



地利亞修女紀念學校(協和二中)
Delia Memorial School (Hip Wo No.2 College)
Tel. : 2389 6299 Fax: 2797 3618 Email: hw2@deliagroup.edu.hk
Address: 223, Hip Wo Street, Kwun Tong, Kowloon

Letter of Invitation

Our Reference : **MR-D025-22-01**

School Ref. No.: **HWII_TD03_2022-2023**

21st September, 2022

By Registered Mail

Dear Sirs,

**Quantity Surveying Consultancy Services for
DSS Major Repairs in 2022/2023 for Delia Memorial School (Hip Wo No.2 College)**

You are invited to submit lump sum fee proposal for the above consultancy by **Delia Memorial School (Hip Wo No.2 College)**, hereinafter referred to as “the School” at **223 Hip Wo Street, Kwun Tong, Kowloon**, hereinafter referred to as “the School Address”.

Your submission shall be made in accordance with the following enclosed documents :-

- (i) Memorandum of Agreement and General Conditions of Employment
- (ii) Brief
- (iii) Special Conditions of Employment
- (iv) Schedule of Fees
- (v) Fee Proposal Form (Appendix 1)
- (vi) Manning Schedule (Appendix 2)
- (vii) Letter of Anti-collusion Undertaking (Appendix 3)

Your fee proposal should be submitted directly to my office at the School Address in plain envelopes on which should be marked with the heading “Fee Proposal for Quantity Surveying Consultancy Services for **DSS Major Repairs in 2022/2023 for Delia Memorial School (Hip Wo No.2 College)**”, before 12:00 noon on 12th October, 2022. The completed Fee Proposal Form (Appendix 1), Manning Schedule (Appendix 2) and Letter of Anti-collusion and Undertaking (Appendix 3) should be submitted with the tender submission letter. Late submission will not be considered.

The School shall have the right to disclose to any third person, whenever it considers appropriate or upon request by any third party (written or otherwise), and in such manner as it deems fit:-

- (i) the fees, costs and expenses payable by the School for engaging the selected consultant; and
- (ii) the fee proposal submitted by the selected consultant.

The School is not obliged to accept the lowest or any fee proposal made and accepts no financial liability for your costs in submitting a fee proposal. In addition, the School will reject bids which are considered to have been priced unreasonably low.

You are required to confirm in your tender submission letter that you agree to abide by your fee proposal for a period of ninety (90) days from the due date for submission of fee proposal and it shall remain binding upon you and may be accepted at any time before the expiry of that period.

You shall submit a duly signed letter for anti-collusion in the form set out at Appendix 3 to this letter. The letter shall be signed by a person authorized to sign contracts/agreements on the consultant's behalf.

Your failure to comply with any requirement in this letter and the enclosed documents may render your tender invalid.

Yours faithfully,

Ms. Tse Chun Yin
For and on behalf of the School

c.c. [Subvented Projects Division of Architectural Services Department] (Attn: [SPM/SP(1)] - (w/e))
[Education Bureau] (Attn : [Ms. S.Y. Cheung] - (w/e))

Quantity Surveying Consultancy Services

DSS Major Repairs in 2022/2023 for Delia Memorial School (Hip Wo No.2 College)

Fee Proposal Form

To : **Delia Memorial School (Hip Wo No.2 College)**

I/We submit our Fee Proposal as follows:

Fee Basis : Lump Sum

Proposed Fee : HK\$ _____
(Hong Kong Dollars _____

_____)

Signed _____

Name _____

For and on behalf of (name of Consultant) _____

Date _____

Delia Memorial School (Hip Wo No.2 College)DSS Major Repairs in 2022/2023 for Delia
Memorial School (Hip Wo No.2 College)Manning Schedule

No.	Name of Consultant	Name of personnel	Position

Note to Consultant : The manning schedule is to be filled in by consultants. It should include the name and position of the proposed key personnel of consultant for the project.

To: DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

Date: _____

Dear Sir/Madam,

Quantity Surveying Consultancy Services
DSS Major Repairs in 2022/2023 for Delia Memorial School (Hip Wo No.2 College)
Letter of Anti-collusion Undertaking

[I/We]¹, _____ (Name of the consultant) of
_____ (Address of the consultant)², refer to [my/our]¹ Fee
Proposal for the above Agreement.

[I/We]¹ confirm that, before [I/we]¹ sign this letter, [I/we]¹ have read and fully understand this letter.

[I/We]¹, represent and warrant that in relation to the Fee Proposal for the above Agreement:

- (i) [I/We]¹, 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 Employer the amount of the proposed fee in the Fee Proposal or any part thereof until [I/we]¹ have been notified by the Employer of the outcome of the bidding exercise;
- (ii) [I/We]¹ 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]¹ have not made and will not make any arrangement with any person as to whether [I/we]¹ or that other person will or will not submit Fee Proposal; and
- (iv) [I/We]¹ have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the bidding process.

[I/We]¹ shall indemnify and keep indemnified the Employer 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]¹ communications in strict confidence with:

- (i) [my/our]¹ own insurers or brokers to obtain an insurance quotation for computation of the proposed fee in the Fee Proposal;
- (ii) [my/our]¹ sub-consultants to solicit their assistance in preparation of the Fee Proposal; and
- (iii) [my/our]¹ 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]³:

Name of Witness:

Signature of Witness:

Occupation:

[Guidance Notes to Consultants:

- 1. Delete as appropriate.**
- 2. 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.**
- 3. 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 contracts on behalf of that person or as the case may be company.]**

Quantity Surveying Consultancy Services

DSS Major Repairs in 2022/2023 for Delia Memorial School (Hip Wo No.2 College)

Fee Proposal Form

To : **Delia Memorial School (Hip Wo No.2 College)**

I/We submit our Fee Proposal as follows:

Fee Basis : Lump Sum

Proposed Fee : HK\$ _____
(Hong Kong Dollars _____

_____)

Signed _____

Name _____

For and on behalf of (name of Consultant) _____

Date _____

Delia Memorial School (Hip Wo No.2 College)

DSS Major Repairs in 2022/2023 for Delia
Memorial School (Hip Wo No.2 College)

Manning Schedule

No.	Name of Consultant	Name of personnel	Position

Note to Consultant : The manning schedule is to be filled in by consultants. It should include the name and position of the proposed key personnel of consultant for the project.

To: DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

Date: _____

Dear Sir/Madam,

Quantity Surveying Consultancy Services
DSS Major Repairs in 2022/2023 for Delia Memorial School (Hip Wo No.2 College)
Letter of Anti-collusion Undertaking

[I/We]¹, _____ (Name of the consultant) of
_____ (Address of the consultant)², refer to [my/our]¹ Fee
Proposal for the above Agreement.

[I/We]¹ confirm that, before [I/we]¹ sign this letter, [I/we]¹ have read and fully understand this letter.

[I/We]¹, represent and warrant that in relation to the Fee Proposal for the above Agreement:

- (iv) [I/We]¹, 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 Employer the amount of the proposed fee in the Fee Proposal or any part thereof until [I/we]¹ have been notified by the Employer of the outcome of the bidding exercise;
- (v) [I/We]¹ 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;
- (vi) [I/We]¹ have not made and will not make any arrangement with any person as to whether [I/we]¹ or that other person will or will not submit Fee Proposal; and
- (iv) [I/We]¹ have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the bidding process.

[I/We]¹ shall indemnify and keep indemnified the Employer 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] ¹ communications in strict confidence with:

- (iv) [my/our] ¹ own insurers or brokers to obtain an insurance quotation for computation of the proposed fee in the Fee Proposal;
- (v) [my/our] ¹ sub-consultants to solicit their assistance in preparation of the Fee Proposal; and
- (vi) [my/our] ¹ 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]³:

Name of Witness:

Signature of Witness:

Occupation:

[Guidance Notes to Consultants:

- 2. Delete as appropriate.**
- 2. 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.**
- 3. 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 contracts on behalf of that person or as the case may be company.]**

DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

CONTENTS

1. Memorandum of Agreement
2. General Conditions of Employment
3. Special Conditions of Employment
4. Brief
5. Schedule of Fees

DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

**DSS MAJOR REPAIRS IN 2022/2023 FOR
DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)**

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

MEMORANDUM OF AGREEMENT

DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made the _____ day of _____
BETWEEN Delia Memorial School (Hip Wo No.2 College)
of ¹ 223 Hip Wo Street, Kwun Tong, Kowloon ("the Employer") and
² _____
of ³ _____ ("the Consultant").

WHEREAS :

- A. The Employer is desirous of the Consultant providing professional services in respect of the DSS Major Repairs in 2022/2023 for Delia Memorial School (Hip Wo No.2 College) ("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 for Quantity Surveying Consultancy Services,
 - (b) The Brief,
 - (c) Special Conditions of Employment
 - (d) The Schedule of Fees, and
 - (e) Any relevant Correspondence attached hereto:
 - Consultant's tender proposal
 - Any attachments when forming the contract documents

shall constitute the Agreement.

- 3. 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)
Ms Chor Siu Har, SMC Chairperson)
in the presence of :)

[Signature of the officer]

Legal
seal

Ms Tse Chun Yin
Principal
223 Hip Wo Street, Kwun Tong, Kowloon

(a) SEALED with the COMMON SEAL of [name of Consultant] and SIGNED by [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:

[Signature of the director(s) etc]

Commo
n seal

[Name]
[Occupation]
[Address]

(b) SIGNED, SEALED AND DELIVERED by the)
[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]

(c) SIGNED, SEALED AND DELIVERED by
[name of individual] trading as
[name of the Consultant firm]
in the presence of :

[Signature of the individual]

Legal
seal

[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 executes under common seal.

Case (b) is for use where the Consultant executes through an attorney.

Case (c) is for use where the Consultant is owned by an individual.

- 1 Insert the address for service of documents.
- 2 Insert the name of the Consultant.
- 3 Insert the address of the Consultant.

* Delete as appropriate

DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

GENERAL CONDITIONS OF EMPLOYMENT

DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

GENERAL CONDITIONS OF EMPLOYMENT

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CONSULTANCY AGREEMENT
FOR
QUANTITY SURVEYING CONSULTANCY SERVICES

GENERAL CONDITIONS OF EMPLOYMENT

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, 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. All other amendments/ variations made due to the Project shall also be regarded as part of the works to be included under this Assignment;

"Consultant" or "Quantity Surveying Consultant" means the person, firm or company named in the Memorandum of Agreement and includes the Consultant's permitted assignees;

"Deliverables" means all the reports, drawings, documents, software, certificates and other items described in the Brief which are to be produced by the Consultant under this Agreement;

"Employer" means the school named as "the Employer" in the Memorandum of Agreement;

"Employer's Representative" means such person as may be appointed from time to time by the Employer and notified in writing to the Consultant to act as the Employer for the purposes of this Agreement and the person so appointed may be described either by name or as the holder for the time being of an office;

"Lead Consultant" means the person, firm or company separately engaged by the Employer for architectural and associated consultancy services other than quantity surveying services.

"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;

"Supervising Officer" means the Supervising Officer (or the Architect as the case may be) appointed by the Employer in a works contract;

"Supervising Officer's Representative" means the Supervising Officer's Representative (or the Architect's Representative as the case may be) appointed in a works contract;
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.

Singular and plural

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 the 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 provides 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 Employer.</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 Employer'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 Employer) 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 purpose 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 Employer 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>

		<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 Employer 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.</p> <p>(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.</p> <p>(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.</p>
Information to be supplied by the Employer	10.	<p>(1) The Employer'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 shall reasonably be required for the performance of the Services.</p> <p>(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 Employer's Representative if so required.</p> <p>(3) The Consultant shall take all necessary steps to approach the Employer's Representative for the supply of information and for making additional copies of any information supplied.</p>
Information to be supplied by the Consultant	11.	The Consultant shall, through the Employer'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 Employer's Representative and render reports at reasonable intervals when asked to do so, and shall assist the Employer'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.	<p>(1) For a period of 12 years commencing from the date of issue of the certificate by the Consultant stating the final contract sum in a works contract or some other date as notified in writing by the Employer to the Consultant, the Consultant shall retain and store all records, measurement books, accounts and other information in respect of the works contract.</p>

- (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.

