

(For NEC4 PSC)

CONTRACT DATA

Part two – Data provided by the *Consultant*

Section 2 (To be included in the envelope for fee proposal only)

Completion of the data in full is required to create a complete contract.

- 1 General
- The *fee percentage* is %.
 - The maximum *fee percentage* is %. **[Optional]**
 - The minimum *fee percentage* is 0%.
- 5 Payment
- The *activity schedule* is the document entitled “Activity Schedule” of Agreement No. **【Insert agreement no. and title】** submitted by the *Consultant* in its tender.
 - The tendered total of the Prices is HK\$..... .
 - The percentage adjustment factors for calculating the *people rates* are:

Staff category <small>Note 1</small>	Percentage adjustment factors <small>Notes 2, 3, 4 and 5</small> (%)
Partners/Directors (P/D)	
Chief Professional Staff (CP)	
Senior Professional Staff (SP)	
Professional Staff (P)	
Assistant Professional Staff (AP)	
Technical Staff (T)	

Note 1: The minimum qualifications and experience requirements for each staff category are set out in Contract Data Part one.

Note 2: The *people rate* for each staff category is calculated by multiplying the referenced staff rate stated in Contract

Data Part one by the proposed percentage adjustment (being 100% + the corresponding percentage adjustment factor stated in Contract Data Part two (Section 2) (corrected in accordance with Note 5 below if necessary)). The *people rates* shall be all-inclusive rates. They shall include all costs to the *Consultant* including but not limited to staff salary, any additional payments, benefits and costs, such as people related insurance premiums, end-of-contract gratuity and mandatory provident fund, medical and dental care, housing benefits, children education benefits, passages, etc. Office expenses, non-recoverable staff time and administrative staff who are not chargeable, together with the *Consultant's* overheads and profit, shall also be allowed for in the *people rates*. Subject to NEC Clause 63.12 and Note 4 below, the *people rates* will be used for the assessment of compensation events.

Note 3: An adjusted notional value for compensation events shall be calculated by adding the totals of the multiplication of all the *people rates* calculated in accordance with Note 2 above and the respective notional man-hours for compensation events referred to in the "Guidelines on Preparation of Fee Proposal" and then further multiplying the totals by a factor (being 100% + the *fee percentage* stated in Contract Data Part two (Section 2)), which shall constitute the fee ceiling for the purposes of calculating payment for compensation events unless it exceeds 10% of the *Consultant's* tendered total of the Prices offered for performing the *service* and accepted by the *Client* in which case the latter amount shall constitute the fee ceiling. For the avoidance of doubt, the *Client's* rights and obligations under NEC Clause 6 (Compensation events) remains unchanged, whether the estimated cumulative payment for compensation events before price adjustments under Option X1 exceeds the fee ceiling or not.

Note 4: Where the estimated cumulative payment for compensation events before price adjustments under Option X1 will exceed the fee ceiling determined in Note 3 above, then the *people rates* calculated in accordance with Note 2 above shall not apply for the calculation of payment for those compensation events exceeding the fee ceiling. New *people rates* for calculating payment for compensation events shall be agreed by negotiation based on the estimated time required to complete the

compensation events, the *people rates* calculated in accordance with Note 2 above, and the prevailing market rates at the implementation of the compensation events with conversion to the price level of the date on which the contract is due to commence. Where such negotiation fails, the *Client* shall be at liberty to, among other options, not implement the compensation events, or instruct a third party to perform the concerned services.

Note 5: The product of the percentage adjustment (being 100% + percentage adjustment factor) for each individual staff category and the factor (being 100% + the *fee percentage* stated in Contract Data Part two (Section 2)) shall not exceed the range of 70% to 130% and is subject to correction in accordance with DEVB TC(W) No. 5/2018 and paragraph **【Insert appropriate paragraph number】** of the “Guidelines on Preparation of Fee Proposal”.

Reimbursement and Remuneration for the Consultant’s Recruitment, Employment and Management of Resident Site Staff **[Applicable for AACSB consultancy agreements involving employment of Resident Site Staff]**

- The *RSS on-cost rates* are

Collective rank of RSS directly employed by the <i>Consultant</i> or Government staff posted to the <i>Consultant</i> by the <i>Client</i>	<i>RSS on-cost rates</i> of each collective rank (HK\$/man-month)
R1	
R2	
R3	
R4	
R5	
R10	

[Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

- The details of the collective ranks of RSS directly employed by the *Consultant* or Government staff posted to the *Consultant* by the *Client* are in clause C2 of the *additional conditions of contract*.

Reimbursement and Remuneration for the Consultant's Recruitment, Employment and Management of Resident Site Staff
[Applicable for EACSB consultancy agreements involving employment of Resident Site Staff]

- The *RSS on-cost rates* are

Collective rank of RSS directly employed by the <i>Consultant</i> or Government staff posted to the <i>Consultant</i> by the <i>Client</i>	<i>RSS on-cost rates of each collective rank (HK\$/man-month)[#]</i>
R1	
R2	
R3	
R4	
R5	
R10	

Remarks:

The *RSS on-cost rate* of each collective rank (except R10) shall be within the range of 5% to 30% of the reference average RSS cost of the corresponding collective rank given in the table in paragraph **【XX】** of the Guidelines on Preparation of Fee Proposal and are subject to correction in accordance with DEVB TC(W) No. 5/2018 and paragraph **【XX】** of the Guidelines on Preparation of Fee Proposal.

[Add or delete collective ranks as may be necessary to suit the need of the consultancy agreement by the managing department.]

- The details of the collective ranks of RSS directly employed by the *Consultant* or Government staff posted to the *Consultant* by the *Client* are in clause C2 of the *additional conditions of contract*.

Name

Signature

in the capacity of

duly authorized to sign tenders for and on behalf of

.....

Date: