

5. Please bring this memo to the attention of the project officers who are responsible for management of consultancy agreements.

6. If there are any enquiries, please feel free to contact Mr C Y Wong, AS(WP4)5 (tel. no. 3655 5282).

(Y K HO)
for Secretary for Development

Encl.

Distribution (w/encl.)

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Internal: PAS(W)5, CAS(W)5, CAS(W)7, AS(WP5)5, AS(WP4)5, AS(WP4)7

Template with sample Clauses for incorporating the requirements of
a Quality Site Supervision Plan (QSSP) into Assignment Brief

This Annex describes the requirements of QSSP promulgated originally in SETW's memo ref. ETWB(W)925/50/01 dated 29.1.2003. The relevant paragraphs are subsumed hereunder.

To address ICAC's concerns raised in the study of ICAC's Assignment No. 92/2001 – Site Supervision of Civil Engineering Contracts, representatives of works departments agreed, during the meeting held on 5.6.2002, to require ~~consultants~~ the Consultants to implement a QSSP for consultant-managed construction projects.

The following is a template including sample clauses to be incorporated into the Brief of a Design and Construction Assignment or a Construction Assignment requiring the ~~consultants~~ Consultants to prepare and implement a QSSP. As the template only spells out the outline requirements, project officers should develop their Brief based on the template but with the clauses modified as appropriate to suit the actual needs of their projects.

4. Description of the Assignment

4.1 The Review Stage is to:

....

4.2 The Design Stage is to:

....

(xx) identify ~~the~~ critical construction activities/stages of works, built components/modules, and structural elements and other items in the design that warrant the formulation of special site supervision requirements during construction ~~for such activities and structural elements;~~

(xy) formulate a Quality Site Supervision Plan which provides sufficient details of the site supervision arrangement.

....

5. Deliverables

5.1 The following is a list of more specific deliverables to be submitted by the Consultants and the timing of submissions. The Consultants should note that there are other more general reports or designs that need to be produced in order to fulfil their duties under this Assignment. The Consultants shall submit all deliverables to the Director's Representative (DR) and circulate to relevant parties in sufficient copies.

No.	Deliverable	Contents	No. of copies	Deadline for Submission
xx	Quality Site Supervision Plan (QSSP) (One for each works contract)	Refer to Clauses 6.1.x and 6.3.1(x)	n sets	p months from start of Design Stage <i>(departments may set separate deadlines for the Draft and the Final documents, e.g. the Draft QSSP to be submitted when design of the project or the relevant contract is being finalized and the Final QSSP to be submitted together with the finalised tender drawings/documents)</i>
xy.	Revised QSSP	Refer to Clause 6.5(xy)	q sets	Upon major modification of the QSSP during construction stage

Note: n, p and q to be specified by the project team

6. Services to be provided by the Consultants

6.1 General

....

6.1.x Upon completion of the detailed design, the Consultants are required to prepare a Quality Site Supervision Plan in accordance with clause 6.3.1(x) and their own quality management system. The Quality Site Supervision Plan and its execution shall be subject to Employer's technical audits. The ~~consultants~~ Consultants shall also review the Quality Site Supervision Plan with the site staff during the construction stage.

....

6.2 Review Stage

6.2.1 General

.....

(x) recommend a strategy for site supervision (*the ~~consultants~~ Consultants 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)*).

...

6.3 Design Stage

6.3.1 General

The Consultants shall provide the following services for the Design Stage:

....

- (x) Submit a Quality Site Supervision Plan in line with the strategy of site supervision recommended in the Review Stage, ~~and to which shall~~ include, but not limited to, the following details -
- i. A detailed site supervision arrangement covering supervision of construction works within and outside the normal working hours of the RSS, as well as in the site(s) and other working area(s) outside the Site, 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, stages of works, built components/modules, and structural elements, etc. that require special attention together with the associated supervision requirements for such items, where appropriate the level of supervision and the rank of staff who should perform the supervision of such items and/or sign the Request for Inspection Form (or a purposely made inspection form for a particular activity or test);
 - iii. If necessary, the ~~consultants~~ Consultants shall also specify for any critical construction activities, stages of works, built components/modules, structural elements and particular aspects or details that should be noted by the inspection officer on the Request for Inspection Form for future reference;
 - iv. A guideline on the details of inspection to be recorded for specialist works or critical elements;
 - v. Methods of site supervision including application of advanced technologies, contractors' self-certification mechanism, and/or other suitable means with a view to (i) achieving effectiveness and efficiency of site supervision and (ii) enhancing site safety. Where advanced technologies are suggested, details of proposed systems/devices, workflow/procedures, operational principles, application areas, procurement methods, etc. shall be provided. For contractors' self-certification mechanism, the proposal shall include application areas, workflow/procedures, certified personnel and documentation requirements, site audit/spot checks by RSS (if required), etc.
 - vi. Staff deployment strategy including evaluation of suitable RSS ranks to be deployed, efficiency of composition and post setting of site supervision team, applicability of shared use of RSS for multi-sites or multi-contracts cases, engagement of specialist sub-consultants for undertaking suitable site duties, and/or other suitable means with a view to attaining a reasonable size of site supervision team taking into account the current manpower situation in the market;
 - vii. In case it is envisaged that construction or fabrication works will be carried out outside Hong Kong, the ~~consultants~~ Consultants shall formulate

supervision requirements and inspection arrangement for such works. The ~~consultants~~ Consultants shall also prepared comprehensive guidelines to be followed by the RSS who need to conduct inspection outside Hong Kong. The guideline shall include the three minimum requirements as given below.

(a) In the event that production activities in a works contract are undertaken outside Hong Kong, the supervisory staff conducting inspections on the production sites outside Hong Kong shall, to the best of their knowledge, declare to the Engineer for the contract if the main contractor, the sub-contractor for the production activities, or any of their employees in his spouse, family member, or close relatives.

(b) Such inspection visits shall also be subject to the approval of the ~~consultants~~ Consultants. Where the contractor makes arrangement for transportation, accommodation –and entertainment including meals, such arrangement shall be agreed to by the Engineer for the contract beforehand. Other than the agreed arrangement, supervisory staff shall not be allowed to receive any form of hospitality or entertainment from the contractor during such inspection visits.

(c) Should the supervisory staff incur reimbursement –expenses in the course of inspection, all claims for reimbursement should all be made to the ~~consultants~~ Consultants in accordance with the prevailing rules and regulations for such. The Consultants will in turn seek reimbursement from the contractor -where applicable. Under no circumstances should all the staff seek reimbursement direct from the contractor.

....

6.4 Tender Stage (The Consultants shall not proceed with the Tender Stage unless and until they have received the written instruction of the Director’s Representative)

....

(xx) Where advanced technologies are adopted for site supervision and/or site safety management, the Consultants shall prepare the relevant contract provisions for incorporation in the tender documents to enable such applications to be implemented during the construction stage. The Consultants are reminded to include the relevant items in the pricing documents for payment of such applications separately.

(xy) Where contractors’ self-certification mechanism is applied to site supervision, the Consultants shall prepare the relevant contract provisions for incorporation in the tender documents, including certified personnel and documentation requirements.

6.5 Construction Stage (The Consultants shall not proceed with the Construction Stage unless and until they have received the written instruction of the Director’s Representative)

Upon receipt of instruction from the Director’s Representative to proceed with the Construction Stage work for the whole or part of the Assignment., the Consultants shall carry out the duties listed below :-

....

- (xx) provide training and refresher courses, including(*details shall be included by the project team to suit the project need*) to the site staff, the ~~consultants~~ Consultants shall also identify special training requirement regarding the supervision of critical construction activities and critical structural elements and provide the necessary training to the site staff;

- (xy) At the commencement of works, review the Quality Site Supervision Plan (QSSP) (against the activities described by the Contractor in his Quality Plan prior to the execution of works if the contractor is required to submit it under the contract), and conduct regular reviews of the QSSP with site staff subsequently, including the application of advanced technologies and contractors' self-certification mechanism, and as the need arises, and make necessary updating and modification in order to suit the actual circumstances (*this may be carried out in conjunction with the review of the resident site staff manual giving details on authorities, duties, responsibilities and contract management and works supervision procedures for the guidance of all grades of the site establishment, if there are such requirements./practice in the departments*), and the ~~consultants~~ Consultants shall report in the monthly progress report the status of implementing the QSSP and any major modifications to it as result of a review. The ~~consultants~~ Consultants shall submit a revised QSSP to the DR if there is a major revision and as requested by the DR.

....

4.8 Quality Site Supervision Plan (QSSP)

For the implementation of QSSP at Work stages 3, 4 and 5, the Consultant shall identify ~~the~~ critical construction activities/stages of works, built components/modules, and structural elements and other items –in the design that warrant the formulation of special site supervision requirements ~~for such activities and structural elements during construction.~~ The Consultant shall formulate a QSSP which provides sufficient details of the site supervision arrangement. All critical construction activities relating to architectural/building, building services, geotechnical, landscaping and structural works etc. shall be addressed in the QSSP. The Consultant shall also identify in the QSSP temporary works that are critical in terms of safety and require to provide independent checking of the temporary works in accordance with ArchSD OI No. 36/2009 TC.

4.9 Land (Miscellaneous Provisions) Ordinance [LMPO]

The Consultant shall carry out all the duties of the Employer necessary in processing the Excavation Permit (except signing the application form of Excavation Permit) and the associated monitoring action and supervision during the construction period in accordance with the requirements of the latest LMPO, conditions in the excavation permits, ASDOI No. 5/2004 of ArchSD and all relevant DEVB TC(W)s.

4.10 Describe details of the works for “Phases Subject to Incorporation” and the related Work Stages if the Assignment covers more than one phase of a project but the implementation of some of these phases has not been decided upon by the Director’s Representative at the time when submissions for the consultancy services are invited, and the clause for “Phases Subject to Incorporation” has been included in the Special Conditions of Employment.

(The following Sample Clause shall be included if sub-clause alternative (3) of the Special Condition of Employment for “Phases Subject to Incorporation” is used. Refer to Technical Reference No. 5 at Appendix 36 for background information.)

(Technical Circulars have been subsumed under the following Sample Clause which should only be updated by Works Branch of Development Bureau.)

Sample Clause

<i>Phase</i>	<i>Time for Ordering Phases Subject to Incorporation</i>	<i>Time for Completion of Phases Subject to Incorporation</i>
	<i>Column (i)</i>	<i>Column (ii)</i>
	<i>(Commencing from and including the date for commencement of the Consultancy Agreement)</i>	<i>(Calculated from and including the date of commencement in column (i))</i>
<i>Work stage 1</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 2</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 3</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 4</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 5</i>	<i>yy months</i>	<i>zz months</i>
<i>Work stage 6</i>	<i>yy months</i>	<i>zz months</i>

(The project team shall determine the actual phasing of the assignment to suit the project requirements. A standard letter of Instruction for Phases Subject to Incorporation is at Appendix 27 of the AACSB Handbook.)

4.11 The execution of the Assignment shall be in accordance with the adopted items in the Project Environmental Design Checklist. The Consultant shall give reasons in the Project Environmental Design Checklist against each of the items that he considers not applicable or cannot be adopted. The list of the adopted items shall be agreed by the Director’s representative.

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

(c) Work stage 3 - Detail Design

Describe all the activities and procedures the Consultant is required to carry out during this Work stage in producing the Deliverables described in Section 5. The following sample clauses provide an indication of the sort of activities and procedures that may be required. However, for each particular assignment the wording of the clauses shall be expanded and, where necessary, further clauses shall be added, to describe exactly and in as much detail as possible what is required.

- (i) Prepare detailed designs, specifications for works, drawings, dimensions, sections, plans with such design data, calculations and other Information as may be required for the purpose of or in connection with the Assignment.
- (ii) Prepare and submit services co-ordination design drawings which shall demonstrate that the designs of the services installations and the building structure are fully co-ordinated and integrated for obtaining the approval by the Director's Representative.
- (iii) Obtain information from suppliers, if any, and take all necessary steps to obtain from them all details necessary for the timely completion of the Assignment.
- (iv) Prepare and submit list of materials and equipment selected having less than 3 probable offers.
- (v) Liaise with relevant bodies and assist with negotiations for any reprovisioning works that may be required.
- (vi) Identify all facilities and installations affected by the Assignment.
- (vii) Determine the extent of further ground investigations and surveys and further studies required to carry out the detailed design of the Assignment.
- (viii) Prepare all necessary documentation and reports on ground investigation and survey data together with interpretation of results.
- (ix) Prepare detailed designs for environmental mitigation measures.
- (x) Prepare detailed proposals as required by the Heritage Impact Assessment (HIA)
- (xi) Prepare estimates of the cost of the Assignment (*Specify the level of detail wanted and the requirements for updating*).
- (xii) Prepare papers and briefing notes which will be required for consultation or communication with community groups e.g. District Council, Rural Committees and other public organisations.
- (xiii) Submit and present the Detail Design Report which shall incorporate PQDVC's comments and set out the standards governing the design of the works for obtaining the approval by the Employer.
- (xiv) Submit a Quality Site Supervision Plan, ~~and to which shall~~ 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~~ covering supervision of construction works within and outside the normal working hours of the RSS, as well as in the site(s) and other working area(s) outside the Site;

- ii. A list of critical construction activities, stages of works, built components/modules, and structural elements, etc. that require special attention together with the associated supervision requirements for such items, where appropriate the level of supervision and the rank of staff who should perform the supervision of such items and/or sign the Request for Inspection Form (or a purposely made inspection form for a particular activity or test);
- iii. If necessary, the Consultant shall also specify for any critical construction activities, stages of works, built components/modules, structural elements and particular aspects or details that should be noted by the inspection officer on the Request for Inspection Form for future reference;
- iv. A guideline on the details of inspection to be recorded for specialist works or critical elements;
- v. Methods of site supervision including application of advanced technologies, contractors' self-certification mechanism, and/or other suitable means with a view to (i) achieving effectiveness and efficiency of site supervision and (ii) enhancing site safety. Where advanced technologies are suggested, details of proposed systems/devices, workflow/procedures, operational principles, application areas, procurement methods, etc. shall be provided. For contractors' self-certification mechanism, the proposal shall include application areas, workflow/procedures, certified personnel and documentation requirements, site audit/spot checks by RSS (if required), etc.
- iv.vi. Staff deployment strategy including evaluation of suitable RSS ranks to be deployed, efficiency of composition and post setting of site supervision team, applicability of shared use of RSS for multi-sites or multi-contracts cases, engagement of specialist sub-consultants for undertaking suitable site duties, and/or other suitable means with a view to attaining a reasonable size of site supervision team taking into account the current manpower situation in the market;
- v.vii. A list of temporary works that the contractor shall be required to provide for independent checking of the temporary works in accordance with ArchSD OI No. 36/2009 TC.
- vi.viii. In case it is envisaged that construction or fabrication works will be carried out outside Hong Kong, the Consultant shall formulate supervision requirements and inspection arrangement for such works.

(Guidance Note: The cost of inspection visits conducted outside Hong Kong by RSS shall be included in the lump sum fee.)

- (xv) Provide input and support on project related tasks including:
 1. handling publicity & promotion events, public enquiries & complaints
 2. coordinating with future operators/users and neighbouring owners/representatives on project related matters
 3. assisting Employer and client bureaux/departments in finalising the Engineering Conditions (EC), Schedule of Accommodation (SoA), user layouts, Furniture & Equipment Items (F&E) and project scope
 4. complying with government's latest initiatives, standards and requirements and where required to make proposals such as innovative design for enhancing construction productivity, smart asset management/operation/maintenance, Design for Manufacture and Assembly (DfMA) / Modular Integrated Construction (MiC), etc.

Identify the documents the Consultant must take cognizance of during the Assignment.

Identify other studies or projects which the Consultant must take cognizance of during the Assignment.

If alternative tenders are to be called the Consultant's involvement in assessing the alternative tenders should be stated. It should be made clear that assessment includes the assessment of any non-conforming tenders necessary to arrive at a tender recommendation.

- (iii) Organise and undertake the debriefing exercise for unsuccessful tenderers of Works Contracts according to Technical Reference No. 15 at **Appendix 36**.
- (iv) Coordinate, prepare, and provide all necessary drawings and information to assist the Employer to process the Excavation Permit according to the requirements of the latest LMPO, conditions in the excavation permits, ASDOI No. 5/2004 of ArchSD and all relevant DEVB TC(W)s.
- (v) Coordinate, prepare, and provide all necessary drawings and information to assist the Employer to complete the tender invitation process including the issue of tender addendum and answering tender queries.

(vi) **Alternative Design(s)**

(1) If alternative design(s) is/are invited from the tenderers in accordance with the requirements stipulated in Development Bureau Technical Circular (Works) No. 3/2014 or its latest version or replacement, and alternative tender(s) incorporating the tenderer's/tenderers' alternative design(s) is/are received, the Director's Representative may issue instructions to the Consultants to examine and assess the alternative tender(s) and make recommendations to the Employer for consideration and the Consultants shall examine and assess the alternative tender(s) and make recommendations to the Employer for consideration as instructed by the Director's Representative.

(2) The examination and assessment of alternative tender(s) and the provision of recommendations by the Consultants as instructed by the Director's Representative in accordance with sub-clause (1) above shall be taken as additional Services in accordance with Clause 33 of the General Conditions of Employment.

(vii) Where advanced technologies are adopted for site supervision and/or site safety management, the Consultants shall prepare the relevant contract provisions for incorporation in the tender documents to enable such applications to be implemented during the construction stage. The Consultants are reminded to include the relevant items in the pricing documents for payment of such applications separately.

(viii) Where contractors' self-certification mechanism is applied to site supervision, the Consultants shall prepare the relevant contract provisions for incorporation in the tender documents, including certified personnel and documentation requirements.

(e) Work stage 5 - Construction Supervision

Describe all the activities and procedures the Consultant is required to carry out during this Work stage in producing the Deliverables described in Section 5. The following sample clauses provide an indication of the sort of activities and procedures that may be required. The clauses may be suitable as shown but should if necessary be expanded and other clauses added, to describe exactly and in as much detail as possible what is required for the particular assignment.

- (i) Prepare and provide contract documents for signature and record purposes.
- (ii) Carry out the duties of the Supervising Officer under the terms of the Works Contracts for the construction, completion, maintenance and supply of the Contract Works which shall be deemed to include the coordinating of works carried out by public utility companies and

other government departments, bodies or persons for or in connection with or necessitated by the Assignment.

- (iii) Conduct briefing sessions to the Contractor and sub-contractors at the commencement of the Works.
- (iv) The Consultant shall provide training and refresher courses, including (details shall be included by the project team to suit the project need) to the site staff, the Consultant shall also identify special training requirement regarding the supervision of critical construction activities and critical structural elements and provide the necessary training to the site staff;

At the commencement of works, review the Quality Site Supervision Plan (QSSP) (against the activities described by the Contractor in his Quality Plan prior to the execution of works if the contractor is required to submit it under the contract), and conduct regular reviews of the QSSP with site staff subsequently, including the application of advanced technologies and contractor's self-certification mechanism, and as the need arises, and make necessary updating and modification in order to suit the actual circumstances (*this may be carried out in conjunction with the review of the resident site staff manual giving details on authorities, duties, responsibilities and contract management and works supervision procedures for the guidance of all grades of the site establishment, if there are such requirements/practice in the departments*), and the Consultant shall report in the monthly progress report the status of implementing the QSSP and any major modifications to it as a result of a review. The Consultant shall submit a revised QSSP to the DR if there is a major revision and as requested by the DR.

(v) Excavation Permits

i.# The Consultant shall nominate a professional acceptable to the Employer to be named as the contact person of the Employer in applications for excavation permits and, where applicable, emergency excavation permits pursuant to the requirements of the Land (Miscellaneous Provisions) Ordinance, Cap 28.

ii.# (1) The Consultant shall carry out all duties imposed upon the Employer under the Land (Miscellaneous Provisions) Ordinance, Cap 28 or under the conditions of the excavation permits and, where applicable, emergency excavation permits in so far as such duties have not been imposed only on the Contractor under the Ordinance or under the Contract.

(2) Notwithstanding Sub-clause (1) above, the Consultant shall not be liable to the Employer in respect of obligations stipulated under the following conditions of the excavation permits and, where applicable, emergency excavation permits:

a. the condition stipulated in the excavation permits and, where applicable, the emergency excavation permits relating to the obligation and liability of the Permittee to indemnify the Government against all losses and claims for injury or damage to any person or property, nuisance, disruption or interference whatsoever which may arise out of or in consequence of the work of the Permittee, and against all claims, demands, proceedings, damages, costs, charges or expenses whatsoever in respect thereof or in relation thereto, and

b. the condition stipulated in the excavation permits and, where applicable, emergency excavation permits relating to the obligation and liability of the Permittee to make good or pay for any works as a result of or in consequence of the work of the Permittee.