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| Attendance at meetings | 13. | The Consultant shall, if reasonably possible, attend or be represented at all meetings convened by the Employer's Representative or Lead Consultant to which he may be summoned and shall advise and assist the Employer's Representative and the Lead Consultant on all matters relating to the Services. |
| Facilities for inspection | 14. | The Consultant shall at all times give to the Employer, his representatives and any persons duly authorised by him reasonable facilities to inspect or view the contract works covered by this Agreement and the sites for such contract works; and all plans, drawings, specifications, records and correspondence in his possession relevant to any works contracts covered by this Agreement. |
| Approval of documents | 15. | <p>(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 for tenders shall not be used for such purpose unless they shall first have been approved by the Employer'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 Employer's Representative in writing.</p> <p>(3) The Consultant shall, when so requested by the Employer, 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 Employer'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> |

Employer's Representative

- | | | |
|---------------------------|-----|--|
| Employer's Representative | 16. | The Consultant shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Employer's Representative and, subject to any limitations imposed by the Employer's Representative in any letter of authority granted by him, such other person to whom the Employer's Representative may delegate his powers. |
|---------------------------|-----|--|

Services to be undertaken by the Consultant

- | | | |
|-------------------------|-----|--|
| Amendments to the Brief | 17. | <p>(1) The Employer 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 or suggestions for amendments to the Brief shall be referred to the Employer for his clarification or instructions regarding further action.</p> |
| Written approval | 18. | The Consultant shall obtain the prior written approval of the Employer prior to entering into any commitment for expenditure for which there is provision for reimbursement under the Schedule of Fees. |
| Consultation | 19. | <p>(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> |

- (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 Employer 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 Employer's Representative.

20. (Not used).

Exclusive ownership

- 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.
- (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.
- (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 Employer'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.
- (4) The Consultant shall, at the request of the Employer's Representative, do such acts and execute all such deeds and documents (or procure that same be done or executed) as the Employer'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 Employer'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 Employer 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 Employer's Representative.
Instructions and procedure	23.		The Consultant shall comply with all reasonable instructions of the Employer or the Employer's Representative. The Employer's Representative shall issue to the Consultant general instructions on procedure and shall supply such additional information 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 Employer'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.
	24.		(Not used)
Referral of variations and claims	25.		The Consultant shall :-
		(a)	as soon as the value of a variation to the contract works under any such works contract has been determined, refer the details of the evaluation to the Lead Consultant and the Employer's Representative for information; and
		(b)	report to the Lead Consultant and the Employer'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 Lead Consultant and the Employer's Representative to reach a decision.
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 Employer's Representative, who may impose conditions on his agreement, the corresponding key dates shall be changed and the changed dates 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 Employer's Representative shall either agree the draft programme or instruct the Consultant to submit a revised draft programme.
		(4)	If the Employer's Representative does not agree the revised draft programme submitted under sub-clause (2) of this Clause, he shall issue an instruction under Clause 23.
		(5)	When the Employer's Representative has agreed the draft programme or the revised draft programme submitted under sub-clause (2) of this Clause or such other draft programme as may result from sub-clause (4) of this Clause, the agreed draft programme or the revised draft programme shall become the Programme for carrying out the Assignment and shall be amended only with the approval of the Employer'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 his claims 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 within 28 days after receipt of the Consultant's invoice by the Employer. In the event of failure by the Employer to make payment to the Consultant in compliance with the provisions of this Clause the Employer shall pay to the Consultant interest at 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 Employer 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.
Payment for additional Services	33.	<p>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> <p>(a) explanations or adjustments made under Clause 7;</p> <p>(b) changes to the Brief made under sub-clause (1) of Clause 17;</p> <p>(c) clarifications or instructions given under sub-clause (2) of Clause 17;</p> <p>(d) appointments or nominations made under sub-clause (2) of Clause 19; or</p> <p>(e) instructions given under Clause 23.</p>

Reduction of fees	34.	<p>If it is determined by the Employer 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; or (e) instructions given under Clause 23, <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	35.	<ul style="list-style-type: none"> (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. (2) The Consultant shall notify the Employer in writing within 28 days of such a delay occurring and shall detail the reasons which in their 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. (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 Employer details of the records being kept in respect thereof. Without necessarily admitting the Employer's liability, the Employer may require the Consultant to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim. The Consultant shall permit the Employer to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Employer so requires. (4) After giving a notice of delay to the Employer under sub-clause (2) of this Clause, the Consultant shall, as soon as is reasonable, send to the Employer a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer may reasonably require, the Consultant shall send to the Employer further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto. (5) If the Consultant fails to comply with the provisions of sub-clauses (3) or (4) of this Clause in respect of any claims under this Clause, the Employer may consider such claim only to the extent that the Employer 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		
	36.	<i>(Not used)</i>
Non-assignment	37.	The Consultant shall not have the right to assign or transfer the benefit and obligations of this Agreement or any part thereof.
Employment and replacement of sub-consultants	38.	<p>The Consultant shall obtain the prior written approval of the Employer to :-</p> <ul style="list-style-type: none"> (a) the appointment of a sub-consultant to undertake any part of the Services, and

	(b)	the replacement of any sub-consultant appointed under sub-clause (a) of this Clause.
Liability of the Consultant for acts and defaults of any sub-consultant 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-consultant, 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 covered by this Agreement, 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.	<p>(1) This Agreement may be suspended or terminated by the Employer at any time, by the Employer giving the Consultant one month's notice in writing.</p> <p>(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.</p> <p>(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 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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(7) Should this Agreement continue to be suspended for a period of more than two years then either :-</p> <p>(a) it shall be terminated upon the written notice of either party, or</p> <p>(b) it may be renegotiated with the agreement of both parties.</p> <p>(8) Upon suspension or termination the Consultant shall forthwith at his own costs deliver to the Employer the number of copies as required under the Brief of all Deliverables thus far carried out up to the date of suspension or termination.</p>
Special risks	42.	<p>(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>

- (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.
- (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.
- (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.

Appeal
to Employer

- 43. (1) The Consultant shall have the right to appeal to the Employer against any instruction or decision of the Employer's Representative which he considers to be unreasonable.
- (2) Where a dispute or difference has arisen over an Employer's 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.

Settlement
of disputes

- 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 Employer and the partner or director of the Consultant, who shall meet within 21 days of such matter being referred to them.
- (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 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.
- (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 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.

- (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 Employer 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 Employer 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 Employer to disclose such specified information to the said Committee strictly on a confidential basis. If the Employer considers that there are legitimate ground to accede to the other party’s request, the Employer shall convey the request to the said Committee for its consideration.”
- (5) All the provisions in Schedule 2 to the Arbitration Ordinance shall apply to any arbitration instituted in accordance with this Clause.
- (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.

Prevention
of bribery

45. The Consultant shall prohibit his directors, employees, agents and sub-consultants who are involved in this Assignment either directly or indirectly on the formulation and implementation of a Government or Government subvented project 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

Declaration
of interest

46. (1) On appointment and during the currency of this Agreement, the Consultant must declare any interest if it is considered to be in real or apparent conflict with the Services. The Consultant shall not undertake any services, which could give rise to conflict of interest, except with the prior approval of the Employer which approval shall not be unreasonably withheld.
- (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.

