



萬鈞匯知中學  
MAN KWAN QUALIED COLLEGE

SUPERVISOR:  
Prof. TAM MAN KWAN, Ph.D., B.H., B.B.S., J.P.  
PRINCIPAL:  
Mr. WONG KIN SAN  
校監：譚萬鈞教授·太平紳士  
校長：黃建新先生

Tender No. T2627007

Date: 30<sup>th</sup> September, 2026

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Dear Sir/Madam,

**INVITATION TO SUBMIT TENDER**  
**TENDER FOR THE ARCHITECTURAL AND ASSOCIATED CONSULTANCY**  
**SERVICES FOR MAJOR REPAIRS PROJECT**

1. You are invited to submit a tender for the service of the stores or services as specified in the enclosed tender schedule. If you are not prepared to accept a partial service, please state this clearly on the tender schedule.
2. Your sealed tender, in duplicate, should be clearly marked on the envelope:

**Tender for THE ARCHITECTURAL AND ASSOCIATED CONSULTANCY**  
**SERVICES FOR MAJOR REPAIRS PROJECT**

The envelope should be clearly marked with tender no. and addressed to the principal, No. 2 Kan Hok Lane, Tiu Keng Leng, Tseung Kwan O and arrive not later than 12:00 noon on 23<sup>rd</sup> October, 2026. Late tenders and information will not be accepted. Your tender will remain open for 90 days from the "Closing Date", and you may consider your tender to be unsuccessful if no order is placed with you within these 90 days. You are requested to note that unless Part II of the tender form is completed, the tender will not be considered.

3. If you are unable or do not wish to submit a tender, it would be appreciated if you return the tender form with reason to the above address at your earliest convenience.
4. Tenders will be accepted on an 'overall' / 'group' / 'itemised' basis.

If you have any enquiries, please contact Chief School Development Master Mr. Ip Chun Shing.

Address: No. 2, Kan Hok Lane, Tiu Keng Leng, Tseung Kwan O

Tel. No.: (852) 27066969 Fax. No. : (852) 27069906

Yours sincerely,  
Wong Kin San  
Principal



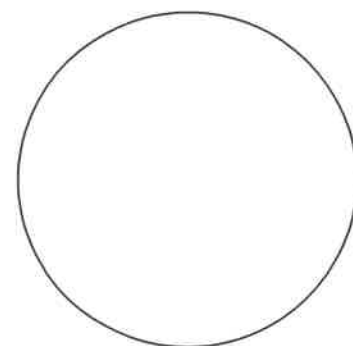
**INVITATION TO SUBMIT TENDER**  
**TENDER FOR THE ARCHITECTURAL AND ASSOCIATED CONSULTANCY**  
**SERVICES FOR MAJOR REPAIRS PROJECT**  
**Tender Schedule (to be completed in duplicate)**

Tender No. T2627007

(Columns 4 to 6 to be completed by Supplier)

| (1)<br>Item<br>No. | (2)<br>Description / Specification | (3)<br>Quantity<br>Required | (4)<br>Unit Rate<br>(HK\$) | (5)<br>Total<br>Amount<br>(HK\$) | (6)<br>Delivery<br>Offered |
|--------------------|------------------------------------|-----------------------------|----------------------------|----------------------------------|----------------------------|
|                    | Please refer to the attachments.   |                             |                            |                                  |                            |

We / I understand that if we / I fail to supply the stores or services as offered in our / my tender upon accepting school's order, we are / I am prepared to pay the price difference to the school if such stores or services are obtained from elsewhere.



Company Chop

Name of Supplier: \_\_\_\_\_

Name and Signature of Person authorized to sign Tender:

Name (in block letters): \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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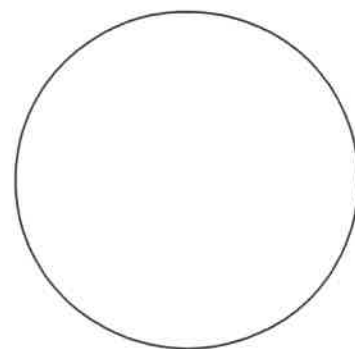
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**SERVICES FOR MAJOR REPAIRS PROJECT**  
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(Columns 4 to 6 to be completed by Supplier)

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|--------------------|-------------------------------------|-----------------------------|----------------------------|----------------------------------|----------------------------|
|                    | Please refer to the<br>attachments. |                             |                            |                                  |                            |

We / I understand that if we / I fail to supply the stores or services as offered in our / my tender upon accepting school's order, we are / I am prepared to pay the price difference to the school if such stores or services are obtained from elsewhere.



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校長：黃建新先生

**Tender Form for Services**  
**TENDER FOR THE ARCHITECTURAL AND ASSOCIATED CONSULTANCY**  
**SERVICES FOR MAJOR REPAIRS PROJECT**

School name and address : Man Kwan QualiEd College  
No. 2 Kan Hok Lane, Tiu Keng Leng, Tseung Kwan O

Tender No. : T2627007

Tender closing date : 23<sup>rd</sup> October, 2026 at 12:00 noon

Release Date : 30<sup>th</sup> October, 2026

(The tender result will be announced on the school's website.)

**PART I**

The undersigned hereby offers to undertake the service as described in the tender schedule within the period of time as specified therein from the date of a firm order placed by the school at the price or prices quoted in the tender schedule including labour, materials, all other charges and in accordance with the details provided by the school. In so doing, the undersigned acknowledges that all items not otherwise specified shall be provided in accordance with such details; tenders shall REMAIN OPEN FOR 90 DAYS after the Closing Date; and the school is not bound to accept the lowest or any tender and reserves the right to accept all or any part of any tender within the period during which the tenders remain open. The undersigned also warrants that his Company's Business Registration and Employees' Compensation Insurance Policy are currently in force and that the service which his Company offers to undertake will not cause any damage to the school's premises.

**PART II**

**RECONFIRMATION OF TENDER VALIDITY**

With reference to Part I of this tender document, it is reconfirmed that the validity of tender offered by this company remains open for 90 days from 23<sup>rd</sup> October 2026.

**PART III**

1. According to "Prevention of Bribery Ordinance", without authorization or acceptable reasons, any acceptance of interest (including commission) from suppliers and / or contractors by school staff or any interest (including donations) provided by suppliers and / or contractors to school staff during procurement process is regarded as an offence.
2. The tenderer shall not communicate to any person other than the school the amount of any tender, adjust the amount of any tender by arrangement with any other person, make any arrangement with any other person about whether or not he or that other person should or should not submit a tender, or otherwise collude with any other person



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Mr. WONG KIN SAN

校監：譚萬鈞教授、太平紳士

校長：黃建新先生

in any manner whatsoever in the tender process until the tenderer is notified by the school of the outcome of the tender exercise. Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.

3. Suppliers and/or contractors shall ensure that employees' work performance and ethics comply with standards and do not participate in any behaviors and/or activities that endanger national security. If relevant personnel have any improper conduct, the supplier and/or contractor shall make follow-up arrangements, including (but not limited to) replacement of relevant personnel. The school is not responsible for any improper behavior and remarks of related personnel.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026

Name (in block letters): \_\_\_\_\_

Signature: \_\_\_\_\_ in the capacity of \_\_\_\_\_  
(state official position e.g. Director, Manager, Secretary)

Duly authorized to sign tenders for and on behalf of:

\_\_\_\_\_

whose registered office is situated at \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_



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校長：黃建新先生

**Tender Form for Services**  
**TENDER FOR THE ARCHITECTURAL AND ASSOCIATED CONSULTANCY**  
**SERVICES FOR MAJOR REPAIRS PROJECT**

School name and address : Man Kwan QualiEd College  
No. 2 Kan Hok Lane, Tiu Keng Leng, Tseung Kwan O

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2026

Name (in block letters): \_\_\_\_\_

Signature: \_\_\_\_\_ in the capacity of \_\_\_\_\_  
(state official position e.g. Director, Manager, Secretary)

Duly authorized to sign tenders for and on behalf of:

\_\_\_\_\_

whose registered office is situated at \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_



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## Letter to Suppliers / Contractors regarding Offering Gifts to School Staff

### Offering Gifts to School Staff

I am writing this letter to inform you that our school has formulated a clear policy on the solicitation and acceptance of gifts by staff in their official dealings.

In order to maintain a team of clean and honest school staff, it is stipulated in our school policy that no staff shall solicit or accept gifts, money or any other form of advantages in their course of duty without the special permission of the School Management Committee.

Our staff has understood the policy in which any breach will result in disciplinary action and the school is ready to report all offences to the Independent Commission Against Corruption (ICAC).

We therefore earnestly request your support to our commitment of managing our school in a fair and just way. Should any member of our staff approach you for an advantage, please report to me immediately.

Yours sincerely,  
Wong Kin San

Principal



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校監：譚萬鉤教授·太平紳士

校長：黃建新先生

Tender No. T2627007

Date : 30<sup>th</sup> September, 2026

Firm Name : \_\_\_\_\_

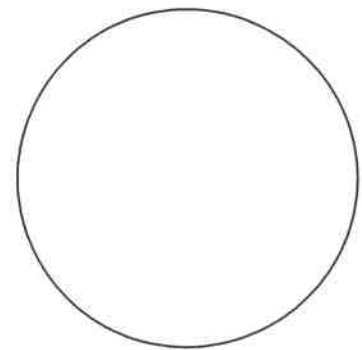
Address : \_\_\_\_\_

Statement of Expression of No Interest for the tender

Our company will not submit a tender for The Architectural And Associated Consultancy Services for Major Repairs Project.

Please explain the reason(s) : \_\_\_\_\_

\_\_\_\_\_



Company Chop

Name of Supplier : \_\_\_\_\_

Name and Signature of Person authorized to sign Tender

Name (in block letters) : \_\_\_\_\_ Signature : \_\_\_\_\_

Date : \_\_\_\_\_



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Mr. WONG KIN SAN

校監：譚萬鈞教授·太平紳士

校長：黃建新先生

To: Man Kwan QualiEd College

Dear Sir/ Madam,

**Non-Collusive Tendering Certificate for the project “TENDER FOR THE ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES FOR MAJOR REPAIRS PROJECT” (Tender No. T2627007)**

1. We represent and warrant that in relation to the Tender:
  - (a) Our bid was developed genuinely, independently and made with the intention to accept the Contract if awarded;
  - (b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other tenderer or competitor) regarding:
    - i) prices;
    - ii) methods, factors or formulas used to calculate prices;
    - iii) an intention or decision to submit, or not submit, a bid;
    - iv) an intention or decision to withdraw a bid;
    - v) the submission of a bid that does not conform with the requirements of the tender;
    - vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
    - vii) the terms of the bid,and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.
2. We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Procurer may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and/or (in the event that we are awarded the Contract) terminate the Contract.
3. Under the Competition Ordinance, bid-rigging is serious anti-competitive conduct. We understand that the Procurer may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on our bid and our personal or corporate information.

Company Name: \_\_\_\_\_

Tenderer Signature: \_\_\_\_\_

Tenderer Name: \_\_\_\_\_

Tenderer Position: \_\_\_\_\_

Date: \_\_\_\_\_



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校長：黃建新先生

Date: 30<sup>th</sup> September 2026

Dear Sirs,

**INVITATION TO SUBMIT TENDER**  
**TENDER FOR ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES FOR**  
**DSS MAJOR REPAIRS IN 2025/2026 FOR MAN KWAN QUALIED COLLEGE**

You are invited to submit lump sum fee proposal for the above consultancy by **MAN KWAN QUALIED COLLEGE** (hereinafter referred to as “the School”) at **2 Kan Hok Lane, Tiu Keng Leng, Tseung Kwan O** (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) and Fee Breakdown Form (Appendix 2)
- (vi) Manning Schedule (Appendix 3)
- (vii) Letter of Anti-collusion and Undertaking (Appendix 4)
- (viii) Letter of Confirmation for Compliance with National Security (Appendix 5)

Your fee proposal should be submitted directly to my office at the School Address in plain envelopes on which should be marked with heading “Fee Proposal for Architectural and Associated Consultancy Services for **DSS MAJOR REPAIRS IN 2025-26 (Project No. MR-D043-25-01)**”, before **12:00 noon, 23<sup>rd</sup> October 2026**. The completed Fee Proposal Form (Appendix 1), Fee Breakdown Form (Appendix 2), Manning Schedule (Appendix 3), Letter of Anti-collusion and Undertaking (Appendix 4) and Letter of Confirmation for Compliance with National Security (Appendix 5) 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 including sub-consultants; 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.