(3) Sub-clause (2) above is without prejudice to Clause 22 of the General Conditions of Employment.

iii.# (1) The Consultant shall ensure that the Contractor complies with the permit conditions imposed by the Authority under the Land (Miscellaneous Provisions) Ordinance, Cap 28, including those conditions stipulated in the excavation permits and, where

(This may not be the latest version as in the CNPIS which is updated from time to time)

CONSULTANTS PERFORMANCE REPORT														
Part II - Detailed Assessment of Performance														
Item	Aspects of Performance	VG	G	S	P	VP	NA	Max. Score	Applicable Max. Score	Consultant's Score	Weighted Score			
A.	Stage Assessment													
1	Feasibility / Investigation Stage (EACSB) or Workstage 1/2 (AACSB)													
1.1	Recommendations													
(a)	<i>Quality of recommendation</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0				
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0				
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0				
1.2	Consultation and public engagement													
1.3	Cost estimates & quality of reports													
	Stage period :	<input type="text"/>	month(s)					40	0	0	0			
2	Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB)													
2.1	Design solutions													
(a)	<i>Quality of design</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0				
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs <u>other factors</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0				
2.2	Consultation and public engagement													
2.3	Cost estimates & quality of tender documents/drawings (Note 5)													
2.4	Tender assessment													
	Stage period :	<input type="text"/>	month(s)					40	0	0	0			
3	Construction Stage (EACSB) or Workstage 5/6 (AACSB)													
3.1	<i>Supervision of contractors</i>													
3.2	Administration of contracts													
3.3	Recruitment, supervision and administration of site staff													
3.4	Financial control of contracts													
3.5	Certification of interim payments/final accounts													
3.6	Handling of contractor's claims													
3.7	Provision of record drawings/manuals/other records													
3.8	Provision of design input													
	Stage period :	<input type="text"/>	month(s)					40	0	0	0			

2.7.1 Feasibility/Investigation Stage

(a) Recommendations

(i) Quality of recommendation (*)

Criteria	Description
Methodology, judgement & constructive thoughts	Adopt appropriate methodology in accordance with established standards for the task, put forward recommendations & deliverables and identify risk, constraints and development opportunities with proper judgement and constructive thoughts
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.
Statutory submission & compliance	Fulfil timely and effectively <u>and punctually</u> statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, consultancy brief, circulars, guidelines, parameters and criteria, etc.
Recommendations & deliverables	Comply with development parameters, functional, value for money, practical, sustainable, and well-balanced recommendations & deliverables which weight favourably among technical, costs, risks, environment, health and safety, saving in manpower, public aspirations and other relevant factors

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Research & analysis	Comprehensive research into relevant background and detailed analysis taking into account the information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Other considerations	Visual performance, flexibility for planning, fast-tracking of works programme, mechanisation, prefabrication and other productivity enhancement, circulation efficiency, spatial and historical context, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and life cycle costs

Criteria	Description
Sustainable development	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Recommendations & deliverables which are compatible with the surrounding environment
Enhancement	Recommendations & deliverables which enhance the affected environment and minimize health & safety hazards, <u>as well as apply the principle of “Design for Safety” effectively</u>
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient feature as appropriate (DEVB TCW No. 2/2015 refers)
Life cycle costs	Recommendations & deliverables with due regard to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes
Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including social, economical, environmental, health & safety, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the recommendations & deliverables to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

2.7.2 Design and Contract Stage

(a) Design solutions

(i) Quality of design (*)

Criteria	Description
Design	Functional, technically sound, practical, durable, value for money and compliant with design criteria
Statutory submission & compliance	Fulfil timely and effectively <u>and punctually</u> statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Buildability	Adoption of “3-S Principle”, namely “Standardisation”, “Simplification”, “Single Integrated Elements”, incorporation of project and asset life cycle management and coordination, ease of construction, etc.
Other design considerations	Fast-tracking of works programme, circulation efficiency, aesthetics, mechanisation, maintainability, prefabrication and other productivity enhancements, etc. while balancing against other constraints, e.g. political, environment, health and safety, etc.

In case the project office identifies any serious design problem, e.g. inadequacy of design submission, significant overdesign or excessive provision, etc., a “Poor” or “Very Poor” rating shall be given, depending on the degree and extent of the problem identified.

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and ~~life cycle costs~~ other factors

Criteria	Description
Sustainable construction	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Design solutions which are compatible with the surrounding environment
Enhancement	Design solutions which enhance the affected environment and minimize health and safety hazards, <u>as well as apply the principle of “Design for Safety” effectively</u>
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Materials	Avoid using materials harmful to the environment and people
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient features as appropriate (DEVB TCW No. 2/2015 refers)
Life cycle costs	Cost effective design solutions with due regards to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable
<u>Site supervision arrangement (where applicable)</u>	<u>Devise effective means to (i) achieve the effectiveness and efficiency of site supervision, (ii) enhance site safety and (iii) attain a reasonable size of site supervision team</u>

For the criterion on site supervision arrangement, a “Good” or “Very Good” rating may be considered if viable solutions with adequate details can be provided in the quality site supervision plan (e.g. adoption of advanced technologies, contractors’ self-certification mechanism, sensible staff deployment strategy, etc.)

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of	Explore comprehensively, creatively, and imaginatively

	contemporaneous and traceable records of request for inspection and/or survey check
Health & safety and environmental management	Ensure contractors' compliance with the approved health & safety and environmental management plans to minimize health and safety hazards and impacts to the environment
Mitigation measures and follow-up actions	Take all necessary mitigation measures and follow-up actions promptly to ensure the quality, health & safety and environmental friendliness of the works as well as the completeness of records of requests for inspection and/or survey check

(b) Administration of contracts

Criteria	Description
Statutory submission & compliance	Fulfil timely and effectively <u>and punctually</u> statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Impartiality & thoroughness	Administer the contracts impartially and thoroughly
Progress of works	Administer the contracts in a timely and professional manner including keeping the Director's Representative well informed of progress or works, productivity, milestone events and any latest development
Variation to contract works/change to works information	Handle variation orders, changes to works information, drawings, schedules, estimates and related matters necessary for completion of the works in a timely and effective manner
Handling of complaints & enquiries	Respond effectively and efficiently to complaints and enquiries by members of public, District Councils, etc.

The project office should review whether the variations or changes to works information are related to the quality of design or tender documents/drawings in the assessment of this item.

(c) Recruitment, supervision and administration of site staff

Criteria	Description
Establishment	Propose reasonable site staff establishment for different construction stages to ensure adequate supervision throughout the construction period

Recruitment	Recruit the suitable site staff with adequate qualification and experience at appropriate timing and in an open and fair manner
Management of site staff	Effective site staff management including administration and supervision of site staff according to Director's Representative approved quality site supervision plans <u>and deployment of effective plans/means to deal with fluctuating workload.</u>
<u>Supervision quality</u>	<u>Ensure resident site staff's performance in site supervision and contract administration; adopt smart site safety system, advanced technologies and contractors' self-certification mechanism as applicable.</u>

For the criterion on supervision quality, a "Good" or "Very Good" rating may be considered if benefits are seen through the adoption of smart site safety system, advanced technologies and/or contractors' self-certification mechanism in the contract.

(d) Financial control of contracts

Criteria	Description
Measurements and expenditure	Monitor closely the measurement and expenditure of the contracts
Valuation of variations, changes to works information, claims and compensation events	Update timely-punctually the financial position including prompt valuation of variations, changes to works information, claims and compensation events
Reporting	Forecast forthcoming expenditure and keep the Director's Representative abreast of the financial position of the works contracts including the likely costs of major variations, changes to works information, claims and compensation events
Timeliness	Alert timely Director's Representative the likelihood of the approved budgetary expenditure being exceeded due to e.g. variations, changes to works information, claims, compensation events and other commitments and provide the necessary information and support

(e) Certification of interim payments/final accounts

Criteria	Description
Interim payments	Accurate and expeditious certification of interim payments
Final accounts	Accurate and expeditious preparation, settlement and certification of final accounts

(f) Handling of contractor's claims

Criteria	Description
Thoroughness, fairness and timeliness	Handle contractor's claims/compensation events/early warnings thoroughly, fairly and promptly. Prompt and detailed assessment of contractor's claims/compensation events and timely determination of the claims/compensation events in accordance with the time frame under the contract with reasons for acceptance or rejections of claims/compensation events
Reporting	Keep the Director's Representative abreast of contractor's monetary and Extension of Time claims/compensation events/early warnings and the progress in the handling of the claims/compensation events/early warnings/risk register

The project office should review the consultants' justifications for any non-compliance with the time frames for assessment of claims or compensation events in the assessment of this item.

(g) Provision of record drawings/manuals/other records

Criteria	Description
Compliance	Comply with statutory requirements, submission requirements upon completion of works, etc.
Timeliness	Efficient and timely provision of the record drawings, manuals and other records for the completion of the works
Quality	Accurate, appropriate, clear and comprehensive provision of record drawings, manuals and other records

(h) Provision of design input

Criteria	Description
Design input	Provide necessary design input during construction stage, including review of design assumptions, revisions in designs, preparation of further design, checking of contractors' design, etc., in a timely and responsible manner, <u>as well as apply the principle of "Design for Safety" effectively</u>

(This may not be the latest version as in the CNPIS which is updated from time to time)

RESTRICTED (CONTRACT)

Consultant's Performance Report

Part I - Summary of Performance		Version:								
Department :-										
<input type="text" value="Interim"/>	Report for Quarter ending	<input type="text"/>								
A. Details of Agreement										
Agreement No:	<input type="text"/>	Status:								
Agreement title:		Created date:								
Category of consultancy:		Created by:								
Type of Agreement:		Updated date:								
Consultant's Name:		Updated by:								
B. Agreement Duration and Stage										
Commencement date :		Stage of work (for Interim/Special Report):								
Original completion date : (for the whole assignment)		<table style="width:100%; border:none;"> <tr> <td style="width:50%; border:none;">Engineering</td> <td style="width:50%; border:none;">Architectural</td> </tr> <tr> <td style="border:none;"><input type="checkbox"/> Feasibility / Investigation</td> <td style="border:none;"><input type="checkbox"/> Workstage 1 / 2</td> </tr> <tr> <td style="border:none;"><input type="checkbox"/> Design and Contract</td> <td style="border:none;"><input type="checkbox"/> Workstage 3 / 4</td> </tr> <tr> <td style="border:none;"><input type="checkbox"/> Construction</td> <td style="border:none;"><input type="checkbox"/> Workstage 5 / 6</td> </tr> </table>	Engineering	Architectural	<input type="checkbox"/> Feasibility / Investigation	<input type="checkbox"/> Workstage 1 / 2	<input type="checkbox"/> Design and Contract	<input type="checkbox"/> Workstage 3 / 4	<input type="checkbox"/> Construction	<input type="checkbox"/> Workstage 5 / 6
Engineering	Architectural									
<input type="checkbox"/> Feasibility / Investigation	<input type="checkbox"/> Workstage 1 / 2									
<input type="checkbox"/> Design and Contract	<input type="checkbox"/> Workstage 3 / 4									
<input type="checkbox"/> Construction	<input type="checkbox"/> Workstage 5 / 6									
Anticipated completion date :	<input type="text"/>									
Actual completion date :	<input type="text"/>									
Reason for variation in time (for Final Report)										
<div style="border: 1px solid black; height: 60px; width: 100%;"></div>										
15000 characters remaining on your input limit										
C. Fee										
*Fee basis:										
*Original Fee: \$M	<input type="text"/>	(excluding Notional Value)								
Latest Estimated Fee: \$M	<input type="text"/>	(for Interim/Special/Final Report)								
Actual Fee: \$M	<input type="text"/>	(for Final Report)								
		Reason for variation in fee (for Final Report)								
		<div style="border: 1px solid black; height: 60px; width: 100%;"></div>								
		15000 characters remaining on your input limit								
D. Total Performance Score (Interim or Special Report Only)										
Total Performance Score :		0								
(Please refer to Part II)										
E. Overall Assessment										
Overall Performance :	<input type="radio"/> G : Good or above <input type="radio"/> Ac : Acceptable <input type="radio"/> U : Unacceptable <input checked="" type="radio"/> NA : Not Applicable	For Interim/Special Report: A "Very Poor" grading in any critical assessment item in Part II will render the overall performance "Unacceptable". If no such item is rated "Very Poor", the overall performance will be rated according to the total performance score (TPS): G: TPS >= 70, Ac: 40 <= TPS < 70,U: TPS < 40. (The report shall be "adverse" if the overall performance is "Unacceptable") a CONSECUTIVE ADVERSE INTERIM REPORT under the Assignment. ADVERSE REPORT(BOTH INTERIM and SPECIAL) under the Assignment.(the numbering of this adverse report)								
This report is										
**This Report										
**This Report is the										

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F. Remarks by Reporting Officer (at a rank of senior professional or above):

Is the Consultant technically competent? (please tick as appropriate)

Yes
 No

Is the Consultant performing ethically? (please tick as appropriate)

Yes
 No

15000 characters remaining on your input limit

If the performance of the consultant is in any respect "Poor" or "Very Poor", please indicate what actions have been taken to draw the consultant's attention to their shortcomings and the consultant's responses, if any:

15000 characters remaining on your input limit

Report By:

(_____)

Title

Date

G. Countersigning by Director's Representative:

Supplementary comments, if any:

15000 characters remaining on your input limit

(_____)

Director's Representative

Title

Date

H. Endorsement by Departmental Consultants Review Committee:

Supplementary comments, if any:

15000 characters remaining on your input limit

(_____)

Chairman, Consultants Review Committee

Date

*The value of this field would be updated automatically according to the information of Agreement Master until the Performance Report has been frozen.

**The value of this field would be updated automatically based on the latest record information until the Performance Report has been frozen.

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CONSULTANTS PERFORMANCE REPORT														
Part II - Detailed Assessment of Performance														
Item	Aspects of Performance	VG	G	S	P	VP	NA	Max. Score	Applicable Max. Score	Consultant's Score	Weighted Score			
A.	Stage Assessment													
1	Feasibility / Investigation Stage (EACSB) or Workstage 1/2 (AACSB)													
1.1	Recommendations													
(a)	<i>Quality of recommendation</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0				
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0				
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0				
1.2	Consultation and public engagement													
1.3	Cost estimates & quality of reports													
	Stage period :	<input type="text"/>	month(s)					40	0	0	0			
2	Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB)													
2.1	Design solutions													
(a)	<i>Quality of design</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0				
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and other factors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0				
2.2	Consultation and public engagement													
2.3	Cost estimates & quality of tender documents/drawings (Note 5)													
2.4	Tender assessment													
	Stage period :	<input type="text"/>	month(s)					40	0	0	0			
3	Construction Stage (EACSB) or Workstage 5/6 (AACSB)													
3.1	<i>Supervision of contractors</i>													
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0				
3.2	Administration of contracts													
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0				
3.3	Recruitment, supervision and administration of site staff													
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
3.4	Financial control of contracts													
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
3.5	Certification of interim payments/final accounts													
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0				
3.6	Handling of contractor's claims													
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0				
3.7	Provision of record drawings/manuals/other records													
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0				
3.8	Provision of design input													
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0				
	Stage period :	<input type="text"/>	month(s)					40	0	0	0			

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B General Assessment												
4 Aspects for General Assessment												
4.1	<i>Programming, progress reports and adherence to programme</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0	
4.2	<i>Competency & adequacy of staff</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0	
4.3	<i>Achievement of objectives and targets</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0	
4.4	Effectiveness in surmounting problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0	
4.5	Familiarization with and adherence to Government requirements and procedures	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
4.6	Participation and responsiveness of principals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
4.7	Management of sub-consultants / Liaison with other consultants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
4.8	Planning, preparation and management of site investigation/field works	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
4.9	Relationship between consultants and the managing department	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
4.10	Public relations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0	
4.11	Adoption of Building Information Modelling	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0	
									60	0	0	0
									Performance Score		0	
									Bonus Score		0	
									Total Performance Score		0	

General Notes:

1. Mark appropriate box of performance (i.e. VG, G, S, P, VP) for each applicable item with "x".
2. Put "x" in the "NA" column for inapplicable items.
3. Fill in "Stage period" in months (to one decimal place) for the stage(s) in the quarter.
4. Critical assessment items are shown in bold italics (i.e. item 1.1(a), 2.1(a), 3.1, 4.1, 4.2 and 4.3). A "Very Poor" rating in any of these items will render the overall performance "Unacceptable".
5. Item 2.3 is a critical assessment item for Quantity Surveying (QS) consultancies only.
6. The performance scores displayed are rounded to 1 decimal place.
7. A bonus score will be added to the performance score if 3 or more of the following items are rated "G" or "VG":
 - (a) For Feasibility Study/Investigation Agreements and Design & Construction Agreements with Feasibility/Investigation Stage (EACSB) or Workstage 1/2 (AACSB):
 - Items 1.1(a), 1.1(b), 1.1(c), 1.1(d) and 4.2
 - (b) For Design & Construction Agreements and Feasibility Study/Investigation Agreements with Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB):
 - Items 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 4.2
 - (c) For AACSB QS Consultancy Agreements (Workstage 5/6):
 - Items 3.2, 3.4, 3.5, 3.6 and 4.2

Details of the bonus score system are given in Section 2.7.5 of the Guidance Notes in Appendix B of DEVB TC(W) No. 3/2016.

Notes of computing Performance Score:

1. Max scores are predetermined weightings assigned to the item (could not be changed)
2. For applicable items, applicable max. score = max. score. For "NA" item, applicable max. score = 0
3. Grade Consultant's Score

VG (Very Good)	1.00 x applicable max score
G (Good)	0.75 x applicable max score
S (Satisfactory)	0.50 x applicable max score
P (Poor)	0.25 x applicable max score
VP (Very Poor)	0 x applicable max score

Legend:

(#) EM & A: Environmental Monitoring & Audit

Guidance Notes for Completion of Consultants' Performance Reports

1. General

1.1 Consultants' performance reports should be completed with accurate and concise information, highlighting the consultants' strengths and weaknesses. The performance assessment of consultants in a consultancy agreement will be done by means of Interim Reports, a Final Report, and in exceptional circumstances, Special Reports using the same report form. These notes serve to provide guidelines in completing the performance reports.

2. Interim Report

2.1 Interim Reports shall be completed for quarters ending March/June/September/December. The report consists of two parts: Part I - Summary of Performance and Part II - Detailed Assessment of Performance. The Part II is further divided into two parts, i.e. the stage assessment and the general assessment. The stage assessment will focus on the aspects of performance specific to an individual stage of the assignment whereas the general assessment will focus on the aspects common to all stages. The Reporting Officer shall complete sections on all applicable stages relevant to the consultancy agreement and the section on the general assessment.

2.2 An Interim Report is required irrespective of whether the reporting period, during which the consultancy assignment is in progress, covers the entire quarter. For example, if an agreement was completed in February, an Interim Report shall still be submitted for reporting the consultant's performance in January and February, together with a separate Final Report as described in paragraph 3 below.

2.3 An Interim Report should also be submitted even if no detailed assessment could be made due to various reasons, such as no appreciable activity being carried out by the consultant or the assignment being suspended during the reporting quarter. To facilitate easy and quick lodging of such "no activity" or "no assessment" reports, the assessment aspects in Part II of the report are set by default as "NA". The Reporting Officer should include, in Section F of the report, a concise reason of submitting such a "no activity" or "no assessment" report. For such reports, no performance score will be computed. For consultancy under suspension which is registered in the CNPIS, the system will generate "NA" Interim Report automatically. Notwithstanding the above, if a consultant does not perform satisfactorily even when the required input is not significant, the procuring department should submit an Interim Report with proper assessment to reflect the poor performance.

2.4 Part I - Summary of Performance

2.4.1 Section A – Details of Agreement

The name of the consultant has to be selected from the list given in the CNPIS (approach the System administrator if no one on the list matches the name of the appointed consultant) and it should be the same as that appearing in the Memorandum of Agreement. If the consultancy agreement is awarded to a joint venture, all consultants in the joint venture should be identified. The User Manual

(which could be downloaded from the system) of CNPIS should be consulted regarding the way of treating joint ventures in the CNPIS.

2.4.2 Section B - Agreement Duration and Stage

Stage of work It refers to the stage of work to which the Interim Report applies. More than one stage may exist in the same reporting period.

Anticipated/Actual completion The anticipated completion date should be the latest forecast of the likely completion date based on an assessment of the actual progress and anticipated progress on uncompleted services. The actual completion date will be the date by which the Director's Representative is satisfied that the consultant has completed all necessary services under the agreement.

2.4.3 Section C – Fee (million) (some of the information will be captured automatically by the CNPIS from information kept under “Agreement Enquiry”)

Fee basis Lump sum /time charge /scale/percentage to be indicated

Original fee For lump sum fee basis, it refers to the approved lump sum fee as indicated in the Fee Proposal of the consultant. For time charge fee basis, it refers to the estimated fee based on the approved time charge rates and the notional time or the approved time charge ceiling as appropriate. For scale or percentage fee basis, it refers to the fee based on the agreed fee scale and the estimated construction cost. The original fee to be stated in this section need not include the approved fee ceiling for additional services.

Latest estimated fee The latest estimate of the final fee.

Actual fee The actual fee shall be reported in the Final Report. It shall be the final amount paid or payable to the consultant for the Agreement but excluding all out-of-pocket money paid to the consultant on reimbursement basis (i.e. it will include the lump sum, payment for additional services, price adjustment, RSS on-cost and etc.). If the final account has not yet been settled due to unsettled claims or other reasons, while the services under the assignment has been completed by the consultant, the Final Report could still be submitted, and in such case the Reporting Office should report here the latest estimate of the final fee taking into account all factors known at the time.

2.4.4 Section D – Total Performance Score

Upon completion of the detailed assessment in Part II of the report form, the CNPIS will calculate the total performance score and transfer it to this Section. The marking system is described in paragraph 2.5.

2.4.5 Section E - Overall Assessment (generated automatically by CNPIS based on the following criteria)

- (a) A "Very Poor" grading in any of the critical items (see paragraph 2.7 and Part II of the report form) will render the overall performance "Unacceptable", and hence an adverse report, irrespective of the total performance score.
- (b) If no critical assessment item is graded "Very Poor", the total performance score will determine the grading of the overall performance. The overall performance will be "Unacceptable" if the total performance score is less than 40 and the report will thus be classified as adverse. A "Good or above" grading should be given when the total performance score reaches 70 or above. In between, an "Acceptable" grading will be given.
- (c) The CNPIS will automatically classify whether a report is "adverse" or not based on (a) and (b) above. If the report concerned is adverse, the CNPIS will automatically extract from the database if this is a consecutive adverse report and the total number of adverse reports, including the one being prepared.
- (d) If no assessment was made on any aspects in Part II of the report, the overall grading will be taken as "NA".

2.4.6 Section F – Remarks by Reporting Officer

The Reporting Officer shall be an officer of a rank of senior professional or above. He/she should provide general comments on the consultant's performance in the reporting period. Elaboration should also be given for any aspects graded as "Very Good", "Good", "Poor" or "Very Poor". In case of an adverse report, reasons shall be given to substantiate the assessment.

2.4.7 Section G – Countersigning by Director's Representative

The Director's Representative shall review the assessment made by the Reporting Officer and satisfy himself/herself that the assessment is substantiated with evidence, particularly in the case of an adverse report.

2.4.8 Section H – Endorsement by Departmental Consultants Review Committee

The report should be endorsed by the Consultants Review Committee (CRC) of the department.

2.4.9 All parts of the Consultant's Performance Report shall be copied to the consultant to ensure transparency of the report system.

2.5 Marking System

2.5.1 The performance grading for individual aspect shall have the following meaning: -

VG (Very Good) denotes that the performance has been significantly and consistently better than that required by the Agreement.

G (Good)	denotes that the performance has consistently met and occasionally exceeded that required by the Agreement.
S (Satisfactory)	denotes that the performance has on average generally attained that required by the Agreement.
P (Poor)	denotes that the performance is below that required by the Agreement, though without serious deficiencies; or where instructions/reminders have to be repeatedly issued and the work has consistently to be redone in order to attain a satisfactory level; or the performance could only attain that required by the Agreement through enhanced supervision effort from the project office.
VP (Very Poor)	denotes that the performance is significantly below that required by the Agreement; or where instructions/reminders have to be repeatedly issued and the work has consistently to be redone but is still unable to attain a satisfactory level.

