

QUOTATION REF.: PLNQ XX-XX/AVA 2024

**TERM CONSULTANCIES FOR
AIR VENTILATION ASSESSMENT SERVICES
UNDER AGREEMENT NO. PLN AVA 2024**

**Category A - Term Consultancy for Expert Evaluation and
Advisory Services on Air Ventilation Assessments**

**Category B - Term Consultancy for Air Ventilation Assessments
by Computational Fluid Dynamics**

GUIDELINES ON PREPARATION OF FEE PROPOSAL

1. Definition

- 1.1 The terms set out in Clause 1 of the Articles of Agreement and Conditions of Contract shall have the same meaning in these Guidelines.

2. Submission of Proposal

General Requirements of Fee Proposal

- 2.1 Bidders should submit separate Fee Proposals for different categories A or B of the Term Consultancies for which quotation is being invited for the instructed project.
- 2.2 The Fee Proposal should be provided in the format at **Appendix 2**. Failure to observe this condition may cause the Fee Proposal to be disqualified. The Terms of Quotation, which will together with the Fee Proposal, if agreed, form part of the Agreement, is provided at **Appendix 1**.
- 2.3 Bidders are reminded of the Government's policy on competitive bidding. The Fee Proposal submitted should be the bidder's best price determined without reference to any other shortlisted consultants. Failure to observe this condition may cause the Fee

Proposal to be disqualified.

- 2.4 In the Fee Proposal, the bidders should specify the fee breakdown for the provision of consultancy services as specified in the Assignment Brief and the Scope of Services for the instructed project, including lump sum and notional sum for any related additional services as may be instructed by the Director's Representative (DR).
- 2.5 The lump sum shall cover the provision of services in relation to tasks instructed at the time of appointment and any optional tasks that may be instructed at a subsequent stage. Optional tasks may include evaluation and testing of further development schemes. (Optional Task that may be instructed by the DR after expiry of the 18-month post-project period¹ shall be taken as additional services, subject to rate adjustment and fee cap set by the DR in accordance with the Fee Proposal.) The notional sum for related additional services shall cover attendance of extra formal meetings that exceeds the requirement as specified in the Scope of Service and execution of other related ad hoc additional services that cannot be determined at the time of appointment subject to a cap as specified in **Part A of Appendix 2**. Nevertheless, the Government has no obligation whatsoever to order any optional tasks or additional services. Fee quotation for each of these tasks should be individually specified. The sum of all these breakdown fees shall amount to the Total Fee, based on which the bidders' Fee Proposals will be compared for selection.
- 2.6 The Fee Proposal should also specify the Average All-inclusive Time Charge Rate for remunerated additional services. The Average All-inclusive Time Charge Rate refers to the average of all-inclusive hourly rates of all the professional [and technical*] staff (* for Categories B Term Consultancies and if any for Category A Term Consultancy), including partners/directors, chief professional, senior professional, professional, assistant professional and technical staff and other categories of staff that may be involved.
- 2.7 All charges should be denominated in Hong Kong Dollars. Such charges should be inclusive of all expenses and disbursements incidental to the due and proper performance of the Agreement. Time spent by the Consultant in association with the additional services such as preparation of illustrative and presentation materials shall be deemed to be included in the Average All-inclusive Time Charge Rate.
- 2.8 For additional services to be instructed by the DR after the expiry of the 18-month post-project period, the Average All-Inclusive Time Charge Rate shall be adjusted based on the percentage difference between the monthly Consumer Price Index (C) (CPI(C)) at the date of the quotation closing date of the instructed project and the latest CPI(C) when the additional services is requested. "Consumer Price Index (C)" in this assignment brief shall mean the Consumer Price Index (C) (October 2022 - September 2023 = 100)² compiled by the Census and Statistic Department, and published monthly in the Hong Kong Monthly Digest of Statistics. The acceptance of the adjusted rate for the concerned additional services shall be agreed in writing by the DR. There shall be no further rate adjustment until completion of the additional services. An example showing the

¹ "18-month post-project period" means the 18-month period after the acceptance of all Deliverables required under the Scope of Services specified for each instructed project and such date shall be confirmed in writing to the Consultant by the DR.

