

13 October 2017

Dear Sir,

Tender Reference No. (322) in P/AE/PUR/AGC Invitation to Tender for Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council

You are invited to submit a tender for Consultancy Services for Retrocommissioning of Zero Caron Building for the Construction Industry Council as specified in the tender documents.

- 1. Your tender proposal, **in copies specified in the tender**, should be submitted in two separate sealed envelopes.
- The tenderer shall deposit two <u>separate</u> sealed envelopes with labels as specified below into the tender box located at CIC Headquarters - 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong <u>not later than 12:00 noon</u> on 26 October 2017. Late tenders will NOT be considered.
 - a) Label with "Technical Proposal" for Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council
 - b) Label with "Fee Proposal" for Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council

Please note that the envelope labelled with "Technical Proposal" shall <u>NOT</u> include any pricing details. Failure to do so will render the tender null and void. Tenders submitted after the above time or tenders deposited at places other than that stated above will **NOT** be considered.

- The tenderer shall provide the completed 'Application Form for Inclusion in the CIC Vendor List' as provided in the tender invitation, containing basic information of the interested tenderer (For Non-CIC Registered Vendor only).
- 4. In the event of Typhoon Signal No. 8 or above, or Black Rainstorm Warning is hoisted on the tender closing date, the closing time will be postponed to 12:00 noon of the next working day.
- 5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.
- 6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
- 7. The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.
- 8. There will be a tender briefing and site visit session at 4:00 p.m. on 19 October 2017, Meeting Room, G/F, Zero Carbon Building, 8 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong. Interested tenderers shall complete and return the reply slip Appendix G by fax 2100 9439 or e-mail: winnieto@cic.hk no later than 5:00 p.m. on 18 October 2017 confirming the attendance of the said tender briefing and site visit session and state clearly the number of attendees for CIC's arrangement.
- 9. There will be an interview session on **30 October 2017**. The CIC will inform the detailed interview time to the shortlisted tenderers after the tender close on 26 October 2017.
- 10. The tender documents can be downloaded from CIC's website: http://www.cic.hk .
- 11. For queries regarding this tender invitation or/and tender process, please contact Ms. Winnie To, Assistant Manager, Procurement, on telephone 2100 9088 or via e-mail: winnieto@cic.hk

Yours sincerely,

Justin WONG

Manager - Projects & Contracts Administration

Encl.

Checklist for Submission of Tender

Please go through the following checklist to ensure that all necessary information and documents for the tender have been provided in your tender submission. Please note that the checklist is for guidance and reference purposes only and shall not be deemed to form part of the Tender Document. The address labels at the bottom of this checklist may be used on the envelopes for submitting the tender.

Tenderers should note that their tenders may be invalidated if the information in the tender submission is incorrect or the required documents are not provided together with the tender document.

Particulars	Reference
Technical Proposal	
Consultant's Profile	Conditions of Tender, Appendix A Clause 1.1
Organisation of Proposed Project Team and Qualifications of Proposed Project Team Organisation chart of proposed project team structure and strength of team in the provision of services as specified in section 3 of the Assignment Brief CVs of all project team members [Mandatory Requirement]	Conditions of Tender, Appendix A Clause 1.2
Tenderer's Track Record & Project Reference Relevant project references for retrocommissiong in the last 5 years, citing in particular performance outcomes achieved (e.g. energy savings, carbon reductions, cost savings etc.) [Mandatory Requirement]	Conditions of Tender, Appendix A Clause 2.1, 2.2 and 2.3
Project Approach Overall strategy, methodology, tools, data collection plan, and approach to implementation to fulfill the Scope of services and deliver all deliverables as outlined in the Assignment Brief and its Annexes for: a) Phase 1a – Planning b) Phase 1b – Investigation c) Phase 2 - Implementation [Mandatory Requirement]	Conditions of Tender, Appendix A Clause 3.1
Programme for Services Delivery Detailed timeline and work programme for the project [Mandatory Requirement]	Conditions of Tender, Appendix A Clause 3.1

Particulars	Reference
A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
A duly signed CIC's General Conditions of Contract and Guidelines for Works or Services (2b)-CAR All documents mentioned in the Technical Assessment Marking Scheme	CIC's General Conditions of Contract and Guidelines for Works or Services (2b)-CAR Conditions of Tender, Appendix E
Fee Proposal	
Form of Tender	Conditions of Tender, Appendix C
Fee Proposal	Conditions of Tender, Appendix D

Note: Items marked as 'Mandatory Requirements' are particulars that MUST be submitted under the Technical Proposal. Non-compliance with the Mandatory Requirements may lead to the tender submission being not considered for tender evaluation.

Construction Industry Council

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council

Please adhere the following labels on separate sealed envelope of your submitted tender.

"Confidential"

*

Technical Proposal	Construction Industry Council (CIC) The Tender Box 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong
	Ref. No.: [(322) in P/AE/PUR/AGC] Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council
Name of Tenderer:	
7	Closing Time and Date: 12:00 noon on 26 October 2017
"Confidential"	
	Construction Industry Council (CIC)
Fee Proposal	The Tender Box 38/F, COS Centre,
ree Proposal	56 Tsun Yip Street, Kwun Tong,
	Kowloon, Hong Kong
	Ref. No.: [(322) in P/AE/PUR/AGC]
	Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council
Name of Tenderer:	
	Closing Time and Date: 12:00 noon on 26 October 2017

Tender Documents

for

Consultancy Services for Retrocommissioning of Zero Carbon Building

for

the Construction Industry Council

Employer

Construction Industry Council (CIC) 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong

October 2017

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council

List of Tender Documents

		Page
1.	Conditions of Tender	CT-1
2.	Appendices to Conditions of Tender	
	Appendix A – Details for Submission of Tender	CT-10
	Appendix B – Standard Letter for Complying with Anti-Collusion Clause	CT-15
	Appendix C – Form of Tender	CT-17
	Appendix D – Fee Proposal	CT-19
	Appendix E –Tender Evaluation Procedures and Criteria	CT-23
	Appendix F – Reply Slip for Declining Bid	CT-26
	Appendix G – Reply Slip for Tender Briefing and Site Visit Session	CT-28
3.	Assignment Brief and its Annexes	AB-1 to AB-25
4.	Memorandum of Agreement	MA-1 to MA-3
5.	General Conditions of Employment	CE-1 to CE-26
6.	CIC's General Conditions of Contract and Guidelines for Works or Services (2b) - CAR	8 Pages
7.	Contractor Safety Requirements	10 Pages

for

Consultancy Services for Retrocommissioning of Zero Carbon Building

for

the Construction Industry Council

Table of Contents

Cla	use	Page
1	Notes to Tenderers	CT-2
2	Invitation	CT-2
3	Tenderers' Response to CIC Enquiries	CT-2
4	Completion of Tender	CT-3
5	Tender Briefing and Site Visit Session	CT-7
6	Tender Interview	CT-7
7	Tender Evaluation	CT-8
8	Tenderer's Commitment	CT-8
9	Amendments	CT-8
10	Award of Contract	CT-8
11	Rights to Exercise	CT-9
12	Submitted Documents	CT-9
13	Enquiries	CT-9
APl	PENDIX A – Details for Submission of Tender	CT-10
API	PENDIX B – Standard Letter for complying with Anti-Collusion Clause	CT-15
APl	PENDIX C – Form of Tender	CT-17
API	PENDIX D – Fee Proposal	CT-19
APl	PENDIX E – Tender Evaluation Procedures and Criteria	CT-23
APl	PENDIX F – Reply Slip for Declining Bid	CT-26
API	PENDIX G – Reply Slip for Tender Briefing and Site Visit Session	CT-28

1 Notes to Tenderers

- 1.1 All tenderers shall read the instructions contained in this Conditions of Tender carefully prior to preparing their tender submissions. Any tender submission, which does not follow these instructions is deemed to be incomplete and may be disqualified.
- 1.2 The tender documents consist of:
 - a) Conditions of Tender;
 - b) Appendices to Conditions of Tender;
 - c) Assignment Brief and its Annexes;
 - d) Memorandum of Agreement;
 - e) General Conditions of Employment;
 - f) CIC's General Conditions of Contract and Guidelines for Works or Services (2b) CAR;
 - g) Contractor's Safety Requirements

2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the "CIC") to submit proposal and bid for Consultancy Services for Retrocommissioning of Zero Carbon Building (ZCB). Further details are given in the **Assignment Brief and its Annexes.**
- 2.2 The tender shall be submitted in accordance with the **Conditions of Tender**.
- 2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and CIC will form part of the contract.

3 Tenderers' Response to CIC Enquiries

3.1 In the event that the CIC determines that clarification of any tender is necessary, it will advise the tenderer to supplement its tender. Unless otherwise specified in the request for clarification, the tenderer shall thereafter have 5 working days to submit such requested information. Any clarification made shall be at the tenderer's own cost and expense.

4 Completion of Tender

- 4.1 The tenderer is required to submit all information specified in **Appendix A** of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in **Appendix B** of the Conditions of Tender. Should the tenderer fail to submit this letter with his tender, his tender will not be considered.
- 4.2 If CIC's participation is required, the tenderer should clearly state the details and the expected resources, skills, level of participation, responsibilities, and duration.
- 4.3 The tenderer shall state in his proposals the implementation plan of delivering the deliverables as described in the **Assignment Brief and its Annexes**.
- 4.4 The tenderer must submit his offer in Hong Kong Dollars. **OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.**
 - a) The tenderer is required to submit the completed **Form of Tender as per Appendix C** of the Conditions of Tender.
 - b) In addition, the tenderer is required to submit **the Fee Proposal** using the prescribed form provided in **Appendix D** of the Conditions of Tender. There shall be no adjustment for any price fluctuations; and
 - c) The tenderer should ensure that the fee quoted is accurate before submitting the tender. Under no circumstances will the CIC accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.
- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as "technical proposal") in one envelope and the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as "fee proposal") in a separate envelope. Failure to do so will render the tender void.
- 4.6 The tenderer shall submit **FIVE** (5) hard copies and corresponding files in electronic form (e.g. in MS Word 2003 / MS Excel 2003 / PDF format) stored in an electronic medium (e.g.: CD-ROM) of the technical proposal in a sealed envelope marked "Technical Proposal" and **TWO** (2) hard copies of the fee proposal in a separate sealed envelope marked "Fee Proposal" clearly indicating the tenderer's name and tender title. In the event of discrepancies between original and electronic versions of the Tender Submission, the former shall prevail.

Conditions of Tender

- 4.7 Tender should be submitted to the Tender Box of CIC at **38/F**, **COS Centre**, **56 Tsun Yip Street**, **Kwun Tong**, **Kowloon**, **Hong Kong** by 12:00 noon on **26 October 2017**. Late submission will NOT be considered. Failure to do so shall render the tender void.
- 4.8 In the event that a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
- 4.10 The CIC may reject a tender which is unreasonably low in terms of price and may therefore affect the tenderer's capability in carrying out and complete the services and delivering the deliverables in accordance with the Assignment Brief and its Annexes.
- 4.11 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.
- 4.12 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.
- 4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender. The CIC reserves the right to accept or omit any individual item or whole section of a tender without price alteration to the items or sections accepted. The tenderer hereby acknowledges that there will not be any loss of profit claim as a result of the reduction in the scope of works.
- 4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.
- 4.15 Tenderer should ascertain the prices quoted are accurate before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.
- 4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.
- 4.18 The tendered sum will be regarded as a lump sum tender and will not be amended for errors found in the examination of tenders.

- 4.19 Should examination of a tender reveal errors of such magnitude as in the opinion of the CIC would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender.
- 4.20 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform the CIC at once and have the same rectified.
- 4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the CIC in order that correct meaning may be decided before the date for submission of tender.
- 4.22 Tenderer shall inspect the Site and make themselves thoroughly acquainted with the existing condition of the premises, location, the existing structure/ accessibility, restrictions for loading and unloading materials, and all the materials, and all other aspects which may affect the delivery of the deliverables. Tenderer shall make due and proper allowance when estimating their rates and prices for the information obtained or which ought to have been obtained during the site inspection.
- 4.23 No liability will be admitted, nor claim allowed in respect of errors in the tenderer's tender due to mistakes in the tender documents which should have been rectified in the manner described above.
- 4.24 Tenderer shall be deemed to be in possession of a valid business registration certificate and, if necessary, be registered with the relevant authority authorizing him to carry out the works described in the tender documents.
- 4.25 Tenderer shall comply with the CIC's General Conditions of Contract and Guidelines for Works or Services. The tender price shall deem to be included all cost incurred.
- 4.26 Any qualification of tender or of the tender documents may cause the tender to be disqualified.
- 4.27 No unauthorized alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered.
- 4.28 The tenderer shall strictly comply with the following anti-collusion clause:
 - (1) (a) Subject to sub-clause (2) of this Clause, the tenderer shall not communicate to any person other than the CIC the amount of the tender price or any part thereof until the tenderer is notified by the CIC of the outcome of the tender exercise.

Conditions of Tender

- (b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process.
- (c) Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.
- (2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with:
 - (a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;
 - (b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
 - (c) his bankers in relation to financial resources for the Contract
- (3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. The signatory to the letter shall be a person authorized to sign CIC contracts on the tenderers's behalf.
- (4) The tenderer shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.
- 4.29 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of CIC. Any breach of the clause by the tenderer shall, without affecting the tenderer's liability for such breach, invalidate his tender.
- 4.30 The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.

Conditions of Tender

4.31 The Items marked as 'Mandatory Requirements' are particulars that MUST be submitted under the Technical Proposal. In the event that a tenderer does not meet the mandatory requirements in the tender submission, his tender may not be considered for tender evaluation.

5 Tender Briefing and Site Visit Session

- 5.1 Tenderer is invited to attend a tender briefing session and site visit at 4:00 p.m. on 19 October 2017 at Meeting Room, G/F, Zero Carbon Building, 8 Sheung Yuet Road, Kowloon Bay, Hong Kong. Interested tenderers should e-mail to the Subject Officer at least one (1) working day before the stated time confirming the attendance of the said briefing session and site visit and state clearly the number of attendees for CIC's arrangement.
- 5.2 The CIC may record the queries raised by the tenderers attending the tender briefing and may issue a Replies to Tender Queries to all tenderers for information.

6 Tender Interview

- 6.1 During the tender evaluation stage, the tenderer is requested to attend a tender interview which will be held on **30 October 2017** to present his tender proposals. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Assignment Brief and its Annexes.
- 6.2 The presentation shall be set up with the tenderer's own resources and expense. The CIC shall not bear any costs associated with the presentation.
- 6.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in the Assignment Brief and its Annexes and an outline programme for completing the assignment. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management.
- 6.4 Each interview presentation should be no longer than 25 minutes, including a 10 minute questions and answers session.

7 Tender Evaluation

7.1 Tenderers shall note that their tender proposals, presentations and responses to CIC's queries in connection with the tender will be assessed in accordance with **the tender evaluation procedures and criteria** specified in **Appendix E** of the Conditions of Tender.

8 Tenderer's Commitment

- 8.1 All information and responses from the tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the tenderer and may be incorporated into and made part of the Contract between the CIC and the successful tenderer.
- 8.2 The CIC reserves the right to disqualify any tender that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned on the Assignment Brief and its Annexes.
- 8.3 Tender shall remain valid and open for acceptance for **120 days** after the tender closing date.

9 Amendments

- 9.1 The CIC reserves the right to amend or withdraw the Assignment Brief and its Annexes before acceptance of a tender.
- 9.2 The CIC may issue Tender Addendum and/or Replies to Tender Queries no later than 7 days before tender closing if CIC found it necessary.

10 Award of Contract

- 10.1 The successful tenderer will receive a letter of acceptance as an official notification of acceptance. Unless and until a formal contract agreement is prepared and executed, this letter of acceptance together with the tender submission shall constitute a binding contract between the successful tenderer and the CIC. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.
- 10.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.

Zero Carbon Building for the Construction Industry Council

Ref. (322) in P/AE/PUR/AGC

Conditions of Tender

10.3 In order to ensure the fairness of the tender process, all answers to tender queries/tender clarifications and tender addendums will be uploaded to CIC's website. All tenderers have to take note of this arrangement. Any claim for extension of time or additional payment due to ignorance of this clause shall not be entertained by the CIC.

11 Rights to Exercise

11.1 The CIC may, at any time during the contract period by notice of writing, direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the work items stated in the Contract and/or works required as specified by the CIC, and the Contractor shall carry out such variations. The contract sum will be adjusted all in accordance with the relevant provisions specified else in the tender documents and/or works required as specified by the CIC.

12 Submitted Documents

12.1 All submitted documents will not be returned.

13 Enquiries

13.1 In case the tenderer has any tender enquiries or/ and tender clarification queries, he should submit in writing to the procurement department with details as below:-

Ms Winnie TO
Assistant Manager - Procurement
Construction Industry Council
38/F, COS Centre,
56 Tsun Yip Street, Kwun Tong,
Kowloon, Hong Kong

Tel: (852) 2100-9088 Fax: (852) 2100-9439 Email: winnieto@cic.hk

APPENDIX A – Details for Submission of Tender

The tenderer is required to provide all details as described therein.

To be included in Technical Proposal

1. Tenderer's Staff Resources

1.1 Consultant's Profile

1.1.1 The tenderer shall submit:

Company's profile, background, structure and expertise;

1.2 Organisation of Project Team and Qualifications of Proposed Project Team

- 1.2.1 An organization chart indicating the proposed project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Assignment Brief and its Annexes.
- 1.2.2 The project team members shall possess the required qualifications, professional knowledge and relevant experience to supply the Deliverables as outlined in the Assignment Brief and its Annexes.
- 1.2.3 The project team proposed in the tender submission shall form part of the Agreement. The tenderer shall provide details including but not limited to the following information of proposed project team members in the tender submission:
 - a) Name
 - b) Post/Title in this Project
 - c) Core Team Member (Yes/No)
 - d) Language (Chinese/English/Both)
 - e) Project knowledge and Years of Relevant Experience
 - f) Qualifications
 - g) Duties and Responsibilities in the Assignment

Conditions of Tender

2. Tenderer's Track Record & Project Reference

- 2.1 The tenderer is required to provide a full list of project references undertaken in the past 5 years (as of the tender closing date) for projects similar to this Assignment, giving the details by adhering to the submission format as specified in Section 2.2 below.
- 2.2 The tenderer shall submit a list of <u>relevant project references</u> in the following format with support of copies of job references or recommendation letters from previous clients.

Brief Description of Retro- Commissioning Projects	Scope of Services	Client	Contract Value (in HK\$)	Duration of Project	Year	Performance Outcomes (e.g. energy savings (%), carbon emissions reduction (tonnes of CO2e), cost savings (\$) etc.)

2.3 In case the tenderer is unable to disclose of track record and project reference due to the signing of confidentiality agreement with its previous clients, please specify in the tender submission accordingly. In this circumstance, the tenderer will be asked to describe this information to the Assessment Panel during the tender interview.

3. Project Approach and Requirements

- 3.1 The tenderer is required to submit the following to demonstrate his capabilities in fulfilling the project approach and technical requirements and to present all the deliverables outlined in the Assignment Brief and its Annexes:
- (i) **Tender Programme** shall be in the form of a linked bar chart including but not limited to the following activities:

- (a) Planning and investigation detailed investigation and analysis of plants, building systems and equipment at ZCB, development and approvals from CIC-ZCB for a detailed retrocommissioning plan, content input for a RFP/tender to engage a Contractor for implementation works;
- (b) Implementation of the retrocommissioning plan Implementation of ready no/low cost measures with CIC-ZCB's existing contractors, input and participation in RFP/tender to engage a Contractor to implement agreed operational and maintenance improvements and/or retrofits/upgrades with higher cost investments etc., testing and commissioning, handover, delivery of final retrocommissioning report;
- (c) Ongoing commissioning plan recommendations and content input for maintenance activities and contracts.
- (ii) A completed **Method Statement** must be submitted to demonstrate a full understanding of the Assignment. The method statement should include but not limited to the following:
 - (a) Identification of key issues/problems to be addressed;
 - (b) Approach to undertaking the Assignment this should include at minimum overall strategy, methodology, tools, data collection plan etc.;
 - (c) Access to the Site for service delivery
 - (d) Coordination with the operation schedule of ZCB (e.g. activities and operation schedule of plants, systems and equipment) to ensure minimal disturbance to operations during the Project period;
 - (e) Approach to the completion of the Project;
 - (f) Approach for ensuring data quality, accuracy, reliability and validity of findings.
- 3.2 The tenderer shall refer to the other requirements laid down in the Assignment Brief and its Annexes of the tender document.

4. Documents and Information to be submitted by the Tenderer

4.1 The tenderer is required to provide the following documents and information as described in the tender documents:

Particulars	Reference
Taghnigal Proposal	
Technical Proposal	
Consultant's Profile	Conditions of Tender,
Company profile and background	Appendix A Clause 1.1
Scope of business/expertise	
Company structure	
Number of staff	
[Mandatory Requirement]	
Organisation of Proposed Project Team and	Conditions of Tender,
Qualifications of Proposed Project Team	Appendix A Clause 1.2
Organisation chart of proposed project team	
structure and strength of team in the	
provision of services as specified in section 3	
of the Assignment Brief	
CVs of all project team members	
[Mandatory Requirement]	
Tenderer's Track Record & Project Reference	Conditions of Tender,
• Relevant project references for	Appendix A Clause 2.1, 2.2
retrocommissiong in the last 5 years, citing in	and 2.3
particular performance outcomes achieved (e.g.	
energy savings, carbon reductions, cost savings	
etc.)	
[Mandatory Requirement]	Conditions of Tender,
Project Approach Overall strategy methodology tools date	Appendix A Clause 3.1
Overall strategy, methodology, tools, data collection plan, and approach to	Appendix A Clause 5.1
collection plan, and approach to implementation to fulfill the Scope of	
services and deliver all deliverables as	
outlined in the Assignment Brief and its	
Annexes for:	
- Phase 1a – Planning	
- Phase 1b – Investigation	
- Phase 2 - Implementation	
[Mandatory Requirement]	
Programme for Services Delivery	Conditions of Tender,
Detailed timeline and work programme for	Appendix A Clause 3.1
the project	
[Mandatory Requirement]	

Conditions of Tender

Particulars	Reference
A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
A duly signed CIC's General Conditions of Contract and Guidelines for Works or Services (2b)-CAR All documents mentioned in the Technical Assessment Marking Scheme	CIC's General Conditions of Contract and Guidelines for Works or Services (2b)-CAR Conditions of Tender, Appendix E
Fee Proposal	
Form of Tender	Conditions of Tender, Appendix C
Fee Proposal	Conditions of Tender, Appendix D

Note: Items marked as 'Mandatory Requirements' are particulars that MUST be submitted under the Technical Proposal. Non-compliance with the Mandatory Requirements may lead to the tender submission being not considered for tender evaluation.

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council

Ref. (322) in P/AE/PUR/AGC

Conditions of Tender

To be included

APPENDIX B – Standard Letter for complying with Anti-Collusion Clause

To: Date:	Construction Industry Council (CIC)	in Technical Proposal
Dear Sir/Mada	m,	
	Tender Ref: (322) in P/AE/PUR/AGC	
Tender	Title: Consultancy Services for Retrocommissioning Building for the Construction Industry Counci	
	*[I/We], [()] of
(address of the tenderer	$)]^{1},$
refer to *[my/e	our] tender for the above Contract.	
fully understan	*[I/We] confirm that, before *[I/We] sign this letter and this letter and the anti-collusion clause in Condition *[I/We] represent and warrant that in relation to	ns of Tender Clause 4.28.
	(i) *[I/We], other than the Expected Commun last paragraph of this letter, have not concommunicate to any person other than the	nmunicated and will not

(ii) *[I/We] have not fixed and will not fix the amount of the tender price or any part thereof by arrangement with any person;

the CIC of the outcome of the tender exercise;

tender price or any part thereof until *[I/We] have been notified by

- (iii) *[I/We] have not made and will not make any arrangement with any person as to whether *[I/We] or that other person will or will not submit a tender; and
- (iv) *[I/We] have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

Conditions of Tender

*[I/We] shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of any of the representations and/or warranties above, including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred.

In this letter, the expression "Expected Communications" means *[my/our] communications in strict confidence with:

(i)	*[my/our] own insurers or brokers to obtain an insurance quotat for computation of tender price;	tion
(ii)	*[my/our] consultants or sub-contractors to solicit their assista in preparation of tender submission; and	nce
(iii)	*[my/our] bankers in relation to financial resources for Contract.	the
Signed by [for and on behalf of [name of the tenderer name and position of the signatory]] ² :
	of Witness:	-

Note:

- * Delete as appropriate
- 1. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.

Occupation:___

2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorised to sign CIC contracts on behalf of that person or as the case may be company.

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council Ref. (322) in P/AE/PUR/AGC

APPENDIX C – Form of Tender

Conditions of Tender

To be included in Fee Proposal

FORM OF TENDER FOR

CONSULTANCY SERVICES FOR RETROCOMMISSIONING OF ZERO CARBON BUILDING FOR THE CONSTRUCTION INDUSTRY COUNCIL

To: Construction Industry Council 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong

Dear Sirs,

- Having examined the Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Employment, CIC's General Conditions of Contract and Guidelines for Works or Services (2b-CAR) and Contractor's Safety Requirements thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Employment, CIC's General Conditions of Contract and Guidelines for Works or Services (2b-CAR) and Contractor's Safety Requirements and the tender proposals submitted herewith within _____ Calendar Days including Sundays and Public Holidays from the date of contract awarded and for the sum of Hong Kong Dollars.....(HK\$.....) (not being subject to fluctuations in labour and material costs) or such sums as may be ascertained in accordance with the Conditions of Employment.
- 2. We agree to abide by this tender and not to withdraw it for a period of 120 days from the date fixed for receiving it and including that date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof subject to the provisions of Clause 2 hereof shall constitute a binding Contract between us.

Name of Partner(s)

4. We understand that you are not bound to accept the lowest or any tender you may receive.
Signature
In the capacity of
Duly authorized to sign tenders for and on behalf of *
Registered Address of the Firm
Date
Witness
Address
Occupation
Date
Business Registration Certification No.

Residential Address of Partner(s)

^{*} In the cases of a (a) Limited Company or (b) Partnership or unincorporated body, (a) the name of the Company or (b) the name(s) of the partner(s) must be inserted in the space provided above.

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council Ref. (322) in P/AE/PUR/AGC

Conditions of Tender

APPENDIX D – Fee Proposal

To be included in Fee Proposal

FEE PROPOSAL FOR THE

CONSULTANCY SERVICES FOR RETROCOMMISSIONING OF ZERO CARBON BUILDING FOR THE CONSTRUCTION INDUSTRY COUNCIL

The Consultant shall be paid a Lump Sum fee of HK\$	_for	the
provision of all services and all expenses incurred in connection with the carry	ing out	and
satisfactory completion of the Assignment as detailed in the Assignment Br	rief and	lits
Annexes		

The tenderer shall enclose with his tender the completed Schedule of Rates as below:

- (1) The Schedule of Rates shall be in sufficient details to indicate the breakdown of the works. Failure to submit the Schedule of Rates may cause his tender not to be considered by the Employer.
- (2) Any items which are not included in the Schedule of Rates but shown on the drawings or described in the specifications under the tender document shall be deemed to have been included in the tender figures.
- (3) Upon award of the Contract, the Schedule of Rates shall be deemed to be the Contractor's Schedules and will be regarded as firm and will not be subject to remeasurement or adjustment whatsoever otherwise than in accordance with the expressed provisions of the terms of the Contract.
- (4) The total of the Schedule must agree with the amounts carried to the Summary of Tender. Any items which are not included in the Schedule but shown on the drawings or described in the specifications under the tender documents shall be deemed to have been included in the tender figures. The rates in the Schedule shall be used for the valuation of variations ordered by the Employer, but the quantities referred to in the Schedule shall not form part of the Contract Documents.
- (5) The tenderer should note that the quantities as inserted in the Schedule of Rates for all measured work should be consistent with those shown on the tender drawings and the drawings to be prepared and provided by the tenderer. Where large discrepancy or apparent inconsistency in the quantity of any item is identified, the item total will remain intact and the tenderer will be requested to adjust the unit rate and the quantity to tally with the item total.

Schedule of Rates

Table 1 - Detailed breakdown of tender price

Table 1 - Detailed breakdown of tender price						
Item Ref.	Ref. in Assignment Brief	Description	Quantity (a)	Unit	Unit Price (HK\$) (b)	Total Amount (HK\$) (c) = (a) * (b)
Phase 1	1a + 1b – Planı	ning & Investigation				
1.1	3.2(a)	Comprehensive detailed analysis of building plants, systems and equipment	1	Job		
1.2	3.2(d)	On site measurements	1	Job		
1.3	3.2(g)	Development of a retrocommissioning plan	1	Job		
1.4	3.4(b),(g) & (i)	Thermal comfort study	1	Job		
1.5	3.4(h) & (i)	Detailed report with recommendations and prioritized list of energy saving opportunities	1	Job		
1.6	3.4(m)	Detailed staged retrocommissioning implementation plan	1	Job		
1.7	3.4(p)	Provide content input for RFP/Tender to engage a Contractor for implementation	1	Job		
Phase 2	2 - Implementa	ation of the Retrocommission	ing Plan			
2.1	3.5(a)	Implementation of housekeeping measures, system or equipment finetuning or improvements (which can be readily implemented with existing ZCB contractors at no/low cost)	1	Job		
2.2	3.5(b)	Participation in RFP/tender process to engage a Contractor for implementation works	1	Job		
2.3	3.5(c)	Liaise with Contractor and other relevant Contractors to oversee the implementation of agreed retrocommissioning plan	1	Job		

Conditions of Tender

Item Ref.	Ref. in Assignment Brief	Description	Quantity (a)	Unit	Unit Price (HK\$) (b)	Total Amount (HK\$) (c) = (a) * (b)
2.4	3.5(i)	Provide a final retrocommissioning report with ongoing commissioning plan	1	Job		
2.5	3.5(1)	Provide content input for new clauses/amendments to maintenance contracts of existing relevant ZCB contractors and subcontractors	1	Job		
Total (Mandatory Items):						

(Note: All the fees quoted for the Mandatory Items 1.1 to 2.5 above shall include all related expenses in retrieving all necessary documents and drawings and in attaining all necessary statutory approval.)

Fee Proposal for Optional Deliverables

The following are optional items. The CIC has absolute right to determine whether these optional items will be carried out within the contract period before the award of the contract. Detailed cost breakdown of the Lump Sum Fee for the optional items are set out in Table 2 below:

Table 2 - Detailed breakdown of tender price

Item Ref.	Ref. in Assignment Brief	Description	Quantity (a)	Unit	Unit Price (HK\$) (b)	Total Amount (HK\$) (c) = (a) * (b)
Phase	1a + 1b - Plan	ning & Investigation				
1.8	3.3	Energy modelling for energy saving opportunities			RATE ONLY	
Phase	3 - Ongoing (Commissioning and Technical Su	pport			
3.1	3.6	Ongoing performance monitoring and verification with monthly reports and recommendations for continuous improvements (12 months)	1	Job		RATE ONLY
3.2	3.6	Technical support (12 months)	1	Job		RATE ONLY

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council

Ref. (322) in P/AE/PUR/AGC

Conditions of Tender

Upon receipt and acceptance of the Deliverables for each Payment Stage/Date by the CIC with satisfaction and upon the submission of invoices to the CIC by the Consultant, the Consultant shall be paid in accordance with the following payment schedule within 30 days of the receipt of the invoices subject to verification of the invoice.

The percentages of payment do not imply or indicate the relative or absolute amount of resources and expenses to be spent by the Consultant to produce the concerned deliverables and to complete the tasks and services. The payment schedule is as follows:

Project Phase and Deliverables	Payment Schedule		
	(%)		
Commencement of project	10%		
Upon completion of Phase 1a – Planning	25%		
Upon completion of Phase 1b – Investigation	30%		
Upon completion of Phase 2 – Implementation of the retrocommissioning plan	35%		
TOTAL	100%		

Name of Con	npany	:		
Signature of	Person Authorized			
to Sign for th		:		
			(with con	mpany chop)
Address				
Tel No.:			Fax No.	
Email:			Date:	

^{*} If the tender is submitted by a Joint Venture, all participants in the Joint Venture must sign the Fee Proposal.

APPENDIX E – Tender Evaluation Procedures and Criteria

1. INTRODUCTION

- 1.1 A two-envelope approach is adopted for tender submission, i.e. Tenderer should submit the technical proposal including all information specified in **Appendix A** of the Conditions of Tender and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender in one envelope and the fee proposal comprising the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.
- 1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.
- 1.3 The pre-determined weights for technical and fee assessments are 80% and 20% respectively.
- 1.4 If the technical assessment mark in Table 1 below is less than 60% of the maximum marks, the tender proposal will be rejected and will NOT be further assessed and its fee proposal envelope will NOT be opened.
- 1.5 The rejected tender proposal will NOT be included in the weighted technical assessment score formula in Clause 2.2 and the weighted fee assessment score formula in Clause 3.2 below. The CIC reserves its right to cancel this tender exercise and re-tender thereof without further notice to the tenderer.
- 1.6 An assessment panel will be established for tender evaluation. The proposal received will be evaluated in accordance with the requirements in this Appendix.

Conditions of Tender

2. TECHNICAL EVALUATON

2.1 Detailed evaluation of the technical proposal including all information specified in Appendix A of the Conditions of Tender shall be made in accordance with the assessment criteria described in Table 1.

Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Technical Proposal		
 Consultant's Profile [Mandatory Requirement] Company profile and background (3%) Scope of business/expertise (3%) Company structure (2%) Number of staff (2%) 		10
Organisation and Qualifications of Proposed Project Team [Mandatory Requirement] Organisation chart of proposed project team structure and strength of team in the provision of services as specified in section 3 of the Assignment Brief (5%) CVs of all project team members (5%)		10
Tenderer's Track Record and Project Reference [Mandatory Requirement] • Relevant project references for retrocommissiong in the last 5 years, citing in particular performance outcomes achieved (e.g. energy savings, carbon reductions, cost savings etc.)		20
Project Approach [Mandatory Requirement] Overall strategy, methodology, tools, data collection plan, and approach to implementation to fulfill the Scope of services and deliver all deliverables as outlined in the Assignment Brief and its Annexes for: Phase 1a - Planning (15%) Phase 1b - Investigation (15%) Phase 2 - Implementation (15%)		45
Programme for Services Delivery [Mandatory Requirement] • Detailed timeline and work programme for the project		15
	Total	100%

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council Ref. (322) in P/AE/PUR/AGC

Conditions of Tender

2.2 The weighted technical assessment score of a tender shall be determined in accordance with the following formula:

3. FEE EVALUATION

- 3.1 Tender fee for evaluation shall be the lump sum quoted in Appendix D Fee Proposal of the Conditions of Tender.
- 3.2 The weighted fee assessment score of the tender proposal shall be worked out in accordance with the following formula:

4. CALCULATION OF COMBINED SCORES

4.1 The combined assessment score of a tender proposal shall be the sum of the weighted technical assessment score (Cl.2.2) and the weighted fee assessment score (Cl.3.2).

APPENDIX F - Reply Slip for Declining Bid

With reference to your tender invitation (<u>Tender Reference</u>: (322) in P/AE/PUR/AGC, <u>Closing Date</u>: 26 October 2017), I/we regret that I am/we are unable to bid due to the following reason(s):

(Ple	ase tick against the box(es) where applicable)
	Inadequate time to prepare tender proposal. Suggested timeframe for proposal preparation: days
	Invitation document contains insufficient details. Suggested supplementary details:
	Work scope too broad. Would you consider bidding if the work scope is reduced? ☐ Yes ☐ No Or which part(s) of the work scope shall be reduced to facilitate your consideration in bidding (please specify)?
	Work scope too narrow. Would you consider bidding if the work scope is broadened? Yes No Or what supplementary details shall be added to facilitate your consideration in bidding (please specify)?
	Not interested in this type of service.

Working at full capacity at the moment.

Work scope beyond firm's / organisation's expectation.

Cannot meet j		schedule.	Suggested	timeframe	for th	ne	project:
Requirements /	Specification	ns too restric	ctive.				
Others (please	ase specify):						
	Signature		:				
	Full Name of	of Contact P	erson :				
	Position		:				
	Name of Co	ompany	:				
	Telephone N	Vo.	:				
	Fax No.		:				
	E-mail		:				
	Date		:				

Note:

- 1) Please return the completed reply slip to fax no: 2100-9439 no later than 12:00 p.m. on 25 October 2017.
- 2) Please contact Ms Winnie TO at Tele: 2100-9088 or email: winnieto@cic.hk for any enquiry.

Conditions of Tender

APPENDIX G - Reply Slip for Tender Briefing and Site Visit Session

I/We would like to attend the tender briefing and site visit session for the Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council at 4:00 p.m. on 19 October 2017 at Meeting Room, G/F, Zero Carbon Building, 8 Sheung Yuet Road, Kowloon Bay, Hong Kong.

Full Name of Attendee(s)	Post/Title
Company Name:	
Contact Person:	Post/Title
Address:	
Telephone No : :	Fax No:
Mobile Phone No:	E-mail:

Note:

- 1. Each Tenderer shall register three attendees at most.
- 2. Please return the completed reply slip to fax no: 2100-9439 no later than 5:00 p.m. on 18 October 2017.
- 3. Please contact Ms. Winnie TO at Tele: 2100-9088 or email: winnieto@cic.hk for any enquiry.

Consultancy Services for Retrocommissioning

of

Zero Carbon Building

for

the Construction Industry Council

October 2017

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Assignment Brief <u>Consultancy Services for Retrocommissioning of</u> <u>Zero Carbon Building for the Construction Industry Council</u>

Table of Contents

		Page
1.	Project Backgound	AB-2
2.	Project Objectives	AB-5
3.	Scope of Consultancy Services	AB-6
4.	Deliverables	AB-18
5.	Presentations	AB-21
6.	Project Programme	AB-22
7.	Management of the Consultant	AB-23
8.	Consultant's Office and Staffing	AB-23

ANNEXES

ANNEX A	Zero Carbon Building - Plan
ANNEX B	Summary of Zero Carbon Building Design Strategies and Features
ANNEX C	Building Management System and Central Control Management System
ANNEX D	Zero Carbon Building Energy Consumption and Generation

1. Project Background

- 1.1 The Zero Carbon Building (ZCB), the first zero carbon building in Hong Kong, was developed by the Construction Industry Council (CIC) in collaboration with the HKSAR Government. Completed in June 2012, it is an exhibition, education and information centre for low/zero carbon building design and technologies located in the commercial and industrial district of Kowloon Bay.
- 1.2 The ZCB covers a total land area of 14,700m². It is a 3 storey building with a footprint of 1,400m² and a total gross floor area of 3305m². ZCB is surrounded by an open landscape area which constitutes approximately 49% of the site (Refer to Annex A for details).
- 1.3 ZCB's main objective is to be carbon neutral over its life cycle. Apart from achieving zero carbon emissions through balancing energy consumed with energy generated from renewable energy sources on an annual basis, ZCB goes beyond the common definition of a zero carbon building by exporting surplus renewable energy to the electricity grid to offset the embodied carbon of major structural materials and the construction process. Surplus renewable energy generated is exported to the grid and electricity is imported from the grid when needed.

1.4 ZCB's missions include:

- Showcase state-of-the-art low/zero carbon building design and technologies to the construction industry locally and internationally with a view to promote their application in Hong Kong;
- Raise community awareness of low carbon living in Hong Kong and promote behavioural changes towards low carbon living by providing guided tours and organising education programs;
- Regularly disseminate the latest low/zero carbon building technologies and practices to industry stakeholders;
- Exhibit advanced smart city technologies, enabling people in Hong Kong to have real life experiences of such technologies;
- Increase the utilisation of ZCB facilities including the multipurpose hall, indoor and outdoor exhibition spaces by stakeholders of the construction industry and related sectors, to create more benefits and strengthen ties with the industry.

- 1.5 The design of ZCB was based on 4 "E" principles:
 - Experimental ZCB is an experimental ground for the latest low/zero carbon building design and technologies;
 - Evolving ZCB is designed with flexibility for upgrade with the latest/future technologies;
 - Evaluating As a demonstration project, ZCB aims to evaluate low/zero carbon design and technologies in terms of capital costs, operational costs, energy savings and carbon reduction, to provide valuable information for promoting their wider application in the Hong Kong construction industry;
 - Educating ZCB advocates education for the construction industry, building occupants, the general public, and the younger generation.
- 1.6 ZCB integrates passive design, active systems and renewable energy generation to achieve zero carbon emissions (Refer to Annex B for details).
- 1.7 Energy is generated on site with a Combined Cooling Heating Power (CCHP) system using B100 biodiesel and 3 types of photovoltaics (PV) polycrystalline, building integrated and cylindrical CIGS. The CCHP system generates power, heat for chilled water production for air conditioning, and heat for a desiccant dehumidification process. The biodiesel trigeneration accounts for approximately 70% of overall energy generation while PV accounts for 30%.
- 1.8 Over 2800 sensors have been installed throughout the building to monitor key environmental performance parameters including carbon dioxide (CO₂), temperature, humidity, the amount of renewable energy generation, energy consumption, energy import from the electricity grid, surplus energy export to the grid etc. This information is constantly fed into and recorded in the Building Management System (BMS). The operation of the CCHP is controlled by a Central Control Monitoring System (CCMS) and the BMS. The operation of other systems and equipment are also automatically controlled by the BMS and manual override of systems and/or equipment may be selected as needed. An overview of the BMS and CCMS is provided in Annex C.
- 1.9 ZCB extracts BMS data on a monthly basis. In addition, an existing external consultant also accesses and collates the BMS data to extrapolate trends in energy and carbon performance, and provides a monthly performance reporting service.

- 1.10 ZCB underwent an extended period of testing and commissioning from its practical completion in June 2012 to December 2014. 3 energy audits were conducted in the period 2013-2014. In 2015, ZCB's total renewable energy generation (377MWh) exceeded total energy consumption (355MWh). This resulted in a carbon footprint of —16 tonnes for 2015. The average yearly energy consumption for 2013-2015 was 339MWh/year—1.5 times higher than the original design estimate of 131MWh/year (Refer to Annex D for details). Some factors that could be seen to contribute to the performance gap include:
 - ZCB is currently operating 7 days a week while the design estimate was for a 5-day operation week;
 - Minor energy consumption was assumed for non-operation hours (19:00 to 08:00) for lighting and power, however actual energy consumption accounted for 22% of total daily energy consumption in summer, and 30% in winter. A base load of 18-20kW was measured for a typical daily lighting and power load profile;
 - Larger than expected energy consumption related to non-essential services such as landscape lighting, basement floor energy consumption, and plumbing and drainage.
- 1.11 Renewable energy generation was 14% below the design target in 2013-2014. The CCHP system suffered a number of major breakdowns from May-June 2013 and from August-November 2014. Thus the system was only in operation for 7 months (i.e. >10 days/month) from July 2012 to the end of 2014. As a result, there was a shortage in energy generation by the system compared with the original design target. However, overall energy generation at the end of 2015 was 11.5% above the designed target. This was primarily due to extension of the operation of the CCHP system beyond summer months (May-September) to all year round and to smooth operation of the system.
- 1.12 To narrow the energy performance gap, a number of operational and facility management improvement measures were identified and implemented from May-December 2014 to reduce energy consumption at ZCB. These included:
 - More stringent energy management practices for staff
 - Optimisation of operation hours for mechanical ventilation in plant rooms and utilities

- Optimisation of landscape irrigation schedule
- Fine tuning operation hours for indoor, outdoor and emergency lighting
- Adding switch off function for all audio and video equipment
- 1.13 ZCB has undergone operational and occupancy changes that challenge the mechanical, electrical and control systems, and operation under optimal energy performance. In June 2017, ZCB was transformed into a "Climate Change and my Smart City" Experience Centre. The centre showcases exhibits under 4 sub-themes:

 Climate change;
 Smart and Sustainable Built Environment;
 Smart Living; and
 Health and Well-being. With the installation of additional electronic and lighting equipment, these new operating conditions affect the energy demand and consumption levels at ZCB.
- 1.14 To achieve its zero carbon objective over time, ZCB aims to:
 - Optimise the operation and performance of existing systems and equipment to maximize energy savings;
 - Identify and integrate new system and equipment upgrades/retrofit where feasible; and
 - Balance the objective of zero carbon with creating a comfortable indoor environment for occupants and higher utilization of ZCB facilities.
- 1.15 To this end, CIC-ZCB is seeking to engage an external consultant ('Consultant') to carry out the retrocommissioning of ZCB.

2. Project Objectives

- 2.1 The key objectives of the retrocommissioning are:
 - (a) To conduct a detailed comprehensive in-depth review and analysis of the systems and equipment (including designs, operational modes and settings), installed at both internal and external areas of the building, and their respective operational and maintenance strategies for the purpose of verifying and optimizing the utilization of energy at ZCB;

- (b) To identify energy saving opportunities and/or operational improvements, and develop a retrocommissioning plan, to optimise and enhance energy and carbon performance, as well as indoor environmental quality for occupants of ZCB;
- (c) To examine how to achieve and maintain ZCB's zero carbon objective under new operating conditions/usage requirements (i.e. as a Climate Change and My Smart City Experience Centre), proposing strategies to further reduce ZCB's carbon footprint; and
- (d) To propose, where justified, upgrade protocols to building equipment, systems and control systems, and retrofits for implementation with cost estimates and effectiveness assessment to further uplift energy efficiency and the zero carbon objective.

3. Scope of Consultancy Services

3.1 The Consultancy Services will consist of TWO (2) Mandatory Phases (Phase 1a/1b and Phase 2) and ONE (1) Optional Phase (Phase 3). Tentatively, Phase 1a/1b and Phase 2 will take 6 months and 10 months respectively whilst Phase 3 will take 12 months (if implemented).

3.2 Phase 1a - Planning (Core Items)

The Consultant shall:

(a) Conduct a detailed analysis of all plants, building systems and equipment at ZCB including but not limited to Mechanical Ventilation Air Conditioning (MVAC), PV, biodiesel trigeneration, electrical installations, daylighting, lighting and dimming system, lift etc. (Refer to Annex C for details);

- (b) Compile a checklist, propose a data collection plan, and collect all building design and operational information required for analysis the Consultant shall specify their methods of data collection for various plants, systems and equipment, and their current requirements or operating conditions (e.g. documentation, BMS and CCMS data, walk-throughs, interviews with O&M staff, any energy modelling, other historical data etc.) for approval by CIC-ZCB and collect all necessary information. This should provide a picture of ZCB's actual operational profile;
- (c) In a preliminary analysis and overview, verify whether the collected data/information are accurate, reliable and valid for further detailed analysis;
- (d) Propose to carry out any on-site measurements to collect data if deemed necessary, clarifying for what purpose, if existing ready information is insufficient for detailed analysis (e.g. missing/poor quality data in the BMS, data not already recorded, or to cross check data accuracy and reliability). The Consultant shall provide the equipment/tools required for carrying out measurements and include it in their tender price;
- (e) Collect information on current facility usage requirements, daily operation schedule, and required comfort levels for analysis the Consultant shall propose their methods for data collection (e.g. site survey, walk-throughs, observations, interviews with users etc.) for approval and agreement with CIC-ZCB;
- (f) Based on preliminary information collected on the operation of plants, systems and equipment and on the use of facilities, to identify at a high level where they meet or do not meet current requirements, gaps contributing to inefficient energy use, and factors contributing to unsatisfactory indoor environmental conditions. The Consultant shall prepare a checklist of areas for further detailed investigation for agreement with CIC-ZCB. The checklist shall include but not be limited to the following:

- MVAC examining the cooling demand, operation hours, operating conditions of the MVAC system (e.g. system control strategy/sequence, design and actual set points, temperature differentials, flow rates, on/off control/status of equipment, manual/automatic controls, accuracy and consistency of sensor/meter readings, operating interface/logic of the adsorption and electric chillers under various loading factors/conditions etc.) for the 3 key modes of cooling at ZCB: (1) Air conditioning; (2) Free cooling; and (3) Natural ventilation
- **PV** evaluating annual PV energy generation, PV efficiency and system loss, checking solar data and energy generation compared to PV efficiency
- Combined Cooling Heat & Power (CCHP) examining biodiesel tri-generation, output power, setpoints, chilled and condenser water temperatures, hot water flow rates etc.
- **Lighting systems** reviewing lighting levels of different functional areas, evaluating the effectiveness of dimming, daylighting and artificial lighting
- **Landscape area** examining power consumption
- **Small power and plug loads** identifying and examining baseloads, plug loads etc.
- **Metering facilities and monitoring** examining available metering devices in the electrical distribution network, accuracy and power quality etc.
- **CCMS interface with BMS** consistency of interface, control logic and alignment with actual operation of systems and equipment
- Lift and fire services review energy efficiency
- **Plumbing & drainage** review energy consuming equipment
- Water management systems review water efficiency and energy consuming equipment
- (g) Based on the collected information and preliminary analysis, to develop a retrocommissioning plan for review and approval by CIC-ZCB. The plan shall include but not be limited to the following:
 - General description, objectives and scope of work
 - Master programme for the retrocommissioning
 - An overview of all plants, systems and equipment examined
 - An overview of facilities use and requirements

- Summary of preliminary analysis of plants, systems and equipment in the context of current use and facility requirements with findings
- Summary of operational and maintenance gaps contributing to inefficient energy use and unsatisfactory indoor environment which would be areas for further detailed investigation
- Proposed methodologies for the retrocommissioning with evidence to prove their effectiveness
- Data collection, verification and any site measurement plan
- (h) Coordinate with CIC-ZCB on detailed contents to be included in the retrocommissioning plan;
- (i) Propose verification methods for energy saving opportunities, including operational and maintenance improvements, and/or retrofits/upgrades for implementation;
- (j) Propose and assemble the retrocommissioning team for approval and agreement with CIC-ZCB, providing details of each team member's role in the process.

3.3 Energy Modelling (Optional Item)

The Consultant can propose to carry out energy modelling, where justified, for simulations of different scenarios, and to assess the energy and cost savings for identified energy saving opportunities.

3.4 Phase 1b - Investigation (Core Items)

The Consultant shall:

(a) Collect necessary trend logged data from the BMS, and/or through on site measurements, checking accuracy and quality of data for meaningful analysis, and gather other diagnostic information as required to investigate plants, systems and equipment and their operating performance;

- (b) Collect data which reflect seasonal demands/variations, most notably for the summer and autumn seasons (May to October) where cooling load is greatest, where thermal comfort is a concern among building occupants, and where the most significant operational problems occur;
- (c) Analyse the trend logged data and/or other collected data to examine trends in operational performance. In particular, the Consultant shall examine operating points under various operating scenarios so as to verify whether such operating points permit optimal energy efficient operation of systems and equipment. The Consultant shall also identify operational problems of systems and equipment, problems in systems integration and/or in the combination of equipment used in operation;
- (d) Review and analyse the operational profile of key indoor and outdoor spaces/areas and the energy load distribution of each space/area;
- (e) Perform diagnostic monitoring and perform any functional tests for systems and equipment as needed;
- (f) Identify key performance gaps, sources of the gaps, and factors contributing to the gaps;
- (g) Examine occupant thermal comfort within the building for various spaces/functions, conducting necessary measurements and collecting relevant data related to key thermal comfort parameters for evaluation against design benchmarks (to include but not limited to temperature variations, air speed, relative humidity, CO₂ levels, etc. within spaces). This review of indoor environmental conditions shall include a survey/interviews with building occupants (to include examination of metabolic rate, clothing value, behaviour etc.). Based on evidence, the Consultant shall identify improvements to enhance the health and comfort of building occupants;
- (h) Based on scientific data and detailed data analysis, identify energy saving opportunities including operational and maintenance improvements and/or retrofits/upgrades which can allow the relevant plants, systems and equipment to uplift their reliability on top of energy savings;

- (i) Document and compile a detailed report showing the trends, analysis and problem findings which led to justification of the identified energy saving opportunities. The following shall be clearly identified for each potential energy saving opportunity (operational and maintenance improvement measure, retrofit and/or upgrade:
 - Estimated energy savings (with clear calculations)
 - Detailed cost estimations
 - Payback period (ranging from no/low payback to higher capital costs and longer payback periods, highlighting the most cost effective measures)
 - Implementation periods/timeframe
 - Anticipated interruption to normal operations
 - Measurement and verification methods on energy saving, reliability and thermal comfort improvements
 - Drawings/schematics (where appropriate);
- (j) Based on the above report, to prioritise and recommend to CIC-ZCB energy saving opportunities which can be implemented in the short to medium and long term including:
 - Finetuning or improvements to optimise systems and/or equipment performance with no/low cost investment or no major disruptions to building operation;
 - Changes in operational and maintenance measures with no/low cost investment; and
 - Options for repairs/replacements/retrofits/upgrades, involving relatively higher capital cost investment to improve overall building energy efficiency and bridge performance gaps;
- (k) Produce a final master list of energy saving opportunities with clear descriptions of each energy saving opportunity and improvement, options with financial savings, and detailing the work needed for each for review and approval by CIC-ZCB;

- (l) Provide benchmarking for performance assessment of systems and equipment for Phase 2, with reference to best practice examples of low/zero energy/carbon building design, systems and equipment, or other relevant prevailing industry practices and latest local and international performance standards, where feasible;
- (m) Propose a detailed staged implementation plan with a systematic approach and methodology which aligns with CIC-ZCB's business development needs, budget requirements, timeframes and which considers impacts on operation for system tuning, repairs and any retrofit/upgrade works;
- (n) Propose any further in-depth studies of particular plants, systems and equipment;
- (o) Liaise with CIC-ZCB to finalise and mutually agree on the retrocommissioning implementation plan to be carried out;
- (p) Provide content input for a Request for Proposal (RFP)/Tender document (including but not limited to the scope of works, technical specifications, equipment schedule, schedule of rates, specifications for any special requirements for system and/or equipment modifications or repairs, specification for any specialist contractor/subcontractor services, specifications of performance measures/levels that shall be met, drawings/schematics etc.) for CIC-ZCB to engage a Contractor to perform selected energy saving opportunities including operational improvements, and any retrofit/upgrade works.

3.5 Phase 2 – Implementation of the Retrocommissioning Plan (Core Items)

Based on the findings from Phases 1a and 1b, the agreed retrocommissioning implementation plan, and subject to budget approval and instruction from CIC-ZCB to commence Phase 2, the Consultant shall:

(a) Liaise and oversee existing ZCB contractors of various systems and/or equipment to carry out adjustments and finetuning that can be readily implemented for energy and carbon savings with no/low cost investments including but not limited to:

- Any housekeeping measures (e.g. faults, maintenance and services);
- Repairing;
- Recalibrating (e.g. setpoints, schedules, resets);
- Reprogramming controls (control logics) and control devices (e.g. temperature sensors, damper actuators

Measures shall be implemented with minimal disruptions to building operations;

- (b) Participate in the CIC-ZCB RFP/tender interview process in the selection of a main works contractor (the Contractor) who will implement more radical/higher cost improvement measures (e.g. retrofits/upgrades) in the detailed retrocommissioning plan (subject to approval by CIC-ZCB), provide support for queries and clarifications, and participate in the RFP/tender assessment if required by CIC-ZCB;
- (c) On contract award by CIC-ZCB to the selected Contractor for the implementation of the retrocommissioning plan, proceed to oversee and liaise with the selected Contractor, various existing contractors for the systems and equipment at ZCB, and the on-site facility management team to monitor and ensure that implementation works are carried out in accordance with the agreed detailed implementation plan;
- (d) Review, comment and approve any design, program and/or submissions, drawings, and method statements to be submitted by the Contractor/s for the implementation works;
- (e) Report on the progress of the implementation works including but not limited to meeting the budget for the works, claims for additional payment, requests for extensions of time, and any other matters affecting progress;
- (f) Ensure all implementation works comply with relevant statutory and technical requirements and conduct testing and commissioning of the works as required;

- (g) Collect post-implementation data and verify actual energy savings against the anticipated energy savings from Phase 1, evaluating the effectiveness of operational improvement works and/or retrofits/upgrades after implementation, (Remark* The Consultant should specify and ensure the Contractor can deliver guaranteed performance improvements in energy savings, reliability, and thermal comfort, which are agreed with CIC-ZCB before award of the contract);
- (h) Based on post-implementation data evaluation, to adjust the baseline (criteria/parameters) for the performance of systems and/or equipment, if required, from which to monitor and assess ongoing performance;
- (i) Provide a final retrocommissioning report documenting the entire retrocommissioning process and outcomes. The report shall contain but not be limited to the following:
 - Project summary
 - Owner's operating requirements
 - Findings with detailed descriptions of the implemented measures
 - Updated savings estimates and actual improvement costs
 - The BMS/CCMS trending plan and diagnostic/monitoring plan
 - All completed plant, equipment and system investigation tests and results
 - Recommendations on the revised operational and maintenance requirements for improving the reliability of systems and/or equipment plus occupant thermal comfort
 - Recommended frequency for retrocommissioning
 - Complete detailed documentation of revised and new control sequences
 - Recommendations for maintaining new improvements, including simple house rules for on-site technicians where appropriate
 - Training summary including training materials for on-site staff to carry out and maintain improvements
 - Review of the energy and carbon performance of ZCB after implementation of the recommended improvements

- A list of recommended retrofit/upgrade options for further investigation and consideration by CIC-ZCB (to include justifications, details of system configuration, system and/or equipment components, reliability and flexibility, advantages and disadvantages of each option, estimated annual energy savings, with environmental and cost implications for each option, payback period, space requirements, any alterations required to existing building facilities, and the option's alignment with achieving the zero carbon objective)
- Annexes to include updated building documentation (e.g. systems manual, drawings, specifications, updated O&M manuals etc.)
- (j) Review and report on the energy and carbon performance of ZCB with the implementation of the retrocommissioning plan;
- (k) Provide an ongoing commissioning plan to guide and ensure that the benefits of the retrocommissioning process are maximised and maintained. The plan shall specify effective strategies for maintaining the new improvements over time, e.g. tracking energy and system performance, ongoing maintenance plan, periodic retrocommissioning etc.
- (l) Provide content input for new clauses/amendments (to scope of service, performance-based clauses, requirements etc.) in maintenance contracts of relevant contractors and sub-contractors of CIC-ZCB to facilitate ongoing management of operational and maintenance improvements and/or any retrofits/upgrades;
- (m) Supervise the Contractor/s or specialist Contractors for any repairs/retrofit work/upgrades for systems and/or equipment approved by CIC-ZCB, ensuring any works are in accordance with the agreed designs and guaranteed performance levels, perform any related testing and commissioning of completed works, provide testing and commissioning reports, and oversee handover of works implemented;
- (n) Provide a list of any outstanding and defective works, and arrange inspections and remedial measures, ensuring any defects are fixed within the defects liability period;

- (o) Monitor and report on progress of any defects rectification and completion of outstanding/additional works;
- (p) Arrange any final inspection/s with relevant authorities;
- (q) Certify invoices submitted by the Contractor/s;
- (r) Conduct testing and commissioning of all works associated with systems and/or equipment;
- (s) Develop and conduct training for on-site building operation and maintenance (O&M) staff and building occupants as deemed necessary to ensure that they have the knowledge and skills to maintain the retrocommissioning improvements over time;
- (t) Approve any operation and maintenance manuals and/or instructions and as-built records for completed works submitted by the Contractor;
- (u) Hold a close-out meeting to ensure full implementation of agreed energy saving opportunities (operational improvements and/or repairs/retrofit/upgrade work, any testing and commissioning, and arrange for handover of relevant documentation and materials including e.g. any warranties and certificates, as-built records, spare parts etc.) if required;

3.6 Phase 3 - Ongoing Commissioning and Technical Support (Optional Items)

To ensure the implementation of retrocommissioning measures perform as intended, the Consultant shall provide an ongoing performance monitoring and verification service commencing after the completion of Phase 2. The Consultant shall:

(a) Continue to oversee and liaise with the Contractor and various subcontractor(s) working on the improvements of the systems and equipment at ZCB and the on-site Facilities Management team to monitor and ensure that energy saving opportunities including building operational and maintenance improvements, and/or repairs/retrofit/upgrade work implemented are optimised for persistent performance;

- (b) Continue to monitor and report on progress of any defects rectification and completion of outstanding/additional works;
- (c) Develop key performance indicators (KPIs) (e.g. COP) and also collect and analyze relevant data on a monthly basis to compare against baseline data derived from the implementation of the retrocommissioning plan in Phase 2;
- (d) Identify any performance gaps notable large differences between the baseline data and the collected data, monitor and eliminate any mismatch between design and operation, and eliminate operational issues
- (e) Verify system and/or equipment performance and efficiency providing monthly reports detailing verification of energy saving opportunities, operational improvements and any system and/or equipment repairs/retrofit/upgrades, with recommendations for continuous performance improvements;
- (f) Provide technical support for ongoing commissioning as and when required by CIC-ZCB, as well as continuous finetuning and training; and
- (g) Provide feedback for further renovation/system re-design works if justified.
- 3.7 The Consultant shall seek CIC-ZCB's approval for each retrocommissioning phase, fully address CIC-ZCB's comments, and seek written consent from CIC-ZCB before proceeding with each phase.
- 3.8 When necessary, the Consultant shall communicate, correspond and liaise directly with relevant Government Departments, utility undertakers, CIC-ZCB and relevant consultants, contractors and subcontractors to obtain information in connection with the project, copying such correspondences to CIC-ZCB.
- 3.9 The Consultant shall minimise any disturbance or interruption to the daily operations of CIC-ZCB during the project period.

- 3.10 The Consultant shall work in collaboration with CIC-ZCB, the relevant contractors and subcontractors, and any other relevant parties throughout the project to satisfy the scope of works as described in this Section 3.
- 3.11 The Consultant shall monitor and report on any outstanding items/additional works.
- 3.12 Other items of work directly or indirectly related to this Consultancy Contract may be added by CIC-ZCB with the agreement of the Consultant and shall form part of the overall scope of the Consultancy and be covered by the terms of the Agreement with additional fees to be mutually agreed by CIC-ZCB and the Consultant.

4. Deliverables

- 4.1 The Consultancy service and all deliverables shall comply with the Contract requirements to the satisfaction of CIC-ZCB. The Consultant shall clarify with CIC-ZCB any queries regarding the contractual requirements before the establishment of the Contract. Should there be any differences in the interpretations between CIC-ZCB and the Consultant regarding the contractual requirements after establishment of the Contract, the CIC-ZCB shall have the final jurisdiction on the explanation and approach of the implementation for the requirements. The Consultant shall follow the explanation of the requirements and the instructions given by CIC-ZCB to implement the solution to the satisfaction of CIC-ZCB.
- 4.2 The following deliverables (hardcopies and softcopies with editable and scanned files (CAD files and PDF files) on CD-ROMs or other media) are to be supplied by the Consultant as and when required. These deliverables can include but are not limited to:

Table 4.1 Deliverables

Project Phase	Deliverables	No. of Copies
		Required
Core Item	• Checklist and data collection plan for	1 hard copy and soft copy
Phase 1a -	information on building design, plants, systems	
Planning	and equipment, and operation and maintenance	
	Data collection plan for facility usage, daily operation schedule, and comfort levels	1 hard copy and soft copy
	Checklist of areas for detail investigation	1 hard copy and soft copy
	(plants, systems, equipment, facilities etc.)	
	• Retrocommissioning plan for review and	2 hard copies and soft
	approval by CIC-ZCB - to include details of	copy
	the retrocommissioning team	
Core Item	Detailed report with problem findings and	2 hard copies and soft
Phase 1b -	justifications for energy saving opportunities,	copy
Investigation	improvements in systems and/equipment	
	reliability and occupant thermal comfort	
	Master list of energy saving opportunities and/or operational and maintenance improvements and/or upgrades/retrofits for implementation with financial savings	1 hard copy and soft copy
	Detailed retrocommissioning implementation plan	1 hard copy and soft copy
	Content input for a RFP/tender document for CIC-ZCB to engage a Contractor to carry out retrocommissioning implementation work	1 hard copy and soft copy

Project Phase	Deliverables	No. of Copies Required
Core Item	• Final retrocommissioning report documenting	2 hard copies and soft
Phase 2 -	the entire retrocommissioning process with	copy
Implementation of the	implementation outcomes (tests and results,	
Retrocommissioning	recommendations, updated drawings,	
Plan	specifications etc.)	
	Testing and commissioning reports	2 hard copies and soft
		copy
	Certificate of practical completion	1 hard copy and soft copy
	List of any outstanding and defective works	1 hard copy and soft copy
	Certification of defects rectification	1 hard copy and soft copy
	• Report on ZCB energy and carbon	2 hard copies and soft
	performance after implementation of	copy
	retrocommissioning plan	
	• List of handover materials	1 hard copy and soft copy
	• Content input for new clauses/amendments to	1 hard copy and soft copy
	maintenance contracts of relevant CIC-ZCB	
	contractors of various systems and equipment	
	Ongoing commissioning plan	1 hard copy and soft copy
Optional Item	• Monthly performance audit reports with	1 hard copy and soft copy
Phase 3 -	verification of energy saving opportunities,	
Ongoing	operational improvements, and any system	
Commissioning and	and/or equipment repairs/retrofits/upgrades	
Technical Support		

- 4.3 All deliverables produced by the Consultant shall be subject to acceptance by CIC-ZCB. The CIC-ZCB will endeavour to respond to and comment on the deliverables submitted by the Consultant within a reasonable time. The Consultant shall rectify and supplement the submissions within a reasonable time upon receiving comments from CIC-ZCB.
- 4.4 All documents shall be submitted electronically in MS Word format, MS Excel format (for data) and in pdf file format or any other formats as applicable which are readily printable. Drawings shall be prepared in AutoCAD DXF or DWG format conforming to the CAD Standard for Works Projects version 1.03.00 (or later versions as agreed between CIC-ZCB and the Consultant from time to time)

Ref. (322) in P/AE/PUR/AGC

Assignment Brief

as posted on the web site of the Works Branch of Development Bureau http://www.devb-wb.gov.hk.

- 4.5 All documents must be submitted in English (and Chinese if required) to the satisfaction of CIC-ZCB.
- 4.6 The copyright of all reports, documents, recommendations, data and any other information prepared or collected by the Consultant, its specialist(s) and sub-consultants/contractor(s) and their employees and agents in the course of this Consultancy shall be borne with CIC-ZCB.

5. Presentations

5.1 The Consultant shall:

- (a) Attend all necessary meetings with CIC-ZCB and its relevant committees as requested, report on the progress of the works for each phase of the Consultancy, and seek CIC-ZCB's approval for study recommendations and implementation;
- (b) For each phase of the project, where necessary, communicate and correspond directly with other consultants, contractors, Government departments and relevant authorities to obtain information in connection with the project, and seek necessary approvals, copying such correspondences to CIC-ZCB.
- (c) Report on the progress of the Consultancy to CIC-ZCB and other relevant parties on a fortnightly basis;
- (d) Arrange briefing sessions when required by CIC-ZCB with any parties which CIC-ZCB considers appropriate;
- (e) On completion of each phase of the project, conduct a presentation of the findings and recommendations to CIC-ZCB and to any other parties as required by CIC-ZCB for comments and/or approval;

(f) Prepare presentation materials to be in English and Chinese as necessary and when required.

6. Project Programme

- 6.1 The Consultant undertakes to carry out the Consultancy Services and submit deliverables as stipulated in this Assignment Brief to CIC-ZCB in accordance with the tentative programme specified in Paragraph 6.3 below or as directed/agreed by CIC-ZCB from time to time.
- 6.2 Supplementary information or reports other than the deliverables stated in Table 4.1 shall be prepared and delivered at such time upon request by CIC-ZCB.
- 6.3 The tentative program timeline is outlined below.

Project Phase	Tentative Timeline for
	Completion
Core Items	
Phase 1a - Planning and Phase 1b - Investigation	
Completion of retrocommissioning plan for review	3 months from contract award
and approval by CIC-ZCB	
Completion of master list of energy saving	6 months from contract award
opportunities, operational and maintenance	
improvements, and retrofits/upgrades with a	
detailed staged implementation plan	
Phase 2 - Implementation of the Retrocommission	ning Plan
Completion of ready implementation of any	3 months from completion of Phase 1
housekeeping measures, finetuning or	
improvements with no/low cost investment	
Participation in CIC-ZCB RFP/tender in	3 months from completion of Phase 1
engagement of a Contractor for implementation of	
detailed retrocommissioning plan	
Completion of implementation of	6 months from contract award to
retrocommissioning plan with selected Contractor	Contractor for implementation works
Completion of final retrocommissioning report	1 month from completion of
	implementation of retrocommissioning
	plan

Project Phase	Tentative Timeline for	
	Completion	
Optional Items		
Phase 3 - Ongoing Commissioning and Technical	Support	
Ongoing performance monitoring and verification	12 months from completion of Phase 2	

6.4 On commencement of the Contract, the Consultant shall propose a detailed programme, to be approved by CIC-ZCB. The programme and any future changes required to the programme shall also be approved by CIC-ZCB.

