 3.1(b) of the AACSB Handbook.)

Confirmation of Authority to Employ Consultants.....

☐

Approval of Composition of Assessment Panel

☐

Reasons for Assessment Panel Members having unequal weightings (if applicable).....

☐

Discussion on widely differed marks (see Section 3.4.1 (b) of the AACSB Handbook) (if applicable)

☐

STAGE I SUBMISSIONAgreement No.Programme No./Project Title :Payment Schedule (see Section 5.6 of the AACSB Handbook)

The payment schedule in the Schedule of Fees has been reviewed and endorsed by

*AD/PD

(Refer to Section 5.6.3 of the AACSB Handbook)

☐*[Detailed justification shall be given here if the % of time-linked payment exceeds 30%.**(Refer to Section 5.6.2(d))]*☐

Consultants' comment/feedback received during the EOI stage.

(The corresponding actions taken shall be specified here) (Refer to Section 5.6.4 of the AACSB Handbook)☐

Others (Please specify).....

☐*(* delete as appropriate)*

Submission

prepared by : _____

Assistant Director/ Project Director

()

Post : _____

Telephone No. : _____

Endorsed by the Consultants Appointments Panel [CAP] (For Office Use Only)

<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border-top: 1px solid black; margin-bottom: 5px;"></div> Assistant Director (Quantity Surveying) Chairman, Consultants Review Committee </div> <div style="width: 45%;"> <div style="border-top: 1px solid black; margin-bottom: 5px;"></div> Deputy Director of Arch Services Chairman, CAP </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;">Date _____</div> <div style="width: 45%;">Date _____</div> </div>

N.B. All officers who are involved in the assessment and recommendation for selection of consultant for this Agreement are required to complete the Conflict of Interest Declaration Form and attach the completed form along with this Stage I Submission.

Calculation of Consultants'/Sub-consultants' Performance Marks

Table 1 below showing consultants'/sub-consultants' Past Performance Rating [PPR] and performance marks **should be included** as part of the Stage I Submission.

	Con 1	Con 2	Con 3	Con 4	Con 5	Con 6	Con 7	Con 8	Con 9
Lead Consultant's PPR									
SE Sub-Consultant's PPR									
BS Sub-Consultant's PPR									
LA Sub-Consultant's PPR									
Overall Sub-Consultants' PPR									
Marks in other sessions excluding the "past performance" section (Weighting: * %)									
Lead Consultant's Performance Mark (Weighting: * %)									
Sub-Consultants' Performance Mark (Weighting: * %)									

Table 1

* insert as appropriate

Table 2 below is a worked example showing various ways of conversion of PPR into performance marks under different scenarios according to the rules stated in Appendix B of DEVB TC(W) No. 2/2016.

	Consultant 1	Consultant 2	Consultant 3	Consultant 4
Lead Consultant's PPR	40.00	50.00	60.00	No PPR
SE Sub-consultant's PPR	41.00	42.00	No PPR	No PPR
BS Sub-consultant's PPR	51.00	52.00	No PPR	No PPR
LA Sub-consultant's PPR	61.00	No PPR	No PPR	No PPR
Overall Sub-consultants' PPR	51.00 ^{note 1(a)}	47.00 ^{note 1(a)}	60.00 ^{note 2(a)}	N/A ^{note 3}
Marks in other sessions excluding the "past performance" section (Weighting: 75%)	65.00	68.00	70.00	72.00
Lead Consultant's Performance Mark (Weighting: 15%)	10.00 ^{note 4}	12.50 ^{note 4}	15.00 ^{note 4}	14.40 ^{note 5}
Sub-Consultants' Performance Mark (Weighting: 10%)	8.50 ^{note 1(b)}	7.83 ^{note 1(b)}	10.00 ^{note 2(b)}	9.60 ^{note 5}

Table 2

Notes

1. All or Some Sub-consultants Have PPR

(a) Overall Sub-consultants' PPR = Average PPR of all sub-consultants who have PPR

Overall sub-consultants' PPR of Consultant 1 = $(41 + 51 + 61) / 3 = 51$

Overall sub-consultants' PPR of Consultant 2 = $(42 + 52) / 2 = 47$

(b) Sub-consultants' Performance Mark = Weighting of Past Performance x PPR / Highest PPR

Performance Mark of Consultant 1's sub-consultants = $10 \times 51/60 = 8.5$

Performance Mark of Consultant 2's sub-consultants = $10 \times 47/60 = 7.83$

2. All Sub-consultants Have No PPR but the Lead Consultant Has PPR

(a) Overall Sub-consultants' PPR = Lead Consultant's PPR

Overall sub-consultants' PPR of Consultant 3 = 60

(b) Performance Mark of Consultant 3's sub-consultants = $10 \times 60/60 = 10$

3. All Sub-consultants and the Lead Consultant Have No PPR

PPR not applicable. The sub-consultants' performance mark should be calculated directly according to the rule stated in Note 5 below.

4. Lead Consultant Has PPR

Performance Mark = Weighting of Past Performance x PPR / Highest PPR

Consultant 1's performance mark = $15 \times 40 / 60 = 10$

Consultant 2's performance mark = $15 \times 50 / 60 = 12.5$

Consultant 3's performance mark = $15 \times 60 / 60 = 15$ (scored full mark because of the highest PPR among all bidders)

5. Lead Consultant Has No PPR

Performance Mark

= Marks in other sections excluding the "past performance" section
x Weighting of Performance Mark / Weighting of other sections

Performance Mark of Consultant 4 = $72 \times 15\% / 75\% = 14.4$

Performance Mark of Consultant 4's sub-consultants = $72 \times 10\% / 75\% = 9.6$

RESTRICTED (CONTRACT)**CONFLICT OF INTEREST DECLARATION FORM**

Declaration and Undertakings by Officers Involved in Preparing Tender Documentation including Tender Specifications and Assessing Tenders (SPR 186)

[Guidance Note: This form must be submitted along with the Stage I Submission to AACSB if Conventional Approach is used or the Submission to CAP before inviting technical and fee proposals if Formula Approach is used.]

Agreement No. _____

Project Title: _____

Section IA – “WITHOUT conflict of interest” Declaration:

I hereby declare that there is no conflict of interest, whether actual, potential or perceived, between my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders, and my financial, professional, commercial, personal or other interests.

2. I undertake to –

- (a) hold in strict confidence all tender information that I have access to through my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive, restricted or confidential information relating to a tender;
- (b) refrain from making any unauthorised disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
- (c) declare any actual or perceived conflict of interest with my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
- (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.

3. The undertakings in paragraphs 2(a) and (b) above shall not apply :

- (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
- (b) to any communications or disclosures caused or permitted by me to colleagues in the Government who are or are expected to be involved in the course of their official duties in the captioned tender exercise or parts thereof.

4. I understand that I may be subject to disciplinary action should I make a false declaration or fail to observe any of my above undertakings.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

Section IIA – Confirmation of receipt of “WITHOUT conflict of interest” declaration:

[Guidance Note: To be completed by an officer at least one rank above the officer who has made declaration in Section IA.]

It is noted that there is no conflict of interest as declared by the above officer.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

RESTRICTED (CONTRACT)

CONFLICT OF INTEREST DECLARATION FORM

[Guidance Note: This form must be included in the Stage I Submission to AACSB if Conventional Approach is used or the Submission to CAP before inviting technical and fee proposals if Formula Approach is used whenever a conflict of interest is declared by an officer in relation to the tendering exercise of this Agreement.]

Agreement No. _____

Project Title: _____

Section IB – “WITH conflict of interest” Declaration:

In accordance with the SPR 186, I declare that there is a conflict of interest (whether actual, potential or perceived) arising between my official duties and my private interests in the preparation of tender documentation including tender specifications and the assessment of tenders for the above Agreement, with details as given below:

2. Notwithstanding the conflict of interest as declared above, I undertake to –
 - (a) hold in strict confidence all tender information that I have access to through my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive, restricted or confidential information relating to a tender;
 - (b) refrain from making any unauthorised disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
 - (c) declare any actual or perceived conflict of interest with my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
 - (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.
3. The undertakings in paragraphs 2(a) and (b) above shall not apply :
 - (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
 - (b) to any communications or disclosures caused or permitted by me to colleagues in the Government who are or are expected to be involved in the course of their official duties in the captioned tender exercise or parts thereof.

4. I understand that I may be subject to disciplinary action should I make a false declaration or fail to observe any of my above undertakings.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

Section IIB – Confirmation of receipt of “WITH conflict of interest” declaration and record of remedial action taken:

[Guidance Note: To be completed by the respective Assistant Director or Project Director]

It is noted that a conflict of interest (whether actual, potential or perceived) exists as declared by the above officer and *the officer has been instructed to cease any further involvement in the tendering exercise of the captioned Agreement with immediate effect. / *the following remedial action has been taken : / *no remedial action has been taken as it is considered that the above officer’s official duties will not be affected due to the following reasons:

* Delete as appropriate

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

Programme No. :

Project Title :

Consultancy :

Estimated Value of Work	\$M	Consultancy Required (Tick Box)				
		Arch	BS	SE	QS	Others
Site Works - Piling / Site Formation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drainage and External Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contingencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Items Relevant to Individual Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Base Value of Work	=====					

Consultancy

Estimated Fee = Base Value of Work x Fee Percentage

Base Value of Work	.....	.....	.....	.....	.....
Fee Percentage *	.....	.....	.....	.....	.....
Estimated Fee *	=====	==	==	==	==

Cashflow of Estimated Fee

		\$M	%
Workstage 1	Inception/Feasibility	.....	.....
Workstage 2	Outline Proposals / Sketch Plan	.....	.....
Workstage 3	Detail Design	.....	.....
Workstage 4	Documentation / Tendering	.....	.....
Workstage 5	Construction Supervision	.....	.....
Workstage 6	Post Handover Services	.....	.....
		<u>.....</u>	<u>100%</u>

* Detailed calculations (see example overleaf) must be submitted.

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

Example: A Sports Centre and Public Library at Yuen Long with an estimated project value about \$400M. An architectural lead consultant with BS, SE, LA and GE sub-consultants would be invited in March 2014.

1. Fee estimation based on the percentage of fee to project value of the awarded consultancies

Agreement	Project title	Tender Date (mm/yy)	Project value ^{Note 1} (\$ M)	% of fee to project value
				Based on Awarded fee ^{Note 1}
9AYXXX	District Open Space & Sports centre	09/12	261.4	5.4
9AYXXX	Sports Centre & Public Library	10/12	382.4	4.1
9AAXXX	Swimming Pool Complex	01/13	377.6	4.6
Average fee %				14.1
				4.7%

Table 1.1

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

In view of the current upward trend of consultancy fee, it is anticipated that the overall consultancy fee would be further increased by 8% in the coming 6 months. The predicted overall % of consultancy fee at time of tender is therefore = $4.7\% \times (1 + 8\%) = \mathbf{5.08\%}$.

$$\begin{aligned} \text{Estimated total fee (based on market prices):} & \quad \$400\text{M} \times 5.08\% \\ & = \quad \mathbf{\$20.32\text{M}} \quad (5.08\%)* \end{aligned}$$

$$* \quad \text{Fee percentage} = \frac{\text{Estimated total fee}}{\text{Estimated basic value of work}} \times 100\%$$

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

2. Fee estimation based on the manpower input required

The project officer shall calculate the estimated staff costs by determining:

- (a) the manpower resources of professional staff and technical staff required under the six categories defined in Appendix 37;
- (b) the monthly staff rates for each category of staff; and
- (c) period of involvement for each category of staff.

A worked example is set out below for reference. The figures for the number of staff for each discipline and category of staff, the period of involvement and the monthly staff rates are for illustration purpose only. Project officer shall determine the figures based on past projects, prevailing market prices, market trend, experience and their own judgement.

The Secretary of AACSB will compile information on the staff rates of the six categories of the lump sum fees of the awarded consultancy agreements. Project officer may determine the monthly staff rates by making reference to such statistics which can be obtained from the “Staff Rates on Awarded Fees of AACSB Consultancies” maintained under the ArchSD QSB intranet.

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

2.1

Architectural

Staff	Category Note 2	Monthly Staff Rate Note 3 (\$/man-month)	No. of Staff	Manpower [#] (man-month)	Total staff costs
Partners/Directors	P/D	\$150,000	1	1.44	\$216,000
Chief Architect	CP	\$130,000	1	7.2	\$936,000
Senior Architect	SP	\$90,000	1	24	\$2,160,000
Architect	P	\$70,000	1	42	\$2,940,000
Assistant Architect	AP	\$50,000	1	39.6	\$1,980,000
Technical staff / Draftsman	T	\$25,000	3	38.4	\$2,880,000
Total staff costs:					\$11,112,000

[#] The manpower is based on the estimated resources in Table 2.1B.

Table 2.1A

Manpower	Partners / Directors	Chief Architect	Senior Architect	Architect	Assistant Architect	Technical staff / Draftsman
Category ^{Note 5}	P/D	CP	SP	P	AP	T
Design + Construction (month)	48	48	48	48	48	48
% Involvement	3%	15%	50%	85%	80%	80%
Maintenance Period (month)	12	12	12	12	12	12
% Involvement	0%	0%	0%	10%	10%	0%
Total (month)	1.44	7.2	24	42	39.6	38.4
%	0.9%	4.7%	15.7%	27.5%	25.9%	25.2%

Table 2.1B

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

2.2 Building Services

Staff	Category Note 2	Monthly Staff Rate Note 3 (\$/man-month)	No. of Staff	Manpower [#] (man-month)	Total staff costs
Partners/Directors	P/D	\$150,000	1	1.44	\$216,000
Chief BSE	CP	\$130,000	0	0	\$0
Senior BSE	SP	\$90,000	1	7.2	\$648,000
BSE	P	\$70,000	1	15	\$1,050,000
Assistant BSE	AP	\$50,000	1	13.2	\$660,000
Technical staff / Draftsman	T	\$25,000	4	12	\$1,200,000
Total staff costs:					\$3,774,000

[#] The manpower is based on the estimated resources in Table 2.2B.

Table 2.2A

Manpower	Partners / Directors	Chief BSE	Senior BSE	BSE	Assistant BSE	Technical staff / Draftsman
Category ^{Note 5}	P/D	CP	SP	P	AP	T
Design + Construction (month)	48	48	48	48	48	48
% Involvement	3%	0%	15%	30%	25%	25%
Maintenance Period (month)	12	12	12	12	12	12
% Involvement	0%	0%	0%	5%	10%	0%
Total (month)	1.44	0	7.2	15	13.2	12
%	2.9%	0%	14.7%	30.7%	27.0%	24.6%

Table 2.2B

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

2.3 Structural Engineering / Geotechnical Engineering

Staff	Category Note 2	Monthly Staff Rate Note 3 (\$/man-month)	No. of Staff	Manpower [#] (man-month)	Total staff costs
Partners/Directors	P/D	\$150,000	1	0.9	\$135,000
Chief SE/GE	CP	\$130,000	1	3	\$390,000
Senior SE/GE	SP	\$90,000	0	0	\$0
SE/GE	P	\$70,000	1	16.5	\$1,155,000
Assistant SE/GE	AP	\$50,000	2	13.5	\$1,350,000
Technical staff / Draftsman	T	\$25,000	3	12	\$900,000
Total staff costs:					\$3,930,000

[#] The manpower is based on the estimated resources in Table 2.3B.

Table 2.3A

Manpower	Partners / Directors	Chief SE/GE	Senior SE/GE	SE/GE	Assistant SE/GE	Technical staff / Draftsman
Category ^{Note 5}	P/D	CP	SP	P	AP	T
Design + Construction (before structural works completed) (month)	30	30	30	30	30	30
% Involvement	3%	10%	0%	50%	40%	40%
Construction (after structural works completed) + Maintenance Period (month)	30	30	30	30	30	30
% Involvement	0%	0%	0%	5%	5%	0%
Total (month)	0.9	3	0	16.5	13.5	12
%	2.0%	6.5%	0%	35.9%	29.4%	26.1%

Table 2.3B

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

2.4 Landscape Architectural

Staff	Category Note 2	Monthly Staff Rate Note 3 (\$/man-month)	No. of Staff	Manpower [#] (man-month)	Total staff costs
Partners/Directors	P/D	\$150,000	1	0.96	\$144,000
Chief LA	CP	\$130,000	0	0	\$0
Senior LA	SP	\$90,000	1	5.4	\$486,000
LA	P	\$70,000	0	0	\$0
Assistant LA	AP	\$50,000	0	0	\$0
Technical staff / Draftsman	T	\$25,000	1	4.8	\$120,000
Total staff costs:					\$750,000

[#] The manpower is based on the estimated resources in Table 2.4B.

Table 2.4A

Manpower	Partners / Directors	Chief LA	Senior LA	LA	Assistant LA	Technical staff / Draftsman
Category ^{Note 5}	P/D	CP	SP	P	AP	T
Design + Construction (month)	48	48	48	48	48	48
% Involvement	2%	0%	10%	0%	0%	10%
Maintenance Period (month)	12	12	12	12	12	12
% Involvement	0%	0%	5%	0%	0%	0%
Total (month)	0.96	0	5.4	0	0	4.8
%	8.6%	0%	48.4%	0%	0%	43%

Table 2.4B

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

2.5 Counter-check

The total estimated fee based on the estimated manpower is:

Discipline	Estimated Staff Costs
Architectural	\$11,112,000.00
Building Services	\$3,774,000.00
Structural Engineering / Geotechnical Engineering	\$3,930,000.00
Landscape Architectural	\$750,000.00
Total Estimated Staff Costs :	\$19,566,000.00

Conclusion :

1. Since the total estimated staff costs of \$19.566M is only 3.7% lower than the estimated total fee (based on market prices) of \$20.32M, the estimated manpower is considered reasonable.
2. The summary of estimated manpower input and the staff rates for the different categories of staff in the lump sum/percentage fee is shown below:

Staff Category	Arch (man-month)	BS (man-month)	SE/GE (man-month)	LA (man-month)	Total (man-month)
Partners/Directors (P/D)	1.44	1.44	0.90	0.96	4.74
Chief Professional (CP)	7.20	-	3.00	-	10.20
Senior Professional (SP)	24.00	7.20	-	5.40	36.60
Professional (P)	42.00	15.00	16.50	-	73.50
Assistant Professional (AP)	39.60	13.20	27.00	-	79.80
Technical (T)	115.20	48.00	36.00	4.80	204.00
Total:	229.44	84.84	83.40	11.16	408.84

Worked Example of the Method for Estimating Consultancy Fees & Manpower Required

Staff Category	Arch (man-week)	BS (man-week)	SE/GE (man-week)	LA (man-week)	Total# (man-week)
Partners/Directors (P/D)	6.24	6.24	3.90	4.16	20.54
Chief Professional (CP)	31.20	-	13.00	-	44.20
Senior Professional (SP)	104.00	31.20	-	23.40	158.60
Professional (P)	182.00	65.00	71.50	-	318.50
Assistant Professional (AP)	171.60	57.20	117.00	-	345.80
Technical (T)	499.20	208.00	156.00	20.80	884.00
Total:	994.24	367.64	361.40	48.36	1,771.64

[Note: A conversion factor of 4.3333 (i.e. 52/12) shall be adopted when converting the unit of “man-month” to “man-week”.]

Staff Category	Staff Costs (a) (\$)	Manpower (b) (man-week)	Staff Rates# (a)/(b) (\$/man-week)
Partners/Directors (P/D)	711,000	20.54	34,615.38
Chief Professional (CP)	1,326,000	44.20	30,000.00
Senior Professional (SP)	3,294,000	158.60	20,769.23
Professional (P)	5,145,000	318.50	16,153.85
Assistant Professional (AP)	3,990,000	345.80	11,538.46
Technical (T)	5,100,000	884.00	5,769.23
Total:	19,566,000	1,771.64	-

The procuring department’s estimated manpower input and the staff rates for each category of staff shall be used for the assessment of consultants’ proposals.

Notes

- Note 1:** The project value and awarded fees of AACSB consultancies can be obtained from the table of “Statistics on Awarded Fees of AACSB Consultancies” maintained under the ArchSD QSB intranet.
- Note 2:** The categories of staff shall refer to the minimum academic/professional qualification required for the staff as stipulated in Appendix 37.
- Note 3:** The monthly staff rates for each category of staff shall include the basic salaries, allowances, gratuity, bonus, overhead and profits of the consulting firms, etc.

RESTRICTED (CONTRACT)**MEMO**

From *Assistant/Project Director () Ref. _____ Tel. No. _____ Date _____	To Chairman, CAP thro' Secretary, CAP Your Ref. _____ dated _____
---	--

**REQUEST FOR ENDORSEMENT OF TECHNICAL ASSESSMENT
AND RELEASE OF FEE PROPOSALS**

Agreement No.Programme No./Project Title :

I should be grateful if you would endorse technical assessment of the captioned Consultancy Agreement as detailed in the attached Summary Report for Technical Proposals. Please release the consultants' fee proposals (, except the one submitted by _____,)* for combined assessment of technical and fee proposals by the Assessment Panel.

Additional Paper Attached
(Insert Appendix Reference in Box)

Summary Report for Technical Proposals..... ☐
 (NOTE: Fee proposals will be opened separately by the Chairman of AACSB)

Minutes of the Assessment Panel Meeting for the technical assessment..... ☐

Calculation of Manpower Proposals from Consultants ☐
 (Show the calculation of manpower proposed by the consultants and their respective marking given; similar to the worked example in Annex 1 to Appendix 6)

Others (Please specify)..... ☐

Approval from AACSB *is/is not required. [Department may, prior to opening fee proposals, request AACSB for endorsement of the results of the technical assessment in case the Assessment Panel has encountered some peculiar or controversial issues during the assessment of technical proposals.]

_____ *Assistant/Project Director ()	Submission prepared by : _____ Post : _____ Telephone No. : _____
---	---

Endorsed by CAP

_____ Assistant Director (Quantity Surveying) Chairman, Consultants Review Committee Date _____	_____ Deputy Director of Arch Services Chairman, CAP Date _____
--	--

* Delete if not appropriate

RESTRICTED (CONTRACT)

Agreement No. :

Consultancy :

Membership of Assessment Panel : (Officer A) - Chairman
(Officer B)
(Officer C)

Date of Panel Meeting :
(Attach minutes
as appropriate)

Technical Submissions

Received From : (Consultant I)
(Arrange the consultants in (Consultant II)
descending order of technical (Consultant III)
marks.) (Consultant IV)

Summary of Assessment of Technical Proposals

	Consultant I		Consultant II		Consultant III		Consultant IV	
	Marks	%	Marks	%	Marks	%	Marks	%
Consultant's Experience (Max. 5) [Notes 1 & 2]								
Response to the Brief (Max. 15) [Notes 1 & 2]								
Approach to Cost Effectiveness and Sustainability (Max. 25) [Notes 1 & 2]								
Methodology & Work Programme (Max. 30) [Notes 1 & 2]								
Innovation and Creativity (Max. 15) [Notes 1 & 2]								
Staffing (Max. 35) [Notes 1 & 2]								
Past Performance (Max. 25) [Notes 1 & 2]								
Total (Max. 100) [Note 2]								

Note 1 Average marks to be first calculated based on marks given by individual members of the assessment team. (Refer to Appendix B of DEVB TC(W) No.2/2016 for standard marking range of different assessment criteria.)

Note 2 Refer to Section 3.23 of the AACSB Handbook for rounding marks in tender evaluation.

* In the assessment of technical proposals, , the Assessment Panel considered that [Insert name of firm] is not technically competent to undertake the Agreement.[Justifications shall be provided in the Minutes of the Assessment Panel Meeting.] Accordingly, their fee submission shall be returned unopened.

* Delete if not appropriate

Calculation of Consultants'/Sub-consultants' Performance Marks

Table 1 below showing consultants'/sub-consultants' Past Performance Rating [PPR] and performance marks **should be included** as part of the submission for endorsement of technical assessment.

	Consultant 1	Consultant 2	Consultant 3	Consultant 4
Lead Consultant's PPR				
SE Sub-Consultant's PPR				
BS Sub-Consultant's PPR				
LA Sub-Consultant's PPR				
Overall Sub-Consultants' PPR				
Marks in other sessions excluding the "past performance" section (Weighting: * %)				
Lead Consultant's Performance Mark (Weighting: * %)				
Sub-Consultants' Performance Mark (Weighting: * %)				

Table 1

* insert as appropriate

Table 2 below is a worked example showing various ways of conversion of PPR into performance marks under different scenarios according to the rules stated in Appendix B of DEVB TC(W) No. 2/2016.

	Consultant 1	Consultant 2	Consultant 3	Consultant 4
Lead Consultant's PPR	40.00	50.00	60.00	No PPR
SE Sub-consultant's PPR	41.00	42.00	No PPR	No PPR
BS Sub-consultant's PPR	51.00	52.00	No PPR	No PPR
LA Sub-consultant's PPR	61.00	No PPR	No PPR	No PPR
Overall Sub-consultants' PPR	51.00 ^{note 1(a)}	47.00 ^{note 1(a)}	60.00 ^{note 2(a)}	N/A ^{note 3}
Marks in other sessions excluding the "past performance" section (Weighting: 75%)	65.00	68.00	70.00	72.00
Lead Consultant's Performance Mark (Weighting: 15%)	10.00 ^{note 4}	12.50 ^{note 4}	15.00 ^{note 4}	14.40 ^{note 5}
Sub-Consultants' Performance Mark (Weighting: 10%)	8.50 ^{note 1(b)}	7.83 ^{note 1(b)}	10.00 ^{note 2(b)}	9.60 ^{note 5}

Table 2

Notes

1. All or Some Sub-consultants Have PPR

(a) Overall Sub-consultants' PPR = Average PPR of all sub-consultants who have PPR

$$\text{Overall sub-consultants' PPR of Consultant 1} = (41 + 51 + 61) / 3 = 51$$

$$\text{Overall sub-consultants' PPR of Consultant 2} = (42 + 52) / 2 = 47$$

(b) Sub-consultants' Performance Mark = Weighting of Past Performance x PPR / Highest PPR

$$\text{Performance Mark of Consultant 1's sub-consultants} = 10 \times 51/60 = 8.5$$

$$\text{Performance Mark of Consultant 2's sub-consultants} = 10 \times 47/60 = 7.83$$

2. All Sub-consultants Have No PPR but the Lead Consultant Has PPR

(a) Overall Sub-consultants' PPR = Lead Consultant's PPR

$$\text{Overall sub-consultants' PPR of Consultant 3} = 60$$

(b) Performance Mark of Consultant 3's sub-consultants = $10 \times 60/60 = 10$

3. All Sub-consultants and the Lead Consultant Have No PPR

PPR not applicable. The sub-consultants' performance mark should be calculated directly according to the rule stated in Note 5 below.

4. Lead Consultant Has PPR

Performance Mark = Weighting of Past Performance x PPR / Highest PPR

Consultant 1's performance mark = $15 \times 40 / 60 = 10$

Consultant 2's performance mark = $15 \times 50 / 60 = 12.5$

Consultant 3's performance mark = $15 \times 60 / 60 = 15$ (scored full mark because of the highest PPR among all bidders)

5. Lead Consultant Has No PPR

Performance Mark

= Marks in other sections excluding the "past performance" section
x Weighting of Performance Mark / Weighting of other sections

Performance Mark of Consultant 4 = $72 \times 15\% / 75\% = 14.4$

Performance Mark of Consultant 4's sub-consultants = $72 \times 10\% / 75\% = 9.6$

SAMPLE MINUTES OF THE CONSULTANCY ASSESSMENT PANEL MEETING

RESTRICTED (CONTRACT)

**CONSULTANCY AGREEMENT NO. :
AGREEMENT TITLE :**

Minutes of the Consultancy Assessment Panel Meeting

Date:

Venue:

Attendance

Panel Members :	CA / CPM*	Chairman
	SA / SPM(A)*	
	SBSE / SPM (BS)*	
	SSE/ SPM(SE)*	
	Third Party Member	
	XXXXXX	Secretary

1. Members of the Assessment Panel

The Assessment Panel was established prior to inviting Expression of Interest Proposals. The Panel is chaired by an officer ranked not lower than D1 and composed of members not lower than the rank of senior professional from *(name(s) of department(s))* *and the third party member not lower than the rank of SEO from *(the name of the department nominating an officer to serve as a 3rd party member – please refer to the procedural arrangement stipulated in Appendix 2.2)*. The composition of the Panel and weighting of marks given by the members of the Panel are as follows: *(state weighting of marks given by each member of the Assessment Panel.)* (Note : refer to Section 3.2.2.3 of AACSB Handbook)

2. Conflict of Interest Declaration Forms

Conflict of Interest Declaration Forms have been completed by all members involved in the preparation of the tender documentations and assessment of tenders and are included in the Stage I Submission to AACSB.

*No conflict of interest is noted. / *Conflict of interest is noted and the officer having conflict of interest has been instructed to cease any further involvement in the tendering exercise of the captioned Agreement with immediate effect. / *Conflict of interest is noted and the following remedial action has been taken: / *Conflict of interest is noted but no remedial action has been taken as the AD/PD considered that the officer's official duties will not be affected due to the following reasons:

3. Marking Criteria of Technical Proposals

The marking criteria of technical proposals were in accordance with that approved by AACSB in Stage I submission.

4. Consolidation of Members' Assessment

Members of the Assessment Panel completed the previously distributed technical assessment marking sheets for the submissions from the shortlisted consultants before the meeting of the panel and the results were tabled at the meeting.

5. Marking of Technical Assessment

The marks given by the panel members on the submissions were compiled into a table format. The overall results were noted as being generally in line with individual member's assessment on the technical aspects of the submissions. Technical proposals submitted by the shortlisted consultants are considered as technically competent by the Assessment Panel *except the following consultant/consultants with justification provided: (*state the name of the consultant and relevant justifications for considering a consultant's technical proposal as technically incompetent*). Hence, fee assessment of the consultant concerned shall not proceed.

[Note: If the proportion of full mark given for the "adequacy of professional and technical manpower input" attribute is less than 0.6, the Assessment Panel should further consider carefully the suitability of the consultant in undertaking the assignment. If the consultant is considered to be unsuitable, the Assessment Panel shall make a recommendation to the AACSB whether the proposal should be rejected without opening the fee envelope.]

6. Strengths and Weaknesses of Each Technical Proposal

[Note: To facilitate the debriefing to unsuccessful bidders, the perceived strengths and weaknesses of each technical proposal discussed should be recorded.]

7. Conclusion

Members agreed that the Summary of Assessment of Technical Proposals could be submitted to CAP for *the opening of consultants' Fee Proposals/seeking AACSB's approval of the assessment results prior to opening of consultants' Fee Proposals.

Chairman

Date

Distribution:

Secretary

Date

* Delete as appropriate

SAMPLE MEMO TO REQUEST FOR RELEASE OF FEE PROPOSALS**RESTRICTED (CONTRACT)**

<u>MEMO</u>	
From Chairman, CAP Ref <i>in</i> Tel No Fax No Date	To Chairman AACSB thru' Secretary AACSB Your Ref <i>in</i> Dated Fax No

Agreement No. XX/XX
(Title of Agreement)

Results of Technical Assessment

I enclose for your reference the following:

- (a) a copy of the minutes of the assessment panel meeting for the technical assessment; and
- (b) Summary of assessment of technical proposals.

2. I should be pleased if you would release the consultants' fee proposals (, except the one submitted by _____,) * for combined assessment by the Assessment Panel. The Assessment Panel considers that all of the shortlisted consultants are capable of undertaking the assignment (except _____ because _____ as detailed in paragraph _____ of the above minutes of meeting).

()

Encl.

* omit as appropriate

RESTRICTED (CONTRACT)**M E M O**

From <u>*Assistant/Project Director ()</u>	To <u>Chairman, CAP thro' Secretary, CAP</u>
Ref. _____	
Tel. No. _____	Your Ref. _____
Date _____	dated _____

**ARCHITECTURAL SERVICES DEPARTMENT CONSULTANTS APPOINTMENTS PANEL (CAP)
APPOINTMENT OF A CONSULTANT**

STAGE II SUBMISSION – NOMINATION STAGE

Agreement No.
Programme No./Project Title :
Final Report

Recommended Consultant :

Fee proposed by recommended Consultant :

Fee Basis :

Additional Paper Attached
(Insert Appendix Reference in Box)

Minutes of the Assessment Panel Meeting for the technical assessment..... ☐

Assessment of Technical and Fee Proposals ☐

(Note: Refer to Section 3.23 of the AACSB Handbook for rounding marks in tender evaluation.)

Summary of Technical and Fee Proposals..... ☐

Availability of Funding..... ☐

Fee Analysis of Recommended Consultant (refer to the standard form in this Appendix) ☐

STAGE II SUBMISSION – NOMINATION STAGEAgreement No.Programme No./Project Title :Final Report

*Justifications for considering the recommended fee bid as reasonable and acceptable/ ☐

*Reasons for not considering the recommended fee bid as unreasonably low if either ratio of the lump sum fee / lump sum fee of the PTE or ratio of the lump sum fee / median of lump sum fees of all conforming bids (including the PTE) is less than 0.6

(Refer to Appendix 15 and attach an Assessment Checklist as appropriate)

Approval from the Head of Department for any minor refinement to the payment schedule ☐

(Note: Refer to Section 5.6.4 of the AACSB Handbook)

I confirm, to the best of my knowledge, that the need for safeguarding national security has been fully taken into account and the recommendation on the appointment to be accepted would not be contrary to the interest of national security. ☐

Others (Please specify) ☐

Submission prepared

*Assistant/Project Director ()

by :

Post :

Telephone No. :

Endorsed by CAP

Assistant Director (Quantity Surveying)
Chairman, Consultants Review Committee
Date _____

Deputy Director of Arch Services
Chairman, CAP
Date _____

* Delete if not appropriate

RESTRICTED (CONTRACT)**Architectural & Associated Consultants Selection Board**

Agreement No : _____

Title : _____

Summary of Technical and Fee Proposals

Consultant	Technical Score	(I)	(II)	(III)	(IV)	(V)	Fee Quality Score
		Fee (\$)	Total Adjusted Notional Value for Additional Services (\$)	Notional RSS Charges * (\$)	Notional RSS On-Cost Charges * (\$)	Assessed Fee (\$) <i>(V) = (I) + (II) + *(III) or *(IV)</i>	
A							
B							
C							
D							

Technical : Consultancy Fee : Fee Quality Weighting : _____ : _____ : _____

Assignment Awarded to : _____

The AD/PD shall notify the assessment results summarised above to each of the consultants who are technically competent. However, the names of the consultants, shown separately on the attached sheet, **SHALL NOT** be disclosed.

(Secretary, AACSB)

Date : _____

Distribution:

** Delete as appropriate*

Agreement No : _____
 Title : _____

Table A – Summary of Adjusted Notional Value for Additional Services

Consultant	Category of Consultant's staff	(a)	(b)	(c)
		Notional No. of Man-hours for Additional Services (Man-hours)	Adjusted All-Inclusive Time Charge Rates per Man-hour (\$/Man-hour)	Adjusted Notional Value for Additional Services (c) = (a) x (b) (\$)
A	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
B	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
C	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
D	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$

Agreement No : _____

Title : _____

Table B1 – Summary of Notional RSS Charges (i.e. for RSS Deployed by the Consultant)

Consultant	Category of RSS Deployed by the Consultant	(1)	(2)	(3)
		Notional No. of Man-months (Man-months)	All-Inclusive Rates per Man-month (\$/Man-month)	Notional RSS Charges (3) = (1) x (2) (\$)
A	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
B	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
C	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
D	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$

Agreement No : _____

Title : _____

Table B2 – Summary of Notional RSS On-cost Charges
(i.e. for RSS directly employed by the Consultant or Government Site Staff)
(Page 1 of 2)

Consultant	(x)	(y)	(z)
	Notional No. of Man-months for Respective rank of RSS or Government Site Staff (Man-months)	On-cost Rates per Man-month (\$/Man-month)	Notional RSS On-cost Charges (z) = (x) x (y) (\$)
A	R2 :		
	R3 :		
	R4 :		
	R5 :		
	R8 :		
	R9 :		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$
B	R2 :		
	R3 :		
	R4 :		
	R5 :		
	R8 :		
	R9 :		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$

Agreement No : _____

Title : _____

Table B2 – Summary of Notional RSS On-cost Charges
(i.e. for RSS directly employed by the Consultant or Government Site Staff)
(Page 2 of 2)

Consultant	(x)	(y)	(z)
	Notional No. of Man-months for Respective rank of RSS or Government Site Staff	On-cost Rates per Man-month	Notional RSS On-cost Charges
	(Man-months)	(\$/Man-month)	(z) = (x) x (y) (\$)
C	R2 :		
	R3 :		
	R4 :		
	R5 :		
	R8 :		
	R9 :		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$
D	R2 :		
	R3 :		
	R4 :		
	R5 :		
	R8 :		
	R9 :		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$

Agreement No : _____

Title : _____

Table C – Summary of Median Values of Rates and Manpower Input

The following figures are the median values of the relevant rates and manpower input used for assessing the Technical and Fee Proposals submitted.

Categories of Staff		Lump Sum / Percentage* Fee		Adjusted All-inclusive Time Charge Rate for Additional Services (\$/Man-hour)
		Staff Rate (\$/Man-week)	Manpower Input (Man-weeks)	
Partners/Directors	(P/D)			
Chief Professional	(CP)			
Senior Professional	(SP)			
Professional	(P)			
Assistant Professional	(AP)			
Technical	(T)			

Categories of RSS Deployed by the Consultant	All-inclusive Rate (\$/Man-month)
Professional Staff	
Technical Staff	
Clerical/General Staff	

Category of RSS Directly Employed by the Consultant (Refer to Schedule of Fees for the Respective Ranks)	All-inclusive On-cost Rate (\$/Man-month)
R2	
R3	
R4	
R5	

[Note: Please include the above table(s) as appropriate.]

Architectural & Associated Consultants Selection Board

Agreement No : _____

Title : _____

Consultant	Name
A	
B	
C	
D	

- [Note: 1. The name of consultants as listed above SHALL NOT be disclosed to any consultant when informing the assessment result of the Consultancy Agreement.*
- 2. This Summary of Technical and Fee Proposals shall be prepared by the procuring department and included in the Stage II Submission to AACSB.]*

Fee Analysis of Recommended Consultant

Agreement No. :

Project Title :

Estimated Project Value (HK\$)	Awarded Fees (HK\$)	% of Awarded Fees to Estimated Project Value	Average Weekly Charge Rates ^{Note 1} (HK\$)					
			Partners / Directors	Chief Professional	Senior Professional Staff	Professional Staff	Assistant Professional staff	Technical Staff

Note 1 : Refer to the Manning Schedule with Charge Rates included in the recommended consultant's fee proposal.

RESTRICTED (CONTRACT)**M E M O**

From <u>*Assistant / Project Director ()</u>	To <u>Chairman, CAP thro' Secretary, CAP</u>
Ref. _____	
Tel. No. _____	Your Ref. _____
Date _____	dated _____

ARCHITECTURAL SERVICES DEPARTMENT CONSULTANTS APPOINTMENTS PANEL (CAP)
APPOINTMENT OF A CONSULTANT
BY DIRECT SELECTION

STAGE I SUBMISSION

Agreement No.
Programme No./Project Title

Additional Paper Attached
(Insert Appendix Reference in Box)

Scope of Project ☐

Modular Integrated Construction (MiC) enabled clauses ☐

(Note: Building types including staff quarters, hostels, Residential and Care Homes, schools, office buildings and medical facilities shall adopt MiC according to DEVB TC(W) No. 2/2020)

Clauses on NEC construction contracts [for ArchSD projects only] ☐

Scope of Consultancy ☐

Consultancy Programme ☐

Recommended Consultant ☐

Selection Criteria ☐

(For the technical assessment criteria, a period of (5 to 10 years) * of relevant consultant's experience is endorsed by the undersigned) * amend as appropriate

STAGE I SUBMISSIONAgreement No.Programme No./Project Title :Draft Technical Details
☐
☐
Estimated Project Value

(This should be the estimated basic value of works which includes contingencies but excludes consultancy fees and F&E)

Estimated Fees

(Show calculation of estimated fees by referring to the worked example at Appendix 3.2 of the AACSB Handbook).....

☐
Fee Basis
☐
Conflict of Interest Declaration Form.....
☐
Proforma for the presentation of Fee Proposals.....
☐
Notional Value for Additional Services.....
☐
Availability of Funding
☐

(Note: By the adoption of parallel tendering, submissions of Expression of Interest and Technical & Fee Proposals will be invited for a consultancy agreement unless exempted by relevant approving authority with justifications all in accordance with Section 3.1(b) of the AACSB Handbook.)

Confirmation of Authority to Employ Consultants.....
☐
Approval of Composition of Assessment Panel
☐
Reasons for Assessment Panel Members having unequal weightings (if applicable).....
☐

STAGE I SUBMISSIONAgreement No.Programme No./Project Title :Discussion on widely differed marks (see Section 3.4.1 (b) of the AACSB Handbook) (if applicable)☐Others (Please specify)☐

(* delete as appropriate)

 Assistant Director/Project Director
 ()

Submission prepared

by : _____

Post : _____

Telephone No. : _____

Endorsed by the Consultants Appointments Panel [CAP] (For Office Use Only)

<p>_____ Assistant Director (Quantity Surveying) Chairman, Consultants Review Committee</p> <p>Date _____</p>	<p>_____ Deputy Director of Arch Services Chairman, CAP</p> <p>Date _____</p>
---	---

N.B. All officers who are involved in the assessment and recommendation for selection of consultant for this Agreement are required to complete the Conflict of Interest Declaration Form and attach the completed form along with this Stage I Submission.

RESTRICTED (CONTRACT)**CONFLICT OF INTEREST DECLARATION FORM**

Declaration and Undertakings by Officers Involved in Preparing Tender Documentation including Tender Specifications and Assessing Tenders (SPR 186)

[Guidance Note: This form must be submitted along with the Stage I Submission to AACSB if Conventional Approach is used or the Submission to CAP before inviting technical and fee proposals if Formula Approach is used.]

Agreement No. _____

Project Title: _____

Section IA – “WITHOUT conflict of interest” Declaration:

I hereby declare that there is no conflict of interest, whether actual, potential or perceived, between my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders, and my financial, professional, commercial, personal or other interests.

2. I undertake to –

- (a) hold in strict confidence all tender information that I have access to through my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive, restricted or confidential information relating to a tender;
- (b) refrain from making any unauthorised disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
- (c) declare any actual or perceived conflict of interest with my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
- (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.

3. The undertakings in paragraphs 2(a) and (b) above shall not apply :

- (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
- (b) to any communications or disclosures caused or permitted by me to colleagues in the Government who are or are expected to be involved in the course of their official duties in the captioned tender exercise or parts thereof.

4. I understand that I may be subject to disciplinary action should I make a false declaration or fail to observe any of my above undertakings.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

Section IIA – Confirmation of receipt of “WITHOUT conflict of interest” declaration:

[Guidance Note: To be completed by an officer at least one rank above the officer who has made declaration in Section IA.]

It is noted that there is no conflict of interest as declared by the above officer.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

RESTRICTED (CONTRACT)

CONFLICT OF INTEREST DECLARATION FORM

[Guidance Note: This form must be included in the Stage I Submission to AACSB if Conventional Approach is used or the Submission to CAP before inviting technical and fee proposals if Formula Approach is used whenever a conflict of interest is declared by an officer in relation to the tendering exercise of this Agreement.]

Agreement No. _____

Project Title: _____

Section IB – “WITH conflict of interest” Declaration:

In accordance with the SPR 186, I declare that there is a conflict of interest (whether actual, potential or perceived) arising between my official duties and my private interests in the preparation of tender documentation including tender specifications and the assessment of tenders for the above Agreement, with details as given below:

2. Notwithstanding the conflict of interest as declared above, I undertake to –
 - (a) hold in strict confidence all tender information that I have access to through my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive, restricted or confidential information relating to a tender;
 - (b) refrain from making any unauthorised disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
 - (c) declare any actual or perceived conflict of interest with my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
 - (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.
3. The undertakings in paragraphs 2(a) and (b) above shall not apply :
 - (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
 - (b) to any communications or disclosures caused or permitted by me to colleagues in the Government who are or are expected to be involved in the course of their official duties in the captioned tender exercise or parts thereof.

4. I understand that I may be subject to disciplinary action should I make a false declaration or fail to observe any of my above undertakings.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

Section IIB – Confirmation of receipt of “WITH conflict of interest” declaration and record of remedial action taken:

[Guidance Note: To be completed by the respective Assistant Director or Project Director]

It is noted that a conflict of interest (whether actual, potential or perceived) exists as declared by the above officer and *the officer has been instructed to cease any further involvement in the tendering exercise of the captioned Agreement with immediate effect. / *the following remedial action has been taken : / *no remedial action has been taken as it is considered that the above officer’s official duties will not be affected due to the following reasons:

* Delete as appropriate

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

Programme No. :

Project Title :

Consultancy :

Estimated Value of Work	\$M	Consultancy Required (Tick Box)				
		Arch	BS	SE	QS	Others
Site Works - Piling / Site Formation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drainage and External Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contingencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Items Relevant to Individual Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Base Value of Work	=====					

Consultancy

Estimated Fee = Base Value of Work x Fee Percentage

Base Value of Work	.....	.....	.....	.....	.....	.....
Fee Percentage *	.....	.....	.....	.....	.....	.....
Estimated Fee *	=====	==	==	==	==	==

Cashflow of Estimated Fee

		\$M	%
Workstage 1	Inception/Feasibility	.....	.....
Workstage 2	Outline Proposals / Sketch Plan	.....	.....
Workstage 3	Detail Design	.....	.....
Workstage 4	Documentation / Tendering	.....	.....
Workstage 5	Construction Supervision	.....	.....
Workstage 6	Post Handover Services	.....	.....
		<u>.....</u>	<u>100%</u>

* Detailed calculations (see example at Appendix 3.2 of the AACSB Handbook) must be submitted.

RESTRICTED (CONTRACT)**M E M O**

From *Assistant/Project Director ()	To Chairman, CAP thro' Secretary, CAP
Ref. _____	Your Ref. _____
Tel. No. _____	dated _____
Date _____	

ARCHITECTURAL SERVICES DEPARTMENT CONSULTANTS APPOINTMENTS PANEL (CAP)
 APPOINTMENT OF A CONSULTANT
 BY DIRECT SELECTION

STAGE II SUBMISSIONAgreement No.Programme No./Project Title :Final Report

Recommended Consultant :

Fee proposed by recommended Consultant :

Fee Basis :

Additional Paper Attached
 (Insert Appendix Reference in Box)

Assessment/Negotiation Details.....	<input type="checkbox"/>
Draft Technical Details.....	<input type="checkbox"/>
Minutes of the Assessment Panel Meeting for the technical assessment.....	<input type="checkbox"/>
Fee Analysis of Recommended Consultant (refer to the standard form in this Appendix).....	<input type="checkbox"/>
Availability of Funding.....	<input type="checkbox"/>
I confirm, to the best of my knowledge, that the need for safeguarding national security has been fully taken into account and the recommendation on the appointment to be accepted would not be contrary to the interest of national security.	<input type="checkbox"/>
Others (Please specify)	<input type="checkbox"/>

Submission prepared by : _____

Assistant Director ()

Post : _____

Telephone No. : _____

Endorsed by CAP

_____ Assistant Director (Quantity Surveying) Chairman, Consultants Review Committee	_____ Deputy Director of Arch Services Chairman, CAP
Date _____	Date _____

* Delete if not appropriate

Fee Analysis of Recommended Consultant

Agreement No. :
Project Title :

Estimated Project Value (HK\$)	Awarded Fees (HK\$)	% of Awarded Fees to Estimated Project Value	Average Weekly Charge Rates ^{Note 1} (HK\$)					
			Partners / Directors	Chief Professional Staff	Senior Professional Staff	Professional Staff	Assistant Professional Staff	Technical Staff

Note 1 : Refer to the Manning Schedule with Charge Rates included in the recommended consultant’s fee proposal.

Results Letter to Unsuccessful Consultancy Bidder (EOI Submission)

Our Ref.

(Date)

(Consultant)

(Address)

.....

[Note: Letters to unsuccessful consultants shall be sent individually.]

Dear Sirs,

Consultancy Agreement No.: _____

Title: _____

Expression of Interest Submission

Thank you for your Expression of Interest Proposal submitted for the above Consultancy Agreement in response to my letter of *[date]*.

*2. I regret that on this occasion you have not been shortlisted for submitting the Technical and Fee Proposals for the Agreement after careful consideration on submission by the Assessment Panel.

*2. I regret that on this occasion you have not been shortlisted for submitting the Technical and Fee Proposals for the Agreement. Your Expression of Interest Submission has been disqualified because _____ *[state reasons here for the disqualification]*. ***[Guidance Note: Include this paragraph for those unsuccessful consultancy bidders who are disqualified.]***

*3. I would be grateful if you could inform your sub-consultants accordingly. ***[Guidance Note: Include this paragraph if sub-consultants are applicable for this Agreement.]***

Yours faithfully,

(*Name*)
Assistant Director / Project Director ()
for Director of Architectural Services

c.c. Secretary, AACSB

* *Delete if inappropriate*

SAMPLE LETTER

Dear Sirs,

Consultancy Agreement No. _____**Title :** _____**Letter of Appointment**

In accordance with the decision made by the Architectural and Associated Consultants Selection Board (AACSB), I am authorized to offer you appointment as Architectural / Quantity Surveying * Consultant for the above Agreement.

2. Until otherwise notified, the Director's Representative responsible for the captioned Agreement is Chief [Officer]**/ [no.].

3. You are reminded that, as a general policy, importation of labour from outside Hong Kong is not allowed by the Immigration Department, save that in some special deserving circumstances, the Director of Immigration may permit the importation of key management and technical personnel on a temporary basis.

4. All drawings produced by the Consultant shall use the standard Drawing Title Block, stipulated in Clause 5 of the Brief. Your attention is drawn to Clause 21 of the General Conditions of Employment, where it is provided that, subject to certain exceptions, Government is the exclusive owner of the Deliverables rendered under the Agreement. If you wish to use the project for publicity, competition or exhibition purposes, please seek written permission from the Director's Representative and ensure that the role of the Department is fully recognised.

5. For the purpose of execution of the captioned Agreement, a copy of the draft Agreement comprising the Memorandum of Agreement, Brief, General Conditions of Employment, Special Conditions of Employment and Schedule of Fees (and post-tender correspondence which will form part of the Agreement)* are attached for your consideration.

6. Should you be willing to accept this offer, you are invited to attend the office at [time] on [date] in [Room No.] for the purpose of signing the agreement. You are reminded of the need for your representatives to bring a letter of authorization or other evidence of authority to sign contracts on your behalf.

Yours faithfully,

Assistant Director / Project Director *()
for Director of Architectural Services

c.c. Chief [Officer]**/[no.]
Secretary, AACSB (via email)

* Delete as appropriate

** Insert 'Architect', 'Surveyor', 'Engineer' or 'Project Manager' as appropriate

Our Ref :

To : Consultants included in the List provided in * Annex G / Annex G1 to Appendix 5.1

(Attn :)

Dear Sirs,

**INVITATION LETTER FOR TECHNICAL AND FEE PROPOSALS
BY CONVENTIONAL APPROACH**

**Consultancy Agreement No. _____
(Agreement Title)**

1. I am pleased to invite you to submit Technical and *Lump Sum/Time Charge/Percentage Fee Proposals (“**T&F Proposals**”) for the above Consultancy Agreement in accordance with the attached Enquiry Documents as listed in **Annex A**.

2. The Enquiry Documents are in Electronic Invitation Package (“**EIP**”) and can be downloaded from the e-Tendering System (Works Consultancy Services) (“**e-TS(CS)**”) via this link [https://www1.ets-cs.gov.hk/eppcs_ext/views/index.zul].

3. You must register an account on the e-TS(CS) before you can download the EIP from the e-TS(CS). By registering an account on the e-TS(CS) and downloading the EIP, you are deemed to have accepted the Terms and Conditions of Use and Participation and the user manual of the e-TS(CS) (available at [https://www1.ets-cs.gov.hk/eppcs_ext/views/index.zul]) and the Licence Conditions for the EIP in **Annex B** to this letter.

4. You **must submit** your T&F Proposals **in electronic format via e-TS(CS)**. Your attention is further drawn to the following requirements on submitting the T&F Proposals electronically:-

- (i) Except as provided in sub-paragraph (ii) below, you must submit your T&F Proposals via a valid account or sub-account in the e-TS(CS) under your own name;
- (ii) In the case you submit your T&F Proposals in the form of an unincorporated joint venture, your T&F Proposals must be submitted via a valid account or sub-account in the e-TS(CS) under the name of **one** participant to the joint venture. If your T&F Proposals are submitted via the accounts or sub-accounts of multiple participants, only the submissions made by the participant whose date and time of its first submission to the e-TS(CS) is the earliest amongst all participants will be considered. Files submitted by any other participant will be discarded without opening;

- (iii) All files in your T&F Proposals must comply with the “**Requirements for Submission in Electronic Format**” in **Annex C** to this letter;
- (iv) Your Technical Proposal must be uploaded under the “Upload Technical Proposal” Section of the e-TS(CS). Any part of the Technical Proposal uploaded under the “Upload Fee Proposal” Section of e-TS(CS) will **result in such part of the Technical Proposal being discarded and not be considered**;
- (v) Your Fee Proposal must be uploaded under the “Upload Fee Proposal” Section of the e-TS(CS). **Failure to upload the Fee Proposal under the “Upload Fee Proposal” Section shall render your T&F Proposals non-conforming**; and
- (vi) The term “Digitally Signed”, in relation to a file means that such file is Digitally Signed as more particularly required under paragraph 4 of the “**Requirements for Submission in Electronic Format**” in **Annex C** to this letter. Without prejudice to other requirements in this letter, if a file is required to be Digitally Signed pursuant to this letter, **the digital signature for that file must comply with the above mentioned requirements. Failure to comply will result in the relevant file being discarded and not be considered**.

[Note to project office: Paragraphs 4A, 4B and 4C allow bidders to submit optional hard copies. This arrangement applies to all invitations until further notice.]

4A. In addition to your electronic submission, you may opt to submit the T&F Proposals in hard copy as well. **Submission in hard copy is optional.** If you opt to submit hard copy T&F Proposals in addition to electronic submission, the submission in hard copy must comply with the conditions as stipulated in the “**Requirements for Submission of T&F Proposals in Hard Copy**” in **Annex C1** to this letter. For the purpose of the hard copy submission:

- (i) If a file is required to be Digitally Signed pursuant to this letter, such requirement is deemed to have been complied with if its hard copy has been duly signed by a person authorized to sign Government contracts on your behalf (or, in the case of an unincorporated joint venture, by a person authorized to sign Government contracts on each participants’ behalf); and
- (ii) If the signing of a file is required to be witnessed, such requirement is deemed to have been complied with if the witness has signed on its hard copy in the capacity of witness.

4B. The hard copy submission will not be opened or used except in the following circumstances:

- (i) a file submitted via the e-TS(CS) cannot be opened; or
- (ii) a file submitted via the e-TS(CS) is contaminated with computer virus.

In such event, the file submitted via the e-TS(CS) will be discarded and not be considered. Without prejudice to other requirements in this letter, the Employer **may use the hard copy of the relevant file submitted**, if available, to evaluate your T&F Proposals if it considers that your action of submitting a file that cannot be opened or is contaminated with computer virus is not intentional. For the avoidance of doubt, even if it is permissible under

other paragraphs of this letter for the Employer to invite you to re-submit the relevant file after close of submission, **the Employer shall resort to the hard copy submission first.**

[Guidance Note: In case of files(s) submitted via the e-TS(CS) cannot be opened or is contaminated with computer virus. Officers shall issue the letter to notify consultant on unopened files submitted via e-TS(CS) after the award of consultancy agreement. The sample letter is given in Appendix 46.]

4C. In case the hard copy of a relevant file is used for evaluation of your T&F Proposals:

- (i) If the relevant file is an essential submission under paragraph 11, its hard copy must be submitted on or before the original date set for the close of submission or if this has been extended, the extended date. **Failure to do so will render your T&F Proposals invalidated.**
- (ii) If the relevant file is required to be Digitally Signed but does not satisfy paragraph 4A(i) above, without prejudice to other requirements, such document shall be discarded and not further considered.

For the avoidance of doubt, for the parts of the hard copy submission which are not used for evaluating your T&F Proposals, it is not necessary to check whether they have complied with any requirements stipulated, whether essential or not.

5. In case you wish to replace or supplement any file or a part of a file in your submitted T&F Proposals, you must do so by re-submitting the **entire** Technical Proposal and / or Fee Proposal. Your attention is drawn to the followings:

- (i) All resubmitted files must comply with the requirements set out in paragraph 4 above;
- (ii) In case there are more than one submissions under the “Upload Technical Proposal” Section” or the “Upload Fee Proposal” Section, the latest submission in that Section shall prevail and all previous submission in that Section will not be opened or considered.

[Note to project office: Paragraphs 5A allows bidders to submit optional hard copies. This arrangement applies to all invitations until further notice.]

5A. In the event you opt to submit an optional hard copy T&F Proposals in addition to electronic submission and wish to replace or supplement any part of it after you have deposited it, attention in writing may be drawn to an amendment submitted, provided that the amendment shall have been deposited before the close of submission.

6. If you wish to be considered for possible appointment to undertake this contract, you should submit your T&F Proposals by **12 noon on Friday, [insert date]**. Your T&F Proposals must be submitted in accordance with paragraph 4 above before the close of submission. **Late submission will not be considered.**

7. The close of submission may be extended under the following circumstances:
- (i) If tropical cyclone signal No. 8 or above, or a black rainstorm warning signal is hoisted or if “extreme conditions after super typhoons” announced by the Government is in force between 9 am and 12 noon on the date set for the close of submission, the close of submission will be extended to 12 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force. Saturday is not counted as a working day. The announcements on “extreme conditions after super typhoons” will be made via **press releases website** of the Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>); or
 - (ii) If there is any other reason which in the Government’s view shall affect the close of submission, the Employer will notify you the extension of the close of submission **via the e-TS(CS) and/or emails.**
8. The Employer may at its sole discretion decide whether to notify you of any invalidation of your T&F Proposals for any reason(s) after the completion of this consultant selection exercise where appropriate.
9. In determining the date and time on which a file is submitted via the e-TS(CS), the submission end time generated automatically by the e-TS(CS) which specifies when the transmission of the file through the e-TS(CS) was completed, shall be final and binding. Save for the aforesaid, any text, notice or message that appears on the e-TS(CS) which displays any date, time, time zone or time remaining for any tender submission to be filed, is for reference only and shall not be relied on by the consultant.
10. Your submission should be concise and accurate and should comply with **Annex D** – Conditions for Submission of Technical and Fee Proposals, **Annex E** – Guidelines on the Preparation of Technical Proposal and **Annex F** – Guidelines on the Preparation of Fee Proposal.
11. **The following documents are essential submissions.** Failure to submit any of the following documents with your T&F Proposals on or before the date set for close of submission or, if this has been extended, the extended date **shall render your T&F Proposals non-conforming:**
- (i) Fee Proposal
 - (ii) Manning schedules of various disciplines including lead consultancy and sub-consultancies (if any).

12. **The following requirements are essential requirements.** Failure to comply with any of these requirements on or before the date set for close of submission or, if this has been extended, the extended date **shall render your T&F Proposals non-conforming:-**

- (i) The essential submissions required in paragraphs 11(i) above must be Digitally Signed;
- (ii) Your Fee Proposal must be uploaded under the “Upload Fee Proposal” Section of the e-TS(CS);
- (iii) Proposed Fee must be stated in Fee Proposal;
- (iv) Only ONE percentage adjustment factor shall be inserted for each staff category of All-Inclusive Time Charge Rates specified in Fee Proposal for additional Services;
- (v) *Only ONE rate shall be inserted for each collective rank of the “RSS on-cost rates” specified in Fee Proposal [*note to project office: only applicable for agreements with construction stage*]; and
- (vi) The Technical Proposal must not contain any indication of prices or rates.

13. In the assessment of consultants’ staffing proposals, the Assessment Panel will take into account the current and potential workload of the consultants’ proposed core personnel. If the core personnel proposed by the consultants for the captioned Agreement would have concurrent commitments in other consultancies already awarded or being considered by the [*insert name of the procuring department*], and these core personnel has shown signs of overload in work, these core personnel may be disregarded in the technical assessment of the Staffing Section.

14. Your attention is drawn to the units of the rates as specified in the prescribed fee proforma attached to this letter. Where any of the units of the rates as presented in the Fee Proposal submitted differs from the unit(s) of the respective rate(s) specified in the prescribed fee proforma, such discrepancy shall be corrected by regarding the former as an inadvertent typographical error and the unit(s) concerned in the Fee Proposal submitted shall be automatically corrected to the corresponding unit(s) as per the prescribed fee proforma. For such corrections, only the units are to be so corrected, but not the numerical figures as filled in by you in the Fee Proposal submitted. We will then seek confirmation from you to abide by the bid with units so corrected. If you confirm your agreement to abide by the bid with units corrected, the assessment of technical and fee proposals would then be completed in the prescribed manner in accordance with DEVB TC(W) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Annex O** to this letter on the basis of the proposed fee and/or rates with units so corrected and confirmed. If you fail to confirm your agreement to abide by the bid with units so corrected in writing by a specified deadline, your T&F Proposals will be invalidated.

15. Your attention is drawn to the requirement of submitting manning schedules of various disciplines including lead consultancy and sub-consultancies (if any) under the [*six*]* categories of staff as stated in the “Conditions for Submission of Technical and Fee Proposals” at **Annex D** and the “Guidelines on the Preparation of Technical Proposal” at **Annex E** to this letter. If you do not submit the manning schedules for any one or more of the disciplines as required, your bid shall be considered as technically incompetent and shall not be considered further for this consultant selection exercise.

16. Your attention is drawn to the requirement to insert the percentage adjustment factors not exceeding the range of -30% to +30% for calculating the adjusted all-inclusive time charge rates for additional Services in respect of each category of staff specified in the prescribed Fee Proposal Proforma, which are essential for bid assessment purpose and the adjusted all-inclusive time charge rates will be used for payment of additional Services/management of the Consultants upon award of the Agreement. If you fail to put in any or all of these factors, the relevant factor(s) shall be corrected by deeming the factor(s) as zero. If the percentage adjustment factor(s) entered by the consultant on the first page of the Fee Proposal for calculating the adjusted all-inclusive time charge rates for additional Services for any or all of the categories of staff is higher than the upper limit of +30%, the relevant percentage adjustment factor(s) shall be corrected to such upper limit. If the percentage adjustment factor(s) entered by the consultant on the first page of the Fee Proposal for calculating the adjusted all-inclusive time charge rates for additional Services for any or all of the categories of staff is lower than the lower limit of -30%, the relevant percentage adjustment factor(s) shall be corrected to such lower limit. We will seek confirmation from you to abide by the bid with the relevant factor(s) so corrected for calculating the adjusted all-inclusive time charge rates for bid assessment purpose and for payment of additional Services/management of the Consultants upon award of the Assignment. If you confirm your agreement to abide by the bid with the factor(s) so proposed and/or corrected, the combined score assessment of Technical and Fee Proposals would then be completed in the prescribed manner in accordance with DEVB TC(W) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Annex O** to this letter on the basis of the proposed fee and/or factor(s) with such factor(s) so corrected and confirmed. If you fail to confirm your agreement to abide by the bid with the factor(s) so proposed and/or corrected in writing by a specified deadline, your bid shall not be considered further for this consultant selection exercise. You should also refer to the Conditions for Submission of Technical and Fee Proposals at **Annex D** and the Guidelines on the Preparation of Fee Proposal at **Annex F** for the details.

*17. A list of the names of all the shortlisted consultants and their sub-consultants that have been selected by individual consultants is enclosed at **Annex G** for your information. If you wish to change your sub-consultant(s), whether by way of addition, replacement, removal or otherwise, your notification with justification provided must be submitted via the e-TS(CS) or other means as agreed by the Employer before 12:00 noon, _____ (*the procuring department should specify the exact date here, say at least five working days before the deadline for submission of the technical and fee proposals*). The proposed change of your sub-consultant(s) will be assessed to see if your shortlist status will be adversely affected. Where appropriate and practicable, all the shortlisted consultants will be provided an updated list of the shortlisted consultants and their sub-consultants (with the accepted change(s)) before the submission deadline as far as possible. Late notification of the proposed change of your sub-consultant(s) may result in invalidation of your T&F Proposals because it may deprive the Assessment Panel of a proper chance to review how the proposed change will affect your shortlist status before the submission deadline. [*For Conventional Approach with EOI*]

*18. Please note that your selected sub-consultant (*insert name of sub-consultant*) has requested for novation of consultancy agreements due to their winding up of business. You may propose a change of sub-consultant before the deadline set in paragraph 17 of this letter. [*For Conventional Approach with EOI*]

*17. The names of the consultants invited to make submissions are enclosed at **Annex G1** to this letter. *If appointed, you will act as the lead *Architectural/ Building Services/ Structural Engineering consultant under the captioned Agreement and you are required to team up with one *Architectural/ Building Services/ Structural Engineering/ Landscape Architectural / Building Surveying consultant in the list of consultants attached at **Annex G2** as your sub-consultants if you are not on the List of Consultants of AACSB for the *Architectural/ Building Services/ Structural Engineering/ Landscape Architectural/ Building Surveying category maintained by the Employer.
[For Conventional Approach without EOI]

- ##18. (a) No consultants are permitted to submit more than one bid for the same agreement. For the avoidance of doubt, consultants who submit a bid in their own name and a bid in the name of an un-incorporated joint venture/partnership (with the consultants concerned as a participant/partner) will be considered as having submitted two bids. Consultants (these must be consulting firms to be eligible for being considered for this consultant selection exercise) having linkages to each other, e.g. subsidiaries, parent or sister companies, are not allowed to bid on the same agreement. Only one firm among such consultants, as the case may be, should be allowed to submit T&F Proposals for a consultancy agreement. In your technical proposal, you are thus required to declare any linkage with other consultants on the above list. For the avoidance of doubt, if you have no linkage with any consultants on the above list, you are also required to declare the same in the technical proposal. The existence of a holding-subsidiary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap 622). “Sister companies” shall mean all companies which are subsidiaries of or otherwise belonging to the same holding company. Consultants having linkages should sort out among themselves before submitting any T&F Proposals.
- (b) For the purpose of this “no linkage” requirement, an academic institution and any separate entities/companies formed by the same academic institution or any of its current staff, or any two of such entities/companies (whether formed by the same staff or not), shall be regarded as “linked”. An academic institution, and all such entities/companies formed by it or any of its current staff (whether by the same staff or not), shall be allowed to submit only one set of T&F Proposals for the same consultancy agreement. You are also required to declare any such linkage with other consultants on the above list, if applicable. An entity/company is regarded as formed by the academic institution or its staff if the latter is a partner/shareholder or a director of the former, whether or not the latter is a founding partner/subscriber when the entity/company was formed.
- (c) Failure to observe this requirement shall render all related T&F Proposals submitted null and void and any such submission shall not be considered.
- (d) For the avoidance of doubt, the “no linkage” rule does not apply to “linked” consulting firms (including academic institutions) who bid as sub-consultants only for an agreement.

[## Paragraph 18 above shall be included in the invitation letter for T&F Proposals adopting the Conventional Approach without EOI]

19. You must ensure that you / and your sub-consultants* are eligible under the listing status at the time of submission. Failure to comply with this requirement will lead to invalidation of your submission.

20. The Government has no objection:

(a) to any consultant or its associate or associated person lodging one submission to act as a consultant and concurrently proposing to act as a sub-consultant to another bidding consultant in this consultant selection exercise; or

(b) to different and unconnected consultants proposing to engage the same sub-consultant(s) or its/their associate(s) or associated person(s) in this consultant selection exercise.

PROVIDED that:

(a) all the relevant circumstances are disclosed in the submissions; and

(b) where any consultant or its associate or associated person lodges one submission to act as a consultant and concurrently proposes to act as a sub-consultant of another consultant in the submission of that other consultant, the first-mentioned consultant or its associate or associated person shall confirm in its submissions as the consultant and as the sub-consultant that no confidential information, confidentiality restrictions or restraints of trade or business have been contravened in lodging the submissions; and

(c) where any consultant proposes to act as a sub-consultant of more than one bidding consultant, it shall confirm in the submissions of all of those bidding consultants that no confidential information, confidentiality restrictions or restraints of trade or business have been contravened in lodging the submissions.

Therefore, you and your sub-consultant(s) are required to confirm that no confidential information, confidentiality restrictions and restraints of trade or business have been contravened in lodging the submissions in which the main consultant and/or sub-consultant may be in common or affiliated with sub-consultant of another bidder.

21. The total score awarded to each bidder for technical merit, together with the *Lump Sum/Time Charge/Percentage* Fee, the adjusted notional value for additional Services, the notional resident site staff charges / the notional resident site staff on-cost charges* proposed by each bidder, and the fee quality scores will be made known to those, and only those, consultants making submissions and of which their Technical and Fee Proposals have been completely assessed in the combined score assessment after the completion of this consultant selection exercise. You will be deemed to agree to the disclosure of the above-mentioned information of your bid to the other relevant bidders. The names of consultants will not be disclosed when informing each consultant of the technical scores, fees and fee quality scores.

22. You are reminded of Government's policy on competitive selection. The Fee Proposal submitted should be your best price determined without reference to any other shortlisted consultants. **Failure to observe will lead to invalidation of your T&F Proposals.**

23. Subject to the Government's right to reject bids which are considered to have been priced unreasonably low, the selection of consultants will be determined on the basis of an assessment of technical merit and fee. Your Technical and Fee Proposals will be construed as a bid for this consultancy agreement and, unless under very special circumstances, there will be no fee negotiations.

24. The Government is not bound to accept any submission it may receive. In addition, the Government will reject bids which are considered to have been priced unreasonably low.

##25. Upon completion of the assessment of the Technical Proposals, Fee Proposals of those consultants that are considered technically capable of undertaking this Consultancy Agreement will normally be opened and combined score assessment of Technical and Fee Proposals will be carried out in accordance with DEVB TC(W) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Annex O** to this letter.

[## Paragraph 25 above shall be included in the invitation letter for T&F Proposals adopting the Conventional Approach without EOI]

##26. Normally, there should be no limit on the number and value of AACSB consultancies that may be awarded to a consultant. However, in considering the acceptance of a bid for this consultancy, the Government will take account of all relevant circumstances including the consultants' capability in undertaking the consultancy. For the avoidance of doubt,

- (a) if the same consultant has scored the highest combined score in terms of technical, consultancy fee and fee quality and is being considered for nomination of appointment for the captioned Consultancy Agreement and for other consultancy agreement(s) within the *[insert name of procuring department]*, and
- (b) the Assessment Panel identifies that there is overlapping of the consultant's proposed manpower resources in these agreements and considers that such overlapping will have an adverse effect on the consultant's performance in the captioned Consultancy Agreement and/or the other agreement(s),

the consultant will not be nominated for appointment for all of these consultancy agreements. The Government will be entitled to choose which of these consultancy agreements are to be given to the consultant. In this case, a scenario analysis will be conducted for the agreements concerned. In determining the combination of winners for awarding the Agreements, the scenario under which the total of the combined scores in the assessment of Technical and Fee Proposals is the highest will be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest, the scenario under which the total of the consultancy fees is the least to the Employer will then be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest and the total of the consultancy fees is the least to the Employer, the scenario under which the total of the technical scores is the highest will be considered as the basis for awarding the Agreements.

A worked example for the scenario analysis is given at **Annex M**.

[## Paragraph 26 above shall be included in the invitation letter for T&F Proposals where no prior approval for the imposition of restriction of award have been obtained from AACSB, i.e. clauses 27A and 27B are not applicable]

##27A. Your attention is drawn to the following special requirements applicable to the consultant selection exercises for Agreement No. [*Please state the agreement no.*] entitled “[*Please state the agreement title*]” and Agreement No. [*Please state the agreement no.*] entitled “[*Please state the agreement title*]”:

- (i) where a consultant firm ^{Note 1} attains the highest combined score ^{Note 2} in the assessment of Technical and Fee Proposals in only one Agreement, the consultant firm may be awarded that Agreement;
- (ii) where a consultant firm attains the highest combined score in the assessment of Technical and Fee Proposals in both Agreements:
 - (a) that consultant firm may be awarded not more than one of the two Agreements;
 - (b) the consultant firm(s) that attain(s) the second highest combined score in the assessment of Technical and Fee Proposals in any of the two Agreements may be considered for the award of that Agreement according to the principles set out in sub-paragraph (c) below; and
 - (c) in determining the combination of winners for awarding the Agreements, the scenario under which the total of the combined scores ^{Note 3} in the assessment of Technical and Fee Proposals is the highest will be considered as the basis for awarding the Agreements. If, however, there are two scenarios under which the total of the combined scores is the highest, the scenario under which the total of the consultancy fees ^{Note 4} is the least to the Employer will then be considered as the basis for awarding the Agreements. If, however, there are two scenarios under which the total of the combined scores is the highest and the total of the consultancy fees is the least to the Employer, the scenario under which the total of the technical scores ^{Note 5} is the highest will be considered as the basis for awarding the Agreements.
- (iii) If you submit/have submitted Technical and Fee Proposals for both Agreements and subsequently withdraw/have withdrawn your submission for one of the Agreements, your submissions shall not be considered further for both Agreements.

Note 1: Provisions (i) to (ii) above also apply to joint ventures. A joint venture or a consultant firm that has any participation or shareholding in common with another joint venture or a consultant firm shall be regarded as being the same consultant firm for such joint venture(s) and consultant firm(s) for the purpose of consideration of provisions (i) to (ii) above.

Note 2: The combined score will be determined in accordance with paragraph 14 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Annex O** to this letter.

Note 3: The total of the combined scores is the sum of (i) the highest combined score in one of the Agreements and (ii) the second highest combined score in the other Agreement.

Note 4: The consultancy fee will be determined in accordance with paragraph 21 of Development Bureau Technical Circular (Works) No. 2/2016 [and its subsequent updates \(if any\)](#). The total of the consultancy fees is the sum of (i) the consultancy fee of the consultant with the highest combined score in one of the Agreements and (ii) the consultancy fee of the consultant with the second highest combined score in the other Agreement.

Note 5: The total of the technical scores is the sum of (i) the technical score of the consultant with the highest combined score in one of the Agreements and (ii) the technical score of the consultant with the second highest combined score in the other Agreement.

[## Paragraph 27A above shall be included in the invitation letter for T&F Proposals adopting pairing of consultant selection exercise. For incorporation of the special requirements for pairing of consultants selection exercise, the project offices should seek approval from Head of Department (HoD) for consultancy agreements with estimated lump sum fees not exceeding \$15 million or AACSB for consultancy agreements with estimated lump sum fees exceeding \$15 million prior to the invitation of EOI Submissions for two-stage selection process or the invitation of T&F Proposals for one-stage selection process.]

##27B. Your attention is drawn to the following special requirements applicable to the consultant selection exercises for Agreement No. *[Please state the agreement no.]* entitled “*[Please state the agreement title]*”; Agreement No. *[Please state the agreement no.]* entitled “*[Please state the agreement title]*”; and Agreement No. *[Please state the agreement no.]* entitled “*[Please state the agreement title]*”:

The maximum number of Agreement that can be awarded to a consultant firm^{Note 1} is one *[Guidance Note: This is an example for which three consultancy agreements will be awarded to three different consultants, i.e. a consultant will be awarded only one of these consultancy agreements.]*

- (i) where a consultant firm attains the highest combined score^{Note 2} in the assessment of Technical and Fee Proposals in only one Agreement, the consultant firm may be awarded that Agreement;
- (ii) where a consultant firm attains the highest combined score in the assessment of Technical and Fee Proposals in more than one Agreements:
 - (a) that consultant firm may be awarded not more than one of the three Agreements;
 - (b) the consultant firm(s) that attain(s) the second highest combined score and the consultant firm(s) that attain(s) the third highest combined score, in the assessment of Technical and Fee Proposals in any of the three Agreements may be considered for the award of that Agreement according to the principles set out in sub-paragraph (c) below; and

(c) in determining the combination of winners for awarding the Agreements, the scenario under which the total of the combined scores ^{Note 3} in the assessment of Technical and Fee Proposals is the highest will be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest, the scenario under which the total of the consultancy fees ^{Note 4} is the least to the Employer will then be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest and the total of the consultancy fees is the least to the Employer, the scenario under which the total of the technical scores ^{Note 5} is the highest will be considered as the basis for awarding the Agreements.

(d) A worked example for the scenario analysis is given at **Annex M**.

(iii) If you submit/have submitted Technical and Fee Proposals for more than one of the three Agreements and subsequently withdraw/have withdrawn your submission for any one of the Agreements, your submissions shall not be considered further for all three Agreements.

Note 1: Provisions (i) to (ii) above also apply to joint ventures. A joint venture or a consultant firm that has any participation or shareholding in common with another joint venture or a consultant firm shall be regarded as being the same consultant firm for such joint venture(s) and consultant firm(s) for the purpose of consideration of provisions (i) to (ii) above.

Note 2: The combined score will be determined in accordance with paragraph 14 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Annex O** to this letter.

Note 3: Where a consulting firm has attained the highest combined score in the assessment of Technical and Fee Proposals in two Agreements, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements **and** (ii) the second highest combined score in the other Agreement **or** if there is no possible combination of the highest and the second highest combined score that does not infringe the award restriction set out in paragraph 27B(ii)(a) above, the third highest combined score in the other Agreement.

Where a consulting firm has attained the highest combined score in the assessment of Technical and Fee Proposals in all three Agreements, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements and (ii) the second highest combined score in the other two Agreements. If there is no possible combination of the highest and the second highest combined scores that does not infringe the award restriction set out in paragraph 27B(ii)(a) above, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements, (ii) the second highest combined score in one of the other Agreements, being an Agreement different from (i) and the third highest combined score in one of the other Agreements, being an Agreement different from (i) and (ii).

Note 4: The consultancy fee will be determined in accordance with paragraph 21 of Development Bureau Technical Circular (Works) No. 2/2016 [and its subsequent updates \(if any\)](#). The total of the consultancy fees is the sum of the consultancy fee of the consultants taken into account to calculate the total of the combined scores in accordance with Note 3 above.

Note 5: The total of the technical scores is the sum of the technical score of the consultants taken into account to calculate the total of the combined scores in accordance with Note 3 above.

[^{##} Paragraph 27B above shall be included in the invitation letter for T&F Proposals adopting restriction of award of consultancies in consultant selection exercise. For incorporation of the special requirements for restriction of award, the project offices should seek approval from AACSB prior to the invitation of EOI Submissions for two-stage selection process or the invitation of T&F Proposals for one-stage selection process.]

##27C. Notwithstanding the special arrangements set out in paragraph *27A or 27B above, please note that the Government does not bind itself to accept any bid irrespective of whether the bid has the highest combined score in the assessment of Technical and Fee Proposals in any of the Agreements.

[^{##} Paragraph 27C above shall be included in the invitation letter for T&F Proposals adopting pairing or restriction of award of consultancies in consultant selection exercise.]

28. Technical Proposals shall be submitted together with a statement of ISO 9000 Certification in accordance with the requirements in **Annex H**.

29. You are required to submit declaration for consultant's resident status. Please refer to **Annex K** for the provisions of retention of money payable to non-resident consultant for settlement of profits tax.

30. You are also required to declare any involvement or interest if it is considered by you to be in real or apparent conflict with the duties to be performed for this consultancy. An involvement or interest declared would be carefully considered but would not automatically bar you from being further considered in the selection process.

*31. If you have no interest in submitting a technical and fee proposal for the captioned Agreement, please notify the undersigned in writing via the e-TS(CS) with justifications to the satisfaction of the Consultants Review Committee and the Architectural and Associated Consultants Selection Board on or before insert date (5 working days from the date of this invitation letter). You are reminded that consultants will be suspended from being invited to submit proposals for 6 months if there are 2 or more unjustified non-submissions within a period of three years. *[For Conventional Approach with EOI]*

32. *[Insert if applicable: Please note that this invitation is made before the necessary funds for the consultancy have been approved. The Government reserves the right to cancel this selection exercise for not having the necessary funds approved or for any other reason, in which case you will accordingly be notified.]* It should be noted that the Government will not be responsible for the reimbursement of any costs incurred by you for the preparation of the submission.

33. Your attention is drawn to GCE 47 regarding the professional indemnity insurance requirement under the agreement. Please also refer to DEVB TCW No. 9/2007 for details of the above.

*34. To resolve queries and to ensure that the *shortlisted consultants are fully aware of the requirements of the agreement, and of the requirements for the technical proposal and fee proposal, a pre- submission meeting is scheduled as follows:- *[Guidance Note: Insert details of the pre- submission meeting below]*

Date:

Time:

Venue:

*34A Representatives from each *shortlisted consultant (attendees may include their sub-consultants) should be restricted to not more than [Insert number]. Please provide me with the details (name and post) of your representative(s), together with a list of queries that you prepare to ask in the pre-submission meeting by 12:00 noon on [Insert date].

[Guidance Note: Paragraphs 34 and 34A shall be included in the invitation letter for technical and fee proposals if a pre-submission meeting is to be held. Re-number the subsequent paragraphs as appropriate.]

35. You are required to confirm that you agree to abide by your Technical and Fee Proposals for a period of ninety (90)¹ days from the due date for submission of Technical and Fee Proposals and it shall remain binding upon you and may be accepted at any time before the expiry of that period.

36. (a) Neither you nor any of your directors, employees, agents and sub-consultants shall offer or give any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Government in connection with this consultant selection exercise.

(b) You are required to submit a Digitally Signed and witnessed undertaking on anti-collusion at **Annex L** together with your submission. For the avoidance of doubt, the said undertaking must be Digitally Signed by both you and your witness, save that your witness does not have to be a person authorised to sign Government contracts on your behalf. Failure to comply this paragraph may lead to invalidation of your submission. If you still fail to submit the Digitally Signed and witnessed undertaking by the given due date after being requested to do so, your submission will be invalidated.

(c) Any breach of or non-compliance with paragraph 36(a) and/or the anti-collusion undertaking shall result in :

(i) removal from the list of shortlisted consultants; and *
[Applicable for two-stage consultant selection exercise]

(ii) invalidated of your submission.

(* Delete as appropriate)

- (d) By submitting your submission, you undertake to indemnify and keep indemnified the Government against all losses, damages, costs and expenses arising out of or in relation to any breach of or non-compliance with paragraph 36(a) and/or the anti-collusion undertaking.
- (e) The rights of the Government under paragraphs 36(c) and 36(d) are in addition to and without prejudice to any other rights or remedies it has or may have against you.

37. Documents of unsuccessful consultants will be destroyed three months after the date the consultancy has been awarded and the Agreement signed.

##38. If the Proposal is submitted by a joint venture, the rules stipulated in Section 3.24 of the AACSB Handbook shall be complied with. Any Proposal submitted by a joint venture in the form being not acceptable in accordance with Section 3.24 of the AACSB Handbook will not be considered. If a joint venture is formed by listed consultants with a non-listed consultant, the listed consultant in the joint venture should confirm that the non-listed consultant is technically capable for that part of the consultancy services it undertakes.

##39. **If you have any comment/feedback on the payment schedule of the Schedule of Fees(, the notional Resident Site Staff (RSS) establishment together with the Schedule of Resident Site Staff Standards and Duties and the lines of command and hierarchy of different ranks of RSS)*, you are required to submit within three days from the date of this letter. Late submission will not be taken into consideration.**

[Note: If any comment/feedback is received from the consultants, Director's Representative shall notify the consultants his/her decisions and corresponding actions to be taken within three days upon the comment/feedback is received.]

[## The paragraphs 38 and 39 above shall be included in the invitation letter for T&F Proposals adopting the Conventional Approach without EOI]

*40. Please note that a consultant who has requested for novation of consultancy agreements due to winding up of business pursuant to paragraph 6(ii) in ETWB TCW No. 3/2005 will not be awarded any further consultancy agreements or contracts. Similarly, bids submitted by consultants who engage such a consultant as a sub-consultant will not be considered. Nevertheless, consultants may propose a change of sub-consultants if the deadline for notification of change has not been lapsed. [For Conventional Approach with EOI]

*40. Please note that a consultant who has requested for novation of consultancy agreements due to winding up of business pursuant to paragraph 6(ii) in ETWB TCW No. 3/2005 will not be awarded any further consultancy agreements or contracts. Similarly, bids submitted by consultants who engage such a consultant as a sub-consultant will not be considered. [For Conventional Approach without EOI]

*41. You are reminded that relevant sections of the Management Handbook for Direct Employment of Resident Site Staff by Consultants for Public Works Projects promulgated by the Development Bureau (Works Branch) or equivalent will form parts of the Special Conditions of Employment and the Brief of this consultancy agreement. This Handbook can be found in the link below:

https://www.devb.gov.hk/en/publications_and_press_releases/publications/standard_consultancy_document/index.html

42. Notwithstanding anything to the contrary in this invitation, the Government reserves the right to remove a consultant from the bidding exercise on the grounds that the consultant, or any of the consultants of the joint venture in the case of submission made by a joint venture, has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security, or otherwise the removal is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

43. You shall submit a Digitally Signed and witnessed confirmation for compliance with national security in the form set out in **Annex N** attached to this letter. For the avoidance of doubt, the said letter must be Digitally Signed by both you and your witness, save that your witness does not have to be a person authorised to sign Government contracts/agreements on your behalf. *[note to project office: inclusion of the Annex to this letter is mandatory.]* **Failure to comply with this paragraph may lead to invalidation of your submission.** If you still fail to submit the Digitally Signed and witnessed confirmation by the given due date after being requested to do so, your submission will be invalidated.

44. In order to facilitate submission of tenders via e-TS(CS), the Government will set up a **help kiosk** with notebook computers and system support personnel at Room 1820, 18/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong for your use on the submission closing date (from 9 am to 12 noon). You may also make use of the help kiosk by appointment by giving one day's advance notice to the Employer via telephone no. *[insert number]*. The Government does not warrant the availability of the help kiosk or the accuracy, timeliness, usefulness and/or completeness of the service provided by the help kiosk. For **enquiries** on the use of the e-TS(CS), please contact our helpdesk hotline at 3997 1844, which is available from 9 am to 6 pm, Monday to Friday, excluding public holidays.

45. Please acknowledge receipt of the invitation documents including this letter and the Annexes by clicking the acknowledgement check box in the e-TS(CS) notwithstanding whether you make submission of proposals.

DR's Delegate : _____
(Name) (Post) (Tel. No.) (Address)

Deadline for Submission : _____
(Time) (Date)

Yours faithfully,

Assistant Director* / Project Director* ()
for Director of Architectural Services

Encl. *[Note : The scope of consultancy services should be included in the Brief but **NOT** attached as an enclosure to this invitation letter.]*

* Delete/amend as appropriate

c.c. Secretary, AACSB (without enclosure) - 35/F., QGO

*All sub-consultants selected by shortlisted consultants (w/o encl.) (Documents of (i) Enquiry Documents and (ii) Annex G are provided by the shortlisted consultants)

*All eligible sub-consultants as listed at Annex G2 (w/o encl.) (Sub-consultants who are interested in the captioned Consultancy Agreement may request for an electronic copy of the draft Brief from the DR's Delegate.)

¹ The procuring department may set a longer validity period, depending on the nature and complexity of the consultancy assignment.

Annexes to the Letter of Invitation for Technical and Fee Proposals

- Annex A - List of Enquiry Documents
 - Annex B - Licence Conditions for Electronic Invitation Package [EIP]
 - Annex C - Requirements for Submission in Electronic Format
 - Annex C1 - Requirements for Submission of T&F Proposals in Hard Copy
 - Annex D - Conditions for Submission of Technical and Fee Proposals
 - Annex E - Guidelines on the Preparation of Technical Proposal
 - Annex F - Guidelines on the Preparation of Fee Proposal
 - Annex G - List of Sub-Consultants Selected by Individual Consultants
[For Conventional Approach with EOI]
- or
- Annex G1 - List of Lead Consultants / Consultants* Invited for Submission of Technical and Fee Proposals
[For Conventional Approach without EOI]
 - Annex G2 - List of Sub-Consultants Eligible for Selection by Lead Consultants *[For Conventional Approach without EOI]*
 - Annex H - Requirements of ISO 9000 Certification
 - Annex I - Templates to be Marked on the Returning Envelopes
 - Annex J - Layout Plan for Location of the AACSB Submission Box
 - Annex K - Retention of Money Payable to Non-resident Consultant for Settlement of Profits Tax
 - Annex L - Letter of Anti-collusion Undertaking
 - Annex M - A Worked Example for Scenario Analysis to select the Least Overall Consultancy Fee to the Government
 - Annex N - Letter of Confirmation for Compliance with National Security
 - Annex O - Combined Score Assessment of Technical and Fee Proposals

List of Enquiry Documents

The Enquiry Documents contain the following documents:

- (a) General Conditions of Employment and Schedule of Fees
- (b) Special Conditions of Employment (if any)
- (c) Brief (including *Architectural/ Building Services/ Structural Engineering/ Landscape Architectural sub-consultants)
- (d) Fee Proposal Pro-forma, including the following parts:
 - (i) Part I - Summary Breakdown of Fee Among Work Stages of the Agreement
 - (ii) Part II - Breakdown of Fee for Individual Work Stage
 - (iii) Part III - Breakdown of Fee Among Disciplines
 - (iv) Part IV - Additional Services/Items Proposed for Consideration
 - (v) Part V - Manning Schedule and Time Charge Rates

LICENCE CONDITIONS FOR ELECTRONIC INVITATION PACKAGES

EIP Reference	
Issue Date	

1. This set of conditions may be cited as "Licence Conditions for Electronic Invitation Packages".
2. In these conditions, unless the context otherwise requires-
 - (a) "AACSB Handbook" means the Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants published by the Architectural and Associated Consultants Selection Board;
 - (b) "Editable File" means a file listed under the column "Editable File" in Schedule 2 hereto containing the editable version of the Invitation Document listed on the same row under the column "Invitation Document". "Editable" in the previous sentence means editable using mainstream computer applications for office automation and computer-aided drafting;
 - (c) "Electronic Invitation Package" (or "EIP") means the electronic files in Schedule 2 hereto;
 - (d) "Employer" means the Government of the Hong Kong Special Administrative Region;
 - (e) "Image File" means a file listed under the column "Image File" in Schedule 2 hereto containing the printed image of the Invitation Document listed on the same row under the column "Invitation Document";
 - (f) "Invitation" means the invitation in Schedule 1 hereto;
 - (g) "Invitation Document" means a document listed under the column "Invitation Document" in Schedule 2 hereto;
 - (h) "Licensee" means the person who uses the EIP and includes, if the person acts on behalf of another person, that other person;
 - (i) "Relevant File" means an electronic file that-
 - (i) is derived from duplication of any files in the EIP; or
 - (ii) contains any contents extracted from any files in the EIP;
 - (j) "Submission" means a submission that may be made by the Licensee in response to the Invitation;
 - (k) "Submission Closing Date" means the closing date for the Submission stipulated in Schedule 1 hereto;
 - (l) "Triggering Event" means one of the following events-
 - (i) The Licensee does not make a Submission by the Submission Closing Date;
 - (ii) The Licensee withdraws his Submission;
 - (iii) The Licensee receives a written notice from the Employer advising that-
 - (1) he is not included in the list of consultants to be invited to submit Technical and Fee Proposals in accordance with the AACSB Handbook; or
 - (2) he is not selected as consultant for the consultancy agreement in Schedule 1 hereto.
3. Words importing the singular only also include the plural and vice versa where the context requires. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.
4. Subject to the provisions hereof, the Employer grants the Licensee, free of charge, a non-exclusive and revocable licence for using the EIP solely for the purpose of preparing the Submission. The Licensee shall not use the EIP for any other purpose. Save as aforesaid, all other rights in the EIP are reserved by the Employer.

5. Insofar as it is necessary for the purpose of preparing the Submission by the Licensee, the Licensee may license its agents, consultants or other persons appointed by him as sub-licensees to use the EIP, subject to the following conditions-
 - (a) The Licensee shall obtain from each sub-licensee an undertaking in writing that the sub-licensee shall not use the EIP for any purpose other than for the purpose of preparing the Submission;
 - (b) The Licensee shall be liable to the Employer for the breach of the undertaking referred to in sub-clause (a) of this Clause by the sub-licensees as if the breach were committed by the Licensee; and
 - (c) The Licensee shall not grant any sub-licensee the right to license other parties to use the EIP.
6. The licence for using the EIP shall expire within seven working days of the occurrence of a Triggering Event. On or before the expiration date of the licence, the Licensee shall-
 - (a) either destroy the Relevant Files in his possession or retain them as archives; and
 - (b) ensure that all sub-licensees have either destroyed the Relevant Files in their possession or retained these files for archive purpose.
7. Any files kept as archives pursuant to Clause 6 shall not be used for any other purposes.
8. The contents of the Editable File and Image File of an Invitation Document are intended to be identical. If there are discrepancies, the Image File shall prevail.
9. The Licensee hereby indemnifies the Employer against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising from a breach or breaches of any of the conditions herein contained.

Schedule 1 - Invitation

Agreement No.	
Agreement Title	
Department	Architectural Services Department
Type of submission	Technical & Fee Proposals
Submission Closing Date	

Schedule 2 – Electronic Invitation Package

Invitation Document	Version No.	Image File	Editable File
Covering Letter with Annexes, including the Licence Conditions in Annex B and Proforma for Part I to V of Fee Proposal			
Cover and Content Memorandum of Agreement General Conditions of Employment Special Conditions of Employment Schedule of Fees Brief			
Supporting Information			

Requirements for Submission in Electronic Format

The following are the requirements for making submission in electronic format via the e-TS(CS).

1. In this Annex, unless the context otherwise requires-
 - (a) **“Digitally Signed”**, in relation to a file, means that such file has been Digitally Signed in accordance with paragraph 4 in this Annex.
 - (b) **“Editable File”** means a file in the EPP which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (c) **“Image File”** means a file in the EPP which is stored in file formats that capture the printed image of the document.
 - (d) **“Electronic Proposal Package”** (or **“EPP”**) means all files submitted by the bidder for this invitation via the e-TS(CS).
 - (e) **“ETO”** means the Electronic Transactions Ordinance (Cap. 553).
 - (f) **“Organisational e-Cert”** means a recognized certificate issued by a recognized certification authority to an organisation and which identifies a person who is duly authorised by the organisation to use the recognized certificate. “Recognized certificate” and “recognized certification authority” shall bear the meanings as assigned to them under the ETO.
 - (g) **“Registered User”** means a person who holds a valid account on the e-TS(CS).
2. The EPP shall be submitted via e-TS(CS) and shall contain a **“README.rtf”** file in its root directory prepared in rich text format. This file shall contain at least the following information:
 - (a) general guidance on the use of the files in the EPP (e.g. the file naming convention, directory structure of the submission, software name and version for viewing the file);
 - (b) a list of all files submitted in the EPP with brief description of the contents of the file.
 - (c) information on the proper setting for viewing, editing, and printing the electronic files, including, without limitations-
 - (i) the printer to be used for printing the files;
 - (ii) the paper sizes;
 - (iii) requirements for special fonts;

- (iv) any special printing instructions (e.g. the adjustment settings such as “shrink oversized pages to paper size”, “expand small pages to paper size”, etc. when printing PDF files); and
 - (v) software name and version for viewing the files.
- (d) detailed instructions for viewing other type of electronic information or visualisation not covered in paragraph 5 of this Annex.
3. During each upload, the maximum number of files and maximum file size that may be uploaded to each section of e-TS(CS) are set out in the table below. If the intended file(s) to be uploaded exceed the maximum number of files or maximum file size, the file(s) will not be successfully uploaded to e-TS(CS). The same restrictions apply for any subsequent uploads. Consultants should take note of such restrictions and organise their uploads accordingly. For the avoidance of doubt, there is no restriction on the total number of uploads that may be made by a consultant before the close of submission, nor on the total number of files so uploaded.

In case the bidder wishes to replace or supplement any file or a part of a file in the submitted T&F Proposals, the bidder must do so by re-submitting the **entire** Technical Proposal and / or Fee Proposal. If there are more than one submissions under the “Upload Technical Proposal” Section or the “Upload Fee Proposal” Section, the latest submission in that Section shall prevail and all previous submission in that Section will not be opened or considered.

Section of e-TS(CS)	Maximum number of file	Maximum file size in total
“Upload Technical Proposal”	10	1GB [note: each file size is limited to 500MB]
“Upload Fee Proposal”	1 [note: .zip file is not acceptable]	500MB

4. For the purpose of the Invitation Letter and this Annex, a file is Digitally Signed if and only if it complies with the following conditions:
- (a) It is signed using a digital signature as defined in section 2 of the ETO by the person(s) who is/are authorised to sign Government contracts. A person is authorised to sign Government contracts if the person is acting in the following capacity:
 - i. if the consultant is a sole proprietorship, the sole proprietor;
 - ii. if the consultant is a partnership, a partner of the partnership;
 - iii. if the consultant is a body corporate, a person who is duly authorized by the consultant to sign Government contracts for and on behalf of the consultant;
 - iv. if the consultant is an unincorporated joint venture, the sole proprietor, partner or authorized person, as the case may be, **of each and every of its participants.**

- (b) For the avoidance of doubt, a file submitted by an unincorporated joint venture must be Digitally Signed by **all of its participants**;
 - (c) The digital signature is supported by an Organisational e-Cert issued to the consultant or (for unincorporated joint venture) its participants, which identifies the person(s) who signs the file as authorised user of the Organisational e-Cert;
 - (d) The digital signature is generated within the validity of the Organisational e-Cert in accordance with section 6(2) of the ETO;
 - (e) The digital signature is used in accordance with the terms of the Organisational e-Cert;
 - (f) The digital signature is attached to the file in Public-key Cryptography Standards (PKCS#7) and (CADES) such that the signed file is in .p7s format; and
 - (g) The Organisational e-Cert remains valid as at the earlier of (i) the date and time on which the file is submitted via the e-TS(CS); or (ii) the date and time on which the file is signed, if such information is generated in the form of a time stamp in the affixed digital signature.
5. (a) The following data formats shall be used for preparing the files in the EPP:

Type of File	Editable File	Image File
Text documents	Not Applicable	Portable Document Format (PDF)
Schedules (except the manning schedule in Technical Proposal) or documents in tabular form	Not Applicable	PDF
Manning schedule in Technical Proposal	Excel (.xls or .xlsx)	Not applicable
Drawings	Not Applicable	PDF
Slide presentation	Not Applicable	PDF
Building Information Modeling (BIM)	<i>[note to project office: Insert as appropriate]</i>	Not applicable

The data formats and associated versions of files to be adopted in the EPP should adhere to the latest OGCIO Interoperability Framework which can be downloaded from the OGCIO website:

https://www.ogcio.gov.hk/en/our_work/infrastructure/e_government/if/interoperability_framework.html

- (b) A file shall not contain any computer instructions, including but not limited to,
 - (i) computer viruses; and
 - (ii) macros, scripts and fields that depend on the execution environment and the execution of which will cause changes to the file itself or the information system displaying the electronic record in respect of the file.
- 6. As the conversion of drawing files to PDF format may slightly distort the scale of the drawing elements, line scales in both horizontal and vertical directions should be included in drawings files to enable correction factors to be made to compensate for distortion.
- 7. If other type of electronic information, for example, visualisation or modelling, not covered in paragraph 5 above is submitted with the EPP, software necessary for viewing the information shall be supplied with the submission. The software provided must be free of virus and can be run in mainstream PC under Windows operating environment. Necessary licence to use the software must be provided free of charge to the Government for viewing the information. Detailed instructions on setup, usage and removal of the software provided must be included in the EPP.
- 8. The account user or any sub-account user of a Registered User may use its password to login the e-TS(CS) and make the submission. The person who login to the e-TS(CS) may be different from the person who Digitally Signs the EPP.

Requirements for Submission of T&F Proposals in Hard Copy

1. General

1.1. If you wish to submit hard copy in addition to the electronic submission, you must deposit your T&F Proposals in the respective locations before the close of submission.

1.2. You should submit the Technical and Fee Proposals in two separate and sealed envelopes.

1.3. Both envelopes shall be marked on the face with the Subject of the Proposal, Agreement No., Consultancy Title and Name of Consultant, and addressed to the Chairman, *AACSB/DCSC, according to the templates as shown in **Annex I** to this letter.

1.4. Both envelopes shall be placed in the AACSB Submission Box situated in the Lift Lobby of the 35th Floor of Queensway Government Offices, 66 Queensway, Hong Kong for the attention of the Chairman of the *AACSB/DCSC. Please refer to the Layout Plan at **Annex J** to this letter for the location of the AACSB Submission Box.

2. Technical Proposal

2.1. The Technical Proposal should comply with the conditions as stipulated in the **Conditions for Submission of Technical and Fee Proposals and Guidelines on Preparation of Technical Proposal**.

2.2. The Technical Proposal including the attachments shall be inexpensively bound and printed on both sides. For non-compliance with any formatting requirements specified in paragraph (2) in Part (A) of the **Conditions for Submission of Technical and Fee Proposals** (e.g. printing on both sides), [one mark] shall be deducted from the overall technical score.

3. Fee Proposal

3.1. The Fee Proposal should comply with the conditions as stipulated in the **Conditions for Submission of Technical and Fee Proposals and Guidelines on Preparation of Fee Proposal**.

Conditions for Submission of Technical and Fee Proposals

(WBTC No. 15/2001 has been subsumed under relevant sections of this Annex which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.)

A. Technical Proposal

1. Manning Schedule (Without Charge Rates or Fees) to be Included in the Technical Proposal

Each consultant must provide information in the Technical Proposal on the manpower input for the Assignment. You are therefore required to state your proposed total manpower input under [six]^{##} categories of staff namely, [partners/directors, chief professional, senior professional, professional, assistant professional and technical staff]^{##} of the lead consultant and all other sub-consultants, if any, including (@) in terms of man-weeks and include a manning schedule in a bar-chart form, to show the manpower input of staff in the Technical Proposal. However, you should not provide any information in the Technical Proposal on charge rates or fees. The manning schedule shall be in A-3 size and shall be in a form same as the standardised format of manning schedule attached to this Annex. The staff inserted in your proposed manpower input under each staff category should fulfill the corresponding minimum requirements specified in **Table 1** attached to this Annex.

@ *Insert names of disciplines of sub-consultants required*

If there is any difference between your proposed total manpower input in the manning schedule and the total manpower input calculated from the quarterly breakdown in the manning schedule, the total manpower input calculated from the quarterly breakdown in the manning schedule shall prevail. We will seek confirmation from you to abide by the bid with the corrected total manpower input for bid assessment purpose and for management of the Consultants upon award of the Assignment. If you fail to confirm your agreement to abide by the bid with the total manpower input so corrected in writing by a specified deadline, your bid shall not be considered further for this consultant selection exercise.

2. The page set up of the Technical Proposal shall be:

- (a) limited to [8-15[^]] pages in A4 size, excluding attachments of appendices, figures/drawings and curriculum vitae. The appendices attached to the technical proposals should be limited to [20[^]] pages in A4 size (excluding pages of manning schedule in A3 size, curriculum vitae and any declarations/confirmations required in A4 size), the figures/drawings/illustrations limited to [15[^]] pages in A3 size and the curriculum vitae limited to 2 pages per staff in A4 size.

Apart from the above page limit, unless otherwise stated, no specific design input, such as perspectives, models, three dimensional rendering or animation, axonometric, plans or elevations are to be submitted other than three A4 sheets of block plan, bubble diagrams and diagrammatic sections all to a scale of 1:500 or less. [Note: for architectural consultancies with no drawings to be submitted.]

[Guidance Notes:

^Remarks: It is the procuring department's responsibility to select an appropriate page limit that suits the nature of an assignment under consideration. The page limits set in paragraph (a) should generally be used under normal situations. Guidelines on the page limits for different assignments are given below:

	Page Limits		
	Technical proposal	Appendices	Figures/ Drawings/ Illustrations
Normal situations	8 to 15	Up to 20	Up to 15
Special situations (e.g. assignments of high complexity, large scale or other circumstances as considered appropriate by the Assessment Panel)	Up to 30	Up to 30	Up to 30

Page limits deviating from the above table can also be adopted, subject to the approval by an officer of D3 rank or above. The justifications including deliberations by the Assessment Panel should be properly recorded.

The procuring department may solicit comments from consultants on the page limits at the pre-submission meeting if found necessary. In case any subsequent adjustment of the page limits is considered appropriate by the Assessment Panel, the consultants should be clearly notified of the change and be given adequate time for preparing the Technical Proposals in response to the revised submission requirement.]

- (b) Technical Proposal including the attachments *and any block plan, bubble diagrams and diagrammatic sections* shall be inexpensively bound, printed on both sides;
- (c) minimum font size of 12 points Times New Roman or equivalent;
- (d) minimum margins : top and bottom margins taken together should not be less than 5 cm total, left and right margins taken together should not be less than 6 cm total.

(Note: Texts in italics are for reference only and should be omitted or suitably amended)

For exceedance of the specified number of pages of technical proposals, appendices, figures/drawings/illustrations and curriculum vitae, all the exceeded pages shall be discarded prior to the assessment. For non-compliance with the specified format, such as font size, margin, paper size, prescribed format of manning schedule, etc., 1 mark shall be deducted for non-compliance with the format.

- *3. Consultants are required to submit the following drawings together with the technical proposals: [*Guidance Note: Specify the drawings required in the submission of technical proposals.*]
- 4. Unless specified in this Annex, consultants are not required to submit drawings together with the Technical Proposal. Drawings submitted but which have not been specified in the preceding paragraph shall be disregarded in the assessment of the Technical Proposal.
- 5. You shall refer to the Guidelines on the Preparation of Technical Proposal in Annex E for the requirement of proposing of and specifying the employment status and current work commitment of core personnel in the Technical Proposal. Submission which fails to make the declaration as required on employment status and current work commitment of core personnel, or submission with such declaration but which is found out to be untrue, shall not be considered.

B. Fee Proposal**1. Manning Schedule (With Charge Rates and Fees) to be Included in the Fee Proposal**

You are required to give a manning schedule (with charge rates and fees) of the lead consultant and all other sub-consultants, if any, in a bar-chart form, to show the time input of proposed manpower under the [six]^{##} categories of staff in the Fee Proposal. The Manning Schedule (with charge rates and fees) should be included in the Fee Proposal only and not in the Technical Proposal.

**** 2. (a)** The proposed lump sum fee on the first page of the Fee Proposal shall be equal to the total fee for staff and non-staff charges for all stages in the summary breakdown of lump sum fee. The information/data, in particular, the manpower input in the Fee Proposal, shall tally with the Technical Proposal.

(b) The adjusted all-inclusive time charge rates for additional Services, which are calculated by multiplying the proposed percentage adjustment (being 100% plus the percentage adjustment factors which are not exceeding the range of -30% to +30%) and the all-inclusive time charge rates in the Fee Proposal Proforma, could be different from the staff charge rates indicated in the manning schedule at paragraph B(1) above.

(c) We will not accept Fee Proposal where the lump sum fee on the first page of the Fee Proposal is different from the total fee for the staff and non-staff charges for all stages in the summary breakdown of lump sum fee.

(d) Where the lump sum fee on the first page of the Fee Proposal is different from the total fee for the staff and non-staff charges for all stages in the summary breakdown of lump sum fee or the information/data, in particular, the manpower input in the Fee Proposal, does not tally with the Technical Proposal, you will be asked to rectify the discrepancy by correcting arithmetic errors or making adjustments to the unit charge rate or amending any information/data in the Fee Proposal to bring it in line with the Technical Proposal, where appropriate. If you fail to rectify the discrepancy within #___ days/weeks of the date of the request for rectification, your submission shall be disqualified and shall not be considered. You are not, however, allowed to make any adjustment to the lump sum fee, the percentage adjustment factors for calculating the adjusted all-inclusive time charge rates for additional Services and on-cost rates on the first page of the Fee Proposal (except for the necessary corrections of the percentage adjustment factors pursuant to paragraph 7 of the invitation letter).

*[Refer to Technical Reference No. 3 in **Appendix 36** for information.]*

3. Only one Fee Proposal covering the consultancy services for the whole Assignment will be considered. Breakdown of fee may be submitted as provided in Part I to Part III of the prescribed fee proforma. All other breakdowns and fee proposals covering part(s) of the Assignment shall be disregarded in the assessment.

4. In respect of the percentage adjustment factor for each staff category specified in the prescribed Fee Proposal Proforma for "additional Services", irrespective of the number of sub-consultancies that may be involved, only ONE percentage adjustment factor shall be inserted as specified. Submissions which do not comply with this requirement shall not be considered.

5. In respect of each category of staff specified in the prescribed fee proforma for "Direct Employment / Deployment of Resident Site Staff", only ONE on-cost rate (for Direct Employment of Resident Site Staff) or ONE all inclusive rate (for Deployment of Resident Site Staff) shall be inserted. Submissions which do not comply with this requirement shall not be considered.
6. The notional number of man-hours for additional Services and the notional number of man-months for Resident Site Staff (if any) as specified in the prescribed fee proforma are pre-determined by the procuring department. Where any of the notional numbers as presented in the Fee Proposal submitted differs from the respective number specified in the prescribed fee proforma, such discrepancy shall be corrected by regarding the former as an inadvertent typographical error and the notional number concerned in the Fee Proposal submitted shall be automatically corrected to the corresponding number as per the prescribed fee proforma. For such correction, only the relevant notional number is to be so corrected, but not the rates as filled in by you in the Fee Proposal submitted. We will then seek confirmation from you to abide by the bid with the notional number so corrected. If you confirm your agreement to abide by the bid with the notional number corrected, the assessment of technical and fee proposals would then be completed in the prescribed manner in accordance with the AACSB Handbook on the basis of the proposed fee and/or rates with the notional number so corrected and confirmed. If you fail to confirm your agreement to abide by the bid with the notional number so corrected in writing by a specified deadline, your bid shall not be considered further for this consultants selection exercise.
7. Your attention is drawn to the requirement to insert the percentage adjustment factors for calculating the adjusted all-inclusive time charge rate for additional Services and the on-cost rate or the all-inclusive rate for "Direct Employment/Deployment of Resident Site Staff" (if any), which information is essential for bid comparison purpose and for payment/management of the Consultants upon award of the Assignment. If a zero factor/rate is inserted for any or all of these factors or rates or you fail to put in any or all of these factors/rates, the relevant factor(s)/rate(s) shall be corrected by deeming the factor(s)/rate(s) as zero for bid comparison purpose and for payment/management of the Consultants upon award of the Assignment. We will then seek confirmation from you to abide by the bid with the relevant factor(s)/rate(s) so corrected. If you fail to confirm your agreement to abide by the bid with the factor(s)/rate(s) so corrected in writing by a specified deadline, **your bid shall not be considered further for this consultants selection exercise.**

* *Delete as appropriate*

** *Only applicable to consultancy on lump sum fee basis*

Insert the appropriate nos. of days or weeks

Attach the qualification and experience requirements. Only the qualification and experience obtained by the proposed staff on or before the original tender closing date shall be counted.

CONSULTANCY AGREEMENT No.

PROJECT TITLE NAME OF CONSULTANT
(P.W.P. No.)

Submission of Technical Proposal

Indicative Manning Schedule in Man-weeks

Staff Category : Partners/Directors / Chief Professional / Senior Professional / Professional / Assistant Professional / Technical *

		Approval of Drawings		Submit & Return of Contract Tender Documents		Commence Contract Works				Complete Contract Works				Complete Main Contract Final Account																																																																																																																																																																			
Programme	Year Quarter	2007	2008												20XX												20XX																																																																																																																																																						
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Lead Consultant Chan Tai Man, Simon Lee Man Lai, Mary xxxxxx xxxxxx	xxxxxxx xxxxxxx xxxxxxx xxxxxxx xxxxxxx	0.10 0.15 0.20 xxxxxx xxxxxx	0.30 0.45 2.20 11.00	0.30 0.45 3.00 11.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.45 3.00 9.00	0.30 0.4

Note :

(a) Separate Sheets should be included for each staff category.

(b) The Staff Category (P/D, CP, SP, P, AP and T) shall refer to the six* categories defined in Table 1 attached to the Conditions of Submission of Technical and Fee Proposals.

* Delete/amend as appropriate

Key Dates

Approval of drawings	Dec 2007
Complete the tender drawings	Feb 2008
Return of tenders for the contract	Mar 2008
Commencement of the main contract	Jun 2008
Completion and hand-over of the contract	Dec 20XX
Finalisation of Accounts for the Contract	Mar 20XX

Table 1: Minimum Qualification and Experience Requirement of Each Staff Category for the Services:

Staff category	Route	Minimum academic / professional qualifications^{Note 1}	Minimum experience requirement^{Note 1}
Partners/ Directors (P/D)	<i>Professional Route</i>	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	<i>Professional Route</i>	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	<i>Academic Route</i>	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience
Senior Professional (SP) [For architectural discipline, please refer to Table 1A]	<i>Professional Route</i>	Corporate member of an appropriate professional institution or equivalent	5 years relevant post-professional qualification experience
	<i>Academic Route</i>	<i>University degree or equivalent in an appropriate discipline</i>	<ul style="list-style-type: none"> • 10 years relevant post-academic qualification experience <i>for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence</i> • 12 years relevant post-academic qualification experience <i>for other cases (see Note 2)</i>

Staff category	Route	Minimum academic / professional qualifications ^{Note 1}	Minimum experience requirement ^{Note 1}
Professional (P) [For architectural discipline, please refer to Table 1A]	<i>Professional Route</i>	Corporate member of an appropriate professional institution or equivalent	No additional requirement
	<i>Academic Route</i>	<i>University degree or equivalent in an appropriate discipline</i>	<ul style="list-style-type: none"> • 5 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence • 7 years relevant post-academic qualification experience for other cases (see Note 3)
Assistant Professional (AP)	<i>Academic Route</i>	University degree or equivalent in an appropriate discipline	No additional requirement
Technical (T)	<i>Academic Route</i>	Diploma or Higher Certificate or equivalent in an appropriate discipline	No additional requirement

[Guidance Notes:

- (i) *The lists above show the recommended categories of staff under DEVB TC(W) No. 2/2016 and associated circular memoranda but are not meant to be exhaustive.*
- (ii) *The procuring department may consider including the minimum qualification requirements for staff under Partners/Directors category is to be a partner, or a company director who is a member of the Board with voting power at Board meetings if needed to suit the specific requirement of the project.*
- (iii) *The above minimum qualification and experience requirements are samples only. The procuring department shall establish the staffing requirement for the Services and additional Services being procured.]*

Note 1:

The requirement of “professional qualification” and the requirement of “qualification” for counting “post-professional qualification experience” should correspond with the qualifications of the relevant disciplines stated in Appendix 1 to the AACSB Handbook, where applicable. *[Note: Project teams shall consider the manpower and qualification of the staff required for their consultancies being procured and may delete this Note 1 if consider inappropriate.]*

Note 2:

The weighted manpower input of Senior Professional (SP) for such cases shall not be more than 30% of the weighted manpower input of SP deployed for the consultancy services.

Note 3:

The weighted manpower input of Professional (P) for such cases shall not be more than 30% of the weighted manpower input of P deployed for the consultancy services.

Table 1A: Minimum Qualification and Experience Requirement of Senior Professional/Professional in Architectural Discipline for the Services

Staff Category	Route	Minimum Academic / Professional Qualifications	Minimum Experience Requirement
Senior Professional (SP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	5 years relevant post-professional qualification experience

Staff Category	Route	Minimum Academic / Professional Qualifications	Minimum Experience Requirement
	Overseas Professional Route	A holder of the professional registration by a national registration body with non-local Architectural Professionals Qualifications recognized by the HKIA	5 years relevant post-professional qualification experience (including 1 year relevant local experience) (See Note 4 and Note 6)
	Academic Route	University degree or equivalent in an appropriate discipline (See Note 7)	10 years relevant post-academic qualification experience (including 1 year relevant local experience) (See Note 4 and Note 6)
Professional (P)	Professional Route	Corporate member of an appropriate professional institution or equivalent	No additional requirement
	Overseas Professional Route	A holder of the professional registration by a national registration body with non-local Architectural Professionals Qualifications recognized by the HKIA	2 years relevant post-professional qualification experience (including 1 year relevant local experience) (See Note 5 and Note 6)
	Academic Route	University degree or equivalent in an appropriate discipline (See Note 7)	5 years relevant post-academic qualification experience (including 1 year relevant local experience) (See Note 5 and Note 6)

Note 4:

The weighted manpower input of (i) Senior Professional (SP) who obtained qualifications/experience through overseas professional route and (ii) SP who obtained qualifications/experience through academic route, shall not exceed 30% of the weighted manpower input of SP deployed for the consultancy services.

Note 5:

The weighted manpower input of (i) Professional (P) who obtained qualifications/ experience through overseas professional route and (ii) P who obtained qualifications/ experience through academic route, shall not exceed 30% of the weighted manpower input of P deployed for the consultancy services.

Note 6:

If the total number of SP or P proposed by consultants does not exceed 10, the maximum number of SP or P allowed for overseas professional route and /or academic route shall refer to the following table:

Total Number of SP or P Proposed by Consultants	Maximum Number of SP or P for Overseas Professional Route and/or Academic Route
1	0
2	0
3	1
4	1
5	1
6	2
7	2
8	2
9	3
10	3

Note 7:

For staff category of SP and P, “University Degree” refers to a Master’s Degree in Architectural Study accredited or recognized by the HKIA.

GUIDELINES ON THE PREPARATION OF TECHNICAL PROPOSAL

1. Format of Submissions

Consultants' attention is drawn to the checklist of all items required to be submitted in the Technical Proposal as set out in paragraph 5 below.

2. Staffing of Consultants

Consultants shall complete the standard form attached to this Annex for compliance with the following requirements:

- (a) Curriculum vitae of the proposed core personnel shall be submitted with the technical proposals.
- (b) Consultants shall indicate their proposed core personnel to be deployed by them or by their sub-consultants in this Assignment and shall **declare** the employment status of their proposed fulltime and non-fulltime core personnel / and those of their sub-consultants. For non-fulltime core personnel, consultants shall provide an undertaking signed by the non-fulltime core personnel confirming the percentage of time of their involvement if the Consultancy is awarded to the consultant concerned. Non-fulltime core personnel shall include, but not be limited to:
 - (1) freelance staff who serve other firms as independent consultants,
 - (2) fulltime staff who occasionally serve other firms as part-time staff, and
 - (3) staff who would be hired if the consultant was awarded the consultancy agreement.
- (c) Consultants shall **declare** the current work commitment of their proposed core personnel / and the core personnel proposed by their sub-consultants in ongoing AACSB consultancy agreements.
- (d) Consultants shall indicate the specific calendar weeks/months during which their named core personnel will NOT be available for the Consultancy.
- (e) For the purpose of preparing staffing proposal, “core personnel” shall mean those consultant’s staff such as project managers, partners in charge, project directors or specialists.

3. Assessment Criteria

The Technical Proposal shall be divided into sections and sub-sections under the main headings given below. *(Sub-sections shall be generally as described below, with variations to suit the type and nature of a particular project, and shall be specified in the invitation to submit Proposals.)*

	Weighting*
(1) CONSULTANT'S EXPERIENCE <small>(See Note 1)</small>	_____ %
(2) RESPONSE TO THE BRIEF	_____ %
To include sub-sections on -	
(a) understanding of objectives;	_____ %
(b) identification of key issues <small>(See Note 2)</small> ;	_____ %
(c) appreciation of project constraints/risks and special requirements <small>(See Note 2)</small> ; and	_____ %
(d) presentation of design approach and ideas (in regard to aspects such as general arrangement, layout, functionality, green measures, heritage conservation, aesthetics and overall appearance where appropriate).	_____ %
(3) APPROACH TO COST-EFFECTIVENESS AND SUSTAINABILITY	_____ %
To include sub-sections on -	
(a) examples and discussion of past projects to demonstrate the consultant's will, ability and physical measures to produce cost-effective, energy efficient and environmentally friendly solutions which are applicable to the project; and	_____ %
(b) approach to achieve cost-effectiveness (including life-cycle costs vis-à-vis initial project cost), energy efficiency, environmental friendliness and green procurement* on this project.	_____ %

*[Guidance Note: *Government's Green Procurement Policy
(extracted from
http://www.epd.gov.hk/epd/english/how_help/green_procure/green_procure.html)*

As early as year 2000, the Government amended its procurement regulations to require bureaux and departments to take into account environmental considerations when procuring goods and services. Specifically, bureaux and departments are encouraged to avoid single-use disposable items, and purchase products:

- with improved recyclability, high recycled content, reduced packing and greater durability;*
- with greater energy efficiency;*
- utilizing clean technology and/or clean fuels;*
- which result in reduced water consumption;*
- which emit fewer irritating or toxic substances during installation or use; or*
- which result in smaller production of toxic substances, or of less toxic substance, upon disposal.]*

(4) METHODOLOGY AND WORK PROGRAMME	_____ %
To include sub-sections on -	
(a) technical approach to enable delivery of the project practicably having regard to the reasonable time required and other technical constraints vis-à-vis the project requirements (including construction methods to facilitate mechanization, prefabrication and other productivity enhancements where appropriate, especially where they can reduce manpower demands of trades of acute labour shortage);	_____ %
(b) health, safety and environmental issues to be addressed in delivering the project;	_____ %
(c) work programme with highlights to demonstrate ways to expedite the programme where applicable, to deal with programme constraints and interfaces, and to level and reduce the resources peak; and	_____ %
(d) arrangements for contract management and site supervision including a proposed system of monitoring site supervision.	_____ %
(5) INNOVATION AND CREATIVITY ^(See Note 3)	_____ %
To include sub-sections on -	
(a) particular design aspects/issues/requirements (<i>as identified and specified by the department</i>); and	_____ %
(b) particular construction aspects/issues/requirements (<i>as identified and specified by the department</i>).	_____ %
(6) STAFFING	_____ %
To include sub-sections on -	
(a) staff organisation chart ^(See Note 8) ;	
(b) relevant experience and qualifications of core personnel ^{(See Note 8(a))} ;	_____ %
(c) responsibility and degree of involvement of named staff in the professional category or above ^{(See Note 8(b))} ; and	_____ %
(d) adequacy of professional and technical manpower input. ^(See Note 4 & Note 9)	_____ %
multipliers for the degree of non-compliance for minor, medium and serious are ____@, ____@ and ____@ respectively. (@ to be filled in by the Assessment Panel)	_____ %
(7) PAST PERFORMANCE	_____ %
(a) past performance of the consultant in current and past projects ^(See Note 5) ; and	_____ %
(b) past performance of the sub-consultants in current and past projects ^(See Note 5) .	_____ %
TOTAL	100%

(8) APPENDICES

- (a) Relevant projects completed in the past 5 years;
- (b) Current projects, listing total and outstanding cost and duration and staff expertise and deployment;
- (c) Manning Schedule of the lead consultant and all other sub-consultants, if any (without any indication of cost).
- (d) Brief curriculum vitae for core personnel ^(See Note 6).

* *To be completed by Project Team.*

General Notes:

[Notes 1 to 8(b) to be included in these “Guidelines on the Preparation of Technical Proposals”]; and

[Note 9 for departments’ reference only in the preparation of these Guidelines]

Note 1

For attaining full mark (i.e. grade VG), a consultant shall possess experience in [5] or more relevant consultancy assignments in local or non-local building projects of similar scope and complexity and completed by the Consultant within [10] years on or before the date set for the close of submission of T&F Proposals or, if this has been extended, the extended date.

No. of relevant consultancies involved	Grade
[5] or more	VG
[3] to [4]	G
[1] to [2]	F
0	P

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

Note 2

For sub-sections 2(b) and 2(c), merits will be given to key/special issues, constraints/risks and requirements additional to those set out in the brief. If no additional key/special ones are identified and appreciated, a “Fair” grading at most should be given.

Note 3

The assessment of Section 5 will be based on incorporation of new concepts and innovative ideas (including innovative and creative applications of existing technologies, materials and systems).

Note 4

Guidelines for the assessment of “Adequacy of professional and technical manpower input”

The marking of the “adequacy of professional and technical manpower input” attribute for each technical proposal shall be determined as follows:

Weighted total manpower input of the proposal as compared to the median weighted total manpower input (M_x)	Proportion of full mark to be given
≥ 1.0	1.0
> 0.6 and < 1.0	On sliding scale between 0.6 and 1.0
≤ 0.6	0.3

If the consultant’s proposed staff claimed to be in a particular staff category do not meet the minimum academic/professional qualifications and/or minimum experience requirements, the procedures set out in item 4, Appendix C of DEVB TC(W) No. 2/2016 should be followed. Where the information, together with clarifications from the consultant (if any), reveals non-compliance with the minimum academic/professional qualifications and/or minimum experience for one or more than one staff member, the “adequacy of professional and technical manpower input” attribute shall be adjusted by the Assessment Panel using the table below.

If the consultant does not input the staff category for any particular staff in the manning schedule of his technical proposal, the consultant may be approached, before the opening of the fee proposal, for clarification on the staff category for that particular staff, if any, input in the manning schedule of his fee proposal. In case the consultant clarifies that no staff category has been input for the staff in both technical and fee proposals, that particular staff shall be counted as non-compliance with the minimum academic/professional qualifications and/or minimum experience requirements for the purpose of assessment on this aspect only and the “adequacy of professional and technical manpower input” attribute shall be adjusted by the Assessment Panel using the table below. In determining the degree of non-compliance under this circumstance, the staff category and the academic/professional qualifications and/or experience of that particular staff shall be determined from the information in the curriculum vitae for named staff or the declaration to meet the minimum academic/professional qualifications and/or minimum experience requirements in the relevant staff categories for unnamed staff submitted in the technical proposal together with any clarification from the consultant on the factual information of the staff if appropriate.

Degree of non-compliance in the opinion of the Assessment Panel	Calculated Percentage = $B/A \times 100\%$ where A = Weighted total manpower input of the consultant B = Weighted manpower input of the proposed staff claimed to be in a particular staff category not meeting the minimum academic/professional qualifications and/or minimum experience requirements	Mark shall be multiplied by (exact multiplier to be decided by the Panel)
Minor	$> 0\% \text{ and } \leq (5\%^*)$	0.95 to 0.9
Medium	$> (5\%^*) \text{ and } < (10\%^*)$	0.9 to 0.8
Serious	$\geq (10\%^*)$	Below 0.8

*Note: * The procuring department may update the figures in brackets to suit the project specific circumstances.*

The adjustment shall not prevent the Assessment Panel from taking into account the discrepancy information in marking other aspects of the technical proposal.

The manpower input of a consultant is normally, prima facie, unacceptably low if the proportion of full mark given for the “adequacy of professional and technical manpower input” attribute is less than 0.6.

Note 5

The consultant and the sub-consultants are not required to include any details regarding their past performance in the Technical Proposal and this criterion will be marked in accordance with section (B)(4) in Appendix B of DEVB TC(W) No. 2/2016.

Note 6

For submission in paper format, consultants may provide the staff CV in separate softcopy format.

Note 7

For exceedance of the page limits as prescribed in Annex D to the Letter of Invitation for Technical and Fee Proposals, all the exceeded pages shall be discarded prior to the assessment. One mark shall be deducted for non-compliance with the format as prescribed in Annex D to the Letter of Invitation for Technical and Fee Proposals.

Note 8

The pre-set descriptions for the four different grades are follows:

Description	Grade
Very efficient and effective staff organization with strong teams of experts and professionals and comprehensive communication and collaboration platforms	VG
Efficient and effective staff organization with well-defined teams of experts and professionals and suitable communication and collaboration platforms	G
Fair staff organization showing reasonable teams of experts and professionals and communication and collaboration platforms	F
No information or a poor staff organization	P

Note 8(a)

For attaining “F” grade or above, a consultant shall provide the minimum number of core personnel who should possess the corresponding minimum qualification and experience as set out in Table 1 and Table 2 below. Same marks shall be allocated to the core personnel under the same designation.

If the number of core personnel proposed by the consultant for a particular designation is more than that specified in the invitation documents, the average marks per person attained by the core personnel for that particular designation would be adopted in tender assessment. If the number of core personnel proposed by the consultant for a particular designation is less than that specified in the invitation documents, the core personnel proposed will be marked based on the relevant selection criteria while the core personnel missing in the submission will be graded “P”.

Table 1: Requirements on Number, Qualification, Experience and Relevant Job Reference

[Guidance Note: Under normal circumstances, the following table(s) for core personnel shall be adopted.]

Core Personnel Designation	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route or academic route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

^ Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.
- (ii) To add additional tables if required.
- (iii) To elaborate “Relevant Job Reference” in view of the specific nature of the project where appropriate.
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

[Guidance Note: Under special circumstances, the procuring department may, subject to the endorsement by the AD/PD or an officer at D2 rank or above, specify the requirements of post qualification experience above the minimum requirements for core personnel as set out in Table 2 below under “VG” and/or “G” grades in order to suit specific need of individual projects. The procuring department shall critically review to ensure that there is no over-specification on such requirements under “VG” and “G” grades. Tables A, B, C and D are provided below as examples.]

Table A

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table B

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table C

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional)	Not less than [5] projects	VG
	Not less than [15] years (professional)	Not less than [3] projects	G
	Not less than [12] years (professional)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table D

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional); or Not less than [23] years (academic)	Not less than [5] projects	VG
	Not less than [15] years (professional); or Not less than [20] years (academic)	Not less than [3] projects	G
	Not less than [12] years (professional); or Not less than [17] years (academic)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

^ Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.
- (ii) To add additional tables if required.
- (iii) To elaborate "Relevant Job Reference" in view of the specific nature of the project where appropriate.
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

The minimum requirements on qualification and experience of individual categories of staff are shown in Table 2 below. Only the qualification and experience obtained by the proposed staff on or before the date set for the close of submission of [Expression of Interest / T&F proposals]* (or if it has been extended, the extended date) for this tender shall be counted.

Table 2: Minimum Requirements on Qualification and Experience

Staff category	Route	Minimum academic / professional qualifications	Minimum experience requirement
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience

[Guidance Note: Include other categories of staff if required.]

Note 8(b)

For attaining full mark (i.e. grade VG), a consultant shall propose at least [80%] of the weighted total manpower input to be named staff in the professional category or above (i.e. including staff category of Professional, Senior Professional, Chief Professional and Partners/Directors).

Degree of Involvement (X)	Grade
$X \geq [80]\%$	VG
$[60]\% \leq X < [80]\%$	G
$[40]\% \leq X < [60]\%$	F
$X < [40]\%$	P

where X is calculated by using the following formula:

$$\frac{\text{Weighted manpower input of named staff in the professional category or above}}{\text{Weighted total manpower input}} = X \quad 100\%$$

[Guidance Note: the procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

Note 9

This sub-section should carry 7 – 12 % of the overall marks in design-focused disciplines and 10 – 15% of the overall marks in non-design-focused disciplines.

4. **Assessment Panel**

There are _____ marking members in the Assessment Panel. The members come from [*insert name of department(s) involved*].

5. **Checklist of Submissions**

The following is a checklist of submissions required for the Technical Proposal:

- (a) Manning Schedule (Without Charge Rates or Fees) (Refer to #para. 15 of the invitation letter and #para. A1 of Annex D of the invitation letter)
- (b) Confirmation about confidentiality when lodging a submission in which sub-consultants are required (Refer to #para. 20 of the invitation letter)
- (c) ISO 9000 Certification (Refer to #para. 28 of the invitation letter)
- (d) Declaration of consultant's resident status (Refer to #para. 29 of the invitation letter)
- (e) Confirmation to abide by your Technical and Fee Proposals for the period specified in the invitation letter (Refer to #para. 35 of the invitation letter)
- (f) Drawings if specified (Refer to #para. A3 of Annex D of the invitation letter)
- (g) Consultant's declaration of staffing proposal –Form (a) (Refer to #para. 2 of Annex E of the invitation letter)
- (h) Letter of Confirmation for Compliance with National Security (Refer to #para. 43 of the invitation letter)
- (i) Letter of anti-collusion undertaking (Refer to #para. 36 of the invitation letter)
- (j) For the Proposal submitted by a joint venture, a confirmation by the listed consultant that the non-listed consultant is technically capable for that part of the consultancy services it undertakes.
- (k) Any other items specified in the invitation document

All cross references should be checked to ensure consistency

Consultant's Declaration of Staffing Proposal in Technical Submission

Consultancy Agreement No. :

Title:

- (a) We confirm that the following staff are core personnel to be deployed by us or our sub-consultants in this Assignment and the following information on our proposed **CORE PERSONNEL** / and those of our sub-consultants* is true:

No.	Name	HKID No.	Core Personnel Designation [e.g. Project Manager or Project Director or Team Leader]	Staff Category [e.g. P/D or CP or SP]	Fulltime/ Non-fulltime (F/N)	Current Work Commitment in Ongoing AACSB Consultancy Agreements	Calendar Weeks/Months During Which the Staff Will Not be Available	Degree of Involvement (For Non-fulltime Core Personnel ONLY)	
								% of Staff's Overall Working Time	Signature of Staff
1.									
2.									
3.									
4.									
5.									

(Name of the Consultant)

(Signature)

(Name and Post of the Signatory)

(Date).....

* Delete as appropriate

GUIDELINES ON THE PREPARATION OF FEE PROPOSAL

1. The Fee Proposal including Part I to Part V which are annexed to the Fee Proposal should be completed in all respects appropriate to the Assignment using the proforma provided.
2. If the Proposal is being submitted by a Joint Venture, all participants in the Joint Venture must sign the Fee Proposal.
3. The Proposed Lump Sum Fee on the Fee Proposal shall be equal to the total of the Staff Charges and Non-Staff Charges for all stages in Part I.
4. The "Breakdown of Fee for various Works Stage" in Part II annexed to the Fee Proposal shall be completed for each Works Stage covered by this consultancy.
5. The "Additional Services/Items Proposed for Consideration" in Part IV annexed to the Fee Proposal will not be taken into account in comparing fees for the award of this consultancy.
6. The details of "Manning Schedule and Charge Rates" required in Part V shall be provided by using as many sheets as necessary if the consultancy lasts longer than 12 months or if more than 15 personnel are involved. It should be noted that the charge rates quoted must be all inclusive rates. This information is for checking that the consultant has fully accounted for the Services and has not made arithmetical errors. The rates shown will not be used for calculating payment for additional Services.
7. Time-Charge Rate for Additional Services
 - (a) The adjusted all-inclusive time charge rate for additional Services, which are calculated by multiplying the proposed percentage adjustment (being 100% plus the percentage adjustment factors which are not exceeding the range of -30% to +30%) and the all-inclusive time charge rates in the Fee Proposal Proforma, could be different from the staff charge rate indicated in the Manning Schedule (With Charge Rate and Fees) included in the Fee Proposal.
 - (b) The percentage adjustment factors entered in the Fee Proposal will be used for calculating the adjusted all-inclusive time charge rates for payment for additional Services not covered by the Brief. In addition, the adjusted all-inclusive time charge rates for additional Services will be applied with the notional man-hours for additional Services to arrive at the 'adjusted notional value for additional Services' to be used for fee assessment purposes. Please refer to the Schedule of Fees for details.

- (c) If the consultant fails to put in any or all of the percentage adjustment factors, the relevant factor(s) shall be corrected by deeming the factor(s) as zero. If the percentage adjustment factor(s) entered by the consultant on the first page of the Fee Proposal for calculating the adjusted all-inclusive time charge rates for additional Services for any or all of the categories of staff is higher than the upper limit of +30%, the relevant percentage adjustment factor(s) shall be corrected to such upper limit. If the percentage adjustment factor(s) entered by the consultant on the first page of the Fee Proposal for calculating the adjusted all-inclusive time charge rates for additional Services for any or all of the categories of staff is lower than the lower limit of -30%, the relevant percentage adjustment factor(s) shall be corrected to such lower limit. The consultant will be requested to confirm that it agrees to abide by the bid with the relevant factor(s) so corrected for calculating the adjusted all-inclusive time charge rates for bid assessment purpose and for payment of additional Services/management of the Consultants upon award of the Assignment. If the consultant fails to confirm his agreement to abide by the bid with the percentage adjustment factor(s) so corrected in writing by a specified deadline, **the consultant's submission shall not be considered further in the consultant selection exercise.**

8. Specified Percentage Range Requirement of the Consultant's Staff Rates

The checking of the "Specified Percentage Range" requirement in accordance with the DEVB TC(W) No. 2/2016 is not required.