² The Consultant should adopt the latest index series released by the Census and Statistic Department for calculating the price adjustment at the time when the additional services is requested.

calculation of rate adjustment of an instructed project after the 18-month post-project period is at **Appendix 3**.

- 2.9 Except as otherwise provided in Clause 2.8 above, there shall be no adjustment to the fees quoted for each task and the rates for the related additional services during the term of service.
- 2.10 Declaration of no conflict of interest and confirmation on no change of key personnel from the Technical Proposal submitted in the shortlisting stage by the Consultants are also required in the submission of the Fee Proposal. If there is a change of the key personnel, the Consultants should seek approval for the change; and a proposal for the substitute with curriculum vitae must be delivered to the Director of Planning (Attn: Chief Town Planner/Urban Design & Landscape), Room 1301-04, 13/F, AXA Tower Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong on or before _____(date)_____ (fill in as appropriate). The proposed change will be assessed to see if the shortlist status of the Consultants will be adversely affected. Failure to seek approval of the proposed change in time will result in the Consultant being disqualified to bid or be awarded for the instructed project being invited. The Consultant shall be informed of the Planning Department’s decision on the proposed change on or before __ (date)____ (fill in as appropriate).
- 2.11 Each Fee Proposal should be submitted in 2 copies in a sealed envelope clearly labeled with the appropriate Quotation Reference No. and Quotation Closing Date (but not bearing any indication which may relate the proposal to the consultant) and addressed to the Planning Department Quotation Box at Room 1424, 14/F North Point Government Offices, 333 Java Road, North Point, Hong Kong. Consultants may make use of the ‘Return Label for Invitation to Quotation’ for submitting their Fee Proposals.
- 2.12 The remuneration of the Consultant for the performance of the services under the Agreement shall be based on the fees quoted for each completed task instructed by the DR and the adjustment due to any optional tasks and/or additional services completed as set out in Clause 7 of the Assignment Brief. The schedule of payment for the instructed project is set out in the Scope of Services (to be included upon instruction of project).
- 2.13 Payment for the additional services as instructed by the DR shall be payable upon completion of the consultancy services to DR’s satisfaction and submission of time sheets by the Consultant to validate the man-hour inputs.
- 2.14 It should be noted that the Government will not be responsible for the reimbursement of any cost incurred by the bidder for the preparation of the Fee Proposal.

Enquiries

- 2.15 Any enquiries from the Consultant concerning the Scope of Services for the instructed project shall be in writing and made to (DPO/Section in charge) of the Planning Department on or before _____ (date)_____ by fax at _____, by email to _____ or by post to:

Planning Department,
_____,
_____,
_____,
Hong Kong (*fill in as appropriate*).

- 2.16 Any enquiries from the Consultant concerning the invitation procedures shall be in writing and made to (Assistant Supplies Officer / Supplies Officer) of the Planning Department on or before _____ (date) _____ by fax at 3793 4003, by email to _____ or by post to:

Supplies Officer,
Planning Department,
14/F North Point Government Offices,
333 Java Road,
North Point,
Hong Kong (*fill in and amend as appropriate*).

- 2.17 After lodging a Quotation with the Government, Bidders shall not attempt to initiate any further contact, whether direct or indirect, with the Government on its Quotation or this Invitation to Quotation. The Government shall have the sole right to initiate any such further contact and all such contacts and any replies of Bidders thereto shall be in writing or formally documented in writing.
- 2.18 Depending on the enquiries, a pre-submission briefing may be held to clarify queries on the Scope of Services.

3. Government Communication

- 3.1 Only those communications which are in writing from the Government may be considered as duly authorized expressions on behalf of the Government. The e-mail account of the Government is _____ (*fill in as appropriate*) for communication on the Assignment. The Consultants are advised to provide e-mail accounts so that soft copy of the correspondences can be sent by the Government. Reply to one Consultant will be copied to other invited Consultants for information.

4. Language and Official Time

- 4.1 The language used for correspondences and submissions by the Director and the Consultants in connection with this service will be English.
- 4.2 Time mentioned in the Assignment Brief and Scope of Services or any other messages in communication shall mean Hong Kong time.

5. Consultants' Commitment

- 5.1 The Government has the discretion to incorporate all or any decisions reached in response to any enquiries on the Scope of Services into and make them a part of the Contract. The Consultants shall not directly or indirectly attempt to preclude or limit the effect of this provision.