Notwithstanding anything to the contrary in this invitation, the Man Kwan QualiEd College reserves the right to remove a consultant from the bidding exercise on the grounds that the consultant has engaged, is engaging, or is reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security, or otherwise the removal is necessary in the interest of national security, or is necessary to protect the public interest of Hong Kong, public morals, public order or public safety. You shall submit a duly signed and witnessed letter in the form set out in Appendix 5 attached to



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校長：黃建新先生

this letter. The signatory to the letter shall be a person authorised to sign contracts/agreements on your behalf. Failure to observe the requirement shall render all related submissions null and void and any such submission shall not be considered.

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 4 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,



Mr. Wong Kin San  
Principal  
Man Kwan QualiEd College



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Appendix 1

Architectural and Associated Consultancy Services

**DSS MAJOR REPAIRS IN 2025-26 (Project No. MR-D043-25-01)**

Fee Proposal Form

To: MAN KWAN QUALIED COLLEGE

I/We submit our Fee Proposal as follows:

Fee Basis: Lump Sum

|               |                                                                  |          |
|---------------|------------------------------------------------------------------|----------|
| Proposed Fee: | (1) Lead Consultant's fee<br>(from item A of Appendix 2)         | \$       |
|               | (2) All Sub-consultant(s)'s fees*<br>(from item B of Appendix 2) | \$ _____ |
|               | Total Fee                                                        | HK\$     |

Signed \_\_\_\_\_

Name \_\_\_\_\_

For and on behalf of (name of Consultant) \_\_\_\_\_

Date \_\_\_\_\_

\* Consultant to delete if inappropriate



Appendix 2

MAN KWAN QUALIED COLLEGE

DSS MAJOR REPAIRS IN 2025-26  
(Project No. MR-D043-25-01)

Fee Breakdown Form

(Breakdown of lump sum consultancy fee among disciplines)

The following is the breakdown of the lump sum consultancy fee:

| Name of Consultant/Sub-consultants     | Amount (HK\$) | % of Total |
|----------------------------------------|---------------|------------|
| <i>A. Lead consultant's fee</i>        |               |            |
| <i>Item A Subtotal</i>                 |               |            |
| <i>B. Sub-consultant(s)'s fee*</i>     |               |            |
| <i>Item B Subtotal*</i>                |               |            |
| *Consultant to delete if inappropriate |               |            |
| Total HK\$                             |               | 100 %      |

**Note to Consultant:** *The breakdown of lump sum consultancy fee is to be provided for the consultant and all sub-consultants.*



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MAN KWAN QUALIED COLLEGE

Appendix 3  
DSS MAJOR REPAIRS IN 2025-26  
(Project No. MR-D043-25-01)

Manning Schedule

| No. | Name of Consultant/Sub-consultants | 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 core personnel of consultant and all sub-consultants for the project***



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Appendix 4

To: MAN KWAN QUALIED COLLEGE

Date: \_\_\_\_\_

Dear Sir/Madam,

Architectural and Associated Consultancy Services  
**DSS MAJOR REPAIRS IN 2025-26 (Project No. MR-D043-25-01)**  
Letter of Anti-collusion Undertaking

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

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

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

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

[I/We]<sup>1</sup> 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.



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校長：黃建新先生

In this letter, the expression “Excepted Communications” means [my/our]<sup>1</sup> communications in strict confidence with:

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

Name of Witness:

Signature of Witness:

Occupation:

---

---

---

---

**[Guidance Notes to Consultants:**

- 1. Delete if inappropriate.**
- 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.]**



SUPERVISOR:

Prof. TAM MAN KWAN, P.h.D., B.H., B.B.S., J.P.

PRINCIPAL:

Mr. WONG KIN SAN

校監：譚萬鈞教授·太平紳士

校長：黃建新先生

Appendix 5

To: MAN KWAN QUALIED COLLEGE

Date: \_\_\_\_\_

Dear Sir/Madam,

DSS Major Repairs in 2025-26  
Letter of Confirmation for Compliance with National Security

1. \*[I/We], \_\_\_\_\_ (Name of the consultant)  
of \_\_\_\_\_ (Address of the consultant)<sup>1</sup>, refer to  
\*[my/our] submission for the above agreement.
2. \*[I/We] confirm that, before \*[I/we] sign this letter, \*[I/we] have read and fully understand this letter and paragraphs [insert appropriate reference] in the invitation letter.
3. \*[I/We], represent and warrant that \*[I/we], have not engaged, \*[am/are] not engaging and will not engage in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security.
4. \*[I/We] shall indemnify and keep indemnified the 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.

Signed for and on behalf of [name of the consultant]  
by [name and position of the signatory]<sup>2</sup>:

Name of Witness:

Signature of Witness:

Occupation:

\* Modify/Delete as appropriate.

- 1 Where the consultant comprises two or more persons or companies acting in partnership, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
- 2 Where the consultant comprises two or more persons or companies acting in partnership, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorised to sign contracts on behalf of that person or as the case may be company.

**MAN KWAN QUALIED COLLEGE**  
**CONSULTANCY AGREEMENT**  
**FOR**  
**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**

**CONTENTS**

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

**MAN KWAN QUALIED COLLEGE**

**DSS MAJOR REPAIRS IN 2025-26**  
**(Project No. MR-D043-25-01)**

**CONSULTANCY AGREEMENT**

**FOR**

**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**

**MEMORANDUM OF AGREEMENT**

# MAN KWAN QUALIED COLLEGE

## CONSULTANCY AGREEMENT

### FOR

## ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES

### MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_  
BETWEEN MAN KWAN QUALIED COLLEGE  
of <sup>1</sup> 2, Kan Hok Lane, Tiu Keng Leng, Tseung Kwan O (“the Employer”)  
and <sup>2</sup> \_\_\_\_\_  
of <sup>3</sup> \_\_\_\_\_ (“the Consultant”).

#### WHEREAS:

- A. The Employer is desirous of the Consultant providing professional services in respect of the DSS MAJOR REPAIRS IN 2025-26 (Project No. MR-D043-25-01) (“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 Architectural and Associated Consultancy Services,
  - (b) Special Conditions of Employment,
  - (c) The Brief,
  - (d) The Schedule of Fees, and
  - (e) Any relevant Correspondence attached hereto
- 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.



**MAN KWAN QUALIED COLLEGE**

**CONSULTANCY AGREEMENT**

**FOR**

**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**

**GENERAL CONDITIONS OF EMPLOYMENT**

**MAN KWAN QUALIED COLLEGE**  
**CONSULTANCY AGREEMENT**  
**FOR**  
**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**  
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Annex 1      Form A – Letter of Undertaking for Professional Indemnity Insurance (GCE47 refers)

Annex 2      Form B – Certificate of Insurance (GCE47 refers)

**CONSULTANCY AGREEMENT**  
**FOR**  
**ARCHITECTURAL AND ASSOCIATED 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;  
  
"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;  
  
"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" means the person, firm or company named as "the Consultant" 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;  
  
"Project" means the scheme described in the Brief, of which the Assignment forms a part;  
  
"Quantity Surveyor" means the firm separately engaged by the Employer to provide quantity surveying services for the project;  
  
"Services" means duties, works, services, surveys and investigations to be carried out and obligations to be fulfilled by the Consultant under this Agreement;  
  
"Sub-Consultant" means the person, firm or company appointed by the Consultant under separate agreement(s) between the Consultant and the Sub-consultant(s), to provide comprehensive professional services towards the project.

|                     |    |                                                                                                                                                                       |
|---------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Singular and plural | 2. | Words and expressions in the singular include the plural and words and expressions in the plural include the singular where the context so implies.                   |
| Marginal headings   | 3. | The index, marginal notes or headings in any documents forming part of this Agreement shall not in any way vary, limit or extend the interpretation of the Agreement. |
| Laws                | 4. | This Agreement shall be governed by and construed according to the laws for the time being in force in 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> |

- (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.
- (6) The Consultant shall indemnify and keep indemnified the Employer against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Employer may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach by the Consultant or his directors, employees, agents, sub-consultants, accountants, insurers or legal adviser of this clause.
- (7) The provision of this clause shall survive the termination of this Agreement (however occasioned) and shall continue in full force and effect notwithstanding such termination.
10. (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.
- (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.
- (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.

Information to  
be supplied by the  
Employer

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. | (1) | For a period of 12 years commencing from the date of issue of the certificate by the Quantity Surveyor stating the final contract sum in a works contract in which the Consultant is acting as the Supervising Officer 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. |
|                                             |     | (2) | The Consultant shall give assistance to authorized public officers for the purposes of audit inspection to inspect such records, measurement books, accounts, and other information whatsoever and shall answer queries or supply information reasonably requested by such officers in pursuance of such audit inspection.                                                                                                                 |
| Attendance at meetings                      | 13. |     | The Consultant shall, if reasonably possible, attend or be represented at all meetings convened by the Employer's Representative to which he may be summoned and shall advise and assist the Employer and the Employer's Representative 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 authorized 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. | (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.                                                                                                                         |
|                                             |     | (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.                                                                                                                                                                                    |
|                                             |     | (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.                                                                                                         |
|                                             |     | (4) | No such approval shall affect the responsibility of the Consultant in connection with the Services.                                                                                                                                                                                                                                                                                                                                        |

#### **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. | (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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                         |     | (2) | Any queries or suggestions for amendments to the Brief shall be referred to the Employer for his clarification or instructions regarding further action.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 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. | (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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                         |     | (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.                                                                                                                                 |
| Approval for variations and other expenditure | 24. | (1) | The Consultant when acting as Supervising Officer in any works contracts covered by this Agreement shall obtain the prior approval in writing of the Employer before ordering a variation to the contract works or to the commitment otherwise of the Employer to expenditure under the works contracts other than in respect of claims, if the net value of such order or commitment is estimated to exceed the sum specified in the Brief or, if not specified in the Brief, as advised in writing by the Employer. With the exception that in emergencies such prior approval shall not be required, provided that the order or other commitment is essential and that it is impractical to seek the prior approval of the Employer. |

- (2) The Consultant when acting as the Supervising Officer and/or the Supervising Officer's Representative in any works contracts covered by this Agreement may order a variation to the contract works in accordance with the provisions of the works contracts or otherwise commit the Employer to expenditure under the works contracts other than in respect of claims if the value of such order or commitment is estimated not to exceed the sum referred to in the Brief. Variations ordered or commitment made by the Consultant in accordance with the foregoing shall, subject to any prior contrary instructions given by the Employer's Representative to the Consultant, be deemed to have been approved by the Employer.

Referral of variations and claims

25. Notwithstanding the requirements of Clause 24 above, the Consultant shall :-

- (a) when acting as the Supervising Officer and/or the Supervising Officer's Representative in any works contracts, report the details of every variation to the contract works under any such works contracts, including the reasons for it and its estimated value, to the Employer's Representative for information as soon as the variation is ordered; and
- (b) when acting as the Supervising Officer in any works contracts, report to the Supervising Officer's Representative all delays to the progress of the contract works under any such works contracts and, except for those delays solely in respect of inclement weather conditions or the hoisting of tropical cyclone warning signal No. 8 or above or a black rainstorm warning, refer his assessment of the grant of extension of time for completion, if any, to the Employer to enable the Employer to provide his view of the matter before the Consultant reaches a decision.

The foregoing reporting to the Employer's Representative and referral to the Employer shall be in writing.