7. Management of the Consultant

- 7.1 The Consultant shall be directed and supervised by CIC-ZCB;
- 7.2 The Consultant shall obtain the approval of CIC-ZCB (where appropriate) before commencement of each phase of the Services to be provided;
- 7.3 The Consultant shall attend all necessary project meetings with CIC-ZCB and other relevant stakeholders for this Consultancy as requested by CIC-ZCB;
- 7.4 The Contractor shall report their progress during the provision of each component of the Services as required by CIC-ZCB;

8. Consultant's Office and Staffing

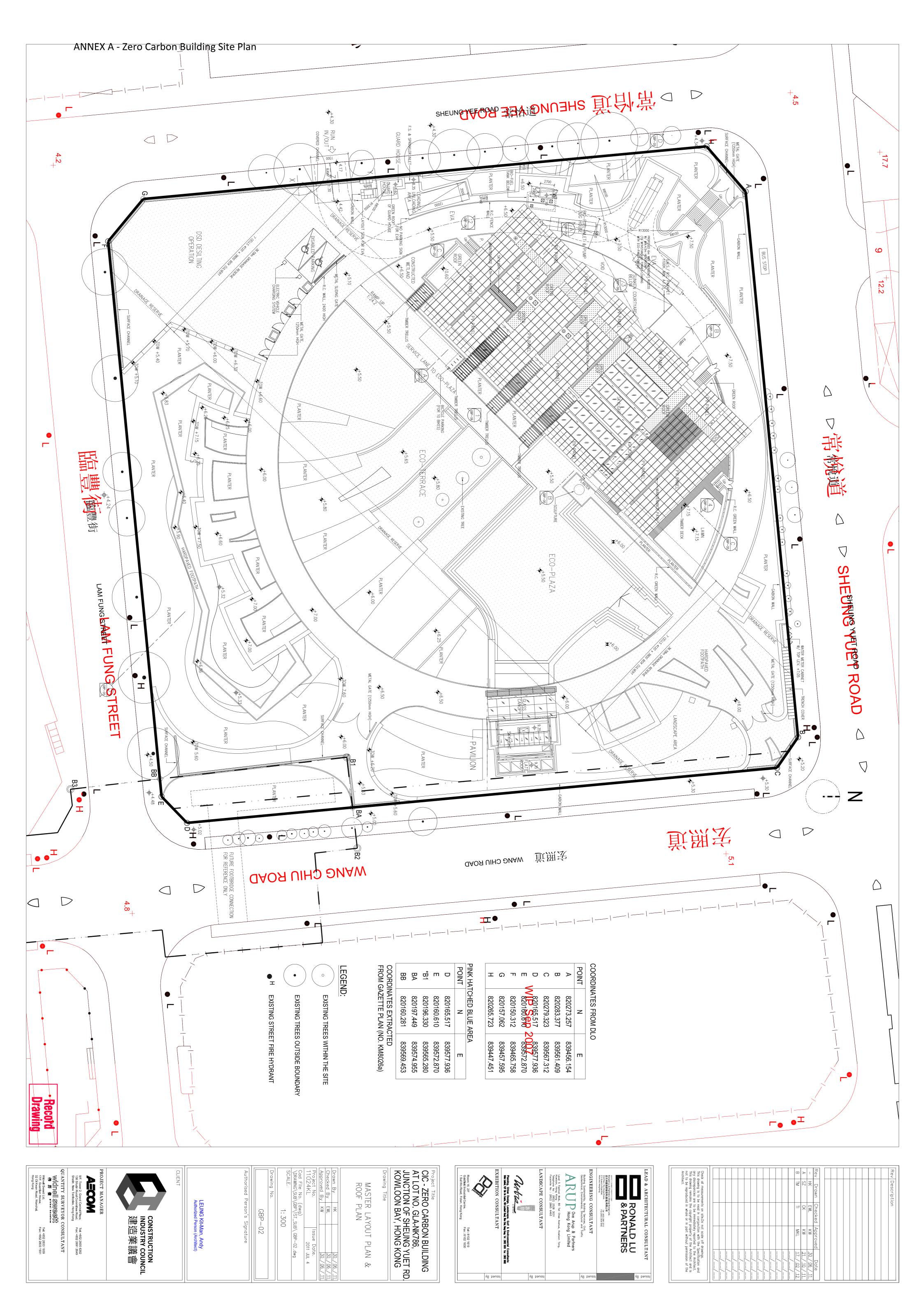
8.1 The Consultant shall maintain for the duration of this Consultancy an office in Hong Kong. The Consultant team as a whole, and each individual within the team, shall have the experience of conducting projects of a similar nature and scope of the Services as required in Section 3 of this Assignment Brief. The team shall be led by a Project Manager with at least 10 years of experience in the provision of similar services (i.e. the retrocommissioning of buildings). The Project Manager will act as the main contact point for CIC-ZCB and relevant stakeholders for all stages of services delivery.

- 8.2 The composition of the consultancy team shall also include at least the following team members:
 - (a) Project Manager with at least 10 years of experience in building sustainability/building services engineering and specifically carrying out retrocommissioning for building projects with demonstrated achievements in energy and carbon savings;
 - (b) Technical Staff 2 project engineers with at least 5 years of relevant experience in building sustainability/building services engineering and/or related project experience in the retrocommissioning of buildings and reporting;
 - (c) Administrative supporting staff
- 8.3 The Consultant shall provide all specialist and sub-contractor services required for the satisfactory delivery of the Services. No additional fees or expenses for the provision of such services rendered locally or overseas shall be payable by the CIC-ZCB.
- 8.4 The Consultant shall provide CIC-ZCB with full details of key staff to be employed in the provision of the Services together with their curriculum vitae for prior approval from CIC-ZCB. Separate approval from CIC-ZCB should be obtained for any subsequent changes of staff.
- 8.5 The Consultant team shall provide all specialist and sub-consultant sub-contractor services (not limited to those specified in Paragraph 8.1 above) required for the satisfactory completion of the Consultancy. No additional fees or expenses for the provision of such services rendered locally or overseas shall be payable by CIC-ZCB.
- 8.6 The Consultant shall provide staff and manpower input in accordance with the technical proposal made at the tender stage, and that the CIC-ZCB shall have the right to check the time-log record of the Consultant's staff deployed for the Consultancy.
- 8.7 In the event of any deviation or change of team members with respect to the submitted tender, prior approval from CIC-ZCB must be sought.

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council Ref. (322) in P/AE/PUR/AGC

Assignment Brief

8.8 In the event, for reasons beyond his control, the Consultant is unlikely to provide or maintain any key staff as specified in the proposal, he should report to the CIC-ZCB as soon as practicable and propose for the CIC-ZCB's approval of a substitute staff having qualification and experience comparable with the staff who is leaving the consultancy team.



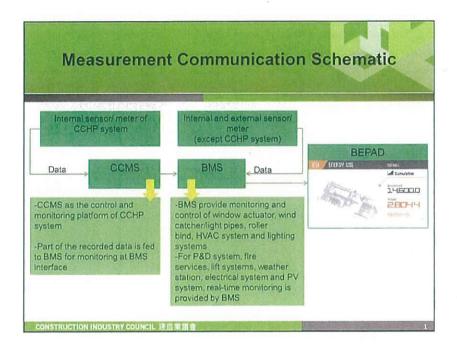
ANNEX B — ZCB Design Strategies and Features

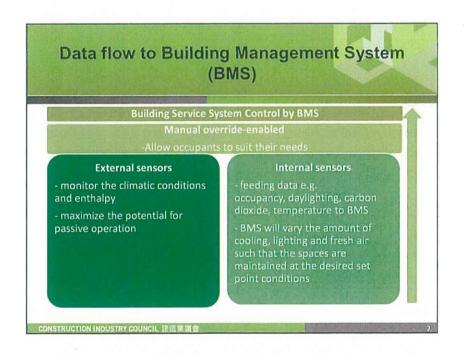
No.	Categories	Ref No.	Strategy	Location of Feature/	Design/Building Feature
	_			Storytelling Soot	3
1.	EU	EU-P1	Ventilation	Urban Forest / M/F P-Zone	Tree Ratio/Urban Forest (300 Trees)
2.		EU-P2	Ventilation	M/F P-Zone	Greening Ratio
3.		EU-P3	Ventilation	M/F P-Zone / Loop	Water Ratio / Water Features
				(water)	for Evaporative Cooling
4.		EU-P4	Ventilation	Loop (near NE of ZCB)	Earth Cooling System
5.		EU-P5	Ventilation	M/F P-Zone	Bioclimate-Responsive Site Planning (Prevailing Wind)
6.		EU-P6	Ventilation	M/F P-Zone	Non-Air-conditioned Area
7.		EU-P7	Ventilation	M/F P-Zone	Eco-Tower for Ventilation
8.		EU-P8	Envelope	East & West facades of ZCB & Eco-cafe / M/F P-Zone	Green Wall
9.		EU-P9	Envelope	Eco-Toilet (O) & Eco- cafe / M/F P-Zone	Green Roof
10.		EU- P10	Envelope	M/F P-Zone	Ultra-Low Overall Thermal Transfer Value (OTTV)
11.		EU-P11	Envelope	M/F P-Zone	Optimized Window-Wall Ratio (WWR)
12.		EU- P12	Envelope	M/F P-Zone	High Performance Door System
13.		EU- P13	Envelope	M/F P-Zone	High Performance Window System
14.		EU- P14	Envelope	M/F P-Zone & south facade of ZCB	External Solar Shading
15.		EU- P15	Daylight	M/F P-Zone	Orientation for Daylighting
16.		EU- P16	Daylight	M/F P-Zone	Clerestory for North Light
17.		EU- P17	Daylight	M/P P-Zone	Light Pipe
18.		EU- P18	Daylight	"Recess" / M/F	Lightshelf
19.		EU-A1	HVAC	Eco-Office	Passive Chilled Beams
20.		EU-A2	HVAC	Eco-Office & Multi- Purpose Room	Underfloor Displacement Cooling
21.		EU-A3	HVAC	Eco-Office, Multi-	Ceiling Fans
21.		20-73	TIVAO	Purpose Room & M/F exhibition zones	Centrig Faris
22.		EU-A4	HVAC	B/F Outdoor	Dessicant Wheel for Humidity
۷۷.		LU-74	110/10	Exhibition Area	Reduction of Incoming Air
23.		EU-A5	HVAC	B/F Outdoor	High Efficiency Air Handling
		= = 7.0		Exhibition Area	Unit
24.		EU-A6	HVAC	B/F Outdoor Exhibition Area	Water Cooled Absorption Chiller
25.		EU-A7	HVAC	M/F Outdoor Exhibition Area	High Efficiency Cooling Tower
26.		EU-A8	HVAC	B/F Outdoor Exhibition Area	High Efficiency Water-cooled Electric Chiller
27.		EU-A9	HVAC	B/F Outdoor Exhibition Area	High Efficiency Central Plant Pumps
28.		EU- A10	Lighting	M/F A-Zone	Integrated Lighting Control System (including daylight level sensor, smart control system and interface for manual
29.		EU-A11	Lighting	M/F Display Area	Two-Level Lighting System with Manual Push Button for Higher Illuminance

N.		D. (N.		I I a series of East and	D /D
No.	Categories	Ref No.	Strategy	Location of Feature/ Storytelling Soot	Design/Building Feature
30.		EU-	Lighting	Loop	LED/CFL Landscape Lighting
		A12			with Smart Sensor and Manual
					Push Button for Higher
					Illuminance
31.		EU-	Lighting	M/F A-Zone	LED/CFL Internal Lighting
		A13			Module
32.		EU-	Lighting	Eco-office	Task Lighting
		A14			
33.		EU-	Smart Control	Eco-Home	Smart Metering and Display
		A15			
34.		EU-	Smart Control	BMS	Smart Central Building
		A16			Management System with
					Interactive Display Interface
35.		EU-	Smart Control	BMS	Energy Management System
		A17			and Energy Information Service
36.	1	EU-	Smart Control	BMS	Smart Indoor Environment
		A18			Control System (re Co2 /
					Temperature Sensors Metering
					and interactive Display /
					Manual)
37.		EU-	Smart Control	BMS / Eco-Plaza	On-site Weather Station for
		A19			Microclimate Change
					Adaptation
38.		EU-	Smart Control	BMS / ZCB facades	Automatic Control / Actuator for
00.		A20	Omar Control	Bille / EeB lacades	Window
39.	1	EU-R1	PV	M/F R-Zone	PV modules (Monocrystalline)
40.		EU-R2	PV	M/F R-Zone	PV modules (Polycrystalline)
41.		EU-R3	PV	M/F R-Zone	BIPV (Thin-film)
42.		EU-R4	PV	M/F R-Zone /	BIPV (CIGS Thin-film)
42.		LU-114	FV	Entrance Lobby	BIF V (CIGS TIIII-IIIII)
43.		EU-R5	PV	M/F R-Zone	BIPV (Polycrystalline)
44.		EU-R6	PV	Loop	PV landscape light
45.		EU-R7	Waste-to-	M/F R-Zone / Loop	Bio-diesel Combined Heat &
٦٥.		LOIN	Energy	(Zero Carbon)	Power Plant
46.		EU-R8	Smart Grid	M/F R-Zone	Smart Grid Connection with
40.		LO-10	Siliait Gilu	W/I IX-Zone	Export of Surplus Renewable
					Energy and Metering
47.		EU-R9	Solar Thermal	Eco-Cafe	Solar Thermal Collector
٦,,		LONS	Oolai IIIciiilai	Loo Gaic	(Evacuated Tube)
48.	MA	MA-1	Embodied	ZCB Model / G/F	Low Carbon Construction (e.g.
40.	IVIA	IVI/A- I	Energy	Exhibition Gallery	Balanced Cut & Fill)
49.		MA-2	Embodied	G/F Exhibition	Low Carbon Materials (e.g.
٦٥.		IVI/ \ Z	Lilibodica	O !!	
50.	1	MA-3	Embodied	Gallery G/F Exhibition	Spatial flexibility : Spaces for
] 50.		14171 3	Energy	Gallery & Eco-Office	different uses
51.	1	MA-4	Embodied	G/F Exhibition	Flexile design of services
"		1V1/ \ T	Energy	Gallery Eco-Office	. ioxiio dooigii or sorvioos
52.	1	MA-5	Embodied	G/F Exhibition	Structural design for flexibility
٥٤.		1417 ()	Energy	Gallery Eco-Office	Chaotara acoign for nexibility
53.	1	MA-6	Embodied	G/F Exhibition	Modular Design / Dimensional
] 55.			Energy	Gallery Eco-Office	Coordination and System
				Janory Loo Onice	Component Design for Future
					Change
54.	1	MA-7	Renewable	Multi-Purpose Room	Rapidly Renewable Materials
] 57.		141/3 /	TOTIOWADIC	Main apose Novill	(Natural Linoleum Flooring)
55.	1	MA-8	Reduce	G/F Exhibition	Lean Construction
55.		IVI/ \-U	Roduoo	Gallery	Loan Conduction
56.		MA-9	Recycled	G/F Exhibition	Carpet with Recycled content
30.		IVIA-9	Recycled	Gallery Eco-Office	Carpet with Necyclea content
57.	1	MA-10	Recycled	G/F Exhibition	Recycled Wood
37.		IVIA-10	Necycleu	Gallery Eco-Office	Necycleu Wood
50	1	MA 11	Pocycled	Lop (material)	Pacyclad Stone Payers
58. 59.	1	MA-11	Recycled		Recycled-Stone Pavers
Jy.	<u> </u>	MA-12	Recycled	Eco-Plaza	Recycled Wood-Plastic

No.	Categories	Ref No.	Strategy	Location of Feature/ Storytelling Soot	Design/Building Feature
				, ,	Composite
60.		MA-13	Recycled	Loop	Eco-Paver
61.		MA-14	Recycled	Eco-Toilets	Reconstituted Stone Tile
62.		MA-15	Reused	Loop (waste)	Reused C&D Waste (Gabion Wall)
63.		MA-16	Reused	G/F Exhibition Gallery & Eco-office	Reused Furniture / Fixtures
64.		MA-17	Sustainable Timber	Eco-Plaza / Air-Tree	FSC / Sustainable Wood (Certified Furniture)
65.	SA	SA-1	Microclimate	Loop / Air-Tree	Air Tree
66.	<u> </u>	SA-2	Microclimate	Loop (Water)	Pervious Material for Hard Landscape
67.		SA-3	Ecology	Eco-Pond	Eco-Pond
68.		SA-4	Ecology	Loop (ecology)	Plant Species for Biodiversity
69.		SA-5	Connectivity	Loop (transport)	Eco-links and Connectivity
70.		SA-6	Sustainable Transport	Loop (transport)	Bike Parking and Shower Facility in Eco-Office
71.		SA-7	Sustainable transport	Loop (transport)	Traffic Management by Pre- booking System
72.		SA-8	Sustainable Transport	Loop (transport)	Zero Emissions Electric Vehicle and Recharging System
73.	IEQ	IEQ-1	Daylight & View	Eco-office	100% access to Daylight and View
74.		IEQ-2	Room Acoustics	Eco-office & Multi- Purpose Room	Acoustic Absorption by Ceiling Baffles
75.		IEQ-3	IAQ	Eco-office	Low VOC Paint / Coating / Material
76.		IEQ-4	Localized	Eco-office	Printer rooms etc. with localized ventilation for independent exhaust system
77.	WU	WU-1	Water-saving	Eco-toilets	Waterless Urinal
78.		WU-2	Water-saving	Eco-toilets	Water-Efficient Fixture and Fitting
79.		WU-3	Water-saving	Loop (Water)	Water-Efficient Irrigation and Control System
80.		WU-4	Water-recycling	Loop (Water)	Stormwater Harvesting
81.		WU-5	Water-recycling	Loop (Water)	Greywater Recycling System
82.		WU-6	Water-recycling	Loop (Water)	Blackwater Recycling System
83.		WU-7	Water-recycling	Loop (Water) & constructed wetland	Constructed Wetland
84.	IA	IA-1	Innovation	Loop (culture), Eco- Terrace etc	Environmental Artwork
85.		IA-2	Innovation	Eco-Plaza BMS & M/F R zone	Knowledge Sharing with Energy-Efficiency Education Display (e.g. ZCB Carbon Neutrality Display)
86.		IA-3	Innovation	M/F R zone	Life Circle Carbon Analysis

ANNEX C - BMS & CCMS



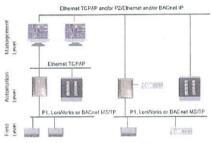






- 3 Levels:

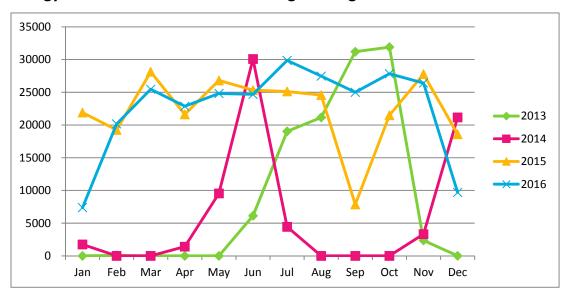
 - Management Level BMS Server & Workstation
 Automation Level Direct Digital Controller
 Field Level Field Equipment (Sensor & Actuator, etc) and application controller



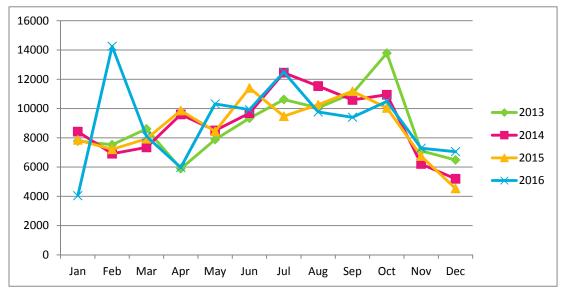
BMS Overall System Architecture

ANNEX D — **ZCB** Energy Generation and Consumption

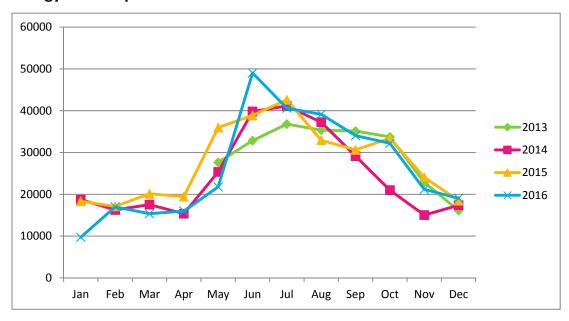
Energy Generation – Combined Cooling Heating and Power 2013-2016



Energy Generation – Solar/Photovoltaics (2013-2016)



Energy Consumption 2013 – 2016



Energy Consumption - 2016



Memorandum of Agreement

of

Consultancy Services for Retrocommissioning of

Zero Carbon Building

for

the Construction Industry Council

October 2017

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To be Signed by a Consultant

MEMORANDUM OF AGREEMENT

MEMORA	NDUM OF AGREEMENT made on theday of
	EEN THE CONSTRUCTION INDUSTRY COUNCIL of 1
	(hereinafter called "the Employer")
of the one p	art and ²
	of ³
(hereinafter	called "the Consultant") of the other part WHEREAS the Employer requires
the Consul	tant to provide the Services in respect of Consultancy Services for
Retrocomm	ssioning of Zero Carbon Building for the Employer (hereinafter called "the
Assignment	") and details of which are set out in the Assignment Brief annexed hereto
AND WHE	REAS the Consultant has agreed to provide such Services in accordance
with the A	ssignment Brief, Conditions of Employment annexed hereto (hereinafter
referred to a	s "the Conditions"), and subject to the payment to him by the Employer of
the fees and	d other payments set out in the Fee Proposal and the Conditions annexed
hereto.	
NOW THE	REFORE IT IS AGREED AS FOLLOWS:-
1.	This Agreement shall comprise :-
(a) Conditions of Tender and Appendices
(b) Form of Tender
(c) CIC's General Conditions of Contract and Guidelines for Works or
	Services (2b-CAR)
(d) Assignment Brief and its Annexes
(e) Technical Proposal and Fee Proposal
(f) General Conditions of Employment
(g) Contractor's Safety Requirement
(h) Any relevant correspondence
а	ll of which are annexed hereto.
2.	The Director for the purposes of this Agreement shall be ⁴

3. In consideration of the payments made at the times and in the manner set forth in the Agreement by the Employer, the Consultant hereby jointly and severally⁵ undertakes to perform and complete the said services subject to and in accordance with the Agreement.

IN WITNESS this Agreement has been executed as a deed on the date first above written

	SIGNED for and on behalf of)
	the Employer by ⁶)
)
)
	in the presence of	
	Signature, name and address	
(a)	SIGNED for and on behalf of)
	the Consultant by ⁷)
	•)
)
	in the presence of	
	Signature, name and address	
	OR	
(b)	SIGNED for and on behalf of and as)
	lawful attorney for ²)
	under power of)
	attorney dated)
	Ву)
	in the presence of	
	Signature, name and address	

OR

(c) SIGNED on behalf of the Consultant by ⁸

)

)

)

in the presence of Signature, name and address

NOTES: (for preparation of but not inclusion in the engrossment of the Memorandum of Agreement)

Case (a) is for use where the Consultant executes the Assignment.

Case (b) is for use where the Consultant executes through an attorney.

Case (c) is for use where the Consultant comprises a partnership or consortium. As regards the attestation clause, each member forming the partnership or consortium just executes.

- 1 Insert the address for service of documents.
- 2 Insert the name of the Consultant.
- 3 Insert the address of the Consultant.
- 4 Insert the post title.
- Delete "jointly and severally" where cases (a) or (b) apply. Initial the deletion by the signatories of the Memorandum of Agreement.
- 6 Insert the name and appointment of the officer.
- Insert the name(s) and capacity of the person(s) (usually the Directors of the Consultant) executing the Agreement for the Consultant. The person's authority to execute the Agreement for the Consultant is prescribed in the Memorandum of Association of the Consultant.
- 8 Insert the names of the partners.

Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council Ref. (322) in P/AE/PUR/AGC

General Conditions of Employment

of

Consultancy Services for Retrocommissioning of

Zero Carbon Building

for

the Construction Industry Council

October 2017

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Table of Contents

Cla	use	Page
1	Definitions	CE-4
2	Singular and Plural	CE-5
3	Marginal Headings	CE-5
4	Laws	CE-5
5	Interpretation	CE-5
6	Memorandum of Agreement	CE-5
7	Documents Mutually Explanatory	CE-5
8	Use of English Language and Metric Units	CE-5
9	Confidentiality	CE-6
10	Information to be supplied by the Employer	CE-6
11	Information to be supplied by the Consultants	CE-6
12	Retention of Documents and Audit Inspection	CE-7
13	Attendance at Meetings	CE-7
14	Facilities for Inspection	CE-7
15	Approval of Documents	CE-7
16	Delegation of Employer's Power	CE-7
17	Amendments to the Contract Conditions	CE-8
18	Written Approval	CE-8
19	Consultation	CE-8
20	Response to Queries	CE-8
21	Exclusive Ownership	CE-8
22	Care and Diligence	CE-9
23	Instruction and Procedure	CE-9
24	Approval for Variations and Claims	CE-10
25	Referral of Variations and Claims	CE-10
26	Programme to be Submitted and Agreed	CE-11

21	Payment	CE-11
28	Fees to be Inclusive	CE-11
29	Payment in Hong Kong Dollars	CE-11
30	Expenses incurred in currencies other than Hong Kong dollars (n	ot used).CE-11
31	Payment of Accounts	CE-12
32	Rendering of Accounts	CE-12
33	Payment for Additional Services	CE-12
34	Reduction of Lump Sum Fees	CE-13
35	Notifications and Payment for Delays	CE-13
36	Resident Site Staff (not used)	CE-14
37	Non-Assignment	CE-14
38	Employment and Replacement of Sub-consultants	CE-14
39	Liability of Consultant / Contractor for acts and default of sub-co	nsultantsCE-15
40	Publicity relating to contract works (not used)	CE-15
41	Suspension, resumption or termination	CE-15
42	Special Risks (not used)	CE-16
43	Appeal to Employer	CE-16
44	Settlement of Disputes	CE-16
45	Prevention of Bribery	CE-17
46	Declaration of Interest	CE-17
47	Insurance	CE-18
48	Safety Precaution	CE-18
49	Avoidance of Nuisance and Making Good Working Areas	CE-18
50	Disclosure of Information	CE-19
51	Code of Conduct for Staff	CE-19
52	Probity	CE-20
53	Copyright	CE-20
54	Consultant's Claims for Extras	CE-20

Consultancy	Services	for	Retrocomn	nis	sion	ing	of

Zero Carbon Building for the Construction Industry Council

Ref. (322) in P/AE/PUR/AGC

55	Commencement of the Works	CE-20
56	Time for Completion	CE-20
57	Liquidated Damages	CE-21
58	Completion of the Works	CE-21
59	Variations	CE-23
60	Valuation of Variations	CE-24
61	Rights of Third Parties	CE-26

General Conditions of Employment for Consultancy Services for Retrocommissioning of Zero Carbon Building for the Construction Industry Council

1 Definitions

In the Agreement as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

- "Agreement" means and includes the Memorandum of Agreement, Conditions of Employment for Consultancy Services for Retrocommissioning of Zero Carbon Building (ZCB) for the Construction Industry Council, the Assignment Brief and its Annexes, Fee Proposal and such other documents as may be referred to in the Memorandum of Agreement.
- "Assignment" means that part of the Project undertaken by the Consultant as detailed in the Assignment Brief and its Annexes.
- "Assignment Brief" means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment.
- "Consultant" means the person, firm or company named in the Memorandum of Agreement and includes the Consultant's permitted assignees.
- "Deliverables" means all the reports, drawings, documents, software, certificates and other items described in the Assignment Brief and its Annexes which are to be produced by the Consultant under the Assignment.
- "Director" means the person designated in the Memorandum of Agreement to act as the Director or such other person as may be appointed from time to time by the Employer and notified in writing to the Consultant to act as the Director for the purposes of this Agreement and the person so designated or appointed.
- "Employer" means the Construction Industry Council.
- "Government" means the Government of the Hong Kong Special Administrative Region.
- "Project" means the scheme described in the Assignment Brief and its Annexes, of which the Assignment forms a part.
- "Services" means duties, work, services, surveys and investigations to be carried out and obligations to be fulfilled by the Consultant under this Agreement.

2 Singular and Plural

Words and expressions in the singular include the plural and words and expressions in the plural include the singular where the context so implies.

3 Marginal Headings

The index, marginal notes or headings in any documents forming part of the Agreement shall not in any way vary, limit or extend the interpretation of the Agreement.

4 Laws

The Agreement shall be governed by and construed according to the laws for the time being in force in HKSAR.

5 Interpretation

The Interpretation and General Clauses Ordinance shall apply to the Agreement.

6 Memorandum of Agreement

The Consultant when called upon to do so shall enter into and execute a Memorandum of Agreement which shall be prepared at the cost of the Employer in the form annexed with such modifications as may be necessary.

7 Documents Mutually Explanatory

- (A) Save to the extent that any Special Conditions of Employment provides to the contrary the provisions of the Conditions of Employment shall prevail over those of any other document forming part of the Agreement.
- (B) Subject to sub-clause (A) of this Clause the several documents forming the Agreement are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be explained and adjusted by the Employer.

8 Use of English Language and Metric Units

All the correspondence in connection with this Agreement shall be in English. All Deliverables shall be in English and metric units shall be used throughout, unless otherwise stated in the Assignment Brief or approved by the Employer.

9 Confidentiality

- (A) Save for the performance of the Services the Consultant shall not disclose the terms and conditions of this Agreement or any information, specifications, documents, drawing, plan, software, data or particulars furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed or engaged by the Consultant in carrying out this Assignment or any approved sub-consultants or the Consultant's legal and insurance advisers.
- (B) Any disclosure to any person, sub-consultants or advisers permitted under sub-clause (A) of this Clause shall be in strict confidence and shall extend only so far as may be necessary for the purpose of this Agreement and the Consultant shall take all necessary measures to ensure the confidentiality of any such disclosure.
- (C) The Consultant shall not without the prior written consent of the Director which approval shall not be unreasonably withheld publish, either alone or in conjunction with any other person, in any newspaper, magazine, or periodical, any article, photograph or illustration relating to this Agreement.
- (D) If the Consultant has provided the Employer with documents and information which he has declared in writing to be confidential and stamped accordingly whether in relation to his practice or special circumstances or for other good causes, unless the Director within two months of receipt of such information by notice in writing disagrees, then that information will be treated as confidential. The Employer shall not permit the disclosure of such confidential information to third parties without the written consent of the Consultant.

10 Information to be supplied by the Employer

The Employer shall keep the Consultant informed on such matters as may appear to him to affect the performance of the Services and shall give such assistance, approvals, and decisions in writing as and when they shall reasonably be required for the performance of the Services.

11 Information to be supplied by the Consultant

The Consultant shall keep the Employer informed on all matters related to the Assignment within the knowledge of the Consultant including details of all staff employed by them in the performance of the Services and shall answer all reasonable enquiries received from the Employer and render reports at reasonable

intervals when asked to do so and shall assist the Employer to form an opinion as to the manner in which they are proceeding with the Assignment.

12 Retention of Documents and Audit Inspection

- (A) For a period of 2 years commencing with the completion of any works contract, supervision of which is part of the Services, the Consultant shall retain and provide spaces for that purpose all his records, data, accounts and other information in respect of the services.
- (B) The Consultant shall give assistance to Employer for the purpose of audit inspection to inspect such records, data, accounts and other information whatsoever and shall answer queries or supply information reasonably requested by such personnel in pursuance of such audit inspection.

13 Attendance at Meetings

The Consultant shall, if reasonably possible, attend or be represented at all meetings convened by the Employer to which he may be summoned and shall advise and assist the Director and the Employer on all matters relating to the Services.

14 Facilities for Inspection

The Consultant shall at all time give to the Director, his representatives and any persons duly authorized by him reasonable facilities to inspect or view the documents, records and correspondence in his possession relevant to this Agreement.

15 Approval of Documents

- (A) The Consultant shall, when so requested by the Employer, submit to him for his approval such record, data, account or other documents, matters or things prepared by them as a direct requirement of the Assignment as he may specify or require.
- (B) No such approval shall affect the responsibility of the Consultant in connection with the Services.

16 Delegation of Employer's Power

The Consultant shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Employer and, subject to any limitations imposed by the Employer in any letter of authority granted by him, such other person to whom the Employer may delegate his powers.

17 Amendments to the Contract Conditions

- (A) The Employer shall make any changes to the Contract Conditions which he considers necessary or desirable for the successful completion of the Assignment or the Project.
- (B) Any queries on, or suggestions for amendments to the Contract Conditions shall be referred to the Employer for his clarification or instructions regarding further action.

18 Written Approval

The Consultant shall obtain the written approval of the Employer prior to entering into any commitment to expenditure for which there is provision for reimbursement under the Fee Proposal.

19 Consultation

The Consultant shall, as may be necessary for the successful completion of the Assignment, consult all authorities, or who may be appointed by the Employer in connection with the Assignment and bodies or persons affected by the Assignment.

20 Response to Queries

- (A) The Consultant shall respond to queries on the findings and conclusions of this Assignment raised during the period defined in the Assignment Brief for such queries by the Employer or by any Consultant/Contractor who may be appointed by the Employer for the subsequent stage of the Project.
- (B) The Consultant shall use his best endeavours to respond to queries on the findings and conclusions of this Assignment raised after the period defined in the Assignment Brief for such queries by the Employer or any person who may be appointed by the Employer or nominated by the Employer.

21 Exclusive Ownership

The Employer shall become the exclusive owner of all Deliverables, save those Deliverables under licence or those Deliverables in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the Consultant under this Agreement. The liability of the Consultant in respect of the Employer's use of such Deliverables shall be limited to liabilities arising from uses contemplated under this Agreement or expressly agreed to in writing by the Consultant. The Employer hereby:

(i) Indemnifies the Consultant against all claims, damages, losses or

expenses suffered by the Employer; and

(ii) Agrees to indemnify the Consultant against all claims, made by third parties against the Consultant;

arise out of or in connection with a use by the Employer of any Deliverable which use was not contemplated under this Agreement or not expressly agreed to in writing by the Consultant.