Insurance

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 Employer (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 1 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 2 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, from monies due to the Consultant under this Agreement 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.

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.

Form A – Letter of Undertaking for Professional Indemnity Insurance

TO DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

Dear Sirs,

Insert name of consultant

Insert consultancy agreement title

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 DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)**

Dear Sirs,

Insert NAME OF INSURED**Insert** CONSULTANCY AGREEMENT TITLE

DATE

PARTIES: The Delia Memorial School (Hip Wo No.2 College) ("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.

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

SPECIAL CONDITIONS OF EMPLOYMENT

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SCE1	Not Used
SCE2	Contracts (Rights of Third Parties) Ordinance

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

SPECIAL CONDITIONS OF EMPLOYMENT

SCE1 **Not Used**

SCE2 **Contracts (Rights of Third Parties) Ordinance**

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.

DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

BRIEF

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DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)
CONSULTANCY AGREEMENT
FOR
QUANTITY SURVEYING CONSULTANCY SERVICES
DSS MAJOR REPAIRS IN 2022/2023 FOR
DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

1. Introduction

The 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 (a) The Project comprises works as listed in Annex 3 – Scope of Approved Works of this Brief

The Project is located at **223 Hip Wo Street, Kwun Tong, Kowloon.**

(b) The Project will be procured under only a main contract

2.2 The estimated cost of this Project is \$8,729,185 at April 2022.

2.3

	\$M
Approved Contract Works Cost (with Preliminaries)	7.14
Contingencies	0.71
Provision for price adjustment	0.88
Total approved project amount	<u>8.73</u> -----

2.4 An indication of key dates, all are tentative, for this assignment is as follows:-

The key dates are tentative, and are only for the information of the Consultant.

Commencement of tender documentation for the main contract : *December 2022*

Submission of documentation for tendering the main contract : *February 2023*

Return of tenders for the main contract : *April 2023*

Commencement of the main contract : *July 2023*

Completion and hand-over of the main contract : *August 2025*

Finalisation of accounts for the main contract : 12 months after substantial completion of main contract.

The Consultant is required to verify the accuracy of all the key dates in the Brief and Agreement if any, report and seek Employer's Representative in case of discrepancy in the key dates within 4 weeks of the due date for commencement of the Agreement.

3. Objectives of the Assignment

The objective is to obtain professional Services for the Assignment described in Section 4 herein from the pre contract cost planning stage through to the preparation and agreement of Final Contract Sum(s).

4. Description of the Assignment

4.1 (a) The Assignment shall be carried out in compliance with the Schedule of General Instructions at Annex 1 and, in particular, the Brief and in accordance with the procedures from time to time laid down by the Education Bureau.

(b) The basis of the fee shall include for the following Services:-

- (i) Pre and post-contract cost planning and cost control services;
- (ii) Preparing tender documents and all tender documents shall be prepared as Bills of Quantities
- (iii) Preparing reports on tenders;
- (iv) Preparing contract documents;
- (v) Valuations for interim certificates;
- (vi) Preparing accounts of variations and agreeing Final Contract Sum(s);
- (vii) Assisting in settling items presented as contractual claims in respect of Clause No. 27 of the Agreement and Schedules of Conditions of Building Contract for use in Hong Kong (2005 Edition), Clause No. 63 and 64 of the Government General Conditions of Contract for Building Works (1999 Edition) or any similar approved clause relating to an alternative form of Contract agreed by the Employer; and
- (viii) Assisting in substantiation for subvention as required by the Employer's Representative. The information necessary for the substantiation is listed in Annex 2 to this Brief and should be submitted to the Employer's Representative upon the settlement of the final account.

(c) The following are not included in the Assignment but, if required, shall be instructed by the Employer as additional Services :-

- (i) Preparing reduction of tenders;
- (ii) Preparing supplementary agreements;

(iii) Note used; and

(iv) Involvement in formal adjudication, mediation, litigation and arbitration proceedings.

4.2 Not used.

5. Deliverables

(a) In the presentation of all Deliverables the Consultant shall adopt the format of the standard Government documentation referred to in the Schedule of General Instructions at Annex I.

(b) Agreement and Schedules of Conditions of Building Contract or Government General Conditions of Contract for Building Works shall remain unaltered. Any amendments required shall be by means of Special Conditions of Contract and authorised in writing by the Employer.

(c) The Consultant shall produce the following:-

(i) Not used;

(ii) Detailed estimates of cost adopting Estimating using Risk Analysis (ERA) techniques as used by Architectural Services Department;

(iii) Elemental analyses of cost;

(iv) Cost estimates and checks during the pre-contract stage;

(v) Tender documentation for the main contract.
Tender documentation for the main contract shall be Bills of Quantities for Lump Sum tenders. Building services installations, other than lifts and escalators will be measured and included in the main contract under domestic subcontract arrangement. If non-Government funded items / facilities are involved, all subvented works and non-subvented works should be clearly delineated in the tender documents as far as practicable;

(vi) Reports on tenders for the contracts listed in (v) above;

(vii) Contract documents for signing and distribution;

(viii) Interim certificates for the contracts listed in (v) above;

(ix) Financial reports as stipulated in Sections 8 and 9 herein;

(x) Final contract sums for the contracts listed in (v) above; and

(xi) The Consultant shall draw the Employer's attention to 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 Employer, to establish the existence of any licence, copyright, patent or restriction.

(d) The Consultant shall provide the Employer's Representative with hard and soft (electronic files) copies of all documents as required during the work stages of the Assignment. Unless otherwise requested by the Employer's Representative, four copies of such document will be required.

6. Services to be provided by the Consultant

(a) Pre-tender Stage

- (i) Attend pre-tender project team meetings when required;
- (ii) Prepare and provide progressive cost estimates and advise on modifications in design to maintain budgetary limits;
- (iii) Prepare and provide detailed estimates adopting Estimating using Risk Analysis techniques based on approximate quantities and priced at composite rates;
- (iv) Prepare and provide elemental analyses of cost from detailed estimates and report on comparative costs of various elements.
- (v) Prepare pre-tender estimates by pricing tender documents.

(b) Tender Stage

- (i) Arrange pre-qualification of tenderers when instructed by the Employer's Representative.
- (ii) Prepare and provide tender documentation including clarifications and addenda for the calling of tenders.
- (iii) Assess tenders on their return and submit recommendations.
- (iv) Prepare and provide elemental analyses of cost based on the accepted tender.