6. Amendments

- 6.1 The Government reserves the right to amend or withdraw this invitation.

7. Consultancy Selection Criteria

- 7.1 The **Total Fee** for the instructed project will be used for comparison of the bidders' Fee Proposals. The Total Fee is the sum of the fees quoted for all the tasks, including the optional tasks and the related additional services, as specified in the bidder's quotation for the respective instructed project.
- 7.2 As all the shortlisted consultants are considered technically eligible to provide the consultancy services, the Consultant with the lowest Total Fee will be selected to undertake the services for the instructed project, subject to no conflict of interest and no change of key personnel from the Technical Proposal, unless with prior approval of Assistant Director of Planning/Special Duties (AD/SD).
- 7.3 In the event that there are more than one lowest bids, the instructed project will be assigned to the Consultant with the higher technical score accorded to the Technical Proposal submitted in the shortlisting stage.
- 7.4 The Government is not obliged to accept any Fee Proposal, without revealing reasons.

8. Variation to Contract

- 8.1 The Total Fee will constitute the original contract value for the purpose of variation to contract. Any variation to contract shall not result in an accumulated value exceeding 25% of the original contract value.

9. Submitted Documents

- 9.1 All submitted documents will not be returned and, except those which will form part of the future contract, may be destroyed 3 months after the completion of the consultants selection exercise.

QUOTATION REF.: PLNQ XX-XX/ AVA 2024

**TERM CONSULTANCIES FOR
AIR VENTILATION ASSESSMENT SERVICES
UNDER AGREEMENT NO. PLN AVA 2024**

Category A - Term Consultancy for Expert Evaluation and
Advisory Services on Air Ventilation Assessments

Category B - Term Consultancy for Air Ventilation Assessments
by Computational Fluid Dynamics

TERMS OF QUOTATION

1. Invitation to Quotation

Quotations are invited for the execution of the Services set out in the Assignment Brief and Scope of Services for the respective instructed projects subject to and in accordance with these Terms of Quotation and the Articles of Agreement and Conditions of Contract.

2. Quotation

- (a) The Quotation relates to the execution of the instructed projects during the Contract period as specified in the Assignment Brief and Scope of Services for the respective instructed projects.
- (b) Figures in the Quotation should not be altered or erased; any alteration should be effected by striking through the incorrect figures and inserting the correct figures in ink above the original figures. All such amendments should be initialled by the Bidder in ink.
- (c) Quotations may not be considered if incomplete or inaccurate information is given.

3. Quotations to Remain Open

(a) Quotations for consideration of offers to carry out instructed projects shall, unless otherwise indicated by the Bidder, remain open for not less than 60 days after the Quotation Closing Date. There shall be no adjustment to the fees quoted for each individual task and the rates for the related additional services during the whole term of service except as otherwise provided in Clause 4(c)(ii) below. If Bidders are unable to comply with this requirement, they must clearly state the period for which their Quotation is valid for acceptance in the Fee Proposal provided in the Invitation to Quotation. If before the expiry of the agreed validity period their offer is withdrawn, they are advised that due notice will be taken of their action and this may well prejudice their future standing as a term consultant.

(b) Quotation Closing Date and Time

All Quotations must be submitted before the Quotation Closing Date and Time (Hong Kong time). Mis-deposit or late Quotations will not be considered.

(c) In case Tropical Cyclone Warning Signal No. 8 or above is hoisted, or Black rainstorm warning Signal or “extreme conditions” announced by the government is/are in force in Hong Kong for any duration between 9:00 am and 12:00 noon on the Quotation Closing Date, the latest date and time before which Quotations are to be deposited in to the Quotation Box will be extended to 12:00 noon on the next working day.

4. Charges

(a) The charges to be quoted by Bidders are to be shown in Hong Kong dollars. Such charges shall be net and where applicable, they shall include all expenses and disbursements incidental to the due and proper performance of the Contract by the Consultant. The Government is not responsible for reimbursement of any accommodation or travelling expenses incurred in discharge of the consultancy services under the Agreement. The charges to be quoted by the Bidder must only be shown on the Fee Proposal provided in the Invitation to Quotation.