9. Rate for Direct Employment / Deployment of Resident Site Staff

- (a) *The all-inclusive rate per man-month for Deployment of Resident Site Staff / The on-cost rate per man-month for Direct employment of Resident Site Staff shall be taken into account in the assessment of the fee proposals submitted by various consultants.
- (b) Your attention is drawn to the coverage of the "on-cost rate" under Direct Employment of Resident Site Staff in the prescribed fee proforma. According to Section 4.11.1 of the Management Handbook for Direct Employment of Resident Site Staff ("RSS") by Consultants for Public Works Projects ("RSS Management Handbook") promulgated in DEVB TC(W) No. 7/2018, the "on-cost rate" shall cover all costs of the Consultant in respect of the service related to RSS, including but not limited to recruitment, employment, management, administration, temporary or permanent replacement, training (other than specified training courses), continuous professional development, professional indemnity insurance, employees' compensation insurance, overheads and profit, but exclude those reimbursable expenditures provided in Section 4.2 and 4.3 of the RSS Management Handbook, e.g. the actual salary and fringe benefits paid by the consultants.

10. Assessment of technical and fee proposals will be carried out in accordance with the AACSB Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants and any subsequent Circulars with amendments as stated in **Annex O** to this letter.

11. If any queries arise about completion of the Fee Proposal, reference should be made to the DR's Delegate Mr./Ms. _____ (post) at Tel: _____ Fax: _____.
12. The consultant must submit the Fee Proposal in **electronic format via e-TS(CS)**. For detailed requirements, please refer to the invitation letter.

** Delete as appropriate*

[For Conventional Approach with EOI]

INVITATION FOR TECHNICAL AND FEE PROPOSALS

Consultancy Agreement No. _____
(Agreement Title)

List of Sub-Consultants Selected by Individual Consultants

- I. Name of Lead Consultant: _____
 Names of Sub-consultants Selected:
 Architectural* _____
 Building Services* _____
 Building Surveying* _____
 Landscape Architectural* _____
 Structural Engineering* _____
 Others (e.g. Geotechnical Engineering)* _____
- II. Name of Lead Consultant: _____
 Names of Sub-consultants Selected:
 Architectural* _____
 Building Services* _____
 Building Surveying* _____
 Landscape Architectural* _____
 Structural Engineering* _____
 Others (e.g. Geotechnical Engineering)* _____
- III. Name of Lead Consultant: _____
 Names of Sub-consultants Selected:
 Architectural* _____
 Building Services* _____
 Building Surveying* _____
 Landscape Architectural* _____
 Structural Engineering* _____
 Others (e.g. Geotechnical Engineering)* _____

- IV. Name of Lead Consultant: _____
- Names of Sub-consultants Selected:
- Architectural* _____
- Building Services* _____
- Building Surveying* _____
- Landscape Architectural* _____
- Structural Engineering* _____
- Others (e.g. Geotechnical Engineering)* _____

N.B (a) * *Delete whichever inappropriate*

(b) *Please consult TS/1, ArchSD for the current status of consultants in each discipline who are eligible for invitation*

(c) *Please insert the full name of the consultant*

[For Conventional Approach without EOI]

INVITATION FOR TECHNICAL AND FEE PROPOSALS

Consultancy Agreement No. _____

(Agreement Title)

List of Lead Consultants / Consultants * Invited for Submission of Technical and Fee Proposals

1	
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N.B (a) * *Delete whichever inappropriate*

(b) *Please consult TS/1, ArchSD for the current status of consultants in each discipline who are eligible for invitation*

(c) *Please insert the full name of the consultant*

[For Conventional Approach without EOI]

INVITATION FOR TECHNICAL AND FEE PROPOSALS

Consultancy Agreement No. _____

(Agreement Title)

List of Sub-consultants Eligible for Selection by Lead Consultants

- (a) Architectural*
- 1 _____
- 2 _____
- 3 _____
- :
- :
- (b) Building Services*
- 1 _____
- 2 _____
- 3 _____
- :
- :
- (c) Building Surveying*
- 1 _____
- 2 _____
- 3 _____
- :
- :
- (d) Landscape Architectural*
- 1 _____
- 2 _____
- 3 _____
- :
- :
- (e) Structural Engineering*
- 1 _____
- 2 _____
- 3 _____
- :
- :
- (f) Others (e.g. geotechnical engineering)*
- 1 _____
- 2 _____
- 3 _____
- :

N.B (a) * Delete whichever inappropriate

(b) Please consult TS/1, ArchSD for the current status of consultants in each discipline who are eligible for invitation

(c) Please insert the full name of the consultant

Requirements of ISO 9000 Certification

- (1) The consultant shall submit, together with its expression of interest/consultancy proposal*, a copy of its ISO 9001:2015 certificate acceptable to the Employer showing the scope of certification and a statement either:
 - (A) confirming that no area/aspect in the consultancy agreement which its quality system specifically excludes; or
 - (B) disclosing the areas/aspects in the consultancy agreement which its quality system specifically excludes.
- (2) Subject to the following paragraphs, submissions from consultants who have not obtained ISO 9001:2015 certification on or before the date of this invitation may not be considered.
- (3) If the consultant, due to circumstances beyond its control, has not obtained ISO 9001:2015 certification but a full review of the Quality Manual of its Hong Kong office has been carried out in Hong Kong by a certification body acceptable to the Employer and such Quality Manual has been confirmed by the certification body as being in conformity with the requirements of ISO 9001:2015 standard on or before the date of this invitation, the submission by the consultant will still be considered provided that the consultant shall undertake in writing if it is awarded the consultancy agreement, to book within three months of the award of the consultancy agreement, the date of audit for the ISO 9001:2015 certification with the certification body; with detailed documented quality system procedures ready at the time of booking. The booking of the audit shall be a condition precedent to the consultant's entitlement to any payment or any further payment of fees under the consultancy agreement.
- (4) If the consultant whose scope of certification excludes site activities service which is required to be provided by the consultant under the consultancy agreement, its submission will be considered to be non-conforming in respect of the certification requirements. If the consultant can prove to the satisfaction of [name of the department concerned] that such exclusion is due to circumstances beyond its control, the proposal may still be considered to be conforming in respect of the certification requirements provided that the consultant shall undertake in writing that if the consultant is awarded the consultancy agreement, it shall apply within three months of the award of the consultancy agreement to the certification body for revision of its current scope to cover site activities service; with detailed documented quality system procedures ready at the time of applying for revision. The submission of an application for revision of the scope of its ISO 9001:2015 certification to cover site activities service shall be a condition precedent to the consultant's entitlement to any payment or any further payment of fees under the consultancy agreement.

- (5) If the consultant is a joint venture, the consultant shall submit, together with its expression of interest/consultancy proposal*, a statement declaring that it shall implement the quality system of one of its participants or shareholders, and specifying which one. The reference to ISO 9001:2015 certificate, ISO 9001:2015 certification and Quality Manual referred to in (1) to (4) above shall refer to that of the specified participant or shareholder. The consultant shall also submit a copy of the written notification to the certification body of the specified participant or shareholder that the joint venture shall implement the quality system by the specified participant or shareholder and the written agreement of all participants, or as the case may be, shareholders of the joint venture that the activities of the joint venture shall be subject to the surveillance of the certification body.

* Delete whichever inappropriate

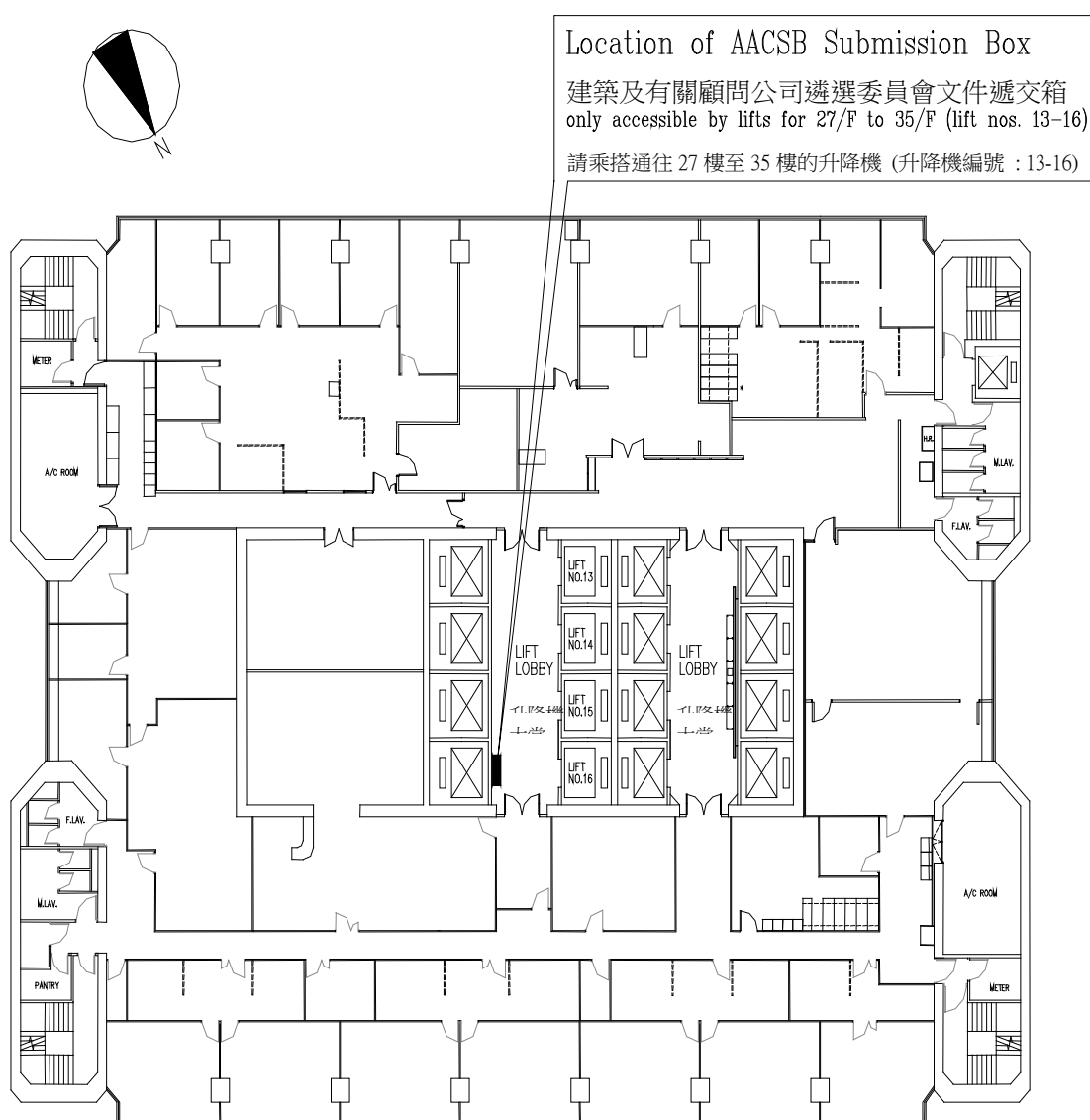
Templates to be marked on the returning envelopes

(a) Technical Proposal

RESTRICTED (CONTRACT)	
To:	Chairman, AACSB 35/F, Queensway Government Offices 66 Queensway Hong Kong
Re:	AACSB Technical Proposal for Agreement No.: _____ Title: _____ Submitted By: _____

(b) Fee Proposal

RESTRICTED (CONTRACT)	
To:	Chairman, AACSB 35/F, Queensway Government Offices 66 Queensway Hong Kong
Re:	AACSB Fee Proposal for Agreement No.: _____ Title: _____ Submitted By: _____



Layout Plan of ArchSD Hq. at 35/F, Queensway Government Offices
金鐘政府合署 35 樓建築署總部平面圖

Retention of Money Payable to Non-resident Consultant for Settlement of Profits Tax

(ETWB TC(W) No. 34/2004 has been subsumed under this Annex which should only be updated by Works Branch of Development Bureau.)

[Refer to Technical Reference No. 12 at Appendix 36 for background information.]

Please note that where the Consultant is a non-resident corporation or, where the Consultant is an unincorporated joint venture or partnership or sole proprietorship, any one of the participants or partners or the sole proprietor is a non-resident, the Government shall withhold a percentage equivalent to the prevailing Hong Kong Special Administrative Region (hereinafter referred to as Hong Kong) profits tax rate applicable to unincorporated and incorporated business at the time the services are rendered (For the details of the current profit tax rates, please refer to the website of the Inland Revenue Department www.ird.gov.hk) of any fee payable to the Consultant, whether by way of lump sum, instalments or discounted payments, but exclusive of any reimbursement of expenses, if any, in respect of the Services performed/provided in Hong Kong for the settlement of Hong Kong profits tax chargeable on the fee. Any balance representing the excess of fees so withheld in the basis period of the year of assessment over the Consultant's tax liability for that year will be returned to the Consultant without interest within a reasonable time upon final determination and settlement of his tax liabilities.

Where the Consultant is a non-resident corporation or, where the Consultant is an unincorporated joint venture or partnership or sole proprietorship, any one of the participants or partners or the sole proprietor is a non-resident, should he be awarded the consultancy, such data (including but not limited to his name, nature of engagement, consultancy period, consultancy fee, correspondence address (both local and overseas) and the amount of tax withheld) will be notified/provided to the Inland Revenue Department for tax assessment and collection purposes.

“Non-resident” means in the case of an individual, one who maintains a place of abode outside Hong Kong; and in the case of a corporation, one which is not incorporated in Hong Kong.

Consultant shall declare his resident status or the sole proprietor's resident status in his consultancy proposals. If the Consultant is an unincorporated joint venture or partnership, the Consultant must declare the resident status of each and every participant or partner thereof. A sample declaration letter is attached hereafter.

Sample Declaration Letter
Consultancy for the provision of Services for Project

(ETWB TC(W) No. 34/2004 has been subsumed under this Annex which should only be updated by Works Branch of Development Bureau.)

[Refer to Technical Reference No. 12 at Appendix 36 for background information.]

Agreement No. [XX]

[Agreement Title]

To: The Government of the HKSAR

¹We declare that we are Hong Kong Resident / Non-resident [please delete where inappropriate] having regard to the definition of “Non-resident” in Annex K of the Invitation Letter for consultancy proposal in respect of the Project.

Or

²We declare that our sole proprietor is a Hong Kong Resident / Non-resident [please delete where inappropriate] having regard to the definition of “Non-resident” in Annex K of the Invitation Letter for consultancy proposal in respect of the Project.

Or

³We declare that the participants/partners of the Consultant’s unincorporated joint venture/partnership are all Hong Kong Residents having regard to the definition of “Non-resident” in Annex K of the Invitation Letter for consultancy proposal in respect of the Project.

Or

⁴We declare that the following participants/partners in the Consultant’s unincorporated joint venture/partnership are Non-resident(s) having regard to the definition of “Non-resident” in Annex K of the Invitation Letter for consultancy proposal in respect of the Project, and the rest of the participants/partners are Hong Kong Residents:

¹ For use where the Consultant is an incorporated company.

² For use where the Consultant is a sole proprietorship.

³ For use where the Consultant is an unincorporated joint venture or partnership and all the participants/partners are Hong Kong Residents.

⁴ For use where the Consultant is an unincorporated joint venture or partnership and some but not all the participants/partners are Hong Kong Residents.

1.

2.

3.

Name of Consultant: _____

Signature of Person authorised to sign the Proposal: _____

Name in block letters: _____

Telephone number: _____

Date: _____

To: The Government of the Hong Kong Special Administrative Region (“Government”)

Date: _____

Dear Sir/Madam,

Consultancy Agreement No. []

[Agreement Title]
Letter of Anti-collusion Undertaking

[I/We], [(Name of the consultant) of (Address of the consultant)]¹, refer to [my/our] Technical and Fee Proposals for the above Agreement..

*[I/We] confirm that, before *[I/we] sign this letter, *[I/we] have read and fully understand this letter.

*[I/We], represent and warrant that in relation to the Technical and Fee Proposals for the above Agreement:

- (i) *[I/We], other than the Excepted Communications referred to in the last paragraph of this letter, have not communicated and will not communicate to any person other than the Government the amount of the proposed fee in the Fee Proposal or any part thereof until *[I/we] have been notified by the Government of the outcome of the bidding exercise;
- (ii) *[I/We] have not fixed and will not fix the amount of the proposed fee in the Fee Proposal or any part thereof by arrangement with any person;
- (iii) *[I/We] have not made and will not make any arrangement with any person as to whether *[I/we] or that other person will or will not submit Technical and Fee Proposals; and
- (iv) *[I/We] have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the bidding process.

*[I/We] shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

In this letter, the expression “Excepted Communications” means *[my/our] communications in strict confidence with:

- (i) *[my/our] own insurers or brokers to obtain an insurance quotation for computation of the proposed fee in the Fee Proposal;
- (ii) *[my/our] sub-consultants to solicit their assistance in preparation of the Technical and Fee Proposals; and
- (iii) *[my/our] bankers in relation to financial resources for the Agreement.

Signed for and on behalf of [name of the consultant]
by [name and position of the signatory]²:

Name of Witness:

Signature of Witness:

Occupation:

[Guidance Notes:

* **Delete as appropriate.**

- 1. Where the consultant comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.**
- 2. Where the consultant comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign Government contracts on behalf of that person or as the case may be company.]**

A Worked Example for the Scenario Analysis to Select the Highest Total of the Combined Scores

[Guidance Note: This example is based on three consultancy agreements to be awarded to three different consultants, i.e. a consultant will be awarded only one of these consultancy agreements. Project officer shall amend this example where appropriate.]

Example 1 – One consultant gains the highest combined scores in two agreements and another consultant gains the highest combined score in the remaining agreement

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant C	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant B	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant A	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for Agreement I and Agreement II, and Consultant C gains the highest combined score for Agreement III. As Consultant C attains the highest combined score in only Agreement III, Agreement III will be awarded to Consultant C. Meanwhile, Agreement I and Agreement II cannot be both awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the two possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Total of Combined Scores
Combination 1			
Consultant	Consultant A	Consultant B	
Combined Score	100.00	89.00	189.00
Combination 2			
Consultant	Consultant B	Consultant A	
Combined Score	83.50	91.00	174.50

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant B and Consultant C respectively.

Example 2 – One consultant gains the highest combined scores in two agreements, and another consultant gains the highest combined score in the remaining agreement where this consultant gains the second highest combined scores in the other two agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant B	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant C	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for Agreement I and Agreement II, and Consultant B gains the highest combined score for Agreement III. As Consultant B attains the highest combined score in only Agreement III, Agreement III will be awarded to Consultant B. Meanwhile, Agreement I and Agreement II cannot be both awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) For Agreement I and Agreement II, although Consultant B gains the second highest combined score, as Consultant B will be awarded with Agreement III as stated above, and the maximum number of awarded agreements for each consultant is one only, Consultant B would not be further considered for award in Agreement I and Agreement II, and thus, the third highest ranked consultants in Agreement I and Agreement II would need to be taken into account. By taking into account the third highest ranked consultants, the two possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Total of Combined Scores
Combination 1			
Consultant	Consultant A	Consultant C	
Combined Score	100.00	83.50	183.50
Combination 2			
Consultant	Consultant C	Consultant A	
Combined Score	83.00	91.00	174.00

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant B respectively.

Example 3 – One consultant gains the highest combined scores in all agreements, and three different consultants gain the second highest combined scores in the agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant C	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant D	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant B	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant C	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the three possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1				
Consultant	Consultant A	Consultant C	Consultant D	
Combined Score	100.00	89.00	91.00	280.00
Combination 2				
Consultant	Consultant B	Consultant C	Consultant A	
Combined Score	83.50	89.00	97.00	269.50
Combination 3				
Consultant	Consultant B	Consultant A	Consultant D	
Combined Score	83.50	91.00	91.00	265.50

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant D respectively.

Example 4 – One consultant gains the highest combined scores in all agreements, and one consultant gains the second highest combined scores in two agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant C	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant D	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant E	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant B	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the three possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1				
Consultant	Consultant A	Consultant B	Consultant C	
Combined Score	100.00	89.00	91.00	280.00
Combination 2				
Consultant	Consultant B	Consultant B	Consultant A	
Combined Score	83.50	89.00	97.00	269.50
Combination 3				
Consultant	Consultant B	Consultant A	Consultant C	
Combined Score	83.50	91.00	91.00	265.50

Combination 2 would not be considered as the maximum number of awarded agreements for each consultant is only one. Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant B and Consultant C respectively.

Example 5 – One consultant gains the highest combined scores in all agreements, and one consultant gains the second highest combined scores in all agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant B	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant C	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) If the second highest ranked consultants are taking into consideration, there is no combination that could fulfill the requirement that the maximum number of awarded agreements for each consultant is only one, as one consultant gains the second highest combined scores in all agreements. Thus, the third highest ranked consultants would need to be taken into consideration. By taking into account the third highest ranked consultants, the six possible combinations of tenders are illustrated as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1a				
Consultant	Consultant A	Consultant B	Consultant C	
Combined Score	100.00	89.00	81.50	270.50
Combination 1b				
Consultant	Consultant A	Consultant C	Consultant B	
Combined Score	100.00	83.50	91.00	274.50
Combination 2a				
Consultant	Consultant C	Consultant B	Consultant A	
Combined Score	83.00	89.00	97.00	269.00
Combination 2b				
Consultant	Consultant B	Consultant C	Consultant A	
Combined Score	83.50	83.50	97.00	264.00
Combination 3a				
Consultant	Consultant B	Consultant A	Consultant C	
Combined Score	83.50	91.00	81.50	256.00
Combination 3b				
Consultant	Consultant C	Consultant A	Consultant B	
Combined Score	83.00	91.00	91.00	265.00

Combination 1b, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant B respectively.

Annex N to the Invitation Letter – National Security

To: The Government of the Hong Kong Special Administrative Region
("Government")

Date: __

Dear Sir/Madam,

Consultancy Agreement No. []

[Agreement Title]

Letter of Confirmation for Compliance with National Security

1. *[I/We], [(Name of the consultant) of (Address of the consultant)]¹, refer to *[my/our] submission for the above agreement.
2. *[I/We] confirm that, before *[I/we] sign this letter, *[I/we] have read and fully understand this letter and paragraphs [insert appropriate reference] in the invitation letter.
3. *[I/We], represent and warrant that *[I/we], have not engaged, *[am/are] not engaging and will not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security.
4. *[I/We] shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

Signed for and on behalf of [name of the consultant] by
[name and position of the signatory]²:

Name of Witness:

Signature of Witness:

Occupation:

- * Modify/Delete as appropriate.
- 1 Where the consultant comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
- 2 Where the consultant comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorised to sign Government contracts on behalf of that person or as the case may be company.

Combined Score Assessment of Technical and Fee Proposals

The combined score assessment of Technical and Fee Proposals will be carried out in accordance with DEVB TC(W) No. 2/2016 and their subsequent updates (if any) with amendments as shown below:

A. Revised Fee Diving Control Mechanism

1. Thresholds are set at 80% and 100% of the Median Consultancy Fee (Fx) which is the median of consultancy fees of all conforming bids and the pretender estimated consultancy fee worked out by the procuring department for that particular assignment.
2. If the consultancy fee of the bid being assessed falls between 0.8 Fx and 1.0 Fx (both inclusive), it will get the full weighted consultancy fee score.
3. If the consultancy fee of the bid being assessed is higher than 1.0 Fx but not 2.0 Fx, the assessment method of the weighted consultancy fee score will follow the formula below:

$$\text{Weighted Consultancy Fee Score} = \text{Specified weighting} \times \left(1 - \frac{\text{Fee of bid being assessed} - F_x}{F_x} \right)$$

4. If the consultancy fee of the bid being assessed is higher than 2.0 Fx, the weighted consultancy fee score will be zero.
5. If the consultancy fee of the bid being assessed is less than 0.8 Fx, the assessment method of the weighted consultancy fee score will follow the formula below:

$$\text{Weighted Consultancy Fee Score} = \text{Specified weighting} \times \left(0.6 + 0.4 \times \frac{\text{Fee of bid being assessed}}{0.8 F_x} \right)$$

B. Calculation of Adjusted All-inclusive Time Charge Rates and Adjusted Notional Value for Additional Services

1. The consultants are required to provide on the first page of the Fee Proposal a set of percentage adjustment factors which will be used to calculate the adjusted all-inclusive time charge rates in accordance with paragraph 4 below for the additional Services under the Agreement.
2. The percentage adjustment factors input by the consultants shall not exceed the range of -30% to +30%.

3. The consultant shall not be allowed to make any change to the percentage adjustment factors on the first page of the Fee Proposal, except the corrections as provided below:

- (i) Any percentage adjustment factor entered by the consultant on the first page of the Fee Proposal which is higher than the upper limit shall be corrected to the upper limit while any percentage adjustment factor entered by the consultant on the first page of the Fee Proposal which is lower than the lower limit shall be corrected to the lower limit.
- (ii) If the consultant fails to put in any or all of the percentage adjustment factors, the relevant percentage adjustment factors shall be corrected by deeming the factors as zero.
- (iii) The consultant will be requested to confirm that it agrees to abide by its bid with the percentage adjustment factors so corrected for calculating the adjusted all-inclusive time charge rates for bid assessment purpose and for payment of additional Services/management of the consultant upon award of the assignment. If the consultant fails to confirm its agreement to abide by its bid with the factors so corrected by specific deadline, the consultant's bid shall not be considered further.

4. The adjusted all-inclusive time charge rates for bid assessment purpose and for payment of additional Services/management of the consultant upon award of the assignment are calculated by using the formula below:

$$\text{Adjusted all-inclusive time charge rates} = \left[\begin{array}{c} \text{Proposed} \\ \text{percentage} \\ \text{adjustment} \end{array} \times \begin{array}{c} \text{All-inclusive time} \\ \text{charge rates in the} \\ \text{Fee Proposal} \\ \text{Proforma} \end{array} \right]$$

where the proposed percentage adjustment is calculated by 100% + percentage adjustment factor (with corrections if necessary) in the Fee Proposal.

5. For the purpose of assessment of the Fee Proposal (i.e. Weighted Consultancy Fee Score), a "consultancy fee" shall be calculated for by summing (a) the lump sum fee (comprising staff costs and non-staff costs), (b) the adjusted notional value for additional Services as calculated by using the formula below, and (c) if applicable, the notional resident site staff on-cost charges.

$$\text{Adjusted notional value for additional Services} = \sum \left[\begin{array}{c} \text{Notional} \\ \text{man-hours} \\ \text{for additional} \\ \text{Services} \end{array} \times \begin{array}{c} \text{Proposed} \\ \text{percentage} \\ \text{adjustment} \end{array} \times \begin{array}{c} \text{All-inclusive time} \\ \text{charge rates in the} \\ \text{Fee Proposal} \\ \text{Proforma} \end{array} \right]$$

where the proposed percentage adjustment is calculated by 100% + percentage adjustment factor (with corrections if necessary) in the Fee Proposal.

6. The checking of the "Specified Percentage Range" requirement in accordance with the DEVB TC(W) No. 2/2016 is not required.

Consultancy Agreement No. : Fee Proposal

RESTRICTED (CONTRACT) ARCHITECTURAL & ASSOCIATED CONSULTANTS SELECTION BOARD FEE PROPOSAL

(The relevant content in this Fee Proposal Proforma is based on the standard form as given originally in ETWB TC(W) No. 23/2003, 23/2003A and 23/2003B.)

To : Chairman, AACSB+
Director of Architectural Services
35/F Queensway Government Offices
66 Queensway
Hong Kong

Consultancy Agreement No. :

Title :

We submit our Fee Proposal and the Annexes hereto. I/We confirm that technical proposals have been submitted under separate cover.

FEE BASIS : *Lump Sum/Time Charge/Percentage Fee
(Completed by the DR's Delegate)

TECHNICAL/CONSULTANCY FEE/FEE QUALITY : _____ / _____ / _____
WEIGHTING (ratio)
(Completed by the DR's Delegate)

PROPOSED FEE # : HK\$ _____
(Completed by the Consultant**)

ADDITIONAL SERVICES

Categories of Staff	@Notional Number of Man-Hours (Completed by the DR's Delegate)	All-Inclusive Time Charge Rates (HK\$/Man-Hour) (Completed by the DR's Delegate) ⁺⁺	Percentage Adjustment Factor (%) ^{<} (Completed by the Consultant ^{**})
&Partners/Directors			
&Chief Professional Staff			
&Senior Professional Staff			
&Professional Staff			
&Assistant Professional			
&Technical Staff			

Consultancy Agreement No. : Fee Proposal

***DIRECT EMPLOYMENT OF RESIDENT SITE STAFF (RSS) OR GOVERNMENT STAFF POSTED TO THE CONSULTANT BY THE EMPLOYER**

(Refer to Clause ____ of the Brief)

- The RSS on-cost rates are:

Collective rank of RSS directly employed by the Consultant	RSS on-cost rate of each collective rank (\$/man-month) (Completed by Consultant**)
R2*	
R3*	
R4*	
R5*	

Collective rank of Government staff posted to the Consultant by the Employer	On-cost rate of each collective rank (\$/man-month) (Completed by Consultant**)
R8*	
R9*	
R10*	
R11*	

[Guidance Note: Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

- The notional numbers of man-months of collective ranks of RSS directly employed by the Consultant or Government staff posted to the Consultant by the Employer are listed in the table below. The RSS on-cost rates in the Fee Proposal will be applied with the notional numbers of man-months to arrive at the “notional RSS on-cost charges” to be used for purpose of the combined score assessment of Technical and Fee Proposals by adopting DEVB TC(W) No. 2/2016 and its subsequent updates (if any).

Collective rank of RSS directly employed by the Consultant	Notional number of man-months of each collective rank (man-month) [Guidance Note: To be inserted by managing department before invitation of Technical and Fee Proposals]
R2*	
R3*	
R4*	
R5*	

Consultancy Agreement No. : Fee Proposal

Collective rank of Government staff posted to the Consultant by the Employer	Notional number of man-months of each collective rank (man-month) <i>[Guidance Note: To be inserted by managing department before invitation of Technical and Fee Proposals]</i>
R8*	
R9*	
R10*	
R11*	
<i>(Guidance Note: Please provide the further breakdown of notional number of man-months for Government staff to be posted for “Design Training” and “Site Training” if appropriate)</i>	

[Guidance Note: Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

- The notional RSS establishment is given in **Attachment A**.
- The details of the collective ranks of RSS directly employed by the Consultant or Government staff posted to the Consultant by the Employer are in Clause SCE26 of the Special Conditions of Employment.

***DEPLOYMENT OF RESIDENT SITE STAFF (RSS)**

(See Clause ____ of the Schedule of Fees for the meaning of Deployment of RSS)

Categories of Staff	@ Notional Number of Man-Months (Completed by the DR's Delegate)	All-Inclusive Rates (HK\$/Man-Month) (Completed by Consultant**)
Professional Staff		
Technical Staff		
Clerical / General Staff		

Consultancy Agreement No. : Fee Proposal

Attachment A – Notional RSS Establishment

(I) Rank	(II) Posts in notional RSS establishment	(III) Number in notional RSS establishment	(IV) Notional number of man-months	(V) Collective rank of RSS directly employed by the Consultant
			(sub-total =)	R2*
			(sub-total =)	R3*
			(sub-total =)	R4*
			(sub-total =)	R5*

(I) Rank	(II) Posts in notional RSS establishment	(III) Number in notional RSS establishment	(IV) Notional number of man-months	(V) Collective rank of Government staff posted to the Consultant by the Employer
			(sub-total =)	R8*
			(sub-total =)	R9*
			(sub-total =)	R10*
			(sub-total =)	R11*

[Guidance Note: Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

Consultancy Agreement No. : Fee Proposal

Signed : _____

Name : _____

for and on behalf of : _____

Date : _____

Encl.

Legend:

- @ Refer to DEVB TC(W) No. 2/2016 in determining the notional man-hours for additional Services before inviting Technical and Fee Proposals.
- # The Proposed Lump Sum Fee shall be **equal to** the total fee for the Staff and Non-Staff Charges for all stages in the summary breakdown of fee in Part I.
- + This Fee Proposal must be submitted in **duplicate** in a **sealed envelope** marked “AACSB Fee Proposal for Agreement No. _____, Submitted by _____ (Name of the Consultant) ”.
- < The percentage adjustment factors for additional Services shall not exceed the range of 30% to +30% and are subject to correction in accordance with paragraph [] **【Insert appropriate paragraph number】** of the Invitation Letter for Submission of Technical and Fee Proposals
- ++ To be inserted based on the latest set of all-inclusive time charge rates published by DEVB before invitation of Technical and Fee Proposals.
- * *Delete as appropriate*
- ** *Refer to the attached Guidelines on the Preparation of this Fee Proposal*
- & *To be modified as appropriate*

Part I

Consultancy Agreement No. _____

SUMMARY BREAKDOWN OF FEE AMONG WORKS STAGES OF THE AGREEMENT

1. Staff Charges

Consultancy Stage	Man-Weeks #					
	Partners / Directors	Chief Professional	Senior Professional	Professional	Assistant Professional	Technical
Stage 1 – Inception Feasibility/Brief Development						
Stage 2 – Outline Proposals & Sketch Design						
Stage 3 – Details Design						
Stage 4 – Documentation/Tendering						
Stage 5 – Construction Supervision						
Stage 6 – Post Handover Services						
Total						

Consultancy Stage	Fee (HK\$)*					
	Partners / Directors	Chief Professional	Senior Professional	Professional	Assistant Professional	Technical
Stage 1 – Inception Feasibility/Brief Development						
Stage 2 – Outline Proposals & Sketch Design						
Stage 3 – Details Design						
Stage 4 – Documentation/Tendering						
Stage 5 – Construction Supervision						
Stage 6 – Post Handover Services						
Total						

2. Non-Staff Charges

Consultancy Stage	Fee (HK\$)*
Stage 1 – Inception Feasibility/Brief Development	
Stage 2 – Outline Proposals & Sketch Design	
Stage 3 – Details Design	
Stage 4 – Documentation/Tendering	
Stage 5 – Construction Supervision	
Stage 6 – Post Handover Services	
Total	

N.B. # The manpower input in this breakdown shall tally with the manpower input in the technical proposal as well as that in Part II.

* The fees for Staff Charges and Non-Staff Charges for all stages shall be carried forward from Part II.

Part II

Consultancy Agreement No. _____

BREAKDOWN OF FEE FOR WORK STAGE: _____*

1. Staff Charges

Discipline	Man-Weeks					
	Partners / Directors	Chief Professional	Senior Professional	Professional	Assistant Professional	Technical
Total						

Discipline	Fees (HK\$)					
	Partners / Directors	Chief Professional	Senior Professional	Professional	Assistant Professional	Technical
Total						

2. Non-Staff Charges

Item	Charge (HK\$)
Other Charges (please specify, if any):	
Total	

-
- * N.B. (a) A separate sheet must be included in the Fee Proforma issued to the shortlisted consultants for each Stage of the consultancy.
- (b) Use supplementary sheets as necessary

Part III

Consultancy Agreement No. _____

BREAKDOWN OF FEE AMONG DISCIPLINES

Description *	Name of Lead Consultant(s)/Sub-consultant(s)	Fee (HK\$)	% of Total
Total			100%

N.B. * To be completed by the DR's Delegate

Part IV

Consultancy Agreement No. _____

ADDITIONAL SERVICES/ITEMS PROPOSED FOR CONSIDERATION

No.	Description	Fee (HK\$)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

-
- N.B. (a) "Additional Services/Items Proposed for Consideration" will ***not*** be taken into consideration in the assessment of Fee Proposals.
 (b) Use supplementary sheets as necessary.

Part V

Consultancy Agreement No. _____

Submission of Fee Proposal

MANNING SCHEDULE IN MAN-WEEKS (WITH CHARGE RATES AND FEES)

Staff Category : Partners/Directors / Chief Professional / Senior Professional / Professional / Assistant Professional / Technical *

No. of Month 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

Name and Position	Year Quarter	20XX	20XX				20XX				20XX	Time Input (Weeks)	%	Weekly Charge Rate (HK\$)	Fee (HK\$)
		4	1	2	3	4	1	2	3	4	1				
<u>Lead Consultant</u>															
<u>Sub-consultant(s)</u>															
Totals															

- N.B. (a) Charge rates must be all inclusive rates.
 (b) **Separate sheets should be included for each staff category.**
 (c) Core personnel of the lead and sub-consultants* should be shown.
 (d) The Staff Category (P/D, CP, SP, P, AP and T)* shall refer to the six* categories defined at Table 1 attached to the Conditions of Submission of Technical and Fee Proposals.

* Delete/amend as appropriate



ARCHITECTURAL SERVICES DEPARTMENT 建築署

QUEENSWAY GOVERNMENT OFFICES, 66 QUEENSWAY, HONG KONG. 香港金鐘道六十六號金鐘道政府合署

LETTER OF INVITATION AND ENQUIRY DOCUMENT FOR DIRECT SELECTION

Dear Sirs,

Consultancy Agreement No. _____
Title : _____

+With reference to the above project, I enclose the following Enquiry Documents :

- ☐ Conditions of Employment and Schedule of Fees (if not previously issued)
- ☐ Special Conditions of Employment (if any)
- ☐ Brief
- ☐ Guidelines on the Preparation of Technical Proposal
 - ☐ Annex _____ *Manning Schedule
- ☐ Guidelines on the Preparation of Fee Proposal
- ☐ Fee Proposal Pro-forma, including annexes
 - ☐ Annex _____ - Breakdown of Fee Among Stages of the Agreement
 - ☐ Annex _____ - Breakdown of Fee Among Disciplines
 - ☐ Annex _____ - Additional Services/Items Proposed for Consideration
 - ☐ Annex _____ - Breakdown of Fee for Individual Work Stages
 - ☐ Annex _____ - Manning Schedule and Time Charge Rates

A statement of ISO 9000 Certification (see Annex A) shall be submitted together with the Fee Proposal.

I would like to draw your particular attention to the requirements stipulated in Clause _____ and Clause _____ of the Special Conditions of Employment regarding the disclosure of fee payable to the selected consultant and ISO 9000 Certification respectively.

With no obligation to Government, if you wish to be considered for this assignment please complete and return the enclosed Fee Proposal pro-forma before the date stipulated below.

TheDR's Delegate : _____ (Name) _____ (Post) _____ (Tel. No.)

Deadline for Submission : _____

Yours faithfully,

Assistant Director (_____)
for Director of Architectural Services

+ Tick box as appropriate

GUIDELINES ON THE ASSESSMENT AND MARKING OF TECHNICAL PROPOSALS

The following guidelines shall be followed when preparing a marking scheme for Technical Proposals:

- The marks to be allocated to each main section of the Technical Proposals shall be within the range indicated below and shall total 100% -

	Percentage mark to be allocated (%) [Percentage mark (%) in square brackets is to be adopted if EOI is not used]	
Section [Each Section to be expanded into Sub-sections with a percentage mark to be allocated to each Sub-section which should be made known to the bidders]	Design-Focused Disciplines (i.e. Architectural, Building Services, Structural Engineering, Landscape Architectural, Building Surveying)	Non-Design-Focused Disciplines (i.e. Quantity Surveying)
1. Consultant's Experience	0 - 5 [5 - 10]	0 - 5 [5 - 10]
2. Response to the Brief	5 - 15	5 - 15
3. Approach to Cost Effectiveness and Sustainability	10 - 25	5 - 20
4. Methodology and Work Programme	20 - 30	5 - 10
5. Innovation and Creativity	5 - 15	NA
6. Staffing	25 - 35	35 - 50
7. Past Performance	10 - 25+	10 - 30+
Past Performance of the consultant	10 - 20	10 - 20
Past Performance of the sub-consultants	0 - 10	0 - 10

2. The procuring department shall pre-determine :

- (i) the composition of the Assessment Panel (disciplines and departments);
- (ii) the weighting to be applied to each discipline represented on the Panel (the weighting of marks in an individual discipline shall be in proportion to the ratio of value of works and/or the nature and complexity of that discipline to the estimated project value and/or nature and complexity of the project);
- (iii) the marks to be allocated to each section and sub-section of the Technical Proposal;
- (iv) the estimated manpower input for the assignment with breakdown for each category of staff;
- (v) the weighting of staff composition for assessing the manpower proposals from consultants; and
- (vi) the degree of non-compliance with minimum academic/ professional qualifications and/or minimum experience and the associated multipliers to be applied for the assessment of the “adequacy of professional and technical manpower input”.

Details of item (ii), (iii) and (v) shall be subject to approval of the AACSB (or DCSC as appropriate), prior to inviting submissions.

3. Each Panel Member shall grade each section/sub-section, except the “past performance” section / sub-sections and the “adequacy of professional and technical manpower input” sub-section of the “staffing” section, as either 'very good', 'good', 'fair' or 'poor'. The marks that shall correspond to these grades are:

Grade	Marks (%)
Very Good	1.0 x Y
Good	0.8 x Y
Fair	0.6 x Y
Poor	0.3 x Y

where Y is the percentage mark allocated to the criterion.

For selection criteria “Consultant’s Experience” and “Staffing” which adopt the “Full Marks Approach”, full marks should normally be given if the quantitative specifications set out by the Assessment Panel in paragraphs 4(a) to 4(d) below are able to be met as assessed by the Assessment Panel Members. For other selection criteria not adopting the “Full Marks Approach”, if the Brief or other relevant requirements are just fulfilled, a “fair” grading at most should normally be given.

The weighted marks of Assessment Panel Members shall then be accumulated to produce the final marks for each sub-section. Summation of all sub-section final marks will produce a total mark for the technical proposal. Normally, no passing mark shall need to be set for each section/sub-section or the whole of the Technical Proposal.

(Note: Refer to Section 3.23 of the AACSB Handbook for rounding marks in tender evaluation.)

+ Regarding the assessment of past performance of sub-consultants in Technical Proposals, the Assessment Panel shall observe the requirements given in section(B)(4) in Appendix B of DEVB TC(W) No. 2/2016.

4. The following is an example of the sub-sections, numerical values and weightings that may be used:

<u>Section</u>	<u>Sub-section</u>	<u>Numerical Value (Y)</u>	<u>Weighting</u>
(1) Consultant's Experience		5	5%
(2) Response to the Brief			10%
	(i) Understanding of Objectives	2	
	(ii) Identification of Key Issues	3	
	(iii) Appreciation of project constraints/risks and special requirements	2	
	(iv) Presentation of design approach and ideas (in regard to aspects such as general arrangement, layout, functionality, green measures, heritage conservation, aesthetics and overall appearance where appropriate)	3	
(3) Approach to Cost-Effectiveness and Sustainability			10%
	(i) Examples and discussion of past projects to demonstrate the consultant's will, ability and physical measures to produce cost-effective, energy efficient and environmentally friendly solutions which are applicable to the project	2	
	(ii) Approach to achieve cost-effectiveness (including life-cycle costs vis-à-vis initial project cost), energy efficiency, environmental friendliness and green procurement* on this project.	8	

[*Government's Green Procurement Policy
(extracted from

http://www.epd.gov.hk/epd/english/how_help/green_procure/green_procure.html)

As early as year 2000, the Government amended its procurement regulations to require bureaux and departments to take into account environmental considerations when procuring goods and services. Specifically, bureaux and departments are encouraged to avoid single-use disposable items, and purchase products:

- with improved recyclability, high recycled content, reduced packing and greater durability;
- with greater energy efficiency;
- utilizing clean technology and/or clean fuels;
- which result in reduced water consumption;
- which emit fewer irritating or toxic substances during installation or use; or
- which result in smaller production of toxic substances, or of less toxic substance, upon disposal.]

<u>Section</u>	<u>Sub-section</u>	<u>Numerical Value (Y)</u>	<u>Weighting</u>
(4) Methodology and Work Programme			20%
	(i) Technical approach to enable delivery of the project practicably having regard to the reasonable time required and other technical constraints vis-à-vis the project requirements (including construction methods to facilitate mechanization, prefabrication and other productivity enhancements where appropriate, especially where they can reduce manpower demands of trades of acute labour shortage)	5	
	(ii) Health, Safety and environmental issues to be addressed in delivering the project	5	
	(iii) Work programme with highlights to demonstrate ways to expedite the programme where applicable, to deal with programme constraints and interfaces, and to level and reduce the resources peak	5	
	(iv) Arrangements for contract management and site supervision including a proposed system of monitoring site supervision	5	
(5) Innovation and Creativity			10%
	(i) particular design aspects/issues/requirements (<i>as identified and specified by the departments</i>)	5	
	(ii) particular construction aspects/issues/requirements (<i>as identified and specified by the departments</i>)	5	
(6) Staffing			25%
	(i) Staff organization chart.	2	
	(ii) Relevant experience and qualifications of core personnel.	6	
	(iii) Responsibilities and degree of involvement of named staff in the professional category or above.	9	
	(iv) Adequacy of professional and technical manpower input (This sub-section should carry 7 - 12% of the overall marks in design-focused disciplines and 10 - 15% of the overall marks in non-design-focused disciplines.) Multipliers for the degree of non-compliance for minor, medium and serious are __@, __@ and __@ respectively. (@ to be filled in by the Assessment Panel)	8	

<u>Section</u>	<u>Sub-section</u>	<u>Numerical Value (Y)</u>	<u>Weighting</u>
(7) Past performance			20%
	(i) past performance of the consultant in current and past projects.	12	
	(ii) past performance of the sub-consultants in current and past projects.	8	
		Total:	100%

4(a). Guidelines for the assessment of “Consultant’s experience

For attaining full mark (i.e. grade VG), a consultant shall possess experience in [5] or more relevant consultancy assignments in local or non-local building projects of similar scope and complexity and completed by the Consultant within [10] years on or before the original or the extended Technical and Fee (“T&F”) Proposals submission closing date.

No. of relevant consultancies involved	Grade
[5] or more	VG
[3] to [4]	G
[1] to [2]	F
0	P

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

4(b). Guidelines for the assessment of “Staff organization chart”

The pre-set descriptions for the four different grades are follows:

Description	Grade
Very efficient and effective staff organization with strong teams of experts and professionals and comprehensive communication and collaboration platforms	VG
Efficient and effective staff organization with well-defined teams of experts and professionals and suitable communication and collaboration platforms	G
Fair staff organization showing reasonable teams of experts and professionals and communication and collaboration platforms	F
No information or a poor staff organization	P

4(c). Guidelines for the assessment of “Relevant experience and qualifications of core personnel”

For attaining “F” grade or above, a consultant shall provide the minimum number of core personnel who should possess the corresponding minimum qualification and experience as set out in Table 1 and Table 2 below. Same marks shall be allocated to the core personnel under the same designation.

If the number of core personnel proposed by the consultant for a particular designation is more than that specified in the invitation documents, the average marks per person attained by the core personnel for that particular designation would be adopted in tender assessment. If the number of core personnel proposed by the consultant for a particular designation is less than that specified in the invitation documents, the core personnel proposed will be marked based on the relevant selection criteria while the core personnel missing in the submission will be graded “P”.

Table 1: Requirements on Number, Qualification, Experience and Relevant Job Reference

[Guidance Note: Under normal circumstances, the following table(s) for core personnel shall be adopted.]

Core Personnel Designation	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route or academic route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

^ Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.*
- (ii) To add additional tables if required.*
- (iii) To elaborate "Relevant Job Reference" in view of the specific nature of the project where appropriate.*
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]*

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

[Guidance Note: Under special circumstances, the procuring department may, subject to the endorsement by the AD/PD or an officer at D2 rank or above, specify the requirements of post qualification experience above the minimum requirements for core personnel as set out in Table 2 below under “VG” and/or “G” grades in order to suit specific need of individual projects. The procuring department shall critically review to ensure that there is no over-specification on such requirements under “VG” and “G” grades. Tables A, B, C and D are provided below as examples.]

Table A

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table B

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table C

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional)	Not less than [5] projects	VG
	Not less than [15] years (professional)	Not less than [3] projects	G
	Not less than [12] years (professional)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table D

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional); or Not less than [23] years (academic)	Not less than [5] projects	VG
	Not less than [15] years (professional); or Not less than [20] years (academic)	Not less than [3] projects	G
	Not less than [12] years (professional); or Not less than [17] years (academic)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

[^] Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.*
- (ii) To add additional tables if required.*
- (iii) To elaborate “Relevant Job Reference” in view of the specific nature of the project where appropriate.*
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]*

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

The minimum requirements on qualification and experience of individual categories of staff are shown in Table 2 below. Only the qualification and experience obtained by the proposed staff on or before the closing date of submission of Expression of Interest (or if it has been extended, the extended date) for this tender shall be counted.

Table 2: Minimum Requirements on Qualification and Experience

Staff category	Route	Minimum academic / professional qualifications	Minimum experience requirement
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience

[Guidance Note: Include other categories of staff if required.]

4(d). Guidelines for the assessment of “Responsibility and degree of involvement of named staff in the professional category or above”

For attaining full mark (i.e. grade VG), a consultant shall propose at least [80%] of the weighted total manpower input to be named staff in the professional category or above (i.e. including staff category of Professional, Senior Professional, Chief Professional and Partners/Directors).

Degree of Involvement (X)	Grade
$X \geq [80]\%$	VG
$[60]\% \leq X < [80]\%$	G
$[40]\% \leq X < [60]\%$	F
$X < [40]\%$	P

where X is calculated by using the following formula:

$$\frac{\text{Weighted manpower input of named staff in the professional category or above}}{\text{Weighted total manpower input}} = X \quad 100\%$$

[Guidance Note: the procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

5. Guidelines for the assessment of “Adequacy of Professional and Technical manpower input”

The marking of the “adequacy of professional and technical manpower input” attribute for each technical proposal shall be determined as follows:

Weighted total manpower input of the proposal as compared to the median weighted total manpower input (M_x)	Proportion of full mark to be given
≥ 1.0	1.0
> 0.6 and < 1.0	On sliding scale between 0.6 and 1.0
≤ 0.6	0.3

If the consultant’s proposed staff claimed to be in a particular staff category do not meet the minimum academic/professional qualifications and/or minimum experience requirements, the procedures set out in item 4, Appendix C of DEVB TC(W) No. 2/2016 should be followed. Where the information, together with clarifications from the consultant (if any), reveals non-compliance with the minimum academic/professional qualifications and/or minimum experience for one or more than one staff member, the “adequacy of professional and technical manpower input” attribute shall be adjusted by the Assessment Panel using the table below.

If the consultant does not input the staff category for any particular staff in the manning schedule of his technical proposal, the consultant may be approached, before the opening of the fee proposal, for clarification on the staff category for that particular staff, if any, input in the manning schedule of his fee proposal. In case the consultant clarifies that no staff category has been input for the staff in both technical and fee proposals, that particular staff shall be counted as non-compliance with the minimum academic/professional qualifications and/or minimum experience requirements for the purpose of assessment on this aspect only and the “adequacy of professional and technical manpower input” attribute shall be adjusted by the Assessment Panel using the table below. In determining the degree of non-compliance under this circumstance, the staff category and the academic/professional qualifications and/or experience of that particular staff shall be determined from the information in the curriculum vitae for named staff or the declaration to meet the minimum academic/professional qualifications and/or minimum experience requirements in the relevant staff categories for unnamed staff submitted in the technical proposal together with any clarification from the consultant on the factual information of the staff if appropriate.

Degree of non-compliance in the opinion of the Assessment Panel	Calculated Percentage = $B/A \times 100\%$ where A = Weighted total manpower input of the consultant B = Weighted manpower input of the proposed staff claimed to be in a particular staff category not meeting the minimum academic/professional qualifications and/or minimum experience requirements	Mark shall be multiplied by (exact multiplier to be decided by the Panel)
Minor	$> 0\% \text{ and } \leq (5\%^*)$	0.95 to 0.9
Medium	$> (5\%^*) \text{ and } < (10\%^*)$	0.9 to 0.8
Serious	$\geq (10\%^*)$	Below 0.8

Note: * The procuring department may update the figures in brackets to suit the project specific circumstances.

The adjustment shall not prevent the Assessment Panel from taking into account the discrepancy information in marking other aspects of the technical proposal.

The manpower input of a consultant is normally, prima facie, unacceptably low if the proportion of full mark given for the “adequacy of professional and technical manpower input” attribute is less than 0.6.

(See Annex 1 to Appendix 6 for worked examples of the calculation of Manpower Proposals from consultants.)

6.
 - (a) The employment status of the core personnel proposed by the consultants and their sub-consultants, i.e. full-time employed or non-full time employed, should be taken into account when marking the staffing section of the technical proposals.
 - (b) If assessment panels are in doubt of the employment status of the core personnel proposed by the consultants, they shall check with the record of consultants' company structure kept by the Secretary of AACSB or seek clarification from the consultants concerned.
 - (c) In the assessment of consultants' staffing proposals, the Assessment Panel will take into account the current and potential workload of the consultants' proposed core personnel. If the core personnel proposed by the consultants for the captioned Agreement would have concurrent commitments in other consultancies already awarded or being considered by the procuring department, and these core personnel has shown signs of overload in work, these core personnel may be disregarded in the technical assessment of the Staffing Section. If in doubt, a record of current workload of the consultants concerned could be obtained from the Secretary of AACSB for verification.
7. The Assessment Panel has to determine whether a consultant is technically competent to undertake an Agreement before the consultant's fee proposal is opened. If the consultant is considered not technically competent, justifications shall be included in the Submission for Requesting Endorsement of Technical Assessment and Release of Fee Proposals.
8. The envelope of Fee Proposals shall only be opened by the Chairman of AACSB after completion of assessment of technical proposals. It shall not be opened for retrieving information missing in the technical proposal unless the Assessment Panel has good reasons to believe that some essential information of the technical proposal might have been misplaced in the envelope of fee proposals.

WORKED EXAMPLES OF THE CALCULATION OF MANPOWER PROPOSALS FROM CONSULTANTS

Example 1

Technical / Consultancy Fee / Fee Quality weighting = 72% / 18% / 10%

- The procuring department has pre-determined to adopt the typical weighting of 6:3:1 for the categories of staff to perform the assignment as follows –

Staff Category		Weighting
(i)	Partners/ Directors (P/D)	6
(ii)	Chief Professional (CP)	
(iii)	Senior Professional (SP)	3
(iv)	Professional (P)	
(v)	Assistant Professional (AP)	1
(vi)	Technical (T)	

- The Assessment Panel endorsed the weighting of staff categories, and the criteria for defining the degrees of non-compliance with minimum academic/professional qualifications and/or minimum experience and the associated multipliers to be applied prior to tender invitation.
- Technical and Fee Proposals have been received from four tenderers A, B, C and D. The Technical Proposals have been opened. The manpower input proposed by the four tenderers vis-à-vis the pre-tender estimate (PTE) of the procuring department are as follows –

	Proposed Manpower Input (Man-weeks)					
	Professional Staff				Technical Staff	
	P/D	CP	SP	P	AP	T
A	15	75	165	200	240	745
B	20	130	250	440	200	750
C	25	115	220	360	150	870
D	21	155	280	440	320	640
PTE	23	140	200	410	280	820

4. Based on the proposed manpower input from all tenderers and the PTE, the weighted total manpower input is calculated as follows –

A	Professional staff :	$(15+75) \times 0.6 + (165+200) \times 0.3 = 54 + 109.5$ $= \underline{163.5 \text{ Man-weeks}}$
	Technical staff :	$(240 + 745) \times 0.1 = \underline{98.5 \text{ Man-weeks}}$
	Total :	$163.5 + 98.5 = \underline{262.0 \text{ Man-weeks}}$
B	Professional staff :	$(20+130) \times 0.6 + (250 + 440) \times 0.3 = 90 + 207$ $= \underline{297.0 \text{ Man-weeks}}$
	Technical staff :	$(200 + 750) \times 0.1 = \underline{95.0 \text{ Man-weeks}}$
	Total :	$297.0 + 95.0 = \underline{392.0 \text{ Man-weeks}}$
C	Professional staff :	$(25+115) \times 0.6 + (220 + 360) \times 0.3 = 84 + 174$ $= \underline{258.0 \text{ Man-weeks}}$
	Technical staff :	$(150 + 870) \times 0.1 = \underline{102.0 \text{ Man-weeks}}$
	Total :	$258.0 + 102.0 = \underline{360.0 \text{ Man-weeks}}$
D	Professional staff :	$(21+155) \times 0.6 + (280 + 440) \times 0.3 = 105.6 + 216$ $= \underline{321.6 \text{ Man-weeks}}$
	Technical staff :	$(320 + 640) \times 0.1 = \underline{96.0 \text{ Man-weeks}}$
	Total :	$321.6 + 96 = \underline{417.6 \text{ Man-weeks}}$
PTE	Professional staff :	$(23+140) \times 0.6 + (200 + 410) \times 0.3 = 97.8 + 183.0$ $= \underline{280.8 \text{ Man-weeks}}$
	Technical staff :	$(280 + 820) \times 0.1 = \underline{110.0 \text{ Man-weeks}}$
	Total :	$280.8 + 110.0 = \underline{390.8 \text{ Man-weeks}}$

5. The median weighted total manpower input of all conforming bids (including the pre-tender estimate) is calculated as –

	Weighted total manpower input (man-weeks)
A	262.0
B	392.0
C	360.0
D	417.6
PTE	390.8
Median	390.8

6. The tenderers' total manpower input vis-à-vis the median weighted total manpower input is given below:

	Weighted total manpower input of the proposal as compared to the median weighted total manpower input
A	0.67
B	1.00
C	0.92
D	1.07

7. The Assessment Panel shall mark "Adequacy of professional and technical manpower input" attribute of the Technical Proposal for all tenders according to the Assessment Criteria in Annex E of Appendix 5.1. Therefore, the marking of Tenderer A, B, C and D will be determined as follows:

	Proportion of full mark to be given
A	0.67
B	1.00
C	0.92
D	1.00

8. Refer to Appendix 6 Guideline 5 of the AACSB Handbook for defining degree of non-compliance with minimum academic/professional qualifications and/or minimum experience.

Example 2

Technical / Consultancy Fee / Fee Quality weighting = 72% / 18% / 10%

- The procuring department has pre-determined to adopt the typical weighting of 6:3:1 for the categories of staff to perform the assignment as follows –

Staff Category		Weighting
(i)	Partners/ Directors (P/D)	6
(ii)	Chief Professional (CP)	
(iii)	Senior Professional (SP)	3
(iv)	Professional (P)	
(v)	Assistant Professional (AP)	1
(vi)	Technical (T)	

- The Assessment Panel endorsed the weighting of staff categories, and the criteria for defining the degrees of non-compliance with minimum academic/professional qualifications and/or minimum experience and the associated multipliers to be applied prior to tender invitation.
- Technical and Fee Proposals have been received from four tenderers W, X, Y and Z. The Technical Proposals have been opened. The manpower input proposed by the four tenderers vis-à-vis the pre-tender estimate (PTE) of the procuring department are as follows –

	Proposed Manpower Input (Man-weeks)					
	Professional Staff				Technical Staff	
	P/D	CP	SP	P	AP	T
W	15	0	165	330	240	745
X	20	130	250	440	200	750
Y	25	0	220	360	0	870
Z	21	155	280	440	320	640
PTE	23	140	200	410	280	820

Note : Tenderer W has not proposed any staff in the “CP” category. Tenderer Y has not proposed any staff in “CP” category or “AP” category. For tender assessment purpose, the proposed manpower input in the respective staff categories for Tenderers W and Y shall be taken as zero.

4. Based on the proposed manpower input from all tenderers and the PTE, the weighted total manpower input is calculated as follows –

W	Professional staff :	$(15+0) \times 0.6 + (165+330) \times 0.3 = 9 + 148.5$ $= \underline{157.5 \text{ Man-weeks}}$
	Technical staff :	$(240 + 745) \times 0.1 = \underline{98.5 \text{ Man-weeks}}$
	Total :	$157.5 + 98.5 = \underline{256.0 \text{ Man-weeks}}$
X	Professional staff :	$(20+130) \times 0.6 + (250 + 440) \times 0.3 = 90 + 207$ $= \underline{297.0 \text{ Man-weeks}}$
	Technical staff :	$(200 + 750) \times 0.1 = \underline{95.0 \text{ Man-weeks}}$
	Total :	$297.0 + 95.0 = \underline{392.0 \text{ Man-weeks}}$
Y	Professional staff :	$(25+0) \times 0.6 + (220 + 360) \times 0.3 = 15 + 174$ $= \underline{189.0 \text{ Man-weeks}}$
	Technical staff :	$(0 + 870) \times 0.1 = \underline{87.0 \text{ Man-weeks}}$
	Total :	$189.0 + 87.0 = \underline{276.0 \text{ Man-weeks}}$
Z	Professional staff :	$(21+155) \times 0.6 + (280 + 440) \times 0.3 = 105.6 + 216$ $= \underline{321.6 \text{ Man-weeks}}$
	Technical staff :	$(320 + 640) \times 0.1 = \underline{96.0 \text{ Man-weeks}}$
	Total :	$321.6 + 96 = \underline{417.6 \text{ Man-weeks}}$
PTE	Professional staff :	$(23+140) \times 0.6 + (200 + 410) \times 0.3 = 97.8 + 183.0$ $= \underline{280.8 \text{ Man-weeks}}$
	Technical staff :	$(280 + 820) \times 0.1 = \underline{110.0 \text{ Man-weeks}}$
	Total :	$280.8 + 110.0 = \underline{390.8 \text{ Man-weeks}}$

5. The median weighted total manpower input of all conforming bids (including the pre-tender estimate) is calculated as –

	Weighted total manpower input (man-weeks)
A	256.0
B	392.0
C	276.0
D	417.6
PTE	390.8
Median	390.8

6. The tenderers' total manpower input vis-à-vis the median weighted total manpower input is given below –

	Weighted total manpower input of the proposal as compared to the median weighted total manpower input
W	0.66
X	1.00
Y	0.71
Z	1.07

7. The Assessment Panel shall mark “Adequacy of professional and technical manpower input” attribute of the Technical Proposal for all tenders according to the Assessment Criteria in Annex E of Appendix 5.1. Therefore, the marking of Tenderer W, X, Y and Z will be determined as follows:

	Proportion of full mark to be given
W	0.66
X	1.00
Y	0.71
Z	1.00

8. Refer to Appendix 6 Guideline 5 of the AACSB Handbook for defining degree of non-compliance with minimum academic/professional qualifications and/or minimum experience.

A WORKED EXAMPLE FOR ASCERTAINING FEE QUALITY SCORE

Technical and fee proposals have been received from four bidders W, X, Y and Z with details as follows –

Table 1:

Bidder	Consultancy Fees (\$ million)				
	Lump Sum Fee [A] = [B] + [C]		Adjusted Notional Values for Additional Services [D]	Notional Resident Site Staff On-cost Charges [E]	Total Fee [F] = [A] + [D] + [E]
	Staff Costs [B]	Non-staff Costs [C]			
W	20.57	0	2.53	5.23	28.33
X	30.15	0	3.06	7.23	40.44
Y	16.37	0	1.90	4.80	23.07
Z	31.11	0	2.94	6.53	40.58

The steps for determining the Fee Quality Score for each bidder are as follows:

- **Step 1** : Calculate the weighted total manpower input of the technical proposal for each bidder using the ratio for three staff groups (viz. “P/D and CP”, “SP and P”, and “AP and T”) as determined by the Assessment Panel (a ratio of 6:3:1 assumed in this worked example) by means of the assessment method at **Appendix C** of DEVB TC(W) No. 2/2016, and insert in Table 2 below.
- **Step 2** : Calculate M_x for each bidder, being the weighted total manpower input of the concerned tenderer divided by the median weighted total manpower input which is equal to the median of the weight total manpower inputs of all conforming bids (including the PTE) using the formula:

$$\frac{\text{weighted total manpower input of the bidder}}{\text{median weighted total manpower input of all conforming bids (including the PTE)}}$$

- **Step 3** : Insert lump sum fee for each bidder into Table 2 below.
- **Step 4** : Calculate the ratio of the lump sum fee to the median of lump sum fees of all conforming bids (including the PTE), for each bidder.

- **Step 5** : Calculate a Factor for Marking Fee Quality Score as:

$$\frac{\text{lump sum fee of the bidder}}{\text{median of lump sum fees of all conforming bids (including the PTE)}} \times \frac{1}{M_x}$$

- **Step 6** : Determine the Fee Quality Score as follows:

Factor for Marking Fee Quality	Fee Quality Score
≤ 0.5	0
> 0.5 and < 0.8	On sliding scale between 0 and 10
≥ 0.8	10

The calculated figures for the above steps for each bidder are tabulated in Table 2 below.

Table 2:

Bidder	Weighted Total Manpower Input (Man-weeks) [G]	M_x [H]= [G] / Median of [G]	Lump Sum Fee (\$million) [I]	Ratio of Lump Sum Fee to Median of Lump Sum Fees [J]=[I] / Median of [I]	Factor for Marking Fee Quality [K]= [J]/[H]	Fee Quality Score
W	640.7	0.8712	20.57	0.6823	0.7831	9.44
X	674.0	0.9165	30.15	1.0000	1.0911	10.00
Y	735.4	1.0000	16.37	0.5430	0.5430	1.43
Z	824.6	1.1213	31.11	1.0318	0.9202	10.00
PTE	826.0	-	30.60	-	-	-
Median	735.4	-	30.15	-	-	-

The lump sum fee of a consultant is normally, prima facie, unreasonably low if either ratio of his lump sum fee / lump sum fee of the PTE or ratio of his lump sum fee / median of lump sum fees of all conforming bids (including the PTE) is less than 0.6.

Architectural & Associated Consultants Selection Board

Agreement No : _____

Title : _____

Summary of Technical and Fee Proposals

Consultant	Technical Score	(I)	(II)	(III)	(IV)	(V)	Fee Quality Score
		Fee (\$)	Total Adjusted Notional Value for Additional Services (\$)	Notional RSS Charges * (\$)	Notional RSS On-Cost Charges * (\$)	Assessed Fee (\$) <i>(V) = (I) + (II) + * (III) or * (IV)</i>	
A							
B							
C							
D							

Technical : Consultancy Fee : Fee Quality Weighting : _____ : _____ : _____

Assignment Awarded to : _____

The AD/PD shall notify the assessment results summarised above to each of the consultants who are technically competent. However, the names of the consultants, shown separately on the attached sheet, **SHALL NOT** be disclosed.

(Secretary, AACSB)

Date : _____

Distribution:

** Delete as appropriate*

Agreement No : _____

Title : _____

Table A – Summary of Adjusted Notional Value for Additional Services

Consultant	Category of Consultant's staff	(a)	(b)	(c)
		Notional No. of Man-hours for Additional Services (Man-hours)	Adjusted All- Inclusive Time Charge Rates per Man-hour (\$/Man-hour)	Adjusted Notional Value for Additional Services (c) = (a) x (b) (\$)
A	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
B	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
C	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
D	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$

Agreement No : _____

Title : _____

Table B1 – Summary of Notional RSS Charges (i.e. for RSS Deployed by the Consultant)

Consultant	Category of RSS Deployed by the Consultant	(1)	(2)	(3)
		Notional No. of Man-months (Man-months)	All-Inclusive Rates per Man-month (\$/Man-month)	Notional RSS Charges (3) = (1) x (2) (\$)
A	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
B	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
C	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
D	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$

Agreement No : _____

Title : _____

Table B2 – Summary of Notional RSS On-cost Charges
(i.e. for RSS directly employed by the Consultant or Government Site Staff)
(Page 1 of 2)

Consultant	(x)	(y)	(z)
	Notional No. of Man-months for Respective rank of RSS or Government Site Staff (Man-months)	On-cost Rates per Man-month (\$/Man-month)	Notional RSS On-cost Charges (z) = (x) x (y) (\$)
A	R2 :		
	R3:		
	R4:		
	R5:		
	R8:		
	R9:		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$
B	R2:		
	R3:		
	R4:		
	R5:		
	R8:		
	R9:		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$

Agreement No : _____

Title : _____

Table B2 – Summary of Notional RSS On-cost Charges
(i.e. for RSS directly employed by the Consultant or Government Site Staff)
(Page 2 of 2)

Consultant	(x)	(y)	(z)
	Notional No. of Man-months for Respective rank of RSS or Government Site Staff (Man-months)	On-cost Rates per Man-month (\$/Man-month)	Notional RSS On-cost Charges (z) = (x) x (y) (\$)
C	R2:		
	R3:		
	R4:		
	R5:		
	R8:		
	R9:		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$
D	R2 :		
	R3 :		
	R4 :		
	R5:		
	R8:		
	R9:		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$

Agreement No : _____

Title : _____

Table C – Summary of Median Values of Rates and Manpower Input

The following figures are the median values of the relevant rates and manpower input used for assessing the Technical and Fee Proposals submitted.

Categories of Staff		Lump Sum / Percentage* Fee		Adjusted All-inclusive Time Charge Rate for Additional Services (\$/Man-hour)
		Staff Rate (\$/Man-week)	Manpower Input (Man-weeks)	
Partners/Directors	(P/D)			
Chief Professional	(CP)			
Senior Professional	(SP)			
Professional	(P)			
Assistant Professional	(AP)			
Technical	(T)			

Categories of RSS Deployed by the Consultant	All-inclusive Rate (\$/Man-month)
Professional Staff	
Technical Staff	
Clerical/General Staff	

Category of RSS Directly Employed by the Consultant (Refer to Schedule of Fees for the Respective Ranks)	All-inclusive On-cost Rate (\$/Man-month)
R2	
R3	
R4	
R5	

[Note: Please include the above table(s) as appropriate.]

Architectural & Associated Consultants Selection Board

Agreement No : _____

Title : _____

Consultant	Name
A	
B	
C	
D	

- [Note: 1. *The name of consultants as listed above SHALL NOT be disclosed to any consultant when informing the assessment result of the Consultancy Agreement.*
2. *This Summary of Technical and Fee Proposals shall be prepared by the procuring department and included in the Stage II Submission to AACSB.]*

Results Letter to Successful Consultancy Bidder

Our Ref.

(Consultant)

(Address)

.....

Dear Sirs,

Consultancy Agreement No.: _____
Title: _____

Further to the Letter of Appointment dated [], I enclose a copy of the Summary of Technical and Fee Proposals with the assessment results from the Architectural and Associated Consultants Selection Board in respect of the proposals submitted by the shortlisted consultants for your information. **[Guidance Note: attach Summary of Technical and Fee Proposals together with Table C endorsed by Secretary, AACSB.]**

2. The following information is also provided for your reference:

Description	Highest Score	Your Score
Highest score attained for each assessment criteria in Technical Proposals submitted in this exercise		
(a) Consultant's experience		
(b) Response to brief		
(c) Approach to cost effectiveness		
(d) Methodology and work programme		
(e) Innovation and creativity		
(f) Staffing		
(g) Past performance		

Yours faithfully,

 ()
 Project Director* / Assistant Director* ()
 for Director of Architectural Services

Encl.

c.c. Secretary, AACSB (w/o encl.)

*Delete/amend if inappropriate

Results Letter to Unsuccessful Consultancy Bidder

[Refer to Technical Reference No. 15 at Appendix 36 for background information.]

(ETWB TC(W) No. 42/2002 has been subsumed under this Appendix which should only be updated by Works Branch of Development Bureau.)

Our Ref.

(Consultant)
(Address)
.....

Dear Sirs,

Consultancy Agreement No.: _____ **Title:** _____

Thank you for your proposals submitted for the above Consultancy Agreement in response to my letter of **[date]** .

*2. I regret that on this occasion you have not been selected for the award of the Agreement. A copy of the Summary of Technical and Fee Proposals with the assessment results from the Architectural and Associated Consultants Selection Board in respect of the proposals submitted by the shortlisted consultants is enclosed for your information. **[Guidance Note: attach Summary of Technical and Fee Proposals together with Table C endorsed by Secretary, AACSB. Delete this paragraph 2 for those unsuccessful consultancy bidders who are technically incompetent or disqualified or whose fee proposals have not been opened.]**

*2. I regret that on this occasion you have not been selected for the award of the Agreement. A copy of the Summary of Technical and Fee Proposals with the assessment results from the Architectural and Associated Consultants Selection Board in respect of the proposals submitted by the consultants is enclosed for your information. **[Guidance Note: attach Summary of Technical and Fee Proposals together with Table C endorsed by Secretary, AACSB. This paragraph 2 is applicable for Formula Approach or Conventional Approach without EOI. Delete this paragraph 2 for those unsuccessful consultancy bidders who are technically incompetent or disqualified or whose fee proposals have not been opened.]**

*2. I regret that on this occasion you have not been selected for the award of the Agreement. Your submission is considered as technically incompetent because **(give reasons leading to technical incompetence)**. Your fee proposal is hereby returned to you unopened. **[Guidance Note: Include this paragraph 2 for those unsuccessful consultancy bidders who are technically incompetent.]**

*2. I regret that on this occasion you have not been selected for the award of the Agreement. Your submission is not considered because _____ *[state reasons here for the fee proposals have not been opened, e.g. late submission of T&F proposals, below passing mark for formula approach, etc.]*. Your fee proposal is hereby returned to you unopened. **[Guidance Note: Include this paragraph 2 for those unsuccessful consultancy bidders whose fee proposals have not been opened.]**

*2. I regret that on this occasion you have not been selected for the award of the Agreement. Your submission has been disqualified because _____ *[state reasons here for the disqualification]*. **[Guidance Note: Include this paragraph 2 for those unsuccessful consultancy bidders who are disqualified.]**

3. In accordance with Technical Reference No. 15 at **Appendix 36** of the AACSB Handbook, we also provide the following information for your reference:

[Guidance Note: Delete this paragraph 3 for a Consultancy Agreement with an awarded fee or fee ceiling at \$3M and below, and for those unsuccessful consultancy bidders who are technically incompetent or disqualified or whose fee proposals have not been opened.]

Description	Highest Value/Score	Your Score
Highest score attained for each assessment criteria in Technical Proposals submitted in this exercise		
(a) Consultant's experience		
(b) Response to brief		
(c) Approach to cost effectiveness		
(d) Methodology and work programme		
(e) Innovation and creativity		
(f) Staffing		
(g) Past performance		

4. In accordance with Technical Reference No. 15 at **Appendix 36** of the AACSB Handbook, we will, at your request, conduct a debriefing in an informal manner with you or your representatives (no more than 3 persons). If you wish to have a debriefing, please lodge your request in writing within 3 weeks from the date of this letter. You are also required to state expressly in your request your agreement to abide by the conditions and ground rules stipulated in this letter. Your request will not be entertained if you fail to do so or refuse to abide by the conditions and ground rules. With a view to enabling us to better prepare for the debriefing session, you are requested to provide a list of specific items related to this consultant selection exercise on which you would like our feedback.

5. The debriefing session shall not be used as an opportunity for you to lodge appeal/complaint against the award of the consultancy agreement. You should also note that our decision on the award of the consultancy agreement is final and the debriefing cannot be used to change the choice of the Consultant nor to re-open the selection procedure. The main purpose of a debriefing session is for us to provide feedback to you on any shortcomings of your proposals to enable you to improve your competitive performance in future consultant selection exercises. Please note the following ground rules for the debriefing, if held:

- (a) the debriefing will be informal;
- (b) you will be told of the perceived strengths and weaknesses of your proposals and your responses will be noted;
- (c) the merits of other bids, including the winning bid, will not be discussed;
- (d) the debriefing is not to be taken as a means or an opportunity for you to lodge appeal or complaint against the bidding result;
- (e) tape recording during the debriefing will not be allowed;
- (f) request for records of the debriefing or agreement on any notes prepared by either party will not be entertained; and
- (g) you shall not use the information obtained during the debriefing for any judicial or administrative proceedings.

[Guidance Note: Delete paragraphs 4 and 5 if debriefing is not to be conducted. A debriefing shall not be conducted for a Consultancy Agreement with an awarded fee or fee ceiling at \$3.0M and below, and for those unsuccessful consultancy bidders whose technical proposals have not been completely assessed.]

6. Last but not least, your effort and care in formulating your proposals are very much appreciated. ||

Yours faithfully,

()
Project Director* / Assistant Director* ()
for Director of Architectural Services

Encl.

c.c. Secretary, AACSB (w/o encl.)

* Delete/amend if inappropriate

Guidelines for Electronic Dissemination of Invitation Documents, Submission and Handling of Consultancy Proposals on Removable Media (CD-ROMs/DVD-ROMs)

1.0 Purpose

The purpose of this guideline is to supplement the operation procedures for the dissemination of invitation documents, submission and handling of consultancy proposal on removable media (CD-ROMs/DVD-ROMs) according to the requirements as detailed in Annex E and F of Appendix 8.3.

2.0 Preparation and Dissemination of Electronic Invitation Packages (EIP) to Consultants

In accordance with Annex E of Appendix 8.3, a flow chart showing the operation procedures for the preparation and dissemination of EIP to consultants is shown in **Annex A**. Also, supplementary guidelines on the manner and format for preparing EIP are detailed in **Annex B**.

3.0 Electronic Proposal Package (EPP) Submission

3.1 Electronic Proposal Package (EPP) means a collection of electronic files containing the Expression of Interest (EOI) or Technical and Fee Proposals (T&F) submitted by consultants. According to Annex F of Appendix 8.3, consultants have the discretion to submit EOI and T&F either in electronic or paper-based format and they would be checked and assessed on equal basis. If the submission is made partly in electronic and partly in paper-based format, the electronic format shall prevail over the corresponding paper-based format.

3.2 For **Technical Proposal or EOI**, two CD-ROMs/DVD-ROMs of documents (one marked as ORIGINAL while another marked as DUPLICATE) should be submitted. Printouts for Technical Proposal or EOI may be optionally submitted together with the EPP. All the printout of files should be clearly stamped "PRINTOUT" and duly signed by the consultant.

3.3 For **Fee Proposal**, two CD-ROMs/DVD-ROMs of documents (one marked as ORIGINAL while another marked as DUPLICATE) including two sets of printouts shall be submitted. All the printout of files should be clearly stamped "PRINTOUT" and duly signed by the consultant. The whole FP submission should be packed in a sealed envelope.

4.0 Operation Procedures for Submission of Expression of Interest (EOI)

4.1 Submission of Electronic EOI via CD-ROMs/DVD-ROMs

The electronic EOI should be submitted according with the requirements in Para. 3.0 above.

4.2 Handling of Electronic EOI submissions

- (a) Immediately after deadline for submission, the Secretary for AACSB (i.e. TS/1 of ArchSD) should register the electronic EOI submissions and paper-based submissions (if any) for record purpose.
- (b) The following aspects on the validity of electronic files contained in the CD-ROM/DVD-ROM would then be checked by an officer designated by TS/1 using a computer which is disconnected from the departmental computer network.
 - (i) All e-files have been digitally signed by the consultant with the appropriate Organisational e-Cert issued under the name of the consultant
 - (ii) Existence of computer virus in the e-files
 - (iii) No e-files are compressed using file compression programme
 - (iv) No computer instructions are included in the e-files such as macros, scripts and fields which will cause changes to the e-files itself or information system displaying the electronic record
 - (v) All e-files can be opened properly for viewing and printing by following the consultant's instructions given in the submission
- (c) If there is no virus found in the CD-ROMs/DVD-ROMs, TS/1 should pass the duplicate CD-ROMs/DVD-ROMs together with the signed printouts (if any) to the Design Team Leader (DTL) / Project Manager (PM) for assessment. The DTL / PM should then arrange the extraction of the electronic files with original format (e.g. doc, pdf) from digitally signed files and prepare CD-ROMs/DVD-ROMs for subsequent assessment.
- (d) In the event that viruses are found in the submitted CD-ROMs/DVD-ROMs, the designated officer should copy all the virus-free e-files of the submission to a new CD-ROM/DVD-ROM marked VIRUS-FREE. Any e-files that are contaminated with viruses should not be opened and should be deemed as invalid. For identification purpose, TS/1 and the designated officer would sign on the surface of the virus-free CD-ROM/DVD-ROM. The virus-free CD-ROMs/DVD-ROMs together with the signed printouts (if any) should then be passed to DTL / PM for assessment.
- (e) Upon receipt of the CD-ROMs/DVD-ROMs and paper-based submissions (if any), DTL / PM should pass them to other members of the Technical Assessment Panel for assessment. The signed printouts (if any) shall not be used for assessment unless there are problems in using the files in the EPP.
- (f) Members of the respective discipline of the Technical Assessment Panel should check whether there is any missing files or errors in the e-files. Any missing files or errors found should be reported to DTL / PM.
- (g) If an electronic file in the EPP cannot be opened properly for viewing and printing by following the Consultant's instructions given in the EPP including those e-files with virus found, that file shall be deemed as missing from the EPP unless a signed printout of that file has been included in the submission. The Consultant shall be notified in writing in accordance with Section 14 in Annex F of Appendix 8.3.

5.0 Operation Procedure for Submission of Technical and Fee Proposals (T&F)

- 5.1 Submission of Electronic T&F
The electronic T&F should be submitted according with the requirements in Para. 3.0 above.
- 5.2 Handling of Electronic Technical Proposal submissions
Basically, the procedures described in Para. 4.2 above should be followed.
- 5.3 Handling of Electronic Fee Proposal (FP) submissions
 - (a) Immediately after the deadline for submission, TS/1 should register the submission and keep the FP submission in traditional manner. The FP, which should contain both the original and duplicate CD-ROMs/DVD-ROMs together with the signed printouts, should not be opened until result of the technical assessment has been endorsed by AACSB.
 - (b) Once the Chairman of AACSB i.e. DArchS has opened the FP submissions, he should sign on both the CD-ROMs/DVD-ROMs as well as the printouts.
 - (c) Before passing FP submission (i.e. CD-ROMs/DVD-ROMs and the signed printouts) to DTL / PM for further processing, an officer designated by TS/1 should carry out checking on the validity of the e-files as described in Para. 4.2 above.
 - (d) The CD-ROMs/DVD-ROMs should be opened using the QSB stand-alone PC and the whole process of opening the electronic files is witnessed by a Chief Professional Officer who has no involvement in that project. Such opening process will be recorded by TS/1 and countersigned by the Chief Officer involved. Any errors or viruses in the e-files on the CD-ROMs/DVD-ROMs or discrepancies between the consultants' signed printouts and the e-files will also be recorded.
 - (e) DTL / PM should check the consistency of the contents of fee proposal contained in the CD-ROMs/DVD-ROMs and the signed printout, and confirm the results of checking to TS/1 accordingly. DTL / PM should then assess the fee proposal together with the technical proposal and submit the recommended consultant to AACSB for endorsement in traditional arrangement.

6.0 Follow-up actions

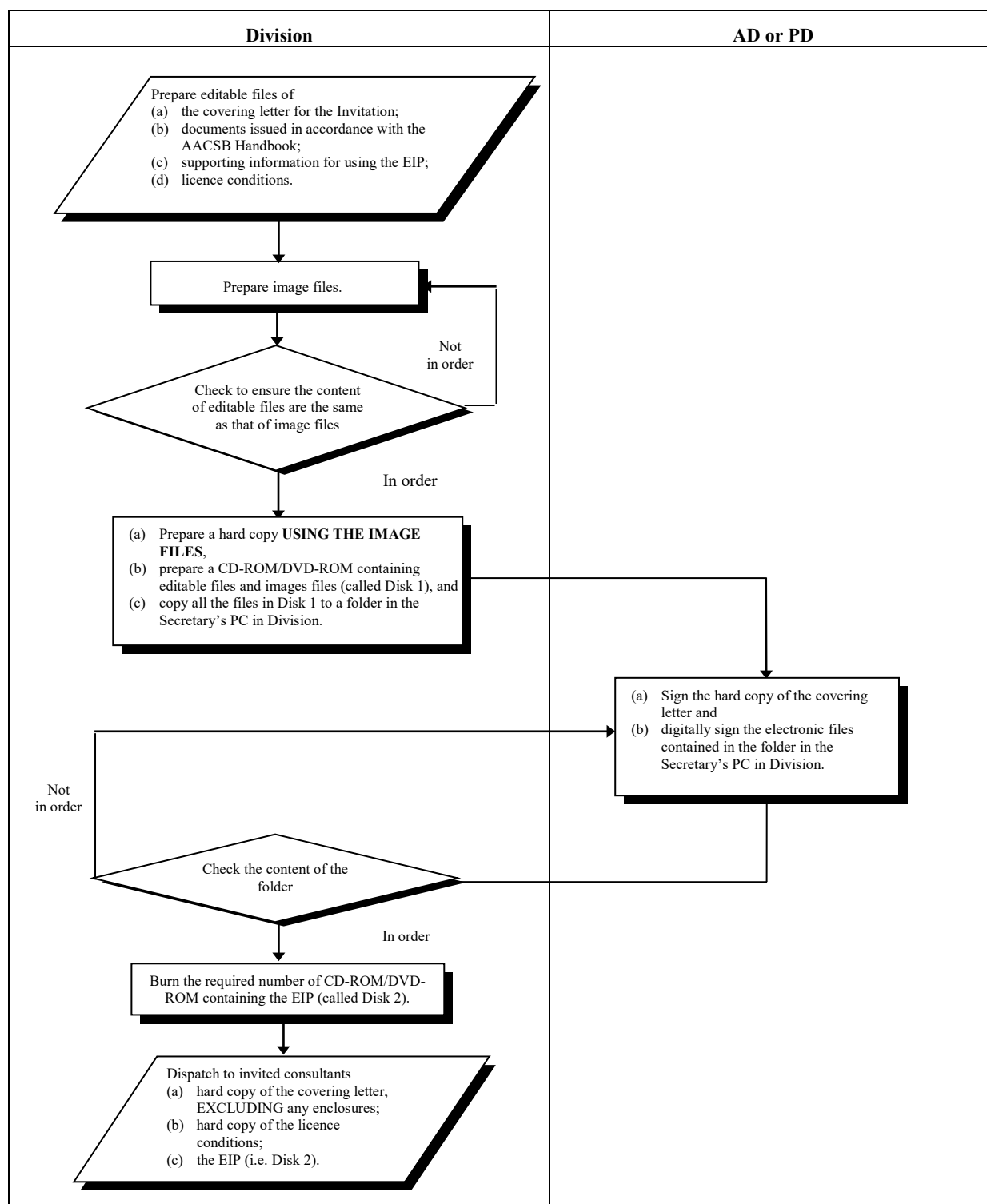
After completing the consultant selection exercise, follow-up actions should be taken as below;

- 6.1 The designated officer should delete all e-files of the EPP submissions (if any) from his/her computer.
- 6.2 DTL / PM should return the duplicate CD-ROM/DVD-ROM including the VIRUS-FREE CD-ROM/DVD-ROM (if any) to TS/1 for custody.

Annexes

- | | |
|---------|--|
| Annex A | Flowcharts showing the Preparation and Dissemination of Electronic Invitation Documents for Consultancies |
| Annex B | Supplementary Guidelines on Manner and Format for Preparing Electronic Invitation Packages |
| Annex C | Flow Charts showing the Operation Procedures of Electronic Submission and Opening of Consultancy Proposal |
| Annex D | Integrity Check on Consultancy Submission in CD-ROMs//DVD-ROMs <ol style="list-style-type: none"> a) Digital-signatures |
| Annex E | WBTC No. 17/2001 – Electronic Dissemination of Invitation Documents for Consultancies |
| Annex F | WBTC No. 31/2001 – Electronic Submission of Consultancy Proposals on Removable Media |

**Flow Chart showing the Preparation and Dissemination of
Electronic Invitation Documents for Consultancies**



Legends: EIP - Electronic Invitation Package, i.e. CD-ROM/DVD-ROM containing **DIGITALLY SIGNED** editable and image files.
 Division - Division that requires to engage consultant. For lead consultant, it will be the discipline of the lead consultant.

Supplementary Guidelines on Manner and Format for Preparing Electronic Invitation Packages

The manner and format for the preparation of Electronic Invitation Packages should comply with the provisions stipulated in Annex 1 to Annex E of Appendix 8.3 and the following supplementary guidelines.

1. File Naming Convention

1.1 File names should consist of the following fields separated by the dash character (“-”):

- (a) Prefixed with “RESTRICTED(CONTRACT)”.
- (b) “E” and “I” to identify editable and image files respectively.
- (c) Agreement number
- (d) Type identifier

Type	Type Identifier
Covering Letter	COV
Documents	DOC
Drawings	DRG
Licence Conditions	LIC
Support information	README

- (e) Sequence number, starting from 00
- (f) Serial number, which is assigned as follows:
 EIP for an invitation – 0
 EIP for an addendum – sequence number of the addendum

1.2 File names for CAD drawings may follow the file naming convention of the relevant Core and Local Manuals instead of para.1.1 above, except that a prefix “E-” and “I-” should be added to identify editable and image files respectively.

1.3 File extensions should be as follows:

Type	File Format	File Extension
Unsigned files	Word	.doc / docx
	Adobe Acrobat	.pdf
	AutoCAD	.dwg
Signed files	-	.p7s

1.4 Examples

RESTRICTED (CONTRACT)-E-CAAK06-COV-00-0.doc

- Unsigned Word file for the covering letter issued with the invitation for Agreement No. CAAK06

RESTRICTED (CONTRACT)-E-CAAK06-COV-00-2.p7s

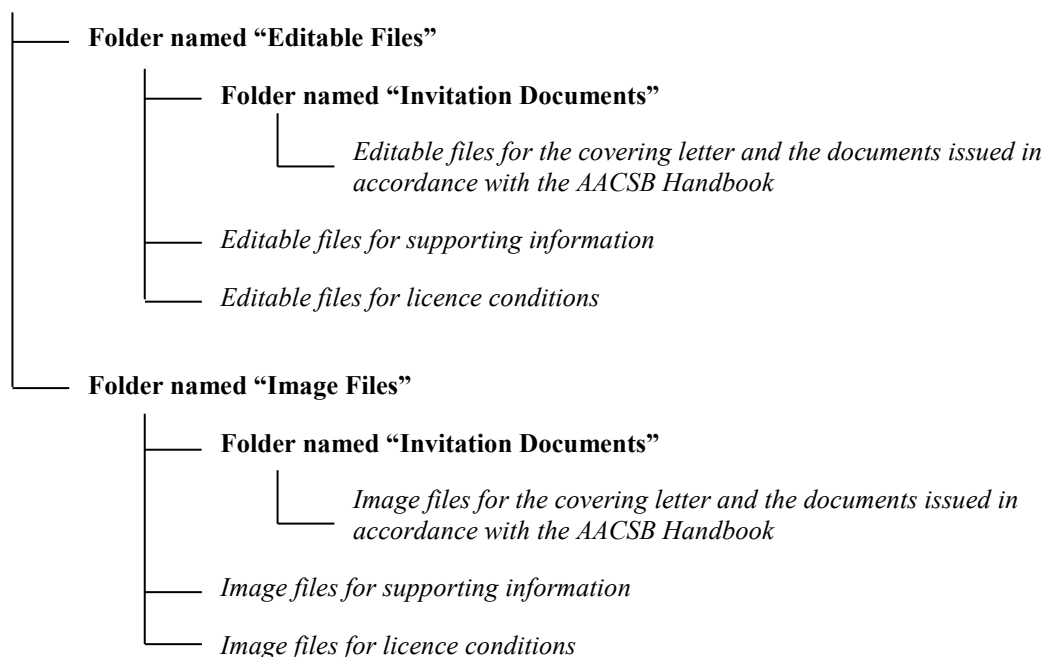
or RESTRICTED(CONTRACT)-E-CAAK06-COV-00-2.doc.p7s

- Signed Word file for the covering letter issued with the 2nd Addendum for Agreement No. CAAK06

2. Directory Structure

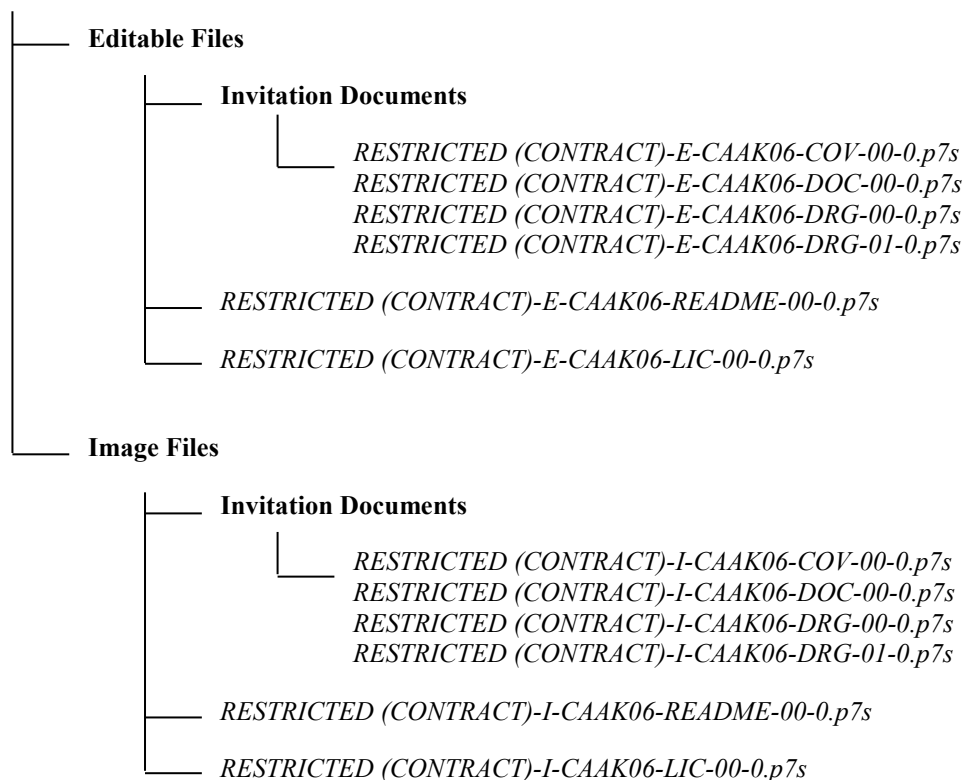
2.1 The files in the EIP should be stored in directories structured as follows-

CD-ROM/DVD-ROM



2.2 Examples

CD-ROM/DVD-ROM



3. Supporting Information

A supporting file should be prepared providing supporting information for using the documents in the EIP, in particular the settings for viewing, editing and printing. A sample supporting file is attached in Annex A for reference and is to be modified as necessary to suit individual consultancy agreement.

4. Labeling of CD-ROM/DVD-ROM

- 4.1 For easy reference and identification purpose, all CD-ROM's /DVD-ROM's should be properly labeled.
- 4.2 The label for the CD-ROM/DVD-ROM containing **UNSIGNED** files (i.e. “**Disk 1**” mentioned in the flow chart) should be as follows:

<p>UNSIGNED FILES (FOR INTERNAL USE ONLY)</p> <p>Consultancy Agreement No.: _____</p> <p>Consultancy Title: _____</p> <p>EIP Reference No.: _____</p> <p>Date: _____</p>

- 4.3 The label for the CD-ROM/DVD-ROM containing **DIGITALLY SIGNED** files (i.e. “**Disk 2**” mentioned in the flow chart to be dispatched to invited consultants) should be as follows:

<p>ELECTRONIC INVITATION PACKAGE</p> <p>Consultancy Agreement No.: _____</p> <p>Consultancy Title: _____</p> <p>EIP Reference No.: _____</p> <p>Date of Issue: _____</p>

Annex A - Sample Supporting File**EIP Reference Number: EIP-XXXXXX-T&F-X****Supporting Information for Using the Documents in the EIP****1. General Information**

- 1.1 The EIP consists of the following two sets of files:
 (i) one set of digitally signed editable files; and
 (ii) one set of digitally signed image files.
- 1.2 Editable and image files are stored in folders named “Editable Files” and “Image Files” of the CD-ROM/DVD-ROM respectively. Invitation documents are stored in sub-folders named “Invitation Documents”.
- 1.3 File names of editable and image files are prefixed with “RESTRICTED (CONTRACT)-E-” and “RESTRICTED (CONTRACT)-I-” respectively.
- 1.4 Image files are raster Adobe Acrobat files, which may be opened with Adobe Acrobat Reader 4.0 or later version.
- # 1.5 AutoCAD files may be opened with AutoCAD R2000 or later version. Settings for viewing, editing and printing are as follows:

File Name	Settings
<i>Listing of file names</i>	Please refer to Sections 3.1 & 3.2 below.
<i>Listing of file names</i>	Please refer to Sections 4.1 – 4.6 below.
<i>Listing of file names</i>	Please refer to Sections 5.1 & 5.2 below.

- # 1.6 Please describe alternations made in the EIP in connection with the issue of Addendum.

2. Digital Signatures

- 2.1 All files in an EIP should be digitally signed. The list of recognized certificates is available at OGCIO’s website:

http://www.ogcio.gov.hk/en/regulation/eto/ca/rec_certs

- 2.2 To view or verify the validity of the e-Cert, the viewer will need to acquire his own e-Cert.

3. Settings for Viewing, Editing and Printing Architectural AutoCAD Files

- 3.1 Pen width

Colour No.	Pen Width (mm)
1	0.35
2, 50	0.50
8	0.18
other colours	0.25

- 3.2 Referenced files are image files called up from vector AutoCAD files and are not supposed to be viewed independently. The following is a list of referenced files which are not to be viewed independently:

Referenced File name	Referenced for Native AutoCAD File

4. Settings for Viewing, Editing and Printing Building Services AutoCAD Files

4.1 Text Style

Standard text styles for drawing description and annotation are as follows:

Text style name	Text font file	Usage
standard	romans.shx	General notes, dimensions, marks, texts in table form
romanc	romanc.shx	Form/Sheet titles, titles

Apart from the standard text style, the following two text font files are attached as supporting document for building services drawing description and annotation:

Text style name	Text font file	Common Usage
Bsb	bsb.shx	General notes, dimensions, marks, drawing texts
Bsc	bsc.shx	Form/Sheet titles, titles

If the text style bsb.shx or bsc.shx is not loaded, the superscript of mathematical square and cube cannot be displayed.

4.2 Text width factor: 0.8

4.3 Text Height

Plotted Height (mm)	Unit in CAD Drawing (scale 1:100)
2	200
2.5	250
3	300
5	500

4.4 Dimension variable

Dimension variables are used to control how the dimension entities are to be drawn. To have a look at the current variables settings, issue STATUS command. A list of dimension variables together with their current settings will be displayed. The following dimension variables are set in building services CAD drawings:

Dimension Variable	BSB CAD System Setting Value (scale 1:100)	Variable Description
DIMASO	1	Create associative dimensions = on
DIMASZ	180	Dimension arrow size = 180
DIMCLRDR	Grey	Dimension line colour = grey
DIMCLRE	Grey	Extension line & leader colour = grey
DIMCLRT	0	Dimension text colour = byblock
DIMDEC	2	Sets the number of decimal place displayed
DIMDSEP	","	Specify "," as decimal separator when creating dimensions.
DIMEXE	150	Specify how far to extend the extension line beyond the dimension line.
DIMGAP	150	Gap from dimension line to text = 150
DIMSCALE	1	Dimension scale factor = 1
DIMTAD	0	Paces text above the dimension line = off
DIMZIN	8	Suppresses trailing zeros in decimal dimensions
DIMTXSTY	Simplex	Dimension text style = simplex
DIMTXT	200	Dimension text size = 200

4.5 Colours

Colours are used for easy identification of drawing entities on display and assigning the Pen Width for plotting. Assignment of colours to drawing entities and layers should follow the recommendations as follows:

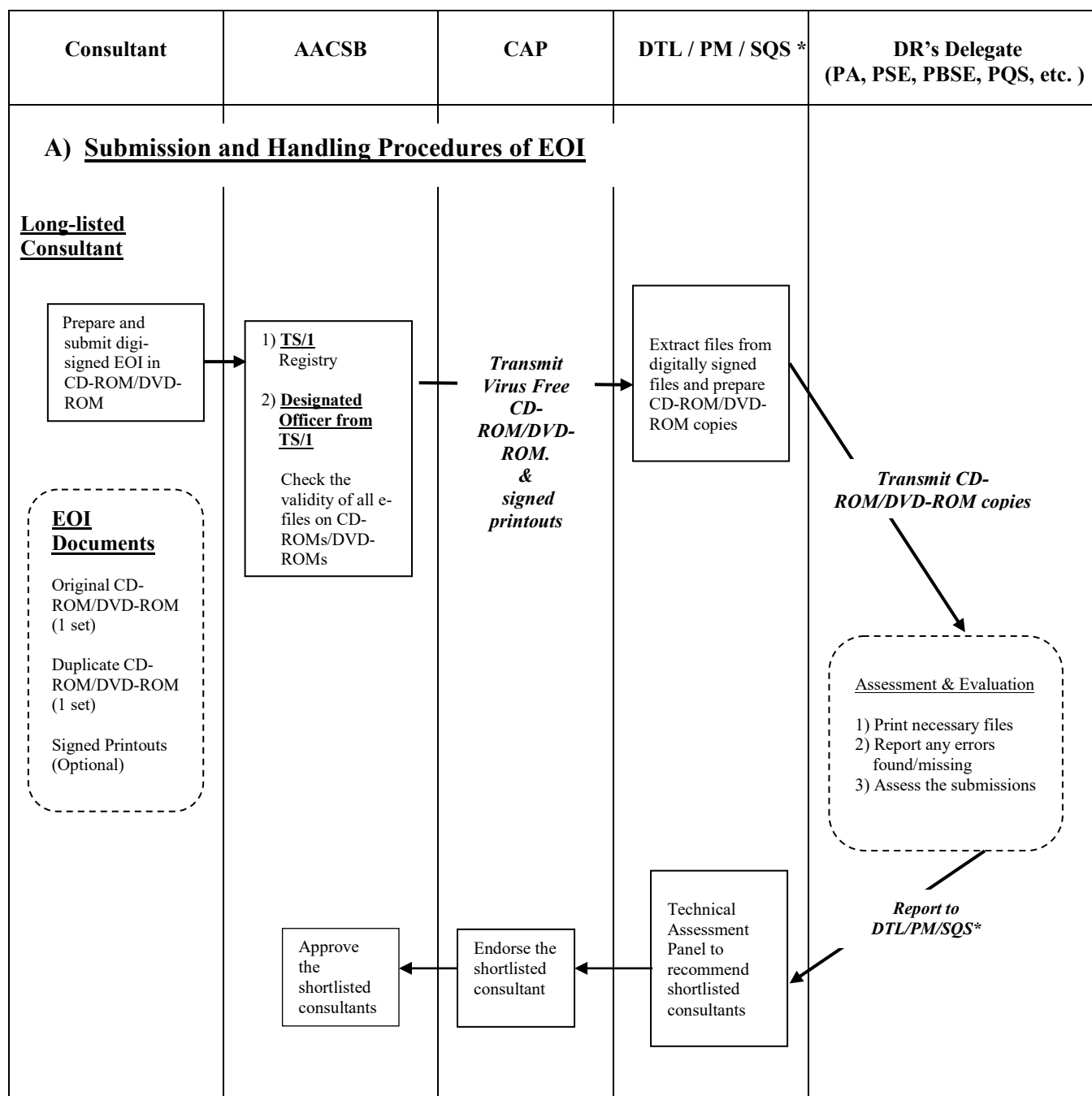
Layer Name	Colour No.	Description of Layer/Layer Entities
010--	8	Grid line
#	9	Dimension line
030--	135	Drawing form/Sheet
#	1,4	Text 2mm high
#	1,4	Text 2.5mm high
#	1	Text 3mm high
#	1,2	Text 5mm high
#	10	Architectural existing layout
5511P	3	Chilled water pipework
5513P	94	Condensate drain pipework
5516P	3	Refrigerant pipework
5822P	31	Fire hydrant/hose reel pipework
5823P	11	Sprinkler/Deluge/Drencher pipework
#	2	E/M pipework
571-D	1	AHU ductwork, damper
573-D	2	Fan coil unit ductwork (including room cooler)
576-D	30	Ventilation ductwork, damper
#	4	E/M ductwork
571-E	50	Central air-conditioning plant, equipment
5812E	3	Automatic fire alarm system equipment
5813E	6	Manual fire alarm system equipment
611-E	1	Main power distribution equipment
#	3	E/M equipment
#	7	Wiring
#	9	Circuitry
#	6	Air-conditioning control
#	3	Electrical control
#	3,6	Fire service control
6418C	142	Broadcast reception conduit
6432C	31	Telephone conduit
6433C	11	Public address conduit
#	3	Schedule
#	4	Entity-related text

Colours are used to identify the specific type of common entities on display instead of specific layers. More than one colour may be included in a specific layer, whereas any individual colour may be applied in different layers as appropriate.

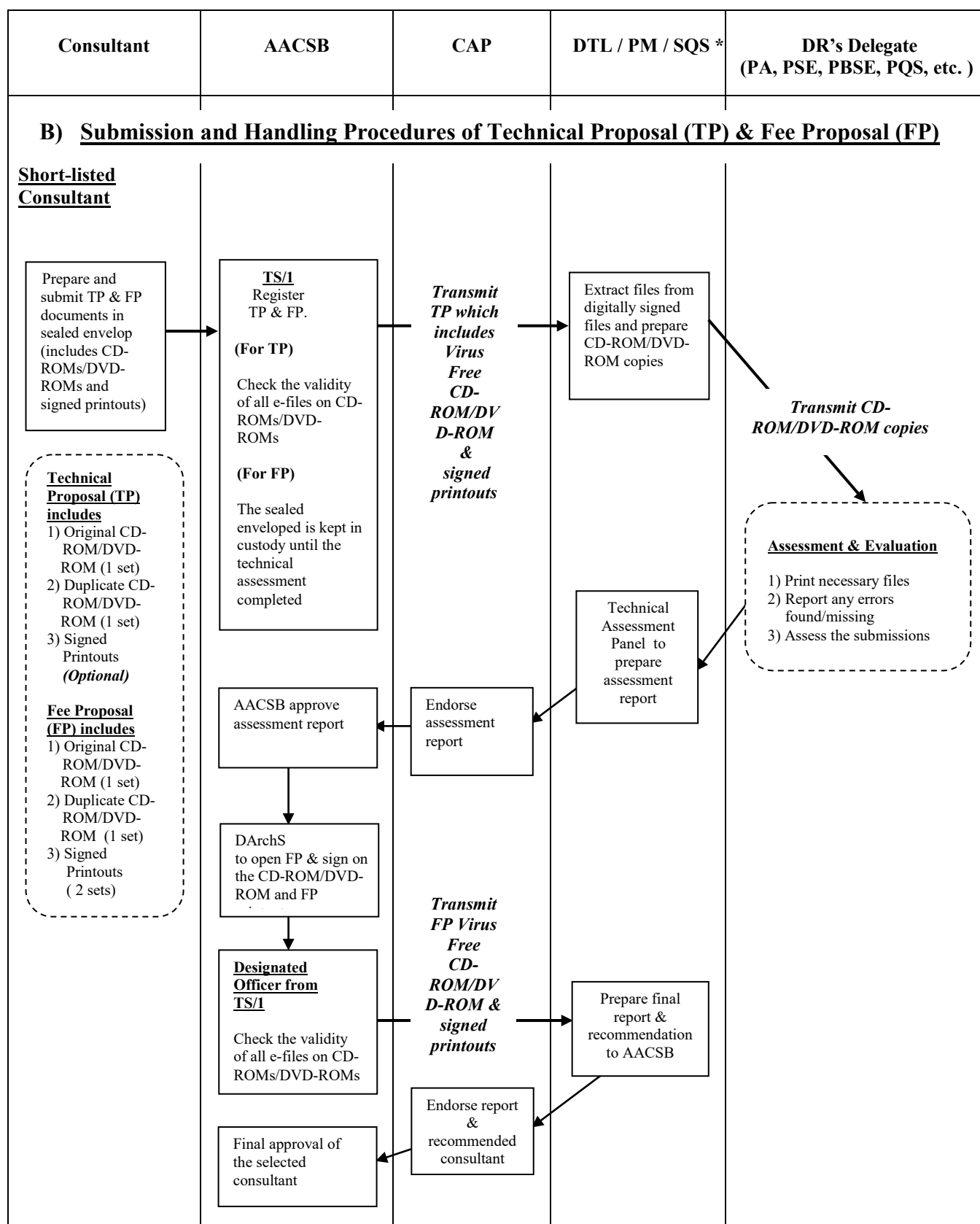
4.6 Pen width

Colour No.	Pen Width (mm)
1	0.375
2	0.375
3	0.250
4	0.250
5	0.250
6	0.250
7	0.250
8	0.125
9	0.125
10	0.250
11	0.250
12	0.250
13	0.250
14	0.250
15	0.250
30	0.375
50	0.500
94	0.187
134	0.187
140	0.375
200	0.250
250	0.125
other colours	0.25

**Flow Charts Showing Operation Procedures of
Electronic Submission and Handling of Consultancy Proposals
on Removable Media (CD-ROMs/DVD-ROMs)**



NB: For QS consultancy, the SQS will coordinate the technical assessment of consultants' submissions.



Integrity Check on Consultant's Submission in CD-ROMs/DVD-ROMs

Digital-Signatures

Digital signatures are required to authenticate the consultant whom submitting their returns of the EOI, Technical & Fee Proposal. The submitted e-documents from the consultants are protected through digital signing mechanisms. In addition, digital signature provides non-repudiation, i.e., the consultants cannot deny any returns that they have submitted.

The designated officer is required to check data integrity of the returns (i.e., whether the returns have been modified after submission). In-house computer software “**Crypto Tool v3.0**” is used for checking digital-signature of the consultants. He/she is required to print the results of the checking on digital-signature for record purpose.

Works Bureau Technical Circular No. 17/2001

Electronic Dissemination of Invitation Documents for Consultancies

(WBTC No. 17/2001 has been subsumed under this Annex and should only be updated by Works Branch of Development Bureau.)

Definition

1. In this Annex, unless the context otherwise requires-
 - (a) "Addendum" means a set of Invitation Documents that amends a previous set of Invitation Documents;
 - (b) "Digital Signature" means a digital signature as defined in section 2 of the Electronic Transactions Ordinance satisfying the requirements stipulated in section 6 of that Ordinance. "Digitally Sign" should be interpreted accordingly;
 - (c) "Electronic Invitation Package" (or "EIP") means a collection of electronic files containing-
 - (i) the Invitation Documents issued for an Invitation; or
 - (ii) the Invitation Documents issued for an Addendum;
 - (d) "Invitation" means an invitation for-
 - (i) EOIs issued in accordance with the AACSB Handbook;
 - (ii) Technical and Fee Proposals issued in accordance with the AACSB Handbook;
 - (e) "Invited Consultant" means a consultant included in the longlist for EOI or the shortlist for Technical and Fee Proposals;
 - (f) "Invitation Document" means-
 - (i) a document issued in accordance with the AACSB Handbook to the Invited Consultants for preparing EOIs;
 - (ii) a document issued in accordance with the AACSB Handbook to the Invited Consultants for preparing Technical and Fee Proposals;
 - (iii) a revised version of the document in (i) or (ii);
 - (iv) a covering letter issuing an Invitation;
 - (v) a covering letter issuing an Addendum; or
 - (vi) a document containing the supporting information for using the electronic versions of the documents in (i) to (v), in particular the settings for viewing, editing, and printing;
 - (g) "Managing Department" means the department responsible for managing a consultancy under the purview of the AACSB.

Background

2. E-procurement is one of Government's major initiatives for bolstering the competitiveness of our economy. Having made significant progress in the electronic tendering of public works contracts, Works Bureau decides to embark on the e-procurement of consultancies under the purview of the AACSB.
3. The scheme will bring several benefits to the Government and the consulting industry. Firstly, it will streamline the exchange of documents in the consultant selection process. Secondly, submissions in electronic format will save the cost of preparing bulky documents in hard copies. Thirdly, consultants may use new IT techniques in presenting their ideas thus helping the industry to become more innovative.
4. To bring e-procurement of consultancy services to fruition, Works Bureau formed a Working Group on E-procurement of Consultancy Services. The working group recommends implementing e-procurement in three phases. The first phase is the electronic dissemination of Invitation Documents. The second phase is the electronic submission of EOIs, and Technical and Fee Proposals on removable media. The final phase is the making of these submissions through the Internet.
5. This circular promulgates the procedures for electronic dissemination of Invitation Documents. The procedures for electronic submission will be promulgated under separate circulars.

Policy

6. The Managing Department for a consultancy should issue the Invitation Documents to the Invited Consultants in electronic format on EIP's prepared and dispatched in accordance with the manner and format in Annex 1.
7. An EIP should be issued for-
 - (a) an Invitations for EOIs, or Technical and Fee Proposals; or
 - (b) an Addendum amending the Invitation Documents previously issued.
8. The hard copies of the covering letters issuing Invitations and Addenda (EXCLUDING any enclosures) should also be sent to the Invited Consultants through normal mail. The existing practice of signing hard copies of these letters should continue.
9. A consultant who encounters problems in using an EIP may request the Managing Department to provide print-outs of the EIP contents. The Managing Departments should prepare the requested print-outs using the Image Files defined in paragraph 7(b) of Annex 1 for collection by the consultant.

Annex 1 - Electronic Invitation Package

Purpose

1. This annex defines the manner and format for preparing and dispatching EIP's.

Contents

2. The EIP for an Invitation should include the electronic documents containing-
 - (a) the covering letter for the Invitation;
 - (b) the documents issued in accordance with the AACSB Handbook for the Invitation;
 - (c) the supporting information for using the documents in the EIP, in particular the settings for viewing, editing, and printing.
3. The EIP for an Addendum should include the electronic documents containing-
 - (a) the covering letter for the Addendum;
 - (b) the revised Invitation Documents issued with the Addendum; and
 - (c) the supporting information for using the documents in the EIP, in particular the settings for viewing, editing, and printing.
4. EIP's should not contain contents subject to the copyrights of non-government organizations.

Reference

5. Each EIP should be identified by a unique reference number consisting of the following fields-
 - (a) Standard prefix - which consists of the letters "EIP";
 - (b) Agreement number - which is the agreement number assigned by the selection boards for the consultancy;
 - (c) Stage of consultant selection - which is one of the following abbreviations-
 - (i) "EOI" for Expression of Interest; and
 - (ii) "T&F" for Technical and Fee Proposals;
 - (d) Serial number - which is to be assigned as follows-
 - (i) EIP for an Invitation - 0; and
 - (ii) EIP for an addendum - sequence number of the addendum

6. The following examples illustrate the conventions in paragraph 5 above-

Description	EIP Reference
EIP issued with the invitation for Expression of Interest for Agreement No. CE 30/2001	EIP-CE 30/2001-EOI-0
EIP issued with 2 nd Addendum amending the documents issued for inviting Expression of Interest for Agreement No. CE 30/2001	EIP-CE 30/2001-EOI-2
EIP issued with the invitation for Technical and Fee Proposals for Agreement No. CE 30/2001	EIP-CE 30/2001-T&F-0
EIP issued with 1 st Addendum amending the documents issued for inviting Technical and Fee Proposals for Agreement No. CE 30/2001	EIP-CE 30/2001-T&F-1

File Types

7. The contents of each document in an EIP should be hosted in two files-
- (a) Editable File – which is in file formats that are editable by mainstream computer applications for office automation and computer-aided drafting; and
 - (b) Image File – which is in file formats that capture the printed image of the document.
8. Editable Files facilitate data re-use in preparing consultancy submissions. Image Files are not editable. However, they are less susceptible than Editable Files to loss of fidelity in data exchange and will therefore be useful references if there are doubts on the proper settings for viewing, editing, and printing Editable Files.

File Formats

9. The data formats for the various types of documents/files in EIP's should be as follows:-

Type of File	Editable File	Image File
Text documents	Word Excel (for tabular information)	Portable Documents Format (PDF)
Scanned text documents	Not applicable	PDF
Drawings	<i>(Procurement Department to define and insert)</i>	PDF
Building Information Modeling (BIM)	<i>(Procurement Department to define and insert)</i>	PDF
Scanned drawings	Not applicable	PDF

The data formats and associated versions of documents/files to be adopted in EIP's should adhere to the latest OGCIO Interoperability Framework which can be downloaded from the OGCIO website:

https://www.ogcio.gov.hk/en/our_work/infrastructure/e_government/if/interoperability_framework.html

Dispatch of EIP's

10. EIP's should be dispatched to the Invited Consultants as follows-

Stage	Mode of dispatch ¹
Expression of Interest	(i) DVD-ROM(s) enclosed with covering letters issuing Invitations or associated addenda; or (ii) Internet emails recognised by the OGCI (viz. Lotus Notes or Centrally Managed Messaging Platform) issued to the consultants' designated email accounts; or (iii) Online electronic dissemination through Management Departments' servers.
Technical and Fee Proposals	(i) DVD-ROM(s) enclosed with covering letters issuing Invitations or associated addenda (refer to paragraph 12 for details of requirements); or (ii) Internet emails recognised by the OGCI (viz. Lotus Notes or Centrally Managed Messaging Platform) issued to the consultants' designated email accounts (refer to paragraphs 12 to 14 for details of requirements); or (iii) Online electronic dissemination through Management Departments' servers (refer to paragraphs 12 to 14 for details of requirements).

11. SPR 420(a) provides that all communications regarding the selection of consultants, from the time a shortlist is proposed until an agreement is executed, must be classified as RESTRICTED (CONTRACT). This classification should therefore apply to EIP's issued for Technical and Fee Proposals. The RESTRICTED classification does not, however, apply to EIP's issued for EOIs because the shortlist will not be proposed until the completion of the EOI exercise.
12. As EIP's issued for Technical and Fee Proposals are RESTRICTED, the EIP files should be named in accordance with Security Regulations (SR) 373. Moreover, DVD-ROM(s) storing EIPs should be dispatched in enclosures as per the requirements stipulated in SR 213(d).
13. For electronic dissemination of invitation documents of Technical and Fee Proposals or associated addenda, Managing Departments should ensure proper encryption of data at their servers and during online transmission² as well as authentication of the identity of shortlisted consultants through (i) the use of designated accounts and passwords for access to their servers or (ii) a download link³.
14. Managing Departments should also conduct regular review of the activity logs with a view to identifying any potential unauthorised access and implementing mitigation measures as appropriate.

[Notes:

1. Management Departments are encouraged to adopt Method (ii) or (iii) for dispatch, where practicable.
2. Restricted information stored in information systems and user workstations of Managing Departments shall be encrypted with appropriate encryption algorithm and key length so as to minimise the risk of unauthorised access. Restricted information to be transmitted online shall be encrypted with the use of secure data transmission protocol, e.g. hypertext transfer protocol secure (https) or secure file transfer protocol (sftp), etc.
3. As an accepted method, each invited consultant shall be assigned with a unique password for downloading the invitation documents via a secure data transmission protocol. The password should be sent under a separate email.

Digital signature

15. For the purpose of authentication, all files in an EIP should be Digitally Signed by the officer who signs the hard copies of the covering letters issuing Invitations or Addenda. The list of recognized certificates is available at OGCI0's website:
www.ogcio.gov.hk/en/regulation/eto/ca/rec_certs

Licence conditions

16. The use of EIP's should be subject to the licence conditions in Annex 2. Managing Departments should issue the licence conditions together with EIP's as follows-
 - (a) EIP's issued through e-mail
 - (i) The soft copy of the licence conditions should be attached to the e-mail message;
 - (ii) The following words should be included in the message text-
 - (b) *"The electronic documents for preparing your submission are attached to this message and are listed in Schedule 2 to the attached file [insert file name of the document containing the licence conditions] containing the licence conditions for using these documents. You will be deemed to have accepted these conditions if you use the documents listed in Schedule 2."*EIP's issued on CD-ROM/DVD-ROM
 - (i) The hard copy of the licence conditions should be attached to the covering letter issuing Invitations or Addenda;
 - (ii) The soft copy of the licence conditions should be included in the CD-ROM/DVD-ROM;
 - (iii) The following words should be added to the covering letter-
"The electronic documents for preparing your submission are included in the attached CD-ROM/DVD-ROM and are listed in Schedule 2 to the attached licence conditions for using these documents. You will be deemed to have accepted these conditions if you use the documents listed in Schedule 2."

**Annex 2 - Licence Conditions
for Electronic Invitation Packages**

EIP Reference¹	
Issue Date²	
Addendum No.³	

1. This set of conditions may be cited as "Licence Conditions for Electronic Invitation Packages".
2. In these conditions, unless the context otherwise requires-
 - (a) "AACSB Handbook" means the Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants published by the Architectural and Associated Consultant Selection Board;
 - (b) "Editable File" means a file listed under the column "Editable File" in Schedule 2 hereto containing the editable version of the Invitation Document listed on the same row under the column "Invitation Document". "Editable" in the previous sentence means editable using mainstream computer applications for office automation and computer-aided drafting;
 - (c) "Electronic Invitation Package" (or "EIP") means the electronic files in Schedule 2 hereto;
 - (d) "Employer" means the Government of the Hong Kong Special Administrative Region;
 - (e) "Image File" means a file listed under the column "Image File" in Schedule 2 hereto containing the printed image of the Invitation Document listed on the same row under the column "Invitation Document";
 - (f) "Invitation" means the invitation in Schedule 1 hereto;
 - (g) "Invitation Document" means a document listed under the column "Invitation Document" in Schedule 2 hereto;
 - (h) "Licensee" means the person who uses the EIP and includes, if the person acts on behalf of another person, that other person;
 - (i) "Relevant File" means an electronic file that-
 - (i) is derived from duplication of any files in the EIP; or
 - (ii) contains any contents extracted from any files in the EIP;

¹ To be assigned by the Managing Department in accordance with paragraph 5 of Annex 1.

² Insert date of covering letter.

³ This row should be deleted if inappropriate.

- (j) "Submission" means a submission that may be made by the Licensee in response to the Invitation;
 - (k) "Submission Closing Date" means the closing date for the Submission stipulated in Schedule 1 hereto;
 - (l) "Triggering Event" means one of the following events-
 - (i) The Licensee does not make a Submission by the Submission Closing Date;
 - (ii) The Licensee withdraws his Submission;
 - (iii) The Licensee receives a written notice from the Employer advising that-
 - (1) he is not included in the list of consultants to be invited to submit Technical and Fee Proposals in accordance with the AACSB Handbook; or
 - (2) he is not selected as consultant for the consultancy agreement in Schedule 1 hereto.
3. Words importing the singular only also include the plural and vice versa where the context requires. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.
 4. Subject to the provisions hereof, the Employer grants the Licensee, free of charge, a non-exclusive and revocable licence for using the EIP solely for the purpose of preparing the Submission. The Licensee shall not use the EIP for any other purpose. Save as aforesaid, all other rights in the EIP are reserved by the Employer.
 5. Insofar as it is necessary for the purpose of preparing the Submission by the Licensee, the Licensee may license its agents, consultants or other persons appointed by him as sub-licensees to use the EIP, subject to the following conditions-
 - (a) The Licensee shall obtain from each sub-licensee an undertaking in writing that the sub-licensee shall not use the EIP for any purpose other than for the purpose of preparing the Submission;
 - (b) The Licensee shall be liable to the Employer for the breach of the undertaking referred to in sub-clause (a) of this Clause by the sub-licensees as if the breach were committed by the Licensee; and
 - (c) The Licensee shall not grant any sub-licensee the right to license other parties to use the EIP.

6. The licence for using the EIP shall expire within seven working days of the occurrence of a Triggering Event. On or before the expiration date of the licence, the Licensee shall-
 - (a) either destroy the Relevant Files in his possession or retain them as archives; and
 - (b) ensure that all sub-licensees have either destroyed the Relevant Files in their possession or retained these files for archive purpose.
7. Any files kept as archives pursuant to Clause 6 shall not be used for any other purposes.
8. The contents of the Editable File and Image File of an Invitation Document are intended to be identical. If there are discrepancies, the Image File shall prevail.
9. The Licensee hereby indemnifies the Employer against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising from a breach or breaches of any of the conditions herein contained.

Schedule 1 - Invitation⁴

Agreement No.	
Agreement Title	
Department	
Type of submission ⁵	
Submission Closing Date	

⁴ To be completed by department

⁵ Expression of Interest or Technical and Fee Proposal

Schedule 2 – Electronic Invitation Package⁶

Invitation Document	Version No.⁷	Image File⁸	Editable File

T:\as(cs)\EProcOfConsultancies\Dissemination\WBTC\WBTC-EDisseminationOfConsultancyDocuments-4.doc

⁶ To be completed by the Managing Department.

⁷ Number for identifying the version of an Invitation Document

⁸ Insert file name.

Works Bureau Technical Circular No. 31/2001

Electronic Submission of Consultancy Proposals on Removable Media

(WBTC No. 31/2001 has been subsumed under this Annex and should only be updated by Works Branch of Development Bureau.)

Definitions

1. In this Appendix, unless the context otherwise requires-
 - (a) "Consultant" means a consultant included in the longlist for EOI or the shortlist for T&F.
 - (b) "Digital Signature" means a digital signature as defined in section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in section 6 of that Ordinance. "Digitally Signed" should be interpreted accordingly.
 - (c) "EOI" means the Expression of Interest.
 - (d) "Electronic Invitation Package" (or "EIP") means a collection of electronic files containing
 - (i) the Invitation Documents issued for an Invitation; or
 - (ii) the Invitation Addendum.
 - (e) "Electronic Proposal Package" (or "EPP") means a collection of electronic files containing the EOI or T&F submitted for an Invitation.
 - (f) "Invitation" means an invitation for EOI's or T&F issued in accordance with the AACSB Handbook.
 - (g) "Invitation Addendum" means a set of documents and its attachments issued before the submission closing date and time to amend the invitation documents.
 - (h) "Invitation Documents" means the documents issued for inviting submission of EOI or T&F, including
 - (i) the invitation to submit EOI or T&F and other documents issued together with it; and
 - (ii) Invitation Addenda.
 - (i) "Managing Department" means the department responsible for managing a consultancy under the purview of the AACSB.
 - (j) "Organisational e-Cert" means a digital certificate issued under the name of an organisation by a recognised certification authority as defined under section 2 of the Electronic Transactions Ordinance (Cap. 553).
 - (k) "T&F" means the technical proposal and fee proposal.

Background

2. As outlined in WBTC no. 17/2001, the e-procurement of consultancy services is implemented in three phases as agreed by the Working Group on E-Procurement of Consultancy Services.
3. The first phase which is the electronic dissemination of invitation document was implemented on 17 September 2001 through the promulgation of the WBTC no. 17/2001.
4. The second phase which is the electronic submission of EOI's and T&F's on removable media is covered in WBTC No. 31/2001 and subsumed in this Appendix.

Policy

Invitation for EOI or T&F

5. All proposals, whether in the form of EPP or hard copy format, shall be checked and assessed on an equal basis. The Managing Department shall include the following paragraph in the invitation letter for EOI or T&F:-

"You may make your submission in either electronic format or hard copy format. If part of the submission is made in both electronic and hard copy formats, the electronic format shall prevail over the corresponding hard copy format. If you elect to make your submission in electronic format, the documents for your proposal shall be prepared and submitted in accordance with Annex [&]¹- Requirements for Submission of Proposal in Electronic Format. All proposals, whether submitted in electronic format or in hard copy format, will be evaluated on an equal basis."

6. The "Requirements for Submission of Proposal in Electronic Format" in Annex [&]¹ shall be attached to the invitation letter.

Preparation and Submission of EOI or T&F

7. Consultants who elect to submit their proposal in electronic format shall prepare the EPP in accordance with the "Requirements for Submission of Proposal in Electronic Format" in Annex [&]¹.
8. All electronic files contained in the EPP shall be Digitally Signed by the Consultant. Organisational e-Cert used for the purpose of applying Digital Signatures shall be issued under the name of the Consultant and shall be valid as at the submission closing date and time for the EOI or T&F.
9. Consultants shall package the EPP and submit the proposal in accordance with the instructions contained in the invitation letter.

Handling of EPP

10. The AACSB will release the EPP on fee proposal to the Managing Department for evaluation upon completion of the technical assessment.

¹ Insert appropriate Annex number

Assessment of EOI and T&F

11. For documents for fee proposal, two sets of printouts shall be submitted together with the EPP. For documents for technical proposal or expression of interest, printouts may optionally be submitted together with the EPP. All printouts shall be clearly stamped "PRINTOUT" and duly signed by the Consultant. The signed printouts shall not be used for assessment unless there are problems in using the files in the EPP.
12. Managing Departments should preserve the contents of the EPP. No alteration to the electronic files of the submissions is allowed. To avoid any inadvertent changes or damage made to the EPP, the following measures shall be adopted in handling the EPP -
 - (a) CD-ROM/DVD-ROM drive which is NOT capable of writing or re-writing data on CD media shall always be used to read the EPP.
 - (b) Duplicate CD-ROM/DVD-ROM copies of the EPP shall be made and used for the purpose of proposal evaluation. The original EPP shall not be used as far as possible.
13. Managing Departments should check the validity of electronic files submitted in the EPP as follows-
 - (a) All files have been Digitally Signed by the Consultant.
 - (b) The Digital Signatures are generated by an Organisational e-Cert of the Consultant.
 - (c) The Organisational e-Cert corresponding to the Digital Signatures is valid as at the submission closing date and time for the EOI or T&F.
14. If an electronic file in the EPP cannot be opened properly for viewing and printing by following the Consultant's instructions given in the EPP, that file shall be deemed as missing from the EPP unless a signed printout of that file has been included in the submission. The Consultant shall be notified in writing that -
 - (a) an electronic file is deemed as missing from the EPP if the file cannot be opened properly by following the Consultant's instructions given in his EPP; or
 - (b) a signed printout of an electronic file submitted by the Consultant will be used for evaluation notwithstanding that the electronic file cannot be opened properly by following the Consultant's instructions given in the EPP.

Preparation of Consultancy Agreement

15. The consultancy agreement shall be prepared using the printouts of the required documents contained in the EIP and/or EPP, and the signed printouts of the submission only if the corresponding electronic files cannot be opened properly, in accordance with the AACSB handbook.
16. The retention and destruction of EPP's shall be handled in the same manner as proposals submitted in hard copy.

Annex [&]¹

Requirements for Submission of Proposal in Electronic Format

The following requirements apply if the proposal is made in electronic format.

1. In this Annex, unless the context otherwise requires-
 - (a) "Digital Signature" means a digital signature as defined in section 2 of the Electronic Transactions Ordinance (Cap. 553) satisfying the requirements stipulated in section 6 of that Ordinance. "Digitally Signed" should be interpreted accordingly.
 - (b) "Editable File" means an electronic file which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (c) "Image File" means an electronic file which is stored in file formats that capture the printed image of the document.
 - (d) "Electronic Proposal Package" (or "EPP") means the collection of the electronic files containing the proposal submitted for this invitation.
 - (e) "Organisational e-Cert" means a digital certificate issued under the name of an organisation by a recognised certification authority as defined under section 2 of the Electronic Transactions Ordinance (Cap. 553).
2. EPP shall be submitted on CD-ROM media complying with ISO 9660:1988 or DVD-ROM media to ISO 13346:1995 standards. All CD-ROMs/DVD-ROMs should be clearly labelled or marked to indicate the agreement number, the name of the consultant, and the disk number if more than one CD-ROM/DVD-ROM is submitted. Each CD-ROM/DVD-ROM shall have a "README.doc" file in the root directory prepared in Word Format and Digitally Signed. This file shall contain at least the following information:
 - (a) general guidance on the use of the electronic files in the EPP (e.g. the file naming convention, directory structure of the CD-ROM/DVD-ROM, software name and version for viewing the file);
 - (b) a list of all documents submitted in the EPP with the following information-
 - (i) brief description of the contents of the document; and
 - (ii) disk number (if the submission contains more than one CD-ROM/DVD-ROM) and filename with full path information for the Editable File and/or the Image File;

- (c) information on the proper setting for viewing, editing, and printing the electronic files, including, without limitations-
 - (i) the printer to be used for printing the files;
 - (ii) the paper sizes;
 - (iii) requirements for special fonts; and
 - (iv) any special printing instructions;
 - (d) detailed instructions for viewing other type of electronic information or visualisation not covered in paragraph 8 of this Annex.
3. EPP shall be submitted in duplicate. The original and duplicate set of EPP shall be clearly stamped "ORIGINAL" and "DUPLICATE" respectively on the CD-ROM/DVD-ROM labels.
 4. The write once type CD/DVD media shall be used for the preparation of EPP. For the avoidance of doubt, re-writable CD/DVD media shall not be used. The CD-ROM shall be logically closed such that no subsequent change can be made to the EPP.
 5. CD-ROM/DVD-ROM shall be properly packed and protected to avoid physical damage during the submission process.
 6. If the invitation requires the submission of fee proposal and technical proposal, EPP shall be split into two parts, which shall be stored and submitted in separate CD-ROMs/DVD-ROMs. One set of CD-ROMs/DVD-ROMs, clearly marked "Fee Proposal", shall contain documents as specified in the Guidance for the Preparation of Fee Proposal and shall be submitted in the "Fee Proposal" envelope. The other set of CD-ROMs/DVD-ROMs, clearly marked "Technical Proposal", shall contain the documents as specified in the Guidance for the Preparation of Technical Proposal and shall be submitted in the "Technical Proposal" envelope.
 7. All electronic files in the EPP shall be Digitally Signed. Organisational e-Cert issued under the name of the Consultant shall be used for the purpose of applying digital signatures. The Organisational e-Cert corresponding to the Digital Signatures must be valid as at the submission closing date and time for the expression of interest or the technical proposal and fee proposal. The list of recognized certificates is available at OGCIO's website:

www.ogcio.gov.hk/en/regulation/eto/ca/rec_certs

8. (a) The following data formats shall be used for preparing documents in electronic form:-

Type of Document	Editable File	Image File
Text documents	Word	Portable Document Format (PDF)
Schedules or documents in tabular form	Excel;or Word	PDF
Drawings	<i>(Procurement Department to define and insert)</i>	PDF
Building Information Modeling (BIM)	<i>(Procurement Department to define and insert)</i>	PDF
Other types of documents, including scanned documents or scanned drawings	Not Applicable	PDF

The data formats and associated versions of documents/files to be adopted in the EPP should adhere to the latest OGCI O Interoperability Framework which can be downloaded from the OGCI O website: -

https://www.ogcio.gov.hk/en/our_work/infrastructure/e_government/if/interoperability_framework.html

- (b) If more than one file formats are specified, files need to be provided in one of the specified formats only.
- (c) Files prepared in the above format shall not be compressed using file compression programmes and shall not contain any computer instructions, including but not limited to,
- (i) computer viruses; and
 - (ii) macros, scripts and fields that depend on the execution environment and the execution of which will cause changes to the electronic file itself or the information system displaying the electronic record.
9. Electronic files may be submitted in Editable File format or in Image File format or in both type of formats. If both type of formats are submitted, the contents of Editable File and Image File of a document should be identical. If there are discrepancies, the Image File shall prevail.
10. As the conversion of drawing files to PDF format may slightly distort the scale of the drawing elements, line scales in both horizontal and vertical directions should be included in drawings files to enable correction factors to be made to compensate for distortion.

11. For documents for fee proposal, two sets of printouts shall be submitted together with the EPP. For documents for technical proposal or expression of interest, printouts may optionally be submitted together with the EPP. All printouts shall be clearly stamped “PRINTOUT” and duly signed by the Consultant. The signed printouts shall not be used for assessment unless there are problems in using the files in the EPP.
12. If other type of electronic information, for example, visualisation or modelling, not covered in paragraph 8 above is submitted with the proposal, software necessary for viewing the information shall be supplied with the submission. The software provided must be free of virus and can be run in mainstream PC under Windows operating environment. Necessary licence to use the software must be provided free of charge to the Government for viewing the information. Detailed instructions on setup, usage and removal of the software provided must be included in the submission.
13. Electronic file including the README.doc of the EPP submission shall be deemed as missing from the EPP if that electronic file cannot be opened properly or does not comply with paragraph 7 and/or paragraph 8(b), unless the hard copy of that file has been submitted in the submission.

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

TYPICAL FORMAT OF BRIEF

ARCHITECTURAL SERVICES DEPARTMENT
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION

GUIDANCE ON THE PREPARATION
OF
BRIEF

ARCHITECTURAL SERVICES DEPARTMENT**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION****GUIDANCE ON THE PREPARATION OF BRIEF**

1. The purpose of the Brief is to describe in detail the Assignment that the Consultant is to undertake. The form and content of the Brief will vary according to the particular Assignment and Services to be provided.
2. The Brief shall define clearly the scope, nature and timing of the Services to be provided by the Consultant the responsibilities he has to assume and all other requirements and constraints. It shall describe exactly what is to be achieved and what the output of the Assignment must be. Assumptions and methodology must be clearly defined.
3. It is in the interest of both the Employer and the Consultant that the Brief is sufficiently detailed and specific to enable the Consultant to properly estimate the resources necessary to carry out the Assignment and to quote appropriate fees. It is important that the Brief is very clear as to the standard and level of service expected from the Consultant and that both the Employer and the Consultant have a clear and agreed understanding of the requirements. Any vagueness in the Brief will create potential for future dispute which may be detrimental to the progress of the Project and must be avoided.
4. If there are specific aspects or parts of the Assignment that cannot be sufficiently well defined or over which there is uncertainty at the time of preparing the Brief, for example, the "time" associated in reading-in or developing design solutions, then provision shall be made in the Schedule of Fees to exclude these works and services from the quoted lump sum or percentage fee and to remunerate the Consultant on a negotiated lump sum or time charge basis.
5. The provisions of the Brief must be consistent with those of the General Conditions of Employment, Special Conditions of Employment (if any), Schedule of Fees and all other documents comprising the Agreement. Care should be taken that the Brief does not conflict with the General Condition of Employment which must not be amended without the approval of the Architectural and Associated Consultants Selection Board (AACSB).
6. The Brief shall be prepared in consultation with all appropriate parties to whom it shall be circulated and whose input and where appropriate agreement shall be obtained. Also, if appropriate, the Brief shall be submitted to the project steering or management group for formal agreement. The Project Team Leader, irrespective of discipline, shall be responsible for the preparation of the Brief in instances where consultancies are commissioned as a package.