22 Care and Diligence

- (A) The Consultant shall exercise all reasonable professional skill, care and diligence in the performance of all and singular the Services and, in so far as his duties are discretionary, shall act fairly between the Employers and any third party.
- (B) The Consultant shall, in respect of any work done or information supplied by or on behalf of the Employer, report to the Employer any errors, omissions and shortcomings of whatsoever nature of which the Consultant becomes aware in the performance of the Services.
- (C) The Consultant shall indemnify and keep indemnified the Employer against all claims, damages, losses or expenses arising out of or resulting from any negligence in or about the conduct of and performance by the Consultant, his servants or agents, of the Services.
- (D) In the event of any errors or omissions for which the Consultant is responsible and as a result of which the re-execution of the Services is required, the Consultant shall, without relieving any liability and obligation under the Agreement, at his own cost re-execute such Services to the satisfaction of the Employer.

23 Instruction and Procedure

The Consultant shall comply with all reasonable instructions of the Director or the Employer. The Employer shall issue to the Consultant general instructions on procedure and shall supply such additional information as may be required.

24 Approval for Variations and Claims

The Consultant shall obtain prior approval in writing of the Employer to the order of a variation to the contract works or to the commitment otherwise of the Employer to expenditure under the works contract other than in respect of claims, if the value of such order or commitment is estimated to exceed the sum specified in the Assignment Brief, or if not specified in the Assignment Brief, as advised in writing by the Employer. With the exception that in emergencies such prior approval shall not be required, provided that the order or other commitment is essential and that it is impractical to seek the prior approval of the Employer.

25 Referral of Variations and Claims

- (A) Notwithstanding the requirements of Clause 24 the Consultant shall:
 - (i) refer the details of every variation to the Contract Works under any such Works Contract, including the reasons for it and its estimated value, to the Employer for information as soon as the variation is ordered.
 - (ii) as soon as the value of a variation to the Contract Works has been determined, refer the details of the evaluation to the Employer for information.
 - (iii) report to the Employer all claims for additional payment made by the Consultant and, except for those solely in respect of agreement of rates, refer the principles underlying their assessment of each claim, to enable the Employer to provide its view of the matter before the Consultant reaches a decision; and
 - (iv) report to the Employer all delays to the progress of the Contract Works and, except for those delays solely in respect of inclement weather conditions, refer his assessment of granting of extension of time for completion, if any, to enable the Employer to provide its view of the matter before the Consultant reach a decision.
- (B) The foregoing referrals and reporting to the Employer shall be in writing.

26 Programme to be Submitted and Agreed

- (A) The Consultant may propose changes to some or all of the key dates specified in the Assignment Brief for incorporation into the draft programme prepared under sub-clause (B) of this Clause. If any of such proposed changes are agreed by the Employer, who may impose conditions on his agreement, the corresponding key dates shall be changed and the changed dates incorporated into the draft programme.
- (B) The Consultant shall submit a draft programme which shall be in accordance with the requirements of the Assignment Brief and shall incorporate the key dates specified in the Assignment Brief, including any changes agreed under sub-clause (A) of this Clause. The Employer shall either agree the draft programme or instruct the Consultant to submit a revised draft programme which he shall do.
- (C) If the Employer does not agree the revised draft programme submitted under sub-clause (B) of this Clause, he shall issue an instruction under Clause 23 to the Consultant.
- (D) When the Employer has agreed the draft programme or the revised draft programme submitted under sub-clause (B) of this Clause or such other draft programme as may result from sub-clause (C) of this Clause, the agreed draft programme or revised draft programme shall become the Agreed Programme for carrying out the Assignment and shall be amended only with the approval of the Employer.

27 Payment

Payments under this Agreement shall be made in accordance with the Fee Proposal.

28 Fees to be Inclusive

Unless provided otherwise, the fees quoted in the Fee Proposal shall be inclusive of all labour, materials and expenses incurred in the performance of the Services.

29 Payment in Hong Kong Dollars

Unless provided otherwise, payments shall be made in Hong Kong dollars.

30 Expenses incurred in currencies other than Hong Kong dollars (not used)

Not used.

31 Payment of Accounts

- (A) Except as provided for in sub-clause (B) of this Clause accounts of all money due from the Employer to the Consultant in accordance with this Agreement shall be paid within 30 days after receipt of the Consultant's invoice by the Employer. In the event of failure by the Employer to make payment to the Consultant in compliance with the provisions of this Clause the Employer shall pay to the Consultant interest at the judgment debt rate prescribed from time to time by the Rules of the Supreme Court (Chapter 4 of the Laws of Hong Kong) (interpreted in accordance with the Hong Kong Reunification Ordinance) upon any overdue payment from the date on which the same should have been made.
- (B) If any item or part of an item of an account rendered by the Consultant is reasonably disputed or reasonably subject to question by the Employer, the Employer shall within 14 days after receipt of the invoice by the Employer inform the Consultant in writing of all items under dispute or subject to question. Payment by the Employer of the remainder of that account shall not be withheld on such grounds and the provisions of sub-clause (A) of this Clause shall apply to such remainder.

32 Rendering of Accounts

The Consultant shall render his accounts for interim payments in accordance with the Fee Proposal.

33 Payment for Additional Services

The Consultant shall be entitled to payment for the performance of any Services which he could not reasonably have anticipated at the time of entering into this Agreement resulting from:

- (i) explanations of adjustments made under sub-clause (B) of Clause 7;
- (ii) changes to the Assignment Brief made under sub-clause (A) of Clause 17;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 17; and
- (iv) instructions given under Clause 23.

Provided that such Services are not attributable to default on the part of the

Consultant.

34 Reduction of Lump Sum Fees

If there shall be a reduction in the Services resulting from:

- (i) explanations or adjustment made under sub-clause (B) of Clause 7;
- (ii) changes to the Assignment Brief made under sub-clause (A) of Clause 17;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 17; and
- (iv) instructions given under Clause 23;

then the Employer shall be entitled to a reduction in the lump sum fees in respect of such a reduction in the Services.

35 Notifications and Payment for Delays

- (A) The Consultant shall not be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services if the causes of delay which are the fault of neither party.
- (B) The Consultant shall notify the Employer when a delay arises and shall detail what in his opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur.
- (C) The Consultant shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Employer details of the records being kept in respect thereof. Without necessarily admitting the Employer's liability, the Employer may require the Consultant to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim. The Consultant shall permit the Employer to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Employer so requires.

- (D) After the giving of a notice of delay to the Employer under sub-clause (B) of this Clause, the Consultant shall, as soon as is reasonable, send to the Employer a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer may reasonably require, the Consultant shall send to the Employer further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.
- (E) If the Consultant fails to comply with the provisions of sub-clause (B) of this Clause in respect of any claim, such claim shall not be considered.
- (F) If the Consultant fails to comply with the provisions of sub-clauses (C) or (D) of this Clause in respect of any claim, the Employer may consider such claim only to the extent that the Employer is able on the information made available.
- (G) The Consultant shall take all reasonable steps to mitigate the costs which may be incurred as a result of the delays.

36 Resident Site Staff (not used)

Not used.

37 Non-Assignment

The Consultant shall not have the right to assign or transfer the benefit and obligations of this Agreement or any part thereof.

38 Employment and Replacement of Sub-consultants

The Consultant shall obtain the prior written approval of the Employer to:

- (i) the appointment of sub-consultants to undertake any part of the Services; and
- (ii) the replacement of any sub-consultants appointed under sub-clause (i) of this Clause.

39 Liability of Consultant for acts and default of sub-consultants

The appointment of sub-consultants to undertake any part of the Services shall not relieve the Consultant from any liability or obligation under this Agreement and he shall be responsible for the acts, default and neglects of any sub-consultants, his agents, servants or workmen as fully as if they were the acts, default and neglects of the Consultant, his agents, servants or workmen.

40 Publicity relating to contract works (not used)

Not used.

41 Suspension, resumption or termination

- (A) This Agreement may be suspended or terminated by the Employer at any time, by the Employer giving the Consultant one months' notice in writing.
- (B) On suspension or termination, the Consultant shall be paid all fees and expenses commensurate with the Services performed by them up to the date of suspension or termination less all fees and expenses previously paid to the Consultant. The Consultant has the obligations to stop work immediately but in an orderly manner and do deliver to the Employer documents in its control relating to the Project. The Employer shall not be liable for any loss of profits and other losses incurred by the Consultant as a result of termination or suspension. The Employer reserves its right to claim for loss and damages against the Consultant as a result of termination of his contract including re-nominating the others to carry out and complete the remaining items. In case the payment balance is insufficient to cover the actual loss being suffered by the Employer, the Consultant has to reimburse the same accordingly.
- (C) In the event of suspension or termination the Consultant shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for any financial commitment or obligation outstanding after the giving of the notice of suspension or termination which he has properly incurred in accordance with this Agreement prior to the giving of the notice of suspension or termination.
- (D) The payments referred to in sub-clauses (B) and (C) of this Clause shall be deemed in full and final payment for the Services up to the date of suspension or termination. The Consultant shall be entitled to such payments only if the suspension or termination is not attributable to default on the part of the Consultant.

- (E) In the event of suspension and subsequent resumption of this Agreement the Consultant shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- (F) If this Agreement is resumed any payment of fees under this Clause except in respect of abortive work that has to be re-done shall rank as payment on account towards the fees payable under this Agreement.
- (G) Should this Agreement continue to be suspended for a period of more than two years then either:
 - (i) it shall be terminated upon the written notice of either party; or
 - (ii) it may be renegotiated with the agreement of both parties.

42 Special Risks (not used)

Not used.

43 Appeal to Employer

The Consultant shall have the right to appeal to the Employer against any instruction or decision of the Director which he considers to be unreasonable.

44 Settlement of Disputes

- (A) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Consultant in connection with or arising out of this Agreement, either party shall be entitled to refer the dispute or difference to the Employer Delegates and the partner or director of the Consultant, who shall meet within 21 days of such matter being referred to them.
- (B) If the dispute or difference cannot be resolved within 2 months of a meeting under sub-clause (A) of this Clause or upon written agreement that the dispute or difference cannot be resolved, either the Employer or the Consultant may at any time thereafter request that the matter be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modification thereof for the time being in force.

- (C) If the matter cannot be resolved by mediation, or if either the Employer or the Consultant do not wish the matter to be referred to mediation then either the Employer or the Consultant may within the time specified herein require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Chapter 609, Laws of Hong Kong) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 90 days of either the refusal to mediate, or the failure of the mediation.
- (D) The Hong Kong International Arbitration Centre Domestic Arbitration Rules shall apply to any arbitration instituted in accordance with this Clause unless the parties agree to the contrary.

45 Prevention of Bribery

The Consultant shall inform his employees who are engaged either directly or indirectly on the formulation and implementation of a project of the Construction Industry Council that the soliciting or accepting of an advantage as defined in the Prevention of Bribery Ordinance is not permitted. The Consultant shall also caution his employees against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair his impartiality in relation to the projects of the Construction Industry Council.

46 Declaration of Interest

- (A) On appointment and during the currency of this Agreement, the Consultant must declare any interest if it is considered to be in real or apparent conflict with the Services. The Consultant shall not undertake any services, which could give rise to conflict of interest, except with the prior approval of the Employer which approval shall not be unreasonable withheld.
- (B) In any case, the Consultant or any of his associated companies shall not undertake any services for a Consultant in respect of a contract between that Consultant and the Employer for which the Consultant is providing a service to the Employer.

47 Insurance

- (A) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 22 the Consultant shall, as from the date of commencement of this Agreement, and thereafter, maintain an insurance cover to meet any claims that may be made by the Employer in respect of any negligence in or about the conduct of and performance by the Consultant, his servants and agents of all and singular the Services.
- (B) In the event that through no fault of the Consultant it becomes impractical or unreasonable to maintain the said cover for the full period required by sub-clause (A) of this Clause, the Employer may approve alternative arrangements.
- (C) The foregoing insurance policy or policies shall be affected with an insurer (or insurers) and in terms acceptable to the Employer. Throughout the period of insurance, the Consultant shall each year lodge with the Employer a certificate signed by and on behalf of the Consultant's insurers stating that the said policy or policies of insurance remain in force.
- (D) The amount of insurance cover as mentioned in sub-clause (A) of this Clause shall be a minimum of HK\$30 million.

48 Safety Precaution

The Consultant shall be responsible for taking all necessary steps in ensuring the safety of all persons and properties affected by the work stipulated under the Assignment in the vicinity of the works at all stages, whether or not they are engaged in the execution of the works.

49 Avoidance of Nuisance and Making Good Working Areas

- (A) All Consultant's operations shall be carried out in such a manner as to cause as little inconvenience as possible to residents, the public or the operation of construction sites. The Consultant shall be held responsible for any claim, which arises from non-compliance with this clause.
- (B) The Consultant shall take all reasonable care so as not to cause any damage to property or not to cause any nuisance. The Consultant shall indemnify the Employer against any claim arising from default of the Consultant in this respect.

(C) The Consultant shall confine his operations to the minimum areas required for the works and shall at all times work in a tidy and considerate manner. As soon as work has been completed for any location, the Consultant shall remove all debris resulting from his activities and make good any damage.

50 Disclosure of Information

The Employer shall have the right to disclose to any person, whenever it considers appropriate or upon request by any third party (written or otherwise), and in such form and manner as it deems fit:

- (i) the fees, costs and expenses payable by the Employer for engaging the Consultant; and
- (ii) the fee proposal submitted by the Consultant.

51 Code of Conduct for Staff

- (A) The Consultant shall explicitly prohibit his employees from soliciting or accepting any advantages as defined in the Prevention of Bribery Ordinance when providing service in relation to this Assignment.
- (B) The Consultant shall implement a system requiring his employees to declare to him any interest they or their immediate families may have, or any conflict between their personal interest and their official positions, in relation to this Assignment.
- (C) The Consultant shall prohibit his employees to take up any outside work or employment, which could create or potentially give rise to a conflict of interest situation in connection with this Assignment.
- (D) The Consultant shall take adequate measures to protect any confidential / privileged information entrusted or obtained in relation to this Assignment; and his employees must not disclose to a third party any such information without prior consent from the Employer.
- (E) The Consultant shall prohibit his employees from introducing or recommending, directly or indirectly, service providers (including contractors) to owners, tenants or occupiers of premises in buildings covered by this Assignment.

52 Probity

The Consultant shall prohibit his employees, agents and sub-consultants who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Contract. Any such offence committed by the Consultant or his employee or agent will render the tender null and void. The Employer may also terminate the contract granted.

53 Copyright

The copyright of all reports, documents, recommendations, Guidelines, Alerts and any other information prepared or collected by the Consultancy team, and their employees and agents in the course of this Agreement shall be with the Employer. The Consultant shall not disclose any information in relation to this Consultancy to any third party without the written consent of the Employer.

54 Consultant's Claims for Extras

- (A) The Consultant shall send to the CIC once in every month an account giving particulars (as full and detailed as possible) of all claims for any extension of contract period and / or additional expense to which the Consultant may consider himself entitled and of all extra or additional work contained in Consultant's instructions issued during the preceding month.
- (B) No consideration will be given to any claim for extension of contract period and/or payment for additional expense or extra or additional work which has not been made within a reasonable time to enable the circumstances and reasons for extensions or the additional expense to be ascertained and evaluated.

55 Commencement of the Works

The Consultant shall commence the Works on the date for commencement of the Works as notified in writing by the Employer and shall proceed with the same with due diligence. The Consultant shall not commence the Works before the notified date for commencement.

56 Time for Completion

(A) The Works and any Section thereof shall be completed within the time or times stated in the Contract calculated from and including the date for commencement notified by the Employer in accordance with Clause 55 or such extended time as may be determined in accordance with Clause 54.

(B) General Holidays shall be included in the time for completion unless otherwise stated in the Contract.

57 Liquidated Damages

- (A) If the Consultant fails to complete the Works or where the Works are divided into Sections any Section within the time for completion prescribed by Clause 56 or such extended time as may be granted in accordance with Clause 54, then the Employer shall be entitled to recover from the Consultant liquidated damages. The payment of such damages shall not relieve the Consultant from his obligations to complete the Works or from any other of his obligations under the Contract.
- (B) The liquidated damages shall be calculated using the rate per day prescribed in the Contract, either for the Works or for the relevant Section, whichever is applicable. Provided that, if the Employer certifies completion under Clause 58 of any part of the Works before completion of the Works or any part of any Section before the completion of the whole thereof, then the rate per day of liquidated damages for the Works or the relevant Section shall from the date of such certification be reduced in the proportion which the value of the part so certified bears to the value of the Works or the relevant Section, as applicable, both values as of the date of such certification shall be determined by the Employer.
- (C) The period for which liquidated damages shall be calculated shall be the number of days from the prescribed date for completion or any extension or revision thereof of the Works or the relevant Section until and including the certified date of completion.
- (D) All monies payable by the Consultant to the Employer pursuant to this Clause shall be paid as liquidated damages for delay and not as a penalty.