2.5.2 Intermediate grading is not allowed.

2.5.3 The scores for the various grades are:

<i>Grade</i>	<i>Scores</i>
Very Good (VG)	1.00 x applicable maximum score
Good (G)	0.75 x applicable maximum score
Satisfactory (S)	0.50 x applicable maximum score
Poor (P)	0.25 x applicable maximum score
Very Poor (VP)	0.00 x applicable maximum score

2.5.4 Each assessment item is assigned with a pre-determined "maximum score", which could not be changed, to reflect its weighting in the performance assessment.

2.5.5 Some assessment items may not be applicable. The Reporting Officer could mark such item(s) "NA" in the report (Part II). The corresponding "applicable maximum scores" for such item will then be set zero. For applicable items, the "applicable maximum score" will be equal to the "maximum score" for that item. The consultant's score for an assessment item is calculated by multiplying the rating of the grade (e.g. 0.5 for "Satisfactory") with the "applicable maximum score".

2.5.6 Stage Assessment

- (a) The procuring departments should complete their assessment under the appropriate stage(s) of the performance report form according to the type of agreement they have indicated or the nature of the assignment.
- (b) The maximum score for the stage assessment is 40 marks. The period of each stage, in case of multi-stage or other applicable situations, should be indicated in the "stage period" (in months rounded off to the 1st decimal place) in Part II of the report.

Single Stage Period

- (c) If there is only one stage in the whole quarter, a single-stage score will be computed out of a total of 40 marks, regardless of whether the report or the concerned stage occupy the entire 3 month reporting period.

For example, assume that some "NA" items exist such that:
total applicable maximum score = 32, and
the consultant's total score = 20.

The consultant's total score for the stage assessment has to be adjusted to the 40-mark level accordingly,
i.e. $20/32 \times 40 = 25$, hence, the "adjusted score" = 25 for the stage assessment.

Multi-stage Period

- (d) In case there is more than one stage in the same quarter (either two or more stages carried out sequentially or a few stages carried out in parallel during the reporting quarter), the "adjusted scores" of respective stages will be computed with regard to the relative proportion of the stage concerned. Therefore, the stage period to be entered in Part II of the report for such case shall be the relative weights for each stage rather than the actual time span. The Reporting Officer may however need to assess the relative proportion taking into account resources deployed and other factors applicable for each stage (consultant's comments on this may be invited, if necessary, before completing the report form).

For example, assume that:

<i>Stage</i>	<i>Stage Period</i>	<i>Consultant's Score</i>
Investigation	1 month	30
Construction	3 months	36

Then, for Investigation Stage,
adjusted score = $30 \times 1/(1+3) = 7.5$, and

for Construction Stage,
adjusted score = $36 \times 3/(1+3) = 27$.

The combined adjusted score for the stage assessment = $7.5 + 27 = 34.5$.

- (e) For a consultancy agreement with a number of projects proceeding at different stages during the same reporting period, the Reporting Officer should consolidate the performance assessment in each stage by taking all projects in that stage as a whole for consideration. The Reporting Officer may need to consider the weight of individual project under the same consultancy and produce the report for submission.

2.5.7 General Assessment

The maximum score for the general assessment is 60 marks. The "adjusted score" will be the consultant's score under this section adjusted to the 60-mark level for "NA" items as illustrated in paragraph 2.4.6(c) above for the stage assessment. It is further noted that in some specialist assignments, the Reporting Officer may consider none of the stage assessment aspects relevant, hence the assessment is only given against the aspects in the general assessment section. In such exceptional case, the performance score shall be adjusted to the 100-mark level.

2.5.8 Performance Score

The performance score is the sum of the adjusted scores of the stage assessment and general assessment.

2.5.9 Total Performance Score

The total performance score is the sum of the performance score and the bonus score. It will determine the grading of the overall performance in Section E of Part I (refer to paragraph 2.4.5).

- 2.6 As mentioned in paragraph 2.5.6(a), departments shall determine the appropriate stage of an assignment, including the Environmental Monitoring & Audit (EM&A) assignments or any other assignments that are different in nature from a conventional engineering or architectural assignment. Nonetheless, as EM&A assignment is becoming more frequently engaged, it is referred to, in the following paragraphs, as an example of assessing it as an investigation assignment to illustrate how the performance aspects could flexibly apply to consultancy assignments of different nature. The Reporting Officer could also assess the consultant's performance using assessment aspects of different stages by setting a relative proportion of the different stages involved to suit assignments of different nature. However, for maintaining uniformity, the maximum score for each assessment aspect shall not be changed.

2.7 Guidance Notes for Part II – Detailed Assessment of Performance

The following guidance notes are provided to facilitate the assessment of individual aspect in Part II. Items with asterisk (*) are critical assessment items as mentioned in paragraph 2.4.5(a). A "Very Poor" grading in any of these critical items will result in an "Unacceptable" grading for the overall performance.

As this report is only for assessing the performance of the consultant with whom the consultancy agreement is entered. Discount should not be applied to the grading of the main consultant for any problem that is entirely due to the non-performance of sub-consultants who are not parties of the agreement. Nevertheless, in such case the ability of the main consultant in managing their sub-consultants would be questionable and should be examined by the Reporting Officer.

2.7.1 Feasibility/Investigation Stage

(a) Recommendations

(i) Quality of recommendation (*)

Criteria	Description
Methodology, judgement & constructive thoughts	Adopt appropriate methodology in accordance with established standards for the task, put forward recommendations & deliverables and identify risk, constraints and development opportunities with proper judgement and constructive thoughts
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.
Statutory submission & compliance	Fulfil effectively and punctually statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, consultancy brief, circulars, guidelines, parameters and criteria, etc.
Recommendations & deliverables	Comply with development parameters, functional, value for money, practical, sustainable, and well-balanced recommendations & deliverables which weight favourably among technical, costs, risks, environment, health and safety, saving in manpower, public aspirations and other relevant factors

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Research & analysis	Comprehensive research into relevant background and detailed analysis taking into account the information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Other considerations	Visual performance, flexibility for planning, fast-tracking of works programme, mechanisation, prefabrication and other productivity enhancement, circulation efficiency, spatial and historical context, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and life cycle costs

Criteria	Description
Sustainable development	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Recommendations & deliverables which are compatible with the surrounding environment
Enhancement	Recommendations & deliverables which enhance the affected environment and minimize health & safety hazards, as well as apply the principle of “Design for Safety” effectively
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient feature as appropriate (DEVB TCW No. 2/2015 refers)
Life cycle costs	Recommendations & deliverables with due regard to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes
Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including social, economical, environmental, health & safety, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the recommendations & deliverables to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

(b) Consultation and public engagement

Criteria	Description
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Public engagement	Sufficient and well organized public engagement activities
Collaboration of public inputs	Collaborate public inputs and resolve objections efficiently and effectively
Consultation materials	Consultation materials including presentation materials, models, animation, drawings, plans and figures which are legible, appealing to the readers, allowing the readers to visualize conceptual schemes proposed and in layman's terms which are also suitable for the general public

The assessment should be based on the consultants' performance in the process of consultation and public engagement, i.e. whether the consultant has diligently considered all stakeholders' views and come up with balanced recommendations. The assessment on consultants' performance should not be based only on the end results.

(c) Cost estimates & quality of reports

Criteria	Description
Cost estimates	Comprehensive, realistic, up-to-date and accurate (excluding factors outside consultants' control) with sufficient details to support the recommendations & deliverables including any cost reduction and expenditure levelling
Presentation	Clear, concise and convincing presentation in the reports and with sufficient details to support the recommendations & deliverables
Drawings, plans and figures	Drawings, plans and figures which are legible, appealing to the readers and allowing the readers to visualize conceptual schemes proposed in the recommendations & deliverables
Timeliness	Submit reports in time to meet the original programme

2.7.2 Design and Contract Stage

(a) Design solutions

(i) Quality of design (*)

Criteria	Description
Design	Functional, technically sound, practical, durable, value for money and compliant with design criteria
Statutory submission & compliance	Fulfil effectively and punctually statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Buildability	Adoption of “3-S Principle”, namely “Standardisation”, “Simplification”, “Single Integrated Elements”, incorporation of project and asset life cycle management and coordination, ease of construction, etc.
Other design considerations	Fast-tracking of works programme, circulation efficiency, aesthetics, mechanisation, maintainability, prefabrication and other productivity enhancements, etc. while balancing against other constraints, e.g. political, environment, health and safety, etc.

In case the project office identifies any serious design problem, e.g. inadequacy of design submission, significant overdesign or excessive provision, etc., a “Poor” or “Very Poor” rating shall be given, depending on the degree and extent of the problem identified.

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and other factors

Criteria	Description
Sustainable construction	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Design solutions which are compatible with the surrounding environment
Enhancement	Design solutions which enhance the affected environment and minimize health and safety hazards, as well as apply the principle of “Design for Safety” effectively
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Materials	Avoid using materials harmful to the environment and people
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient features as appropriate (DEVB TCW No. 2/2015 refers)
Life cycle costs	Cost effective design solutions with due regards to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable
Site supervision arrangement (where applicable)	Devise effective means to (i) achieve the effectiveness and efficiency of site supervision, (ii) enhance site safety and (iii) attain a reasonable size of site supervision team

For the criterion on site supervision arrangement, a “Good” or “Very Good” rating may be considered if viable solutions with adequate details can be provided in the quality site supervision plan (e.g. adoption of advanced technologies, contractors’ self-certification mechanism, sensible staff deployment strategy, etc.)

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes

Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including environmental, drainage, traffic, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the design solutions to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

(b) Consultation and public engagement

Criteria	Description
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Public engagement	Sufficient and well organized public engagement activities
Collaboration of public inputs	Collaborate public inputs and resolve objections efficiently and effectively
Consultation materials	Consultation materials including presentation materials, models, animation, drawings, plans and figures which are legible, appealing to the readers, allowing the readers to visualize conceptual schemes proposed and in layman's terms which are also suitable for the general public

The assessment should be based on the consultants' performance in the process of consultation and public engagement, i.e. whether the consultant has diligently considered all stakeholders' views and come up with balanced recommendations/design solutions. The assessment on consultants' performance should not be based only on the end results.

(c) Cost estimates & quality of tender documents/drawings (*)¹

Criteria	Description
Cost estimates	Comprehensive, realistic, up-to-date and accurate (excluding factors outside consultants' control) with sufficient details to support the recommendations & deliverables including any cost reduction and expenditure levelling
Contract arrangements	Select the most suitable contract packaging arrangements and types of contract for the works
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders

Quality	Contract documents and drawings which are complete, adequate and comprehensive for the works
Timeliness	Submit contract documents in time to meet the construction programme

(*)¹ Become a critical assessment item for Quantity Surveying consultancies.

(d) Tender assessment

Criteria	Description
Compliance	Comply with statutory requirements, tender assessment procedures, etc.
Technical support	Adequate technical support in facilitating a thorough tender assessment
Evaluation and recommendations	Thorough evaluation and sound recommendations with due regard to all relevant factors and considerations

2.7.3 Construction Stage

(a) Supervision of contractors (*)

Criteria	Description
Role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor	Adequately fulfil the role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor in the works contracts
Supervision and quality management	Perform close supervision of contractors and works according to Director's Representative approved quality site supervision plans to check that the contractors have met their obligations (including due submission of records of request for inspection and/or survey check) and delivered the works to the requisite specifications, standards, productivity enhancements and quality. Ensure timely signing-off and proper documentation of contemporaneous and traceable records of request for inspection and/or survey check
Health & safety and environmental management	Ensure contractors' compliance with the approved health & safety and environmental management plans to minimize health and safety hazards and impacts to the environment

Mitigation measures and follow-up actions	Take all necessary mitigation measures and follow-up actions promptly to ensure the quality, health & safety and environmental friendliness of the works as well as the completeness of records of requests for inspection and/or survey check
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(b) Administration of contracts

Criteria	Description
Statutory submission & compliance	Fulfil effectively and punctually statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Impartiality & thoroughness	Administer the contracts impartially and thoroughly
Progress of works	Administer the contracts in a timely and professional manner including keeping the Director's Representative well informed of progress or works, productivity, milestone events and any latest development
Variation to contract works/change to works information	Handle variation orders, changes to works information, drawings, schedules, estimates and related matters necessary for completion of the works in a timely and effective manner
Handling of complaints & enquiries	Respond effectively and efficiently to complaints and enquiries by members of public, District Councils, etc.

The project office should review whether the variations or changes to works information are related to the quality of design or tender documents/drawings in the assessment of this item.

(c) Recruitment, supervision and administration of site staff

Criteria	Description
Establishment	Propose reasonable site staff establishment for different construction stages to ensure adequate supervision throughout the construction period
Recruitment	Recruit suitable site staff with adequate qualification and experience at appropriate timing and in an open and fair manner
Management of site staff	Effective site staff management including administration and supervision of site staff according to Director's Representative approved quality site supervision plans and deployment of effective plans/means to deal with fluctuating workload.

Supervision quality	Ensure resident site staff’s performance in site supervision and contract administration; adopt smart site safety system, advanced technologies and contractors’ self-certification mechanism as applicable.
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For the criterion on supervision quality, a “Good” or “Very Good” rating may be considered if benefits are seen through the adoption of smart site safety system, advanced technologies and/or contractors’ self-certification mechanism in the contract.

(d) Financial control of contracts

Criteria	Description
Measurements and expenditure	Monitor closely the measurement and expenditure of the contracts
Valuation of variations, changes to works information, claims and compensation events	Update punctually the financial position including prompt valuation of variations, changes to works information, claims and compensation events
Reporting	Forecast forthcoming expenditure and keep the Director’s Representative abreast of the financial position of the works contracts including the likely costs of major variations, changes to works information, claims and compensation events
Timeliness	Alert timely Director’s Representative the likelihood of the approved budgetary expenditure being exceeded due to e.g. variations, changes to works information, claims, compensation events and other commitments and provide the necessary information and support

(e) Certification of interim payments/final accounts

Criteria	Description
Interim payments	Accurate and expeditious certification of interim payments
Final accounts	Accurate and expeditious preparation, settlement and certification of final accounts

(f) Handling of contractor’s claims

Criteria	Description
Thoroughness, fairness and timeliness	Handle contractor’s claims/compensation events/early warnings thoroughly, fairly and promptly. Prompt and detailed assessment of contractor’s claims/compensation events and timely determination of the claims/compensation events in accordance with the time frame under the contract with reasons for acceptance or rejections of claims/compensation events

Reporting	Keep the Director’s Representative abreast of contractor’s monetary and Extension of Time claims/compensation events/early warnings and the progress in the handling of the claims/compensation events/early warnings/risk register
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The project office should review the consultants’ justifications for any non-compliance with the time frames for assessment of claims or compensation events in the assessment of this item.

(g) Provision of record drawings/manuals/other records

Criteria	Description
Compliance	Comply with statutory requirements, submission requirements upon completion of works, etc.
Timeliness	Efficient and timely provision of the record drawings, manuals and other records for the completion of the works
Quality	Accurate, appropriate, clear and comprehensive provision of record drawings, manuals and other records

(h) Provision of design input

Criteria	Description
Design input	Provide necessary design input during construction stage, including review of design assumptions, revisions in designs, preparation of further design, checking of contractors’ design, etc., in a timely and responsible manner, as well as apply the principle of “Design for Safety” effectively
Quality of design	Quality of design input during construction stage; or design issues identified during construction stage that reflect the quality of design developed at design stage

In case the project office identifies any serious problem associated with the design developed by the consultants, a “Poor” or “Very Poor” rating shall be given, depending on the degree and extent of the problem identified.

2.7.4 General

(a) Programming, progress reports and adherence to programme (*)²

Criteria	Description
Programme, updates and progress report	Provide regular, realistic, adequate clear and accurate programme, programme updates and progress reports, as appropriate in relation to the assignment and the project as a whole
Major critical activities and floats	Provide realistic programme by substantiating the time allowed in major critical activities and appropriate allocation of floats and time risk allowances in the programme
Adherence to programme	Adhere to programme to ensure that the milestones are achieved in a timely manner
Role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor	Fulfil the role as the Engineer/Architect/Supervising Officer/ Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor in relation to progress and programme of the contracts by thoroughly examining contractors' programme; closely monitoring the contractor's progress and taking prompt action to minimise any delay or better still recover any time lost; alerting the Director's Representative in advance the possible risk to the programme induced by any unforeseen factor

(*)² The assessment should not simply be based on the comparison between the latest programme and the baseline programme. However, in case of substantial programme slippage, reasons (e.g. factors outside the control of the consultants) should be given for not assigning the "Very Poor" grading to this criterion.

(b) Competency & adequacy of staff (*)

Criteria	Description
Qualified and experienced staff	Allocate adequate and appropriate qualified and experienced staff to the relevant posts for the assignment
Staffing proposal and manpower input	Adhere to the committed staffing proposal and manpower input
Performance	Devote the necessary amount of time and effort by the consultants' staff to the assignment to achieve the required performance

(c) Achievement of objectives and targets (*)

Criteria	Description
Objectives and targets	Fulfil the scope and achieve the objectives and targets of the Brief

(d) Effectiveness in surmounting problems

Criteria	Description
Prevention of problems	Capability in identifying potential problems so as to minimize problems from happening
Problems solving	Take the lead promptly in putting forward effective solutions to resolve problems

(e) Familiarization with and adherence to Government requirements and procedures

Criteria	Description
Government requirements and procedures	Familiar with and adhere to Government policies, procedures, technical memoranda, technical circulars, and design standards that have bearing on the project

(f) Participation and responsiveness of principals

Criteria	Description
Participation and responsiveness	At least one Partner or Director takes active interest in the assignment to the extent of attending relevant meetings with Government, and being fully conversant with the progress and relevant aspects of the assignment

(g) Management of sub-consultants / Liaison with other consultants

Criteria	Description
Effective management / Effective liaison	Manage effectively the performance of sub-consultants / Liaise effectively with other consultants
Coordination of sub-consultants' activities and works / Coordination of other consultants' work	Coordinate effectively the activities and works of sub-consultants / Coordinate effectively the work of and input from other consultants
Response to complaints / queries from Director's Representative	Respond promptly and efficiently to any complaints / queries from the Director's Representative relating to the services of the sub-consultants / other consultants

(h) Planning, preparation and management of site investigation/field works

Criteria	Description
Planning & preparation	Plan site investigation, field works and prepare proposals in appropriate and timely manner
Management	Proper administration of site investigation, field works and laboratory testing contracts

(i) Relationship between consultants and the managing department

Criteria	Description
Relationship with managing department	Approachable, helpful and maintain good working relationship with the managing department
Claim attitude	Maintain reasonable claim attitude

(j) Public relations

Criteria	Description
Presentation materials and attending external meetings	Provide adequate presentation materials and appropriate staff to attend meetings with statutory bodies, boards, council, committee and other public organizations
Relationship with the general public	Maintain good relationship with relevant public bodies, community organizations and the general public

(k) Adoption of Building Information Modelling (BIM)

Criteria	Description
BIM uses	Applicability and functionality meet the project requirements (e.g. facilitates project planning and decision making)
Quality	The BIM model contains sufficient details with accuracy and is optimal for project coordination throughout different project stages effectively
Timeliness	The BIM model is developed / updated in a timely manner that reflects the actual project progress

2.7.5 Bonus Score System

- (a) For (i) Feasibility Study / Investigation Agreements and (ii) Design & Construction Agreements with Feasibility / Investigation Stage (EACSB) or Workstage 1/2 (AACSB)

Total number of “G” or “VG” ratings in Items 1.1(a), 1.1(b), 1.1(c), 1.1(d) and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

- (b) For (i) Design & Construction Agreements and (ii) Feasibility Study / Investigation Agreements with Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB)

Total number of “G” or “VG” ratings in Items 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

- (c) For AACSB Quantity Surveying Consultancy Agreements [Workstage 5/6]

Total number of “G” or “VG” ratings in Items 3.2, 3.4, 3.5, 3.6 and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

Notes:

- 1) If the original performance score is less than 40, a bonus score shall not be applied to calculate the total performance score.
- 2) In case there is more than one stage in the same quarter, a bonus score from either one of the stages, whichever is greater, will be given disregarding the relative proportion of the stages concerned. Hence, the maximum bonus score to be granted is capped at 5 (i.e. from only one of the stages).

3. Final Report

3.1 The Final Report is a summary of the consultant's overall performance on the completion of the assignment as a whole and serves as a general post-completion review of consultants' strength and shortcomings. Only Part I of the report is required to be completed and completion of Part II is not needed, and the Final Report will not be used in formulating the consultant's Past Performance Rating. The Final Report should be submitted together with the last Interim Report upon completion or termination of an assignment.

3.2 Variation in Time and Fee

Reasons should be given for substantial variations in fee, cost and/or programme for the agreement. Comments should be included on any problems in negotiating fees with the consultant for additional services and achieving original programme and budget.

3.3 Assessment

The grading in Section E should be based on the overall assessment of performance over the duration of the agreement. The grading should be briefly elaborated in Section F.

In the remarks/comments' sections, the assessment officers should indicate whether they are satisfied with the consultant's performance, and highlight any specific qualities, strong points and/or major shortcomings with a view to enabling the consultants to seek continuous improvements.

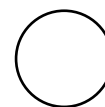
In assessing the overall performance, for a consultant whose performance has initially been unsatisfactory but subsequently improved sufficiently to complete the assignment, significance of issues and effect on the outcome should be taken into account in the assessment.

4. Special Report

4.1 In exceptional circumstances, e.g. upon identifying a major default of the consultant or any serious incident regarding adverse performance of the consultant in an assignment (in most cases the incident concerned happened in a previous reporting period hence the need of a Special Report in addition to the quarterly Interim Report) the procuring department should submit a Special Report on the performance of the consultant. Completion of a Special Report shall be the same as that for an Interim Report. The CRC of the procuring department should consider if regulating action should be taken against the consultants in accordance with paragraph 22 in Annex I of this Circular.

4.2 A Special Report may be submitted between the submission of the quarterly Interim Report and even after the submission of a Final Report, if warranted. The procuring department should elaborate on the incident covered in the Special Report in sufficient detail. In very exceptional cases, more than one Special Report can be lodged in a quarter if warranted.

MEMO



<i>From</i>	Secretary for Development	<i>To</i>	Distribution
<i>Ref.</i>	() in DEVB(PS) 106/30(94)	<i>(Attn:</i>)
<i>Tel. No.</i>	3509 7279	<i>Your Ref.</i>	
<i>Fax No.</i>	2905 1181	<i>Dated</i>	<i>Fax No.</i>
<i>Date</i>	6 April 2022	<i>Total Pages</i>	3 + Encl.

Development Bureau Technical Circular (Works) No. 3/2016 Management of Consultants' Performance

DEVB TC(W) No. 3/2016 sets out the mechanism for reporting and management of consultants' performance and provides a sample performance report form and guidance notes on assessment of consultants' performance in Appendices A and B respectively.

2. Recently, we have launched a suite of new measures to enhance the quality of consultants' services particularly in the design stage through revising the bidding mechanism for consultant selection. At the same time, we see the need to strengthen the monitoring of consultants' performance under different types of consultancy agreement. In this connection, we have updated a number of assessment criteria taking account of factors such as value for money, buildability and the quality of design as revealed during construction stage. In addition, a new bonus score system is introduced to provide an incentive for consultants to strive for better performance in the delivery of their services. For this bonus score system, if there are three or more specified items¹ rated "Good" or "Very Good" in a performance report, the consultant will obtain a bonus score (ranging from 3 to 5) to recognise its meritorious efforts.

-
- ¹ (a) For EACSB Feasibility Study / Investigation Agreements (or equivalent in AACSB), the specified items are:
- Item 1.1(a) Quality of recommendation
 - Item 1.1(b) Technical consideration
 - Item 1.1(c) Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs
 - Item 1.1(d) Consideration of alternatives and innovative ideas
 - Item 4.2 Competency & adequacy of staff
- (b) For EACSB Design & Construction Agreements (or equivalent in AACSB), the specified items are:
- Item 2.1(a) Quality of design
 - Item 2.1(b) Technical consideration
 - Item 2.1(c) Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs
 - Item 2.1(d) Consideration of alternatives and innovative ideas
 - Item 4.2 Competency & adequacy of staff
- (c) For AACSB Quantity Surveying Consultancy Agreements, the specified items are:
- Item 3.2 Administration of contracts
 - Item 3.4 Financial control of contracts
 - Item 3.5 Certification of interim payments/final accounts
 - Item 3.6 Handling of contractor's claims
 - Item 4.2 Competency & adequacy of staff

More details are elaborated in Annex B of this memo.

3. As the application of Building Information Modelling (BIM) is gaining momentum, we also take the opportunity to add a new assessment criterion for evaluating consultants' performance in respect of BIM adoption.

4. The above new / revised assessment criteria have been incorporated into a new sample performance report form attached in **Annex A** with relevant guidance notes set out in **Annex B** to this memo. This new form shall be used for assessing consultant's performance starting from Q3 2022 in tandem with the corresponding updating of our Consultants' Performance Information System (CNPIS) and ArchSD's in-house Consultants Management System (CMS). The updated version of **Appendices A** and **B** of DEVB TC(W) No. 3/2016 is also attached.

5. Please bring this memo to the attention of the project officers who are responsible for management of consultancy agreements.

6. If there are any enquiries, please feel free to contact Mr C Y Wong, AS(WP4)5 on tel. no. 3655 5282.

(Y K HO)
for Secretary for Development

Encl.

Distribution (w/encl.)

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D of DS (Attn.: Mr Peter Chui)
DEMS (Attn.: Mr Y F Cheung)
DHy (Attn.: Mr W K Ng)
DWS (Attn.: Mr S W Chau)

c.c. (w/encl.)

DAFC (Attn.: Mr Edmond Yau)
BD (Attn.: Ms Cimberly Tsui)
DEP (Attn.: Mr W W Cheung)
DHA (Attn.: Mr Paul Au)
D of Lands (Attn.: Mr Stephen Yeung)
D of Plan (Attn.: Ms Carrie Chan)
DSW (Attn.: Ms Rio Kwok)
C for T (Attn.: Ms Vilian Sum)
D of H (Attn.: Mr H W Leung)
SED (Attn.: Mr Louis Wong)
SHA (Attn.: Mr Keith Man)
STH (Attn.: Mr K F Choi)
SDEV (Attn.: Mr W H Cheng)
Secretary, AACSB
Secretary, EACSB

Internal

DS(W)2, DS(W)3, H/PSGO, PAS(W)3, CAS(W)7, AS(WP4)5, AS(WP4)7 and TS

Amendments to Appendix A of Annex I of DEVB TC(W) No. 3/2016
 [Changes highlighted in **bold**]

Annex A

CONSULTANTS PERFORMANCE REPORT

Part II - Detailed Assessment of Performance

Item	Aspects of Performance	VG	G	S	P	VP	NA	Max. Score	Applicable Max. Score	Consultant's Score	Weighted Score
A.	Stage Assessment										
1	Feasibility / Investigation Stage (EACSB) or Workstage 1/2 (AACSB)										
1.1	Recommendations										
(a)	<i>Quality of recommendation</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>10-8</u>	0	0	
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0	
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0	
1.2	Consultation and public engagement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>3-4</u>	0	0	
1.3	Cost estimates & quality of reports	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>8-9</u>	0	0	
	Stage period : <input type="text"/> month(s)							40	0	0	0
2	Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB)										
2.1	Design solutions										
(a)	<i>Quality of design</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>10-8</u>	0	0	
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>5-6</u>	0	0	
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0	
2.2	Consultation and public engagement	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0	
2.3	Cost estimates & quality of tender documents/drawings (Note 5)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0	
2.4	Tender assessment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>4-5</u>	0	0	
	Stage period : <input type="text"/> month(s)							40	0	0	0
3	Construction Stage (EACSB) or Workstage 5/6 (AACSB)										
3.1	<i>Supervision of contractors</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>8-10</u>	0	0	
3.2	Administration of contracts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0	
3.3	Recruitment, supervision and administration of site staff	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>5-6</u>	0	0	
3.4	Financial control of contracts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
3.5	Certification of interim payments/final accounts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
3.6	Handling of contractor's claims	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
3.7	Provision of record drawings/manuals/other records	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>3-4</u>	0	0	
3.8	<u>Provision of design input</u>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>4</u>	0	0	
	Stage period : <input type="text"/> month(s)							40	0	0	0

B	General Assessment											
4	Aspects for General Assessment											
4.1	<i>Programming, progress reports and adherence to programme</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0		
4.2	<i>Competency & adequacy of staff</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	8	0	0	
4.3	<i>Achievement of objectives and targets</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0		
4.4	Effectiveness in surmounting problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0		
4.5	Familiarization with and adherence to Government requirements and procedures	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	6	0	0	
4.6	Participation and responsiveness of principals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	6	0	0	
4.7	Management of sub-consultants / Liaison with other consultants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	5	0	0	
4.8	Planning, preparation and management of site investigation/field works	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	5	0	0	
4.9	Relationship between consultants and the managing department /	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0		
4.10	Public relations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	4	0	0	
4.11	Adoption of Building Information Modelling	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0		
								60	0	0	0	
								Performance Score		0		
								Bonus Score		0		
								Total Performance Score		0		

General Notes:

1. Mark appropriate box of performance (i.e. VG, G, S, P, VP) for each applicable item with "x".
2. Put "x" in the "NA" column for inapplicable items.
3. Fill in "Stage period" in months (to one decimal place) for the stage(s) in the quarter.
4. Critical assessment items are shown in bold italics (i.e. item 1.1(a), 2.1(a), 3.1, 4.1, 4.2 and 4.3). A "Very Poor" rating in any of these items will render the overall performance "Unacceptable".
5. Item 2.3 is a critical assessment item for Quantity Surveying (QS) consultancies only.
6. The performance scores displayed are rounded to 1 decimal place.
7. **A bonus score will be added to the performance score if 3 or more of the following items are rated "G" or "VG":**
 - (a) **For Feasibility Study/Investigation Agreements and Design & Construction Agreements with Feasibility/Investigation Stage (EACSB) or Workstage 1/2 (AACSB):**
- Items 1.1(a), 1.1(b), 1.1(c), 1.1(d) and 4.2
 - (b) **For Design & Construction Agreements and Feasibility Study /Investigation Agreements with Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB):**
- Items 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 4.2
 - (c) **For AACSB QS Consultancy Agreements (Workstage 5/6):**
- Items 3.2, 3.4, 3.5, 3.6 and 4.2**Details of the bonus score system are given in Section 2.7.5 of the Guidance Notes in Appendix B of DEVB TC(W) No. 3/2016.**

Notes of computing Performance Score:

1. Max scores are predetermined weightings assigned to the item (could not be changed)
2. For applicable items, applicable max. score = max. score. For "NA" item, applicable max. score = 0
3. Grade Consultant's Score
 VG (**Very Good**) 1.00 x applicable max score
 G (Good) 0.75 x applicable max score
 S (Satisfactory) 0.50 x applicable max score
 P (Poor) 0.25 x applicable max score
 VP (Very Poor) 0 x applicable max score

Legend:

(#) EM & A: Environmental Monitoring & Audit

Amendments to Appendix B of Annex I of DEVB TC(W) No. 3/2016

[Changes highlighted in *bold and italic*]

2.7.1 Feasibility/Investigation Stage

(a) Recommendations

(i) Quality of recommendation (*)

Criteria	Description
Methodology, judgement & constructive thoughts	Adopt appropriate methodology in accordance with established standards for the task, put forward recommendations & deliverables and identify risk, constraints and development opportunities with proper judgement and constructive thoughts
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, consultancy brief, <i>circulars, guidelines</i> , parameters and criteria, etc.
Recommendations & deliverables	Comply with development parameters, functional, <i>economical value for money</i> , practical, sustainable, and well-balanced recommendations & deliverables which weight favourably among technical, costs, risks, environment, health and safety, saving in manpower, public aspirations and other relevant factors

2.7.2 Design and Contract Stage

- (a) Design solutions
- (i) Quality of design (*)

Criteria	Description
Design	Functional, <i>economical</i> , technically sound, practical, durable, <i>value for money</i> , and compliant with design criteria.
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, <i>circulars, guidelines</i> , parameters and criteria, etc.
<i>Buildability</i>	<i>Adoption of “3-S Principle”, namely “Standardisation”, “Simplification”, “Single Integrated Elements”, incorporation of project and asset life cycle management and coordination, ease of construction, etc.</i>
Other design considerations	<i>Ease of construction, Fast-tracking of works programme, circulation efficiency, aesthetics, mechanisation, maintainability, prefabrication and other productivity enhancements, effective use of building information modelling (BIM), etc.</i> while balancing against other constraints, e.g. political, environment, health and safety, etc.

In case the project office identifies any serious design problem, e.g. inadequacy of design submission, significant overdesign or excessive provision, etc., a “Poor” or “Very Poor” rating shall be given, depending on the degree and extent of the problem identified.

2.7.3 Construction Stage

(b) Administration of contracts

Criteria	Description
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Impartiality & thoroughness	Administer the contracts impartially and thoroughly
Progress of works	Administer the contracts in a timely and professional manner including keeping the Director's Representative well informed of progress or works, productivity, milestone events and any latest development
Variation to contract works/change to works information	Fulfil timely and effectively necessary revisions in designs and preparation of further design, Handle variation orders, changes to works information, drawings, schedules, estimates and related matters necessary for completion of the works <i>in a timely and effective manner</i>
Handling of complaints & enquiries	Respond effectively and efficiently to complaints and enquiries by members of public, District Councils, etc.

The project office should review whether the variations or changes to works information are related to the quality of design or tender documents in the assessment of this item.

(h) Provision of design input

(Newly-added assessment item)

<i>Criteria</i>	<i>Description</i>
<i>Design input</i>	<i>Provide necessary design input during construction stage, including review of design assumptions, revisions in designs, preparation of further design, checking of contractors' design, etc., in a timely and responsible manner</i>
<i>Quality of design</i>	<i>Quality of design input during construction stage; or design issues identified during construction stage that reflect the quality of design developed at design stage</i>

In case the project office identifies any serious problem associated with the design developed by the consultants, a "Poor" or "Very Poor" rating shall be given, depending on the degree and extent of the problem identified.

2.7.3 Construction Stage

(g) Provision of record drawings/manuals/other records

Criteria	Description
Compliance	Comply with statutory requirements, submission requirements upon completion of works, etc.
Timeliness	Efficient and timely provision of the record drawings, manuals and other records for the completion of the works
Quality	Accurate, appropriate, clear and comprehensive provision of record drawings, BIM models , manuals and other records

2.7.4 General

(g) Management of sub-consultants / *Liaison with other consultants*

Criteria	Description
Effective management / <i>Effective liaison</i>	Manage effectively the performance of sub-consultants / <i>Liaise effectively with other consultants</i>
Coordination of sub-consultants' activities and works / <i>Coordination of other consultants' work</i>	Coordinate effectively the activities and works of sub-consultants / <i>Coordinate effectively the work of and input from other consultants</i>
Response to complaints / <i>queries</i> from Director's Representative	Respond promptly and efficiently to any complaints / <i>queries</i> from the Director's Representative relating to the services of the sub-consultants / <i>other consultants</i>

(k) *Adoption of Building Information Modelling (BIM)*

(Newly-added assessment item)

<i>Criteria</i>	<i>Description</i>
<i>BIM uses</i>	<i>Applicability and functionality meet the project requirements (e.g. facilitates project planning and decision making)</i>
<i>Quality</i>	<i>The BIM model contains sufficient details with accuracy and is optimal for project coordination throughout different project stages effectively</i>
<i>Timeliness</i>	<i>The BIM model is developed / updated in a timely manner that reflects the actual project progress</i>

2.7.5 Bonus Score System

(Newly-added item)

- (a) *For (i) Feasibility Study / Investigation Agreements and (ii) Design & Construction Agreements with Feasibility / Investigation Stage (EACSB) or Workstage 1/2 (AACSB)*

<i>Total number of “G” or “VG” ratings in Items 1.1(a), 1.1(b), 1.1(c), 1.1(d) and 4.2</i>	<i>Bonus Score</i>
<i>3 “G” or “VG” ratings</i>	<i>3</i>
<i>4 “G” or “VG” ratings</i>	<i>4</i>
<i>5 “G” or “VG” ratings</i>	<i>5</i>

- (b) *For (i) Design & Construction Agreements and (ii) Feasibility Study / Investigation Agreements with Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB)*

<i>Total number of “G” or “VG” ratings in Items 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 4.2</i>	<i>Bonus Score</i>
<i>3 “G” or “VG” ratings</i>	<i>3</i>
<i>4 “G” or “VG” ratings</i>	<i>4</i>
<i>5 “G” or “VG” ratings</i>	<i>5</i>

- (c) *For AACSB Quantity Surveying Consultancy Agreements [Workstage 5/6]*

<i>Total number of “G” or “VG” ratings in Items 3.2, 3.4, 3.5, 3.6 and 4.2</i>	<i>Bonus Score</i>
<i>3 “G” or “VG” ratings</i>	<i>3</i>
<i>4 “G” or “VG” ratings</i>	<i>4</i>
<i>5 “G” or “VG” ratings</i>	<i>5</i>

Notes:

- 1) *If the original performance score is less than 40, a bonus score shall not be applied to calculate the total performance score.*
- 2) *In case there is more than one stage in the same quarter, a bonus score from either one of the stages, whichever is greater, will be given disregarding the relative proportion of the stages concerned. Hence, the maximum bonus score to be granted is capped at 5 (i.e. from only one of the stages).*

(This may not be the latest version as in the CNPIS which is updated from time to time)

RESTRICTED (CONTRACT)

Consultant's Performance Report

Part I - Summary of Performance		Version:
Department :-		
<input type="text" value="Interim"/>	Report for Quarter ending	<input type="text"/>
A. Details of Agreement		
Agreement No:	<input type="text"/>	Status:
Agreement title:		Created date:
Category of consultancy:		Created by:
Type of Agreement:		Updated date:
Consultant's Name:		Updated by:
B. Agreement Duration and Stage		
Commencement date :		Stage of work (for Interim/Special Report):
Original completion date : (for the whole assignment)		<input type="checkbox"/> Engineering <input type="checkbox"/> Feasibility / Investigation
Anticipated completion date :	<input type="text"/>	<input type="checkbox"/> Architectural <input type="checkbox"/> Workstage 1 / 2
Actual completion date :	<input type="text"/>	<input type="checkbox"/> Design and Contract <input type="checkbox"/> Workstage 3 / 4
		<input type="checkbox"/> Construction <input type="checkbox"/> Workstage 5 / 6
Reason for variation in time (for Final Report)		
<input type="text"/>		
15000 characters remaining on your input limit		
C. Fee		
*Fee basis:		
*Original Fee: \$M	<input type="text"/>	(excluding Notional Value)
Latest Estimated Fee: \$M	<input type="text"/>	(for Interim/Special/Final Report)
Actual Fee: \$M	<input type="text"/>	(for Final Report)
Reason for variation in fee (for Final Report)		
<input type="text"/>		
15000 characters remaining on your input limit		
D. Total Performance Score (Interim or Special Report Only)		
Total Performance Score : 0		
(Please refer to Part II)		
E. Overall Assessment		
Overall Performance :	<input type="radio"/> G : Good or above <input type="radio"/> Ac : Acceptable <input type="radio"/> U : Unacceptable <input checked="" type="radio"/> NA : Not Applicable	For Interim/Special Report:
This report is		A "Very Poor" grading in any critical assessment item in Part II will render the overall performance "Unacceptable". If no such item is rated "Very Poor", the overall performance will be rated according to the total performance score (TPS):
**This Report		G: TPS >= 70, Ac: 40 <= TPS < 70, U: TPS < 40.
**This Report is the		(The report shall be "adverse" if the overall performance is "Unacceptable") a CONSECUTIVE ADVERSE INTERIM REPORT under the Assignment. ADVERSE REPORT(BOTH INTERIM and SPECIAL) under the Assignment.(the numbering of this adverse report)

(This may not be the latest version as in the CNPIS which is updated from time to time)

F. Remarks by Reporting Officer (at a rank of senior professional or above):

Is the Consultant technically competent? (please tick as appropriate) Yes
 No

Is the Consultant performing ethically? (please tick as appropriate) Yes
 No

15000 characters remaining on your input limit

If the performance of the consultant is in any respect "Poor" or "Very Poor", please indicate what actions have been taken to draw the consultant's attention to their shortcomings and the consultant's responses, if any:

15000 characters remaining on your input limit

Report By:

(_____)

Title

Date

G. Countersigning by Director's Representative:

Supplementary comments, if any:

15000 characters remaining on your input limit

(_____)

Director's Representative

Title

Date

H. Endorsement by Departmental Consultants Review Committee:

Supplementary comments, if any:

15000 characters remaining on your input limit

(_____)

Chairman, Consultants Review Committee

Date

*The value of this field would be updated automatically according to the information of Agreement Master until the Performance Report has been frozen.

**The value of this field would be updated automatically based on the latest record information until the Performance Report has been frozen.

(This may not be the latest version as in the CNPIS which is updated from time to time)

CONSULTANTS PERFORMANCE REPORT													
Part II - Detailed Assessment of Performance													
Item	Aspects of Performance	VG	G	S	P	VP	NA	Max. Score	Applicable Max. Score	Consultant's Score	Weighted Score		
A.	Stage Assessment												
1	Feasibility / Investigation Stage (EACSB) or Workstage 1/2 (AACSB)												
1.1	Recommendations												
(a)	<i>Quality of recommendation</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0			
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0			
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0			
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0			
1.2	Consultation and public engagement												
1.3	Cost estimates & quality of reports												
	Stage period :	<input type="text"/>	month(s)					40	0	0			0
2	Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB)												
2.1	Design solutions												
(a)	<i>Quality of design</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0			
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0			
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0			
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0			
2.2	Consultation and public engagement												
2.3	Cost estimates & quality of tender documents/drawings (Note 5)												
2.4	Tender assessment												
	Stage period :	<input type="text"/>	month(s)					40	0	0			0
3	Construction Stage (EACSB) or Workstage 5/6 (AACSB)												
3.1	<i>Supervision of contractors</i>												
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0			
3.2	Administration of contracts												
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0			
3.3	Recruitment, supervision and administration of site staff												
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0			
3.4	Financial control of contracts												
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0			
3.5	Certification of interim payments/final accounts												
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0			
3.6	Handling of contractor's claims												
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0			
3.7	Provision of record drawings/manuals/other records												
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0			
3.8	Provision of design input												
		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0			
	Stage period :	<input type="text"/>	month(s)					40	0	0			0

(This may not be the latest version as in the CNPIS which is updated from time to time)

B General Assessment											
4 Aspects for General Assessment											
4.1	<i>Programming, progress reports and adherence to programme</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0	
4.2	<i>Competency & adequacy of staff</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	10	0	0	
4.3	<i>Achievement of objectives and targets</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0	
4.4	Effectiveness in surmounting problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0	
4.5	Familiarization with and adherence to Government requirements and procedures	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
4.6	Participation and responsiveness of principals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
4.7	Management of sub-consultants / Liaison with other consultants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
4.8	Planning, preparation and management of site investigation/field works	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
4.9	Relationship between consultants and the managing department	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
4.10	Public relations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0	
4.11	Adoption of Building Information Modelling	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0	
								60	0	0	0
								Performance Score		0	
								Bonus Score		0	
								Total Performance Score		0	

General Notes:

1. Mark appropriate box of performance (i.e. VG, G, S, P, VP) for each applicable item with "x".
2. Put "x" in the "NA" column for inapplicable items.
3. Fill in "Stage period" in months (to one decimal place) for the stage(s) in the quarter.
4. Critical assessment items are shown in bold italics (i.e. item 1.1(a), 2.1(a), 3.1, 4.1, 4.2 and 4.3). A "Very Poor" rating in any of these items will render the overall performance "Unacceptable".
5. Item 2.3 is a critical assessment item for Quantity Surveying (QS) consultancies only.
6. The performance scores displayed are rounded to 1 decimal place.
7. A bonus score will be added to the performance score if 3 or more of the following items are rated "G" or "VG":
 - (a) For Feasibility Study/Investigation Agreements and Design & Construction Agreements with Feasibility/Investigation Stage (EACSB) or Workstage 1/2 (AACSB):
 - Items 1.1(a), 1.1(b), 1.1(c), 1.1(d) and 4.2
 - (b) For Design & Construction Agreements and Feasibility Study/Investigation Agreements with Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB):
 - Items 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 4.2
 - (c) For AACSB QS Consultancy Agreements (Workstage 5/6):
 - Items 3.2, 3.4, 3.5, 3.6 and 4.2

Details of the bonus score system are given in Section 2.7.5 of the Guidance Notes in Appendix B of DEVB TC(W) No. 3/2016.

Legend:

(#) EM & A: Environmental Monitoring & Audit

Notes of computing Performance Score:

1. Max scores are predetermined weightings assigned to the item (could not be changed)
2. For applicable items, applicable max. score = max. score. For "NA" item, applicable max. score = 0
3. Grade Consultant's Score

VG (Very Good)	1.00 x applicable max score
G (Good)	0.75 x applicable max score
S (Satisfactory)	0.50 x applicable max score
P (Poor)	0.25 x applicable max score
VP (Very Poor)	0 x applicable max score

Guidance Notes for Completion of Consultants' Performance Reports

1. General

1.1 Consultants' performance reports should be completed with accurate and concise information, highlighting the consultants' strengths and weaknesses. The performance assessment of consultants in a consultancy agreement will be done by means of Interim Reports, a Final Report, and in exceptional circumstances, Special Reports using the same report form. These notes serve to provide guidelines in completing the performance reports.

2. Interim Report

2.1 Interim Reports shall be completed for quarters ending March/June/September/December. The report consists of two parts: Part I - Summary of Performance and Part II - Detailed Assessment of Performance. The Part II is further divided into two parts, i.e. the stage assessment and the general assessment. The stage assessment will focus on the aspects of performance specific to an individual stage of the assignment whereas the general assessment will focus on the aspects common to all stages. The Reporting Officer shall complete sections on all applicable stages relevant to the consultancy agreement and the section on the general assessment.

2.2 An Interim Report is required irrespective of whether the reporting period, during which the consultancy assignment is in progress, covers the entire quarter. For example, if an agreement was completed in February, an Interim Report shall still be submitted for reporting the consultant's performance in January and February, together with a separate Final Report as described in paragraph 3 below.

2.3 An Interim Report should also be submitted even if no detailed assessment could be made due to various reasons, such as no appreciable activity being carried out by the consultant or the assignment being suspended during the reporting quarter. To facilitate easy and quick lodging of such "no activity" or "no assessment" reports, the assessment aspects in Part II of the report are set by default as "NA". The Reporting Officer should include, in Section F of the report, a concise reason of submitting such a "no activity" or "no assessment" report. For such reports, no performance score will be computed. For consultancy under suspension which is registered in the CNPIS, the system will generate "NA" Interim Report automatically. Notwithstanding the above, if a consultant does not perform satisfactorily even when the required input is not significant, the procuring department should submit an Interim Report with proper assessment to reflect the poor performance.

2.4 Part I - Summary of Performance

2.4.1 Section A – Details of Agreement

The name of the consultant has to be selected from the list given in the CNPIS (approach the System administrator if no one on the list matches the name of the appointed consultant) and it should be the same as that appearing in the Memorandum of Agreement. If the consultancy agreement is awarded to a joint venture, all consultants in the joint venture should be identified. The User Manual

(which could be downloaded from the system) of CNPIS should be consulted regarding the way of treating joint ventures in the CNPIS.

2.4.2 Section B - Agreement Duration and Stage

Stage of work It refers to the stage of work to which the Interim Report applies. More than one stage may exist in the same reporting period.

Anticipated/Actual completion The anticipated completion date should be the latest forecast of the likely completion date based on an assessment of the actual progress and anticipated progress on uncompleted services. The actual completion date will be the date by which the Director's Representative is satisfied that the consultant has completed all necessary services under the agreement.

2.4.3 Section C – Fee (million) (some of the information will be captured automatically by the CNPIS from information kept under “Agreement Enquiry”)

Fee basis Lump sum /time charge /scale/percentage to be indicated

Original fee For lump sum fee basis, it refers to the approved lump sum fee as indicated in the Fee Proposal of the consultant. For time charge fee basis, it refers to the estimated fee based on the approved time charge rates and the notional time or the approved time charge ceiling as appropriate. For scale or percentage fee basis, it refers to the fee based on the agreed fee scale and the estimated construction cost. The original fee to be stated in this section need not include the approved fee ceiling for additional services.

Latest estimated fee The latest estimate of the final fee.

Actual fee The actual fee shall be reported in the Final Report. It shall be the final amount paid or payable to the consultant for the Agreement but excluding all out-of-pocket money paid to the consultant on reimbursement basis (i.e. it will include the lump sum, payment for additional services, price adjustment, RSS on-cost and etc.). If the final account has not yet been settled due to unsettled claims or other reasons, while the services under the assignment has been completed by the consultant, the Final Report could still be submitted, and in such case the Reporting Office should report here the latest estimate of the final fee taking into account all factors known at the time.

2.4.4 Section D – Total Performance Score

Upon completion of the detailed assessment in Part II of the report form, the CNPIS will calculate the total performance score and transfer it to this Section. The marking system is described in paragraph 2.5.

2.4.5 Section E - Overall Assessment (generated automatically by CNPIS based on the following criteria)

- (a) A "Very Poor" grading in any of the critical items (see paragraph 2.7 and Part II of the report form) will render the overall performance "Unacceptable", and hence an adverse report, irrespective of the total performance score.
- (b) If no critical assessment item is graded "Very Poor", the total performance score will determine the grading of the overall performance. The overall performance will be "Unacceptable" if the total performance score is less than 40 and the report will thus be classified as adverse. A "Good or above" grading should be given when the total performance score reaches 70 or above. In between, an "Acceptable" grading will be given.
- (c) The CNPIS will automatically classify whether a report is "adverse" or not based on (a) and (b) above. If the report concerned is adverse, the CNPIS will automatically extract from the database if this is a consecutive adverse report and the total number of adverse reports, including the one being prepared.
- (d) If no assessment was made on any aspects in Part II of the report, the overall grading will be taken as "NA".

2.4.6 Section F – Remarks by Reporting Officer

The Reporting Officer shall be an officer of a rank of senior professional or above. He/she should provide general comments on the consultant's performance in the reporting period. Elaboration should also be given for any aspects graded as "Very Good", "Good", "Poor" or "Very Poor". In case of an adverse report, reasons shall be given to substantiate the assessment.

2.4.7 Section G – Countersigning by Director's Representative

The Director's Representative shall review the assessment made by the Reporting Officer and satisfy himself/herself that the assessment is substantiated with evidence, particularly in the case of an adverse report.

2.4.8 Section H – Endorsement by Departmental Consultants Review Committee

The report should be endorsed by the Consultants Review Committee (CRC) of the department.

2.4.9 All parts of the Consultant's Performance Report shall be copied to the consultant to ensure transparency of the report system.

2.5 Marking System

2.5.1 The performance grading for individual aspect shall have the following meaning: -

VG (Very Good) denotes that the performance has been significantly and consistently better than that required by the Agreement.

G (Good)	denotes that the performance has consistently met and occasionally exceeded that required by the Agreement.
S (Satisfactory)	denotes that the performance has on average generally attained that required by the Agreement.
P (Poor)	denotes that the performance is below that required by the Agreement, though without serious deficiencies; or where instructions/reminders have to be repeatedly issued and the work has consistently to be redone in order to attain a satisfactory level; or the performance could only attain that required by the Agreement through enhanced supervision effort from the project office.
VP (Very Poor)	denotes that the performance is significantly below that required by the Agreement; or where instructions/reminders have to be repeatedly issued and the work has consistently to be redone but is still unable to attain a satisfactory level.

2.5.2 Intermediate grading is not allowed.

2.5.3 The scores for the various grades are:

<i>Grade</i>	<i>Scores</i>
Very Good (VG)	1.00 x applicable maximum score
Good (G)	0.75 x applicable maximum score
Satisfactory (S)	0.50 x applicable maximum score
Poor (P)	0.25 x applicable maximum score
Very Poor (VP)	0.00 x applicable maximum score

2.5.4 Each assessment item is assigned with a pre-determined "maximum score", which could not be changed, to reflect its weighting in the performance assessment.

2.5.5 Some assessment items may not be applicable. The Reporting Officer could mark such item(s) "NA" in the report (Part II). The corresponding "applicable maximum scores" for such item will then be set zero. For applicable items, the "applicable maximum score" will be equal to the "maximum score" for that item. The consultant's score for an assessment item is calculated by multiplying the rating of the grade (e.g. 0.5 for "Satisfactory") with the "applicable maximum score".

2.5.6 Stage Assessment

- (a) The procuring departments should complete their assessment under the appropriate stage(s) of the performance report form according to the type of agreement they have indicated or the nature of the assignment.
- (b) The maximum score for the stage assessment is 40 marks. The period of each stage, in case of multi-stage or other applicable situations, should be indicated in the "stage period" (in months rounded off to the 1st decimal place) in Part II of the report.

Single Stage Period

- (c) If there is only one stage in the whole quarter, a single-stage score will be computed out of a total of 40 marks, regardless of whether the report or the concerned stage occupy the entire 3 month reporting period.

For example, assume that some "NA" items exist such that:
 total applicable maximum score = 32, and
 the consultant's total score = 20.

The consultant's total score for the stage assessment has to be adjusted to the 40-mark level accordingly,
 i.e. $20/32 \times 40 = 25$, hence, the "adjusted score" = 25 for the stage assessment.

Multi-stage Period

- (d) In case there is more than one stage in the same quarter (either two or more stages carried out sequentially or a few stages carried out in parallel during the reporting quarter), the "adjusted scores" of respective stages will be computed with regard to the relative proportion of the stage concerned. Therefore, the stage period to be entered in Part II of the report for such case shall be the relative weights for each stage rather than the actual time span. The Reporting Officer may however need to assess the relative proportion taking into account resources deployed and other factors applicable for each stage (consultant's comments on this may be invited, if necessary, before completing the report form).

For example, assume that:

<i>Stage</i>	<i>Stage Period</i>	<i>Consultant's Score</i>
Investigation	1 month	30
Construction	3 months	36

Then, for Investigation Stage,
 adjusted score = $30 \times 1/(1+3) = 7.5$, and

for Construction Stage,
 adjusted score = $36 \times 3/(1+3) = 27$.

The combined adjusted score for the stage assessment = $7.5 + 27 = 34.5$.

- (e) For a consultancy agreement with a number of projects proceeding at different stages during the same reporting period, the Reporting Officer should consolidate the performance assessment in each stage by taking all projects in that stage as a whole for consideration. The Reporting Officer may need to consider the weight of individual project under the same consultancy and produce the report for submission.

2.5.7 General Assessment

The maximum score for the general assessment is 60 marks. The "adjusted score" will be the consultant's score under this section adjusted to the 60-mark level for "NA" items as illustrated in paragraph 2.4.6(c) above for the stage assessment. It is further noted that in some specialist assignments, the Reporting Officer may consider none of the stage assessment aspects relevant, hence the assessment is only given against the aspects in the general assessment section. In such exceptional case, the performance score shall be adjusted to the 100-mark level.

2.5.8 Performance Score

The performance score is the sum of the adjusted scores of the stage assessment and general assessment.

2.5.9 Total Performance Score

The total performance score is the sum of the performance score and the bonus score. It will determine the grading of the overall performance in Section E of Part I (refer to paragraph 2.4.5).

- 2.6 As mentioned in paragraph 2.5.6(a), departments shall determine the appropriate stage of an assignment, including the Environmental Monitoring & Audit (EM&A) assignments or any other assignments that are different in nature from a conventional engineering or architectural assignment. Nonetheless, as EM&A assignment is becoming more frequently engaged, it is referred to, in the following paragraphs, as an example of assessing it as an investigation assignment to illustrate how the performance aspects could flexibly apply to consultancy assignments of different nature. The Reporting Officer could also assess the consultant's performance using assessment aspects of different stages by setting a relative proportion of the different stages involved to suit assignments of different nature. However, for maintaining uniformity, the maximum score for each assessment aspect shall not be changed.

2.7 Guidance Notes for Part II – Detailed Assessment of Performance

The following guidance notes are provided to facilitate the assessment of individual aspect in Part II. Items with asterisk (*) are critical assessment items as mentioned in paragraph 2.4.5(a). A "Very Poor" grading in any of these critical items will result in an "Unacceptable" grading for the overall performance.

As this report is only for assessing the performance of the consultant with whom the consultancy agreement is entered. Discount should not be applied to the grading of the main consultant for any problem that is entirely due to the non-performance of sub-consultants who are not parties of the agreement. Nevertheless, in such case the ability of the main consultant in managing their sub-consultants would be questionable and should be examined by the Reporting Officer.

2.7.1 Feasibility/Investigation Stage

(a) Recommendations

(i) Quality of recommendation (*)

Criteria	Description
Methodology, judgement & constructive thoughts	Adopt appropriate methodology in accordance with established standards for the task, put forward recommendations & deliverables and identify risk, constraints and development opportunities with proper judgement and constructive thoughts
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, consultancy brief, circulars, guidelines, parameters and criteria, etc.
Recommendations & deliverables	Comply with development parameters, functional, value for money, practical, sustainable, and well-balanced recommendations & deliverables which weight favourably among technical, costs, risks, environment, health and safety, saving in manpower, public aspirations and other relevant factors

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Research & analysis	Comprehensive research into relevant background and detailed analysis taking into account the information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Other considerations	Visual performance, flexibility for planning, fast-tracking of works programme, mechanisation, prefabrication and other productivity enhancement, circulation efficiency, spatial and historical context, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and life cycle costs

Criteria	Description
Sustainable development	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Recommendations & deliverables which are compatible with the surrounding environment
Enhancement	Recommendations & deliverables which enhance the affected environment and minimize health & safety hazards
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient feature as appropriate (DEVB TCW No. 2/2015 refers)
Life cycle costs	Recommendations & deliverables with due regard to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes
Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including social, economical, environmental, health & safety, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the recommendations & deliverables to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

(b) Consultation and public engagement

Criteria	Description
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Public engagement	Sufficient and well organized public engagement activities
Collaboration of public inputs	Collaborate public inputs and resolve objections efficiently and effectively
Consultation materials	Consultation materials including presentation materials, models, animation, drawings, plans and figures which are legible, appealing to the readers, allowing the readers to visualize conceptual schemes proposed and in layman's terms which are also suitable for the general public

The assessment should be based on the consultants' performance in the process of consultation and public engagement, i.e. whether the consultant has diligently considered all stakeholders' views and come up with balanced recommendations. The assessment on consultants' performance should not be based only on the end results.

(c) Cost estimates & quality of reports

Criteria	Description
Cost estimates	Comprehensive, realistic, up-to-date and accurate (excluding factors outside consultants' control) with sufficient details to support the recommendations & deliverables including any cost reduction and expenditure levelling
Presentation	Clear, concise and convincing presentation in the reports and with sufficient details to support the recommendations & deliverables
Drawings, plans and figures	Drawings, plans and figures which are legible, appealing to the readers and allowing the readers to visualize conceptual schemes proposed in the recommendations & deliverables
Timeliness	Submit reports in time to meet the original programme

2.7.2 Design and Contract Stage

(a) Design solutions

(i) Quality of design (*)

Criteria	Description
Design	Functional, technically sound, practical, durable, value for money and compliant with design criteria
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Buildability	Adoption of “3-S Principle”, namely “Standardisation”, “Simplification”, “Single Integrated Elements”, incorporation of project and asset life cycle management and coordination, ease of construction, etc.
Other design considerations	Fast-tracking of works programme, circulation efficiency, aesthetics, mechanisation, maintainability, prefabrication and other productivity enhancements, etc. while balancing against other constraints, e.g. political, environment, health and safety, etc.

In case the project office identifies any serious design problem, e.g. inadequacy of design submission, significant overdesign or excessive provision, etc., a “Poor” or “Very Poor” rating shall be given, depending on the degree and extent of the problem identified.

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and life cycle costs

Criteria	Description
Sustainable construction	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Design solutions which are compatible with the surrounding environment
Enhancement	Design solutions which enhance the affected environment and minimize health and safety hazards
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Materials	Avoid using materials harmful to the environment and people
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient features as appropriate (DEVB TCW No. 2/2015 refers)
Life cycle costs	Cost effective design solutions with due regards to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes
Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including environmental, drainage, traffic, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the design solutions to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

(b) Consultation and public engagement

Criteria	Description
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Public engagement	Sufficient and well organized public engagement activities
Collaboration of public inputs	Collaborate public inputs and resolve objections efficiently and effectively
Consultation materials	Consultation materials including presentation materials, models, animation, drawings, plans and figures which are legible, appealing to the readers, allowing the readers to visualize conceptual schemes proposed and in layman's terms which are also suitable for the general public

The assessment should be based on the consultants' performance in the process of consultation and public engagement, i.e. whether the consultant has diligently considered all stakeholders' views and come up with balanced recommendations/design solutions. The assessment on consultants' performance should not be based only on the end results.

(c) Cost estimates & quality of tender documents/drawings (*)¹

Criteria	Description
Cost estimates	Comprehensive, realistic, up-to-date and accurate (excluding factors outside consultants' control) with sufficient details to support the recommendations & deliverables including any cost reduction and expenditure levelling
Contract arrangements	Select the most suitable contract packaging arrangements and types of contract for the works
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Quality	Contract documents and drawings which are complete, adequate and comprehensive for the works
Timeliness	Submit contract documents in time to meet the construction programme

(*)¹ Become a critical assessment item for Quantity Surveying consultancies.

(d) Tender assessment

Criteria	Description
Compliance	Comply with statutory requirements, tender assessment procedures, etc.
Technical support	Adequate technical support in facilitating a thorough tender assessment
Evaluation and recommendations	Thorough evaluation and sound recommendations with due regard to all relevant factors and considerations

2.7.3 Construction Stage

(a) Supervision of contractors (*)

Criteria	Description
Role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor	Adequately fulfil the role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor in the works contracts
Supervision and quality management	Perform close supervision of contractors and works according to Director's Representative approved quality site supervision plans to check that the contractors have met their obligations (including due submission of records of request for inspection and/or survey check) and delivered the works to the requisite specifications, standards, productivity enhancements and quality. Ensure timely signing-off and proper documentation of contemporaneous and traceable records of request for inspection and/or survey check
Health & safety and environmental management	Ensure contractors' compliance with the approved health & safety and environmental management plans to minimize health and safety hazards and impacts to the environment
Mitigation measures and follow-up actions	Take all necessary mitigation measures and follow-up actions promptly to ensure the quality, health & safety and environmental friendliness of the works as well as the completeness of records of requests for inspection and/or survey check

(b) Administration of contracts

Criteria	Description
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Impartiality & thoroughness	Administer the contracts impartially and thoroughly
Progress of works	Administer the contracts in a timely and professional manner including keeping the Director's Representative well informed of progress or works, productivity, milestone events and any latest development
Variation to contract works/change to works information	Handle variation orders, changes to works information, drawings, schedules, estimates and related matters necessary for completion of the works in a timely and effective manner
Handling of complaints & enquiries	Respond effectively and efficiently to complaints and enquiries by members of public, District Councils, etc.

The project office should review whether the variations or changes to works information are related to the quality of design or tender documents/drawings in the assessment of this item.

(c) Recruitment, supervision and administration of site staff

Criteria	Description
Establishment	Propose reasonable site staff establishment for different construction stages to ensure adequate supervision throughout the construction period
Recruitment	Recruit the suitable site staff with adequate qualification and experience at appropriate timing and in an open and fair manner
Management of site staff	Effective site staff management including administration and supervision of site staff according to Director's Representative approved quality site supervision plans

(d) Financial control of contracts

Criteria	Description
Measurements and expenditure	Monitor closely the measurement and expenditure of the contracts
Valuation of variations, changes to works information, claims and compensation events	Update timely the financial position including prompt valuation of variations, changes to works information, claims and compensation events
Reporting	Forecast forthcoming expenditure and keep the Director's Representative abreast of the financial position of the works contracts including the likely costs of major variations, changes to works information, claims and compensation events
Timeliness	Alert timely Director's Representative the likelihood of the approved budgetary expenditure being exceeded due to e.g. variations, changes to works information, claims, compensation events and other commitments and provide the necessary information and support

(e) Certification of interim payments/final accounts

Criteria	Description
Interim payments	Accurate and expeditious certification of interim payments
Final accounts	Accurate and expeditious preparation, settlement and certification of final accounts

(f) Handling of contractor's claims

Criteria	Description
Thoroughness, fairness and timeliness	Handle contractor's claims/compensation events/early warnings thoroughly, fairly and promptly. Prompt and detailed assessment of contractor's claims/compensation events and timely determination of the claims/compensation events in accordance with the time frame under the contract with reasons for acceptance or rejections of claims/compensation events
Reporting	Keep the Director's Representative abreast of contractor's monetary and Extension of Time claims/compensation events/early warnings and the progress in the handling of the claims/compensation events/early warnings/risk register

The project office should review the consultants' justifications for any non-compliance with the time frames for assessment of claims or compensation events in the assessment of this item.

(g) Provision of record drawings/manuals/other records

Criteria	Description
Compliance	Comply with statutory requirements, submission requirements upon completion of works, etc.
Timeliness	Efficient and timely provision of the record drawings, manuals and other records for the completion of the works
Quality	Accurate, appropriate, clear and comprehensive provision of record drawings, manuals and other records

(h) Provision of design input

Criteria	Description
Design input	Provide necessary design input during construction stage, including review of design assumptions, revisions in designs, preparation of further design, checking of contractors' design, etc., in a timely and responsible manner
Quality of design	Quality of design input during construction stage; or design issues identified during construction stage that reflect the quality of design developed at design stage

In case the project office identifies any serious problem associated with the design developed by the consultants, a "Poor" or "Very Poor" rating shall be given, depending on the degree and extent of the problem identified.

2.7.4 General

(a) Programming, progress reports and adherence to programme (*)²

Criteria	Description
Programme, updates and progress report	Provide regular, realistic, adequate clear and accurate programme, programme updates and progress reports, as appropriate in relation to the assignment and the project as a whole
Major critical activities and floats	Provide realistic programme by substantiating the time allowed in major critical activities and appropriate allocation of floats and time risk allowances in the programme
Adherence to programme	Adhere to programme to ensure that the milestones are achieved in a timely manner
Role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor	Fulfil the role as the Engineer/Architect/Supervising Officer/ Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor in relation to progress and programme of the contracts by thoroughly examining contractors' programme; closely monitoring the contractor's progress and taking prompt action to minimise any delay or better still recover any time lost; alerting the Director's Representative in advance the possible risk to the programme induced by any unforeseen factor

(*)² The assessment should not simply be based on the comparison between the latest programme and the baseline programme. However, in case of substantial programme slippage, reasons (e.g. factors outside the control of the consultants) should be given for not assigning the "Very Poor" grading to this criterion.