7. The Brief must be consistent with the requirements of the Project as approved by the PWSC or other authority.
8. The Brief shall not be finalized until after the pre-submission meeting held with the Consultant.
9. Included in the following pages are “Typical Format of Brief” and “Proforma Draft Briefs” for architectural, building services, quantity surveying and structural engineering assignments. The “Typical Format of Briefs” sets out, in general terms, the items that should be considered when formulating and drafting the particulars of the Assignment.
10. The Brief shall be prepared in accordance with the directions and guidance given in the appropriate typical format. Different fonts are used in the typical Brief to indicate the intention of the text, as follows:
 - 10.1 Words in bold font are mandatory unless otherwise indicated. These are mandatory headings or clauses which shall be included in the Brief unchanged, except with the prior approval of AACSB.
 - 10.2 Words in normal font indicate sample clauses. These are not mandatory and shall be amended as necessary to suit the Assignment.
 - 10.3 Words in *italics* are suggestions or instructions to aid preparation of the Brief. The exact content and wording to be used is left to the discretion of the writer of the Brief.

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

TYPICAL FORMAT OF BRIEF

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

AGREEMENT TITLE: _____

P.W.P No. _____

TYPICAL FORMAT OF BRIEF

ARCHITECTURAL SERVICES DEPARTMENT

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

TYPICAL FORMAT OF BRIEF

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19. Specialist and Sub-consultant Services
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21. Professional Indemnity Cover
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*** Delete as appropriate**

Annexes

Annex 1 - Schedule of General Instructions

Annex 2 – Schedule of Resident Site Staff Standards and Duties

Annex 3 - Monthly Time-log of Consultant Staff

Annex 4 - Design Certificate

Annex 5 - List of Consultants

Annex 6 – Project Site Safety Administration Checklist

*Annex 7 – BIM Execution Plan

*Annex 8 – Qualifications of the BIM Team

*Delete if inappropriate

ARCHITECTURAL SERVICES DEPARTMENT
THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION
TYPICAL FORMAT OF BRIEF
CONSULTANCY AGREEMENT NO. _____

BRIEF

1. Introduction

This Brief is to be read in conjunction with the Memorandum of Agreement, the General Conditions of Employment, Special Conditions of Employment (if any), Schedule of Fees and all other documents comprising the Agreement.

For the avoidance of doubt but without prejudice to Clause 7 of the General Conditions of Employment, the performance of the Services specified herein shall be subject to Clause 22 of the General Conditions of Employment.

2. Description of the Project

2.1 Describe the Project of which the Assignment forms a part. Include relevant historical and general background and any significant events, milestones, policy decisions and other background that may have a bearing on the Assignment. In addition, the budget (estimate of work for related disciplines as well as overall approved project estimate) should be stated. Care should be taken to ensure the use of consistent cost figures when stating project estimates, ie. the components of the project estimate must be prepared to a common base date and the date of preparation and appropriate tender price index stated.

2.2 The following sample of essential information concerning the project shall be described in the Brief;

- (a) Nature of project e.g. school, recreation, institutional etc.*
- (b) Scope of project e.g. total floor area, number of rooms, facilities*
- (c) Location*
- (d) Programme e.g. anticipated completion date*
- (e) Project estimates*

3. Objectives of the Assignment

3.1 This Section shall list what is to be achieved upon satisfactory completion of the Assignment.

3.2 The objectives of this Assignment are to obtain professional services from the Consultant for the successful completion of the Assignment as described in the Brief and in accordance with the General and Special Conditions of Employment. The services provided by the Consultant to complete this Assignment shall meet the following objectives;

- (a) The intended function of the building;*
- (b) Ease of construction and economy;*
- (c) Safety and sustainability;*
- (d) Programme and budget; and*
- (e) Green government Buildings*

4. Description of the Assignment

4.1 *Describe the Assignment in general terms ie. including the professional services to be provided. (Full details of the Deliverables and Services to be provided shall be given in Sections 5 and 6.) Make reference not only to what is included but also what is not included. This is particularly relevant where the scope of the Assignment is different from the scope of the Project described in Section 2. Describe any interfaces between the Assignment and other assignments and any other parts of the Project or other projects. Be as specific as possible.*

4.2 The Work stages which the Consultant is to undertake are:

- (a) Work stage 1: Inception/ Feasibility, Brief Development
- (b) Work stage 2: Outline Proposals and Sketch Plan
- (c) Work stage 3: Detail Design
- (d) Work stage 4: Documentation / Tendering
- (e) Work stage 5: Construction Supervision
- (f) Work stage 6: Post Hand Over Services

The Consultant should not commence and would not be paid for the services comprised within a Work Stage without a written instruction to do so from the Director's Representative. (Extracted from Para. 8 of Technical Reference No. 5 at **Appendix 36**)

4.3 The Consultant shall undertake the appointment and be responsible for all the works described in this Brief. The Consultant shall be fully responsible for coordinating all the works stipulated in this Agreement irrespective of the demarcation of work descriptions for architectural and other Sub-consultants (e.g. structural (including geotechnical), building services, landscape architectural aspects) and specialists according to Clause 19.1 and Attachment 1 to Annex 7 in the Brief.

4.4 *The Consultant's attention is drawn to the following additional requirements for services;*

- (a) *Attend all liaison meetings with the client department, relevant government departments and authorities or interested group;*
- (b) *Preparation and submission of all presentation drawings, models and documents required for vetting and approval of the design by ArchSD during various Work stages of the Assignment;*
- (c) *All interior or graphic design works*
- (d) *Geotechnical engineering*
- (e) *To comply with the target-based green performance framework promulgated by ArchSD OI No. 04/2009 – Green Government Buildings*

4.5 Although the consultancy for Quantity Surveying Services may be appointed separately by the Employer, the Consultant shall fully coordinate and provide necessary information to the Project Quantity Surveyor in fulfilling the Assignment and completion of the works contracts.

4.6 The Consultant shall follow ArchSD's procedures, where applicable. The Consultant shall submit all necessary plans and documents of equivalent standards as required under Buildings Ordinance to the Director's Representative to demonstrate statutory compliance.

4.7 The Consultant shall provide a written undertaking confirming compliance with all statutory requirements.

4.8 Quality Site Supervision Plan (QSSP)

For the implementation of QSSP at Work stages 3, 4 and 5, the Consultant shall identify critical construction activities/stages of works, built components/modules, structural elements and other items that warrant the formulation of special site supervision requirements during construction. The Consultant shall formulate a QSSP which provides sufficient details of the site supervision arrangement. All critical construction activities relating to architectural/building, building services, geotechnical, landscaping and structural works etc. shall be addressed in the QSSP. The Consultant shall also identify in the QSSP temporary works that are critical in terms of safety and require to provide independent checking of the temporary works in accordance with ArchSD OI No. 36/2009 TC.

4.9 Land (Miscellaneous Provisions) Ordinance [LMPO]

The Consultant shall carry out all the duties of the Employer necessary in processing the Excavation Permit (except signing the application form of Excavation Permit) and the associated monitoring action and supervision during the construction period in accordance with the requirements of the latest LMPO, conditions in the excavation permits, ASDOI No. 5/2004 of ArchSD and all relevant DEVB TC(W)s.

4.10 *Describe details of the works for “Phases Subject to Incorporation” and the related Work Stages if the Assignment covers more than one phase of a project but the implementation of some of these phases has not been decided upon by the Director’s Representative at the time when submissions for the consultancy services are invited, and the clause for “Phases Subject to Incorporation” has been included in the Special Conditions of Employment.*

(The following Sample Clause shall be included if sub-clause alternative (3) of the Special Condition of Employment for “Phases Subject to Incorporation” is used. Refer to Technical Reference No. 5 at Appendix 36 for background information.)

(Technical Circulars have been subsumed under the following Sample Clause which should only be updated by Works Branch of Development Bureau.)

Sample Clause

<i>Phase</i>	<i>Time for Ordering Phases Subject to Incorporation</i>	<i>Time for Completion of Phases Subject to Incorporation</i>
	<i>Column (i)</i>	<i>Column (ii)</i>
	<i>(Commencing from and including the date for commencement of the Consultancy Agreement)</i>	<i>(Calculated from and including the date of commencement in column (i))</i>
<i>Work stage 1</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 2</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 3</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 4</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 5</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 6</i>	<i>yy months</i>	<i>zz months</i>

(The project team shall determine the actual phasing of the assignment to suit the project requirements. A standard letter of Instruction for Phases Subject to Incorporation is at Appendix 27 of the AACSB Handbook.)

4.11 The execution of the Assignment shall be in accordance with the adopted items in the Project Environmental Design Checklist. The Consultant shall give reasons in the Project Environmental Design Checklist against each of the items that he considers not applicable or cannot be adopted. The list of the adopted items shall be agreed by the Director’s representative.

- *4.12 The certification fee (including the registration and assessment fees and any adjustment thereof) of BEAM Plus for project assessment is reimbursable to the Consultant and a provision for the reimbursement is included in Clause 4(A) of the Schedule of Fees.
- *4.13 The Consultant shall adopt Building Information Modelling (BIM) throughout the project life-cycle to enhance and improve the coordination amongst various stakeholders during the design, construction, operation and maintenance of the Project and to facilitate effective decision making at key stages of the Project.

The Consultant shall utilise BIM for avoidance of risks, minimisation of changes, project cost control, programmes monitoring in various stages, enhancement of safety design for construction and operation of the asset and demonstration of the constructability of the design .

The following table listed the BIM uses required in this Project:

	BIM Use	Investigation, Feasibility and Planning	Design	Construction
1	Design Authoring	Yes ¹	Yes	Yes
2	Design Reviews	Yes ¹	Yes	Yes
3	Existing Conditions Modelling	Yes ¹	Yes	Yes
4	Site Analysis	Yes ¹	Yes	--
5	3D Coordination	--	Yes	Yes
6	Cost Estimation	*Yes	Yes ¹	Yes ¹
7	Engineering Analysis	--	Yes ¹	Yes ¹
8	Facility Energy Analysis	--	*Yes	*Yes
9	Sustainability Evaluation	*Yes	Yes ¹	Yes ¹
10	Space Programming	*Yes	Yes ¹	--
11	Phase Planning (4D Modelling)	--	Yes ¹	Yes
12	Digital Fabrication	--	Yes ¹	Yes ¹
13	Site Utilisation Planning	--	--	Yes ¹
14	3D Control and Planning	--	--	Yes ¹
15	As-Built Modelling	--	--	Yes
16	Project Systems Analysis	--	--	*Yes
17	Maintenance Scheduling	--	--	Yes ¹
18	Space Management and Tracking	--	--	*Yes
19	Asset Management	--	--	Yes ¹
20	Drawing Generation (Drawing Production)	--	Yes	Yes

Note:

- (a) Details and extent of mandatory BIM Use shall be referred to the Notes in Attachment 1 to Annex 7

The Consultant shall make reference to the latest version of the following standards in the Assignment unless stated otherwise by the Director's Representative.

- i. BIM guides issued by the Architectural Services Department
 - BIM Guide for Architectural Design
 - BIM Guide for BS Installation
 - BIM Guide for Cost Estimation
 - BIM Guide for Facilities Upkeep
 - BIM Guide for Structural Engineering
 - BIM Guide for SCCU Submissions
- ii. BIM guide issued by Electrical and Mechanical Services Department
 - Building Information Modelling for Asset Management (BIM-AM) Standards and Guidelines
 - Building Information Modelling for Asset Management (BIM-AM) Guidelines for the Handover of E&M Installation to EMSD

- iii. Latest Technical Circulars
 - DEVB TC(W) No. 2/2021 – Adoption of Building Information Modelling for Capital Works Projects in Hong Kong and its subsequent updates (if any)
 - DEVB TC(W) No. 8/2021 – Building Information Modelling Harmonisation Guidelines for Capital Works Projects in Hong Kong and its subsequent updates (if any)
- iv BIM Harmonisation Guidelines for Works Departments issued by the Development Bureau
- v CIC BIM Standards
- vi Penn State BIM Execution Planning for BIM Uses
- vii Drafting Specifications for Engineering Survey
- viii BS EN ISO 19650-1:2018, BS EN ISO 19650-2:2018, BS EN ISO 19650-3:2020, BS EN ISO 19650-5:2020, BS 1192-4:2014

4.14 Security of Payment (SOP) Provisions

4.14.1 The Consultants' attention is drawn to the implementation of the Security of Payment (SOP) Provisions in public works contracts set out in DEVB TC(W) No. 6/2021. The Consultants shall monitor the contractor's compliance with any SOP Provisions incorporated into the works contract.

4.14.2 The Consultants shall, if required by an instruction given, after the date of appointment of the adjudicator for a payment dispute, pursuant to Clause 23 of the General Conditions of Employment, perform any of the following Services:-

- a) Preparing or assisting in preparing adjudication response and any further written submissions for the Employer;
- b) Participating in any meetings and conferences called by the adjudicator;
- c) Providing assistance to the Employer for the purpose of complying with any request or direction of the adjudicator; and
- d) Providing assistance to the Employer for the purpose of and/or in connection with the adjudication proceedings.

4.14.3 For the avoidance of doubts, the Consultants shall be entitled to payment for performance of any Services referred to at clause 4.14.2 above pursuant to Clause 33 of the General Conditions of Employment."

*Delete if inappropriate

5. Deliverables

- 5.1 *Specify everything that is to be produced by the Consultant as part of the Assignment. For example, draft reports, final reports, working papers, programmes, estimates, progress and financial reports, design and other calculations, design certificates, minutes of meetings, drawings, plans, maps and models. Also specify the need to produce documents for the purposes of compliance with statutory procedures, government procedures and consultative procedures.*
- 5.2 *Specify the numbers of each item to be delivered, scales for drawings, timing and frequency of delivery and any special requirements for production and method and form of presentation and storage.*
- 5.3 The Consultant shall collaborate with the sub-consultants and other consultants in the preparation, coordination, production and delivery to the Director's Representative of the deliverables as detailed in the Brief for various stages of works and any other deliverables necessary for the completion of the assignment, and circulate to relevant parties in sufficient copies.
- 5.4 The Consultant shall provide all tender drawings in AutoCAD version 2008 with effect from 2nd January 2009. Apart from tender drawings, Consultant may provide other drawings in AutoCAD version 2008 to 2000 and to the satisfaction of the Director's Representative. CAD Drawings shall be prepared conforming with the CAD Standard for Works Projects (CSWP) (or later versions as agreed between the Director's Representative and the Consultant from time to time) as posted on the Development Bureau's web site <http://www.devb.gov.hk/cswp> and in accordance with the latest version of CAD Manual for ArchSD Projects issued by this Department. Should any technical conflict between the CSWP and CAD Manuals arise, the CSWP will take precedence.

The Consultant shall provide the Director's Representative hard and soft (electronic files) copies of all drawings and documents as required during the Work Stages of the Assignment. Unless otherwise requested by the Director's Representative, four copies of each document will be required. Scales for drawings are to be 1 : 100 for general layouts and 1 : 20 for details or as otherwise agreed.

- 5.5 All layout plans to utility undertakings for the purpose of soliciting utility information or provisions shall be prepared in electronic format. These electronic Layout Plans (ELPs) shall conform to the CSWP and the latest version of CAD Manual for ArchSD Projects issued by this Department and shall be digitally signed by the employees of the Consultant using the organisational e-Certificate for the purpose of providing a means of verifying where these files originate. The Consultant shall ensure that the Conditions of Use and the Standard Notes as promulgated in ETWB Technical Circular (Works) No. 7/2003 or latest version as promulgated by DEVB are embedded in the ELPs.
- 5.6 *Specify the need for the Consultant to draw to the Employer's attention any Deliverables that are under licence and any pre-existing copyright or patent on any Deliverables and any other restriction whatsoever affecting the Employer's use of the same and, if required by the Director's Representative, to establish the existence of any licence, copyright, patent or restriction.*

Specify inputs of all disciplines including sub-consultants' under individual headings, e.g.

The Consultant shall submit final version of the following consultant-prepared as-built drawings and documents for Architectural, Landscape, Structural Works, Building Services / Electrical and Mechanical Installations which are an accurate representation of the project to the Director within 28 days from the date of issuance of the completion certificate:

5.6.1 Architectural & Landscape

(a) Requirements of As-built Drawings and Documents

- i. a complete set of general building plans including elevations, sections, schedules and all other construction details. The as-built drawings shall be verified and signed by the Consultant;
- ii. a complete set of landscape layout plans and details including all hard and soft landscape works (if any). The as-built drawings shall be verified and signed by the Consultant;
- iii. a complete set of approved F.S. installations plans and relevant documents including D.G. Store submission (if any) from Fire Services Department;
- iv. a complete set approved general building plans and relevant documents from Buildings Department or Housing Department (if any) and
- v. a complete set of approved plans and documents from other statutory authorities, such as: Environment Protection Department, Drainage Services Department, Fire Services Department, etc (if any) or other requested by the Director's Representative.

(b) Media for As-built Drawings

- i. 1 set of drawings stated in 5.6.1(a)i and 5.6.1(a)ii in AutoCAD format;
- ii. 1 set of drawings stated in 5.6.1(a)i and 5.6.1(a)ii in PDF format (The PDF image file shall be printed out from drawing file by AutoCAD in full size with minimum resolution 600x600 dpi. The line weight and colour setting shall be matched with hardcopy output) and
- iii. 1 set of drawings stated in 5.6.1(a)iii to 5.6.1(a)v in TIFF or JPEG format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400x400 dpi in compression G4 format. The JPEG image file shall be reproduced from full size drawing with minimum resolution of 400x400 dpi).
- iv. The above drawings shall be in three sets of CD-ROM computer disk.

(c) Project Information

Record number and project completion date provided by this Department shall be inserted in each drawing as stated in 5.6.1(a) to compile the standard form ADRU-AD, ADRU-FS, ADRU-SC and each computer disk shall be labelled in accordance with the Guidelines for Preparation of As-built Drawing Files saved in CD-ROM computer disk for Architectural Works as stated in standard form ADRU-G3e issued by ADRU of this Department.

5.6.2 Structural Engineering(a) Requirements of As-built Drawings and Documents

- i. a complete set of as-constructed piling layout plans, piling record plans and site formation drawings in full size, produced by the Structural Sub-consultant or the work contractors. The as-constructed drawings shall be verified and signed by the Registered Structural Engineer of the Structural Sub-consultant.
- ii. a complete set of as-constructed framing plans including elevations, sections, schedules in full size, produced by the Structural Sub-consultant. The as-constructed drawings shall be verified and signed by the Registered Structural Engineer of the Structural Sub-consultant.
- iii. a complete set of as-constructed detail drawings produced by the Structural Sub-consultant. The as-constructed drawings shall be verified and signed by the Registered Structural Engineer of the Structural Sub-consultant.
- iv. a complete set of approved shop drawing, as-built drawings and documents for structural works as stipulated in the works contracts.

(b) Media for As-built Drawings

- i. 1 set of drawings stated in 5.6.2(a)i., 5.6.2(a)ii and 5.6.2(a)iii in AutoCAD format;
- ii. 1 set of drawings stated in 5.6.2(a)i., 5.6.2(a)ii, 5.6.2(a)iii and 5.6.2(a)iv in TIFF format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400 x 400 dpi in compression G4 format. The file shall be reproduced from full size drawing with authorized signature of Registered Structural Engineer.
- iii. The above drawings shall be in one set of hardcopy and CD-ROM computer disk.

(c) Project Information

Record number provided by this Department shall be inserted in each drawing as stated in 5.6.2(b) to compile the standard form SEB/DWG.004 and each computer disk shall be labelled in accordance with the Guidelines for Preparation of As-built Drawing Files saved in CD-ROM computer disk for Structural Works as stated in standard form SEB/DWG.005 issued by SEB of this Department.

5.6.3 Building Surveying5.6.4 Building Services(a) Requirements of As-built Drawings and Documents

- i. a complete set of as-built design drawings in full size, shall be produced by the building services/electrical & mechanical Sub-consultant or the building services/electrical & mechanical specialist work contractor(s) for each category of the building services/electrical & mechanical installation, and such as-built drawings shall be verified correct and signed by the Building Services Sub-consultant.
- ii. a complete set of as-built layout plans drawings including all necessary plans, elevations, sections, schedules in full size, operation and maintenance manuals and test records, shall be produced by the building services/electrical & mechanical specialist work contractor(s) for each category of the building services/electrical & mechanical installation and such drawings and documents shall be verified correct and signed by the Building Services Sub-consultant.

(b) Media for As-built Drawings

- i. 1 set of drawings stated in 5.6.4(a)i. and 5.6.4(a)ii. in AutoCAD format;
- ii. 1 set of drawings stated in 5.6.4(a)i. and 5.6.4(a)ii. in TIFF format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400 x 400 dpi in compression G4 format.
- iii. The above drawings shall be in one set of hardcopy and CD-ROM computer disk with proper label(s) and declaration of their content correctness by the Building Services Sub-consultant.

5.6.5 Geotechnical Engineering5.6.6 Others

For Contractor-prepared as-built drawings, shop drawings and documents, the final approved version(s) shall be submitted within 10 days after receipt from the Contractor.

(The project team shall refer to the latest instructions / circulars / manuals issued by individual disciplines. OI 05/1996, para. 1.(b)(i), (ii) and (iii) of Annex 1 of SAMPLE PROFORMA CLAUSES IN CONTRACTS refers.)

- 5.7 The Consultant shall prepare and submit documents/information, and deliverables but not limited to, as required by the adopted items in the Project Environmental Design Checklist, for the tasks as identified below or instructed by the Director's Representative.

(a) Work stage 1 – Inception/Feasibility, Brief Development

- (i) List of project staff (other than core personnel)
- (ii) Resources plan
- (iii) Preliminary Programme
- (iv) Report on site surveys and site constraints including the summary of preliminary findings with utility provisions and utility mapping requirements for identifying necessary diversion works
- (v) List of environmental issues
- (vi) List of heritage issues
- (vii) Site development parameters
- (viii) Design options
- (ix) Feasibility Study Report
- (x) Recommendation of conceptual layout plans including preliminary cost estimates

(The project team shall note that according to FC No. 11/2001, the Technical Feasibility Study (TFS) concerning the technical feasibility of the proposed project shall be completed by the Department without recourse to consultancy support unless under exceptional circumstances.)

(b) Work stage 2 – Outline Proposals & Sketch Plan

- (i) Resources plan
- (ii) Programme
- (iii) Comments on Engineering Conditions and Allocation Plan
- (iv) Report on utility provisions and information
- (v) Appointment of specialist consultants
- (vi) Preliminary Environmental Review Report
- (vii) Preliminary Report on heritage issues
- (viii) Contract strategy
- (ix) Project estimates
- (x) Sketch Design Report and Outline Proposals for PQDVC approval including architectural, structural, building services, landscape architectural and geotechnical engineering works.
- (xi) Presentation of design proposals and materials for bureaux/departments/future operators or users/District Councils/statutory committees/neighbourhood's organisations/charity groups/public consultations, etc.
- (xii) Systematic Risk Management (SRM)
- (xiii) Report on site surveys including topographic survey, underground utilities survey, tree survey, asbestos survey, condition survey of existing buildings and structures, etc.
- (xiv) BIM models showing design coordination.
- (xv) BEAM Plus Provisional Assessment

(c) Work stage 3 – Detail Design

- (i) Resources plan
- (ii) Comments on Engineering Conditions and Allocation Plan
- (iii) Design calculations
- (iv) Statutory approval
- (v) Finalised layout plans in BIM model showing detailed design intent and services co-ordination
- (vi) Presentation of proposed building materials, systems and equipment.
- (vii) List of materials and equipment selected having less than 3 probable offers
- (viii) Revised project estimates
- (ix) Confirmation of contract strategy
- (x) Detail Design Report for PQDVC approval including architectural, structural, building services, landscape architectural and geotechnical engineering works.
- (xi) Draft QSSP
- (xii) Buildability Evaluation System (BES) Assessment
- (xiii) Presentation of design proposals and materials for bureaux/departments/future operators or users/District Councils/statutory committees/neighbourhood's organisations/charity groups/public consultations, etc.
- (xiv) Update information for SRM
- (xv) Update information for BEAM Plus Assessment
- (xvi) List of Contractor's design items
- (xvii) Energy models to demonstrate the compliance of outperforming BEC requirements as promulgated in the circular on Green Government Buildings (DEVB Technical Circular No. 2/2015 and ENB Circular Memorandum No. 3/2015)

(d) Work stage 4 – Documentation/Tendering

- (i) Confirmation of site availability
- (ii) Documents for drafting the PWSC paper
- (iii) Design calculations and detail drawings
- (iv) Tender drawings
- (v) Particular Specifications
- (vi) Material and equipment schedules
- (vii) List of materials and equipment selected having less than 3 probable offers
- (viii) List of Prime Cost & Provisional Sums
- (ix) Detailed pre-tender estimates
- (x) Draft Special Conditions of Contract to suit special project requirements
- (xi) Records of tender queries and responses
- (xii) Tender assessment and cost analysis of successful tenders
- (xiii) Tender Report and recommendations
- (xiv) Debriefing sessions to unsuccessful tenderers
- (xv) Final QSSP
- (xvi) Drawings and materials for LegCo and DC's meetings or other public consultations
- (xvii) BIM models showing design coordination
- (xiii) Update information for SRM
- (xiv) Update information for BEAM Plus Assessment

(e) Work stage 5 – Construction Supervision

- (i) Construction drawings
- (ii) Order to Commence Work
- (iii) Construction programme
- (iv) Site inspection records
- (v) Supervising Officer's Instructions
- (vi) Meeting minutes
- (vii) Records of approval of alternative materials and equipment
- (viii) Financial statements
- (ix) Interim Payment Certificates
- (x) Reports on assessment of contractual claims
- (xi) Reports on contractors' and sub-contractors' performance
- (xii) Revised QSSP
- (xiii) Records of employment of Qualified Tradesmen and Intermediate Tradesmen
- (xiv) Records of training
- (xv) Monthly Return of Site Labour Deployment and Wage Rates for Construction Works
- (xvi) Questionnaires of Quarterly Employment Survey
- (xvii) Employment Statistics of Construction Sites
- (xviii) Site safety records and accident reports
- (xix) Records of C&D waste disposal
- (xx) Suspension Notice, Notice of Re-entry
- (xxi) Testing and commissioning schedules and records, including information for witnessing of testing and commissioning of installations
- (xxii) List of defects and outstanding works
- (xxiii) Operation and maintenance guides / manuals
- (xxiv) Site records
- (xxv) Completion Certificate
- (xxvi) Handover Certificate
- (xxvii) As-built drawings
- (xxviii) Drawings, works supervision plan and handover plan for improvement works
- (xxix) Presentation of design proposals and materials for bureaux/departments/future operators or users/District Councils/statutory committees/neighbourhood's organisations/charity groups/public consultations, etc.
- (xxx) Update information for SRM
- (xxxi) Co-ordination and attending of meetings with government departments, utility companies and other interested parties regarding site issues
- (xxxii) BEAM Plus Final Assessment

(f) Work stage 6 – Post Hand Over Services

- (i) List of additional / improvement works and all documents for the execution of those works
- (ii) Report on hand over of spare parts / materials , O&M manuals and as-built records
- (iii) Report on rectification of outstanding and defective works
- (iv) Report on contractors' and sub-contractor's performance
- (v) Report on assessment of contractual claims
- (vi) Maintenance Certificate
- (vii) Project appraisal report
- (viii) All documents after finalisation of the Project
- (ix) HKIA Annual Award submission materials (This is optional for PD/PMs to consider)
- (x) Analysis/advice and provide information on the green / energy performance of the project and assist client department to register the IAQ certificate including preparation of all submission documentations and conduct carbon audit, etc.
- (xi) Not used.
- (xii) Drawings, works supervision plan and handover plan for improvement works
- (xiii) Provide necessary co-ordination work, conduct site inspections and supervise the completion of outstanding works, defect rectification and improvement works
- (xiv) BEAM Plus Final Assessment
- (xv) BIM record of the latest information
- (xvi) Finalisation of SCCU's comments
- (xvii) IAQ Certificate

*5.8 Particular BIM Deliverables

(a) BIM Execution Plan

The Consultant shall submit a project specific BIM Execution Plan 4 weeks upon commencement of the Assignment as per Annex 7 for the Director's Representative's approval.

(b) Model Federation

- (i) The Consultant shall deliver a coordinated project information model containing graphical and nongraphical information through a single point of responsibility.
- (ii) The Consultant shall create, maintain and update the BIM models and use BIM models to show the following components to the agreement and satisfaction of the Director's representatives but not limited to:

(The project team shall insert BIM models in architectural components, structural components, building services components, etc. to suit the project requirements.)

(The details of the following sub-clauses shall be inserted by the project team refer to the latest instructions / circulars / manuals / guidelines issued by the procuring departments.)

(c) Hardware and Software Requirements

(d) Drawing Generation (Drawing Production)

(e) Clash Reports

(f) BIM Audit

(g) Training Proposal and Training Log

(h) As-built BIM models

(i) BIM Object

(j) Submission of Deliverables

- i. The Consultant shall submit the Deliverables (hardcopies and softcopies with editable and image files in CD-ROMs or other equivalent media) to the Director's Representative, and other relevant parties as instructed by the Director's Representative, for comment/agreement.
- ii. Implementation Schedule for the Deliverables.

No.	Milestone / Major Deliverable	Relevant Clause(s) in the Brief	Submission deadline (within the stated number of weeks/months after commencement of the Agreement or as specified otherwise)
Work stage 2: Outline Proposals & Sketch Plan			
1	BIM Execution Plan		4 weeks (draft) 8 weeks (final)
2	Proposal for CDE		4 weeks (draft) 8 weeks (final)
3	Training Plan		4 weeks (draft) 8 weeks (final)
4	BIM Models		8 weeks (draft) 12 weeks (final)
5	BIM Models (GBP Submission)		With submission of GBP (including the subsequent amendment to the plans)
6	2D Drawings		8 weeks (draft) 12 weeks (final)
7	Clash Report		8 weeks (draft) 12 weeks (final)
8	Design Visualisation		8 weeks (draft) 12 weeks (final)
9	BIM Audit Report		Regular submission in [*monthly/ bi-monthly] intervals

Work stage 3: Detail Design			
1	BIM Models		<i>Regular update from WS2 BIM model and 12 weeks (final)</i>
2	BIM Models (GBP Submission)		<i>With submission of GBP (including the subsequent amendment to the plans)</i>
3	2D Drawings		<i>Regular update from WS2 BIM drawings and 12 weeks (final)</i>
4	Clash Report		<i>Monthly update from WS2 Clash Report and 12 weeks (final)</i>
5	Design Visualisation		<i>10 weeks (draft) 12 weeks (final)</i>
6	4D simulation		<i>10 weeks (draft) 12 weeks (final)</i>
7	Training Log		<i>Upon completion of training course</i>
8	BIM Audit Report		<i>Regular submission in [*monthly/ bi-monthly] intervals</i>
Work stage 4: Documentation / Tendering			
1	BIM Models		<i>8 weeks after WS3 approval (draft) 12 weeks after WS3 approval (final)</i>
2	BIM Models (GBP Submission)		<i>With submission of GBP (including the subsequent amendment to the plans)</i>
3	2D Drawings		<i>8 weeks after WS3 approval (draft) 12 weeks after WS3 approval (final)</i>
4	Draft Particular Specification for BIM		<i>To suit tender programme</i>
5	BIM Audit Report		<i>Regular submission in [*monthly/ bi-monthly] intervals</i>
6	Design BIM Models for submission to LandsD		<i>1 week after the tender closing date</i>
Work stage 5: Construction Supervision			
1	BIM Execution Plan		<i>Regular update in the course of project development</i>
2	BIM Models		<i>Monthly update in the course of project development</i>
3	BIM Models (GBP Submission)		<i>With submission of GBP (including the subsequent amendment to the plans)</i>
4	2D Drawings		<i>Regular update in the course of project development</i>
5	Clash Report		<i>Monthly submission in the course of project development</i>
6	Design Visualisation		<i>As required by the Director's Representative</i>
7	4D simulation		<i>As required by the Director's Representative</i>
8	BIM Audit Report		<i>Regular submission in [*monthly/ bi-monthly] intervals</i>

Work stage 6: Post Hand Over Services				
1	As-built BIM Models			<p><i>Draft as-built BIM models shall be submitted within 4 months from the issuance of the certificate of completion for the main Contract Works;</i></p> <p><i>Revised as-built models shall be submitted within 1 month from the issuance of comments from the Director's Representative.</i></p> <p><i>The final as-built BIM models shall be submitted within 12 months from the issuance of the certificate of completion for the main Contract Works.</i></p>
2	As-built 2D Drawings			<i>As-built drawings shall be submitted within 3 months after project completion from the issuance of the certificate of completion for the main Contract Works.</i>
3	BIM Object Files			
		Proposed list of BIM Object Files		Within 1 month from the issuance of the certificate of completion for main Contract Works
		BIM Object Sheets		Within 2 weeks upon confirmation of the proposed list of BIM object files
		BIM Object Files		Within 4 months from the issuance of the certificate of completion for main Contract Works

[Guidance Notes: Include the following requirement for project which is sensitive in nature.]

4	As-built BIM Models for submission to LandsD			<i>With the submission of as-built BIM models</i>
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- iii. Work-in-progress (WIP) file uploads shall not be counted as submission deliverable but shall be a proof of progress and for quality checking purposes for the Director's Representative. The times and interval for WIP uploads shall be proposed by the Consultant and be agreed by the Director's Representative to facilitate decision making and communication with project stakeholders.
- iv. The Consultant shall deliver and submit the final design BIM models and associated data files to the Director's Representatives. The files shall be stored in a standardized folder structure.
- v. The design BIM models, as described in Clause 5.8(b) of this Brief, and as-built BIM models, as described in Clause 5.8(h) of this Brief, submitted to the Director's Representatives would be forwarded to the Lands Department (LandsD) to facilitate the development of the BIM Data Repository.

[Guidance Notes: Include the following clause for project which is sensitive in nature.]

- vi. Due to sensitivity of the project, the design and as-built models for submission to the LandsD shall be modified/ simplified to the satisfaction of the Director's Representatives.

*5.9 Simulation Related Credit Requirements under BEAM Plus

1. The Consultant shall assess the possibility of implementation for ALL credits that are applicable to the project under BEAM Plus Manuals to achieve required target rating. Standard credits to target should refer to the table below. The Consultant shall identify and justify with reason not obtaining any of the standard credits (e.g. not applicability, site constraint, etc). The Consultant shall also ensure all prerequisites are fulfilled.

IDCM	SS	MW	EU	WU	HWB
4	1a	P1	1		9a
	4	10	2		11
	6a		3		
	8c, d				
	9				
	10b				

For *EU 1 - Low Carbon Passive Design* credit, the Consultant/Contractor shall consider either prescriptive or performance path. For *EU 2 – Reduction of CO2 Emission* credit, the Consultant shall consider performance path.

2. The Consultant shall conduct all necessary building simulations and analyses, including but not limited to the following essential items, in order to satisfy the BEAM Plus requirements for the following credits:-

BEAM Plus credit(s)	Building Simulations / Analyses
IDCM 4	Life Cycle Costing Analysis
SS 1a	Accessibility Index Analysis
SS 4	Neighbourhood Daylight Access Simulation
SS 6a	Exterior Lighting Pollution Simulation
SS 8c	Air Ventilation Assessment (Annual and Summer Condition)
SS 8d	Intra Urban Heat Island Study
SS 9	CFD Simulation on Intermediate Neighbourhood Wind Environment
SS 10b	Outdoor Thermal Comfort Simulation
MW 10	Life Cycle Assessment
MW P1	Calculation on estimated quantities of expected waste stream and adequacy of the space requirement of waste handling facilities
EU 1	Solar Energy Simulation for Built Form and Orientation Façade Irradiation Simulation Solar Irradiation Simulation for Shading Design Wind Simulation for Natural Ventilation Daylight Simulation to Calculate spatial Daylight Autonomy
EU 2	Energy Modelling Simulation
EU 3	Energy Modelling Simulation
HWB 9a	Thermal Comfort Simulation in Normally Occupied Spaces
HWB11	Daylight Study

The Consultant is required to conduct all necessary studies to satisfy the requirements for the potential credits and/or bonus credits in order to achieve the required overall grade in BEAM Plus for the project.

The Consultant is required to arrange workshop / meeting to explain the methodology of parameters' setting and simulation / analysed results of all the potential credits and/or bonus credits listed above.

Consent from the Supervising Officer's Representative (S.O.R) shall be sought for the final decision regarding which credits and/or bonus credits to aim at in obtaining the required overall grade. If the chosen credits require more studies and building simulations, the Consultant shall allow and has to carry out all necessary studies, analyses, building simulations, data collection, assessment, etc. as required.

The Consultant shall submit the simulation files, as well as any associated supporting files/ documents, of the BEAM Plus credits in the above table upon the completion of Provisional/ Final Assessment or as when required by the Employer.

**Delete if inappropriate*

6. Services to be provided by the Consultant

- 6.1 *In order to enable the Consultant to quote a lump sum fee, the Brief should state the maximum number of external meetings the Consultant will be expected to attend with regard to the stakeholders of the project e.g. District Councils, Rural Committees, etc. Alternatively, the Brief should quote a maximum number of man-hours to be spent on external meetings. Additional attendance at meetings beyond that stated in the Brief should then be paid for on a time-charge basis.*

Provide input and support including the materials for the following meetings:

1. Bureaux/departments/future operators/user meetings, Legislative Council's (LegCo) & District Council's (DC) meetings, statutory committee/neighbourhood's organisations/charity groups/utility companies/interested parties/public consultation meetings, etc.
- 6.2 *Specify the consent from the Director's Representative on the design concept and other key design aspects for each Work stage which the Consultant must obtain before proceeding to the next Work stage.*
- 6.3 *Specify the Consultant's responsibilities in all Work stages including the Supervising Officer and the Supervising Officer's Representatives on both Construction Safety & Health and Environmental Protection explicitly to cover those duties as stipulated in the Construction Site Safety Manual promulgated under the latest DEVB TC(W). The Consultant's responsibilities on Construction Safety shall include but not limited to the following: -*
- (a) To secure the commitment of their staff in ensuring safety and health on site.

Workstage 1 to 3

- (b) To give proper consideration during the planning and design stages of the projects to avoid undue safety problems and minimize safety risks during construction and subsequent operation, inspection and maintenance activities. To identify temporary works that the contractor shall be required to provide for independent checking of the temporary works in accordance with ArchSD OI No. 36/2009 TC.

Workstage 4

- (c) To incorporate adequate provisions on construction site safety in the works contracts, requiring contractors to prepare, implement and monitor safety plans where applicable.
- (d) To select contractors who give proper consideration to construction safety to carry out the works.
- (e) To assign competent site staff to administer safety provisions in the works contracts, including monitoring of the implementation of the measures stipulated in safety plans.

Workstage 5

- (f) To comment on the Contractor's construction method statements with due consideration on construction safety and to conduct checking for their proper implementation on site.
- (g) To establish and implement a supervision system to ensure the safe erection, use, alteration and dismantling of temporary works.
- (h) To monitor the contractors' safety performance; high level management to take urgent actions to rectify the situation should there be major construction safety problems.
- (i) To compile site accident statistics and report the contractors' construction site safety performance.
- (j) To organise Site Safety Management Committee meetings where applicable.
- (k) To organise and participate in safety promotional activities.
- (l) To carry out site safety inspections and joint site safety inspections with contractors.
- (m) To ensure that contractors take prompt remedial actions to rectify any defects identified during site inspections or in Inspection Reports, Improvement Notices or Suspension Notices issued by Labour Department or Marine Department.
- (n) To step up monitoring measures in the works contract which triggered early warning system to ArchSD OI No. 4/2008.
- (o) To prepare accident reports for serious and fatal accidents, and to consider and implement measures to prevent recurrence.

In addition, the Consultant shall be required to perform site safety administration related tasks in different stages of a project, including but not limited to those listed in the Project Site Safety Administration Checklist in Annex 6 to this Brief

The Consultant shall also be required to monitor the submission of Request for Inspection (RFI) as stipulated in the ArchSD OI No. 04/2007.

- 6.4 The Consultant shall nominate a person for carrying out the duties of the Supervising Officer under the terms of the Works Contract. Such person shall be a core personnel of the project team holding a partner or directorate post in the firm and have a minimum of ten years' post professional qualification experience in relevant projects.
- 6.5 The Consultant shall deploy the following persons to be responsible for the performance of the relevant part of the Services as if the Buildings Ordinance is applicable to the Contract Works and the preparation and submission of building proposals and documents as required to the Statutory Compliance Checking Unit (SCCU) and Structural Checking Unit (SCU) of the Architectural Services Department (ArchSD) and the other relevant government departments for their comments:
 - (a) a person who is in the principal / director level of the architectural consultant and is on the list of architects in the Authorized Persons' Register kept under the Buildings Ordinance, and where applicable,
 - (b) a person who is at the principal / director level of the structural consultant and is included in the Structural Engineers' Register kept under the Buildings Ordinance.

The role and responsibility of architectural consultant / lead consultant in the drainage submission to SCCU for projects of which the Plumbing and Drainage Installation is handled by the building services consultant should be specified to cover the duties as stipulated in the ArchSD OI No. 07/2003

- 6.6 The said Authorised Person and Registered Structural Engineer shall ensure that the design and supervision requirements and the administrative procedures set out under the Buildings Ordinance and the subsidiary legislation made thereunder and any amendments thereto are complied with in the design and construction of the Contract Works as if the Buildings Ordinance were applicable to the Contract Works.
- 6.7 The Consultant shall be required to provide attendance and any other necessary assistance for the Director's Representative to carry out any types of audit and inspection either in his office or on site at any time in accordance with the procedures listed in the Schedule of General Instructions in Annex 1 to this Brief or by the Director's Representative.
- 6.8 The Consultant shall collaborate with the sub-consultants and other consultants in the provision of services as detailed in the Brief for various Work stages and other deliverables necessary for the completion of the assignment.
- 6.9 The Consultant shall be required to prepare and submit plans, drawings, calculations and other documents etc. as required by the Director's Representative for approval or checking.
- 6.10 Upon completion of Work stage 3, the Consultant is required to prepare a Quality Site Supervision Plan in accordance with clause 6.17(c)(xiv) and their own quality management system. The Quality Site Supervision Plan and its execution shall be subject to Employer's technical audits. The Consultant shall also review the Quality Site Supervision Plan with the site staff during the construction stage. The coordination, preparation, and provision of all necessary drawings and information for assisting the Employer to process the Excavation Permit according to the requirements of the latest LMPO, conditions in the excavation permits, ASDOI No. 5/2004 of ArchSD and all relevant DEVB TC(W)s at different works stages shall be included in the Quality Site Supervision Plan.
- 6.11 The Consultant shall undertake checking to confirm full compliance with all applicable Ordinances, Regulations and ArchSD requirements and any other checking as required under the Brief.
- 6.12 The Consultant shall submit to the Director's Representative a written statement to confirm the full compliance with all applicable Ordinances, Regulations, ArchSD requirements and any other requirements as specified under the Brief. Should there be any non-complying items, the Consultant shall recommend proposals on whether compliance or otherwise of such items for the consideration of the Director's Representative.
- 6.13 *The Consultant should allow adequate time for the checking and acceptance of plans by the in-house checking units and the other authorities / government departments. The SCCU would target to complete the checking of a submission for non-complicated projects within 28 days. For complicated projects or projects involving applications for "non-standard" exemptions / modifications of Buildings Ordinance and Building Regulations, the SCCU would target to complete the checking process within 2 months.*
- 6.14 The Consultant shall be required to directly approach and coordinate all relevant authorities and government departments, such as FSD, DSD, WSD, EMSD, EPD, PlanD, TD, HyD, DLO and CEDD etc. in order to obtain their comments, approvals or permits for the building proposals and the related building works.
- 6.15 The Consultant shall directly approach and coordinate all concerned utility companies in order to obtain their consents and requirements on connection / provision of utility services for the building proposed and necessary works for diversion of existing services.

6.16 Specify inputs of all disciplines including sub-consultants' under individual headings at various Work stages, e.g.

- (a) Architectural
- (b) Building Surveying
- (c) Building Services
- (d) Structural Engineering
- (e) Geotechnical Engineering
- (f) Landscape Architectural
- (g) Others

(The project team shall refer to the latest instructions / circulars / manuals issued by individual disciplines.)

6.17 The Consultant is required to provide the following services for the corresponding Works stages.

(a) Work stage 1 - Inception/Feasibility, Brief Development

Describe all the activities and procedures the Consultant is required to carry out during this Work stage in producing the Deliverables described in Section 5. The following sample clauses provide an indication of the sort of activities and procedures that may be required. However, for each particular assignment the wording of the clauses shall be expanded and, where necessary, further clauses shall be added, to describe exactly in as much detail as possible what is required.

On receipt of an initial statement of requirements, budget and site details (if any), make preliminary calculations of development potential as allowed by statutory regulations. Advise on possible options and outline courses of action. Develop/determine the client department's brief requirements in sufficient detail for subsequent stages to begin. The green building strategies and initiatives will be adopted in the design for meeting the target-based green performance framework as per ArchSD OI No. 04/2009 – Green Government Buildings.

(b) Work stage 2 - Outline Proposals & Sketch Plan

Describe all the activities and procedures the Consultant is required to carry out during this Work stage in producing the Deliverables described in Section 5. However, for each particular assignment the wording of the clauses shall be expanded and, where necessary, further clauses shall be added, to describe exactly in as much detail as possible what is required.

Specify whether the Consultant is to carry out a review of the Feasibility Study Report and the client department's brief completed in Work stage 1 and define clearly the desired scope of the review. A suggested clause is -

Review the *Feasibility Study Report* of the Project and the findings, conclusions and recommendations of the final report of the study (*identify clearly which report is to be the subject of the review*). The review shall focus on the following aspects (*specify exactly the scope of the review, including the extent of checking of any factual information such as soil surveys or other surveys, factual investigations or utility mapping*).

- (i) Analyse client department's requirements. Prepare, describe and illustrate outline proposals, including an approximation of cost.
- (ii) Prepare, describe and illustrate outline proposals and sketch plans as may be required for the purpose of or in connection with the Assignment.
- (iii) Submit and present the Sketch Design Report which shall incorporate PQDVC's comments before obtaining approval from the Employer.
- (iv) The green building strategies and initiatives will be adopted in the design for meeting the target-based green performance framework as per ArchSD OI No. 04/2009 – Green Government Buildings.

- (v) Provide input and support on project related tasks including:
1. handling publicity & promotion events, public enquiries & complaints
 2. coordinating with future operators/users and neighbouring owners/representatives on project related matters
 3. assisting Employer and client bureaux/departments in finalising the Engineering Conditions (EC), Schedule of Accommodation (SoA), user layouts, Furniture & Equipment Items (F&E) and project scope
 4. complying with government's latest initiatives, standards and requirements and where required to make proposals such as innovative design for enhancing construction productivity, smart asset management/operation/maintenance, Design for Manufacture and Assembly (DfMA) / Modular Integrated Construction (MiC), etc.

Organise and participate in value management studies for the assignment according to ASDOI No. 9/2002.

The Consultant shall recommend a strategy for site supervision. The Consultant could be instructed to carry out this in conjunction with the recommendation on the construction staging and packaging of works contract, and the tendering strategy for letting out the works contract(s).

(c) Work stage 3 - Detail Design

Describe all the activities and procedures the Consultant is required to carry out during this Work stage in producing the Deliverables described in Section 5. The following sample clauses provide an indication of the sort of activities and procedures that may be required. However, for each particular assignment the wording of the clauses shall be expanded and, where necessary, further clauses shall be added, to describe exactly and in as much detail as possible what is required.

- (i) Prepare detailed designs, specifications for works, drawings, dimensions, sections, plans with such design data, calculations and other Information as may be required for the purpose of or in connection with the Assignment.
- (ii) Prepare and submit services co-ordination design drawings which shall demonstrate that the designs of the services installations and the building structure are fully co-ordinated and integrated for obtaining the approval by the Director's Representative.
- (iii) Obtain information from suppliers, if any, and take all necessary steps to obtain from them all details necessary for the timely completion of the Assignment.
- (iv) Prepare and submit list of materials and equipment selected having less than 3 probable offers.
- (v) Liaise with relevant bodies and assist with negotiations for any reprovisioning works that may be required.
- (vi) Identify all facilities and installations affected by the Assignment.
- (vii) Determine the extent of further ground investigations and surveys and further studies required to carry out the detailed design of the Assignment.
- (viii) Prepare all necessary documentation and reports on ground investigation and survey data together with interpretation of results.
- (ix) Prepare detailed designs for environmental mitigation measures.
- (x) Prepare detailed proposals as required by the Heritage Impact Assessment (HIA)
- (xi) Prepare estimates of the cost of the Assignment (*Specify the level of detail wanted and the requirements for updating*).

- (xii) Prepare papers and briefing notes which will be required for consultation or communication with community groups e.g. District Council, Rural Committees and other public organisations.
- (xiii) Submit and present the Detail Design Report which shall incorporate PQDVC's comments and set out the standards governing the design of the works for obtaining the approval by the Employer.
- (xiv) Submit a Quality Site Supervision Plan, which shall include, but not limited to, the following details :
 - i. A detailed site supervision arrangement covering supervision of construction works within and outside the normal working hours of the RSS, as well as in the site(s) and other working area(s) outside the Site;
 - ii. A list of critical construction activities, stages of works, built components/modules, structural elements, etc. that require special attention together with the associated supervision requirements for such items, where appropriate the level of supervision and the rank of staff who should perform the supervision of such items and/or sign the Request for Inspection Form (or a purposely made inspection form for a particular activity or test);
 - iii. If necessary, the Consultant shall also specify for any critical construction activities, stages of works, built components/modules, structural elements and particular aspects or details that should be noted by the inspection officer on the Request for Inspection Form for future reference;
 - iv. A guideline on the details of inspection to be recorded for specialist works or critical elements;
 - v. Methods of site supervision including application of advanced technologies, contractors' self-certification mechanism, and/or other suitable means with a view to (i) achieving effectiveness and efficiency of site supervision and (ii) enhancing site safety. Where advanced technologies are suggested, details of proposed systems/devices, workflow/procedures, operational principles, application areas, procurement methods, etc. shall be provided. For contractors' self-certification mechanism, the proposal shall include application areas, workflow/procedures, certified personnel and documentation requirements, site audit/spot checks by RSS (if required), etc.
 - vi. Staff deployment strategy including evaluation of suitable RSS ranks to be deployed, efficiency of composition and post setting of site supervision team, applicability of shared use of RSS for multi-sites or multi-contracts cases, engagement of specialist sub-consultants for undertaking suitable site duties, and/or other suitable means with a view to attaining a reasonable size of site supervision team taking into account the current manpower situation in the market;
 - vii. A list of temporary works that the contractor shall be required to provide for independent checking of the temporary works in accordance with ArchSD OI No. 36/2009 TC.
 - viii. In case it is envisaged that construction or fabrication works will be carried out outside Hong Kong, the Consultant shall formulate supervision requirements and inspection arrangement for such works.

(Guidance Note: The cost of inspection visits conducted outside Hong Kong by RSS shall be included in the lump sum fee.)

(xv) Provide input and support on project related tasks including:

1. handling publicity & promotion events, public enquiries & complaints
2. coordinating with future operators/users and neighbouring owners/representatives on project related matters
3. assisting Employer and client bureaux/departments in finalising the Engineering Conditions (EC), Schedule of Accommodation (SoA), user layouts, Furniture & Equipment Items (F&E) and project scope
4. complying with government's latest initiatives, standards and requirements and where required to make proposals such as innovative design for enhancing construction productivity, smart asset management/operation/maintenance, Design for Manufacture and Assembly (DfMA) / Modular Integrated Construction (MiC), etc.

Identify the documents the Consultant must take cognizance of during the Assignment.

Identify other studies or projects which the Consultant must take cognizance of during the Assignment.

Identify the bodies, departments, organisations and public utilities and persons with which the Consultant must consult, liaise and coordinate. Indicate the role or purpose of the consultation, liaison or coordination. Refer to the requirements of Clause 19 of the General Condition of Employment.

Identify any regulations or ordinances of which it is particularly important that the Consultant take cognizance.

(xv) Provide the necessary information and additional cost on the environmental friendly and energy conservation measures of the project in PWSC papers. Such information is in line with the Government policies and ArchSD design practices.

*(xvi) The Consultant shall prepare and submit Buildability Evaluation System (BES) Assessment for Workstage 3 to PQDVC for vetting. The submission shall include the completed Assessment Templates for the BES modules and required supporting documents.

** Delete if inappropriate*

(d) Work stage 4 - Documentation/Tendering

Describe all the activities and procedures the Consultant is required to carry out during this Work stage in producing the Deliverables described in Section 5, and services to be provided by the Consultant to enable the Employer to invite tenders including any prequalification exercises if required or to otherwise place orders for the works. The following sample clauses provide an indication of the sort of activities and procedures that may be required. However, for each particular assignment the wording of the clauses shall be expanded and, where necessary, further clauses shall be added, to describe exactly in as much detail as possible what is required.

(i) Complete the detailed design, drawings and Specifications in accordance with the standards stated in Section 10 of the Brief.

Specify the requirement to adopt standard Government documents in the contract preparation and spell out the actions required from the Consultant for any departure from the standard. A standard clause is suggested as follows :

- (ii) The General Conditions of Contract shall remain unaltered. Any necessary amendments required shall be by means of Special Conditions of Contract authorised in writing by the Director's Representative.

Prepare and submit list of materials and equipment selected having less than 3 probable offers.

Specify the Consultant's involvement and input required in the finalisation of land requirements for the Assignment and define the role of the Employer in the acquisition and clearance of land.

Specify the information required from the Consultant such as estimates and programmes, to enable the Director's Representative to obtain authority to proceed with the works.

Specify the action required of the Consultant regarding the ordering and purchasing of materials, plant, etc. necessary for the construction of the works but not supplied under the contracts for the works.

Specify any particular involvement of the Consultant in the calling of tenders for the works and, if applicable, in the prequalification process.

Specify the involvement of the Consultant in the assessment of tenders and, if applicable, in the prequalification process and his input in the making of tender recommendations.

If alternative tenders are to be called the Consultant's involvement in assessing the alternative tenders should be stated. It should be made clear that assessment includes the assessment of any non-conforming tenders necessary to arrive at a tender recommendation.

- (iii) Organise and undertake the debriefing exercise for unsuccessful tenderers of Works Contracts according to Technical Reference No. 15 at **Appendix 36**.
- (iv) Coordinate, prepare, and provide all necessary drawings and information to assist the Employer to process the Excavation Permit according to the requirements of the latest LMPO, conditions in the excavation permits, ASDOI No. 5/2004 of ArchSD and all relevant DEVB TC(W)s.
- (v) Coordinate, prepare, and provide all necessary drawings and information to assist the Employer to complete the tender invitation process including the issue of tender addendum and answering tender queries.
- (vi) Alternative Design(s)
- (1) If alternative design(s) is/are invited from the tenderers in accordance with the requirements stipulated in Development Bureau Technical Circular (Works) No. 3/2014 or its latest version or replacement, and alternative tender(s) incorporating the tenderer's/tenderers' alternative design(s) is/are received, the Director's Representative may issue instructions to the Consultant to examine and assess the alternative tender(s) and make recommendations to the Employer for consideration and the Consultants shall examine and assess the alternative tender(s) and make recommendations to the Employer for consideration as instructed by the Director's Representative.
- (2) The examination and assessment of alternative tender(s) and the provision of recommendations by the Consultant as instructed by the Director's Representative in accordance with sub-clause (1) above shall be taken as additional Services in accordance with Clause 33 of the General Conditions of Employment.
- (vii) Where advanced technologies are adopted for site supervision and/or site safety management, the Consultant shall prepare the relevant contract provisions for incorporation in the tender documents to enable such applications to be implemented during the construction stage. The Consultant is reminded to include the relevant items in the pricing documents for payment of such applications separately.

- (viii) Where contractors' self-certification mechanism is applied to site supervision, the Consultant shall prepare the relevant contract provisions for incorporation in the tender documents, including certified personnel and documentation requirements.

(e) Work stage 5 - Construction Supervision

Describe all the activities and procedures the Consultant is required to carry out during this Work stage in producing the Deliverables described in Section 5. The following sample clauses provide an indication of the sort of activities and procedures that may be required. The clauses may be suitable as shown but should if necessary be expanded and other clauses added, to describe exactly and in as much detail as possible what is required for the particular assignment.

- (i) Prepare and provide contract documents for signature and record purposes.
- (ii) Carry out the duties of the Supervising Officer under the terms of the Works Contracts for the construction, completion, maintenance and supply of the Contract Works which shall be deemed to include the coordinating of works carried out by public utility companies and other government departments, bodies or persons for or in connection with or necessitated by the Assignment.
- (iii) Conduct briefing sessions to the Contractor and sub-contractors at the commencement of the Works.
- (iv) The Consultant shall provide training and refresher courses, including (details shall be included by the project team to suit the project need) to the site staff, the Consultant shall also identify special training requirement regarding the supervision of critical construction activities and critical structural elements and provide the necessary training to the site staff;

At the commencement of works, review the Quality Site Supervision Plan (QSSP) (against the activities described by the Contractor in his Quality Plan prior to the execution of works if the contractor is required to submit it under the contract), and conduct regular reviews of the QSSP with site staff subsequently, including the application of advanced technologies and contractor's self-certification mechanism, and as the need arises, and make necessary updating and modification in order to suit the actual circumstances (*this may be carried out in conjunction with the review of the resident site staff manual giving details on authorities, duties, responsibilities and contract management and works supervision procedures for the guidance of all grades of the site establishment, if there are such requirements/practice in the departments*), and the Consultant shall report in the monthly progress report the status of implementing the QSSP and any major modifications to it as a result of a review. The Consultant shall submit a revised QSSP to the DR if there is a major revision and as requested by the DR.

(v) Excavation Permits

- i.# The Consultant shall nominate a professional acceptable to the Employer to be named as the contact person of the Employer in applications for excavation permits and, where applicable, emergency excavation permits pursuant to the requirements of the Land (Miscellaneous Provisions) Ordinance, Cap 28.
- ii.# (1) The Consultant shall carry out all duties imposed upon the Employer under the Land (Miscellaneous Provisions) Ordinance, Cap 28 or under the conditions of the excavation permits and, where applicable, emergency excavation permits in so far as such duties have not been imposed only on the Contractor under the Ordinance or under the Contract.

- (2) Notwithstanding Sub-clause (1) above, the Consultant shall not be liable to the Employer in respect of obligations stipulated under the following conditions of the excavation permits and, where applicable, emergency excavation permits:
- a. the condition stipulated in the excavation permits and, where applicable, the emergency excavation permits relating to the obligation and liability of the Permittee to indemnify the Government against all losses and claims for injury or damage to any person or property, nuisance, disruption or interference whatsoever which may arise out of or in consequence of the work of the Permittee, and against all claims, demands, proceedings, damages, costs, charges or expenses whatsoever in respect thereof or in relation thereto, and
 - b. the condition stipulated in the excavation permits and, where applicable, emergency excavation permits relating to the obligation and liability of the Permittee to make good or pay for any works as a result of or in consequence of the work of the Permittee.
- (3) Sub-clause (2) above is without prejudice to Clause 22 of the General Conditions of Employment.
- iii.# (1) The Consultant shall ensure that the Contractor complies with the permit conditions imposed by the Authority under the Land (Miscellaneous Provisions) Ordinance, Cap 28, including those conditions stipulated in the excavation permits and, where applicable, emergency excavation permits to be observed by the Nominated Permittee or by both the Permittee and the Nominated Permittee and those stipulated in the excavation permits and, where applicable, emergency excavation permits to be observed by the Permittee but which the Contractor is required to comply with under the Contract.
- (2) In respect of permit conditions which are stipulated in the excavation permits and, where applicable, emergency excavation permits to be complied with by the Permittee but which are required to be complied with by the Contractor under the Contract, if notwithstanding (1) above the Contractor has failed to comply with these conditions, the Consultant shall take such actions so as to ensure that these conditions are complied with by the Employer in his capacity as the Permittee irrespective of whether these actions are required to be carried out by the Contractor under the Contract.
- iv.# Clause 6.17(e)(v)i to clause 6.17(e)(v)iii above shall apply only with respect to excavation in streets maintained by the Highways Department that requires excavation permits and, where applicable, emergency excavation permits under the Ordinance for execution of the Works.
- v. The Consultant shall coordinate, prepare and submit all necessary drawings and information for the Employer to apply for the Excavation Permit. The Consultant shall administer the Excavation Permit by carrying out all the associated monitoring and supervision as required of the Permittee under http://asdiis/consultant_web/excavation_permit/excavation%20in%20streets.htm, the latest LMPO, ASDOI No. 5/2004 of ArchSD, conditions of the Excavation Permits and all relevant DEVB TC(W)s. In this respect, the Consultant shall:
- (1)# engage a competent person */ensure that a competent person is engaged to supervise the excavation works on behalf of the Employer, maintain a documented system for supervising the excavation works and maintain a documented system to ensure that the Contractor complies with his duties in relation to excavation works. The attention of the Consultant is drawn to section 10T(5) and (6) of the Land (Miscellaneous Provisions) Ordinance, Cap 28.;

(Note:

(a) The Clauses marked with # above may be changed to suit individual assignment brief.

(b) * *delete as appropriate, depending on whether the competent person is intended to be engaged by the Consultant or the Employer direct.*)

(2) notify the Director's Representative **on time** for application / extension / reinstatement of Excavation Permit according to the project programme ;

(3) coordinate information from the contractor and other utility undertakings for the application / extension / reinstatement using the Excavation Permit Management System (XPMS), operate the XPMS and other issues.

- (vi) Supervise and direct the execution of the Contract Works rendered under the Works Contracts including the appointment and control of the Supervising Officer's Representative and resident site staff as may be approved by the Director's Representative.
- (vii) Make such periodic visits to the site as the Consultant considers necessary to ensure the progress and quality of the Contract Works and to determine if the works are proceeding in accordance with the Works Contract.
- (viii) If it is considered by the Consultant that the design requires the supervision and/or testing of the Contract Works off-site, the Consultant shall obtain the approval of the Director's Representative and make such provisions in the Project Estimate. The Consultant shall then be reimbursed in accordance with Clause 5 – Payment for additional Services in the Schedule of Fee.

(Note: The following sub-clause (ix) shall be included if employment of an IIA is considered necessary to carry out inspection of structural steelwork outside Hong Kong. Employment of an IIA may not be required for projects involving minor steel structures e.g. open space projects, where the fabrication process outside Hong Kong mainly involves only cutting of steel sections and/or hot-dip galvanization whilst most part of the fabrication process e.g. welding, T-wash, painting will be carried out within Hong Kong.)

- (ix) If the Contract Works involves off-site fabrication of structural steelwork in Mainland China[#] (which may include cutting, welding and applying protection/painting system), the Structural Sub-consultant shall carry out testing and inspection of the fabrication process to ensure that the specified quality of materials and workmanship are achieved. In this regard, the Structural Sub-consultant shall also employ an Independent Inspection Agent (IIA) for structural steel works who shall be on the list of Approved Suppliers of Materials and Specialist Contractors for Public Works in the category of “Specialized Operations for Highway Structures (Class IV) – Non-destructive testing of welds” to assist the Structural Sub-consultant to conduct the testing and inspection.

The Structural Sub-consultant shall prepare for the approval of the Director's Representative a set of “Conditions and Payment of Fees for the Employment of the Independent Inspection Agent (IIA) for structural steel works” which shall detail the inspection process, frequency of testing and inspection, and the obligation and liability of the IIA in conducting the inspection, and shall estimate the fee for the employment of the IIA for the approval of the Director's Representative before the completion of Work Stage 3. The Structural Sub-consultant shall refer to S.E. Instruction No. 06/2010 “Inspection of Fabrication of Structural Steelworks outside Hong Kong” which has included, inter alia, the procurement procedures, conditions and payment of fees of the IIA. The Structural Sub-consultant shall conduct the quotation exercise from all those specialists on the above list of approved specialist contractors, unless otherwise approved by the Director's Representative, in an open and fair manner. IIA's quotations shall be returned directly to the Director's Representative in sealed envelopes by the specified time and opened together with the Structural Sub-consultant. To comply with Stores and Procurement Regulations 180 to 195, the Structural Sub-consultant is required to sign an undertaking, as per form D/QC.011 of the Project Administration Handbook.

The fee payable to the IIA shall be reimbursed by the Employer. The Structural Sub-consultant shall observe that the IIA's fee as approved by the Director's Representative is not exceeded, and shall seek the prior approval of the Director's Representative with justifications well-in-advance when there is a need to increase the fee. The Structural Sub-consultant shall coordinate the IIA's inspection schedule and monitor the works and performance of the IIA.

The Structural Sub-consultant shall check and endorse all inspection reports prepared by the IIA before submission to the Director's Representative. Moreover, they must ensure the sampling rate, acceptance standard and recommended follow-up action (if any) are in order and in compliance with works requirements. Whenever any irregularities observed or follow-up/ remedial action is recommended in the IIA's report, it is the Structural Sub-consultant's responsibility to follow up with the Contractor and to ensure that all necessary rectification works are implemented. The Structural Sub-consultant shall also carry out his own supervision and make all necessary visits to the off-site fabrication yard to ensure that the specified quality of materials and workmanship are achieved, with a minimum number of _____ *(to be inserted by project officer)* visits and at critical stages of works set out in the Quality Site Supervision Plan. However, the Consultant/Structural Sub-consultant shall not be entitled to be reimbursed for these visits.

The Structural Sub-consultant shall ensure the following requirements are included in the procurement of the IIA. The IIA and their staff are prohibited from offering, soliciting or accepting any advantages as defined in the Prevention of Bribery Ordinance, and are also cautioned against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the assigned checking and inspection works. Prior to the commencement of inspection works, each staff member in the IIA who is involved in the project (including the Quality Assurance Engineer, Welding Inspector and Painting Inspector) shall sign the Declaration Form to declare that they have no affiliation with the Contractor and the his sub-contractor(s).

(Note: #The project team should note that as off-site fabrication of steelwork is currently mainly carried out within the Pearl Delta Region, "Mainland China" is specified intending to define a clearer scope of consultant services to facilitate the consultants' preparation of fee proposal. In case that the project team is not sure if the structural steelwork will be carried out within Mainland China for a project. "Outside Hong Kong" should be specified instead to cover all different scenarios.)

(Note: The following sub-clause (x) shall be included if employment of an Independent Inspection Agent (IIA) is considered necessary to carry out full-time supervision in the factory outside Hong Kong for the production of structural precast concrete elements.)

- (x) If the Contract Works involves the production of the structural precast concrete elements outside Hong Kong, the Structural Sub-consultant shall provide supervision to ensure that the structural precast concrete works are constructed to the approved design and drawings, required standards and quality. The quality control and supervision of structural precast concrete works shall comply with requirements in accordance with those stipulated in PNAP APP-143, Code of Practice for Site Supervision 2009, Technical Memorandum for Supervision Plans 2009 issued by Buildings Department and the requirements of this Consultancy Brief.

In connection with the supervision of structural precast concrete works, the Structural Sub-consultant shall provide qualified supervision as required for Registered Structural Engineers in accordance with the requirements of PNAP APP-143, Code of Practice for Site Supervision 2009 and Technical Memorandum for Supervision Plans 2009.

Notwithstanding the requirements of PNAP APP-143, the Structural Sub-consultant shall employ an Independent Inspection Agent (IIA) for carrying out full-time supervision in the factory outside Hong Kong if the Contract Works involves major production of structural precast concrete elements. In this regard, the IIA shall be in Band 1 or 2 of the List of Consultants of AACSB - Structural Engineering Category to assist the Structural Sub-consultant in conducting the full-time supervision and inspection of the major structural precast concrete works, including but not limited to moulding/demoulding, rebar fixing, concreting, lifting, handling, testing, etc.

If the Contract Works requiring full-time supervision for major structural precast concrete works outside Hong Kong is proposed, the Structural Sub-consultant shall prepare for the approval of the Director's Representative a set of "Conditions and Payment of Fees for the Employment of the IIA for Structural Precast Concrete Works" which shall detail the requirements on quality supervision and inspection, and the obligation and liability of the IIA in conducting his/her duties, and shall estimate the fee for employment of the IIA for the approval of the Director's Representative. The Structural Sub-consultant shall conduct the quotation exercise from at least five of those firms on the above list of Consultants of AACSB, unless otherwise approved by the Director's Representative, in an open and fair manner. All IIA's quotations shall be returned directly to the Director's Representative in sealed envelopes by the specified time and opened together with the Structural Sub-consultant. To comply with the Stores and Procurement Regulations 180 to 195, the Structural Sub-consultant is required to sign an undertaking, as per form D/QC.011 of the Project Administration Handbook.

The fee payable to the IIA shall be reimbursed by the Employer. The Structural Sub-consultant shall observe and ensure that the IIA's fee as approved by the Director's Representative is not exceeded, and shall seek the prior approval of the Director's Representative with justifications well-in-advance when there is a need to increase the fee. The Structural Sub-consultant shall coordinate the IIA's inspection schedule and monitor the works and performance of the IIA.

The Structural Sub-consultant shall check and endorse all off-site supervision/inspection reports prepared by the IIA prior to submission to the Director's Representative. Moreover, they must ensure that the sampling rate, acceptance standard and recommended follow-up action (if any) are in order and in compliance with works requirements. Whenever any irregularities is observed or follow-up/ remedial action is recommended in the IIA's report, it shall be the Structural Sub-consultant's responsibility to follow up with the Contractor and to ensure that all necessary rectification works are implemented. The Structural Sub-consultant shall also carry out his own supervision and make all necessary visits to the off-site production factory to ensure that the specified quality of materials and workmanship are achieved, with a minimum number of _____ *(to be inserted by project officer)* visits and at critical stages of works set out in the Quality Site Supervision Plan. However, the Consultant/Structural Sub-consultant shall not be entitled to be reimbursed for these visits.

The Structural Sub-consultant shall ensure that the following requirements are included in the procurement of the IIA. The IIA and their staff are prohibited from offering, soliciting or accepting any advantages as defined in the Prevention of Bribery Ordinance, and are also cautioned against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the assigned checking and inspection works. Prior to the commencement of inspection works, the IIA shall sign the Declaration Form to declare that he has no affiliation with the Contractor and the sub-contractor(s).

(Note: #The project team should note that as off-site production of structural precast concrete works is currently mainly carried out within the Pearl Delta Region, "Mainland China" is specified with the intention of defining a clearer scope of consultant services to facilitate the consultants' preparation of fee proposal. In case that the project team cannot ascertain whether the structural precast concrete work will be carried out within Mainland China for a project. "Outside Hong Kong" should be specified instead to cover all different scenarios.)

- (xi) If the Contract Works involves curtain wall system, the Structural Sub-consultant shall ensure that the design, fabrication and installation of the curtain wall system by the Contractor including any cast-in anchorage, e.g. anchor plates, cast-in embeds and through bolts, etc. can achieve the required safety standard and comply with the requirements in the Contract.

The Structural Sub-consultant shall carry out site supervision of the construction of curtain wall system, including the installation of all cast-in anchorage in the parent structure to ensure the works are constructed to the approved design, required standards and quality. The Structural Sub-consultant shall also comply with the site supervision requirements for Registered Structural Engineer as stipulated in PNAP APP-16, APP-37, Code of Practice for Site Supervision 2009 and Technical Memorandum for Supervision Plans 2009 issued by Buildings Department.

Where tempered glass is used, the Structural Sub-consultant shall, as stipulated in PNAP APP-37, assign a quality control supervisor to supervise a certain number of tempered glass panes undergoing the heat soak process in the factory off-site. The Structural Sub-consultant should determine the necessary frequency of supervision, which should cover at least 30% of the tempered glass panes used in the project. The minimum qualifications and experience of the quality control supervisor are to be the same as grade T3 technically competent person (TCP) under the RSE's stream, as stipulated in the Code of Practice for Site Supervision 2009.

The Structural Sub-consultant shall check and endorse all off-site supervision/inspection reports prepared by their quality control supervisor before submission to the Director's Representative.

- (xii) Prepare all further designs, drawings, schedules, estimates and related things necessary for the completion of the Contract Works.
- (xiii) Prepare progress reports and estimates of expenditure for the Works Contracts during the progress of the Contract Works as follows (*specify requirements*).
- (xiv) Identify and immediately report to the Director's Representative for any discrepancies in the contract documents such as Drawings, Bills of Quantities, and Specifications that will give rise to additional costs during the progress of the Works Contracts.
- (xv) Ensure that all relevant requirements under the e.g. Construction Site Safety Manual, environmental control as contained in the Schedule of General Instructions in Annex 1 to this Brief are complied with.
- (xvi) Give adequate notice or as long a notice as possible up to three months to the Director's Representative of the intention to recommend issue to a contractor, a completion or taking-over certificate for the whole or part of the Contract Works under any Works Contract and upon issue of such certificate deliver to the Director's Representative such drawings, calculations and instructions as are necessary for the operation of the Contract Works.
- (xvii) If so required by the Director's Representative, report on difficulties experienced during construction and the suitability of the type of construction for similar works elsewhere in Hong Kong. (Such reports shall be paid for as additional Services.)
- (xviii) After completion of the Contract Works under any of the Works Contracts and within a period to be agreed by the Director's Representative, prepare and deliver to the Director's Representative drawings showing in full detail the Contract Works and utilities works as actually carried out together with calculations and information necessary for the maintenance of the Contract Works and submit all records and accounts relating to the Contract Works.
- (xix) Provide guidance on operation and maintenance of the Works Contract.
- (xx) Provide and update the list of outstanding and defective works.

- (xxi) Monitor progress of defects rectification and completion of outstanding/additional works, including testing and commissioning works.
- (xxii) Arrange and attend the pre-hand over and hand over inspections/audits with relevant bodies, including inspection/audits by FSD, Statutory Compliance Checking Unit (SCCU) and Structural Checking Unit (SCU) of ArchSD, users, client's departments, maintenance agents, etc.
- (xxiii) Apply for increase in Contract Sum.
- (xxiv) Prepare documents for application to increase the APE.
- (xxv) Obtain the approval of the Employer for acceptance of alternative materials and equipment from the Tender Equipment Schedule or the change in Specifications.
- (xxvi) Check the works and mitigation measures carried out for heritage conservation, if any, comply with the requirements stipulated in the Heritage Impact Assessment (HIA).
- *(xxvii) Where the Special Conditions of Contract of the Works Contract provide for ordering landslide-related emergency works under exceptional circumstances, obtain confirmation of no objection from the Employer and, in the event of an objection, act in accordance with the Employer's direction before ordering landslide-related emergency works under exceptional circumstances in accordance with relevant clause of the Special Conditions of Contract of the Works Contract.
- (xxviii) Ensure the proposed green building features as stated in Project Environmental Design Checklist and PWSC papers are properly installed and implemented in their projects.
- (xxix) Control and monitor project finance including cashflow of each financial year.
- (xxx) Coordinate with client bureaux/departments and/or future operators/users for site visits and/or on-site installation works by their contractors.
- (xxxi) Alternative Design(s)
 - (1) If alternative design(s) is/are invited from the tenderers in accordance with the requirements stipulated in Development Bureau Technical Circular (Works) No. 3/2014 or its latest version or replacement, and the alternative tender(s) incorporating the tenderer's/tenderers' alternative design(s) is/are accepted by the Employer, the Director's Representative may issue instructions to the Consultants to follow up with the contractor in finalizing the alternative design(s), including but not limited to detailed vetting and assessment of design(s) and submissions, liaison with relevant departments for comments and approval, making recommendations to the Employer, and approval of design(s) (collectively referred to as "services for the finalization of alternative design(s)").
 - (2) The services for the finalization of alternative design(s) by the Consultants as instructed by the Director's Representative in accordance with sub-clause (1) above shall be taken as additional Services in accordance with Clause 33 of the General Conditions of Employment.

(xxxii) Cost Savings Design(s)

- (1) If Cost Savings Design(s) is/are proposed by the contractor in accordance with the requirements stipulated in Development Bureau Technical Circular (Works) No. 3/2014 or its latest version or replacement, the Director's Representative may issue instructions to the Consultants to vet and assess the Cost Savings Design(s) to confirm if it is /they are compatible with the provisions of the contract specification and drawings, vet and assess the cost savings proposed by the contractor to confirm that they are reasonable and make recommendation(s) to the Employer for consideration (collectively referred to as "services for the vetting and assessment of Cost Savings Design(s)"). If the Cost Savings Design(s) is/are accepted by the Employer, the Consultants shall follow up with the contractor in finalizing the Cost Savings Design(s), including but not limited to detailed vetting and assessment of design(s) and submissions, liaison with relevant departments for comments and approval, making recommendations to the Employer and approval of design(s) (collectively referred to as "services for the finalization of Cost Savings Design(s)").
- (2) The services for the vetting and assessment of Cost Savings Design(s) and/or the services for the finalization of Cost Savings Design(s) by the Consultants as instructed by the Director's Representative in accordance with sub-clause (1) above shall be taken as additional Services in accordance with Clause 33 of the General Conditions of Employment.

* Delete as appropriate

(f) Work stage 6 - Post Hand Over Services

- (i) Carry out the duties of the Supervising Officer under the terms of the Works Contract.
- (ii) Provide information necessary for the preparation of final account.
- (iii) Provide and update the list of outstanding and defective works and arrange inspections.
- (iv) Monitor progress of defects rectification and completion of outstanding/additional works.
- (v) Arrange final inspections with relevant bodies.
- (vi) Give adequate notice or as long a notice as possible up to three months to the Director's Representative of the intention to recommend issue to a Contractor a Maintenance Certificate for the whole of the Contract Works under any Works Contract.
- (vii) Arrange handover of spare parts / materials and as-built records including drawings, manuals, warranties and certificates to the maintenance agent.
- (viii) Follow the finalisation procedures laid down in Local Manual No. 1 to 5, Site Administration Handbook and Part 2.5 of the Core Manual of ArchSD in finalising the project.
- (ix) Provide a suggested list of post contract improvement and additional works.
- (x) Prepare and submit to the Director's Representative HKIA Annual Award submission materials no later than three months after practical completion of the construction contract of the project or when directed by the Director's Representative. Submission materials shall include photos and drawings of the project, graphics and art works in accordance with the requirements and format stipulated from time to time by HKIA. (This is optional for PD/PMs to consider)
- (xi) Provide analysis of the green performance of the projects so as to ascertain whether the green performance framework as set out is met, and if required, carry out necessary improvement works to ensure that the original target is met.

- (xiv) Provide advice about the energy performance of the building and information of the relevant benchmark in achieving the greenhouse gas reduction targets.
 - (xv) Liaise with the client department to conduct IAQ inspections as per ArchSD OI No. 02/2009 and carry out necessary improvement works if required to meet the target. Assist the client department to register the IAQ certificate with the IAQ Information Centre.
 - (xvi) Provide information on energy performance and render necessary assistance to the client department in conducting a carbon audit and report the findings in the annual Environmental Performance Reports before end of the maintenance period.
 - (xvii) Not used.
 - (xviii) Coordinate with client bureaux/departments on improvement works and provide all drawings and documents and works supervision for handover to client.
 - (xix) Control and monitor project finance including cashflow of each financial year.
- 6.18 The Consultant shall undertake the assignment to develop an environmentally friendly design and facilitate green procurement* practices, making reference to the Project Environmental Design Checklist.
- 6.19 The Consultant shall in the process of delivering the services practise green procurement* including but not limited to subscribing to electronic document management system for document exchange to reduce the use of paper; using softcopy for submissions instead of hardcopy as far as possible; using recycled paper, if hard copy must be used; and setting up effective communication protocol at the beginning of the project to reduce the number of c.c. copies required.
- * Green Procurement should be considered alongside quality, fitness for purpose and cost at all stages of a project from sketch design, selection of building materials, construction, packaging and delivery of plants and materials, operation and maintenance of the project to decommissioning and demolition.
- 6.20 For ArchSD projects, the Consultant should use and maintain the site record book for recording drawings systematically throughout the entire construction period according to the guidelines and procedures as prescribed in Annex I.3.A.2 of Site Administration Handbook (Volume I) issued by ArchSD.

***6.21 Particular Services on Adoption of BIM Technology**

(The details of the following sub-clauses shall be inserted by the project team refer to the latest instructions / circulars / manuals / guidelines issued by the procuring departments.)

- (a) BIM Execution Plan (BEP)
- (b) BIM Collaboration Methodology and Workflow
- (c) Common Data Environment (CDE)
- (d) 3D Coordination
- (e) Phase Planning (4D modelling)
- * (f) Virtual Reality (VR) application
- * (g) Cave Automatic Virtual Environment (CAVE) application
- (g) *COBie/Asset Information Requirements
- (h) Ownership and Design Liability of Design Models
- (i) Services in Tendering and Construction Stages
- (j) BIM Audit
- (k) Cost Estimation (Financial Model)
- (l) BIM Training

* Delete / amend if inappropriate

7. Programme of Implementation

Specify the date for commencement of the Agreement. The following clause is mandatory for Lump Sum fee submissions.

7.1 The due date for commencement of the Agreement is .

Specify the required timetable for the various Work stages of the Assignment, indicating key dates and targets. Describe what is required in the Programme under Clause 26 of the General Conditions of Employment. The following sample clauses, amended to suit the Assignment, shall also be included.

- 7.2 *In order to enable the Consultant to properly estimate a Lump Sum for inclusion in their fee proposal, and to make the submissions comparable, it is necessary that key dates are identified in the Brief to the Consultant. The key dates should be those dates the alteration of which will cause large changes in the Consultant's resources input. Although precise information of the key dates may not be available to the writer of the Brief, he shall nevertheless insert the key dates based on his best estimation of events. After award of the Assignment, the key dates may be changed, upon proposal from the Consultant and agreement by the Director's Representative pursuant to Clause 26(1) of the General Conditions of Employment. It is also possible that these key dates may have to be altered during the course of the Assignment as things develop which may, or may not, depending on the circumstances, result in the need to negotiate with the Consultant for additional fees.*
- 7.3 *Specify the required time table for the various phases of the Assignment, giving key dates and targets. Describe what is required in the Programme under Clause 26 of the General Conditions of Employment. The period specified for the submission of and response to the draft programme should be kept as short as practicable. The following sample clause, amended to suit the Assignment, shall be included:*

- 7.4 Pursuant to Clause 26(2) of the General Conditions of Employment, the Consultant shall submit the draft programme and revised draft programme and the Director's Representative shall agree, or instruct, within the following periods:
- (a) Submission of the draft programme: Within 4 weeks of the due date for commencement of the Agreement
 - (b) Agreement of the draft programme: Within 4 weeks from receipt of or instruction for submission of the revised draft programme
 - (c) Submission of revised draft programme: Within 2 weeks from the instruction of the Director's Representative
- 7.5 The draft programme and revised draft programme shall detail the activities to be carried out, target dates for particular tasks and any decision dates that may be required for the uninterrupted progress of the Assignment. The Consultant shall discuss with the Director's Representative during the above periods to agree the timing of submission of reports, other documents and plans for each of the main elements of the Assignment, for inclusion in the draft programme and revised draft programme.
- 7.6 The key dates referred to in Section 7 of this Brief shall include but not be limited to:
- (a) The date of submission and approval of the Feasibility Study Report, Sketch Design Report and Outline Proposals, and reports, under Section 5 of this Brief;
 - (b) The dates of submission and approval of plans, drawings, calculations and other documents to the Director's Representative as required under Section 6 of this Brief;
 - (c) The dates of submission of the contract documents sufficient for tendering of the Works Contracts;
 - (d) The dates of return of tenders for the Works Contracts;
 - (e) The dates of commencement of the Works Contracts
 - (f) The dates of substantial completion of the Works Contracts;
 - (g) The dates for the finalisation of the accounts of the Works Contracts
- 7.7 *The key dates shall be determined through the Brief writer's best estimation of events, including any possible extensions of time of works contracts. Where an ambiguity may arise as to the meaning of any key date included in this section, that key date should be clearly defined in the Brief to avoid ambiguity.*

8. Progress Reports

The Consultant shall submit to the Director's Representative progress reports at _____ intervals on all aspects of the Services relating it to the Programme referred to in Section 7 of this Brief. The reports shall include a list of those parts of the Services the execution of which are behind the Programme together with proposals to expedite progress, so as to complete the Services on time. The reports shall also include updated expenditure forecasts in accordance with Section 9 of this Brief.

9. Financial Management

- 9.1 *Specify the involvement of the Consultant in reporting on current and forecast expenditure, and the monitoring of the expenditure on any Works Contracts and the possibility of the approved contract sum being exceeded.*

The clauses may be suitable as shown but should if necessary be altered to describe what is actually required for the particular assignment.

- 9.2 At _____ intervals or at such other intervals as the Director's Representative may require, the Consultant shall submit a report on the current and the forecast expenditure on the various elements of the Project and the fees due to the Consultant, in a form to be agreed by the Director's Representative.
- 9.3 The Consultant shall closely monitor progress and expenditure on any Works Contracts and be alert to the possibility of the approved contract sum being exceeded. He shall advise the Director's Representative immediately if there is any likelihood of the approved contract sum being exceeded. To ensure sufficient time to obtain the necessary authorities and make funds available, the Consultant shall give the Director's Representative at least four months' notice in writing of the need to increase the approved contract sum to meet contractual payments and shall provide the supporting information, except that if the need cannot be foreseen so far ahead, then the Consultant shall give as much notice as is possible in the circumstances. The following information shall be provided :
- (a) Full details of the proposed net increase broken down into the following categories :
 - (i) price fluctuation payment under the contract. An arithmetical derivation based on the projected percentage and the estimated final effective value of work done is required;
 - (ii) additional works and savings arising from the bills of quantities items and variation orders. Reasons shall be given for increases and decreases in the earlier estimates, and
 - (iii) claims from the contractors. These shall be the Consultant's estimates of the amounts which will be certified for payment.
 - (b) An assessment of increase in consultancy fees and site staff costs if the contract period is likely to be extended or additional site staff are required, and
 - (c) A revised projected monthly cash flow pattern of contract payments, consultancy fees and site staff costs.

10. Standards and Specifications

10.1 *Specify inputs of all disciplines including sub-consultants' under individual headings, e.g.*

(a) Architectural

(b) Building Surveying

(c) Building Services

(d) Structural Engineering

(e) Geotechnical Engineering

(f) Landscape Architectural

(g) Others

- 10.2 The Consultant shall adopt the above and such other technical and design standards and specifications, manuals, procedures and circulars as shown in the Schedule of General Instructions in Annex 1 to this Brief, as are in current use by the Architectural Services Department. If such technical and design standards, specifications, manuals, procedures and circulars are not applicable, international standards, codes of practice and specifications may be used.
- 10.3 Should instances arise for which suitable standards or specifications do not exist or for which the current standards or specifications appear to require modifications or if by the adoption of current standards the Consultant would incur additional expense not within reasonable contemplation, the Consultant shall submit recommendations on appropriate alternatives to the Director's Representative for agreement.
- 10.4 The Consultant shall comply with ArchSD quality, environmental, health and safety policies and objectives.

11. Checking and Certification of the Design

11.1 Specify the scope and extent of services requiring checking and certification.

(a) Level 1 – Self checking and certification by the Consultant

The Consultant shall submit to the Director's Representative in accordance with clause 5 of this Brief, a full set of design calculations including a statement of the standards, procedures and codes of practice adopted. It shall be accompanied by a certificate that the design calculations have been checked by an independent designer and that the drawings are in accordance with the calculated designs. The independent designer checker should be an in-house staff of the Consultant and have obtained the following minimum professional qualifications.

- (i)
- (ii)
- (iii)

The standard form of "Design Certificate" set out in Annex 4 to this Brief shall be used for this purpose wherever applicable.

(b) Level 2 - Checking and certification by a third party

In case Level 2 checking is considered necessary by the project team e.g. complex or high risk project, approval by PD should be sought and a SCE shall be drafted to suit the project requirement. (Legal clearance of the draft SCE is required.)

The 3rd party independent designer checker should have obtained the following minimum professional qualifications.

- (i)
- (ii)
- (iii)

12. Variations and Other Commitments

12.1 The value of a variation to the Contract Works or other expenditure commitment for the purposes of Clause 24(1) of the General Conditions of Employment is \$ 1,400,000.00.

Please refer to Chapter 6 of the Project Administration Handbook of ArchSD for the current Financial Limits for Government Procurement (Variation)

12.2 All variations to the Contract Works shall be covered by a variation order in a form to be agreed by the Director's Representative, except that no variation order will be required for increase or decrease in quantities arising from remeasurement of the items in the bills of quantities. The Consultant shall report in each month the status of the variations not yet covered by variation orders and / or the matters purported by the Contractor as variations, in a form to be agreed by the Director's Representative.

12.3 The Director's Representative shall advise the Consultant of the Employer's approval or otherwise under Clause 24(1) of the General Conditions of Employment within ____ days of submission. The reasons for non-approval, which may include insufficiency of supporting information provided with the submission, will be provided to the Consultant at the same time. If, because of the need for consultation or referral elsewhere, the Director's Representative is unable to provide the Employer's decision within the period stated then he shall inform the Consultant immediately and advise him of when he will provide the Employer's decision. Provided that, in any case, a different period can be applied by mutual agreement.

12.4 Under sub-clause (b) of Clause 8 of the Special Conditions of Employment, the Consultant shall report all claims to the Director's Representative within ____ days of their receipt.

- 12.5 Under sub-clause (b) of Clause 25 of the General Conditions of Employment, the Consultant shall report all delays to the Director's Representative within _____ days of the delay being identified, and provide his assessment on the amount extension of time to be granted (if any) to the Director's Representative in order to allow sufficient time for the Employer to give his view on the issue.
- 12.6 Under sub-clause (1) of Clause 50 of the General Conditions of Employment, the Consultant when acting as the Supervising Officer in any Works Contract administered by the Consultant under this Agreement, shall give the Director's Representative adequate notice or as long a notice as possible up to three months in writing before;
- (a) advising the Contractor the date for commencement of the Contract Works;
 - (b) issuing a certificate of completion in respect of the Contract Works or Section or part of the Contract Works, as the case may be; and
 - (c) issuing a maintenance certificate in respect of the Contract Works or Section or part of the Contract Works, as the case may be, in order to allow sufficient time for the Employer to give his view on the issue.
- 12.7 Under sub-clause (1) of Clause 51 of the General Conditions of Employment, the Consultant when acting as the Supervising Officer in any Works Contract shall advise the Director's Representative within a reasonable period before the Consultant makes any decision to order suspension of the progress of the Contract Works or any part thereof to allow the Employer to give his view on the proposed suspension.
- 12.8 Under sub-clause (2) of Clause 51 of the General Conditions of Employment, the Consultant when acting as the Supervising Officer in any Works Contract shall advise the Director's Representative within a reasonable period before the Consultant makes his decision on any dispute referred to him by the Contractor under a dispute resolution clause in a Works Contract in order to allow sufficient time for the Employer to give his view on the issue.
- 12.9 The Consultant when acting as the Supervising Officer in any Works Contract shall be allowed to act independently and impartially except those constraints placed on the duties and powers of the Supervising Officer that are promulgated or approved by the DEVB e.g. ordering variations under WBTC No. 19/2000, issuing instructions to proceed with the works in a Section Subject to Excision under WBTC No. 5/2000, etc.

13. Resident Site Staff

(Guidance Note:

1. *The three options for provision of Resident Site Staff are (a) Direct Employment of RSS; (b) Deployment of RSS; and (c) Posting of Government staff on site. Only one option should be selected. Officers are reminded to **delete those options not selected.***
2. *Government announced on 30.3.06 that all new public works contracts tender after 1.5.06 would include control measures to protect payments to site workers' wages. Accordingly, all consultancy agreements which cover administration of works contracts tender after 1.5.06 should include the requirement of providing Resident Assistant Clerical Officer (Labour Relations) [RACO(LR)] as RSS for the works contracts. Qualifications, duties and responsibilities of RACO(LR), and Administrative Guidelines on the Communication and Reporting Channels for the RACO(LR) are included in the Resident Site Staff Schedule at Annex 2 to this Brief. The procuring department shall follow the guideline on alternative arrangements for provision of RACO(LR) services promulgated by DEVB on 5.2.018 (memo ref. (02YWL-01-2) in DEVB(W)510/17/01), which list out the acceptable alternative arrangements under different scenarios and the approving authority where required.*

3. DEVB promulgated on 12.7.13 the enhanced role of professional grade RSS in the safety supervision of “mega works project”, which is defined as public works construction contract having contract sum exceeding \$1,000 million. As such, the professional grade RSS in “mega works project” should take up the following additional duties:

- (a) to participate in the weekly safety walk;
- (b) to carry out spot checking of high risk construction activities; and
- (c) to carry out daily review with the contractor of all high risk activities.

If there are more than one professional grade RSS deployed on Site, the procuring department shall determine one of the professional grade RSS to take up the safety supervision duties to avoid overlapping of services. If more than one of the professional grade RSS are assigned to take up the safety supervision duties, demarcation of duties shall be stated clearly.

4. The procuring department should strictly comply with DEVB’s requirements on vetting and approving consultant’s RSS employment proposals. Guidelines for the direct employment of RSS by consultants for ArchSD projects are provided in Appendix 35 of AACSB Handbook. In particular, the procuring department should remind the consultants to submit the RSS’ declarations with their RSS employment proposals for the Director’s Representative’s approval before signing employment contracts with the prospective RSS.)

13.1 * Direct Employment of Resident Site Staff [RSS]

Specify the requirements on the notional RSS establishment in the Fee Proposal Proforma and duties and qualification of resident site staff in accordance with the Schedule of Resident Site Staff Standards and Duties in Annex 2 to this Brief. Since the Schedule of RSS Standards and Duties only includes the job specifications of those common RSS posts, the project team has to check whether the specified posts have the corresponding job specifications in the Schedule of RSS Standards and Duties. If not, individual job specifications have to be drafted by the project team and approval shall be obtained from an officer of D2 rank or above of the managing department in accordance with Section 7.1.2 of the RSS Management Handbook.

- (a) The Consultant shall provide the service in relation to the proposal, review and maintenance of RSS establishment appropriate for site supervision and contract management of works contracts arising from the Services, as well as recruitment, employment and management of RSS in accordance with Sections 3.3, 5.1 to 5.12, 6.1 to 6.7 and associated appendices of the RSS Management Handbook and the Schedule of Resident Site Staff Standards and Duties in Annex 2 to this Brief. The Consultant’s attention is drawn to the services described in Clauses 13.4 to 13.11 of this Brief, but they are not meant to be exhaustive.
- (b) Sections 3.3, 5.1 to 5.12, 6.1 to 6.7 and associated appendices of the RSS Management Handbook shall form a part of this Brief. The terms below in the RSS Management Handbook shall have the following respective meaning in this Agreement:

Term in the RSS Management Handbook	Meaning in this Agreement
the “Consultants”	the “Consultant”
the “managing department”	the “Director’s Representative”
“the consultancy agreement”	“this Agreement”

- (c) The Consultant shall verify the information provided by RSS, keep and submit the declarations, records and other documents as required in Clause SCE 26 of the Special Conditions of Employment to the Director’s Representative for such part of the Services in relation to recruitment, employment and management of RSS.

* Delete if inappropriate

13.1 * Deployment of RSS

- (a) The minimum number of deployed Resident Site Staff to be employed by the Consultant for the Project shall be as follows:

Technical Staff

Resident Clerk of Works ____ nos.

The notional number of man-months is ____ man-months.

Number of deployed Resident Site Staff shall be increased on need basis, subject to the instruction of and/or agreement with the Director's Representative.

The Consultant shall administer the deployed Resident Site Staff and the Resident Site Staff shall receive instructions from the Director's Representative for day to day activities. The Consultant shall appraise the deployed Resident Site Staff on overall performance and submit the performance report to the Director's Representative for information/agreement.

- (b) The qualifications and duties and the training requirements of the deployed Resident Site Staff are described in **Annex 2** to this Brief and the relevant parts of this Brief.
- (c) The Consultant shall furnish to the Director's Representative the names and detailed particulars of all the persons deployed or proposed to be deployed by him as deployed Resident Site Staff and the respective posts which they fill or the Consultant proposes them to fill. The Consultant shall furnish further information on each person as required by the Director's Representative.
- (d) The Director's Representative shall review the proposals submitted in accordance with Clause 13.1(c) of this Brief and shall be entitled to disapprove, which action shall not be taken unreasonably, the deployment of any person in any post in the Resident Site Staff establishment.
- (e) The final list of persons as deployed Resident Site Staff for the Projects shall be approved by the Director's Representative.
- (f) The duration of appointment for each member of the deployed Resident Site Staff shall coincide with the appropriate period suggested by the Consultant and approved by the Director's Representative. The Director's Representative shall be given at least one month notice for any change of personnel.
- (g) The deployed Resident Site Staff shall station in the office of Director's Representative as and when required by the Director's Representative.
- (h) The normal hours of attendance of the deployed Resident Site Staff in a day is 9 hours (excluding 1 hour lunch break). The number of working days in a week is 6 days.
- (i) Should the situation demand, the Consultant shall provide or propose to provide additional personnel as and when the need arises subject to prior agreement with the Director's Representative.
- (j) Payments for deployed Resident Site Staff shall be in accordance with Clause 10 of the Schedule of Fee.

(Guidance Note: If it is intended that the Consultant shall deploy Resident Site Staff who are currently employed in his office, the project team shall specify the minimum number of man-months, posts, qualifications and duties & responsibilities of the deployed RSS that are required for each discipline for undertaking the site supervision of the project. However, if the Consultant considers that more deployed RSS are required for the completion of the project, he shall provide as appropriate.)

* Delete if inappropriate

13.1 * Posting of Government staff on site

Pursuant to Clause 36(11) of the General Conditions of Employment, the Employer will post the following staff on site:

Specify the requirements and duties of such staff

*(N.B. However, it is proposed that if it would not be cost effective for some small projects or the Consultant encounters difficulties in recruiting sufficient qualified RSS, ArchSD may post its site staff to work directly under the Consultant. **This option of RSS arrangement SHALL NOT be used until LAD, DEVB, CSB and senior management have resolved the actual implementation of such arrangement and the appropriate SCE have been approved.**)*

- 13.2 Pursuant to Sections 4.3.4 and Appendix 4.1 of the RSS Management Handbook, the reimbursement cap on salary of Resident Site Staff shall normally make reference to the dollar amount of the appropriate point in the prevailing Government pay scale for the relevant rank. The reimbursement cap on salary of those Resident Site Staff not listed in Appendix 4.1 of the RSS Management Handbook shall normally make reference to the dollar amount of the appropriate points as follows:

	<u>Rank</u>	<u>Minimum Point for Type A and Type B RSS</u>	<u>Maximum Point for Type A and Type B RSS</u>
1.	RSBSE	45	49
2.	RSE, RBSE, RGE	32	44
3.	RASE	19	27
4.	RSBSI	34	37
5.	RBSI	24	33
6.	RABSI	13	23

[Guidance Note: Add or delete ranks as may be necessary to suit the need of the consultancy.]

- 13.3 Pursuant to Sections 4.9 and 6.5 of the RSS Management Handbook, the specified safety training requirements of those Resident Site Staff not listed in Appendix 4.8 of the RSS Management Handbook are as follows:

	<u>Training</u>	<u>Rank</u>	<u>Requirements as specified in Appendix 4.8 of the RSS Management Handbook</u>
1.	Basic Safety Training	RSBSE, RBSE, RGE, RSE, RASE	Equivalent to “Professional Staff” in Table 1
		RSBSI, RBSI, RABSI	Equivalent to “Technical Inspectorate” in Table 1
		RACO, RACO(LR)	Equivalent to “Supervisory Staff” in Table 1

[Guidance Note: Add or delete ranks as may be necessary to suit the need of the consultancy.]

13.4 Administration and Supervision of Resident Site Staff

- (a) The Consultant shall be responsible for the administration and supervision of the RSS and shall ensure that the RSS shall properly discharge their duties under the Consultancy Agreement.
- (b) The RSS shall be required to keep time-log sheets for the verification of the Consultant and to submit these for checking upon request by the Director's Representative. In addition, the Consultant shall maintain proper daily attendance records of RSS on site, preferably using electronic devices. *[Guidance Note: In any case, the Director's Representative should require the Consultant to submit time-log records of RSS for checking at least once during the project.]*
- (c) The Consultant shall ensure that the Resident Assistant Clerical Officer (Labour Relations) is aware of, understand and comply with the provisions of the Personal Data (Privacy) Ordinance in the course of his employment. He shall also ensure that the Resident Assistant Clerical Officer (Labour Relations) is prohibited from bringing out of the work site any personal data collected for the purposes of monitoring wage payments under those contracts within the Consultant's scope of Services, and from using portable storage device to store these personal data. For the avoidance of doubt, these personal data included but not limited to personal biometric data, information shown in the employment contract, site attendance records, wage payment records.

13.5 Prevention of Bribery

In addition to the requirement stated in Section 5.3.3 of the RSS Management Handbook, the following probity clause shall be included in the individual Resident Site Staff employment contract:

"The Resident Site Staff is prohibited from soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, and soliciting or accepting any excessive hospitality, entertainment or inducements which could impair his impartiality in relation to Government projects."

- 13.6 The Consultant shall submit to the Director's Representative for approval the RSS establishment proposal prior to the commencement of the recruitment process in accordance with Section 3.3 of the RSS Management Handbook.
- 13.7 The Consultant shall recruit Resident Site Staff in an open and fair manner as far as practicable and in accordance with the requirements and procedures Section 5.1 of the RSS Management Handbook. Normally, recruitment notices for RSS vacancies shall be posted in at least one local newspaper in each language (English and Chinese) or equivalent online recruitment platform (in both English and Chinese), or dedicated webpage on construction jobs of the Interactive Employment Service (iES) of the Labour Department in accordance with Section 5.1.3 of the RSS Management Handbook. For open invitation of applications, the brief details of the project such as project/contract numbers, project/contract titles, locations of projects/contracts, etc. should be provided in the recruitment advertisement for RSS. For RSS services of a temporary nature with a short duration or for urgent and exceptional circumstances which may render open recruitment impracticable, the Consultant shall provide full justifications and seek prior written acceptance by the Director's Representative for exemption of open recruitment procedures.
- 13.8 Notwithstanding Clause 13.7 and subject to the prior written acceptance by the Director's Representative, the Consultant may deploy his professional graduates in assistant professional ranks in RSS for the purposes of training pertinent to the acquisition of the relevant professional qualification, without embarking on the open recruitment procedure in accordance with Section 5.1.2 of the RSS Management Handbook.
- 13.9 For all recruitment exercises for Resident Site Staff, the Consultant shall submit to the Director's Representative [***] copies of a CD diskette containing records of the entire recruitment process. The records should include, but not limited to, the recruitment information, qualification and experience required for the vacancy, selection criteria for recruitment interview and/or job offers, criteria for setting a waiting list with a validity period, interview records and assessment leading to the job offers. It should also include records of declarations of conflict of interest by all the Consultant's staff participating in the recruitment exercise, and any mitigation measures implemented in the case of conflict. [**Number to be inserted by the procuring department.*]

- 13.10 For the employment of the Resident Assistant Clerical Officer (Labour Relations) (RACO(LR)), the Consultant shall, within 14 days of commencement of the Contract, or as the case may be, within 14 days after being notified by the Director's Representative of his disapproval of employment of any person as RACO(LR), submit the name and particulars of the person he intend to employ as the RACO(LR) to the Director's Representative for his approval. The Consultant shall furnish further information within 7 days pertinent to the employment of such person if required by the Director's Representative. *[Mandatory if RACO(LR) is included in the establishment of Resident Site Staff]*
- 13.11 For works contracts with estimated contract sums of over \$500 million, at least one safety personnel with academic qualification *acceptable for registration as Registered Safety Officer* and duties detailed in Annex 2 to Appendix 9 shall be included in the RSS establishment to act as safety advisor to the Supervising Officer.

* Delete as appropriate

14. Director's Representative

- 14.1 The Director's Representative as defined in the General Conditions of Employment shall be the _____ *(specify the post of D1 officer or above)* or such other person as may be authorised by the Employer in writing and notified to the Consultant. The Director's Representative may delegate any of the powers and functions vested in him to other officers. If the Consultant is dissatisfied with a decision or instruction of any such officer pertaining to the Assignment the matter shall be referred to the Director's Representative for a ruling.

- 14.2 During the course of the Agreement the Consultant shall report directly to the Director's Representative.

15. Control of the Project and Assignment

List the committees, conferences, boards and other meetings which the Consultant shall attend, serve or report to, as required by the Director's Representative. The documents the Consultant shall produce in serving or reporting to these bodies eg. meeting minutes and progress reports should be stated in Section 5 - Deliverables.

16. Information and Facilities Provided by the Employer

- 16.1 All available information relevant to the Assignment will be provided to the Consultant. Relevant documents, reports, drawings and other background materials *(e.g. the Schedule of General Instructions, etc.)* are listed in Annex 1 to this Brief. The Consultant shall indicate for guidance those which he currently holds and those of which a copy may be needed, should the Assignment be awarded to him. A copy of each of the documents indicated as needed will be supplied free of charge by the Director's Representative on request from the Consultant except those currently available from the Sales Section of the Information Services Department. In the case of plans and drawings, one transparency and two prints of each plan or drawing shall be provided free of charge if requested by the Consultant.
- 16.2 An electronic version of some of the documents listed in Annex 1 to this Brief related to the Assignment may be accessed at ArchSD website "ArchSD Consultancy Information Centre" (www.archsd.gov.hk).
- 16.3 The Consultant and Sub-consultants shall check and confirm with the project team on the relevance and the latest version of those documents that are copied to them previously or downloaded from the ArchSD website "ArchSD Consultancy Information Centre" before making reference or incorporating them in the Works Contracts.

17. Consultant's Office and Staffing

- 17.1 The Consultant shall maintain for the duration of the Agreement an office in Hong Kong under the control of a principal of the Consultant who shall be responsible for the Assignment. The principal shall have adequate authority and sufficient professional, technical and administrative support in all relevant disciplines to ensure progress to the satisfaction of the Director's Representative.
- 17.2 All Consultant's staff carrying out site works, including supervising construction works, shall comply with the site safety training requirements as stipulated in Appendix 4.8 of the RSS Management Handbook and Clause 13.3 of this Brief, irrespective of being a resident site staff or not.
- *17.3 Other requirements for BIM

The Consultant shall maintain a BIM team led by a BIM team leader from the commencement to the completion of the Assignment and to provide, a minimum of, *[disciplinary BIM coordinators and modellers in architectural, structural and building services disciplines]* as detailed in the below table. Qualifications of the BIM Team are specified in Annex 8 of this Brief. The BIM team shall include sufficient and technically competent resources in order to complete all BIM tasks and deliverables specified in the Assignment.

	<i>*Disciplinary BIM Coordinator (No.)</i>	Modeller (No.)
Architectural		
Structural		
Building Services		

The BIM Team Leader shall be responsible for the overall BIM management and process control. The BIM Team Leader shall supervise the BIM team to handle BIM tasks such as BIM modelling, collaborating information exchange amongst related stakeholders and maintain a drawing/information register to record the information to be incorporated in the model(s). The BIM Team Leader shall conduct and/or attend regular BIM collaboration meetings among project team members so as to ensure any changes/updates in the design and construction stages are to be timely and properly made to the BIM models.

For any proposed staff movement or change in the BIM team, the Consultant shall notify the Director's Representative as soon as possible and provide a CV of the replacement personnel together with evidence of equivalent BIM competency to the Director's Representative within [7] calendar days of the notification for approval.

* Delete if inappropriate

- 17.4 For any works contract using NEC form and with a pre-tender estimate above the financial ceiling of the delegated authority for approving Category D items as given in Financial Circular No. 3/2011 or its subsequent updates or replacements, the Consultants' staff^{Note1} taking up the role and duties of the Project Manager, the Service Manager and/or the Supervisor shall possess the qualification of accredited or certified NEC Project Manager, Service Manager and/or Supervisor respectively recognised by an international or local construction-related professional institution/institute, or have successfully completed the respective recognised training courses^{Note2}.

Note 1: The Consultants' staff members who take up the role and duties of the Project Manager, the Service Manager and/or the Supervisor should be one of the core personnel* in the consultancy agreement. In case a consulting firm instead of a particular staff member is appointed to be the Project Manager, the Service Manager and/or the Supervisor, at least one of the core personnel* shall possess the relevant qualification.

Note 2: For the qualification of the Project Manager, the Service Manager and the Supervisor, the following should be noted:

- (i) When a person is qualified to be a Project Manager, he/she shall also be qualified to be a Service Manager, and vice versa;
- (ii) When a person is qualified to be a Project Manager or Service Manager, he/she shall also be qualified to be a Supervisor;
- (iii) A recognised training course for NEC Project Manager, Service Manager or Supervisor refers to a training course that enables participants to be regarded as having acquired the required standard necessary to act in the respective role upon successful completion of the training course, as recognised by an international or local construction-related professional institution/institute. For the avoidance of doubt, a person will be qualified to be a Project Manager, a Service Manager or a Supervisor if he/she has successfully completed a relevant recognised training course at any time before the Contract Date of the works contract concerned.

[Guidance Note:

(i) *The above clause should be included for "Design and Construction" agreements or "Investigation, Design and Construction" agreements, unless the Project Offices are certain that the Consultants are NOT required to take up the role and duties of the Project Manager, the Service Manager and/or the Supervisor under any works contract using NEC form and with a pre-tender estimate above the Category D Limit.*

(ii) **Modify as appropriate. Please adopt "core personnel" for GCE form, "key people" for NEC3 PSC form and "key persons" for NEC4 PSC form.]*

18. Adherence of the Consultant and Sub-consultant staffing proposal

- 18.1 Upon appointment and for the duration of this Assignment, the Consultant and Sub-consultant shall provide the staff and manpower input in accordance with the Technical Proposal which was submitted with the bid for this Assignment.
- 18.2 For the purpose of verifying that the Consultant and the Sub-consultant have adhered to their staffing proposal as stated in the Technical Proposal, the Consultant and the Sub-consultant are required to keep monthly time-log records of their core personnel involved in this Assignment as per the format in Annex 3 to this Brief and submit these for checking upon request by the Director's Representative.

Guidance Note:

If it is considered that the performance of the Consultant or the Sub-consultant are not satisfactory due to inadequate staffing and manpower input allocated to the assignment, the Director's Representative should request the Consultant or the Sub-consultant to submit time-log record of their staff and check this against the original Technical Proposal. In any case, the Director's Representative should require the Consultant and the Sub-consultant to submit time-log records of their core personnel for checking at least once during the consultancy.

(This Guidance Note is for internal reference only and should not be included in the Brief.)

- 18.3 The Consultant or the Sub-consultant shall note that if they fail to adhere to their staffing proposal thus causing an adverse impact on the performance, their poor performance shall be duly reflected as "Unacceptable" in the aspect of "Competency and adequacy of staff" under Part II(B) of the performance report in the performance assessment of the Consultant.
- 18.4 If the Consultant or Sub-consultant is unlikely to provide or maintain any core personnel as proposed in the Technical Proposal because of reason(s) beyond their control, the Consultant or Sub-consultant shall report to the Director's Representative as soon as practicable and propose, for the Director's Representative's approval, a replacement who can meet the minimum qualification and experience requirements of the staff category concerned and has sufficient number of relevant job reference for attaining the same grade as attained by the member of the core personnel to be replaced in the original Technical Proposal of the Consultant.

Guidance Note:

The procuring department should take special care in approving the change of any members of the core personnel whose personal attendance in the project team of the Consultant has been considered to be essential in the award of the consultancy. Prior to approving a consultant's proposal for any change of core personnel such as the project manager, partner in charge, project director, team leader or specialist, the Director's Representative shall prepare a submission stating clearly that he is satisfied that the core personnel leaving the company is due to genuine and unavoidable grounds, and the proposed replacement can meet the minimum qualification and experience requirements of the staff category concerned and has sufficient number of relevant job reference for attaining the same grade as attained by the member of the core personnel to be replaced in the original Technical Proposal of the Consultant. An assessment/comparison of the core personnel involved should be done using the proforma at Appendix 43. The following approval procedures shall be followed by departments when dealing with proposed change of core personnel in the project team of the Consultant in respect of the following cases:

- (a) *For cases of core personnel leaving the company (including retirement and resignation) or leaving the post and duties for a prolonged period due to family or medical reasons*

A D2 (or above) officer assigned by the Head of Department (HoD) shall consider the submission and, if deemed appropriate, give an approval for the application.

- (b) *For all other cases*

The Director's Representative shall forward the submission to a D2 (or above) officer, who shall consider the submission and make a recommendation to the HoD. Then the HoD may personally give an approval for the application.

If the consultant's proposal for a change of core personnel is not accepted, the consultant shall either adhere to their original staffing proposal or submit another proposal to the procuring department for consideration.

Departments shall be required to submit annual return on the approved cases.

The procuring department should not accept consultant's proposal for replacing core personnel which cannot meet the above requirement. If there are practical reasons to deviate from this requirement, the procuring department should be required to seek approval from an appropriate authority and take appropriate follow-up actions, with the justifications, approval and actions taken properly documented.

(This Guidance Note is for internal reference only and should not be included in the Brief.)

- 18.5 If the Consultant's proposal for a change of core personnel is not accepted by the Director's Representative, the Consultant shall either adhere to his original staffing proposal or submit another proposal to the procuring department for consideration.
- 18.6 For the purpose of determining whether a staff of the Consultant or Sub-consultant shall be regarded as core personnel, the Consultant or Sub-consultant shall specify which of their proposed staff are core personnel under the section of staffing in their Technical Proposal.
- 18.7 The Director's Representative reserves the right to reject any replacement core personnel proposed by the Consultant or Sub-consultant, if the conditions in sub-clause 18.4 of this clause are not met. The Consultant's or Sub-consultant's core personnel shall not be replaced without the prior approval of the Director's Representative.

19. Specialist and Sub-consultant Services *(Technical Circulars have been subsumed under relevant sections of this Section 19 which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.)*

- 19.1 The Consultant shall provide the specialist and sub-consultant services listed below in this sub-clause 19.1 that are required for the satisfactory completion of the Assignment. No additional fees or expenses for provision of such services rendered locally or overseas shall be payable by the Employer except as otherwise provided for in the Schedule of Fees. *[Note: the scope of the following specialist and sub-consultant services should be clearly defined in the Brief.]*

- (a)
- (b)
- (c)

- 19.2 The specialist services listed below in this sub-clause 19.2 are to be deployed only upon written instruction by the Director's Representative. Upon deployment, the Consultant shall assume full responsibility for the tendering and selection of the specialists and their proper performance. The expenses associated with the procurement and management of the specialist services, together with any financing charges, are deemed to have been included in the lump sum fee. The cost of procuring the specialist services will be reimbursed to the Consultant under Clause 4(A) of the Schedule of Fees:

- (a)
- (b)

The Consultant should conduct the tendering in accordance with the relevant procedures set out in the Stores and Procurement Regulations.

- 19.3 Under Clause 38 of the General Conditions of Employment, the Consultant shall obtain the prior approval of the Director's Representative in writing to:

- (a) the appointment of sub-consultants to undertake any part of the Services, and
- (b) the replacement of any sub-consultants appointed under sub-clause (a) of this Clause.

- 19.4 If the Consultant is not included in the List of Consultants for the following categories of consultancy service(s) maintained by the Employer as per Annex 5 to this Brief, then the Consultant shall enter into a written sub-consultant agreement with the respective listed consultant for the design and construction assignment of the following part(s) of the Assignment:

(Please delete as appropriate)

- (a) Architectural Consultants;
- (b) Structural Engineering Consultants;
- (c) Building Services Consultants;
- (d) Landscape Architectural Consultants;
- (e) Quantity Surveying Consultants; or
- (f) Building Surveying Consultants

- 19.5 The lead Consultant shall include similar probity clauses on "Confidentiality", "Prevention of Bribery" and "Declaration of Conflict of Interest" as stated in the ETWB TC(W) No. 3/2004A & Technical Reference No. 13 at **Appendix 36** of the AACSB Handbook in the sub-consultancy agreements.

(ETWB TC(W) No. 37/2002 has been subsumed under the following Guidance Notes which should only be updated by Works Branch of Development Bureau.)

(Guidance Notes:

Regarding the use of legal consultants in connection with works-related consultancy studies, it has been directed that:

- (a) *It is considered inappropriate for departments to engage legal sub-consultants through their works-related consultants to carry out services which involve substantial legal input and cases involving special contract drafting services where the Government's standard contract forms are not applicable. The Brief of the consultancy services **should not include** any part which involves legal issues. The LAD/DEVB shall be consulted at an early stage of the project on the appropriate way forward to avoid any delay to the progress of the consultancy study. The LAD/DEVB may consider that in the first instance legal input may be provided by the LAD/DEVB directly or if appropriate, legal consultants should be appointed with the assistance of the LAD/DEVB.*
- (b) *In case that a department is not sure if a project involves substantial legal input, it may address its queries to LAD/DEVB. It should however be clarified that in meeting the Consultants' obligations under Government projects, there may be situations where the Consultants have to decide issues on their own without influence from the Employer and in so deciding, legal advice may be required by the Consultants. For instance, whether or not certain activities fall within the scope of services to be provided by the Consultants under a consultancy study. In those circumstances, the Consultants should take their own independent legal advice as necessary.*

*[Refer to Technical Reference No. 6 at **Appendix 36** for background information.])*

20. Provision and Use of Computer Facilities

- 20.1 Except to the extent otherwise provided for in this Assignment, the Consultant and Sub-consultants should be responsible for the cost of all computing facilities required by them for fulfilling the obligations under this Assignment. These facilities shall include:
- (a) office automation facilities commonly used by secretarial, clerical, administrative, technical or professional staff for the office functions;
 - (b) technical computing facilities used by professional and technical staff for computer-aided drafting, computer-aided design and geographic information systems, or other professional systems (such as, but not limited to, Electronic Document Management System, Building Information Modelling, Project Management System) as the case may be; and
 - (c) IT training for staff employed by consultants.

(The above requirements on Computing Facilities of Consultants are subsumed from WBTC No. 23/2000)

- 20.2 Computer facilities should be provided to the Consultant's Resident Site Staff by the Contractor under the Works Contract. Technical specification of the computer facilities should comply with the departmental Technical Specification, guidelines and relevant OGCI requirement. The Consultant should be responsible for coordination and collection of the computing facilities from the Director's Representative and returning them to the Director's Representative upon completion of the Works Contract. The Consultant and sub-consultants, if any, should ensure that the computer facilities are solely for the use of the Resident Site Staff. The Consultant and sub-consultants, if any, should also be held responsible for any damages caused by the improper use of the computer facilities.

(Note: The above provision could be excluded from term consultancy of minor works in which the duration of works contracts is usually short rendering provision of computer facilities by the contractor impractical.)

- 20.3 *If the Consultant is required to provide and use or alternatively, to use computer facilities provided by a contractor under a Works Contract, approval by the Employer should be sought and details should be stated.*

21. Professional Indemnity Cover

The amount of Professional Indemnity Insurance cover to be maintained in accordance with sub-clause (1) of Clause 47 of the General Conditions of Employment shall be HONG KONG DOLLARS _____. The procedures for the procurement of Professional Indemnity Insurance and the methodology for determining the amount of Professional Indemnity Insurance stipulated in DEVB TCW No. 9/2007 shall be followed.

22. Systematic Risk Management

The Consultant shall perform Systematic Risk Management in accordance with ETWB TC(W) No. 6/2005 and its subsequent updates (if any) and Risk Management User Manual to identify risks and uncertainties associated with the Project and recommend treatment measures aiming to reduce these risks and uncertainties to acceptable level and to ensure timely completion of the Project and within budget and to the required quality. This may include arranging risk management workshops, meeting with relevant stakeholders, preparing the risk treatment plans, risk management plans and risk registers, etc. The Consultant should employ a professional staff equipped with preferably ten years' post professional qualification experience together with relevant experience in the field to assist the Director's Representative to perform the duties of the Risk Manager.

- * 23. **Environmental Impact Assessment** (*WBTC No. 17/98 has been subsumed under this Section 23 which should only be updated by Works Branch of Development Bureau.*)

(Guidance Notes: Only include this Section 23 if Environmental Impact Assessment is applicable. Refer to Technical Reference No. 1 at Appendix 36 and ETWBTC No. 13/2003 for background information.)

- (1) Prepare a project profile as set out in the Technical Memorandum on Environmental Impact Assessment Process (under the Environmental Impact Assessment Ordinance (EIA Ordinance) S16) and advise and assist the Employer to apply to the Director of Environmental Protection (DEP) in accordance with the EIA Ordinance for an environmental impact assessment study brief or for approval to apply directly for an environmental permit.
- (2)¹ Conduct an environmental impact assessment (EIA) study and prepare an EIA report in accordance with the EIA study brief issued by the DEP and EIA Ordinance, and advise and assist the Employer in obtaining approval for the EIA report in accordance with the EIA Ordinance, including public consultation and presentation to the Advisory Council on the Environment if required.
- (3) Advise and assist the Employer in obtaining environmental permits for the Employer for **constructing/operating/decommissioning* the Project in accordance with the EIA Ordinance.
- (4) Liaise with the DEP or his representative to obtain variations of environmental permits for the Employer in accordance with the EIA Ordinance should there be any changes to the Project or to the environmental impact of the Project that would give rise to a need for variation of the conditions of the environmental permit. Where it is required by the DEP to submit an EIA report for the variations sought and the Director's Representative so instructs, the Consultant shall conduct an EIA study and prepare an EIA report for the variations sought in accordance with the EIA Ordinance. Payment for the cost of such study and report shall be on a time charge basis or by means of a negotiated lump sum fee.

Note :

1. *Clause (1) may be included in a Preliminary Project Feasibility Study assignment where the Project has already been confirmed as a designated project under the EIA Ordinance.*
2. *Clauses (2) and (3) shall be included in a consultancy assignment when the Project has obtained a study brief from the DEP.*
3. *Clause (4) shall only be included in a consultancy assignment which involves construction stage for designated project.*
4. *Projects that have obtained DEP's approval to apply directly for an environmental permit(s) only need to include clause (3) and/or clause (4).*

* Delete as appropriate

¹ Project proponent should ensure that adequate number of copies of the EIA report has been specified in the section of "Deliverables" in the assignment.

SCHEDULE OF GENERAL INSTRUCTIONS
FOR
ARCHITECTURAL, BUILDING SURVEYING AND LANDSCAPE
CONSULTANCY AGREEMENTS

(Note: All the services to be provided by the Consultant under the Assignment shall comply with the current edition of the following documents which are not exhaustive. The Consultant shall check with the project team on the relevance and the latest version of these documents before making reference or incorporating them in the Works Contracts.)

1. General Conditions of Contract for Building Works */
General Conditions of Contract for Term Contracts for Building Works*/
General Conditions of Contract for Design and Build Contract*
2. Articles of Agreement
3. Standard Special Conditions of Contract
4. Model Arbitration Rules
5. General Specification for Building
6. Standard Methods of Measurement
7. Architectural Branch Manuals*/ Property Services Branch Manuals*, Procedures and Guidelines
8. Standard Drawings
9. Architectural Services Department Operational Instructions
10. Architectural Services Department Circulars and Guidance Notes
11. General/Technical Circulars issued by the following Bureau -
 - (i) Civil Service Bureau
 - (ii) Development Bureau
 - (iii) Financial Services and the Treasury Bureau
 - (iv) Housing Bureau
 - (v) Transport and Logistics Bureau
12. Financial Circulars
13. Stores and Procurement Regulations
14. Government Forms
15. Construction Standard(s)
16. Emergency Manual(s)
17. Architectural Services Department Integrated Management Manuals

* delete as appropriate

18. Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants (including AACSB Circulars)
19. Construction Site Safety Manual issued by Development Bureau
20. Contractor Management Handbook issued by Development Bureau
21. Practice Note for Authorized Persons, Surveyors and Registered Structural Engineers (APSRSE Practice Notes) issued by the following Departments –
 - (i) Lands Department
 - (ii) Buildings Department
 - (iii) Planning Department
 - (iv) Environmental Protection Department
22. Outline Zoning Plans / Development Permission Area Plans
23. Design Manual – Barrier Free Access
24. Transport Planning and Design Manual
25. Technical Circulars of CEDD, DSD, WSD, FSD and HyD
26. Geo Publication No. 1/2000 – Technical Guidelines on Landscape Treatment and Bio-engineering for Man-made Slopes and Retaining Walls
27. Hong Kong Planning Standards and Guidelines issued by Planning Department
28. Project Administration Handbook

**SCHEDULE OF GENERAL INSTRUCTIONS
FOR
BUILDING SERVICES CONSULTANCY AGREEMENTS**

(Note: All the services to be provided by the Consultant under the Assignment shall comply with the current edition of the following documents. The Consultant shall check with the project team on the relevance and the latest version of these documents before making reference or incorporating them in the Works Contracts.)

1. General Conditions of Contract for Building Works
2. Articles of Agreement
3. Standard Special Conditions of Contract
4. Model Arbitration Rules
5. General Specification for:
 - (i) Air-conditioning, Refrigeration, Ventilation and Central Monitoring and Control System Installation
 - (ii) Electrical Installation
 - (iii) Fire Services Installation
 - (iv) Lift and Escalator and Passenger Conveyor Installation
 - (v) Catering Equipment Installation
 - (vi) Liquefied Petroleum Gas Installation
 - (vii) Broadcast Reception Installation
6. Standard Methods of Measurement
7. Building Services Branch Manual (Architectural Services Department Local Manual No. 2)
8. Building Services Branch Instructions and Circulars
9. Building Services Branch Circular Memoranda
10. Architectural Services Department Operational Instructions
11. Architectural Services Department Circulars and Guidance Notes
12. General / Technical Circulars issued by the following Bureaux :
 - (i) Civil Service Bureau
 - (ii) Development Bureau
 - (iii) Financial Services and The Treasury Bureau
 - (iv) Housing Bureau
 - (v) Transport and Logistics Bureau
13. Stores and Procurement Regulations

14. Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants
15. Government Forms
16. Architectural Services Department Core and Local Manuals
17. Public Lighting Manual
18. Design Manual – Barrier Free Access
19. Construction Site Safety Manual issued by the Development Bureau
20. BSB General Guideline on Works Practice
21. Testing and Commissioning Procedures issued by Architectural Services Department
22. Contractor Management Handbook issued by the Development Bureau
23. Code of Practices/Guidelines on Energy Efficiency
24. Project Administration Handbook

**SCHEDULE OF GENERAL INSTRUCTIONS
FOR
STRUCTURAL ENGINEERING CONSULTANCY AGREEMENTS**

(Note: All the services to be provided by the Consultant under the Assignment shall comply with the current edition of the following documents. The Consultant shall check with the project team on the relevance and the latest version of these documents before making reference or incorporating them in the Works Contracts.)

1. General Conditions of Contract for Building Works
2. Articles of Agreement
3. Standard Special Conditions of Contract
4. Model Arbitration Rules
5. General Specification and Particular Specifications
6. Structural Engineering Branch Manuals, Procedures and Guidelines
7. Structural Engineering Branch Standard Drawings
8. Structural Engineering Branch Technical Instructions (SE instruction)
9. Architectural Services Department Core & Local Manuals, Instructions, Circulars, Standard Forms and Guidance Notes
10. Development Bureau Technical Circular (Works)
11. Financial Circulars
12. Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants
13. Government Forms
14. Construction Standards
15. Construction Site Safety Manual issued by Development Bureau
16. Project Administration Handbook

**SCHEDULE OF GENERAL INSTRUCTIONS
FOR
QUANTITY SURVEYING CONSULTANCY AGREEMENTS**

(Note: All the services to be provided by the Consultant under the Assignment shall comply with the current edition of the following documents. The Consultant shall check with the project team on the relevance and the latest version of these documents before making reference or incorporating them in the Works Contracts.)

1. *General Conditions of Contract for Building Works
 *General Conditions of Contract for Design and Build Contracts
2. Articles of Agreement
3. Standard Special Conditions of Contract
4. Model Arbitration Rules
5. General Specification for Building, and Particular Specifications
6. General Specification for Air Conditioning, Refrigeration, Ventilation and Central Monitoring and Control System Installation
7. General Specification for Electrical Installation
8. General Specification for Fire Services Installation
9. General Specification for Catering Equipment Installation
10. General Specification for Lift, Escalator and Passenger Conveyor Installation
11. General Specification for Liquefied Petroleum Gas Installation
12. General Specification for Broadcast Reception Installation
13. Hong Kong Standard Method of Measurement of Building Works
14. Hong Kong Standard Method of Measurement of Building Services
15. Standard Method of Measurement for Building Elements
16. Standard Phraseology for Bills of Quantities
17. Standard Phraseology for Building Services
18. Model Bills of Quantities
19. Model Bills of Quantities for Building Services
20. Departmental/Branch Manuals and Check Lists
21. Standard Drawings
22. Quantity Surveying Branch Practice Notes

23. Architectural Services Department Instructions, Circulars and Guidance Notes
24. Development Bureau Technical Circulars (Works)
25. Financial Circulars
26. Government, Department and Quantity Surveying Branch Standard Forms
27. Construction Site Safety Manual issued by Development Bureau
28. Project Administration Handbook

** Delete as appropriate*

Schedule of Resident Site Staff Standards and Duties

1. General Requirement

	<u>Abbreviation</u>	<u>Post title</u>
2.	RA	Resident Architect
3.	RSCOW	Resident Senior Clerk of Works
4.	RCOW	Resident Clerk of Works
5.	RACOW	Resident Assistant Clerk of Works
6.	RWSI (Building)	Resident Works Supervisor Class I (Building)
7.	RWSII (Building)	Resident Works Supervisor Class II (Building)
8.	RSBSE	Resident Senior Building Services Engineer
9.	RBSE	Resident Building Services Engineer
10.	RSBSI	Resident Senior Building Services Inspector
11.	RBSI	Resident Building Services Inspector
12.	RABSI	Resident Assistant Building Services Inspector
13.	RWSI (BS)	Resident Works Supervisor Class I (Building Services)
14.	RWSII (BS)	Resident Works Supervisor Class II (Building Services)
15.	RLA	Resident Landscape Architect
16.	RSFO	Resident Senior Field Officer
17.	RFOI	Resident Field Officer Class I
18.	RFOII	Resident Field Officer Class II
19.	RGE	Resident Geotechnical Engineer
20.	RSE	Resident Structural Engineer
21.	RASE	Resident Assistant Structural Engineer
22.	SRQS	Senior Resident Quantity Surveyor
23.	RQS	Resident Quantity Surveyor
24.	ARQS	Assistant Resident Quantity Surveyor
25.	RSO(Q)	Resident Survey Officer (Quantity)
26.	RAO	Resident Accounting Officer
27.	RCO	Resident Clerical Officer
28.	RACO	Resident Assistant Clerical Officer
29.	RACO(LR)	Resident Assistant Clerical Officer (Labour Relations)
30.	RCA	Resident Clerical Assistant

1. General Requirement

The Consultant shall deploy suitably qualified Resident Site Staff (RSS) to satisfy the supervision requirements for the Authorized Person, Registered Structural Engineer and/ or Registered Geotechnical Engineer, when necessary, as required by the Technical Memorandum for Supervision Plans and Code of Practice for Site Supervision 2009 promulgated by the Buildings Department. The RSS team shall also satisfy the supervision requirements of the approved QSSP.

For supervision of structural works and/ or foundation works, the RSCOW/ RCOW/ RACOW/ RWSI(Building)/ RWSII(Building) appointed as Technically Competent Persons (TCPs) in compliance with the requirements of the Technical Memorandum for Supervision Plans and Code of Practice for Site Supervision 2009 shall possess the following qualifications:

- Higher certificate or higher diploma in civil/ structural/ geotechnical engineering and 5 years relevant experience; or
- Degree in civil/ structural/ geotechnical engineering and 2 years relevant experience; or
- Equivalent as accepted in the Code of Practice for Site Supervision 2009 and approved by the Director's Representative.

[Guidance Note: To align with the RSS Management Handbook promulgated by DEVB, project offices are reminded that language is not an essential requirement for RSS at professional ranks. If project offices consider it necessary to lay down language requirement(s) for the recruitment of RSS at professional ranks (not limited to those posts listed in Annex 2 to Appendix 9), prior approval from DEVB shall be obtained before the related requirement(s) are included in the consultancy documents for the invitation of Expression of Interest submissions and Technical & Fee Proposals.]

2. **Resident Architect (RA)**

2.1 **Qualifications:**

The minimum qualifications required for the post of Resident Architect shall be as follows:

- (a) Full member or Fellow of the Hong Kong Institute of Architects (HKIA) or a Registered Architect.
- (b) At least 3 years' post-qualification experience as an architect (in architecture).
- (c) Degree, certificate, Dip or higher Dip in occupational safety and health or in construction safety[^],

[Note ^ For any works contract with a pre-tender estimate higher than \$500 million, at least one of the RSE/RA or RCOW/RACOW shall possess the academic qualification acceptable for registration as Registered Safety Officer in addition to other academic/professional qualification required for the post, to act as safety advisor to the Supervising Officer.]

2.2 **Duties and Responsibilities:**

The Resident Architect shall assist the Project Architect and the duties shall include, but not be limited to, the following:

- (a) Assist the Project Architect in matters relating to Government procedures, standards and the handling of contractual matters.
- (b) Monitor contractor's performance and assist the Project Architect in preparing contractor's performance reports.
- (c) Monitor contractor's progress according to the agreed programme, identify reasons of delay and advise the Project Architect on necessary regulatory actions.
- (d) Liaise and co-ordinate with the contractor, the project team, ArchSD staff and consultants (team) on matters related to architectural details, materials and workmanship, builder's work requirements, statutory compliance and issues related to site progress.
- (e) Attend site and co-ordination meetings.
- (f) Prepare monthly progress and management reports, forecast site supervision resources requirements.
- (g) Supervise and manage architectural site supervisory staff.
- (h) Assist in the vetting and co-ordination of architectural variation works.
- (i) Assist the Project Architect in resolving site problems and conflicts among various trades in relation to architectural matters and overall construction process.
- (j) Inspect and witness site tests.
- #(k) Participate in the weekly safety walk.
- #(l) Carry out spot checking of high risk construction activities.
- #(m) Carry out daily review with the Contractor of all high risk activities.
- (n) Carry out any other duties as and when required by the Project Team Leader and Project Architect.

[Guidance Note: # Clauses (k), (l) & (m) are only applicable to “mega works project”, which is defined as public works construction contract having contract sum exceeding \$1,000 million.]

- ^(o) Supervise and monitor the implementation of the Safety Plan/Contractor’s site safety obligations set out in the contract;
- ^(p) Oversee the Contractor for implementing an effective safety management system and ensuring all persons working on the Site are aware of and comply with the safety requirements stipulated in the Contractor’s Safety Plan and obligations set out in the contract;
- ^(q) Maintain a safety diary;
- ^(r) Carry out weekly site inspections with the Safety Officer(s) and complete inspection checklists;
- ^(s) Prepare independent detailed reports on dangerous occurrences and serious incidents/accidents and provide advice to the Supervising Officer;
- ^(t) Co-ordinate amongst the RSS team and the Contractor’s site team(s) with a view to ensuring that the safety matters are in full compliance with the contract requirements;
- ^(u) Comment on the Contractor’s method statements and risk assessments which are job/task-specific for the activities on the Site and ensure all potential and foreseeable hazards are effectively prevented/mitigated with proper site administrative and engineering control measures in place;
- ^(v) Prepare independent monthly reports for discussion at the meetings of the Site Safety Management Committee;
- ^(w) Attend meetings of the Site Safety Committee and the Site Safety Management Committee and provide site safety advice for enhancing the site safety performance and safety of the workforce; and
- ^(x) Upon notice of imminent danger, advise the Supervising Officer to suspend the Contractor’s works.

[Guidance Note: ^ For works contracts with estimated contract sums of over \$500 million, and if applicable, Clauses (o) to (x) should apply.]

3. **Resident Senior Clerk of Works (RSCOW)**

3.1 **Qualifications:**

The minimum qualifications required for the post of Resident Senior Clerk of Works shall be as follows:

- (a) Diploma or Higher Certificate in Building Studies from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College/ Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent / Engineering qualifications (Clause 1.0 of this Annex refers).
- (b) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) /Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (c) 13 years' relevant post-qualification experience / 5 years' relevant experience as RCOW or equivalent in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook.

3.2 **Duties and Responsibilities:**

The duties of the Resident Senior Clerk of Works shall include, but not limited to, the following: -

- (a) Responsible to the Consultant (the Supervising Officer) for the supervision of project(s) assigned to him and carry out duties of a Senior Clerk of Works under the direction of the Consultant (the Supervising Officer) and in accordance with Site Administration Handbook where applicable.
- (b) Supervise all resident site staff (CoWs, ACoWs, and Ws) engaging on the supervision of the project(s).
- (c) Ensure all resident site staff (CoWs, ACoWs and Ws) follow the procedural guidelines set out in Site Administration Handbook.
- (d) Monitor the standard of workmanship against the contract documents and good building practice in Hong Kong conforming to the relevant BS or Code of Practice as specified by the Consultant (the Supervising Officer).
- (e) Check samples and related documents against contract requirements and make observations and recommendations to the project team.
- (f) Check contractor's setting out of all elements.
- (g) Monitor the progress of work on site against the approved programme.
- (h) Carry out routine inspections of the building works and check for conformity with the drawings, specification and contract requirements, and report to the project team all unsatisfactory work.
- (i) Attend all site inspections performed by others.
- (j) Manage the supervisory staff assigned to him, allocate appropriate duties to them, and check the attendance of his staff.

- (k) Liaise with the project team on all site matters.
- (l) Liaise and co-ordinate with the other government departments and utilities companies for the work on site.
- (m) Maintain a site record of the daily activities on site and submit monthly returns to relevant parties as required.
- (n) Monitor all environmental, health and safety aspects of the contractors work. Report all non-compliance of safety procedures immediately to the contractor's representative and the project team, and record this in the site record book.
- (o) Submit progress, technical, accident and special reports to the project team as required.
- (p) Attend client and contractors progress meetings as required.
- (q) Witness on-site and off-site tests as required by the contract and record the results in the site record book.
- (r) Carry out inspection of defects and outstanding work at the completion of the contract.
- (s) Advise the Supervising Officer concerning the rectification of defects by the contractor during the Defect Liability Period.
- (t) Attend site audits and follow up the corrective actions on non-compliance.
- (u) Carry out such other duties as directed by the Supervising Officer's representatives.

4. **Resident Clerk of Works (RCOW)**

4.1 **Qualifications:**

The minimum qualifications required for the post of Resident Clerk of Works shall be as follows:

- (a) Diploma or Higher Certificate in Building Studies from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College/ Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent / Engineering qualifications (Clause 1.0 of this Annex refers).
- (b) 8 years' relevant post-qualification experience / 5 years' relevant experience as RACOW or equivalent in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook.
- (c) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) /Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (d) Degree, certificate, Dip or higher Dip in occupational safety and health or in construction safety^,

[Note ^ For any works contract with a pre-tender estimate higher than \$500 million, at least one of the RSE/RA or RCOW/RACOW shall possess the academic qualification acceptable for registration as Registered Safety Officer in addition to other academic/professional qualification required for the post, to act as safety advisor to the Supervising Officer.]

4.2 **Duties and Responsibilities:**

The duties of the Resident Clerk of Works shall include, but not be limited to, the following:

- (a) Responsible to the Consultant (the Supervising Officer) for the supervision of project(s) assigned to him and carry out duties of a Clerk of Works under the direction of the Consultant (the Supervising Officer) and in accordance with Site Administration Handbook.
- (b) Monitor the standard of workmanship against the contract documents and good building practice in Hong Kong conforming to the relevant BS or Code of Practice as specified by the Consultant (the Supervising Officer).
- (c) Check samples and related documents against contract requirements and make observations and recommendations to the project team.
- (d) Check contractor's setting out of all elements.
- (e) Monitor the progress of work on site against the approved programme.
- (f) Carry out routine inspections of the building works and check for conformity with the drawings, specification and contract requirements, and report to the project team all unsatisfactory work.
- (g) Attend all site inspections performed by others.
- (h) Manage the supervisory staff assigned to him, allocate appropriate duties to them, and check the attendance of his staff.

- (i) Liaise with the project team on all site matters.
- (j) Liaise and co-ordinate with the other government departments and utilities companies for the work on site.
- (k) Maintain a site record of the daily activities on site and submit monthly returns to relevant parties as required.
- (l) Monitor all environmental, health and safety aspects of the contractors work. Report all non-compliance of safety procedures immediately to the contractor's representative and the project team, and record this in the site record book.
- (m) Submit progress, technical, accident and special reports to the project team as required.
- (n) Attend client and contractors progress meetings as required.
- (o) Witness on-site and off-site tests as required by the contract and record the results in the site record book.
- (p) Carry out inspection of defects and outstanding work at the completion of the contract.
- (q) Advise the Supervising Officer concerning the rectification of defects by the contractor during the Defect Liability Period.
- (r) Attend site audits and follow up the corrective actions on non-compliance.
- (s) Carry out such other duties as directed by the Supervising Officer's representatives.
- ^(t) Supervise and monitor the implementation of the Safety Plan/Contractor's site safety obligations set out in the contract;
- ^(u) Oversee the Contractor for implementing an effective safety management system and ensuring all persons working on the Site are aware of and comply with the safety requirements stipulated in the Contractor's Safety Plan and obligations set out in the contract;
- ^(v) Maintain a safety diary;
- ^(w) Carry out weekly site inspections with the Safety Officer(s) and complete inspection checklists;
- ^(x) Prepare independent detailed reports on dangerous occurrences and serious incidents/accidents and provide advice to the Supervising Officer;
- ^(y) Co-ordinate amongst the RSS team and the Contractor's site team(s) with a view to ensuring that the safety matters are in full compliance with the contract requirements;
- ^(z) Comment on the Contractor's method statements and risk assessments which are job/task-specific for the activities on the Site and ensure all potential and foreseeable hazards are effectively prevented/mitigated with proper site administrative and engineering control measures in place;
- ^(za) Prepare independent monthly reports for discussion at the meetings of the Site Safety Management Committee;
- ^(zb) Attend meetings of the Site Safety Committee and the Site Safety Management Committee and provide site safety advice for enhancing the site safety performance and safety of the workforce; and
- ^(zc) Upon notice of imminent danger, advise the Supervising Officer to suspend the Contractor's works.

[Guidance Note: ^ For works contracts with estimated contract sums of over \$500 million, and if applicable, Clauses (t) to (zc) should apply.]

5. **Resident Assistant Clerk of Works (RACOW)**

5.1 **Qualifications:**

The minimum qualifications required for the post of Resident Assistant Clerk of Works shall be as follows:

- (a) Diploma or Higher Certificate in Building Studies from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College/ Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent / Engineering qualifications (Clause 1.0 of this Annex refers).
- (b) Three years' relevant post-qualification experience / 5 years' relevant experience inclusive of 1 year relevant experience as RWS or equivalent in Building discipline in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook / 3 years' relevant experience inclusive of 1 year relevant experience as RWSI or equivalent in Building discipline in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook.
- (c) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) /Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (d) Degree, certificate, Dip or higher Dip in occupational safety and health or in construction safety^,

[Note ^ For any works contract with a pre-tender estimate higher than \$500 million, at least one of the RSE/RA or RCOW/RACOW shall possess the academic qualification acceptable for registration as Registered Safety Officer in addition to other academic/professional qualification required for the post, to act as safety advisor to the Supervising Officer.]

5.2 **Duties and Responsibilities:**

The duties of the Resident Assistant Clerk of Works shall include, but not be limited to, the following:

- (a) Responsible to the Consultant (the Supervising Officer) and Clerk of Works to carry out the duties of an Assistant Clerk of Works under the direction of the Clerk of Works and in accordance with Site Administration Handbook.
- (b) Assist Clerk of Works in the supervision of contract works and maintain all site records.
- (c) Assist in the control of works supervisory grade staff.
- (d) Monitor labour resources, progress, materials and equipment used on site.
- (e) Responsible for the upkeep of site records including site record books.
- (f) Liaise with the project team, utility companies and other government departments on site.
- (g) Check whether the correct materials and equipment have been delivered to site by contractors and that only those approved material and equipment are installed.
- (h) Witness on-site tests as required by the contract and record the results in the site record book.

- (i) Identify discrepancies in the contract documents and report to his supervisor.
- (j) Check site safety and environmental protection issue on site and report to his superior in case of any non-conformity occurred.
- (k) Attend site audits as required.
- (l) Monitor the progress of building outstanding works and defects rectification works.
- (m) Carry out all such other duties as directed by the Supervising Officer's representatives.
- ^(n) Supervise and monitor the implementation of the Safety Plan/Contractor's site safety obligations set out in the contract;
- ^(o) Oversee the Contractor for implementing an effective safety management system and ensuring all persons working on the Site are aware of and comply with the safety requirements stipulated in the Contractor's Safety Plan and obligations set out in the contract;
- ^(p) Maintain a safety diary;
- ^(q) Carry out weekly site inspections with the Safety Officer(s) and complete inspection checklists;
- ^(r) Prepare independent detailed reports on dangerous occurrences and serious incidents/accidents and provide advice to the Supervising Officer;
- ^(s) Co-ordinate amongst the RSS team and the Contractor's site team(s) with a view to ensuring that the safety matters are in full compliance with the contract requirements;
- ^(t) Comment on the Contractor's method statements and risk assessments which are job/task-specific for the activities on the Site and ensure all potential and foreseeable hazards are effectively prevented/mitigated with proper site administrative and engineering control measures in place;
- ^(u) Prepare independent monthly reports for discussion at the meetings of the Site Safety Management Committee;
- ^(v) Attend meetings of the Site Safety Committee and the Site Safety Management Committee and provide site safety advice for enhancing the site safety performance and safety of the workforce; and
- ^(w) Upon notice of imminent danger, advise the Supervising Officer to suspend the Contractor's works.

[Guidance Note: ^ For works contracts with estimated contract sums of over \$500 million, and if applicable, Clauses (n) to (w) should apply.]

6. Resident Works Supervisor Class I (Building) (RWSI(Building))

6.1 Qualifications:

The minimum qualifications required for the post of Resident Works Supervisor Class I (Building) shall be as follows:

- (a) Ordinary Certificate in Building Studies from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent / Engineering qualifications (Clause 1.0 of this Annex refers); or

Successfully completed a recognized Technician Apprenticeship in an appropriate discipline; or

Successfully completed a recognised Craft Apprenticeship with two years' experience as a skilled worker in appropriate discipline; or

5 years' experience as a skilled worker in appropriate discipline.

- (b) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) / Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (c) 3 years' relevant post-qualification experience / 3 years' relevant experience as RWSII or equivalent in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook.

6.2 Duties and Responsibilities:

The duties of the Resident Works Supervisor Class I (Building) shall include, but not be limited to, the following:

- (a) Responsible on site to and under close supervision of the Clerk of Works who shall assign his duties on a day-to-day basis and follow procedures in Site Administration Handbook.
- (b) Assist in the supervision of contract works including checking of setting out, leveling, cuttings, footings and excavations by contractors.
- (c) Assist in the supervision of mixing, placing and curing of concrete.
- (d) Assist in the supervision of the making of concrete cubes and the cutting of steel bars by the contractors for subsequent testing.
- (e) Assist in the recording of labour, materials and plant delivered to site for compilation of site records by the Clerk of Works.
- (f) Escort the delivery of concrete cubes and other building materials to laboratories for testing as instructed.
- (g) Keep approval samples in lockable storage and check against the materials delivered to site.
- (h) Witness all site tests.
- (i) Attend site audits as required.
- (j) Carry out all such other duties as directed by supervising officers.

7. **Resident Works Supervisor Class II (Building) (RWSII (Building))**

7.1 **Qualifications:**

The minimum qualifications required for the post of Resident Works Supervisor Class II (Building) shall be as follows:

- (a) Ordinary Certificate in Building Studies from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic/Hong Kong Polytechnic University/Hong Kong Technical College/Hong Kong Technical Institute/Hong Kong Institute of Vocational Education, or equivalent / Engineering qualifications (Clause 1.0 of this Annex refers); or

Successfully completed a recognized Technician Apprenticeship in an appropriate discipline; or

Successfully completed a recognised Craft Apprenticeship with two years' experience as a skilled worker in appropriate discipline; or

5 years' experience as a skilled worker in appropriate discipline.

- (b) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) /Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

7.2 **Duties and Responsibilities:**

The duties of the Resident Works Supervisor Class II (Building) shall include, but not be limited to, the following:

- (a) Responsible on site to and under close supervision of the Clerk of Works who shall assign his duties on a day-to-day basis and follow procedures in Site Administration Handbook.
- (b) Assist in the supervision of contract works including checking of setting out, leveling, cuttings, footings and excavations by contractors.
- (c) Assist in the supervision of mixing, placing and curing of concrete.
- (d) Assist in the supervision of the making of concrete cubes and the cutting of steel bars by the contractors for subsequent testing.
- (e) Assist in the recording of labour, materials and plant delivered to site for compilation of site records by the Clerk of Works.
- (f) Escort the delivery of concrete cubes and other building materials to laboratories for testing as instructed.
- (g) Keep approval samples in lockable storage and check against the materials delivered to site.
- (h) Witness all site tests.
- (i) Attend site audits as required.
- (j) Carry out all such other duties as directed by supervising officers.

8. Resident Senior Building Services Engineer (RSBSE)**8.1 Qualifications:**

The minimum qualifications required for the post of Resident Senior Building Services Engineer shall be as follows:

- (a) MHKIE or equivalent, i.e. Corporate member of a professional institution recognized for corporate membership in the status of registered professional engineer (RPE) of the Hong Kong Institution of Engineers (HKIE) in the Building Services Engineering or Electrical Engineering or Mechanical Engineering Discipline, or equivalent.
- (b) At least 5 years' relevant post-qualification experience in building services engineering, electrical engineering or mechanical engineering.

8.2 Duties and Responsibilities:

The Resident Senior Building Services Engineer shall assist the Project Building Services Engineer and the duties shall include, but not be limited to, the following:

- (a) Assist the Project Building Services Engineer in matters relating to government procedures, standards and the handling of contractual matters.
- (b) Assist in the monitoring and reporting of the performance of the building services contractors.
- (c) Ensure that the agreed work phasing and programmes are strictly adhered to.
- (d) Liaise and co-ordinate with ArchSD staff and design consultant team on matters relating to building services work.
- (e) Prepare monthly progress and management reports, forecast site supervision resources requirement for the building services installations.
- (f) Assist in the formulation of contractual arrangements for building services work.
- (g) Supervise and manage site supervisory staff of the building services team.
- (h) Assist in the vetting of the building services variation works.
- (i) Assist in the preparation of the contractor performance reports.
- (j) Resolve any dispute arising from utility companies, BS contractors, other contractor, client and other government departments on issues relating to BS installations.
- (k) Inspect and witness the testing and commissioning of BS installations.
- #(l) Participate in the weekly safety walk.
- #(m) Carry out spot checking of high risk construction activities.
- #(n) Carry out daily review with the Contractor of all high risk activities.
- (o) Carry out any other duties as and when required by the Project Building Services Engineer.

[Guidance Note: # Clauses (l), (m) & (n) are only applicable to "mega works project", which is defined as public works construction contract having contract sum exceeding \$1,000 million.]

9. **Resident Building Services Engineer (RBSE)**

9.1 **Qualifications:**

The minimum qualifications required for the post of Resident Building Services Engineer shall be as follows:

- (a) MHKIE or equivalent, i.e. Corporate member of a professional institution recognized for corporate membership in the status of registered professional engineer (RPE) of the Hong Kong Institution of Engineers (HKIE) in the Building Services Engineering or Electrical Engineering or Mechanical Engineering Discipline, or equivalent.
- (b) Relevant experience in building services engineering, electrical engineering or mechanical engineering.

9.2 **Duties and Responsibilities:**

The Resident Building Services Engineer shall assist the Project Building Services Engineer and the duties shall include, but not be limited to, the following:

- (a) Assist the Project Building Services Engineer on matters relating to government procedures, standards and the handling of contractual matters.
- (b) Assist in the monitoring and reporting of the performance of the building services contractors.
- (c) Ensure that the agreed work phasing and programmes are strictly adhered to.
- (d) Liaise and co-ordinate with ArchSD staff and design consultant team on matters relating to building services work.
- (e) Prepare monthly progress and management reports, forecast site supervision resources requirement for the building services installations.
- (f) Assist in the formulation of contractual arrangements for building services work.
- (g) Supervise and manage site supervisory staff of the building services team.
- (h) Assist in the vetting of the building services variation works.
- (i) Assist in the preparation of the contractor performance reports.
- (j) Resolve any dispute arising from utility companies, BS contractors, other contractor, client and other government departments on issues relating to BS installations.
- (k) Inspect and witness the testing and commissioning of BS installations.
- #(l) Participate in the weekly safety walk.
- #(m) Carry out spot checking of high risk construction activities.
- #(n) Carry out daily review with the Contractor of all high risk activities.
- (o) Carry out any other duties as and when required by the Project Building Services Engineer

[Guidance Note: # Clauses (m), (n) & (o) are only applicable to “mega works project”, which is defined as public works construction contract having contract sum exceeding \$1,000 million.]

10. Resident Senior Building Services Inspector (RSBSI)**10.1 Qualifications:**

The minimum qualifications required for the post of Resident Senior Building Services Inspector shall be as follows:

- (a) A Diploma or Higher Certificate in Building Services Engineering or Electrical Engineering or Mechanical Engineering from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent.
- (b) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) / Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (c) 12 years' relevant experience including 4 years working experience in the capacity of Building Services Inspector, or equivalent.

10.2 Duties and Responsibilities:

The Resident Senior Building Services Inspector shall assist the Project Building Services Engineer in technical and site matters and the duties shall include, but not be limited to, the following:

- (a) Assist the Project Building Services Engineer in all aspects of supervision of building services work on site within the contracts and the maintenance of site records.
- (b) Assist in the administration and control of Building Services Inspector, Assistant Building Services Inspector and Works Supervisory grade staff.
- (c) Monitor labour resources, progress, materials and equipment used on site.
- (d) Responsible for the upkeep of site records including site record books and submission of all monthly returns.
- (e) Liaise and co-ordinate with other contractors, utility companies, client and government departments on site matters.
- (f) Solve minor disputes/conflicts between various contractors, utility companies, client and government departments on site.
- (g) Ensure the correct materials and equipment are delivered to site by contractors and that only those approved materials and equipment are installed.
- (h) Assist in the checking of any site measurements of building services works and payments claimed by contractors.
- (i) Assist in the site survey of existing building services installations during the construction stage, including submission of proposals for additional, alteration or repair works.
- (j) Inspect and witness the testing and commissioning of building services installations.
- (k) Monitor the progress of building services outstanding works and defects rectification works.
- (l) Assist the Project Building Services Engineer in the checking of building services operation and maintenance manuals and as-fitted drawings submitted by various contractors.
- (m) Carry out all such other duties as directed by the Project Building Services Engineer.

11. **Resident Building Services Inspector (RBSI)**

11.1 **Qualifications:**

The minimum qualifications required for the post of Resident Building Services Inspector shall be as follows:

- (a) A Diploma or Higher Certificate in Building Services Engineering or Electrical Engineering or Mechanical Engineering from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent.
- (b) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) /Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (c) 8 years' relevant experience including 4 years' working experience in the capacity of Assistant Building Services Inspector, or equivalent.

11.2 **Duties and Responsibilities:**

The Resident Building Services Inspector shall assist the Project Building Services Engineer in technical and site matters and the duties shall include, but not be limited to, the following:

- (a) Assist the Project Building Services Engineer in all aspects of supervision of building services work on site within the contracts and the maintenance of site records.
- (b) Assist in the administration and control of Assistant Building Services Inspector and Works Supervisory grade staff.
- (c) Monitor labour resources, progress, materials and equipment used on site.
- (d) Responsible for the upkeep of site records including site record books and submission of all monthly returns.
- (e) Liaise and co-ordinate with other contractors, utility companies, client and government departments on site matters.
- (f) Solve minor disputes/conflicts between various contractors, utility companies, client and government departments on site.
- (g) Ensure the correct materials and equipment are delivered to site by contractors and that only those approved materials and equipment are installed.
- (h) Assist in the checking of any site measurements of building services works and payments claimed by contractors.
- (i) Assist in the site survey of existing building services installations during the construction stage, including submission of proposals for additional, alteration or repair works.
- (j) Inspect and witness the testing and commissioning of building services installations.
- (k) Monitor the progress of building services outstanding works and defects rectification works.
- (l) Assist the Project Building Services Engineer in the checking of building services operation and maintenance manuals and as-fitted drawings submitted by various contractors.
- (m) Carry out all such other duties as directed by the Project Building Services Engineer.

12. Resident Assistant Building Services Inspector (RABSI)**12.1 Qualifications:**

The minimum qualifications required for the post of Resident Assistant Building Services Inspector shall be as follows:

- (a) A Diploma or Higher Certificate in Building Services Engineering or Electrical Engineering or Mechanical Engineering from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent.
- (b) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) / Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (c) 3 years' relevant post-qualification experience of site supervision of building services installations.

12.2 Duties and Responsibilities:

The Resident Assistant Building Services Inspector shall assist the Building Services Inspector in technical and site matters and the duties shall include, but not be limited to, the following:

- (a) Assist the Building Services Inspector on all aspects of supervision of building services work on site within the contracts and the maintenance of site records.
- (b) Assist in the administration and control of Works Supervisory grade staff.
- (c) Monitor labour resources, progress, materials and equipment used on site.
- (d) Responsible for the upkeep of site records including site record books and submission of all monthly returns.
- (e) Liaise and co-ordinate with other contractors, utility companies, client and government departments on site matters.
- (f) Solve minor disputes/conflicts between various contractors, utility companies, client and government departments on site.
- (g) Ensure the correct materials and equipment are delivered to site by contractors and that only those approved materials and equipment are installed.
- (h) Assist in the checking of site measurements of building services works and payments claimed by contractors.
- (i) Assist in the site survey of existing building services installations during the construction stage, including submission of proposals for additional, alteration or repair works.
- (j) Inspect and witness the testing and commissioning of building services installations.
- (k) Monitor the progress of building services outstanding works and defects rectification works.
- (l) Assist the Building Services Inspector in the checking of building services operation and maintenance manuals and as-fitted drawings submitted by various contractors.
- (m) Carry out all such other duties as directed by the Building Services Inspector.

13. Resident Works Supervisor Class I (Building Services) (RWSI(BS))**13.1 Qualifications:**

The minimum qualifications required for the post of Resident Works Supervisor Class I (Building Services) shall be as follows:

- (a) A Certificate in Building Services Engineering or Electrical Engineering or Mechanical Engineering from Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent; or

5 years' experience as a skilled worker in the field of Building Services Engineering or Electrical Engineering or Mechanical Engineering; or

Successfully completed a recognized Technician Apprenticeship in Building Services Engineering or Electrical Engineering or Mechanical Engineering; or

Successfully completed a recognised Craft Apprenticeship with two years' experience as a skilled worker in Building Services Engineering or Electrical Engineering or Mechanical Engineering.
- (b) 3 years' relevant post-qualification experience of site supervision of building services and E&M installations / 3 years' relevant experience of site supervision of building services and E&M installations as RWSII or equivalent in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook.
- (c) A knowledge of English and Chinese equivalent to Form 3 (before 2012)/Secondary 3 standard.

13.2 Duties and Responsibilities:

The Resident Works Supervisor Class I (Building Services) is responsible to the Building Services Inspector in technical and site matters and the duties shall include, but not be limited to, the following:

- (a) Assist the Building Services Inspector on all aspects of supervision of building services work on site within the contracts and the maintenance of site records.
- (b) Assist in the monitoring of labour resources, progress, materials and equipment used on site.
- (c) Assist in the checking of site measurements of building services works and payments claimed by contractors.
- (d) Assist in the site survey of existing building services installations during the construction stage, including submission of proposals for additional, alteration or repair works.
- (e) Assist in the inspection of testing and commissioning of building services installations.
- (f) Assist in the checking of building services operation and maintenance manuals and as-fitted drawings submitted by various contractors.
- (g) Carry out all such other duties as directed by the Building Services Inspector.

14. Resident Works Supervisor Class II (Building Services) (RWSII(BS))

14.1 Qualifications:

The minimum qualifications required for the post of Resident Works Supervisor Class II (Building Services) shall be as follows:

- (a) A Certificate in Building Services Engineering or Electrical Engineering or Mechanical Engineering from Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent; or

5 years' experience as a skilled worker in the field of Building Services Engineering or Electrical Engineering or Mechanical Engineering; or

Successfully completed a recognized Technician Apprenticeship in Building Services Engineering or Electrical Engineering or Mechanical Engineering; or

Successfully completed a recognised Craft Apprenticeship with two years' experience as a skilled worker in Building Services Engineering or Electrical Engineering or Mechanical Engineering.

- (b) A knowledge of English and Chinese equivalent to Form 3 (before 2012)/Secondary 3 standard.

14.2 Duties and Responsibilities:

The Resident Works Supervisor Class II (Building Services) is responsible to the Building Services Inspector on technical and site matters and the duties shall include, but not be limited to, the following:

- (a) Assist the Building Services Inspector on all aspects of supervision of building services work on site within the contracts and the maintenance of site records.
- (b) Assist in the monitoring of labour resources, progress, materials and equipment used on site.
- (c) Assist in the checking of site measurements of building services works and payments claimed by contractors.
- (d) Assist in the site survey of existing building services installations during the construction stage, including submission of proposals for additional, alteration or repair works.
- (e) Assist in the inspection of testing and commissioning of building services installations.
- (f) Assist in the checking of building services operation and maintenance manuals and as-fitted drawings submitted by various contractors.
- (g) Carry out all such other duties as directed by the Building Services Inspector.

15. Resident Landscape Architect (RLA)**15.1 Qualifications:**

The minimum qualifications required for the post of Resident Landscape Architect shall be as follows-

- (a) Professional member or Fellow of the Hong Kong Institute of Landscape Architects (HKILA), or a Registered Landscape Architect.
- (b) At least # years' post-qualification experience in landscape architecture.

15.2 Duties and Responsibilities:

The Resident Landscape Architect will assist the Project Landscape Architect/the Supervising Officer* and the duties shall include, but not be limited to, the following:

- (a) Assist the Project Landscape Architect/the Supervising Officer* in matters relating to government procedures, standards and the handling of contractual matters with respect to hard & soft landscape work (including hydroseeding, tree survey, tree surgery/preservation/transplanting/felling of existing trees and any other arboricultural works, and Establishment Works).
- (b) Monitor landscape contractor's performance and assist the Project Landscape Architect/the Supervising Officer* in preparing landscape contractor's performance report.
- (c) Monitor landscape contractor's progress according to the agreed programme, identify reasons of delay and advise the Project Landscape Architect/the Supervising Officer* on necessary regulatory actions, and make recommendations on the technical matters.
- (d) Liaise and co-ordinate with ArchSD staff, consultants (team), resident site staff, utility companies and other government departments on matters relating to landscape works (interfaces with various trades/professions, hard and soft landscape detailing, materials and workmanship, builder's work requirements, statutory compliance etc.)
- (e) Prepare monthly progress and management report, forecast site supervision resources requirement and prepare any other draft report with respect to hard and soft landscape works.
- (f) Attend site audits and follow up the corrective actions on non-compliance for reporting to the Project Landscape Architect/the Supervising Officer*.
- (g) Attend site and co-ordination meetings.
- (h) Inspect and witness on site and off-site tests on landscape works, check soiling/planting/maintenance materials (on-site and off-site including holding/transit nursery), and make recommendation to the Project Landscape Architect/the Supervising Officer*.
- (i) Prepare and/or check site measurements of arboricultural and soft landscape works for submission to the Project Landscape Architect/Project Quantity Surveyor.
- (j) Assist in the vetting of the landscape variation works.
- (k) Monitor all environmental, health and safety aspects with respect to arboricultural and soft landscape works on site. Report all non-compliance of safety procedure immediately to the contractor's representative, and record this in the site record book for reporting to the Resident Architect/the Supervising Officer*.

- (l) Assist the Project Landscape Architect/the Supervising Officer* in resolving site problems and conflicts among various trades of the Contractor and utilities authorities in relation to landscape works and interfaces.
- (m) Monitor all precautionary measures and protective works to landscape works (in particular tree preservation/transplanting/pruning and soil erosion control) all along the construction progress (including demolition, site formation & piling).
- (n) Report to the Project Landscape Architect/the Supervising Officer* and identify remedial action for any damage to landscape works (including preserved/transplanted trees and soil contamination) by the Contractor, or by other.
- (o) Check Contractor's landscape submissions (materials, samples, laboratory test reports, method statements including temporary works and Establishment Works etc) against contract requirements/specifications, and make comment/recommendation to the Project Landscape Architect/the Supervising Officer*.
- (p) Prepare defects/snag lists, supervise and inspect rectification (including replanting) works for completion & compliance, arrange pre-hand over/handover meetings for landscape works upon :
 - Substantial Completion of the Contract Works
 - Expiry of Establishment Period
- (q) Supervise and manage the landscape site staff assigned to him/her, allocate appropriate duties for them and check attendance of his/her staff.
- #(r) Participate in the weekly safety walk.
- #(s) Carry out spot checking of high risk construction activities.
- #(t) Carry out daily review with the Contractor of all high risk activities.
- (u) Carry out all such other duties as and when required by the Project Landscape Architect/the Supervising Officer*.

[Guidance Note: # Clauses (r), (s) & (t) are only applicable to "mega works project", which is defined as public works construction contract having contract sum exceeding \$1,000 million.]

Note:

The DR's Delegate has to estimate the nature and complexity of landscape and/or arboricultural works involved, and to insert the relevant years of experience required based on available information.

* *Amend/delete as appropriate*

16. Resident Senior Field Officer (RSFO)**16.1 Qualifications:**

The minimum qualifications required for the post of Resident Senior Field Officer shall be as follows:

- (a) Diploma or High Certificate in an appropriate discipline from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical Institute / Hong Kong Institute of Vocational Education, or equivalent.
- (b) At least # years' relevant post-qualification experience including landscape projects, countryside / flora / wildlife field survey and management.
- (c) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) / Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

16.2 Duties and Responsibilities:

The Resident Senior Field Officer will assist the Resident Landscape Architect / the Project Landscape Architect* and the duties shall include, but not be limited to, the following:

- (a) Assist the Resident Landscape Architect/Project Landscape Architect* in the supervision of soft landscape works (soiling, planting, transplanting, tree survey, tree surgery/preservation/transplanting/felling of existing trees and other arboricultural works, hydroseeding and Establishment Works, etc.) and maintain all related site records.
- (b) Liaise and co-ordinate with project team members on site in association with soft landscape works.
- (c) Monitor the standard of workmanship and material for soft landscape works against the contract documents and good horticultural & arboricultural practice in Hong Kong conforming to the relevant BSEN or BS or Code of Practice as specified by the Project Landscape Architect*.
- (d) Assist the Resident Landscape Architect in preparing/submitting* the progress, technical, accident and special reports on soft landscape works to the Resident Landscape Architect/Project Landscape Architect*.
- (e) Attend site audits and follow up the corrective actions on non-compliance for reporting to the Resident Landscape Architect/Project Landscape Architect*.
- (f) Monitor all environmental, health and safety aspects of the soft landscape works on site. Report all non-compliance of safety procedure immediately to the contractor's representative, and record this in the site record book for reporting to the Resident Landscape Architect/Project Landscape Architect*.
- (g) Advise the Resident Landscape Architect/Project Landscape Architect* concerning the rectification of defects of soft landscape works during the Defect Liability Period and Establishment Period.
- (h) Carry out inspection of defects rectification and outstanding work for soft landscape work upon:
 - Substantial Completion of the Contract Works
 - Expiry of Establishment Period

- (i) Monitor labour resources, progress, materials and equipment used on site for soft landscape works against agreed programme, contract specifications and approved method statements.
- (j) Check materials, samples, laboratory test reports and related document for soft landscape works against contract requirements/specifications, and make comment/recommendation to the Resident Landscape Architect/Project Landscape Architect*.
- (k) Advise on soft landscape issues on site.
- (l) Carry out routine inspections of the soft landscape works and check for conformity with the approved drawings, contract specifications/requirements and approved method statements, to identify faulty materials and workmanship for rectification and compliance, and report to the Resident Landscape Architect/Project Landscape Architect* all unsatisfactory and non-compliance works.
- (m) Provide guidance to the Field Officer(s) I and II * in the preparation of site measurements and check site measurement of soft landscape works for submission to the Resident Landscape Architect/Project Landscape Architect*.
- (n) Supervise, control and direct the work of Field Officer(s) I and II * (including the checking of attendance of his/her staff).
- (o) Assist other residential site staff and project team members to liaise with utility companies and government departments on all site matters with respect to soft landscape works (including interfaces with other works on site).
- (p) Carry out all such other duties as directed by his/her supervisor.

Note:

The DR's Delegate has to estimate the nature and complexity of landscape and/or arboricultural works involved, and to insert the relevant years of experience required based on available information. A minimum of 12 years' post-qualification experience / 4 years' relevant experience as RFOI or equivalent in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook is recommended.

* *Amend/delete as appropriate*

17. Resident Field Officer Class I (RFOI)**17.1 Qualifications:**

The minimum qualifications required for the post of Resident Field Officer Class I shall be as follows:

- (a) Diploma or High Certificate in an appropriate discipline from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical institute / Hong Kong Institute of Vocational Education , or equivalent.
- (b) At least # years' relevant post qualification experience including landscape projects, countryside / flora / wildlife field survey and management.
- (c) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) /Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

17.2 Duties and Responsibilities

The duties of the Resident Field Officer Class I shall include, but not be limited to, the following:

- (a) Responsible to the Project Landscape Architect/ the Resident Landscape Architect/ and the Senior Field Officer* and carry out the duties of a Field Officer under the direction of the Senior Field Officer/Resident Landscape Architect*.
- (b) Assist his/her supervisor in the supervision of soft landscape works (soiling, planting, tree surgery/preservation/transplanting/felling of existing trees and other arboricultural works, hydroseeding and Establishment Works, etc.) and maintain all related site records.
- (c) Carry out routine inspections of the soft landscape works and check for conformity with the approved drawings, contract specifications/requirements and approved method statements and to identify faulty materials and workmanship for rectification and compliance, and report to his/her supervisor all unsatisfactory and non-compliance works.
- (d) Responsible for collecting, compiling and up keeping of site records including site record book.
- (e) Witness on-site tests and/or collect laboratory test samples for soft landscape works as required by the contract, and record the results in the site record book.
- (f) Identify discrepancies in the contract documents and report to his/her supervisor.
- (g) Check site safety and environmental protection issue related to soft landscape works on site and report to superior in case of a non-conformity occurred.
- (h) Check compliance of safety precautions by landscape contractor for soft landscape works on site.
- (i) Attend site audits as required.
- (j) Assist his/her supervisor in the preparation of site measurements and compilation of site records on soft landscape works.
- (k) Report to his/her supervisor on site on the progress, quality of materials and workmanship and related issues on soft landscape works.

- (l) Assist his/her supervisor in liaison and co-ordination with project team members, utility companies and government departments on site in association with soft landscape works (including interfaces with other works on site).
- (m) Keep approved samples in lockable and appropriate storage, and check against the materials delivered to site.
- (n) Carry out detailed site checking of soiling, planting and maintenance materials, and off-site (including holding/transit nursery) checking of the above materials, and off-site (including holding/transit nursery) checking of the above materials before and during works on site.
- (o) Monitor progress on site against the agreed programme, and maintain record on Establishment Works.
- (p) Escort the delivery of soiling materials to laboratories for testing as instructed.
- (q) Check contractor's setting out of all elements of soft landscape works (including soil mounding, planting works and tree transplanting).
- (r) Carry out all such other duties as directed by his/her supervisor.

Note:

The DR's Delegate has to estimate the nature and complexity of landscape and/or arboricultural works involved, and to insert the relevant years of experience required based on available information. A minimum of 8 years' post-qualification experience / 7 years' relevant experience as RFOII or equivalent in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook is recommended.

* *Amend/delete as appropriate*

18. Resident Field Officer Class II (RFOII)**18.1 Qualifications:**

The minimum qualifications required for the post of Resident Field Officer Class II shall be as follows:

- (a) A Diploma or Higher Certificate in Management Studies; Natural Science or a related subject from Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Polytechnic / Hong Kong Polytechnic University / Hong Kong Technical College / Hong Kong Technical institute / Hong Kong Institute of Vocational Education, or equivalent; or

An acceptable diploma from an agriculture or forestry school/college, or equivalent.

- (b) At least # years' relevant post qualification experience including landscape projects, countryside/flora/wildlife field survey and management.
- (c) *Met the language proficiency requirements of Level 2* or above in English Language and Chinese Language in Hong Kong Certificate of Education Examination (HKCEE) /Hong Kong Diploma of Secondary Education Examination (HKDSEE), or equivalent.*

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

18.2 Duties and Responsibilities

The duties of the Resident Field Officer Class II shall include, but not limited to, the following:

- (a) Responsible to the Project Landscape Architect/the Resident Landscape Architect/ and the Senior Field Officer * and carry out the duties of a Field Officer under the direction of the Senior Field Officer/Resident Landscape Architect*.
- (b) Assist his/her supervisor in the supervision of soft landscape works (soiling, planting, tree surgery/ preservation/transplanting/felling of existing trees and other arboricultural works, hydroseeding and Establishment Works, etc.) and maintain all related site records.
- (c) Carry out routine inspections of the soft landscape works and check for conformity with the approved drawings, contract specifications/requirements and approved method statements, and report to his/her supervisor all unsatisfactory and non-compliance works.
- (d) Assist his/her supervisor in collecting, compiling and up keeping of site records including site record book.
- (e) Witness on-site tests and/or collect laboratory test samples for soft landscape works as required by the contract, and record the results in the site record book.
- (f) Assist his/her supervisor in identifying discrepancies in the contract documents and report to his/her supervisor.
- (g) Assist his/her supervisor in checking site safety and environmental protection issue related to soft landscape works on site and report to superior in case an non-conformity occurred.
- (h) Assist his/her supervisor in checking compliance of safety precautions by landscape contractor for soft landscape works on site.
- (i) Attend site audits as required.
- (j) Assist his/her supervisor in the preparation of site measurements and compilation of site records on soft landscape works.

- (k) Report to his/her supervisor on site on the progress, quality of materials and workmanship and related issues on soft landscape works.
- (l) Keep approved samples in lockable and appropriate storage, and check against the materials delivered to site.
- (m) Assist his/her supervisor in carrying out detailed site checking of soiling, planting and maintenance materials, and off-site (including holding/transit nursery) checking of the above materials, and off-site (including holding/transit nursery) checking of the above materials before and during works on site.
- (n) Monitor progress on site against the agreed programme, and maintain record on Establishment Works.
- (o) Escort the delivery of soiling materials to laboratories for testing as instructed.
- (p) Check contractor's setting out of all elements of soft landscape works (including soil mounding, planting works and tree transplanting).
- (q) Carry out all such other duties as directed by his/her supervisor.

Note:

The DR's Delegate has to estimate the nature and complexity of landscape and/or arboricultural works involved, and to insert the relevant years of experience required based on available information. A minimum of 1 year is recommended.

* *Amend/delete as appropriate*

19. Resident Geotechnical Engineer (RGE)**19.1 Qualifications:**

The minimum qualifications required for the post of Resident Geotechnical Engineer shall be as follows:

- (a) A Registered Professional Engineer (Geotechnical) or equivalent as recognized by the Geotechnical Engineering Office of Civil Engineering and Development Department.
- (b) # years of post-qualification experience in the field of * _____.

19.2 Duties and Responsibilities:

The duties of the Resident Geotechnical Engineer shall include, but not be limited to, the following:

- (a) Achieve at least the minimum standard of supervision equivalent to a resident geotechnical engineer working in Architectural Services Department. The normal duties are outlined in Local Manual No. 4 issued by Architectural Services Department.
- (b) Ensure that the Geotechnical Engineering Works is carried out in accordance with the design assumptions, specifications, contract requirements, and good engineering practice.
- (c) Assist “The Supervising Officer” in the contract administration with respect to Geotechnical Engineering Works.
- (d) Monitor the performance of contractors and sub-contractors.
- (e) Carry out any other duties as stated in Development Bureau Technical Circulars, Architectural Services Department Local Manual No. 4, Project Administration Handbook & Structural Engineering Instructions when acting as Resident Geotechnical Engineer.
- #(f) Participate in the weekly safety walk.
- #(g) Carry out spot checking of high risk construction activities.
- #(h) Carry out daily review with the Contractor of all high risk activities.
- (i) Carry out any other duties specified by the liaison geotechnical engineer/consultant due to the nature of geotechnical engineering works required in the project.

[Guidance Note: # Clauses (f), (g) & (h) are only applicable to “mega works project”, which is defined as public works construction contract having contract sum exceeding \$1,000 million.]

Note:

The DR’s Delegate has to estimate the nature of geotechnical engineering works involved and to insert the relevant years of experiences required based on available information. A minimum of 2 years is recommended.

* *The DR’s Delegate has to estimate the nature of geotechnical engineering works and the relevant professional experiences required in the project based on available information.*

20. Resident Structural Engineer (RSE)**20.1 Qualifications:**

The minimum qualifications required for the post of Resident Structural Engineer shall be as follows:

- (a) Registered Professional Engineer (Civil or Structural). For holders of qualification in the field of Civil Engineering Discipline, appropriate experience in structural engineering design and practice is required.
- (b) # years of post-qualification experience in the field of * _____.
- (c) Degree, certificate, Dip or higher Dip in occupational safety and health or in construction safety^,

[Note ^ For any works contract with a pre-tender estimate higher than \$500 million, at least one of the RSE/RA or RCOW/RACOW shall possess the academic qualification acceptable for registration as Registered Safety Officer in addition to other academic/professional qualification required for the post, to act as safety advisor to the Supervising Officer.]

20.2 Duties and Responsibilities:

The duties of the Resident Structural Engineer shall include, but not be limited to, the following:

- (a) Achieve at least the minimum standard of supervision equivalent to a resident structural engineer working in the Architectural Services Department. The normal duties are outlined in Local Manual No. 4 issued by Architectural Services Department.
- (b) Ensure that the Structural Engineering Works are carried out in accordance with the design assumptions, specifications, contract requirements, and good engineering practice.
- (c) Assist “The Supervising Officer” in the contract administration with respect to Structural Engineering Works.
- (d) Monitor the performance of contractors and sub-contractors.
- (e) Carry out any other duties as stated in Development Bureau Technical Circulars, Architectural Services Department Local Manual No. 4, Project Administration Handbook & Structural Engineering Instructions when acting as Resident Structural Engineer.
- #(f) Participate in the weekly safety walk.
- #(g) Carry out spot checking of high risk construction activities.
- #(h) Carry out daily review with the Contractor of all high risk activities.
- (i) Carry out any other duties specified by the liaison structural engineer/consultant due to the nature of structural engineering works required in the project.

[Guidance Note: # Clauses (g), (h) & (i) are only applicable to “mega works project”, which is defined as public works construction contract having contract sum exceeding \$1,000 million.]

- ^(j) Supervise and monitor the implementation of the Safety Plan/Contractor's site safety obligations set out in the contract;
- ^(k) Oversee the Contractor for implementing an effective safety management system and ensuring all persons working on the Site are aware of and comply with the safety requirements stipulated in the Contractor's Safety Plan and obligations set out in the contract;
- ^(l) Maintain a safety diary;
- ^(m) Carry out weekly site inspections with the Safety Officer(s) and complete inspection checklists;
- ^(n) Prepare independent detailed reports on dangerous occurrences and serious incidents/accidents and provide advice to the Supervising Officer;
- ^(o) Co-ordinate amongst the RSS team and the Contractor's site team(s) with a view to ensuring that the safety matters are in full compliance with the contract requirements;
- ^(p) Comment on the Contractor's method statements and risk assessments which are job/task-specific for the activities on the Site and ensure all potential and foreseeable hazards are effectively prevented/mitigated with proper site administrative and engineering control measures in place;
- ^(q) Prepare independent monthly reports for discussion at the meetings of the Site Safety Management Committee;
- ^(r) Attend meetings of the Site Safety Committee and the Site Safety Management Committee and provide site safety advice for enhancing the site safety performance and safety of the workforce; and
- ^(s) Upon notice of imminent danger, advise the Supervising Officer to suspend the Contractor's works.

[Guidance Note: ^ For works contracts with estimated contract sums of over \$500 million, and if applicable, Clauses (i) to (s) should apply.]

Note:

- # *The DR's Delegate has to estimate the nature of structural engineering works involved and to insert the relevant years of experiences required based on available information.*
- * *The DR's Delegate has to estimate the nature of structural engineering works and the relevant professional experiences required in the project based on available information.*

21. Resident Assistant Structural Engineer (RASE)**21.1 Qualifications:**

The minimum qualifications required for the post of Resident Assistant Structural Engineer shall be as follows:

- (a) A bachelor's degree in civil or structural engineering with relevant experience.
- (b) # years of post-qualification experience in the field of * _____.

21.2 Duties and Responsibilities:

The duties of the Resident Assistant Structural Engineer shall include, but not be limited to, the following:

- (a) Achieve at least the minimum standard of supervision equivalent to a resident structural engineer working in the Architectural Services Department. The normal duties are outlined in Local Manual No. 4 issued by Architectural Services Department.
- (b) Ensure that the Structural Engineering Works are carried out in accordance with the design assumptions, specifications, contract requirements, and good engineering practice.
- (c) Assist "The Supervising Officer" in the contract administration with respect to Structural Engineering Works.
- (d) Monitor the performance of contractors and sub-contractors.
- (e) Carry out any other duties as stated in Development Bureau Technical Circulars, Architectural Services Department Local Manual No. 4, Project Administration Handbook & Structural Engineering Instructions when acting as Resident Structural Engineer.
- (f) Carry out any other duties specified by the liaison structural engineer/consultant due to the nature of structural engineering works required in the project.

Note:

The DR's Delegate has to estimate the nature of structural engineering works involved and to insert the relevant years of experiences required based on available information. A minimum of 3 years' post-academic qualification experience for those with Degree from University or equivalent in an appropriate discipline, with formal training pre-approved by appropriate professional institution/institute / A minimum of 5 years' post-academic qualification experience in professional field and level for those with Degree from University or equivalent in an appropriate discipline is recommended.

* *The DR's Delegate has to estimate the nature of structural engineering works and the relevant professional experiences required in the project based on available information.*

22. Senior Resident Quantity Surveyor (SRQS)**22.1 Qualifications:**

The minimum qualifications required for the post of Senior Resident Quantity Surveyor shall be as follows:

- (a) Member of the Hong Kong Institute of Surveyors (Quantity Surveying Division).
- (b) 5 years' relevant post qualification experience.

22.2 Duties and Responsibilities:

The duties in relation to the Assignment of the Senior Resident Quantity Surveyor shall include, but not be limited to, the following:

- (a) Taking up the roles and actions of the representative or delegate of the *Project Manager/*Cost Manager as appropriate under the Works Contract as assigned by the Consultant;
- (b) Assessment of payments, compensation events/variations/claims, *[Guidance Note: **Add the following statement for main Option C:** defined costs and fees target prices, pain-gain shares.]* etc. for the Works Contract;
- (c) Dispute avoidance and resolution for the Works Contract;
- (d) Resolution of project risks and site problems of the Works Contract and the project;
- (e) Performance management of the Contractor and their subcontractors and suppliers; *[Guidance Note: Delete if not applicable.]*
- (f) Financial management and forecasting of the Works Contract and the project;
- (g) Monitoring of achievement of objectives, targets and key performance indicators of the Works Contract and the project;
- (h) Resolution of public enquiries and complaints in relation to the Works Contract and the project;
- (i) Adoption of New Engineering Contract (NEC), Building Information Modelling (BIM), electronic communication system and/or other smart technologies as appropriate to facilitate the site supervision and contract management of the Works Contract;
- (j) Collaboration with other RSS ranks for delivery of the Works Contract and the project in safe, efficient and cost effective manner with good quality;
- (k) Management of RSS subordinates and site offices; and
- (l) Other duties related to this Agreement, the Works Contract or the project as may be assigned by the head of the RSS team, their supervisors and the Consultant from time to time.

Note:

* Amend/delete as appropriate

23. Resident Quantity Surveyor (ROS)**23.1 Qualifications:**

The minimum qualifications required for the post of Resident Quantity Surveyor shall be as follows:

- (a) Member of the Hong Kong Institute of Surveyors (Quantity Surveying Division).

23.2 Duties and Responsibilities:

The duties in relation to the Assignment of the Resident Quantity Surveyor shall include, but not be limited to, the following:

- (a) Taking up the roles and actions of the representative or delegate of the *Project Manager/*Cost Manager as appropriate under the Works Contract as assigned by the Consultant;
- (b) Assessment of payments, compensation events/variations/claims, *[Guidance Note: **Add the following statement for main Option C:** defined costs and fees target prices, pain-gain shares.]* etc. for the Works Contract;
- (c) Dispute avoidance and resolution for the Works Contract;
- (d) Resolution of project risks and site problems of the Works Contract and the project;
- (e) Performance management of the Contractor and their subcontractors and suppliers; *[Guidance Note: Delete if not applicable.]*
- (f) Financial management and forecasting of the Works Contract and the project;
- (g) Monitoring of achievement of objectives, targets and key performance indicators of the Works Contract and the project;
- (h) Resolution of public enquiries and complaints in relation to the Works Contract and the project;
- (i) Adoption of New Engineering Contract (NEC), Building Information Modelling (BIM), electronic communication system and/or other smart technologies as appropriate to facilitate the site supervision and contract management of the Works Contract;
- (j) Collaboration with other RSS ranks for delivery of the Works Contract and the project in safe, efficient and cost effective manner with good quality;
- (k) Management of RSS subordinates and site offices; and
- (l) Other duties related to this Agreement, the Works Contract or the project as may be assigned by the head of the RSS team, their supervisors and the Consultant from time to time.

Note:

* Amend/delete as appropriate

24. Assistant Resident Quantity Surveyor (AROS)

24.1 Qualifications:

The minimum qualifications required for the post of Assistant Resident Quantity Surveyor shall be as follows:

- (a) Degree from University in Hong Kong or equivalent in an appropriate discipline.
- (b) 3 years' relevant post qualification experience.

24.2 Duties and Responsibilities:

The duties in relation to the Assignment of the Assistant Resident Quantity Surveyor shall include, but not be limited to, the following:

- (a) Provision of professional assistance to RSS at professional ranks or above in the delivery of their actions of the representative or delegate of the *Project Manager/*Cost Manager as appropriate under the Works Contract as assigned by the Consultant;
- (b) Provision of professional assistance to RSS at professional ranks or above in the delivery of all their other assigned duties related to Works Contracts and the project;
- (c) Collaboration with other RSS ranks for delivery of the Works Contract and the project in safe, efficient and cost effective manner with good quality; and
- (d) Other duties related to this contract, the Works Contract or the project as may be assigned by the head of the RSS team, their supervisors, RSS at professional ranks or above and the Consultant from time to time.

Note:

* *Amend/delete as appropriate*

25. Resident Survey Officer (Quantity) (RSO(Q))**25.1 Qualifications:**

The minimum qualifications required for the post of Resident Survey Officer (Quantity) shall be as follows:

- (a) Diploma or Higher Certificate from the Construction Industry Council in Hong Kong / Hong Kong Institute of Construction / Hong Kong Institute of Vocational Education / Hong Kong Technical Institute / Hong Kong Technical College / Hong Kong Polytechnic / Hong Kong Polytechnic University, or equivalent in an appropriate discipline.

25.2 Duties and Responsibilities:

The duties in relation to the Assignment of the Resident Survey Officer (Quantity) shall include, but not be limited to, the following:

- (a) Provision of relevant technical support to RSS at professional ranks or above in the delivery of their actions of the representative or delegate of the *Project Manager / *Cost Manager as appropriate under the Works Contract as assigned by the Consultant;
- (b) Provision of technical support to RSS at professional ranks or above in the delivery of their other assigned duties associated with the Works Contract and the project for:
 - (1) Assessment of payments, compensation events/variations/claims, **[Guidance Note: Add the following statement for main Option C: defined costs and fees target prices, pain-gain shares,] etc.*
 - (2) Dispute avoidance and resolution
 - (3) Site measurement
 - (4) Financial forecasting
 - (5) BIM
 - (6) Resolution of project risks and site problems
 - (7) Performance monitoring of the Contractor and their subcontractors and suppliers
 - (8) Quality management
 - (9) Monitoring of achievement of objectives, targets and key performance indicators
 - (10) Co-ordination and liaison with other relevant parties
 - (11) Record keeping and verification, etc.
- (c) Collaboration with other RSS ranks for delivery of the Works Contract and the project in safe, efficient and cost effective manner with good quality; and
- (d) Other duties related to this Agreement, the Works Contract or the project as may be assigned by the head of the RSS team, their supervisors, RSS at professional ranks or above and the Consultant from time to time.

Note:

* *Amend/delete as appropriate*

26. Resident Accounting Officer (RAO)**26.1 Qualifications:**

The minimum qualifications required for the post of Resident Accounting Officer shall be as follows:

- (a) Degree from University in Hong Kong or equivalent in accountancy.
- (b) 8 years' relevant post qualification experience in accounting or auditing.

26.2 Duties and Responsibilities:

The duties in relation to the Assignment of the Resident Accounting Officer shall include, but not be limited to, the following:

- (a) Provision of relevant accounting support to RSS at professional ranks or above in the delivery of their actions of the representative or delegate of the *Project Manager / *Cost Manager as appropriate under Works Contract as assigned by the Consultant;
- (b) Provision of accounting support to RSS at professional ranks or above in the delivery of their other assigned duties associated with Works Contract and the project for:
 - i. open book accounting
 - ii. subcontracting and payment checking
 - iii. site measurement
 - iv. record management
 - v. financial management
 - vi. quality management
 - vii. adoption of NEC
 - viii. performance management of the Contractors and their subcontractors and suppliers
 - ix. monitoring of achievement of objectives, targets and key performance indicators
 - x. co-ordination and liaison with other relevant parties
 - xi. record keeping and verification, etc.
- (c) Collaboration with other RSS ranks for delivery of the Works Contract and the project in safe, efficient and cost effective manner with good quality;
- (d) Management of RSS subordinates; and
- (e) Other duties related to this Agreement, the Works Contract or the project as may be assigned by the head of the RSS team, their supervisors, RSS at professional ranks or above and the Consultant from time to time.

Note:

* *Amend/delete as appropriate*

27. Resident Clerical Officer (RCO)**27.1 Qualifications:**

The minimum qualifications required for the post of Resident Clerical Officer shall be as follows:

- (a) Passes in five subjects including Chinese Language and English Language ("Syllabus B" before 2007) at Level 2 or Grade E* and Mathematics at Grade E or above in the Hong Kong Certificate of Education Examination (HKCEE)

or

a combination of FIVE – Level 2 in New Senior Secondary subjects / "Attained" in a maximum of two Applied Learning Subjects / Grade E in Other Language subjects including Chinese Language and English Language at Level 2 and Mathematics at Level 2 in Compulsory or Extended Parts or above in the Hong Kong Diploma of Secondary Education Examination (HKDSEE).

or equivalent.

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (b) Knowledge in application of common business software (e.g. Microsoft Word and Excel).
- (c) Minimum of 6 years' experience of staff administration and office management / 6 years' relevant experience as RACO or equivalent in public works projects or those listed in Section 4.5.2 of the RSS Management Handbook is also required.

27.2 Duties and Responsibilities:

The Resident Clerical Officer shall assist the Professional Staff of ArchSD and the duties shall include, but not be limited to, the following:

- (a) Undertake a highly responsible supervisory role relating to general clerical duties.
- (b) Ensure out-going documents are properly addressed and all enclosures are attached.
- (c) Search for precedent files and other papers, weed and trace files and other documents.
- (d) Ensure the efficient acquisition, circulation and amendment of documents, publications, papers, lists etc.
- (e) Carry out any other duties as and when required by the Professional staff.

28. Resident Assistant Clerical Officer (RACO)**28.1 Qualifications:**

The minimum qualifications required for the post of Resident Assistant Clerical Officer shall be as follows:

- (a) Passes in five subjects including Chinese Language and English Language ("Syllabus B" before 2007) at Level 2 or Grade E* and Mathematics at Grade E or above in the Hong Kong Certificate of Education Examination (HKCEE)

or

a combination of FIVE – Level 2 in New Senior Secondary subjects / "Attained" in a maximum of two Applied Learning Subjects / Grade E in Other Language subjects including Chinese Language and English Language at Level 2 and Mathematics at Level 2 in Compulsory or Extended Parts or above in the Hong Kong Diploma of Secondary Education Examination (HKDSEE).

or equivalent.

*[Note * Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.]*

- (b) Chinese word processing speed of 20 word per minute and English word processing speed of 30 word per minute.
- (c) Knowledge in application of common business software (e.g. Microsoft Word and Excel).
- (d) Minimum of 2 years' experience of staff administration and office management is also required.

28.2 Duties and Responsibilities:

The Resident Assistant Clerical Officer shall assist the Professional Staff of ArchSD and the duties shall include, but not be limited to, the following:

- (a) Undertake general clerical duties relating to consultant liaison works.
- (b) Scrutinize and sort incoming correspondence and arrange special delivery and collection service.
- (c) Ensure out-going documents are properly addressed and all enclosures are attached.
- (d) Ensure proper filing, cross-referencing of documents, attachment of relevant papers, precedents, copying and extraction of material and that no outstanding action remains before files are put away.
- (e) Search for precedent files and other papers, weed and trace files and documents.
- (f) Carry out any other duties as and when required by the Professional staff.

29 Resident Assistant Clerical Officer (Labour Relations)**29.1 Qualifications:**

The minimum qualifications required for the post of Resident Assistant Clerical Officer (Labour Relations) shall be as follows:

- (a) Attaining five subjects at grade 'E' or above in the Hong Kong Certificate of Education Examination (HKCEE) (including Chinese, English (Syllabus B) and Mathematics) or equivalent.

[Notes :

(1) Grade E in Chinese Language and English Language (Syllabus B) in previous HKCEE are accepted administratively as comparable to Level 2 in Chinese Language and English Language in the 2007 HKCEE and henceforth.

*(2) a combination of **FIVE** – Level 2 in New Senior Secondary subjects / "Attained" in a maximum of two Applied Learning Subjects / Grade E in Other Language subjects including Chinese Language and English Language at Level 2 and Mathematics at Level 2 in Compulsory or Extended Parts or above in the Hong Kong Diploma of Secondary Education Examination (HKDSEE) are accepted administratively as comparable to the qualifications as required in Section 29.1(a) .]*

- (b) Full-time working experience on personnel management or human resources related duties and preferably with post-secondary certificate on personnel management or human resources; or

For recruitment exercises encountered with recruitment difficulty subject to substantiation by the Consultants and acceptance by the managing department, post-secondary certificate on personnel management or human resources may be considered.

- (c) Good command of both oral and written English and Chinese.
- (d) Knowledge in application of common business software (e.g. Microsoft Word and Excel).

29.2 Duties and Responsibilities:

The duties of the Resident Assistant Clerical Officer (Labour Relations) shall include, but not be limited to, the following:

- (a) Act as a one-point contact for the Site Workers on Site on any enquiries in relation to employment matters.
- (b) Conduct briefing sessions to inform and to educate the Site Workers the benefits of the wage payment control measures being implemented under the Contract, in particular the workers' obligations to report wage arrears.
- (c) Conduct regular site visits to promote the monitoring system and to establish contacts with Site Workers to obtain feedback.
- (d) Monitor payment of wages to assess whether they are made timely by the Contractors and all subcontractors.
- (e) Oversee the setting up and maintenance of a record system on employment contracts, workers attendance, re-deployment, and wage payments.
- (f) Undertake regular physical checks to verify the accuracy and reliability of the records and to identify irregularities, if any, for early intervention.

- (g) Establish a simple and user-friendly complaint system, including the operation of a telephone hotline to receive enquiries from Site Workers on employment matters and to receive reports on wage defaults.
- (h) Alert the Supervising Officer's Representative of anomalies and to refer the same to the Contractor for investigation and appropriate follow-up actions.
- (i) Report to the Supervising Officer's Representative and the Labour Department complaints on wage arrears as soon as they are received and to provide necessary assistance to Labour Department to facilitate investigation and/or dispute resolution where appropriate.
- (j) Carry out random attendance checks, and to record and report the findings to the Supervising Officer's Representative.
- (k) Check the proper operation of the card reading devices of the Construction Workers Registration System, the records of the system and the records of instructions of payment of the wages.
- (l) Prepare the monthly report on payment of the wages and the attendance records to the Supervising Officer based on the daily records and instruction records submitted by the Contractor.
- (m) Attend interviews with the local labour unions and contractors associations, who may visit the Site from time to time to promote the wage payment and monitoring process, to ascertain whether there are any difficulties with the monitoring process and offer assistance where necessary.
- (n) Deal with any duties as may be assigned from time to time by his superior.

The optional duties of RACO(LR) shall include but not be limited to the following:

- (a) Undertake clerical work, including typing, word processing, photocopying, scanning, and printing.
- (b) Assist site supervisory staff in checking of the Contractor's return of form G.F. 527 (Monthly Return of Site Labour Deployment and Wage Rates for Construction Works).
- (c) Assist site supervisory staff in checking Contractor's daily records of registered skilled workers for verifying the Contractor's compliance of employment of registered skilled workers.
- (d) Assist site supervisory staff in taking record photos for verifying the Contractor's performance on cleanliness and tidiness of the Site.
- (e) Check regularly on the information of workers' employers recorded in the attendance recording system against the latest Sub-contractor Management Plan (SMP), and properly document such checks, and alert the Supervising Officer's Representative if the sub-contractor's name is not contained in the SMP.

Note: The assignment of optional duties to the RACO(LR) shall depend on the actual workload of the RACO(LR) and should not jeopardize the discharge of the mandatory duties to monitor the wage payments. Item (e) relates to a recommendation from ICAC on checking of hidden sub-contractors from corruption prevention angle and project officers are recommended to assign this duty to the RACO(LR).

29.3 Administrative Guidelines on the Communication and Reporting Channels for the Resident Assistant Clerical Officer (Labour Relations) (RACO(LR)) :

(1) Background

Under DEVB requirements on selected projects, at the start of a new contract, a Resident Assistant Clerical Officer (Labour Relations) (RACO(LR)) will be appointed to assist the Employer to monitor the payment of wages and to assist him in handling complaints on wages arrears. Under the Contract, the Contractor is required to appoint a Contractor's Labour Officer (CLO) to afford necessary assistance to the RACO(LR). Details of their appointments and their duties list are contained in the Particular Specification for Monitoring of Wage Payment to Site Workers.

Effective reporting / communication channels for RACO(LR) in dealing with wages related matters are essential for early alerting of any identified irregularities to both the Contractor and the Employer. The aim is to resolve the identified irregularities at an early stage and to avoid these developing into cases of wages related incidents, which may draw press / public attention.

(2) Communication and Reporting Channels

(2.1) Between RACO(LR) & CLO

The communication channels will include, but not limit to the following:

- Regular discussions between the RACO(LR) and CLO should be made. The discussions will focus on the required data to be collected, the operation of the card reading devices of the Construction Workers Registration System used for recording attendances of Site Workers and any general difficulties in data collection. The regular discussions shall be held at frequent intervals (could be daily if necessary) but shall not be less than weekly intervals. The RACO(LR) should scrutinize these data for irregularities.
- Regular monthly meetings are to be held between the CLO and the RACO(LR) on overall physically checking and verification of the accuracy of the attendance records and the instruction records. The meeting will also review the overall system, address weakness and devise proposal for improvement. A monthly report will be prepared by the RACO(LR) for discussion in the monthly progress meeting.
- A hotline for the RACO(LR) is to be set up to receive enquiries and reports on wages default. An ad-hoc meeting is to be held immediately on receiving complaints through RACO(LR)'s hotline and / or when anomalies are discovered by the RACO(LR). All relevant information in connection with the case should be validated by the CLO.

(2.2) Between RACO(LR) and the Project Team

The Project Team will be represented through a “Representative” who shall be the Supervising Officer’s /Maintenance Surveyor’s Representative as defined according to the different contract types as listed in Table 1 below.

The Representative will be responsible to a Senior Officer delegated for overseeing the payment of wages. For this purpose, the Senior Officer shall be the designated officer as defined in Table 1 below.

The Representative shall keep the Senior Officer informed immediately of irregularities reported by the RACO(LR).

The RACO(LR)’s reporting channels will include, but not limit to the following:

- A separate agenda in the monthly progress meeting with the project team should be allowed for the RACO(LR) to report his findings in the past month. The monthly status report is to be prepared by the RACO(LR) outlining the following:
 1. Records of complaints and enquiries received in the last month, if any
 2. Records of briefing sessions held, if any
 3. Records of site visits on promotion of monitoring systems and report on any findings / feedback.
 4. Report on monitoring and auditing (physical checking) of records of attendance of the Site Workers, instruction records for payment of wages to the Site Workers and his examination on irregularities found in the past month.
 5. Difficulties, if any, in performing his duties
- If irregularities in payment are found during any interim reporting period, the RACO(LR) should report to the Representative for follow up actions. The Contractor shall also be notified at the same time for immediate attention.
- If complaints on wages related matters are received, the case should be referred to the Representative for detailed examination. The Representative will consider taking appropriate actions in accordance with para. 3.
- If the RACO(LR) received any enquiry from public on wages related matters, he should immediately refer the enquiry to the Representative, who will examine the enquired details. The Representative will refer the enquiry to the Senior Officers for taking appropriate further actions in accordance with the relevant procedures in Core Manual Section 2.2.5 – Public Encounters. CTA/CMD1 should be informed where appropriate.

(3) Role of the Project Team in resolving wages arrears

Under the contract provisions for control measures of payment of wages to the Site Workers, the Contractor has to submit a monthly schedule of wages of all the Site Workers employed or engaged by him and instruction records of payment of wages to the Site Workers’ bank accounts. The Site Workers are expected to make a complaint to the RACO(LR) if they are not paid for wages that they agreed with the Contractor and his sub-contractors of all tiers. In many cases, the RACO(LR) may have to find out from the received records or by spot-checking the Site Workers if there are any wage problems. Based on the Site Workers’ employment contract and site attendance records, the wage disputes can be resolved by the Site Workers, their employers and the Contractor [the involvement of Labour Department should follow the guidelines given under para. 3.1, 3.2 and 3.3]. The project team is to monitor any wage problem and assist in settling the problem through the involvement of the Contractor.

(3.1) Minor irregularities

If late payment is reported by the Site Workers to the RACO(LR), the Representative and the Senior Officer, together with the project team members, shall first examine and discuss the case with the Contractor. If the Contractor can demonstrate that he has no intention of not paying the Site Workers within 7 days after the wage period and the case has not been reported to Labour Department by the Site Workers directly, the Contractor shall be urged to clear up the payment timely and avoid the case from deteriorating further.

If, in the opinion of the project team, the case cannot be settled shortly, it should be immediately referred to the respective Chief Officer, as defined in Table 1 below, to take appropriate actions, such as interviewing the Contractor and demanding for timely improvements to alleviate the case.

(3.2) Major irregularities / Complaints on wages arrears

If the irregularities have developed into cases of major irregularities, the case should be referred to Labour Department via TS/CM.

If a case has attracted media / public attention, the procedures in ArchSD OI 21/2006 on “Reporting of Site Incidents arising from Wages Dispute that have attracted Media/Public Attention” should be followed. The RACO(LR) shall provide the necessary assistance to the Representative in preparing the “Incident Report” in accordance with this OI.

(3.3) Reporting to DEVB and Labour Department (LD)

Reporting to DEVB and LD should follow the procedures as stipulated in the ArchSD OI 21/2006 “Reporting of Site Incidents arising from Wages Dispute that have attracted Media/Public Attention”. TS/CM will assist in initial reporting to LD. Subsequent correspondence between the project team and LD should be copied to TS/CM for information.

TS/CM will also coordinate monthly return to DEVB on cases of wages irregularities.

Communication Channels for Dealing with Wages Related Matters

Contract Type	Representative	Senior Officer	Chief officer
Capital Works – in-house	Supervising Officer's Representative - (PA/PBSE/PSE)	Responsible project officer or the Project Manager at senior professional level	The Supervising Officer for the Contract and alert Chief Project Manager for the Project (CPM) *
Capital Works – outsourced with the Supervising Officer outsourced	Supervising Officer's Representative - (Partner / Director who signs the correspondence)	Senior Project Manager (SPM) for the project	Chief Project Manager for the project (CPM)
Capital Works – outsourced with the Supervising Officer NOT out-sourced	Supervising Officer's Representative - (Partner / Director who signs the correspondence)	Senior Project Manager (SPM) for the project	The Supervising Officer for the Contract and alert Chief Project Manager for the Project (CPM)*
Minor Works Term Contract –in-house	Supervising Officer's Representative - (PA/PBSE/PSE)	Responsible project officer or the Project Manager at senior professional level	The Supervising Officer for the Contract
Minor Works Term Contract – Outsourced (the Supervising Officer in-house)	Supervising Officer's Representative - (Partner / Director who signs the correspondence)	Responsible project officer or the Project Manager at senior professional level	The Supervising Officer for the Contract
D&B - Capital Works contract	Supervising Officer's Representative/ Architect - SOR/A	Senior Project Manager (SPM) for the project	Supervising Officer for the Contract (CPM)
D&B Minor Works Term Contract	Supervising Officer's Representative - Property Services Manager (PSM)	Senior Property Services Manager (SPSM)	Supervising Officer for the Contract (CPSM)
Maintenance Works Term Contract	Maintenance Surveyor's Representative - Property Services Manager (PSM)	Senior Property Services Manager (SPSM)	Maintenance Surveyor for the Contract (CPSM)

Table 1

Note: *The CPM for the project will be alerted for the purpose of endorsing the report on the performance of the Contractor

29.4 Practices on Handling Personal Data

When handling personal data, the RACO(LR) should bear in mind that the interests of the individuals who are the subject of the data should be a primary concern. The RACO(LR) should take special care to safeguard against unauthorized use or disclosure (deliberate or accidental) of personal data. The RACO(LR) should undertake to -

- (a) collect, when necessary adequate but **not excessive** personal data relating to the functions or activities of DEVB;
- (b) provide a **Personal Information Collection Statement** on each means of collection, covering the following –
 - ◆ purposes for which the data are to be used;
 - ◆ whether it is obligatory or voluntary for individuals to supply the data and, if obligatory, the consequences of not doing so;
 - ◆ classes of persons to whom the data may be transferred;
 - ◆ rights of individuals to request access and correction of the personal data; and
 - ◆ name and address of the colleague to whom personal data access and correction requests may be made;
- (c) **restrict the use** (including disclosure and transfer) of personal data to the purposes for which they were to be used at the time of collection. Personal data may be used for other purposes only if the individual concerned voluntarily gives express consent;
- (d) take all reasonably practicable steps to ensure that the personal data collected/held are **accurate** having regard to the purposes for which they are to be used, and are **updated** on a regular basis where appropriate;
- (e) regularly **review the retention periods** for different types of personal data. Personal data must not be kept longer than necessary for the fulfillment of the purposes. Where it is considered useful or necessary to retain records, for example, for statistical or precedent purposes, consideration should be given to erasing any information which directly or indirectly identifies an individual or from which the identity of an individual can be deduced; and
- (f) take all reasonably practicable steps to restrict access to and processing of personal data on a **“need-to-know”** and **“need-to-use”** basis and to ensure that personal data are protected against unauthorized or accidental access, disclosure, processing, erasure or other use.

30. Resident Clerical Assistant (RCA)

30.1 Qualifications:

The minimum qualifications required for the post of Resident Clerical Assistant shall be as follows:

- (a) Completion of Form 4 (before 2012)/Secondary 4 (subjects studied should include Chinese Language, English Language and Mathematics), or equivalent.
- (b) Chinese word processing speed of 20 word per minute and English word processing speed of 30 word per minute.
- (c) Knowledge in application of common business software (e.g. Microsoft Word and Excel).
- (d) Minimum of 1 year's experience of office assistant is also required.

30.2 Duties and Responsibilities:

The Resident Clerical Assistant shall assist the Professional Staff of ArchSD and the duties shall include, but not be limited to, the following:

- (a) General clerical duties of a simple routine nature relating to general administration and consultant liaison works.
- (b) Filing and search for precedent files.
- (c) Arrange and execute delivery and collection service.
- (d) Load and unload equipment, furniture and files.
- (e) Carry out any other duties as and when required by the Professional staff.

Monthly Time-log of Consultant Staff

Consultancy Agreement No. _____

Project Title _____

Name of the Lead*/Sub*-Consultant _____

Discipline: Architectural*/Building Services*/Landscape Architectural*/

Quantity Surveying*/Structural Engineering/Building Surveying*/Project Management*

Monthly Time-log for _____ (Month/Year)

No.	Name	Position	Core personnel (Y/N)	Duration		Time input (Hours)	Major areas of responsibility
				From	To		
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							

* *Delete as appropriate; Lead consultant and Sub-consultant should complete separate time-log sheet.*

I hereby confirm that the staffing involved in the above Consultancy Agreement as recorded in this time-log sheet is correct.

(Name, Post)

(Date)

Letter headed paper of the Consultant

Design Certificate

Agreement No. & Title :

Project Title :

Contract No. & Title :

We, _____ *Name of the Consultant* _____, the Consultant of the captioned Agreement hereby certify that:

- (1) Our design complies with the standards set out in the Agreement and with amendments agreed by the Director's Representative.
- (2) All reasonable and professional skill, care and diligence have been exercised.
- (3) An in-house independent check of the design calculations and contract documents has been undertaken and the design and contract documentation comply with the requirements of the Agreement.

Signed.....

Name

Post Partner/Director

Professional Qualifications.....

Date

[Officers preparing the Brief shall obtain the updated List of Consultants from the ArchSD website. The Secretary of AACSB may be consulted for verifying whether the information contained in the website is the latest version.]

PROJECT SITE SAFETY ADMINISTRATION CHECKLIST

Introduction

This site safety administration checklist indexes the safety related tasks, required under promulgated instructions under DEVB and departmental level, to be performed in different stages of a project for self-checking of project officers and consultants.

Checklist

Item	Directive (see Table 1)	Tasks of Workstage 1 to 3	Remark
1	PAH ⁽¹⁾	<ul style="list-style-type: none"> - Obtaining the health and safety requirements from the client (Stage 1) as per Section 3.3.2(c)(iv) of PAH; and - Reviewing statutory requirements including health and safety (Stage 2 to 3) as per Section 3.3.2(d)(iii) and 3.3.2(e)(iii) of PAH. 	-
2	TC(W) No. 6/2005 ⁽²⁾	Resolving risks from early design stage:- <ul style="list-style-type: none"> - Health and safety of personnel involved in the project; - Safety hazards associated with supply of materials / components; - Safety implications of technology adopted; - Site constraints (e.g. contaminated soil, asbestos, explosives, etc); and - Maintenance risks. 	Applicable to public works project with cost estimate exceeding \$1000M.
3	GN of DfS ⁽³⁾	<ul style="list-style-type: none"> - Designer^(note a) to lead implementation of DfS including: <ul style="list-style-type: none"> o Establishing & updating “Health and Safety File”; o Preparing “Summary of Health and Safety Concern” and “Preliminary Hazard Analysis”; o Preparing “Hazard and Impact Summary”; and o Preparing “Pre-tender Health and Safety Plan”. 	Applicable to projects selected to implement DfS, normally include:- <ul style="list-style-type: none"> - Contract of contract sum exceeding \$500M; and - Not D&B Contract.
Item	Directive (see Table 1)	Tasks of Workstage 4	Remark
4	PAH ⁽¹⁾	Reviewing and re-confirming design and contractual requirements in respect of health and safety as per Section 3.3.2(f)(iii) of PAH.	-
5	Core Manual	<u>Compliance with Buildings Ordinance (Clause 2.4.2.3 of Core Manual)</u> Code of Practices for Site Supervision to be incorporated in SCC21 and SCC96.	-
6	OI No. 36/2009TC ⁽⁴⁾	Incorporating SCC65 - Independent checking for temporary works.	Subject to individual project need.
7	GN of DfS ⁽³⁾	Contracts implementing DfS Incorporating “Pre-tender Health and Safety Plan” and requiring tenderers to submit “Outline Health and Safety Plan” for tender evaluation.	Applicability refers to Item 3.

PROJECT SITE SAFETY ADMINISTRATION CHECKLIST

Item	Directive (see Table 1)	Tasks of Workstage 4	Remark
8	<p>CSSM⁽⁵⁾ and O.I. No. 01/2003⁽⁶⁾</p> <p>CSSM⁽⁵⁾ and O.I. No. 01/2003⁽⁶⁾</p>	<p>New Works Contracts</p> <p>(\$ 4M <= Sum < \$ 20M or Contracts of duration less than 6 months or Quotation Contracts with GCCs) Incorporating Particular Specification on Site Safety (for New Works contract without Pay for Safety and Environmental Scheme) and related SCC.</p> <p>Irrespectively of contract sum, contracts meeting the criteria to impose PFSS as per O.I. 01/2003 shall incorporate Particular Specification on Site Safety (for New Works contract with Pay for Safety Scheme) and related Method of Measurement and SCC.</p> <p>(Contract Sum >= \$ 20M) Incorporating Particular Specification on Site Safety (for New Works contract with Pay for Site Safety and Environmental Scheme) and related Method of Measurement and SCC.</p> <p>Term Contracts</p> <p>(\$ 4M <= Sum < \$ 50M or Contracts of duration less than 12 months or Quotation Contracts with GCCs) Incorporating Particular Specification on Site Safety (for Term Contract without Pay for Safety Scheme) and related SCC.</p> <p>Irrespectively of contract sum, contracts meeting the criteria to impose PFSS as per O.I. 01/2003 shall incorporate Particular Specification on Site Safety (for Term contract with Pay for Safety Scheme) and related Method of Measurement and SCC.</p> <p>(Contract Sum >= \$ 50M) Incorporating Particular Specification on Site Safety (for Term Contract with Pay for Safety Scheme) and related Method of Measurement and SCC.</p>	<p>Other criteria to impose Pay for Safety Scheme shall refer to O.I. No. 01/2003.</p> <p>Other criteria to impose Pay for Safety Scheme shall refer to O.I. No. 01/2003.</p>
9	O.I. No. 57/2009aTC ⁽⁷⁾	<p>Other than GF220 and Quotation Contracts without GCCs</p> <p>Incorporating Particular Specification on Site Cleanliness and Tidiness and related Method of Measurement and SCC.</p>	Public cleaning area (at least 2.5m outside site boundary) shall be incorporated.
10	TC(W) No. 6/2005 ⁽²⁾	<p>Contracts implementing Systematic Risk Management</p> <p>Incorporating Particular Specification for Systematic Risk Management.</p>	Applicability refers to Item 2.
11	O.I. No. 128/2009TC ⁽⁸⁾	Incorporating contractual requirement for limiting the no. of tier of sub-contractor.	Applicable to all public works contracts including maintenance contracts.

PROJECT SITE SAFETY ADMINISTRATION CHECKLIST

Item	Directive (see Table 1)	Tasks of Workstage 4	Remark
12	O.I. No. 01/2003 ⁽⁶⁾	GF220 & Quotation Contracts without GCCs (Sum < \$4M) Incorporating Specification on Site Safety for GF220 & Quotation Contract without GCCs.	-
Item	Directive (see Table 1)	Tasks of Workstage 5 (During Preliminary Works)	Remark
13.1	CSSM ⁽⁵⁾ SCC21 / 96 / 65 Consultancy Brief O.I. No. 04/2007 ⁽⁹⁾	<u>Setting up Safety Organization</u> (Contractor's Setting Up) <ul style="list-style-type: none"> - Number of Safety Officer, Safety Supervisors and Safety Representatives refers to Clause 4 to 7 of Particular Specification on Site Safety or ER4 of Maintenance Term Contracts; - Appointment of RSO to follow Section 7.1.2 & 7.3, Ch. 7 of CSSM; and - Relevant appointment forms of RSO available in AS Intranet (and Consultant Information Centre) under Site Safety. - TCPs' setting up refers to CoP for Site Supervision; and - Provision of ICE refers to SCC65 – independent checking for temporary works. (Consultant's Setting Up) <ul style="list-style-type: none"> - Site supervision resources according to RSS schedule stipulated in Annex 2 to Consultancy Brief; and - TCPs' setting up refers CoP for Site Supervision. 	Measurement of RSO refers to Method of Measurement of Site Safety.
13.2	CSSM ⁽⁵⁾ GN of DfS ⁽³⁾ SSERC ⁽¹⁰⁾	<u>Approving Site Safety Plan</u> Safety plan submission schedule refers to SCC49. Vetting of Site Safety Plan refers to: <ul style="list-style-type: none"> - Clause 3 of Particular Specification on Site Safety; - Checklist for Safety Plan (Appendix VII of Ch. 3 of CSSM); - “Pre-tender Health and Safety Plan” and “Outline Health and Safety Plan” for contract implementing DfS; - Safety and health related keynotes / guidance notes endorsed by SSERC; and - Item 13.3 to 13.9. 	Measurement of Safety Plan refers to Method of Measurement of Site Safety. Applicability of DfS refers to Item 3.
13.3	SSERC ⁽¹⁰⁾	<u>Approving Site Safety (and Environmental) Management Committee Meeting Arrangement</u> <ul style="list-style-type: none"> - Proforma Agenda on Safety and Environmental Management Committee Meeting endorsed by SSERC. 	Measurement refers to Method of Measurement of Site Safety.

PROJECT SITE SAFETY ADMINISTRATION CHECKLIST

Item	Directive (see Table 1)	Tasks of Workstage 5 (During Preliminary Works)	Remark
13.4	CSSM ⁽⁵⁾ SSERC ⁽¹⁰⁾ TC(W) No. 30/2002 ⁽¹¹⁾	<u>Approving Weekly / Daily Safety Inspection Checklists</u> <ul style="list-style-type: none"> - Weekly safety inspection checklist in Appendix 1 of Ch. 8 of CSSM; - Daily / weekly Site Safety and Environmental Checklists endorsed by SSERC; - Formulation of checklist refers to Keynotes on Supervising High Risk Activities on Construction Site endorsed by SSERC; - Checklist for Pre-work safety check (Cl. 16 of PS on Site Safety); and - Checklist for checking after each day's work (Cl. 16 of PS on Site Safety). 	Measurement of Weekly Safety Walk and Site Safety Cycle refer to Method of Measurement of Site Safety.
13.5	O.I. No. 57/2009aTC ⁽⁷⁾ , TCW No. 22/2003 & 22/2003a ⁽¹²⁾ and O.I. No. 10/2004 ⁽¹³⁾	<u>Approving Daily Cleaning / Weekly Tidying Checklists</u> Daily cleaning / weekly tidying checklists to be prepared with reference to PS on Site Cleanliness and Tidiness, TCW No. 22/2003 & 22/2003a and O.I. No. 10/2004.	Measurement refers to Method of Measurement for Site Cleanliness and Tidiness.
13.6	CSSM ⁽⁵⁾ TC(W) No. 12/2001 ⁽¹⁴⁾	<u>Approving Safety Training Arrangement</u> (Contractor's Training) <ul style="list-style-type: none"> - Clause 8 of Particular Specification on Site Safety, including contractor / subcontractor's management, supervisory staff and workers. (Consultant's Training) <ul style="list-style-type: none"> - Safety training requirement of resident site staff; and - Training Kit on Site Safety and Environmental Supervision System available in Consultant Information Centre. 	Measurement of contractor's safety training refers to Method of Measurement of Site Safety. Quarterly return of consultant's training record as per Clause 36(3)(f) of General Conditions of Employment for Consultant.
13.7	CSSM ⁽⁵⁾ OI 13/2003 ⁽¹⁵⁾	<u>Approving Accident / Incident Investigation & Reporting Arrangement</u> <ul style="list-style-type: none"> - Chapter 9 of CSSM; and - Participation of project staff refers to OI 13/2003. 	-
13.8	CSSM ⁽⁵⁾ MPEI ⁽¹⁶⁾ CPIP ⁽¹⁷⁾	<u>Approving Emergency Preparedness Arrangement</u> <ul style="list-style-type: none"> - Chapter 10 of CSSM; - ArchSD Management Plan for Emergency Incidents; and - Departmental Contingency Plan for Influenza Pandemic. 	-

PROJECT SITE SAFETY ADMINISTRATION CHECKLIST

Item	Directive (see Table 1)	Tasks of Workstage 5 (During Preliminary Works)	Remark
13.9	SSMWAS ⁽¹⁸⁾	<u>Encouraging Contractor to participate in Site Safety Model Worker Award Scheme</u> Guidance Notes on Site Safety Model Worker Award Scheme endorsed by DDArchS.	-
Item	Directive (see Table 1)	Tasks of Workstage 5 (During Main Works)	Remark
14	PAH ⁽¹⁾ TC(W) No. 26/2000 ⁽¹⁹⁾ O.I. No. 04/2008 ⁽²⁰⁾ SSERC ⁽¹⁰⁾ GN of DfS ⁽³⁾	<ul style="list-style-type: none"> - Monitoring the compliance of the above mentioned safety and health requirements as per Section 3.3.2(g)(iii) of PAH; - Assessing the safety performance of contractor; - Following up with contractor of poor safety performance; - Performance appraisal of RSO refers to RSO Duties List endorsed by SSERC; and - Contractor to prepare a Construction Health and Safety Plan and make sure that the Health and Safety File is prepared, reviewed, updated and ready for handover at the end of the construction work. 	Applicability of DfS refers to Item 3.
Item	Directive (see Table 1)	Tasks of Workstage 5 (2 Months before Substantial Completion)	Remark
15	SSERC ⁽¹⁰⁾ GN of DfS ⁽³⁾ SSERC ⁽¹⁰⁾ TC(W) No. 26/2000 ⁽¹⁹⁾	<ul style="list-style-type: none"> - Reviewing Site Safety Plan for Defect Liability Period as per paragraph 6 of Guidance Notes on Site Safety and Environmental Supervision System endorsed by SSERC; - Requesting end user or maintenance agent to draw up a list of information for inclusion in the Health and Safety File; - Performance appraisal of RSO refers to RSO Duties List endorsed by SSERC; and - Assessing the safety performance of contractor. 	Applicability of DfS refers to Item 3.
Item	Directive (see Table 1)	Workstage 6 – Post Handover Services	Remark
16	GN of DfS ⁽³⁾ TC(W) No. 26/2000 ⁽¹⁹⁾	<ul style="list-style-type: none"> - Passing the “Health and Safety File” to the client before taking over the project for occupation (or operation) and maintenance; and - Assessing the safety performance of contractor. 	Applicability of DfS refers to Item 3.

Notes:

- a. Designer can be the architect/ engineer/ surveyor/ interior designer and other who specify or alter a design or specify a particular method of work or material.

Table 1: Reference of Site Safety Directives

Item	Abbreviation	Directives ^(notes c)	Issued by	Corresponding Contractual Requirements
1	PAH	Project Administration Handbook	ArchSD	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
2	TC(W) No. 6/2005	TC(W) No. 6/2005 - Implementation of Systematic Risk Management	DEVB	<u>Contractual Requirement</u> ^(notes a) PS on Systematic Risk Management
3	GN of DfS	Guidance Notes of Design for Safety	DEVB	<u>Tender Document</u> Pre-tender Health and Safety Plan
4	O.I. No. 36/2009TC	Independent Checking of the Design, Erection, Use and Removal of Temporary Works	ArchSD	<u>Contractual Requirement</u> ^(notes a) SCC65
5	CSSM	Construction Site Safety Manual	DEVB	<u>Contractual Requirement</u> ^(notes a) PS on Site Safety
6	O.I. No. 01/2003	O.I. No. 01/2003 - Contractual Requirements for Site Safety & Environmental Management	ArchSD	<u>Contractual Requirement</u> ^(notes a) <ul style="list-style-type: none"> • Clause 14(3) of PS on Site Safety - lift shaft safety • Safety specification for GF220 & Quotation Contracts without GCCs
7	O.I. No. 57/2009aTC	O.I. 57/2009aTC – Enhanced Specification for Site Cleanliness and Tidiness	ArchSD	<u>Contractual Requirement</u> ^(notes a) PS on Site Cleanliness and Tidiness
8	TC(W) No. 128/2009TC	OI No. 128/2009TC - Limiting the no. of tier of sub-contractor for high risk	ArchSD	<u>Contractual Requirement</u> ^(notes a) SCC95
9	O.I. No. 04/2007	O.I. No. 04/2007 - Guidelines on Improving Site Supervision of Consultant Managed Projects	ArchSD	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
10	SSERC	Site safety Keynotes / Guidance Notes endorsed by Departmental Site Safety and Environmental Review Committee.	ArchSD	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
11	TC(W) No. 30/2002	TC(W) No. 30/2002 - Implementation of Site Safety Cycle and Provision of Welfare Facilities.	DEVB	<u>Contractual Requirement</u> ^(notes a) Clause 16 of PS on Site Safety

Table 1: Reference of Site Safety Directives

Item	Abbreviation	Directives ^(notes c)	Issued by	Corresponding Contractual Requirements
12	TC(W) No. 22/2003 & 22/2003a	TC(W) No. 22/2003 & 22/2003a - Additional Measures to Improve Site Cleanliness and Control Mosquito Breeding on Construction Sites	DEVB	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
13	O.I. No. 10/2004	O.I. No. 10/2004 - Site Cleanliness, Anti-mosquito Breeding and Rodent Infestation Prevention	ArchSD	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
14	TC(W) No. 12/2001	TC(W) No. 12/2001 - Safety Training for Departmental Staff and RSS	DEVB	<u>Consultancy Brief</u> ^(notes b) Corresponding safety training requirements stipulated in Table 1 and 2 of Annex 2 to the Brief
15	O.I. No. 13/2003	O.I. No. 13/2003 - Workplace Accidents	ArchSD	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
16	MPEI	ArchSD Management Plan for Emergency Incidents	ArchSD	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
17	CPIP	Departmental Contingency Plan for Influenza Pandemic	ArchSD	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
18	SSMWAS	Guidance Notes on Site Safety Modal Worker Award Scheme	ArchSD	Safety promotion scheme endorsed by DDArchS
19	TC(W) No. 26/2000	TC(W) No. 26/2000 - Score Card for Assessment of Site Safety Performance	DEVB	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction
20	O.I. No. 04/2008	O.I. No. 04/2008 - Enhancement Measures on Site Safety	ArchSD	<u>Consultancy Brief</u> ^(notes b) Schedule of General Instruction

Notes:

- a. The standard contractual requirements on site safety and health for incorporation in workstage 4 are available in Intranet QS webpage under “Contractual Documents, Tender and Administration” (or Consultant Information Centre under “Quantity Surveying Branch”).
- b. The directive is stipulated under relevant section of standard consultancy brief available in Intranet under “Consultancies” (or Consultant Information Centre under “Consultant Management / AACSB Handbook”).

- c. The latest version of directives listed in Table 1 can be referred to:-
- i. Items 1, 6, 7, 8, 9, 13, 15 and 20:
Intranet Advisory Services webpage under “Manuals & Integrated Management” (or Consultant Information Centre under “Instructions / Guidelines / Circulars”)
 - ii. Items 2, 3, 4, 5, 11, 12, 14 and 19:
DEVB’s Internet under “Publications and Press Releases”
 - iii. Items 10 and 18:
Intranet Advisory Services webpage under “Site Safety” (or ArchSD’s Internet under “Knowledge Sharing / Site Safety, Health and Environmental Information”)
 - iv. Item 16:
Intranet Advisory Services webpage under “Emergency Management” (or Consultant Information Centre under “Safety / Manual and Handbooks / Training Kit on Site Safety and Environmental Supervision System”)
 - v. Item 17:
Intranet Advisory Services webpage under “Occupational Health & Safety” (or Consultant Information Centre under “Safety / Manual and Handbooks / Training Kit on Site Safety and Environmental Supervision System”)

BIM Execution Plan

The BIM Execution Plan shall include but not limited to the following sections:

1. BIM Execution Plan Overview
2. Project Information
3. BIM Requirements
 - 3.1. BIM Goals
 - 3.2. BIM Uses
 - 3.3. BIM Data
 - 3.4. LOIN Responsibility Matrix
 - 3.5. Meeting Schedule
4. BIM Management
 - 4.1. Roles, responsibilities and authority
[Guidance Note: project officers should select the appropriate BIM use as listed in Attachment 1 to Annex 7 and append this Attachment for the Consultant's reference in preparing his submission.]
 - 4.2. BIM Team Resources, Competency & Training
 - 4.3. BIM Deliverable Schedule (Programme)
5. BIM Process
 - 5.1. Information Management Workflow Diagram
 - 5.2. Common Data Environment (CDE)
 - 5.3. Individual Discipline Modelling
 - 5.4. BIM Coordination and Clash Detection
 - 5.5. Drawing Production
 - 5.6. Model Archive
 - 5.7. BIM Audit Plan
6. BIM Procedures
 - 6.1. BIM Origin Point & Orientation
 - 6.2. Modelling Methodology
 - 6.3. Federation Strategy
 - 6.4. Model Units
 - 6.5. Naming Convention
 - 6.6. Drawing Sheet Templates
 - 6.7. Annotation, dimensions, abbreviation and symbols
 - 6.8. Colour Scheme
7. IT Hardware & Software Solutions
 - 7.1. Software Versions
 - 7.2. Exchange Formats
 - 7.3. Data Security & Back-up
 - 7.4. Hardware Specifications
 - 7.5. IT Upgrades

- 8. Asset Management
 - 8.1. Requirements and Data Structure of As-built BIM Models
 - 8.2. Data Conversion for Integration with **ArchSD PSB's/ Users' Systems*
 - 8.3. Deliverables and Training
 - 8.4. Handover of As-built BIM Models

** Delete if inappropriate*

Demarcation of Works on BIM Adoption

DEVB TC No. 2/2021		Consultancy Agreement [Guidance Note: See Guidance Notes 1 to 3 below]				Notes	
		Lead Consultancy Arrangement		Direct Consultancy Arrangement			
	BIM Use	Lead Consultant	Sub-consultant	Architectural Consultant	Other Consultants	Design Stage	Construction Stage
1	Design Authoring	Carry out design using BIM Take lead to coordinate federated BIM design model	Carry out design using BIM Participate the BIM design model coordination process	Carry out design using BIM Take lead to coordinate federated BIM design model	Carry out design using BIM Participate the BIM design model coordination process	-	-
2	Design Reviews	Take lead to review federated BIM design model	Participate the BIM design review process	Take lead to review federated BIM design model	Participate the BIM design review process	-	-
3	Existing Conditions Modelling	Take lead to incorporate existing site conditions in BIM model	Supply relevant information of existing site conditions for incorporation in BIM model	Take lead to incorporate existing site conditions in BIM model	Supply relevant information of existing site conditions for incorporation in BIM model	-	-
4	Site Analysis	Take lead to conduct site analysis with BIM	N/A	Take lead to conduct site analysis with BIM	N/A	-	-
5	3D Coordination	Carry out clash analysis and resolve conflict with other disciplines Take lead to resolve conflict between disciplines	Carry out clash analysis and resolve conflict with other disciplines Participate the 3D coordination process and contribute the resolve of conflict	Carry out clash analysis and resolve conflict with other disciplines Take lead to resolve conflict between disciplines	Carry out clash analysis and resolve conflict with other disciplines Participate the 3D coordination process and contribute the resolve of conflict	-	-

Demarcation of Works on BIM Adoption

DEVB TC No. 2/2021		Consultancy Agreement [Guidance Note: See Guidance Notes 1 to 3 below]				Notes	
		Lead Consultancy Arrangement		Direct Consultancy Arrangement			
	BIM Use	Lead Consultant	Sub-consultant	Architectural Consultant	Other Consultants	Design Stage	Construction Stage
6	Cost Estimation	Take lead to facilitate the financial model production	Participate to facilitate the financial model production	Take lead to facilitate the financial model production	Participate to facilitate the financial model production	See Note a below	See Note b below
*7	Engineering Analysis	Take lead to conduct engineering analysis with BIM	N/A	Take lead to conduct engineering analysis with BIM	N/A	See Note l below	See Note l below
*8	Facility Energy Analysis	-	-	-	-	-	-
9	Sustainability Evaluation	Take lead to coordinate the use of BIM to meet certification requirement	Participate to coordinate the use of BIM to meet certification requirement	Take lead to coordinate the use of BIM to meet certification requirement	Participate to coordinate the use of BIM to meet certification requirement	See Note j below	See Note j below
10	Space Programming	Take lead to review the model to meet spatial requirement	Participate to review the model to meet spatial requirement	Take lead to review the model to meet spatial requirement	Participate to review the model to meet spatial requirement	See Note c below	-
11	Phase Planning (4D Modelling)	Take lead to review federated BIM 4D model across disciplines	Participate to review federated BIM 4D model with other disciplines	Take lead to review federated BIM 4D model across disciplines	Participate to review federated BIM 4D model with other disciplines	See Note d below	-
12	Digital Fabrication	Take lead to review the details of modular construction unit	Participate to review the details of modular construction unit	Take lead to review the details of modular construction unit	Participate to review the details of modular construction unit	See Note k below	See Note e below
13	Site Utilization Planning	N/A	N/A	N/A	N/A	-	See Note f below

Attachment 1

Demarcation of Works on BIM Adoption

DEVB TC No. 2/2021		Consultancy Agreement				Notes	
		[Guidance Note: See Guidance Notes 1 to 3 below]					
		Lead Consultancy Arrangement		Direct Consultancy Arrangement			
	BIM Use	Lead Consultant	Sub-consultant	Architectural Consultant	Other Consultants	Design Stage	Construction Stage
*14	3D Control and Planning	N/A	N/A	N/A	N/A	-	See Note m below
15	As-Built Modelling	Verify on site the accuracy of as-built BIM models prepared by contractor	Verify on site the accuracy of as-built BIM models prepared by contractor	Verify on site the accuracy of as-built BIM models prepared by contractor	Verify on site the accuracy of as-built BIM models prepared by contractor	-	-
*16	Project System Analysis	N/A	N/A	N/A	N/A	-	-
17	Maintenance Scheduling	N/A	N/A	N/A	N/A	-	See Note g below
*18	Space Management and Tracking	N/A	N/A	N/A	N/A	-	-
*19	Asset Management	N/A	N/A	N/A	N/A	-	See Note n below
20	Drawing Generation (Drawing Production)	Produce drawing deliverables from BIM model	Produce drawing deliverables from BIM model	Produce drawing deliverables from BIM model	Produce drawing deliverables from BIM model	-	-

Demarcation of Works on BIM Adoption

[Guidance Notes:

1. *Follow ArchSD O.I. No. 02/2019 to confirm BIM uses for the project, and obtain necessary approval for omission of mandatory BIM uses and adoption of optional BIM uses under the current DEVB TC(W).*
2. *Delete rows for BIM uses not applicable for the project.*
3. *Delete the inapplicable consultancy arrangement below.*

Legend:

** Delete if inappropriate*

Notes:

- a. *Mandatory for project cost budgeting, project cost control and cost evaluation on design options, etc. at design stage as far as practicable.*
- b. *Mandatory for project cost control, cost evaluation on variation of works, cash flow/spending analysis, etc. at construction stage as far as practicable.*
- c. *Mandatory for checking client spatial requirements such as compliance with the approved schedule of accommodations, reference plot ratio for building projects and site coverage of greenery for building projects, or other spatial requirements relevant to building/civil projects as considered appropriate.*
- d. *Mandatory for the construction activities with very high to extreme risk level identified from the Systematic Risk Management (SRM) according to ETWB TC(W) No. 6/2005 and its subsequent updates (if any) or other identified activities of significant added values at design stage.*
- e. *Mandatory for digitalizing the construction details in the BIM model for mass customized components such as metal cladding, acoustic panels, building façade panels, ceiling panels, acoustic barriers, metal structural members, etc. which are of large quantities and variety in dimensions, shapes, geometries, etc. and modular construction units.*
- f. *Mandatory for the construction activities with very high to extreme risk level identified from the Systematic Risk Management (SRM) according to ETWB TC(W) No. 6/2005 and its subsequent updates (if any) or other identified activities of significant added values at construction stage.*
- g. *Mandatory for providing maintenance attributes for facility structures, fabrics and equipment in the as-built models as considered appropriate.*
- h. *Mandatory for developing/reviewing digital 3D design scheme for a new construction project after TFS has been approved by the Works Branch of DEVB.*
- i. *Mandatory for collecting sufficient and necessary existing site conditions as far as practicable to develop the design scheme and conduct the site analysis for new construction projects.*
- j. *Mandatory for building projects which aim to obtain the Gold or above rating of “BEAM Plus NB V2.0” certification with credit(s) for “BIM Integration”.*

Demarcation of Works on BIM Adoption

- k. Mandatory for modular construction units including those for MiC, DfMA, MiMEP as appropriate.*
- l. Mandatory for conducting at least one engineering analysis which may be related to structural, lighting, solar and shading, airflow, energy, acoustic, thermal, mechanical, people movement, hydraulic, etc. as appropriate in building projects.*
- m. Mandatory for a large-scale project requiring Digital Works Supervision System that digital setting-out, construction checking, etc. as appropriate by means of 3D laser scanners, robotic total stations, etc. shall be adopted as far as practicable.*
- n. Mandatory for identifying the required data sets and data formats which can be extracted from as-built BIM models for the maintenance agencies' use. Besides, underground utilities (UU) surveys by means of photogrammetry, 3D laser scanning, etc. for all opened-up areas are required so that a project UU BIM model can be provided to the maintenance agencies and LandsD for information sharing.*

End of Guidance Note]

Qualifications of the BIM Team

[Guidance Note: To select the required personnel below to suit the different BIM requirements of each project.]

Position	Qualification
BIM Team Leader	1. CIC – Certified BIM Manager (CCBM)
Disciplinary BIM Coordinators : Architectural / Structural/ Building Services	<p><i>[Guidance Note: Include the following requirements if the technical & fee proposals of consultancy agreements to be invited before 1 January 2024]</i></p> <p><u>EITHER</u></p> <ol style="list-style-type: none"> 1. Minimum 3 years related construction project experience; 2. Minimum 1 year practical experience in BIM projects; and 3. Completion of CIC-accredited BIM Coordinator course with effect from 1 July 2022 if the engaged BIM Coordinators are not CIC-Certified BIM Coordinator (CCBC). <p>OR</p> <ol style="list-style-type: none"> 4. CCBC <p><i>[Guidance Note: Include the following requirements if the technical & fee proposals of consultancy agreements to be invited on or after 1 January 2024]</i></p> <p><u>EITHER</u></p> <ol style="list-style-type: none"> 1. CIC-Certified BIM Coordinator (CCBC) <p>OR</p> <ol style="list-style-type: none"> 2. CIC-Certified BIM Coordinator (Associate) and at least half of the BIM Coordinators attaining the qualification of CCBC in the BIM Team
Modeller	<ol style="list-style-type: none"> 1. Diploma holder in construction related discipline; and 2. Minimum 1 year practical experience in BIM projects

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

SCHEDULE OF FEES

STANDARD FORM OF SCHEDULE OF FEES

AGREEMENT NO. _____

SCHEDULE OF FEES

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 - *2. Basis of Fee – Percentage Fees
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 7. Payment for Delays
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 9. Charge Rates for Additional Services
 - *10. Payment for Deployment of Resident Site Staff
 - *10. Payment for Direct Employment of Resident Site Staff
 - *11. Payment for Employment of the Independent Inspection Agent (IIA) *for structural steel works and *for structural precast concrete works
- Annex 1 Schedule of Standard Printing Charges and Standard Charges of Electronic Storage Media

**Delete as appropriate*

AGREEMENT NO. _____

SCHEDULE OF FEES

- | | |
|----------------------------------|---|
| Definition | 1. 'approved' hereinunder means approved in writing by the Director's Representative before the cost, remuneration or expense is incurred. |
| *Basis of Fee –
Lump Sum Fees | <p>*2. (A) The remuneration of the Consultant for the performance of the Services (other than in respect of the Resident Site Staff)⁺ shall be a Lump Sum of #HK\$ _____, subject to the limitations, reservations and adjustments in Schedule of Fees Clauses 4, 5, 6 and 7 and price adjustments under sub-clause (B) of this Clause.</p> <p><i>[⁺omit if no RSS will be employed]</i>
 <i>[# insert the value on Agreement signing. This is the net value of the proposed fee indicated in the accepted fee proposal, which shall (i) include the fees of all professional disciplines to be engaged under the Assignment; and (ii) exclude the adjusted notional value of fee derived in the assessment of Technical and Fee Proposals.]</i></p> <p>(B) (i) There shall be no price adjustment to the interim payments under Schedule of Fees Clause 3 until the first anniversary of the date of commencement of the Agreement as specified in the Brief. On the first and every subsequent anniversary (collectively referred as index update dates), a price adjustment factor equal to $(L - B)/B$ shall be calculated. The interim payments under Schedule of Fees Clause 3 to be invoiced on or after the latest index update date but before the next index update date shall be multiplied by this factor to determine the price adjustment amounts.</p> <p style="padding-left: 40px;">B referred to above is the monthly Consumer Price Index (C) of the due date for commencement of this Agreement and L is the monthly Consumer Price Index (C) of the latest index update date.</p> <p>(ii) "Consumer Price Index (C)" in this Schedule of Fees shall mean the Consumer Price Index (C) (October 2019 - September 2020 based) compiled by the Census and Statistics Department, and published monthly in the Hong Kong Monthly Digest of Statistics, or, in the event that the Index ceases to be compiled, such other Index as is, in the opinion of the Secretary for Development, substantially equivalent.</p> |

**Delete as appropriate*

*Basis of Fee –
Percentage Fees

- *2. (A) The remuneration of the Consultant for the performance of the Services shall be on the basis of an all-inclusive percentage fee of _____ % applied to the appropriate value of the Contract Works, subject to the limitations, reservations and adjustments in Clauses 4, 5, 6 & 7 and the adjustments under sub-clause (B) of this Clause. The appropriate value of the Contract Works shall be the agreed final account value of the Contract Works or, where only part of the Services has been performed, a proportion of the percentage fee in accordance with Clause 3, applied to the estimated value of the Contract Works at the time of completion of the partial Services as approved by the Director's Representative.

[The percentage fee so included shall be :

- (i) particular to the professional discipline(s) to be engaged under the Assignment;*
- (ii) calculated accordingly for the type and value of the Contract Works; and*
- (iii) exclusive of such services to be undertaken by the Director's Representative.]*

- (B) (i) If the agreed final account value of the Contract Works or, where only part of the Services has been performed, the latest approved estimated value of the Contract Works falls into any one of the following ranges, the fee calculated from the percentage fee inserted in sub-clause (A) above shall be adjusted by multiplying the adjustment factors below as appropriate to the range of value of works:

Range of value of works #	Adjustment factor#
On the first HK\$	
On the next HK\$	
Remainder	

[# To be amended as appropriate and to be completed by the DR's Delegate.]

- (ii) Notwithstanding the above, no adjustment under this sub-clause shall be allowed in respect of the Works Contract where the change of value of works is within plus or minus 20% of the total estimated value of the Works Contract at the time of invitation for submission of fee proposals.

- (C) The Consultant shall be deemed to have satisfied himself before inserting his percentage fee in sub-clause (A) above as to the correctness and sufficiency of his percentage fee which shall, except in so far as it is otherwise provided in the Agreement, cover all his risks, liabilities and obligations set out or implied in the Agreement and all matters and things necessary for the proper execution of the Services.

**Delete as appropriate*

- Interim Payment 3. (A) Interim payments on account for the lump sum stipulated in sub-clause (A) of Schedule of Fees Clause 2 shall be made in such amounts and at such times as set out in the Payment Schedule below: (where dates are given these shall be 'invoice' dates)

Payment Schedule

[To provide guidelines for preparation of payment schedules that could satisfy both the cash flow requirements of the Consultant and the payment retention requirements of departments, two typical payment schedules applicable to Design-focused (i.e. Architectural, Building Services, Structural Engineering, Landscape Architectural, Building Surveying) and Non-Design-focused (i.e. Quantity Surveying) assignments for ArchSD projects are shown as follows. The following tables are for illustration only and should be amended as appropriate.]

[Note:

- 1. For consultancy agreements remunerated based on **lump sum fee**, the interim relief measure on "payment upon signing of consultancy agreements" arrangement as promulgated vide DEVB memo ref. DEVB(PS) 106/43 dated 24 January 2020 and 5 March 2021 and 10 March 2022 respectively is further **extended until further notice**; and*
- 2. For consultancy agreements remunerated based on **percentage fee**, the interim relief measure on "advance payment" mechanism as promulgated vide DEVB memo ref. DEVB(PS) 106/43 dated 27 April 2020, 5 March 2021 and 10 March 2022 respectively is further **extended until further notice**.]*

BREAKDOWN OF FEE AMONG WORK STAGES OF DESIGN-FOCUSED AGREEMENT

Work Stage	Services <small>(Notes 2 & 3)</small>	Range of % of Fee <small>(Note 1)</small>	% of Fee
2.	Outline Proposals & Sketch Design		
2.1	(a) Payment Upon Signing of the Agreement <small>(Note 4)</small> [Time-linked] AND/OR (b) Submission of Outline Proposals <small>(Note 4)</small> [Time-linked]	14 ~ 20%	10%
			2%
2.2	Completion of PQDVC pre-vetting (Architectural)		2.5%
2.3	Completion of PQDVC pre-vetting (Structural Engineering)		1%
2.4	Completion of PQDVC pre-vetting (Building Services)		1%
2.5	Completion of PQDVC pre-vetting (Landscape Architectural)		0.5%
2.6	Approval of PQDVC submission		2%
2.7	Completion of other specialist services at Work Stage 2 [Guidance Note: List out the major ones, e.g. Preliminary Environmental Review (PER), Traffic Impact Assessment (TIA) and Tree Preservation and Removal Proposal (TPRP).]		1%
	Sub-total:		20%

Work Stage	Services <i>(Notes 2 & 3)</i>	Range of % of Fee <i>(Note 1)</i>	% of Fee
3.	Detail Design		
3.1	Substantial completion of layout plans showing detailed design intent and services co-ordination (Architectural)	18 ~ 23%	1.5%
3.2	Substantial completion of layout plans showing detailed design intent and services co-ordination (Structural Engineering)		1%
3.3	Substantial completion of schematic diagrams and layout plans showing detailed design intent and services co-ordination (Building Services)		1%
3.4	Substantial completion of layout plans showing detailed design intent and services co-ordination (Landscape Architectural)		1%
3.5	Completion of layout plans showing detailed design intent and services co-ordination		1%
3.6	Submission of list of materials and equipment selected		1%
3.7	Approval of foundation / piling plan by SCU		1%
3.8	Completion of SCCU first submission		0.5%
3.9	Acceptance of building plans by SCCU		0.5%
3.10	Acceptance of drainage plans by SCCU		0.5%
3.11	Acceptance of plumbing plans by WSD		0.5%
3.12	Completion of first submission (including building plans and fire services installation drawings) to FSD		1%
3.13	Acceptance of submission (including building plans and fire services installation drawings) by FSD		1%
3.14	Completion of PQDVC pre-vetting (Architectural)		2%
3.15	Completion of PQDVC pre-vetting (Structural Engineering)		1%
3.16	Completion of PQDVC pre-vetting (Building Services)		1%
3.17	Completion of PQDVC pre-vetting (Landscape Architectural)		0.5%
3.18	Approval of PQDVC submission		1%
3.19	Completion of other specialist services at Work Stage 3 [<i>Guidance Note: List out the major ones, e.g. Preliminary Environmental Review (PER), Traffic Impact Assessment (TIA) and Tree Preservation and Removal Proposal (TPRP).</i>]		1%
	Sub-total:		18%

Work Stage	Services <i>(Notes 2 & 3)</i>	Range of % of Fee <i>(Note 1)</i>	% of Fee
4.	Documentation/Tendering		
4.1	Substantial completion of general floor plans, sections, elevations for main contract tender (Architectural)	22 ~ 30%	2%
4.2	Substantial completion of general floor plans, sections, elevations for main contract tender (Structural Engineering)		1%
4.3	Substantial completion of schematic diagrams, general floor plans, sections, elevations for main contract tender (Building Services)		1%
4.4	Substantial completion of general floor plans, sections, elevations for main contract tender (Landscape Architectural)		1%
4.5	Completion of general floor plans, sections, elevations for main contract tender		1%
4.6	Substantial completion of all particular specifications, detail drawings and schedules for main contract tender (Architectural)		3%
4.7	Substantial completion of all particular specifications, detail drawings and schedules for main contract tender (Structural Engineering)		1%
4.8	Substantial completion of all particular specifications, detail drawings and schedules for main contract tender (Building Services)		1%
4.9	Substantial completion of all particular specifications, detail drawings and schedules for main contract tender (Landscape Architectural)		1%
4.10	Completion of all particular specifications, detail drawings and schedules for main contract tender		1%
4.11	Completion of main contract tender documents		5%
4.12	Tender of main contract		2%
4.13	Award of main contract		2%
	Sub-total:		22%

Work Stage	Services <i>(Notes 2 & 3)</i>	Range of % of Fee <i>(Note 1)</i>	% of Fee
5.	Construction Supervision		
5.1	Completion of 25% of piling works	31 ~ 36%	2.5%
5.2	Completion of 50% of piling works		2.5%
5.3	Completion of 75% of piling works		2.5%
5.4	Completion of 100% of piling works		2.5%
5.5	Completion of 100% of construction works (excluding piling works) <i>(Note 4)</i> [Time-linked]		18%
5.6	Completion of FS inspection		3%
5.7	Issuance of Certificate of Completion		4%
	Sub-total:		35%
6.	Post Handover Services		
6.1	Completion of rectification of defective/ outstanding works on the observation list issued by SCCU and SCU	2 ~ 7%	1%
6.2	Expiry of maintenance period		1%
6.3	Issuance of maintenance certificate		1%
6.4	Signing of final account by contractor		2%
	Sub-total:		5%
	Total:		100%

Note 1: The “Range of % of Fee” indicated in this table serves as a general guidance. It is not mandatory and should be adjusted as appropriate to suit the nature, complexity and scale of individual projects. The “% of Fee” indicated in the rightmost column of the table is indicative only and should be adjusted with respect to the values of fee for the respective consultancy or sub-consultancy services concerned.

Note 2: The breakdown of individual work stages into sub-work stages indicated in this table serves as a general guidance. It is not mandatory and should be amended as appropriate to match as far as possible the likely cashflow of services provided by the Consultant.

Note 3: For term consultancies, the above payment schedule should only be applicable to individual assignments of estimated value exceeding \$14M.

Note 4: (a) *Payment for sub-workstage 2.1(a), 2.1(b) and 5.5 are time-linked and the total amount of payment for these sub-workstages should not normally exceed 30%* of the total lump sum fee. If the procuring department considers to specify a higher percentage of purely time-linked payments than the above limit, detailed justification should be provided in the Stage 1 AACSB submission according to Section 5.6.2(d) of the AACSB Handbook.*

[Monthly payments which normally tie in with progress/value/workdone of individual works contract in the construction phase are not “purely time-linked payments” and shall not be subject to the 30% limit.]*

- (b) *For payment of sub-workstage 2.1(a), 10% maximum of the fee may be payable upon signing of the agreement if the criteria stated in Section 5.6.1 of the AACSB Handbook are satisfied.*
- (c) *The payment schedule shall be endorsed by an officer of D2 rank or above before incorporation into the Schedule of Fees attached to the EOI invitation document and the Stage 1 AACSB submission [For Formula Approach, the endorsement shall be made before the invitation of Technical and Fee Proposals] according to Section 5.6.3 of the AACSB Handbook.*
- (d) *The procuring department should solicit early comment/feedback from consultants on the payment schedule given in the Schedule of Fees during the shortlisting stage according to Section 5.6.4 of the AACSB Handbook.*
- (e) *Before the commencement of a time-linked sub-workstage, the Director's Representative and the Consultant shall agree the estimated time required to complete that sub-workstage so that the total amount of such sub-workstage could be equally divided by the total number of months required to complete it.*
- (f) *The Consultant could receive full monthly payment of a time-linked sub-workstage irrespective of the actual progress in the delivery of services. However, the Director's Representative shall monitor the progress in completing these time-linked sub-workstages. If it is anticipated by the Director's Representative that the completion of a time-linked sub-workstage would be delayed by more than 3 months, the Director's Representative and the Consultant shall agree a revised time-linked payment per month based on the estimated time required to complete the outstanding amount of services for that sub-workstage.*
- (g) *If the Consultant could complete a time-linked sub-workstage earlier, the total amount of this sub-workstage could be fully paid before the anticipated completion time.*
- (h) *The Director's Representative should have the authority to withhold payment of the time-linked sub-workstage if there is evidence indicating that the Consultant fails to proceed with the Agreement diligently; or when the Agreement has been suspended or terminated by the Employer.*
- (i) *The Director's Representative should advise the lead consultants once the substantial completion in respect of each of workstages 3.1 to 3.4, 4.1 to 4.4 and 4.6 to 4.9 has been attained upon the satisfaction of Director's Representative on the detail design drawings / specifications pertaining to the relevant design disciplines.*

Note 5: *Notwithstanding Schedule of Fees Clause 3(A)(b), the Director's Representative has discretion to issue payments even if the amount of fee due associated with the completion of one or more sub-work stages is less than the minimum amount for interim payments.*

BREAKDOWN OF FEE AMONG WORK STAGES OF NON-DESIGN-FOCUSED AGREEMENT

Workstage	Services	Range of % of Fee	Typical Examples of % of Fee	Interim Payment
A	(i) Payment Upon Signing of the Agreement <i>(Notes A)</i> [Time-linked]	5-10	10	<p><i>[Guidance Note: 5% maximum of the fee may be payable upon signing of the agreement if the criteria stated in section 5.6.1 of the AACSB Handbook are satisfied.]</i></p>
	AND/OR			
	(ii) Pre-contract cost planning services			
	(a) Completion of cost estimate for Project Activity Process 2.12		1	
	(b) Completion of cost estimate for Project Activity Process 3.10		1	
B	(c) Completion of cost estimate for Project Activity Process 4.9	35-45	1	<p>Project Activity Processes 2.12, 3.10 and 4.9 refer to those provided in Annexes 4.A.2, 4.A.3 and 4.A.4 respectively of Local Manual No. 3. The relevant process flow charts are provided in the Project Administration Handbook.</p>
	(d) Other pre-contract cost planning services <i>(Notes A)</i> [Time-linked]		2	
	Preparing tender documents and reports on tenders:			
	(a) Completion of front parts ready for vetting by QSAP (i.e. the Quantity Surveying Advisory Panel referred to in Local Manual No. 3 and the Project Administration Handbook)		10	
	(b) Completion of whole set of tender documents ready for tender invitation		20	
	(c) Completion and approval of tender reports from tender board		10	

Workstage	Services	Range of % of Fee	Typical Examples of % of Fee	Interim Payment
B				<p>If parallel tendering is adopted, 80% of the 10% fee for sub-workstage B(c) shall become due if tender report is submitted to tender board, with the remaining 20% becoming due upon approval of tender report.</p> <p><i>[Guidance Note:</i> <i>Subject to the DR's approval, partial payment is allowed under special circumstances e.g. the services under sub-workstage B(b) were practically completed but tenders could not be invited because of project delay.]</i></p>
C	Preparing contract documents	1-2	2	Payment of fee relating to contract shall become due upon signing of contract.
D	Valuations for interim certificates <i>(Notes A)</i> <i>[Time-linked]</i>	10-15	10	Payment by equal instalments over the anticipated main contract period.
E	Post-contract cost control services <i>(Notes A)</i> <i>[Time-linked]</i>	5-15	8	Payment by equal instalments over the anticipated main contract period.
F	Preparing accounts of variations, agreeing final contract sums and assisting in settling contractual claims: (a) Upon progress with regard to the extent of assessment of the final account (b) Upon progress with regard to the extent of agreement reached with the contractor (c) Upon the final account signed and the issue of the Completion of Agreement	25-30	17 5 3	Payment of fee will be certified from time to time, as appropriate, according to the consultant's actual progress of works. <p><i>[Guidance Note:</i> <i>Proportions of fee allocated to sub-workstages F(a), F(b) and F(c) shall generally be in the ratio of 7:2:1 of the overall fee for workstage F.]</i></p>
	Total:		100%	

[Guidance Note:

- (1)(a) *The “Range of % of Fee” indicated in this table serve as a general guidance. It is not mandatory and will vary depending on the nature, complexity, form of contract used and the likely cash flow that will be incurred by the Consultant in undertaking the assignment. The “Typical Examples of % of Fee” indicated in this table is indicative only and should be adjusted with respect to the values of fee for the respective consultancy services concerned.*
- (b) *The breakdown of individual work stages into sub-work stages indicated in this table serves as a general guidance. It is not mandatory and should be amended as appropriate to match as far as possible the likely cashflow of services provided by the Consultant.*
- (c) *The payment schedule shall be endorsed by an officer of D2 rank or above before incorporation into the Schedule of Fees attached to the EOI invitation document and the Stage 1 AACSB submission [For Formula Approach, the endorsement shall be made before the invitation of Technical and Fee Proposals] according to Section 5.6.3 of the AACSB Handbook.*
- (d) *The procuring department should solicit early comment/feedback from consultants on the payment schedule given in the Schedule of Fees during the shortlisting stage according to Section 5.6.4 of the AACSB Handbook.*
- (e) *Notwithstanding Schedule of Fees Clause 3(A)(b), the Director’s Representative has discretion to issue payments even if the amount of fee due associated with the completion of one or more sub-work stages is less than the minimum amount for interim payments.*
- (f) *If the services to be provided under the consultancy agreement cover more than one contract for the project, e.g. a main contract for the works with a separate contract for piling and nominated sub-contracts (NSCs) for building services and lift installations, etc., percentage fees pertaining to workstages and sub-workstages in the typical payment schedule should be suitably apportioned with regard to the relative proportions of the contracts and NSCs concerned.*
- (2) *Payment for sub-workstages A(i), A(ii)(d), D and E are time-linked and the total amount of payment for these sub-workstages should not normally exceed 30%* of the total lump sum fee. If the procuring department considers specifying a higher percentage than the above limit, justification should be provided in the Stage 1 AACSB submission according to Section 5.6.2(d) of the AACSB Handbook.*

[Monthly payments which normally tie in with progress/value/workdone of individual works contract in the construction phase are not “purely time-linked payments” and shall not be subject to the 30% limit.]*

End of Guidance Note]

Notes A:

- (a) *Before the commencement of a time-linked sub-workstage, the Director's Representative and the Consultant shall agree the estimated time required to complete the sub-workstage so that the total amount of such sub-workstage could be equally divided by the total number of months required to complete it.*
- (b) *The Consultant could receive full monthly payment of a time-linked sub-workstage irrespective of the actual progress in the delivery of services. However, the Director's Representative shall monitor the progress in completing these time-linked sub-workstages. If it is anticipated by the Director's Representative that the completion of a time-linked sub-workstage would be delayed by more than 3 months, the Director's Representative and the Consultant shall agree a revised time-linked payment per month based on the estimated time required to complete the outstanding amount of services for that sub-workstage.*
- (c) *If the Consultant could complete a time-linked sub-workstage earlier, the total amount of this sub-workstage could be fully paid before the anticipated completion time.*
- (d) *The Director's Representative should have the authority to withhold payment of the time-linked sub-workstage if there is evidence indicating that the Consultant fails to proceed with the Agreement diligently; or when the Agreement has been suspended or terminated by the Employer.*

Application for payment

- (a) The Consultant shall submit to the Director's Representative his application for interim payment.
- (b) In view of administration efficiency, a minimum amount of \$50,000[#] is applicable to issue of interim payment, ([#] to be amended as appropriate by the project team.)

- (B) Pursuant to Special Conditions of Employment SCE 13 and SCE14, the Consultant shall include the following declaration statements in his covering letter for interim payments submitted under this Agreement:

“We confirm and declare that, pursuant to Special Conditions of Employment SCE13 on Conflict of Interest and Debarring, we have complied with the provisions and requirements stated therein. We further confirm and declare that we have taken action to ensure that our associated companies, associates or associated persons, sub-consultants, employees and agents are aware of and complying with the provisions and requirements therein stipulated.”

“We confirm that, pursuant to Special Conditions of Employment SCE14, we have complied with the provisions on ethical commitment and confidentiality as stated in General Conditions of Employment Clauses 9 and 45, and we shall ensure our employees, agents and sub-consultants are aware of and complying with same.”

This covering letter shall be signed by a person authorised to represent the Consultant in signing the Agreement.

Expenses

4. In addition to the Lump Sum stipulated in Schedule of Fees Clause 2, the Consultant shall be reimbursed by the Employer:

- (A) out-of pocket expenses actually and properly incurred by him in respect of:

- (i) the purchase of all documents, drawings, maps, photographs and records;
 - (ii) the cost of approved small scale site investigation works or survey with laboratory and field tests and other special investigations;
 - *(iii) the approved fees and expenses of specialists employed with the approval of the Director’s Representative for inspection of works processes and the testing of work or plant and the testing and analysis of materials;
 - *(iv) the certification fee (including the registration and assessment fees and any adjustment thereof) of BEAM Plus for project assessment;
 - *(v) the approved cost of procuring the specialist services pursuant to sub-clause 19.2* of the Brief;
- and *[Other approved expenses to be specified, such as travelling costs and accommodation costs.]*

- (B) the printing and reproduction cost of any documents, drawings, maps and records requested by the Employer based on the rates set out in the Schedule of Standard Printing Charges at Annex 1 to this Schedule of Fees.

[Guidance Note: This clause 4(B) shall be applied to consultancy agreements for which the invitation to submit technical and fee proposals is made on or after 1 June 2004. A copy of the current Schedule of Standard Printing Charges shall be attached to the Schedule of Fees when inviting submission for technical and fee proposals.]

**Delete/amend as appropriate*

- | | | |
|---|----|---|
| Payment for Additional Services | 5. | <p>(A) Where the Consultant considers that he is entitled to payment for additional Services pursuant to General Conditions of Employment Clause 33, the Consultant shall advise the Director's Representative in writing of such claims before the Consultant commences performing the additional Services.</p> <p>(B) The notice provision in sub-clause (A) of this Clause shall be a condition precedent to payment for additional Services.</p> <p>(C) If the Director's Representative agrees the Consultant's entitlement notified under sub-clause (A) of this Clause, he shall attempt to agree with the Consultant a lump sum payment for the additional Services with a corresponding payment schedule.</p> <p>(D) The lump sum payment shall be negotiated on the basis of the Director's Representative and the Consultant identifying which staff of the Consultant will be required to perform the additional Services and the estimated time required to complete the additional Services. The charge rates for calculating the lump sum payment shall be determined according to Schedule of Fees Clause 9.</p> <p>(E) Where the staff or estimated time required to complete the additional Services cannot be identified and agreed, the additional Services will be paid on a time charge basis in accordance with Schedule of Fees Clause 8, subject to a fee cap set by the Director's Representative which should not be exceeded without his approval.</p> <p><i>(The relevant content in Section 5 is given originally in ETWB TC(W) No. 23/2003, 23/2003A and 23/2003B.)</i></p> |
| Reduction of Lump Sum Fees or Percentage Fees | 6. | <p>Where the Director's Representative determines that there is a reduction in the Services pursuant to General Conditions of Employment Clause 34, , then the Lump Sum or percentage fee stipulated in sub-clause (A) of Schedule of Fees Clause 2 shall be reduced by negotiation taking into account any financial commitment or obligation properly incurred by the Consultant in accordance with this Agreement.</p> |
| Payment for Delays | 7. | <p>Where the Director's Representative determines that the Consultant is entitled under General Conditions of Employment Clause 35 to payment in respect of any additional costs incurred as a result of the delays, such payment shall be determined by negotiation and shall be either a lump sum or on a time charge basis.</p> |

- Fees on Time Charge Basis
8. (A) Where the Director's Representative agrees that the additional Services shall be paid on a time charge basis, sub-clauses (B) to (G) of this Clause shall apply.
- (B) The payment for additional Services on a time charge basis shall be the sum of the multiplication of man-hours properly spent and the charge rates. The charge rates as determined according to Schedule of Fees Clause 9 shall be adopted.
- (C) All staff proposed by the Consultant to perform the additional Services shall be subject to the agreement of the Director's Representative.
- (D) Time spent by clerical staff shall not be chargeable.
- (E) Time spent by partners and directors, chief professional, senior professional, professional, assistant professional and technical staff in approved travelling shall be chargeable.
- (F) In addition to remuneration to be paid under sub-clause (B) of this Clause, the Consultant shall be reimbursed by the Employer:
- (i) all reasonable out-of-pocket expenses actually and properly incurred by them in respect of:
 - (a) overseas communications including facsimile transmissions, telephone calls, telegrams, telex and air freight for documents;
 - (b) approved travelling and hotel expenses and other similar disbursements;
 - (c) other items approved by the Director's Representative.
 - (ii) The printing and reproduction cost of any documents, drawings, maps and records requested by the Employer based on the rates set out in the Schedule of Standard Printing Charges attached to this Schedule of Fees.
- [Guidance Note: This clause 8(F)(ii) shall be applied to consultancy agreements for which the invitation to submit technical and fee proposals is made on or after 1 June 2004. A copy of the current Schedule of Standard Printing Charges shall be attached to the Schedule of Fees when inviting submission for technical and fee proposals. Refer to Annex 1 to Appendix 10 to the AACSB Handbook for the current Schedule of Standard Printing Charges.]*
- (G) The Consultant shall render monthly accounts, annexing copies of time sheets, in respect of fees on a time charge basis.

Charges Rates for 9. (A)
Additional Services

The adjusted all-inclusive hourly rates shall be as follows:

- (i) Partners/Directors: at the rate of @HK\$_____per hour.
- (ii) Chief Professional Staff: at the rate of @HK\$_____per hour.
- (iii) Senior Professional Staff: at the rate of @HK\$_____per hour.
- (iv) Professional Staff: at the rate of @HK\$_____per hour.
- (v) Assistant Professional Staff: at the rate of @HK\$_____per hour.
- (vi) Technical Staff: at the rate of @HK\$_____per hour.

wherein the minimum qualifications and experience requirements for the respective staff categories are set out at Annex ____.

[Reference can be made to Appendix 37 for the minimum qualifications and experience of various categories of staff. Departments to modify/insert more categories of staff as appropriate.]

[@ Insert in the Agreement the products of the all-inclusive time charge rates in the Fee Proposal Proforma and the percentage adjustment (being 100% plus the percentage adjustment factor (with corrections if necessary) in the Fee Proposal) for signing.]

- (B) An adjusted notional value for additional Services shall be calculated by adding the totals of the multiplication of the adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause and the respective notional man-hours for additional Services referred to in the Fee Proposal, which shall constitute the fee ceiling for the purposes of calculating payment for additional Services unless it exceeds ____% of the Consultants' Lump Sum offered for performing the Assignment and accepted by the Employer in which case the latter amount shall constitute the fee ceiling. For the avoidance of doubt, notwithstanding the above adjusted notional value for additional Services and fee ceiling, the Director's Representative has no obligation whatsoever to instruct any additional Services whether the estimated cumulative payment for additional Services before price adjustments under sub-clause (H) of this Clause exceeds the fee ceiling or not.
- (C) The charge rates for additional Services shall be the adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause for estimated cumulative payment for additional Services before price adjustments under sub-clause (H) of this Clause up to the fee ceiling subject to sub-clauses (D) to (G) of this Clause. The payment for additional Services shall be subject to price adjustments under sub-clause (H) of this Clause.

- (D) Where the estimated cumulative payment for additional Services before price adjustments under sub-clause (H) of this Clause will exceed the fee ceiling, then the adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause shall not apply for the calculation of payment for those additional Services straddling or exceeding the fee ceiling. New charge rates shall be agreed by negotiation based on the estimated time required to complete the additional Services, adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause, and the prevailing market rates at the ordering of the additional Services for short term or part-time working with conversion to the price level of the date on which this Agreement is due to commence. Where such negotiation fails, the Director's Representative shall be at liberty to, among other options, not instruct the additional Services, or instruct a third party to perform the additional Services.
- (E) The adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause shall be regarded as rates applicable to additional Services requiring short term or part-time working. Where the additional Services requiring long term or full time continuous periods of working, then the adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause shall not apply for the calculation of payment for those additional Services and new reduced charge rates shall be agreed by negotiation based on the estimated time required to complete the additional Services, the adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause, the staff rates in lump sum fee for the respective staff categories (which are equal to the total fee of the respective staff category / the total manpower input of the respective staff category), and the prevailing market rates at the ordering of the additional Services for long term or full time continuous periods of working with conversion to the price level of the date on which this Agreement is due to commence. Where such negotiation fails, the Director's Representative shall be at liberty to, among other options, not instruct the additional Services, or instruct a third party to perform the additional Services.
- (F) Notwithstanding sub-clause (D) and (E) of this Clause, where the negotiations in sub-clause (D) and (E) of this Clause fail between the Director's Representative and the Consultant, the Director's Representative shall have the option of having the additional Services performed on the charge rates using the adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause.
- (G) In exceptional cases where, in the opinion of the Director's Representative, the additional Services would best be performed by a particular staff member of the Consultant and the use of the adjusted all-inclusive hourly rates referred to in sub-clause (A) of this Clause is considered not appropriate for such staff member, the Director's Representative may, by negotiation, agree with the Consultant a new charge rate for the particular staff member, even when the fee ceiling has not been exceeded.
- (H) There shall be no price adjustment to the interim payments for the additional Services until the first anniversary of the date on which this Agreement is due to commence. On the first and every subsequent anniversary (collectively referred as index update dates), a price adjustment factor equal to $(L - B)/B$ shall be calculated. The interim payments for the additional Services to be invoiced on or after the latest index update date but before the next index update date shall be multiplied by this factor to determine the price adjustment amounts.

B referred to above is the monthly Consumer Price Index (C) of the due date for commencement of this Agreement and L is the monthly Consumer Price Index (C) of the latest index update date.

*Payment for
Deployment of
Resident Site Staff

- *10. (A) For the avoidance of doubt, except as provided for in this Clause 10, no payment shall be made to the Consultant in respect of Services associated with deployed Resident Site Staff.
- (B) The Consultant shall be paid an all-inclusive fee for the deployment of Resident Site Staff and the Consultant's services under the Agreement in respect of Deployed Resident Site Staff. The Consultant shall render monthly accounts, annexing copies on the details and period of actual deployment of Site Resident Staff, in respect of his fee for the same. The monthly fee shall be the sum of the products obtained by multiplying the number of man-months of the Resident Site Staff deployed and managed in the month of the rank(s) with the respective rate(s) as described in sub-clause 10(D) below. The first of such payment shall be due on the last day of the calendar month in which the Resident Site Staff is actually deployed to fill the Resident Site Staff establishment of the relevant Works Contract, and shall be included in the monthly account for the fee in the following month. Where part only of a calendar month is involved, the fee should be proportioned down correspondingly according to the actual number of days with service and the total number of working days in the same calendar month. "Working days" in this clause means the total number of days in the relevant calendar month excluding general holidays as defined and specified in the General Holidays Ordinance (Cap.149). Payment shall be made within 21 days of receipt of the monthly account if the Director's Representative finds it in order and does not raise any query on it, or if query has been raised within 21 days of such query being satisfied.
- (C) Deployment of Resident Site Staff shall mean deployment of the person who is an employee of the Consultant at the time and during the period of deployment, meets the minimum requirements of Resident Site Staff as specified in the Resident Site Staff Schedule (RSSS) in the Brief and is deployed by the Consultant to fill the Resident Site Staff establishment of a Works Contract as determined under Clause 36 of the General Conditions of Employment. Such person is described as "Deployed Resident Site Staff" in this Schedule of Fees.
- (D) The all-inclusive rate(s) per man-month for deployment of Resident Site Staff shall be as follows:

(Specify rank of RSS) HK\$ _____/man-month

The all-inclusive rate shall cover all sums/benefits payable to the Deployed Resident Site Staff (including all his salary, perks and remuneration for holidays, leave (whether vacation leave, sick leave, or maternity leave if applicable), overtime work, and including the Consultant's contribution to any provident fund as an employer) for the period of deployment and the on-cost charged by the Consultant for the deployment of his employee as Resident Site Staff. For the avoidance of doubt, the Consultant shall not be entitled to be paid any fee in addition to the all-inclusive rate for the deployment of the Resident Site Staff. The rate(s), as may be adjusted under sub-clause 10(E) below, shall apply to any additional personnel of the same rank as and when required by the Director's Representative.

**Delete as appropriate*

- (E) There shall be no adjustment to the all-inclusive rate(s) in sub-clause 10(D) above until the first anniversary date of the commencement of this Agreement as specified in the Brief.

An adjustment proportional to any increase or decrease in the Consumer Price Index (C) over the year immediately preceding the adjustment shall be applied on the day after the first and every subsequent anniversary date of this Agreement.

“Consumer Price Index (C)” in this Schedule of Fees shall mean the Consumer Price Index (C) (October 2019 - September 2020 based) compiled by the Census and Statistics Department, and published monthly in the Hong Kong Monthly Digest of Statistics, or, in the event that the Index ceases to be compiled, such other Index as is, in the opinion of the Secretary for Development, substantially equivalent.

- (F) Any reference to Clause 36 of the General Conditions of Employment in this Agreement shall mean the same as amended by SCE Clause 4 of the Special Conditions of Employment.

*Payment for direct employment of Resident Site Staff

- *10. (A) The RSS on-cost rates are:

Collective rank of RSS directly employed by the Consultant	RSS on-cost rate of each collective rank (\$/man-month)
R2*	
R3*	
R4*	
R5*	

Collective rank of Government staff posted to the Consultant by the Employer	On-cost rate of each collective rank (\$/man-month)
R8*	
R9*	
R10*	
R11*	

[Guidance Note: Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

- (B) The details of the collective ranks of RSS directly employed by the Consultant or Government staff posted to the Consultant by the Employer are in Clause SCE 26 of the Special Conditions of Employment.

**Delete as appropriate*

*Payment for
employment of the
Independent
Inspection Agent (IIA)
*for structural steel
works and *for
structural precast
concrete works

(Note: The following clause 11 shall be included if *sub-clause (ix) and (x) of paragraph 6.17 (e) of Appendix 9 for employment of an IIA is included.)

Schedule of Fees'
Provisions exhaustive

*11. (A) For the avoidance of doubt, except as provided for under Clauses 11(B) to 11(C) inclusive, no payment shall be made to the Consultant in respect of the Services associated with the Independent Inspection Agent (IIA) *for structural steel works and *for structural precast concrete work.

Overhead and
Administrative costs of
the Independent
Inspection Agent (IIA)
*for structural steel
works and *for structural
precast concrete works

(B) The Consultant shall include the overhead and administrative cost for the employment of the IIA in the Lump Sum fee.

The Director's Representative has the right to withhold the overhead and administrative cost for the employment of the IIA, if there is evidence indicating that the Sub-Consultant's performance in relating to the service of the IIA is not satisfactory.

(C) The Consultant shall, upon invoice to the Director's Representative, be reimbursed monthly for the actual total expenditure which the Sub-Consultant certified to have been paid by them to the IIA.

**Delete if inappropriate*

**Schedule of Standard Printing Charges
and Standard Charges of Electronic Storage Media
with effect from 1 June 2024**

(a) Printing Charges

Size Type	Printing Charge Per Sheet
A0 Print	\$11.88
A0 Polyester	\$63.75
B1 Print	\$9.97
B1 Polyester	\$60.38
A1 Print	\$5.94
A1 Polyester	\$43.13
A2 Print	\$3.64
A2 Polyester	\$29.90
A3 Print / Photostat	\$0.65
A3 Colour Print / Photostat	\$3.45
A3 Polyester	\$21.85
A3 B&W Double-sided Print / Photostat	\$1.30
A3 Colour Double-sided Print / Photostat	\$6.90
A4 B&W Double-sided Print / Photostat	\$0.61
A4 Colour Double-sided Print / Photostat	\$4.22
A4 Color Print / Phtotstat	\$2.11
A4 Print / Photostat	\$0.35
Monochromatic Computer Plotted	
A0 Paper	\$19.17
A0 Tracing	\$32.20
B1 Paper	\$17.25
B1 Tracing	\$29.90
A1 Paper	\$10.73
A1 Tracing	\$19.55

Note:

The above standard printing charges shall include the material costs and any other expenses such as manpower costs, cost of equipment, administration costs etc. that are incurred by the consultant for the supply, printing, sorting, checking and delivery of the respective printed documents.

(b) Standard charges of electronic storage media for the supply and submission of drawings and documents

Electronic Storage Media	Charge Per Diskette
700MB CD-R	\$11.50
4.7GB DVD-R	\$14.38

Note:

The above standard unit charges of electronic storage media shall include the material costs of the electronic storage media and any other expenses such as manpower costs, cost of computer equipment, cost of processing information by computer, administration costs etc. that are incurred by the consultant for the supply, production, checking and delivery of the respective electronic storage media. The consultant shall maximise the usage of the storage capacity of each electronic storage media.

Application for New Consultancy Agreement Number

To : Secretary, AACSB (Room 3516, 35/fl. QGO)

**Consultancy
Agreement No:** _____
to be filled by Secretary, AACSB

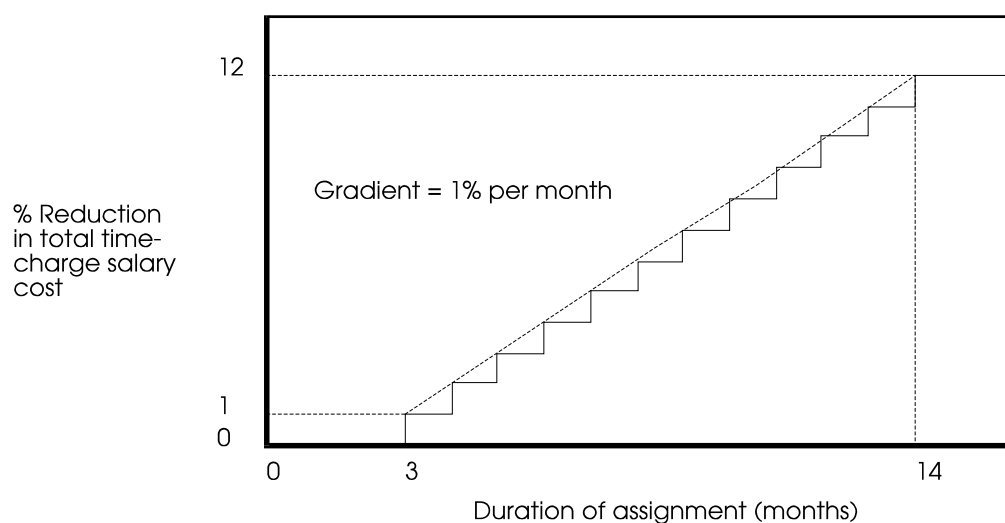
Managing Department: ArchSD / Others (please specify) * _____	
InForm No. :	Program No. :
Agreement Title :	
Category of Consultancy : Arch / BS / BV / SE / QS / LA / Others (please specify) * _____	
Lead Consultant : Arch / BS / BV / SE / QS / LA / Others (please specify) * _____	
Sub-consultants: Arch / BS / BV / SE / LA / Others (please specify) * _____	
Type of Agreement : Design & Construction / Feasibility / Investigation / Others (please specify) * _____	
Work stage included in the Agreement : 1 / 2 / 3 / 4 / 5 / 6 *	
Agreement Duration	
Commencement Date : _____ (mm/yy) Completion Date : _____ (mm/yy)	
Project Value \$M :	Estimated Value of Consultancy Services \$M :
Proposed by the DR's Delegate _____ (Signature) _____ (Name) _____ (Post) _____ (Tel) _____ (Date)	Endorsed by the Director's Representative _____ (Signature) _____ (Name) _____ (Post) _____ (Tel) _____ (Date)

** Delete as appropriate*

GUIDANCE ON LUMP SUM FEES BASED ON TIME-CHARGE RATES

The following notes are provided as guidance on agreeing a lump sum fee based on time-charge rates :

- (a) The standard time-charge rate of HK\$15 per HK\$10,000/year of Annual Salary Cost (ASC) is calculated on the basis of 1,680 productive hours/year, and allows for public holidays, sick leave and one month of vacation leave. This is equivalent to 35 productive hours/week and 7 productive hours/day for an eleven-month working year. These figures result in weekly and daily time-charge rates of 5.25% and 1.05% of the ASC respectively. However, where the Assignment is a major one the standard time-charge rates are not appropriate because these are intended to be used only where work is intermittent or of a short total duration.
- (b) In agreeing a lump sum fee for an Assignment on the basis of time-charge rates, the Head of Branch shall observe the following guidelines:
 - (i) the staff resources needed for the Assignment shall first be determined in terms of the number and level of the staff, and the total working time (including vacation leave) required of each. The Consultant's proposals on these shall be examined critically to ensure that they are adequate but not excessive;
 - (ii) the time-charge salary rates for the individual members of staff shall be calculated on the basis of 5.25% ASC/week;
 - (iii) the total time-charge salary cost (excluding the cost of short-term Specialists - see (iv)) shall then be reduced at a rate of 1% per month for the agreed duration of the Assignment in excess of 3 months, up to a maximum reduction of 12% for the Assignment if it lasts for more than 14 months. This scale of reduction is illustrated in the following figure:



- (iv) the time charge costs of Specialists engaged especially for the project for periods of less than 3 months shall not be subject to a reduction;
 - (v) the reimbursements of staff disbursements shall be calculated in accordance with the Arch SD handbook on consultancy appointments. The overall level of reimbursements shall not be more generous than the benefits paid to Government staff of a similar status. The method of assessment of allowances is to calculate them to an annual basis and then divide by 48 to produce an equivalent weekly rate, and
 - (vi) in particular, a fixed lump sum may be added for think-time/reading-in time for design or other similar services. The sum needed will depend on the nature and size of the Assignment.
- (c) The time-charge rate of 5.25% ASC/week is equivalent to a salary multiplier of 2.737 over an 11-month period. The make-up of the time charge fee calculated in accordance with these guidelines shall therefore be based strictly on the working weeks (including public holidays) required for each staff member. Therefore, no staff member working on the Assignment shall take vacation leave unless the period of the leave has been excluded from the working time used for the calculation of the fee.

GUIDANCE NOTES FOR CLASSIFICATION OF BUILDING TYPES FOR ARCH. S.D PROJECTS

MAIN GROUP	BUILDING TYPE	RECOMMENDED CLASSIFICATION ACCORDING TO ARCHSD PROJECT TYPE GROUPING*	REMARK
Commercial	Office Buildings	II	
	Post Office & Telecommunication	II	
	Multi Storey Car Parks	III	
	Social Welfare /Community Centres	II	
	Multi use Sport /Market/Office Complexes	I or II	SEE NOTES 1&2
	Cooked Food Stalls/Bazaar	II	
	Markets	II	SEE NOTES 1 &2
	Wholesale Markets	II	
	Mixed Type, commercial	II	
Leisure/ Recreation	Museum	I	
	Coliseum	II	
	Cultural Complex	I	SEE NOTES 1&2
	Mixed Type, Leisure	II	
	Open Space, Parks	II	
	Beach Building	II	
	Club Facilities	II	
	Squash Courts	II	
	Indoor Games Halls/Recreation Centres	II	
	Swimming Pools	II	
	Playgrounds	II	
	Sports Grounds	II	
	Mixed Type, Recreation	II	
Industrial	Abattoir's & Quarantine Facilities	II	
	Workshops	III	
	Columbaria & Crematoria	II	
	Vehicle Depot, Vehicle Examination Centre	II	
	Sewage Treatment Plant/Pumping Station	II	
	Laundries	II	
	Godowns	III	
	Explosive Depot	III	
	Mixed Type, Industrial	II	
Domestic	Official Residence - Grade AA	II	
	Type 1	II	
	Type 2	II	

MAIN GROUP	BUILDING TYPE	RECOMMENDED CLASSIFICATION ACCORDING TO ARCHSD PROJECT TYPE GROUPING*	REMARK
	Type 4	II	
	Type GH	II	
	Type J, JK, JKL	II	
	Barracks	II	
	Rank & File	II	
	Village Housing	II	
	Mixed type domestic	II	
Education	Primary School	II	
	Secondary School	II	
	Vocational Institute	I	
	Tertiary Education, University, Polytechnic /College	I or II	SEE NOTES 1&3
	Training Facilities/Schools for departments, e.g. Police, Fire Services, Correctional Services, Nurse, Dental, Military etc	II	
	Libraries, Education Resources Centre	II	
	Pre-Vocational School	II	
	Special School	I or II	SEE NOTES 1&3
	Training Field Facilities, e.g. Obstacle Field	II	
	Mixed Type, education	II	
Institutional/ Government	Airport	I	
	Judiciary and Magistracy	I	
	Headquarters	II	
	Regional	II	
	Divisional	II	
	Sub-Divisional	II	
	Marine Bases	II	
	Border Facilities	II	
	Firing Ranges	I or II	SEE NOTES 1
	Specialist Support Facilities (e.g. Police Tactical Unit etc)	II	
	Police Post	II	
	Mixed type, police general facilities	II	
	Prison	II	
	Detention Centre	II	
	Correctional institution	II	
	Mixed type, correctional facilities	II	
	Divisional Station	II	
	Divisional Sub-station	II	
	Mixed type, fire services facilities	II	
	Public Toilets	II	
	Refuse Collection Points	II	
	Mixed type, general facilities	II	

MAIN GROUP	BUILDING TYPE	RECOMMENDED CLASSIFICATION ACCORDING TO ARCHSD PROJECT TYPE GROUPING*	REMARK
Medical & Health	Acute Hospital	I	SEE NOTES 1
	Infirmary or Convalescent Hospital	I	
	General Clinic	II	
	Specialist Clinic	I or II	
	Ambulance Facilities/ Services	II	
	Mixed type, Medical & health	II	

The above Guidance Notes and classification are for use in conjunction with Arch.S.D. consultant appointment. The above list is not exhaustive and should act as reference. Every project should be considered on its own special circumstance to determine the appropriate classification.

*** Classification of Buildings**

Group I – buildings that are complex, such as: tertiary education buildings and specialized schools, museums, religious buildings, magistracy buildings, hospitals, theatres and special buildings.

Group II – buildings of medium complexity, such as: apartments, special industrial buildings, schools, stadiums, housing scheme, commercial buildings, industrial-office buildings and office buildings.

Group III – buildings of relatively simple nature, such as: godowns, non-specialized industrial buildings, parking structures.

NOTES 1

Guidance Notes For Classification Of Arch. S.D. Building Type

The classification of Building Type in Arch.S.D. is basically divided into 7 Main Groups. These are Commercial, Leisure/Recreation, Industrial, Domestic, Education, Institutional / Government and Medical & Health.

The types of buildings that should be included in Group I, apart from those already clearly indicated in “Classification of Buildings” such as museums, magistracy buildings, hospitals, theatre, may include the following:

Commercial Group - Nil

Leisure/Recreation Group - Cultural Centres, Community Complexes, Film Archive*

Industrial Group - Slaughter House

Domestic Group - Nil

Educational Group - Special Schools**

Institutional / Government Group - Close Quarter Shooting Range

Medical & Health - Specialist Clinic included in Hospital.

The guidance notes are for use in conjunction with Arch.S.D. consultancy appointment. The above list is not exhaustive and should act as reference. Every project should be considered on its own special circumstance to determine the classification.

* Please refer to notes 2 for guidance notes on building type for Community projects.

** Please refer to notes 3 for guidance notes on building type for special schools and tertiary education building.

NOTES 2

Guidance Notes For Classification Of Building Type For Community Projects.

Group I Community projects include the following:

Museums, Cultural Centres, Community Complexes, Film Archive.

Group II Community projects include the following:

Indoor Games Hall, Public Toilets, Refuse Collection Point, Market, Wholesale Market, Sitting Out Area, Parks, Columbarium, Squash Centre, Stadium, Sports Ground, Library, Recreational Buildings, Swimming Pool, Beach Building, Cooked Food Stalls, Crematorium.

Group III Community projects include the following:

Vehicle Depot for Refuse Collection Vehicles.

For Community Complexes, they could be in either Group I or II depending on the complexity and types of functions accommodated. For example, a Community complex could consist of a multi-user office block on top of a market or other Group II functions such as library or social welfare facilities. The nature and complexity of such a complex is similar to a composite building in Group II and therefore should be classified as a Group II building. However, there are complexes which consist of multi- functions ranging from basement carpark, refuse collection point, market, cooked food stalls, library, offices, indoor recreation facilities such as indoor games hall, squash court, dancing room, indoor bowling and arena accommodated in different floors of a building. . The functions if looked at individually, will constitute a Group II building. However, the complexity of such facility lies in the stacking and grouping of different functions under one roof thus complicating the design and planning of the complex. . As individual access is normally required for different group of functions, the planning and design input will be more demanding. Also, the building services is more complicate as different functions will have different operating hours and loading requirements. The Classification of 'special building' or complex in Group I for Community Complex needs an objective approach and comparison of complexity of similar building type in Group I & II.

The above classification is not exhaustive and should act as reference. Every project should be considered on its own special circumstance to determine the classification especially for Community complex where the complexity depends very much on the types of functions and facilities to be provided.

NOTES 3

Guidance Notes for Classification of Special Schools and Tertiary Education Building

SPECIAL SCHOOLS

A standard secondary school is unarguable a Group II building according to the Classification of Buildings. The basic provisions of a standard secondary school consists of classrooms, workshops, library, laboratories, general offices, staff room, special rooms, stores, assembly hall/gymnasium and other ancillary facilities.

There are alternative forms of secondary education and these can be classified into Prevocational Schools, Practical Schools and Skill Opportunity Schools. The provisions of the above schools are basically the same as a standard secondary school except with modifications to suit the needs of society and the different aptitude and needs of students. The accommodation of the above school usually consist of classrooms, workshops, laboratories, offices, ancillary facilities and boarding facilities, where needed. Undoubtedly, the above schools should also be classified as group II building.

There are also 'special schools' which are basically standard secondary schools modified to suit special groups of students such as special school for mildly and moderately mentally handicapped children and special school for maladjusted children. Even though they are termed 'special' to distinguish their specific use and nature, however, the complexity and architectural input are similar to a standard secondary school and therefore, should also be classified as group II building.

The type of special schools that warrant classification into group I building are the special school for severely mentally handicapped children and special school for physically handicapped children. This is because the design and detailing for the above 'special school' have to cater for physically handicapped and all requirements for the handicapped have to be observed. This will require additional architectural and design input than that normally required for a standard secondary school. However, for administrative block or dormitory block for staff, which do not require handicapped access, should still be classified as group II building.

TERTIARY EDUCATION BUILDINGS

Tertiary Education Buildings in Group I shall be those multi - purpose educational buildings/facilities that are readily discernible from support buildings/facilities such as student hostels, staff accommodation, recreational facilities and administrative buildings. The supporting facilities shall be classified in their respective groups according to complexity.

Practice Note for the Assessment of Unreasonably Low Bids for Consultancy Agreements

1 Background

- 1.1 ETWB TC(W) No. 8/2003 sets out broad guidelines on rejection of unreasonably low bids. Assessment of the reasonableness of a bid should take account of various factors including (1) prices quoted by other consultants, (2) pre-tender estimates, (3) prices of recent bidding exercises, (4) market rates for major items, (5) cost build-up rates, and (6) whether the price is heavily front-loaded.
- 1.2 The TC also suggests that in determining whether a bid is unreasonably low or not, each case should be considered on its own merits. Professional judgment should be exercised.
- 1.3 DEVB TC(W) No. 2/2016 supplements the assessment of reasonableness of the Fee Proposals.
- 1.4 Whilst acknowledging the Bureau's concern in setting quantitative guidelines, it is considered necessary to adopt a structured approach towards the determination of whether a bid is unreasonably low or not. This will be useful in maintaining consistency in dealing with unreasonably low bids and providing justifications for the Assessment Panel to reject or accept a low bid submitted by a consultant.
- 1.5 This Practice Note is applicable for both Conventional Approach and Formula Approach.
- 1.6 The Assessment Panel should as far as possible decide whether the consultants' technical proposals are technically competent so as to avoid the dilemma in deciding whether a bid is unreasonably low after the fee proposals have been opened. For example, if the quality and extent of resources proposed by the bidders are significantly not in par with ArchSD benchmark or in line with other bidders, the bids may be regarded as technically incompetent.

2 Objective

This Practice Note provides a framework with procedural guidelines for the Assessment Panel to critically look into various aspects of a bid and other relevant information in the determination of whether it is an unreasonably low bid or not.

3 Related Circulars

This Practice Note should be read in conjunction with ETWB TC(W) No. 8/2003 – Rejection of Unreasonably Low Bids and DEVB TC(W) No. 2/2016 – Assessment of Consultants’ Proposals.

4 The Framework

4.1 The framework, complete with the procedures set out in Paragraph 5 of this Practice Note, consists of two stages:

4.2 Stage A – to consider whether a bid is a low bid *prima facie* by price comparison or observation

At this stage, it involves a preliminary quantitative assessment. The reasonableness of the Fee Proposals will be assessed taking into account the fees proposed by all conforming bids and procuring department’s pre-tender estimate.

If a bid which is considered as an unreasonably low bid *prima facie* is to be the recommended tender, it will be further evaluated under Stage B.

4.3 Stage B – to determine whether a bid is an unreasonably low bid

At this stage, it involves a qualitative assessment based on a series of queries concerning the bidder’s capability in executing the consultancy agreement and the overall risks involved in accepting such a low bid.

If the overall assessment on the bidder's capability to execute the consultancy agreement is negative and the level of risk involved will be unacceptable by the employer, the bid will be considered an unreasonably low bid and will be recommended to AACSB for rejection in accordance with ETWB TC(W) No. 8/2003.

5 The Procedures

5.1 Stage A – to consider whether a bid is an unreasonably low bid prima facie by price comparison or observation

5.1.1 For conforming bids, the reasonableness of the Fee Proposals will be assessed with the following two ratios.

- (a) Ratio of the lump sum fee / lump sum fee of the PTE.
- (b) Ratio of the lump sum fee / median of lump sum fees of all conforming bids (including the PTE).

The bid under assessment is, prima facie, an unreasonably low bid if either ratio of above (a) or (b) is less than 0.6.

5.1.2 Proceed to Stage B if a bid is considered an unreasonably low bid prima facie.

5.2 Stage B - to determine whether a bid is an unreasonably low bid

5.2.1 Find out the causes/reasons for the under-pricing. In doing so, the following factors should be considered:

- (a) Reasons for the consultant's ability to deliver the consultancy service at such a low fee e.g. economy of scale for concurrent projects;
- (b) Any misunderstanding by the consultant about the scope of services required e.g. assuming BQ production is not required for QS consultancy;
- (c) Any apparent errors in the bid e.g. arithmetical errors;
- (d) The past performance of the consultant in order to determine their capability e.g. the consultant's performance is unstable with adverse reports given on several occasions;
- (e) The nature and extent of risk to the client if the consultancy is awarded at such a low fee e.g. the completion of the project is essential for certain major events like Olympic Games;
- (f) The reasonableness of the professional and technical manpower input proposed by the consultant in comparison with other consultants and the department's estimates;
- (g) The reasonableness of the weekly charge rates of each category of staff proposed by the consultant in comparison with other consultants.

- 5.2.2 The factors and examples listed above are not meant to be exhaustive. The Assessment Panel should consider the merit of individual case and include or exclude those factors as appropriate.
- 5.2.3 If a procuring department considers that, prima facie, a bid is unreasonably low and as such they have concern about the consultant's capability to fulfill the relevant consultancy, the department shall make sure that the consultant does comply with the conditions of participation, and carry out enquiry to find out whether or not the consultant is capable of fulfilling the terms of the consultancy prior to making recommendation for the consultant selection exercise.
- 5.2.4 The procuring department shall inform the consultant of the precise points that have given rise to their concern on unreasonably low bid and the consultant's capability to fulfill the consultancy. The consultant shall be asked to provide explanations. For example, if the unreasonably low bid is made up of various items and the price/rate for some of these items are considered unreasonably low, the procuring department shall ask for explanations in respect of the specific items.
- 5.2.5 In considering the consultant's reply, care shall be taken to ensure that the consultant will not take the opportunity to change or qualify their tender prices or rates or to enhance their tender or to cause any unfairness to any other consultants.

- 5.2.6 The consultant shall be advised of the prohibition referred to in paragraph 5.2.5 above and that any explanation given by the consultant at this stage will only be used to assess whether the fee bid is unreasonably low and whether the consultant is capable to fulfill the consultancy. If the consultant gives any explanation which has the potential to introduce any change to the tender (such as qualifying the fee bid or rates for future variations), LAD(W)'s advice shall be sought. Any qualification shall be dealt with in accordance with the established procedures.
- 5.2.7 A sample letter to the consultant on unreasonably low bids is at the end of this Appendix 15. Project officers may amend the sample letter to suit the needs of their individual consultancy agreements. In case of doubt, LAD(W) should be consulted.
- 5.2.8 Based on the above assessments and the exercise of professional judgment, if the Assessment Panel forms an opinion that the bidder's capability to execute the consultancy agreement will be adversely affected and the level of risk involved will be unacceptable to the employer, the bid should be construed as an unreasonably low bid and should not be recommended.
- 5.2.9 The recommendation made to the AACSB must be fully justified taking into account the outcome of the enquiry made with the consultant.
- 5.2.10 To prevent any bidder from making use of this opportunity to withdraw their bids, the Assessment Panel should treat any information relating to the fee proposals including their ranking with strict confidence.

6 Recommendation

Whenever a consultant's fee bid is considered as low bid prima facie by the Assessment Panel according to the Stage A assessment above, full justification recommending for accepting or rejecting such a low fee bid shall be given by the Assessment Panel in the Nomination Submission to AACSB for consideration. The following Assessment Checklist should be attached to the Nomination Submission as appropriate.

Consultancy Agreement: _____

Project title: _____

**Assessment Checklist for determining whether
(Name of Bidder)'s bid is an unreasonably low fee bid**

1. Background

Since (Name of Bidder)'s bid is considered low prima facie by price comparison (it fails either one of the two ratios defined in para. 5.1.1 in Appendix 15 to the AACSB Handbook) / observation*, the Assessment Panel has carefully considered the following factors that may be the causes/reasons for the under-pricing, and the submission of a low fee bid consequently.

2. Assessment and analysis

	Factors to be considered	Remarks /comments / explanations
1.	Reasons for the consultant's ability to deliver the consultancy service at such a low fee e.g. economy of scale for concurrent projects	
2	Any misunderstanding by the consultant about the scope of services required e.g. assuming BQ production is not required for QS consultancy	
3	Any apparent errors in the bid e.g. arithmetical errors	
4	The past performance of the consultant in order to determine their capability e.g. the consultant's performance is unstable with adverse reports given on several occasions	
5	The nature and extent of risk to the client if the consultancy is awarded at such a low fee e.g. the completion of the project is essential for certain major events like Olympic Games	

6	The reasonableness of the professional and technical manpower input proposed by the consultant in comparison with other consultants and the department's estimates	
7	The reasonableness of the weekly charge rates of each category of staff proposed by the consultant in comparison with other consultants	
8	Any other relevant or possible factors	

Note: *The factors and examples listed above are not meant to be exhaustive. The Assessment Panel should consider the merit of individual case and include or exclude those factors as appropriate.*

3. **Overall comments**

4. **Conclusion:**

In consideration of the above assessment and the supplementary information including any clarification or justification in explaining why the fee bid is not unreasonably low (if any)* provided by (Name of Bidder) and in the interview on (date) (if any)*, it is concluded by the Assessment Panel in the meeting on (date) that the bidder's capability to execute the consultancy agreement will / will not * be adversely affected and the level of risk involved will be acceptable / unacceptable * to the employer, the bid should / should not * be construed as an unreasonably low bid and should / should not * be recommended for acceptance. *The head of the procuring department is personally satisfied with and agree to the recommendation of rejecting this unreasonably low bid.

(Name and Post of the Chairman
of the Assessment Panel)

(Date)

Sample Letter to Consultant with Unreasonably Low Bids

To : the Consultant

Dear Sirs,

Consultancy Agreement No. and Title

I refer to your Technical and Fee Proposals submitted for the captioned Consultancy Agreement dated DD/MM/YYYY.

2. Upon a preliminary vetting of your Fee Proposal, it appears that your proposed fee is unreasonably low. Thus, it raises doubts as to whether you are capable of fulfilling the terms of the Consultancy. *[Procuring departments shall also cite the prices or unit rates of any major items which are considered as unreasonably low, or other specific issues in relation to the proposed fee that the procuring department considers relevant in casting doubt on the consultant's capability.]*

3. To address our concern on this issue, you are requested to provide clarification or justification or any information which may be helpful in explaining why the proposed fee *[and the prices or unit rates of any major items mentioned in the above paragraph]* is/are not unreasonably low and how you are able to fulfil the consultancy at such a low price on or before DD/MM/YYYY.

4. Please note that only clarification or justification or any information provided in response to the third paragraph above can be submitted and considered by the Assessment Panel. You are not allowed to introduce any change to the Technical and Fee Proposals.

5. Please be reminded that this letter shall not be construed as either an acceptance or a rejection of your Technical and Fee Proposals. All bids are still under consideration and the Government of the Hong Kong Special Administrative Region does not bind itself to accept any bid irrespective of whether the bid is the lowest or, where the assessment of the bids is based on a marking scheme or formula approach, the bid has the highest overall mark.

Yours faithfully,

()
Assistant*/Project* Director ()
for Director of Architectural Services

* Delete as appropriate

RESTRICTED (CONSULTANCY AGREEMENT)

MEMO	
From Assistant*/Project Director ()	To Distribution
Ref	
Tel	Ref.
Date	Dated

**ARCHITECTURAL & ASSOCIATED CONSULTANTS SELECTION BOARD
APPOINTMENT OF CONSULTANT**

I enclose the original and one certified true copy of the under-mentioned consultancy agreement for distribution as follows :

Original (in form of hard copy) and- for retention by the Secretary,
certified true copy (in form of CD) Architectural & Associated Consultant
Selection Board (Technical Secretary/1, ArchSD)

Certified True Copy (in form of CD-ROM)- for distribution by SCO(A) of FICS to Director of
Audit for retention

[Guidance Notes:

- The front cover of the consultancy agreement document in form of CD-ROM shall bear the identification of “certified true copy”.**
 - The “certified true copy” of the consultancy agreement document in form of CD-ROM can comprise a number of files in pdf and/or doc formats, e.g. signed Memorandum of Agreement and Schedule of Fees in pdf format, GCE, SCE and Brief in doc format.]**
2. The details of the agreement are as follows :
- Consultant Selection Board : Architectural & Associated
- Agreement No. :
- Consultant :
- Agreement Title :
- Estimated Value of Agreement :
- Project Number :
- Project Title / Description :
- Expected Commencement Date of Agreement :
- Expected Completion Date of Agreement :

signed : _____
(AD*/PD* ())

*Delete as appropriate

Distribution

Secy, AACSB, (TS/1)

(with original agreement in form of hard copy and certified true copy of agreement in form of CD)

Senior Treasury Accountant (Attn: SCO(A))

(with certified true copy of the agreement in form of CD-ROM)

RESTRICTED (ADMIN)**BY FAX AND BY REGISTERED MAIL**

Our Ref :

Name of Company

Address

(Attn.: *Staff at principal level*)

Date

Dear Sirs,

Consultants Review Committee [CRC]**Consultancy Agreement No.:** _____**Project Title :** _____**Warning Letter-Non-Submission of Technical and Fee Proposals**

It is brought to my attention that you *declined to/*have no response and did not submit technical and fee proposals for the captioned Consultancy invited on Date despite your previous expression of interest proposals submitted on Date .

2. The CRC and the Architectural and Associated Consultants Selection Board [AACSB] have reviewed the reason stated in your letter dated Date for non-submission of technical and fee proposals on this occasion. It is considered that the reason you have given is **not justified**.

3. According to Section 3.8(i) of the AACSB Handbook (copy attached), you are hereby warned that your above failure has been counted as **one** unjustified non-submission of technical and fee proposals and you will be suspended from being invited to submit proposals for six months if there are two or more unjustified non-submissions within a period of three years.

Yours faithfully,

AD(QS)

Chairman of Consultants Review Committee
Architectural Services Department


c.c. Secretary of Consultants Review Committee
DR's Delegate (Post)

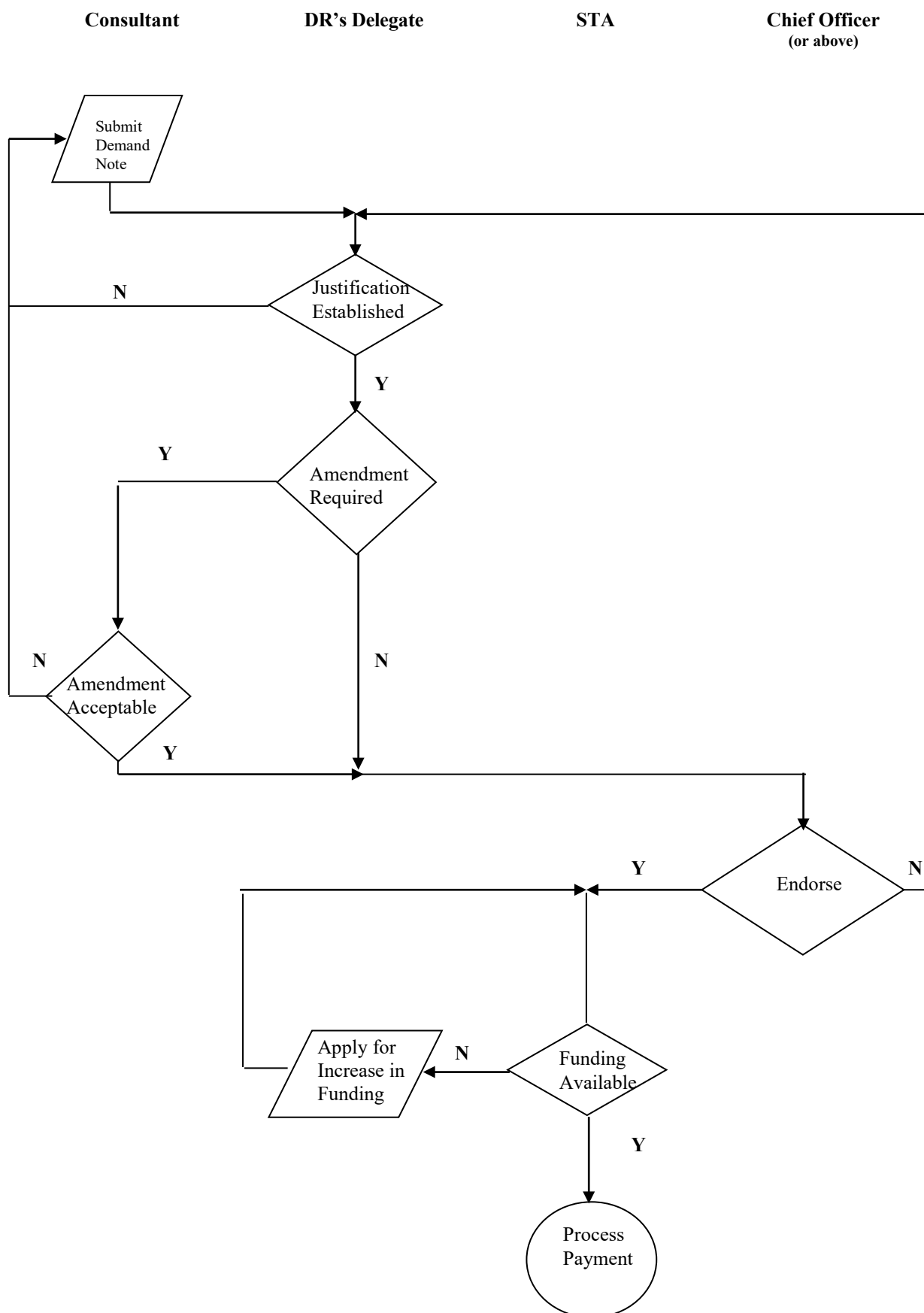
* *Delete if inappropriate*

**Standard Title Block for A0, A1, A2, A3
and B1 Drawings**

Notes :

No.	Date	Description	Initial
Revision			
Consultant:			
Consultants Logo and Name			
	Name	Signed	Date
Designed			
Drawn			
Checked			
Approved			

Contract No.	
File No.	
Project No.	
Contract	
Drawing Title	
Drawing No.	Scale
 ARCHITECTURAL SERVICES DEPARTMENT	



Novation Agreement

THIS AGREEMENT is made on the _____ day of (month and year)

BETWEEN THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION (hereinafter called the "Employer")

of the first part, and

[Insert name of Company A] whose registered office is at [_____] (hereinafter called the "Consultant") of the second part and

[Insert name of Company B] whose registered office is at [_____] (hereinafter called the "New Consultant") of the third part.

WHEREAS:

- (a) The Employer and the Consultant have entered into (an) agreement(s) including supplementary agreement(s) thereto if any (hereinafter called the "Consultancy Agreement(s)") for the provision of certain services and the execution of certain works described and known as

[GIVE DETAILS OF EACH CONSULTANCY AGREEMENT TO BE NOVATED, GIVING CONSULTANCY AGREEMENT NUMBER, DATE AND TITLE] [, and as set out in the Schedule to this Agreement][#]

upon the terms, conditions and covenants therein specified.

- (b) The Consultant wishes to be released and discharged from the Consultancy Agreement(s) and the Employer has agreed to release and discharge the Consultant upon the terms of the New Consultant's agreement to perform the Consultancy Agreement(s) and to be bound by the terms of the Consultancy Agreement(s) in place of the Consultant.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. The Consultant hereby agrees to transfer absolutely to the New Consultant the Consultancy Agreement(s) and the full benefit thereof and all remedies for enforcing the same and the New Consultant undertakes to be bound by and observe and perform the terms, conditions and covenants of the Consultancy Agreement(s) on the part of the Consultant to be observed, performed and satisfied in every way as if the New Consultant were named a party to the Consultancy Agreement(s) in substitution for the Consultant and the New Consultant undertakes to assume all liabilities and to satisfy all claims and demands whatsoever arising out of or in respect of the Consultancy Agreement(s).
2. The Employer hereby releases and discharges the Consultant from the further performance of the Consultancy Agreement(s) and from all claims and demands whatsoever arising out of or in respect of the Consultancy Agreement(s) and accepts the liability of the New Consultant to perform the Consultancy Agreement(s) in lieu of the liability of the Consultant.

[#] The details of the agreements may be presented in a separate schedule.

3. The New Consultant hereby covenants with the Employer to fulfil and discharge the terms, conditions and covenants of the Consultancy Agreement(s) in every way as if the New Consultant were named a party to the Consultancy Agreement(s) in substitution for the Consultant and the Employer hereby covenants with the New Consultant to be bound to the New Consultant to observe and perform the terms, conditions and covenants of the Consultancy Agreement(s) on the part of the Employer to be observed and performed and hereby acknowledges that the New Consultant is entitled to the full benefit of the Consultancy Agreement(s).

IN WITNESS whereof this 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)

in the presence of :

)

) [Signature of the

) officer]

)

)

)

)

)

.....

[Name]

[Occupation]

[Address]

)

)

)

)

Legal
seal

*(a) Executed and delivered

as a deed and the COMMON SEAL of

[name of the Consultant]

was affixed

in the presence of

[] its [director(s) or

director and secretary or person(s)

authorized to sign the Consultancy Agreement

by its board of directors]¹

in the presence of a witness:

)

)

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)

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)

)

)

.....

[Name]

[Occupation]

[Address]

)

)

)

)

Common
seal

OR

*(b) Executed and delivered

as a deed by

[name of the Consultant]

acting through

[] (its sole director) or

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

[] (its director) and

[] (its company secretary)¹

in the presence of a witness:

)

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)

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)

.....

[Name]

[Occupation]

[Address]

)

)

)

)

*(c)SIGNED, SEALED AND DELIVERED)
 by [name of the Consultant] by [])
 his/her/its² attorney)
 under power of attorney) [Signature of the
 dated []) attorney]
 in the presence of :)
)
)
)
)
 [Name])
 [Occupation])
 [Address])

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

*(e) SIGNED, SEALED AND DELIVERED)
 by [name of partner]³ and) [Signature of the
 [name of partner]³) individual partner]
 being the partners of [name of the Consultant])
 in the presence of:)
)
)
) [Signature of the
) individual partner]
)
 [Name])
 [Occupation])
 [Address])

Notes (for the preparation of but not inclusion in the engrossment of this Agreement)

- (a). For use where the Consultant is a company incorporated in Hong Kong and executes the deed with a Common Seal.
- (b). For use where the Consultant is a company incorporated in Hong Kong and executes the deed without a Common Seal.
- (c). For use where the Consultant is a company incorporated in Hong Kong and executes the deed under a power of attorney.
- (d). For use where the Consultant is a sole proprietor.
- (e). For use where the Consultant is a partnership and the deed shall be executed by all the partners.

* Repeat the appropriate form for execution by the New Consultant.

- 1. Select the correct expression for use. If none is applicable, insert an appropriate expression.
- 2. Delete if inappropriate.
- 3. Insert name(s) of partners. Add more names if there are more partners.

Novation Agreement for Unincorporated Joint Venture

THIS AGREEMENT is made on the _____ day of (month and year)

BETWEEN THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
(hereinafter called the "Employer")

of the first part, and

[Insert name of Company A] whose registered office is at [] and

[Repeat the names and registered offices of the other participants of the unincorporated joint venture] (together trading as [insert the name of the unincorporated joint venture] and hereinafter referred to collectively as the "Consultant") of the second part, and

[Insert name of Company B] whose registered office is at [] and

[Repeat the names and registered offices of the other participants of the new unincorporated joint venture] (together trading as [insert name of the new unincorporated joint venture] and hereinafter referred to collectively as the "New Consultant") of the third part.

WHEREAS:

- (a) The Employer and the Consultant have entered into (an) agreement(s) including any supplementary agreement(s) thereto if any (hereinafter called the "Consultancy Agreement(s)") for the provision of certain services and the execution of certain works described and known as

[GIVE DETAILS OF EACH CONSULTANCY AGREEMENT TO BE NOVATED, GIVING CONSULTANCY AGREEMENT NUMBER, DATE AND TITLE] [, and as set out in the Schedule to this Agreement,][#]

upon the terms, conditions and covenants therein specified.

- (b) The Consultant wishes to be released and discharged from the Consultancy Agreement(s) and the Employer has agreed to release and discharge the Consultant upon the terms of the New Consultant's Agreement to perform the Consultancy Agreement(s) and to be bound by the terms of the Consultancy Agreement(s) in place of the Consultant.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. The Consultant hereby agrees to transfer absolutely to the New Consultant the Consultancy Agreement(s) and the full benefit thereof and all remedies for enforcing the same and the New Consultant undertakes to be bound by and observe and perform the terms, conditions and covenants of the Consultancy Agreement(s) on the part of the Consultant to be observed, performed and satisfied in every way as if the New Consultant were named a party to the Consultancy Agreement(s) in substitution for the Consultant and the New Consultant undertakes to assume all liabilities and to satisfy all claims and demands whatsoever arising out of or in respect of the Consultancy Agreement(s).

[#] The details of the agreements may be presented in a separate schedule.

2. The Employer hereby releases and discharges the Consultant from the further performance of the Consultancy Agreement(s) and from all claims and demands whatsoever arising out of or in respect of the Consultancy Agreement(s) and accepts the liability of the New Consultant to perform the Consultancy Agreement(s) in lieu of the liability of the Consultant.
3. The New Consultant hereby covenants with the Employer to fulfil and discharge the terms, conditions and covenants of the Consultancy Agreement(s) in every way as if the New Consultant were named a party to the Consultancy Agreement(s) in substitution for the Consultant and the Employer hereby covenants with the New Consultant to be bound to the New Consultant to observe and perform the terms, conditions and covenants of the Consultancy Agreement(s) on the part of the Employer to be observed and performed and hereby acknowledges that the New Consultant is entitled to the full benefit of the Consultancy Agreement(s).
4. Each of [_____, _____ and _____]⁺ agrees to be jointly and severally bound by the terms of the Consultancy Agreement(s).
5. Each of [_____, _____ and _____]^Ω agrees to be jointly and severally bound by the terms of this Agreement and the terms of the Consultancy Agreement(s) as novated by this Agreement.

IN WITNESS whereof this 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)

in the presence of :

)

)

) [Signature of the
officer]

)

)

)

)

)

.....
[Name]

[Occupation]

[Address]

)

)

)

Legal
seal

*(a) Executed and delivered

as a deed and the COMMON SEAL of

[name of the participant] being a participant

of the [name of the Consultant]

was affixed in the presence of

[] its director(s) or

director and secretary or person(s)

authorised to sign the Consultancy Agreement

by its board of directors]¹

in the presence of a witness:

)

)

)

) [Signature(s) of the
director(s) etc]

)

)

)

)

)

)

)

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)

.....
[Name]

[Occupation]

[Address]

)

)

)

)

Common
seal

⁺ Insert the names of the participants comprising the Consultant.

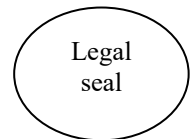
^Ω Insert the names of the participants comprising the new Consultant.

OR

*(b) Executed and delivered)
 as a deed by)
 [name of the participant] being a participant)
 of the [name of the Consultant]) [Signature of the
 acting through) director(s) etc]
 [] (its sole director) or)
 [] and [] (its directors) or)
 [] (its director) and)
 [] (its company secretary)¹)
 in the presence of a witness:)
)
)
)
)
)
 [Name])
 [Occupation])
 [Address])

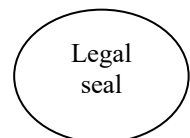
OR

*(c) SIGNED, SEALED AND DELIVERED)
 by [name of the participant] being a participant)
 of the [name of the Consultant])
 by [] his/her/its² attorney) [Signature of the
 under power of attorney) attorney]
 dated [])
 in the presence of :)
)
)
)
)
 [Name])
 [Occupation])
 [Address])



OR

*(d) SIGNED, SEALED AND DELIVERED)
 by [name of the participant] being a participant)
 of the [name of the Consultant]) [Signature of the
 in the presence of:) participant]
)
)
)
)
 [Name])
 [Occupation])
 [Address])



OR

*(e) SIGNED, SEALED AND DELIVERED
 by [name of partner] and
 [name of partner]³ being the partners of
 [name of participant] being the participant of the
 [name of the Consultant]
 in the presence of:

)
) [Signature of the
) individual partner]

Legal
 seal

)

)

)

)

)

) [Signature of the
) individual partner]

Legal
 seal

)

)

)

)

.....
 [Name]
 [Occupation]
 [Address]

Notes (for the preparation of but not inclusion in the engrossment of this Agreement)

- (a) For use where the Consultant is an unincorporated joint venture and the joint venture participant is a company incorporated in Hong Kong who executes the deed with a Common Seal.
- (b) For use where the Consultant is an unincorporated joint venture and the joint venture participant is a company incorporated in Hong Kong who executes the deed without a Common Seal.
- (c) For use where the Consultant is an unincorporated joint venture and the joint venture participant executes the deed under a power of attorney.
- (d) For use where the Consultant is an unincorporated joint venture and the joint venture participant is a sole proprietor.
- (e) For use where the Consultant is an unincorporated joint venture and the joint venture participant is a partnership.

* Repeat the appropriate form for execution by each participant of the New Consultant.

1. Select the correct expression for use. If none is applicable, insert an appropriate expression.
2. Delete if inappropriate.
3. The deed shall be executed by all the partners. Add more names if required.

On-demand Performance Bond

GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

BOND

BY THIS BOND dated the day of []

We [insert name of Consultant] whose registered office is at []
(the “Consultant”) and []
whose registered office or place of business is at]
(the “Surety”) are irrevocable and unconditionally bound to the Government of the Hong Kong Special Administrative Region (together with its successors and assigns, the “Employer”) in the sum of [] (the “Bonded Sum”) for payment of which sum the Consultant and Surety bind themselves their successors and assigns jointly and severally in accordance with the provisions of this Bond.

WHEREAS

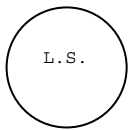
- (A) The Employer and the Consultant have entered into a number of consultancy agreements (“Agreements”), namely, [details of the consultancy agreements].
- (B) The Consultant wishes to assign some of the Agreements, namely, [details of the consultancy agreements to be novated] by way of novation to another person but to continue to perform the other Agreements, namely, [details of the consultancy agreements to be performed by the Consultant].
- (C) The Employer agrees to the novation of some of the Agreements referred to in Recital B above subject to the terms of the novation agreement and to the condition that the Consultant obtaining the guarantee of a surety to be bound unto the Employer for the performance of the other Agreements referred to in Recital B above by the Consultant.

NOW THE TERMS AND CONDITIONS of this Bond are:-

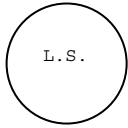
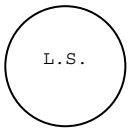
1. Where applicable, words and expressions used in this Bond shall have the meaning assigned to them in the Agreements.
2. The Surety shall upon demand made by the Employer in writing from time to time or at any time and without proof or conditions or contestation of any conditions on the Employer pay to the Employer the sum or sums mentioned in the said demand up to the amount of the Bonded Sum. For all intent and purposes, the parties hereto acknowledge and agree that this bond is an on-demand bond and shall be construed accordingly.
3. The liability of the Surety under this Bond shall remain in full force and effect and shall not be affected or discharged in any way by and the Surety hereby waives notice of:-

- (a) any suspension of any of the consultancy, variation to or amendment of the Agreements (including without limitation extension of time for performance) or any concession or waiver by the Employer in respect of the Consultant's obligations under the Agreements;
 - (b) the termination of the Agreements or of the engagement of the Consultant under the Agreements resulting from default by the Consultant under the Agreements;
 - (c) any forbearance or waiver of any right of action or remedy the Employer may have against the Consultant or negligence by the Employer in enforcing any such right of action or remedy;
 - (d) any other bond, security or guarantee held or obtained by the Employer for any of the obligations of the Consultant under the Agreements or any release or waiver thereof;
 - (e) any act or omission of the Consultant pursuant to any other arrangements with the Surety;
 - (f) the issue of any certificate of completion in respect of part of the consultancy;
 - (g) the issue of any certificate of achievement of any stage, if any.
4. The liability of the Surety under this Bond shall cease on whichever of the following events first occurs:-
- (a) payment by the Surety of the Bonded Sum in full to the Employer; or
 - (b) acceptance by the Employer of all the works and deliverables to be carried out by the Consultant as specified in the Agreement as assigned.
5. The Employer shall be entitled to assign the benefit of this Bond at any time without the consent of the Surety or the Consultant being required.
6. All documents arising out of or in connection with this Bond shall be served:
- (a) upon the Employer at [], marked for the attention of [];
 - (b) upon the Surety at [] Hong Kong. [Note 1].
7. The Employer and the Surety may change their respective nominated addresses for service of documents to another address in Hong Kong but only by prior written notice to each other. All demands and notices must be in writing.
8. This Bond shall be governed by and construed according to the laws for the time being in force in Hong Kong and the Surety agrees to submit to the non-exclusive jurisdiction of the courts of Hong Kong.
9. In this Bond, "Hong Kong" means the Hong Kong Special Administrative Region.

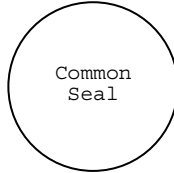
IN WITNESS whereof this Bond has been executed as a Agreement on the date first above written.

(a) #SIGNED, SEALED and DELIVERED)
 by [name of sole proprietor])
 trading as [name of the Consultant])
 in the presence of:)
) *[Signature of the* 
) *sole proprietor]**
)
)
 [Name])
 [Occupation])
 [Address])

Or

(b) #SIGNED, SEALED and DELIVERED by)
 [name of partner] and)
 [name of partner]^) *[Signature of the* 
 being the partners of [name of the Consultant]) *individual partner]**
 in the presence of:)
) *[Signature of the* 
) *individual partner]**
)
)
 [Name])
 [Occupation])
 [Address])

Or

(c) #Executed and delivered)
 as a deed and the COMMON SEAL)
 of [name of the Consultant/Surety])
 was affixed in the presence of) *[Signature of the* 
 [] its [director(s) or) *director(s) etc]**
 director and secretary or person(s))
 authorized to sign the Consultancy Agreement by its)
 board of directors]**)
 in the presence of a witness:)
)
)
 [Name])
 [Occupation])
 [Address])

Or

(d) #Executed and delivered)
as a deed)
by [name of the Consultant/Surety])
acting through)
[] (its sole director)) *[Signature of the*
or) *director(s) etc]**
[] and [] (its directors))
or)
[] (its director) and)
[] (its company secretary)**)

in the presence of a witness:

.....

[Name]

[Occupation]

[Address]

Or

(e) #SIGNED, SEALED and DELIVERED by)
[name of the Consultant/Surety] by [])
his/her/their** attorney under power of attorney)
dated [])

in the presence of:

.....

[Name]

[Occupation]

[Address]

Or

(f) #SIGNED, SEALED and DELIVERED)
by [name of participant] being a participant)
of the [name of the unincorporated joint venture])
in the presence of:)

.....

[Name]

[Occupation]

[Address]

Or

*[Signature of the
attorney]**

L.S.

*[Signature of the
participant]**

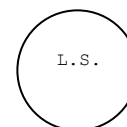
L.S.

- (g) #SIGNED, SEALED and DELIVERED)
 By [name of partner] and [name of partner]^)
 being the partners of [name of participant])
 being a participant)
 of the [name of the unincorporated joint venture])
 in the presence of:)
)
)
)
)
 [Name])
 [Occupation])
 [Address])
 Or
 (h) #Executed and delivered)
 as a deed and the COMMON SEAL)
 of [name of participant] being a participant)
 of the [name of the unincorporated joint venture])
 was affixed in the presence of)
 [] its [director(s) or)
 director and secretary or person(s))
 authorized to sign the Consultancy Agreement by its)
 board of directors]**)
 in the presence of a witness:)
)
)
)
 [Name])
 [Occupation])
 [Address])
 Or
 (i) #Executed and delivered)
 as a deed)
 by [name of participant] being a participant)
 of the [name of the unincorporated joint venture])
 acting through)
 [] (its sole director))
 or)
 [] and [] (its directors))
 or)
 [] (its director) and)
 [] (its company secretary)**)
 in the presence of a witness:)
)
)
)
 [Name])
 [Occupation])
 [Address])
- [Signature of the individual partner]**
- [Signature of the individual partner]**
- [Signature of the director(s) etc]**
- [Signature of the director(s) etc]**
- L.S.
- L.S.
- Common Seal

Or

(j) #SIGNED, SEALED and DELIVERED)
 by [name of participant] being a participant)
 of the [name of the unincorporated joint venture])
 by [])
 his/her/its** attorney under power of attorney)
 dated [])
)
 in the presence of:)
)
)
 [Name])
 [Occupation])
 [Address])

*[Signature of the
attorney]**



NOTES: (for preparation of but not inclusion in the engrossment of this performance bond)

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

Case (b) is for use where the Consultant is a partnership.

Case (c) is for use where the Consultant/Surety is a company incorporated in Hong Kong and executes the deed with a Common Seal.

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

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

Case (f) is for use where the joint venture participant is a sole proprietor.

Case (g) is for use where the joint venture participant is a partnership.

Case (h) is for use where the joint venture participant is a company incorporated in Hong Kong and executes the deed with a Common Seal.

Case (i) is for use where the joint venture participant is a company incorporated in Hong Kong and executes the deed without a Common Seal.

Case (j) is for use where the joint venture participant executes the deed under a power of attorney.

- * The italic parts are not part of the execution clause. They are for guidance or information only.
- ** Select the correct expression for use. If none is applicable, insert an appropriate expression.
- ^ The deed shall be executed by all the partners. Add more names if required.
- # Select the appropriate form or forms and repeat for the Consultant, each participant of the unincorporated joint venture of the Consultant and Surety.

CONSULTANT'S PERFORMANCE REPORT (AACSB)

Part I - Summary of Performance	
Department: _____	
Interim Report for Quarter ending _____ / Special Report dated _____ / Final Report *	
A. Details of Agreement	
Agreement No.: _____	
Agreement title: _____	
Category of consultancy: _____	
Type of Agreement: Feasibility /Investigation/Design & Construction/Others (please specify) _____ *	
Consultant's Name: _____	
B. Agreement Duration and Stage Commencement date : _____ Original completion date : _____ (for the whole assignment) Anticipated/Actual * completion date: _____ Reason for variation in time (for Final Report): _____	Stage of work (for Interim Report): <u>Architectural</u> <input type="checkbox"/> Workstage 1/2 <input type="checkbox"/> Workstage 3/4 <input type="checkbox"/> Workstage 5/6
C. Fee Fee basis: Lump sum/Time charge/Percentage/ Others (please specify) _____ * Original Fee :\$M _____ (excluding Notional Value) Latest Estimate/Actual * Fee: \$M _____	Reason for variation in fee (for Final Report): _____
D. Performance Score (Interim / Special Report Only)	
Performance Score: _____ (Please refer to Part II)	
E. Overall Assessment	
Overall Performance: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <input type="checkbox"/> G : Good or above <input type="checkbox"/> Ac : Acceptable <input type="checkbox"/> U : Unacceptable <input type="checkbox"/> N : Not Applicable </div> <div style="width: 50%;"> For Interim Report: A "Very Poor" grading in any critical assessment item in Part II will render the overall performance "Unacceptable". If no such item is rated "Very Poor", the overall performance will be rated according to the performance score (PS): G: PS ≥ 70, Ac: 40 ≤ PS < 70, U: PS < 40 </div> </div>	
This Report is NOT ADVERSE / ADVERSE * (The report shall be "adverse" if the overall performance is "Unacceptable") (For Interim Report) * This Report is/is not* a CONSECUTIVE ADVERSE REPORT under the Assignment. * This Report is the _____ ADVERSE REPORT under the Assignment. (the numbering of this adverse report)	

*** Delete as inapplicable**

F. Remarks by Reporting Officer (at a rank of senior professional or above):

Is the Consultant technically competent? *(Please tick as appropriate)*

☐ Yes

☐ No

If the performance of the consultant is in any respect "Poor" or "Very Poor", please indicate what actions have been taken to draw the consultant's attention to their shortcomings and the consultant's responses, if any:

Report by :

(_____)

Title.....

Date.....

G. Countersigning by Director's Representative:

Supplementary comments, if any:

(_____)

Director's Representative

Title.....

Date.....

H. Endorsement by Departmental Consultants Review Committee:

This report is endorsed/has been amended * by the Chairman, Consultants Review Committee.

Supplementary comments (only if the Reporting Officer's report is amended):

(_____)

Chairman, Consultants Review Committee

Title

Date.....

* Delete as inapplicable

Note: All parts of the Consultant's Performance Report shall be copied to the consultant.

CONSULTANT'S PERFORMANCE REPORT (AACSB)

Part II - Detailed Assessment of Performance

Item	Aspects of Performance	VG	G	S	P	VP	NA	Max. Score	Applicable Max. Score	Consultant's Score	Weighted Score
A. Stage Assessment											
1. Workstage 1/2 (AACSB)											
1.1	Recommendations			x				10	10	5.0	
(a)	Quality of recommendation							7	7	3.5	
(b)	Technical consideration			x							
(c)	Consideration of environmental friendliness, energy efficiency health & safety, and life cycle costs			x				5	5	2.5	
(d)	Consideration of alternatives and innovative ideas			x				7	7	3.5	
1.2	Consultation and public engagement			x				3	3	1.5	
1.3	Cost estimates & quality of reports						x	8	0	0.0	
	Stage period: <u>3.0</u> month(s)							40	32	16.0	10.0
2. Workstage 3/4 (AACSB)											
2.1	Design solutions			x				10	10	5.0	
(a)	Quality of Design			x				5	5	2.5	
(b)	Technical consideration										
(c)	Consideration of environmental friendliness, energy efficiency health & safety, and other factors				x			5	5	2.5	
(d)	Consideration of alternatives and innovative ideas		x					3	3	2.3	
2.2	Consultation and public engagement			x				3	3	1.5	
2.3	Cost estimates & quality of tender documents/drawings (Note 5)			x				10	10	5.0	
2.4	Tender assessment			x				4	4	2.0	
	Stage period: <u>3.0</u> month(s)							40	40	20.8	10.4
3. Workstage 5/6 (AACSB)											
3.1	Supervision of contractors						x	8	0	0.0	
3.2	Administration of contracts						x	6	0	0.0	
3.3	Recruitment, supervision and administration of site staff						x	5	0	0.0	
3.4	Financial control of contracts						x	5	0	0.0	
3.5	Certification of interim payments/final accounts						x	5	0	0.0	
3.6	Handling of contractors' claim						x	4	0	0.0	
3.7	Provision of record drawings/manuals/other records						x	3	0	0.0	
3.8	Provision of design input						x	4	0	0.0	
	Stage period: _____ month(s)							40	0	0.0	0.0
B. General Assessment											
4. Aspects for General Assessment											
4.1	Programming, progress reports and adherence to programme			x				8	8	4.0	
4.2	Competency and adequacy of staff		x					10	10	7.5	
4.3	Achievement of objectives and targets			x				8	8	4.0	
4.4	Effectiveness in surmounting problems			x				6	6	3.0	
4.5	Familiarization with and adherence to Government requirements and procedures				x			5	5	2.5	
4.6	Participation and responsiveness of principals		x					5	5	3.8	
4.7	Management of sub-consultants/ Liaison with other consultants				x			4	4	2.0	
4.8	Planning, preparation and management of site investigation/ field work						x	4	0	0.0	
4.9	Relationship between consultants and the managing department		x					4	4	3.0	29.8/50*60
4.10	Public relations						x	3	0	0.0	
4.11	Adoption of Building Information Modelling						x	3	0	0.0	
								60	50	29.8	35.7
								Performance score		56.1	
								Bonus Score		0.0	
								Total Performance score		56.1	

General Notes:

- Mark appropriate box of performance (i.e. VG, G, S, P, VP) for each applicable item with "x".
- Put "x" in the "NA" column for inapplicable items.
- Fill in "Stage period" in months (to one decimal place) for the stage(s) in the quarter.
- Critical assessment items are shown in bold italics (i.e. item 1.1(a), 2.1(a), 3.1, 4.1, 4.2 and 4.3). A "Very Poor" rating in any of these items will render the overall performance "Unacceptable". Item 2.3 is a critical assessment item for Quantity Surveying (QS) consultancies only.
- The performance scores displayed are rounded to 1 decimal place.
- A bonus score will be added to the performance score if 3 or more of the following items are rated "G" or "VG":
 - For (i) Feasibility Study / Investigation Agreements and (ii) Design & Construction Agreements with Workstage 1/ 2 (AACSB):
 - Items 1.1(a), 1.1(b) , 1.1(c), 1.1(d) and 4.2
 - For (i) Design & Construction Agreements and (ii) Feasibility Study / Investigation Agreements with Workstage 3/ 4 (AACSB):
 - Items 2.1(a), 2.1(b) , 2.1(c), 2.1(d) and 4.2
 - For AACSB QS Consultancy Agreements (Workstage 5/ 6):
 - Items 3.2, 3.4, 3.5, 3.6 and 4.2

Details of the bonus score system are given in Section 2.7.5 of the Guidance Notes in Appendix B of DEVB TC(W) No. 3/2016.

Notes for computing Performance Score:

- Max. scores are predetermined weightings assigned to the item (could not be changed)
- For applicable items, applicable max. score = max. score. For "NA" items, applicable max. score = 0
- | | |
|------------------|------------------------------|
| Grade | Consultant's Score |
| VG (Very Good) | 1.00 x applicable max. score |
| G (Good) | 0.75 x applicable max. score |
| S (Satisfactory) | 0.50 x applicable max. score |
| P (Poor) | 0.25 x applicable max. score |
| VP (Very Poor) | 0.00 x applicable max. score |

Note: All parts of the Consultant's Performance Report shall be copied to the consultant.

GUIDANCE NOTES FOR COMPLETION OF CONSULTANTS' PERFORMANCE REPORTS

(This guidance notes has been revised to incorporate operation of the CNPIS)

1. General

- 1.1 Consultants' performance reports should be completed with accurate and concise information, highlighting the consultants' strengths and weaknesses. The performance assessment of consultants in a consultancy agreement will be done by means of Interim Reports, a Final Report, and in exceptional circumstances, Special Reports using the same report form. These notes serve to provide guidelines in completing the performance reports.

2. Interim Report

- 2.1 Interim Reports shall be completed for quarters ending March/June/September/December. The report consists of two parts: Part I - Summary of Performance and Part II - Detailed Assessment of Performance. The Part II is further divided into two parts, i.e. the stage assessment and the general assessment. The stage assessment will focus on the aspects of performance specific to an individual stage of the assignment whereas the general assessment will focus on the aspects common to all stages. The Reporting Officer shall complete sections on all applicable stages relevant to the consultancy agreement and the section on the general assessment.
- 2.2 An Interim Report is required irrespective of whether the reporting period, during which the consultancy assignment is in progress, covers the entire quarter. For example, if an agreement was completed in February, an Interim Report shall still be submitted for reporting the consultant's performance in January and February, together with a separate Final Report as described in paragraph 3 below.
- 2.3 An Interim Report should also be submitted even if no detailed assessment could be made due to various reasons, such as no appreciable activity being carried out by the consultant (e.g. the works contract is in the maintenance period and the consultant's significant input is no longer required, study is substantially completed, the remaining Stage/Phase does not proceed), or the assignment being suspended during the reporting quarter. To facilitate easy and quick logging of such "no activity" or "no assessment" reports, the assessment aspects in Part II of the report are set by default as "NA". The Reporting Officer should include, in Section F of the report, a concise reason for submitting such a "no activity" or "no assessment" report. For such reports, no performance score will be computed. For consultancy under suspension which is registered in the CNPIS, the System will generate "NA" Interim Report automatically. Notwithstanding the above, if a consultant does not perform satisfactorily even when the required input is not significant, the procuring department should submit an interim report with proper assessment to reflect the poor performance.

2.4 Part I - Summary of Performance

2.4.1 Section A – Details of Agreement

The name of the consultant has to be selected from the list given in the CNPIS (approach the System administrator if no one on the list matches the name of the appointed consultant) and it should be the same as that appearing in the Memorandum of Agreement. If the consultancy agreement is awarded to a joint venture, all consultants in the joint venture should be identified. The User Manual (which could be downloaded from the system) of CNPIS should be consulted regarding the way of treating joint ventures in the CNPIS.

2.4.2 Section B - Agreement Duration and Stage

Stage of work	It refers to the stage of work to which the Interim Report applies. More than one stage may exist in the same reporting period.
---------------	---

Anticipated/Actual completion	The anticipated completion date should be the latest forecast of the likely completion date based on an assessment of the actual progress and anticipated progress on uncompleted services. The actual completion date will be the date by which the Director's Representative is satisfied that the consultant has completed all necessary services under the agreement.
-------------------------------	---

2.4.3 Section C – Fee (million) (some of the information will be captured automatically by the CNPIS from information kept under “Agreement Enquiry”

Fee basis	Lump sum /time charge /percentage to be indicated
-----------	---

Original fee	For lump sum fee basis, it refers to the approved lump sum fee as indicated in the Fee Proposal of the consultant. For time charge fee basis, it refers to the estimated fee based on the approval time charge rates and the notional time or the approved time charge ceiling as appropriate. For percentage fee basis, it refers to the fee based on the agreed percentage fee and the estimated construction cost. The original fee to be stated in this section need not include the approved fee ceiling for additional Services.
--------------	--

Latest Estimated Fee	The latest estimate of the final fee.
----------------------	---------------------------------------

Actual fee	The actual fee shall be reported in the Final Report. It shall be the final amount paid or payable to the consultant for the Agreement but excluding all out-of-pocket money paid to the consultant on reimbursement basis (i.e. it will include the original lump sum, fees accounting for additional Services, variations, price fluctuation and etc.,). If the final account has not yet been settled due to unsettled claims or other reasons, while the services under the assignment has been completed by the consultant, the Final Report could still be submitted, and in such case the Reporting Office should report here the latest estimate of the final fee taking into account all factors known at the time.
------------	--

2.4.4 Section D – Performance Score

Upon completion of the detailed assessment in Part II of the report form, the CNPIS will calculate the performance score and transfer it to this Section. The marking system is described in paragraph 2.5.

2.4.5 Section E - Overall Assessment (generated automatically by CNPIS based on the following criteria)

- (a) A "Very Poor" grading in any of the critical items (see paragraph 2.7 and Part II of the report form) will render the overall performance "Unacceptable", and hence an adverse report, irrespective of the performance score.
- (b) If no critical assessment item is graded "Very Poor", the performance score will determine the grading of the overall performance. The overall performance will be "Unacceptable" if the performance score is less than 40 and the report will thus be classified as adverse. A "Good or above" grading should be given when the performance score reaches 70 or above. In between, an "Acceptable" grading will be given.
- (c) The CNPIS will automatically classify whether a report is "adverse" or not based on (a) and (b) above. If the report concerned is adverse, the CNPIS will automatically extract from the database if this is a consecutive adverse report and the total number of adverse reports, including the one being prepared.
- (d) If no assessment was made on any aspects in Part II of the report, the overall grading will be taken as "NA".

2.4.6 Section F – Remarks by Reporting Officer

The Reporting Officer shall be an officer of a rank of senior professional or above. He/she should provide general comments on the consultant's performance in the reporting period. Elaboration should also be given for any aspects graded as "Very Good", "Good", "Poor" or "Very Poor". In case of an adverse report, reasons shall be given to substantiate the assessment.

2.4.7 Section G – Countersigning by Director's Representative

The Director's Representative shall review the assessment made by the Reporting Officer and satisfy himself/herself that the assessment is substantiated with evidence, particularly in the case of an adverse report. The DR shall provide supplementary comments in this Section of the consultant's performance report for review by CRC in case of an adverse report.

2.4.8 Section H – Endorsement by Departmental Consultants Review Committee

The report should be endorsed by the Consultants Review Committee (CRC) of the department.

2.4.9 All parts of the Consultant's Performance Report shall be copied to the consultant to ensure transparency of the report system.

2.5 Marking System

2.5.1 The performance grading for individual aspect shall have the following meaning:

-

VG (Very Good)	denotes that the performance has been significantly and consistently better than that required by the Agreement.
G (Good)	denotes that the performance has consistently met and occasionally exceeded that required by the Agreement.
S (Satisfactory)	denotes that the performance has on average generally attained that required by the Agreement.
P (Poor)	denotes that the performance is below that required by the Agreement, though without serious deficiencies; or where instructions/reminders have to be repeatedly issued and the work has consistently to be redone in order to attain a satisfactory level; or the performance could only attain that required by the Agreement through enhanced supervision effort from the project office.
VP (Very Poor)	denotes that the performance is significantly below that required by the Agreement; or where instructions/reminders have to be repeatedly issued and the work has consistently to be redone but is still unable to attain a satisfactory level.

2.5.2 Intermediate grading is not allowed.

2.5.3 The scores for the various grades are:

Grade	Scores
Very Good (VG)	1.00 x applicable maximum score
Good (G)	0.75 x applicable maximum score
Satisfactory (S)	0.50 x applicable maximum score
Poor (P)	0.25 x applicable maximum score
Very Poor (VP)	0.00 x applicable maximum score

2.5.4 Each assessment item is assigned with a pre-determined "maximum score", which could not be changed, to reflect its weighting in the performance assessment.

2.5.5 Some assessment items may not be applicable. The Reporting Officer could mark such item(s) "NA" in the report (Part II). The corresponding "applicable maximum scores" for such item will then be set zero. For applicable items, the "applicable maximum score" will be equal to the "maximum score" for that item. The consultant's score for an assessment item is calculated by multiplying the rating of the grade (e.g. 0.5 for "Satisfactory") with the "applicable maximum score".

2.5.6 Stage Assessment

- (a) The procuring departments should complete their assessment under the appropriate stage(s) of the performance report form according to the type of agreement they have indicated or the nature of the assignment.
- (b) The maximum score for the stage assessment is 40 marks. The period of each stage, in case of multi-stage or other applicable situations, should be indicated in the "stage period" (in months rounded off to the 1st decimal place) in Part II of the report.

Single Stage Period

- (c) If there is only one stage in the whole quarter, a single-stage score will be computed out of a total of 40 marks, regardless of whether the report or the concerned stage occupy the entire 3 month reporting period.

For example, assume that some "NA" items exist such that:
total applicable maximum score = 32, and
the consultant's total score = 20.

The consultant's total score for the stage assessment has to be adjusted to the 40-mark level accordingly,
i.e. $20/32 \times 40 = 25$, hence, the "adjusted score" = 25 for the stage assessment.

Multi-stage Period

- (d) In case there is more than one stage in the same quarter (either two or more stages carried out sequentially or a few stages carried out in parallel during the reporting quarter), the "adjusted scores" of respective stages will be computed with regard to the relative proportion of the stage concerned. Therefore, the stage period to be entered in Part II of the report for such case shall be the relative weights for each stage rather than the actual time span. The Reporting Officer may however need to assess the relative proportion taking into account resources deployed and other factors applicable for each stage (consultant's comments on this may be invited, if necessary, before completing the report form).

For example, assume that:

<i>Stage</i>	<i>Stage Period</i>	<i>Consultant's Score</i>
Investigation	1 month	30
Construction	3 months	36

Then, for Investigation Stage,
adjusted score = $30 \times 1/(1+3) = 7.5$, and

for Construction Stage,
adjusted score = $36 \times 3/(1+3) = 27$.

The combined adjusted score for the stage assessment = $7.5 + 27 = 34.5$.

- (e) For a consultancy agreement with a number of projects proceeding at different stages during the same reporting period, the Reporting Officer should consolidate the performance assessment in each stage by taking all projects in that stage as a whole for consideration. The Reporting Officer may need to consider the weight of individual project under the same consultancy and produce the report for submission.

2.5.7 General Assessment

The maximum score for the general assessment is 60 marks. The "adjusted score" will be the consultant's score under this section adjusted to the 60-mark level for "NA" items as illustrated in paragraph 2.4.6(c) above for the stage assessment. It is further noted that in some specialist assignments, the Reporting Officer may consider none of the stage assessment aspects relevant, hence the assessment is only given against the aspects in the general assessment section. In such exceptional case, the performance score shall be adjusted to the 100-mark level.

2.5.8 Performance Score

The performance score is the sum of the adjusted scores of the stage assessment and general assessment. It will determine the grading of the overall performance in Section E of Part I (refer to paragraph 2.4.5).

2.6 As mentioned in paragraph 2.5.6(a), departments shall determine the appropriate stage of an assignment, including the Environmental Monitoring & Audit (EM&A) assignments or any other assignments that are different in nature from a conventional engineering or architectural assignment. Nonetheless, as EM&A assignment is becoming more frequently engaged, it is referred to, in the following paragraphs, as an example of assessing it as an investigation assignment to illustrate how the performance aspects could flexibly apply to consultancy assignments of different nature. The Reporting Officer could also assess the consultant's performance using assessment aspects of different stages by setting a relative proportion of the different stages involved to suit assignments of different nature. However, for maintaining uniformity, the maximum score for each assessment aspect shall not be changed.

2.7 Guidance Notes for Part II – Detailed Assessment of Performance

The following guidance notes are provided to facilitate the assessment of individual aspect in Part II. **Items with asterisk (*)** are critical assessment items as mentioned in paragraph 2.4.5(a). A "Very Poor" grading in any of these critical items will result in an "Unacceptable" grading for the overall performance.

As this report is only for assessing the performance of the consultant with whom the consultancy agreement is entered. Discount should not be applied to the grading of the main consultant for any problem that is entirely due to the non-performance of sub-consultants who are not parties of the agreement. Nevertheless, in such case the ability of the main consultant in managing their sub-consultants would be questionable and should be examined by the Reporting Officer.

2.7.1 Feasibility/Investigation Stage

(a) Recommendations

(i) Quality of recommendation (*)

Criteria	Description
Methodology, judgement & constructive thoughts	Adopt appropriate methodology in accordance with established standards for the task, put forward recommendations & deliverables and identify risk, constraints and development opportunities with proper judgement and constructive thoughts
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.
Statutory submission & compliance	Fulfil effectively and punctually statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, consultancy brief, circulars, guidelines, parameters and criteria, etc.
Recommendations & deliverables	Comply with development parameters, functional, value for money, practical, sustainable, and well-balanced recommendations & deliverables which weight favourably among technical, costs, risks, environment, health and safety, saving in manpower, public aspirations and other relevant factors

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Research & analysis	Comprehensive research into relevant background and detailed analysis taking into account the information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Other considerations	Visual performance, flexibility for planning, fast-tracking of works programme, mechanisation, prefabrication and other productivity enhancement, circulation efficiency, spatial and historical context, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and life cycle costs

Criteria	Description
Sustainable development	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Recommendations & deliverables which are compatible with the surrounding environment
Enhancement	Recommendations & deliverables which enhance the affected environment and minimize health & safety hazards, as well as apply the principle of “Design for Safety” effectively
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient feature as appropriate (DEVB TC No. 2/2015 refers)
Life cycle costs	Recommendations & deliverables with due regard to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes
Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including social, economical, environmental, health & safety, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the recommendations & deliverables to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

(b) Consultation and public engagement

Criteria	Description
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Public engagement	Sufficient and well organized public engagement activities
Collaboration of public inputs	Collaborate public inputs and resolve objections efficiently and effectively
Consultation materials	Consultation materials including presentation materials, models, animation, drawings, plans and figures which are legible, appealing to the readers, allowing the readers to visualize conceptual schemes proposed and in layman's terms which are also suitable for the general public

The assessment should be based on the consultants' performance in the process of consultation and public engagement, i.e. whether the consultant has diligently considered all stakeholders' views and come up with balanced recommendations. The assessment on consultants' performance should not be based only on the end results.

(c) Cost estimates & quality of reports

Criteria	Description
Cost estimates	Comprehensive, realistic, up-to-date and accurate (excluding factors outside consultants' control) with sufficient details to support the recommendations and deliverables including any cost reduction and expenditure levelling
Presentation	Clear, concise and convincing presentation in the reports and with sufficient details to support the recommendations & deliverables
Drawings, plans and figures	Drawings, plans and figures which are legible, appealing to the readers and allowing the readers to visualize conceptual schemes proposed in the recommendations & deliverables
Timeliness	Submit reports in time to meet the original programme

2.7.2 Design and Contract Stage

(a) Design solutions

(i) Quality of design (*)

Criteria	Description
Design	Functional, technically sound, practical, durable, value for money and compliant with design criteria
Statutory submission & compliance	Fulfil effectively and punctually statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Buildability	Adoption of “3-S Principle”, namely “Standardisation”, “Simplification”, “Single Integrated Elements”, incorporation of project and asset life cycle management and coordination, ease of construction, etc.
Other design considerations	Fast-tracking of works programme, circulation efficiency, aesthetics, mechanisation, maintainability, prefabrication and other productivity enhancements, etc. while balancing against other constraints, e.g. political, environment, health and safety, etc.

In case the project office identifies any serious design problem, e.g. inadequacy of design submission, significant overdesign or excessive provision, etc., a “Poor” or “Very Poor” rating shall be given, depending on the degree and extent of the problem identified.

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and other factors

Criteria	Description
Sustainable construction	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Design solutions which are compatible with the surrounding environment
Enhancement	Design solutions which enhance the affected environment and minimize health and safety hazards, as well as apply the principle of “Design for Safety” effectively
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Materials	Avoid using materials harmful to the environment and people
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient features as appropriate (DEVB TC No. 2/2015 refers)
Life cycle costs	Cost effective design solutions with due regard to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable
Site supervision arrangement (where applicable)	Devise effective means to (i) achieve the effectiveness and efficiency of site supervision, (ii) enhance site safety and (iii) attain a reasonable size of site supervision team

For the criterion on site supervision arrangement, a “Good” or “Very Good” rating may be considered if viable solutions with adequate details can be provided in the quality site supervision plan (e.g. adoption of advanced technologies, contractors’ self-certification mechanism, sensible staff deployment strategy, etc.)

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes
Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including environmental, drainage, traffic, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the design solutions to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

(b) Consultation and public engagement

Criteria	Description
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Public engagement	Sufficient and well organized public engagement activities
Collaboration of public inputs	Collaborate public inputs and resolve objections efficiently and effectively
Consultation materials	Consultation materials including presentation materials, models, animation, drawings, plans and figures which are legible, appealing to the readers, allowing the readers to visualize conceptual schemes proposed and in layman's terms which are also suitable for the general public

The assessment should be based on the consultants' performance in the process of consultation and public engagement, i.e. whether the consultant has diligently considered all stakeholders' views and come up with balanced recommendations/design solutions. The assessment on consultants' performance should not be based only on the end result.

(c) Cost estimates & quality of tender documents/drawings (*)¹

Criteria	Description
Cost estimates	Comprehensive, realistic, up-to-date and accurate (excluding factors outside consultants' control) with sufficient details to support the recommendations & deliverables including any cost reduction and expenditure levelling
Contract arrangements	Select the most suitable contract packaging arrangements and types of contract for the works
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Quality	Contract documents and drawings which are complete, adequate and comprehensive for the works
Timeliness	Submit contract documents in time to meet the construction programme

(*)¹ Become a critical assessment item for Quantity Surveying consultancies.

(d) Tender assessment

Criteria	Description
Compliance	Comply with statutory requirements, tender assessment procedures, etc.
Technical support	Adequate technical support in facilitating a thorough tender assessment
Evaluation and recommendations	Thorough evaluation and sound recommendations with due regard to all relevant factors and considerations

2.7.3 Construction Stage

(a) Supervision of contractors (*)

Criteria	Description
Role as the Engineer/Supervising Officer/ Surveyor/ Project Manager/ Project Manager's Delegate/ Services Manager/ Supervisor	Adequately fulfil the role as the Engineer/Supervising Officer/Surveyor/ Project Manager/ Project Manager's Delegate/ Services Manager/ Supervisor in the works contracts
Supervision and quality management	Perform close supervision of contractors and works according to Director's Representative approved quality site supervision plans to check that the contractors have met their obligations (including due submission of records of request for inspection and/or survey check) and delivered the works to the requisite specifications, standards, productivity enhancements and quality. Ensure timely signing-off and proper documentation of contemporaneous and traceable records of request for inspection and/or survey check
Health & safety and environmental management	Ensure contractors' compliance with the approved health & safety and environmental management plans to minimize health and safety hazards and impacts to the environment
Mitigation measures and follow-up actions	Take all necessary mitigation measures and follow-up actions promptly to ensure the quality, health & safety and environmental friendliness of the works as well as the completeness of records of requests for inspection and/or survey check

(b) Administration of contracts

Criteria	Description
Statutory submission & compliance	Fulfil effectively and punctually statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Impartiality & thoroughness	Administer the contracts impartially and thoroughly
Progress of works	Administer the contracts in a timely and professional manner including keeping the Director's Representative well informed of progress or works, productivity, milestone events and any latest development
Variation to contract works / change to works information	Handle variation orders, change to works information, drawings, schedules, estimates and related matters necessary for completion of the works in a timely and effective manner
Handling of complaints & enquiries	Respond effectively and efficiently complaints and enquiries by members of public, District Councils, etc.

The project office should review whether the variations or changes to works information are related to the quality of design or tender documents/drawings in the assessment of this item.

(c) Recruitment, supervision and administration of site staff

Criteria	Description
Establishment	Propose reasonable site staff establishment for different construction stages to ensure adequate supervision throughout the construction period
Recruitment	Recruit suitable site staff with adequate qualification and experience at appropriate timing and in an open and fair manner
Management of site staff	Effective site staff management including administration and supervision of site staff according to Director's Representative approved quality site supervision plans and deployment of effective plans/means to deal with fluctuating workload.
Supervision quality	Ensure resident site staff's performance in site supervision and contract administration; adopt smart site safety system, advanced technologies and contractors' self-certification mechanism as applicable.

For the criterion on supervision quality, a “Good” or “Very Good” rating may be considered if benefits are seen through the adoption of smart site safety system, advanced technologies and/or contractors’ self-certification mechanism in the contract.

(d) Financial control of contracts

Criteria	Description
Measurements and expenditure	Monitor closely the measurement and expenditure of the contracts
Valuation of variations, changes to works information, claims and compensation events	Update punctually the financial position including prompt valuation of variations, changes to works information, claims and compensation events
Reporting	Forecast forthcoming expenditure and keep the Director’s Representative abreast of the financial position of the works contracts including the likely costs of major variations, changes to works information, claims and compensation events
Timeliness	Alert timely Director’s Representative the likelihood of the approved budgetary expenditure being exceeded due to e.g. variation, changes to works information, claims, compensation events and other commitments and provide the necessary information and support

(e) Certification of interim payments/final accounts

Criteria	Description
Interim payments	Accurate and expeditious certification of interim payments
Final accounts	Accurate and expeditious preparation, settlement and certification of final accounts

(f) Handling of contractor's claims

Criteria	Description
Thoroughness, fairness and timeliness	Handle contractor's claims/compensation events/early warnings thoroughly, fairly and promptly. Prompt and detailed assessment of contractor's claims/compensation events and timely determination of the claims/compensation events in accordance with the time frame under the contract with reasons for acceptance or rejections of claims/compensation events
Reporting	Keep the Director's Representative abreast of contractor's monetary and Extension of Time claims/compensation events/early warnings and the progress in the handling of the claims/compensation events/early warnings/risk register

The project office should review the consultants' justifications for any non-compliance with the time frames for assessment of claims or compensation events in the assessment of this item.

(g) Provision of record drawings/manuals/other records

Criteria	Description
Compliance	Comply with statutory requirements, submission requirements upon completion of works, etc.
Timeliness	Efficient and timely provision of the record drawings, manuals and other records for the completion of the works
Quality	Accurate, appropriate, clear and comprehensive provision of record drawings, manuals and other records

(h) Provision of design input

Criteria	Description
Design input	Provision necessary design input during construction stage, including review of design assumptions, revisions in designs, preparation of further design, checking of contractor's design, etc., in a timely and responsible manner, as well as apply the principle of "Design for Safety" effectively
Quality of design	Quality of design input during construction stage; or design issues identified during construction stage that reflect the quality of design developed at design stage

In case the project office identifies any serious problem associated with the design developed by the consultants, a "Poor" or "Very Poor" rating shall be given, depending on the degree and extent of the problem identified.

2.7.4 General

(a) Programming, progress reports and adherence to programme (*)²

Criteria	Description
Programme, updates and progress report	Provide regular, realistic, adequate clear and accurate programme, programme updates and progress reports, as appropriate in relation to the assignment and the project as a whole
Major critical activities and floats	Provide realistic programme by substantiating the time allowed in major critical activities and appropriate allocation of floats and time risk allowances in the programme
Adherence to programme	Adhere to programme to ensure that the milestones are achieved in a timely manner
Role as the Engineer/ Supervising Officer/ Surveyor/ Project Manager/ Project Manager's Delegate/ Services Manager/ Supervisor	Fulfil the role as the Engineer/ Supervising Officer/ Surveyor/ Project Manager/ Project Manager's Delegate/ Services Manager/ Supervisor in relation to progress and programme of the contracts by thoroughly examining contractors' programme; closely monitoring the contractor's progress and taking prompt action to minimise any delay or better still recover any time lost; alerting the Director's Representative in advance the possible risk to the programme induced by any unforeseen factor

(*)² The assessment should not simply be based on the comparison between the latest programme and the baseline programme. However, in case of substantial programme slippage, reasons (e.g. factors outside the control of the consultants) should be given for not assigning the "Very Poor" grading to this criterion.

(b) Competency & adequacy of staff (*)

Criteria	Description
Qualified and experienced staff	Allocate adequate and appropriate qualified and experienced staff to the relevant posts for the assignment
Staffing proposal and manpower input	Adhere to the committed staffing proposal and manpower input
Performance	Devote the necessary amount of time and effort by the consultants' staff to the assignment to achieve the required performance

(c) Achievement of objectives and targets (*)

Criteria	Description
Objectives and targets	Fulfil the scope and achieve the objectives and targets of the Brief

(d) Effectiveness in surmounting problems

Criteria	Description
Prevention of problems	Capability in identifying potential problems so as to minimize problems from happening
Problems solving	Take the lead promptly in putting forward effective solutions to resolve problems

(e) Familiarization with and adherence to Government requirements and procedures

Criteria	Description
Government requirements and procedures	Familiar with and adhere to Government policies, procedures, technical memoranda, technical circulars, and design standards that have bearing on the project

(f) Participation and responsiveness of principals

Criteria	Description
Participation and responsiveness	At least one Partner or Director takes active interest in the assignment to the extent of attending relevant meetings with Government, and being fully conversant with the progress and relevant aspects of the assignment

(g) Management of sub-consultants/ Liaison with other consultants

Criteria	Description
Effective management / Effective liaison	Manage effectively the performance of sub-consultants / Liaise effectively with other consultants
Coordination of sub-consultants' activities and works / Coordination of other consultants' work	Coordinate effectively the activities and works of sub-consultants / Coordinate effectively the work of and input from other consultants
Response to complaints / queries from Director's Representative	Respond promptly and efficiently to any complaints/ queries from the Director's Representative relating to the services of the sub-consultants / other consultants

(h) Planning, preparation and management of site investigation/field works

Criteria	Description
Planning & preparation	Plan site investigation, field works and prepare proposals in appropriate and timely manner
Management	Proper administration of site investigation, field works and laboratory testing contracts

(i) Relationship between consultants and the managing department

Criteria	Description
Relationship with managing department	Approachable, helpful and maintain good working relationship with the managing department
Claim attitude	Maintain reasonable claim attitude

(j) Public relations

Criteria	Description
Presentation materials and attending external meetings	Provide adequate presentation materials and appropriate staff to attend meetings with statutory bodies, boards, council, committee and other public organizations
Relationship with the general public	Maintain good relationship with relevant public bodies, community organizations and the general public

(k) Adoption of Building Information Modelling (BIM)

Criteria	Description
BIM uses	Applicability and functionality meet the project requirements (e.g. facilitates project planning and decision making)
Quality	The BIM model contains sufficient details with accuracy and is optimal for project coordination throughout different project stages effectively.
Timeliness	The BIM model is developed/ updated in a timely manner that reflects the actual project progress

2.7.5 Bonus Score System

- (a) For (i) Feasibility Study / Investigation Agreements and (ii) Design & Construction Agreements with Workstage 1/ 2 (AACSB)

Total number of “G” or “VG” ratings in Items 1.1(a), 1.1(b), 1.1(c), 1.1(d) and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

- (b) For (i) Design & Construction Agreements and (ii) Feasibility Study / Investigation Agreements with Workstage 3/ 4 (AACSB)

Total number of “G” or “VG” ratings in Items 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

- (c) For AACSB Quantity Surveying Consultancy Agreements [Workstage 5/ 6]

Total number of “G” or “VG” ratings in Items 3.2, 3.4, 3.5, 3.6 and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

Notes:

- 1) If the original performance score is less than 40, a bonus score shall not be applied to calculate the total performance score.
- 2) In case there is more than one stage in the same quarter, a bonus score from either one of the stages, whichever is greater, will be given disregarding the relative proportion of the stages concerned. Hence, the maximum bonus score to be granted is capped at 5 (i.e. from only one of the stages).

2.7.6 Assessing Quantity Surveying Consultants' Performance

2.7.6.1 When assessing QS consultants' performance, in case of poor / very poor performance in final account settlement, the following guidelines shall be followed:

- (a) Poor / Very Poor rating should be given to Assessment Item 3.5 if the final account prepared by the QS consultant is of poor quality.
- (b) Poor / Very Poor rating should be given to Assessment Item 4.1 if the QS consultant has not provided a realistic and accurate programme for the final account settlement, or if the consultant did not update the programme regularly according to the actual progress of work.
- (c) Poor / Very Poor rating should be given to Assessment Items 3.5 and 4.1 if the QS consultant has not worked according to the agreed programme and delayed the settlement of the final account.
- (d) Poor / Very Poor rating should be given to Assessment Items 3.5 and 4.1 if the QS consultant has prepared a poor quality final account and the rectification of the errors affected the settlement of the final account.
- (e) Project officer should use his professional judgment to rate the performance of the contractor. If the delay in final account settlement is due to factors outside the control of the QS consultant e.g. uncooperation of the contractor in the agreement of the account, then reasonable evaluation should be taken before giving poor ratings to the above Assessment Items.

2.7.6.2 The following aspects of performance assessment in the Consultant's Performance Report should be marked "N/A" for QS consultancies:

Assessment Items:

- 3.1 Supervision of contractors
- 3.7 Provision of record drawings/manuals/other records
- 4.8 Planning, preparation and management of site investigation/conducting of field work
- 4.10 Public relations

3. Final Report

- 3.1 The Final Report is a summary of the consultant's overall performance on the completion of the assignment as a whole and serves as a general post-completion review of consultants' strength and shortcomings. Only Part I of the report is required to be completed and completion of Part II is not needed, and the Final Report will not be used in formulating the consultant's Past Performance Rating. The Final Report should be submitted together with the last Interim Report upon completion or termination of an assignment.

3.2 Variation in Time and Fee

Reasons should be given for substantial variations in fee, cost and/or programme for the agreement. Comments should be included on any problems in negotiating fees with the consultant for additional Services; and achieving original programme and budget.

3.3 Assessment

The grading in Section E should be based on the overall assessment of performance over the duration of the agreement. The grading should be briefly elaborated in Section F.

In the remarks/comments' sections, the assessment officers should indicate whether they are satisfied with the consultant's performance, and highlight any specific qualities, strong points and/or major shortcomings with a view to enable the consultants to seek continuous improvements.

In assessing the overall performance, for a consultant whose performance has initially been unsatisfactory but subsequently improved sufficiently to complete the assignment, significance of issues and effect on the outcome should be taken into account in the assessment.

4. Special Report

- 4.1 In exceptional circumstances, e.g. upon identifying a major default of the consultant or any serious incident regarding adverse performance of the consultant in an assignment (in most cases the incident concerned happened in a previous reporting period hence the need of a Special Report in addition to the quarterly Interim Report) the procuring department should submit a Special Report on the performance of the consultant. Completion of a Special Report shall be the same as that for an Interim Report. The CRC of the procuring department should consider if regulating action should be taken against the consultants in accordance with paragraph 22 in Annex I of DEVB TC(W) No. 3/2016.
- 4.2 A Special Report may be submitted between the submission of the quarterly Interim Report and even after the submission of a Final Report, if warranted. The procuring department should elaborate on the incident covered in the Special Report in sufficient detail. In very exceptional cases, more than one Special Report can be lodged in a quarter if warranted.

5. Marginally Acceptable Performance Reports

- 5.1 In order to critically review the performance of consultants that is marginally acceptable in the performance reports, the Director's Representatives should seek confirmation from the relevant AD/PD that these reports are still considered as "Not Adverse" despite few aspects of the reports are rated as "Poor" or "Very Poor" before submitting these reports to CRC for endorsement. Such confirmation should be stated in Section F (Remarks by Reporting Officer) of the consultants' performance reports.
- 5.2 If further information or clarification about the assessment of the performance report is required, the relevant AD/PD should discuss with the Director's Representatives or interview the consultants concerned.
- 5.3 If after reviewing these reports the relevant AD/PD considers that assessment of the relevant aspect(s) in performance report is not appropriate, the Director's Representatives should review and revise the assessment of these aspects in the reports accordingly. If necessary, adverse performance reports should be issued such that appropriate regulating action would be taken.
- 5.4 Under the following scenarios, the consultants' performance reports should be regarded as marginally acceptable.
 - (a) Total performance score is between 40 and 45; or
 - (b) There are 4 or more aspects rated as "Poor"; or
 - (c) There are 2 or more aspects rated as "Very Poor"; or
 - (d) There are 2 or more aspects rated as "Poor" plus 1 aspect rated as "Very Poor"
- 5.5 For the endorsement of these reports, the CRC would review these reports in details in the CRC meeting including the full reports, relevant correspondence and the confirmation by the relevant AD/PD.
- 5.6 After the issue of a "Marginally Acceptable" performance report has been endorsed by CRC, the CRC Chairman shall send a copy of the report under cover of a formal warning letter to the consultant at principal level. The warning letter should highlight the risk of issuing an adverse report if he could not improve his performance up to an acceptable standard in the subsequent reporting quarter, since a prolonged period of sub-standard performance is evidence to prove that the consultant has some persistent shortcoming/inadequacies in delivering the services and the issue of adverse reports is justified.

- 5.7 If the DR considers that the performance report in the subsequent reporting quarter is also marginally acceptable, he should seek confirmation from the relevant AD/PD and provide clarification (if necessary) as stated in Para. 5.1 to 5.3 above.

If the second consecutive performance report is considered by the AD/PD as marginally acceptable, the AD/PD is required to provide the following justifications for not issuing an adverse report to the CRC for consideration.

- (a) Aspect of performance persistently below the acceptable standard;
- (b) Follow-up actions taken by the consultant to improve performance;
- (c) Actions taken by the DR in close monitoring the consultant's performance e.g. interview, warning letters; and
- (d) Adverse effect of the consultant's sub-standard performance on the project.

By Post

Our Ref.:
Your Ref.:

[Date]

[Consultant Name and Address]

Dear Sirs,

Agreement No.:
Project Title:
Inform No.:
PWP No.:

Quarterly Report on Consultant's Performance
(1st/2nd/3rd/4th Quarter of [year])

Enclosed please find a copy of the Quarterly Report on Consultant's Performance for the captioned agreement for the period [date] to [date] endorsed by the Consultants Review Committee for your information and necessary action.

Should you wish to dispute the rating in the performance report, you should submit written representations to the Director of Architectural Services⁺ for review by fax at 2810 7341⁺ or by hand at Room 3520, 35/F, Queensway Government Offices, 66 Queensway, Hong Kong⁺ on or before [date]*.

Yours faithfully,

()
CA/CBSE/CPM/CPSM/CQS/CSE
Director's Representative

Encl.

c.c. Project Manager

Note:

* The 14th day after the letter date, including Saturdays, Sundays and Public Holidays.

⁺ For departments other than ArchSD, amend the attention party to the Head of procuring department with corresponding fax no. and address accordingly.

By Post

Our Ref.:
Your Ref.:

[Date]

[Consultant Name and Address]

Dear Sirs,

Agreement No.:
Project Title:
Inform No.:
PWP No.:

Final Report on Consultant's Performance

Enclosed please find a copy of the Final Report on Consultant's Performance for the captioned agreement endorsed by the Consultants Review Committee for your information and necessary action.

Should you wish to dispute the rating in the performance report, you should submit written representations to the Director of Architectural Services⁺ for review by fax at 2810 7341⁺ or by hand at Room 3520, 35/F, Queensway Government Offices, 66 Queensway, Hong Kong⁺ on or before [date]*.

Yours faithfully,

()
CA/CBSE/CPM/CPSM/CQS/CSE
Director's Representative

Encl.

c.c. Project Manager

Note:

* The 14th day after the letter date, including Saturdays, Sundays and Public Holidays.

⁺ For departments other than ArchSD, amend the attention party to the Head of procuring department with corresponding fax no. and address.

BY FAX AND BY REGISTERED MAIL

Our Ref :
 Tel No. :
 Fax No. :

Date

Name of Company
 Address

(Attn.: *Staff at principal level*)

Dear Sirs,

Consultancy Agreement No.: _____
Project Title : _____

Warning Letter-Consultant's Performance

I write to register our concern about your unsatisfactory performance under the captioned Agreement.

2. *(Describe the aspects of unsatisfactory performance or inadequacies in detail).* In order to allow us to review the matter in full perspective, you are invited to explain the reasons for the apparently unsatisfactory performance/inadequacies noted above or any factors that may have affected the discharge of the consultancy services to the Government.

3. You will appreciate that we are keen to ensure the quality and timely performance of the consultancy services. You are therefore advised to make every effort to rectify the shortcomings/inadequacies noted in the above paragraph and make suitable improvements *(specify any particular aspects or the standard required, if appropriate)*. Without prejudice to the Government's contractual rights and remedies, the matter would be reflected in your performance report which will be submitted to the Architectural Services Department Consultants Review Committee⁺ and the Architectural and Associated Consultants Selection Board. Your performance under the agreement may also be taken into account in our future consultant selection exercises.

4. In case there is anything you wish to draw to our attention or in respect of which our assistance is required, please do not hesitate to contact our *(Name of DR's Delegate)* at *(Telephone Number)*.

Yours faithfully,

Assistant Director / Project Director *()
 for Director of Architectural Services[&]

c.c. AD(QS)[^], Chairman of Consultants Review Committee
 Secretary of Consultants Review Committee
 DR's Delegate (Post)

** Delete as appropriate. Please be reminded that the standard warning letter shall be issued by an officer of at least D2 level.*

+ For departments other than ArchSD, it should refer to the Consultants Review Committee of the procuring department.

& For departments other than ArchSD, it should refer to the Head of the procuring department.

^ For departments other than ArchSD, it should refer to the Chairman of Consultants Review Committee of the procuring department.

By Fax and By Post

Our Ref.:
Your Ref.:

[Date]

[Consultant Name and Address]

Dear Sirs,

Agreement No.:
Project Title:
Inform No.:
PWP No.:

Letter of Completion of Agreement

I wish to notify you that I have been satisfied on Date ** that you have completed the services as defined in the Brief with the exception of those outstanding services listed in the schedule attached to this letter which you have agreed to complete as soon as possible.

I wish to remind you, however, that certain obligations in the Agreement, extend beyond the completion of the said services and draw your attention particularly to the following clauses in the General Conditions of Employment (GCE) and the Special Conditions of Employment (SCE)*:

GCE Clause 9	- Confidentiality
GCE Clause 12 (as amended by SCE Clause 17 or 23*)	- Retention of Documents and audit inspection
GCE Clause 21	- Exclusive ownership
GCE Clause 22	- Care and Diligence
GCE Clause 32	- Rendering of accounts
GCE Clause 36 (as amended by SCE Clause 4 or 22*)	- Liability of Consultants for acts, default and neglects of resident site staff *
GCE Clause 39	- Liability of Consultants for acts and default of sub-consultants
GCE Clause 44 (as amended by SCE Clause 20)	- Settlement of disputes
GCE Clause 47	- Insurance

The provisions listed out above are not exhaustive. This letter shall not affect any provision in the Agreement that the parties intend to apply beyond completion of the services as defined in the Brief and any other term that by its nature is intended to apply beyond completion of the services as defined in the Brief.

This letter shall be without prejudice to any claim (whether current or future) or right of the Employer under the Agreement.

Please acknowledge receipt and agreement to this letter.

Yours faithfully,

(
Chief Architect/
Director's Representative

c.c. Secretary, AACSB (via email)
Director of Audit

* Amend as appropriate

** The date of completion notified to the Consultants should be consistent with the completion date as reported in the CNPIS(i.e. the Consultant's Final Performance Report).

Practice Note

CHANGES TO CONSULTANCY AGREEMENTS

1.0 INTRODUCTION

- 1.1 The procedures for the selection, appointment and administration of architectural and associated consultancies are set out in the AACSB Handbook. More particularly, the procedures for dealing with changes to consultancy agreements i.e. Modification to an Agreement, are contained in Section 9.0 of the AACSB Handbook which should be read in conjunction with this Practice Note.

2.0 NATURE OF MODIFICATIONS AND VARIATIONS

- 2.1 When considering if there is a need to obtain AACSB approval, the question often arises as to when is a necessary change to a consultancy agreement a Modification i.e. a change in scope, or a Variation i.e. more of the same.
- 2.2 Modifications arise from a change in the scope of the project or scope of the consultancy services that is defined in the consultancy brief, e.g. construction of a footbridge next to a school or addition of a work stage.
- 2.3 Variations are for changes of consultancy services that are of similar character, kind or nature as the original scope of services that is defined in the consultancy brief. They include additions or omissions of consultancy services, or alterations of the programme of services.

3.0 APPROVAL BY AACSB

- 3.1 Approval by AACSB is required for issuing Modifications to consultancy agreements, irrespective of the value and percentage of the Modifications.
- 3.2 Approval by AACSB is required for negotiating and agreeing with the consultant to undertake any proposed Variations prior to the issuance of the Variations if the accumulated value of Variations is more than \$3M **and** exceeds the sum of the followings:
- (a) the financial limit set out in the Stores and Procurement Regulation for departmental officer (currently at 20% of the original consultancy fees) ; **and**
 - (b) approved notional value of additional Services, if any, (which shall not exceed 10% of the original lump sum fee.

Note: The above conditions shall also apply to consultancy remunerated using percentage fee, in which case the estimated final fee approved by AACSB for the award of the consultancy shall be regarded as the original consultancy fees.

- 3.3 Approval by AACSB is required for extending the contract period of term consultancies with an accumulated value of Variations more than \$3 million.

4.0 APPROVAL BY DEPARTMENTS

- 4.1 Approval by managing department is required for issuing Variations to consultancy agreements under the following conditions which follow the requirements set out in B.II and B.III of Appendix V(B) of the Stores and Procurement Regulations:

<u>Accumulated value of Variations</u>	<u>Approving Authority</u>
Up to \$3M or 10% of the original contract value, whichever is the greater	Officers at Directorate level
Exceeding \$3M <u>and</u> up to the sum of:	Controlling Officers
(a) 20% of the original contract value; <u>and</u>	
(b) approved notional value of additional Services, if any (which shall not exceed 10% of the original lump sum fee).	

- 4.2 Approval by the officers at Directorate level is required for extending the contract period of term consultancies with an accumulated value of Variations up to \$3 million.
- 4.3 SPR 520(d) stipulates that Controlling Officer should ensure that officers responsible for matters concerning contract variations interpret the limit specified in Appendix V(B) of SPR strictly and that they do not evade the limits by including items such as reduction in contract requirements. Accordingly, only the value of additional Services should be counted when calculating the accumulated value of Variations.

5.0 PRIOR APPROVAL

- 5.1 In case approval by AACSB is required according to Paragraphs 3.1 and 3.2 above, prior approval by AACSB must be obtained before committing extra expenditure for Modifications or Variations to consultancy agreements. If prior approval has not been obtained for such additional expenditure, the Director's Representative of the Consultancy Agreement shall be required to provide justifications for seeking retrospective approval and if necessary, explain personally in the AACSB meeting.

6.0 RETROSPECTIVE APPROVAL OF VARIATIONS

- 6.1 From a government procurement perspective, prior approval for variations of consultancy contracts involving additional Services under Item III of Section B in Appendix V(B) to the SPR must always be obtained before such additional Services are committed or allowed to be undertaken. The practice of seeking covering approval is not encouraged, and should be strictly controlled to avoid abuse. Such covering approval would therefore only be given under exceptional circumstances with full justifications.
- 6.2 For such cases, the procuring department is required to provide full justifications to support the covering approval sought for additional Services, and the submission to the Board seeking such approval should include the Controlling Officer's agreement concerned.
- 6.3 The department should also confirm in the submission that the subject matter for approval would not be in connection with or involve any extra-contractual settlement of claims as such would be outside the jurisdiction of the Board according to the SPR.

7.0 CEILING FIGURE OF MODIFICATIONS OR VARIATIONS

- 7.1 If the value of Modifications or Variations cannot be ascertained at the time of submission to AACSB, an estimated ceiling figure of the Modifications or Variations can be submitted to AACSB for approval.
- 7.2 AACSB's approval for the final figure of the Modifications or Variations is not necessary unless it exceeds the ceiling figure previously approved by AACSB OR further changes are made to the previously approved Modifications or Variations.

8.0 FUNDING (FOR ARCHSD ONLY)

- 8.1 Before requesting a Modification or authorizing a Variation the Director's Representative shall ensure that sufficient funds are available for the change.
- 8.2 If the Modification entails a reduction in fees, it will generally be necessary to agree the reduction in fees before obtaining AACSB's approval to the reduction and, in any event, prior to executing the Modification.
- 8.3 The procedure for requesting approval to fund a Modification shall be in accordance with paragraph 1.3 of Section 1 of the AACSB Handbook.
- 8.4 Funds for consultancy fees are generally provided in a Public Works Programme (PWP) item, in a Block Vote or in a Recurrent Vote. Different procedures apply for Head 708 and Head 703 projects.

8.4.1 Head 708 Projects

8.4.1.1 Pre-contract fees (Block Vote)

Refer to ArchSD Accounting Circular No. 3/2012 for procedures.

8.4.1.2 Pre-contract fees (Project Vote)

Where the pre-contract fees are funded from the project vote, funding approval shall follow the procedures set out in paragraph 8.4.1.3.

8.4.1.3 Post-contract fees

Subject to funds being available within the original approved estimate, increase in post-contract fees due to variations shall be approved by relevant approving authorities as set out in paragraph 4.1.

Where the required increase in fees would cause the approved project estimate to be exceeded, authority to increase the approved project estimate shall be made in the normal manner.

8.4.2 Head 703 Projects

8.4.2.1 Pre-contract fees (Block Vote)

The SFST has delegated the power to authorize expenditure on Subhead 3100GX as follows :

- (a) to the DArchS for all minor works items up to \$33 million each by using the Form ACCT 1.
- (b) to the DDArchS for all minor works items up to \$20 million each by using the Form ACCT 1.
- (c) to the designated Directorate Officers (Assistant Directors (ADs) / Project Directors (PDs)) of the department for all minor works items up to \$8 million each by using the Form ACCT 1. The Form ACCT 1 shall be forwarded by the initiating officer (D1 level or PM) through STA to AD/A or PD as appropriate.

Where the accumulated fees, including pre-contract fees, are \$10 million or more, a Cat D style paper shall be prepared by the initiating officer and submitted to the approving authority for approval.

8.4.2.2 Post-contract fees

Subject to funds being available within the original approved estimate, increase in post-contract fees due to variations shall be approved by relevant approving authorities as set out in paragraph 4.1.

Where the required increase in fees would cause the approved project estimate to be exceeded authority to increase the approved project estimate shall be made in the normal manner.

Request for Approval of Composition of Assessment Panel
(Note: Refer to Section 3.2.2 of the AACSB Handbook for guidelines.)

Consultancy Agreement No: _____		
Agreement Title : _____		
Lead Consultant : Arch / BSE / BV / SE / QS / LA / Others (please specify) * _____		
Sub-consultants: Arch / BSE / BV / SE / LA / Others (please specify) * _____		
Anticipated Date of Inviting EOI: _____		
<u>Composition of Assessment Panel</u>		
Part A – Members ¹ of Assessment Panel		
	<u>Name</u>	<u>Post</u>
Member :	_____	_____
Member :	_____	_____
Member :	_____	_____
Third Party Member :	_____	_____
Secretary ² :	_____	_____
		Endorsed by D2 Ranked Officer _____ (Signature) _____ (Name) _____ *AD/PD (Post) _____ (Date)
Part B – Chairperson ³ of Assessment Panel		Endorsed by D3 Ranked Officer
	<u>Name</u>	<u>Post</u>
Chairperson :	_____	_____
		_____ (Signature) _____ (Name) _____ DDArchS (Post) _____ (Date)

The above composition of Assessment Panel is in accordance with the requirement stipulated in Section 3.2.2 of the AACSB Handbook.

Submitted by : _____ (Signature) _____ (Name)
 _____ (Post) _____ (Date)

c.c. Secretary of AACSB

Legend:

- ¹. Members shall not be lower than senior professional rank. (An officer with a rank not below a Senior Executive Officer or equivalent is eligible to undertake the task of the third party member if he/she is nominated by the Client Bureau/Department or other departments. See Appendix 2.2 to the AACSB Handbook for details.)
- ². The Secretary may be of professional rank if he/she is non-marking.
- ³. The Chairperson shall not be lower than D1 rank.

* Delete as appropriate

Ref

[insert name and address of the Lead Consultant]

Date

Dear Sir,

Consultancy Agreement No.**Project Title****Delegation of Powers and Duties to Officer(s)***

Further to our AD / PD ()'s letter dated _____ appointing you as the Architectural / Building Services / Structural Engineering / Building Surveying / Landscape Architectural / Quantity Surveying* Consultant for the above Agreement, I hereby notify you that, with immediate effect, pursuant to Clause 16[&] of the General Conditions of Employment (as amended by Special Conditions of Employment Clause SCE 11[&]), the following officer(s)* has/have been delegated with the respective powers and duties vested in the Director's Representative under the following Clauses in the General Conditions of Employment of the captioned Consultancy Agreement.

<u>Name of Officer (s)</u>	<u>Post Designation</u>	<u>Discipline⁺</u>	<u>Tel No.</u>	<u>e-mail</u>
----------------------------	-------------------------	-------------------------------	----------------	---------------

#

GCE Clause****Description**

Clause No. 10(1), 10(2)	Supply of information to Consultant
Clause No. 14	Facilities for inspection
Clause No. 20	Raise queries on the findings of the Consultant
Clause No. 21(3)	Request Consultant to grant IP rights to other persons

2. You are requested to coordinate directly and closely with the above officer(s)* of the appropriate discipline⁺ during the course of the project. Please arrange to quote the project's programme no. and consultancy agreement no. in all documents, correspondence, etc.

Yours faithfully,

()
Chief [Architect/Structural Engineer/Building
Services Engineer/Quantity Surveyor/Project
Manager/Property Services Manager*]
Director's Representative

c.c. Officer(s) * [insert name of Officer]

* Delete as appropriate

** Refer to Appendix 26C for the List of Delegation of Powers and Duties by the DR and amend as appropriate

+ Delete the discipline if the officer of each discipline is not required or available

Insert as appropriate

& Officers are reminded to check the correctness of the clause reference and amend them as appropriate.

Note: If site staff have not yet been assigned at the commencement of the Agreement when this letter is issued. DR is reminded that such letter shall be updated and issued to the Consultant when the respective site staff have been assigned.

Ref

[insert name and address of the Lead Consultant]

Date

Dear Sir,

Consultancy Agreement No.
Project Title

Audit and Inspection of Works

Pursuant to Clause 14[&] of the General Conditions of Employment, you are required to provide reasonable facilities in accordance with that Clause to the following officer(s)* who has/have been authorised by the Director's Representative.

2. Pursuant to Clause 6.7[&] of the Brief, you are required to provide attendance and any other necessary assistance in accordance with that Clause to the following officer(s)* who has/have been authorised by the Director's Representative.

<u>Name of Officer (s)</u>	<u>Post Designation</u>	<u>Tel No.</u>	<u>e-mail</u>
----------------------------	-------------------------	----------------	---------------

3. If the Works Contract has been awarded, you are requested to notify the Contractor that pursuant to Clause 43[&] of the General Conditions of Contract of the Works Contract, the Contractor is required to provide access and render assistance in accordance with that Clause to these officers who has/have been authorised by the Supervising Officer. A copy of such notification letter should be addressed to the undersigned for reference.

Yours faithfully,

()
Chief [Architect/Structural Engineer/
Building Services Engineer/
Quantity Surveyor/Project Manager/
Property Services Manager*]
Director's Representative

c.c. Officer(s) * [insert name of Officer]

* **Delete as appropriate**

& Officers are reminded to check the correctness of the clause reference and amend them as appropriate.

Ref

[insert name and address of the Lead Consultant]

Date

Dear Sir,

Consultancy Agreement No.

Project Title

Inspection of Documents

Pursuant to Clause 12[&] of the General Conditions of Employment (as amended by Clause 17[&] of the Special Conditions of Employment), you are required to give assistance, answer queries or supply information in accordance with that Clause to the following public officer(s)* who has/have been authorised by the Employer.

<u>Name of Officer (s)</u>	<u>Post Designation</u>	<u>Tel No.</u>	<u>e-mail</u>
----------------------------	-------------------------	----------------	---------------

Yours faithfully,

()
Chief [Architect/Structural Engineer/
Building Services Engineer/
Quantity Surveyor/Project Manager/
Property Services Manager*]
Director's Representative

c.c. Officer(s) * [insert name of Officer]

* **Delete as appropriate**
& **Officers are reminded to check the correctness of the clause reference and amend them as appropriate.**

**Summary of Powers and Duties of
the Employer, Director and Director's Representative & his Delegates
in the GCE / SCE for Consultancy Agreement
for Outsourcing the Supervising Officer's Role**

GCE Clause	Duties	Employer	Director	Director's Representative	Delegation of Powers & Duties from the DR
1	Appoint the Director from time to time	X			
1	Appoint the Director's Representative from time to time.		X		
7(2)	Explain ambiguities and discrepancies in the Agreement			X	
8	Approve use of other language and units			X	
9	Give consent to disclose information of the Agreement			X	
9	Request for undertakings from the Consultant and disclose Consultant's confidential information.	X			
10	Supply of information to Consultant			X	10(1) 10(2)
11	Information provided by Consultant			X	
13	Convene meetings			X	
14	Facilities for Inspection			X	14
15	Approve documents			X	

GCE Clause	Duties	Employer	Director	Director's Representative	Delegation of Powers & Duties from the DR
16	Delegate powers to other persons			X	
17	Make change or clarify the Brief			X	
18	Approve the Consultant to commit reimbursable expenditure			X	
19(2)	Approve changes in the Deliverables proposed by Consultant			X	
20	Raise queries on the findings of the Consultant	X		X	20
21(3)	Request Consultant to grant IP rights to other persons.			X	21(3)
22	Report of errors, etc.			X	
23	Issue instructions to Consultant		X	X	
24(1)	Approve issue of variation of works exceeding \$1,400,000.	X			
25	Referral from Consultant on variation of works and EOT claim			X	
25	Provide views on EOT claims	X			

GCE Clause	Duties	Employer	Director	Director's Representative	Delegation of Powers & Duties from the DR
26	Agree and approve Programme			X	
31	Receive Consultant's invoices			X	
31	Make payment and inform Consultant any disagreement to the invoices	X			
34	Determine any reduction in Services			X	
35	Consider claim for payments for delays submitted by Consultant			X	
36	Approve qualification of RSS; determine, review and amend the RSS size; check training record of RSS; agree arrangement of employing temporary RSS; approve or disapprove employment of RSS; determine and adjust the terms of appointment of RSS in renewal of employment contracts.			X	
38	Approve employment or replacement of sub-consultants			X	
41(1)	Suspend or terminate the Agreement	X			
41(1)	Notify the suspension or termination of the Agreement			X	

GCE Clause	Duties	Employer	Director	Director's Representative	Delegation of Powers & Duties from the DR
42	Termination of the Agreement due to failure to perform the Services due to special risks	X			
43	Appeal to Director		X		
44(1)	Resolve disputes		X		
44(2) & (3)	Mediate or arbitrate disputes	X			
46	Consider consultant's conflict of interest case			X	
47(2)	Reduce level of insurance cover of Professional Indemnity Insurance	X			
50(1)	Referral on commencement date, completion of works and completion of maintenance			X	
50(2)	Provide views on 50(1)	X			
51(1)	Referral on ordering suspension of works, giving the Supervising Officer's final decision on dispute			X	
51(2)	Provide views on 51(1)	X			

SCE Clause	Duties	Employer	Director	Director's Representative	Delegation of Powers & Duties from the DR
SCE1	Disclose fees payable to Consultant	X			
SCE2	Accept ISO 9000 qualification	X			
SCE8	Referral on variations and claims			X	
SCE8	Provide views on referral on SCE8	X			
SCE9	Phases Subject to Incorporation			X	
SCE10	Setting off money	X			
SCE14	Withhold payment due to Consultant's failure to submit declaration of ethical commitment	X			
SCE17	Period of retention of documents and inspection and approval of storage proposal			X	
SCE17	Authorise public officer to retrieve and inspect documents and to approve disposal of documents	X			
SCE18	Tax withholding			X	

Our Ref.:
Your Ref. :

[Date]

[Consultant Name and Address]

Dear Sirs,

Agreement No.:
Project Title :
Inform No.:
PWP No.:

Instruction for Phases Subject to Incorporation

In accordance with Sub-clause (3) of Clause ____ of the Special Conditions of Employment, you are hereby instructed to proceed with the Services comprised within Phase(s) ____ as identified in Clause 4 of the Brief as “Phases Subject to Incorporation”.

Yours faithfully,

()
CA/CBSE/CPM/CPSM/CQS/CSE
Director’s Representative
Architectural Services Department

c.c. (Client Dept.)
Project Team Members
Secretary, Consultants Review Committee

*Delete as appropriate

*[Refer to Technical Reference No. 5 at **Appendix 36** for background information.]*

(WBTC No. 18/2002 has been subsumed under this Appendix which should only be updated by Works Branch of Development Bureau.)

By Fax and By Registered Mail

Our Ref.:

Your Ref.:

[Date]

[Consultant Name and Address]

Dear Sirs,

Agreement No.:

Project Title:

Inform No.:

PWP No.:

Notice of Suspension of Agreement

I advise that this Agreement will be suspended in accordance with Clause 41(1) of the General Conditions of Employment with effect from [Date – one month's notice must be given].

2. Please do not carry out any further Services under this Agreement from now on, and you will be advised in writing if there is further development on this situation.

3. You are requested to submit your application for any outstanding fee for Services carried out or commitments properly incurred by you up to the date of suspension in accordance with Clause 41 (2) and (3) of the General Conditions of Employment as soon as possible.

Yours faithfully,

()
CA/CBSE/CPM/CPSM/CQS/CSE/
Director's Representative
Architectural Services Department

c.c. Project Team Members
Secretary, AACSB

(NB: This Notice is for suspension of the **whole** Agreement. If suspension of part of the Services is required, amendment to the Brief should be made by the Director's Representative under GCE17.)

By Fax and By Registered Mail

Our Ref.:
Your Ref.:

[Date]

[Consultant Name and Address]

Dear Sirs,

Agreement No.:
Project Title:
Inform No.:
PWP No.:

Notice of Termination of Agreement

*I advise that this Agreement will be terminated in accordance with Clause 41(1) of the General Conditions of Employment with effect from [Date – one month's notice must be given]. **[Guidance Note: Include this paragraph if the Agreement has NOT been suspended for more than two years.]**

*I advise that as this Agreement has been suspended for more than two years, the captioned Agreement will be terminated in accordance with Clause 41(7)(a) of the General Conditions of Employment with effect from [Date – one month's notice must be given]. **[Guidance Note: Include this paragraph if the Agreement has been suspended for more than two years.]**

2. You are requested to submit your application for any outstanding fee for Services carried out or commitments properly incurred by you up to the date of termination in accordance with Clause 41(2) and (3) of the General Conditions of Employment as soon as possible.

Yours faithfully,

()
CA/CBSE/CPM/CPSM/CQS/CSE/
Director's Representative
Architectural Services Department

c.c. Project Team Members
Secretary, AACSB

(NB: This Notice is for termination of the **whole** Agreement **with** notice of suspension issued previously. If termination of part of the Services is required, amendment to the Brief should be made by the Director's Representative under GCE17.)

By Fax and By Registered Mail

Our Ref.:
Your Ref.:

[Date]

[Consultant Name and Address]

Dear Sirs,

Agreement No.:
Project Title:
Inform No.:
PWP No.:

Notice of Termination of Agreement

I advise that this Agreement will be terminated in accordance with Clause 41(1) of the General Conditions of Employment with effect from [Date – one month's notice must be given].

2. Please do not carry out any further work under this Agreement from now on. You are requested to submit your application for any outstanding fee for Services carried out or commitments properly incurred by you up to the date of termination in accordance with Clause 41(2) and (3) of the General Conditions of Employment as soon as possible.

Yours faithfully,

()
CA/CBSE/CPM/CPSM/CQS/CSE/
Director's Representative
Architectural Services Department

c.c. Project Team Members
Secretary, AACSB

(NB: This Notice is for termination of the **whole** Agreement **without** notice of suspension issued previously. If termination of part of the Services is required, amendment to the Brief should be made by the Director's Representative under GCE17.)

Architectural Services Department

Standard Consultancy Documents

for

Architectural and Associated Consultancy Agreements

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Typical Format of Brief

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

MEMORANDUM OF AGREEMENT

GENERAL CONDITIONS OF EMPLOYMENT

SPECIAL CONDITIONS OF EMPLOYMENT

BRIEF

AND

SCHEDULE OF FEES

FOR

(TYPE OF CONSULTANCY)

CONSULTANCY AGREEMENT NO. _____

FOR

PROJECT TITLE :

PROGRAMME NO. :

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

CONTENTS

1. Memorandum of Agreement
2. General Conditions of Employment
3. Special Conditions of Employment
4. Schedule of Fees
5. Brief
6. Any relevant correspondence
7. Any additional matter

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

MEMORANDUM OF AGREEMENT

Standard Form of Memorandum of Agreement

(a) To be signed by a single Consultant who is not a partnership

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made the _____ day of _____
BETWEEN THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
of ¹ _____ (“the Employer”)
and ² _____
of ³ _____ (“the Consultant”).

WHEREAS :

- A. The Employer is desirous of the Consultant providing professional services in respect of the [state name of Project] (“the Project”) details of which are set out in the annexed Brief.
- B. The Consultant has agreed to provide the professional services subject to the following terms and conditions.

NOW THEREFORE IT IS AGREED AS FOLLOWS :

- 1. In this Memorandum of Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions (referred to at Clause 2(a) and (b) below) except when the context otherwise requires.
- 2. This Memorandum of Agreement and the documents annexed to it namely :
 - (a) The General Conditions of Employment of Architectural and Associated Consultants, 2003 Editions,
 - (b) The Special Conditions of Employment, (delete if not applicable),
 - (c) The Schedule of Fees,
 - (d) The Brief, and
 - (e) The bundle of other documents marked “A”.shall constitute the Agreement.
- 3. The Director for the purposes of this Agreement shall be ⁴.
- 4. In consideration of the payments to be made at the times and in the manner set forth in the Agreement by the Employer the Consultant hereby undertakes to perform and complete the 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)
in the presence of :)

[Signature of the officer]

Legal
seal

[Name]
[Occupation]
[Address]

- (a) Executed and delivered as a deed
and the COMMON SEAL of
[name of the Consultant]
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]
in the presence of a witness:

[Signature of the director(s) etc]

Common
seal

[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)
in the presence of a witness:

[Signature of the director(s) etc]

[Name]
[Occupation]
[Address]

or

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

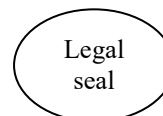
[Signature of the attorney]

Legal
seal

[Name]
[Occupation]
[Address]

or

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

Standard Form of Memorandum of Agreement

- (a) **To be signed by an Unincorporated Joint Venture of Consultants or where the Consultant is a partnership.**

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made the _____ day of _____ BETWEEN THE
GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION
of ¹ _____ (“the Employer”)

and ² _____ of ³ _____
and ² _____ of ³ _____

(This may be appropriately expanded if there are more than (2) partners or participants in the unincorporated joint venture), trading as ⁴ (name of the partnership or the unincorporated joint venture of consultants) at ⁵ _____ are jointly and severally bound to the Employer under the provisions of the Agreement and are hereinafter referred to collectively as “the Consultant”.

WHEREAS :

- A. The Employer is desirous of the Consultant providing professional services in respect of the [state name of Project] (“the Project”) details of which are set out in the annexed Brief.
- B. The Consultant has agreed to provide the professional services subject to the following terms and conditions.

NOW THEREFORE IT IS AGREED AS FOLLOWS :

1. In this Memorandum of Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions (referred to at Clause 2(a) and (b) below) except when the context otherwise requires.
2. This Memorandum of Agreement and the documents annexed to it namely :
 - (a) The General Conditions of Employment of Architectural and Associated Consultants, 2003 Editions,
 - (b) The Special Conditions of Employment, (delete if not applicable),
 - (c) The Schedule of Fees,
 - (d) The Brief, and
 - (e) The bundle of other documents marked “A”.
 shall constitute the Agreement.
3. The Director for the purposes of this Agreement shall be ⁶.
4. In consideration of the payments to be made at the times and in the manner set forth in the Agreement by the Employer, [] and []² hereby jointly and severally undertakes to perform and complete the Services subject to and in accordance with the Agreement.
5. [] and []² each agree to be jointly and severally bound by the terms of 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])
in the presence of :)
)
)
_____)
[Name])
[Occupation])
[Address])

[Signature of the officer]

Legal
seal

(a) SIGNED, SEALED and DELIVERED by)
[name of partner] and)
[name of partner] ^)
being the partners of [name of partnership])
in the presence of:)
)
_____)
[Name])
[Occupation])
[Address])

[Signature of the
Individual partner]

Legal
seal

[Signature of the
Individual partner]

Legal
seal

or

#(b) SIGNED, SEALED and DELIVERED by)
[name of participant] being a participant of the)
[name of the unincorporated joint venture])
in the presence of:)
)
_____)
[Name])
[Occupation])
[Address])

[Signature of the
participant]

Legal
seal

or

#(c) SIGNED, SEALED and DELIVERED by)
[name of partner] and [name of partner]^)
being the partners of [name of participant])
being a participant of the)
[name of the unincorporated joint venture])
in the presence of:)
)
_____)
[Name])
[Occupation])
[Address])

[Signature of the
Individual partner]

Legal
seal

[Signature of the
Individual partner]

Legal
seal

or

#(d) Executed and delivered as a deed)
 and the COMMON SEAL of)
 [name of participant] being a participant of the)
 [name of unincorporated joint venture])
 was affixed in the presence of)
 [name(s)][its director(s) or director and)
 secretary or person(s) authorised to sign the)
 Agreement by its boards of directors])
 in the presence of a witness:)
)
)
 _____)
 [Name])
 [Occupation])
 [Address])

[Signature of the director(s) etc]

Common
seal

or

#(e) Executed and delivered as a deed by)
 [name of participant] being a participant of the)
 [name of unincorporated joint venture])
 acting through)
 [](its sole director))
 or)
 [] and [](its directors))
 or)
 [] (its director) and)
 [] (its company secretary))
 in the presence of a witness:)
)
)
 _____)
 [Name])
 [Occupation])
 [Address])

[Signature of the director(s) etc]

or

#(f) SIGNED, SEALED and DELIVERED by)
 [name of participant] being a participant of the)
 [name of unincorporated joint venture] by)
 [name] his/her/its* attorney under power of)
 attorney dated [])
 in the presence of :)
)
)
 _____)
 [Name])
 [Occupation])
 [Address])

[Signature of the attorney]

Legal
seal

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 partnership.

Case (b) is for use where an individual joint venture participant which is a sole proprietor.

Case (c) is for use where an individual joint venture participant which is a partnership.

Case (d) is for use where an individual joint venture participant is a company incorporated in Hong Kong who executes the deed with a Common Seal.

Case (e) is for use where an individual joint venture participant is a company incorporated in Hong Kong who executes the deed without a Common Seal.

Case (f) is for use where an individual joint venture participant executes the deed under a power of attorney.

- 1 Insert the address for service of documents.
- 2 Insert the name of individual partner or joint venture participant, whether an individual, an incorporated company or whether executed through a power of attorney.
- 3 Insert the address of individual joint venture participant.
- 4 Insert the name of the unincorporated joint venture of Consultants.
- 5 Insert the address of the unincorporated joint venture of Consultants.
- 6 Insert the post title.
- * Delete as appropriate.
- # Select the appropriate form or forms and repeat for each participant of the unincorporated joint venture consultants.
- ^ The deed shall be executed by all the partners. Add more names if required.

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

PROJECT TITLE :

PROGRAMME NO. :

**GENERAL CONDITIONS OF EMPLOYMENT
OF
ARCHITECTURAL AND ASSOCIATED CONSULTANTS
FOR
*INVESTIGATION, FEASIBILITY STUDY
*DESIGN AND CONSTRUCTION ASSIGNMENT**

2003 EDITION

* Delete as appropriate

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

GENERAL CONDITIONS OF EMPLOYMENT

OF

ARCHITECTURAL AND ASSOCIATED CONSULTANTS

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[Guidance Note:

"Not used" for Quantity Surveying consultancy services;

** delete if inappropriate.]*

ARCHITECTURAL SERVICES DEPARTMENT

THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

CONSULTANCY AGREEMENT NO. _____

GENERAL CONDITIONS OF EMPLOYMENT

OF

ARCHITECTURAL AND ASSOCIATED CONSULTANTS

Interpretation

Definitions

1. 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, the General Conditions of Employment of Architectural and Associated Consultants, any Special Conditions of Employment, the Brief, Schedule of Fees 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 Brief.

"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.

"Contractor" means the contractor engaged by the Employer under a Works Contract to execute works on behalf of the Employer.

"Contract Works" means the works required to be executed, completed and maintained under a Works Contract.

"Deliverables" means all the reports, drawings, documents, software, certificates and other items described in the Brief which are to be produced by the Consultant under this Agreement.

"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 may be described either by name or as the holder for the time being of a public office.

"Director's Representative" means the person designated in the Brief to act as the Director's Representative or such other person as may be appointed from time to time by the Director and notified in writing to the Consultant to carry out the duties of the Director's Representative and the person so designated or appointed may be described either by name or as the holder for the time being of a public office.

"Employer" means the Government of the Hong Kong Special Administrative Region.

"Government" means the Government of the Hong Kong Special Administrative Region.

"Project" means the scheme described in the Brief of which the Assignment forms a part.

"Services" means duties, works, services, surveys and investigations to be carried out and obligations to be fulfilled by the Consultant under this Agreement.

"Surveyor" means the Surveyor appointed in a Works Contract.

"Surveyor's Representative" means the Surveyor's Representative appointed in a Works Contract.

"Supervising Officer" means the Supervising Officer appointed in a Works Contract.

"Supervising Officer's Representative" means the Supervising Officer's Representative appointed in a Works Contract.

"Works Contract" means a contract entered into between the Contractor and the Employer in which the Contractor undertakes to execute and complete works more particularly detailed in the contract on behalf of the Employer and which the Consultant is required to administer.

- | | | |
|---------------------|----|---|
| Singular and plural | 2. | Words and expressions in the singular include the plural and words and expressions in the plural include the singular where the context so implies. |
| Marginal headings | 3. | The index, marginal notes or headings in any documents forming part of this Agreement shall not in any way vary, limit or extend the interpretation of the Agreement. |
| Laws | 4. | This Agreement shall be governed by and construed according to the laws for the time being in force in Hong Kong Special Administrative Region. |
| Interpretation | 5. | The Interpretation and General Clauses Ordinance shall apply to this Agreement. |

Documents and Information

Memorandum of Agreement	6.	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.
Documents mutually explanatory	7.	<p>(1) Save to the extent that any Special Conditions of Employment provide to the contrary, the provisions of these General Conditions of Employment shall prevail over those of any other documents forming part of this Agreement.</p> <p>(2) Subject to sub-clause (1) of this Clause the several documents forming this 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 Director's Representative.</p>
Use of English and metric units	8.	All 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 Brief or approved by the Director's Representative.
Confidentiality	9.	<p>(1) Except as necessary for the performance of the Services, the Consultant shall not (except with the prior written consent or as instructed by the Director's Representative) disclose the terms and conditions of this Agreement or any report, document, specification, drawing, plan, software, data or other particulars furnished by or on behalf of the Employer in connection therewith, or any such or similar information generated or produced by the Consultant pursuant to this Agreement, to any person other than a person employed or engaged by the Consultant in carrying out this Assignment, an agent of the Consultant, any approved sub-consultant or the Consultant's accountants, insurers and legal advisers.</p> <p>(2) Any disclosure to any person, agent, sub-consultant, accountant, insurer, legal adviser permitted under sub-clause (1) of this clause shall be in strict confidence and shall be on a "need to know" basis and extend only so far as may be necessary for the purposes of this Agreement.</p> <p>(3) The Consultant shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that his directors, employees, agents, sub-consultants, accountants, insurers and legal advisers as mentioned in sub-clause (1) are aware of and shall comply with the confidentiality and non-disclosure provisions contained in this Agreement. If required by the Employer, the Consultant undertake to procure for and on behalf of the Employer a confidentiality agreement in a form to be prescribed by the Employer from any director, employee, agent, sub-consultant, accountant, insurer and legal adviser to whom any confidential information is to be disclosed.</p> <p>(4) The Consultant shall not without the prior written consent of the Director's Representative publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical or through any electronic medium, any article, photograph or illustration relating to this Agreement.</p>

(5) 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. In relation to disputes between the Employer and the Consultant, the Employer may subject to the following provisions disclose the outline of any dispute and the terms of settlement for which a settlement agreement has been reached with the Consultant or the outcome of the arbitration or any other means of resolution of dispute to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said Committee, the Employer shall inform the Consultant. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the settlement agreement, arbitration award or, as the case may be, outcome of other means of resolution of dispute without the written consent of the Consultant but such consent shall not be unreasonably withheld. The Consultant shall be deemed to have given his consent to disclosures on the expiry of the first 6 months from the date of the settlement agreement, arbitration award or, as the case may be, outcome of other means of resolution of dispute. The Consultant may, if he considers necessary to protect the sensitive nature of certain information relating to him, request the Employer to disclose such specified information to the said Committee strictly on a confidential basis. If the Employer considers that there are legitimate grounds to accede to the Consultant's request, the Employer shall convey the request to the said Committee for its consideration.

(6) The Consultant shall indemnify and keep indemnified the Employer against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Employer may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach by the Consultant or his directors, employees, agents, sub-consultants, accountants, insurers or legal adviser of this clause.

(7) The provision of this clause shall survive the termination of this Agreement (however occasioned) and shall continue in full force and effect notwithstanding such termination.

Information to be supplied by the Employer	10.	(1) The Director's Representative 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 he shall reasonably require for the performance of the Services.
		(2) All information relevant to the Assignment which is readily available shall be supplied free of charge to the Consultant subject to the provisions in the Brief. Any documents supplied free of charge to the Consultant shall be returned to the Director's Representative if so required.
		(3) The Consultant shall take all necessary steps to approach the Director's Representative for the supply of information and for making additional copies of any information supplied.
Information to be supplied by the Consultant	11.	The Consultant shall, through the Director's Representative, keep the Employer informed on all matters related to the Assignment within the knowledge of the Consultant including details of all staff employed by him in the performance of the Services and shall answer all reasonable enquiries received from the Director's Representative and render reports at reasonable intervals when asked to do so, and shall assist the Director's Representative to form an opinion as to the manner in which he is proceeding with the Assignment.
Retention of documents and audit inspection	12.	(1) For a period of 12 years commencing from the date of issue of the certificate by the Surveyor stating the Final Contract Sum in a Works Contract in which the Consultant is acting as the Supervising Officer and/or the Supervising Officer's Representative or some other date as notified in writing by the Director's Representative to the Consultant, the Consultant shall retain and store all records, measurement books, accounts and other information in respect of the Works Contract.
		(2) The Consultant shall give assistance to authorised public officers for the purposes of audit inspection to inspect such records, measurement books, accounts, and other information whatsoever and shall answer queries or supply information reasonably requested by such officers in pursuance of such audit inspection.
Attendance at meetings	13.	The Consultant shall, if reasonably possible, attend or be represented at all meetings convened by the Director's Representative to which he may be summoned and shall advise and assist the Director and the Director's Representative on all matters relating to the Services.

- | | |
|---------------------------|---|
| Facilities for inspection | 14. The Consultant shall at all times give to the Director, his representatives and any persons duly authorised by him reasonable facilities to inspect or view the Contract Works and the sites for such Contract Works; and all plans, drawings, specifications, records and correspondence in his possession relevant to any Works Contracts. |
| Approval of documents | <p>15. (1) All drawings, designs, plans, specifications, bills of quantities or other documents, matters or things prepared by the Consultant for or in connection with any invitation to tenders shall not be used for such purpose unless they shall first have been approved by the Director's Representative in writing.</p> <p>(2) Any major revisions to such approved drawings, designs, plans, specifications, bills of quantities or other documents, matters or things shall not be used for any purposes unless they have been approved by the Director's Representative in writing.</p> <p>(3) The Consultant shall, when so requested by the Director's Representative, submit in writing for his approval such drawings, designs, plans, specifications, bills of quantities or other documents, matters or things prepared by the Consultant as a direct requirement of the Assignment as the Director's Representative may specify or require.</p> <p>(4) No such approval shall affect the responsibility of the Consultant in connection with the Services.</p> |

[Refer to Technical Reference No. 4 at Appendix 36 for background information.]

(WBTC No. 22/2001 has been subsumed under this Clause which should only be updated by Works Branch of Development Bureau.)

Director's Representative

- | | |
|---------------------------|---|
| Director's Representative | 16. The Consultant shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Director's Representative and, subject to any limitations imposed by the Director's Representative in any letter of authority granted by him, such other persons to whom the Director's Representative may delegate his powers. |
|---------------------------|---|

Services to be undertaken by the Consultant

- | | |
|-------------------------|--|
| Amendments to the Brief | <p>17. (1) The Director's Representative shall make any changes to the Brief which he considers necessary or desirable for the successful completion of this Assignment or the Project.</p> <p>(2) Any queries on, or suggestions for amendments to the Brief shall be referred to the Director's Representative for his clarification or instructions regarding further action.</p> |
| Written approval | 18. The Consultant shall obtain the prior written approval of the Director's Representative prior to entering into any commitment for expenditure for which there is provision for reimbursement under the Schedule of Fees. |

- | | |
|---------------------|---|
| Consultation | <p>19. (1) The Consultant shall, as may be necessary for the successful completion of the Assignment, consult all authorities, including public utility companies, having rights or powers in connection with the Assignment and bodies or persons affected by the Assignment.</p> <p>(2) The Consultant shall consult with all persons and entities listed in the Brief or who may be appointed by the Employer or nominated by the Director in regard to any particular aspect of the Project and in consequence thereof make such changes in the production of the Deliverables as may be approved by the Director's Representative.</p> |
| Response to queries | <p>20. If "investigation" and/or "feasibility study" is/are included in the Assignment of this Agreement, the Consultant shall:</p> <p>(a) respond to queries on the findings and conclusions of his study raised during the period defined in the Brief for such queries by the Director's Representative or by any consultants who may be appointed by the Employer for any of the subsequent stages of the Project; and</p> <p>(b) use his best endeavours to respond to queries on the findings and conclusions of his study raised after the period defined in the Brief for such queries by the Director's Representative or any person who may be appointed by the Employer or nominated by the Director's Representative.</p> |

[OR]

[Guidance Note: Clause 20 is not applicable to Quantity Surveying consultancy services.]

- | | |
|---------------------|--|
| Exclusive ownership | <p>20. Not used.</p> <p>21. (1) The Employer shall become the absolute and exclusive owner of all Deliverables and all intellectual property rights subsisting therein free from all encumbrances save those intellectual property rights belonging to a third party in respect of which sub-clause (3) of this Clause shall apply.</p> <p>(2) The Consultant hereby undertakes and warrants to the Employer that he is, except in respect of those Deliverables referred to in sub-clause (3) of this Clause, the sole legal and beneficial owner of all intellectual property rights in all Deliverables.</p> <p>(3) The Consultant hereby further undertakes and warrants to the Employer that to the extent that beneficial ownership of any intellectual property rights subsisting in any Deliverables are vested in anyone other than the Consultant, the Consultant shall procure that the beneficial owner shall grant to the Employer and any person as the Director's Representative may instruct: (i) a transferable, non-exclusive, royalty-free and irrevocable licence (carrying the right to grant sub-licences) to utilize the intellectual property rights in such Deliverables for all purposes contemplated under this Agreement or expressly agreed to in writing by the relevant beneficial owner thereof; and (ii) an indemnity upon the same terms mutatis mutandis as those set out in sub-clause (5) of this Clause. For the avoidance of doubt, any such licence and indemnity granted shall not be determined if this Agreement is suspended or determined pursuant to Clause 41 or otherwise.</p> |
|---------------------|--|

- (4) The Consultant shall, at the request of the Director's Representative, do such acts and execute all such deeds and documents (or procure that same be done or executed) as the Director's Representative may require to vest any or all of the rights referred to in this Clause in the Employer or any other person as the Director's Representative may instruct. The Consultant shall bear his own costs and expenses in relation thereto.
- (5) The Consultant hereby indemnifies the Employer against all claims, proceedings, actions, damages and losses incurred or sustained by the Employer arising from the use of the Deliverables and the intellectual property rights subsisting therein (whether owned by the Consultant or other parties) provided that in respect of those intellectual property rights referred to in sub-clause (3) of this Clause, the liability of the Consultant under this sub-clause (5) shall be limited to liability arising from uses for the purposes contemplated under this Agreement or expressly agreed to in writing by the relevant beneficial owner thereof. The indemnity herein shall survive termination of this Agreement.
- (6) Solely for the purposes of this Clause and sub-clause (8) of Clause 41, "Deliverables" means all the reports, drawings documents, software, certificates and other items described in the Brief (whether or not such reports, drawings, documents, software, certificates or other items described in the Brief are in completed forms or otherwise) which are to be produced by the Consultant under the Assignment.

Care and diligence

22.

- (1) 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 Employer and any third party.
- (2) The Consultant shall, in respect of any work done or information supplied by or on behalf of the Employer, report to the Director's Representative any errors, omissions and shortcomings of whatsoever nature of which the Consultant becomes aware in the performance of the Services.
- (3) 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 and agents, of all and singular the Services.
- (4) In the event of any errors or omissions for which the Consultant is responsible and as a result of which re-execution of the Services is required, the Consultant shall, without relieving any liability and obligation under this Agreement, at his own cost re-execute such Services to the satisfaction of the Director's Representative.

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| Instructions and procedure | 23. The Consultant shall comply with all reasonable instructions of the Director or the Director's Representative. The Director's Representative shall issue to the Consultant general instructions on procedure and shall supply such additional information and standard Government forms as may be required. The Consultant shall follow the Employer's procedures so far as possible and shall obtain the prior approval in writing of the Director's Representative to major departures from such procedures. Nothing in this Clause shall be deemed to affect the responsibility of the Consultant in connection with the Services. |
| Approval for variations and other expenditure | <p>24. (1) The Consultant when acting as the Supervising Officer in any Works Contract shall obtain the prior approval in writing of the Employer before ordering 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 Brief or, if not specified in the 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.</p> <p>(2) The Consultant when acting as the Supervising Officer and/or the Supervising Officer's Representative in any Works Contract may order a variation to the Contract Works in accordance with the provisions of the Works Contract or otherwise commit the Employer to expenditure under the Works Contract other than in respect of claims if the value of such order or commitment is estimated not to exceed the sum referred to in the Brief. Variations ordered or commitment made by the Consultant in accordance with the foregoing shall, subject to any prior contrary instructions given by the Director's Representative to the Consultant, be deemed to have been approved by the Employer.</p> |

[OR]

[Guidance Note: Clause 24 is not applicable to Quantity Surveying consultancy services.]

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| Referral of variations and claims | <p>24. Not used.</p> <p>25. Notwithstanding the requirements of Clause 24 above, the Consultant shall:</p> <ul style="list-style-type: none"> (a) when acting as the Supervising Officer and/or the Supervising Officer's Representative in any Works Contract, 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 Director's Representative for information as soon as the variation is ordered; and (b) when acting as the Supervising Officer in any Works Contract, report to the Director's Representative all delays to the progress of the Contract Works under any such Works Contract and, except for those delays solely in respect of inclement weather conditions or the hoisting of tropical cyclone warning signal No. 8 or above or a black rainstorm warning, refer his assessment of the grant of extension of time for completion, if any, to the Employer to enable the Employer to provide his view of the matter before the Consultant reaches a decision. |
|-----------------------------------|---|

The foregoing reporting to the Director's Representative and referral to the Employer shall be in writing.

[Refer to Technical Reference No. 4 at Appendix 36 for background information.]

(WBTC No. 22/2001 has been subsumed under this Clause which should only be updated by Works Branch of Development Bureau.)

[OR]

[Guidance Note: Clause 25 is not applicable to Quantity Surveying consultancy services.]

25. Not used.

Programme
to be submitted
and agreed

26. (1) The Consultant may propose changes to some or all of the key dates specified in the Brief for incorporation into the draft programme prepared under sub-clause (2) of this Clause. If any of such proposed changes are agreed by the Director's Representative, who may impose conditions on his agreement, the corresponding key dates shall be changed and the changed dates shall be incorporated into the draft programme.
- (2) The Consultant shall submit a draft programme which shall be in accordance with the requirements of the Brief and shall incorporate the key dates specified in the Brief, including any changes agreed under sub-clause (1) of this Clause.
- (3) The Director's Representative shall either agree the draft programme or instruct the Consultant to submit a revised draft programme.
- (4) If the Director's Representative does not agree the revised draft programme submitted under sub-clause (3) of this Clause, he shall issue an instruction under Clause 23 to the Consultant to submit a further revised draft programme in accordance with the instruction.
- (5) When the Director's Representative has agreed the draft programme submitted under sub-clause (2) of this Clause or the revised draft programme submitted under sub-clause (3) of this Clause or the further revised draft programme as may result from sub-clause (4) of this Clause, the agreed draft programme or the revised draft programme or the further revised draft programme shall become the Programme for carrying out the Assignment and shall be amended only with the approval of the Director's Representative.

Payment

Payment

27. Payments under this Agreement shall be made in accordance with the Schedule of Fees.

Fees to be
inclusive

28. Unless provided otherwise, the fees quoted in the Schedule of Fees shall be inclusive of all labour, materials and expenses incurred in the performance of the Services.

Payment in
Hong Kong
dollars

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

Expenses incurred in currencies other than Hong Kong dollars	30.	<p>(1) The Consultant shall specify in a claim for fees on a time charge basis any reimbursable expenses associated with these fees incurred by the Consultant or one of his associated firms in a currency other than Hong Kong dollars the calendar month during which the Services to which they relate are performed. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking Corporation (HSBC) at the commencement of business on the last working day of that month.</p> <p>(2) The Consultant shall specify in a claim for other reimbursable expenses incurred in currencies other than Hong Kong dollars the date on which the expenses were paid. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking Corporation (HSBC) at the commencement of business on the date the expense was paid.</p> <p>(3) Payment of claims under sub-clauses (1) and (2) of this Clause may alternatively be arranged by conversion to Hong Kong dollars at the actual rate of exchange used, on production of a copy of the relevant exchange receipt issued by the bank.</p>
Payment of accounts	31.	<p>(1) Except as provided for in sub-clause (2) of this Clause accounts of all money due from the Employer to the Consultant in accordance with this Agreement shall be paid by the Employer within 28 days after receipt of the Consultant's invoice by the Director's Representative. 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 one percent below the judgment debt rate prescribed from time to time by the Rules of the High Court (Chapter 4 of the Laws of Hong Kong) upon any overdue payment from the date on which the same should have been made.</p> <p>(2) 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 Consultant's invoice by the Director's Representative inform the Consultant in writing of all items which are 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 (1) of this Clause shall apply to such remainder.</p>
Rendering of accounts	32.	The Consultant shall render his accounts for interim payments in accordance with the Schedule of Fees.

[Refer to Technical Reference No. 2 at Appendix 36 for background information.]

(WBTC No. 8/2001 has been subsumed under this Clause which should only be updated by Works Branch of Development Bureau.)

Payment for additional Services	<p>33. The Consultant shall be entitled to payment for the performance of any Services which he could not reasonably have anticipated at the time of entering into this Agreement resulting from :</p> <ul style="list-style-type: none"> (a) explanations or adjustments made under Clause 7; (b) changes to the Brief made under sub-clause (1) of Clause 17; (c) clarifications or instructions given under sub-clause (2) of Clause 17; (d) appointments or nominations made under sub-clause (2) of Clause 19, (e) instructions given under Clause 23; or (f) responding to queries under sub-clause(b) of Clause 20.
Reduction of fees	<p>34. If it is determined by the Director's Representative that there shall be a reduction in the Services resulting from :</p> <ul style="list-style-type: none"> (a) explanations or adjustments made under Clause 7; (b) changes in the Brief made under sub-clause (1) of Clause 17; (c) clarifications or instructions given under sub-clause (2) of Clause 17; (d) appointments or nominations made under sub-clause (2) of Clause 19; (e) instructions given under Clause 23; or (f) responding to queries under sub-clause (2) of Clause 20. <p>then the Employer shall be entitled to a reduction in the fees in respect of such a reduction in the Services.</p>
Payment for delays	<p>35. (1) The Consultant shall be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services provided that the delays are not attributable to default on the part of the Consultant.</p> <p>(2) The Consultant shall notify the Director's Representative in writing within 28 days of such a delay occurring and shall detail the reasons which in his opinion give rise to the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur. If the Consultant fails to comply with this notice provisions in respect of claiming additional costs for delays, such claims shall not be considered.</p> <p>(3) 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 Director's Representative details of the records being kept in respect thereof. Without necessarily admitting the Employer's liability, the Director's Representative may require the Consultant to keep and agree with the Director's Representative any additional contemporary records as are reasonable and may in the opinion of the Director's Representative be material to the claim. The Consultant shall permit the Director's Representative to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Director's Representative so requires.</p>

- (4) After giving a notice of delay to the Director's Representative under sub-clause (2) of this Clause, the Consultant shall, as soon as is reasonable, send to the Director's Representative 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 Director's Representative may reasonably require, the Consultant shall send to the Director's Representative further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.
- (5) If the Consultant fails to comply with the provisions of sub-clause (3) or (4) of this Clause in respect of any claims under this Clause, the Director's Representative may consider such claims only to the extent that the Director's Representative is able to assess based on the information available to him.
- (6) The Consultant shall take all reasonable steps to mitigate the costs which he may incur as a result of the delays.

General

Resident
site staff

36. (1) (a) Resident Site Staff shall mean those persons employed by the Consultant pursuant to Clause 36(3) of the General Conditions of Employment, and shall include Types A and B Resident Site Staff set out in sub-clause (b) of this Clause.

Definition

(b) In the context of the determination of the reimbursement caps to be accrued to Resident Site Staff as stipulated in Clause 36(5) of these General Conditions of Employment, Types A and B Resident Site Staff shall mean the following:

(i) "Type A" Resident Site Staff refer to members of the Resident Site Staff who were employed as Resident Site Staff by consultants for any Government consultancy agreements (such employment contract is hereinafter referred to as Resident Site Staff Employment Contract) during the whole or part of the period between 16 February 2000 and 15 June 2000, and have no break in Resident Site Staff service exceeding a consecutive period of twenty four calendar months(#) between Resident Site Staff Employment Contracts since 16 June 2000;

(ii) "Type B" Resident Site Staff refer to members of the Resident Site Staff who were employed as Resident Site Staff by consultants for any Government consultancy agreements (such employment contract is hereinafter referred to as Resident Site Staff Employment Contract) and who are not qualified as "Type A" Resident Site Staff.

(#) The extension of break period from twelve to twenty four calendar months with effect from 13 October 2017 has no retrospective effect.

Abbreviation (2) The following abbreviations shall be used in the Schedule of Fees:

<u>Abbreviation</u>	<u>Full Title</u>
RSA	resident senior architect
RA	resident architect
RAA	resident assistant architect
RSBSE	resident senior building service engineer
RBSE	resident building service engineer
RSSE	resident senior structural engineer
RSE	resident structural engineer
RASE	resident assistant structural engineer
RSLA	resident senior landscape architect
RLA	resident landscape architect
RGE	resident geotechnical engineer
RAGE	resident assistant geotechnical engineer
RPSM	resident property service manager
RCTO	resident chief technical officer
RSCOW	resident senior clerk of works
RCOW	resident clerk of works
RACOW	resident assistant clerk of works
RWSI(building)	resident works supervisor class I (building)
RWSII(building)	resident works supervisor class II (building)
RWSI(BS)	resident works supervisor class I (building services)
RWSII(BS)	resident works supervisor class II (building services)
RSQS	resident senior quantity surveyor
RQS	resident quantity surveyor
RAQS	resident assistant quantity surveyor
RPSO(Q)	resident principal surveying officer (quantity)
RSSO(Q)	resident senior surveying officer (quantity)
RSO(Q)	resident surveying officer (quantity)
RSBSI	resident senior building service inspector
RBSI	resident building service inspector
RABSI	resident assistant building service inspector
RSFO	resident senior field officer
RFOI	resident field officer class I
RFOII	resident field officer class II
RPTO	resident principal technical officer
RSTO	resident senior technical officer
RTO	resident technical officer
RTOT	resident technical officer trainee
RCO	resident clerical officer
RACO	resident assistant clerical officer
RCA	resident clerical assistant
RPSII	resident personal secretary class II
MOD Scale	model scale I
ACO(LR)	Assistant Clerical Officer (Labour Relations)

[add other ranks as may be necessary to suit the need of the consultancy]

Employment of
Resident Site
Staff

- (3) (a) The Director's Representative shall, in consultation with the Consultant, determine the Resident Site Staff size and composition, and the period over which each post is required. Subsequently, the Director's Representative may, in consultation with the Consultant, review and amend these to suit circumstances which subsequently prevail.
- (b) The Consultant shall use his best endeavours to recruit Resident Site Staff locally. The Consultant shall make his own arrangement to employ persons to fill the posts on the Resident Site Staff establishment determined under sub-clause (a) of this Clause who meet the minimum qualification and experience requirements and are competent to carry out the respective duties stipulated in the Schedule of Resident Site Staff Standards and Duties attached to the consultancy agreement. The Consultant shall when entering Resident Site Staff Employment Contract with the Resident Site Staff incorporate in such Employment Contract the provisions set out in the General Conditions of Employment and the Schedule of Fees regarding employment of Resident Site Staff. It is the Consultant's responsibility to verify the qualifications of individual candidates if they meet, or their qualifications are equivalent to, the required qualifications for the appointment. Any cost incurred in the process of such verification should be borne by the Consultant.
- (c) Members of the Resident Site Staff employed by the Consultant shall meet the safety training requirement shown in Annex 2 to the Brief. In addition, the Consultant shall ensure that a sufficient number of members of the Resident Site Staff shall have attended and completed training courses on first-aid and fire prevention including knowledge on fire-fighting. The Resident Site Staff are the Consultant's sole employees. The Consultant shall be responsible for the management of them.
- (d) If any member of the Resident Site Staff does not meet the "basic safety training" requirement as listed in Table 1 of Annex 2 to the Brief, the Consultant shall at no additional cost to the Employer make arrangement within two weeks from the date of employment of such member of the Resident Site Staff for him/her to attend the safety training courses appropriate to his/her rank/post set out in Table 1 of Annex 2 to the Brief or similar safety training courses of equivalent or higher standard and to complete the courses within 4 months from the date of his/her employment. Further, members of the Resident Site Staff responsible for supervising works involving special risks shall have attended and completed the relevant "safety training for works involving special risks" as listed in Table 2 of Annex 2 to the Brief or similar safety training courses of equivalent or higher standard before engaging in such works. If they are supervising works involving special risks and have not received the "safety training for works involving special risks" concerned, the Consultant shall at no additional cost to the Employer make arrangement for them to attend and complete such courses within 1 month of their employment. Should any member of the Resident Site Staff fail to complete the required safety training within the period specified above, the Consultant shall provide suitable replacement upon the expiry of the specified period, at no additional cost to the Employer.

(e) The Consultant shall also at no additional cost to the Employer make arrangement for the Resident Site Staff to attend refresher training throughout the period of their employment as members of the Resident Site Staff at intervals specified in Table 1 and Table 2 of Annex 2 to the Brief after they have attended the respective training courses as listed in Table 1 and Table 2 of Annex 2 to the Brief or after they have received any refresher training thereafter (whichever is the later) and if no such interval is specified in the Tables, the interval for the aforesaid purpose shall be taken as five years.

(f) The Consultant shall provide to the Director's Representative safety training record of the Resident Site Staff quarterly. The record shall be in a format to be agreed between the Consultant and the Director's Representative. The safety training record shall include the name, post and date of employment of the individual member of the Resident Site Staff who has attended and completed the safety training course(s) as required under this Clause and the date(s) of the training course(s) or refresher course(s) attended, and do the same for those members of the Resident Site Staff who need to attend such training courses or refresher courses but have not yet attended and completed such courses and the proposed dates for attending those courses. The Consultant shall also include safety training courses on first-aid and fire prevention, and other safety training courses attended by members of the Resident Site Staff in their monthly report.

(g) The Consultant shall provide induction training to newly recruited Resident Site Staff to introduce the Government requirements, including integrity requirements, and procedures relevant to their projects.

(h) The Consultant shall, in the Resident Site Staff Employment Contract, explicitly prohibit his Resident Site Staff from soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, and soliciting or accepting any excessive hospitality, entertainment or inducements which could impair their impartiality in relation to Government projects.

(i) The duties of a person employed on the Resident Site Staff establishment shall include the respective duties as stipulated in the Schedule of Resident Site Staff Standards and Duties attached to the consultancy agreement and the usual duties of the post in which the person is employed. The Consultant shall ensure that Government has a prior call at all times on the abilities, energies and attention of Resident Site Staff. Outside work (whether paid or unpaid) which may impair a member of Resident Site Staff's performance of his duties or distract his attention from them must be avoided. The Resident Site Staff wishing to undertake outside work of any sort must obtain the prior written approval of the Director's Representative. Guidelines on outside work to be undertaken by Resident Site Staff will be issued by the Development Bureau. With the exception set out in the guidelines, failure to obtain such approval may result in disapproval of the employment of the Resident Site Staff. The Consultant shall include express provisions for this purpose in the Resident Site Staff Employment Contract.

(j) The Consultant shall ensure that members of the Resident Site Staff shall not reveal any confidential or privileged information relating to Government projects to any third party without the prior written consent of Government.

(k) The Consultant shall at no additional cost to the Employer make proper arrangements, including suitable allocation of duties among members of the Resident Site Staff when some members of the Resident Site Staff are on leave, including sick leave or vacation leave, or for any reasons absent from duties, to ensure that the Services are in no way affected by such leave. The Consultant shall give prior notice to the Director's Representative on such arrangements. If the demand of the works precludes a member of the Resident Site Staff to take vacation leave during the currency of the works contract which he/she supervises, the Director's Representative shall have the right to require the vacation leave to be taken at the end of the works contract. Notwithstanding the foregoing, if a member of the Resident Site Staff is on maternity leave, paternity leave or prolonged sick leave, with agreement between the Director's Representative and the Consultant, a temporary staff with equivalent qualifications and experience could be employed to take up the duties of the Resident Site Staff for the period concerned. The Consultant shall be reimbursed the cost for employing such temporary staff.

(l) If the Agreement so requires, Government will post its staff on site as specified in the Brief for the purpose of on-the-job training and for the purpose of posting of Government employees. The Consultant shall be responsible for the administration of such Government staff. The Consultant shall be reimbursed the cost of providing safety training, if any, to these Government staff posted on site.

(m) The Consultant shall furnish the Director's Representative with the name and particulars of the person he intends to employ in each post on the Resident Site Staff establishment not less than 14 days prior to his/her employment. The Consultant shall furnish further information pertinent to the employment of such person if required by the Director's Representative.

(n) The Consultant shall furnish the Director's Representative with the name and particulars of the person actually employed in each post on the Resident Site Staff establishment within 14 days of the person's appointment to the post. The Consultant shall furnish further information pertinent to the employment of such person if required by the Director's Representative.

(o) The Director's Representative shall have the authority at any time to disapprove the employment of any person who is to be employed, or who has already been employed by the Consultant on the Resident Site Staff establishment if, in the opinion of the Director's Representative, the person

- (i) does not meet the minimum qualification and/or experience requirements stipulated in this Agreement; or
- (ii) misconducts himself/herself or is incompetent or negligent in the performance of his/her duties; or
- (iii) whose employment is otherwise considered by the Director's Representative to be undesirable.

The Director's Representative shall state the reasons for the disapproval but the Consultant shall not disclose these to any person unless with the prior written approval of the Director's Representative.

(p) In the event of the Director's Representative exercising disapproval under sub-clause (o) of this Clause, the person, if not already employed, shall not be employed, and that person, if already employed, shall have his/her employment on the Resident Site Staff curtailed by the Consultant.

(q) The responsibilities of the Consultant in connection with the Resident Site Staff shall not be affected irrespective of whether or not the Director's Representative disapproves under sub-clause (o) of this Clause. However, the Employer will bear the cost incurred by the Consultant as a result of the disapproval, if his exercise does not result from the default of the Consultant in fulfilling his duties under this Agreement.

Site offices for
Resident Site
Staff

- (4) The Consultant shall be provided with free furnished site office accommodation under the works contract for the Resident Site Staff, including stationery, equipment and transport for official purposes for the administration of the works contract.

Annual rate of
vacation leave,
working period
and
reimbursement
caps, rate of
paternity leave
for Resident
Site Staff

- (5) (a) The Consultant shall seek the Director's Representative's confirmation on the annual rate of vacation leave, working period and various reimbursement caps, and rate of paternity leave for the different types of Resident Site Staff before entering or renewing or extending Employment Contracts with them. Any such confirmation by the Director's Representative shall take precedence over any other figure, rate, cap or adjustment method specified in the relevant clauses of the Schedule of Fees.

(b) The Director's Representative shall have the authority to adjust the annual rate of vacation leave, working period and various reimbursement caps, and rate of paternity leave by making reference to the prevailing Government practices in respect of employment of staff.

(c) For the purpose of determining the reimbursement caps of Resident Site Staff, the salary of Resident Site Staff shall be adjusted in line with adjustment in the Government pay scales, which can be upwards or downwards. In case the adjustment is announced in the middle of a financial year, and the adjustment is applied with retrospective effect from the beginning of the financial year, the same shall be applied to determine the reimbursement caps of Resident Site Staff. The Consultant is advised to include in the Resident Site Staff Employment Contracts express provisions for such adjustments. If there is downward adjustment in the Government pay scales applied with retrospective effect thus resulting in excess reimbursement to the Consultant, then the excess shall be recovered as a debt from the Consultant through deduction from subsequent reimbursement or where it is not sufficient for the purpose of such deduction monies due to the Consultant under this Agreement or any other consultancy agreements between the Government and the Consultant.

(d) For the purpose of Government preventing, investigating and enforcing (including the taking of disciplinary action) any breach of the Civil Service Regulations (including the rules on prevention of double housing benefits), the Consultant shall solicit information set out in (i) below from the Resident Site Staff who are receiving housing benefits from the Consultant and the information set out in (ii) below from the spouse of such Resident Site Staff:

(i) name, identity card number of the Resident Site Staff and the period during which such staff has been receiving housing benefits from the Consultant;

(ii) name, identity card number and employer(s) of the spouses of such Resident Site Staff if his/her spouse is currently employed by Government or has previously been employed by Government

and upon Government's request, transfer to Government such information as set out in (i) and (ii) above for the relevant Resident Site Staff whose spouse is currently employed by Government or has previously been employed by Government. The Consultant should ensure that the provisions of the Personal Data (Privacy) Ordinance, Cap. 486 are fully complied with in their collection of the personal data of the Resident Site Staff and their spouse, and the transfer of such data to the Government. These include the requirement to inform the Resident Site Staff and their spouse, on or before the collection of their personal data, of the purpose for which the data are to be used and the possible transfer of such data to the Government for that purpose.

Performance record of Resident Site Staff	<p>(6) (a) The Consultant shall include a condition in Resident Site Staff employment contracts that all poor performance records of the Resident Site Staff employment contract whether due to sub-standard work, poor integrity or matters of conduct (hereinafter referred to as Poor Performance Records) will be collected and disclosed by the Consultant to Government policy bureaux and departments who shall disclose them to the Housing Authority in case the Resident Site Staff employment contract is terminated on the basis of poor performance whether due to sub-standard work, poor integrity or matters of conduct (hereinafter referred to as Poor Performance). The Poor Performance Records will be used for reference in vetting of Consultant's proposals for Resident Site Staff employment.</p> <p>(b) The Consultant shall, on or before entering into an employment contract with the Resident Site Staff, require the Resident Site Staff to sign a statement (sample attached at Annex 1) to signify consent for the Consultant to disclose all their Poor Performance Records to Government policy bureaux and departments and for disclosure by Government policy bureaux and departments to the Housing Authority. The submission of a statement signed by the Resident Site Staff shall be a condition precedent for reimbursing the costs of the Resident Site Staff to the Consultant.</p> <p>(c) The Consultant shall notify the Director's Representative in writing upon the termination of employment contract due to Poor Performance of the Resident Site Staff. The Consultant shall only notify the Director's Representative upon completion of the appeal procedures, if any. The information to be provided shall include name, date of birth and identity card number (or passport number in case the Resident Site Staff has no identity card) of the Resident Site Staff, date of termination of Resident Site Staff employment contract and all Poor Performance Records.</p> <p>(d) The Consultant should take all practicable steps to ensure that the Poor Performance Records are accurate and fair and the assessment is based on solid evidence.</p> <p>(e) The Consultant should ensure that the provisions of the Personal Data (Privacy) Ordinance, Cap 486 are fully complied with in the collection of the personal data of the Resident Site Staff and the disclosure of such data to Government policy bureaux and departments and for disclosure by the Government policy bureaux and departments to the Housing Authority.</p> <p>(f) The Consultant should also inform the appraising officers concerned of the arrangements set out in this condition.</p>
Submission of declaration	<p>(7) (a) The Consultant shall, before entering into an employment contract with the prospective Resident Site Staff, require the prospective Resident Site Staff to submit a declaration (sample attached at Annex 2) to declare whether or not the prospective Resident Site Staff has been convicted of offences under the Prevention of Bribery Ordinance, Cap 201 and the Theft Ordinance, Cap 210, the offence of conspiracy to defraud, and the offence of misconduct in public office, and whether or not he/she has been terminated for employment as a Resident Site Staff. Such submission by the prospective Resident Site Staff shall be a condition precedent for employment.</p>

(b) The Consultant shall make clear to the prospective Resident Site Staff that the information contained in the declaration shall be disclosed to Government policy bureaux and departments and obtain the consent of the prospective Resident Site Staff.

(c) The Consultant shall submit the declaration made by the prospective Resident Site Staff to the Director's Representative at least one week prior to offering employment to the prospective Resident Site Staff. The information in the declaration shall be taken into account in considering whether the Consultant's proposal for the Resident Site Staff employment should be approved.

(d) The Consultant shall terminate the employment of the Resident Site Staff who has given false information in the declaration or is convicted of offences under the Prevention of Bribery Ordinance, Cap 201 and the Theft Ordinance, Cap 210, the offence of conspiracy to defraud, and the offence of misconduct in public office, during employment. Such provision for termination should be included in the employment contract of the Resident Site Staff.

[OR]

[Guidance Note: For employment of RSS is not required.]

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|--|--|
| Non-assignment | 36. Not used. |
| Employment and replacement of sub-consultants | <p>37. The Consultant shall not have the right to assign or transfer the benefit and obligations of this Agreement or any part thereof.</p> <p>38. The Consultant shall obtain the prior written approval of the Director's Representative to :</p> <ul style="list-style-type: none"> (a) the appointment of sub-consultants to undertake any part of the Services, and (b) the replacement of any sub-consultants appointed under sub-clause (a) of this Clause. |
| Liability of the Consultant for acts and defaults of any sub-consultants appointed | 39. The appointment of a sub-consultant to undertake any part of the Services shall not relieve the Consultant from any liabilities or obligations under this Agreement and he shall be responsible for the acts, defaults and neglects of any sub-consultants, their agents, servants or workers as fully as if they were the acts or defaults or neglects of the Consultant, his agents, servants or workers. |
| Publicity relating to Contract Works | 40. In cases where notice or display boards are erected on the site for any Contract Works, the Consultant shall have the right, if he so elects, to have his name, designation and address inscribed on such boards. |

Suspension,
resumption
or
termination

41. (1) This Agreement may be suspended or terminated by the Employer at any time, by the Director's Representative giving the Consultant one month's notice in writing.
- (2) On suspension or termination the Consultant shall be paid all fees and expenses commensurate with the Services performed by him up to the date of suspension or termination which may then be due.
- (3) 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 may have properly incurred in accordance with this Agreement prior to the giving of the notice of suspension or termination.
- (4) The payments referred to in sub-clauses (2) and (3) of this Clause shall be deemed in full and final payment for the Services up to the date of suspension or termination.
- (5) 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.
- (6) 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 payments on account towards the fee payable under this Agreement.
- (7) Should this Agreement continue to be suspended for a period of more than two years then either :
 - (a) it shall be terminated upon the written notice of either party, or
 - (b) it may be renegotiated with the agreement of both parties.
- (8) Upon suspension or termination the Consultant shall forthwith at his own costs deliver to the Director's Representative the number of copies as required under the Brief of all Deliverables thus far carried out up to the date of suspension or termination.

Special risks	<p>42. (1) The Consultant shall not be liable for any failure to perform the Services caused by the special risks.</p> <p>(2) Should the performance by the Consultant of the Services be prevented or adversely affected by the special risks, he shall forthwith give notice in writing thereof within 14 days of the event to the Employer and, subject to such notice having been given, within the time as required, shall be reimbursed any extra costs and expenses as may have been necessarily incurred by reason of the special risks.</p> <p>(3) If at any time, by reason of the special risks, it shall be impossible or impracticable to give notice in writing to the Employer in Hong Kong under the provisions of sub-clause (2) of this Clause, such notice may be given by or on behalf of the Consultant to any Economic and Trade Office of the Government of the Hong Kong Special Administrative Region wherever situated.</p> <p>(4) Should the performance by the Consultant of the Services be wholly or substantially prevented by the special risks for a period of not less than 90 consecutive days, he shall be entitled at the expiration of such period of 90 days to give to the Employer not less than 14 days notice in writing terminating this Agreement. Upon the expiration of such notice, the Consultant shall be entitled to receive the same remuneration and reimbursement as if this Agreement had been terminated by the Employer under Clause 41 plus any payments which may have become payable under sub-clause (2) of this Clause.</p> <p>(5) For the purpose of this Clause, "the special risks" means the outbreak of war affecting Hong Kong, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, the overthrow whether by external or internal means of the Government, civil war, riot, disturbances, civil commotion or any similar cause beyond the control of the Consultant which prevent or adversely affect the performance of the Services.</p>
Appeal to Director	<p>43. (1) The Consultant shall have the right to appeal to the Director against any instruction or decision of the Director's Representative which he considers to be unreasonable.</p> <p>(2) Where a dispute or difference has arisen over a Director's Representatives direction, instruction or decision given under the Agreement the Consultant shall carry out that direction, instruction or decision notwithstanding that it has been disputed until and if that direction, instruction or decision has been revised in mediation or arbitration as provided for in Clause 44.</p>

Settlement of disputes	<p>44. (1) 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 Director and the partner or director of the Consultant, who shall meet within 21 days of such matter being referred to them.</p> <p>(2) If the dispute or difference cannot be resolved within 2 months of such a meeting, under sub-clause (1) of this Clause or upon 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 Government Mediation Rules or any modification thereof for the time being in force.</p> <p>(3) If the matter cannot be resolved by mediation, or if either the Employer or the Consultant does 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 or any statutory modification thereof for the time being in force and any 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 90 days of either the refusal to mediate, or the failure of the mediation.</p> <p>(4) 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.</p> <p>(5) The reference to arbitration under sub-clause (3) of this Clause shall be a domestic arbitration for the purposes of Part II of the Arbitration Ordinance (Cap. 341).</p> <p>(6) Notwithstanding Article 8.2 and Article 13 of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be Hong Kong unless the parties otherwise agree.</p>
Prevention of bribery	<p>45. The Consultant shall prohibit his directors, employees, agents and sub-consultants who are involved in this Assignment from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201. The Consultant shall also caution his directors, employees, agents and sub-consultants against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the Assignment. The Consultant shall take all necessary measures (including by way of contractual provisions and/or providing training workshops where appropriate) to ensure that his directors, employees, agents and sub-consultants are aware of the aforesaid prohibition and will not solicit or accept any advantages, excessive hospitality etc when conducting business in connection with this Agreement.</p>
Declaration of interest	<p>46. (1) On appointment and during the currency of this Agreement, the Consultant shall 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 Director's Representative which approval shall not be unreasonably withheld.</p> <p>(2) In any case, the Consultant or any of his associated companies shall not undertake any services for a contractor in respect of a contract between that contractor and the Employer for which the Consultant is providing a service to the Employer.</p>

Professional
Indemnity
Insurance

(Note: This Clause shall take effect on consultancy agreements with date of invitation to tender issued on or after 15 Decemember 2007. Otherwise, the old version of GCE 47 stipulated in Revision No. 9 of the AACSB Handbook shall be used.)

47. (1) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 22, the Consultant shall effect and maintain with well established insurers of repute, professional indemnity insurance for a minimum amount as stated in the Brief in respect of the Services or any part thereof provided by the Consultant, for any one occurrence or series of occurrences arising out of any one event, or each and every claim, from the date of commencement of this Agreement until 6 years from the date of notification of completion in writing issued by the Director's Representative (hereinafter referred to in this Clause as the "requisite period"). The professional indemnity insurance shall be effected with an insurer or insurers acceptable to the Employer. The Consultant shall immediately inform the Employer in writing if such insurance ceases to be available at reasonable commercial rates or otherwise is not maintained in accordance with this Clause or for any reason becomes void or unenforceable.
- (2) If the insurance policy is project specific, the maximum deductible/excess allowed under the policy shall not exceed 20% of the minimum amount required under sub-clause (1) of this Clause.
- (3) (a) If (i) the insurance policy contains a limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy, and (ii) the period of insurance under the insurance policy is twelve months or less, then either:
- (A) the limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy shall be reinstated in full upon exhaustion of the limit of indemnity by reason of indemnity payments made on account of any claim, loss, damage, liability, cost or expense paid or payable under the insurance policy until the total amount of indemnity payable by the insurer under the insurance policy reaches 2 times the minimum amount required under sub-clause (1) of this Clause; or
- (B) the limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy shall not be less than 2 times the minimum amount required under sub-clause (1) of this Clause; or
- (C) the limit of indemnity for any one occurrence or series of occurrences arising out of any one event, or each and every claim under the insurance policy shall not be less than 2 times the minimum amount required under sub-clause (1) of this Clause.
- (b) If (i) the insurance policy contains a limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy, and (ii) the period of insurance under the insurance policy exceeds twelve months, then either:

- (A) the limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy shall be reinstated in full upon exhaustion of the limit of indemnity by reason of indemnity payments made on account of any claim, loss, damage, liability, cost or expense paid or payable under the insurance policy until the total amount of indemnity payable by the insurer under the insurance policy reaches 3 times the minimum amount required under sub-clause (1) this Clause; or
 - (B) the limit of indemnity in the aggregate for all claims for the period of insurance under the insurance policy shall not be less than 3 times the minimum amount required under sub-clause (1) of this Clause ; or
 - (C) the limit of indemnity for any one occurrence or series of occurrences arising out of any one event, or each and every claim under the insurance policy shall not be less than 3 times the minimum amount required under sub-clause (1) of this Clause.
- (4) The Consultant shall provide to the Employer within 60 days from the date of commencement of this Agreement and thereafter, in the case where the insurance policy does not cover the entire requisite period, within 7 days of professional indemnity insurance being effected upon the expiry of the insurance policy:
- (i) an undertaking that the current insurance policy complies with the terms in this Clause in Form A in Annex 3 to these General Conditions of Employment; and
 - (ii) a certified copy of the full insurance policy for the approval of the Employer unless the Consultant can demonstrate to the satisfaction of the Employer that it is not reasonably practicable to provide a certified copy of the full insurance policy in which event the Consultant shall provide a certificate in Form B in Annex 4 to these General Conditions of Employment issued by the insurer or insurance broker of the insurance policy and any information relating to the insurance policy that the Employer may reasonably require.
- (5) If the Consultant shall fail upon request to produce to the Employer satisfactory evidence that there is in force professional indemnity insurance required under this Clause, the Employer may effect and keep in force any such insurance and pay such premium as may be necessary for that purpose. The Employer shall be entitled to deduct such premium, together with expenses incurred, in accordance with the provisions of Special Conditions of Employment Clause SCE10 and/or to recover such amount as a debt due from the Consultant.
- (6) In determining the period of insurance under an insurance policy for the purpose of this Clause, any extension or renewal of the insurance policy shall be treated as a separate insurance policy and shall not have the effect of extending the period of insurance.

[OR]

[Guidance Note: For consultancies without Professional Indemnity Insurance.]

47. Not used.

Statutory
Compliance

48. (1) Where the Contract Works in any Works Contract administered by the Consultant under this Agreement are carried out in or for or in connection with buildings belonging to Government and are exempted from the application of the Buildings Ordinance (Cap. 123), the Consultant engaged in the Assignment, notwithstanding such exemption or unless expressly stated otherwise in the Brief, is obliged to ensure that the design and supervision requirements and the administrative procedures set out under the Buildings Ordinance and the subsidiary legislation made thereunder and any amendment thereto (hereinafter referred to as “the relevant conditions and regulations of the Buildings Ordinance”) are complied with in the Assignment.
- (2) The Consultant shall conform in all respects with the provisions of any enactment, the regulations or bye-laws of any local or duly constituted authority, and the rules and regulations of any public bodies and statutory authorities and any additions or amendments thereto during the continuance of the Services, which are applicable to the Services, by making submission to and obtaining consent from all relevant statutory bodies and Government departments. The Consultant shall bear the costs for such compliance requirement.
- (3) Unless expressly stated otherwise in this Agreement, the relevant conditions and requirements of the Buildings Ordinance shall prevail to the extent only that such relevant conditions and requirements of the Buildings Ordinance imposes conditions or requirements in excess of or more onerous than those specified under or pursuant to the Agreement.

[OR]

[Guidance Note: Clause 48 is not applicable to Quantity Surveying consultancy services.]

48. Not used.

Authorised
Person/Registered
Structural Engineer

49. Further to Clause 48, where the Contract Works in any Works Contract administered by the Consultant under this Agreement are carried out in or for or in connection with buildings belonging to Government and are exempted from the application of the Buildings Ordinance (Cap. 123), the Consultant is required, notwithstanding such exemption, to deploy an Authorised Person (AP) or a Registered Structural Engineer (RSE), where applicable, duly qualified and registered under and in accordance with the Buildings Ordinance, to be responsible for the performance of the relevant part of the Services as if the Buildings Ordinance was applicable to the Contract Works. The Authorised Person and Registered Structural Engineer shall ensure that the design and supervision requirements and the administrative procedures set out under the Buildings Ordinance and the subsidiary legislation made thereunder and any amendments thereto are complied with in the design and construction of the Contract Works as if the Buildings Ordinance were applicable to the Contract Works.

[OR]

[Guidance Note: Clause 48 is not applicable to Quantity Surveying consultancy services.]

49. Not used.

- Referral of commencement of the Contract Works, completion of the Contract Works and completion of maintenance work of the Contract Works
50. (1) The Consultant when acting as the Supervising Officer in any Works Contract administered by the Consultant under this Agreement shall refer to the Director's Representative in writing within a reasonable period before his intention of:
- (a) advising the Contractor the date for commencement of the Contract Works;
 - (b) issuing any certificate of completion in respect of the Contract Works or Section or part of the Contract Works, as the case may be; and
 - (c) issuing any maintenance certificate in respect of the Contract Works.
- (2) The Employer shall provide his view on the matter to the Consultant before the Consultant reaches his decision.
- (3) Notwithstanding sub-clauses (1) and (2) of this Clause, the Consultant shall make his decision impartially and independently as required by the Works Contract.

[OR]

[Guidance Note: Clause 50 is not applicable to Quantity Surveying consultancy services.]

50. Not used.

- Referral before ordering suspension of the Contract Works and giving the Supervising Officer's decision on disputes in a Works Contract
- 51 (1) The Consultant when acting as the Supervising Officer in any Works Contract shall refer to the Director's Representative in writing within a reasonable period before the Consultant intends to order suspension of the progress of the Contract Works or any part thereof to allow the Employer to give his view on the proposed suspension. This requirement is subject to the exception that the Consultant may in the case of an emergency order a suspension of the progress of the Contract Works or a part thereof where it is impractical to first get the Employer's view on the proposed suspension.
- (2) The Consultant when acting as the Supervising Officer in any Works Contract—shall refer to the Director's Representative in writing within a reasonable period before the Consultant intends to make his decision on a dispute referred to him by the Contractor under a dispute resolution clause in a Works Contract. Such referral shall include the Consultant's assessment of the dispute, either on granting of extension of time and/or claims for additional or reduction of costs incurred by the Contractor, to enable the Employer to provide his view of the matter before the Consultant reaches a decision.
- (3) Notwithstanding sub-clauses (1) and (2) of this Clause, the Consultant shall make his decision impartially and independently as required by the Works Contract.

[OR]

[Guidance Note: Clause 51 is not applicable to Quantity Surveying consultancy services.]

51. Not used.

**Sample Statement to be Signed by Resident Site Staff
Signifying Consent for the Consultant to Disclose Poor Performance
Records to the Government and the Housing Authority**

[OR]

[Guidance Note: For employment of RSS is not required.]

Not used

To : (the Consultant) (“the Company”)

I understand that for the purpose of ensuring the quality of site supervision of public works/housing projects, the Company shall prepare and collect poor performance records whether due to sub-standard work, poor integrity or matters of conduct (hereinafter referred to as Poor Performance Records) of the Resident Site Staff and disclose the Poor Performance Records to Government policy bureaux and departments and for the Government policy bureaux and departments’ disclosure to the Housing Authority.

I hereby consent to the Company’s disclosure of my personal data including name, date of birth, identity card (or passport) number, and all Poor Performance Records to Government policy bureaux and departments and for the Government policy bureaux and departments’ disclosure to the Housing Authority in case this employment contract is terminated on the basis of poor performance whether due to sub-standard work, poor integrity or matters of conduct as assessed by the Company.

Name (of Resident Site Staff) : _____

Identity Card/Passport No. : _____

Signature : _____

Date : _____

Sample Declaration of Convictions for Offences and Information on Termination of Resident Site Staff Employment Contract

[OR]

[Guidance Note: For employment of RSS is not required.]

Not used

To: (the Consultant) (“the Company”)

In consideration of your processing my application for the post of Resident Site Staff:

I hereby declare that I have not been convicted of any offence(s)[@] for the period _____ to _____* / I have been convicted of an offence(s)[@] for the period _____ to _____*#, details are as follows:

Offence [@]	Date of Conviction	Details

I hereby further declare that I have not been terminated for employment as a Resident Site Staff for the period _____ to _____* by any company, corporation or partnership / I have been terminated for employment as a Resident Site Staff for the period _____ to _____*# by a company, corporation or partnership, details are as follows :

Reason(s) for Termination	Date of Termination	Name/Address of Employer	Details

I hereby declare that the information contained in this declaration is true, accurate and complete to the best of my knowledge. I understand that if any information is untrue, inaccurate or incomplete, I may be subject to criminal investigation and prosecution, and the Company may terminate my employment as Resident Site Staff.

I understand that for the purpose of ensuring the quality of site supervision of public works projects, the above information will be disclosed by the Company to Government policy bureaux and departments.

Annex 2 to GCE Clause No. 36

I hereby consent to the Company's disclosure of my personal data including my name, date of birth, identity card (or passport) number, and all of the above information to Government policy bureaux and departments to enable them to assess my eligibility for the post of Resident Site Staff.

Name (of Resident Site Staff) : _____
 Identity Card/Passport Number : _____
 Signature : _____
 Date : _____

Notes

- @** *The declaration of conviction records covers conviction for offences under the Prevention of Bribery Ordinance (Cap 201) and the Theft Ordinance (Cap 210), the offence of conspiracy to defraud, and the offence of misconduct in public office.*
- #** *Delete whichever is inappropriate*
- *** *The period shall cover 36 months immediately before the Date of Declaration.*
- .

Form A – Letter of Undertaking for Professional Indemnity Insurance

**TO THE GOVERNMENT OF THE HONG KONG SPECIAL
ADMINISTRATIVE REGION**

Dear Sirs,

Insert name of consultant

Insert agreement number and details

Insert policy no. and name of insurer

LETTER OF UNDERTAKING

We hereby undertake that the above professional indemnity insurance policy effected pursuant to sub-clause (1) of General Conditions of Employment 47 of the above Agreement complies with the terms of the said General Conditions of Employment Clause 47.

Yours faithfully,

Form B – Certificate of Insurance**TO THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

Dear Sirs,

Insert NAME OF INSURED**Insert** AGREEMENT NUMBER

TITLE

DATE

PARTIES: The Government of the Hong Kong Special Administrative Region (“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: Insert Insurer Name(s)

Policy No.: Insert Policy Number

Insured Business/ Project: Insert details

Retroactive Date (if any):

Professional Business/
Firm’s Business:

Insert 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\$ _____.

Excess:

[For Project Specific policy only]
Confirm that the Excess / Deductible level does not exceed 20% of the minimum amount stated in General Conditions of Employment Clause 47 of the above Agreement

Exclusions:

Confirm that the policy contains no exclusions other than the following list: <List the headings of all exclusions contained in the policy>

Yours faithfully

For and on behalf of (insert name of Insurer / Insurance Broker as applicable)

* Delete as appropriate.

(Guidance to DR's Delegate)

DIFFERENCE BETWEEN THE GCE FOR DC, I AND FS ASSIGNMENTS

<u>Clause No.</u> Name	<u>Marginal Heading</u>	<u>DC</u> GCE for a "Design and Construction Assignment"	<u>I</u> GCE for an "Investigation Assignment"	<u>FS</u> GCE for a "Feasibility Assignment"
20	Response to queries	Not used	<p>"(1) The Consultants shall respond to queries on the findings and conclusions of this study raised during the period defined in the Brief for such queries by the Director's Representative or by any consultants who may be appointed by the Employer for the subsequent stage of the Project</p> <p>(2) The Consultants shall use their best endeavours to respond to queries on the findings and conclusions of this study raised after the period defined in the Brief for such queries by the Director's Representative or any person who may be appointed by the Employer or nominated by the Director's Representative."</p>	Apply : as I
24	Approval for variations & other expenditure	Apply	Apply	Not used

<u>Clause No.</u>	<u>Marginal Heading</u>	<u>DC</u>	<u>I</u>	<u>FS</u>
25	Referral of variations and claims	Apply	Apply	Not used
33	Payment for addition services	Apply	Apply: include the following: resulting from - "(d) appointments or nominations made under sub-clause (2) of Clause 19; (e) responding to queries under sub-clause (2) of Clause 20; or (f) instructions given under Clause 23."	Apply: as I
34	Reduction of fees	Apply	Apply: include the following : resulting from - "(d) appointments or nominations made under sub-clause (2) of Clause 19; (e) responding to queries under sub-clause (2) of Clause 20; or (f) instructions given under Clause 23."	Apply: as I
36	Resident site staff	Apply	Not used	Not used
40	Publicity relating to contract works	Apply	Not used	Not used

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

SPECIAL CONDITIONS OF EMPLOYMENT

OF

ARCHITECTURAL AND ASSOCIATED CONSULTANTS

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SCE2	ISO 9000 Certification of Consultant
SCE3	Not used
SCE4	*Resident Site Staff / Not used
SCE5	Not used
SCE6	Deletion of “Publicity relating to Contract Works” provision
SCE7	Specialist Sub-consultants
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SCE9	Phases subject to incorporation
SCE10	Setting off money due to the Government from the defaulting Consultant
SCE11	Director’s Representative
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SCE14	Declaration of Ethical Commitment
SCE15	Acknowledgement of Being Notified of the Ethical Requirements
SCE16	Not used
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@SCE23 Payment for delay

@SCE24 Employer's right

*SCE25 Recruitment, Employment and Management of Resident Site Staff

*SCE26 Reimbursement and Remuneration for the Consultants' Recruitment, Employment and Management of Resident Site Staff

SCE27 Employer's Right to Terminate in the Interest of National Security

ANNEX 1 *Sample Statement to be Signed by Resident Site Staff Signifying Consent for the Consultant to Disclose Poor Performance Records to the Government and the Housing Authority / Not used

ANNEX 2 *Sample Declaration of Convictions for Offences and Information on Termination of Resident Site Staff Employment Contract / Not used

ANNEX 3 Sample Declaration Form by Consultant on Compliance with the Conflict of Interest Avoidance and Debarring Requirements

ANNEX 4 Declaration Form by Consultant on Compliance with the Ethical Commitments Requirements

[Guidance Note:

@ Only applicable to Quantity Surveying consultancy services for term contracts;

** delete if inappropriate.]*

ARCHITECTURAL SERVICES DEPARTMENT

**THE GOVERNMENT OF THE HONG KONG
SPECIAL ADMINISTRATIVE REGION**

CONSULTANCY AGREEMENT NO. _____

SPECIAL CONDITIONS OF EMPLOYMENT

OF

ARCHITECTURAL AND ASSOCIATED CONSULTANTS

Disclosure of
Fees Payable to
the Consultant

- SCE 1 (1) The Consultant hereby irrevocably authorizes, consents and agrees that the Employer may, whenever the Employer considers appropriate or upon request by any person (written or otherwise) and without further reference to the Consultant, disclose to any person in such form and manner as the Employer deems fit:
- (a) the fees, costs and expenses payable by the Employer for engaging the Consultant; and
 - (b) the lump sum fee proposal submitted by the selected consultant (in case of assignment remunerated on lump sum fee basis)/ the notional time charge ceiling for the consultancy study (in case of assignment remunerated on time-charge basis)/the estimated lump sum fee calculated based on the percentage-fee proposal submitted by the selected consultant (in case of assignment remunerated on percentage-fee basis).
- (2) The Consultant hereby waives and foregoes his right, if any, to make any claims against the Employer for any losses, damages, costs, charges, liability, demands, proceedings and actions that may arise out of or in consequence of such disclosure by the Employer.

ISO 9000
Certification of
Consultant

SCE 2 (1)

Non-certified Consultant

- (a) Within three months of the award of this Agreement, the Consultant shall book with a certification body acceptable to the Employer, the date of audit for the ISO 9001:2015 certification; with detailed documented quality system procedures ready at the time of booking. If the Consultant is a joint venture, the certification audit referred to in this sub-clause shall mean that of the participant or shareholder whose quality system shall be implemented by the joint venture as specified in the declaration submitted with the consultancy proposal.
- (b) Notwithstanding any other provision of this Agreement, compliance with sub-clause (1)(a) of this Clause shall be a condition precedent to the Consultant's entitlement to any payment or any further payment as the case may be under this Agreement.
- (c) Sub-clauses (1)(a) and (1)(b) of this Clause are not applicable if the Consultant or, where the Consultant is a joint venture, his specified participant or shareholder has already obtained ISO 9001:2015 certification on or before the date of the award of this Agreement.

(2) Scope of Certification

- (a) Within three months of the award of this Agreement, the Consultant shall apply to the relevant certification body for revision of his current scope of ISO 9001:2015 certification to cover site activities service; with detailed documented quality system procedures ready at the time of applying for revision. If the Consultant is a joint venture, the ISO 9001:2015 certification referred to in this sub-clause shall mean the certification of the participant or shareholder whose quality system shall be implemented by the joint venture as specified in the declaration submitted with the consultancy proposal.
- (b) Notwithstanding any other provision of this Agreement, compliance with sub-clause (2)(a) of this Clause shall be a condition precedent to the Consultant's entitlement to any payment or any further payment as the case may be under this Agreement.
- (c) Sub-clauses (2)(a) and (2)(b) of this Clause are not applicable if:
 - (i) site activities service is not required to be provided by the Consultant under this Agreement; or
 - (ii) the scope of ISO 9001:2015 certification of the Consultant or, where the Consultant is a joint venture, his specified participant or shareholder has already been revised by the relevant certification body to cover site activities service on or before the date of the award of this Agreement.

SCE3 Not used.

Resident Site
Staff

SCE4 General Conditions of Employment Clause 36 is deleted and replaced by the following:

36. (1) Resident Site Staff in the Clause shall mean those persons who are employees of the Consultant at the time and during the period of deployment, meet the minimum requirements of Resident Site Staff as specified in the Resident Site Staff Schedule (RSSS) in the Brief as referred to in sub-clause (4) of this Clause and are deployed by the Consultant to fill the Resident Site Staff establishment for a Works Contract instructed under this Agreement.
- (2) Not Used.
- (3) The Director's Representative shall, in consultation with the Consultant, determine the Resident Site Staff size, composition and the period over which each post is required. Subsequently, the Director's Representative may, in consultation with the Consultant, review and amend these to suit the circumstances which subsequently prevail.
- (4) (a) The Consultant shall deploy his employees, or otherwise make his own arrangement to employ persons for purpose of deployment, to fill the posts on the Resident Site Staff establishment determined under sub-clause (3) of this Clause who meet the minimum qualification and experience requirements and are competent to carry out the respective duties stipulated in the Resident Site Staff Schedule (RSSS) in the Brief and the safety training requirement shown thereof. In addition, the Consultant shall ensure that sufficient number of members of the Resident Site Staff shall have attended and completed training courses on first-aid and fire prevention including knowledge on fire-fighting. The Resident Site Staff are the Consultant's sole employees. The Consultant shall be responsible for the management of them. It is the Consultant's responsibility to verify the qualifications of individual candidates if they meet, or their qualifications are equivalent to, the required qualifications for the appointment. Any cost incurred in the process of such verification should be borne by the Consultant.

- (b) If any member of the Resident Site Staff does not meet the “basic safety training” requirement as listed in Table 1 of the RSSS, the Consultant shall at no additional cost to the Employer make arrangement within two weeks from the date of deployment of such member of the Resident Site Staff for him/her to attend the safety training courses appropriate to his/her rank/post set out in Table 1 of the RSSS or similar safety training courses of equivalent or higher standard and to complete the courses within 4 months from the date of his/her deployment. Further, members of the Resident Site Staff responsible for supervising works involving special risks shall have attended and completed the relevant “safety training for works involving special risks” as listed in Table 2 of the RSSS or similar safety training courses of equivalent or higher standard before engaging in such works. If they are supervising works involving special risks and have not received the “safety training for works involving special risks” concerned, the Consultant shall at no additional cost to the Employer make arrangement for them to attend and complete such courses within 1 month of their deployment. Should any member of the Resident Site Staff fail to complete the required safety training within the period specified above, the Consultant shall provide suitable replacement upon the expiry of the specified period, at no additional cost to the Employer.
- (c) The Consultant shall also at no additional cost to the Employer make arrangement for the Resident Site Staff to attend refresher training throughout the period of their deployment as members of the Resident Site Staff at intervals specified in Table 1 and Table 2 of the RSSS after they have attended the respective training courses as listed in Table 1 and Table 2 of the RSSS or after they have received any refresher training thereafter (whichever is the later) and if no such interval is specified in the Tables, the interval for the aforesaid purpose shall be taken as five years.
- (d) The Consultant shall provide to the Director’s Representative safety training record of the Resident Site Staff quarterly. The record shall be in a format to be agreed between the Consultant and the Director’s Representative. The safety training record shall include the name, post and date of deployment of the individual member of the Resident Site Staff who has attended and completed the safety training course(s) as required under this Clause and the date(s) of the training course(s) or refresher course(s) attended, and do the same for those members of the Resident Site Staff who need to attend such training courses or refresher courses but have not yet attended and completed such courses and the proposed dates for attending those courses. The Consultant shall also include safety training courses on first-aid and fire prevention, and other safety training courses attended by members of the Resident Site Staff in their monthly report.
- (5) The Consultant shall provide induction training to newly deployed Resident Site Staff to introduce the Government requirements, including integrity requirements, and procedures relevant to the Assignment.

- (6) The Consultant shall, in the Resident Site Staff employment contract or where appropriate in any supplemental agreement thereto entered into before deployment, explicitly prohibit his Resident Site Staff from soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, and soliciting or accepting any excessive hospitality, entertainment or inducements which could impair their impartiality in relation to Government projects.
- (7) The Resident Site Staff shall preferably have relevant local experience.
- (8) The duties of a person deployed on the Resident Site Staff establishment shall include the respective duties as stipulated in the RSSS and the usual duties of the post in which the person is deployed. The Resident Site Staff shall not directly or indirectly engage or be concerned in another service or business whatsoever, and shall devote the whole of their time and attention to the post in which they are deployed and use their utmost exertion to promote interest in such work.
- (9) The Consultant shall ensure that members of the Resident Site Staff shall not reveal any confidential or privileged information relating to Government projects to any third party without the prior written consent of Government.
- (10) The Consultant shall at no additional cost to the Employer make proper arrangements, including suitable allocation of duties among members of the Resident Site Staff when some members of the Resident Site Staff are on leave, including sick leave or vacation leave, or for any reasons absent from duties, to ensure that the Services is in no way affected by such leave. The Consultant shall give prior notice to the Director's Representative on such arrangements. If the demand of the Contract Works precludes a member of the Resident Site Staff to take vacation leave during the currency of the Works Contract which he/she supervises, the Director's Representative shall have the right to require the vacation leave to be taken at the end of the Works Contract. If a member of the Resident Site Staff is on maternity leave or prolonged sick leave, a temporary staff with equivalent qualifications and experience shall be deployed to take up the duties of the Resident Site Staff for the period concerned at no additional cost to the Employer. The Consultant shall give prior notice to the Director's Representative on such arrangements.
- (11) If the Agreement so requires, Government will post its staff on site as specified in the Brief for the purpose of on-the-job training and for the purpose of posting of Government employees. The Consultant shall be responsible for the administration of such Government staff. The Consultant shall be reimbursed the cost of providing safety training, if any, to these Government staff posted on site.
- (12) The Consultant shall furnish the Director's Representative with the name and particulars of the person he intends to deploy in each post on the Resident Site Staff establishment not less than 14 days prior to his/her deployment. The Consultant shall furnish further information pertinent to the deployment of such person if required by the Director's Representative.

- (13) The Consultant shall furnish the Director's Representative with the name and particulars of the person actually deployed in each post on the Resident Site Staff establishment within 14 days of the person's appointment to the post. The Consultant shall furnish further information pertinent to the deployment of such person if required by the Director's Representative.
- (14) The Director's Representative shall have the authority at any time to disapprove the deployment of any person who is to be deployed, or who has already been deployed by the Consultant on the Resident Site Staff establishment if, in the opinion of the Director's Representative, the person
- (a) does not meet the minimum qualification and/or experience requirements stipulated in this Agreement; or
 - (b) misconducts himself/herself or is incompetent or negligent in the performance of his/her duties; or
 - (c) whose deployment is otherwise considered by the Director's Representative to be undesirable.

The Director's Representative shall state the reasons for the disapproval but the Consultant shall not disclose these to any person unless with the prior written approval of the Director's Representative.

- (15) In the event of the Director's Representative exercising disapproval under sub-clause (14) of this Clause, the person, if not already deployed, shall not be deployed, and that person, if already deployed, shall have his/her deployment on the Resident Site Staff curtailed by the Consultant.
- (16) The responsibilities of the Consultant in connection with the Resident Site Staff shall not be affected irrespective of whether or not the Director's Representative disapproves under sub-clause (14) of this Clause. However, the Employer will bear the cost incurred by the Consultant as a result of the disapproval, if his exercise does not result from the default of the Consultant in fulfilling his duties under this Agreement.
- (17) The Consultant shall be provided with free furnished site office accommodation under the Works Contracts for the Resident Site Staff, including stationery, equipment and transport for official purposes for the administration of the Works Contracts.
- (18) The Consultant shall be responsible for the acts, defaults and neglects of Resident Site Staff (including for the avoidance of doubt those employees of the Employer on loan to the Consultant) in connection with the performance of the Services under this Agreement.
- (19) Not Used.

- (20) (a) The Consultant shall include a condition in Resident Site Staff employment contracts, or where appropriate in any supplemental agreement thereto entered into before deployment, that all poor performance records of the Resident Site Staff deployment whether due to sub-standard work, poor integrity or matters of conduct (hereinafter referred to as Poor Performance Records) will be collected and disclosed by the Consultant to Government policy bureaux and departments who shall disclose them to the Housing Authority in case the Resident Site Staff employment contract, or where appropriate any supplemental agreement thereto entered into before deployment, is terminated on the basis of poor performance whether due to sub-standard work, poor integrity or matters of conduct (hereinafter referred to as Poor Performance). The Poor Performance Records will be used for reference in vetting of Consultant's proposals for Resident Site Staff deployment.
- (b) The Consultant shall, on or before entering into an employment contract with the Resident Site Staff, or where appropriate any supplemental agreement thereto entered into before deployment, require the Resident Site Staff to sign a statement (sample attached at **Annex 1**) to signify consent for the Consultant to disclose all their Poor Performance Records to Government policy bureaux and departments and for disclosure by Government policy bureaux and departments to the Housing Authority. The submission of a statement signed by the Resident Site Staff shall be a condition precedent for paying the Consultant for the deployment of Resident Site Staff.
- (c) The Consultant shall notify the Director's Representative in writing upon the termination of employment contract, or where appropriate any supplemental agreement thereto entered into before deployment, due to Poor Performance of the Resident Site Staff. The Consultant shall only notify the Director's Representative upon completion of the appeal procedures, if any. The information to be provided shall include name, date of birth and identity card number (or passport number in case the Resident Site Staff has no identity card) of the Resident Site Staff, date of termination of Resident Site Staff employment contract, or where appropriate any supplemental agreement thereto entered into before deployment, and all Poor Performance Records.
- (d) The Consultant should take all practicable steps to ensure that the Poor Performance Records are accurate and fair and the assessment is based on solid evidence.
- (e) The Consultant should ensure that the provisions of the Personal Data (Privacy) Ordinance, Cap 486 are fully complied with in the collection of the personal data of the Resident Site Staff and the disclosure of such data to Government policy bureaux and departments and for disclosure by the Government policy bureaux and departments to the Housing Authority.
- (f) The Consultant should also inform the appraising officers concerned of the arrangements set out in this condition.

- (21) (a) The Consultant shall, before entering into an employment contract with the prospective Resident Site Staff, or where appropriate any supplemental agreement thereto entered into before deployment, require the prospective Resident Site Staff to submit a declaration (sample attached at **Annex 2**) to declare whether or not the prospective Resident Site Staff has been convicted of offences under the Prevention of Bribery Ordinance, Cap 201 and the Theft Ordinance, Cap 210, the offence of conspiracy to defraud, and the offence of misconduct in public office, and whether or not he/she has been terminated for employment as a Resident Site Staff. Such submission by the prospective Resident Site Staff shall be a condition precedent for deployment.
- (b) The Consultant shall make clear to the prospective Resident Site Staff that the information contained in the declaration shall be disclosed to Government policy bureaux and departments and obtain the consent of the prospective Resident Site Staff.
- (c) The Consultant shall submit the declaration made by the prospective Resident Site Staff to the Director's Representative at least one week prior to offering deployment to the prospective Resident Site Staff. The information in the declaration shall be taken into account in considering whether the Consultant's proposal for the Resident Site Staff deployment should be approved.
- (d) The Consultant shall terminate the deployment of the Resident Site Staff who has given false information in the declaration or is convicted of offences under the Prevention of Bribery Ordinance, Cap 201 and the Theft Ordinance, Cap 210, the offence of conspiracy to defraud, and the offence of misconduct in public office, during deployment. Such provision for termination should be included in the employment contract of the Resident Site Staff, or where appropriate in any supplemental agreement thereto entered into before deployment.

[For use where it is decided before inviting technical and fee proposals that deployment of RSS will be adopted.]

[OR]

SCE4 Not used.

SCE5 Not used.

Deletion of
"Publicity
relating to
Contract Works"
provision

SCE6 General Conditions of Employment Clause 40 is deleted.

[Note : for use in "Investigation Assignment" and/or "Feasibility Study Assignment"]

Specialist
sub-consultants

SCE7 General Conditions of Employment Clause 38 is amended by :

- (a) re-numbering the existing provision as sub-clause (1); and
- (b) adding the following sub-clause (2);

“(2) If the Consultant is not included in the Lists of Consultants for the following categories maintained by the Employer as detailed in the Brief, then the Consultant shall enter into a written sub-consultant agreement with the respective listed consultant, in the relevant category, for the design and construction assignment of the respective part(s) of the Assignment as specified in the Brief:

- (a) *Architectural Consultants;
- (b) *Structural Engineering Consultants;
- (c) *Building Services Consultants;
- (d) *Landscape Architectural Consultants;
- (e) *Quantity Surveying Consultants; or
- (f) *Building Surveying Consultants.

*[Guidance Note: * - delete if not applicable.]*

[OR]

[Guidance Note: For consultancies not involving sub-consulting.]

SCE7 Not used.

Referral of variations and claims

SCE8 The Consultant when acting as the Surveyor and/or *Surveyor's Representative / *Supervising Officer's Representative [for D&B contract] / *Maintenance Surveyor's Representative [for term contracts] in any Works Contracts shall:

- (a) as soon as the value of a variation to the Contract Works under any Works Contract has been determined, refer the details of the evaluation to the Director's Representative for information; and
- (b) report to the Director's Representative all claims for additional payment made by the Contractor 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 his view of the matter before the Consultant reaches a decision.

The foregoing referral and reporting to the Director's Representative shall be in writing. Notwithstanding the above, the Consultant shall make his valuation impartially and independently as required by the Works Contract.

*[Guidance Note : For use where the Consultant appointed also provides Quantity Surveying service. * delete if inappropriate].*

[Refer to Technical Reference No. 4 at Appendix 36 for background information.]

(WBTC No. 22/2001 has been subsumed under this Clause which should only be updated by Works Branch of Development Bureau.)

Phases Subject to Incorporation

SCE9 (1) The provisions of this Special Condition of Employment shall apply to those Services identified in the Brief as Phases Subject to Incorporation.

(2) The General Conditions of Employment are amended as follows:

(a) by the addition of the following definition to Clause 1:

"Phase Subject to Incorporation" means a Phase designated in the Brief (the details of which are known, but the implementation of which has not been decided upon by the Director's Representative at the time the documents inviting submissions for consultancy services are issued) which may be incorporated into the Project pursuant to Subclause (3) of this Special Condition of Employment.

Clause 27 of the General Conditions of Employment is amended by the addition of the words "and shall also include the total fees of the Phases Subject to Incorporation, which shall be inclusive of all labour, material and expenses incurred in the performance of the Services and which shall not be payable unless an instruction is issued in accordance with Subclause (3) of the Special Condition of Employment" at the end.

- (3) Without derogating from the generality of Clause 17 and 23 of the General Conditions of Employment, the Director's Representative may, within ____ days prior to/after the completion of the ____ Phase, instruct the Consultant in writing to proceed with the Services comprised within a Phase Subject to Incorporation.

[Alternative (3):

Without derogating from the generality of Clause 17 and 23 of the General Conditions of Employment, the Director's Representative may, within the relevant time stated in the documents inviting submissions for consultancy services (commencing from and including the date for commencement of the Consultancy Agreement), instruct the Consultant in writing to proceed with the Services comprised within a Phase Subject to Incorporation.]

- (4) In the event that the Director's Representative issues an instruction in accordance with Subclause (3) of the Special Condition of Employment:
- (a) the Consultant shall thereafter perform and complete the Services comprised within the relevant Phase Subject to Incorporation as part of the Project in accordance with the Agreement; the Consultant shall commence providing the Services for the Phase Subject to Incorporation upon receipt of the instruction and shall complete that Phase within the time for completion of that Phase stated in the documents inviting submissions for consultancy services, or such extended time as may be approved by the Director's Representative. The time for completion commences from and includes the date for commencement of the Phase notified by the Director's Representative in accordance with Subclause (3) of this Special Condition of Employment.
 - (b) the Agreement shall thereafter be construed in every way as if the relevant Phase Subject to Incorporation had at all times formed part of the Project; and
 - (c) the fees for the Phases Subject to Incorporation shall be payable in accordance with Clause 27 of the General Conditions of Employment.

- (5) In the event that the Director's Representative does not issue an instruction in accordance with Subclause (3) of this Special Condition of Employment:
 - (a) without prejudice to the provisions of Clause 17 and 23 of the General Conditions of Employment, the Consultant shall not thereafter be obliged to execute and complete the Services comprised within the relevant Phase Subject to Incorporation;
 - (b) the Consultant shall not be entitled to any payment or other compensation or relief in respect of or attributable to the relevant Phase Subject to Incorporation;
 - (c) the Agreement shall thereafter be construed in every way as if the relevant Phase Subject to Incorporation had not at any time formed part of the Agreement and all references thereto shall be of no effect;
 - (d) the Consultant shall review the Programme submitted pursuant to Clause 26 of the General Conditions of Employment and, if appropriate, revise and submit an amended or varied version of the same to the Director's Representative for approval under Clause 26(2) of the General Conditions of Employment;
 - (e) the Consultant shall review all drawings and other documents relating to its Services which have been submitted to the Director's Representative and if appropriate, revise and submit an amended or varied version of the same to the Director's Representative in accordance with Clause 15 of the General Conditions of Employment.
- (6) The Consultant shall not commence the Services comprised within a Phase Subject to Incorporation without a written instruction to do so from the Director's Representative, pursuant to Subclause (3) of the Special Condition of Employment.
- (7) For the avoidance of doubt, Phases Subject to Incorporation do not fall within the provisions of Clauses 33, 34 and 41 of the General Conditions of Employment.

*[Note: According to Technical Reference No. 5 at **Appendix 36**, this SCE 9 shall be used for consultancy agreements covering more than one "Phase" (the term "Phase" used in Technical Reference No. 5 at **Appendix 36** shall also mean work stage) and the implementation of some of these phases has not been decided upon at the time the documents inviting submissions for consultancy services are issued.]*

(WBTC No. 18/2002 has been subsumed under this Clause which should only be updated by Works Branch of Development Bureau.)

Setting off money due to the Government from the defaulting Consultant	SCE10	(1) All damages, losses, costs, expenses, debts or sums for which the Consultant is liable to the Employer under any provision of this Agreement may be deducted by the Employer from monies due to the Consultant under this Agreement and the Employer shall have the power to recover any balance not so deducted from monies due to the Consultant under any other Government consultancy agreement between the Employer and the Consultant.
		(2) All damages, losses, costs, expenses, debts or sums for which the Consultant is liable to the Employer under any provision of any other Government consultancy agreement between the Consultant and the Employer may be deducted by the Employer from monies due to the Consultant under this Agreement.
		<i>[Note: as required by ETWB's memo ref.: (59) in ETWB(PS)106/11 Pt. 19 dated 2.6.03.]</i>
Director's Representative	SCE11	General Conditions of Employment Clause 16 is deleted and replaced by the following: 16 (1) The Consultant shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Director's Representative and, subject to any limitations imposed by the Director's Representative in any letter of authority granted by him, such other persons to whom the Director's Representative may delegate his powers and duties. (2) The Director's Representative may from time to time delegate to other persons his powers and duties vested in him. Any delegation shall be notified in writing to the Consultant and signed by the Director's Representative and shall specify the powers and duties thereby delegated. The persons so delegated may be described either by name or as the holder for the time being of a public office."
	SCE12	Not used.
Conflict of Interest and Debarring	SCE13	Clause 46 of the General Conditions of Employment is deleted and replaced by the following: “(1) On appointment and during the term of this Agreement and for [6] ^{1 2} months thereafter, the Consultant must declare any interest if it is considered to be in actual, apparent, potential or perceived conflict with the Services, including any interest or association the Consultant, his associated companies, his associates or associated persons or any of his sub-consultants may have with any contractors, suppliers, specialist contractors or sub-contractors. The Consultant shall during the term of this Agreement and for [6] months thereafter forthwith notify the Employer in writing and keep the Employer notified of all or any facts which may reasonably be considered to give rise to a situation where the financial or other interest of the Consultant, his associated companies, his associates or associated persons or any of his sub-consultants, conflict or compete, or may conflict or compete, with the Consultant's duties to the Employer under this Agreement.

¹ The duration of the restraint should be filled in by the procuring department taking into account the specific nature of the Services involved and the legitimate interests that the Government has to protect.

² For ArchSD consultancies, the period of debarring should normally be **6 months**. However, a longer period should be adopted if the Director's Representative considers that the Consultant would commit a potential conflict of interest in subsequent assignments.

For purpose of this Clause 46 of the General Conditions of Employment, the “term of this Agreement” shall mean the period from appointment of the Consultant until completion of the Agreement, i.e. upon issue of the letter of completion of Agreement by the Employer.

- (2) The Consultant shall not, and shall ensure that any of his associated companies, his associates or associated persons or any of his sub-consultants shall not, during the term of this Agreement and for [6] months thereafter, undertake any services, tasks or jobs or do anything whatsoever for or on behalf of any third party (other than in the proper performance of this Agreement), which touches, concerns or affects the Services or which may reasonably be seen to touch, concern or affect the Services, except with the prior written approval of the Director’s Representative which approval shall not be unreasonably withheld.
- (3) Without prejudice to the generality of sub-clause (2), the Consultant shall not (whether on his own or through his associated companies, associates or associated persons or in joint venture with others), and shall ensure that any of his sub-consultants shall not,
 - (a) undertake or compete for the role of a contractor or supplier or otherwise be involved as a shareholder of the contractor or supplier, in a subsequent procurement of any services and/or goods arising out of or relating to this Agreement;
 - (b) undertake any services for a contractor (including acting as a sub-contractor) or supplier in respect of a contract between that contractor or supplier and the Employer for which the Consultant is providing a service arising out of or relating to this Agreement ;
 - (c) undertake any services for, including without limitation provision of advice to, a bidder bidding for a contract arising out of or relating to this Agreement,

except with the prior written approval of the Employer.

In the event that the Consultant has advised on the preparation of the tender, including tender specifications and tender assessment, the Consultant undertakes that under no circumstances will he bid, participate or be financially involved in that or related tender exercise.

The Consultant shall take all necessary steps to ensure that under no circumstances will his associated companies, associates, associated persons and sub-consultants participate or be financially involved in the tender exercise referred to in the preceding sub-paragraphs.

- (4) The Consultant shall render his advice or recommendations pursuant to this Agreement to the Employer on an impartial basis without giving favour to any particular product, services or equipment in which the Consultant has a commercial interest. The Consultant shall notify the Employer immediately and in writing and keep the Employer notified of any actual, apparent, potential or perceived conflict he or his associated companies, associates or associated persons or any of his sub-consultants may have in, or any association or connection he or the aforesaid persons may have with, any of the services, products or equipment proposed or recommended by the Consultant under this Agreement. The Consultant shall obtain from each and every one of his directors, employees, agents and sub-consultants who are involved in this Agreement a binding undertaking to observe this sub-clause.
- (5) The Consultant shall require his directors, employees, agents and sub-consultants who are involved in this Agreement to declare in writing to the Consultant and keep the Consultant informed regularly of any actual, apparent, potential or perceived conflict between their personal/ financial interests and their duties in connection with this Agreement, including all or any facts which may reasonably be considered to give rise to a situation which the financial interests of such persons, conflict or compete, or may conflict or compete, with the Consultant's duties to the Employer under this Agreement. In the event that such conflict is disclosed in a declaration, the Consultant shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed.
- (6) The Consultant shall prohibit his directors and employees who are involved in this Agreement from engaging in any work or employment other than in the performance of this Agreement, with or without remuneration, which could give rise to any actual, apparent, potential or perceived conflict between their personal/financial interests and their duties in connection with this Agreement. The Consultant shall require his agents and sub-consultants to impose similar restriction on their directors and employees by way of a contractual provision.
- (7) The Consultant shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that his directors, employees, agents and sub-consultants who are involved in this Agreement are aware of the provisions under the aforesaid sub-clauses (2) to (6). Where the Consultant has obtained the written approval of the Director's Representative to appoint sub-consultants to undertake any part of the Services, the Consultant shall take all necessary steps to procure and ensure that the same covenants as in this Special Conditions of Employment Clause, *mutatis mutandis*, are imposed on the sub-consultants and shall take all necessary steps to enforce such covenants.

- (8) In this Special Conditions of Employment Clause,
- “associated company” or “associated companies” in relation to the Consultant means
- any company which is the holding company or subsidiary company or sister company of the Consultant. A “sister company” means a company which belongs to the same holding company as the Consultant’.
- “associate” or “associates” in relation to the Consultant means
- (a) any partner of the Consultant; or
 - (b) any company one or more of whose directors is in common with one or more of the directors of the Consultant.
- “associate person” or “associated persons” in relation to the Consultant means
- (a) any person who has control, directly or indirectly, over the Consultant; or
 - (b) any person who is controlled, directly or indirectly, by the Consultant; or
 - (c) any person who is controlled by, or has control over, a person at (a) or (b) above.
- “control” in relation to another person means holding office as a director or the power of a person to secure
- (a) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or
 - (b) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other persons;
- that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person.
- “director” means any person occupying the position of director by whatever name called and without limitation a de facto or shadow director.
- (9) The Consultant shall submit a signed declaration in the form prescribed in **Annex 3** to these Special Conditions of Employment (with only such amendments thereto as may previously have been agreed in writing by the Employer) to confirm compliance with the provisions as stated in the above sub-clauses upon commencement of the Services and, subsequently, include a declaration statement in his covering letter for interim payments, in the form as prescribed in the Schedule of Fees in this Agreement. If the Consultant fails to submit the declaration as required, the Employer shall be entitled to withhold payment until such declaration is submitted and the Consultant shall not be entitled to interest in that period.”

[Refer to Technical Reference No. 13 at Appendix 36 for background information.]

(ETWB TC(W) No. 18/2005 has been subsumed under this Clause which should only be updated by Works Branch of Development Bureau.)

Declaration of Ethical Commitment	SCE14	The Consultant shall submit a signed declaration in a form prescribed in Annex 4 to these Special Conditions of Employment or approved by the Employer to confirm compliance with the provisions on confidentiality and ethical commitment as stated in General Conditions of Employment Clauses 9 and 45 upon commencement of the Services and, subsequently, include a declaration statement in his covering letter for interim payments, in the form as prescribed in the Schedule of Fees in this Agreement. If the Consultant fails to submit the declaration as required, the Employer shall be entitled to withhold payment until such declaration is submitted and the Consultant shall not be entitled to interest in that period.
Acknowledgement of Being Notified of the Ethical Requirements	SCE15	The Consultant acknowledges that he has been reminded that dishonesty, theft and corruption on his part or those of his directors, employees, agents or sub-consultants who are involved in this Agreement may lead to prosecution under, without limitation, section 9 of the Prevention and Bribery Ordinance, Cap 201; section 17, section 18D or section 19 of the Theft Ordinance, Cap 210 and section 161 of the Crimes Ordinance, Cap 200. These offences commonly carry upon conviction terms of imprisonment.
	SCE16	Not used.
Retention of Documents and Inspection	SCE17	<p>Clause 12 of the General Conditions of Employment is deleted and replaced by the following:</p> <p>“(1) For a period of 12 years commencing from the date of substantial completion of any works contract or ground investigation contract (and where there are multiple sections for completion of the works, then the date of the last of such sections substantially completed and for the purposes of this Clauses referred to as the “date of substantial completion”), supervision of which is part of the Services, the Consultant shall store records, files, measurement books, accounts and other information (for the purposes of this Clause called the “documents”) however generated and whether generated by or received by the Consultant in respect of each works contract or ground investigation contract, in accordance with the approved storage and retrieval proposal as referred to in sub-clause (2) of this Clause.</p> <p style="text-align: center;">[OR]</p> <p>(1) [Guidance Note: The following sub-clause (1) for Quantity Surveying consultancy services other than for term contracts.] For a period of 12 years commencing from the date of issue of the certificate by the *Surveyor/*Supervising Officer [for D&B contract] stating the final contract sum (for the purposes of this Clause referred to as the “date of final account”) in a Works Contract in which the Consultant is acting as the *Surveyor’s Representative/*Supervising Officer’s Representative [for D&B contract], the Consultant shall store records, files, measurement books, accounts and other information (for the purposes of this Clause called the “documents”) however generated and whether generated by or received by the Consultant in respect of Works Contract, in accordance with the approved storage and retrieval proposal as referred to in sub-clause (2) of this Clause.</p>

[OR]

- (1) ***[Guidance Note: The following sub-clause (1) for Quantity Surveying consultancy services for term contracts.]*** For a period of 12 years commencing from the last date of certification on the final value(s) of the Works Order(s) made by the *Maintenance Surveyor/*Supervising Officer (for the purpose of this Clause referred to as the “date of final account”) in a Term Contract in which the Consultant is acting as the *Maintenance Surveyor’s Representative/*Supervising Officer’s Representative, the Consultant shall store records, files, measurement books, accounts and other information (for the purposes of this Clause called the “documents”) however generated and whether generated by or received by the Consultant in respect of the Term Contract, in accordance with the approved storage and retrieval proposal as referred to in sub-clause (2) of this Clause.
- (2) The Consultant shall before the date of *substantial completion / *final account ***[for Quantity Surveying consultancy services]*** submit a storage and retrieval proposal to the Director’s Representative for approval. The proposal may be approved by the Director’s Representative with or without conditions. On approval the Consultant shall subject to this Clause deal with the documents in strict accordance with the approved storage and retrieval proposal.
- (3) The Consultant shall give assistance to public officers authorized by the Employer to locate, retrieve, inspect or copy such documents and shall answer queries or supply information reasonably requested by such officers on the concerned documents.
- (4) Upon the expiry of and notwithstanding the 12 years period, the Consultant shall first obtain the written consent of the Employer before destroying any of the documents. If so instructed by the Employer, the Consultant shall deliver any or all of such documents to the Employer’s designated store.
- (5) The Consultant shall notify the Employer immediately in case of any accidents or incidents leading to the loss or damage of any of the documents. The Consultant shall also inspect the documents at regular intervals of not exceeding three years to ensure that they are in good condition and shall report to the Employer promptly in case of any sign of deterioration.
- (6) The Employer may before the expiry of the 12 years period request that any of the documents be transferred from the Consultant to the Employer’s designated store.
- (7) Notwithstanding sub-clause (1) to (6) of this Clause the Consultant may propose from time to time the destruction of certain documents or classes of documents and the Employer may consent to such destruction, such consent to be in writing.

- (8) The Director's Representative shall have power to order the amendment of or change to the approved storage proposal. Should the Director's Representative order such amendment or change the Consultant are entitled to be reimbursed any increase in the cost of storage.

For the avoidance of doubt, the Consultant's fee covers all of the obligations set out in this Clause, except instructions issued under sub-clause (8) of this Clause."

[Refer to Technical Reference No. 11 at Appendix 36 for background information.]

(ETWB TC(W) No. 30/2004 has been subsumed under this Clause which should only be updated by Works Branch of Development Bureau.)

*[Guidance Note: *delete if inappropriate.]*

Tax Withholding	SCE18	<p>(1) Where the Consultant is a non-resident corporation or, where the Consultant is an unincorporated joint venture or partnership or sole proprietorship, any one of the participants or partners or the sole proprietor is a non-resident (whether as declared in the consultancy proposals or as subsequently notified to or found out by the Government), the Government shall withhold a percentage equivalent to the prevailing Hong Kong profits tax rate applicable to unincorporated and incorporated business at the time the Services are rendered (For the details of the current profits tax rates, please refer to the website of the Inland Revenue Department www.ird.gov.hk) of any fee payable to the Consultant, whether by way of lump sum, instalments or discounted payments, but exclusive of any reimbursement of expenses, if any, in respect of the Services performed/provided in Hong Kong for the settlement of Hong Kong profits tax chargeable on the fee. Any balance representing the excess of fees so withheld in the basis period of the year of assessment over the Consultant's tax liability for that year will be returned to the Consultant without interest within a reasonable time upon final determination and settlement of his tax liabilities.</p> <p>(2) The Consultant acknowledges and consents that in the event that the Consultant is a non-resident corporation or, where the Consultant is an unincorporated joint venture or partnership or sole proprietorship, any one of the participants or partners or the sole proprietor is a non-resident, such data (including but not limited to his name, nature of engagement, consultancy period, consultancy fee, correspondence address (both local and overseas) and the amount of tax withheld) will be notified/provided to the Inland Revenue Department for tax assessment and collection purposes.</p> <p>(3) The Consultant shall notify the Director's Representative immediately whenever there is any change during the currency of the Agreement in his resident status or the sole proprietor's resident status or, where the Consultant is an unincorporated joint venture or partnership, in any one of the participants' or partners' resident status, from that declared in the consultancy proposals.</p> <p>(4) "Non-resident" means in the case of an individual, one who maintains a place of abode outside Hong Kong, and in the case of a corporation, one which is not incorporated in Hong Kong.</p>
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[Note 1: Insert the current rates at the time the invitation is issued and insert the relevant year.]

*[Refer to Technical Reference No. 12 at **Appendix 36** for background information.]*

(ETWB TC(W) No. 34/2004 has been subsumed under this Clause which should only be updated by Works Branch of Development Bureau.)

Number of Tiers of Sub-contracting	SCE19	The Consultant when acting as the Supervising Officer in any Works Contract shall, as soon as he receives from the Contractor a request for an extra tier of sub-contracting made in accordance with the provisions of the Works Contract, refer such request to the Employer in writing, and shall obtain the prior confirmation in writing of no objection from the Employer before permitting the Contractor to introduce an extra tier of sub-contracting under the Works Contract. In the event of an objection from the Employer, the Consultant shall act in accordance with the Employer's direction. Subject to the foregoing provisions, the Consultant shall notify the Contractor in writing of his decision within 14 days from the date of receipt by the Consultant of the request for an extra tier of sub-contracting from the Contractor.
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[OR]

[Guidance Note: SCE19 is not applicable to Quantity Surveying consultancy services.]

	SCE19	Not used.
Settlement of disputes	SCE20	<p>General Conditions of Employment Clause 44 is deleted and replaced by the following:</p> <p>44. *(A) / (1) 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 Director and the partner or director of the Consultant, who shall meet within 21 days of such matter being referred to them.</p> <p> *(B) / (2) If the dispute or difference cannot be resolved within 2 months of a meeting under sub-clause *(A) / (1) 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 Government of the Hong Kong Special Administrative Region Construction Mediation Rules or any modification thereof for the time being in force.</p> <p> *(C) / (3) If the matter cannot be resolved by mediation, or if either the Employer or the Consultant does 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 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 90 days of either the refusal to mediate, or the failure of the mediation.</p>

- * (D) / (4) (i) Subject to paragraphs (ii) and (iii) of this sub-clause, the Domestic Arbitration Rules (2014) of the Hong Kong International Arbitration Centre (the Arbitration Rules) shall apply to any arbitration instituted in accordance with this Clause.
- (ii) Notwithstanding any provision of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be Hong Kong unless the parties otherwise agree.
- (iii) Article 20.1 of the Arbitration Rules shall be deleted and replaced by:
- " 20.1(a) The arbitration proceedings are private and confidential between the parties and the arbitrator. Subject to the provisions of section 18 of the Ordinance and these Rules, no information relating to the arbitration shall be disclosed by any person without the written consent of each and every party to the arbitration. Disclosures are permissible where disclosures –
- (a) are necessary for implementation or enforcement;
 - (b) are required by the parties' auditors or for some other legitimate business reason;
 - (c) are required by any order of the courts of Hong Kong or other judicial tribunal;
 - (d) are necessary for the making of claims against any third party or to defend a claim brought by any third party.
- 20.1(b) Notwithstanding Article 20.1(a) and subject to the following provisions, the party comprising the Government of the Hong Kong Special Administrative Region (the Government party) may disclose the outline of any dispute with the other party and the outcome of the arbitration to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said Committee, the Government party shall inform the other party. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the outcome of the arbitration without the written consent of the other party but such consent shall not be unreasonably withheld. The other party shall be deemed to have given his consent to disclosures on the expiry of the first 6

months from the date of the outcome of the arbitration. The other party may, if he considers necessary to protect the sensitive nature of certain information relating to him, request the Government party to disclose such specified information to the said Committee strictly on a confidential basis. If the Government party considers that there are legitimate grounds to accede to the other party's request, the Government party shall convey the request to the said Committee for its consideration. "

*(E) / (5) All the provisions in Schedule 2 to the Arbitration Ordinance shall apply to any arbitration instituted in accordance with this Clause.

*(F) / (6) For the purposes of this Clause, "Arbitration Ordinance" means the Arbitration Ordinance (Cap. 609) or any statutory modification thereof for the time being in force. "

* *Delete as appropriate.*

Contracts (Rights of Third Parties) Ordinance	SCE21	<p>(1) Nothing in this Agreement confers or purports to confer on any third party any benefit or any right pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of the Agreement.</p> <p>(2) This Special Condition of Employment shall only be applicable if this Agreement is awarded on or after the commencement date of the Contracts (Rights of Third Parties) Ordinance (Cap. 623).</p>
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(Notes: Sub-clause (2) will not be required for Technical and Fee Proposals invited on or after the commencement date (i.e. 1.1.2016) of Cap. 623, or for Technical and Fee Proposals invited before such commencement date but with a submission deadline on or after such commencement date.)

[Guidance Note : SCE 22 to 24 are only applicable to Quantity Surveying consultancy services for term contracts.]

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| Definitions | <p>SCE22 General Conditions of Employment Clause 1 is amended by incorporating the following:</p> <p>(a) deleting definition of “Contract Works” and replacing it with following:</p> <p style="padding-left: 40px;">“Contract Works” means *all services, all Works in all Works Orders and all obligations required to be performed under a Term Contract.</p> <p>* (b) adding definition of “Maintenance Surveyor” as following:</p> <p style="padding-left: 40px;">“Maintenance Surveyor” means the Maintenance Surveyor appointed in a Term Contract.</p> <p>* (c) adding definition of “Maintenance Surveyor’s Representative” as following:</p> <p style="padding-left: 40px;">“Maintenance Surveyor’s Representative” means the Maintenance Surveyor’s Representative appointed in a Term Contract.</p> <p>(d) deleting definition of “Project” and replacing it with following:</p> <p style="padding-left: 40px;">“Project” means the Term Contract(s) described in the Brief, of which the Assignment forms a part.</p> <p>(e) adding definition of “Term Contract” as following:</p> <p style="padding-left: 40px;">“Term Contract” means a term contract described in the Brief entered into between the Contractor and the Employer in which the Contractor undertakes to *design, execute and complete Contract Works more particularly detailed in the contract on behalf of the Employer and which the Consultant is required to administer.</p> <p style="padding-left: 40px;">Where Works Contract is referred hereinafter in this Agreement, it shall mean the Term Contract as described herein.</p> <p>(f) adding definition of “Works” as following:</p> <p style="padding-left: 40px;">“Works” means the works, services *(including design) and/or goods ordered from time to time to be carried out, constructed, completed, maintained or supplied in accordance with the Term Contract as stated in a Works Order and include works or services *(including design) to be carried out and/or goods supplied by Specialist Sub-contractor, Plant and Temporary Works.</p> <p>(g) adding definition of “Works Order” as following:</p> <p style="padding-left: 40px;">“Works Order” means a written order signed by the *Maintenance Surveyor/*Supervising Officer or *Maintenance Surveyor’s Representative/*Supervising Officer’s Representative and served on the Contractor or posted to the Contractor’s usual place of business for any works to be executed, services *(including design) to be performed and/or goods to be supplied by the Contractor under the Term Contract.</p> <p style="padding-left: 40px;">* Delete as appropriate.</p> |
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Payment for delay	SCE23	Further to the General Conditions of Employment Clause 35(1), delay shall not include : <ul style="list-style-type: none"> (a) delay in submission of dimension books by the Contractor; (b) delay in agreeing final values of Works Orders with the Contractor; (c) delay in checking of dimension books and account finalization of Works Orders due to authorized audit and quality control checking.
Employer's right	SCE24	The right is reserved by the Employer, at the Employer's discretion, to have any Services of the Agreement to be carried out by means of an agreement with others or by the use of the Employer's work force and resources. The Consultant shall have no claim whatsoever against the Employer's exercise on this discretion.

[Guidance Note : SCE 25 to 26 are used where it is decided before inviting technical and fee proposals that direct employment of RSS will be adopted.]

Recruitment, Employment and Management of Resident Site Staff	SCE25	Clause 36 of the General Conditions of Employment is replaced by the following clause:
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36. (A) Where this Agreement or the Brief requires the Consultant to provide a part of the Services in relation to recruitment, employment and management of Resident Site Staff (hereinafter referred to as “RSS” in this Agreement) under direct employment by the Consultant, the Consultant shall do so in accordance with Clauses SCE 25 and SCE 26 of these Special Conditions of Employment, the Brief and the Schedule of Resident Site Staff Standards and Duties in Annex 2 to the Brief.

(B) The Consultant shall be responsible for the acts, default and neglects of all RSS in connection with any works under this Agreement.

(C) The Consultant shall comply with the procedures and arrangements for recruitment, employment, management, reimbursement and remuneration for its direct employment of RSS in accordance with the latest version of the Management Handbook for Direct Employment of Resident Site Staff by Consultant for Public Works Projects promulgated by the Development Bureau (Works Branch) or equivalent as at the deadline for submission of the Technical and Fee Proposals (hereinafter referred to as “RSS Management Handbook” in this Agreement). The RSS Management Handbook is posted on the website of the Development Bureau or equivalent under the heading “Standard Consultancy Documents” in the “Publications” section, and can be found in the following link or its update as advised by the Director’s Representative:

https://www.devb.gov.hk/en/publications_and_press_releases/publications/standard_consultancy_document/index.html

The RSS Management Handbook will be updated from time to time after the deadline for submission of the Technical and Fee Proposals when the existing works policies are modified. Changes to the arrangements on recruitment, employment, management, reimbursement and remuneration for direct employment of RSS by the Consultant in this Agreement or new arrangements introduced by the Development Bureau (Works Branch) or equivalent before the completion of this Agreement shall, subject to any instruction(s) by the Director’s Representative to the Consultant, be implemented by the Consultant from the date the changes or new arrangements take effect.

Reimbursement and Remuneration for the Consultant's Recruitment, Employment and Management of Resident Site Staff	SCE26	<p>(A) The reimbursement and remuneration to the Consultant for such part of the Services in relation to recruitment, employment and management of RSS shall be in accordance with this Clause. For the avoidance of doubt, except as provided in this Clause, no payment shall be made to the Consultant in respect of any part of the Services in relation to recruitment, employment and management of RSS.</p> <p>(B) For the avoidance of doubt, the RSS on-cost and other reimbursable expenditures in relation to such part of the Services in relation to recruitment, employment and management of RSS shall be excluded from the Lump Sum (as stated in the Schedule of Fees) and associated payments. Notwithstanding that the notional value for RSS on-cost, calculated on the basis of the RSS on-cost rates tendered by the Consultant in the Fee Proposal, was taken into account by the Employer in assessing the Consultant's Technical and Fee Proposals for this Agreement, the Employer has no obligation whatsoever to instruct any part of the Services in relation to recruitment, employment and management of RSS. Notwithstanding that the actual RSS establishment size and composition determined in accordance with the Brief may deviate from the notional RSS establishment size and composition as stated in the Fee Proposal Proforma, any deviation between the actual RSS establishment size and composition determined in accordance with the Brief and the notional RSS establishment size and composition as stated in the Fee Proposal Proforma shall not constitute additional Services nor a claim and the Consultant shall not be entitled to any payment or other compensation or relief of or attributable to the Employer's decision.</p> <p>(C) The Consultant shall be reimbursed for actual payment of salaries and fringe benefits of RSS, advertising costs for recruitment of RSS and expenses for specified training courses for RSS provided that:</p> <ul style="list-style-type: none"> (i) the Consultant shall obtain the prior written approvals of the Director's Representative on the proposals for the whole RSS establishment and its revisions in accordance with the Brief and the proposed reimbursement caps on salaries and fringe benefits for each RSS proposed to be employed in accordance with this Clause prior to entering into any commitment to expenditure for which there is a provision for reimbursement in this Clause; (ii) the total of the accumulated reimbursement applied and the estimated reimbursement to be applied for each calendar year shall not exceed the respective annual reimbursement ceiling (which is the aggregate total of various reimbursement caps on salary and fringe benefits of RSS, advertising costs for recruitment of RSS and expenses for specified training courses for RSS accepted by the Director's Representative); and (iii) the Consultant shall observe and comply with the conditions and mechanisms for determination of reimbursement caps and reimbursement as stipulated in this Clause.
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Sections 4.1 to 4.11 and associated appendices of the RSS Management Handbook and Section 13.2 and 13.3 in the Brief shall form a part of this Clause. The terms below in the RSS Management Handbook shall have the following respective meaning in this Agreement:

Term in the RSS Management Handbook	Meaning in this Agreement
the “managing department”	the “Director’s Representative”
“the consultancy agreement”	“this Agreement”

- (D) The Consultant shall be remunerated RSS on-cost each month for such part of the Services in respect of the recruitment, employment and management of RSS, subject to price adjustments under sub-clause (E) of this Clause. The monthly amount shall be the sum of the products obtained by multiplying the number of man-months of RSS provided and managed in the month of the rank as described in Column A below by the respective RSS on-cost rates tendered by the Consultant in the Fee Proposal and input by the Employer in Clause 10 of the Schedule of Fees upon acceptance by the Employer. Column B describes the collective ranks of RSS directly employed by the Consultant and Government staff posted to the Consultant by the Employer as appropriate. Unless stated otherwise, the RSS on-cost rates in the Schedule of Fees are all-inclusive in respect of such part of the Services in relation to recruitment, employment and management of RSS.

	Column A - <u>Rank</u>	Column B - Collective <u>Rank</u>
RSS directly employed by the Consultant	PRE, CRE, CRA	R1
	SRE, SRE(E&M), SRE(G), SRA, SRLA, SRQS, SRLS, RSBSE	R2
	RE, RE(E&M), RE(G), RA, RLA, RQS, RLS, RCTO, RSIOW, RSCOW, RPSO, RPTO, RSIO, RSE, RBSE, RGE, RSBSI	R3
	ARE, ARE(E&M), ARE(G), ARA, ARLA, ARQS, ARLS, RIOU, RAIUOW, RSFO, RFOI, RSSO, RCOW, RACOW, RSTO, RSO, RTO, RIO, REO, RAEO, RSCO, RCO, RASE, RBSI, RABSI, RAO	R4
	RWSI (Building), RWSII (Building), RWSI (BS), RWSII (BS), RFOII, RACO, RACO(LR), RCA, RPSII, Resident Artisan, Resident Chainman, Resident Laboratory Assistant	R5
Government Staff posted to the Consultant by the Employer under Section 4.11 of the RSS Management Handbook	SA, SSE, SBSE, SLA, SQS	R8
	A, SE, BSE, LA, QS, GE, PSM, CTO, SCOW, SBSI, PSO(Q), PTO	R9
	AA, ASE, AQS, COW, ACOW, SFO, SSO(Q), STO, SO(Q), TO, BSI, ABSI, CO, FOI, CEG, GEG, LSG, SEG	R10
	WSI (building), WSII (building), WSI (BS), WSII (BS), ACO, CA, PSII, TOT, FOII	R11

[Guidance Note: Add or delete ranks and/or collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

- (E) (i) There shall be no price adjustment to the RSS on-cost rates in Clause 10 of the Schedule of Fees until the first anniversary of the base date which is the due date for commencement of this Agreement. On the first and every subsequent anniversary (collectively referred to as “index update date”), a price adjustment factor equal to $(L - B)/B$ shall be calculated. The interim payments for RSS on-cost under Sub-clause (D) of this Clause to be invoiced on or after the latest index update date but before the next index update date shall be multiplied by this factor to determine the price adjustment amounts.

“B” referred to above is the monthly Consumer Price Index (C) of the base date and “L” is the monthly Consumer Price Index (C) of the latest index update date.

- (ii) “Consumer Price Index (C)” in this Clause shall mean the Consumer Price Index (C) (October 2019 - September 2020 based) compiled by the Census and Statistics Department, and published monthly in the Hong Kong Monthly Digest of Statistics, or, in the event that the Consumer Price Index (C) ceases to be compiled, such other Index as is, in the opinion of the Development Bureau (Works Branch) or equivalent, substantially equivalent.
- (F) The Consultant shall prepare monthly forecasts of the estimated expenditure on reimbursement for such part of the Services in relation to recruitment, employment and management of RSS, which will have been paid by the Consultant before the end of the following calendar month in accordance with Sub-clause (C) of this Clause and associated RSS on-cost in accordance with Sub-clauses (D) and (E) of this Clause. Within the first five working days of each calendar month, the Consultant shall submit the forecast and application for payment for such reimbursement and RSS on-cost one calendar month in advance to the Director’s Representative if appropriate. An explanation of the changes made since the previous forecast is submitted with each forecast. The Consultant shall correct any incorrectly estimated amount of reimbursement and RSS on-cost in a later application for payment but no interest will be paid on the difference between the incorrectly estimated amount and the correct amount. Applications for payment shall be processed in accordance with Clause 31 of the General Conditions of Employment.

A reason for withholding processing of any application for reimbursement and RSS on-cost is that more information is needed in order to assess the Consultant’s submissions fully. A reason for disapproval of any application for reimbursement and RSS on-cost is that the Consultant’s submission does not comply with Clauses SCE 25 or SCE 26 of these Special Conditions of Employment or the service provided by the Consultant does not comply with the Brief where appropriate.

- (G) The Consultant shall keep and submit the following records to the Director's Representative in each payment application for the estimated expenditure on reimbursement and RSS on-cost in the following calendar month pursuant to Sub-clause (F) of this Clause:
- estimates and accounts of payments of such reimbursement and RSS on-cost;
 - proof that the payments have been made for the last payment application; and
 - other declarations and records as required in this Clause and the Brief.

Employer's
Right to
Terminate in the
Interest of
National
Security

SCE27

- (1) General Conditions of Employment Clause 41 sub-clause (1) is amended by inserting "Subject to sub-clause (1A) of this Clause, this" and deleting the word "This" at the beginning of the subclause.
- (2) Add the following sub-clause (1A) after sub-clause (1) of the General Conditions of Employment Clause 41:

(1A) Notwithstanding anything to the contrary in this Agreement, the Employer may immediately terminate the Agreement on the grounds that the Consultant has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, or the continued engagement of the Consultant or the continued performance of the Agreement is contrary to the interest of national security.

- (3) General Conditions of Employment Clause 41 sub-clause (4) is deleted and replaced by the following:

"The payments referred to in sub-clauses (2) and (3) of this Clause shall be deemed in full and final payment for the Services up to the date of suspension or termination. The Employer shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Consultant arising out of or in relation to the suspension or termination."

**Sample Statement to be Signed by Resident Site Staff
Signifying Consent for the Consultant to Disclose Poor Performance
Records to the Government and the Housing Authority**

[OR]

[Guidance Note: If deployment of RSS is not required.]

Not used

To : (the Consultant) (“the Company”)

I understand that for the purpose of ensuring the quality of site supervision of public works/housing projects, the Company shall prepare and collect poor performance records whether due to sub-standard work, poor integrity or matters of conduct (hereinafter referred to as Poor Performance Records) of the Resident Site Staff and disclose the Poor Performance Records to Government policy bureaux and departments and for the Government policy bureaux and departments’ disclosure to the Housing Authority.

I hereby consent to the Company’s disclosure of my personal data including name, date of birth, identity card (or passport) number, and all Poor Performance Records to Government policy bureaux and departments and for the Government policy bureaux and departments’ disclosure to the Housing Authority in case this employment contract, or where appropriate any supplemental agreement thereto entered into before deployment, is terminated on the basis of poor performance whether due to sub-standard work, poor integrity or matters of conduct as assessed by the Company.

Name (of Resident Site Staff) : _____

Identity Card/Passport No. : _____

Signature : _____

Date : _____

Sample Declaration of Convictions for Offences and Information on Termination of Resident Site Staff Employment Contract

[OR]

[Guidance Note: If deployment of RSS is not required.]

Not used

To: (the Consultant) (“the Company”)

In consideration of your processing my application for the post of Resident Site Staff:

I hereby declare that I have not been convicted of any offence(s)[@] for the period _____ to _____* / I have been convicted of an offence(s)[@] for the period _____ to _____*#, details are as follows:

Offence [@]	Date of Conviction	Details

I hereby further declare that I have not been terminated for employment as a Resident Site Staff for the period _____ to _____* by any company, corporation or partnership / I have been terminated for employment as a Resident Site Staff for the period _____ to _____*# by a company, corporation or partnership, details are as follows :

Reason(s) for Termination	Date of Termination	Name/Address of Employer	Details

I hereby declare that the information contained in this declaration is true, accurate and complete to the best of my knowledge. I understand that if any information is untrue, inaccurate or incomplete, I may be subject to criminal investigation and prosecution, and the Company may terminate my deployment as Resident Site Staff.

I understand that for the purpose of ensuring the quality of site supervision of public works projects, the above information will be disclosed by the Company to Government policy bureaux and departments.

Annex 2 to SCE Clause No. 4

I hereby consent to the Company's disclosure of my personal data including my name, date of birth, identity card (or passport) number, and all of the above information to Government policy bureaux and departments to enable them to assess my eligibility for the post of Resident Site Staff.

Name (of Resident Site Staff) : _____
 Identity Card/Passport Number : _____
 Signature : _____
 Date : _____

Notes

- @** *The declaration of conviction records covers conviction for offences under the Prevention of Bribery Ordinance (Cap 201) and the Theft Ordinance (Cap 210), the offence of conspiracy to defraud, and the offence of misconduct in public office.*
- #** *Delete whichever is inappropriate*
- *** *The period shall cover 36 months immediately before the Date of Declaration.*

**Sample Declaration Form by Consultant
on Compliance with the Conflict of Interest Avoidance
and Debarring Requirements**

(This form is to be submitted by the Consultant upon commencement of the Services)

[Refer to Technical Reference No. 13 at Appendix 36 for background information.]

(ETWB TC(W) No. 18/2005 has been subsumed under this Annex which should only be updated by Works Branch of Development Bureau.)

To: Director's Representative

Agreement No.:

Title:

In accordance with SCE Clause 13, we confirm and declare that we have complied with the provisions stated therein. We further confirm and declare that we have taken action to ensure that our associated companies, associates or associated persons, sub-consultants, employees and agents are aware of the provisions therein stipulated including the following:

- (a) our associated companies, associates or associated persons or any of our sub-consultants shall not, during the term of this Agreement and for [6] months thereafter, undertake any services, tasks or jobs or do anything whatsoever for or on behalf of third party (other than in the proper performance of this Agreement), which touches, concerns or affects the Services or which may reasonably be seen to touch, concern or affect the Services, except with the prior written approval of the Director's Representative;
- (b) our associated companies, associates or associated persons, and any of our sub-consultants shall not,
 - (i) undertake or compete for the role of a contractor or supplier or otherwise be involved as a shareholder of the contractor or supplier, in a subsequent procurement of any services and/or goods arising out of or relating to this Agreement;
 - (ii) undertake any services for a contractor (including acting as a sub-contractor) or supplier in respect of a contract between that contractor or supplier and the Employer for which we are providing a service arising out of or relating to this Agreement;
 - (iii) undertake any services for, including without limitation provision of advice to, a bidder bidding for a contract arising out of or relating to this Agreement,

except with the prior written approval of the Employer;

- (c) we are under an obligation to render advice or recommendations pursuant to this Agreement to the Employer on an impartial basis without giving favour to any particular product, services or equipment in which we have a commercial interest. We also have an obligation to notify the Employer immediately and in writing and keep the Employer notified of any actual, apparent, potential or perceived conflict we or our associated companies, associates or associated persons or any of our sub-consultants may have in, or any association or connection we or the aforesaid persons may have with, any of the services, products or equipment proposed or recommended by us under this Agreement. Each and every one of our directors, employees, agents and sub-consultants who are involved in this Agreement have given a binding undertaking to observe the aforesaid;
- (d) our directors, employees, agents and sub-consultants who are involved in the Agreement are required to declare in writing to us and keep us informed regularly any actual, apparent, or potential or perceived conflict between their personal/financial interests and their duties in connection with this Agreement, including all or any facts which may reasonably be considered to give rise to a situation which the financial interests of such persons, conflict or compete, or may conflict or compete, with our duties to the Employer under this Agreement. In the event that such conflict is disclosed in a declaration, we are under an obligation to forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed; and
- (e) our directors and employees who are involved in the Agreement are prohibited from engaging in any work or employment other than in the performance of this Agreement, with or without remuneration, which could create or potentially give rise to any actual, apparent, potential or perceived conflict between their personal/financial interests and their duties in connection with the Agreement. Our agents and sub-consultants are required to impose similar restriction on their directors and employees by way of a contractual provision.

(Name of the Consultant)

(Name of the Signatory)

(Position of the Signatory)

(Date)

**Declaration Form by Consultant
on Compliance with the Ethical Commitments Requirements**

(This form is to be submitted by the Consultant upon commencement of the Services)

To: Director's Representative

Agreement No.:

Title:

In accordance with the Special Conditions of Employment Clause SCE 14:

(1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-consultants are aware of the following provisions:

- (a) Prohibiting our directors, employees, agents and sub-consultants who are involved in this Agreement from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Agreement;
- (b) Taking all measures as necessary to protect any confidential/ privileged information or data entrusted to us by or on behalf of the Employer, or any such or similar information generated or produced by us pursuant to this Agreement, from being divulged to a third party other than those allowed in this Agreement.

(2) We further confirm that we have ensured that our accountants, insurers and legal advisers are aware of the provisions requiring us taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Employer, or any such or similar information generated or produced by us pursuant to this Agreement, from being divulged to a third party other than those allowed in this Agreement.

(Name of the Consultant)

(Name of the Signatory)

(Position of the Signatory)

(Date)

Refer to Appendix 10 of the AACSB Handbook for the Standard Schedule of Fees.

Refer to Appendix 9 of the AACSB Handbook for the Typical Format of Brief.

Items to include on Consultants Meeting Agenda

- Action items. Should have target dates and reminders to be noted if not completed. i.e. reminder one, reminder two etc.
- Progress of action items monitored against overall programme in meeting targets and objectives. Can use % complete if required.
- Use the consultants reporting system headings to check against input in resources, organisations, management etc. Comment at the meeting if something needs improvement and then monitor thereafter. Follow up as necessary.
- Any referral items requiring action can be listed.

CONSULTANT CHECKLIST WORKSTAGE 2 (Assumes Workstage 1 in house by ArchSD)

Process : Clear and concise timely information exchange including monthly review meetings for monitoring and recording all aspects throughout all workstages.

I = Information, normally no comment required

R = Referral, little comment expected but check

A = Approval, must be checked and replied to

KEY ACTIONS OF THE CONSULTANT	LEVEL	ARCHSD ROLES
Review all Workstage 1 information including site conditions and constraints; old and valuable trees (OVT), revisit S of A and operational requirements to clarify with PM/Client.	I	PM to conduct all departmental liaison to confirm all agreements and major clarifications with the client. PM to assist client with room data sheet preparation.
Review design and tender programme submit with constraints, critical milestones and risk assessment for regular ArchSD monitoring. Update as required.	R	Assess and monitor consultant progress with % completion on critical aspects. PM to consider project risks and assess.
Check and Review Professional Indemnity Insurance.	I	Ensure valid policy for Professional Indemnity Insurance.
Review resources plan and input level.	I	Ensure consultants provide resources as per agreement and adequate to meet deliverables and services.
Review and finalise environmental performance criteria.	I	Check to see if in alignment with ArchSD and client objectives.
Assess and advise if specialist consultants are required.	I	If required, agree scope and confirm.
Prepare outline proposals and sketch design including options and recommended contract strategy. Review project estimate	A	Ensure in line with assignment and client requirements. Confirm with PD contract strategy and advise consultant.
Prepare and present PQDVC submission	A	Ensure pre-vetting completed and arrange PQDVC meeting and subsequent approval.
Seek written approval to proceed to Workstage 3	A	Issue approval to proceed to Workstage 3.
Prepare and present to the Client and subsequently District Council if required.	A	Arrange Client presentation and acceptance. Arrange District Council presentation if required.
Attend monthly review meetings to report on progress	R	Report monthly on consultants performance noting % complete, performance on key aspects at monthly meetings. Carefully check and process fee payments.
Seek PM approval of any change of scope or perceived additional work including estimate for which a fee may be required in advance of any work being carried out. (applies to all workstages).	A	Review request, check funding as appropriate, seek all approvals, check AACSB requirements with TS/1 etc. Confirm in writing before any work commence (applies to all workstages).

CONSULTANT CHECKLIST**WORKSTAGE 3**

Process : Clear and concise timely information exchange including monthly review meetings for monitoring and recording all aspects throughout all workstages.

I = Information, normally no comment required R = Referral, little comment expected but check

A = Approval, must be checked and replied to

KEY CONSULTANTS ACTIONS	LEVEL	ARCHSD ROLES
Review design/tender programme, critical milestones and risk assessment for regular ArchSD monitoring.	R	Assess and monitor consultant progress with % completion or critical aspects. Check risk assessment.
Review resources plan and input level	R	Ensure consultants provide resources as per agreement and adequate to meet deliverables and services.
Review information relating to final and detail design requirements and prepare layouts for comment	R	Assess as required and ensure developed design and details are generally in compliance with the clients operational requirements. S of A, room data sheet etc
Ensure statutory compliance on critical items i.e. means of escape, fire, safety, etc and obtain SCCU and all other approvals.	R	Check progress of submissions and success of approvals against target programme dates.
Prepare co-ordinated key layouts for all disciplines according to approvals from all statutory authorities and environmental targets, including tree felling/transplants etc.	I	Assess and assist with client input as required, check compliance with environmental targets.
Control project budget and review detailed estimate	I	Review overall project estimate, comment if necessary.
Prepare and present PQDVC submission	A	Ensure pre-vetting completed and arrange PQDVC meeting and subsequent approval.
Seek written approval to proceed to Workstage 4	A	Issue approval to proceed to Workstage 4.
Provide all information for PWSC and FC submission. Answer queries as requested.	R	Check information and ensure submissions sent on time. Confirm approvals to all parties.
Prepare and present to the Client and subsequently to District Council if required.	A	Arrange Client presentation and acceptance. Arrange District Council presentation if required.
Attend monthly review meetings to report on progress.	R	Report monthly on consultants performance noting % complete, performance on key aspects at monthly meetings. Carefully check and process fee payments.

CONSULTANT CHECKLIST**WORKSTAGE 4**

Process : Clear and concise timely information exchange including monthly review meetings for monitoring and recording all aspects throughout all workstages.

I = Information, normally no comment required R = Referral, little comment expected but check

A = Approval, must be checked and replied to

KEY CONSULTANTS ACTIONS	LEVEL	ARCHSD ROLES
Review consultant programme and draft construction programme with critical milestones. Review risk assessment	R	Assess and monitor consultants progress with % completion against key indicators/milestone and work achieved. Check risk assessment.
Review resources plan and input level.	I	Ensure consultants provide resources as per agreement and adequate to meet deliverables.
Obtain all final statutory approvals, FS, plumbing, drainage, WSD, SCCU etc.	I	Check all statutory approvals obtained.
Prepare and provide all information for tender documentation.	I	Check general compliance with client requirements, room data sheets, ArchSD operational, technical manuals, instructions and compliance with quality and environmental targets.
Prepare updated detail budget	I	Review overall project estimate and comment as required.
Prepare and present PQDVC submission to AD/QS obtain written approval to proceed to tender.	A	Submit to PQDVC (i.e.)AD(QS) and issue approval to proceed to tender.
Provide all information for the tendering process and tender the projects including the press release, tender queries, tender report and recommendation, technical checks etc.	R	Ensure that the Surveyor has all the information necessary at the appropriate time to process tender, check and submit to the Tender Board for subsequent approval.
Check estimates against tender sum and confirm acceptable.	A	Assess the project contingencies against the tender sum and expected final cost.
Prepare information for award of contract	I	To be checked by the surveyor.
Issue the Supervising Officer's delegation letter	I	Check issued and correct.
Arrange for contract signing	I	Ensure all parties involved are invited.
Attend monthly review meetings to report on progress	R	Report monthly on consultants performance noting % complete, performance on key aspects at monthly meetings. Carefully check and process fee payments.

CONSULTANT CHECKLIST**WORKSTAGE 5**

Process : Clear and concise timely information exchange including monthly review meetings for monitoring and recording all aspects throughout all workstages.

I = Information, normally no comment required R = Referral, little comment expected but check

A = Approval, must be checked and replied to

KEY CONSULTANTS ACTIONS	LEVEL	ARCHSD ROLES
Monitor and report to ArchSD on contractors progress, resources, payments and performance.	R	Follow key items and action if inadequacies are noted. Report monthly on contractors performance.
Ensure contract administration is timely and accurate including shop drawing approvals, queries, issues of SI's less than 0.3m, warning letters, EOT assessment total less than 25% of contract period etc.	R	Ensure consultants meet targets set at meetings including clarifications, actions checking, issue of information etc.
Check and accept, materials, workmanship, mock ups etc ensuring compliance with documentation and intent.	R	Check conformity to operational, technical, manuals and ArchSD Instructions. Check quality of work and environmental requirements.
Prepare detailed information on revisions, which have cost and/or time implications, and recommend, i.e. variation orders more than 0.3m, claims, EOT assessment once exceeding 25% of contract period total and other important certification, notices etc.	A	Confirm issue of instructions over \$0.3M. Monitor contingency expenditure. Ensure key documentation is in order and issued on time with necessary approvals.
Provide information and justification if increase in contract sum required.	A	If required, prepare information for increase in contract sum including PWSC paper if increase in APE required.
Assess site supervisory staff performance	I	Check Site Supervisory Staff input and resources are adequate. Check carefully fee payments.
Attend site inspections and meetings, inspect works as necessary to ensure required quality obtained before certifying completion with adequate covering documentation.	I	Assess Consultants resources input are adequate, ensure completion cert, defects lists, outstanding works with key dates for completion, etc are all documented and meet ArchSD targets.
Prepare and certify contract payments.	A	Obtain signatures for payments.
Advise PM for date of pre-handover and final handover to client, maintenance parties and record events.	I	Arrange pre-handover inspections and final handover meetings with Client and maintenance agents.
Issue completion certificate	R	Check in compliance with required time frames.
Attend monthly review meetings to report on progress. Submit fee payments.	R	Report monthly on consultants performance noting % complete and performance on key aspects at monthly meetings. Carefully check and process fee payments.
Advise if any new late client requests occur and the appropriate contact strategy i.e. SI, separate quotation or minor works term contract.	A	Check within scope, funding availability and determine best contract strategy, check costs and seek necessary approvals before implementation. Check programme implications. Advise client of consequences.
Monitor and report to ArchSD with a summary showing the completeness and timely submission of the Request for Inspection of Works (RFI) (Form No. D/COW.006 and D/BSI.006) with the endorsement from the consultant at principal level.	R	Check the completeness and timely submission of the RFI.

CONSULTANT CHECKLIST**WORKSTAGE 6**

Process : Clear and concise timely information exchange including monthly review meetings for monitoring and recording all aspects throughout all workstages.

I = Information, normally no comment required R = Referral, little comment expected but check

A = Approval, must be checked and replied to

KEY CONSULTANTS ACTIONS	LEVEL	ARCHSD ROLES
Monitor and report to ArchSD on contractors progress, resources, payments and performance.	R	Follow key items and action if inadequacies are noted. Report quarterly on contractors performance.
Check outstanding and defects work lists, completion and against programme target dates provided.	R	Monitor key dates are met and action completed. Liaise with clients to avoid complaints.
Check and approve as-built drawings, spare materials and other relevant documents and arrange handover to maintenance agents.	I	Monitor key dates are met and action completed properly.
Arrange final inspection, record information before expiry of maintenance period, issue final list of items.	R	Final inspections completed. Confirm and action taken on final lists.
Issue maintenance certificate within approved period.	I	Monitor issue within required time frame.
Arrange for all information required for final account settlement.	R	Monitor final account settlement within required time frame.
Attend periodical review meetings to report on progress.	R	Report on consultants performance noting % complete and performance on key aspects. Carefully check and process fee payments including final fee wrap up.

Letter for Extension of Validity Period of Technical and Fee Proposals

RESTRICTED (CONTRACT)

(Consultant).....

(Address).....

Dear Sirs,

Agreement No.:

Title:

I should be grateful if you would confirm that you agree to abide by your Technical and Fee Proposals for the captioned proposed consultancy agreement for an extended period of ____ days in addition to the ____ days period stipulated in the Invitation Letter, by signing and returning the enclosed letter.

Please note that this letter should not be construed as either an acceptance or a rejection of your Technical and Fee Proposals. All consultancy proposals are still under consideration and the Government of the Hong Kong Special Administrative Region does not bind itself to accept either the lowest or any proposal.

Thank you for your co-operation.

Yours faithfully,

.....

()

for Director of Architectural Services

Encl.

Consultant's Letter Confirming Agreement to Extension of Validity Period for Technical and Fee Proposals

(Head of Department)

(Address).....

(Attn. _____)

Dear Sirs,

Agreement No.:

Title:

In consideration of your agreeing to continue to consider my Technical and Fee Proposals for the captioned proposed Agreement after the expiry of the validity period of my Technical and Fee Proposals on *[insert the expiry date of the original validity period]*, I agree to and hereby extend the validity period of my Technical and Fee Proposals for the captioned proposed Agreement from ____ * days to ____ * days. The validity period will therefore expire on _____ (Date). I agree to abide by my Technical and Fee Proposals until that date and it may be accepted at any time until that date.

Yours faithfully,

.....

(Authorized Signature)

.....

(Name of Consultant)

* number to be inserted in accordance with those mentioned at the Letter for Extension of Validity Period of Technical and Fee Proposals

RESTRICTED (CONTRACT)

ARCHITECTURAL SERVICES DEPARTMENT SUB-CONSULTANT'S PERFORMANCE REPORT Interim Report for Quarter ending _____ / Final Report *

Part I - Summary of Performance

A. Details of Agreement

Lead Consultancy Agreement No.: _____

Lead Consultancy Agreement Title: _____

Category of Sub-consultancy: _____

Lead Consultant's name: _____

Sub-Consultant's name: _____

B. Lead Consultancy Duration and Stage

Commencement date : _____

Original completion date: _____ (for the whole assignment)

Anticipated/Actual * completion date: _____

Stage of work (for Interim Report):

☐ Workstage 1/2

☐ Workstage 3/4

☐ Workstage 5/6

C. Overall Performance (Refer to Part II of the Report)

☐ AC: Acceptable

☐ U: Unacceptable

☐ NA: Not Applicable

This Sub-consultant's Performance Report is **NOT ADVERSE / ADVERSE *** (The report shall be "adverse" if the overall performance is "Unacceptable")

(For Interim Report)

* This Sub-consultant's Performance Report is / is not* a CONSECUTIVE ADVERSE REPORT under the Assignment.

* This Sub-consultant's Performance Report is the _____ # ADVERSE REPORT under the Assignment. (# the numbering of this adverse report)

* Delete as inapplicable

RESTRICTED (CONTRACT)

ARCHITECTURAL SERVICES DEPARTMENT SUB-CONSULTANT'S PERFORMANCE REPORT Interim Report for Quarter ending _____ / Final Report *

D. Remarks by Reporting Officer (at a rank of senior professional or above):

Is the Sub-consultant technically competent? (must tick either one as appropriate) ☐ Yes
☐ No

If the performance of the Sub-consultant is in any respect "Unacceptable", please indicate what actions have been taken to draw the Sub-consultant's attention to their shortcomings and the consultant's responses, if any:

Reported by :

(_____)

Date.....

Title.....

E. Countersigning by Director's Representative:

Supplementary comments, if any:

(_____)

Date.....

Director's Representative

Title.....

F. Endorsement by the Consultants Review Committee [CRC]:

Supplementary comments, if any:

(_____)

Date.....

Chairman, Consultants Review Committee

Title

RESTRICTED (CONTRACT)

ARCHITECTURAL SERVICES DEPARTMENT SUB-CONSULTANT'S PERFORMANCE REPORT Interim Report for Quarter ending _____ / Final Report *

Part II – Detailed Assessment of Performance

Item	Aspects of Performance	AC	U	NA
1.	<u>Workstage 1/2</u>			
1.1	<i>Quality of recommendation</i>			
1.2	Methodology and analysis			
1.3	Consideration of alternatives and innovative ideas			
1.4	Collection and appreciation of background information			
1.5	Risk analysis			
1.6	Quality of report			
1.7	Adoption of Building Information Modelling			
2.	<u>Workstage 3/4</u>			
2.1	<i>Design solutions</i>			
2.2	Quality of contract documents/drawings			
2.3	Collection and interpretation of information			
2.4	Tender assessment			
2.5	Approach to cost effectiveness			
2.6	Adoption of Building Information Modelling			
3.	<u>Workstage 5/6</u>			
3.1	<i>Supervision of contractors</i>			
3.2	Administration of contracts			
3.3	Recruitment, supervision and administration of site staff			
3.4	Financial control of contracts			
3.5	Certification of interim payments/final accounts			
3.6	Handling of contractors' claim			
3.7	Provision of record drawings/manuals/other records			
3.8	Provision of design input			
3.9	Adoption of Building Information Modelling			
Overall Performance:				

RESTRICTED (CONTRACT)

ARCHITECTURAL SERVICES DEPARTMENT SUB-CONSULTANT'S PERFORMANCE REPORT Interim Report for Quarter ending _____ / Final Report *

General Notes:

1. *Refer to the ArchSD Guidance Notes for Completion of Sub-consultants' Performance Report.*
2. *Mark appropriate box of performance (i.e. AC for acceptable, U for unacceptable) for each applicable item with "x". Put "x" in the NA column for inapplicable items.*
3. *An "Unacceptable" rating in any of Critical Assessment Items (i.e. item 1.1, 2.1 and 3.1) will render the overall performance "Unacceptable". Furthermore, if it is considered by the DR that the unsatisfactory performance of a particular aspect of performance has critically affected the overall performance of the sub-consultant, the report should be rated as unacceptable, in which case detailed justification should be provided in Section D in Part I of the report .*
4. *All parts of the Sub-Consultant's Performance Report shall be copied to the lead consultant as well as the above sub-consultant after the endorsement of the report by CRC.*

ARCHITECTURAL SERVICES DEPARTMENT**Guidance Notes for
Completion of Sub-consultants' Performance Reports****1. General**

- 1.1 Sub-consultants' performance reports should be completed with accurate and concise information, highlighting the Sub-consultants' strengths and weaknesses. The performance assessment of Sub-consultants in a consultancy agreement will be done by means of Interim Reports, a Final Report, and in exceptional circumstances, Special Reports using the same report form. These notes serve to provide guidelines in completing the Sub-consultants' performance reports.
- 1.2 The Director's Representative [DR] shall designate DR's Delegate to closely monitor the performance of the respective Sub-consultant. The DR's Delegate shall assist the Reporting Officer in preparing and submitting Sub-consultants' performance reports if the DR's Delegate is not the Reporting Officer. It is essential that the Reporting Officer should liaise closely with the lead consultant as well as the DR in monitoring, assessing, and reporting the performance of individual Sub-consultants.
- 1.3 In the event that the Sub-consultant's performance report would be rated as "Technically Incompetent", the Reporting Officer should, prior to issue such report to the Sub-consultant, seek advice from the relevant functional Chief or Head of Grade for confirming or clarifying any technical issues that are related to the assessment of the sub-consultant's performance.

2. Interim Report

- 2.1 Interim Reports shall be completed for quarters ending March/June/September/ December. The report consists of two parts: Part I - Summary of Performance and Part II - Detailed Assessment of Performance which is focused on the aspects of performance specific to an individual stage of the assignment. The Reporting Officer shall complete sections on all applicable stages relevant to the consultancy agreement.
- 2.2 An Interim Report is required irrespective of whether the reporting period, during which the lead consultancy assignment is in progress, covers the entire quarter. For example, if an agreement was completed in February, an Interim Report shall still be submitted for reporting the Sub-consultant's performance in January and February, together with a separate Final Report as described in paragraph 3 below.

- 2.3 An Interim Report should also be submitted even if no detailed assessment could be made due to various reasons, such as no appreciable activity being carried out by the Sub-consultant (e.g. the works contract is in the maintenance period and the Sub-consultant's significant input is no longer required, study is substantially completed, the remaining Stage/Phase does not proceed), or the assignment being suspended during the reporting quarter. To facilitate easy and quick logging of such "no activity" or "no assessment" reports, the assessment aspects in Part II of the report are set by default as "NA". The Reporting Officer should include, in Section F of the report, a concise reason for submitting such a "no activity" or "no assessment" report e.g. consultancy under suspension. Notwithstanding the above, if a Sub-consultant does not perform satisfactorily even when the required input is not significant, the procuring department should submit an interim report with proper assessment to reflect the poor performance.

2.4 Part I - Summary of Performance

2.4.1 Section A – Details of Agreement

The lead consultancy agreement nos. and title should be the same as which appears in the Memorandum of Agreement.

2.4.2 Section B – Lead Consultancy Duration and Stage

Stage of work	It refers to the stage of work to which the Interim Report applies. More than one stage may exist in the same reporting period.
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Anticipated/Actual completion	The anticipated completion date should be the latest forecast of the likely completion date based on an assessment of the actual progress and anticipated progress on uncompleted services for the whole assignment. The actual completion date will be the date by which the DR is satisfied that the lead consultant has completed all necessary services under the agreement.
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2.4.3 Section C – Overall Performance

- (a) An "Unacceptable" grading in any of the critical items will render the overall performance "Unacceptable", and hence an adverse report. (see General Notes No. 3 in Part II of the report form)
- (b) If it is considered by the DR that the unsatisfactory performance of a particular aspect of performance has critically affected the overall performance of the Sub-consultant, the report on the Sub-consultants' performance should also be rated as unacceptable, in which case detailed justification should be provided.
- (c) If no assessment was made on any aspects in Part II of the report, the overall performance will be taken as "NA".

2.4.4 Section D – Remarks by Reporting Officer

The Reporting Officer shall be an officer of a rank of senior professional or above. He/she should provide general comments on the Sub-consultant's performance in the reporting period. Elaboration should also be given for any aspects graded as "Acceptable" or "Unacceptable". In case of an adverse report, reasons shall be given to substantiate the assessment.

2.4.5 Section E – Countersigning by Director's Representative

The Director's Representative shall review the assessment made by the Reporting Officer and satisfy himself/herself that the assessment is substantiated with evidence, particularly in the case of an adverse report. The DR shall provide supplementary comments in this Section of the sub-consultant's performance report for review by CRC in case of an adverse report.

2.4.6 Section F – Endorsement by the Consultants Review Committee [CRC]

The report should be reviewed and endorsed by the departmental CRC.

2.4.7 In order to ensure transparency of the report system, all parts of the Sub-consultant's Performance Report shall be copied to the lead consultant as well as the respective Sub-consultant after the endorsement of the Sub-consultants' report by CRC.

2.5 Assessment System

2.5.1 There are two alternative grading for individual performance aspect and their meaning are as follows: -

Ac (Acceptable)	denotes a level of service that is acceptable for the satisfactory delivery of the project.
U (Unacceptable)	denotes that there have been definite deficiencies resulting in poor level of service which is not acceptable.

2.5.2 Some assessment items may not be applicable. The Reporting Officer could mark such item(s) "NA" in the report (Part II).