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 (3) of this Clause, he shall issue an instruction under Clause 23 to the Consultant to submit a further revised draft programme in accordance with the instruction..
- (5) When the Employer's Representative has agreed the draft programme submitted under sub-clause (2) of this Clause or the revised draft programme submitted under sub-clause (3) of this Clause or the further 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.

|                                                              |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| 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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| Reduction of fees  | <p>34. 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"> <li>(a) explanations or adjustments made under Clause 7;</li> <li>(b) changes in the Brief made under sub-clause (1) of Clause 17;</li> <li>(c) clarifications or instructions given under sub-clause (2) of Clause 17;</li> <li>(d) appointments or nominations made under sub-clause (2) of Clause 19; or</li> <li>(e) instructions given under Clause 23,</li> </ul> <p>then the Employer shall be entitled to a reduction in the fees in respect of such a reduction in the Services.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Payment for delays | <p>35. (1) The Consultant shall be entitled to payment in respect of any additional costs he incurs as a result of:-</p> <ul style="list-style-type: none"> <li>(i) delays arising during the performance of the Services</li> </ul> <p>provided that the delays under sub-clause (i) of this Clause are not attributable to default on the part of the Consultant.</p> <p>(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.</p> <p>(3) The Consultant shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the 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.</p> <p>(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.</p> <p>(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.</p> <p>(6) The Consultant shall take all reasonable steps to mitigate the costs which he may incur as a result of the delays.</p> |
| <b>General</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                    | 36. <i>(Not used)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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| 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> <p>(a) the appointment of Sub-consultant to undertake any part of the Services, and</p> <p>(b) the replacement of any Sub-consultant appointed under sub-clause (a) of this Clause.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 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> |

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| Special risks          | <p>42. (1) The Consultant shall not be liable for any failure to perform the Services caused by the special risks.</p> <p>(2) Should the performance by the Consultant of the Services be prevented or adversely affected by the special risks, he shall forthwith give notice in writing thereof within 14 days of the event to the Employer and, subject to such notice having been given, within the time as required, shall be reimbursed any extra costs and expenses as may have been necessarily incurred by reason of the special risks.</p> <p>(3) If at any time, by reason of the special risks, it shall be impossible or impracticable to give notice in writing to the Employer in Hong Kong under the provisions of sub-clause (2) of this Clause, such notice may be given by or on behalf of the Consultant to any Economic and Trade Office of the Government of the Hong Kong Special Administrative Region wherever situated.</p> <p>(4) Should the performance by the Consultant of the Services be wholly or substantially prevented by the special risks for a period of not less than 90 consecutive days, he shall be entitled at the expiration of such period of 90 days to give to the Employer not less than 14 days notice in writing terminating this Agreement. Upon the expiration of such notice, the Consultant shall be entitled to receive the same remuneration and reimbursement as if this Agreement had been terminated by the Employer under Clause 41 plus any payments which may have become payable under sub-clause (2) of this Clause.</p> <p>(5) For the purpose of this Clause, "the special risks" means the outbreak of war affecting Hong Kong, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, the overthrow whether by external or internal means of the Government, civil war, riot, disturbances, civil commotion or any similar cause beyond the control of the Consultant which prevent or adversely affect the performance of the Services.</p> |
| Appeal to Employer     | <p>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.</p> <p>(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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Settlement of disputes | <p>*44. (1) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Consultant in connection with or arising out of this Agreement, either party shall be entitled to refer the dispute or difference to the Employer and the partner or director of the Consultant, who shall meet within 21 days of such matter being referred to them.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

- (2) If the dispute or difference cannot be resolved within 2 months of 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 such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 90 days of either the refusal to mediate, or the failure of the mediation.
- (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 Employer may disclose the outline of any dispute with the Consultant 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 Consultant. 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 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 outcome of the arbitration. 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 ground to accede to the Consultant’s request, the Employer shall convey the request to the said Committee for its consideration.
- 20.1(c) For the purpose of Articles 20.1(a) and 20.1(b) of the Arbitration Rules, the words “Dispute”, “Employer” and “Consultant” shall bear the same meanings as respectively assigned to them in the contract.”

- (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.

**Professional  
Indemnity  
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.

|                                                                                                                                           |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| Authorised Person/Registered Structural Engineer/Registered Geotechnical Engineer                                                         | 49. | Further to Clause 48, where the contract works in any works contract administered by the Consultant under this Agreement are carried out in or for or in connection with buildings belonging to Government and are exempted from the application of the Buildings Ordinance (Cap. 123), the Consultant is required, notwithstanding such exemption, to deploy an Authorised Person (AP), a Registered Structural Engineer (RSE) or a Registered Geotechnical Engineer (RGE), where applicable, duly qualified and registered under and in accordance with the Buildings Ordinance, to be responsible for the performance of the relevant part of the Services as if the Buildings Ordinance was applicable to the contract works. The Authorised Person, Registered Structural Engineer and Registered Geotechnical Engineer shall ensure that the design and supervision requirements and the administrative procedures set out under the Buildings Ordinance and the subsidiary legislation made thereunder and any amendments thereto are complied with in the design and construction of the contract works as if the Buildings Ordinance were applicable to the contract works.                                                                                                                                                                                                                    |
| Referral of commencement of the contract works, completion of the contract works and completion of maintenance work of the contract works | 50. | <p>(1) The Consultant when acting as the Supervising Officer in any works contract administered by the Consultant under this Agreement shall refer to the Employer in writing within a reasonable period before his intention of:</p> <p>(a) advising the Contractor the date for commencement of the contract works;</p> <p>(b) issuing any certificate of completion in respect of the contract works or section or part of the contract works, as the case may be; and</p> <p>(c) issuing any maintenance certificate or defects rectification certificate in respect of the contract works.</p> <p>(2) The Employer shall provide his view on the matter to the Consultant before the Consultant reaches his decision.</p> <p>(3) Notwithstanding sub-clauses (1) and (2) of this Clause, the Consultant shall make his decision impartially and independently as required by the works contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Referral before ordering suspension of the contract works and giving the Supervising Officer's decision on disputes in a works contract   | 51. | <p>(1) The Consultant when acting as the Supervising Officer in any works contract shall refer to the Employer in writing within a reasonable period before the Consultant intends to order suspension of the progress of the contract works or any part thereof to allow the Employer to give his view on the proposed suspension. This requirement is subject to the exception that the Consultant may in the case of an emergency order a suspension of the progress of the contract works or a part thereof where it is impractical to first get the Employer's view on the proposed suspension.</p> <p>(2) The Consultant when acting as the Supervising Officer in any works contract shall refer to the Employer in writing within a reasonable period before the Consultant intends to make his decision on a dispute referred to him by the Contractor under a dispute resolution clause in a works contract. Such referral shall include the Consultant's assessment of the dispute, either on granting of extension of time and/or claims for additional or reduction of costs incurred by the Contractor, to enable the Employer to provide his view of the matter before the Consultant reaches a decision.</p> <p>(3) Notwithstanding sub-clauses (1) and (2) of this Clause, the Consultant shall make his decision impartially and independently as required by the works contract.</p> |

**Form A – Letter of Undertaking for Professional Indemnity Insurance**

**TO MAN KWAN QUALIFIED 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 MAN KWAN QUALIED COLLEGE**

Dear Sirs,

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

DATE

PARTIES: The MAN KWAN QUALIED 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 if inappropriate.

**MAN KWAN QUALIED COLLEGE**

**CONSULTANCY AGREEMENT**

**FOR**

**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**

**SPECIAL CONDITIONS OF EMPLOYMENT**

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| <b>SCE1</b> | <b>Not Used</b>                                                           |
| <b>SCE2</b> | <b>Not Used</b>                                                           |
| <b>SCE3</b> | <b>Contracts (Rights of Third Parties) Ordinance</b>                      |
| <b>SCE4</b> | <b>Not Used</b>                                                           |
| <b>SCE5</b> | <b>Employer's Right to Terminate in the Interest of National Security</b> |

**CONSULTANCY AGREEMENT**  
**FOR**  
**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**  
**SPECIAL CONDITIONS OF EMPLOYMENT**

**SCE1**                      **Not Used**

**SCE2**                      **Not Used**

**SCE3**                      **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.

**SCE4**                      **Not Used**

**SCE5**                      **Employer's Right to Terminate in the Interest of National Security**

(1) General Conditions of Employment Clause 41 sub-clause (1) is amended by inserting "Subject to sub-clause (1A) of this Clause, this" and deleting the word "This" at the beginning of the subclause.

(2) Add the following sub-clause (1A) after sub-clause (1) of the General Conditions of Employment Clause 41:

(1A) Notwithstanding anything to the contrary in this Agreement, the Employer may immediately terminate the Agreement on the grounds that the Consultant has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security, or the continued engagement of the Consultant or the continued performance of the Agreement is contrary to the interest of national security.

(3) General Conditions of Employment Clause 41 sub-clause (4) is deleted and replaced by the following:

"The payments referred to in sub-clauses (2) and (3) of this Clause shall be deemed in full and final payment for the Services up to the date of suspension or termination. The Employer shall not be responsible for any claim, legal proceeding, liability, loss (including any direct or indirect loss, any loss of revenue, profit, business, contract or anticipated saving), damages (including any direct, special, indirect or consequential damages of whatsoever nature) or any cost or expense, suffered or incurred by the Consultant arising out of or in relation to the suspension or termination."

**MAN KWAN QUALIED COLLEGE**  
**CONSULTANCY AGREEMENT**  
**FOR**  
**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**  
**BRIEF**

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## Annexes

Annex 1 - Schedule of General Instructions for Architectural and Associated Consultancy Agreement

Annex 2 - Not used

Annex 3 - Not used

Annex 4 - Variation Report

Annex 5 - Final Account Submission Checklist

Annex 6 - Scope of Approved Works

# MAN KWAN QUALIED COLLEGE

## CONSULTANCY AGREEMENT

### FOR

### ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES

#### DSS MAJOR REPAIRS IN 2025-26 (Project No. MR-D043-25-01)

#### 1. Introduction

This Brief is to be read in conjunction with the Memorandum of Agreement, the General Conditions of Employment, Special Conditions of Employment (if any), Schedule of Fees and all other documents comprising the Agreement.

For the avoidance of doubt but without prejudice to Clause 7 of the General Conditions of Employment, the performance of the Services specified herein shall be subject to Clause 22 of the General Conditions of Employment.

#### 2. Description of the Project

- 2.1 (a) The Project comprises works as listed in Annex 6 – Scope of Approved Works of this Brief

The Project is located at 2, Kan Hok Lane, Tiu Keng Leng, Tseung Kwan O

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

- 2.2 The estimated cost of this Project is ^\$5,447,436 at \* April 2025.

|                                                   |        |
|---------------------------------------------------|--------|
|                                                   | \$M    |
| Approved Contract Works Cost (with Preliminaries) | 4.46   |
| Contingencies                                     | 0.45   |
| Provision for price adjustment                    | 0.54   |
| Total approved project amount                     | \$5.45 |

#### 3. Objectives of the Assignment

- 3.1 The objective of this Agreement is for the Consultant to successfully complete the Assignment in an efficient and cost effective manner.

- 3.2 The objectives of this Assignment are to obtain professional services from the Consultant for the successful completion of the Assignment as described in the Brief and in accordance with the General and Special Conditions of Employment, if any. The services provided by the Consultant to complete this Assignment shall meet the following objectives:

- (a) The intended function of the building;
- (b) Ease of construction and economy;
- (c) Safety and sustainability;
- (d) Programme and budget; and
- (e) Not used.

#### 4. Description of the Assignment

- 4.1 The Consultant shall be the consultant providing architectural services and shall act as the lead consultant and, at his own expense, enter into separate domestic agreements with a structural engineering Sub-consultant, a building services engineering Sub-consultant and any other Sub-consultants including such as civil engineering consultant, geotechnical consultant, acoustic consultant, landscape consultant, interior design consultant, Registered Energy Assessor (except a quantity surveying consultant) he may deem necessary according to the "Scope of Approved Works" at Annex 6 in order for him to perform his duties as per the Brief.

A quantity surveying consultant shall be appointed separately by the Employer.

##### The Assignment

The Assignment shall include services of design, planning, detailing, documentation and periodic supervision of construction for the following as may be required according to the "Scope of Approved Works" at Annex 6 and as detailed under Section 6.0 of this Brief:-

- (i) all architectural, structural engineering, building services engineering and specialist works;
- (ii) Not used
- (iii) electrical, lighting, switchboard and uninterrupted power supply installation;
- (iv) air-conditioning and mechanical ventilation installation, including central control and monitoring system/building automation system;
- (v) fire service installation;
- (vi) lift and escalator installation;
- (vii) burglar alarm and security installation;
- (viii) broadcast reception installation;
- (ix) emergency generator installation;
- (x) town gas/LP gas installation, where necessary;
- (xi) plumbing, drainage and hot water system;
- (xii) catering equipment and exhaust treatment;
- (xiii) mechanical installation such as boiler, calorifier, hoist, vehicle turntable;
- (xiv) gondola installation;
- (xv) fuel supply and garage equipment;
- (xvi) electronics installation such as closed circuit television system (if not included in security system), public address system, multi-media equipment and system, equipment for conducting lecture, conference and demonstration, etc;
- (xvii) communication system and intercom system;
- (xviii) computer/electronic network and related installation,;
- (xix) sewage treatment system;
- (xx) environmental engineering installation including all mitigation measures on noise, air/gases, odour, waste water and solid waste handling, where necessary;
- (xxi) telephone/PABX system;
- (xxii) laboratory electrical and mechanical equipment and facilities;
- (xxiii) auxiliary systems as irrigation system, swimming pool/fountain filtration and treatment system, drop arm barrier, carpark entry and exit control system, etc.;
- (xxiv) co-ordination on obtaining all utility supplies;
- (xxv) any other building services installation considered necessary to meet with the requirements, objectives, functions and intended use of the Project in the Assignment shall deem to be included;
- (xxvi) main sewage and water supply infrastructure;
- (xxvii) road design and all necessary infrastructures inclusive of street lighting, street hydrants and other street furniture;
- (xxviii) civil and geotechnical works;
- (xxix) all landscaping works inclusive of all irrigation requirements;
- (xxx) interior design works;
- (xxxi) acoustic treatment/installation to appropriate areas;
- (xxxii) energy efficient and renewable energy features;
- (xxxiii) greening features;
- (xxxiv) signage;
- (xxxv) topographical survey;
- (xxxvi) fire engineering study;
- (xxxvii) heritage impact assessment;
- (xxxviii) traffic impact assessment;

- (xxxix) drainage impact assessment;
- (xxxx) air ventilation assessment;
- (xxxxi) computational fluid dynamics and other simulations.

#### Standards and Quality

The Consultant shall adopt the most appropriate, updated, current and advanced technologies and standards in the design to the satisfaction of Employer's Representative. The design shall take consideration of the following (not exhaustive):-

- (a) statutory requirements;
- (b) performance requirements;
- (c) site constraints;
- (d) energy conservation/saving and renewable energy;
- (e) cost effectiveness but without sacrifice of the performance requirements;
- (f) minimizing operational and maintenance cost;
- (g) adopting most current and reliable technologies;
- (h) noise and vibration control;
- (i) environmentally friendly;
- (j) greening features; and
- (k) taking cognizance of the latest design standards

The Consultant shall satisfy the Employer's Representative that all the above aspects have been fully considered and adopted in the design.

#### 4.2 The Work stages which the Consultant is to undertake are:

- (a) Work stage 1: Inception/ Feasibility, Brief Development
- (b) Work stage 2: Outline Proposals and Sketch Plan
- (c) Work stage 3: Detail Design
- (d) Work stage 4: Documentation / Tendering
- (e) Work stage 5: Construction Supervision
- (f) Work stage 6: Post Hand Over Services

The Consultant should not commence and would not be paid for the services comprised within a work stage without a written instruction to do so from the Employer's Representative.

4.3 The Consultant undertakes the appointment and is responsible for all the work described in this Brief. The Consultant is fully responsible for coordinating all the work stipulated in this Agreement irrespective of the demarcation of work descriptions for architectural and other Sub-consultants (e.g. structural(including geotechnical), building services, landscape architectural aspects) and specialists (e.g. acoustic, environmental) according to Clause 19.1 \* and Annex 1 to Annex 6 in the Brief.

4.4 The Consultant's attention is drawn to the following additional requirements for services as required by the project;

- (a) Attend all liaison meetings with the Employer, relevant government departments and authorities or interested groups;
- (b) Not used;
- (c) All interior or graphic design works
- (d) Geotechnical engineering
- (e) Not used

(f) Not used

(g) Not used

4.5 Although the consultancy for Quantity Surveying Services may be appointed separately by the Employer, the Consultant shall fully coordinate and provide necessary information to the Project Quantity Surveyor in fulfilling the Assignment and completion of the works contracts.

4.6 The Consultant shall submit all necessary plans and documents of equivalent standards as required under Buildings Ordinance to the Employer's Representative to demonstrate statutory compliance.

4.7 The Consultant shall provide a written undertaking confirming compliance with all statutory requirements.

4.8 Quality Site Supervision Plan (QSSP)

For the implementation of QSSP at Work stage 2, 3, 4 and 5, the Consultant shall identify the critical construction activities and structural elements in the design that warrant the formulation of special site supervision requirements during construction.

4.9 Not used.

4.10 Not used.

4.11 Not used.

4.12 Not used.

4.13 Not used.

\*4.14 Not used

## 5. Deliverables

5.1 The Consultant shall provide the Employer's Representative with all drawings, specifications and ancillary documents, as required, during the above mentioned workstages of the Assignment.

5.2 Not used.

5.3 The Consultant shall collaborate with the Sub-consultants and other consultants in the preparation, coordination, production and delivery to the Employer's Representative of the deliverables as detailed in the Brief for various stages of works and any other deliverables necessary for the completion of the assignment, and circulate to relevant parties in sufficient copies.

5.4 The Consultant shall provide all tender drawings in hard copies and AutoCAD version 2008. Apart from tender drawings, the Consultant may provide other drawings in AutoCAD version 2008 to 2000 and to the satisfaction of the Employer's Representative.

The Consultant shall provide the Employer's Representative hard and soft (electronic files) copies of all drawings and documents as required during the work stages of the Assignment. Unless otherwise requested by the Employer's Representative, four copies of each document will be required. Scales for drawings are to be 1 :100 for general layouts and 1 : 20 for details or as otherwise agreed.

5.5 Not used.

5.6 Where applicable the Consultant shall submit final version of the following consultant-prepared as-built drawings and documents for Architectural and Landscape (including Building Surveying as appropriate), Structural Works, Building Services, Geotechnical which are an accurate representation of the project to the Employer within 28 days from the date of issuance of the completion certificate:

### 5.6.1 Architectural

#### (a) Requirements of As-built Drawings and Documents

- i. a complete set of general building plans including elevations, sections, schedules and all other construction details. The as-built drawings shall be verified and signed by the Consultant;
- ii. a complete set of approved F.S. installations plans and relevant documents including D.G. Store submission (if any) from Fire Services Department;
- iii. a complete set approved general building plans and relevant documents from Buildings Department or Housing Department (if any) and
- iv. a complete set of approved plans and documents from other statutory authorities, such as: Environment Protection Department, Drainage Services Department, Fire Services Department, etc (if any) or other requested by the Employer's Representative.

#### (b) Media for As-built Drawings

- i. 1 set of drawings stated in 5.6.1(a)i in AutoCAD format;
- ii. 1 set of drawings stated in 5.6.1(a)i in PDF format (The PDF image file shall be printed out from drawing file by AutoCAD in full size with minimum resolution 600x600 dpi. The line weight and colour setting shall be matched with hardcopy output) and
- iii. 1 set of drawings stated in 5.6.1(a)ii to 5.6.1(a)iv in TIFF or JPEG format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400x400 dpi in compression G4 format. The JPEG image file shall be reproduced from full size drawing with minimum resolution of 400x400 dpi).
- iv. The above drawings shall be in three sets of CD-ROM computer disk.

#### (c) Project Information

Record number and project completion date shall be inserted in each drawing as stated in 5.6.1(a) and each computer disk shall be labelled.

### 5.6.2 Structural Engineering

#### (a) Requirements of As-built Drawings and Documents

- i. a complete set of as-constructed piling layout plans, piling record plans and site formation drawings in full size, produced by the Structural Sub-consultant or the work contractors. The as-constructed drawings shall be verified and signed by the Registered Structural Engineer of the Structural Sub-consultant.
- ii. a complete set of as-constructed framing plans including elevations, sections, schedules in full size, produced by the Structural Sub-consultant. The as-constructed drawings shall be verified and signed by the Registered Structural Engineer of the Structural Sub-consultant.
- iii. a complete set of as-constructed detail drawings produced by the Structural Sub-consultant. The as-constructed drawings shall be verified and signed by the Registered Structural Engineer of the Structural Sub-consultant.
- iv. a complete set of approved shop drawing, as-built drawings and documents for structural works as stipulated in the works contracts.

#### (b) Media for As-built Drawings

- i. 1 set of drawings stated in 5.6.2(a)i., 5.6.2(a)ii and 5.6.2(a)iii in AutoCAD format;
  - ii. 1 set of drawings stated in 5.6.2(a)i., 5.6.2(a)ii, 5.6.2(a)iii and 5.6.2(a)iv in TIFF format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400 x 400 dpi in compression G4 format. The file shall be reproduced from full size drawing with authorized signature of Registered Structural Engineer.
  - iii. The above drawings shall be in one set of hardcopy and CD-ROM computer disk.
- (c) Project Information

Record number shall be inserted in each drawing as stated in 5.6.2(b) and each computer disk shall be labelled.

### 5.6.3 Building Surveying

### 5.6.4 Building Services

#### (a) Requirements of As-built Drawings and Documents

- i. a complete set of as-built design drawings in full size, shall be produced by the building services/electrical & mechanical Sub-consultant or the building services/electrical & mechanical specialist work contractor(s) for each category of the building services/electrical & mechanical installation, and such as-built drawings shall be verified correct and signed by the Building Services Sub-consultant.
- ii. a complete set of as-built layout plans drawings including all necessary plans, elevations, sections, schedules in full size, operation and maintenance manuals and test records, shall be produced by the building services/electrical & mechanical specialist work contractor(s) for each category of the building services/electrical & mechanical installation and such drawings and documents shall be verified correct and signed by the Building Services Sub-consultant.

#### (b) Media for As-built Drawings

- i. 1 set of drawings stated in 5.6.4(a)i. and 5.6.4(a)ii. in AutoCAD format;
- ii. 1 set of drawings stated in 5.6.4(a)i. and 5.6.4(a)ii. in TIFF format (The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 400 x 400 dpi in compression G4 format.
- iii. The above drawings shall be in one set of hardcopy and CD-ROM computer disk with proper label(s) and declaration of their content correctness by the Building Services Sub-consultant.

### 5.6.5 Geotechnical Engineering

### 5.6.6 Landscape Architectural

#### (a) Requirements of As-built Drawings and Documents

- i. A complete set of Landscape Construction Drawings for all hard and soft landscape works including plans, elevations, sections, schedules and all other construction details. The as-built drawings shall be verified and signed by the Consultant.
- ii. A complete set of approved landscape submission documents including any amendment submission and correspondences.
- iii. A set of Itemized Establishment Programme indicating the scope, extent, timing and frequency of horticultural works/operations.
- iv. A set of Itemized Long-term Horticultural Maintenance and Management Manual indicating the scope, extent, timing and frequency of horticultural works/operations.

- v. A complete set of approved tree preservation and removal proposal and relevant documents and plans including any amendment submission and correspondences.
- vi. Photo records of before-after implementation of landscape works.
- vii. A complete set of tree monitoring reports on the works of tree preservation and protection, where necessary, including tree risk assessment reports.

(b) Media for As-built Drawings

- i. 1 set of item stated in 5.6.6(a)(i) of paper size no larger than A1 with AutoCAD and colored PDF format.
- ii. 1 set of each item 5.6.6(a)(iii), 5.6.6(a)(iv) and 5.6.6(a)(vii) of paper size no larger than A3 with MS WORD and colored PDF format.
- iii. 1 set of documents stated in 5.6.6(a)(ii), and 5.6.6(a)(v) of paper size as appropriate and colored PDF, TIFF or JPEG format.
- iv. The PDF image file shall be printed out from the respective source file in full size with minimum resolution 300 x 300 dpi. The line weight and color setting shall match with the hardcopy output.
- v. The TIFF image file shall be reproduced from the full size drawing with minimum resolution of 300 x 300 dpi in compression G4 format. The JPEG image file shall be reproduced from full size drawing with minimum resolution of 300 x 300 dpi.
- vi. The above drawings and documents shall be stored in the same set of CD-ROM computer disk and 3 copies of the CD are required.

5.6.7 Others

For Contractor-prepared as-built drawings, shop drawings and documents, O&M manuals, etc., the final approved version(s) shall be submitted within 10 days after receipt from the Contractor.

- 5.7** The Consultant shall prepare and submit documents/information, and deliverables but not limited to, as required by the adopted items in the Project Environmental Design Checklist, for the tasks as identified below or instructed by the Employer's Representative.

(a) Work stage 1 – Inception/Feasibility, Brief Development

- (i) List of project staff (other than core personnel)
- (ii) Resources plan
- (iii) Preliminary Programme
- (iv) Report on site surveys and site constraints including the summary of preliminary findings with utility provisions and utility mapping requirements for identifying necessary diversion works
- (v) Not used.
- (vi) List of heritage issues, if any
- (vii) Not used.
- (viii) Design options
- (ix) Feasibility Study Report
- (x) Recommendation of conceptual layout plans including preliminary cost estimates
- (xi) Not used.

(b) Work stage 2 – Outline Proposals & Sketch Plan

- (i) Resources plan
- (ii) Programme
- (iii) Comments on Engineering Conditions and Allocation Plan
- (iv) Report on utility provisions and information
- (v) Appointment of specialist consultants
- (vi) Preliminary Environmental Review Report
- (vii) Preliminary Report on heritage /traffic/drainage impact issues, if any
- (viii) Contract strategy
- (ix) Project estimates
- (x) Review statutory constraints, i.e. building regulations, lease conditions, OZP, tree protection, slope upgrading, transport requirement, drainage protection, etc.
- (xi) Draft QSSP
- (xii) Not used.

- (xiii) Tree preservation and removal proposal to demonstrate that no tree is unnecessarily removed or pruned and the need for off-site tree transplanting and/or compensation.
- (c) Work stage 3 – Detail Design
- (i) Resources plan
  - (ii) Comments on Engineering Conditions and Allocation Plan
  - (iii) Design calculations
  - (iv) Statutory approval
  - (v) Finalised layout plans showing detailed design intent and services co-ordination
  - (vi) Presentation of proposed building materials, systems and equipment.
  - (vii) List of materials and equipment selected having less than 3 probable offers
  - (viii) Revised project estimates
  - (ix) Confirmation of contract strategy
  - (x) Review statutory constraints, i.e. building regulations, lease conditions, OZP, tree Protection, slope upgrading, transport requirement, drainage protection, etc.
  - (xi) Draft QSSP
  - (xii) Report on heritage/traffic/drainage impact assessment, if any.
  - (xiii) Not used.
  - (xiv) Approved tree preservation and removal proposal and landscape submission.
- (d) Work stage 4 – Documentation/Tendering
- (i) Confirmation of site availability
  - (ii) Not used.
  - (iii) Design calculations and detail drawings
  - (iv) Tender drawings
  - (v) Particular Specifications
  - (vi) Material and equipment schedules
  - (vii) List of materials and equipment selected having less than 3 probable offers
  - (viii) List of Prime Cost & Provisional Sums
  - (ix) Detailed pre-tender estimates
  - (x) Draft Special Conditions of Contract to suit special project requirements
  - (xi) Records of tender queries and responses
  - (xii) Tender assessment and cost analysis of successful tenders
  - (xiii) Tender Report and recommendations
  - (xiv) Final QSSP
  - (xv) Not used.
- (e) Work stage 5 – Construction Supervision
- (i) Construction drawings
  - (ii) Order to Commence Work
  - (iii) Construction programme
  - (iv) Site inspection records
  - (v) Supervising Officer's Instructions
  - (vi) Meeting minutes
  - (vii) Records of approval of alternative materials and equipment
  - (viii) Financial statements
  - (ix) Interim Payment Certificates
  - (x) Reports on assessment of contractual claims
  - (xi) Revised QSSP
  - (xii) Site safety records and accident reports
  - (xiii) Records of C&D waste disposal
  - (xiv) Suspension Notice, Notice of Re-entry
  - (xv) Testing and commissioning schedules and records, including information for witnessing of testing and commissioning of installations
  - (xvi) List of defects and outstanding works
  - (xvii) Operation and maintenance guides / manuals
  - (xviii) Site records
  - (xix) Not used.
  - (xx) Completion Certificate
  - (xxi) Handover Certificate
  - (xxii) As-built drawings

(xxiii) Tree monitoring report including tree risk assessments and mitigation measures.

(f) Work stage 6 – Post Hand Over Services

- (i) List of additional works
- (ii) Report on hand over of spare parts / materials and as-built records
- (iii) Report on rectification of outstanding and defective works
- (iv) Report on assessment of contractual claims
- (v) Maintenance Certificate or Defects Rectification Certificate
- (vi) Project appraisal report
- (vii) All documents after finalisation of the Project
- (viii) Not used
- (ix) Not used.
- (x) Not used
- (xi) Not used.
- (xii) Site supervision on completion of outstanding works, defect rectification and other necessary coordination works.
- (xiii) Report on Soft landscape Establishment Works, tree monitoring and tree risk assessments.

**6. Services to be provided by the Consultant**

- 6.1 The Consultant's scope of services for this Agreement will be in accordance with Workstage 1 to Workstage 6 as detailed in item 4.2 above and as mentioned under item 6.0 of this Brief. Services\* comprising design, planning, detailing, documentation and periodic supervision of construction shall be inclusive of related building services, building energy efficiency assessment, acoustics, interior design, civil, geotechnical and structural engineering, environmental, landscaping, water supply, sewage and drainage systems\* as appropriate to complete the Assignment.

The Consultant shall review the Brief recommend design requirements and standards, recommend design options, prepare tender drawings and documents, advise on selection of materials and equipment, obtain operation and maintenance requirements, recommend selection of contractors, provide periodic site supervisions and statutory site supervisions including the provision of all full time, part time and periodic site safety and quality supervisions and qualified (TCP T3, T5, etc.) site supervisions and inspections as required by the BD/GEO, monitor the progress of works, cost control, monitor contractor performance, arrange for the testing, commissioning and handing over of the works, monitor the completion of making good defects and produce as-built records. The Consultant shall work to achieve the cost, quality and time targets. The Consultant has to present design proposals to the Employer and in the external meetings as necessary. The costs of all statutory duties of Authorized Person, Registered Structural Engineer and Registered Geotechnical Engineer and statutory site supervisions as required by the BD/GEO shall be deemed to be included in the lump sum consultancy fee as shown in the Fee Proposal Form (Appendix 1) and the Fee Breakdown Form (Appendix 2) enclosed with the Consultant's proposal.

- 6.2 Consent from the Employer's Representative must be obtained on the design concept and other key design aspects for each Work stage before the next Work stage is proceeded.
- 6.3 The Consultant is responsible to construction safety, and health and environmental protection on site.
- 6.4 The Consultant shall nominate a person for carrying out the duties of the Supervising Officer under the terms of the works contract. Such person shall be a core personnel of the project team holding a partner or directorate post in the firm and have a minimum of ten years' post professional qualification experience in relevant projects.
- 6.5 The Consultant shall deploy the following persons to be responsible for the performance of the relevant part of the Services and the preparation and submission of building proposals and documents as required by relevant government departments for their comment:-
- (a) a person who is in the principal / director level of the architectural consultant and is on the list of architects in the Authorized Persons' Register kept under the Buildings Ordinance, and where applicable,
  - (b) a person who is at the principal / director level of the structural consultant and is included in the Structural Engineers' Register kept under the Buildings Ordinance.

- 6.6 The said Authorised Person and Registered Structural Engineer shall ensure that the design and supervision requirements and the administrative procedures set out under the Buildings Ordinance and the subsidiary legislation made thereunder and any amendments thereto are complied with in the design and construction of the contract works.
- 6.7 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 at any time in accordance with the procedures listed in the Schedule of General Instructions in Annex 1 to this Brief or by the Employer's Representative.
- 6.8 The Consultant shall collaborate with the Sub-consultants and other consultants in the provision of services as detailed in the Brief for various work stages and other deliverables necessary for the completion of the assignment.
- 6.9 The Consultant shall be required to prepare and submit plans, drawings, calculations and other documents etc. as required by the Employer's Representative for approval or checking.
- 6.10 Upon completion of work stage 3, the Consultant is required to prepare a Quality Site Supervision Plan in accordance with clause 6.17(c)(xiv) and their own quality management system. The Consultant shall also review the Quality Site Supervision Plan with the site staff during the construction stage.
- 6.11 The Consultant shall undertake checking to confirm full compliance with all applicable Ordinances, Regulations and any other checking as required under the Brief.
- 6.12 The Consultant shall submit to the Employer's Representative a written statement to confirm the full compliance with all applicable Ordinances, Regulations and any other requirements as specified under the Brief. Should there be any non-complying items, the Consultant shall recommend proposals on whether compliance or otherwise of such items for the consideration of the Employer's Representative.
- 6.13 The Consultant should allow adequate time for the checking and acceptance of plans by the Employer's Representative.
- 6.14 The Consultant shall be required to directly approach and coordinate all relevant authorities and government departments, such as BD, FSD, DSD, WSD, EMSD, EPD, PlanD, TD, HyD, DLO, CEDD, etc. in order to obtain their comments, approvals or permits for the building proposals and the related building works.
- 6.15 The Consultant shall directly approach and coordinate all concerned utility companies in order to obtain their consents and requirements on connection / provision of utility services for the building proposed and necessary works for diversion of existing services.
- 6.16 Not used.
- 6.17 The Consultant is required to provide the following services for the corresponding Works stages.

(a) Work stage 1 - Inception/Feasibility, Brief Development

On receipt of an initial statement of requirements, budget and site details (if any), make preliminary calculations of development potential as allowed by statutory regulations. Advise on possible options and outline courses of action. Develop/determine the Employer's brief requirements in sufficient detail for subsequent stages to begin.

(b) Work stage 2 - Outline Proposals & Sketch Plan

Review the brief and focus on the following aspects.

- (i) Analyse the Employer's requirements. Prepare, describe and illustrate outline proposals, including an approximation of cost.
- (ii) Prepare, describe and illustrate outline proposals and sketch plans as may be required for the purpose of or in connection with the Assignment.
- (iii) Submit and present the Sketch Design Report for Employer's approval.

- (iv) Not used.
- (v) Assist the Employer on funding applications.

The Consultant shall recommend a strategy for site supervision. The Consultant could be instructed to carry out this in conjunction with the recommendation on the construction staging and packaging of works contract, and the tendering strategy for letting out the works contract(s).

(c) Work stage 3 - Detail Design

- (i) Prepare detailed designs, specifications for works, drawings, dimensions, sections, plans with such design data, calculations and other Information as may be required for the purpose of or in connection with the Assignment.
- (ii) Prepare and submit services co-ordination design drawings which shall demonstrate that the designs of the services installations and the building structure are fully co-ordinated and integrated for obtaining the approval by the Employer's Representative.
- (iii) Obtain information from suppliers, if any, and take all necessary steps to obtain from them all details necessary for the timely completion of the Assignment.
- (iv) Prepare and submit list of finishes, materials and equipment selected having less than 3 probable offers.
- (v) Liaise with relevant bodies and assist with negotiations for any reprovisioning works that may be required.
- (vi) Identify all adjoining users, facilities and installations affected by the Assignment.
- (vii) Determine the extent of further ground investigations and surveys and further studies required to carry out the detailed design of the Assignment..
- (viii) Prepare all necessary documentation and reports on ground investigation and survey data together with interpretation of results.
- (ix) Not used.
- (x) Prepare detailed proposals as required by the Heritage Impact Assessment (HIA), if any.
- (xi) Prepare estimates of the cost of the Assignment.
- (xii) Prepare papers and briefing notes which will be required for consultation or communication with community groups e.g. District Council, Rural Committees and other public organisations.
- (xiii) Submit and present the Detail Design Report and set out the standards governing the design of the works for obtaining the approval by the Employer.
- (xiv) Submit a Quality Site Supervision Plan in line with the strategy of site supervision recommended in work stage 2, and to include, but not limited to, the following details :-
  - i. A detailed site supervision arrangement, including arrangements for supervision of construction activities that are required to be carried out outside the normal working hours of the site staff;
  - ii. A list of critical construction activities and structural elements that require special attention together with the associated supervision requirements for such items;
  - iii. If necessary, the Consultant shall also specify for any critical construction activities, structural elements and particular aspects or details;
  - iv. A guideline on the details of inspection to be recorded for specialist works or critical elements;

- v. A list of temporary works that the contractor shall be required to provide for independent checking of the temporary works.
  - vi. In case it is envisaged that construction or fabrication works will be carried out outside Hong Kong, the Consultant shall formulate supervision requirements and inspection arrangement for such works.
- (xv) Not used.
- (xvi) Assist the Employer on funding applications.
- (d) Work stage 4 - Documentation/Tendering
- (i) Complete the detailed design, drawings and all relevant schedules and Specifications in accordance with the standards stated in Section 10 of the Brief.
  - (ii) Prepare and submit list of materials and equipment selected having less than 3 probable offers. Obtain estimates and other information from contractors and suppliers.
  - (i) Provide information necessary for the preparation of estimates, bills of quantities and other tender documents by the Quantity Surveyor and carry out cost checks in conjunction with the Quantity Surveyor and amend design to suit budget as necessary as or requested by the Employment's Representative.
  - (ii) Recommend suitable tenderers based on contractors and suppliers approved to carry out public works.
  - (iii) Coordinate with the Quantity Surveyor to check and assess the tenders and make tender recommendation. Provide project cost reconciliation and ensure the anticipated project expenditure is within the budget. Inform the Employer's Representative of any extra funds required to complete the Project.
  - (iv) On receipt of the Employer's instructions regarding the acceptance of tenders, coordinate the preparation of the necessary contract documents.
  - (v) Ensure that consent to commence work is obtained from Government departments, public corporations and utility companies.
  - (vi) Not used.
  - (vii) Not used.
  - (x) Coordinate, prepare, and provide all necessary drawings and information to assist the Employer to complete the tender invitation process including the issue of tender addendum and answering tender queries.
- (e) Work stage 5 - Construction Supervision
- (i) Prepare and provide contract documents for signature and record purposes.
  - (ii) Carry out the duties of the Supervising Officer under the terms of the works contracts for the construction, completion, maintenance and supply of the contract works which shall be deemed to include the coordinating of works carried out by public utility companies and other government departments, bodies or persons for or in connection with or necessitated by the Assignment.
  - (iii) Conduct briefing sessions to the Contractor and sub-contractors at the commencement of the Works.
  - (iv) At the commencement of works, review the Quality Site Supervision Plan (QSSP) (against the activities described by the Contractor in his Quality Plan prior to the execution of works if the contractor is required to submit it under the contract), and conduct regular reviews of the QSSP with site staff subsequently, and as the need arises, and make necessary updating and modification in order to suit the actual circumstances and the Consultant shall report in the monthly progress

report the status of implementing the QSSP and any major modifications to it as a result of a review. The Consultant shall submit a revised QSSP to the Employer's Representative if there is a major revision and as requested by the Employer's Representative.

- (v) Not used.
- (vi) Supervise and direct the execution of the contract works rendered under the works contracts including the appointment and control of Supervising Officer's Representative and resident site staff as may be approved by the Employer's Representative.
- (vii) Make such periodic visits to the site as the Consultant considers necessary to ensure the progress and quality of the contract works and to determine if the works are proceeding in accordance with the works contract.
- (viii) Where the design requires the supervision and/or testing of the contract works off-site, the Consultant's service is deemed to be included in the Lump Sum fees.
- (ix) Not used.
- (x) Not used.
- (xi) Prepare all further designs, drawings, schedules, estimates and related things necessary for the completion of the contract works.
- (xii) Prepare monthly progress reports and estimates of expenditure for the Works Contracts during the progress of the contract works..
- (xiii) 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 during the progress of the works contract.
- (xiv) Ensure that all relevant requirements as contained in the Schedule of General Instructions in Annex 1 to this Brief are complied with.
- (xv) Give adequate notice or as long a notice as possible up to three months to the Employer's Representative of the intention to recommend issue to a contractor, a completion or taking-over certificate for the whole or part of the contract works under any works contract and upon issue of such certificate deliver to the Employer's Representative such drawings, calculations and instructions as are necessary for the operation of the contract works.
- (xvi) If so required by the Employer's Representative, report on difficulties experienced during construction and the suitability of the type of construction for similar works elsewhere in Hong Kong. (Such reports shall be paid for as additional Services.)
- (xvii) After completion of the contract works under any of the works contracts and within a period to be agreed by the Employer's Representative, prepare and deliver to the Employer's Representative drawings showing in full detail the contract works and utilities works as actually carried out together with calculations and information necessary for the maintenance of the contract works and submit all records and accounts relating to the contract works.
- (xviii) Provide guidance on operation and maintenance of the works contract.
- (xix) Provide and update the list of outstanding and defective works.
- (xx) Monitor progress of defects rectification and completion of outstanding/additional works, including testing and commissioning works.
- (xxi) Arrange and attend the pre-hand over and hand over inspections/audits with relevant bodies, including inspection/audits by BD, FSD, users, maintenance agents, etc.
- (xxii) Apply for increase in contract sum.
- (xxiii) Prepare documents for application to increase the approved budget.

- (xxiv) Obtain the approval of the Employer for acceptance of alternative materials and equipment from the Tender Equipment Schedule or the change in Specifications.
  - (xxv) Check the works and mitigation measures carried out for heritage conservation, if any, comply with the requirements stipulated in the Heritage Impact Assessment.
  - (xxvi) Not used.
  - (xxvii) Not used.
  - (xxviii) Provide monthly variation reports as Annex 4 to this Brief stating justifications for the issuance of each variation and the estimates of the subvented and the non-subvented items in the variations.
  - (xxix) Where an instruction is issued for variations of the contract works, the instruction should be stated in precise and specific terms. A description like “changes as attached drawings” shall be avoided.
  - (xxx) Monitor and conduct regular inspections and tree risk assessment to ensure safety and proper implementation of tree transplanting and protection works during construction period.
  - (xxxi) Report to relevant governmental authority or apply self-certification of compliance of landscape and tree works completion.
- (f) Work stage 6 - Post Hand Over Services
- (i) Carry out the duties of the Supervising Officer under the terms of the works contract.
  - (ii) Provide information necessary for the preparation of final account and the substantiation necessary for subvention as required by the Employer’s Representative. The information necessary for the substantiation is listed in Annex 5 to this Brief and should be submitted to the Employer’s Representative upon the settlement of the final account.
  - (iii) Provide and update the list of outstanding and defective works and arrange inspections.
  - (iv) Monitor progress of defects rectification and completion of outstanding/additional works.
  - (v) Arrange final inspections with relevant bodies.
  - (vi) Give adequate notice or as long a notice as possible up to three months to the Employer’s Representative of the intention to recommend issue to a Contractor a Defects Rectification Certificate or a Maintenance Certificate for the whole of the contract works under any works contract.
  - (vii) Arrange handover of spare parts / materials and as-built records including drawings, manuals, warranties and certificates to the maintenance agent.
  - (viii) Not used.
  - (ix) Provide a suggested list of post contract improvement and additional works.
  - (x) Not used.
  - (xi) Not used.
  - (xii) Not used.
  - (xiii) Not used.
  - (xiv) Not used.
  - (xv) Not used.
  - (xvi) Not used.

- (xvii) Monitor and conduct regular inspections and tree risk assessment to ensure safety and the maintenance schedule during Establishment Period of the landscape softworks to be properly implemented by the contractor(s) for healthy and vigorous growth of the plant materials.
- (xviii) Monitor and conduct inspections to ensure completion of landscape defects rectification and outstanding works during maintenance period.

6.18 Not used.

6.19 Not used.

## 7. Programme of Implementation

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

7.2 The required key dates, **all are tentative**, for this Assignment are indicated as follows:

- (a) Commencement of design : *(04/2025)* date of letter of acceptance of the Consultant's proposal
- (b) Commencement of tender documentation for the main contract: *(April 2026)* a subsequent date when a formal instruction is issued by the Employer's Representative (refer to as workstage 4 in Clause 4.2 above)
- (c) Submission of documentation for tendering the main contract: *[(July 2026) ]*
- (d) Return of tenders for the main contract : *[(September 2026) ]*
- (e) Commencement of the main contract : *[(November 2026) ]*
- (f) Completion and hand-over of the main contract : *[(October 2027) ]*
- (g) 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, 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.

7.3 Not used.

7.4 Pursuant to Clause 26(2) of the General Conditions of Employment, the Consultant shall submit the draft programme and revised draft programme and the Employer's Representative shall agree, or instruct, within the following periods:

- (a) Submission of the draft programme: Within 4 weeks of the due date for commencement of the Agreement
- (b) Agreement of the draft programme: Within 4 weeks from receipt of or instruction for submission of the revised draft programme
- (c) Submission of revised draft programme: Within 2 weeks from the instruction of the Employer's Representative

7.5 The draft programme and revised draft programme shall detail the activities to be carried out, target dates for particular tasks and any decision dates that may be required for the uninterrupted progress of the Assignment. The Consultant shall discuss with the Employer's Representative during the above periods to agree the timing of submission of reports, other documents and plans for each of the main elements of the Assignment, for inclusion in the draft programme and revised draft programme.

7.6 The key dates referred to in Section 7 of this Brief shall include but not be limited to:

- (a) The date of submission and approval of the Feasibility Study Report, Sketch Design Report and Outline Proposals, and reports, under Section 5 of this Brief;
- (b) The dates of submission and approval of plans, drawings, calculations and other documents to the Employer's Representative as required under Section 6 of this Brief;
- (c) The dates of submission of the contract documents sufficient for tendering of the works contracts;
- (d) The dates of return of tenders for the works contracts;
- (e) The dates of commencement of the works contracts;
- (f) The dates of substantial completion of the works contracts;

- (g) The dates for the finalisation of the accounts of the works contracts.
- 7.7 Not used.
8. **Progress Reports**
- The Consultant shall submit to the Employer's Representative progress reports at monthly intervals on all aspects of the Services relating it to the Programme referred to in Section 7 of this Brief. The reports shall include a list of those parts of the Services the execution of which are behind the Programme together with proposals to expedite progress, so as to complete the Services on time.
9. **Not used**
10. **Standards and Specifications**
- 10.1 The Consultant shall adopt the technical and design standards and specifications, manuals, procedures and circulars as shown in the Schedule of General Instructions in Annex 1 to this Brief, as are in current use by the Architectural Services Department, Geotechnical Engineering Office, Civil Engineering Office, Highways Department and Electrical and Mechanical Services Department. If such technical and design standards, specifications, manuals, procedures and circulars are not applicable, international standards, codes of practice and specifications may be used.
- 10.2 Should instances arise for which suitable standards or specifications do not exist or for which the current standards or specifications appear to require modifications or if by the adoption of current standards the Consultant would incur additional expense not within reasonable contemplation, the Consultant shall submit recommendations on appropriate alternatives to the Employer's Representative for agreement.
11. **Not used.**
12. **Variations and Other Commitments**
- 12.1 The net 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\$1,000,000.00.
13. **Not used.**
14. **Employer's Representative**
- 14.1 The Employer' 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' 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.
- 14.2 During the course of the Agreement the Consultant shall report directly to the Employer's Representative.
15. **Not used.**

**16. Information and Facilities Provided by the Employer**

- 16.1 All available information relevant to the Assignment will be provided to the Consultant. Relevant documents, reports, drawings and other background materials are listed in Annex 1 to this Brief. Documents indicated as needed can be inspected by arrangement with the Employer and on request from the Consultant except those currently available from the Sales Section of the Information Services Department.
- 16.2 An electronic version of some of the documents listed in Annex 1 to this Brief related to the Assignment may be accessed at ArchSD website “ArchSD Consultancy Information Centre” ([www.archsd.gov.hk](http://www.archsd.gov.hk)).
- 16.3 The Consultant and Sub-consultants shall check and confirm with the project team on the relevance and the latest version of those documents that are copied to them previously before making reference or incorporating them in the works contracts.