(b) Competency & adequacy of staff (*)

Criteria	Description
Qualified and experienced staff	Allocate adequate and appropriate qualified and experienced staff to the relevant posts for the assignment
Staffing proposal and manpower input	Adhere to the committed staffing proposal and manpower input
Performance	Devote the necessary amount of time and effort by the consultants' staff to the assignment to achieve the required performance

(c) Achievement of objectives and targets (*)

Criteria	Description
Objectives and targets	Fulfil the scope and achieve the objectives and targets of the Brief

(d) Effectiveness in surmounting problems

Criteria	Description
Prevention of problems	Capability in identifying potential problems so as to minimize problems from happening
Problems solving	Take the lead promptly in putting forward effective solutions to resolve problems

(e) Familiarization with and adherence to Government requirements and procedures

Criteria	Description
Government requirements and procedures	Familiar with and adhere to Government policies, procedures, technical memoranda, technical circulars, and design standards that have bearing on the project

(f) Participation and responsiveness of principals

Criteria	Description
Participation and responsiveness	At least one Partner or Director takes active interest in the assignment to the extent of attending relevant meetings with Government, and being fully conversant with the progress and relevant aspects of the assignment

(g) Management of sub-consultants / Liaison with other consultants

Criteria	Description
Effective management / Effective liaison	Manage effectively the performance of sub-consultants / Liaise effectively with other consultants
Coordination of sub-consultants' activities and works / Coordination of other consultants' work	Coordinate effectively the activities and works of sub-consultants / Coordinate effectively the work of and input from other consultants
Response to complaints / queries from Director's Representative	Respond promptly and efficiently to any complaints / queries from the Director's Representative relating to the services of the sub-consultants / other consultants

(h) Planning, preparation and management of site investigation/field works

Criteria	Description
Planning & preparation	Plan site investigation, field works and prepare proposals in appropriate and timely manner
Management	Proper administration of site investigation, field works and laboratory testing contracts

(i) Relationship between consultants and the managing department

Criteria	Description
Relationship with managing department	Approachable, helpful and maintain good working relationship with the managing department
Claim attitude	Maintain reasonable claim attitude

(j) Public relations

Criteria	Description
Presentation materials and attending external meetings	Provide adequate presentation materials and appropriate staff to attend meetings with statutory bodies, boards, council, committee and other public organizations
Relationship with the general public	Maintain good relationship with relevant public bodies, community organizations and the general public

(k) Adoption of Building Information Modelling (BIM)

Criteria	Description
BIM uses	Applicability and functionality meet the project requirements (e.g. facilitates project planning and decision making)
Quality	The BIM model contains sufficient details with accuracy and is optimal for project coordination throughout different project stages effectively
Timeliness	The BIM model is developed / updated in a timely manner that reflects the actual project progress

2.7.5 Bonus Score System

- (a) For (i) Feasibility Study / Investigation Agreements and (ii) Design & Construction Agreements with Feasibility / Investigation Stage (EACSB) or Workstage 1/2 (AACSB)

Total number of “G” or “VG” ratings in Items 1.1(a), 1.1(b), 1.1(c), 1.1(d) and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

- (b) For (i) Design & Construction Agreements and (ii) Feasibility Study / Investigation Agreements with Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB)

Total number of “G” or “VG” ratings in Items 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

- (c) For AACSB Quantity Surveying Consultancy Agreements [Workstage 5/6]

Total number of “G” or “VG” ratings in Items 3.2, 3.4, 3.5, 3.6 and 4.2	Bonus Score
3 “G” or “VG” ratings	3
4 “G” or “VG” ratings	4
5 “G” or “VG” ratings	5

Notes:

- 1) If the original performance score is less than 40, a bonus score shall not be applied to calculate the total performance score.
- 2) In case there is more than one stage in the same quarter, a bonus score from either one of the stages, whichever is greater, will be given disregarding the relative proportion of the stages concerned. Hence, the maximum bonus score to be granted is capped at 5 (i.e. from only one of the stages).

3. Final Report

3.1 The Final Report is a summary of the consultant's overall performance on the completion of the assignment as a whole and serves as a general post-completion review of consultants' strength and shortcomings. Only Part I of the report is required to be completed and completion of Part II is not needed, and the Final Report will not be used in formulating the consultant's Past Performance Rating. The Final Report should be submitted together with the last Interim Report upon completion or termination of an assignment.

3.2 Variation in Time and Fee

Reasons should be given for substantial variations in fee, cost and/or programme for the agreement. Comments should be included on any problems in negotiating fees with the consultant for additional services and achieving original programme and budget.

3.3 Assessment

The grading in Section E should be based on the overall assessment of performance over the duration of the agreement. The grading should be briefly elaborated in Section F.

In the remarks/comments' sections, the assessment officers should indicate whether they are satisfied with the consultant's performance, and highlight any specific qualities, strong points and/or major shortcomings with a view to enabling the consultants to seek continuous improvements.

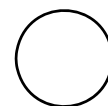
In assessing the overall performance, for a consultant whose performance has initially been unsatisfactory but subsequently improved sufficiently to complete the assignment, significance of issues and effect on the outcome should be taken into account in the assessment.

4. Special Report

4.1 In exceptional circumstances, e.g. upon identifying a major default of the consultant or any serious incident regarding adverse performance of the consultant in an assignment (in most cases the incident concerned happened in a previous reporting period hence the need of a Special Report in addition to the quarterly Interim Report) the procuring department should submit a Special Report on the performance of the consultant. Completion of a Special Report shall be the same as that for an Interim Report. The CRC of the procuring department should consider if regulating action should be taken against the consultants in accordance with paragraph 22 in Annex I of this Circular.

4.2 A Special Report may be submitted between the submission of the quarterly Interim Report and even after the submission of a Final Report, if warranted. The procuring department should elaborate on the incident covered in the Special Report in sufficient detail. In very exceptional cases, more than one Special Report can be lodged in a quarter if warranted.

MEMO



<p><i>From</i> Secretary for Development</p> <p><i>Ref.</i> () in DEVB(PS) 106/43</p> <p><i>Tel. No.</i> 3509 7279</p> <p><i>Fax No.</i> 2905 1181</p> <p><i>Date</i> 25 May 2020</p>	<p><i>To</i> Distribution</p> <p><i>(Attn:</i>)</p> <p><i>Your Ref.</i> </p> <p><i>Dated</i> <i>Fax No.</i> </p> <p><i>Total Pages</i> 3</p>
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**Development Bureau Technical Circular (Works) No. 3/2016
Management of Consultants' Performance**

**Submission, Signing-off and Documentation of
Requests for Inspection and/or Survey Check Forms**

The guidance notes for completion of consultants' performance reports are given at Appendix B of Annex I to DEVB TC(W) No. 3/2016. Section 2.7 of the guidance notes provides guidelines on the detailed assessment of individual aspects of performance.

2. In respect of consultants' performance during the construction stage, "supervision of contractors" is a critical assessment item. Amongst others, consultants have the obligation to ensure due submission, signing-off and documentation of requests for inspection and/or survey check (RISC) forms. Under the current procedures, such RISC forms should be submitted in advance by the contractor to enable the resident site staff to inspect, examine and/or measure the works in good time. The forms also serve as an important, contemporaneous and traceable record of the quality of works done.

3. Upon a review of the guidance notes, we consider it necessary to update the relevant assessment criteria so as to explicitly indicate areas that allow project officers to reflect the consultants' performance in the aforementioned aspect. In this connection, the descriptions of the two criteria, viz. (i) "supervision and quality management" and (ii) "mitigation measures and follow-up actions" under Section 2.7.3(a) of the guidance notes shall be amended as follows (changes highlighted in ***bold and italic***)

Criteria	Description
Supervision and quality management	<p><i>Perform</i> close supervision of contractors and works according to Director's Representative approved quality site supervision plans to check that the contractors have met their obligations (<i>including due submission of records of request for inspection and/or survey check</i>) and delivered the works to the requisite specifications, standards, productivity enhancements and quality.</p> <p><i>Ensure timely signing-off and proper documentation of contemporaneous and traceable records of request for inspection and/or survey check.</i></p>

Criteria	Description
Mitigation measures and follow-up actions	Take all necessary mitigation measures and follow-up actions promptly to ensure the quality, health & safety and environmental friendliness of the works <i>as well as the completeness of records of requests for inspection and/or survey check.</i>

4. This memo takes immediate effect. Please bring this memo to the attention of the project officers who are responsible for management of consultancy agreements.

5. If there are any enquiries, please contact Mr Steve Chan, AS(WP4)5 on tel. no. 3655 5282.

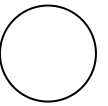
(Y K HO)
for Secretary for Development

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c.c.

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Secretary, AACSB
Secretary, EACSB



MEMO

<p><i>From</i> Secretary for Development</p> <p><i>Ref</i> (02VPB-01-14) in DEVB(PS) 106/43</p> <p><i>Tel. No.</i> 3509 8279</p> <p><i>Fax No.</i> 2905 1181</p> <p><i>Email</i> leunglkf@devb.gov.hk</p> <p><i>Date</i> 12 January 2017</p>	<p><i>To</i> Distribution</p> <p><i>(Attn : _____)</i></p> <p><i>Your Ref.</i> _____</p> <p><i>dated</i> _____</p> <p><i>Fax No.</i> _____</p> <p><i>Total Pages</i> 3 + Encl.</p>
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Development Bureau Technical Circular (Works) No. 3/2016 Management of Consultants' Performance

Application of paragraph 15 (part) and paragraph 22 of Annex I on recording of any incident/event of serious default or non-performance of a consultant which may not be specifically related to any consultancy agreement with fee exceeding the Quotation Limit

The first paragraph of the Development Bureau (DEVB) Technical Circular (Works) (TC(W)) No. 3/2016 (the "Technical Circular") states that the Technical Circular sets out the system pertaining to management of consultants' performance with respect to architectural or engineering related consultancy agreements each of value *exceeding the Quotation Limit set out in section 220 of the Stores and Procurement Regulations (SPR 220)*.

2. This memo is to clarify that notwithstanding the above, paragraph 15 on the part requiring departments procuring consultancy agreements to set up a Consultants Review Committee ("CRC") and paragraph 22 under "Regulating Actions (Other Circumstances)" in particular on the reporting system to AACSB / EACSB of Annex I of the Technical Circular shall also be applicable to the recording of any incident/event of serious default or non-performance of a consultant which may not be specifically related to any architectural or engineering related consultancy agreements each of value exceeding the Quotation Limit as set out in SPR 220.

3. To align the practice of the Government departments in recording any incident/event of serious default or non-performance of a consultant which may not be specifically related to any architectural or engineering related consultancy agreements each of value exceeding the Quotation Limit set out in SPR 220, the Government departments shall observe and comply with the following requirements:

- (i) If the CRC of the Government department set up under paragraph 15 of Annex I of the Technical Circular has imposed any suspension for the serious default or non-performance associated with architectural or engineering related consultancy agreements each of value not exceeding the Quotation Limit set out in SPR 220, it shall specify the suspension period and include the suspension record of their department in the report to AACSB/EACSB. Reference may be made to paragraphs 24 to 26 of Annex I of the Technical Circular for the suspension issue if appropriate. Before the original suspension period is about to elapse, the CRC of the Government department shall also inform AACSB/EACSB for any extension or lifting of the suspension and then record the decision of the CRC in the CNPIS.
- (ii) The CRC of the Government department should monitor any serious default or non-performance of the consultants including but not limited to those listed in items (i) to (viii) of paragraph 22 of Annex I of the Technical Circular.
- (iii) The CRC of the Government department shall report any incident/event of serious default or non-performance of a consultant to AACSB/EACSB prior to submitting the record of the incident/event for coordination in the Consultants' Performance Information System (CNPIS). The requirements in paragraph 22 of Annex I of the Technical Circular should also be observed.
- (iv) If any incident/event of serious default or non-performance of a consultant involves more than one Government department, DEVB shall coordinate and arrange for one of the departments to report to AACSB/EACSB where appropriate.

4. In this connection, to align the practice of the Government departments in the consultant selection exercises for architectural or engineering related consultancy agreements each of value not exceeding the Quotation Limit, the Government departments should take into account available information about the consultants' performance, including but not limited to suspension records of their departments for quotations, suspension records in relevant categories of AACSB/EACSB, other circumstance records, etc in the CNPIS when arriving at the decision for the selection of consultants for invitation of quotations under SPR 280(d) or approving acceptance of quotations under SPR 280(g). To enhance the openness of the consultants selection exercises, the sample clauses in the invitation documents for the consultancy services procured through the Quotation procedures are shown in the **Enclosure 1**.

5. Secretaries of AACSB and EACSB are requested to update the relevant Handbooks accordingly.

6. Please bring this memo to the attention of the project officers who are responsible for managing consultancies.
7. If you have any enquiry, please contact Mr. Benjamin K. H. CHAN, AS(WP)11, at Tel: 3509 8381 or email: benjaminkhchan@devb.gov.hk.

(Francis LEUNG)
for Secretary for Development

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	EDB	2127 4054

**Enclosure 1 - Sample Clauses for Incorporation in Invitation Documents
for Consultancy Services Procured through Quotation Procedures**

1. 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.
2. The following aspects shall also be taken into account in the assessment of the consultants' technical and fee proposals*/quotation submissions*.
 - (a) A consultant who is under suspension from bidding by the procuring department for quotations or by AACSB*/EACSB* in respect of relevant category(ies) shall not be shortlisted*/invited* for submission of technical and fee proposals*/quotation submission* for further consultancy assignments until the suspension is lifted. Bid already submitted by the consultant in response to invitations before the suspension from bidding, which is imposed after submission of technical and fee proposals*/quotation submission*, should continue to be assessed subject to further consideration as given in item (b) below. Bid submitted by the consultant who is under suspension from bidding, which is imposed before submission of technical and fee proposals*/quotation submission*, shall not be considered further.
 - (b) For (i) a consultant who is suspended from bidding by the procuring department for quotations or by AACSB*/EACSB* in respect of relevant category(ies) after he has submitted technical and fee proposals*/quotation submission* or (ii) a consultant, although not suspended from bidding but serious default or non-performance of him (such as those mentioned in paragraph 22 of Annex I of 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 Assessment Panel*/project office*, the Assessment Panel*/project office* shall carefully consider whether the technical and fee proposals*/quotation submission* of such consultant should be further processed. If the Assessment Panel*/project office* decides not to further process the bid of such consultant, the Assessment Panel*/project office* should seek endorsement from the relevant approval authority under Section 280(g) of the Stores and Procurement Regulations on such decision before continuing with the consultant selection exercise.

* Delete as appropriate

香港特別行政區政府

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**Works Branch
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Government Secretariat**

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Hong Kong

Ref : DEVB(PS)106/43

Group : 6

9 September 2016

Development Bureau

Technical Circular (Works) No. 3/2016

Management of Consultants' Performance

Scope

This Circular sets out the system pertaining to management of consultants' performance with respect to architectural or engineering related consultancy agreements each of value exceeding the Quotation Limit set out in section 220 of the Stores and Procurement Regulations (SPR 220).

Effective Date

2. This Circular takes effect from **1 October 2016**.

Effect on Existing Circulars

3. This Circular replaces Development Bureau (DEVB) Technical Circular (Works) (TC(W)) No. 1/2014.

4. This Circular shall be read in conjunction with the Handbook on Selection, Appointment and Administration of Architectural and Associated Consultants (the AACSB Handbook) and the Handbook on Selection, Appointment and Administration of Engineering and Associated Consultants (the EACSB Handbook).

Reporting and Management Mechanism

5. The mechanism for the reporting and management of consultants' performance is set out in **Annex I**.

Enquiries

6. Enquiries on this Circular should be addressed to Chief Assistant Secretary (Works)⁷.

(C K HON)

Permanent Secretary for Development (Works)

Mechanism for Reporting and Management of Consultants' Performance

Consultants' Performance Reporting

The System

1. Performance Reports on consultants shall be submitted using the CNPIS. The system, a web-based application, can be accessed through the Government Backbone Network (GNET) at URL: <https://cnpis.wgi.devb.hksarg/> or via the Departmental Portal. A user manual of the system can be downloaded from the web page of the system. Lodging, countersigning and endorsing a performance report shall be carried out by the Reporting Officer, Director's Representative (DR) and department's Consultants Review Committee (CRC) respectively via the CNPIS. There is an exception for Reporting Officers and DRs of Architectural Services Department (ArchSD) when dealing with consultancies of value exceeding the Quotation Limit set out in SPR 220. Performance Reporting on consultants of these consultancies are input into ArchSD's in-house system and endorsed in batches when uploading to the CNPIS. To effect the three-tier signing/endorsement of the performance reports, users of the CNPIS will be divided into different user groups which have different access right in the system. The different access rights are described in the user manual of the system. Departmental system administrators, one for each user department, are assigned the right to update and amend the user list of their departments. Nevertheless, users in the system are allowed to maintain and manage the user list at the same level or lower in the hierarchy of the user group in individual department in order to allow the workload to be shared.

Joint Venture

2. In case of an agreement undertaken by an unincorporated joint venture of a number of consultants, the performance report and the associated assessment shall be identically applied to each of the joint venture partners irrespective of the share of the individual joint venture partner in the agreement. An incorporated joint venture company, being a separate legal entity, will be treated as a new consultant, and the performance assessment on such consultant will not be applied to their parent companies. Moreover, the report will not be applied to any sub-consultant who does not have a contractual relationship with the department. Departments may keep

Annex I

separate reports on sub-consultants and formulate departmental ratings for such sub-consultants for their future reference, however any such report on sub-consultants should not be input into the CNPIS.

Interim Report

3. For all AACSB/EACSB consultancy agreements (i.e. pre-tender estimated value exceeding the Quotation Limit set out in section 220 of the Stores and Procurement Regulations (SPR 220)), an Interim Report on the performance of a consultant should be submitted for every quarter covered by the period from start to completion of an agreement and reporting should not be discontinued due to any change of Quotation Limit after the approval of the acceptance for the concerned agreement. The reporting periods for such quarterly Interim Reports end on the last day of March, June, September and December. The performance report form, mimicking its appearance as appeared on screen in the CNPIS, is given at **Appendix A** (the appearance and layout of the view/print version in PDF format is slightly different) and the guidance notes for completion of consultants' performance reports are attached at **Appendix B**. Upon filling in Part II – Detailed Assessment of Performance of the report form, a performance score will be computed for the report.

Final Report

4. In addition to the Interim Report for the last reporting quarter, a Final Report shall be submitted together with the last Interim Report upon completion or termination of an assignment using the same report form (**Appendix A**). The purpose of the Final Report is to give an overall assessment on the performance of a consultant throughout the entire duration of the assignment. This facilitates the procuring department to have a general review of the consultant's services and provide feedback to the consultant in order to help the consultant in seeking continuous improvement. Part II – Detailed Assessment of Performance of the report form is not required to be completed for a Final Report, i.e. no performance score will be computed for a Final Report.

Special Report

5. In exceptional circumstances, e.g. upon identifying a major default of the consultant or any serious incident regarding the performance of the consultant in an assignment, the procuring department should submit a Special Report on the

Annex I

performance of the consultant using the same report form (**Appendix A**). As such Special Report usually contains new information on the performance of the consultant, it is reasonable that such report should be accounted for in the compilation of the Past Performance Rating (PPR) of the consultant. Therefore, Part II of the performance report form should also be completed and the performance score will be used in computing the consultant's PPR in the same way as that of an Interim Report. A Special Report may be submitted between the submission of quarterly Interim Reports or even after the submission of the Final Report, if warranted. To ensure timely inclusion of the performance score for the computation of PPR, a Special Report needs not be submitted together with the quarterly Interim Reports but may be input into the CNPIS any time in a quarter.

6. Upon endorsement of any Interim Report, Final Report or Special Report on a consultant by a departmental CRC, the department shall print a full copy of the report from the CNPIS and forward it to the consultant concerned. As such copy is to be produced by the CNPIS, signing on the copy by the subject officers is not required.

Submission Deadline

7. All Interim Reports shall be submitted through the CNPIS not later than the 14th day of the month following the end of each assessment quarter, and submission is effected once the report is "endorsed" by the departmental CRC in the CNPIS. If the 14th day falls on a public holiday or a Saturday, the latest date for submission shall automatically be extended to the first working day immediately after the 14th day. The due date for submission of interim reports for a quarter is shown at **Appendix C**.

8. An Interim Report should also be submitted even if no detailed assessment could be made due to various reasons, such as no activity being carried out by the consultant or the assignment being suspended during the reporting quarter (see also paragraph 2.3 of **Appendix B**).

Consultants' Past Performance Rating (PPR)

9. A weighted average of the performance scores of a consultant obtained over the immediate past three years in all consultancies under each consultants selection board will be taken as the consultant's current PPR under the respective consultants

Annex I

selection board. The PPR is not further sub-divided for consultancies of different categories. Only the PPR under the corresponding consultants selection board should be used in a consultant selection exercise.

10. The formula for deriving the consultant's current PPR is described in the worked example given in **Appendix D**.

11. Compilation of the updated PPRs of consultants, a function in the CNPIS set to be executed only by DEVB, is carried out quarterly and at a time after the deadline of submission of Interim Reports. The CNPIS will generate the current PPRs based on the performance reports already input into the system.

12. Upon generation of the quarterly updated PPRs, the consultants will receive only by email (produced by the CNPIS) their individual PPR under the relevant consultants selection board at their email addresses provided to DEVB. Irrespective of the number of agreement(s) undertaken by any consultant, the CNPIS will only forward one email to a consultant regarding the PPR under each consultants selection board. Departments may enquire about the consultants' PPRs through accessing the CNPIS via their departmental portal or by direct login into the system through GNET. Quarterly updating of PPRs will be carried out on a pre-determined date given in the schedule at **Appendix C**. The updated PPR data will be generated even if there is an unsettled appeal on the consultants' performance report by the pre-determined date. Necessary amendments shall be made to the database when such appeal is settled. Nevertheless, any amendment made as a result of settlement of the appeal will not have any retrospective effect on the award of consultancies or decisions made in any consultant selection exercise that has already been conducted.

13. In order to promptly update the PPRs on successful appeals by consultants against any performance assessment (in such case, departments should void the original submitted reports and resubmit new ones) and Special Reports issued by departments, DEVB schedules regular updating on a monthly basis of generating updated PPR accounting for Special Reports or amended performance score arising from successful appeal by the consultants. Such special updating of PPR is normally carried out at midnight of the first calendar day of a month.