(b) If, at the request of the Consultant, assistance of any Government staff is provided after normal working hours (i.e. Mondays to Thursdays, inclusive, 09:00 hours to 17:45 hours; Fridays, 09:00 hours. to 18:00 hours.; Saturdays, Sundays and Public Holidays excluded) the Consultant will be responsible for the overtime remuneration, subsistence allowances and travelling expenses of such Government staff directly engaged in such assistance.

(c) Prices quoted

- (i) Unless Bidders clearly stipulate otherwise, their Fee Proposals submitted for the instructed projects, if accepted, will remain valid as the contract prices for the duration of the Contract and no request for price variation will be considered, except as otherwise provided in sub-clause (ii) below. If, however, a Bidder wishes to submit a conditional offer which contains a price variation clause, he may do so, with the clear understanding that such an offer may prejudice the award of the instructed projects. In any such case the basis of the price variation formula should be clearly stipulated and subject to the Government's approval in writing. The conditional offer to be quoted by the Bidder must only be shown on the Fee Proposal provided in the invitation to Quotation.
- (ii) For additional services that may be instructed by the DR after expiry of the 18-month post-project period³, the Average All-Inclusive Time Charge Rate shall be adjusted based on the percentage difference between the monthly CPI(C) at the date of the quotation closing date of the instructed project and the latest CPI(C) when the additional services is requested. "Consumer Price Index (C)" in this assignment brief shall mean the Consumer Price Index (C) (October 2022 - September 2023 = 100)⁴ compiled by the Census and Statistic Department, and published monthly in the Hong Kong Monthly Digest of Statistics. The acceptance of the adjusted rates for the concerned additional services shall be agreed in writing by the DR. There will be no further rate adjustment until completion of the additional services.
- (iii) Bidders should make sure that all the prices quoted are accurate before submitting their quotations. The Bidders shall be bound by the prices quoted in their quotations if the bid is accepted by the Government. Under no circumstances will the Government be obliged to accept any request for price adjustment on any ground (including any mistake made in prices quoted).

5. Warranty against Collusion

- (a) The Bidder must ensure that the Fee Proposal is prepared without any agreement, arrangement, communication, understanding, promise or undertaking with any

³ "18-month post-project period" means the 18-month period after the acceptance of all Deliverables required under the Scope of Services specified for each instructed project and such date shall be confirmed in writing to the Consultant by the DR.

⁴ The Consultant should adopt the latest index released by the Census and Statistic Department for calculating the price adjustment at the time when the additional services is required.

other person (except as provided in paragraph 3 of the Non-collusive Bidding Certificate referred to in paragraph (c) below), regarding, amongst other things, price, tender submission procedure or any terms of the quotation. Bid-rigging is inherently anti-competitive and is considered serious anti-competitive conduct under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong). Bidders who engage in bid-rigging conduct may be liable for the imposition of pecuniary penalties and other sanctions under the Competition Ordinance.

- (b) Sub-clause (a) of this Clause shall have no application to the bidder's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of quotation price and communications in strict confidence with his consultants / sub-contractors to solicit their assistance in preparation of quotation submission.
- (c) The Bidder shall complete and submit to the Government a Non-collusive Bidding Certificate at **Part G of Appendix 2 to Attachment D** as part of its Fee Proposal.
- (d) In the event that a Bidder is in breach of any of the representations, warranties and/or undertakings in sub-clause (a) above or in the Non-collusive Bidding Certificate submitted by it under sub-clause (c) above, the Government shall be entitled to, without compensation to any person or liability on the part of the Government:
 - (i) reject the Bidder's Fee Proposal;
 - (ii) if the Government has accepted the Fee Proposal, withdraw its acceptance of the Bidder's quotation; and
 - (iii) if the Government has entered into the Contract with the Bidder, terminate the Contract under Clause 25.1 of the Articles of Agreement and Conditions of Contract.
- (e) By submitting a Fee Proposal, a Bidder is regarded to have undertaken to indemnify and keep indemnified the Government against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations, warranties and/or undertakings in paragraph 5(a) above or in the Non-collusive Bidding Certificate submitted by it under paragraph 5(c) above.
- (f) A breach by a Bidder of any of the representations, warranties and/or undertakings in paragraph 5(a) above or in the Non-collusive Bidding Certificate submitted by it under paragraph 5(c) above may prejudice its future standing as a Government contractor or service provider.