**17. Consultant's Office and Staffing**

- 17.1 The Consultant shall maintain for the duration of the Agreement an office in Hong Kong under the control of a principal of the Consultant who shall be responsible for the Assignment. The principal shall have adequate authority and sufficient professional, technical and administrative support in all relevant disciplines to ensure progress to the satisfaction of the Employer's Representative.
- 17.2 All core personnel shall be proficient in written and spoken English and Chinese to ensure compliance with relevant requirements of this Brief and satisfactory delivery of service.

**18. Adherence of the Consultant and Sub-consultant staffing proposal**

- 18.1 Upon appointment and for the duration of this Assignment, the Consultant and Sub-consultant shall provide the staff and manpower input in accordance with the Consultant's Proposal which was submitted with the bid for this Assignment.
- 18.2 For the purpose of verifying that the Consultant and the Sub-consultant have adhered to their staffing proposal as stated in the Consultant's Proposal, the Consultant and the Sub-consultant are required to keep monthly time-log records of their core personnel involved in this Assignment and submit these for checking upon request by the Employer's Representative.
- 18.3 Not used.
- 18.4 If the Consultant or Sub-consultant is unlikely to provide or maintain any core personnel as proposed in the Consultant's Proposal because of reason(s) beyond their control, the Consultant or Sub-consultant shall report to the Employer as soon as practicable and propose, for the Employer's approval, a replacement who can meet the minimum qualification and experience requirements of the staff category concerned and has sufficient number of relevant job reference for attaining the same grade as attained by the member of core personnel to be replaced in the original Technical Proposal of the Consultant.

**19. Specialist and Sub-consultant Services**

- 19.1 The Consultant shall provide all specialist and sub-consultant services as stated in this Brief that are required for the satisfactory completion of the Assignment. No additional fees or expenses for provision of such services rendered locally or overseas shall be payable by the Employer except as otherwise provided for in the Schedule of Fees.
- 19.2 Not used
- 19.3 Under Clause 38 of the General Conditions of Employment, the Consultant shall obtain the prior approval of the Employer in writing to:
- (a) the appointment of sub-consultants to undertake any part of the Services, and
- (b) the replacement of any sub-consultants appointed under sub-clause (a) of this Clause.

19.4 Not used

19.5 If Sub-consultants are provided, consent from the Employer shall be obtained and the Sub-consultants shall have relevant qualifications/experience and local office or representatives in Hong Kong. If no Sub-consultant is employed by the Consultant, he shall prove that he has the required qualified staff within his office for handling the specialist services and the relevant qualifications/experience of the staff shall be submitted to Employer for consent.

20. **Not used.**

21. **Professional Indemnity Cover**

The amount of Professional Indemnity Insurance cover to be maintained in accordance with sub-clause (1) of Clause 47 of the General Conditions of Employment shall be HONG KONG DOLLARS \$1,000,000.00 ”

22. **Not used.**

23. **Not used**

**SCHEDULE OF GENERAL INSTRUCTIONS  
FOR  
ARCHITECTURAL AND ASSOCIATED 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.)**

**A. General and Architectural**

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. Model Arbitration Rules
3. General Specification for Building issued by Architectural Services Department
4. Hong Kong Standard Method of Measurement of Building Works
5. Standard Drawings issued by Architectural Services Department
6. Practice Note for Authorized Persons, Surveyors and Registered Structural Engineers (APSRSE Practice Notes) issued by the following Departments –
  - (i) Lands Department
  - (ii) Buildings Department
  - (iii) Planning Department
  - (iv) Environmental Protection Department
7. Outline Zoning Plans / Development Permission Area Plans
8. Design Manual – Barrier Free Access
9. Transport Planning and Design Manual
10. Code of Practice for Overall Thermal Value in Buildings published by Buildings Department.
11. Hong Kong Planning Standards and Guidelines issued by Planning Department
12. All relevant technical circulars, circular memorandum, circular letters, code of practices, design manuals, guidelines and guidance notes issued by the Government of HKSAR.
13. Not used.

**B. Building Services**

14. General Specification for Building Services Installation in Government Buildings of the Hong Kong Special Administrative Region.
15. General Specification, General Technical Specification or General Requirements for:
  - (i) Electronic Contract
  - (ii) Electronic Purchase
  - (iii) Public Address Systems
  - (iv) Closed Circuit Television Systems
  - (v) Uninterruptible Power Supply
  - (vi) Private Automatic Branch Exchange Systemissued by Electrical and Mechanical Services Department.
16. Public Lighting Design Manual issued by Highways Department
17. Building Services Testing and Commissioning Procedures issued by Architectural Services Department
18. Code of Practice for Energy Efficiency of Building Services Installation issued by Electrical and Mechanical Services Department
19. All other Proforma Specification and Technical Specification issued by Architectural Services Department and Electrical and Mechanical Services Department as advised by Employer's Representative.

**C. Structural, Civil and Geotechnical Engineering**

20. Architectural Services Department Structural Engineering Branch Drafting Manual for RC Structures
21. Code of Practice for Structural Use of Concrete issued by Buildings Department
22. BS8004 : Foundations
23. BS8007 : Design of Concrete Structures for Retaining Aqueous Liquids
24. Code of Practice for Structural Use of Steel issued by Buildings Department
25. Hong Kong Buildings Ordinance
26. Code of Practice on Wind Effects in Hong Kong
27. Building (Construction) Regulations on Loading and Fire Resisting Construction
28. Building (Demolition Works) Regulations
29. Transport Planning & Design Manual
30. Structures Design Manual for Highways and Railways
31. Geotechnical Manual for Slopes
32. Geoguide 1 - Guide to Retaining Wall Design
33. Geoguide 2 - Guide to Site Investigation
34. Geoguide 3 - Guide to Rock and Soil Descriptions
35. Geoguide 5 – Guide to Slope Maintenance

- 36. Geospec 3 – Model Specification for Soil Testing
- 37. GCO Publication No. 1/90 - Review of Design Methods for Excavations
- 38. Geo Publication No. 1/2011 – Technical Guidelines on Landscape Treatment for Slopes
- D. Non-existent British Standards and British Standard Codes of Practice**
- 39. Should instances arise for which suitable standards or specifications do not exist, the Consultant shall refer to, in the preferential order, International Standards such as ISO, IEC, etc; or BSEN; or the British Standards and British Standard Codes of Practice; or submit recommendations on appropriate alternatives to the Employer's Representative for agreement.

**Not Used**

**Not Used**

## Consultant letter head

**Application Form for Approval of Variation Order**

Contract No.:

Contract Title:

Proposed Variation Order (VO) Ref. \_\_\_\_\_  
 (Note: all VOs should be issued within the contract period.)

Drawing No.: \_\_\_\_\_

Scope of Works: Subvented / Non-subvented / Both subvented and non-subvented\*

Type of Works: Architectural / Structural / Building Services / Geotechnical\*

**Description of Works:** (Note: the description should be precise and specific, e.g. Change plaster and emulsion paint to screed and wall tiles in Room 123.)

**Reasons/Justifications for Variation:****Additional information:**

Is this VO initiated by the Employer (School)? \*Yes / No.

Is this VO absolutely necessary for the completion of the Works? \*Yes / No.

What are the consequences if this VO is not issued: \_\_\_\_\_

Unforeseen ground conditions are involved in this VO: \*Yes/No.

\*No abortive work is involved in this VO / Some abortive works are involved in this VO, they are: \_\_\_\_\_

\*Additional works (outside the original scope of works) are involved in this VO, they are: \_\_\_\_\_

\*Works above normal design standard for this type of building are involved in this VO, they are: \_\_\_\_\_

This VO may cause \_\_\_\_\_ days of extension of contract period.

This VO may cause contractual claim of the magnitude of \$ \_\_\_\_\_.

| Cost Implication    | This VO       |               |                | Contract Value        |                          |
|---------------------|---------------|---------------|----------------|-----------------------|--------------------------|
|                     | Est. Omission | Est. Addition | Est. Net Value | Last Est. Final Value | Revised Est. Final Value |
| Subvented Works     | \$            | \$            | \$             | \$                    | \$                       |
| Non-subvented Works | \$            | \$            | \$             | \$                    | \$                       |
| Total               | \$            | \$            | \$             | \$                    | \$                       |

Original Contract Sum: \_\_\_\_\_ Est. Final Contract Sum: \_\_\_\_\_

|                                            | Signed | Name | Post | Date |
|--------------------------------------------|--------|------|------|------|
| Applied by Consultant                      |        |      |      |      |
| Endorsed by Employer                       |        |      |      |      |
| Approved by Subventing Bureau/Department # |        |      |      |      |

\*Delete if inappropriate

#Obtain approval signature when necessary according to the criteria set by Subventing Bureau/Department

**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.

**Architectural and Associated Consultancy Services for Major Repairs 2025-26 for MAN KWAN QUALIED COLLEGE**

**Scope of Approved Works**

**Item 1: Replacement of Air Conditioners**

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |    |     |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|
| (1) | <p>To dismantle and cart away the existing air conditioning indoor unit and outdoor unit completed with refrigerant pipe, condensation drain pipe, power disconnection to existing power points and hangers.</p> <p>Location:<br/>Staff common Room (6 units)<br/>Classrooms<br/>1/F: 102 (2 units), 103 (1 unit), 104 (3 units), 105 (2 units), 106 (3 units)<br/>2/F: 202 (2 units), 203 (2 units), 204 (2 units), 205 (1 unit), 206 (3 units)<br/>3/F: 302 (4 units), 303 (1 unit), 304 (3 units), 305 (4 units), 306 (2 units)<br/>4/F: 402 (4 units), 403 (2 units), 404 (4 units), 405 (2 units), 406 (4 units)<br/>5/F: 502 (2 units), 503 (3 unit), 504 (3 units), 505 (4 units)<br/>Hall (14 units)</p>                                                                                                                                                     | 83 | Set |
| (2) | <p>To supply and install of 2 Hp Ceiling Mounted Cassette Split Type (cooling only) A/C unit c/w insulated refrigerant pipes, insulated drain pipe lead to the nearest drain point,-retain and reuse existing power points and switches, and making good work after installation, including-new supporting frame, testing and commissioning.</p> <p>Cooling Capacity: 5.7kW;</p> <p>Location:<br/>Staff common Room (6 units)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                    | 6  | Set |
| (3) | <p>To supply and install 2 Hp ceiling suspended type split air conditioning indoor unit and outdoor unit completed with refrigerant pipe, condensation drain pipe, closed cell elastomeric insulation, aluminium claddings (150mm x 150mm x 7m (length) per outdoor unit) to conceal the outdoor AC pipings, supporting frame, power connection to existing power point and hangers.</p> <p>Cooling Capacity: 5.0kW;</p> <p>Location:<br/>Classrooms<br/>1/F: 102 (2 units), 103 (1 unit), 104 (3 units), 105 (2 units), 106 (3 units)<br/>2/F: 202 (2 units), 203 (2 units), 204 (2 units), 205 (1 unit), 206 (3 units)<br/>3/F: 302 (4 units), 303 (1 unit), 304 (3 units), 305 (4 units), 306 (2 units)<br/>4/F: 402 (4 units), 403 (2 units), 404 (4 units), 405 (2 units), 406 (4 units)<br/>5/F: 502 (2 units), 503 (3 unit), 504 (3 units), 505 (4 units)</p> | 63 | Set |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |    |     |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|
| (4) | <p>To supply and install 5 Hp ceiling suspended type split air conditioning indoor unit and outdoor unit completed with refrigerant pipe, condensation drain pipe, closed cell elastomeric insulation, aluminium claddings (1000mm x 200mm x 30m (length) x 2) to conceal the outdoor AC pipings, supporting frame, power connection to existing power point and hangers.</p> <p>Cooling Capacity: 12.3kW;</p> <p>Location:<br/>Hall (14 units)</p>                   | 14 | Set |
| (5) | <p>To take down and set aside the outdoor units of the split-type air conditioner of Room 701 during the re-roofing works at TR/F. Reinstall the outdoor units completed with refrigerant pipe, condensation drain pipe, closed cell elastomeric insulation, aluminium claddings (150mm x 150mm x 2m (length)) to conceal the outdoor AC pipings, supporting frame, power connection to existing power point and hangers.</p> <p>Location:<br/>Room 701 (2 units)</p> | 2  | Set |

