

Invitation of Fee Proposal

By Fax & By Post (Fax _____)

[Name and Address of Project Consultant]

[Date]

Our ref.:

Dear Sir/Madam,

Re : Invitation for Fee Proposal for Repair and Renovation Works at

_____ **[Name and Address of Building/Estate]**

We write on behalf of _____ **[Name of the Owners' Corporation]** (hereafter referred to as the Employer) to invite you to submit a fee proposal in relation to the maintenance and improvement works at the subject premises.

1. Description of Repair and Renovation Works Required

[Include a general description of the repair and renovation works required and any orders / advisory letters issued by the government.]

2. Scope of Services

The scope of services covered by the fee proposal shall include the following :

Stage I: Preliminary Proposal and Cost Estimate

- 1.1 Assist the Employer to develop the design brief.
- 1.2# Conduct building condition survey and identification of defects.
- 1.3 Submit preliminary renovation and repair proposal with sketches and program.
- 1.4 Conduct evening meetings with owners on the preliminary design proposal.
- 1.5 Submit a scheme design and a preliminary cost estimate for the Employer's consideration.
- 1.6 Provide recommendations and guidance for the Employer to select repair options, use of materials, equipment/installation options, etc.
- 1.7# Study all relevant orders/advisory letters issued by the government and incorporate their required works and cost into the design proposal and cost estimate.
- 1.8# To liaise with government authorities in connection with the maintenance and improvement works as necessary.

(# delete if inapplicable)

Stage II: Preparation of Detailed Design, Cost Estimate and Tendering Arrangement

- 2.1. Review and study relevant drawings and regulations.
- 2.2. Prepare a detailed design (repair details, layout plans, colour schemes, elevations, material samples) for the Employer's consideration.
- 2.3. Prepare a master programme for Employer's consideration.
- 2.4. Prepare a budget estimate for the Employer's consideration.
- 2.5. Prepare tender documents including the schedule of works, form of tender, tender drawings, specifications and particulars for tender for the Employer's consideration.
- 2.6. Conduct pre-qualification of contractors, invite tenders & conduct tender analysis, and make a recommendation for the Employer's consideration.
- 2.7. Inform the successful tenderer on behalf of the Employer.

Stage III: Contract Administration, Site Supervision and Construction Management

- 3.1 Prepare contract documents.
- 3.2 Conduct site inspections to monitor the progress and quality of works.
- 3.3 Liaison with the Management Office for arrangement of site works.
- 3.4 Provide advice to the Employer on variation works.
- 3.5 Provide advice on payments to contractor(s).
- 3.6 Control the project cost.
- 3.7 Issue Certificate of Practical Completion of the work.
- 3.8 Monitor the contractor(s) on defects rectification.
- 3.9 Conduct final inspection upon expiry of Defects Liability Period and prepare Final Accounts.
- 3.10 Handle contractual disputes.

**(Where there is a condition survey report, add this statement:)*

Enclosed herewith a copy of condition survey report prepared by _____
[Name of Consultant] for your reference.

3. Professional Fee

Separate fee should be quoted for each stage of works as follows:

Stage I : Preliminary Design

Stage II : Detailed Design & Tendering

Stage III : Contract Administration & Construction Management

You may propose the terms of payment in each stage of works.

4. Right of the Employer

The Employer has the liberty to engage partial services for any one of the above stages.

5. Validity of the Proposal

The proposal shall be valid for at least 6 months from the date of the fee proposal.

6. Termination of Services

The professional service may be terminated by either party upon a 14-day prior written notice to the last known address of the other party. The consultant shall be remunerated based upon the services rendered up to the date of termination of the appointment.

7. Probity and Anti-Collusion Clauses

Offering Gratuities

- (A) The tenderer shall not, and shall procure that his employees and agents shall not, offer, solicit or accept an advantage as defined in the Prevention of Bribery Ordinance (Cap 201) in connection with the tendering and execution of this consultancy agreement.
- (B) Failure to so procure or any act of offering, soliciting or accepting advantage referred to in (A) above committed by the tenderer or by an employee, agent or sub-consultant of the tenderer shall, without affecting the tenderer's liability for such failure and act, result in his tender being invalidated.

Anti-collusion

- (C) The tenderer shall not communicate to any person other than the Employer 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 tender or otherwise collude with any other person in any manner whatsoever in the tendering process until the tenderer is notified by the Employer 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.
- (D) Sub-clause (C) of this Clause shall have no application to the tenderer's communications in strict confidence with his own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with his sub-consultants to solicit their assistance in preparation of tender submission.
- (E) The tenderer shall submit to the Employer a duly signed letter in the form set out in Appendix [see — Appendix]. The letter shall be signed by a person authorised to sign the agreement on the tenderer's behalf.

8. Insurance

The consultant shall, on written request by the Employer, produce evidence by way of certificate of insurance, receipt of premium or otherwise as appropriate that the professional indemnity and public liability insurance have been effected and remain in effect.

9. Delivery

Please submit your fee proposal together with your job reference in a sealed envelope marked conspicuously "Confidential – Tender Document for Fee Proposal for Repair and Renovation Work at _____[Name of Building/Estate]" and send to the tender box at _____[Address for Return of Tender] on or before _____[Time and Date for Return of Tender]. LATE SUBMISSION WILL NOT BE CONSIDERED.

*Please return the Condition Survey Report as mentioned above with your fee proposal submission.

(* delete as appropriate)

Should you require a site visit, please contact _____[Name] at _____[Telephone Number]. For any queries, please contact _____[Name] at _____[Telephone Number].

Yours faithfully,
For and on behalf of _____[Name of the Owners' Corporation]

Appendix — Confirmation Letter to be Submitted by Tenderers together with the Fee Proposal

To: [Owners' Corporation]

Dear Sir/Madam,

Confirmation Letter for Fee Proposal for Repair and Renovation Works at [Name and Address of Building / Estate]

[I/We]₁, [(Name of the tenderer) of (Address of the tenderer)]₂ refer to [my/our]₁ fee proposal for the above works.

[I/We]₁ confirm that as at the time of submission of this letter and other than the Excepted Communications referred to in the last paragraph of this letter [I/we]₁ had not communicated to any person other than the Employer the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not [I/We]₁ or that other person should tender or otherwise colluded with any other person in any manner whatsoever and undertake that at any time thereafter in the tendering process for the above Agreement until the tenderer is notified by the Employer of the outcome of the tender exercise and other than the Excepted Communications referred to in the last paragraph of this letter [I/we]₁ will not communicate to any person other than the Employer 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 [I/We]₁ or that other person should tender or otherwise collude with any other person in any manner whatsoever.

In this letter, the expression "Excepted Communications" means [my/our]₁ communications in strict confidence with [my/our]₁ own insurers or brokers to obtain an insurance quotation for computation of tender price and communications in strict confidence with [my/our]₁ sub-consultants to solicit their assistance in preparation of tender submission.

(Signed for and on behalf of the tenderer)₃

1.Delete as appropriate

2.Where the tenderer 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 tenderer 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 the contract on behalf of that person or as the case may be company.