- (g) The rights of the Government under paragraphs 5(d) to 5(f) above are in addition to and without prejudice to any other rights or remedies available to it against the Bidder.

6. Acceptance

The successful Bidder for an instructed project will receive a letter of acceptance. This letter of acceptance together with the Scope of Services for the concerned instructed project, the Articles of Agreement & Conditions of Contract, the Assignment Brief, the Fee Proposal and these Terms of Quotation, the Technical Proposal submitted in the shortlisting stage and the notes on Reporting and Management of Consultants shall constitute a binding contract (“this Agreement”). Bidders who do not receive any notification within the validity period of their offer shall assume that their Quotations have not been accepted.

7. Negotiation

The Government reserves the right to negotiate with any Bidder about the terms of the offer.

8. Saving

The Government is not bound to accept any Quotation and reserves the right to accept all or any part of any Quotation at any time within the period mentioned in Clause 3 hereof.

9. New Information Relevant to Qualified Status

Bidders should inform the Government in writing immediately of any factor, including any conflict of interest or change in key personnel of the Consultant, which might affect their qualified status as a Term Consultant with the Government. The Government reserves the right to review their qualified status in the light of any new information relevant to their qualification.

10. Illegal Workers

- (a) The Consultant undertakes not to employ illegal workers in the execution of any Government contracts. Should the Consultant be found to have employed illegal workers in breach of this undertaking, the Government may, by notice in writing, terminate the Agreement and the Consultant is not entitled to claim any compensation.

- (b) The Consultant shall be liable for all expenses necessarily incurred by the Government as a result of the termination of the Agreement.

11. Personal Data Provided

- (a) Bidder's personal data provided in the Quotation will be used for the purposes of the Invitation to Quotation and all other purposes arising from or incidental to it (including for the purposes of quotation evaluation, the award of the Contract and resolution of any dispute arising from the Invitation to Quotation). If insufficient and inaccurate information is provided, the Quotation may not be considered.
- (b) Bidder's personal data provided in the Quotation may be disclosed to the parties responsible for Quotation evaluation in other government departments.
- (c) Bidders have the right of access and correction with respect to personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Chapter 486 of the Law of Hong Kong). The right of access includes the right to obtain a copy of the Bidder's personal data provided in the Quotation.
- (d) Enquiries concerning the personal data collected by means of the Quotation, including the making of access and corrections, should be addressed to the Personal Data Privacy Officer of the Planning Department.

12. Consent to Disclosure

The Government shall have the right to disclose whenever it considers appropriate or upon request by any third party (written or otherwise) information on the awarded instructed project(s), without any further reference to the successful Bidder, the name and address of the successful Bidder, description of services and the fee quotation for the instructed project(s). In submitting a bid, each bidder irrevocably and unconditionally authorize the Government to make any of the disclosure aforesaid.

13. Consultants' Performance Monitoring

- (a) Bidders are advised that should they be awarded the instructed project(s), their subsequent performance will be monitored and may be taken into account when their future bids for later instructed projects or other tender / quotation exercises are invited and evaluated. Please refer to the notes on Selection and Management of Term Consultants for Air Ventilation Assessment Services attached as Annex C to the Articles of Agreement and Conditions of Contract. Your attention is drawn to

paragraphs 15 and 22 of Annex I of Development Bureau Technical Circular (Works) No. 3/2016 or its latest revision or replacement.

- (b) The following aspects shall also be taken into account in the assessment of the Bidder's Fee Proposal:
- (i) A Bidder who is under suspension from bidding by the Planning Department for quotations or by the Engineering and Associated Consultants Selection Board (EACSB) in respect of relevant category(ies) shall not be invited for submission of Fee Proposal(s) until the suspension is lifted. Fee Proposal already submitted by the Bidder in response to invitation before the suspension from bidding, which is imposed after submission of Fee Proposal(s), should continue to be assessed subject to further consideration as given in item (ii) below. Fee Proposal(s) submitted by the Bidder who is under suspension from bidding, which is imposed before submission of Fee Proposal(s), shall not be considered further.
 - (ii) For (1) a Bidder who is suspended from bidding by the Planning Department for quotations or by EACSB in respect of relevant category(ies) after it has submitted Fee Proposal or (2) a bidder, although not suspended from bidding but serious default or non-performance of it (such as those mentioned in paragraph 22 of Annex I of Development Bureau Technical Circular (Works) No. 3/2016), which may or may not be specifically related to any consultancy agreement, has been made known to the DR, the DR shall carefully consider whether the Fee Proposal(s) of such Bidder should be further processed. If the DR decides not to further process the Fee Proposal(s) of such bidder, the DR should seek endorsement from the relevant approval authority on such decision before continuing with this quotation exercise.