## Item 2: Replacement of existing trough urinals

|     |                                                                                                                                                                                                                                                                       |    |      |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|
| (1) | Take down and cart away the existing urinals and associated fixings in G-6/F male toilets.                                                                                                                                                                            | 7  | nos. |
| (2) | <p>Prepare and lay to fall with average 30mm thick or approved equivalent waterproofing cement sand screeds on hacked off floor area only; construct cement sand angle fillet between wall and floor.</p> <p>Locations:<br/>1-6/F male toilet<br/>G/F male toilet</p> | 63 | sqm  |
| (3) | To supply and install new Ø25 mm uPVC flushing water supply pipe connected from the specified water supply sources as per site condition all new water points at male toilet at G/F-6/F.                                                                              | 70 | lm   |
| (4) | To supply and install new Ø100 mm uPVC drainage water pipe, valves and accessories connected to existing drainage point for all drain points at male toilet at G/F-6/F.                                                                                               | 70 | lm   |

|     |                                                                                                                                                                                                                                                   |    |      |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|
| (5) | Supply and install new urinals with associated accessories including outlet grating, trap bracket, etc.<br><br>Locations:<br>1-6/F male toilet (@4 nos.)<br>G/F male toilet (6 nos.)                                                              | 30 | nos. |
| (6) | To supply and install cistern and associated fixings to connect with the new urinals in which two urinals share one cistern on each floor at male toilet at G/F-7/F.<br><br>Locations:<br>1-6/F male toilet (@2 nos.)<br>G/F male toilet (3 nos.) | 15 | nos. |
| (7) | To supply and install ceramic tiles to wall and non-slip homogeneous tiles to floor.<br><br>Locations:<br>1-6/F male toilet<br>G/F male toilet                                                                                                    | 63 | sqm  |
| (8) | To supply and install partitions between urinals.<br><br>Locations:<br>1-6/F male toilet (@3 nos.)<br>G/F male toilet (5 nos.)                                                                                                                    | 23 | nos. |

### Item 3: Replacement of existing squat toilets

|     |                                                                                                                                                                                                                                                                                                                                                                           |    |      |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|
| (1) | Take down and cart away the existing squat toilets, cistern and associate fixing including the screeding and skirting at male and female toilets at G/F to 6/F.<br><br>Locations:<br>1-6/F female toilets (2 nos. in each toilet)<br>1-6/F male toilets (1 nos. in each toilet)<br>G/F female toilets (5 nos. in each toilet)<br>G/F male toilets (3 nos. in each toilet) | 26 | nos. |
| (2) | Prepare and lay to fall with average 30mm thick or approved equivalent waterproofing cement sand screeds on hacked off floor area only; construct cement sand angle fillet between wall and floor.<br><br>Locations:<br>G-6/F female toilets<br>G-6/F male toilets                                                                                                        | 78 | sqm  |

|     |                                                                                                                                                                                                                                                                                                                                    |     |      |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|
| (3) | To supply and install new Ø25 mm uPVC flushing water supply pipe connected from the specified water supply sources as per site condition all new water points at each toilet at G/F-6/F.                                                                                                                                           | 130 | lm   |
| (4) | To supply and install new Ø100 mm uPVC drainage water pipe, valves and accessories connected to existing drainage point for all drain points at each toilet at G/F-6/F.                                                                                                                                                            | 130 | lm   |
| (5) | To supply and install ceramic tiles to wall and non-slip homogeneous tiles to floor.<br><br>Locations:<br>G-6/F female toilets<br>G-6/F male toilets                                                                                                                                                                               | 78  | sqm  |
| (6) | Supply and install new water closet with associated accessories including outlet grating, trap bracket and cistern, etc.<br><br>Locations:<br>1-6/F female toilets (2 nos. in each toilet)<br>1-6/F male toilets (1 nos. in each toilet)<br>G/F female toilets (5 nos. in each toilet)<br>G/F male toilets (3 nos. in each toilet) | 26  | Nos. |
| (7) | To supply and install cistern and associated fixings to connect with the new water closet at toilets.<br><br>Locations:<br>1-6/F female toilets (2 nos. in each toilet)<br>1-6/F male toilets (1 nos. in each toilet)<br>G/F female toilets (5 nos. in each toilet)<br>G/F male toilets (3 nos. in each toilet)                    | 26  | Nos. |

#### Item 4: Re-roofing work for upper roof floor

|     |                                                                                                                                      |    |     |
|-----|--------------------------------------------------------------------------------------------------------------------------------------|----|-----|
| (1) | Hack-off and cart away the existing tile finishes, waterproofing layer, screeding and all existing fixtures to expose concrete slab. | 90 | sqm |
| (2) | Make good the concrete substrate to receive liquid applied waterproofing membrane.                                                   | 90 | sqm |
| (3) | Supply and lay 30mm thick closed-cell extruded polystyrene roof insulation board laid 30mm at joints                                 | 90 | sqm |
| (4) | Supply and lay cement sand screed laid to fall including wire mesh embedment.                                                        | 90 | sqm |

|     |                                                                                                                   |    |      |
|-----|-------------------------------------------------------------------------------------------------------------------|----|------|
| (5) | Supply and install new concrete roof tiles (non-slip) on cement and sand screeding.                               | 90 | sqm  |
| (6) | Supply and install new concrete surface channel (depth 150mm) and connect to the nearest drainage.                | 20 | lm   |
| (7) | To provide waterponding test and infra-red scanning report of ceiling waterproofing works.                        | 1  | Job  |
| (8) | To hack off and cart away the dome shape skylight and associate fixings of the skylight.                          | 1  | unit |
| (9) | To supply and install a dome shape skylight with associate fixings and apply joint sealant to make good finishes. | 1  | unit |

#### **Item 5: Replacement of external AGT and Pave Block**

|     |                                                                                                                               |      |     |
|-----|-------------------------------------------------------------------------------------------------------------------------------|------|-----|
| (1) | To dig up and set aside the pave block and relay sand bedding to an even level. Repave the pave block and make good finishes. | 1050 | sqm |
|-----|-------------------------------------------------------------------------------------------------------------------------------|------|-----|

#### **Item 7: Reflooring of staff room**

|     |                                                                                                               |     |     |
|-----|---------------------------------------------------------------------------------------------------------------|-----|-----|
| (1) | Hack off and cart away of all existing vinyl floor tile, loose of defective screed to expose concrete surface | 330 | sqm |
| (2) | Supply and apply approx. 10mm cement sand screeding to receive vinyl tile                                     | 330 | sqm |
| (3) | Supply and lay 2mm THK vinyl tile and make good finishes                                                      | 330 | sqm |

### Item 8: Repainting Works

|     |                                                                                                                                                                                                                                                                                                                                |     |     |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| (1) | Scrape off all existing paint and loose texture coat. Clean substrate and prepare substrate to receive new paint finishes. Repainting 2 coats of low VOC and non-toxic anti-mould emulsion paint to the surface.<br><br>Locations:<br>Classroom 502- 505 (ceiling) (300sqm)<br>Classroom 101, 201 (ceiling and wall) (300 sqm) | 600 | sqm |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|

### Item 9: Replacement of classroom door

|     |                                                                                                                                                                                                                                                                               |   |      |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------|
| (1) | To dismantle and cart away Single leaf solid core timber door of 900mm(W) x 2100mm(H) with 2 nos. of vision panels of 150mm(W) x 750mm (H), door frame and associated accessories.<br><br>Locations:<br>Classroom 102 (1 no.)<br>Classroom 202 (1 no.)                        | 2 | Nos. |
| (2) | To supply and install Single leaf solid core timber door of 900mm(W) x 2100mm(H) with 2 nos. of vision panels of 150mm(W) x 750mm (H), door frame, plastic laminated finishes and associated accessories.<br><br>Locations:<br>Classroom 102 (1 no.)<br>Classroom 202 (1 no.) | 2 | Nos. |

**MAN KWAN QUALIED COLLEGE**

**CONSULTANCY AGREEMENT**

**FOR**

**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**

**SCHEDULE OF FEES**

**MAN KWAN QUALIED COLLEGE**  
**CONSULTANCY AGREEMENT**  
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**ARCHITECTURAL AND ASSOCIATED CONSULTANCY SERVICES**  
**SCHEDULE OF FEES**

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# MAN KWAN QUALIED COLLEGE

## CONSULTANCY AGREEMENT

### FOR

## ARCHITECTURAL AND ASSOCIATED 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\$ \_\_\_\_\_, subject to the limitations, reservations and adjustment in Schedule of Fees Clauses 4, 5, 6 and 7.

[# insert the value on Agreement signing. This is the net value of the proposed fee indicated in the accepted fee proposal, including the fees of all professional disciplines to be engaged under the Assignment.]

(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 Schedule of Fees Clause 2 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> |
|--------------------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------|
| Inception/Feasibility, Brief Development                                       | 3%                                | 3%                                                                                  |
| Outline Proposals & Sketch Plan                                                | 14%                               | 17%                                                                                 |
| Detail Design                                                                  | 19%                               | 36%                                                                                 |
| Documentation / Tendering                                                      | 24%                               | 60%                                                                                 |
| Construction Supervision                                                       | 30%                               | 90%                                                                                 |
| Post Handover Services (including 5% for settlement of final subvention level) | 10%                               | 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. In addition to the Lump Sum stipulated in Schedule of Fees Clause 2, the Consultant shall be reimbursed by the Employer out-of pocket expenses actually and properly incurred by him in respect of :-

(a) the purchase of all documents, drawings, maps, photographs and records;

|                                 |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 |    | <ul style="list-style-type: none"> <li>(b) the cost for approved boring tests, trial pits, test piles, models, soil investigations and other special investigations;</li> <li>(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;</li> <li>(d) Not used;</li> <li>(e) 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).</li> <li>(f) Not used.</li> </ul>                                                                                                                                                                                                                                                                 |
| Payment for Additional Services | 5. | <ul style="list-style-type: none"> <li>(a) Where the Consultant consider that he is entitled to payment pursuant to General Conditions of Employment Clause 33, the Consultant shall advise the Employer's Representative in writing of such claims before the Consultant commences performing the additional Services.</li> <li>(b) The notice provision in sub-clause (A) of this Clause shall be a condition precedent to payment for additional Services.</li> <li>(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.</li> <li>(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.</li> </ul>                                               |
| Reduction of Lump Sum fees      | 6. | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Payment for delays              | 7. | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Fees on time charge basis       | 8. | <ul style="list-style-type: none"> <li>(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.</li> <li>(2) All staff proposed by the Consultant to perform the additional Services shall be subject to the agreement of the Employer's Representative.</li> <li>(3) Time spent by clerical staff shall not be chargeable.</li> <li>(4) Time spent by the partners and directors, and professional and technical staff in approved travelling shall be chargeable.</li> <li>(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 :- <ul style="list-style-type: none"> <li>(a) overseas communications including facsimile transmissions, telephone calls, telegrams, telex and air freight for documents;</li> </ul> </li> </ul> |

- (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.

9. Not used.