2.5.3 Stage Assessment

- (a) The Reporting Officer should complete his/her assessment under the appropriate stage(s) of the performance report form according to the actual services provided by the Sub-consultant during the reporting period.
- (b) For a consultancy agreement with a number of projects proceeding at different stages during the same reporting period, the Reporting Officer should consolidate the performance assessment in each stage by taking all projects in that stage as a whole for consideration. The Report Officer may need to consider the weight of individual project and balance the strength and shortcoming for all packages/contracts under the same consultancy and produce the report for submission.

2.6 Guidance Notes for Part II – Detailed Assessment of Performance

The following guidance notes are provided to facilitate the assessment of individual aspect in Part II. Items with asterisk (*) are “**critical assessment items**”. An "Unacceptable" grading in any of these critical items will result in an "Unacceptable" grading for the overall performance.

2.6.1 Workstage 1/2

(a) **Quality of recommendation (*)**

Has the Sub-consultant shown proper judgment and constructive thought in putting forward the final recommendation?

Have the merits and usefulness of the final recommendation weighed favourably against its cost and risk?

Has the Sub-consultant assessed the likely risks and impacts involved in the recommendation and advise the client in advance and proposed mitigations where applicable?

(b) **Methodology and analysis**

Has the methodology adopted by the Sub-consultant been appropriate for the task and in accordance with established standards?

Has the Sub-consultant taken into consideration sufficient relevant factors in his analysis?

(c) **Consideration of alternatives and innovative ideas**

Has the Sub-consultant been comprehensive, creative and imaginative in looking for possible alternative solutions and innovative ideas?

Have the merits of the solutions been balanced thoroughly against their costs, risks and impacts (including environmental, drainage, traffic etc.) on the public or others?

(d) **Collection and appreciation of background information**

Has the Sub-consultant conducted comprehensive research into relevant background and has he taken due account of the information collected?

Have sufficient surveys and investigations been carried out?

Is the Sub-consultant familiar with the relevant social and economic background of the situation?

(e) **Risk analysis**

Have all risks items related to the assignment been fully identified and analysed, and been thoroughly discussed and reviewed with other members of the project team including the lead consultant, other Sub-consultants, DR and client?

Have the risk levels assumed in the analysis been examined by the Sub-consultant to be reasonable in comparison with other similar projects?

(f) **Quality of report**

Has the Sub-consultant presented his report clearly, concisely, convincingly and with sufficient details to support the recommendations?

Has the Sub-consultant been taken due consideration when preparing those reports that need to be presented to laymen for public consultation purpose?

For reports that need to be translated into Chinese, is the translation of good quality and free of error?

Are the drawings, plans and figures presented in the report legible, appealing to the readers and allowing the readers to visualize conceptual schemes proposed?

(g) Adoption of Building Information Modelling (BIM)

Has the applicability and functionality of BIM model met the project requirements (e.g. facilitates project planning and decision making)?

Has the BIM model contained sufficient details with accuracy and is optimal for project coordination effectively?

Has the BIM model been developed / updated in a timely manner that reflects the actual project progress?

2.6.2 Workstage 3/4

(a) Design solutions (*)

Have the Sub-consultant's design solutions been functional, technically sound, practical, value for money and compliant with the design criteria?

Has the Sub-consultant drawn the client's attention to relevant new tests for the works?

Have the design solutions met the requirements in the design brief?

Have the design solutions complied with the relevant statutory requirements?

Are the design solutions environmentally friendly, e.g. avoiding use of materials harmful to the environment; minimising land intake in environmentally sensitive areas; scheme that optimise balanced cut and fill; scheme good in energy conservation and in compatible with the surrounding environment or better still proposing solutions that could enhance the affected environment?

Has the Sub-consultant taken care of various impacts including environmental, drainage, traffic etc. of the works in his design and allow adequate and effective mitigations where required?

Has the Sub-consultant given due consideration to the durability aspect in the design, and balancing it against other constraints of the project?

Has the Sub-consultant applied the principle of “Design for Safety” effectively so that the safety hazard and risk involved in the construction and maintenance of the works is not out of proportion to the function of the works?

Has the Sub-consultant give other design considerations, e.g. fast-tracking of works programme, circulation efficiency, aesthetics, mechanisation, maintainability, prefabrication and other productivity enhancements?

Although it may not be always feasible to bring in major innovative schemes at the detailed design stage, in particular for civil engineering projects, has the Sub-consultant been creative and brought in, or drawn clients' attention to, innovative ideas in the design of individual elements where possible to enhance the quality of the works?

Has the Sub-consultants' provided satisfactory quality of design in term of buildability, e.g. adoption of "3-S Principle", namely "Standardisation", "Simplification", "Single Integrated Elements", incorporation of project and asset life cycle management and coordination, ease of construction, etc.?

Has the Sub-consultants' devised effective means to (i) achieve the effectiveness and efficiency of site supervision, (ii) enhance site safety and (iii) attain a reasonable size of site supervision team in site supervision arraignment (where applicable) ?

(b) Quality of contract documents/drawings

Has the Sub-consultant considered different contract packaging arrangements and types of contract for the project and selected the one most suitable for the project?

Are the contract documents complete and adequate for the needs of the contract?

Have all the latest amendments, e.g. new materials and testing specifications been incorporated into the contract documents?

Have all the latest statutory requirements been incorporated into the drawings?

Has the Sub-consultant made effectively and punctually submission to the relevant authorities for statutory compliance checking?

Are the statutory submission documents / drawings prepared concisely, comprehensively and complete with all the required information, e.g. calculations, forms, applications for modifications / exemptions from the provisions of Buildings Ordinance, drawings properly signed and coloured etc.?

Have all the comments on the previous statutory submissions been carefully reviewed and incorporated in statutory re-submission drawings?
Are there repeated mistakes in the re-submissions?

Have the drawings been clear, uniform and comprehensive?

Have the contract documents/drawings been free from errors, e.g. quoting wrong or out-dated standards?

(c) **Collection and interpretation of information**

Has the Sub-consultant collected all relevant information and data, and interpreted the information correctly?

Have sufficient site surveys and investigations been carried out?

Has the Sub-consultant made good use of the information (e.g. design codes and design parameters etc.) for developing appropriate design criteria?

(d) **Tender assessment**

Has the Sub-consultant provided adequate technical support in facilitating a thorough tender assessment?

Has the Sub-consultant raised all the relevant factors for consideration in the tender assessment?

Are the recommendations made by the Sub-consultants to the lead consultant or client sound?

(e) **Approach to cost-effectiveness**

Has the Sub-consultant considered adequately the design options and selected a cost effective design that could be achieved under the prevailing constraints, such as political, traffic, and programme.

Does the selected design option add significant value to the project?

Has the Sub-consultant made due regard to the total cost over the project life to minimize optimally the operation and maintenance costs and requirements?

(f) **Adoption of Building Information Modelling (BIM)**

Has the applicability and functionality of BIM model met the project requirements (e.g. facilitates project planning and decision making)?

Has the BIM model contained sufficient details with accuracy and is optimal for project coordination effectively?

Has the BIM model been developed / updated in a timely manner that reflects the actual project progress?

2.6.3 Workstage 5/6

(a) **Supervision of contractors (*)**

Has the Sub-consultant adequately fulfilled his role as the Supervising Officer in supervision to check that the contractors have met their obligations and delivered the works to the requisite specifications and standards and taken prompt follow-up action if necessary?

Has the Sub-consultant checked that the contractors have constructed in accordance with the accepted drawings and taken prompt follow-up actions on any irregularities, procedures, or practices that are conducive to substandard works?

(b) **Administration of contracts**

For those construction activities that require submissions or prior approval by the relevant authorities before the commencement of works, have all the required drawings been submitted, checked, accepted or approved?

Has the Sub-consultant fulfilled his role as Authorised Person/Registered Structural Engineer/Registered Geotechnical Engineer in ensuring that the drawings are accepted by the relevant authorities, and notification of commencement of work served to the relevant authorities before commencement of work on site?

Has the Sub-consultant carried out the required tests and notified the relevant authorities for inspection of works like drainage works before covering up?

Upon completion of construction works, has the Sub-consultant certified that the construction works are completed in accordance with the accepted drawings by the relevant authorities and the required standard of structural stability and public health and applied timely to the relevant authorities for inspection of completed works?

Has the Sub-consultant promptly followed up the observations/comments made by the relevant authorities in the inspections of completed works?

Has the Sub-consultant carried out their duties in the administration of the contract thoroughly, impartially and in an effectively, punctually and professional manner, including keeping the clients well informed of progress and any unforeseen developments and milestone events?

(c) Recruitment, supervision and administration of site staff

Has the Sub-consultant proposed a reasonable set-up of resident site staff?

Has the Sub-consultant recruited the right staff at the right times and of the right numbers and in an open and fair manner?

Has the site supervision system been effective e.g. deployment of effective plans/means to deal with fluctuating workload?

Has the Sub-consultant monitored the performance of the site staff and rendered adequate support to them when necessary?

Has the Sub-consultant managed the site staff well?

Has the Sub-consultant demonstrated satisfactory supervision quality in ensuring resident site staff's performance in site supervision and contract administration; adopting smart site safety system, advanced technologies and contractors' self-certification mechanism as applicable?

(d) Financial control of contracts

Has the Sub-consultant been accurate and prompt in exercising financial control over the measurement and expenditure, and forecasting forthcoming expenditure and kept the lead consultant or the client abreast of the financial position of the contracts, including the likely cost of major variations, changes to works information, claims and compensation events?

Has the Sub-consultant promptly carried out valuation of any variation, changes to works information, claims and compensation events and updated the financial position in a punctual and effective manner?

(e) Certification of interim payments/final accounts

Has the Sub-consultant been accurate/ realistic and expeditious in the certification of interim payments/ final accounts, and/or the preparation and settlement of final accounts in respect of the relevant specialist sub-contractors' or main contractors' works?

(f) Handling of contractors' claims

Has the Sub-consultant kept the lead consultant/ client abreast of the relevant specialist sub-contractors' or main contractor's monetary and Extension of Time claims/ compensation events/ early warnings.

Has the Sub-consultant dealt with the relevant specialist sub-contractors' or main contractors' claims/ compensation events/ early warnings thoroughly, promptly and fairly, and taken into account all relevant circumstances?

(g) Provision of record drawings/manuals/other records

Has the Sub-consultant been efficient and timely in provision of the record drawings, BIM models, manuals and other records for the completion of the project?

Are the record drawings, BIM models, manuals and other records clear, adequate, comprehensive and free from errors?

Upon completion of construction works, has the Sub-consultant submitted the required forms, record drawings, certificates, e.g. Certificate of Accepted Building Materials and Products and Certificate from Director of Fire Services, to the relevant authorities for inspection of completed works?

(h) Provision of design input

Has the Sub-consultant provided necessary design input during construction stage, including review of design assumptions, revisions in designs, preparation of further design, checking of contractors' design, etc., in a timely and responsible manner, as well as apply the principle of "Design for Safety" effectively?

Has the Sub-consultant provided satisfactory quality of design input during construction stage?

Has any Sub-consultant's design issues been identified during construction stage that reflect the quality of design developed at design stage?

(i) Adoption of Building Information Modelling (BIM)

Has the applicability and functionality of BIM model met the project requirements (e.g. facilitates project planning and decision making)?

Has the BIM model contained sufficient details with accuracy and is optimal for project coordination effectively?

Has the BIM model been developed / updated in a timely manner that reflects the actual project progress?

3. **Final Report**

- 3.1 The Final Report is a summary of the Sub-consultant's overall performance on the completion of the assignment as a whole and serves as a general post-completion review of Sub-consultants' strength and shortcomings. Only Part I of the report is required to be completed and completion of Part II is not needed. The Final Report should normally be issued as soon as the Sub-consultants' services required under the agreement is substantially completed.

3.2 Assessment

The grading in Section C should be based on the overall assessment of performance over the duration of the agreement. The grading should be briefly elaborated in Section D.

In the remarks/comments' sections, the assessment officers should indicate whether they are satisfied with the Sub-consultant's performance, and highlight any specific qualities, strong points and/or major shortcomings with a view to enable the Sub-consultants to seek continuous improvements.

In assessing the overall performance, for a Sub-consultant whose performance has initially been unsatisfactory but subsequently improved sufficiently to complete the assignment, significance of issues and effect on the outcome should be taken into account in the assessment.

4. **Special Report**

- 4.1 In exceptional circumstances, e.g. upon identifying a major default of the Sub-consultant or any serious incident regarding adverse performance of the Sub-consultant in an assignment (*in most cases the incident concerned happened in a previous reporting period hence the need of a Special Report in addition to the quarterly Interim Report*), a Special Report on the performance of the Sub-consultant should be submitted. Completion of a Special Report shall be the same as an Interim Report. The CRC of the should consider if regulating action should be taken against the Sub-consultants by reference to paragraph 22 in Annex I of DEVB TC(W) No. 3/2016.
- 4.2 A Special Report may be submitted between the submission of the quarterly Interim Report and even after the submission of a Final Report, if warranted. The Special report should provide sufficient detail on the incident covered. In very exceptional cases, more than one Special Report can be lodged in a quarter if warranted.

Monitoring of Consultant's Professional Work by Adopting a Risk-based Approach

Methodology

1. Risk Analysis Matrix (Combined Score)

Consequence Probability (see Table A-1 & Table A-2)	Insignificant (1)	Minor (2)	Moderate (3)	Major (4)	Catastrophic (5)
Rare (1)	1 x 1 = 1	2	3	4	5
Unlikely (2)	2	4	6	8	10
Possible (3)	3	6	9	12	15
Likely (4)	4	8	12	16	20
Frequent (5)	5	10	15	20	25

Consequence	Score	Description
Insignificant	1	Negligible financial consequence
Minor	2	Minor financial consequence
Moderate	3	Moderate financial consequence
Major	4	Major financial consequence
Catastrophic	5	Huge financial consequence

Table A-1

Probability	Score	Description
Rare	1	May occur only in exceptional circumstances – can be assumed not to occur during period of the project
Unlikely	2	Event is unlikely to occur, but it is possible during period of the project
Possible	3	Event could occur during period of the project
Likely	4	Event likely to occur once or more during period of the project
Frequent	5	Event occurs many times during period of the project

Table A-2

2. Score / Level of Risk / Action table

Combined Score	Level of Risk	Action
1 to 3	Low Risk	None
4 to 9	Medium Risk	Face check
10 to 19	High Risk	Spot check
20 to 25	Extreme Risk	Full check

3. Level of checking by the DR's Delegate

Action	Level of checking by the DR's Delegate
None	No check
Face check	A broad but not detailed check (i.e. on its “face” – basically, if it looks right, it is right)
Spot check	A detailed check of specific areas or items selected by the DR (i.e. a narrow, but detailed check) carried out in addition to a Face check.
Full check	A complete, detailed check covering the whole of the Consultant's work in connection with the specific task.

Formula Approach for the Selection of Consultants for ArchSD Projects

1. Application

The following procedures for adoption of Formula Approach shall be applied to the selection of consultants under the purview of AACSB for ArchSD projects only.

2. Procedures of the Formula Approach

Step 1 The project team should propose and seek the endorsement of the respective ADs/PDs on whether “Conventional Approach” or “Formula Approach” is applicable (overall selection criteria at para. 3.3 refers). If “Formula Approach” is considered applicable, the respective ADs/PDs should also decide whether “Typical Formula Approach” or “Modified Formula Approach” should be adopted (Sample Memo at **Annex 1**). If the selected approach departs from the selection criteria as stipulated in Table 9 of para. 3.3, approval by AACSB should be sought.

Step 2 Establish the Assessment Panel that should decide the following issues before inviting the submission of technical and fee proposals from consultants:

- (a) the marking system and criteria for assessing consultant’s technical submissions (Table 1);

Assessment criteria	Marking System		
	Design-Focused Disciplines		Non-Design-Focused Disciplines
	Typical Formula Approach	Modified Formula Approach ^(Note 1)	
Past Performance	40%	30%	60%
Experience	35%	25%	20%
Staffing	25%	25%	20%
Qualitative Aspects	N/A	20%	N/A

Table 1

Note 1:

The Modified Formula Approach should be applied to Group 1 projects (buildings with high complexity) with low estimated project value (<\$150M). However, the respective ADs/PDs may adopt it for projects that require special design input e.g. projects with extensive landscaping works.

- (b) Technical : Consultancy Fee : Fee Quality Weighting (Table 2); and

Complexity of the Project	Technical : Consultancy Fee : Fee Quality Weighting
High	72% / 18% / 10%
Medium or Low	63% / 27% / 10%

Table 2

(Refer to para. 3.1 for complexity of the project)

- (c) whether the standard passing mark of the total technical score i.e. 50 is appropriate. Endorsement by ADs/PDs should be sought for those passing marks which are deviated from the standard passing mark of 50.

Step 3 Submission to the Consultants Appointments Panel [CAP] of ArchSD for approval before inviting technical and fee proposals

Seek CAP's approval on the selected approach, scope of project, non-standard requirements, marking system (sub-items), technical : consultancy fee : fee quality weighting, and other items similar to those relevant items included in the current Stage I Submission under the Conventional Approach (Form of Submission at **Annex 2**).

Step 4 Invitation of Technical and Fee Proposals (Invitation letter at **Annex 3**)

(For Typical Formula Approach)

Invite all eligible consultants to submit technical proposals (maximum 4 pages) that summarise their previous experience on similar projects and proposed core staff. Separate fee proposals should also be submitted.

(For Modified Formula Approach)

Invite all eligible consultants to submit technical proposals (maximum 6 pages) that summarise their previous experience on similar projects, proposed core staff and qualitative aspects including (1) response to brief, (2) approach to cost effectiveness and sustainability, (3) methodology and work programme and (4) innovation and creativity. Separate fee proposals should also be submitted.

Step 5 Assess the consultants' technical submissions based on the following criteria (Guidelines on Technical Assessment at **Annex 4**):

- (a) the consultants' current "Past Performance Rating" (PPR)
- (b) the consultants' previous experience on similar projects
- (c) the consultants' proposed core staff for this project and their availability
- (d) the consultants' qualitative aspects including (1) response to brief, (2) approach to cost effectiveness and sustainability, (3) methodology and work programme and (4) innovation and creativity. (For modified formula approach only)

Example: Consultant A

Criteria	Weighting	Assessment ^(Note 2)	Technical Score (%)
Past Performance	30%	Refer to Consultant A's PPR	$30 \% \times 64^* / 80^{\#}$ = 24%
Experience	30%	Good ⁺	$30 \% \times 0.8 = 24 \%$
Staffing	40%	Fair ⁺	$40 \% \times 0.6 = 24 \%$
Total Technical Score:			72 %

Table 3

Note 2:

⁺ Grading: Very good (1.0), Good (0.8), Fair (0.6) and Poor (0.3)

^{*} The PPR of Consultant A is 64

[#] The Highest PPR among all the consultants is 80

Note 3:

For consultants and sub-consultants without PPR, the respective assessment principle promulgated under Appendix B of DEVB TC(W) No. 2/2016 would be adopted. If a consultant does not have the PPR such as a new comer, the “Past Performance” section should be marked based on the consultant’s weighted average percentage mark (not the grade) in the remaining sections i.e. “Experience” and “Staffing”. (Qualitative aspects including (1) response to brief, (2) approach to cost effectiveness and sustainability, (3) methodology and work programme and (4) innovation and creativity should be taken into account as well if modified formula approach is used.) A worked example showing assessment of “Past Performance” of lead and sub-consultants under different scenarios is shown at Table 2 in Appendix 3.2 of the AACSB Handbook.

Example: Consultant B who has no PPR (Table 4)

Criteria	Weighting	Assessment	Technical Score (%)
Past Performance	30%	N/A	$\frac{(24\% + 24\%)}{(30\% + 40\%)} \times 30\% = 20.6\%$
Experience	30%	Good	$30\% \times 0.8 = 24\%$
Staffing	40%	Fair	$40\% \times 0.6 = 24\%$
Total Technical Score:			68.6 %

Table 4

- Step 6 Rank the consultants in descending order according to their total technical scores and seek the CAP approval of the scoring results.
- Step 7 Open the Fee Proposals of those consultants who are technically competent and total technical scores are above the standard passing mark of 50 or the approved passing mark.
- Step 8 Assess the bids with the opened fee proposals on the basis of a combined score in terms of technical, consultancy fee and fee quality in a rationalized approach as follows:

$$\text{Combined Score} = \text{Weighted Technical Score} + \text{Weighted Consultancy Fee Score} + \text{Fee Quality Score}$$

where:

$$(i) \quad \text{Weighted Technical Score} = \text{Specified weighting} \times \frac{\text{Technical score of the bid being assessed}}{\text{Highest technical score among all conforming bids}}$$

(ii) Weighted Consultancy Fee Score

Revised fee diving control mechanism is adopted in calculation of Weighted Consultancy Fee Score. A thresholds are set at 80% and 100% of the Median Consultancy Fee (Fx) which is the median of consultancy fees of all conforming bids and the pretender estimated consultancy fee worked out by the procuring department for that particular assignment.

If the consultancy fee of the bid being assessed falls between 0.8 Fx and 1.0 Fx (both inclusive), it will get the full weighted consultancy fee score.

If the consultancy fee of the bid being assessed is higher than 1.0 Fx but not 2.0 Fx, the assessment method of the weighted consultancy fee score will follow the formula below:

$$\text{Weighted Consultancy Fee Score} = \text{Specified weighting} \times \left(1 - \frac{\text{Fee of bid being assessed} - \text{Fx}}{\text{Fx}} \right)$$

If the consultancy fee of the bid being assessed is higher than 2.0 Fx, the weighted consultancy fee score will be zero.

If the consultancy fee of the bid being assessed is less than 0.8 Fx, the assessment method of the weighted consultancy fee score will follow the formula below:

$$\text{Weighted Consultancy Fee Score} = \text{Specified weighting} \times \left(0.6 + 0.4 \times \frac{\text{Fee of bid being assessed}}{0.8 \text{ Fx}} \right)$$

(iii) $\text{Fee Quality Score} = \text{Sliding Scale* of Factor for Marking Fee Quality}$

**The bid will score 10 marks on the assessment criterion of “fee quality” for a factor of 0.8 or above, 0 mark for a factor of 0.5 or below and a proportional mark for a factor between 0.8 and 0.5.*

A flow chart indicating the Consultant Selection Procedures by using the Formula Approach is at **Annex 5**.

Notwithstanding application of the above steps for Formula Approach, other existing provisions used in Conventional Approach such as non-opening of fees due to consultant’s technical incompetence and rejection of unreasonably low fee bids shall continue to be effective.

3. **Proposed criteria for adopting the Formula Approach**

3.1 Classification of Buildings

- 3.1.1 The complexity of all public building projects follows the classification of Buildings provided in Appendix 13 of the AACSB Handbook and is reproduced as follows:

Group I – Buildings that are complex

e.g. tertiary education buildings and specialized schools, museums, religious buildings, magistracy buildings, hospitals, theatres and special buildings

Group II – Buildings of medium complexity

e.g. apartments, special industrial buildings, schools, stadiums, housing scheme, commercial buildings, industrial-office buildings and office buildings

Group III – Buildings of relatively simple nature

e.g. godowns, non-specialized industrial buildings, parking structures

- 3.1.2 It is proposed that for complex Group I public building projects, the conventional approach (i.e. with EOI submission followed by Technical and Fee proposals) should be adopted in view of quality concern and significance of the project to the client. However, for complex Group I projects with low estimated project value, the Modified Formula Approach should be adopted.

- 3.1.3 Conversely, for relatively simple Group III building projects, it is considered that all AACSB Listed consultants eligible for bidding are capable to undertake them. Thus, the Formula Approach could be adopted. For Group II building projects, either approach is acceptable. The guidelines of the above proposals are summarized in Table 6 below.

Complexity of Project	Conventional Approach i.e. with EOI submission	Formula Approach i.e. without EOI submission
Group I (High)	√	
Group II (Medium)	√	√
Group III (Low)		√

Table 6

3.2 Estimated value of the project

3.2.1 Generally, the value of a project is correlated to its level of complexity thus affecting the approach in the selection of consultants e.g. a high value project often demands extensive professional input during planning and construction.

3.2.2 For simplicity, the project value is classified into a “3-level scale” namely low, medium and high. Since the nature and business environment of architectural lead and QS consultancy services are different, it is proposed that a separate project value range for defining the “3-level scale” should be used for these two types of consultancies as Table 7 below:

Estimated project value	Architectural lead consultancies	QS consultancies
Low	< \$150M	< \$400M
Medium	\$150M – 400M	\$400M – 1,000M
High	> \$400M	> \$1,000M

Table 7

- 3.2.3 Following the same classification principle as para. 3.1 above, the proposed guidelines for the adoption of the Formula Approach for low, medium and high value projects i.e. the “3-level scale” are summarised in Table 8 as below:

Estimated project value	Conventional Approach i.e. with EOI submission	Formula Approach i.e. without EOI submission
Low		√
Medium	√	√
High	√	√

Table 8

- 3.3 Overall criteria for the selection of Conventional (C) and Formula approach (F)

Estimated project value	Complexity of Project		
	Group I (High)	Group II (Medium)	Group III (Low)
Low	F, C	F	F
Medium	C	F, C	F
High	C	C	F, C

Table 9

3.4 Approval required

- 3.4.1 Normally, it is not necessary to seek separate approval by AACSB on which approach has been adopted. However, the project team should seek the endorsement of the respective ADs/PDs on which approach should be adopted in their consultancy agreements. For those projects where either approach is acceptable, the project team should make a brief explanatory note on the decision and record on file. In addition, if the passing mark of the total technical score used in the Formula Approach is deviated from the standard passing mark of 50, approval by the respective ADs/PDs prior to the invitation for consultancy submission is required. Before inviting technical and fee proposals, it is necessary to seek CAP's approval on the selected approach, scope of project, non-standard requirements, marking system (sub-items), technical / consultancy fee / fee quality weighting, and other items similar to those relevant items included in the current Stage I Submission under the Conventional Approach.
- 3.4.2 There may be circumstances where the project team considers that it is not practical to follow the above criteria for selection of consultant by formula or conventional approach e.g. an urgent request by client, a highly complex but medium value project, a medium complex but low value project etc. In these circumstances, prior approval should be sought from AACSB to depart from the above criteria.

4. Annexes

- Annex 1 Sample Memo to seek AD/PD'S approval on type of approach selected
- Annex 2 Submissions to CAP / AACSB
- Annex 3 Invitation letter for Technical and Fee Proposals
- Annex 4 Guidelines on the Assessment and Marking of Technical Proposals
- Annex 5 Flow chart – Formula Approach for the Selection of Consultants for ArchSD Projects

SAMPLE MEMO TO SEEK AD/PD'S APPROVAL ON TYPE OF APPROACH SELECTED

(Guidance Note: This memo shall be sent to AD/PDs for seeking approval on type of approach selected after the need to employ consultant has been identified.)

RESTRICTED (CONTRACT)**MEMO**

<i>From</i>	SA / SPM via CA / CPM	<i>To</i>	AD / PD
<i>Ref.</i>		<i>Attn.</i>	
<i>Tel. No.</i>		<i>Your Ref.</i>	
<i>Fax No.</i>		<i>Dated</i>	<i>Fax No.</i>
<i>Date</i>		<i>Total Pages</i>	

Consultancy Agreement No.

Project Title :

Proposed Approach for Selection of Consultants

Grateful for your endorsement to adopt *Conventional Approach/*Typical Formula Approach/*Modified Formula Approach for the selection of consultants for the captioned Agreement.

2. Details of the Project are listed below:

(a) Brief description of the Project :

(b) Discipline of Consultancy : Architectural lead* / QS consultant*

(c) Estimated Project Value : HK\$ _____

(d) Level of Estimated Project Value : *High / Medium / Low

(Guidance Note: See para. (A) of Attachment 1 for determining the level of estimated project value.)

(e) Complexity of Project : *Group 1 (High)/Group 2 (Medium)/Group 3 (Low)

(Guidance Note: See para. (B) of Attachment 1 for determining the complexity of projects.)

3. The proposed approach ***follows / departs from** the Standard Selection Criteria at para. (C) of Attachment 1.

(Guidance Note:

1. *Where either Conventional Approach or Formula Approach is acceptable according to the Standard Selection Criteria, an explanatory note on the approach selected shall be provided here.*
2. *If the selected approach departs from the standard selection criteria, approval from AACSB should be sought.)*

*4. Reason(s) for proposing Modified Formula Approach :

(Guidance Note: See para. (C) of Attachment 1 for circumstances where Modified Formula Approach would be adopted)

(SA / SPM)

Encl. – Attachment 1

* Delete as appropriate

Attachment 1(A) Determination of Level of Estimated Project Value

Estimated project value	Architectural lead consultancies	QS consultancies
Low	< \$150M	< \$400M
Medium	\$150M – 400M	\$400M – 1,000M
High	> \$400M	> \$1,000M

(B) Determination of Complexity of Projects

The complexity of all public building projects follows the classification of Buildings provided in Appendix 13 of the AACSB Handbook and is reproduced as follows:

Group I – Buildings that are complex

e.g. tertiary education buildings and specialized schools, museums, religious buildings, magistracy buildings, hospitals, theatres and special buildings

Group II – Buildings of medium complexity

e.g. apartments, special industrial buildings, schools, stadiums, housing scheme, commercial buildings, industrial-office buildings and office buildings

Group III – Buildings of relatively simple nature

e.g. godowns, non-specialized industrial buildings, parking structures

Attachment 1**(C) Standard Selection Criteria for the Selection of Conventional (C) and Formula Approach (F)**

Estimated project value	Complexity of Project		
	Group I (High)	Group II (Medium)	Group III (Low)
Low	F, C	F	F
Medium	C	F, C	F
High	C	C	F, C

Note:

Formula Approach is further divided into two categories, i.e. (1) Typical Formula Approach and (2) Modified Formula Approach.

Modified Formula Approach should be applied to Group I projects (buildings with high complexity) with low estimated project value (<\$150M). However, the respective ADs/PDs may adopt it for projects that require special design input e.g. projects with extensive landscaping works.

Other than the above, Typical Formula Approach should be applied if Formula Approach is selected.

RESTRICTED (CONTRACT)MEMO

From <u>Assistant Director */Project Director*()</u>	To <u>Chairman, CAP thro' Secretary, CAP</u>
Ref. _____	
Tel. No. _____	Your Ref. _____
Date _____	dated _____

**ARCHITECTURAL SERVICES DEPARTMENT CONSULTANTS APPOINTMENTS PANEL
(CAP)**

***TYPICAL / MODIFIED FORMULA APPROACH
FOR THE SELECTION OF CONSULTANT FOR ARCHSD PROJECTS**

SUBMISSION TO CAP BEFORE INVITING TECHNICAL AND FEE PROPOSALS

Agreement No.

Programme No./Project Title :

Additional Paper Attached
(Insert Appendix Reference in Box)

Scope of Project ☐

Modular Integrated Construction (MiC) enabled clauses ☐

(Note: Building types including staff quarters, hostels, Residential and Care Homes, schools, office buildings and medical facilities shall adopt MiC according to DEVB TC(W) No. 2/2020)

Clauses on NEC construction contracts [for ArchSD projects only] ☐

Scope of Consultancy ☐

Reason for using Formula Approach..... ☐

(State the level of estimated project value and project complexity by referring to the selection criteria at Para. 3.1.1, Table 7 and Table 9 at Appendix 34 of the AACSB Handbook. AD/PD's endorsement shall be attached.)

Reason for using Modified Formula Approach. (if applicable)..... ☐

(Refer to Note 1 of Table 1 at Appendix 34 of the AACSB Handbook.)

Agreement No.Programme No./Project Title :Consultancy Programme ☐Technical / Consultancy Fee / Fee Quality Weighting ☐

(Note: Justifications for determining the Technical / Consultancy Fee / Fee Quality weighting shall be given here. Factors such as number of disciplines required, special emphasis on technical input and complexity of the consultancy could be taken into account when giving the justifications. Refer to Section 3.14 of the AACSB Handbook for appropriate Technical / Consultancy Fee / Fee Quality weightings.)

Technical Assessment Criteria ☐

(1. State the Marking System by referring to Table 1 at Appendix 34 of the AACSB Handbook. 2. A Marking scheme of the main items and sub-items similar to the one shown in Annex 4 to Appendix 34 of the AACSB Handbook shall be attached here. 3. State the passing mark by referring to Step 2(c) of Para. 2 at Appendix 34 of the AACSB Handbook.)

For the technical assessment criteria, a period of (*5 to 10 years) of relevant consultant's experience has been endorsed by the AD/PD.

* amend as appropriate

Estimated Fees ☐

(Show calculation of estimated fees by referring to the worked example at Appendix 3.2 of the AACSB Handbook).....

Estimated Manpower Input ☐

(Show calculation of estimated manpower input by referring to the worked example at Appendix 3.2 of the AACSB Handbook).....

Confirmation with the Client Department on the project scope that the "Estimated Fees" is based upon before inviting bidders (Refer to Section 3.22(a) of the AACSB Handbook)..... ☐

Estimated Project Value ☐

(This should be the estimated basic value of works which includes contingencies but excludes consultancy fees and F&E)

Fee Basis ☐Conflict of Interest Declaration Form..... ☐

Agreement No.Programme No./Project Title :Weighting of staff composition ☐

(Justifications for determining the weighting of staff composition shall be given here. For assessing the relative importance of the experience of staff in a manpower proposal, the procuring department should determine specific weightings of staff composition taking into account the nature, complexity and other circumstances of the assignment. In assessing the manpower proposals, the six categories of staff shall be divided into three groups, being P/D and CP, SP and P, and AP and T staff, with typical weightings of 6:3:1 respectively. Having regard to the level of expertise and composition of manpower input required for the Services, other suitable weightings can be assumed.)

Defining Degree of Non-compliance with Minimum Academic/Professional Qualifications and/or Minimum Experience and the associated multipliers to be applied for the assessment of the “adequacy of professional and technical manpower input” ☐

Proforma for the presentation of Fee Proposals..... ☐

Notional Value for Additional Services..... ☐
(show the notional number of man-hours and the estimated time charge rates for additional Services for all categories of staff)

Estimated Notional RSS on-cost Charges..... ☐
(show the notional number of man-months and the estimated RSS on-cost rates for all categories of staff)

Endorsement of RSS Establishment ☐
(Note: Refer to Section 7.2 of the AACSB Handbook)

Availability of Funding..... ☐

Approval of Composition of Assessment Panel ☐

Reasons for Assessment Panel Members having unequal weightings (if applicable)... ☐

AD / PD’s endorsement on applying Formula Approach ☐

Agreement No.Programme No./Project Title :Payment Schedule (see Section 5.6 of the AACSB Handbook)The payment schedule in the Schedule of Fees has been reviewed and endorsed by ☐

*AD/PD. (Refer to Section 5.6.3 of the AACSB Handbook)

*[Detailed justification shall be given here if the % of time-linked payment exceeds 30%. (Refer to Section 5.6.2(d).)]**(* delete as appropriate)*Others (Please specify)..... ☐

Submission prepared

Assistant Director/ Project Director ()

by : _____

Post : _____

Telephone No. : _____

Endorsed by the Consultants Appointments Panel [CAP] (For Office Use Only)

Assistant Director (Quantity Surveying)
Chairman, Consultants Review Committee_____
Deputy Director of Arch Services
Chairman, CAP

Date _____

Date _____

N.B. All officers who are involved in the assessment and recommendation for selection of consultant for this Agreement are required to complete the Conflict of Interest Declaration Form and attach the completed form along with this Submission to CAP before inviting Technical and Fee Proposals.

RESTRICTED (CONTRACT)**CONFLICT OF INTEREST DECLARATION FORM**

**Declaration and Undertakings by Officers Involved in Preparing Tender Documentation including Tender Specifications and Assessing Tenders
(SPR 186)**

[Guidance Note: This form must be submitted along with the Stage I Submission to AACSB if Conventional Approach is used or the Submission to CAP before inviting technical and fee proposals if Formula Approach is used.]

Agreement No. _____

Project Title: _____

Section IA – “WITHOUT conflict of interest” Declaration:

I hereby declare that there is no conflict of interest, whether actual, potential or perceived, between my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders, and my financial, professional, commercial, personal or other interests.

2. I undertake to –

- (a) hold in strict confidence all tender information that I have access to through my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive, restricted or confidential information relating to a tender;
- (b) refrain from making any unauthorised disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
- (c) declare any actual or perceived conflict of interest with my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
- (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.

3. The undertakings in paragraphs 2(a) and (b) above shall not apply :

- (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
- (b) to any communications or disclosures caused or permitted by me to colleagues in the Government who are or are expected to be involved in the course of their official duties in the captioned tender exercise or parts thereof.

4. I understand that I may be subject to disciplinary action should I make a false declaration or fail to observe any of my above undertakings.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

Section IIA – Confirmation of receipt of “WITHOUT conflict of interest” declaration:

[Guidance Note: To be completed by an officer at least one rank above the officer who has made declaration in Section IA.]

It is noted that there is no conflict of interest as declared by the above officer.

Signed : _____
Name (block letter) : _____
Rank : _____
Date : _____

RESTRICTED (CONTRACT)**CONFLICT OF INTEREST DECLARATION FORM**

[Guidance Note: This form must be included in the Stage I Submission to AACSB if Conventional Approach is used or the Submission to CAP before inviting technical and fee proposals if Formula Approach is used whenever a conflict of interest is declared by an officer in relation to the tendering exercise of this Agreement.]

Agreement No. _____

Project Title: _____

Section IB – “WITH conflict of interest” Declaration:

In accordance with the SPR 186, I declare that there is a conflict of interest (whether actual, potential or perceived) arising between my official duties and my private interests in the preparation of tender documentation including tender specifications and the assessment of tenders for the above Agreement, with details as given below:

2. Notwithstanding the conflict of interest as declared above, I undertake to –
 - (a) hold in strict confidence all tender information that I have access to through my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders. Tender information includes details of tenders received and any other sensitive, restricted or confidential information relating to a tender;
 - (b) refrain from making any unauthorised disclosure or taking advantage of any tender information referred to in paragraph 2(a) above whether or not for personal gain;
 - (c) declare any actual or perceived conflict of interest with my official duties to the Government in relation to the captioned tender exercise, including without limitation those in relation to the preparation of the tender documentation including tender specifications and the assessment of tenders immediately when I become aware of any such conflict; and
 - (d) take steps to avoid any conflict of interest with any prospective tenderer or tenderer by not putting myself in a position of obligation towards any of them; for example, by not accepting any favour or lavish or excessive entertainment, and not over-socialising with any of them.
3. The undertakings in paragraphs 2(a) and (b) above shall not apply :
 - (a) if and when the disclosure and information therein referred to becomes a matter of public knowledge (other than by reason of a breach of paragraphs 2(a) and (b) above); or
 - (b) to any communications or disclosures caused or permitted by me to colleagues in the Government who are or are expected to be involved in the course of their official duties in the captioned tender exercise or parts thereof.

4. I understand that I may be subject to disciplinary action should I make a false declaration or fail to observe any of my above undertakings.

Signed : _____
 Name (block letter) : _____
 Rank : _____
 Date : _____

Section IIB – Confirmation of receipt of “WITH conflict of interest” declaration and record of remedial action taken:

[Guidance Note: To be completed by the respective Assistant Director or Project Director]

It is noted that a conflict of interest (whether actual, potential or perceived) exists as declared by the above officer and *the officer has been instructed to cease any further involvement in the tendering exercise of the captioned Agreement with immediate effect. / *the following remedial action has been taken : / *no remedial action has been taken as it is considered that the above officer’s official duties will not be affected due to the following reasons:

* Delete as appropriate

Signed : _____
 Name (block letter) : _____
 Rank : _____
 Date : _____

Programme No. :

Project Title :

Consultancy :

Estimated Value of Work	\$M	Consultancy Required (Tick Box)				
		Arch	BS	SE	QS	Others
Site Works - Piling / Site Formation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drainage and External Works	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contingencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Items Relevant to Individual Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Base Value of Work	=====					

Consultancy

Estimated Fee = Base Value of Work x Fee Percentage

Base Value of Work	.....	.....	.....	.....	.....
Fee Percentage *	.....	.....	.....	.....	.....
Estimated Fee *	=====	==	==	==	==

Cashflow of Estimated Fee

		\$M	%
Workstage 1	Inception/Feasibility	.....	.....
Workstage 2	Outline Proposals / Sketch Plan	.....	.....
Workstage 3	Detail Design	.....	.....
Workstage 4	Documentation / Tendering	.....	.....
Workstage 5	Construction Supervision	.....	.....
Workstage 6	Post Handover Services	.....	.....
		=====	<u>100%</u>

* Detailed calculations (see example at Appendix 3.2 of the AACSB Handbook) must be submitted.

RESTRICTED (CONTRACT)**MEMO**

From *Assistant/Project Director () Ref. _____ Tel. No. _____ Date _____	To Chairman, CAP thro' Secretary, CAP Your Ref. _____ dated _____
--	--

***TYPICAL / MODIFIED FORMULA APPROACH**
FOR THE SELECTION OF CONSULTANT FOR ARCHSD PROJECTS

REQUEST FOR ENDORSEMENT OF TECHNICAL ASSESSMENT
AND RELEASE OF FEE PROPOSALS

Agreement No.

Programme No./Project Title :

I should be grateful if you would endorse technical assessment of the captioned Consultancy Agreement as detailed in the attached Summary Report for Technical Proposals.

2. Please release the consultants' fee proposals of those consultants who are technically competent as below:

- | | | |
|------|---|------------------------|
| i. |) | |
| ii. |) | [Insert name of firms] |
| iii. |) | |
| iv. |) | |

3. *The following consultants score below the passing mark of [Insert passing mark]. Accordingly, their fee submissions shall be returned unopened.

- | | | |
|------|---|------------------------|
| i. |) | |
| ii. |) | [Insert name of firms] |
| iii. |) | |
| iv. |) | |

Additional Paper Attached
(Insert Appendix Reference in Box)

Summary Report for Technical Proposals..... ☐

(NOTE: Fee proposals will be opened separately by the Chairman of AACSB)

Minutes of the Assessment Panel Meeting for the technical assessment..... ☐

Calculation of Manpower Proposals from Consultants..... ☐

(Show the calculation of manpower proposed by the consultants and their respective marking given; similar to the worked example in Annex 1 to Appendix 6)

Others (Please specify)..... ☐

Approval from AACSB *is/is not required. [Department may, prior to opening fee proposals, request AACSB for endorsement of the results of the technical assessment in case the Assessment Panel has encountered some peculiar or controversial issues during the assessment of technical proposals.]

Submission prepared

by : _____

*Assistant/Project Director

()

Post : _____

Telephone No. : _____

Endorsed by CAP

<p>_____ Assistant Director (Quantity Surveying) Chairman, Consultants Review Committee</p> <p>Date _____</p>	<p>_____ Deputy Director of Arch Services Chairman, CAP</p> <p>Date _____</p>
---	---

* Delete if not appropriate

RESTRICTED (CONTRACT)

Agreement No. :
Consultancy :

Membership of Assessment Panel : (Officer A) - Chairman
 (Officer B)
 (Officer C)

Date of Panel Meeting :
(Attach minutes as appropriate)

Technical Submissions (Assume 4 submissions received)
Received From : (Consultant 1)
(Arrange the consultants in descending order of technical marks.) (Consultant 2)
 (Consultant 3)
 (Consultant 4)

Summary of Assessment of Technical Proposals

	Consultant 1		Consultant 2		Consultant 3		Consultant 4	
	Marks	%	Marks	%	Marks	%	Marks	%
Past Performance (40%) <i>[Notes 1 & 2]</i>								
Experience (35%) <i>[Notes 1 & 2]</i>								
Staffing (25%) <i>[Notes 1 & 2]</i>								
*Qualitative Aspects (For Modified Formula Approach only) (20%) <i>[Notes 1 & 2]</i>								
Total (100%) <i>[Note 2]</i>								

Note 1 Average marks to be first calculated based on marks given by individual members of the assessment team. (Refer to Appendix B of DEVB TC(W) No. 2/2016 for standard marking range of different assessment criteria.)

Note 2 Refer to Section 3.23 of the AACSB Handbook for rounding marks in tender evaluation.

* In the assessment of technical proposals, , Consultants *[Insert name of firms]* score below the passing mark of *[Insert passing mark]*. Accordingly, their fee submission shall be returned unopened.

* Delete if not appropriate

Calculation of Consultants'/Sub-consultants' Performance Marks

Table 1 below showing consultants'/sub-consultants' Past Performance Rating [PPR] and performance marks **should be included** as part of the submission for endorsement of technical assessment.

	Consultant 1	Consultant 2	Consultant 3	Consultant 4
Lead Consultant's PPR				
SE Sub-Consultant's PPR				
BS Sub-Consultant's PPR				
LA Sub-Consultant's PPR				
Overall Sub-Consultants' PPR				
Marks in other sessions excluding the "past performance" section (Weighting: * %)				
Lead Consultant's Performance Mark (Weighting: * %)				
Sub-Consultants' Performance Mark (Weighting: * %)				

Table 1

* insert as appropriate

Table 2 below is a worked example showing various ways of conversion of PPR into performance marks under different scenarios according to the rules stated in Appendix B of DEVB TC(W) No. 2/2016.

	Consultant 1	Consultant 2	Consultant 3	Consultant 4
Lead Consultant's PPR	40.00	50.00	60.00	No PPR
SE Sub-consultant's PPR	41.00	42.00	No PPR	No PPR
BS Sub-consultant's PPR	51.00	52.00	No PPR	No PPR
LA Sub-consultant's PPR	61.00	No PPR	No PPR	No PPR
Overall Sub-consultants' PPR	51.00 ^{note 1(a)}	47.00 ^{note 1(a)}	60.00 ^{note 2(a)}	N/A ^{note 3}
Marks in other sessions excluding the "past performance" section (Weighting: 75%)	65.00	68.00	70.00	72.00
Lead Consultant's Performance Mark (Weighting: 15%)	10.00 ^{note 4}	12.50 ^{note 4}	15.00 ^{note 4}	14.40 ^{note 5}
Sub-Consultants' Performance Mark (Weighting: 10%)	8.50 ^{note 1(b)}	7.83 ^{note 1(b)}	10.00 ^{note 2(b)}	9.60 ^{note 5}

Table 2

Notes

1. All or Some Sub-consultants Have PPR

(a) Overall Sub-consultants' PPR = Average PPR of all sub-consultants who have PPR

Overall sub-consultants' PPR of Consultant 1 = $(41 + 51 + 61) / 3 = 51$

Overall sub-consultants' PPR of Consultant 2 = $(42 + 52) / 2 = 47$

(b) Sub-consultants' Performance Mark = Weighting of Past Performance x PPR / Highest PPR

Performance Mark of Consultant 1's sub-consultants = $10 \times 51/60 = 8.5$

Performance Mark of Consultant 2's sub-consultants = $10 \times 47/60 = 7.83$

2. All Sub-consultants Have No PPR but the Lead Consultant Has PPR

(a) Overall Sub-consultants' PPR = Lead Consultant's PPR

Overall sub-consultants' PPR of Consultant 3 = 60

(b) Performance Mark of Consultant 3's sub-consultants = $10 \times 60/60 = 10$

3. All Sub-consultants and the Lead Consultant Have No PPR

PPR not applicable. The sub-consultants' performance mark should be calculated directly according to the rule stated in Note 5 below.

4. Lead Consultant Has PPR

Performance Mark = Weighting of Past Performance x PPR / Highest PPR

Consultant 1's performance mark = $15 \times 40 / 60 = 10$

Consultant 2's performance mark = $15 \times 50 / 60 = 12.5$

Consultant 3's performance mark = $15 \times 60 / 60 = 15$ (scored full mark because of the highest PPR among all bidders)

5. Lead Consultant Has No PPR

Performance Mark

= Marks in other sections excluding the "past performance" section
x Weighting of Performance Mark / Weighting of other sections

Performance Mark of Consultant 4 = $72 \times 15\% / 75\% = 14.4$

Performance Mark of Consultant 4's sub-consultants = $72 \times 10\% / 75\% = 9.6$

SAMPLE MINUTES OF THE CONSULTANCY ASSESSMENT PANEL MEETING
RESTRICTED (CONTRACT)

**CONSULTANCY AGREEMENT NO. :
 AGREEMENT TITLE :**

Minutes of the Consultancy Assessment Panel Meeting

Date:

Venue:

Attendance

Panel Members :	CA/ CPM	Chairman
	SA/ SPM	
	SBSE	
	SSE/	
	Third Party Member	
	XXXXXXXX	Secretary

1. Members of the Assessment Panel

The Assessment Panel was established prior to inviting Technical and Fee Proposals. The Panel is chaired by an officer ranked not lower than D1 and composed of members not lower than the rank of senior professional from *(name(s) of department(s))* *and the third party member not lower than the rank of SEO from *(the name of the department nominating an officer to serve as a 3rd party member – please refer to the procedural arrangement stipulated in Appendix 2.2)*. The composition of the Panel and weighting of marks given by the members of the Panel are as follows: *(state weighting of marks given by each member of the Assessment Panel.)* (Note : refer to Section 3.2.2.3 of AACSB Handbook)

2. Conflict of Interest Declaration Forms

Conflict of Interest Declaration Forms have been completed by all members involved in the preparation of the tender documentations and assessment of tenders and are included in the Submission to CAP before inviting Technical and Fee Proposals.

*No conflict of interest is noted. / *Conflict of interest is noted and the officer having conflict of interest has been instructed to cease any further involvement in the tendering exercise of the captioned Agreement with immediate effect. / *Conflict of interest is noted and the following remedial action has been taken: / *Conflict of interest is noted but no remedial action has been taken as the AD/PD considered that the officer's official duties will not be affected due to the following reasons:

3. Marking Criteria of Technical Proposals

The marking criteria of technical proposals were in accordance with that approved by CAP .

4. Consolidation of Members' Assessment

Members of the Assessment Panel completed the previously distributed technical assessment marking sheets for the submissions from the consultants before the meeting of the panel and the results were tabled at the meeting.

5. Marking of Technical Assessment

The marks given by the panel members on the submissions were compiled into a table format. The overall results were noted as being generally in line with individual member's assessment on the technical aspects of the submissions. *Consultants [Insert name of firms] score below the passing mark of [Insert passing mark]. Hence, fee assessment of the consultant concerned shall not proceed.

[Note: If the proportion of full mark given for the "adequacy of professional and technical manpower input" attribute is less than 0.6, the Assessment Panel should further consider carefully the suitability of the consultant in undertaking the assignment. If the consultant is considered to be unsuitable, the Assessment Panel shall make a recommendation to the AACSB whether the proposal should be rejected without opening the fee envelope.]

6. Strengths and Weaknesses of Each Technical Proposal

[Note: To facilitate the debriefing to unsuccessful bidders, the perceived strengths and weaknesses of each technical proposed discussed should be recorded.]

7. Conclusion

Members agreed that the Summary of Assessment of Technical Proposals could be submitted to CAP for *the opening of consultants' Fee Proposals/seeking AACSB's approval of the assessment results prior to opening of consultants' Fee Proposals.

Chairman
Date

Secretary
Date

Distribution:

* Delete as appropriate

SAMPLE MEMO TO REQUEST FOR RELEASE OF FEE PROPOSALS**RESTRICTED (CONTRACT)****MEMO**

From Chairman, CAP Ref <i>in</i> Tel No Fax No Date	To Chairman AACSB thro' Secretary AACSB Your Ref <i>in</i> Dated Fax No
---	--

Agreement No. XX/XX
(Title of Agreement)

Results of Technical Assessment

I enclose for your reference the following:

- (a) a copy of the minutes of the assessment panel meeting for the technical assessment; and
- (b) Summary of assessment of technical proposals.

2. I should be pleased if you would release the consultants' fee proposals of those consultants who are technically competent as below for combined assessment by the Assessment Panel:

- i.)
- ii.) *[insert name of firms]*
- iii.)
- iv.)

3. The following consultants *[Insert name of firms]* score below the passing mark of *[Insert passing mark]*. Accordingly, their fee submissions shall be returned unopened.

- i.)
- ii.) *[insert name of firms]*
- iii.)
- iv.)

()
 DD ArchS
 Chairman, CAP

Encl.

* Delete as appropriate

Agreement No.

Programme No./Project Title :

Others (Please specify)

Submission prepared by : _____
Post : _____
Telephone No. : _____

Endorsed by CAP

Assistant Director (Quantity Surveying)
Chairman, Consultants Review Committee

Date _____

Deputy Director of Arch Services
Chairman, CAP

Date _____

* *Delete if not appropriate*

Architectural & Associated Consultants Selection Board

Agreement No : _____

Title : _____

Summary of Technical and Fee Proposals

Consultant	Technical Score	(I)	(II)	(III)	(IV)	(V)	Fee Quality Score
		Fee (\$)	Total Adjusted Notional Value for Additional Services (\$)	Notional RSS Charges * (\$)	Notional RSS On-Cost Charges * (\$)	Assessed Fee (\$) <i>(V) = (I) + (II) + * (III) or * (IV)</i>	
1							
2							
3							
4							

Technical : Consultancy Fee : Fee Quality Weighting : _____ : _____ : _____

Assignment Awarded to : _____

The AD/PD shall notify the assessment results summarised above to each of the consultants who are technically competent. However, the names of the consultants, shown separately on the attached sheet, **SHALL NOT** be disclosed.

(Secretary, AACSB)

Date : _____

Distribution:

** Delete as appropriate*

Agreement No : _____

Title : _____

Table A – Summary of Adjusted Notional Value for Additional Services

Consultant	Category of Consultant's staff	(a)	(b)	(c)
		Notional No. of Man-hours for Additional Services (Man-hours)	Adjusted All-Inclusive Time Charge Rates per Man-hour (\$/Man-hour)	Adjusted Notional Value for Additional Services (c) = (a) x (b) (\$)
1	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
2	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
3	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$
4	Partners/Directors			
	Chief Professional Staff			
	Senior Professional Staff			
	Professional Staff			
	Assistant Professional Staff			
	Technical Staff			
	Total Adjusted Notional Value for Additional Services			\$

Agreement No : _____

Title : _____

Table B1 – Summary of Notional RSS Charges (i.e. for RSS Deployed by the Consultant)

Consultant	Category of RSS Deployed by the Consultant	(1)	(2)	(3)
		Notional No. of Man-months (Man-months)	All-Inclusive Rates per Man-month (\$/Man-month)	Notional RSS Charges $(3) = (1) \times (2)$ (\$)
1	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
2	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
3	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$
4	(i) Professional Staff			
	(ii) Technical Staff			
	(iii) Clerical/General Staff			
	Total Notional RSS Charges			\$

Agreement No : _____

Title : _____

Table B2 – Summary of Notional RSS On-cost Charges
(i.e. for RSS directly employed by the Consultant or Government Site Staff)
(Page 1 of 2)

Consultant	(x)	(y)	(z)
	Notional No. of Man-months for Respective rank of RSS or Government Site Staff (Man-months)	On-cost Rates per Man-month (\$/Man-month)	Notional RSS On-cost Charges (z) = (x) x (y) (\$)
1	R2 :		
	R3 :		
	R4 :		
	R5 :		
	R8 :		
	R9 :		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$
2	R2 :		
	R3 :		
	R4 :		
	R5 :		
	R8 :		
	R9 :		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$

Agreement No : _____

Title : _____

Table B2 – Summary of Notional RSS On-cost Charges
(i.e. for RSS directly employed by the Consultant or Government Site Staff)
(Page 2 of 2)

Consultant	(x)	(y)	(z)
	Notional No. of Man-months for Respective rank of RSS or Government Site Staff (Man-months)	On-cost Rates per Man-month (\$/Man-month)	Notional RSS On-cost Charges $(z) = (x) \times (y)$ (\$)
3	R2 :		
	R3 :		
	R4 :		
	R5 :		
	R8 :		
	R9 :		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$
4	R2 :		
	R3 :		
	R4 :		
	R5 :		
	R8 :		
	R9 :		
	R10:		
	R11:		
	Total Notional RSS On-cost Charges		\$

Agreement No : _____

Title : _____

Table C – Summary of Median Values of Rates and Manpower Input

The following figures are the median values of the relevant rates and manpower input used for assessing the Technical and Fee Proposals submitted.

Categories of Staff		Lump Sum / Percentage* Fee		Adjusted All-inclusive Time Charge Rate for Additional Services (\$/Man-hour)
		Staff Rate (\$/Man-week)	Manpower Input (Man-weeks)	
Partners/Directors	(P/D)			
Chief Professional	(CP)			
Senior Professional	(SP)			
Professional	(P)			
Assistant Professional	(AP)			
Technical	(T)			

Categories of RSS Deployed by the Consultant	All-inclusive Rate (\$/Man-month)
Professional Staff	
Technical Staff	
Clerical/General Staff	

Category of RSS Directly Employed by the Consultant (Refer to Schedule of Fees for the Respective Ranks)	All-inclusive On-cost Rate (\$/Man-month)
R2	
R3	
R4	
R5	

[Note: Please include the above table(s) as appropriate.]

Architectural & Associated Consultants Selection Board

Agreement No : _____

Title : _____

Consultant	Name
1	
2	
3	
4	

- [Note: 1. The name of consultants as listed above SHALL NOT be disclosed to any consultant when informing the assessment result of the Consultancy Agreement.*
- 2. This Summary of Technical and Fee Proposals shall be prepared by the procuring department and included in the Submission to AACSB.]*

Fee Analysis of Recommended Consultant

Agreement No. :

Project Title :

Estimated Project Value (HK\$)	Awarded Fees (HK\$)	% of Awarded Fees to Estimated Project Value	Average Weekly Charge Rates ^{Note 1} (HK\$)					
			Partners/ Directors	Chief Professional Staff	Senior Professional Staff	Professional Staff	Assistant Professional Staff	Technical Staff

Note 1 : Refer to the Manning Schedule with Charge Rates included in the recommended consultant's fee proposal.

Our Ref :

To : Consultants included in the List provided in Attachment VII in Annex 3 to Appendix 34

(Attn :)

Dear Sirs,

**INVITATION LETTER FOR TECHNICAL AND FEE PROPOSALS
BY *TYPICAL / MODIFIED FORMULA APPROACH**

**Consultancy Agreement No. _____
(Agreement Title)**

1. I am pleased to invite you to submit Technical and *Lump Sum/Time Charge/Percentage Fee Proposals (“**T&F Proposals**”) for the above Consultancy Agreement in accordance with the attached Enquiry Documents as listed in **Attachment I**.

2. The Enquiry Documents are in Electronic Invitation Package (“**EIP**”) and can be downloaded from the e-Tendering System (Works Consultancy Services) (“**e-TS(CS)**”) via this link [https://www1.ets-cs.gov.hk/eppcs_ext/views/index.zul].

3. You must register an account on the e-TS(CS) before you can download the EIP from the e-TS(CS). By registering an account on the e-TS(CS) and downloading the EIP, you are deemed to have accepted the Terms and Conditions of Use and Participation and the user manual of the e-TS(CS) (available at [https://www1.ets-cs.gov.hk/eppcs_ext/views/index.zul]) and the Licence Conditions for the EIP attached in **Attachment II** to this letter.

4. You **must submit** your T&F Proposals **in electronic format via e-TS(CS)**. Your attention is further drawn to the following requirements on submitting the T&F Proposals electronically:-

- (i) Except as provided in sub-paragraph (ii) below, you must submit your T&F Proposals via a valid account or sub-account in the e-TS(CS) under your own name;
- (ii) In the case you submit your T&F Proposals in the form of an unincorporated joint venture, your T&F Proposals must be submitted via a valid account or sub-account in the e-TS(CS) under the name of **one** participant to the joint venture. If your T&F Proposals are submitted via the accounts or sub-accounts of multiple participants, only the submissions made by the participant whose date and time of its first submission to the e-TS(CS) is the earliest amongst all participants will be considered. Files submitted by any other participant will be discarded without opening;

- (iii) All files in your T&F Proposals must comply with the “**Requirements for Submission in Electronic Format**” in **Attachment III** to this letter;
- (iv) Your Technical Proposal must be uploaded under the “Upload Technical Proposal” Section of the e-TS(CS). Any part of the Technical Proposal uploaded under the “Upload Fee Proposal” Section of e-TS(CS) will **result in such part of the Technical Proposal being discarded and not be considered**;
- (v) Your Fee Proposal must be uploaded under the “Upload Fee Proposal” Section of the e-TS(CS). **Failure to upload the Fee Proposal under the “Upload Fee Proposal” Section shall render your T&F Proposals non-conforming**; and
- (vi) The term “Digitally Signed”, in relation to a file means that such file is Digitally Signed as more particularly required under paragraph 4 of the “**Requirements for Submission in Electronic Format**” in **Attachment [III]** to this letter. Without prejudice to other requirements in this letter, if a file is required to be Digitally Signed pursuant to this letter, **the digital signature for that file must comply with the above mentioned requirements. Failure to comply will result in the relevant file being discarded and not be considered.**

[Note to project office: Paragraphs 4A, 4B and 4C allow bidders to submit optional hard copies. This arrangement applies to all invitations until further notice.]

4A. In addition to your electronic submission, you may opt to submit the T&F Proposals in hard copy as well. **Submission in hard copy is optional.** If you opt to submit hard copy T&F Proposals in addition to electronic submission, the submission in hard copy must comply with the conditions as stipulated in the “**Requirements for Submission of T&F Proposals in Hard Copy**” in **Attachment IIIA** to this letter. For the purpose of the hard copy submission:

- (i) If a file is required to be Digitally Signed pursuant to this letter, such requirement is deemed to have been complied with if its hard copy has been duly signed by a person authorized to sign Government contracts on your behalf (or, in the case of an unincorporated joint venture, by a person authorized to sign Government contracts on each participants’ behalf); and
- (ii) If the signing of a file is required to be witnessed, such requirement is deemed to have been complied with if the witness has signed on its hard copy in the capacity of witness.

4B. The hard copy submission will not be opened or used except in the following circumstances:

- (iii) a file submitted via the e-TS(CS) cannot be opened; or
- (iv) a file submitted via the e-TS(CS) is contaminated with computer virus.

In such event, the file submitted via the e-TS(CS) will be discarded and not be considered. Without prejudice to other requirements in this letter, the Employer **may use the hard copy of the relevant file submitted**, if available, to evaluate your T&F Proposals if it considers that your action of submitting a file that cannot be opened or is contaminated with computer virus is not intentional. For the avoidance of doubt, even if it is permissible under other paragraphs of this letter for the Employer to invite you to re-submit the relevant file after close of submission, **the Employer shall resort to the hard copy submission first.**

[Guidance Note: In case of files(s) submitted via the e-TS(CS) cannot be opened or is contaminated with computer virus. Officers shall issue the letter to notify consultant on unopened files submitted via e-TS(CS) after the award of consultancy agreement. The sample letter is given in Appendix 46.]

4C. In case the hard copy of a relevant file is used for evaluation of your T&F Proposals:

- (v) If the relevant file is an essential submission under paragraph 11, its hard copy must be submitted on or before the original date set for the close of submission or if this has been extended, the extended date. **Failure to do so will render your T&F Proposals invalidated.**
- (vi) If the relevant file is required to be Digitally Signed but does not satisfy paragraph 4A(i) above, without prejudice to other requirements, such document shall be discarded and not further considered.

For the avoidance of doubt, for the parts of the hard copy submission which are not used for evaluating your T&F Proposals, it is not necessary to check whether they have complied with any requirements stipulated, whether essential or not.

5. In case you wish to replace or supplement any file or a part of a file in your submitted T&F Proposals, you must do so by re-submitting the **entire** Technical Proposal and / or Fee Proposal. Your attention is drawn to the followings:

- (vii) All resubmitted files must comply with the requirements set out in paragraph 4 above;
- (viii) In case there are more than one submissions under the “Upload Technical Proposal” Section” or the “Upload Fee Proposal” Section, the latest submission in that Section shall prevail and all previous submission in that Section will not be opened or considered.

[Note to project office: Paragraphs 5A allows bidders to submit optional hard copies. This arrangement applies to all invitations until further notice.]

5A. In the event you opt to submit an optional hard copy T&F Proposals in addition to electronic submission and wish to replace or supplement any part of it after you have deposited it, attention in writing may be drawn to an amendment submitted, provided that the amendment shall have been deposited before the close of submission.

6. If you wish to be considered for possible appointment to undertake this contract, you should submit your T&F Proposals by **12 noon on Friday, [insert date]**. Your T&F Proposals must be submitted in accordance with paragraph 4 above before the close of submission. **Late submission will not be considered.**

7. The close of submission may be extended under the following circumstances:

- (ix) If tropical cyclone signal No. 8 or above, or a black rainstorm warning signal is hoisted or if “extreme conditions after super typhoons” announced by the Government is in force between 9 am and 12 noon on the date set for the close of submission, the close of submission will be extended to 12 noon on the first working day after the tropical cyclone signal No. 8 is lowered, or the black rainstorm warning signal or the “extreme conditions after super typhoons” announced by the Government has/have ceased to be in force. Saturday is not counted as a working day. The announcements on “extreme conditions after super typhoons” will be made via **press releases website** of the Information Services Department (<http://www.info.gov.hk/gia/general/today.htm>); or
- (x) If there is any other reason which in the Government’s view shall affect the close of submission, the Employer will notify you the extension of the close of submission **via the e-TS(CS) and/or emails.**

8. The Employer may at its sole discretion decide whether to notify you of any invalidation of your T&F Proposals for any reason(s) after the completion of this consultant selection exercise where appropriate

9. In determining the date and time on which a file is submitted via the e-TS(CS), the submission end time generated automatically by the e-TS(CS) which specifies when the transmission of the file through the e-TS(CS) was completed, shall be final and binding. Save for the aforesaid, any text, notice or message that appears on the e-TS(CS) which displays any date, time, time zone or time remaining for any tender submission to be filed, is for reference only and shall not be relied on by the consultant.

10. Your submission should be concise and accurate and should comply with **Attachment IV – Conditions for Submission of Technical and Fee Proposals, Attachment V – Guidelines on the Preparation of Technical Proposal and Attachment VI – Guidelines on the Preparation of Fee Proposal.**

11. **The following documents are essential submissions.** Failure to submit any of the following documents with your T&F Proposals on or before the date set for close of submission or, if this has been extended, the extended date **shall render your T&F Proposals non-conforming:**

- (i) Fee Proposal
- (ii) Manning schedules of various disciplines including lead consultancy and sub-consultancies (if any).

12. **The following requirements are essential requirements.** Failure to comply with any of these requirements on or before the date set for close of submission or, if this has been extended, the extended date **shall render your T&F Proposals non-conforming:-**

- (iii) The essential submissions required in paragraphs 11(i) above must be Digitally Signed;
- (iv) Your Fee Proposal must be uploaded under the “Upload Fee Proposal” Section of the e-TS(CS);
- (v) Proposed Fee must be stated in Fee Proposal;
- (vi) Only ONE percentage adjustment factor shall be inserted for each staff category of All-Inclusive Time Charge Rates specified in Fee Proposal for additional Services;
- (vii) *Only ONE rate shall be inserted for each collective rank of the “RSS on-cost rates” specified in Fee Proposal [*note to project office: only applicable for agreements with construction stage*]; and
- (viii) The Technical Proposal must not contain any indication of prices or rates.

13. In the assessment of consultants’ staffing proposals, the Assessment Panel will take into account the current and potential workload of the consultants’ proposed core personnel. If the core personnel proposed by the consultants for the captioned Agreement would have concurrent commitments in other consultancies already awarded or being considered by the Architectural Services Department, and these core personnel has shown signs of overload in work, these core personnel may be disregarded in the technical assessment of the Staffing Section.

14. Your attention is drawn to the units of the rates as specified in the prescribed fee proforma at **Attachment XIII** to this letter. Where any of the units of the rates as presented in the Fee Proposal submitted differs from the unit(s) of the respective rate(s) specified in the prescribed fee proforma, such discrepancy shall be corrected by regarding the former as an inadvertent typographical error and the unit(s) concerned in the Fee Proposal submitted shall be automatically corrected to the corresponding unit(s) as per the prescribed fee proforma. For such corrections, only the units are to be so corrected, but not the numerical figures as filled in by you in the Fee Proposal submitted. We will then seek confirmation from you to abide by the bid with units so corrected. If you confirm your agreement to abide by the bid with units corrected, the assessment of technical and fee proposals would then be completed in the prescribed manner in accordance with the Formula Approach for the Selection of Consultants for ArchSD projects as detailed in Appendix 34 of the AACSB Handbook with amendments as stated in **Attachement XVII** to this letter on the basis of the proposed fee and/or rates with units so corrected and confirmed. If you fail to confirm your agreement to abide by the bid with units so corrected in writing by a specified deadline, your T&F Proposals will be invalidated.

15. Your attention is drawn to the requirement of submitting manning schedules of various disciplines including lead consultancy and sub-consultancies (if any) under the [six]* categories of staff as stated in the “Conditions for Submission of Technical and Fee Proposals” at **Attachment IV** and the “Guidelines on the Preparation of Technical Proposal” at **Attachment V** to this letter. If you do not submit the manning schedules for any one or more of the disciplines as required, your bid shall be considered as technically incompetent and shall not be considered further for this consultant selection exercise.

16. Your attention is drawn to the requirement to insert the percentage adjustment factors not exceeding the range of -30% to +30% for calculating the adjusted all-inclusive time charge rates for additional Services in respect of each category of staff specified in the prescribed Fee Proposal Proforma, which are essential for bid assessment purpose and the adjusted all-inclusive time charge rates will be used for payment of additional Services/management of the Consultants upon award of the Agreement. If you fail to put in any or all of these factors, the relevant factor(s) shall be corrected by deeming the factor(s) as zero. If the percentage adjustment factor(s) entered by the consultant on the first page of the Fee Proposal for calculating the adjusted all-inclusive time charge rates for additional Services for any or all of the categories of staff is higher than the upper limit of +30%, the relevant percentage adjustment factor(s) shall be corrected to such upper limit. If the percentage adjustment factor(s) entered by the consultant on the first page of the Fee Proposal for calculating the adjusted all-inclusive time charge rates for additional Services for any or all of the categories of staff is lower than the lower limit of -30%, the relevant percentage adjustment factor(s) shall be corrected to such lower limit. We will seek confirmation from you to abide by the bid with the relevant factor(s) so corrected for calculating the adjusted all-inclusive time charge rates for bid assessment purpose and for payment of additional Services/management of the Consultants upon award of the Assignment. If you confirm your agreement to abide by the bid with the factor(s) so proposed and/or corrected, the combined score assessment of Technical and Fee Proposals would then be completed in the prescribed manner in accordance with DEVB TC(W) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Attachement XVII** to this letter on the basis of the proposed fee and/or factors with such factor(s) so corrected and confirmed. If you fail to confirm your agreement to abide by the bid with the factor(s) so proposed and/or corrected in writing by a specified deadline, your bid shall not be considered further for this consultant selection exercise. You should also refer to the Conditions for Submission of Technical and Fee Proposals at **Attachment IV** and the Guidelines on the Preparation of Fee Proposal at **Attachment VI** for the details.

17. The names of the consultants invited to make submissions are enclosed at **Attachment VII** to this letter. *If appointed, you will act as the lead *Architectural/ Building Services/ Structural Engineering consultant under the captioned Agreement and you are required to team up with one *Architectural/ Building Services/ Structural Engineering/ Landscape Architectural / Building Surveying consultant in the list of consultants attached at **Attachment VIII** as your sub-consultants if you are not on the List of Consultants of AACSB for the *Architectural/ Building Services/ Structural Engineering/ Landscape Architectural/ Building Surveying category maintained by the Employer.

18. You must ensure that you / and your sub-consultants* are eligible under the listing status at the time of submission. Failure to comply with this requirement will lead to invalidation of your submission.
19. (a) No consultants are permitted to submit more than one bid for the same agreement. For the avoidance of doubt, consultants who submit a bid in their own name and a bid in the name of an un-incorporated joint venture/partnership (with the consultants concerned as a participant/partner) will be considered as having submitted two bids. Consultants (these must be consulting firms to be eligible for being considered for this consultant selection exercise) having linkages to each other, e.g. subsidiaries, parent or sister companies, are not allowed to bid on the same agreement. Only one firm among such consultants, as the case may be, should be allowed to submit T&F Proposals for a consultancy agreement. In your technical proposal, you are thus required to declare any linkage with other consultants on the above list. For the avoidance of doubt, if you have no linkage with any consultants on the above list, you are also required to declare the same in the technical proposal. The existence of a holding-subsidiary relationship shall be determined in accordance with the provisions in Sections 13 to 15 of the Companies Ordinance (Cap 622). “Sister companies” shall mean all companies which are subsidiaries of or otherwise belonging to the same holding company. Consultants having linkages should sort out among themselves before submitting any T&F Proposals.
- (b) For the purpose of this “no linkage” requirement, an academic institution and any separate entities/companies formed by the same academic institution or any of its current staff, or any two of such entities/companies (whether formed by the same staff or not), shall be regarded as “linked”. An academic institution, and all such entities/companies formed by it or any of its current staff (whether by the same staff or not), shall be allowed to submit only one set of T&F Proposals for the same consultancy agreement. You are also required to declare any such linkage with other consultants on the above list, if applicable. An entity/company is regarded as formed by the academic institution or its staff if the latter is a partner/shareholder or a director of the former, whether or not the latter is a founding partner/subscriber when the entity/company was formed.
- (c) Failure to observe this requirement shall render all related T&F Proposals submitted null and void and any such submission shall not be considered.
- (d) For the avoidance of doubt, the “no linkage” rule does not apply to “linked” consulting firms (including academic institutions) who bid as sub-consultants only for an agreement.

20. The Government has no objection:

(a) to any consultant or its associate or associated person lodging one submission to act as a consultant and concurrently proposing to act as a sub-consultant to another bidding consultant in this consultant selection exercise; or

(b) to different and unconnected consultants proposing to engage the same sub-consultant(s) or its/their associate(s) or associated person(s) in this consultant selection exercise.

PROVIDED that:

(a) all the relevant circumstances are disclosed in the submissions; and

(b) where any consultant or its associate or associated person lodges one submission to act as a consultant and concurrently proposes to act as a sub-consultant of another consultant in the submission of that other consultant, the first-mentioned consultant or its associate or associated person shall confirm in its submissions as the consultant and as the sub-consultant that no confidential information, confidentiality restrictions or restraints of trade or business have been contravened in lodging the submissions; and

(c) where any consultant proposes to act as a sub-consultant of more than one bidding consultant, it shall confirm in the submissions of all of those bidding consultants that no confidential information, confidentiality restrictions or restraints of trade or business have been contravened in lodging the submissions.

Therefore, you and your sub-consultant(s) are required to confirm that no confidential information, confidentiality restrictions and restraints of trade or business have been contravened in lodging the submissions in which the main consultant and/or sub-consultant may be in common or affiliated with the sub-consultant of another bidder.

21. The total score awarded to each bidder for technical merit, together with the *Lump Sum/Time Charge/Percentage* Fee, the adjusted notional value for additional Services, the notional resident site staff charges / the notional resident site staff on-cost charges* proposed by each bidder and the fee quality scores, will be made known to those, and only those, consultants making submissions and of which their Technical and Fee Proposals have been completely assessed in the combined score assessment after the completion of this consultant selection exercise. You will be deemed to agree to the disclosure of the above-mentioned information of your bid to the other relevant bidders. The names of consultants will not be disclosed when informing each consultant of the technical scores, fees and fee quality scores.

22. You are reminded of Government's policy on competitive selection. The Fee Proposal submitted should be your best price determined without reference to any other shortlisted consultants. **Failure to observe this condition will lead to invalidation of your T&F Proposals.**

23. Subject to the Government's right to reject bids which are considered to have been priced unreasonably low, the selection of consultants will be determined by applying the *Typical / Modified Formula Approach. Your Technical and Fee Proposals will be construed as a bid for this consultancy agreement and, unless under very special circumstances, there will be no fee negotiations.

24. The Government is not bound to accept any submission it may receive. In addition, the Government will reject bids which are considered to have been priced unreasonably low.

25. Upon completion of the assessment of the Technical Proposals, Fee Proposals of those consultants that are considered technically capable of undertaking this Consultancy Agreement will normally be opened and combined score assessment of Technical and Fee Proposals will be carried out in accordance with DEVB TC(W) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Attachement XVII** to this letter.

##26 Normally, there should be no limit on the number and value of AACSB consultancies that may be awarded to a consultant. However, in considering the acceptance of a bid for this consultancy, the Government will take account of all relevant circumstances including the consultants' capability in undertaking the consultancy. For the avoidance of doubt,

- (a) if the same consultant has scored the highest combined score in terms of technical, consultancy fee and fee quality and is being considered for nomination of appointment for the captioned Consultancy Agreement and for other consultancy agreement(s) within the [insert name of procuring department], and
- (b) the Assessment Panel identifies that there is overlapping of the consultant's proposed manpower resources in these agreements and considers that such overlapping will have an adverse effect on the consultant's performance in the captioned Consultancy Agreement and/or the other agreement(s),

the consultant will not be nominated for appointment for all of these consultancy agreements. The Government will be entitled to choose which of these consultancy agreements are to be given to the consultant. In this case, a scenario analysis will be conducted for the agreements concerned. In determining the combination of winners for awarding the Agreements, the scenario under which the total of the combined scores in the assessment of Technical and Fee Proposals is the highest will be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest, the scenario under which the total of the consultancy fees is the least to the Employer will then be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest and the total of the consultancy fees is the least to the Employer, the scenario under which the total of the technical scores is the highest will be considered as the basis for awarding the Agreements.

A worked example for the scenario analysis is given at **Attachement XV**.

[^{##} Paragraph 26 above shall be included in the invitation letter for T&F Proposals where no prior approval for the imposition of restriction of award have been obtained from AACSB, i.e. Paragraphs 27A and 27B are not applicable]

##27A. Your attention is drawn to the following special requirements applicable to the consultant selection exercises for Agreement No. *[Please state the agreement no.]* entitled “*[Please state the agreement title]*” and Agreement No. *[Please state the agreement no.]* entitled “*[Please state the agreement title]*”:

- (i) where a consultant firm ^{Note 1} attains the highest combined score ^{Note 2} in the assessment of Technical and Fee Proposals in only one Agreement, the consultant firm may be awarded that Agreement;
- (ii) where a consultant firm attains the highest combined score in the assessment of Technical and Fee Proposals in both Agreements:

that consultant firm may be awarded not more than one of the two Agreements;

- (a) the consultant firm(s) that attain(s) the second highest combined score in the assessment of Technical and Fee Proposals in any of the two Agreements may be considered for the award of that Agreement according to the principles set out in sub-paragraph (c) below; and
- (b) in determining the combination of winners for awarding the Agreements, the scenario under which the total of the combined scores ^{Note 3} in the assessment of Technical and Fee Proposals is the highest will be considered as the basis for awarding the Agreements. If, however, there are two scenarios under which the total of the combined scores is the highest, the scenario under which the total of the consultancy fees ^{Note 4} is the least to the Employer will then be considered as the basis for awarding the Agreements. If, however, there are two scenarios under which the total of the combined scores is the highest and the total of the consultancy fees is the least to the Employer, the scenario under which the total of the technical scores ^{Note 5} is the highest will be considered as the basis for awarding the Agreements.
- (iii) If you submit/have submitted Technical and Fee Proposals for both Agreements and subsequently withdraw/have withdrawn your submission for one of the Agreements, your submissions shall not be considered further for both Agreements.

Note 1: Provisions (i) to (ii) above also apply to joint ventures. A joint venture or a consultant firm that has any participation or shareholding in common with another joint venture or a consultant firm shall be regarded as being the same consultant firm for such joint venture(s) and consultant firm(s) for the purpose of consideration of provisions (i) to (ii) above.

Note 2: The combined score will be determined in accordance with paragraph 14 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Attachement XVII** to this letter.

- Note 3: The total of the combined scores is the sum of (i) the highest combined score in one of the Agreements and (ii) the second highest combined score in the other Agreement.
- Note 4: The consultancy fee will be determined in accordance with paragraph 21 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any). The total of the consultancy fees is the sum of (i) the consultancy fee of the consultant with the highest combined score in one of the Agreements and (ii) the consultancy fee of the consultant with the second highest combined score in the other Agreement.
- Note 5: The total of the technical scores is the sum of (i) the technical score of the consultant with the highest combined score in one of the Agreements and (ii) the technical score of the consultant with the second highest combined score in the other Agreement.

[## Paragraph 27A above shall be included in the invitation letter for T&F Proposals adopting pairing of consultant selection exercise. For incorporation of the special requirements for pairing of consultants selection exercise, the project offices should seek approval from Head of Department (HoD) for consultancy agreements with estimated lump sum fees not exceeding \$15 million or AACSB for consultancy agreements with estimated lump sum fees exceeding \$15 million prior to the invitation of EOI Submissions for two-stage selection process or the invitation of T&F Proposals for one-stage selection process.]

##27B. Your attention is drawn to the following special requirements applicable to the consultant selection exercises for Agreement No. *[Please state the agreement no.]* entitled "*[Please state the agreement title]*"; Agreement No. *[Please state the agreement no.]* entitled "*[Please state the agreement title]*"; and Agreement No. *[Please state the agreement no.]* entitled "*[Please state the agreement title]*":

The maximum number of Agreement that can be awarded to a consultant firm ^{Note 1} **is one** *[Guidance Note: This is an example for which three consultancy agreements will be awarded to three different consultants, i.e. a consultant will be awarded only one of these consultancy agreements.]*

- (i) where a consultant firm attains the highest combined score ^{Note 2} in the assessment of Technical and Fee Proposals in only one Agreement, the consultant firm may be awarded that Agreement;
- (ii) where a consultant firm attains the highest combined score in the assessment of Technical and Fee Proposals in more than one Agreements:
 - (a) that consultant firm may be awarded not more than one of the three Agreements;
 - (b) the consultant firm(s) that attain(s) the second highest combined score and the consultant firm(s) that attain(s) the third highest combined score, in the assessment of Technical and Fee Proposals in any of the three Agreements may be considered for the award of that Agreement according to the principles set out in sub-paragraph (c) below; and

(c) in determining the combination of winners for awarding the Agreements, the scenario under which the total of the combined scores ^{Note 3} in the assessment of Technical and Fee Proposals is the highest will be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest, the scenario under which the total of the consultancy fees ^{Note 4} is the least to the Employer will then be considered as the basis for awarding the Agreements. If, however, there are more than one scenario under which the total of the combined scores is the highest and the total of the consultancy fees is the least to the Employer, the scenario under which the total of the technical scores ^{Note 5} is the highest will be considered as the basis for awarding the Agreements.

(d) A worked example for the scenario analysis is given at **Attachment XV**.

(iii) If you submit/have submitted Technical and Fee Proposals for more than one of the three Agreements and subsequently withdraw/have withdrawn your submission for any one of the Agreements, your submissions shall not be considered further for all three Agreements.

Note 1: Provisions (i) to (ii) above also apply to joint ventures. A joint venture or a consultant firm that has any participation or shareholding in common with another joint venture or a consultant firm shall be regarded as being the same consultant firm for such joint venture(s) and consultant firm(s) for the purpose of consideration of provisions (i) to (ii) above.

Note 2: The combined score will be determined in accordance with paragraph 14 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any) with amendments as stated in **Attachement XVII** to this letter.

Note 3: Where a consulting firm has attained the highest combined score in the assessment of Technical and Fee Proposals in two Agreements, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements **and** (ii) the second highest combined score in the other Agreement **or** if there is no possible combination of the highest and the second highest combined score that does not infringe the award restriction set out in paragraph 27B(ii)(a) above, the third highest combined score in the other Agreement.

Where a consulting firm has attained the highest combined score in the assessment of Technical and Fee Proposals in all three Agreements, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements and (ii) the second highest combined score in the other two Agreements. If there is no possible combination of the highest and the second highest combined scores that does not infringe the award restriction set out in paragraph 27B(ii)(a) above, the total of the combined scores is the sum of (i) the highest combined score in one of the Agreements, (ii) the second highest combined score in one of the other Agreements, being an Agreement different from (i) and the third highest combined score in one of the other Agreements, being an Agreement different from (i) and (ii).

Note 4: The consultancy fee will be determined in accordance with paragraph 21 of Development Bureau Technical Circular (Works) No. 2/2016 and its subsequent updates (if any). The total of the consultancy fees is the sum of the consultancy fee of the consultants taken into account to calculate the total of the combined scores in accordance with Note 3 above.

Note 5: The total of the technical scores is the sum of the technical score of the consultants taken into account to calculate the total of the combined scores in accordance with Note 3 above.

[^{##} Paragraph 27B above shall be included in the invitation letter for T&F Proposals adopting restriction of award of consultancies in consultant selection exercise. For incorporation of the special requirements for restriction of award, the project offices should seek approval from AACSB prior to the invitation of EOI Submissions for two-stage selection process or the invitation of T&F Proposals for one-stage selection process.]

##27C. Notwithstanding the special arrangements set out in paragraph *27A or 27B above, please note that the Government does not bind itself to accept any bid irrespective of whether the bid has the highest combined score in the assessment of Technical and Fee Proposals in any of the Agreements.

[^{##} Paragraph 27C above shall be included in the invitation letter for T&F Proposals adopting pairing or restriction of award of consultancies in consultant selection exercise.]

28. Technical Proposals shall be submitted together with a statement of ISO 9000 Certification in accordance with the requirements in **Attachment IX**.

29. You are required to submit declaration for consultant's resident status. Please refer to **Attachment XII** for the provisions of retention of money payable to non-resident consultant for settlement of profits tax.

30. You are also required to declare any involvement or interest if it is considered by you to be in real or apparent conflict with the duties to be performed for this consultancy. An involvement or interest declared would be carefully considered but would not automatically bar you from being further considered in the selection process.

31. *[Insert the sentence in square brackets if applicable] [Please note that this invitation is made before the necessary funds for the consultancy have been approved. The Government reserves the right to cancel this selection exercise for not having the necessary funds approved or for any other reason, in which case you will accordingly be notified.]* It should be noted that the Government will not be responsible for the reimbursement of any costs incurred by you for the preparation of the submission.

32. Your attention is drawn to GCE 47 regarding the professional indemnity insurance requirement under the agreement. Please also refer to DEVB TCW No. 9/2007 for details of the above.

*33. To resolve queries and to ensure that the consultants are fully aware of the requirements of the agreement, and of the requirements for the technical proposal and fee proposal, a pre-submission meeting is scheduled as follows:- *[Guidance Note: Insert details of the pre-submission meeting below]*

Date:

Time:

Venue:

*33A Representatives from each consultant (attendees may include their sub-consultants) should be restricted to not more than [Insert number]. Please provide me with the details (name and post) of your representative(s), together with a list of queries that you prepare to ask in the pre-submission meeting by 12:00 noon on [Insert date].

[Guidance Note: Paragraph 33 and 33A shall be included in the invitation letter for technical and fee proposals if a pre-submission meeting is to be held. Re-number the subsequent paragraphs as appropriate.]

34. You are required to confirm that you agree to abide by your Technical and Fee Proposals for a period of ninety (90)¹ days from the due date for submission of Technical and Fee Proposals and it shall remain binding upon you and may be accepted at any time before the expiry of that period.

35. (a) Neither you nor any of your directors, employees, agents and sub-consultants shall offer or give any advantage, gratuity, bonus, discount, bribe or loan of any sort to any agent or employee of the Government in connection with this consultant selection exercise.
- (b) You are required to submit a Digitally Signed and witnessed undertaking on anti-collusion at **Attachment XIV**. For the avoidance of doubt, the said undertaking must be Digitally Signed by both you and your witness, save that your witness does not have to be a person authorised to sign Government contracts on your behalf. Failure to comply this paragraph may lead to invalidation of your submission. If you still fail to submit the Digitally Signed and witnessed undertaking by the given due date after being requested to do so, your submission will be invalidated.
- (c) Any breach of or non-compliance with paragraph 35(a) and/or the anti-collusion undertaking shall result in invalidation of your submission.
- (d) By submitting your submission, you undertake to indemnify and keep indemnified the Government against all losses, damages, costs and expenses arising out of or in relation to any breach of or non-compliance with paragraph 35(a) and/or the anti-collusion undertaking.
- (e) The rights of the Government under paragraphs 35(c) and 35(d) are in addition to and without prejudice to any other rights or remedies it has or may have against you.

36. Documents of unsuccessful consultants will be destroyed three months after the date the consultancy has been awarded and the Agreement signed.

37. If the Proposal is submitted by a joint venture, the rules stipulated in Section 3.24 of the AACSB Handbook shall be complied with. Any Proposal submitted by a joint venture in the form being not acceptable in accordance with Section 3.24 of the AACSB Handbook will not be considered. If a joint venture is formed by listed consultants with a non-listed consultant, the listed consultant in the joint venture should confirm that the non-listed consultant is technically capable for that part of the consultancy services it undertakes.

38. **If you have any comment/feedback on the payment schedule of the Schedule of Fees(, the notional Resident Site Staff (RSS) establishment together with the Schedule of Resident Site Staff Standards and Duties and the lines of command and hierarchy of different ranks of RSS)*, you are required to submit within three days from the date of this letter. Late submission will not be taken into consideration.**

[Note: If any comment/feedback is received from the consultants, Director's Representative shall notify the consultants his/her decisions and corresponding actions to be taken within three days upon the comment/feedback is received.]

39. Please note that a consultant who has requested for novation of consultancy agreements due to winding up of business pursuant to paragraph 6(ii) in ETWB TCW No. 3/2005 will not be awarded any further consultancy agreements or contracts. Similarly, bids submitted by consultants who engage such a consultant as a sub-consultant will not be considered.

*40. You are reminded that relevant sections of the Management Handbook for Direct Employment of Resident Site Staff by Consultants for Public Works Projects promulgated by the Development Bureau (Works Branch) or equivalent will form parts of the Special Conditions of Employment and the Brief of this consultancy agreement. This Handbook can be found in the link below:

https://www.devb.gov.hk/en/publications_and_press_releases/publications/standard_consultancy_document/index.html

41. Notwithstanding anything to the contrary in this invitation, the Government reserves the right to remove a consultant from the bidding exercise on the grounds that the consultant, or any of the consultants of the joint venture in the case of submission made by a joint venture, has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security, or otherwise the removal is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety.

42. You shall submit a Digitally Signed and witnessed confirmation for compliance with national security in the form set out in **Attachment XVI** attached to this letter. For the avoidance of doubt, the said letter must be Digitally Signed by both you and your witness, save that your witness does not have to be a person authorised to sign Government contracts/agreements on your behalf. *[Note to project office: inclusion of the Attachment to this letter is mandatory.]* Failure to comply with this paragraph may lead to invalidation of your submission. If you still fail to submit the Digitally Signed and witnessed confirmation by the given due date after being requested to do so, your submission will be invalidated.

43. In order to facilitate submission of tenders via e-TS(CS), the Government will set up a **help kiosk** with notebook computers and system support personnel at Room 1820, 18/F, West Wing, Central Government Offices, 2 Tim Mei Avenue, Tamar, Hong Kong for your use on the submission closing date (from 9 am to 12 noon). You may also make use of the help kiosk by appointment by giving one day's advance notice to the Employer via telephone no. *[insert number]*. The Government does not warrant the availability of the help kiosk or the accuracy, timeliness, usefulness and/or completeness of the service provided by the help kiosk. For **enquiries** on the use of the e-TS(CS), please contact our helpdesk hotline at 3997 1844, which is available from 9 am to 6 pm, Monday to Friday, excluding public holidays.

44. Please acknowledge receipt of the invitation documents including this letter and the Attachments by clicking the acknowledgement check box in the e-TS(CS) notwithstanding whether you make submission of proposals.

DR's Delegate : _____ (Name) _____ (Post) _____ (Tel. No.) _____ (Address)

Deadline for Submission : _____ (Time) _____ (Date)

Yours faithfully,

Assistant Director*/Project
Director* ()
for Director of Architectural Services

Encl. *[Note : The scope of consultancy services should be included in the Brief but **NOT** attached as an enclosure to this invitation letter.]*

* Delete/amend as appropriate

c.c. Secretary, AACSB (without enclosure) - 35/F., QGO

*All eligible sub-consultants as listed at Attachment VIII (w/o encl.) (Sub-consultants who are interested in the captioned Consultancy Agreement may request for an electronic copy of the draft Brief from the DR's Delegate.)

¹ The procurement department may set a longer validity period, depending on the nature and complexity of the consultancy assignment.

Attachments to the Letter of Invitation for Technical and Fee Proposals

Attachment I	-	List of Enquiry Documents
Attachment II	-	Licence Conditions for Electronic Invitation Package [EIP]
Attachment III	-	Requirements for Submission in Electronic Format
Attachment IIIA	-	Requirements for Submission of T&F Proposals in Hard Copy
Attachment IV	-	Conditions for Submission of Technical and Fee Proposals
Attachment V	-	Guidelines on the Preparation of Technical Proposal
Attachment VI	-	Guidelines on the Preparation of Fee Proposal
Attachment VII	-	List of Lead Consultants / Consultants* Invited for Submission of Technical and Fee Proposals
Attachment VIII	-	List of Sub-Consultants Eligible for Selection by Lead Consultants
Attachment IX	-	Requirements of ISO 9000 Certification
Attachment X	-	Templates to be Marked on the Returning Envelopes
Attachment XI	-	Layout Plan for Location of the AACSB Submission Box
Attachment XII	-	Retention of Money Payable to Non-resident Consultant for Settlement of Profits Tax
Attachment XIII	-	Fee Proposal Proforma
Attachment XIV	-	Letter of Anti-collusion Undertaking
Attachment XV	-	A Worked Example for Scenario Analysis to select the Least Overall Consultancy Fee to the Government
Attachment XVI	-	Letter of Confirmation for Compliance with National Security
Attachment XVII	-	Combined Score Assessment of Technical and Fee Proposals

List of Enquiry Documents

The Enquiry Documents contain the following documents:

- (a) General Conditions of Employment and Schedule of Fees
- (b) Special Conditions of Employment (if any)
- (c) Brief (including *Architectural/ Building Services/ Structural Engineering/ Landscape Architectural sub-consultants)
- (d) Fee Proposal Pro-forma, including the following parts:
 - (i) Part I - Summary Breakdown of Fee Among Work Stages of the Agreement
 - (ii) Part II - Breakdown of Fee for Individual Work Stage
 - (iii) Part III - Breakdown of Fee Among Disciplines
 - (iv) Part IV - Additional Services/Items Proposed for Consideration
 - (v) Part V - Manning Schedule and Time Charge Rates

LICENCE CONDITIONS FOR ELECTRONIC INVITATION PACKAGES

EIP Reference	
Issue Date	

1. This set of conditions may be cited as "Licence Conditions for Electronic Invitation Packages".
2. In these conditions, unless the context otherwise requires-
 - (a) "AACSB Handbook" means the Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants published by the Architectural and Associated Consultants Selection Board;
 - (b) "Editable File" means a file listed under the column "Editable File" in Schedule 2 hereto containing the editable version of the Invitation Document listed on the same row under the column "Invitation Document". "Editable" in the previous sentence means editable using mainstream computer applications for office automation and computer-aided drafting;
 - (c) "Electronic Invitation Package" (or "EIP") means the electronic files in Schedule 2 hereto;
 - (d) "Employer" means the Government of the Hong Kong Special Administrative Region;
 - (e) "Image File" means a file listed under the column "Image File" in Schedule 2 hereto containing the printed image of the Invitation Document listed on the same row under the column "Invitation Document";
 - (f) "Invitation" means the invitation in Schedule 1 hereto;
 - (g) "Invitation Document" means a document listed under the column "Invitation Document" in Schedule 2 hereto;
 - (h) "Licensee" means the person who uses the EIP and includes, if the person acts on behalf of another person, that other person;
 - (i) "Relevant File" means an electronic file that-
 - (i) is derived from duplication of any files in the EIP; or
 - (ii) contains any contents extracted from any files in the EIP;
 - (j) "Submission" means a submission that may be made by the Licensee in response to the Invitation;
 - (k) "Submission Closing Date" means the closing date for the Submission stipulated in Schedule 1 hereto;
 - (l) "Triggering Event" means one of the following events-
 - (i) The Licensee does not make a Submission by the Submission Closing Date;
 - (ii) The Licensee withdraws his Submission;
 - (iii) The Licensee receives a written notice from the Employer advising that-
 - (1) he is not included in the list of consultants to be invited to submit Technical and Fee Proposals in accordance with the AACSB Handbook; or
 - (2) he is not selected as consultant for the consultancy agreement in Schedule 1 hereto.
3. Words importing the singular only also include the plural and vice versa where the context requires. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

4. Subject to the provisions hereof, the Employer grants the Licensee, free of charge, a non-exclusive and revocable licence for using the EIP solely for the purpose of preparing the Submission. The Licensee shall not use the EIP for any other purpose. Save as aforesaid, all other rights in the EIP are reserved by the Employer.
5. Insofar as it is necessary for the purpose of preparing the Submission by the Licensee, the Licensee may license its agents, consultants or other persons appointed by him as sub-licensees to use the EIP, subject to the following conditions-
 - (a) The Licensee shall obtain from each sub-licensee an undertaking in writing that the sub-licensee shall not use the EIP for any purpose other than for the purpose of preparing the Submission;
 - (b) The Licensee shall be liable to the Employer for the breach of the undertaking referred to in sub-clause (a) of this Clause by the sub-licensees as if the breach were committed by the Licensee; and
 - (c) The Licensee shall not grant any sub-licensee the right to license other parties to use the EIP.
6. The licence for using the EIP shall expire within seven working days of the occurrence of a Triggering Event. On or before the expiration date of the licence, the Licensee shall-
 - (a) either destroy the Relevant Files in his possession or retain them as archives; and
 - (b) ensure that all sub-licensees have either destroyed the Relevant Files in their possession or retained these files for archive purpose.
7. Any files kept as archives pursuant to Clause 6 shall not be used for any other purposes.
8. The contents of the Editable File and Image File of an Invitation Document are intended to be identical. If there are discrepancies, the Image File shall prevail.
9. The Licensee hereby indemnifies the Employer against all losses, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Employer whether direct or consequential arising from a breach or breaches of any of the conditions herein contained.

Schedule 1 - Invitation

Agreement No.	
Agreement Title	
Department	Architectural Services Department
Type of submission	Technical & Fee Proposals
Submission Closing Date	

Schedule 2 – Electronic Invitation Package

Invitation Document	Version No.	Image File	Editable File
Covering Letter with Attachments, including the Licence Conditions in Attachment II and Proforma for Part I to V of Fee Proposal			
Cover and Content Memorandum of Agreement General Conditions of Employment Special Conditions of Employment Schedule of Fees Brief			
Supporting Information			

Requirements for Submission in Electronic Format

The following are the requirements for making submission in electronic format via the e-TS(CS).

1. In this Attachment, unless the context otherwise requires-
 - (a) **“Digitally Signed”**, in relation to a file, means that such file has been Digitally Signed in accordance with paragraph 4 in this Attachment.
 - (b) **“Editable File”** means a file in the EPP which is stored in file formats that are editable using mainstream computer applications for office automation and computer-aided drafting.
 - (c) **“Image File”** means a file in the EPP which is stored in file formats that capture the printed image of the document.
 - (d) **“Electronic Proposal Package”** (or **“EPP”**) means all files submitted by the bidder for this invitation via the e-TS(CS).
 - (e) **“ETO”** means the Electronic Transactions Ordinance (Cap. 553).
 - (f) **“Organisational e-Cert”** means a recognized certificate issued by a recognized certification authority to an organisation and which identifies a person who is duly authorised by the organisation to use the recognized certificate. “Recognized certificate” and “recognized certification authority” shall bear the meanings as assigned to them under the ETO.
 - (g) **“Registered User”** means a person who holds a valid account on the e-TS(CS).
2. The EPP shall be submitted via e-TS(CS) and shall contain a **“README.rtf”** file in its root directory prepared in rich text format. This file shall contain at least the following information:
 - (a) general guidance on the use of the files in the EPP (e.g. the file naming convention, directory structure of the submission, software name and version for viewing the file);
 - (b) a list of all files submitted in the EPP with brief description of the contents of the file.
 - (c) information on the proper setting for viewing, editing, and printing the electronic files, including, without limitations-
 - (i) the printer to be used for printing the files;
 - (ii) the paper sizes;
 - (iii) requirements for special fonts;

- (vi) any special printing instructions (e.g. the adjustment settings such as “shrink oversized pages to paper size”, “expand small pages to paper size”, etc. when printing PDF files); and
 - (v) software name and version for viewing the files.
 - (d) detailed instructions for viewing other type of electronic information or visualisation not covered in paragraph 5 of this Attachment.
3. During each upload, the maximum number of files and maximum file size that may be uploaded to each section of e-TS(CS) are set out in the table below. If the intended file(s) to be uploaded exceed the maximum number of files or maximum file size, the file(s) will not be successfully uploaded to e-TS(CS). The same restrictions apply for any subsequent uploads. Consultants should take note of such restrictions and organise their uploads accordingly. For the avoidance of doubt, there is no restriction on the total number of uploads that may be made by a consultant before the close of submission, nor on the total number of files so uploaded.

In case the bidder wishes to replace or supplement any file or a part of a file in the submitted T&F Proposals, the bidder must do so by re-submitting the **entire** Technical Proposal and / or Fee Proposal. If there are more than one submissions under the “Upload Technical Proposal” Section or the “Upload Fee Proposal” Section, the latest submission in that Section shall prevail and all previous submission in that Section will not be opened or considered.

Section of e-TS(CS)	Maximum number of file	Maximum file size in total
“Upload Technical Proposal”	10	1GB [note: each file size is limited to 500MB]
“Upload Fee Proposal”	1 [note: .zip file is not acceptable]	500MB

4. For the purpose of the Invitation Letter and this Attachment, a file is Digitally Signed if and only if it complies with the following conditions:
- (a) It is signed using a digital signature as defined in section 2 of the ETO by the person(s) who is/are authorised to sign Government contracts. A person is authorised to sign Government contracts if the person is acting in the following capacity:
 - i. if the consultant is a sole proprietorship, the sole proprietor;
 - ii. if the consultant is a partnership, a partner of the partnership;
 - iii. if the consultant is a body corporate, a person who is duly authorized by the consultant to sign Government contracts for and on behalf of the consultant;

- iv. if the consultant is an unincorporated joint venture, the sole proprietor, partner or authorized person, as the case may be, **of each and every of its participants**.

- (b) For the avoidance of doubt, a file submitted by an unincorporated joint venture must be Digitally Signed by **all of its participants**;
- (c) The digital signature is supported by an Organisational e-Cert issued to the consultant or (for unincorporated joint venture) its participants, which identifies the person(s) who signs the file as authorised user of the Organisational e-Cert;
- (d) The digital signature is generated within the validity of the Organisational e-Cert in accordance with section 6(2) of the ETO;
- (e) The digital signature is used in accordance with the terms of the Organisational e-Cert;
- (f) The digital signature is attached to the file in Public-key Cryptography Standards (PKCS#7) and (CAAdES) such that the signed file is in .p7s format; and
- (g) The Organisational e-Cert remains valid as at the earlier of (i) the date and time on which the file is submitted via the e-TS(CS); or (ii) the date and time on which the file is signed, if such information is generated in the form of a time stamp in the affixed digital signature.

5. (a) The following data formats shall be used for preparing the files in the EPP:

Type of File	Editable File	Image File
Text documents	Not Applicable	Portable Document Format (PDF)
Schedules (except the manning schedule in Technical Proposal) or documents in tabular form	Not Applicable	PDF
Manning schedule in Technical Proposal	Excel (.xls or .xlsx)	Not applicable
Drawings	Not Applicable	PDF
Slide presentation	Not Applicable	PDF
Building Information Modeling (BIM)	[note to project office: Insert as appropriate]	Not applicable

The data formats and associated versions of files to be adopted in the EPP should adhere to the latest OGCIO Interoperability Framework which can be downloaded from the OGCIO website:

https://www.ogcio.gov.hk/en/our_work/infrastructure/e_government/if/interoperability_framework.html

- (b) A file shall not contain any computer instructions, including but not limited to,
 - (i) computer viruses; and
 - (ii) macros, scripts and fields that depend on the execution environment and the execution of which will cause changes to the file itself or the information system displaying the electronic record in respect of the file.
- 6. As the conversion of drawing files to PDF format may slightly distort the scale of the drawing elements, line scales in both horizontal and vertical directions should be included in drawings files to enable correction factors to be made to compensate for distortion.
- 7. If other type of electronic information, for example, visualisation or modelling, not covered in paragraph 5 above is submitted with the EPP, software necessary for viewing the information shall be supplied with the submission. The software provided must be free of virus and can be run in mainstream PC under Windows operating environment. Necessary licence to use the software must be provided free of charge to the Government for viewing the information. Detailed instructions on setup, usage and removal of the software provided must be included in the EPP.
- 8. The account user or any sub-account user of a Registered User may use its password to login the e-TS(CS) and make the submission. The person who login to the e-TS(CS) may be different from the person who Digitally Signs the EPP.

Requirements for Submission of T&F Proposals in Hard Copy

1. General

1.1. If you wish to submit hard copy in addition to the electronic submission, you must deposit your T&F Proposals in the respective locations before the close of submission.

1.2. You should submit the Technical and Fee Proposals in two separate and sealed envelopes.

1.3. Both envelopes shall be marked on the face with the Subject of the Proposal, Agreement No., Consultancy Title and Name of Consultant, and addressed to the Chairman, *AACSB/DCSC, according to the templates as shown in **Attachment X** to this letter.

1.4. Both envelopes shall be placed in the AACSB Submission Box situated in the Lift Lobby of the 35th Floor of Queensway Government Offices, 66 Queensway, Hong Kong for the attention of the Chairman of the *AACSB/DCSC. Please refer to the Layout Plan at **Attachment XI** to this letter for the location of the AACSB Submission Box.

2. Technical Proposal

2.1. The Technical Proposal should comply with the conditions as stipulated in the **Conditions for Submission of Technical and Fee Proposals and Guidelines on Preparation of Technical Proposal**.

2.2. The Technical Proposal including the attachments shall be inexpensively bound and printed on both sides. For non-compliance with any formatting requirements specified in paragraph (2) in Part (A) of the **Conditions for Submission of Technical and Fee Proposals** (e.g. printing on both sides), [one mark] shall be deducted from the overall technical score.

3. Fee Proposal

3.1. The Fee Proposal should comply with the conditions as stipulated in the **Conditions for Submission of Technical and Fee Proposals and Guidelines on Preparation of Fee Proposal**.

Conditions for Submission of Technical and Fee Proposals

(WBTC No. 15/2001 and DEVB TC(W) No. 2/2016 has been subsumed under relevant sections of this Attachment which have been highlighted with double-lines right margins for indication. These sections should only be updated by Works Branch of Development Bureau.)

A. Technical Proposal

1. Manning Schedule (Without Charge Rates or Fees) to be Included in the Technical Proposal

Each consultant must provide information in the Technical Proposal on the manpower input for the Assignment. You are therefore required to state your proposed total manpower input under [six]^{##} categories of staff namely, [partners/directors, chief professional, senior professional, professional, assistant professional and technical staff]^{##} of the lead consultant and all other sub-consultants, if any, including (@)in terms of man-weeks and include a manning schedule in a bar-chart form, to show the manpower input of staff in the Technical Proposal. However, you should not provide any information in the Technical Proposal on charge rates or fees. The manning schedule shall be in A-3 size and shall be in a form same as the standardised format of manning schedule attached to this Attachment IV. The staff inserted in your proposed manpower input under each staff category should fulfill the corresponding minimum requirements specified in **Table 1** attached to this Attachment IV.

@ Insert names of disciplines of sub-consultants required

If there is any difference between your proposed total manpower input in the manning schedule and the total manpower input calculated from the quarterly breakdown in the manning schedule, the total manpower input calculated from the quarterly breakdown in the manning schedule shall prevail. We will seek confirmation from you to abide by the bid with the corrected total manpower input for bid assessment purpose and for management of the Consultants upon award of the Assignment. If you fail to confirm your agreement to abide by the bid with the total manpower input so corrected in writing by a specified deadline, your bid shall not be considered further for this consultant selection exercise.

2. The page set up of the Technical Proposal shall be:

- (a) limited to #4 / 6 pages in length, excluding the followings:
 - (i) the A3 sized manning schedule as mentioned in para. 1 above;
 - (ii) the curriculum vitae of core personnel (including those of sub-consultants, if any);
 - (iii) an organization chart of the project team as necessary;
 - *(iv) drawings [if specified in para. 3 below]; or
 - *(iv) ^{&&}unless otherwise stated, no specific design input, such as perspectives, models, three dimensional rendering or animation, axonometric, plans or elevations are to be submitted other than three A4 sheets of block plan, bubble diagrams and diagrammatic sections all to a scale of 1:500 or less [^{&&}Note: for architectural consultancies with no drawings to be submitted].

The page limit on curriculum vitae (CV) is [2] pages per staff. The total no. of figures/illustrations attached to Technical Proposals shall also be limited to [15] pages *while the block plan, bubble diagrams and diagrammatic sections are limited to 3 sheets in total.*

For submission in paper format, consultants may provide the staff CV in separate softcopy format.

[[#]*Guidance Note : 4 pages limit for Typical Formula Approach. 6 pages limit for Modified Formula Approach.*]

- (b) Technical Proposal including the attachments *and any block plan, bubble diagrams and diagrammatic sections* shall be inexpensively bound, printed on both sides and shall be of A4 size, except that the attached figures/illustrations which shall not exceed [A3] size;
- (c) minimum font size of 12 points Times New Roman or equivalent;
- (d) minimum margins : top and bottom margins taken together should not be less than 5cm total; left and right margins taken together should not be less than 6cm total.

(Note: Texts in italics are for reference only and should be omitted or suitably amended)

Please note that no attachments, except attachments mentioned in para. 2(a)(i) to 2(a)(iv) above, should be included in your submission.

For exceedance of the specified number of pages of technical proposals, appendices, figures/drawings/ illustrations and curriculum vitae, all the exceeded pages shall be discarded prior to the assessment. For non-compliance with the specified format, such as font size, margin, paper size, prescribed format of manning schedule, etc., 1 mark shall be deducted for non-compliance with the format.

- *3. Consultants are required to submit the following drawings together with the technical proposals: [*Guidance Note: Specify the drawings required in the submission of technical proposals.*]
- 4. Unless specified in this Attachment, consultants are not required to submit drawings together with the Technical Proposal. Drawings submitted but which have not been specified in the preceding paragraph shall be disregarded in the assessment of the Technical Proposal.
- 5. You shall refer to the Guidelines on the Preparation of Technical Proposal in **Attachment V** for the requirement of proposing of and specifying the employment status and current work commitment of core personnel in the Technical Proposal. Submission which fails to make the declaration as required on employment status and current work commitment of core personnel, or submission with such declaration but which is found out to be untrue, shall not be considered.

B. Fee Proposal

1. Manning Schedule (With Charge Rates and Fees) to be Included in the Fee Proposal

You are required to give a manning schedule (with charge rates and fees) of the lead consultant and all other sub-consultants, if any, in a bar-chart form, to show the time input of the proposed manpower under the [six]* categories of staff in the Fee Proposal. The Manning Schedule (with charge rates and fees) should be included in the Fee Proposal only and not in the Technical Proposal.

** 2. (a) The proposed lump sum fee on the first page of the Fee Proposal shall be equal to the total fee for staff and non-staff charges for all stages in the summary breakdown of lump sum fee. The information/data, in particular, the manpower input in the Fee Proposal, shall tally with the Technical Proposal.

(b) The adjusted all-inclusive time charge rates for additional Services which are calculated by multiplying the proposed percentage adjustment (being 100% plus the percentage adjustment factors which are not exceeding the range of -30% to +30%) and the all-inclusive time charge rates in the Fee Proposal Proforma, could be different from the staff charge rates indicated in the manning schedule at paragraph B(1) above.

(c) We will not accept Fee Proposal where the lump sum fee on the first page of the Fee Proposal is different from the total fee for the staff and non-staff charges for all stages in the summary breakdown of lump sum fee.

(d) Where the lump sum fee on the first page of the Fee Proposal is different from the total fee for the staff and non-staff charges for all stages in the summary breakdown of lump sum fee or the information/data, in particular, the manpower input in the Fee Proposal, does not tally with the Technical Proposal, you will be asked to rectify the discrepancy by correcting arithmetic errors or making adjustments to the unit charge rate or amending any information/data in the Fee Proposal to bring it in line with the Technical Proposal, where appropriate. If you fail to rectify the discrepancy within ___#___ days/weeks of the date of the request for rectification, your submission shall be disqualified and shall not be considered. You are not, however, allowed to make any adjustment to the lump sum fee, the percentage adjustment factors for calculating the adjusted all-inclusive time charge rates for additional Services and on-cost rates on the first page of the Fee Proposal (except for the necessary corrections of the percentage adjustment factors pursuant to paragraph 7 of the invitation letter).

*[Refer to Technical Reference No. 3 in **Appendix 36** for information.]*

3. Only one Fee Proposal covering the consultancy services for the whole Assignment will be considered. Breakdown of fee may be submitted as provided in Part I to Part III of the prescribed fee proforma. All other breakdowns and fee proposals covering part(s) of the Assignment shall be disregarded in the assessment.

4. In respect of the percentage adjustment factor for each staff category specified in the prescribed Fee Proposal Proforma for "additional Services", irrespective of the number of sub-consultancies that may be involved, only ONE percentage adjustment factor shall be inserted. Submissions which do not comply with this requirement shall not be considered.
5. In respect of each category of staff specified in the prescribed fee proforma for "Direct Employment / Deployment of Resident Site Staff", only ONE on-cost rate (for Direct Employment of Resident Site Staff) or ONE all inclusive rate (for Deployment of Resident Site Staff) shall be inserted. Submissions which do not comply with this requirement shall not be considered.
6. The notional number of man-hours for additional Services and the notional number of man-months for Resident Site Staff (if any) as specified in the prescribed fee proforma are pre-determined by the procuring department. Where any of the notional numbers as presented in the Fee Proposal submitted differs from the respective number specified in the prescribed fee proforma, such discrepancy shall be corrected by regarding the former as an inadvertent typographical error and the notional number concerned in the Fee Proposal submitted shall be automatically corrected to the corresponding number as per the prescribed fee proforma. For such correction, only the relevant notional number is to be so corrected, but not the rates as filled in by you in the Fee Proposal submitted. We will then seek confirmation from you to abide by the bid with the notional number so corrected. If you confirm your agreement to abide by the bid with the notional number corrected, the assessment of technical and fee proposals would then be completed in the prescribed manner in accordance with **Appendix 34** of the AACSB Handbook on the basis of the proposed fee and/or rates with the notional number so corrected and confirmed. If you fail to confirm your agreement to abide by the bid with the notional number so corrected in writing by a specified deadline, your bid shall not be considered further for this consultants selection exercise.
7. Your attention is drawn to the requirement to insert the percentage adjustment factors for calculating the adjusted all-inclusive time charge rate for additional Services and the on-cost rate or the all-inclusive rate for "Direct Employment/Deployment of Resident Site Staff" (if any), which information is essential for bid comparison purpose and for payment/management of the Consultants upon award of the Assignment. If a zero factor/rate is inserted for any or all of these factors or rates or you fail to put in any or all of these factors/rates, the relevant factor(s) /rate(s) shall be corrected by deeming the factor(s) /rate(s) as zero for bid comparison purpose and for payment/management of the Consultants upon award of the Assignment. We will then seek confirmation from you to abide by the bid with the relevant factor(s) /rate(s) so corrected. If you fail to confirm your agreement to abide by the bid with the factor(s)/rate(s) so corrected in writing by a specified deadline, **your bid shall not be considered further for this consultants selection exercise.**

* Delete/Amend as appropriate

** Only applicable to consultancy on lump sum fee basis

Insert the appropriate nos. of days or weeks

Attach the qualification and experience requirement. Only the qualification and experience obtained by the proposed staff on or before the original tender closing date shall be counted.

CONSULTANCY AGREEMENT No.

PROJECT TITLE	NAME OF CONSULTANT (P.W.P. No.
---------------	-----------------------------------

Submission of Technical Proposal

Indicative Manning Schedule in Man-weeks

Staff Category : Partners/Directors / Chief Professional / Senior Professional / Professional / Assistant Professional / Technical *

[illegible][illegible]

		2007	2008							20XX				20XX	Time Input (weeks)	%
Name	Position	Year Quarter	4	1	2	3	4	1	2	3	4	1				
Lead Consultant	Chan Tai Man, Simon	xxxxxxx	0.10	0.30	0.30	0.30	0.30	0.30	0.20	0.30	0.30	0.30	0.30	0.30	3.80	3.33
	Lee Man Lai, Mary	xxxxxxx	0.15	0.45	0.45	0.45									1.50	1.31
	xxxxxxx	xxxxxxx	0.20	2.20	3.00	3.00									8.40	7.36
	xxxxxxx	xxxxxxx	2.00	11.00	11.00	9.00	9.00	8.00	4.00	3.00	1.50	0.60	0.60	0.60	61.55	53.9
Sub-consultant (SE)																
	xxxxxxx	xxxxxxx	1.00	3.00	2.00	1.50	1.50	1.50							12.50	10.95
	xxxxxxx	xxxxxxx	1.50	4.50	4.00	3.00	3.00								16.00	14.02
Sub-consultant (Landscape)																
	xxxxxxx	xxxxxxx	0.20	0.40	0.30	0.30	0.30	0.30	0.20	0.30	0.30	0.30	0.30	0.30	4.00	3.50
	xxxxxxx	xxxxxxx	0.30	0.90	0.90			0.30	0.40	0.60	0.60	0.60	0.40		6.40	5.61
Totals			5.45	22.75	21.95	17.55	14.10	10.40	4.80	4.20	2.70	1.80	1.60	1.20	114.15	100.00

Note :

(a) Separate Sheets should be included for each staff category.

(b) The Staff Category (P/D, CP, SP, P, AP and T) shall refer to the six* categories defined in Table 1 attached to the Conditions of Submission of Technical and Fee Proposals.

* Delete/amend as appropriate

Key Dates

Approval of drawings	Dec 2007
Complete the tender drawings	Feb 2008
Return of tenders for the contract	Mar 2008
Commencement of the main contract	Jun 2008
Completion and hand-over of the contract	Dec 20XX
Finalisation of Accounts for the Contract	Mar 20XX

Table 1: Minimum Qualification and Experience Requirement of Each Staff Category for the Services:

Staff category	Route	Minimum academic / professional qualifications ^{Note 1}	Minimum experience requirement ^{Note 1}
Partners/ Directors (P/D)	<i>Professional Route</i>	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	<i>Professional Route</i>	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	<i>Academic Route</i>	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience
Senior Professional (SP) [For architectural discipline, please refer to Table 1A]	<i>Professional Route</i>	Corporate member of an appropriate professional institution or equivalent	5 years relevant post-professional qualification experience
	<i>Academic Route</i>	<i>University degree or equivalent in an appropriate discipline</i>	<ul style="list-style-type: none"> • 10 years relevant post-academic qualification experience <i>for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence</i> • 12 years relevant post-academic qualification experience <i>for other cases (see Note 2)</i>

Staff category	Route	Minimum academic / professional qualifications^{Note 1}	Minimum experience requirement^{Note 1}
Professional (P) [For architectural discipline, please refer to Table 1A]	<i>Professional Route</i>	Corporate member of an appropriate professional institution or equivalent	No additional requirement
	<i>Academic Route</i>	<i>University degree or equivalent in an appropriate discipline</i>	<ul style="list-style-type: none"> • 5 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence • 7 years relevant post-academic qualification experience for other cases (see Note 3)
Assistant Professional (AP)	<i>Academic Route</i>	University degree or equivalent in an appropriate discipline	No additional requirement
Technical (T)	<i>Academic Route</i>	Diploma or Higher Certificate or equivalent in an appropriate discipline	No additional requirement

[Guidance Notes:

- i. The lists above show the recommended categories of staff under DEVB TC(W) No. 2/2016 but are not meant to be exhaustive.*
- ii. The procuring department may consider including the minimum qualification requirements for staff under Partners/Directors category is to be a partner, or a company director who is a member of the Board with voting power at Board meetings if needed to suit the specific requirement of the project.*
- iii. The above minimum qualification and experience requirements are samples only. The procuring department shall establish the staffing requirement for the Services and additional Services being procured.]*

Note 1:

The requirement of “professional qualification” and the requirement of “qualification” for counting “post-professional qualification experience” should correspond with the qualifications of the relevant disciplines stated in Appendix 1 to the AACSB Handbook, where applicable.
[Note: Project teams shall consider the manpower and qualification of the staff required for their consultancies being procured and may delete this Note 1 if consider inappropriate.]

Note 2:

The weighted manpower input of Senior Professional (SP) for such cases shall not be more than 30% of the weighted manpower input of SP deployed for the consultancy services.

Note 3:

The weighted manpower input of Professional (P) for such cases shall not be more than 30% of the weighted manpower input of P deployed for the consultancy services.

Table 1A: Minimum Qualification and Experience Requirement of Senior Professional /Professional in Architectural Discipline for the Services

Staff Category	Route	Minimum Academic / Professional Qualifications	Minimum Experience Requirement
Senior Professional (SP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	5 years relevant post-professional qualification experience

Staff Category	Route	Minimum Academic / Professional Qualifications	Minimum Experience Requirement
	Overseas Professional Route	A holder of the professional registration by a national registration body with non-local Architectural Professionals Qualifications recognized by the HKIA	5 years relevant post-professional qualification experience (including 1 year relevant local experience) (See Note 4 and Note 6)
	Academic Route	University degree or equivalent in an appropriate discipline (See Note 7)	10 years relevant post-academic qualification experience (including 1 year relevant local experience) (See Note 4 and Note 6)
Professional (P)	Professional Route	Corporate member of an appropriate professional institution or equivalent	No additional requirement
	Overseas Professional Route	A holder of the professional registration by a national registration body with non-local Architectural Professionals Qualifications recognized by the HKIA	2 years relevant post-professional qualification experience (including 1 year relevant local experience) (See Note 5 and Note 6)
	Academic Route	University degree or equivalent in an appropriate discipline (See Note 7)	5 years relevant post-academic qualification experience (including 1 year relevant local experience) (See Note 5 and Note 6)

Note 4:

The weighted manpower input of (i) Senior Professional (SP) who obtained qualifications/experience through overseas professional route and (ii) SP who obtained qualifications/experience through academic route, shall not exceed 30% of the weighted manpower input of SP deployed for the consultancy services.

Note 5:

The weighted manpower input of (i) Professional (P) who obtained qualifications/ experience through overseas professional route and (ii) P who obtained qualifications/ experience through academic route, shall not exceed 30% of the weighted manpower input of P deployed for the consultancy services.

Note 6:

If the total number of SP or P proposed by consultants does not exceed 10, the maximum number of SP or P allowed for overseas professional route and /or academic route shall refer to the following table:

Total Number of SP or P Proposed by Consultants	Maximum Number of SP or P for Overseas Professional Route and/or Academic Route
1	0
2	0
3	1
4	1
5	1
6	2
7	2
8	2
9	3
10	3

Note 7:

For staff category of SP and P, “University Degree” refers to a Master’s Degree in Architectural Study accredited or recognized by the HKIA.

GUIDELINES ON THE PREPARATION OF TECHNICAL PROPOSAL

1. Format of Submissions

Consultants' attention is drawn to the checklist of all items required to be submitted in the Technical Proposal as set out in paragraph 5 below.

2. Staffing of Consultants

Consultants shall complete the standard form attached to this Attachment V for compliance with the following requirements:

- (a) Curriculum vitae of the proposed core personnel shall be submitted with the technical proposals.
- (b) Consultants shall indicate their proposed core personnel to be deployed by them or by their sub-consultants in this Assignment and shall declare the employment status of their proposed fulltime and non-fulltime core personnel / and those of their sub-consultants. For non-fulltime core personnel, consultants shall provide an undertaking signed by the non-fulltime core personnel confirming the percentage of time of their involvement if the Consultancy is awarded to the consultant concerned. Non-fulltime core personnel shall include, but not be limited to:
 - (1) freelance staff who serve other firms as independent consultants,
 - (2) fulltime staff who occasionally serve other firms as part-time staff, and
 - (3) staff who would be hired if the consultant was awarded the consultancy agreement.
- (c) Consultants shall **declare** the current work commitment of their proposed core personnel / and the core personnel proposed by their sub-consultants in ongoing AACSB consultancy agreements.
- (d) Consultants shall indicate the specific calendar weeks/months during which their named core personnel will NOT be available for the Consultancy.
- (e) For the purpose of preparing staffing proposal, “core personnel” shall mean those consultant’s staff such as project managers, partners in charge, project directors or specialists.

3. Assessment Criteria

The Technical Proposal shall be divided into sections and sub-sections under the main headings given below. *(Sub-sections shall be generally as described below, with variations to suit the type and nature of a particular project, and shall be specified in the invitation to submit Proposals.)*

Technical / Consultancy Fee / Fee Quality Weighting : *72% : 18% : 10% / *63% : 27% : 10%
/ *54% : 36% : 10%

Passing Mark : 50⁺

	Weighting*
(1) PAST PERFORMANCE (See Note 1)	_____ %
(a) Lead consultant's past performance	_____ %
#(b) Sub-consultants' past performance	_____ %
(2) CONSULTANT'S EXPERIENCE (See Note 2)	_____ %
(3) STAFFING	_____ %
To include sub-sections on -	
(a) staff organisation chart (See Note 7);	
(b) relevant experience and qualifications of core personnel (See Note 7a);	_____ %
(c) responsibilities and degree of involvement of named staff in the professional category or above (See Note 7b); and	_____ %
(d) adequacy of professional and technical manpower input. (See Note 3 & Note 9)	_____ %
multipliers for the degree of non-compliance for minor, medium and serious are __ @, __ @ and __ @ respectively. (@ to be filled in by the Assessment Panel)	
#(4) QUALITATIVE ASPECTS (FOR MODIFIED FORMULA APPROACH ONLY)	
(4.1) RESPONSE TO THE BRIEF	_____ %
To include sub-sections on -	
(a) understanding of objectives;	_____ %
(b) identification of key issues (See Note 4);	_____ %
(c) appreciation of project constraints/risks and special requirements (See Note 4); and	_____ %
(d) presentation of design approach and ideas (in regard to aspects such as general arrangement , layout, functionality, green measures, heritage conservation, aesthetics and overall appearance where appropriate).	_____ %

(4.2) APPROACH TO COST-EFFECTIVENESS AND SUSTAINABILITY _____%

To include sub-sections on -

- (a) examples and discussion of past projects to demonstrate the consultant's will, ability and physical measures to produce cost-effective, energy efficient and environmentally friendly solutions which are applicable to the project; and _____%
- (b) approach to achieve cost-effectiveness (including life-cycle costs vis-à-vis initial project cost), energy efficiency, environmental friendliness and green procurement* on this project. _____%

[Guidance Note: *Government's Green Procurement Policy

(extracted from

http://www.epd.gov.hk/epd/english/how_help/green_procure/green_procure.html)

As early as year 2000, the Government amended its procurement regulations to require bureaux and departments to take into account environmental considerations when procuring goods and services. Specifically, bureaux and departments are encouraged to avoid single-use disposable items, and purchase products:

- *with improved recyclability, high recycled content, reduced packing and greater durability;*
- *with greater energy efficiency;*
- *utilizing clean technology and/or clean fuels;*
- *which result in reduced water consumption;*
- *which emit fewer irritating or toxic substances during installation or use; or*
- *which result in smaller production of toxic substances, or of less toxic substance, upon disposal.]*

(4.3) METHODOLOGY AND WORK PROGRAMME

%

To include sub-sections on -

- | | |
|---|--------|
| (a) technical approach to enable delivery of the project practicably having regard to the reasonable time required and other technical constraints vis-à-vis the project requirements (including construction methods to facilitate mechanization, prefabrication and other productivity enhancements where appropriate, especially where they can reduce manpower demands of trades of acute labour shortage); | _____% |
| (b) health, safety and environmental issues to be addressed in delivering the project; | _____% |
| (c) work programme with highlights to demonstrate ways to expedite the programme where applicable, to deal with programme constraints and interfaces, and to level and reduce the resources peak; and | _____% |
| (d) arrangements for contract management and site supervision including a proposed system of monitoring site supervision. | _____% |

(4.4) INNOVATION AND CREATIVITY (See Note 5)

_____%

To include sub-sections on -

- | | |
|---|--------|
| (a) particular design aspects/issues/requirements (<i>as identified and specified by the department</i>); and | _____% |
| (b) particular construction aspects/issues/requirements (<i>as identified and specified by the department</i>). | _____% |

TOTAL _____
100%

(5)^ APPENDICES

- (a) Relevant projects completed in the past 5 years;
- (b) Manning Schedule of the lead consultant and all other sub-consultants, if any (without any indication of cost).
- (c) Brief curriculum vitae for core personnel (See Note 6a).

* To be completed by Project Team.

Delete as appropriate

+ Amend as appropriate. Prior approval by CAP should be sought if the standard passing mark of 50 is not used.

^ Re-number as appropriate when adoption of typical formula approach.

General Notes:

[Notes 1 to 7(b) to be included in these “Guidelines on the Preparation of Technical Proposals”]

[Note 9 for departments’ reference only in the preparation of these Guidelines]

Note 1

The consultant is not required to include any details regarding his past performance *and his sub-consultants' past performance* in the technical proposal and this criterion will be marked in accordance with section (B) (4) in Appendix B of DEVB TC(W) No. 2/2016.

Note 2

For attaining full mark (i.e. grade VG), a consultant shall possess experience in [5] or more relevant consultancy assignments in local or non-local building projects of similar scope and complexity and completed by the Consultant within [10] years on or before the date set for the close of submission of T&F Proposals or, if this has been extended, the extended date.

No. of relevant consultancies involved	Grade
[5] or more	VG
[3] to [4]	G
[1] to [2]	F
0	P

[Guidance Note: the procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

Note 3

Guidelines for the assessment of “Adequacy of professional and technical manpower input”

The marking of the “adequacy of professional and technical manpower input” attribute for each technical proposal shall be determined as follows:

Weighted total manpower input of the proposal as compared to the median weighted total manpower input (M_x)	Proportion of full mark to be given
≥ 1.0	1.0
> 0.6 and < 1.0	On sliding scale between 0.6 and 1.0
≤ 0.6	0.3

If the consultant’s proposed staff claimed to be in a particular staff category do not meet the minimum academic/professional qualifications and/or minimum experience requirements, the procedures set out in item 4, Appendix C of DEVB TC(W) No. 2/2016 should be followed. Where the information, together with clarifications from the consultant (if any), reveals non-compliance with the minimum academic/professional qualifications and/or minimum experience for one or more than one staff member, the “adequacy of professional and technical manpower input” attribute shall be adjusted by the Assessment Panel using the table below.

If the consultant does not input the staff category for any particular staff in the manning schedule of his technical proposal, the consultant may be approached, before the opening of the fee proposal, for clarification on the staff category for that particular staff, if any, input in the manning schedule of his fee proposal. In case the consultant clarifies that no staff category has been input for the staff in both technical and fee proposals, that particular staff shall be counted as non-compliance with the minimum academic/professional qualifications and/or minimum experience requirements for the purpose of assessment on this aspect only and the “adequacy of professional and technical manpower input” attribute shall be adjusted by the Assessment Panel using the table below. In determining the degree of non-compliance under this circumstance, the staff category and the academic/professional qualifications and/or experience of that particular staff shall be determined from the information in the curriculum vitae for named staff or the declaration to meet the minimum academic/professional qualifications and/or minimum experience requirements in the relevant staff categories for unnamed staff submitted in the technical proposal together with any clarification from the consultant on the factual information of the staff if appropriate.

Degree of non-compliance in the opinion of the Assessment Panel	Calculated Percentage = $B/A \times 100\%$ where A = Weighted total manpower input of the consultant B = Weighted manpower input of the proposed staff claimed to be in a particular staff category not meeting the minimum academic/professional qualifications and/or minimum experience requirements	Mark shall be multiplied by (exact multiplier to be decided by the Panel)
Minor	$> 0\% \text{ and } \leq (5\%^*)$	0.95 to 0.9
Medium	$> (5\%^*) \text{ and } < (10\%^*)$	0.9 to 0.8
Serious	$\geq (10\%^*)$	Below 0.8

*Note: * The procuring department may update the figures in brackets to suit the project specific circumstances.*

The adjustment shall not prevent the Assessment Panel from taking into account the discrepancy information in marking other aspects of the technical proposal.

The manpower input of a consultant is normally, prima facie, unacceptably low if the proportion of full mark given for the “adequacy of professional and technical manpower input” attribute is less than 0.6.

Note 4

For sub-sections (4.1)(b) and (4.1)(c), merits will be given to key/special issues, constraints/risks and requirements additional to those set out in the brief. If no additional key/special ones are identified and appreciated, a “Fair” grading at most should be given.

Note 5

The assessment of sub-section 4.4 will be based on incorporation of new concepts and innovative ideas (including innovative and creative applications of existing technologies, materials and systems).

Note 6

For exceedance of the page limits as prescribed in Attachment IV to the Letter of Invitation for Technical and Fee Proposals, all the exceeded pages shall be discarded prior to the assessment. One mark shall be deducted for non-compliance with the format as prescribed in Attachment IV to the Letter of Invitation for Technical and Fee Proposals.

Note 6a

For submission in paper format, consultants may provide the staff CV in separate softcopy format.

Note 7

The pre-set descriptions for the four different grades are follows:

Description	Grade
Very efficient and effective staff organization with strong teams of experts and professionals and comprehensive communication and collaboration platforms	VG
Efficient and effective staff organization with well-defined teams of experts and professionals and suitable communication and collaboration platforms	G
Fair staff organization showing reasonable teams of experts and professionals and communication and collaboration platforms	F
No information or a poor staff organization	P

Note 7(a)

For attaining “F” grade or above, a consultant shall provide the minimum number of core personnel who should possess the corresponding minimum qualification and experience as set out in Table 1 and Table 2 below. Same marks shall be allocated to the core personnel under the same designation.

If the number of core personnel proposed by the consultant for a particular designation is more than that specified in the invitation documents, the average marks per person attained by the core personnel for that particular designation would be adopted in tender assessment. If the number of core personnel proposed by the consultant for a particular designation is less than that specified in the invitation documents, the core personnel proposed will be marked based on the relevant selection criteria while the core personnel missing in the submission will be graded “P”.

Table 1: Requirements on Number, Qualification, Experience and Relevant Job Reference

[Guidance Note: Under normal circumstances, the following table(s) for core personnel shall be adopted.]

Core Personnel Designation	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route or academic route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

^ Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.*
- (ii) To add additional tables if required.*
- (iii) To elaborate “Relevant Job Reference” in view of the specific nature of the project where appropriate.*
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]*

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

[Guidance Note: Under special circumstances, the procuring department may, subject to the endorsement by the AD/PD or an officer at D2 rank or above, specify the requirements of post qualification experience above the minimum requirements for core personnel as set out in Table 2 below under “VG” and/or “G” grades in order to suit specific need of individual projects. The procuring department shall critically review to ensure that there is no over-specification on such requirements under “VG” and “G” grades. Tables A, B, C and D are provided below as examples.]

Table A

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table B

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table C

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional)	Not less than [5] projects	VG
	Not less than [15] years (professional)	Not less than [3] projects	G
	Not less than [12] years (professional)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table D

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional); or Not less than [23] years (academic)	Not less than [5] projects	VG
	Not less than [15] years (professional); or Not less than [20] years (academic)	Not less than [3] projects	G
	Not less than [12] years (professional); or Not less than [17] years (academic)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

^ Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.
- (ii) To add additional tables if required.
- (iii) To elaborate “Relevant Job Reference” in view of the specific nature of the project where appropriate.
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

The minimum requirements on qualification and experience of individual categories of staff are shown in Table 2 below. Only the qualification and experience obtained by the proposed staff on or before the date set for the close of submission of T&F proposals (or if it has been extended, the extended date) for this tender shall be counted.

Table 2: Minimum Requirements on Qualification and Experience

Staff category	Route	Minimum academic / professional qualifications	Minimum experience requirement
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience

[Guidance Note: Include other categories of staff if required.]

Note 7(b)

For attaining full mark (i.e. grade VG), a consultant shall propose at least [80%] of the weighted total manpower input to be named staff in the professional category or above (i.e. including staff category of Professional, Senior Professional, Chief Professional and Partners/Directors).

Degree of Involvement (X)	Grade
$X \geq [80]\%$	VG
$[60]\% \leq X < [80]\%$	G
$[40]\% \leq X < [60]\%$	F
$X < [40]\%$	P

where X is calculated by using the following formula:

Weighted manpower input of named staff in the professional category or above		
Weighted total manpower input	X	100%

[Guidance Note: the procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

Note 8

Not used.

Note 9

This sub-section should carry 7 – 12 % of the overall marks in design-focused disciplines and 10 – 15% of the overall marks in non-design-focused disciplines.

4. Assessment Panel

There are _____ marking members in the Assessment Panel. The members come from *[insert name of department(s) involved]*.