14. Cancellation of Quotation

Without prejudice to the Government's right to cancel the Quotation, where there are changes of requirement after Quotation Closing Date for operational or whatever reasons, the Government is not bound to accept any conforming Quotation and reserves the right to cancel the Quotation.

QUOTATION REF.: PLNQ XX-XX/AVA 2024

**TERM CONSULTANCIES FOR
AIR VENTILATION ASSESSMENT SERVICES
UNDER AGREEMENT NO. PLN AVA 2024**

FEE PROPOSAL

Category ___ - _____ (Name of the Instructed Project)

To: Director of Planning

**Part A
Fee Breakdown**

- (1) The Total Fee for the services, expenses and submissions covered in this Agreement for the instructed project as generally described in the Assignment Brief and specified in the Scope of Services shall be HK\$ _____ (see Note (i) below).
- (2) The Total Fee is equal to the lump sum quoted for all tasks instructed for the project at the time of appointment including the fee for any optional tasks plus the notional sum for additional services (see Note (i) below). The fee breakdown is:

Tasks*	Fee (HK\$) (See note (iii) below)
(a) Site Wind Availability Study Report*	
(b) Evaluation/Testing* of First Development Scheme (D1) ^{(See Note (iv) below)}	
(c) Evaluation/Testing* of Further Development Scheme(s) <i>(If the number of development schemes cannot be determined at the time of appointment, the undetermined development schemes can be treated as optional tasks and so specified in the fee proposal.)</i> ^{(See Note (viii) below)}	<i>(payment breakdown to be provided for each D2, D3...Dn</i> ^{(See Note (v) below)} <i>depending on number of development schemes)</i>
Lump Sum = (a)+(b)+(c) =	

Related Additional Services	Fee (HK\$) (See note (iii) below)
(d) Attendance of a maximum of ____# extra formal meetings in addition to that specified in Clause ____# of the Scope of Services at a rate of \$2,400 per a half-day meeting (less than 4 hours) and \$4,800 per a whole day meeting (more than 4 hours) (See Notes (vi) and (viii) below)	
(e) Execution of other ad hoc related additional services subject to a cap of ____# notional man-hours for such services at the Average All-Inclusive Time Charge Rate as specified in Part B of this Fee Proposal (See Note (vii) and (viii) below)	
Notional Sum for Related Additional Services = (d)+(e) =	
Total Fee = (a)+(b)+(c)+(d)+(e) = (See note (viii) below)	

Payments for an instructed project shall be made in accordance with the fees quoted for all the tasks instructed and satisfactorily completed. The schedule of payment for the instructed project is set out in Clause ____# of the Scope of Services.

Notes:

- (i) *If discrepancy is found between the total charge quoted at (1) and the sum of breakdown fees quoted at (2), the Planning Department will re-calculate the total charge based on (2) for quotation evaluation.*
- (ii) **DR to delete/amend as appropriate; # DR to fill in as appropriate.*
- (iii) *All fees should be denominated in Hong Kong Dollars. Such fees should be inclusive of all expenses and disbursements incidental to the due and proper performance of the Agreement.*
- (iv) *D is development scheme*
- (v) *n is the total number of development schemes to be evaluated/tested to suit individual instructed project*
- (vi) *Payments are subject to the actual number of meetings attended.*
- (vii) *Payments are subject to the actual number of man-hours of additional services provided.*
- (viii) *DR is not bound to proceed with the optional tasks and additional services and actual payment should be adjusted accordingly. If DR decides to proceed with the optional tasks and additional services, the bidder shall be bound by the prices quoted. Rate adjustment to the Average All-Inclusive Time Charge Rate for additional services is however allowed after the 18-month*

post-project period. Details are set out in Part C of this fee quotation. Optional task instructed by the DR after expiry of the 18-month post-project period shall be taken as additional services, subject to the fee cap set out in 2(e) above and the rate adjustment set out in Part C of this quotation.