(c) Construction Stage

- (i) Prepare and provide contract documents for signature and record purposes (to include copies for the use of others);
- (ii) Carry out the duties of the Quantity Surveyor under the General and/or Special Conditions of Contract for the works contract(s) including the measurement and valuation of the works, providing the Contractor(s) with priced bills of variations and assisting in agreeing the final contract sum(s);
- (iii) Advise on the cost effect of variations; Identify and immediately report to the Employer's Representative for any discrepancies in the contract documents such as Drawings, Bills of Quantities, and Specifications that will give rise to additional costs.
- (iv) Prepare and provide progressive budgetary statements of final cost during the contract period;
- (v) Attend site meetings when required;
- (vi) Attend other consultants' meetings when required;
- (vii) Survey works in progress, including building services installations, take particulars and report valuations for interim certificates for payments on account to the contractor(s);
- (viii) Measure and make up bills of variations, including building services installations, and price and agree totals with the contractor(s); Account for the use of alternative products or materials having equivalent functions or performance;
- (ix) Account for Prime Cost Sums, Provisional Sums, provisional quantities and fluctuations (if any); and
- (x) Account for claims from the contractor(s) including providing an assessment of each claim.

- (d) The Consultant shall be required to provide attendance and any other necessary assistance for the Employer's Representative to carry out any types of audit and inspection either in his office or on site.

7. Programme of Implementation

- (a) The due date for commencement of the Agreement is the date of written acceptance of the Consultant Proposal.
- (b) Pursuant to Clause 26(2) of the General Conditions of Employment, the Consultant shall submit the draft programme and revised draft programme and the Employer's Representative shall agree, or instruct, with the following periods:

Submission of the draft programme: Within 2 weeks of the due date for commencement of the Agreement

Agreement of the draft programme: Within 2 weeks from receipt of or instruction for submission of revised draft programme

Submission of revised draft programme: Within 2 weeks from the instruction of the Director's Representative

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 Employer's Representative and the Lead Consultant 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.

- (c) The key dates referred to in Clause 26(2) of the General Conditions of Employment shall include but not be limited to:-
 - (i) The dates of submission of the tender documents sufficient for tendering of the works contracts;
 - (ii) The dates of return of tenders for the works contracts;
 - (iii) The dates of commencement of the works contracts;
 - (iv) The dates of substantial completion of the works contracts;
 - (v) The dates for the finalisation of the accounts of the works contracts.

8. Progress Reports

The Consultant shall submit to the Employer's Representative progress reports at monthly intervals (or submission intervals as directed by the Employer's Representative) on all aspects of the Services relating it to the Programme referred to in Section 7. The reports shall include a list of those parts of the work the execution of which are behind the Programme together with proposal to expedite progress, so as to complete the Services on time. The reports shall also include updated expenditure forecasts of the fees due to the Consultant.

9. Financial Management

- (a) The Consultant shall closely monitor progress and expenditure on the works contract(s) and be alert to the possibility of the contract sum(s) being exceeded.
- (b) The Consultant shall submit the following in an agreed form at monthly intervals or at such other intervals as the Employer's Representative may require:-
 - (i) a report on the current and the forecast expenditure on the various elements of the Project incorporating all information as required by Clause 25 of the General Conditions of Employment;
 - (ii) a projected monthly cashflow pattern of contract payments and consultancy fees drawing attention to reasons for deviations from prior forecasts.
- (c) To ensure sufficient time to obtain the necessary authorities and make funds available, the Consultant shall give the Employer's Representative at least four months notice in writing of the need to increase the approved contract sum(s) 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. Full details of the proposed net increase shall be broken down into the following categories:-
 - (i) Price fluctuation (if any). 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 variations. Reasons shall be given for increases and decreases in relation to the earlier estimates; and
 - (iii) Claims from the contractor(s) including the Consultant's assessment of each claim.
- (d) The Consultant shall endeavour to complete final accounts for the main and sub contracts which comprise the works within the period stipulated in the contract document. The final accounts shall take into account the subvented nature of the works and be clearly and carefully apportioned into those areas approved for subvention and those separate or apportioned areas which are the sole financial responsibility of the Employer. Where it is impossible to complete the final account in a timely manner, the Consultant will regularly provide to the Employer a statement indicating settlement progress and cost. The Consultant is to be aware that subvention funding carries a finite availability beyond which funding becomes unavailable. If the Consultant fails to produce a timely, accurate and apportioned final account resulting in termination of funding, the Employer may seek to recover any affected funding shortfalls from the Consultant's professional indemnity insurance.

10. Variations and Other Commitments

- (a) Under Clause 25 of the General Conditions of Employment, the Consultant shall report all claims to the Employer's Representative within fourteen days of his receipt.
- (b) The value of a variation to the Contract Works or other expenditure commitment for the purpose of Clause 24(1) of the General Conditions of Employment is HK\$800,000.00.

11. Employer's Representative

The Employer's Representative as defined in the General Conditions of Employment shall be such person as may be authorised by the Employer in writing and notified to the Consultant. The Employer may delegate any of the powers and functions vested in him to the Employer's Representative. If the Consultant is dissatisfied with a decision or instruction of the Employer's Representative pertaining to the Assignment, the matter shall be referred to the Employer for a ruling.

During the course of the Agreement the Consultant shall report directly to the Employer's Representative.

12. Consultant's Office and Staffing

- (a) The Consultant shall maintain for the duration of this Agreement an office in Hong Kong under the control of a professionally qualified principal of the Consultant who shall be responsible for the Assignment. "Professionally qualified" shall mean a corporate member of a professional institution recognized for corporate membership of the Hong Kong Institute of Surveyors (Quantity Surveying Division) who is also a Registered Professional Surveyor (Quantity Surveying). He shall have adequate authority and sufficient professional, technical and administrative support in all relevant disciplines to ensure progress to the satisfaction of the Employer's Representative.
- (b) The Consultant shall provide the Employer's Representative with full details of staff to be employed on the Assignment together with C.V.'s and qualifications.

13. Adherence to the Consultant's Staffing Proposal

- (a) Upon appointment and for the duration of this Assignment, the Consultant shall provide the staff and manpower input in accordance with his proposal which was submitted with the bid for this Assignment.
- (b) For the purpose of verifying that the Consultant has adhered to the staffing proposal as stated in the proposal, the Consultant is required to keep monthly records of his core personnel involved in this Assignment and submit these for checking upon request by the Employer's Representative.
- (c) If the Consultant is unlikely to provide or maintain any core personnel as proposed in his proposal because of reason(s) beyond his control, the Consultant shall report to the Employer's Representative as soon as practicable and propose, for the Employer's Representative's approval, substitute staff having qualifications and experience comparable with the staff who are leaving or have left the project team either permanently or temporarily.
- (d) If the Consultant's proposal for a change of core personnel is not accepted by the Employer's Representative, the Consultant shall either adhere to his original staffing proposal or submit another proposal to the Employer's Representative for consideration.
- (e) The Employer's Representative reserves the right to reject any replacement of core personnel proposed by the Consultant, if the conditions in sub-clause (c) of this clause are not met. The Consultant's core personnel shall not be replaced without the prior approval of the Employer's Representative.

14. Professional Indemnity Insurance

The amount of Professional Indemnity Insurance cover to be maintained in accordance with Clause 47(1) of the General Conditions of Employment shall be HONG KONG DOLLARS \$ 400,000.00.

SCHEDULE OF GENERAL INSTRUCTIONS FOR QS 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. Agreement and Schedule of Conditions of Building Contract for use in Hong Kong issued jointly by the Hong Kong Institute of Architects, the Hong Kong Institute of Construction Managers and the Hong Kong Institute of Surveyors or General Conditions of Contract for Building Works issued by the Government of the Hong Kong Special Administrative Region as directed by the Employer's Representative.
2. Articles of Agreement
3. Model Arbitration Rules
4. General Specification for Building and Particular Specifications
5. General Specification for Air Conditioning, Refrigeration, Ventilation and Central Monitoring and Control System Installation in Government Buildings of the Hong Kong Special Administrative Region
6. General Specification for Electrical Installation in Government Buildings of the Hong Kong Special Administrative Region
7. General Specification for Fire Services Installation in Government Buildings of the Hong Kong Special Administrative Region
8. General Specification for Catering Equipment Installation in Government Buildings of the Hong Kong Special Administrative Region
9. General Specification for Lift, Escalator and Passenger Conveyor Installation in Government Buildings of the Hong Kong Special Administrative Region
10. General Specification for Liquefied Petroleum Gas Installation in Government Buildings of the Hong Kong Special Administrative Region
11. General Specification for Broadcast Reception Installation in Government Buildings of the Hong Kong Special Administrative Region
12. Hong Kong Standard Method of Measurement of Building Works
13. Standard Method of Measurement for Building Elements in Government Buildings of the Hong Kong Special Administrative Region
14. Environmental, Transport and Works bureau Technical Circulars (Works) issued by the Government of the Hong Kong Special Administrative Region

Final Account Submission Checklist

Documents to be submitted with final account

1. Certified true copies of contract documents including nominated subcontracts, if applicable.
2. Contract drawings.
3. Statement of final accounts prepared and certified by the Supervising Officer concerned.
4. Indication that the final account has been signed or at least agreed in principle by the Contractor and the Subvented Organization.
5. Summary of variation accounts with description and value.
6. Account of subvented costs and non-subvented costs (for the original contract sum and/or variation accounts).
7. Statement of any items added/changed between final checking of tender documents by ArchSD and the documents sent out for tendering.
8. Copy of a letter / document stating the date of contract commencement.
9. Copy of the Certificate of Practical / Substantial Completion.
10. Summary of extensions of time with contract grounds including copy of letters for the extensions.
11. Account of delay in contract period and adjustment for Liquidated Damages.
12. Account of financial claim (prolongation claim, disruption claim, etc.) and any financial adjustment embedded in variation accounts.

13. Copies of the Supervising Officer's variation orders with associated sketches and drawings and monthly variation reports (ready for inspection and submission on request).

Note **No piecemeal submission will be accepted.** Checking of final account would commence only when full set of required documents is available.

Quantity Surveying Consultancy Services of Major Repairs 2022/23 for Delia Memorial School (Hip Wo No.2 College)

Scope of Approved Works

Item No.	Work Description	Quantities	Unit
1	External Walls and G/F Playground Repair Works		
	CONCRETOR		
	(1) Hacking-off defective concrete and finishes at external walls by saw-cut method and hand-held light power tools, and carting away all debris. Cleaning and brushing exposed reinforcement of loose rust and foreign matter, providing and securely fixing in place additional steel bars as necessary. Preparing and applying proprietary primer to all exposed reinforcement, preparing and applying proprietary bond coat to existing concrete substrate and primed reinforcement, and proprietary repair mortar up to the original surface.	304	m ²
	(2) V-cutting and raking-out the cracks with chisel, grinder or hand-held light power tools at external walls and G/F playground, and carting away all debris. Preparing and applying proprietary bond coat to existing concrete substrate and primed reinforcement, and proprietary repair mortar up to the original surface.	50	m
	SCAFFOLDING (including clearing away)		
	(1) Double row bamboo scaffold with platforms, planks, catch fans, safety net, barrier, waterproofed flood lights, etc.	4,000	m ²
	PAINTER AND PLASTERER		
	(1) Existing surfaces including preparation work		
	(a) Ceramic tiles at repaired areas at external walls.	230	m ²
	(b) Cleansing of the external walls by 1,000 p.s.i. water jet gun with cleansing agent and rinse with clean water.	3,800	m ²
2	(c) Supply and apply elastic surfacer in one coat with roller tile texture to painted areas at external walls.	900	m ²
	(d) Remove loose and defective paint at external walls.	74	m ²
	(e) Supply and apply water based primer in 1 coat and polyurethane paint in 2 coats to external walls.	900	m ²
	Internal Areas Repair Works		
	CONCRETOR		
	(1) Hacking-off defective concrete and tiles at internal areas including classrooms, laboratories, plant rooms, lavatories, corridors and staircases by saw-cut method and hand-held light power tools, and carting away all debris. Cleaning and brushing exposed reinforcement of loose rust and foreign matter, providing and securely fixing in place additional steel bars as necessary. Preparing and applying proprietary primer to all exposed reinforcement, preparing and applying proprietary bond coat to existing concrete substrate and primed reinforcement, and proprietary repair mortar up to the original surface.	80	m ²

3	(2)	V-cutting and raking-out the cracks at internal areas including classrooms, laboratories, plant rooms, lavatories, corridors and staircases with chisel, grinder or hand-held light power tools, and carting away all debris. Preparing and applying proprietary bond coat to existing concrete substrate and primed reinforcement, and proprietary repair mortar up to the original surface.	20	m
	PAINTER			
	(1)	Existing surfaces including preparation work		
	(a)	Anti-mould acrylic emulsion paint to plastered walls and ceilings at repaired areas.	110	m ²
	PLASTERER			
	(1)	Hack off floor finishes of any type back at Corridors, Open Steps, Passage, Front and Rear Staircase from G/F to Upper Roof.	1,250	m ²
	(2)	40 mm average c/s floor screed at Corridors, Open Steps, Passage, Front and Rear Staircase from G/F to Upper Roof.	1,250	m ²
	(3)	Anti-slip ceramic tiles to floor to Corridors, Open Steps, Passage, Front and Rear Staircase from G/F to Upper Roof.	1,250	m ²
	(4)	Nosing tile to steps of Passage, Front and Rear Staircase from G/F to Upper Roof.	575	m
	(5)	Tactile warning strip to Passage, Front and Rear Staircase from G/F to Upper Roof.	820	No.
	METAL WORKER (including ironmongery and painting where necessary)			
	(1)	GMS railing comprising 50 mm diameter tubing and balusters with tubular handrail and braille characters at Rear Staircase from G/F to Upper Roof.	80	m
	Male and Female Changing Room and Lavatory Improvement Works			
	JOINERY			
	(1)	Replace single leaf doors including frame, architraves, ironmongery and painting or varnishing		
	(a)	45 mm hollow core flush door size 885 x 2300 mm high to Male and Female Changing Room at G/F.	2	No.
	(b)	45 mm hollow core flush door size 860 x 2300 mm high to Female Lavatory at 2/F to 8/F.	7	No.
	(c)	45 mm hollow core flush door size 880 x 2260 mm high to Male Lavatory at 2/F to 8/F.	7	No.
	PLASTERER			
	(1)	Hack off defective wall and floor tiles by saw-cut method and hand-held light power tools, and carting away all debris.	590	m ²
	(2)	20 mm internal plaster or c/s screed to walls.	360	m ²
	(3)	40 mm average c/s floor screed.	230	m ²
	(4)	Ceramic tiles at repaired areas of walls.	360	m ²
	(5)	Ceramic tiles at repaired areas of floors.	230	m ²
	PLUMBER			
	(1)	Replace sanitary fittings including all joints and connections to services		
	(a)	Vitrified clay close coupled water closet.	55	No.
	(b)	Vitrified clay urinal bowls with brackets, plastic flush pipe and spreaders, waste outlets and traps.	40	No.
	(c)	Vitrified clay flushing cisterns for urinal bowls with brackets, plastic flush pipe and spreaders.	16	No.

	(d)	Vitrified clay wash basin with drainer complete with waste outlets and traps.	50	No.
	(2)	Replace PVC pipes fixed to walls or soffits with and including brackets and all fittings		
	(a)	45 mm pipe.	140	m
	(3)	Replace copper tubing complete with pipe insulation ditto		
	(a)	20 mm tubing.	140	m
	(4)	Automatic wall mounted DC operated soap dispenser to wash basins.	28	No.
	ELECTRICAL WORKS			
	(1)	Replace ceiling fans with 400mm dia. ceiling mounted oscillation fans with associated wiring and connection works.	32	No.
4	Waterproofing Repair Works			
	ROOFER			
	(1)	Repair skirting, surface channel and curbs including cutting back defective concrete, preparation and the application of epoxy resins and mortar to affected areas and making good finishes at Upper Roof.	27	m ²
5	Electrical Improvement Works			
	Main Switch Control Panel on G/F			
	(1)	Repair defective lightning protection and earthing system.	1	Sum
	Booster Pump System on 8/F			
	(1)	Replace defective booster pumps panel.	1	Sum
	Fire Safety Repair Works			
	JOINERY			
	(1)	Replace single leaf doors including frame, architraves, ironmongery and painting or varnishing		
	(a)	50 mm timber door with FRR -/60/60 with size approx. 860 x 2200 mm high with door frame to pump room, removing and carting away existing doors fire pump room and switch room at G/F.	3	No.
	(b)	50 mm timber door with FRR -/60/60 with size approx. 820 x 2000 mm high with door frame, removing and carting away existing door to booster pump room at 8/F.	1	No.
6	(c)	50 mm timber door with FRR -/60/60 with size approx. 855 x 2250 mm high with door frame, removing and carting away existing door to fire pump room at 8/F.	1	No.
	PLASTERER			
	(1)	15 mm internal plaster and c/s screed to touch the fire doors.	5	m ²
	PAINTER			
	(1)	New surfaces		
	(a)	Anti-mould acrylic emulsion paint to affected wall areas.	5	m ²
	Plumbing improvement works			
	G/F PUMP ROOM			
7	(1)	Replace the existing ventilation fan with new one of size : 380 mm dia., capacity : 900 r.p.m., including associated electrical works.	1	No.

	(2)	Enlarge the wall opening to 400 x400 mm with weathproofed louvre and associated touch up works for the new ventilation fan.	1	Sum
	(3)	De-rusting and repainting works to the flushing water pump no.1.	1	No.
	(4)	Replace existing 40 mm ball floating valve in flushing water tank.	1	Sum
	(5)	Repalce existing 200mmØ stainless steel floating ball in the potable water tank.	1	Sum
	(6)	Replace the indication lights of the potable and flushing water pump control panel.	4	No.
	(7)	Replace MCB 3 phase button at flushing water pump control panel.	1	Sum
	UPPER ROOF WATER TANK			
	(1)	Replace the existing water level switch of the potable and flushing water tank.	2	No.
	(2)	Replace the existing 600 x 600mm access cover to the potable and flushing water tank to double seal stainless steel cover.	2	No.
8	Underground Drains Repair Works			
	DRAINLAYER			
	(1)	Mechanical cleaning to defective stormwater drains.	36	m
	(2)	Mechanical cleaning to defective foul water drains.	26	m
	(3)	Repair to defective stormwater drains by packer lining method.	44	m
	(4)	Repair to defective foul water drains by packer lining method.	5	m
	(5)	Replace defective 150 mmØ stormwater drains of average 2.0 m deep including all fittings, excavation, shoring, concrete bed and haunching. Covered Playground concrete slab and Open Steps recasting.	16	m
	(6)	Replace defective foul water drains including all fittings, excavation, shoring, concrete bed and haunching, Covered Playground concrete slab and Open Steps recasting.		
	(a)	Removal of 100 mm thick external wall by saw-cut method of Male Changing Room on G/F.	8	m ²
	(b)	100 mmØ pipe of average 2.5 m deep.	10	m
	(c)	150 mmØ pipe of average 3.1 m deep.	12	m
	(7)	Hack off defective rendering and provide new 20mm c/s rendering to soil manhole F1.	8	m ²
	(8)	Replace U-trap of the 100 mmØ stormwater drain at Location C of 2.0 m deep including all fittings, excavation, shoring, concrete bed and haunching.	1.5	m ²
	(9)	Colour CCTV survey for the underground drains after completion of repair works.	1	Sum
	(10)	Reinstatement of floor finishes after replacement of underground drains		
	(a)	Epoxy paint to repaired area at G/F Playground of 1.5 m wide and 10 m long after the replacement of 150 mmØ stormwater drain.	15	m ²
	(b)	30 mm floor screed to the repaired area at G/F Covered Play Area and Open Steps of 1.5 m wide and 18 m long after the replacement of 150 mm Ø stormwater and foul water drain.	22	m ²

	(c)	30 mm floor screed with anti-slip ceramic tiles to Female Changing Room on G/F of 1.5 m wide and 10 m long after the replacement of 100 mm Ø foul water drain.	15	m ²
	(11)	Reinstatement of external wall of Male Changing Room on G/F after replacement of 150 mmØ foul water drain.		
	(a)	100 mm thick block wall.	8	m ²
	(b)	20 mm c/s screed to inner and outer side of the block wall	16	m ²
	(c)	Ceramic tiles to inner side of the wall.	8	m ²
	(d)	Elastic surfacer in one coat with roller tile texture to outer side of the wall.	8	m ²
	(e)	Water based primer in 1 coat and polyurthane paint in 2 coats to outer side of the wall.	8	m ²

DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

SCHEDULE OF FEES

DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

SCHEDULE OF FEES

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DELIA MEMORIAL SCHOOL (HIP WO NO.2 COLLEGE)

CONSULTANCY AGREEMENT

FOR

QUANTITY SURVEYING CONSULTANCY SERVICES

SCHEDULE OF FEES

- Definition 1. 'Approved' hereinunder means approved in writing by the Employer's Representative before the cost, remuneration or expense is incurred.
- Lump Sum fees 2. (1) The remuneration of the Consultant for the performance of the Services shall be a Lump Sum of HK\$ _____, [to be filled only before the signing of the Agreement] subject to the limitations, reservations and adjustment in Clauses 4, 5, 6 and 7 of this Schedule of Fees.
- (2) The Lump Sum fees should include all professional services together with materials, labour and facilities for the typesetting, word processing, printing, copying, binding and backing of all copies of documents and drawings necessary for the preparation, implementation and completion of this Assignment in its entirety to the complete satisfaction of the Employer.
- Interim Payment 3. Interim payments on account for the fee stipulated in Clause 2 of this Schedule of Fees in respect of each identified partial service shall be made in accordance with the following payment schedule:

<u>Partial Service</u>	<u>Percentage of Lump Sum Fee</u>	<u>Cumulative total consultancy fee percentage payable at the end of Work Stage</u>
Pre-contract cost planning services (Brief Clause 4(b)(i) refers)	5%	5%
Preparing tender documents, reports on tenders and contract documents (Brief Clause 4(b)(ii), (iii) and (iv) refer)	40%	45%
Valuation for interim certificates (Brief Clause 4(b)(v) refers)	10%	55%
Post-contract cost control services (Brief Clause 4(b)(i) refers)	5%	60%
Preparing accounts of variations upon contracts, agreeing final contract sums and assisting settlement of contractual claims (Brief Clause 4(b)(vi) and (vii) refer)	35%	95%
Settlement of final subvention level (Brief Clause 4(b)(viii) refers)	5%	100%

With the approval of the Employer, interim payments on account will be allowed against each identified partial service, up to a maximum of the percentage of the Lump Sum fees stated above.

Expenses	4.	<p>In addition to the Lump Sum fee stipulated in Clause 2 of this Schedule of Fees, the Consultant shall be reimbursed by the Employer out-of pocket expenses actually and properly incurred by him in respect of :-</p> <ul style="list-style-type: none"> (a) the purchase of all documents, drawings, maps, photographs and records; (b) the cost for approved boring tests, trial pits, test piles, models, soil investigations and other special investigations; (c) the approved fees and expenses of specialists employed with the approval of the Employer's Representative for inspection of works processes and the testing of work or plant and the testing and analysis of materials; and (d) specialist items of printing, lithography, presentational materials specifically ordered in writing by the Employer (all other general lithography, printing, photocopying and binding are to be included by the Consultant within the Lump Sum fees).
Payment for Additional Services	5.	<ul style="list-style-type: none"> (a) Where the Consultant consider that he is entitled to payment pursuant to Clause 33 of the General Conditions of Employment, the Consultant shall advise the Employer's Representative in writing of such claims before the Consultant commences performing the additional Services. (b) The notice provision in sub-clause (a) of this Clause shall be a condition precedent to payment for additional Services. (c) If the Employer's Representative agrees that the Services are additional, he shall attempt to agree with the Consultant a lump sum payment for the additional Services. (d) The lump sum payment shall be negotiated on the basis of the Employer's Representative and the Consultant identifying which staff of the Consultant will be required to perform the additional Services and the estimated hours required to complete the additional Services. (e) Not used.
Reduction of Lump Sum fees	6.	<p>Where it is determined by the Employer's Representative in accordance with Clause 34 of the General Conditions of Employment that there is a reduction in any Services for which payment is to be made by means of a lump sum fee, then such lump sum fee 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 it is determined by the Employer's Representative that the Consultant is entitled under Clause 35 of the General Conditions of Employment to payment in respect of any additional costs incurred as a result of the delays, such payment shall be determined by negotiation and shall either be a lump sum or on a time charge basis.</p>
Fees on time charge basis	8.	<ul style="list-style-type: none"> (1) Where it is agreed by the Employer that a fee shall be paid on a time charge basis, the scale of time charges is to be agreed with the Employer. (2) All staff proposed by the Consultant to perform the additional Services shall be subject to the agreement of the Employer's Representative. (3) Time spent by clerical staff shall not be chargeable.

- (4) Time spent by the partners and directors, and professional and technical staff in approved travelling shall be chargeable.
- (5) In addition to remuneration to be paid under sub-clause (1) of this Clause the Consultant shall be reimbursed by the Employer 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) the cost of purchase of approved equipment, such equipment becoming the property of the Employer when reimbursement has been made, and
 - (d) other items approved by the Employer's Representative.
- (6) The Consultant shall render monthly accounts, annexing copies of time sheets, in respect of fees on a time charge basis.