5. Checklist of Submissions

The following is a checklist of submissions required for the Technical Proposal:

- (a) Manning Schedule (Without Charge Rates or Fees) (Refer to #para. 15 of the invitation letter and #para. A1 of Attachment IV of the invitation letter).
- (b) Confirmation about confidentiality when lodging a submission in which sub-consultants are required (Refer to #para. 20 of the invitation letter).
- (c) ISO 9000 Certification (Refer to #para. 28 of the invitation letter).
- (d) Declaration of consultant's resident status (Refer to #para. 29 of the invitation letter).
- (e) Confirmation to abide by your Technical and Fee Proposals for the period specified in the invitation letter (Refer to #para. 34 of the invitation letter).
- (f) Drawings if specified (Refer to #para. A3 of Attachment IV of the invitation letter).
- (g) Consultant's declaration of staffing proposal –Form (a) (Refer to #para. 2 of Attachment V of the invitation letter).
- (h) Letter of Confirmation for Compliance with National Security (Refer to #para. 42 of the invitation letter).
- (i) Letter of anti-collusion undertaking (Refer to #para. 35 of the invitation letter).
- (j) For the Proposal submitted by a joint venture, a confirmation by the listed consultant that the non-listed consultant is technically capable for that part of the consultancy services it undertakes.
- (k) Any other items specified in the invitation document.

All cross references should be checked to ensure consistency

Consultant's Declaration of Staffing Proposal in Technical Submission

Consultancy Agreement No. :

Title:

- (a) We confirm that the following staff are core personnel to be deployed by us or our sub-consultants in this Assignment and the following information on our proposed **CORE PERSONNEL** / and those of our sub-consultants* is true:

No.	Name	HKID No.	Core Personnel Designation [e.g. Project Manager or Project Director or Team Leader]	Staff Category [e.g. P/D or CP or SP]	Fulltime/ Non-fulltime (F/N)	Current Work Commitment in Ongoing AACSB Consultancy Agreements	Calendar Weeks/Months During Which the Staff Will Not be Available	Degree of Involvement (For Non-fulltime Core Personnel ONLY)	
								% of Staff's Overall Working Time	Signature of Staff
1.									
2.									
3.									
4.									
5.									

(Name of the Consultant)

(Signature)

(Name and Post of the Signatory)

(Date).....

* Delete as appropriate

GUIDELINES ON THE PREPARATION OF FEE PROPOSAL

1. The Fee Proposal including Part I to Part V which are Annexed to the Fee Proposal should be completed in all respects appropriate to the Assignment using the pro-forma provided.
2. If the Proposal is being submitted by a Joint Venture, all participants in the Joint Venture must sign the Fee Proposal.
3. The Proposed Lump Sum Fee on the Fee Proposal shall be equal to the total of the Staff Charges and Non-Staff Charges for all stages in Part I.
4. The "Breakdown of Fee for various Works Stage" in Part II Annexed to the Fee Proposal shall be completed for each Works Stage covered by this consultancy.
5. The "Additional Services/Items Proposed for Consideration" in Part IV Annexed to the Fee Proposal will not be taken into account in comparing fees for the award of this consultancy.
6. The details of "Manning Schedule and Charge Rates" required in Part V shall be provided by using as many sheets as necessary if the consultancy lasts longer than 12 months or if more than 15 personnel are involved. It should be noted that the charge rates quoted must be all inclusive rates. This information is for checking that the consultant has fully accounted for the Services and has not made arithmetical errors. The rates shown will not be used for calculating payment for additional Services.
7. Time-Charge Rate for Additional Services
 - (a) The adjusted all-inclusive time charge rate for additional Services, which are calculated by multiplying the proposed percentage adjustment (being 100% plus the percentage adjustment factors which are not exceeding the range of -30% to +30%) and the all-inclusive time charge rates in the Fee Proposal Proforma, could be different from the staff charge rate indicated in the Manning Schedule (With Charge Rate and Fees) included in the Fee Proposal.
 - (b) The percentage adjustment factors entered in the Fee Proposal will be used for calculating the adjusted all-inclusive time charge rates for additional Services for payment for additional Services not covered by the Brief. In addition, the adjusted all-inclusive time charge rates for additional Services will be applied with the notional man-hours for additional Services to arrive at the "adjusted notional value for additional Services" to be used for fee comparison purposes. Please refer to the Schedule of Fees for details.

- (c) If the consultant fails to put in any or all of the percentage adjustment factors, the relevant factor(s) shall be corrected by deeming the factor(s) as zero. If the percentage adjustment factor(s) entered by the consultant on the first page of the Fee Proposal for calculating the adjusted all-inclusive time charge rates for additional Services for any or all of the categories of staff is higher than the upper limit of +30%, the relevant percentage adjustment factor(s) shall be corrected to such upper limit. If the percentage adjustment factor(s) entered by the consultant on the first page of the Fee Proposal for calculating the adjusted all-inclusive time charge rates for additional Services for any or all of the categories of staff is lower than the lower limit of -30%, the relevant percentage adjustment factor(s) shall be corrected to such lower limit. The consultant will be requested to confirm that it agrees to abide by the bid with the relevant factor(s) so corrected for calculating the adjusted all-inclusive time charge rates for bid assessment purpose and for payment of additional Services/management of the Consultants upon award of the Assignment. If the consultant fails to confirm his agreement to abide by the bid with the percentage adjustment factor(s) so corrected in writing by a specified deadline, **the consultant's submission shall not be considered further in the consultant selection exercise.**
8. The checking of the "Specified Percentage Range" requirement in accordance with the DEVB TC(W) No. 2/2016 is not required.
9. Rate for Direct Employment / Deployment of Resident Site Staff
- (a) *The all-inclusive rate per man-month for Deployment of Resident Site Staff / The on-cost rate per man-month for Direct employment of Resident Site Staff shall be taken into account in the assessment of the fee proposals submitted by various consultants.
- (b) Your attention is drawn to the coverage of the "on-cost rate" under Direct Employment of Resident Site Staff in the prescribed fee proforma. According to Section 4.11.1 of the Management Handbook for Direct Employment of Resident Site Staff ("RSS") by Consultants for Public Works Projects ("RSS Management Handbook") promulgated in DEVB TC(W) No. 7/2018, the "on-cost rate" shall cover all costs of the Consultant in respect of the service related to RSS, including but not limited to recruitment, employment, management, administration, temporary or permanent replacement, training (other than specified training courses), continuous professional development, professional indemnity insurance, employees' compensation insurance, overheads and profit, but exclude those reimbursable expenditures provided in Section 4.2 and 4.3 of the RSS Management Handbook, e.g. the actual salary and fringe benefits paid by the consultants.

10. Assessment of Technical and Fee Proposals by applying Formula Approach will be carried out in accordance with Appendix 34 of the AACSB Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants and any subsequent Circulars with amendments as stated in **Attachement XVII** to this letter.
11. If any queries arise about completion of the Fee Proposal, reference should be made to the DR's Delegate Mr./Ms. _____ (post) at Tel: _____ Fax: _____.
12. The consultant must submit the Fee Proposal in **electronic format via e-TS(CS)**. For detailed requirements, please refer to the invitation letter.

** Delete as appropriate*

INVITATION FOR TECHNICAL AND FEE PROPOSALS

Consultancy Agreement No. _____
(Agreement Title)

List of Lead Consultants / Consultants * Invited for Submission of Technical and Fee Proposals

1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

- N.B (a) * Delete whichever inappropriate
- (b) Please consult TS/1, ArchSD for the current status of consultants in each discipline who are eligible for invitation
- (c) Please insert the full name of the consultant

INVITATION FOR TECHNICAL AND FEE PROPOSALS

Consultancy Agreement No. _____
(Agreement Title)

List of Sub-consultants Eligible for Selection by Lead Consultants

(a) Architectural*

1 _____
2 _____
3 _____
:
:

(b) Building Services*

1 _____
2 _____
3 _____
:
:

(c) Building Surveying*

1 _____
2 _____
3 _____
:
:

(d) Landscape Architectural*

1 _____
2 _____
3 _____
:
:

(e) Structural Engineering*

1 _____
2 _____
3 _____
:
:

(f) Others (e.g. geotechnical engineering)*

1 _____
2 _____
3 _____
:

- N.B (a) * Delete whichever inappropriate
(b) Please consult TS/1, ArchSD for the current status of consultants in each discipline who are eligible for invitation
(c) Please insert the full name of the consultant

Requirements of ISO 9000 Certification

- (1) The consultant shall submit, together with its expression of interest/consultancy proposal*, a copy of its ISO 9001:2015 certificate acceptable to the Employer showing the scope of certification and a statement either:
 - (A) confirming that no area/aspect in the consultancy agreement which its quality system specifically excludes; or
 - (B) disclosing the areas/aspects in the consultancy agreement which its quality system specifically excludes.
- (2) Subject to the following paragraphs, submissions from consultants who have not obtained ISO 9001:2015 certification on or before the date of this invitation may not be considered.
- (3) If the consultant, due to circumstances beyond its control, has not obtained ISO 9001:2015 certification but a full review of the Quality Manual of its Hong Kong office has been carried out in Hong Kong by a certification body acceptable to the Employer and such Quality Manual has been confirmed by the certification body as being in conformity with the requirements of ISO 9001:2015 standard on or before the date of this invitation, the submission by the consultant will still be considered provided that the consultant shall undertake in writing if it is awarded the consultancy agreement, to book within three months of the award of the consultancy agreement, the date of audit for the ISO 9001:2015 certification with the certification body; with detailed documented quality system procedures ready at the time of booking. The booking of the audit shall be a condition precedent to the consultant's entitlement to any payment or any further payment of fees under the consultancy agreement.
- (4) If the consultant whose scope of certification excludes site activities service which is required to be provided by the consultant under the consultancy agreement, its submission will be considered to be non-conforming in respect of the certification requirements. If the consultant can prove to the satisfaction of [name of the department concerned] that such exclusion is due to circumstances beyond its control, the proposal may still be considered to be conforming in respect of the certification requirements provided that the consultant shall undertake in writing that if the consultant is awarded the consultancy agreement, it shall apply within three months of the award of the consultancy agreement to the certification body for revision of its current scope to cover site activities service; with detailed documented quality system procedures ready at the time of applying for revision. The submission of an application for revision of the scope of its ISO 9001:2015 certification to cover site activities service shall be a condition precedent to the consultant's entitlement to any payment or any further payment of fees under the consultancy agreement.

- (5) If the consultant is a joint venture, the consultant shall submit, together with its expression of interest/consultancy proposal*, a statement declaring that it shall implement the quality system of one of its participants or shareholders, and specifying which one. The reference to ISO 9001:2015 certificate, ISO 9001:2015 certification and Quality Manual referred to in (1) to (4) above shall refer to that of the specified participant or shareholder. The consultant shall also submit a copy of the written notification to the certification body of the specified participant or shareholder that the joint venture shall implement the quality system by the specified participant or shareholder and the written agreement of all participants, or as the case may be, shareholders of the joint venture that the activities of the joint venture shall be subject to the surveillance of the certification body.

* Delete whichever inappropriate

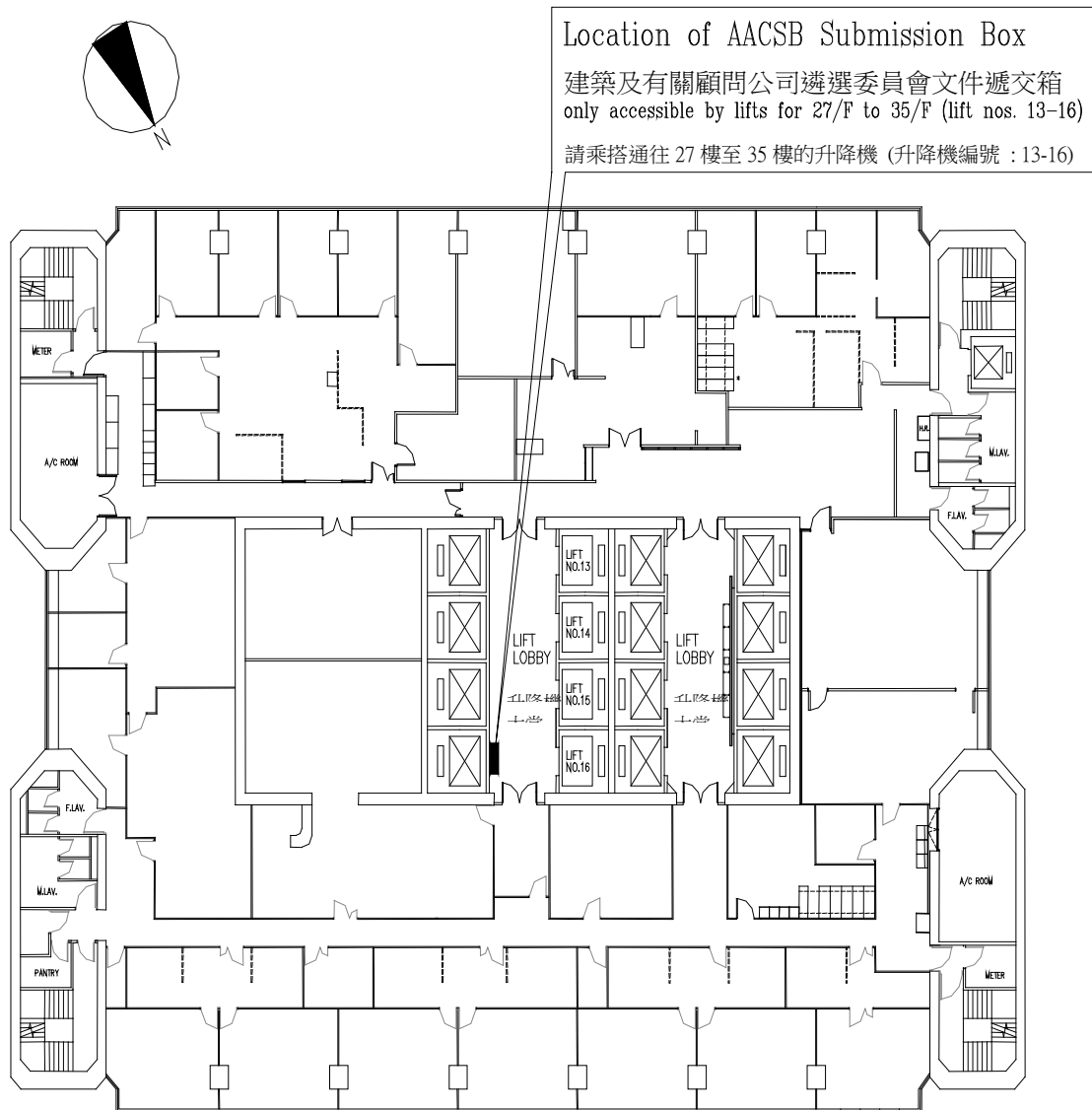
Templates to be marked on the returning envelopes

(a) Technical Proposal

RESTRICTED (CONTRACT)	
To:	Chairman, AACSB 35/F, Queensway Government Offices 66 Queensway Hong Kong
Re:	AACSB Technical Proposal for Agreement No.: _____ Title: _____ Submitted By: _____

(b) Fee Proposal

RESTRICTED (CONTRACT)	
To:	Chairman, AACSB 35/F, Queensway Government Offices 66 Queensway Hong Kong
Re:	AACSB Fee Proposal for Agreement No.: _____ Title: _____ Submitted By: _____



Layout Plan of ArchSD Hq. at 35/F, Queensway Government Offices
金鐘政府合署 35 樓建築署總部平面圖

Retention of Money Payable to Non-resident Consultant for Settlement of Profits Tax (ETWB TC(W) No. 34/2004 has been subsumed under this Attachment which should only be updated by Works Branch of Development Bureau.)

[Refer to Technical Reference No. 12 at Appendix 36 for background information.]

Please note that where the Consultant is a non-resident corporation or, where the Consultant is an unincorporated joint venture or partnership or sole proprietorship, any one of the participants or partners or the sole proprietor is a non-resident, the Government shall withhold a percentage equivalent to the prevailing Hong Kong Special Administrative Region (hereinafter referred to as Hong Kong) profits tax rate applicable to unincorporated and incorporated business at the time the services are rendered (For the details of the current profits tax rates, please refer to the website of the Inland Revenue Department www.ird.gov.hk) of any fee payable to the Consultant, whether by way of lump sum, instalments or discounted payments, but exclusive of any reimbursement of expenses, if any, in respect of the Services performed/provided in Hong Kong for the settlement of Hong Kong profits tax chargeable on the fee. Any balance representing the excess of fees so withheld in the basis period of the year of assessment over the Consultant's tax liability for that year will be returned to the Consultant without interest within a reasonable time upon final determination and settlement of his tax liabilities.

Where the Consultant is a non-resident corporation or, where the Consultant is an unincorporated joint venture or partnership or sole proprietorship, any one of the participants or partners or the sole proprietor is a non-resident, should he be awarded the consultancy, such data (including but not limited to his name, nature of engagement, consultancy period, consultancy fee, correspondence address (both local and overseas) and the amount of tax withheld) will be notified/provided to the Inland Revenue Department for tax assessment and collection purposes.

“Non-resident” means in the case of an individual, one who maintains a place of abode outside Hong Kong; and in the case of a corporation, one which is not incorporated in Hong Kong.

Consultant shall declare his resident status or the sole proprietor's resident status in his consultancy proposals. If the Consultant is an unincorporated joint venture or partnership, the Consultant must declare the resident status of each and every participant or partner thereof. A sample declaration letter is attached hereafter.

Sample Declaration Letter
Consultancy for the provision of Services for Project

(ETWB TC(W) No. 34/2004 has been subsumed under this Attachment which should only be updated by Works Branch of Development Bureau.)

[Refer to Technical Reference No. 12 at Appendix 36 for background information.]

Agreement No. [XX]

[Agreement Title]

To: The Government of the HKSAR

¹We declare that we are Hong Kong Resident / Non-resident [please delete where inappropriate] having regard to the definition of “Non-resident” in Attachment XII of the Invitation Letter for consultancy proposal in respect of the Project.

Or

²We declare that our sole proprietor is a Hong Kong Resident / Non-resident [please delete where inappropriate] having regard to the definition of “Non-resident” in Attachment XII of the Invitation Letter for consultancy proposal in respect of the Project.

Or

³We declare that the participants/partners of the Consultants’ unincorporated joint venture/partnership are all Hong Kong Residents having regard to the definition of “Non-resident” in Attachment XII of the Invitation Letter for consultancy proposal in respect of the Project.

Or

⁴ We declare that the following participants/partners in the Consultants’ unincorporated joint venture/partnership are Non-resident(s) having regard to the definition of “Non-resident” in Attachment XII of the Invitation Letter for consultancy proposal in respect of the Project, and the rest of the participants/partners are Hong Kong Residents:

¹ For use where the Consultant is an incorporated company.

² For use where the Consultant is a sole proprietorship.

³ For use where the Consultant is an unincorporated joint venture or partnership and all the participants/partners are Hong Kong Residents.

⁴ For use where the Consultant is an unincorporated joint venture or partnership and some but not all the participants/partners are Hong Kong Residents.

- 1.
- 2.
- 3.

Name of Consultant: _____

Signature of Person authorised to sign the Proposal: _____

Name in block letters: _____

Telephone number: _____

Date: _____

**Consultancy Agreement No. :
Fee Proposal**

**RESTRICTED (CONTRACT)
ARCHITECTURAL & ASSOCIATED CONSULTANTS SELECTION BOARD
FEE PROPOSAL**

To : Chairman AACSB+
Director of Architectural Services
35/F Queensway Government Offices
66 Queensway
Hong Kong

Consultancy Agreement No. :

Title :

We submit our Fee Proposal and the Annexes hereto. I/We confirm that technical proposals have been submitted under separate cover.

FEE BASIS : *Lump Sum/Time Charge/Percentage Fee
(Completed by the DR's Delegate)

TECHNICAL/CONSULTANCY FEE/FEE QUALITY WEIGHTING (ratio) : _____ / _____ / _____
(Completed by the DR's Delegate)

PROPOSED FEE # : HK\$ _____
(Completed by Consultant**)

ADDITIONAL SERVICES

Categories of Staff	@Notional Number of Man-Hours (Completed by the DR's Delegate)	All-Inclusive Time Charge Rates (HK\$/Man-Hour) (Completed by the DR's Delegate) ⁺⁺	Percentage Adjustment Factor (%) ^{<} (Completed by the Consultant ^{**})
&Partners/Directors			
&Chief Professional Staff			
&Senior Professional Staff			
&Professional Staff			
&Assistant Professional Staff			
&Technical Staff			

Consultancy Agreement No. : Fee Proposal

***DIRECT EMPLOYMENT OF RESIDENT SITE STAFF (RSS) OR GOVERNMENT STAFF POSTED TO THE CONSULTANT BY THE EMPLOYER**

(Refer to Clause ____ of the Brief)

- The Resident Site Staff (“RSS”) on-cost rates are:

Collective rank of RSS directly employed by the Consultant	RSS on-cost rate of each collective rank (\$/man-month) (Completed by Consultant**)
R2*	
R3*	
R4*	
R5*	

Collective rank of Government staff posted to the Consultant by the Employer	On-cost rate of each collective rank (\$/man-month) (Completed by Consultant**)
R8*	
R9*	
R10*	
R11*	

[Guidance Note: Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

- The notional numbers of man-months of collective ranks of RSS directly employed by the Consultant or Government staff posted to the Consultant by the Employer are listed in the table below. The RSS on-cost rates in the Fee Proposal will be applied with the notional numbers of man-months to arrive at the “notional RSS on-cost charges” to be used for purpose of the combined score assessment of Technical and Fee Proposals by adopting DEVB TC(W) No. 2/2016 and its subsequent updates (if any).

Collective rank of RSS directly employed by the Consultant	Notional number of man-months of each collective rank (man-month) <i>[Guidance Note: To be inserted by managing department before invitation of Technical and Fee Proposals]</i>
R2*	
R3*	
R4*	
R5*	

Consultancy Agreement No. : Fee Proposal

Collective rank of Government staff posted to the Consultant by the Employer	Notional number of man-months of each collective rank (man-month) <i>[Guidance Note: To be inserted by managing department before invitation of Technical and Fee Proposals]</i>
R8*	
R9*	
R10*	
R11*	
<i>(Guidance Note: Please provide the further breakdown of notional number of man-months for Government staff to be posted for "Design Training" and "Site Training" if appropriate)</i>	

[Guidance Note: Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

- The notional RSS establishment is given in **Attachment A**.
- The details of the collective ranks of RSS directly employed by the Consultant or Government staff posted to the Consultants by the Employer are in Clause SCE26 of the Special Conditions of Employment.

***DEPLOYMENT OF RESIDENT SITE STAFF (RSS)**

(See Clause ____ of the Schedule of Fees for the meaning of Deployment of RSS)

Categories of Staff	@ Notional Number of Man-Months (Completed by the DR's Delegate)	All-Inclusive Rates (HK\$/Man-Month) (Completed by Consultant**)
Professional Staff		
Technical Staff		
Clerical / General Staff		

Consultancy Agreement No. : Fee Proposal

Attachment A – Notional RSS Establishment

(I) Rank	(II) Posts in notional RSS establishment	(III) Number in notional RSS establishment	(IV) Notional number of man-months	(V) Collective rank of RSS directly employed by the Consultant
			(sub-total =)	R2*
			(sub-total =)	R3*
			(sub-total =)	R4*
			(sub-total =)	R5*

(I) Rank	(II) Posts in notional RSS establishment	(III) Number in notional RSS establishment	(IV) Notional number of man-months	(V) Collective rank of Government staff posted to the Consultant by the Employer
			(sub-total =)	R8*
			(sub-total =)	R9*
			(sub-total =)	R10*
			(sub-total =)	R11*

[Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

Consultancy Agreement No. : Fee Proposal

Signed : _____
Name : _____
for and on behalf of : _____
Date : _____

Encl.

Legend:

- @ Refer to DEVB TC(W) No. 2/2016 in determining the notional man-hours for additional Services before inviting Technical and Fee Proposals.
- # The Proposed Lump Sum Fee shall be **equal to** the total fee for the Staff and Non-Staff Charges for all stages in the summary breakdown of fee in Part I.
- + This Fee Proposal must be submitted in **duplicate** in a **sealed envelope** marked “AACSB Fee Proposal for Agreement No. _____, Submitted by _____ (Name of consultant) ”.
- < The percentage adjustment factors for additional Services shall not exceed the range of -30% to +30% and are subject to correction in accordance with paragraph [] **【Insert appropriate paragraph number】** of the Invitation Letter for Submission of Technical and Fee Proposals
- ++ To be inserted based on the latest set of all-inclusive time charge rates published by DEVB before invitation of Technical and Fee Proposals.
- * Delete as appropriate
- ** Refer to the attached Guidelines on the Preparation of this Fee Proposal
- & To be modified as appropriate

Part I

Consultancy Agreement No. _____

SUMMARY BREAKDOWN OF FEE AMONG WORKS STAGES OF THE AGREEMENT

1. Staff Charges

Consultancy Stage	Man-Weeks [#]					
	Partners / Directors	Chief Professional	Senior Professional	Professional	Assistant Professional	Technical
Stage 1 – Inception Feasibility/Brief Development						
Stage 2 – Outline Proposals & Sketch Design						
Stage 3 – Details Design						
Stage 4 – Documentation/Tendering						
Stage 5 – Construction Supervision						
Stage 6 – Post Handover Services						
Total						

Consultancy Stage	Fee (HK\$) [#]					
	Partners / Directors	Chief Professional	Senior Professional	Professional	Assistant Professional	Technical
Stage 1 – Inception Feasibility/Brief Development						
Stage 2 – Outline Proposals & Sketch Design						
Stage 3 – Details Design						
Stage 4 – Documentation/Tendering						
Stage 5 – Construction Supervision						
Stage 6 – Post Handover Services						
Total						

2. Non-Staff Charges

Consultancy Stage	Fee (HK\$)*
Stage 1 – Inception Feasibility/Brief Development	
Stage 2 – Outline Proposals & Sketch Design	
Stage 3 – Details Design	
Stage 4 – Documentation/Tendering	
Stage 5 – Construction Supervision	
Stage 6 – Post Handover Services	
Total	

-
- N.B. # The manpower input in this breakdown shall tally with the manpower input in the technical proposal as well as that in Part II.
- * The fees for Staff Charges and Non-Staff Charges for all stages shall be carried forward from Part II.

Part II

Consultancy Agreement No. _____

BREAKDOWN OF FEE FOR WORK STAGE: _____ *

1. Staff Charges

Discipline	Man-Weeks					
	Partners / Directors	Chief Professional	Senior Professional	Professional	Assistant Professional	Technical
Total						

Discipline	Fees (HK\$)					
	Partners / Directors	Chief Professional	Senior Professional	Professional	Assistant Professional	Technical
Total						

2. Non-Staff Charges

Item	Charge (HK\$)
Other Charges (please specify, if any):	
Total	

- * N.B. (a) A separate sheet must be included in the Fee Proforma issued to the shortlisted consultants for each Stage of the consultancy.
- (b) Use supplementary sheets as necessary

Part III

Consultancy Agreement No. _____

BREAKDOWN OF FEE AMONG DISCIPLINES

Description *	Name of Lead Consultant(s)/Sub-consultant(s)	Fee (HK\$)	% of Total
Total			100%

N.B. * To be completed by the DR's Delegate

Part IV

Consultancy Agreement No. _____

ADDITIONAL SERVICES/ITEMS PROPOSED FOR CONSIDERATION

No.	Description	Fee (HK\$)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

-
- N.B. (a) "Additional Services/Items Proposed for Consideration" will ***not*** be taken into consideration in the assessment of Fee Proposals.
(b) Use supplementary sheets as necessary.

Part V

Consultancy Agreement No. _____

Submission of Fee Proposal

MANNING SCHEDULE IN MAN-WEEKS (WITH CHARGE RATES AND FEES)

Staff Category : Partners/Directors / Chief Professional / Senior Professional / Professional / Assistant Professional / Technical *

No. of Month 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28

Name and Position	Year Quarter	20XX	20XX				20XX				20XX	Time Input (Weeks)	%	Weekly Charge Rate (HK\$)	Fee (HK\$)
		4	1	2	3	4	1	2	3	4	1				
Lead Consultant															
Sub-consultant(s)															
Totals															

- N.B. (a) Charge rates must be all inclusive rates.
 (b) **Separate sheets should be included for each staff category.**
 (c) Core personnel of the lead and sub-consultants* should be shown.
 (d) The Staff category (P/D, CP, SP, P, AP and T)* shall refer to the six* categories defined at Table 1 attached to the Conditions for Submission of Technical and Fee Proposals.

* Delete/amend as appropriate

To: The Government of the Hong Kong Special Administrative Region (“Government”)

Date: _____

Dear Sir/Madam,

Consultancy Agreement No. []

[Agreement Title]
Letter of Anti-collusion Undertaking

[I/We], [(Name of the consultant) of (Address of the consultant)]¹ refer to [my/our] Technical and Fee Proposals for the above Agreement.

*[I/We] confirm that, before *[I/we] sign this letter, *[I/we] have read and fully understand this letter.

*[I/We], represent and warrant that in relation to the Technical and Fee Proposals for the above Agreement:

- (i) *[I/We], other than the Excepted Communications referred to in the last paragraph of this letter, have not communicated and will not communicate to any person other than the Government the amount of the proposed fee in the Fee Proposal or any part thereof until *[I/we] have been notified by the Government of the outcome of the bidding exercise;
- (ii) *[I/We] have not fixed and will not fix the amount of the proposed fee in the Fee Proposal or any part thereof by arrangement with any person;
- (iii) *[I/We] have not made and will not make any arrangement with any person as to whether *[I/we] or that other person will or will not submit Technical and Fee Proposals; and
- (iv) *[I/We] have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the bidding process.

*[I/We] shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

In this letter, the expression “Excepted Communications” means *[my/our] communications in strict confidence with:

- (i) *[my/our] own insurers or brokers to obtain an insurance quotation for computation of the proposed fee in the Fee Proposal;
- (ii) *[my/our] sub-consultants to solicit their assistance in preparation of the Technical and Fee Proposals; and
- (iii) *[my/our] bankers in relation to financial resources for the Agreement.

Signed for and on behalf of [name of the consultant]
by [name and position of the signatory]²:

Name of Witness:

Signature of Witness:

Occupation:

[Guidance Notes:

*** Delete as appropriate.**

- 1. Where the consultant comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.**
- 2. Where the consultant comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorized to sign Government contracts on behalf of that person or as the case may be company.]**

A Worked Example for the Scenario Analysis to Select the Highest Total of the Combined Scores

[Guidance Note: This example is based on three consultancy agreements to be awarded to three different consultants, i.e. a consultant will be awarded only one of these consultancy agreements. Project officer shall amend this example where appropriate.]

Example 1 – One consultant gains the highest combined scores in two agreements and another consultant gains the highest combined score in the remaining agreement

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant C	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant B	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant A	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for Agreement I and Agreement II, and Consultant C gains the highest combined score for Agreement III. As Consultant C attains the highest combined score in only Agreement III, Agreement III will be awarded to Consultant C. Meanwhile, Agreement I and Agreement II cannot be both awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the two possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Total of Combined Scores
Combination 1			
Consultant	Consultant A	Consultant B	
Combined Score	100.00	89.00	189.00
Combination 2			
Consultant	Consultant B	Consultant A	
Combined Score	83.50	91.00	174.50

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant B and Consultant C respectively.

Example 2 – One consultant gains the highest combined scores in two agreements, and another consultant gains the highest combined score in the remaining agreement where this consultant gains the second highest combined scores in the other two agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant B	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant C	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for Agreement I and Agreement II, and Consultant B gains the highest combined score for Agreement III. As Consultant B attains the highest combined score in only Agreement III, Agreement III will be awarded to Consultant B. Meanwhile, Agreement I and Agreement II cannot be both awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) For Agreement I and Agreement II, although Consultant B gains the second highest combined score, as Consultant B will be awarded with Agreement III as stated above, and the maximum number of awarded agreements for each consultant is one only, Consultant B would not be further considered for award in Agreement I and Agreement II, and thus, the third highest ranked consultants in Agreement I and Agreement II would need to be taken into account. By taking into account the third highest ranked consultants, the two possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Total of Combined Scores
Combination 1			
Consultant	Consultant A	Consultant C	
Combined Score	100.00	83.50	183.50
Combination 2			
Consultant	Consultant C	Consultant A	
Combined Score	83.00	91.00	174.00

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant B respectively.

Example 3 – One consultant gains the highest combined scores in all agreements, and three different consultants gain the second highest combined scores in the agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant C	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant D	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant B	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant C	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the three possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1				
Consultant	Consultant A	Consultant C	Consultant D	
Combined Score	100.00	89.00	91.00	280.00
Combination 2				
Consultant	Consultant B	Consultant C	Consultant A	
Combined Score	83.50	89.00	97.00	269.50
Combination 3				
Consultant	Consultant B	Consultant A	Consultant D	
Combined Score	83.50	91.00	91.00	265.50

Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant D respectively.

Example 4 – One consultant gains the highest combined scores in all agreements, and one consultant gains the second highest combined scores in two agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant C	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant D	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant E	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant B	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) By taking into account the second highest ranked consultants, the three possible combinations of tenders are listed as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1				
Consultant	Consultant A	Consultant B	Consultant C	
Combined Score	100.00	89.00	91.00	280.00
Combination 2				
Consultant	Consultant B	Consultant B	Consultant A	
Combined Score	83.50	89.00	97.00	269.50
Combination 3				
Consultant	Consultant B	Consultant A	Consultant C	
Combined Score	83.50	91.00	91.00	265.50

Combination 2 would not be considered as the maximum number of awarded agreements for each consultant is only one. Combination 1, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant B and Consultant C respectively.

Example 5 – One consultant gains the highest combined scores in all agreements, and one consultant gains the second highest combined scores in all agreements

- (a) There are three agreements under consideration. The maximum number of agreement can be awarded to a consultant is one. The overall combined technical, consultancy fee and fee quality score (with 63% weighting for technical assessment, 27% weighting for consultancy fee and 10% weighting for fee quality) is used for tender evaluation. Five tenderers put in bid. The score sheet is listed as follows:

Agreement / Consultant	Estimated Total Fee	Weighted Consultancy Fee Score	Weighted Technical Score	Fee Quality Score	Combined Score	Overall Rank
		(27%)	(63%)	(10%)	[A]+[B]+[C]	
		[A]	[B]	[C]		
Agreement I						
Consultant A	\$5.0M	27.00	63.00	10.00	100.00	1
Consultant B	\$10.0M	13.50	60.00	10.00	83.50	2
Consultant C	\$7.5M	18.00	55.00	10.00	83.00	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement II						
Consultant A	\$7.5M	18.00	63.00	10.00	91.00	1
Consultant B	\$5.0M	27.00	52.00	10.00	89.00	2
Consultant C	\$10.0M	13.50	60.00	10.00	83.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5
Agreement III						
Consultant A	\$5.0M	27.00	60.00	10.00	97.00	1
Consultant B	\$7.5M	18.00	63.00	10.00	91.00	2
Consultant C	\$10.0M	13.50	58.00	10.00	81.50	3
Consultant D	\$20.0M	6.75	55.00	7.00	68.75	4
Consultant E	\$20.0M	6.75	50.00	7.00	63.75	5

Consultant A gains the highest combined score for all three agreements but all the three agreements cannot be awarded to Consultant A because the maximum number of awarded agreements for each consultant is one only.

- (b) If the second highest ranked consultants are taking into consideration, there is no combination that could fulfill the requirement that the maximum number of awarded agreements for each consultant is only one, as one consultant gains the second highest combined scores in all agreements. Thus, the third highest ranked consultants would need to be taken into consideration. By taking into account the third highest ranked consultants, the six possible combinations of tenders are illustrated as follows:

	Agreement I	Agreement II	Agreement III	Total of Combined Scores
Combination 1a				
Consultant	Consultant A	Consultant B	Consultant C	
Combined Score	100.00	89.00	81.50	270.50
Combination 1b				
Consultant	Consultant A	Consultant C	Consultant B	
Combined Score	100.00	83.50	91.00	274.50
Combination 2a				
Consultant	Consultant C	Consultant B	Consultant A	
Combined Score	83.00	89.00	97.00	269.00
Combination 2b				
Consultant	Consultant B	Consultant C	Consultant A	
Combined Score	83.50	83.50	97.00	264.00
Combination 3a				
Consultant	Consultant B	Consultant A	Consultant C	
Combined Score	83.50	91.00	81.50	256.00
Combination 3b				
Consultant	Consultant C	Consultant A	Consultant B	
Combined Score	83.00	91.00	91.00	265.00

Combination 1b, in which the number of agreement to be awarded to a consultant is not more than one, is the scenario under which the total of the combined scores is the highest.

- (c) Therefore, Agreement I, Agreement II and Agreement III will be awarded to Consultant A, Consultant C and Consultant B respectively.

Attachment XVI to the Invitation Letter – National Security

To: The Government of the Hong Kong Special Administrative Region
("Government")

Date: ____

Dear Sir/Madam,

Consultancy Agreement No. [_____] [Agreement Title]
Letter of Confirmation for Compliance with National Security

1. *[I/We], [(Name of the consultant) of (Address of the consultant)]¹, refer to *[my/our] submission for the above agreement.
2. *[I/We] confirm that, before *[I/we] sign this letter, *[I/we] have read and fully understand this letter and paragraphs [insert appropriate reference] in the invitation letter.
3. *[I/We], represent and warrant that *[I/we], have not engaged, *[am/are] not engaging and will not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security.
4. *[I/We] shall indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

Signed for and on behalf of [name of the consultant]
by [name and position of the signatory]²:

Name of Witness:

Signature of Witness:

Occupation:

- * Modify/Delete as appropriate.
- 1 Where the consultant comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
- 2 Where the consultant comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorised to sign Government contracts on behalf of that person or as the case may be company.

Combined Score Assessment of Technical and Fee Proposals

The combined score assessment of Technical and Fee Proposals will be carried out in accordance with DEVB TC(W) No. 2/2016 and their subsequent updates (if any) with amendments as shown below:

A. Revised Fee Diving Control Mechanism

1. Thresholds are set at 80% and 100% of the Median Consultancy Fee (Fx) which is the median of consultancy fees of all conforming bids and the pretender estimated consultancy fee worked out by the procuring department for that particular assignment.
2. If the consultancy fee of the bid being assessed falls between 0.8 Fx and 1.0 Fx (both inclusive), it will get the full weighted consultancy fee score.
3. If the consultancy fee of the bid being assessed is higher than 1.0 Fx but not 2.0 Fx, the assessment method of the weighted consultancy fee score will follow the formula below:

$$\text{Weighted Consultancy Fee Score} = \text{Specified weighting} \times \left(1 - \frac{\text{Fee of bid being assessed} - Fx}{Fx} \right)$$

4. If the consultancy fee of the bid being assessed is higher than 2.0 Fx, the weighted consultancy fee score will be zero.
5. If the consultancy fee of the bid being assessed is less than 0.8 Fx, the assessment method of the weighted consultancy fee score will follow the formula below:

$$\text{Weighted Consultancy Fee Score} = \text{Specified weighting} \times \left(0.6 + 0.4 \times \frac{\text{Fee of bid being assessed}}{0.8 Fx} \right)$$

B. Calculation of Adjusted All-inclusive Time Charge Rates and Adjusted Notional Value for Additional Services

1. The consultants are required to provide on the first page of the Fee Proposal a set of percentage adjustment factors which will be used to calculate the adjusted all-inclusive time charge rates in accordance with paragraph 4 below for the additional Services under the Agreement.
2. The percentage adjustment factors input by the consultants shall not exceed the range of -30% to +30%.
3. The consultant shall not be allowed to make any change to the percentage adjustment factors on the first page of the Fee Proposal, except the corrections as provided below:
 - (i) Any percentage adjustment factor entered by the consultant on the first page of the Fee Proposal which is higher than the upper limit shall be corrected to the upper limit while any percentage adjustment factor entered by the consultant on the first page of the Fee Proposal which is lower than the lower limit shall be corrected to the lower limit.

- (ii) If the consultant fails to put in any or all of the percentage adjustment factors, the relevant percentage adjustment factors shall be corrected by deeming the factors as zero.
- (iii) The consultant will be requested to confirm that it agrees to abide by its bid with the percentage adjustment factors so corrected for calculating the adjusted all-inclusive time charge rates for bid assessment purpose and for payment of additional Services/management of the consultant upon award of the assignment. If the consultant fails to confirm its agreement to abide by its bid with the factors so corrected by specific deadline, the consultant's bid shall not be considered further.
4. The adjusted all-inclusive time charge rates for bid assessment purpose and for payment of additional Services/management of the consultant upon award of the assignment are calculated by using the formula below:

$$\begin{array}{l} \text{Adjusted all-} \\ \text{inclusive time} \\ \text{charge rates} \end{array} = \begin{array}{l} \text{Proposed} \\ \text{percentage} \\ \text{adjustment} \end{array} \times \begin{array}{l} \text{All-inclusive time} \\ \text{charge rates in the Fee} \\ \text{Proposal Proforma} \end{array} \quad \left[\right]$$

where the proposed percentage adjustment is calculated by 100% + percentage adjustment factor (with corrections if necessary) in the Fee Proposal.

5. For the purpose of assessment of the Fee Proposal (i.e. Weighted Consultancy Fee Score), a "consultancy fee" shall be calculated for by summing (a) the lump sum fee (comprising staff costs and non-staff costs), (b) the adjusted notional value for additional Services as calculated by using the formula below, and (c) if applicable, the notional resident site staff on-cost charges.

$$\begin{array}{l} \text{Adjusted} \\ \text{notional value} \\ \text{for additional} \\ \text{Services} \end{array} = \Sigma \left[\begin{array}{l} \text{Notional man-} \\ \text{hours for} \\ \text{additional} \\ \text{Services} \end{array} \times \begin{array}{l} \text{Proposed} \\ \text{percentage} \\ \text{adjustment} \end{array} \times \begin{array}{l} \text{All-inclusive time} \\ \text{charge rates in the Fee} \\ \text{Proposal Proforma} \end{array} \right]$$

where the proposed percentage adjustment is calculated by 100% + percentage adjustment factor (with corrections if necessary) in the Fee Proposal.

6. The checking of the "Specified Percentage Range" requirement in accordance with the DEVB TC(W) No. 2/2016 is not required.

***TYPICAL / MODIFIED FORMULA APPROACH**
FOR THE SELECTION OF CONSULTANT FOR ARCHSD PROJECTS

**GUIDELINES ON THE ASSESSMENT AND MARKING
OF TECHNICAL PROPOSALS**

The following guidelines shall be followed when preparing a marking scheme for Technical Proposals:

1. The marks to be allocated to each section of the Technical Proposal shall be as indicated below and shall total 100% -

Assessment criteria	Marking System		
	Design-Focused Disciplines (i.e. Architectural, Building Services, Structural Engineering, Landscape Architectural, Building Surveying)		Non-Design-Focused Disciplines (i.e. Quantity Surveying)
	Typical Formula Approach	Modified Formula Approach ^(Note 1)	
Past Performance	40%	30%	60%
Experience	35%	25%	20%
Staffing	25%	25%	20%
Qualitative Aspects	N/A	20%	N/A

Note 1:

The Modified Formula Approach should be applied to Group 1 projects (buildings with high complexity) with low estimated project value (<\$50M) according to Appendix 34 of the AACSB Handbook. However, the respective ADs/PDs may adopt it for projects that require special design input e.g. projects with extensive landscaping works.

2. The department shall pre-determine :
 - (i) the composition of the Assessment Panel (disciplines and departments);
 - (ii) the weighting to be applied to each discipline represented on the Panel (the weighting of marks in an individual discipline shall be in proportion to the ratio of value of works and/or the nature and complexity of that discipline to the estimated project value and/or nature and complexity of the project);
 - (iii) the marks to be allocated to each section and sub-section of the Technical Proposal;
 - (iv) the estimated manpower input for the assignment with breakdown for each category of staff;

- (v) the weighting of staff composition for assessing the manpower proposals from consultants; and
- (vi) the degree of non-compliance with minimum academic/ professional qualifications and/or minimum experience and the associated multipliers to be applied for the assessment of the “adequacy of professional and technical manpower input”.

Details of item (ii), (iii) and (v) shall be subject to endorsement of the CAP, prior to inviting submissions.

3. Each Panel Member shall grade each section/sub-section, except the “past performance” section / sub-sections and the “adequacy of professional and technical manpower input” sub-section of the “staffing” section, as either 'very good', 'good', 'fair' or 'poor'. The marks that shall correspond to these grades are:

Grade	Marks (%)
Very Good	1.0 x Y
Good	0.8 x Y
Fair	0.6 x Y
Poor	0.3 x Y

where Y is the percentage mark allocated to the sub-section under consideration.

For selection criteria “Consultant’s Experience” and “Staffing” which adopt the “Full Mark Approach”, full marks should normally be given if the quantitative specifications set out by the Assessment Panel in paragraphs 4(a) to 4(d) below are able to be met as assessed by the Assessment Panel Members. For other selection criteria not adopting the “Full Mark Approach”, if the Brief or other relevant requirements are just fulfilled, a “fair” grading at most should normally be given.

The weighted marks of Assessment Panel Members shall then be accumulated to produce the final marks for each sub-section. Summation of all sub-section final marks will produce a total mark for the technical proposal. Normally, no passing mark shall need to be set for each section/sub-section.

(Note: Refer to Section 3.23 of the AACSB Handbook for rounding marks in tender evaluation.)

- *4. The following is an example of the sub-sections, numerical values and weightings that may be used when applying **Typical Formula Approach**:

<u>Section</u>	<u>Sub-section</u>	<u>Numerical Value (Y)</u>	<u>Weighting</u>
(1) Past performance			40%
	(i) Lead consultant's past performance	25	
	(ii) Sub-consultants' past performance	15	
(2) Consultant's Experience		35	35%
(3) Staffing			25%
	(i) Staff organization chart	3	
	(ii) Relevant experience and qualifications of core personnel	7	
	(iii) Responsibility and degree of involvement of named staff in the professional category or above	8	
	(iv) Adequacy of professional and technical manpower input	7	
	Multipliers for the degree of non-compliance for minor, medium and serious are __@, __@ and __@ respectively. (@ to be filled in by the Assessment Panel) (This sub-section should carry 7 - 12% of the overall marks in design-focused disciplines and 10 - 15% of the overall marks in non-design-focused disciplines.)		
		Total:	100%

Note: Weightings to all main sections should follow the standard weightings as stipulated in Appendix 34 of the AACSB Handbook, whereas weightings to the sub-sections are at the discretion of the project team.

* Delete as appropriate

- *4. The following is an example of the sub-sections, numerical values and weightings that may be used when applying **Modified Formula Approach**:

<u>Section</u>	<u>Sub-section</u>	<u>Numerical Value (Y)</u>	<u>Weighting</u>
(1) Past performance			30%
	(i) Lead consultant's past performance	20	
	(ii) Sub-consultants' past performance	10	
(2) Consultant's Experience		25	25%
(3) Staffing			25%
	(i) Staff organization chart	3	
	(ii) Relevant experience and qualifications of core personnel	7	
	(iii) Responsibility and degree of involvement of named staff in the professional category or above	8	
	(iv) Adequacy of professional and technical manpower input	7	
	Multipliers for the degree of non-compliance for minor, medium and serious are __@, __@ and __@ respectively. (@ to be filled in by the Assessment Panel) (This sub-section should carry 7 - 12% of the overall marks in design-focused disciplines and 10 - 15% of the overall marks in non-design-focused disciplines.)		
(4) Qualitative Aspects			20%
(4.1) Response to the Brief			6%
	(i) Understanding of Objectives	1	
	(ii) Identification of Key Issues	2	
	(iii) Appreciation of project constraints/risks and special requirements	1	
	(iv) Presentation of design approach and ideas (in regard to aspects such as general arrangement, layout, functionality, green measures, heritage conservation, aesthetics and overall appearance where appropriate)	2	
(4.2) Approach to Cost-Effectiveness and Sustainability			5%
	(i) Examples and discussion of past projects to demonstrate the consultant's will, ability and physical measures to produce cost-effective, energy efficient and environmentally friendly solutions which are applicable to the project; and	1	
	(ii) Approach to achieve cost-effectiveness (including life-cycle costs vis-à-vis initial project cost), energy efficiency and environmental friendliness on this project.	4	

(4.3) Methodology and Work Programme		5%
(i) Technical approach to enable delivery of the project practicably having regard to the reasonable time required and other technical constraints vis-à-vis the project requirements (including construction methods to facilitate mechanization, prefabrication and other productivity enhancements where appropriate, especially where they can reduce manpower demands of trades of acute labour shortage)	2	
(ii) Health, safety and environmental issues to be addressed in delivering the project	1	
(iii) Work programme with highlights to demonstrate ways to expedite the programme where applicable, to deal with programme constraints and interfaces, and to level and reduce resources peak	1	
(iv) Arrangements for contract management and site supervision including a proposed system of monitoring site supervision	1	
(4.4) Innovation and Creativity		4%
(i) particular design aspects/issues/requirements (as identified and specified by the department)	2	
(ii) particular construction aspects/issues/requirements (as identified and specified by the department)	2	
	Total:	<hr/> 100%

Note: Weightings to all main sections should follow the standard weightings as stipulated in Appendix 34 of the AACSB Handbook, whereas weightings to the sub-sections are at the discretion of the project team.

* Delete as appropriate

4(a). Guidelines for the assessment of “Consultant’s Experience”

For attaining full mark (i.e. grade VG), a consultant shall possess experience in [5] or more relevant consultancy assignments in local or non-local building projects of similar scope and complexity and completed by the Consultant within [10] years on or before the original or the extended Technical and Fee (“T&F”) Proposals submission closing date.

No. of relevant consultancies involved	Grade
[5] or more	VG
[3] to [4]	G
[1] to [2]	F
0	P

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

4(b). Guidelines for the assessment of “Staff organization chart”

The pre-set descriptions for the four different grades are follows:

Description	Grade
Very efficient and effective staff organization with strong teams of experts and professionals and comprehensive communication and collaboration platforms	VG
Efficient and effective staff organization with well-defined teams of experts and professionals and suitable communication and collaboration platforms	G
Fair staff organization showing reasonable teams of experts and professionals and communication and collaboration platforms	F
No information or a poor staff organization	P

4(c). Guidelines for the assessment of “Relevant experience and qualifications of core personnel”

For attaining “F” grade or above, a consultant shall provide the minimum number of core personnel who should possess the corresponding minimum qualification and experience as set out in Table 1 and Table 2 below. Same marks shall be allocated to the core personnel under the same designation.

If the number of core personnel proposed by the consultant for a particular designation is more than that specified in the invitation documents, the average marks per person attained by the core personnel for that particular designation would be adopted in tender assessment. If the number of core personnel proposed by the consultant for a particular designation is less than that specified in the invitation documents, the core personnel proposed will be marked based on the relevant selection criteria while the core personnel missing in the submission will be graded “P”.

Table 1: Requirements on Number, Qualification, Experience and Relevant Job Reference

[Guidance Note: Under normal circumstances, the following table(s) for core personnel shall be adopted.]

Core Personnel Designation	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

Core Personnel Designation	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below (professional route or academic route)	Not less than [5] projects	VG
	Not less than [3] projects	G
	Not less than [1] projects	F
Fail to provide the minimum number of core personnel or meet the standard stated above		P

[^] Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.*
- (ii) To add additional tables if required.*
- (iii) To elaborate "Relevant Job Reference" in view of the specific nature of the project where appropriate.*
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]*

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

[Guidance Note: Under special circumstances, the procuring department may, subject to the endorsement by the AD/PD or an officer at D2 rank or above, specify the requirements of post qualification experience above the minimum requirements for core personnel as set out in Table 2 below under “VG” and/or “G” grades in order to suit specific need of individual projects. The procuring department shall critically review to ensure that there is no over-specification on such requirements under “VG” and “G” grades. Tables A, B, C and D are provided below as examples.]

Table A

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Director] (Mark: XX%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table B

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Project Manager] (Mark: YY%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [P/D] category set out in Table 2 below	Not less than [20] years	Not less than [5] projects	VG
	Not less than [18] years	Not less than [3] projects	G
	Not less than [15] years	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table C

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (A)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional)	Not less than [5] projects	VG
	Not less than [15] years (professional)	Not less than [3] projects	G
	Not less than [12] years (professional)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

Table D

Core Personnel Designation	Post Qualification Experience	Relevant Job Reference	Grade
[Team Leader (B)] (Mark: ZZ%) Minimum number of person: [1]^ Minimum requirements on qualification and experience of a [CP] category set out in Table 2 below	Not less than [18] years (professional); or Not less than [23] years (academic)	Not less than [5] projects	VG
	Not less than [15] years (professional); or Not less than [20] years (academic)	Not less than [3] projects	G
	Not less than [12] years (professional); or Not less than [17] years (academic)	Not less than [1] projects	F
	Fail to provide the minimum number of core personnel or meet the standard stated above		P

^ Any person employed or engaged by the consultant or a proposed sub-consultant may be nominated as core personnel.

[Guidance Note:

- (i) The sum of marks allocated to all core personnel shall be 100.*
- (ii) To add additional tables if required.*
- (iii) To elaborate “Relevant Job Reference” in view of the specific nature of the project where appropriate.*
- (iv) To review whether post qualification experience (academic) for core personnel is relevant. In particular, where there are professional institutions in the relevant discipline, it is less likely that post qualification experience (academic) may be relevant.]*

[Guidance Note: The procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

The minimum requirements on qualification and experience of individual categories of staff are shown in Table 2 below. Only the qualification and experience obtained by the proposed staff on or before the closing date of submission of Expression of Interest (or if it has been extended, the extended date) for this tender shall be counted.

Table 2: Minimum Requirements on Qualification and Experience

Staff category	Route	Minimum academic / professional qualifications	Minimum experience requirement
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience

[Guidance Note: Include other categories of staff if required.]

4(d). Guidelines for the assessment of “Responsibility and degree of involvement of named staff in the professional category or above”

For attaining full mark (i.e. grade VG), a consultant shall propose at least [80%] of the weighted total manpower input to be named staff in the professional category or above (i.e. including staff category of Professional, Senior Professional, Chief Professional and Partners/Directors).

Degree of Involvement (X)	Grade
$X \geq [80]\%$	VG
$[60]\% \leq X < [80]\%$	G
$[40]\% \leq X < [60]\%$	F
$X < [40]\%$	P

where X is calculated by using the following formula:

$$\frac{\text{Weighted manpower input of named staff in the professional category or above}}{\text{Weighted total manpower input}} \times 100\% = X$$

[Guidance Note: the procuring department should update the information in square brackets to suit specific project need as appropriate with the endorsement by the AD/PD or an officer of D2 rank or above.]

5. Guidelines for the assessment of “Adequacy of Professional and Technical manpower input”

The marking of the “adequacy of professional and technical manpower input” attribute for each technical proposal shall be determined as follows:

Weighted total manpower input of the proposal as compared to the median weighted total manpower input (M_x)	Proportion of full mark to be given
≥ 1.0	1.0
> 0.6 and < 1.0	On sliding scale between 0.6 and 1.0
≤ 0.6	0.3

If the consultant’s proposed staff claimed to be in a particular staff category do not meet the minimum academic/professional qualifications and/or minimum experience requirements, the procedures set out in item 4, Appendix C of DEVB TC(W) No. 2/2016 should be followed. Where the information, together with clarifications from the consultant (if any), reveals non-compliance with the minimum academic/professional qualifications and/or minimum experience for one or more than one staff member, the “adequacy of professional and technical manpower input” attribute shall be adjusted by the Assessment Panel using the table below.

If the consultant does not input the staff category for any particular staff in the manning schedule of his technical proposal, the consultant may be approached, before the opening of the fee proposal, for clarification on the staff category for that particular staff, if any, input in the manning schedule of his fee proposal. In case the consultant clarifies that no staff category has been input for the staff in both technical and fee proposals, that particular staff shall be counted as non-compliance with the minimum academic/professional qualifications and/or minimum experience requirements for the purpose of assessment on this aspect only and the “adequacy of professional and technical manpower input” attribute shall be adjusted by the Assessment Panel using the table below. In determining the degree of non-compliance under this circumstance, the staff category and the academic/professional qualifications and/or experience of that particular staff shall be determined from the information in the curriculum vitae for named staff or the declaration to meet the minimum academic/professional qualifications and/or minimum experience requirements in the relevant staff categories for unnamed staff submitted in the technical proposal together with any clarification from the consultant on the factual information of the staff if appropriate.

Degree of non-compliance in the opinion of the Assessment Panel	Calculated Percentage = $B/A \times 100\%$ where A = Weighted total manpower input of the consultant B = Weighted manpower input of the proposed staff claimed to be in a particular staff category not meeting the minimum academic/professional qualifications and/or minimum experience requirements	Mark shall be multiplied by (exact multiplier to be decided by the Panel)
Minor	$> 0\%$ and $\leq (5\%^*)$	0.95 to 0.9
Medium	$> (5\%^*)$ and $< (10\%^*)$	0.9 to 0.8
Serious	$\geq (10\%^*)$	Below 0.8

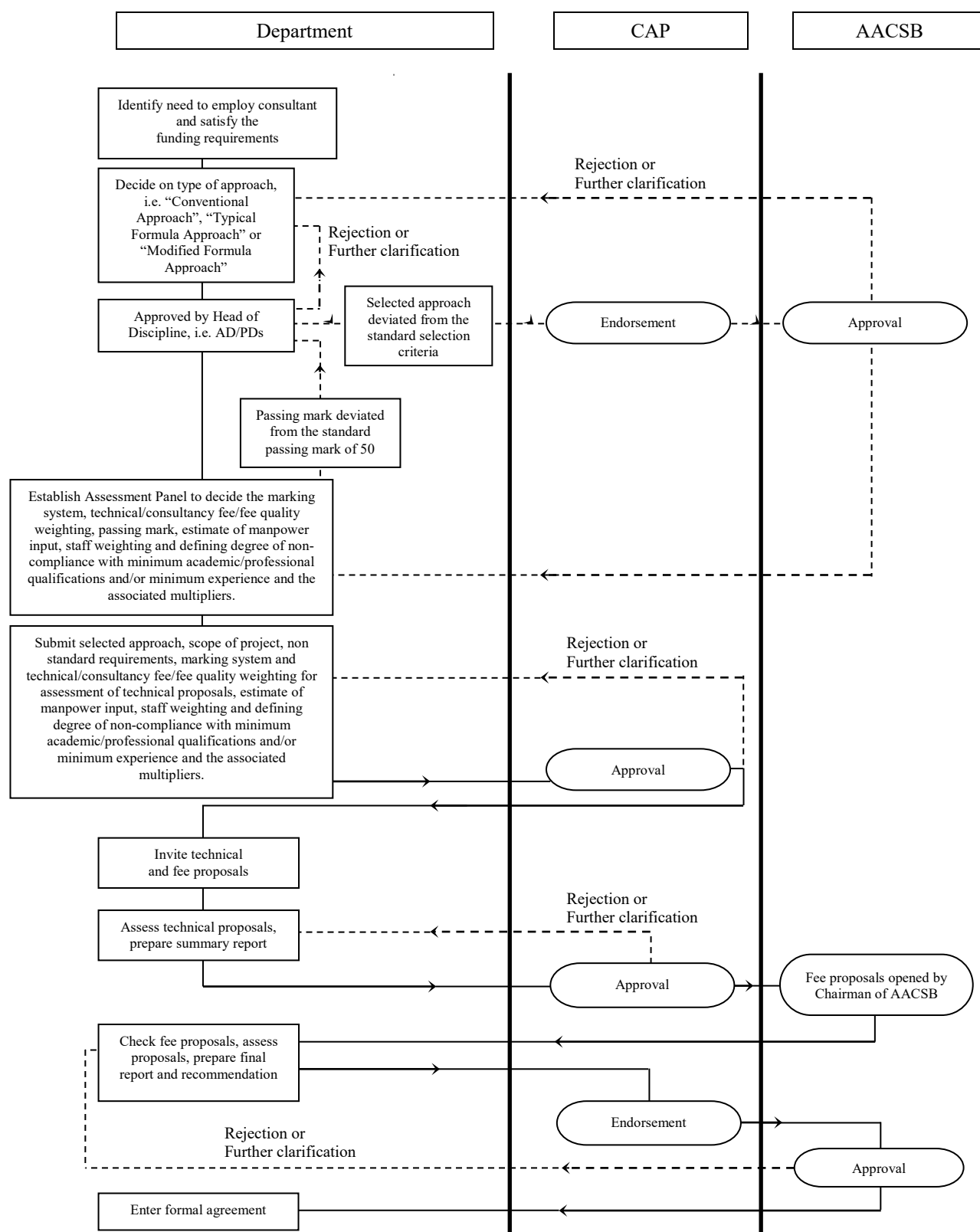
Note: * The procuring department may update the figures in brackets to suit the project specific circumstances.

The adjustment shall not prevent the Assessment Panel from taking into account the discrepancy information in marking other aspects of the technical proposal.

The manpower input of a consultant is normally, prima facie, unacceptably low if the proportion of full mark given for the “adequacy of professional and technical manpower input” attribute is less than 0.6.

(See Annex 1 to Appendix 6 for worked examples of the calculation of Manpower Proposals from consultants.)

6. (a) The employment status of the core personnel proposed by the consultants and their sub-consultants, i.e. full-time employed or non-full time employed, should be taken into account when marking the staffing section of the technical proposals.
 - (b) If assessment panels are in doubt of the employment status of the core personnel proposed by the consultants, they shall check with the record of consultants’ company structure kept by the Secretary of AACSB or seek clarification from the consultants concerned.
 - (c) In the assessment of consultants’ staffing proposals, the Assessment Panel will take into account the current and potential workload of the consultants’ proposed core personnel. If the core personnel proposed by the consultants for the captioned Agreement would have concurrent commitments in other consultancies already awarded or being considered by the department, and these core personnel has shown signs of overload in work, these core personnel may be disregarded in the technical assessment of the Staffing Section. If in doubt, a record of current workload of the consultants concerned could be obtained from the Secretary of AACSB for verification.
7. If a consultant’s technical mark is below the pre-determined passing mark, his fee proposal should be returned unopened to the consultant concerned.

Flow chart – Formula Approach for the Selection of Consultants for ArchSD Projects

Guidelines for the Direct Employment of Resident Site Staff [RSS] by Consultants for ArchSD Projects

1. Introduction

The Management Handbook for Direct Employment of Resident Site Staff (“RSS”) by Consultants for Public Works Projects (“RSS Management Handbook”) promulgated via DEVB TC(W) No. 7/2018 on 13 July 2018 provides the guidelines for the operational procedures for the Consultant to follow when employing and administering RSS who is employed directly by him. The RSS Management Handbook shall be read in conjunction with the provisions of the Consultancy Agreement including Consultancy brief, Schedule of Fee, Special Conditions of Employment (“SCE”) and General Conditions of Employment (“GCE”), AACSB Handbook and the latest technical circulars and DEVB’s instructions issued from time to time.

2. Notional RSS Establishment

- 2.1 Pursuant to Section 3.2.1 of the RSS Management Handbook, the managing department shall determine the notional RSS establishment, including the details of individual ranks, posts and periods over which the concerned posts are required and grouping the relevant ranks into appropriate RSS categories, for pricing the on-cost rates by bidders in the consultant selection exercise.
- 2.2 For ArchSD’s projects, to ensure consistency in the preparation of the submission for notional RSS establishment and to facilitate consideration of the notional RSS establishment by the RSSEC, details could be referred to the guidelines in 2.3 and manning scale for RSS in **Annex A** – Manning Scale for Outsourced Site Staff (Building) and **Annex B** - Manning Scale for Outsourced Site Staff (Building Services). Each RSS establishment proposal should be prepared on a project by project basis to meet the specific project requirements for site supervision and contract management with regard to:

- a) the nature, characteristics, scope, complexity, site constraints, etc. of the project;
- b) departmental guidelines for RSS establishment;
- c) whether innovative construction technologies will be adopted for the project (such as MiC / DfMA which involves manufacture/fabrication process and supervision outside Hong Kong);
- d) availability of a particular RSS rank in the labour market if the concerned rank demands a distinct requirement for qualification and experience (such as experience in a specialised field); and
- e) the experience from other similar projects.

2.3 Notional RSS establishment proposal for ArchSD's projects should be prepared according to the guidelines below:

2.3.1 Resident Architect ("RA")

- a) Provision of RA shall be considered for projects with estimated contract sum exceeding \$2,000M, justifications should be provided if RA is not allowed.
- b) Provision of RA could still be considered for projects with estimated contract sum not exceeding \$2,000M depends on nature and complexity, for example, special nature and high complexity.
- c) The notional no. of RA to be considered in relation to complexity, size of project and subject to overall RSS team establishment.
- d) The notional duration of RA employment shall be from 3 months before commencement of superstructure works to 6 months after substantial completion.

2.3.2 Resident Structural Engineer (“RSE”) and Resident Assistant Structural Engineer (“RASE”)

- a) The notional no. of RSE and RASE to be considered in relation to complexity and estimated contract sum, details referred to Annex A to Appendix 35.
- b) The notional duration of RSE employment shall be during piling, sub-structure and superstructure structural works. While the notional duration of RASE employment could be during piling, sub-structure and superstructure structural works or only during superstructure structural works, details referred to Annex A to Appendix 35.

2.3.3 Resident Senior Building Services Engineer (“RSBSE”) and Resident Building Services Engineer (“RBSE”)

- a) The notional no. of RSBSE and RBSE to be considered in relation to complexity and estimated contract sum, details referred to Annex B to Appendix 35.
- b) Generally, the notional duration of RSBSE and RBSE employment shall be from 3 months before commencement of superstructure works to end of maintenance period. In some cases, the notional duration of RSBSE employment would be from 3 months before commencement of superstructure works to 3 months after substantial completion. Details referred to Annex B to Appendix 35.

2.3.4 Resident Quantity Surveyor (“RQS”) and Resident Survey Officer (Quantity) (“RSO(Q)”)

- a) Provision of RQS and RSO(Q), to be managed by the Quantity Surveying Consultant (“QSC”), shall be considered for projects (including Design & Build projects) with estimated contract sum exceeding \$2,000M, justifications should be provided if RQS and RSO(Q) are not allowed.
- b) Provision of RQS and RSO(Q) could still be considered for projects (including Design & Build projects) with estimated contract sum not exceeding \$2,000M depends on the nature and complexity, for example, special nature and high complexity.
- c) The notional no. of RQS and RSO(Q) to be considered in relation to complexity, size of project and subject to overall RSS team establishment.
- d) The notional duration of RQS and RSO(Q) employment shall be from commencement of construction works to 3 months after substantial completion.

2.3.5 Resident Geotechnical Engineer (“RGE”)

- a) Provision of 1 no. of RGE shall be considered during geotechnical works for project with an estimated cost of geotechnical works on soil and rock slopes exceeding \$100M.
- b) The notional duration of RGE employment vary according to the programme of individual projects.

Remarks:

Please note the following Category III qualified supervision and additional supervision works under the responsibilities of the Registered Geotechnical Engineer's stream:

- a) Category III qualified supervision, i.e. full time supervision by a suitably experienced person, of geotechnical works should be provided in accordance with the requirements given in Appendix 7.47 of the Project Administration Handbook for Civil Engineering Works.
- b) Depending on the type of geotechnical works, Category III qualified supervision may be undertaken by RSE/RASE/RCOW/RACOW with suitable qualification and experience in civil/geotechnical engineering as required by GEO and the Code of Practice for Site Supervision.
- c) For foundation works in Scheduled Areas Nos. 1, 2 and 4 and in Designated Area of Northshore Lantau, additional supervision from the Registered Geotechnical Engineer's stream is required on top of the supervision requirements for foundation works given in Table 1 of the Technical Memorandum for Supervision Plans in accordance with Clause 8.3 of the Code of Practice for Site Supervision.

2.3.6 Resident Senior Clerk of Works ("RSCOW"), Resident Clerk of Works ("RCOW"), Resident Assistant Clerk of Works ("RACOW") and Resident Works Supervisor Class I (Building) ("RWSI(Building)")

- a) The notional no. of RSCOW, RCOW, RACOW and RWSI(Building) to be considered in relation to complexity and estimated contract sum, details referred to Annex A to Appendix 35.
- b) The notional duration of RSCOW, RCOW, RACOW and RWSI(Building) employment shall be the whole construction period and 3-12 months of maintenance period depends on the complexity of the project, details referred to Annex A to Appendix 35.

2.3.7 Resident Senior Building Services Inspector (“RSBSI”), Resident Building Services Inspector (“RBSI”), Resident Assistant Building Services Inspector (“RABSI”) and Resident Works Supervisor Class I (Building Services) (“RWSI(BS)”)

- a) The notional no. of RSBSI, RBSI, RABSI and RWSI(BS) to be considered in relation to complexity and estimated contract sum, details referred to Annex B to Appendix 35.
- b) The notional duration of RSBSI, RBSI, RABSI and RWSI(BS) employment shall be the whole construction period and maintenance period, details referred to Annex B to Appendix 35.

2.3.8 Resident Field Officer (“RFO”)

- a) Projects involved over 100 nos. of trees or substantial amount of trees on slopes, which called for the expertise of the RFO to monitor the tree removal/transplanting/preservation works.
- b) The notional no. and duration of RFO employment vary according to the programme of individual projects.
- c) RFOII is considered sufficient to carry out the required role for most capital works projects.
- d) RFOI may be considered for Minor Works Term Consultancy, as the works of RFO in term consultancy may require greater judgement and RFOI with more experience who can work with greater independence may be more suitable.

For landscape works demanding part-time supervision or special expertise, employment of a separate consultant could be considered for carrying out supervision of the works.

2.3.9 Site Clerical Staff

- a) In general, provision of 1 no. of Resident Assistant Clerical Officer (Labour Relations) (“RACO(LR)”) shall be considered. For project which is not workers intensive, i.e. not more than 50 workers, or an on-going project which has become less worker intensive, the Consultant should arrange one of the RSS at supervisory level to cover the mandatory duties of RACO(LR).
- b) Provision of Resident Assistant Clerical Officer (“RACO”) shall also be considered to support the increasing workload on site documents such as Request for Inspections.
- c) For projects with estimated contract sum not exceeding \$500M, the RACO(LR), whose workload is relatively not so heavy, will assist clerical work.
- d) Manning scale for RACO(LR) and RACO is summarised below:

	Estimated Contract Sum (\$M)	Outsourced Site Staff	
		RACO(LR)	RACO
1)	< \$500	1	0
2)	\$500 - \$1,000	1	1 (to assist both COW and BSI)
3)	\$1,000 - \$5,000	1	1 (to assist COW) 1 (to assist BSI)
4)	> \$5,000	2	1 (to assist COW) 1 (to assist BSI)

Remark: RACO(LR) and RACO will be employed from contract commencement to handover of completed works (6 months after substantial completion). For the second RACO(LR) employed for project with estimated contract sum over \$5,000M, who will be employed 15 months after contract commencement to contract completion.

- 2.4 Lines of command of different ranks of RSS in the notional establishment shall be included in the brief. An example of lines of command of different ranks of RSS could be referred to **Annex C** – Example of Lines of Command of Different Ranks of RSS.

3. References

- 3.1 Annex A to Appendix 35 - Manning Scale for Outsourced Site Staff (Building)
- 3.2 Annex B to Appendix 35 - Manning Scale for Outsourced Site Staff (Building Services)
- 3.3 Annex C to Appendix 35 - Example of Lines of Command of Different Ranks of RSS
- 3.4 “DEVB’s Circular Memoranda regarding Direct Employment of Resident Site Staff” posted at the ArchSD intranet under the path of QSB website - Consultant Management – AACSB Reminders – Management of Consultants [http://asdiis/qsbiis/qsbiis_1024.htm].

Manning Scale for Outsourced Site Staff (Building)**Estimated Contract Sum vs. Project Type****1. During Construction Period****1.1 For low complexity projects**

e.g. playground, open space, parking structure (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSCOW	RCOW	RACOW	RWSI (Building)
Minor Works					
1)	< \$50	0	*1	0	-
Capital Works					
1)	\$50 - \$75	0	*1	0	-
2)	\$75 - \$150	0	1	0	0
3)	\$150 - \$350	0	1	0	1
4)	\$350 - \$750	0	1	1	0
5)	\$750 - \$1,500	0	1	1	1
6)	\$1,500 - \$3,000	0	1	1	2
7)	\$3,000 - \$7,500	-	-	-	-
8)	> \$7,500	-	-	-	-
		Professional / Technical Staff			
		RA/RQS/RSO(Q)	RSE	RASE	
1)	\$1,000 - \$1,500	Note 1	@1	#1	
2)	\$1,500 - \$2,000	Note 1	@1	@1	
3)	> \$2,000	Note 2	@1	@1 #1	
Others ^[Note 3]		-	@1	-	

Table A1.1 - For low complexity projects

1.2 For medium complexity projects

e.g. recreation facilities, quarters, offices, fire station (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSCOW	RCOW	RACOW	RWSI (Building)
Minor Works					
1)	< \$50	-	-	-	-
Capital Works					
1)	\$50 - \$75	-	-	-	-
2)	\$75 - \$150	0	1	0	0/1
3)	\$150 - \$350	0	1	0	1
4)	\$350 - \$750	0	1	1/2	0
5)	\$750 - \$1,500	0	1	2	0
6)	\$1,500 - \$3,000	0	1	2	1
7)	\$3,000 - \$7,500	1	1	2	2
8)	> \$7,500	1	2	2	2
		Professional / Technical Staff			
		RA/RQS/RSO(Q)	RSE	RASE	
1)	\$1,000 - \$1,500	Note 1	@1	#1	
2)	\$1,500 - \$2,000	Note 1	@1	@1	
3)	> \$2,000	Note 2	@1	@1 #1	
Others ^[Note 3]		-	@1	-	

Table A1.2 - For medium complexity projects

1.3 For high complexity projects

e.g. hospital, clinics, museums, offices with specialist functions, airport facilities (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSCOW	RCOW	RACOW	RWSI (Building)
Minor Works					
1)	< \$50	-	-	-	-
Capital Works					
1)	\$50 - \$75	-	-	-	-
2)	\$75 - \$150	0	1	0	1
3)	\$150 - \$350	0	1	1	0/1
4)	\$350 - \$750	0	1	2	0
5)	\$750 - \$1,500	0	1	2	0
6)	\$1,500 - \$3,000	0	1	2	2
7)	\$3,000 - \$7,500	1	1	2	3
8)	> \$7,500	1	2	2	3
		<i>Professional / Technical Staff</i>			
		RA/RQS/RSO(Q)	RSE	RASE	
1)	\$1,000 - \$1,500	Note 1	@1	#1	
2)	\$1,500 - \$2,000	Note 1	@1	@1	
3)	> \$2,000	Note 2	@1	@1 #1	
Others ^[Note 3]		-	@1	-	

Table A1.3 - For high complexity projects

Remarks:

- a) * Can be shared with other contracts up to total value of \$75M if under the same consultant
- Note 1 Provision of RA/RQS/RSO(Q) could still be considered for projects with estimated contract sum not exceeding \$2,000M depends on the nature and complexity, for example, special nature and high complexity.
- Note 2 No. of RA/RQS/RSO(Q) to be considered in relation to complexity, size of project and subject to overall RSS team establishment. For RA, duration of service shall be from 3 months before commencement of superstructure works to substantial completion. For RQS/RSO(Q), duration of service shall be from commencement of construction works to substantial completion.
- Note 3 1 no. of RSE shall be considered during piling, sub-structure and superstructure **structural** works for the following project types:
- i) Projects with high complexity structural engineering works according to Core Manual Annex 2.2.A.70, i.e. high complexity structural engineering works include tall buildings (over 50 storeys), long span / prestressed / tensile structures, pneumatics, auditoriums, tunnels, bridges, sea walls, deep basements, special foundation or excavation;
 - ii) Projects with estimated contract sum exceeding \$300M with medium complexity structural engineering works according to Core Manual Annex 2.2.A.70, i.e. medium complexity structural engineering works include high-rise buildings (over 6 storeys), steel frame or reinforced concrete structures, apartments, offices, commercial, shopping centres, recreational facilities, etc., and involving piling works; and
 - iii) Projects involving piling works and located in Scheduled Areas of Northwest New Territories and Ma On Shan or in Designated Area of Northshore Lantau (ETWB TCW No. 4/2004) with cavities or complex geological conditions exist beneath the site.
- @ During piling, sub-structure and superstructure **structural** works
- # During superstructure **structural** works
- b) The manning scale shall be reviewed and amended to suit the progress of works on site.

2. During Maintenance Period

2.1 For low complexity projects

e.g. playground, open space, parking structure (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSCOW	RCOW	RACOW	RWSI (Building)
Minor Works					
1)	< \$50	0	*1	0	-
Capital Works					
1)	\$50 - \$75	0	*1	0	-
2)	\$75 - \$150	0	1	0	0
3)	\$150 - \$350	0	1	0	0
4)	\$350 - \$750	0	1	0	0
5)	\$750 - \$1,500	0	1	0	0
6)	\$1,500 - \$3,000	0	1	0	0
7)	\$3,000 - \$7,500	-	-	-	-
8)	> \$7,500	-	-	-	-
		<i>Professional / Technical Staff</i>			
		RA/RQS/RSO(Q)	RSE	RASE	
1)	\$1,000 - \$1,500	Note 1	0	0	
2)	\$1,500 - \$2,000	Note 1	0	0	
3)	> \$2,000	Note 2	0	0	

Table A2.1 - For low complexity projects

2.2 For medium complexity projects

e.g. recreation facilities, quarters, offices, fire station (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSCOW	RCOW	RACOW	RWSI (Building)
Minor Works					
1)	< \$50	-	-	-	-
Capital Works					
1)	\$50 - \$75	-	-	-	-
2)	\$75 - \$150	0	1	0	0
3)	\$150 - \$350	0	1	0	0
4)	\$350 - \$750	0	1	0	0
5)	\$750 - \$1,500	0	1	0	0
6)	\$1,500 - \$3,000	0	1	0	0
7)	\$3,000 - \$7,500	0	1	1	0
8)	> \$7,500	0	1	1	0
		Professional / Technical Staff			
		RA/RQS/RSO(Q)	RSE	RASE	
1)	\$1,000 - \$1,500	Note 1	0	0	
2)	\$1,500 - \$2,000	Note 1	0	0	
3)	> \$2,000	Note 2	0	0	

Table A2.2 - For medium complexity projects

2.3 For high complexity projects

e.g. hospital, clinics, museums, offices with specialist functions, airport facilities (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSCOW	RCOW	RACOW	RWSI (Building)
Minor Works					
1)	< \$50	-	-	-	-
Capital Works					
1)	\$50 - \$75	-	-	-	-
2)	\$75 - \$150	0	1	0	0
3)	\$150 - \$350	0	1	0	0
4)	\$350 - \$750	0	1	0	0
5)	\$750 - \$1,500	0	1	0	0
6)	\$1,500 - \$3,000	0	1	0	0
7)	\$3,000 - \$7,500	0	1	1	0
8)	> \$7,500	1	1	0	0
		Professional / Technical Staff			
		RA/RQS/RSO(Q)	RSE	RASE	
1)	\$1,000 - \$1,500	Note 1	0	0	
2)	\$1,500 - \$2,000	Note 1	0	0	
3)	> \$2,000	Note 2	0	0	

Table A2.3 - For high complexity projects

Remarks:

- a) * Can be shared with other contracts up to total value of \$75M if under the same consultant
- Note 1 Provision of RA/RQS/RSO(Q) could still be considered for projects with estimated contract sum not exceeding \$2,000M depends on the nature and complexity, for example, special nature and high complexity.
- Note 2 No. of RA/RQS/RSO(Q) to be considered in relation to complexity, size of project and subject to overall RSS team establishment. For RA, service to be provided during Maintenance Period is 6 months after substantial completion. For RQS/RSO(Q), service to be provided during Maintenance Period is 3 months after substantial completion.
- b) The manning scale shall be reviewed and amended to suit the progress of works on site.
- c) Proposed RSS service during the Maintenance Period (except those of RA/RQS/RSO(Q) mentioned in a) above):
- 3 ~ 6 months for low complexity projects;
 - 6 ~ 12 months for medium complexity projects;
 - 9 ~ 12 months for high complexity projects and medium complexity projects exceeding \$3,000M.

Manning Scale for Outsourced Site Staff (Building Services)
Estimated Contract Sum vs. Project Type

1. During Construction Period

1.1 For low complexity projects

e.g. playground, open space, parking structure (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSBSI	RBSI	RABSI	RWSI (BS)
Minor Works					
1)	< \$50	0	*1	0	0
Capital Works					
1)	\$50 - \$75	0	*1	0	0
2)	\$75 - \$150	0	1	0	0
3)	\$150 - \$350	0	1	0	1
4)	\$350 - \$750	0	1	0	1
5)	\$750 - \$1,500	0	1	1	0
6)	\$1,500 - \$3,000	0	1	1	1
7)	\$3,000 - \$7,500	-	-	-	-
8)	> \$7,500	-	-	-	-
		Professional Staff			
		RSBSE		RBSE	
1)	\$1,500 - \$3,000	-		-	
2)	\$3,000 - \$7,500	-		-	
3)	> \$7,500	-		-	

Table B1.1 - For low complexity projects

1.2 For medium complexity projects

e.g. recreation facilities, quarters, offices, fire station (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSBSI	RBSI	RABSI	RWSI (BS)
Minor Works					
1)	< \$50	-	-	-	-
Capital Works					
1)	\$50 - \$75	-	-	-	-
2)	\$75 - \$150	0	1	0	0
3)	\$150 - \$350	0	1	0	1
4)	\$350 - \$750	0	1	1	0
5)	\$750 - \$1,500	0	1	1	0/1
6)	\$1,500 - \$3,000	0	1	1	1
7)	\$3,000 - \$7,500	1	1	1	2
8)	> \$7,500	1	1	2	1
		Professional Staff			
		RSBSE		RBSE	
1)	\$1,500 - \$3,000	-		-	
2)	\$3,000 - \$7,500	0		#1	
3)	> \$7,500	#1		#1	

Table B1.2 - For medium complexity projects

1.3 For high complexity projects

e.g. hospital, clinics, museums, offices with specialist functions, airport facilities (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSBSI	RBSI	RABSI	RWSI (BS)
Minor Works					
1)	< \$50	-	-	-	-
Capital Works					
1)	\$50 - \$75	-	-	-	-
2)	\$75 - \$150	0	1	0	1
3)	\$150 - \$350	0	1	1	0
4)	\$350 - \$750	0	1	1	0/1
5)	\$750 - \$1,500	0	1	1	0/1
6)	\$1,500 - \$3,000	0	1	2	2
7)	\$3,000 - \$7,500	1	1	2	2
8)	> \$7,500	1	2	2	3
		Professional Staff			
		RSBSE		RBSE	
1)	\$1,500 - \$3,000	0		#1	
2)	\$3,000 - \$7,500	#1		#1	
3)	> \$7,500	#1		#2	

Table B1.3 - For high complexity projects

Remarks:

- a) * Can be shared with other contracts up to total value of \$75M if under the same consultant
- # 3 months before commencement of superstructure works to substantial completion
- b) The manning scale shall be reviewed and amended to suit the progress of works on site.

2. During Maintenance Period

2.1 For low complexity projects

e.g. playground, open space, parking structure (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSBSI	RBSI	RABSI	RWSI (BS)
Minor Works					
1)	< \$50	0	*1	0	0
Capital Works					
1)	\$50 - \$75	0	*1	0	0
2)	\$75 - \$150	0	*1	0	0
3)	\$150 - \$350	0	1	0	0
4)	\$350 - \$750	0	1	0	0
5)	\$750 - \$1,500	0	1	0	0
6)	\$1,500 - \$3,000	0	1	0	0
7)	\$3,000 - \$7,500	-	-	-	-
8)	> \$7,500	-	-	-	-
		Professional Staff			
		RSBSE		RBSE	
1)	\$1,500 - \$3,000	-		-	
2)	\$3,000 - \$7,500	-		-	
3)	> \$7,500	-		-	

Table B2.1 - For low complexity projects

2.2 For medium complexity projects

e.g. recreation facilities, quarters, offices, fire station (refer to Core Manual Part 2 Annex 2.2.A.70)

	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSBSI	RBSI	RABSI	RWSI (BS)
Minor Works					
1)	< \$50	-	-	-	-
Capital Works					
1)	\$50 - \$75	-	-	-	-
2)	\$75 - \$150	0	1	0	0
3)	\$150 - \$350	0	1	0	0
4)	\$350 - \$750	0	1	0	0
5)	\$750 - \$1,500	0	1	0	0
6)	\$1,500 - \$3,000	0	1	0	0
7)	\$3,000 - \$7,500	0	1	0	0
8)	> \$7,500	0	1	0	1
		Professional Staff			
		RSBSE		RBSE	
1)	\$1,500 - \$3,000	-		-	
2)	\$3,000 - \$7,500	0		1	
3)	> \$7,500	^1		1	

Table B2.2 - For medium complexity projects

2.3 For high complexity projects

e.g. hospital, clinics, museums, offices with specialist functions, airport facilities (refer to Core Manual Part 2 Annex 2.2.A.70)

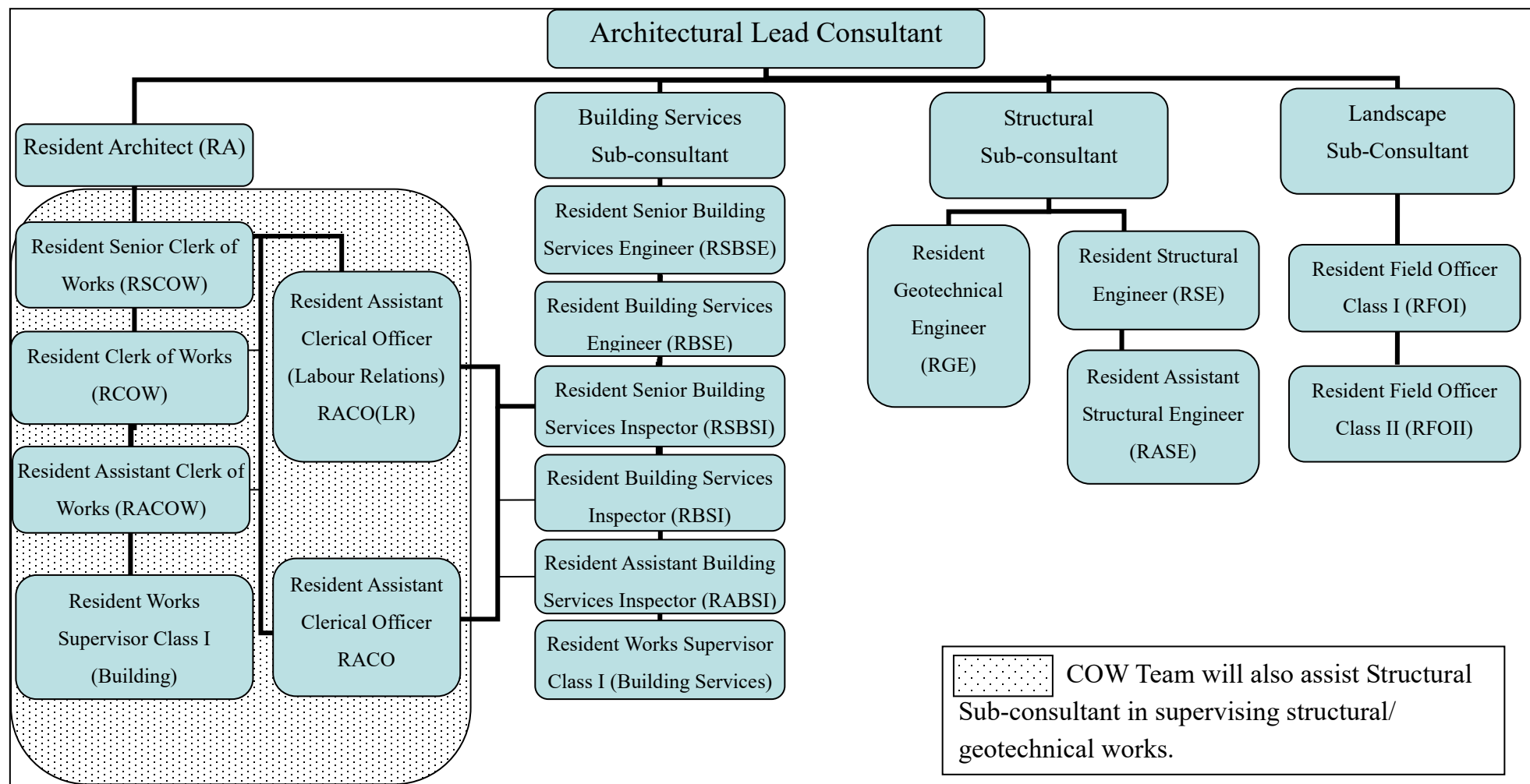
	Estimated Contract Sum (\$M)	Outsourced Site Staff			
		RSBSI	RBSI	RABSI	RWSI (BS)
Minor Works					
1)	< \$50	-	-	-	-
Capital Works					
1)	\$50 - \$75	-	-	-	-
2)	\$75 - \$150	0	1	0	0
3)	\$150 - \$350	0	1	0	0
4)	\$350 - \$750	0	1	0	0
5)	\$750 - \$1,500	0	1	0	0
6)	\$1,500 - \$3,000	0	1	0	0
7)	\$3,000 - \$7,500	0	1	0	1
8)	> \$7,500	0	1	1	0
		Professional Staff			
		RSBSE		RBSE	
1)	\$1,500 - \$3,000	0		1	
2)	\$3,000 - \$7,500	^1		1	
3)	> \$7,500	1		2	

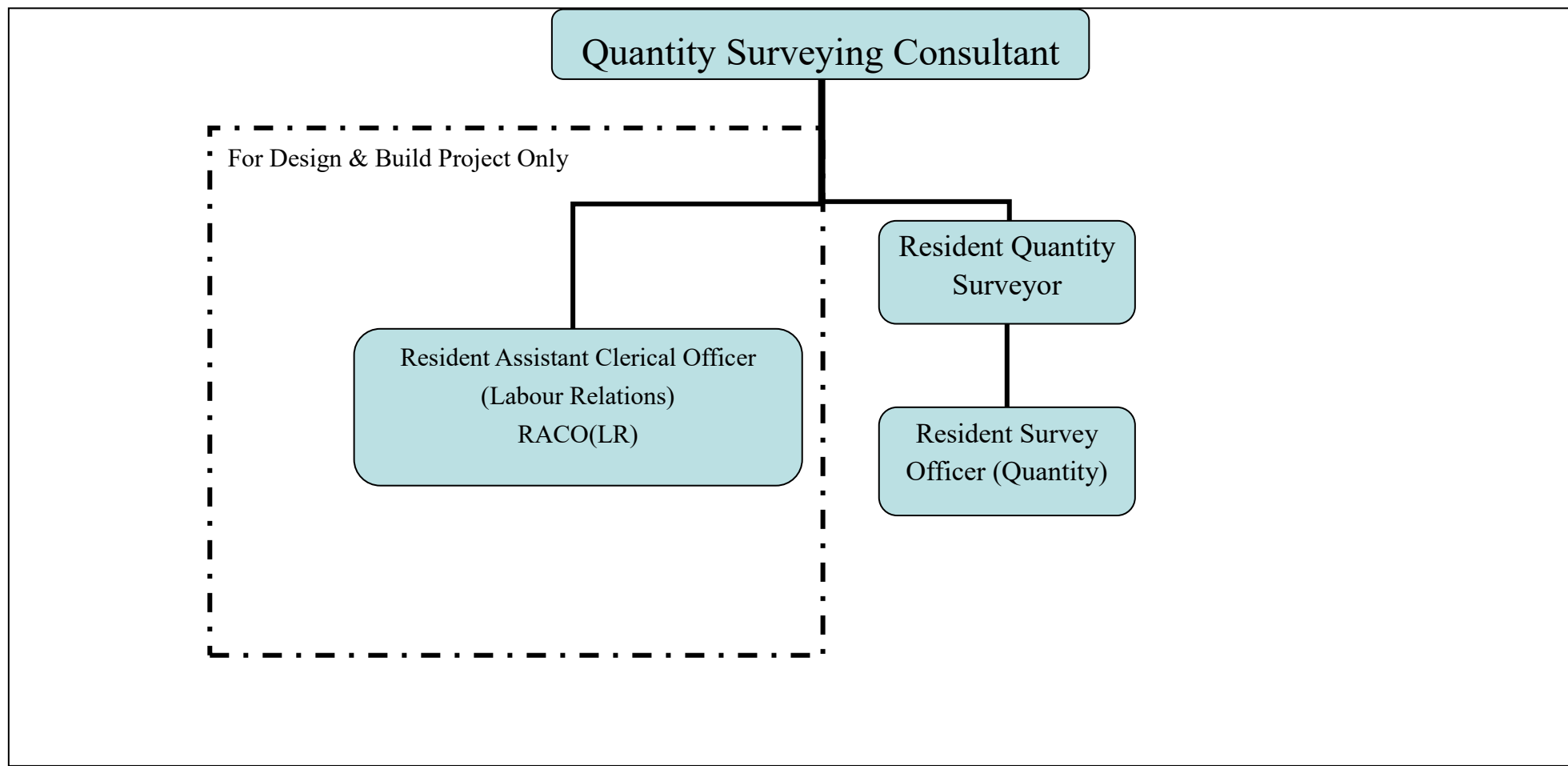
Table B2.3 - For high complexity projects

Remarks:

- a) * Can be shared with other contracts up to total value of \$75M if under the same consultant
 - ^ Service to be provided by RSBSE during Maintenance Period is 3 months after substantial completion
- b) The manning scale shall be reviewed and amended to suit the progress of works on site.
- c) RSS service is required for the whole maintenance period (except those of RSBSE mentioned in a) above).

Example of Lines of Command of Different Ranks of RSS (Architectural Lead Consultant)



Example of Lines of Command of Different Ranks of RSS (Quantity Surveying Consultant)

TECHNICAL REFERENCE

(The following former WBTCs can be retrieved from the auto-links provided in Appendix 36 of the AACSB Handbook maintained under the Consultant Information Centre Website [CICW].)

Technical Reference No.	Former Technical Circular No.	Description
1	Former WBTC No. 17/98	Environmental Impact Assessment Ordinance – Guidance on the Preparation of Briefs for Architectural and Associated Consultancy Agreements
2	Former WBTC No. 8/2001	Interest on Overdue Payments for Consultancy Agreements
3	Former WBTC No. 15/2001	Fee Proposal for Consultancy Agreement - Lump Sum Fee and Summary Breakdown of Lump Sum Fee
4	Former WBTC No. 22/2001	Approval of Major Revisions to Approved Documents and Referral and Reporting by Consultants of Variations, Claims and Delay in Works Contracts
5	Former WBTC No. 18/2002	Projects Implemented in Phases
6	Former WBTC No. 37/2002	Use of Legal Consultants In Connection with Works-related Consultancy Studies
7	Former WBTC No. 23/2003	Consultants' Fees for Additional Services
8	Former WBTC No. 23/2003A	Consultants' Fees for Additional Services (Supplementary Information A)
9	Former WBTC No. 23/2003B	Consultants' Fees for Additional Services (Supplementary Information B)
10	Former WBTC No. 25/2003	Listing and Selection of AACSB Consultants
11	Former ETWB TC(W) No. 30/2004	Consultancy Agreements – Retention of Documents and Inspection

Technical Reference No.	Former Technical Circular No.	Description
12	Former ETWB TC(W) No. 34/2004	Retention of Money Payable to Non-resident Consultants for Settlement of Profits Tax in Consultancy Agreements
13	Former ETWB TC(W) No. 18/2005	Consultancy Agreements – Conflict of Interest and Debarring
14	Former ETWB TC(W) No. 26/2003	Post-Completion Review on Major Consultancy Agreements and Major Works Contracts under Public Works Programme
15	Former ETWB TC(W) No. 42/2002	Feedback and Debriefing to Unsuccessful Bidders for Consultancy Agreements and Works Contracts

Suggested Categories of Staff for Additional Services

1. The following are some suggested categories of staff prepared for departments' reference, and the list is not meant to be exhaustive. Departments should select, modify and append items to suit individual consultancy. If considered necessary, the categories could be further broken down into disciplines.

Table 1: Minimum Qualification and Experience Requirement of Each Staff Category for the Services:

Staff category	Route	Minimum academic / professional qualifications ^{Note 1}	Minimum experience requirement ^{Note 1}
Partners/ Directors (P/D)	Professional Route	Corporate member of an appropriate professional institution or equivalent	15 years relevant post-professional qualification experience
Chief Professional (CP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	12 years relevant post-professional qualification experience
	Academic Route	University degree or equivalent in an appropriate discipline for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence	17 years relevant post-academic qualification experience
Senior Professional (SP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	5 years relevant post-professional qualification experience
[For architectural discipline, please refer to Table 1A]	Academic Route	University degree or equivalent in an appropriate discipline	<ul style="list-style-type: none"> • 10 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence • 12 years relevant post-academic qualification experience for other cases (see Note 2)

Staff category	Route	Minimum academic / professional qualifications ^{Note 1}	Minimum experience requirement ^{Note 1}
Professional (P) [For architectural discipline, please refer to Table 1A]	Professional Route	Corporate member of an appropriate professional institution or equivalent	No additional requirement
	Academic Route	University degree or equivalent in an appropriate discipline	<ul style="list-style-type: none"> • 5 years relevant post-academic qualification experience for specialist trades, such as geology, transport, environmental science, or other trades where appropriate professional institutions are not commonly in existence • 7 years relevant post-academic qualification experience for other cases (see Note 3)
Assistant Professional (AP)	Academic Route	University degree or equivalent in an appropriate discipline	No additional requirement
Technical (T)	Academic Route	Diploma or Higher Certificate or equivalent in an appropriate discipline	No additional requirement

[Guidance Notes:

- (i) The lists above show the recommended categories of staff under DEVB TC(W) No. 2/2016 and associated circular memoranda but are not meant to be exhaustive.*
- (ii) The procuring department may consider including the minimum qualification requirements for staff under Partners/Directors category is to be a partner, or a company director who is a member of the Board with voting power at Board meetings if needed to suit the specific requirement of the project.]*

Note 1:

The requirement of “professional qualification” and the requirement of “qualification” for counting “post-professional qualification experience” should correspond with the qualifications of the relevant disciplines stated in Appendix 1 to the AACSB Handbook, where applicable. *[Note: Project teams shall consider the manpower and qualification of the staff required for their consultancies being procured and may delete this note if consider inappropriate.]*

Note 2:

The weighted manpower input of Senior Professional (SP) for such cases shall not be more than 30% of the weighted manpower input of SP deployed for the consultancy services.

Note 3:

The weighted manpower input of Professional (P) for such cases shall not be more than 30% of the weighted manpower input of P deployed for the consultancy services.

Table 1A: Minimum Qualification and Experience Requirement of Senior Professional/Professional in Architectural Discipline for the Services

Staff Category	Route	Minimum Academic / Professional Qualifications	Minimum Experience Requirement
Senior Professional (SP)	Professional Route	Corporate member of an appropriate professional institution or equivalent	5 years relevant post-professional qualification experience
	Overseas Professional Route	A holder of the professional registration by a national registration body with non-local Architectural Professionals Qualifications recognized by the HKIA	5 years relevant post-professional qualification experience (including 1 year relevant local experience) (See Note 4 and Note 6)

Staff Category	Route	Minimum Academic / Professional Qualifications	Minimum Experience Requirement
Senior Professional (SP) (Cont'd)	Academic Route	University degree or equivalent in an appropriate discipline (See Note 7)	10 years relevant post-academic qualification experience (including 1 year relevant local experience) (See Note 4 and Note 6)
Professional (P)	Professional Route	Corporate member of an appropriate professional institution or equivalent	No additional requirement
	Overseas Professional Route	A holder of the professional registration by a national registration body with non-local Architectural Professionals Qualifications recognized by the HKIA	2 years relevant post-professional qualification experience (including 1 year relevant local experience) (See Note 5 and Note 6)
	Academic Route	University degree or equivalent in an appropriate discipline (See Note 7)	5 years relevant post-academic qualification experience (including 1 year relevant local experience) (See Note 5 and Note 6)

Note 4:

The weighted manpower input of (i) Senior Professional (SP) who obtained qualifications/experience through overseas professional route and (ii) SP who obtained qualifications/experience through academic route, shall not exceed 30% of the weighted manpower input of SP deployed for the consultancy services.

Note 5:

The weighted manpower input of (i) Professional (P) who obtained qualifications/experience through overseas professional route and (ii) P who obtained qualifications/experience through academic route, shall not exceed 30% of the weighted manpower input of P deployed for the consultancy services.

Note 6:

If the total number of SP or P proposed by consultants does not exceed 10, the maximum number of SP or P allowed for overseas professional route and /or academic route shall refer to the following table:

Total Number of SP or P Proposed by Consultants	Maximum Number of SP or P for Overseas Professional Route and/or Academic Route
1	0
2	0
3	1
4	1
5	1
6	2
7	2
8	2
9	3
10	3

Note 7:

For staff category of SP and P, “University Degree” refers to a Master’s Degree in Architectural Study accredited or recognized by the HKIA.

2. If the procuring department specifies staff for additional Services of categories other than those mentioned above, the equivalent staff category in the Services should also be clearly specified in the invitation document.

Guidance Notes for the Post-Completion Review

(ETWB TC(W) No. 26/2003 has been subsumed under this Appendix and should only be updated by Works Branch of Development Bureau.)

*[Refer to Technical Reference No. 14 at **Appendix 36** for background information.]*

(A) Introduction

A post-completion review is a means of recording experience, both success and failure, from past projects, so it can be used where appropriate to improve future projects by avoiding past mistakes and allowing good practices to be better understood by project staff.

In general terms, the review should consider –

- (a) project objectives in terms of cost, time and quality;
- (b) management;
- (c) organization;
- (d) systems and procedures;
- (e) suitability of the design, contract types and contract packaging; and
- (f) public reaction during construction and operation.

Procuring departments may consider conducting a single post-completion review examining aspects in both the consultancy agreement and works contracts together.

(B) On what type of projects should a Post-Completion Review be conducted

It is considered that the post-completion review (being a new initiative and there is also a need to optimize the benefits against resources to be deployed) need not be conducted for consultancy agreements and works contracts of a project which has a total cost less than \$500 million or of a project which does not involve complicated technical and management issues. Indicators that a project involves complicated issues may include the following:

- (a) project involving a variation item costing substantial amount, say over \$1 million;
- (b) project involving a claim of a substantial sum, say over \$1 million;
- (c) project involving design or construction method not commonly used in Hong Kong;
and
- (d) project involving incidents that attract public attention.

(C) Who and what should be involved in a Post-Completion Review

A post-completion review should be led by the officer in charge of the project (normally at senior professional level or above) and he or she should solicit input from the client and other project participants (such as the consultants, contractors and subcontractors) as appropriate. The procuring department should also determine the depth of the review, taking into account the issues to be examined, and consider if assistance from legal advisor or technical specialists should be sought. Consideration should also be given to inviting project officers who have left the project team to provide input.

A post-completion review may involve both a document review and discussion sessions with the presence of different project participants. Due to the different concerns of different project participants, it may be necessary to have more than one discussion session with different party in order to facilitate better collection of views and exchange of ideas.

(D) When should the Post-Completion Review be carried out

A post-completion review should be carried out within a reasonable period, say 6 months, after the substantial completion of a consultancy agreement or a works contract. However, in case there are on-going disputes with the service providers, it may be more appropriate to defer the review until the disputes are settled or the review may have to be carried out without the participation of the service provider concerned. For a project that comprises a number of contracts/consultancy agreements, the project office may elect, in view of the benefit of an overall review, to conduct a single review upon the substantial completion of the last contract.

(E) The review

The project office could determine issues to be examined in a post-completion and some suggestions are given below:

- (a) pre-contract arrangements/procedures;
- (b) contract administration system/arrangements;
- (c) adequacy and suitability of specifications/brief;
- (d) programme/cost/variation control measures;
- (e) management of Consultant's/contractor's performance;
- (f) management and control in relation to subcontractors/subconsultants;
- (g) procedures in relation to the management of quality, safety and environmental aspects and traffic management issues;
- (h) contract documents;
- (i) acceptance, testing and commissioning system/procedures;
- (j) quality/performance of service providers;
- (k) organization of Consultant/contractors/other service providers;
- (l) management/handling of public complaints;
- (m) adequacy of contract period/study period.

Procuring departments are also suggested to develop performance indicators to facilitate the review and develop after reviewing the projects, suitable benchmarks of project performance. The relevant indicators and benchmarks for the following aspects of performance or any other appropriate one should be developed:

- (a) Cost performance - say by comparing the final out-turn prices as against the initial estimates and tender prices;
- (b) programme performance – say by comparing the actual project delivery as against the planned programme; and
- (c) staffing performance – say by comparing the adequacy of the level of staffing assigned to the project against any established departmental guidelines.

Established benchmarks should also be subject to review from time to time.

Although the post-completion review is essentially for exploring areas where improvement could be made, it is not expected that consensual views among the client and service providers on all issues examined could be made nor solutions to all problems revealed could be formulated. Nonetheless, the review itself is part of a process of enhancing awareness among the participants in the problematic areas thus would actuate improvement as a natural outcome in the long-term.

(F) Views of the users may be included

If the timing of the post-completion review allows, the view of the users, and management/maintenance parties in the following areas or any others proposed by the users may be included in the review –

- (a) an assessment of whether user requirements have been met, such that they would be better ascertained and conveyed to designers in future;
- (b) an assessment of the costs in use as against the planned operating cost, and how the planned efficiency and effectiveness of the equipment and facilities compare with those as built; and
- (c) any recommendations that the users may wish to make to improve value for money performance of future projects, e.g. facilities which are in fact unnecessary for most users can be omitted from future projects.

The procuring department may also consider, if resources is available, conducting a separate review with the users and management/maintenance parties at a later time, say one year, after they take over the project.

Guidance and Procedures for Debriefing

*[Refer to Technical Reference No. 15 at **Appendix 36** for background information.]*

(ETWB TC(W) No. 42/2002 has been subsumed under this Appendix and should only be updated by Works Branch of Development Bureau.)

1. After the award of a consultancy agreement, the procuring department shall provide the information in accordance with Section 3.25(a) to the bidders when notifying whether their bids have been accepted or not.

2. Where applicable, the unsuccessful bidders shall also be informed, pursuant to Section 3.25(b), that they can request for a debriefing session. Such request shall be raised within three weeks from the dates of the notification letter mentioned in paragraph 1 above. Late request will not be entertained. The request shall include a list of questions or issues that the unsuccessful bidder would like to have further feedback from the procuring department.

3. The unsuccessful bidders should be informed of the following ground rules for the debriefing:
 - (a) the debriefing will be informal;
 - (b) the bidders will be told the perceived strengths and weaknesses of their bidding submissions and their responses will be noted;
 - (c) the merits of other bids, including the winning bid, will not be discussed;
 - (d) the decision on the award of the consultancy agreement is final thus the debriefing session shall not be taken as a means or an opportunity for the bidder to lodge appeal or complaint against the bidding result of the consultancy agreement;
 - (e) tape recording during the debriefing will not be allowed;
 - (f) request for records of the debriefing or agreement on any notes prepared by either party will not be entertained, and
 - (g) The bidder shall not use the information obtained during the debriefing for any judicial or administrative proceedings.

4. We should make it clear to the bidders that the debriefing should not be used to change the choice of Consultant nor to re-open the selection procedure.

5. Any request from an unsuccessful bidder who fails to expressly agree or refuses to be bound by the ground rules shall not be entertained. Sample letter to unsuccessful bidders for consultancy agreements is given in Appendix 8.2.

6. Upon receipt of a request for debriefing, the procuring department shall fix the date, time and place of the debriefing. Separate debriefing session shall be arranged for individual bidder. The debriefing shall be conducted by a team led by an officer of the rank of senior professional or above from the procuring department. At least one member of the team should have been a member of the assessment panel or have assisted directly in evaluating the bidding documents. The procuring department shall determine the team size and flexibility is allowed to assign different team members to conduct different debriefing sessions under the same consultancy agreement. To allow exchange of views in a casual manner, the bidder shall be requested to limit the number of representatives attending the debriefing to three.

7. Each debriefing session should be carefully planned with due regard to the weaknesses and strengths of the bidder. In general, discussion should be limited to the information submitted by the bidder without comparison with other submissions. Where practicable, the bidder should be informed frankly, honestly and tactfully of the weaknesses and strengths of his submission which shall be measured against established practices, general experience of the procuring department or standards in the industry. Any information that would impede the law enforcement or otherwise be contrary to public interest or would prejudice the legitimate commercial interest of particular enterprises, public or private, or might prejudice fair competition between consultants should not be released. The discussion during the debriefing should be limited to the issues/questions raised by the bidders as mentioned in paragraph 3 above. If necessary, some topics as suggested in Annex A for consultancy agreements can also be discussed. The departments shall also consider the appropriate level of details to be discussed. Nonetheless, care should be exercised to demonstrate that judgments are made only against the assessment criteria made known to the bidders.

8. The debriefing should be conducted as an informal discussion, and not in writing. Nevertheless, the debriefing team should record the results and conclusions of the debriefings for internal reference in case follow-up actions are needed for improving the process of similar procurements and debriefings. Such notes shall not be sent to the bidder. The bidder is free to take notes for himself. However, request for records of the debriefing or agreement on any notes prepared by either party shall be refused. Tape recording by the bidder shall also be refused as it would hinder a free exchange of views between the parties and thus defeat the purpose of the debriefing.

Examples of Debriefing Topics for Consultancy Agreement

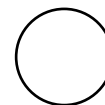
[Refer to Technical Reference No. 15 at Appendix 36 for background information.]

(ETWB TC(W) No. 42/2002 has been subsumed under this Appendix and should only be updated by Works Branch of Development Bureau.)

1. Cost – discussion on the competitiveness of the consultant's proposed fee in general terms
2. Consultant's experience – where the experience of the consultant is judged to be less than adequate for the work proposed and reference should only made to projects named in the consultant's technical proposal
3. Response to the brief
4. Cost-effectiveness
5. Methodology
6. Works programme
7. Staffing
8. Consultant's past performance - reference could be made to the consultant's past performance in the past three years as reflected in the performance reports but comparison with other bidders in qualitative terms should be avoided.

(ETWB TC(W) No. 34/2004 has been subsumed under this Appendix which should only be updated by Works Branch of Development Bureau.)

[Refer to Technical Reference No. 12 at Appendix 36 for background information.]



M E M O

From <u>[Procuring Department]</u> Ref. <u>() in</u> Tel. No. _____ Fax No. _____ Date _____	To <u>Inland Revenue Department</u> (Attn: _____) Your Ref. _____ in _____ Dated _____ Fax No. _____ Total Pages _____
--	---

Money Withheld for Payment of Profits Tax Non-resident Consultant

Please be informed that the following non-resident Consultant received payments from our department in respect of services provided in Hong Kong. Details are as follows:

(a) Full name of the non-resident Consultant	
(b) Correspondence address and contact telephone number in Hong Kong	
(c) Overseas correspondence address	
(d) Type of services rendered	
(e) Consultancy fee and consultancy period	
(f) Total payments (net of money withheld for tax payment purposes) made in the fiscal year ended 31 March	
(g) Amount of money withheld for payment of profits tax liability of the non-resident Consultant	

- 2 -

2. Transfer voucher/cheque * No. _____ in the amount of HK\$ _____, being money withheld for settlement of profits tax liability of the non-resident Consultant, is attached for your action.

3. For further enquiry, please contact the responsible officer _____ at telephone number _____.

()
for

Guidelines for Joint Venture

1. Introduction

The following guidelines should be observed if consultants form joint venture in one of the combinations mentioned in Section 3.24.2(b) for undertaking AACSB consultancy agreements.

2. General

- (a) A consultants' joint venture shall be in the form of an **“Unincorporated joint venture”** in which sole proprietors, firms and/or companies joining together as partners within the meaning of a partnership under the Partnership Ordinance (Cap. 38) or as independent consultants under a purely contractual arrangement. Each individual party in the unincorporated joint venture is called the **“Participant”**.
- (b) Each participant in the joint venture shall be jointly and severally bound to the Employer under the provisions of the agreement.
- (c) For consultancies adopting Conventional Approach for selection of consultants, joint venture shall be formed prior to submission of EOI proposals. No change of participants of joint venture is allowed in the subsequent submission of technical proposals.
- (d) For consultancies adopting Formula Approach or Conventional Approach without EOI for selection of consultants, joint venture shall be formed prior to submission of technical and fee proposals.
- (e) No consultant shall be permitted to submit more than one submission. If a consultant submits a bid on its own and also as a participant of a joint venture, or as a participant of more than one joint venture, all submissions related to this consultant shall be disqualified.
- (f) Joint venture is only applicable to lead consultants but not to sub-consultants such as structural engineering, building services and landscape architectural.

3. Documents Required in the Submission of EOI and Technical Proposals

- (a) A joint venture shall include documentary proof showing its joint venture status in his EOI submission (for Conventional Approach) or his Technical submission (for Formula Approach or Conventional Approach without EOI).
- (b) A joint venture shall provide details of the percentage participation of each participant. The percentage participation of each participant shall be calculated by comparing its share of work in monetary terms against the fees bid by the joint venture. The joint venture shall specify the portion of the consultancy services for which each participant is responsible for in **both** the EOI and technical submissions (for Conventional Approach), or in technical submission only (for Formula Approach or Conventional Approach without EOI).
- (c) In **both** the EOI and technical submissions (for Conventional Approach), or in technical submission only (for Formula Approach or Conventional Approach without EOI), a joint venture must nominate a lead participant who shall act on behalf of the joint venture in all transactions with the Employer. The lead participant should have financial and management participation not less than that of any other participant in the joint venture. The lead participant shall be a Band 1 or Band 2 consultant under the List of Consultants of AACSB if the joint venture is formed by a listed consultant and a non-listed consultant.

4. Assessment of EOI and Technical Proposals

- (a) The aggregate total resources of the joint venture proposed by its participants shall be considered as a whole when assessing the following project specific assessment criteria of EOI and technical proposals:

EOI Proposals

- (i) Approach to the assignment and appreciation of the requirements
- (ii) Knowledge, experience and capability of core personnel

Technical Proposals

- (i) Response to brief
- (ii) Approach to cost effectiveness and sustainability
- (iii) Methodology and work programme
- (iv) Staffing

- (b) Joint Venture's Previous Experience

- (i) According to the principle of assessing a joint venture's previous experience for contractors as stated in ETWB TC(W) No. 8/2004, when assessing a consultants joint venture's previous experience which is a non-project specific assessment criteria of EOI and technical proposals, the weighted participation of each participant in the joint venture shall be considered.
- (ii) For example, if consultant A has 2 relevant consultancies and consultant B has 3 relevant consultancies, then if A and B form a joint venture and their share is 50/50, the joint venture would have $(2 \times 0.5) + (3 \times 0.5) = 2.5$ relevant consultancies.
- (iii) In considering a relevant consultancy, the **full contract value** of the consultancy will be taken into account. However, the calculation of the number of relevant consultancies a participant of the present joint venture would have shall be adjusted based on their respective shares of the work in the past joint venture by value.

- (iv) For example, if consultant A has completed a relevant consultancy in a past joint venture of which he has a 50% participation by value of the works, he would be considered to have completed 0.5 relevant consultancies. If this consultant A teams up with consultant B in the present joint venture to submit a bid and their share is 50/50, consultant A would be considered to have $(0.5 \times 0.5) = 0.25$ relevant consultancies. Other combinations follow a similar approach.

(e) Joint Venture's Past Performance

- (i) According to section (B)(4)(a) of Appendix B to DEVB TC(W) 2/2016 relating to consultants' performance, for bidder who is a joint venture, its PPR shall be taken as the average of the PPRs, if any, of all its participants when assessing the past performance in the EOI or technical proposals.
- (ii) For assessing past performance of each participant/shareholder of a past joint venture consultancies, the past performance records of the whole joint venture consultancy shall be attributed to the participant irrespective of the value of his share of works in the past joint venture consultant.
- (iii) If none of the participants of the present joint venture has any performance records for those relevant consultancies referred to in the attributes for the period under assessment, the marking shall be based on the average mark attained by the other consultants in the corresponding attribute who have submitted a conforming bid.
- (iv) Where there are two participants in the present joint venture and there are no performance records aforesaid for a participant of the present joint venture for the period under assessment, the total mark for this joint venture shall then be the mark attained by the other participant of this joint venture with performance records aforesaid for the corresponding attributes. If there are more than one other participant in this joint venture, the total mark for this joint venture shall be the weighted average of the marks attained by these other participants with performance records aforesaid only in accordance with their shares of work by value for the corresponding attributes.

- (v) The following are worked examples showing different scenarios for calculating the PPR of joint venture.

	JV 1	JV 2	JV 3
Lead participate A (50%)	40	58	No PPR
Participant B (30%)	60	50	No PPR
Participant C (20%)	40	No PPR	No PPR
Overall PPR of JV	46	55	50.5

- (i) All participants have PPR

Overall PPR of JV = Weighted average marks of all participants

$$\begin{aligned}\text{Overall PPR of JV 1} &= (40 \times 0.5 + 60 \times 0.3 + 40 \times 0.2) \\ &= 46\end{aligned}$$

- (ii) Some participants have PPR

Overall PPR of JV = Weighted average marks of participants with PPR

$$\begin{aligned}\text{Overall PPR of JV 2} &= (58 \times 0.5 + 50 \times 0.3) / (0.5 + 0.3) \\ &= 55\end{aligned}$$

- (iii) All participants have NO PPR

Overall PPR of JV = Average marks of other JV or bidders with PPR

$$\begin{aligned}\text{Overall PPR of JV3} &= (46 + 55) / 2 \\ &= 50.5\end{aligned}$$

5. Performance Management of Joint Ventures

- (a) It is not necessary to prepare a report on the consultant's performance for each participant of the joint venture. Instead, one report on the joint venture's performance, with comments on the input and information on the value of the share of the consultancy services of the participants, shall be prepared. The same report will be made applicable to each participant of the joint venture.
- (b) The rules for the administration of and regulating actions on consultants on the AACSB List of Consultants shall be applied to **All** individual consultants in the joint venture.

**Supplementary Procedures for Selection, Appointment and
Administration of Architectural and Associated Consultants
Approved / to be Considered by DCSCs**

1. Introduction

The following supplementary procedures should be followed for consultancy agreements approved / to be considered by Departmental Consultants Selection Committees (DCSCs).

2. Consultant Selection

- (a) Submissions for approval of the list of consulting firms for inviting consultancy proposals, consultancy briefs, marking schemes for assessing the consultancy proposals, pre-contract negotiations, appointment of consultants and cancellation of consultants selection exercises should be sent to the Chairperson of DCSC and copied to the Members of DCSC.
- (b) Submissions made to DCSC should in general follow the format of AACSB Submissions.
- (c) The Secretary of AACSB's general administration duties including allocation of agreement numbers, posting the information of invitation of proposals onto the ArchSD's Internet website, collection and distribution of consultancy proposals, maintenance of AACSB Consultants List, processing requests for change of company name, upkeeping AACSB database, remain unchanged. Relevant records of the appointment of consultants, commencement, termination and completion of agreements should continue to be sent to the Secretary of AACSB.
- (d) The letters of invitation of EOI and technical and fee proposals shall be copied to the Secretary of AACSB.

- (e) However, unlike the case with AACSB consultancies, both technical and fee proposals will be forwarded unopened to DCSC of the procuring departments after the closing time. The unopened fee proposals shall be kept by the Chairperson of DCSC until the technical proposals for the agreement have been endorsed by DCSC.
- (f) For agreements without EOI adopted, upon endorsement of the technical proposals, the fee proposals of those consultants who are technically competent shall be opened.
- (g) The fee proposals shall be opened by the Chairperson of DCSC in the presence of the Secretary of DCSC. One copy of the fee proposals should be sent to the Chairperson of the Assessment Panel for combined assessment and the other copy of the fee proposals should be kept by the Secretary of DCSC.
- (h) For agreements with EOI adopted, the approval of extension of the validity of shortlisting shall be given by DCSC.
- (i) For agreements managed by departments other than ArchSD, upon appointment of the consultant for the agreement, the procuring department shall send a copy of the fee proposal of the winning consultant to the Secretary of AACSB for record. The letter of appointment shall also be copied to the Secretary of AACSB.
- (j) Upon execution of the agreement, signed original Agreement in form of hard copy and certified true copy in form of CD-ROM together with the relevant information using the proforma at Annex A to this Appendix shall be sent to the Secretary of AACSB for compiling database.

3. Consultants' Performance

- (a) Similar to AACSB consultancies, quarterly reports and final reports on the performance of consultants and sub-consultants in the format as Appendix 22 and Appendix 32 are required to be endorsed by departmental CRC and be submitted to DEVB via CNPIS (not required for sub-consultants' performance reports).
- (b) The regulating actions of suspension from bidding and removal from the List resulting from poor performance in consultancy agreements shall also apply to consultancy agreements under DCSC's purview.

4. Approval of Variations

Procuring departments shall follow the regulations stipulated in Appendix V(B)BI to SPR for approving variations to consultancy agreements for contracts with accumulated value up to \$10 million.

Memo to Notify Secretary, AACSB of Appointment of Consultants
for Agreements Approved by DCSC
(For departments other than ArchSD)

RESTRICTED (CONTRACT)

<u>MEMO</u>	
From _____ Ref _____ Tel _____ Date _____	To Secretary, AACSB _____ Ref. _____ Dated _____

Departmental Consultants Selection Committee [DCSC]

(Agreement No.)

(Agreement Title)

Appointment of Consultant

I enclose the executed agreement (with original agreement in form of hard copy and certified true copy of agreement in form of CD) together with the Summary of Technical and Fee Proposals and the contract particulars for the captioned consultancy agreement for your retention.

2. Should you have any queries on this agreement, please contact Mr./Ms. XXX *(post)* at *(telephone number)*.

 (D1 officer)
 (Procuring Department)

Encl. – Copy of Executed Agreement, Summary of Technical and Fee Proposals and Particulars of Consultancy Agreement, Fee Analysis of the Recommended Consultant and Letter of Appointment

Particulars of Consultancy Agreement

Agreement No. :	
Agreement Title :	
Disciplines of Consultants :	Lead Arch / SE / BS / LA / BV / QS / Others Sub-consultants Arch / SE / BS / LA / BV / QS / Others
Name of Consultant:	
Name of Sub-consultants:	(Discipline) (Name)
Estimated Project Value (\$) :	
Estimated Fee (\$) : (excluding notional value for additional Services)	
Awarded Fee (\$) :	
Fee Basis :	Lump Sum / Percentage Fee
Approved Notional Value for Additional Services (\$) :	
EOI Adopted :	Yes / No
Technical / Consultancy Fee / Fee Quality Weighting :	72%/ 18%/10% or 63%/27%/10% or 54%/36%/10% or others (please specify)
Staff composition weighting :	[P/D +CP] : [SP+P] : [AP+T] = : :

Agreement awarded to the highest combined scores consultant :	Yes / No (If No, please specify the overall ranking of the winning consultant and advise the reasons for not awarding to the highest combined scores consultant.)
No of conforming bid:	
Ranking of the winning consultant in the assessment of technical proposals :	1 st / 2 nd / 3 rd / 4 th / []
Ranking of the winning consultant's fee bid among the conforming bid :	Lowest / 2 nd lowest / 3 rd lowest / 4 th lowest / []
Consultants not considered during Assessment:	Yes / No (If Yes, please advise the reasons for not considering. e.g. technically incompetence, unreasonably low bid, etc.)
Date of Award :	
Expected Commencement Date of Agreement :	
Expected Completion Date of Agreement:	

(Delete if inappropriate)

This proforma should be completed and appended to the submission to the Head of Department (HoD) or the D2 (or above) officer as appropriate. [see Guidance Note to Clause 18.4 of Typical Format of Brief in Appendix 9]

Proposal for Change of Core Personnel in Project Team of Consultant

Assessment/Comparison of the Core Personnel

Agreement No. : _____
 Position of Core Personnel : _____
 Proposed Date of Change : _____

Table A	Core Personnel in the original Technical Proposal of the consultant
Corresponding staff category concerned <u>and</u> Corresponding grade attained	
Minimum requirements on qualification and experience of the corresponding staff category concerned <u>and</u> Number of relevant job reference for attaining the corresponding grade <i>[Guidance Note: The project team shall refer to the “relevant experience and qualifications of core personnel” attribute under the assessment criteria for Technical Proposals stated in Invitation Letter for Technical & Fee Proposals.]</i>	

Table B	Core Personnel in the original Technical Proposal of the consultant	Proposed Replacement
Name of Personnel		
Academic Qualifications		
Professional Qualifications		
Years of Relevant Experience and No(s). of Relevant Job Reference		
Other Remarks		
Does the proposed replacement fulfil the criteria required in Table A? (See Note 1)		Yes / No

Note 1

Please demonstrate that the proposed replacement can meet the minimum qualification and experience requirements of the staff category concerned and has sufficient number of relevant job reference for attaining the same grade as attained by the member of the core personnel to be replaced in the original Technical Proposal of the Consultant.

Government Departments' Internal Checklist for AACSB Submission

Agreement No. and Title: _____

Department: _____

A. General

	Item (Reference clause in AACSB Handbook / Reference Technical Circulars)	Yes	No	Remark
1.	Check if the submission is in accordance with the required format. (3.5.2)	<input type="checkbox"/>	<input type="checkbox"/>	
2.	State the authority to employ consultants, and availability of funds or approval given for invitation of EOI/T&F Proposals before fund availability.	<input type="checkbox"/>	<input type="checkbox"/>	
3.	State officers' declarations on conflicts of interest (actual, potential and perceived), and if there is any, state what remedial actions have been taken. (3.2.3)	<input type="checkbox"/>	<input type="checkbox"/>	
4.	State any non-standard/special requirements in the tender document/supplementary agreement/supplementary brief with advice sought from DEVB and/or LAD(W) where appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	
5.	State any key recommendations given in case legal advice has been obtained to assist departments in dealing with consultants' submissions.	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Ensure appendices to the draft Brief except standard annexes and site layout plans should not be included and check if the submission is printed on double sides as far as possible.	<input type="checkbox"/>	<input type="checkbox"/>	

B. Stage 1 - Shortlisting Stage

	Item (Reference clause in AACSB Handbook / Reference Technical Circulars)	Yes	No	Remark
1.	State the longlist used and if notice of EOI posted on the internet. (3.3.2, 3.3.3 and 3.3.4)	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Check the records of suspension and major noticeable events (serious default or non-performance) for consultants and their sub-consultants in the CNPIS and whether they are (i) under suspension from bidding at the deadline for EOI submission, (ii) suspended from bidding after the deadline for EOI submission, or (iii) reported with serious default or non-performance. (DEVB TCW No. 2/2016 and 3/2016)	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Check the shortlisting criteria against the AACSB's guidelines, the arithmetic of technical marks in Summary of Assessment on EOI and the recommended short list of consultants.	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Check if the composition of assessment panel (AP) is in line with the AACSB's guidelines and departmental own guidelines. (3.2.2)	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Check the minutes for proper recording of mark adjustment, diverged marks and negative assessment. (3.4.1)	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Include the proposed Marking Scheme, Technical/Consultancy Fee/Fee Quality weighting as recommended by the AP, and state any deviation from the standard ones and the justifications. (3.14)	<input type="checkbox"/>	<input type="checkbox"/>	
7.	State DEVB's endorsement and LAD(W)'s legal vetting if any non-standard SCE or Schedule of Fees clause is proposed. (4.5)	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Check the draft Brief for inclusion of all standard clauses and where appropriate some drawings, specifying the key scope of study/design clearly, limits of PII for different types of assignments, key dates and programme, schedule of deliverables, number of external meetings, clear description of services for procurement and supervision of specialist services as out-of-pocket expense items where required, etc. (4.6)	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Check the draft Brief against inclusion of secretarial services for meetings and preparation of PDS/TFS/Panel/PWSC submissions. (4.6)	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Check if the SCE "phases subject to incorporation" is required and used, then (i) state the reasons/justifications for adopting the clause for various phases; and (ii) include in the draft Brief the required time table for various phases. (5.13.1(c) and Technical Reference No. 5 at Appendix 36)	<input type="checkbox"/>	<input type="checkbox"/>	
11.	If specialist services to be included as out-of-pocket expense items are proposed, (i) state the reasons why the arrangement is more suitable; and (ii) state the value and details; and (iii) check the allowed limit of value. (Section 19 at Appendix 9)	<input type="checkbox"/>	<input type="checkbox"/>	

	Item (Reference clause in AACSB Handbook / Reference Technical Circulars)	Yes	No	Remark
12.	Check payment schedule in the Schedule of Fees (endorsed by an officer of D2 or above) and state any deviations from standard structure and the justifications. (5.6.3)	<input type="checkbox"/>	<input type="checkbox"/>	
13.	State the consultants' comment/feedback on the draft Brief and Schedule of Fees during EOI and corresponding actions taken. (5.6.4)	<input type="checkbox"/>	<input type="checkbox"/>	
14.	Check if the list of sub-consultants is complete.	<input type="checkbox"/>	<input type="checkbox"/>	
15.	Check the submission to ensure its full coverage of those required contents and alignment with the sample. (3.5.3(a))	<input type="checkbox"/>	<input type="checkbox"/>	

C. Stage 2 - Nomination Stage

	Item (Reference clause in AACSB Handbook / Reference Technical Circulars)	Yes	No	Remark
1.	State any change of sub-consultants and corresponding assessment by AP.	<input type="checkbox"/>	<input type="checkbox"/>	
2.	State any comments from shortlisted consultants on the tender documents and department's response. (3.9)	<input type="checkbox"/>	<input type="checkbox"/>	
3.	State any refinement to payment schedule approved by HoD. (5.6.4)	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Check the records of suspension and major noticeable events (serious default or non-performance) for consultants and their sub-consultants in the CNPIS and whether they are (i) under suspension from bidding at the deadline for T&F submission, (ii) suspended from bidding after the deadline for T&F submission, or (iii) reported with serious default or non-performance. (DEVB TCW No. 2/2016 and 3/2016)	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Check arithmetic in the calculations of technical marks and the combined technical and fee assessment	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Vetting the minutes of assessment panel meeting on items requiring attention, like any amendments of grades, deliberation on marks differing by two grades or more among panel members, why the consultant is still technically capable even if panel members have given negative comment/poor grades, and proper record of perceived strengths and weaknesses of each technical proposal discussed by the assessment panel.	<input type="checkbox"/>	<input type="checkbox"/>	
7.	State any correction made to the fee proforma or manpower input in technical proposal and any proposed staff of any consultant not meeting the minimum qualification and/or experience requirements. Provide the correspondences exchanged with the consultant(s) concerned.	<input type="checkbox"/>	<input type="checkbox"/>	
8.	Compare the lump sum fee and staff rates of recommended bid with those of other bidders, pre-tender estimate and other assignments of similar nature / scale. Check against any unreasonably low bid, including the lump sum fee and any unreasonable rates, including staff rates in lump sum fee, staff rates for additional Service and RSS on-cost rates. Make enquiry to the consultant concerned and seek justifications with positive proof for any prima facie unreasonably low bid. State the recommendation with justifications. (3.12(f), Appendix 15, ETWB TCW No. 8/2003 and DEVB TCW No. 2/2016)	<input type="checkbox"/>	<input type="checkbox"/>	
9.	State HoD's approval obtained for any proposed rejection of unreasonably low bid. (ETWB TCW No. 8/2003)	<input type="checkbox"/>	<input type="checkbox"/>	
10.	Check against the expiry of the validity period, and extend if necessary. (3.20)	<input type="checkbox"/>	<input type="checkbox"/>	
11.	Check if the final recommendation of award is in order. For any disqualification of bids, provide detailed justifications and deliberations.	<input type="checkbox"/>	<input type="checkbox"/>	
12.	Check if funds are adequate for award. (1.3)	<input type="checkbox"/>	<input type="checkbox"/>	
13.	Check the submission to ensure its full coverage of those required contents and alignment with the sample (3.5.3(c))	<input type="checkbox"/>	<input type="checkbox"/>	

D. Submission for direct selection of a single consultant for fee negotiation and /or increase in fee ceilings for additional services

	Item (Reference clause in AACSB Handbook / Reference Technical Circulars)	Yes	No	Remark
1.	State the justifications for direct selection (3.5.3(d)) or for proposed negotiation with the original consultant. (9.4)	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Check if appropriate estimate of manpower and whether prevailing market rates to be adopted.	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Check whether the proposed extension of consultancy scope is within the approved scope of the project. (Appendix 24)	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Include Supplementary Brief and Schedule of Fees, where appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	
5.	Include a brief account of expenditures incurred, including (i) a full list of previously approved items, (ii) current approved limits under AACSB & SPR, (iii) calculations to illustrate the increase in ceiling required, and (iv) a list of additional Services which are anticipated at the time of submission.	<input type="checkbox"/>	<input type="checkbox"/>	
6.	State if Controlling Officer's agreement has been sought for seeking the Board's any retrospective approval of variations. (Appendix 24)	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Check the submission to ensure its full coverage of those required contents and alignment with the sample	<input type="checkbox"/>	<input type="checkbox"/>	

Completed by -

Signature: _____

Name: _____

Post/Office: _____
(Rank not lower than Senior Professional)

Date: _____

Endorsed by -

Signature: _____

Name: _____

Post/Department: _____
(Rank not lower than D1 level)

Date: _____

Note: This above checklists are not exhaustive. Project officers should ensure that their submissions should comply with the latest requirements in the AACSB Handbook, SPR and relevant circulars.

RESTRICTED (ADMIN)**M E M O**

From	CA/CBSE/CPM/CPSM/CQS/CSE [Director's Representative]	To	Chairman, CRC thro' Secretary, CRC
Ref.		Attention	
Tel.	Fax	Your Ref.	
E-mail		Dated	
Date			

Consultants Review Committee (CRC)

Overall Review on Consultant's Performance
[Name of Consultant]

[Consultancy Agreement No.]
[Project Title]

I advise below an overall review of performance of [Name of Consultant] in the captioned consultancy agreement, for CRC's consideration.

1. Background

[No.] Adverse Performance Reports were issued during the following quarters :
 [20XXQ1, 20XXQ2.....]

2. Details of Consultancy Agreement

- | | | |
|----|--------------------------|---|
| a. | Commencement date | : |
| b. | Original completion date | : |
| c. | Actual completion date | : |
| d. | Original Fee (\$M) | : |
| e. | Actual Fee (\$M) | : |

RESTRICTED (ADMIN)

3. **Project Status**

- a. Contract Commencement date :
- b. Original Contract Completion date :
- c. Extended Contract Completion date :
- d. Actual Contract Completion date /
All Works Orders Completion date
(For Term Contract) :
- e. Original Contract Sum :
- f. Final Contract Sum :

4. **Consultant's Performance in particular aspect(s)**

- a. Programming, progress reports and adherence to programme
- b. Competency and adequacy of staff
- c. Achievement of objectives and targets
- d. Effectiveness in surmounting problems
- e. Familiarization with and adherence to Government requirements and procedures
- f. Participation and responsiveness of principals
- g. Management of sub-consultants
- h. Planning, preparation and management of site investigation/ field work
- i. Relationship between consultants and the managing department
- j. Public relations

[The above items are not exhaustive. Project team can suggest items and elaborate further.]

5. **Review of overall performance**

6. **Conclusion and Recommendation**

Based on the above consideration, further regulating action is [recommended / not recommended].

[If further regulating action is proposed, i.e. suspension / removal of the Consultant from the List of Consultants of AACSB, please specify the details e.g. the period of suspension, etc.]

Sample Letter to notify Consultant on unopened files submitted via e-TS(CS)*[Guidance Note: Officers shall issue the letter after the award of consultancy agreement.]*

(Consultant).....

(Address).....

.....

Dear Sirs,

Consultancy Agreement No. :.....

Title:.....

I refer to your proposals submitted for the above Consultancy Agreement dated _____.

Please be informed that we found the following file(s) submitted via the e-TS(CS) **cannot be opened / *is contaminated with computer virus:*

.....

.....

.....

In accordance with paragraph [4B][#] of the invitation tender, the above-mentioned file(s) has/have been discarded and not been considered. **The Employer has used the hard copy(ies) of the above-mentioned file(s) submitted to evaluate your proposals.* You are strongly recommended to double-check the integrity of your files before submission to avoid similar occurrence in future consultancy bidding exercises.

Yours faithfully,

()

Project Director* / Assistant Director* ()
for Director of Architectural Services

c.c.

AS(WP4)7, DEVB

Secretary, AACSB

Legend[#] Insert correct reference

* Delete as appropriate