14. For smooth running of the system, departments shall strictly observe the deadline for submission of Interim Reports as specified in paragraph 7 above. A late report may not be accounted for in the quarterly PPR updating. In such case, the

performance score as given in such late report will be incorporated into the consultant's PPR in the updating as mentioned in paragraph 13 above or in the next quarterly updating whichever opportunity arises first. It is however noted that such late incorporation of consultant's performance score into the current PPR will not have any retrospective effect on the award of consultancies or decisions made in any consultant selection exercise that has already been conducted.

Management of and Regulating Actions on Poor Performers

Consultants Review Committee

15. Departments procuring consultancy agreements shall set up a Consultants Review Committee (CRC) to manage consultants' performance reporting and to take regulating actions (such as suspension from bidding) against poor performers. The composition and terms of reference are given at **Appendix E**.

Adverse Report

16. The consultant should be forewarned on his unsatisfactory performance, as far as possible, before the issue of an adverse report. The warning should be in the form of a letter signed by an officer of at least D2 level, and addressed to the consultant at principal level so that their senior personnel could be promptly alerted. The adverse reports should be adequately justified with facts and evidence.

Regulating Actions (Adverse Report)

17. Regarding the taking of regulating actions, consultancies are categorized such that the suspension will be confined to the concerned category, except under the circumstances described in paragraphs 21 and 22. Details of the categories are provided in **Appendix F**.

18. Normally only one category will be assigned to an assignment. However, in exceptional circumstances where more than one category has been assigned to an assignment, suspension will be applied to all the assigned categories.

19. In the case of a consultancy agreement being undertaken by an unincorporated joint venture, the suspension shall be applied to all individual

consultants in the joint venture.

20. A consultant shall be suspended from bidding for new agreements of the same category(ies) as the agreement being assessed for a minimum period of three months after receiving two consecutive adverse Interim Reports on an assignment. The period of suspension shall be extended to a minimum of twelve months, counting from the first day of the suspension, after receiving the third consecutive adverse Interim Report on the same assignment. The commencement date of suspension shall be determined by the CRC, and the consultant shall be notified in writing, and notwithstanding the above, the lifting of the suspension shall be determined by the CRC subject to consideration to be made in accordance with paragraph 24.

Regulating Actions (Technical Competence)

21. Technical competence of consultants would normally be assessed before they are engaged in Government consultancy agreements. However, it could not be precluded that some consultants may fall below the standard during the course of their service. As such, the Reporting Officer is required to assess and confirm if a consultant is technically competent in Section F of Part I of the Performance Report. To enhance consistency in assessment and taking follow up actions, some guidelines are provided as follows:

- (a) Technical incompetence is a serious assessment towards a consultant. Therefore such assessment must be carefully considered and substantially justified.
- (b) If a consultant is assessed as technically incompetent in a Performance Report (irrespective of whether it is an Interim Report, a Special Report or a Final Report), the consultant shall be suspended from bidding for further consultancies for at least six months in one or more of the categories under either the AACSB or EACSB to be determined by the CRC of the procuring department. For unincorporated joint ventures, the regulating action shall apply to all individual consultants in the joint venture. The commencement date of suspension shall be determined by the CRC.
- (c) The suspension shall only be lifted upon the CRC being satisfied that the consultant has become technically competent. In addition to those described in paragraph 24, if necessary, the CRC may also interview the

consultant's top management, conduct quality audit on the consultant's services and require the consultant to provide necessary evidence of improvement as appropriate.

Regulating Actions (Other Circumstances)

22. Apart from taking regulating action based on the number of consecutive adverse Interim Reports received by a consultant or any assessment indicating that the consultant is technically incompetent to undertake further assignment, Government may under other circumstances take regulating actions, including suspension of the consultant from bidding all categories of consultancies under AACSB and/or EACSB. Such circumstances shall include but not be limited to:

- (i) serious misconduct or suspected serious misconduct;
- (ii) failure or refusal to implement an accepted offer;
- (iii) court convictions;
- (iv) violation of laws;
- (v) poor integrity of his employees unless the consultant has taken reasonable measures to prevent or the misconduct is not within the control of the consultant;
- (vi) serious or suspected serious poor performance or other serious causes in any public or private sector project;
- (vii) bankruptcy or other financial problems; and
- (viii) public interest.

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

23. The Final Report and the Special Report will not be counted in the application of the rule mentioned in paragraph 20 regarding consecutive adverse reports for imposing regulating action. However, these reports may be taken as a reference or basis in taking regulating action in accordance with paragraph 21 or for special circumstances described in paragraph 22 and for the assessment panel to consider if a consultant should be longlisted or shortlisted in a consultant selection exercise.

24. When imposing a suspension, under any cause, of a consultant from bidding for Government consultancy agreements, the CRC is required to specify the suspension period by making reference to the minimum period stated in this Circular as appropriate. In all cases, the suspension lifting date should be subject to review by the CRC before the original suspension period is about to elapse. The CRC should consider the latest performance of the consultant in executing the assignment concerned, performance of the consultants in other projects, and any improvement measures carried out by the consultant in respect of his organization, staffing and company operating procedures, and other relevant information in order to decide if a suspension should be extended or lifted as originally scheduled.

Appeal

25. A consultant who does not agree with the performance assessment made on him or the regulating action imposed on him, may appeal in writing, with substantiations and supporting evidence, to the head of the department procuring the consultancy service within 14 calendar days from the date when the copy of the performance report or the suspension notice is sent to the consultant. The appeal can be delivered either by post or by email. Late submissions will not be considered. The head of department should decide on the case within one month if practicable, and such decision shall be final. Any imposed regulating actions will only be lifted when the head of department is satisfied that the appeal is sustained. If the appeal is sustained and the original assessment has to be amended, the procuring department shall void the original report and resubmit a new version in the CNPIS. The result of the successful appeal will not have any retrospective effect on the award of consultancies or decisions made in any consultant selection exercise that have already been conducted. A log of appeals from consultants should also be input into the CNPIS by the departments concerned.

Sub-consultants

26. Regulating actions will not be applied to sub-consultants who do not have direct contractual relationship with the department. However, in case of circumstances mentioned in paragraph 22 above found on any sub-consultants, regulating action of suspending the sub-consultants from bidding for Government agreement should also be considered by the procuring department.

Record of Regulating Actions

27. A record of regulating actions on consultants is maintained in the CNPIS and the departmental CRC imposing a suspension on a consultant should record the detail in the CNPIS immediately so that the information may be accessed by the other CNPIS users. Extension or lifting of the suspension should also be recorded in the CNPIS upon decision made by the CRC. To ensure that the consultants selection board(s) concerned is alerted of all the relevant suspension cases, departments are required to separately keep AACSB and/or EACSB informed of the imposition, extending and lifting of all suspension cases relevant to the board.

(This may not be the latest version as in the CNPIS which is updated from time to time)

RESTRICTED (CONTRACT)

Consultant's Performance Report

Part I - Summary of Performance Version: 1

Department :-
 Report for Quarter ending

A. Details of Agreement

Agreement No: Status:
 Agreement title: Created date:
 Category of consultancy: Created by:
 Type of Agreement: Updated date:
 Consultant's Name: Updated by:

B. Agreement Duration and Stage

Commencement date : Stage of work (for Interim/Special Report):

Original completion date : (for the whole assignment)	<input type="checkbox"/> Engineering	<input type="checkbox"/> Architectural
Anticipated completion date : <input type="text"/>	<input type="checkbox"/> Feasibility / Investigation	<input type="checkbox"/> Workstage 1 / 2
Actual completion date : <input type="text"/>	<input type="checkbox"/> Design and Contract	<input type="checkbox"/> Workstage 3 / 4
	<input type="checkbox"/> Construction	<input type="checkbox"/> Workstage 5 / 6

Reason for variation in time (for Final Report)

15000 characters remaining on your input limit

C. Fee

*Fee basis:

*Original Fee: \$M	<input type="text"/>	(excluding Notional Value)
Latest Estimated Fee: \$M	<input type="text"/>	(for Interim/Special/Final Report)
Actual Fee: \$M	<input type="text"/>	(for Final Report)

Reason for variation in fee (for Final Report)

15000 characters remaining on your input limit

D. Performance Score (Interim or Special Report Only)

Performance Score : 0
 (Please refer to Part II)

E. Overall Assessment

Overall Performance : G : Good or above
 Ac : Acceptable
 U : Unacceptable
 NA : Not Applicable

For Interim/Special Report:
 A "Very Poor" grading in any critical assessment item in Part II will render the overall performance "Unacceptable". If no such item is rated "Very Poor", the overall performance will be rated according to the performance score (PS):
 G: PS >= 70, Ac: 40 <= PS < 70, U: PS < 40.

This report is
 **This Report
 **This Report is the

(The report shall be "adverse" if the overall performance is "Unacceptable")
 a CONSECUTIVE ADVERSE INTERIM REPORT under the Assignment.
 ADVERSE REPORT(BOTH INTERIM and SPECIAL) under the Assignment.(the numbering of this adverse report)

F. Remarks by Reporting Officer (at a rank of senior professional or above):

(This may not be the latest version as in the CNPIS which is updated from time to time)

Is the Consultant technically competent? (please tick as appropriate)

Yes

No

Empty text input field with scrollbars.

15000 characters remaining on your input limit

If the performance of the consultant is in any respect "Poor" or "Very Poor", please indicate what actions have been taken to draw the consultant's attention to their shortcomings and the consultant's responses, if any:

Empty text input field with scrollbars.

15000 characters remaining on your input limit

Report By:

()

Title

Date

G. Countersigning by Director's Representative:

Supplementary comments, if any:

Empty text input field with scrollbars.

15000 characters remaining on your input limit

()

Director's Representative

Title

Date

H. Endorsement by Departmental Consultants Review Committee:

Supplementary comments, if any:

Empty text input field with scrollbars.

15000 characters remaining on your input limit

()

Chairman, Consultants Review Committee

Date

*The value of this field would be updated automatically according to the information of Agreement Master until the Performance Report has been frozen.

**The value of this field would be updated automatically based on the latest record information until the Performance Report has been frozen.

(This may not be the latest version as in the CNPIS which is updated from time to time)

CONSULTANTS PERFORMANCE REPORT													
Part II - Detailed Assessment of Performance													
Item	Aspects of Performance	VG	G	S	P	VP	NA	Max. Score	Applicable Max. Score	Consultant's Score	Weighted Score		
A.	Stage Assessment												
1	Feasibility / Investigation Stage (EACSB) or Workstage 1/2 (AACSB)												
1.1	Recommendations												
(a)	<i>Quality of recommendation</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0			
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0			
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0			
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	7	0	0			
1.2	Consultation and public engagement												
1.3	Cost estimates & quality of reports												
	Stage period :	<input type="text"/>	month(s)					40	0	0	0		
2	Design and Contract Stage (EACSB) or Workstage 3/4 (AACSB)												
2.1	Design solutions												
(a)	<i>Quality of design</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0			
(b)	Technical consideration	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0			
(c)	Consideration of environmental friendliness, energy efficiency, health & safety, and life cycle costs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0			
(d)	Consideration of alternatives and innovative ideas	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	3	0	0			
2.2	Consultation and public engagement												
2.3	Cost estimates & quality of tender documents/drawings (Note 5)												
2.4	Tender assessment												
	Stage period :	<input type="text"/>	month(s)					40	0	0	0		
3	Construction Stage (EACSB) or Workstage 5/6 (AACSB)												
3.1	<i>Supervision of contractors</i>												
3.2	Administration of contracts												
3.3	Recruitment, supervision and administration of site staff												
3.4	Financial control of contracts												
3.5	Certification of interim payments/final accounts												
3.6	Handling of contractor's claims												
3.7	Provision of record drawings/manuals/other records												
	Stage period :	<input type="text"/>	month(s)					40	0	0	0		

(This may not be the latest version as in the CNPIS which is updated from time to time)

B General Assessment											
4 Aspects for General Assessment											
4.1	<i>Programming, progress reports and adherence to programme</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0	
4.2	<i>Competency & adequacy of staff</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0	
4.3	<i>Achievement of objectives and targets</i>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	8	0	0	
4.4	Effectiveness in surmounting problems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0	
4.5	Familiarization with and adherence to Government requirements and procedures	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0	
4.6	Participation and responsiveness of principals	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	6	0	0	
4.7	Management of sub-consultants	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
4.8	Planning, preparation and management of site investigation/field works	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	5	0	0	
4.9	Relationship between consultants and the managing department	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
4.10	Public relations	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	4	0	0	
								60	0	0	0
Performance Score											
											0

General Notes:

1. Mark appropriate box of performance (i.e. VG, G, S, P, VP) for each applicable item with "x".
2. Put "x" in the "NA" column for inapplicable items.
3. Fill in "Stage period" in months (to one decimal place) for the stage(s) in the quarter.
4. Critical assessment items are shown in bold italics (i.e. item 1.1(a), 2.1(a), 3.1, 4.1, 4.2 and 4.3). A "Very Poor" rating in any of these items will render the overall performance "Unacceptable".
5. Item 2.3 is a critical assessment item for Quantity Surveying consultancies only.
6. The performance scores displayed are rounded to 1 decimal place.

Notes of computing Performance Score:

1. Max scores are predetermined weightings assigned to the item (could not be changed)
2. For applicable items, applicable max. score = max. score. For "NA" item, applicable max. score = 0
3. Grade Consultant's Score
 VG (Very Good or Above) 1.00 x applicable max score
 G (Good) 0.75 x applicable max score
 S (Satisfactory) 0.50 x applicable max score
 P (Poor) 0.25 x applicable max score
 VP (Very Poor) 0 x applicable max score

Legend:

(#) EM & A: Environmental Monitoring & Audit

Guidance Notes for Completion of Consultants' Performance Reports

1. General

1.1 Consultants' performance reports should be completed with accurate and concise information, highlighting the consultants' strengths and weaknesses. The performance assessment of consultants in a consultancy agreement will be done by means of Interim Reports, a Final Report, and in exceptional circumstances, Special Reports using the same report form. These notes serve to provide guidelines in completing the performance reports.

2. Interim Report

2.1 Interim Reports shall be completed for quarters ending March/June/September/December. The report consists of two parts: Part I - Summary of Performance and Part II - Detailed Assessment of Performance. The Part II is further divided into two parts, i.e. the stage assessment and the general assessment. The stage assessment will focus on the aspects of performance specific to an individual stage of the assignment whereas the general assessment will focus on the aspects common to all stages. The Reporting Officer shall complete sections on all applicable stages relevant to the consultancy agreement and the section on the general assessment.

2.2 An Interim Report is required irrespective of whether the reporting period, during which the consultancy assignment is in progress, covers the entire quarter. For example, if an agreement was completed in February, an Interim Report shall still be submitted for reporting the consultant's performance in January and February, together with a separate Final Report as described in paragraph 3 below.

2.3 An Interim Report should also be submitted even if no detailed assessment could be made due to various reasons, such as no appreciable activity being carried out by the consultant or the assignment being suspended during the reporting quarter. To facilitate easy and quick lodging of such "no activity" or "no assessment" reports, the assessment aspects in Part II of the report are set by default as "NA". The Reporting Officer should include, in Section F of the report, a concise reason of submitting such a "no activity" or "no assessment" report. For such reports, no performance score will be computed. For consultancy under suspension which is registered in the CNPIS, the system will generate "NA" Interim Report automatically. Notwithstanding the above, if a consultant does not perform satisfactorily even when the required input is not significant, the procuring department should submit an Interim Report with proper assessment to reflect the poor performance.

2.4 Part I - Summary of Performance

2.4.1 Section A – Details of Agreement

The name of the consultant has to be selected from the list given in the CNPIS (approach the System administrator if no one on the list matches the name of the appointed consultant) and it should be the same as that appearing in the Memorandum of Agreement. If the consultancy agreement is awarded to a joint venture, all consultants in the joint venture should be identified. The User Manual

(which could be downloaded from the system) of CNPIS should be consulted regarding the way of treating joint ventures in the CNPIS.

2.4.2 Section B - Agreement Duration and Stage

Stage of work It refers to the stage of work to which the Interim Report applies. More than one stage may exist in the same reporting period.

Anticipated/Actual completion The anticipated completion date should be the latest forecast of the likely completion date based on an assessment of the actual progress and anticipated progress on uncompleted services. The actual completion date will be the date by which the Director's Representative is satisfied that the consultant has completed all necessary services under the agreement.

2.4.3 Section C – Fee (million) (some of the information will be captured automatically by the CNPIS from information kept under “Agreement Enquiry”)

Fee basis Lump sum /time charge /scale/percentage to be indicated

Original fee For lump sum fee basis, it refers to the approved lump sum fee as indicated in the Fee Proposal of the consultant. For time charge fee basis, it refers to the estimated fee based on the approved time charge rates and the notional time or the approved time charge ceiling as appropriate. For scale or percentage fee basis, it refers to the fee based on the agreed fee scale and the estimated construction cost. The original fee to be stated in this section need not include the approved fee ceiling for additional services.

Latest estimated fee The latest estimate of the final fee.

Actual fee The actual fee shall be reported in the Final Report. It shall be the final amount paid or payable to the consultant for the Agreement but excluding all out-of-pocket money paid to the consultant on reimbursement basis (i.e. it will include the lump sum, payment for additional services, price adjustment, RSS on-cost and etc.). If the final account has not yet been settled due to unsettled claims or other reasons, while the services under the assignment has been completed by the consultant, the Final Report could still be submitted, and in such case the Reporting Office should report here the latest estimate of the final fee taking into account all factors known at the time.

2.4.4 Section D – Performance Score

Upon completion of the detailed assessment in Part II of the report form, the CNPIS will calculate the performance score and transfer it to this Section. The marking system is described in paragraph 2.5.

2.4.5 Section E - Overall Assessment (generated automatically by CNPIS based on the following criteria)

- (a) A "Very Poor" grading in any of the critical items (see paragraph 2.7 and Part II of the report form) will render the overall performance "Unacceptable", and hence an adverse report, irrespective of the performance score.
- (b) If no critical assessment item is graded "Very Poor", the performance score will determine the grading of the overall performance. The overall performance will be "Unacceptable" if the performance score is less than 40 and the report will thus be classified as adverse. A "Good or above" grading should be given when the performance score reaches 70 or above. In between, an "Acceptable" grading will be given.
- (c) The CNPIS will automatically classify whether a report is "adverse" or not based on (a) and (b) above. If the report concerned is adverse, the CNPIS will automatically extract from the database if this is a consecutive adverse report and the total number of adverse reports, including the one being prepared.
- (d) If no assessment was made on any aspects in Part II of the report, the overall grading will be taken as "NA".

2.4.6 Section F – Remarks by Reporting Officer

The Reporting Officer shall be an officer of a rank of senior professional or above. He/she should provide general comments on the consultant's performance in the reporting period. Elaboration should also be given for any aspects graded as "Very Good", "Good", "Poor" or "Very Poor". In case of an adverse report, reasons shall be given to substantiate the assessment.

2.4.7 Section G – Countersigning by Director's Representative

The Director's Representative shall review the assessment made by the Reporting Officer and satisfy himself/herself that the assessment is substantiated with evidence, particularly in the case of an adverse report.

2.4.8 Section H – Endorsement by Departmental Consultants Review Committee

The report should be endorsed by the Consultants Review Committee (CRC) of the department.

2.4.9 All parts of the Consultant's Performance Report shall be copied to the consultant to ensure transparency of the report system.

2.5 Marking System

2.5.1 The performance grading for individual aspect shall have the following meaning: -

VG (Very Good) denotes that the performance has been significantly and consistently better than that required by the Agreement.

G (Good) denotes that the performance has consistently met

and occasionally exceeded that required by the Agreement.

S (Satisfactory) denotes that the performance has on average generally attained that required by the Agreement.

P (Poor) denotes that the performance is below that required by the Agreement, though without serious deficiencies; or where instructions/reminders have to be repeatedly issued and the work has consistently to be redone in order to attain a satisfactory level; or the performance could only attain that required by the Agreement through enhanced supervision effort from the project office.

VP (Very Poor) denotes that the performance is significantly below that required by the Agreement; or where instructions/reminders have to be repeatedly issued and the work has consistently to be redone but is still unable to attain a satisfactory level.

2.5.2 Intermediate grading is not allowed.

2.5.3 The scores for the various grades are:

<i>Grade</i>	<i>Scores</i>
Very Good (VG)	1.00 x applicable maximum score
Good (G)	0.75 x applicable maximum score
Satisfactory (S)	0.50 x applicable maximum score
Poor (P)	0.25 x applicable maximum score
Very Poor (VP)	0.00 x applicable maximum score

2.5.4 Each assessment item is assigned with a pre-determined "maximum score", which could not be changed, to reflect its weighting in the performance assessment.

2.5.5 Some assessment items may not be applicable. The Reporting Officer could mark such item(s) "NA" in the report (Part II). The corresponding "applicable maximum scores" for such item will then be set zero. For applicable items, the "applicable maximum score" will be equal to the "maximum score" for that item. The consultant's score for an assessment item is calculated by multiplying the rating of the grade (e.g. 0.5 for "Satisfactory") with the "applicable maximum score".

2.5.6 Stage Assessment

- (a) The procuring departments should complete their assessment under the appropriate stage(s) of the performance report form according to the type of agreement they have indicated or the nature of the assignment.

- (b) The maximum score for the stage assessment is 40 marks. The period of each stage, in case of multi-stage or other applicable situations, should be indicated in the "stage period" (in months rounded off to the 1st decimal place) in Part II of the report.

Single Stage Period

- (c) If there is only one stage in the whole quarter, a single-stage score will be computed out of a total of 40 marks, regardless of whether the report or the concerned stage occupy the entire 3 month reporting period.

For example, assume that some "NA" items exist such that:
total applicable maximum score = 32, and
the consultant's total score = 20.

The consultant's total score for the stage assessment has to be adjusted to the 40-mark level accordingly,
i.e. $20/32 \times 40 = 25$, hence, the "adjusted score" = 25 for the stage assessment.

Multi-stage Period

- (d) In case there is more than one stage in the same quarter (either two or more stages carried out sequentially or a few stages carried out in parallel during the reporting quarter), the "adjusted scores" of respective stages will be computed with regard to the relative proportion of the stage concerned. Therefore, the stage period to be entered in Part II of the report for such case shall be the relative weights for each stage rather than the actual time span. The Reporting Officer may however need to assess the relative proportion taking into account resources deployed and other factors applicable for each stage (consultant's comments on this may be invited, if necessary, before completing the report form).