Part B

Average All-Inclusive Time Charge Rate

For any related additional services that may be instructed by the DR, except for any extra formal meetings in 2(d) where fixed rates have been specified, the payment shall be remunerated based on the total man-hours input times the Average All-inclusive Time Charge Rate at HK\$_____** per man-hour subject to a cap of _____# notional man-hours as specified in 2(e) of Part A of this Fee Proposal.

** Please enter the rate, which refers to the average of all-inclusive hourly rates of all the professional and technical staff involved in this instructed project including partners/directors, chief professional, senior professional, professional, assistant professional, technical staff and other categories of staff as appropriate.

Part C

Rate Adjustment

For any related additional service that may be instructed by the DR after expiry of the 18-month post-project period^{##}, the Average All-Inclusive Time Charge Rate shall be adjusted based on the percentage difference between the monthly CPI(C) at the date of the Quotation Closing Date of the instructed project and the latest CPI(C) when the additional services is requested. “Consumer Price Index (C)” in this assignment brief shall mean the Consumer Price Index (C) (October 2022 - September 2023 = 100) ^{###}compiled by the Census and Statistic Department, and published monthly in the Hong Kong Monthly Digest of Statistics. The acceptance of the adjusted rates for the concerned additional services shall be agreed in writing by the DR. Except as otherwise provided above, there shall be no adjustment to the fees quoted for each task and the rates for the related additional services during the term of service.

^{##} The 18-month post-project period means the 18-month period after the acceptance of all Deliverables required under the Scope of Services specified for each instructed project and such date shall be confirmed in writing to the Consultant by the DR.

^{###} The Consultant should adopt the latest index series released by the Census and Statistic Department for calculating the price adjustment at the time when the additional services is required.

Part D
Offer to be Bound

1. Having read the terms and conditions, including Notice, Articles of Agreement and Conditions of Contract in Attachment A, Assignment Brief in Attachment B, Guidelines on Preparation of Technical Proposal in Attachment C, Guidelines on Preparation of Fee Proposal, including Terms of Quotation in Attachment D, Consent to Disclosure in Attachment E, Notes on Reporting and Management of Consultants for AVA Services in Attachment F under agreement no. PLN AVA 2024 and Assignment Brief and Guidelines on Preparation of Fee Proposal for individual instructed project (the AVA Documents), I/we, the Bidder mentioned below, agree to be bound by all of the terms and conditions as stipulated therein.
2. I/We, the Bidder mentioned below, do hereby agree to carry out any or all of the services, as may be ordered by the Director's Representative, at the prices quoted by me/us in this Fee Proposal, free of all other charges, subject to and in accordance with the terms and conditions under the AVA Documents.

Part E
Declaration of No Conflict of Interest

We hereby declare that we have no conflict of interest for undertaking the consultancy services for the instructed project according to Clause 32 of the Articles of Agreement and Conditions of Contract.

Part F
Confirmation of No Change in Key Personnel

We hereby confirm that there is no / we have obtained approval / we are seeking approval for change in key personnel (*delete as appropriate*) from our Technical Proposal submitted in the shortlisting stage. The change(s) was approved by the Director via the letter(s) dated _____ (*insert all dates if changes were approved more than once*) Ref: _____ (*fill in or delete as appropriate*).

Authorized Signature: _____

Name and Post of Person(s) authorized to sign: _____

Name of the Company/Organization: _____

Date: _____

Part G
Non-collusive Bidding Certificate

To: the Government

Dear Sir/ Madam,

1. I/We, (name of the Bidder) _____ of
(address(es) of the Bidder) _____

_____ refer to the Government's invitation to quotation ("Invitation") and my/our quotation in response to the Invitation.