For example, assume that:

<i>Stage</i>	<i>Stage Period</i>	<i>Consultant's Score</i>
Investigation	1 month	30
Construction	3 months	36

Then, for Investigation Stage,
adjusted score = $30 \times 1/(1+3) = 7.5$, and

for Construction Stage,
adjusted score = $36 \times 3/(1+3) = 27$.

The combined adjusted score for the stage assessment = $7.5 + 27 = 34.5$.

- (e) For a consultancy agreement with a number of projects proceeding at different stages during the same reporting period, the Reporting Officer should consolidate the performance assessment in each stage by taking all projects in that stage as a whole for consideration. The Reporting Officer may need to consider the weight of individual project under the same consultancy and produce the report for submission.

2.5.7 General Assessment

The maximum score for the general assessment is 60 marks. The "adjusted score" will be the consultant's score under this section adjusted to the 60-mark level for "NA" items as illustrated in paragraph 2.4.6(c) above for the stage assessment. It is further noted that in some specialist assignments, the Reporting Officer may consider none of the stage assessment aspects relevant, hence the assessment is only given against the aspects in the general assessment section. In such exceptional case, the performance score shall be adjusted to the 100-mark level.

2.5.8 Performance Score

The performance score is the sum of the adjusted scores of the stage assessment and general assessment. It will determine the grading of the overall performance in Section E of Part I (refer to paragraph 2.4.5).

2.6 As mentioned in paragraph 2.5.6(a), departments shall determine the appropriate stage of an assignment, including the Environmental Monitoring & Audit (EM&A) assignments or any other assignments that are different in nature from a conventional engineering or architectural assignment. Nonetheless, as EM&A assignment is becoming more frequently engaged, it is referred to, in the following paragraphs, as an example of assessing it as an investigation assignment to illustrate how the performance aspects could flexibly apply to consultancy assignments of different nature. The Reporting Officer could also assess the consultant's performance using assessment aspects of different stages by setting a relative proportion of the different stages involved to suit assignments of different nature. However, for maintaining uniformity, the maximum score for each assessment aspect shall not be changed.

2.7 Guidance Notes for Part II – Detailed Assessment of Performance

The following guidance notes are provided to facilitate the assessment of individual aspect in Part II. Items with asterisk (*) are critical assessment items as mentioned in paragraph 2.4.5(a). A "Very Poor" grading in any of these critical items will result in an "Unacceptable" grading for the overall performance.

As this report is only for assessing the performance of the consultant with whom the consultancy agreement is entered. Discount should not be applied to the grading of the main consultant for any problem that is entirely due to the non-performance of sub-consultants who are not parties of the agreement. Nevertheless, in such case the ability of the main consultant in managing their sub-consultants would be questionable and should be examined by the Reporting Officer.

2.7.1 Feasibility/Investigation Stage

(a) Recommendations

(i) Quality of recommendation (*)

Criteria	Description
Methodology, judgement & constructive thoughts	Adopt appropriate methodology in accordance with established standards for the task, put forward recommendations & deliverables and identify risk, constraints and development opportunities with proper judgement and constructive thoughts
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, consultancy brief, parameters and criteria, etc.
Recommendations & deliverables	Comply with development parameters, functional, economical, practical, sustainable, and well-balanced recommendations & deliverables which weight favourably among technical, costs, risks, environment, health and safety, saving in manpower, public aspirations and other relevant factors

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Research & analysis	Comprehensive research into relevant background and detailed analysis taking into account the information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Other considerations	Visual performance, flexibility for planning, fast-tracking of works programme, mechanisation, prefabrication and other productivity enhancement, circulation efficiency, spatial and historical context, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and life cycle costs

Criteria	Description
Sustainable development	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Recommendations & deliverables which are compatible with the surrounding environment
Enhancement	Recommendations & deliverables which enhance the affected environment and minimize health & safety hazards
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient feature as appropriate (DEVB TCW No. 2/2015 refers)
Life cycle costs	Recommendations & deliverables with due regard to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes
Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including social, economical, environmental, health & safety, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the recommendations & deliverables to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

(b) Consultation and public engagement

Criteria	Description
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Public engagement	Sufficient and well organized public engagement activities
Collaboration of public inputs	Collaborate public inputs and resolve objections efficiently and effectively
Consultation materials	Consultation materials including presentation materials, models, animation, drawings, plans and figures which are legible, appealing to the readers, allowing the readers to visualize conceptual schemes proposed and in layman's terms which are also suitable for the general public

The assessment should be based on the consultants' performance in the process of consultation and public engagement, i.e. whether the consultant has diligently considered all stakeholders' views and come up with balanced recommendations. The assessment on consultants' performance should not be based only on the end results.

(c) Cost estimates & quality of reports

Criteria	Description
Cost estimates	Comprehensive, realistic, up-to-date and accurate (excluding factors outside consultants' control) with sufficient details to support the recommendations & deliverables including any cost reduction and expenditure levelling
Presentation	Clear, concise and convincing presentation in the reports and with sufficient details to support the recommendations & deliverables
Drawings, plans and figures	Drawings, plans and figures which are legible, appealing to the readers and allowing the readers to visualize conceptual schemes proposed in the recommendations & deliverables
Timeliness	Submit reports in time to meet the original programme

2.7.2 Design and Contract Stage

(a) Design solutions

(i) Quality of design (*)

Criteria	Description
Design	Functional, economical, technically sound, practical, durable and compliant with design criteria
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, parameters and criteria, etc.
Other design considerations	Ease of construction, fast-tracking of works programme, circulation efficiency, aesthetics, mechanisation, prefabrication and other productivity enhancements, effective use of building information modelling (BIM), etc. while balancing against other constraints, e.g. political, environment, health and safety, etc.

(ii) Technical consideration

Criteria	Description
Collection, interpretation and use of information & data	Collect all relevant information and data, correct interpretation and make good use of information and data collected
Site investigation, survey and consultation	Sufficient and well-planned site survey, investigation and consultation with authorities, government departments and stakeholders
Impact assessment	Thorough impact assessment, e.g. archaeological, drainage, environmental, geotechnical, heritage, sewerage, traffic, visual, waterworks, etc.

(iii) Consideration of environmental friendliness, energy efficiency, health & safety and life cycle costs

Criteria	Description
Sustainable construction	Reduce usage of non-renewable resources and relate people with the natural environment
Land intake	Minimise land intake in environmentally sensitive areas
Compatibility	Design solutions which are compatible with the surrounding environment

Enhancement	Design solutions which enhance the affected environment and minimize health and safety hazards
Mitigation measures	Adequate and effective mitigation measures to reduce environmental impact and health & safety hazards throughout construction, operation, maintenance and subsequent replacement
Materials	Avoid using materials harmful to the environment and people
Renewable energy technology and energy efficient features	Adopt renewable energy technology and energy efficient features as appropriate (DEVB TCW No. 2/2015 refers)
Life cycle costs	Cost effective design solutions with due regards to the total cost over the project life to optimize the costs of construction, operation, maintenance and subsequent replacement with the initial project cost vis-à-vis life cycle costs reduced and expenditure programme levelled as far as practicable

(iv) Consideration of alternatives and innovative ideas

Criteria	Description
Exploration of alternatives & innovative ideas	Explore comprehensively, creatively, and imaginatively alternatives and innovative schemes
Assessment of alternatives & innovative ideas	Balance thoroughly the merits of alternatives and innovative schemes against costs, risks and impacts (including environmental, drainage, traffic, saving in manpower, etc.)
Application of innovative ideas	Apply innovative ideas in the design solutions to enhance quality, mechanisation, prefabrication and other productivity enhancements, optimize costs, and minimize risks & impacts

(b) Consultation and public engagement

Criteria	Description
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Public engagement	Sufficient and well organized public engagement activities
Collaboration of public inputs	Collaborate public inputs and resolve objections efficiently and effectively

Consultation materials	Consultation materials including presentation materials, models, animation, drawings, plans and figures which are legible, appealing to the readers, allowing the readers to visualize conceptual schemes proposed and in layman's terms which are also suitable for the general public
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The assessment should be based on the consultants' performance in the process of consultation and public engagement, i.e. whether the consultant has diligently considered all stakeholders' views and come up with balanced recommendations/design solutions. The assessment on consultants' performance should not be based only on the end results.

(c) Cost estimates & quality of tender documents/drawings (*)¹

Criteria	Description
Cost estimates	Comprehensive, realistic, up-to-date and accurate (excluding factors outside consultants' control) with sufficient details to support the recommendations & deliverables including any cost reduction and expenditure levelling
Contract arrangements	Select the most suitable contract packaging arrangements and types of contract for the works
Consultation	Consult and incorporate as appropriate comments from authorities, government departments and stakeholders
Quality	Contract documents and drawings which are complete, adequate and comprehensive for the works
Timeliness	Submit contract documents in time to meet the construction programme

(*)¹ Become a critical assessment item for Quantity Surveying consultancies.

(d) Tender assessment

Criteria	Description
Compliance	Comply with statutory requirements, tender assessment procedures, etc.
Technical support	Adequate technical support in facilitating a thorough tender assessment
Evaluation and recommendations	Thorough evaluation and sound recommendations with due regard to all relevant factors and considerations

2.7.3 Construction Stage

(a) Supervision of contractors (*)

Criteria	Description
Role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor	Adequately fulfil the role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor in the works contracts
Supervision and quality management	Close supervision of contractors and works according to Director's Representative approved quality site supervision plans to check that the contractors have met their obligations and delivered the works to the requisite specifications, standards, productivity enhancements and quality
Health & safety and environmental management	Ensure contractors' compliance with the approved health & safety and environmental management plans to minimize health and safety hazards and impacts to the environment
Mitigation measures and follow-up actions	Take all necessary mitigation measures and follow-up actions promptly to ensure the quality, health & safety and environmental friendliness of the works

(b) Administration of contracts

Criteria	Description
Statutory submission & compliance	Fulfil timely and effectively statutory submission requirements of various ordinances and regulations and comply with all relevant statutory requirements, code of practice, consultancy brief, design codes, circulars, guidelines, parameters and criteria, etc.
Impartiality & thoroughness	Administer the contracts impartially and thoroughly
Progress of works	Administer the contracts in a timely and professional manner including keeping the Director's Representative well informed of progress or works, productivity, milestone events and any latest development
Variation to contract works/change to works information	Fulfil timely and effectively necessary revisions in designs and preparation of further design, variation orders, changes to works information, drawings, schedules, estimates and related matters necessary for completion of the works

Handling of complaints & enquiries	Respond effectively and efficiently to complaints and enquiries by members of public, District Councils, etc.
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The project office should review whether the variations or changes to works information are related to the quality of design or tender documents/drawings in the assessment of this item.

(c) Recruitment, supervision and administration of site staff

Criteria	Description
Establishment	Propose reasonable site staff establishment for different construction stages to ensure adequate supervision throughout the construction period
Recruitment	Recruit the suitable site staff with adequate qualification and experience at appropriate timing and in an open and fair manner
Management of site staff	Effective site staff management including administration and supervision of site staff according to Director's Representative approved quality site supervision plans

(d) Financial control of contracts

Criteria	Description
Measurements and expenditure	Monitor closely the measurement and expenditure of the contracts
Valuation of variations, changes to works information, claims and compensation events	Update timely the financial position including prompt valuation of variations, changes to works information, claims and compensation events
Reporting	Forecast forthcoming expenditure and keep the Director's Representative abreast of the financial position of the works contracts including the likely costs of major variations, changes to works information, claims and compensation events
Timeliness	Alert timely Director's Representative the likelihood of the approved budgetary expenditure being exceeded due to e.g. variations, changes to works information, claims, compensation events and other commitments and provide the necessary information and support

(e) Certification of interim payments/final accounts

Criteria	Description
Interim payments	Accurate and expeditious certification of interim payments
Final accounts	Accurate and expeditious preparation, settlement and certification of final accounts

(f) Handling of contractor's claims

Criteria	Description
Thoroughness, fairness and timeliness	Handle contractor's claims/compensation events/early warnings thoroughly, fairly and promptly. Prompt and detailed assessment of contractor's claims/compensation events and timely determination of the claims/compensation events in accordance with the time frame under the contract with reasons for acceptance or rejections of claims/compensation events
Reporting	Keep the Director's Representative abreast of contractor's monetary and Extension of Time claims/compensation events/early warnings and the progress in the handling of the claims/compensation events/early warnings/risk register

The project office should review the consultants' justifications for any non-compliance with the time frames for assessment of claims or compensation events in the assessment of this item.

(g) Provision of record drawings/manuals/other records

Criteria	Description
Compliance	Comply with statutory requirements, submission requirements upon completion of works, etc.
Timeliness	Efficient and timely provision of the record drawings, manuals and other records for the completion of the works
Quality	Accurate, appropriate, clear and comprehensive provision of record drawings, BIM models, manuals and other records

2.7.4 General

(a) Programming, progress reports and adherence to programme (*)²

Criteria	Description
Programme, updates and progress report	Provide regular, realistic, adequate clear and accurate programme, programme updates and progress reports, as appropriate in relation to the assignment and the project as a whole
Major critical activities and floats	Provide realistic programme by substantiating the time allowed in major critical activities and appropriate allocation of floats and time risk allowances in the programme

Adherence to programme	Adhere to programme to ensure that the milestones are achieved in a timely manner
Role as the Engineer/Architect/Supervising Officer/Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor	Fulfil the role as the Engineer/Architect/Supervising Officer/ Surveyor/Project Manager/Project Manager's Delegate/Services Manager/Supervisor in relation to progress and programme of the contracts by thoroughly examining contractors' programme; closely monitoring the contractor's progress and taking prompt action to minimise any delay or better still recover any time lost; alerting the Director's Representative in advance the possible risk to the programme induced by any unforeseen factor

(*)² The assessment should not simply be based on the comparison between the latest programme and the baseline programme. However, in case of substantial programme slippage, reasons (e.g. factors outside the control of the consultants) should be given for not assigning the “Very Poor” grading to this criterion.

(b) Competency & adequacy of staff (*)

Criteria	Description
Qualified and experienced staff	Allocate adequate and appropriate qualified and experienced staff to the relevant posts for the assignment
Staffing proposal and manpower input	Adhere to the committed staffing proposal and manpower input
Performance	Devote the necessary amount of time and effort by the consultants' staff to the assignment to achieve the required performance

(c) Achievement of objectives and targets (*)

Criteria	Description
Objectives and targets	Fulfil the scope and achieve the objectives and targets of the Brief

(d) Effectiveness in surmounting problems

Criteria	Description
Prevention of problems	Capability in identifying potential problems so as to minimize problems from happening
Problems solving	Take the lead promptly in putting forward effective solutions to resolve problems

(e) Familiarization with and adherence to Government requirements and procedures

Criteria	Description
Government requirements and procedures	Familiar with and adhere to Government policies, procedures, technical memoranda, technical circulars, and design standards that have bearing on the project

(f) Participation and responsiveness of principals

Criteria	Description
Participation and responsiveness	At least one Partner or Director takes active interest in the assignment to the extent of attending relevant meetings with Government, and being fully conversant with the progress and relevant aspects of the assignment

(g) Management of sub-consultants

Criteria	Description
Effective management	Manage effectively the performance of sub-consultants
Coordination of sub-consultants' activities and works	Coordinate effectively the activities and works of sub-consultants
Response to complaints from Director's Representative	Respond promptly and efficiently to any complaints from the Director's Representative relating to the services of the sub-consultants

(h) Planning, preparation and management of site investigation/field works

Criteria	Description
Planning & preparation	Plan site investigation, field works and prepare proposals in appropriate and timely manner
Management	Proper administration of site investigation, field works and laboratory testing contracts

(i) Relationship between consultants and the managing department

Criteria	Description
Relationship with managing department	Approachable, helpful and maintain good working relationship with the managing department
Claim attitude	Maintain reasonable claim attitude

(j) Public relations

Criteria	Description
Presentation materials and attending external meetings	Provide adequate presentation materials and appropriate staff to attend meetings with statutory bodies, boards, council, committee and other public organizations
Relationship with the general public	Maintain good relationship with relevant public bodies, community organizations and the general public

3. Final Report

3.1 The Final Report is a summary of the consultant's overall performance on the completion of the assignment as a whole and serves as a general post-completion review of consultants' strength and shortcomings. Only Part I of the report is required to be completed and completion of Part II is not needed, and the Final Report will not be used in formulating the consultant's Past Performance Rating. The Final Report should be submitted together with the last Interim Report upon completion or termination of an assignment.

3.2 Variation in Time and Fee

Reasons should be given for substantial variations in fee, cost and/or programme for the agreement. Comments should be included on any problems in negotiating fees with the consultant for additional services and achieving original programme and budget.

3.3 Assessment

The grading in Section E should be based on the overall assessment of performance over the duration of the agreement. The grading should be briefly elaborated in Section F.

In the remarks/comments' sections, the assessment officers should indicate whether they are satisfied with the consultant's performance, and highlight any specific qualities, strong points and/or major shortcomings with a view to enabling the consultants to seek continuous improvements.

In assessing the overall performance, for a consultant whose performance has initially been unsatisfactory but subsequently improved sufficiently to complete the assignment, significance of issues and effect on the outcome should be taken into account in the assessment.

4. Special Report

4.1 In exceptional circumstances, e.g. upon identifying a major default of the consultant or any serious incident regarding adverse performance of the consultant in an assignment (in most cases the incident concerned happened in a previous reporting period hence the need of a Special Report in addition to the quarterly Interim Report) the procuring department should submit a Special Report on the performance of the consultant. Completion of a Special Report shall be the same as that for an Interim Report. The CRC of the procuring department should consider if regulating action should be taken against the

consultants in accordance with paragraph 22 in Annex I of this Circular.

- 4.2 A Special Report may be submitted between the submission of the quarterly Interim Report and even after the submission of a Final Report, if warranted. The procuring department should elaborate on the incident covered in the Special Report in sufficient detail. In very exceptional cases, more than one Special Report can be lodged in a quarter if warranted.

Scheduled Date of Updating PPR

(The scheduled dates stated in this appendix may be amended upon advance notice by DEVB or in special circumstances deemed necessary by DEVB)

Due date* for submitting Interim Reports by Procuring Departments	Scheduled date of updating online in the CNPIS the PPR for the Quarter
The 14 th day of the month immediately after the end of a reporting quarter.	The first calendar day of the month after submitting of Interim Reports (i.e. February, May, August and November)

* If the 14th day falls on a public holiday or a Saturday or if there is a tropical cyclone/rainstorm causing part of the day “non-working”, the due date for submission shall automatically be extended to the first working day immediately after the 14th day.

Worked Example of Calculating the Consultant's Past Performance Rating (PPR)

I. Weighting of Scores Obtained in Immediate Past Three Years

PPR of a consultant is calculated by applying weights of 0.5, 0.3 and 0.2 to the consultant's performance scores in the immediate past, past second and past third year respectively. A worked example is given on Page D2.

Assignment	Performance Score															
	2012		2013				2014				2015				2016	
	3 rd Qtr	4 th Qtr	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	1 st Qtr	2 nd Qtr
Assignment A	63	65	70	55	53	58	56	50	25	30	50	60	65	68	80	60
Assignment B	53	54	50	50	50	55	52	52	50	35	50	60	65	60		
Assignment C			59	61	58	55	52	56	55	25	55	58	56			55

Calculation of Consultant's Past Performance Rating																
No. of reports in the Past 3 rd year (Y1)	0	0	0	0	0	0	0	0	2	4	7	10	11	12	12	12
No. of reports in the Past 2 nd year (Y2)	0	0	0	0	2	4	7	10	11	12	12	12	12	12	12	12
No. of reports in the immediate past year (Y3)	2	4	7	10	11	12	12	12	12	12	12	12	12	11	9	8
Sum of score in Y1	0	0	0	0	0	0	0	0	116	235	414	580	625	674	655	647
Sum of score in Y2	0	0	0	0	116	235	414	580	625	674	655	647	616	538	533	553
Sum of score in Y3	116	235	414	580	625	674	655	647	616	538	533	553	609	647	572	509
Consultant's Past Performance Rating	58.0	58.8	59.1	58.0	56.9	56.6	55.8	55.3	53.5	49.8	49.6	50.6	52.1	53.9	54.9	55.0

Note:

In the above table, the consultant is a new comer (i.e. without any PPR) who was appointed with the first two Assignments A&B in the 3rd quarter of 2012 and Assignment C in the 1st quarter of 2013.

A worked example to determine the PPR of the consultant after the 2nd Qtr of 2016 (i.e. covering performance for the period from 1.7.2013 to 30.6.2016) is given below:

The past 3rd year means the period from 1.7.2013 to 30.6.2014: number of report during these four quarters = 12; sum of score = 647

The past 2nd year means the period from 1.7.2014 to 30.6.2015: number of report during these four quarters = 12; sum of score = 553

The immediate past year means the period from 1.7.2015 to 30.6.2016: number of report during these four quarters = 8; sum of score = 509

Apply a weight of 2:3:5 to the score obtained in Y1:Y2:Y3, hence,

Consultant's Past Performance Rating = $(647*0.2+553*0.3+509*0.5)/(12*0.2+12*0.3+8*0.5) = 549.8/10 = \mathbf{55.0}$

Consultants Review Committee

Composition and Terms of Reference

Composition

Chairman	:	D2 level or above
Secretary	:	senior professional rank or above
Members	:	at least a D1 officer and one other officer of at least professional rank

Terms of Reference

1. To review the performance of the consultants providing consultancy services to the department.
2. To endorse performance reports and make supplementary comments, if necessary.
3. To decide and take regulating actions, including suspension from bidding and lifting of any suspension imposed previously, against consultants receiving two or more consecutive adverse Interim Reports, and to keep the relevant log(s) in the CNPIS on regulating actions updated.
4. To consider circumstances, other than adverse Interim Reports, as mentioned in paragraphs 21 and 22 in Annex I of this Circular.
5. To obtain approval from AACSB or EACSB before taking regulating actions as required under paragraph 22 in Annex I of this Circular.

Categorization of Consultancies

I. AACSB

1. Architectural
2. Building Services
3. Structural Engineering
4. Quantity Surveying
5. Landscape Architectural
6. Building Surveying

II. EACSB

1. Civil infrastructure and development(CE)
2. Drainage and sewerage (DS)
3. Electrical and mechanical (EM)
4. Environmental (EP)
5. Geotechnical and slope (GE)
6. Roads and associated structures (HY)
7. Town planning (TP)
8. Traffic and transport (TT)
9. Waterworks (WS)
10. Specialists (SP)