Non-collusion

2. I/We represent and warrant that in relation to the Invitation:
- (a) My/Our quotation was prepared genuinely, independently and made with the intention to accept the terms and conditions of this Agreement;
 - (b) My/Our quotation was not prepared with any agreement, arrangement, communication, understanding, promise or undertaking with any person (including any other Bidder or competitor) regarding:
 - i) prices;
 - ii) methods, factors or formulas used to calculate prices;
 - iii) an intention or decision to submit, or not submit, any quotation;
 - iv) an intention or decision to withdraw any quotation;
 - v) the submission of any quotation that does not conform with the requirements of the Invitation;
 - vi) the quality, quantity, specifications or delivery particulars of the products or services to which the Invitation relates; and
 - vii) the terms of my/our quotation,

and I/we undertake that I/we will not, whether before or after the award of the Agreement, enter into or engage in any of the foregoing.

3. Paragraph 2(b) of this certificate shall not apply to agreements, arrangements, communications, understandings, promises or undertakings with:
- (a) the Government;

- (b) a joint venture partner with which I/we have submitted my/our quotation, and such joint venture arrangement has already been notified to the Government in my/our quotation;
- (c) my/our consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- (d) my/our professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to my/our quotation;
- (e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement;
- (f) banks for the purpose of obtaining financing for the Agreement, provided that the communications are held in strict confidence and limited to the information required to facilitate that financing; and
- (g) any person other than the Government, provided that the Government has given prior written consent.

Disclosure of subcontracting

4. Without prejudice to other requirements set out in the Invitation Documents concerning sub-contracting arrangement, in particular, the requirement to seek the Government's prior written approval before sub-contracting, I/We understand that I/we are required to disclose all proposed sub-contracting arrangements for this Agreement to the Government in my/our quotation, including those which will be entered into after the Agreement is awarded. I/We warrant that I/we have duly disclosed and will continue to disclose such arrangements to the Government.

Consequences of breach or non-compliance

5. I/We understand that in the event of any breach or non-compliance with any representations, warranties and/or undertakings in this certificate or in paragraph 5(a) of the Terms of Quotation, the Government may exercise any of the rights under Paragraphs 5(d) to 5(f) of the Terms of Quotation in addition to and without prejudice to any other rights or remedies available to it against me/us.

6. Under the Competition Ordinance (Chapter 619 of the Laws of Hong Kong), bid-rigging is serious anti-competitive conduct. I/We understand that the Government may, at its discretion, report all suspected instances of bid-rigging to the Competition Commission (the “Commission”) and provide the Commission with any relevant information, including but not limited to information on my/our proposal and my/our personal information.

Authorized Signature: _____

Name and Post of Person(s) authorized to sign: _____

Date: _____

**Example of Calculating Rate Adjustment of an Instructed Project
after the 18-month Post-Project Period**

For additional service for an instructed project that may be required by the DR after expiry of the 18-month post-project period, the Average All-Inclusive Time Charge Rate (TCR) as specified in the Fee Proposal shall be adjusted based on the percentage difference between the monthly CPI(C) at the quotation closing date of the instructed project and the latest monthly CPI(C) when the additional services is requested. The following is an example of calculating rate adjustment of an instructed project if additional services are required after the 18-month post-project period based on the percentage difference of CPI(C).

For example, an instructed project was commissioned in July 2016 (with the quotation closing date in June 2016) and completed in October 2016. Hence, the expiry of the 18-month post-project period ended in April 2018. If an additional task for the instructed project was required by the DR in July 2018, the rate adjustment of the TCR at \$1000 would be calculated as follows:

Adjusted TCR

$$\begin{aligned}
 &= \text{TCR quoted in the proposal} \times \left(1 + \left[\frac{(A) - (B)}{(B)}\right] \times 100\%\right) \\
 &= \$1,000 \times \left(1 + \left[\frac{(106.2) - (102.1)}{(102.1)}\right] \times 100\%\right) \\
 &= \$1,000 \times (1 + 4.02\%^1) \\
 &= \$1,040^2
 \end{aligned}$$

(A) Being the latest CPI(C) available when conducting the rate adjustment (i.e. 106.2 being CPI(C) as at June 2018).

(B) Being CPI(C) at the quotation closing date of this instructed project (i.e. 102.1 being CPI(C) as at June 2016)

¹ The percentage is up to 2 decimal places.

² The adjusted TCR should be rounded to nearest dollar.