58 Completion of the Works

(A) When the Works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the Contract, the Consultant may serve notice in writing to that effect to the Employer, accompanied by an undertaking to carry out any outstanding work during the Defects Liability Period, requesting the Employer to issue a certificate of completion in respect of the Works. The Employer shall, within 21 days of the date of receipt of such notice either:

- (i) issue a certificate of completion stating the date on which, in the Employer's opinion, the Works were substantially completed in accordance with the Contract and the Defects Liability Period shall commence on the day following the date of completion stated in such certificate, or
- (ii) give instructions in writing to the Consultant specifying all the work which, in the Employer's opinion, is required to be done by the Consultant before such certificate can be issued, in which case the Consultant shall not be permitted to make any further request for a certificate of completion and the provisions of sub-clause (B) of this Clause shall apply.
- (B) Notwithstanding the provisions of sub-clause (A) of this Clause, as soon as in the opinion of the Employer the Works have been substantially completed and satisfactorily passed any final test which may be prescribed by the Contract, the Employer shall issue a certificate of completion in respect of the Works and the Defects Liability Period shall commence on the day following the date of completion stated in such certificate.
- (C) The Consultant shall carry out any outstanding work as soon as practicable after the issue of the certificate of completion or as reasonably directed by the Employer and in any event before the expiry of the Defects Liability Period. The Consultant's obligation to provide, service and maintain site offices, latrines and the like, shall continue for as long as may be required by the Employer.
- (D) The provisions of sub-clauses (A), (B) and (C) of this Clause shall apply equally to any Section.
- (E) (i) The Employer shall give a certificate of completion in respect of any part of the Works which has been completed to the satisfaction of the Employer and is required by the Employer for permanent occupation or use before the completion of the Works or any Section.
 - (ii) The Employer, following a written request from the Consultant, may give a certificate of completion in respect of any substantial part of the Works which has been completed to the satisfaction of the Employer before the completion of the Works or any Section and is capable of permanent occupation and/or permanent use by the Employer.

- (iii) When a certificate of completion is given in respect of a part of the Works such part shall be considered as completed and the Defects Liability Period for such part shall commence on the day following the date of completion stated in such certificate.
- (F) Any certificate of completion given in accordance with this Clause in respect of any Section or part of the Works shall not be deemed to certify completion of any ground or surface requiring reinstatement unless the certificate shall expressly so state.

59 Variations

- (A) The Employer may order in writing any Variation that is necessary for the completion of the Works or is in his opinion desirable for or to achieve the satisfactory completion and functioning of the Works. The Consultant shall forthwith carry out such Variation in accordance with the Employer's instruction.
- (B) No Variation ordered by the Employer shall in any way vitiate or invalidate the Contract but all such Variations shall be valued in accordance with Clause 60.
- (C) Any Variation ordered by the Employer may include a requirement for the Consultant to prepare and submit within 14 days of the Consultant receiving the Variation order, a lump sum quotation in writing for complying with the order.
- (D) (i) Notwithstanding sub-clause (C) of this Clause, prior to ordering a Variation, the Employer may request the Consultant to submit a lump sum quotation in writing within 14 days of receipt of such request, or within such other time as may be agreed between the Employer and the Consultant.
 - (ii) In the event that the Consultant is not subsequently instructed by the Employer to execute the Variation referred to in Clause 59(D)(i) above, the Consultant shall be entitled to any cost incurred in the preparation of the lump sum quotation which cost shall be ascertained and certified by the Employer.
- (E) (i) The Consultant may propose a Variation by submitting in writing to the Employer a proposal together with sufficient details and justification to show that:
 - (1) the time for construction of the Works can be reduced, and/or
 - (2) the future maintenance cost can be reduced, and/or
 - (3) the quality of design and/or the construction of the Works can be

enhanced, and/or

- (4) the Contract Sum can be reduced by the amount of the lump sum reduction that the Consultant can offer to the Employer, and
 - (5) in any event:
 - (1) the quality of the design or construction of the Works is not prejudiced, or
 - (2) the proposed Variation is in the interests of the Employer.
- (ii) The Employer shall within 14 days of receipt of the Consultant's proposed Variation and supporting detailed information under sub-clause (E)(i) of this Clause, or within such time as may be agreed between the Consultant and the Employer, but solely at the discretion of the Employer, confirm whether or not he agrees to the proposed Variation and, if so, order the Consultant in writing to carry out the proposed Variation under this sub-clause.
- (iii) No adjustment shall be made to the Contract Sum by virtue of this sub-clause except the reduction pursuant to sub-clause (E)(i)(4) of this Clause.

60 Valuation of Variations

- (A) The Employer shall determine the sum (if any) which in his opinion shall be added to or deducted from the Contract Sum as a result of a Variation order given by the Employer under Clause 59 (other than a Variation ordered under sub-clause (E) of Clause 59) in accordance with the following principles:
 - (1) by valuation in accordance with sub-clause (D) of this Clause, or
 - (2) by acceptance of a lump sum quotation prepared and submitted by the Consultant to the Employer in accordance with sub-clauses (E) and (F) of this Clause.
- (B) The valuation of any Variation ordered by the Employer in accordance with sub-clause (A) of Clause 59 shall include the cost (if any) of any disturbance to, or prolongation of both varied and unvaried work.
- (C) In the event of the Employer and the Consultant failing to reach agreement on any rate or price under the provisions of sub-clause (D) of this Clause, the Employer shall fix such rate or price as shall in his opinion be reasonable and notify the Consultant accordingly.
- (D) The Employer shall determine the value of a Variation as follows:
 - (1) Any item of work omitted shall be valued at the rate or price set out in the Contract for such work or, in the absence of such a rate or price, at

a rate or price agreed between the Employer and the Consultant.

- (2) Any work carried out which is the same as or similar in character to and executed under the same or similar conditions and circumstances to any item of work priced in the Contract shall be valued at the rate or price set out in the Contract for such item of work.
- (3) Any work carried out which is not the same as or similar in character to or is not executed under the same or similar conditions or circumstances to any item of work priced in the Contract shall be valued at a rate or price based on the rates or prices in the Contract so far as may be reasonable, failing which, at a rate or price agreed between the Employer and the Consultant.

Provided that if the nature or extent of any Variation ordered in accordance with sub-clause (A) of Clause 59 relative to the nature or extent of the Works or any part thereof shall be such that in the opinion of the Employer any rate or price contained in the Contract for any item of work is by reason of such Variation rendered unreasonable or inapplicable then a new rate or price shall be agreed between the Employer and the Consultant for that item, using the Contract rates or prices as the basis for determination and taking into account the provisions of sub-clause (B) of this Clause.

- (E) Any lump sum quotation submitted by the Consultant to the Employer in accordance with sub-clause (C) or (D) of Clause 59 shall indicate how the lump sum was calculated by showing separately full details of:
 - (1) the cost of complying with the order,
 - (2) the cost of preparing the lump sum quotation,
 - (3) the cost (if any) of any disturbance to or prolongation of varied and unvaried work as a consequence of complying with the order, and
 - (4) such other information as will enable the Employer to evaluate the lump sum quotation.
- (F) The Employer shall notify the Consultant not later than 14 days from the receipt of any such lump sum quotation (or such other time as may be agreed between the Employer and the Consultant) whether or not it has been accepted. If accepted, the amount specified in the lump sum quotation, or otherwise agreed between the Employer and the Consultant, shall be the full sum to which the Consultant is entitled for complying with that order.

- (G) In the event that a lump sum quotation is submitted in accordance with sub-clause (C) or (D) of Clause 59 and the lump sum quotation is not accepted by the Employer, then the work ordered under sub-clause (A) of Clause 59 shall be valued in accordance with sub-clause (E) of this Clause.
- (H) The Consultant shall supply the Employer with any further information reasonably requested by the Employer within 14 days of the request to enable him to value any Variation ordered under sub-clause (A) of Clause 59.
- (I) The Employer shall within 28 days of the receipt of the information requested under sub-clause (H) of this Clause notify the Consultant of his valuation.

61 Rights of Third Parties

Notwithstanding the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), no one other than a party to this Contract will have any right to enforce any of the terms in this Contract.



General Conditions of Contract and Guidelines for Works or Services

A. General Conditions of Contract

- 1. "Contractor" means the person who enters into the contract with the Construction Industry Council or the person or service provider whose quotation has been accepted.
- 2. "Contract" means the Contract, purchase order or letter of acceptance herein including the contents of the Schedule and these general conditions.
- 3. The Works / Services and Variation
 - (a) The works to be undertaken or services to be performed under this Contract shall be as laid down in the Quotation and Special conditions (if any) and shall be carried out to the satisfaction of Construction Industry Council.
 - (b) The Contractor shall not extend the works / services beyond the requirements specified in the Schedule except as directed in writing by Construction Industry Council; but Construction Industry Council may, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the works / services and/or the contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule.
 - (c) Where a variation has been made to this Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the discounted rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances. In any circumstances, such amount should be subject to the approval of Construction Industry Council.

4. Assignment

The Contractor shall not, without the written consent of Construction Industry Council, assign or otherwise transfer any part of this Contract, and the performance of this Contract by the Contractor shall be deemed to be personal to him.

5. Quality of Works / Services

The works / services shall be as specified in the Schedule and shall fulfil all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.

6. Compliance with the laws of Hong Kong Special Administrative Region and Valid Licences

The Contractor has to comply with all laws of Hong Kong Special Administrative Region. The Contractor shall not employ illegal workers or any person who are forbidden by the laws of Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in Hong Kong Special Administrative Region in the execution of this Contract. The Contractor should hold valid licences when performing relevant works if required by law. If there is any breach of this clause, Construction Industry Council may terminate this Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by Construction Industry Council as a result of the termination of this Contract.

7. Inspection, Rejection and Acceptance

- The Works undertaken or Services performed shall be subject to inspection by Construction Industry Council who may at its own discretion terminate this Contract or withhold payment unless the works / services have been undertaken / performed in accordance with the terms and conditions of this Contract and to the satisfaction of Construction Industry Council. Upon breach of any essential terms and conditions of this Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Schedule, Construction Industry Council shall have the right to reject unsatisfactory performance of the Works / Services and suspend payment until the defects have been rectified by the Contractor to the satisfaction of Construction Industry Council. Construction Industry Council reserves the right to claim against the Contractor for all related financial loss or expenses necessarily incurred by Construction Industry Council.
- (b) Being notified in writing of the rejection of any works / services, the Contractor shall take immediate and necessary action to rectify such rejected Works / Services within reasonable time as agreed by Construction Industry Council.

- (c) If the Contractor shall fail to rectify such rejected works / services in accordance with item (b) above, Construction Industry Council may, without prejudice to any other rights and remedies available to Construction Industry Council, carry out and complete such works / services by its own resources or by other contractors. All costs and expenses whatsoever which may be incurred by Construction Industry Council thereof shall be recoverable in full from the Contractor forthwith.
- (d) The works undertaken or services performed in pursuance of this Contract shall not be deemed to have been accepted unless either:-
 - Construction Industry Council shall so certify; or
 - ii. The works / services are not rejected as being unsatisfactory within 21 working days after receiving the report of certification upon the execution of the work.

8. Payment for works / services

After the receipt of goods and provision of services or completion of works in accordance with the agreed terms and conditions and to the satisfaction of Construction Industry Council, Construction Industry Council will settle payment within 30 days after receiving and verifying the invoices.

- 9. Injury to Persons and Property and Indemnity
 - (a) The Contractor shall be liable for, and shall indemnify Construction Industry Council against, any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the works under the Contract, save to the extent that the same may be due to any act or neglect of Construction Industry Council or of any person for whom Construction Industry Council is responsible.
 - (b) The Contractor shall be liable for, and shall indemnify Construction Industry Council against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the works under the Contract, save to the extent that the same may be due to any act or neglect of Construction Industry Council or of any person for whom Construction Industry Council is responsible.
- 10. Employee's Compensation Insurance Policy ("EC policy")
 - (a) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, the Contractor shall at his own expenses warrant to take out and maintain an EC policy covering against all liabilities arising from any death, accident or injury to any workmen or other persons in the employment of the Contractor and any sub-contractor of any tier and Construction Industry Council shall not be liable for any damages or compensation in respect thereof. Such EC policy shall be maintained during the Contract period and for the whole of the time that such workmen or other persons are employed on the works including the Maintenance Period or Defects Liability Period (if applicable).
 - (b) Before the commencement of works under the Contract, the Contractor shall, whenever required by Construction Industry Council, produce to Construction Industry Council a copy of the EC policy (include Endorsements W338, W348 and W204) which he is required to effect pursuant to item (a) above together with satisfactory proof of payment of the current premiums thereof.
 - (c) If the Contractor shall fail to effect and maintain the EC policy or if the Contractor shall fail to provide any evidence thereof which he is required to by item (b), Construction Industry Council may at its own discretion terminate the Contract.
 - (d) In the event of any of the Contractor's sub-contractors of any tier or employees or agents or the subcontractors' employees suffering any injury or death in the course of or arising out of this Contract and whether there be a claim for compensation or not, the Contractor shall within 7 working days give notice in writing of such injury or death to Construction Industry Council.
- 11. Contractors' All Risks Insurance Policy ("CAR")
 - (a) Without limiting the obligations, liabilities and responsibilities of the Contractor under the Contract, Construction Industry Council has effected, with insurers of Construction Industry Council's choice, for the benefit inter alia of Construction Industry Council, the Contractor and his sub-contractors of any tier and other direct specialist contractors a CAR in respect of inter alia:
 - Loss and damage to the works under the Contract;
 - Third party liability
 - Refer to <u>Section B</u> for an <u>insurance synopsis</u> and reference should be made thereto for its full terms and effect.
 - (b) The Contractor's All Risks / Third Party Liability Insurance only covers contract within the contract details as stated in the Insurance Synopsis of Contractors' All Risks/ Third Party Liability Insurance. Should the contract not within the contract details, contractor must arrange another Contractor's All Risks / Third Party Liability Insurance, joint name with Construction Industry Council, at contractor's own cost. Minimum coverage for third party liability is HK\$30,000,000.

- (c) The Contractor shall for himself and on behalf of all sub-contractors of any tier accept the CAR as if it has been effected by himself and shall with all due diligence observe and fulfil, and procure that all sub-contractors of any tier observe and fulfil, the terms, provisions and conditions contained therein.
- (d) The Contractor shall be deemed to have read and understood the terms, provisions, conditions, exclusions and excesses of the CAR. If, in the Contractor's opinion, the amounts and / or risks insured are insufficient to cover the Contractor's risks, duties, obligations and liabilities under the Contract, at common law or otherwise, the Contractor may effect such further insurance at his own expense as he considers necessary.
- (e) It is acknowledged and understood that the CAR is subject to excesses and exclusions. In the event of a claim under the CAR in respect of a matter for which the Contractor is responsible or liable under the Contract, the full amount of such excesses and exclusions shall be borne by the Contractor. In the event of any default by the Contractor in making good any damage to the works where required by the terms and conditions of the Contract, Construction Industry Council may deduct the applicable policy excess from any sums due or to become due to the Contractor under this Contract or recover the same as a debt due from the Contractor.
- (f) Save for any case in which the relevant loss or injury arises from any act or neglect of Construction Industry Council or any person for whom Construction Industry Council is responsible, all costs and incidental expenses incurred in relation to claims including the preparation and submission of all formal quantified claims under the CAR shall be borne by the Contractor.
- (g) The Contractor shall forward to Construction Industry Council's representative a copy of all notices and claims submitted by him or all sub-contractors of any tier pursuant to the conditions of the CAR within 24 hours of dispatch of such notice or claim. Upon a written request from Construction Industry Council, Construction Industry Council shall be entitled to take over the conduct of any claim submitted by the Contractor or all sub-contractors of any tier under the CAR, and in any such event the Contactor hereby appoints, and shall procure that all sub-contractors of any tier appoint, Construction Industry Council as his or their agent for that purpose.
- (h) All monies to be received under the CAR shall be paid to Construction Industry Council as loss payee. The Contractor and all sub-contractors of any tier hereby irrevocably authorize Construction Industry Council to give good discharge to the insurers for such monies.
- (i) Upon the occurrence of any loss or damage to the works under the Contract, the Contractor with due diligence shall restore works damaged, replace or repair any unfixed materials or goods which have been destroyed or injured, remove and dispose any of debris and proceed with the carrying out and completion of the works. All monies received under the CAR (less any amounts to cover professional fees) shall be paid to the Contractor by instalments under the Interim Payment Certificates or Final Payment Certificates issued by Construction Industry Council's representative. The Contractor shall not be entitled to any payment in respect of the restoration of work damaged, the replacement and repair of any unfixed materials or goods, and the removal and disposal of debris other than the monies received under the said CAR.

12. Bankruptcy or Receivership

Construction Industry Council may at any time by notice in writing summarily terminate the Contract without entitling the Contractor to compensation if the Contractor shall at any time become bankrupt, insolvent, or shall be placed in receivership or go into liquidation or receivership, or if a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Contractor, but without any prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to Construction Industry Council.

13. Corruption

Construction Industry Council prohibits any member of the staff from soliciting or accepting any advantage. Without the approval of Construction Industry Council, it is an offense under the Prevention of Bribery Ordinance to offer or give any gift, loan, fee, reward, commission, office, employment, contract, other services of favour, discount to any staff of Construction Industry Council. Construction Industry Council will terminate the Contract without prior notice and hold the Contractor liable for any loss or damage so caused to Construction Industry Council.

14. Personal Data Submitted by Contractor

All personal data submitted by the Contractor will be used by Construction Industry Council for the purpose of this Contract only. Under the provisions of the Personal Data (Privacy) Ordinance, the Contractor has the right to request access to or correction of personal data. Written requests should be addressed to Construction Industry Council. Construction Industry Council may be unable to process and consider incomplete information submitted.

15. Working Hours

Unless it is specifically allowed in other part of the Contract, the works under this Contract shall be undertaken during normal working hours as specified by Construction Industry Council.

16. Valid Certificates of Intermediate Trade Testing or higher qualifications

Except for carrying out general cleaning, delivering or sweeping tasks or having special approval of Construction Industry Council, all workers employed by the Contractor to work under this Contract have to hold valid certificates of intermediate trade testing (or higher qualifications) relevant to the trades under which they are working. A list of such workers with their valid and relevant qualifications has to be submitted to Construction Industry Council before the commencement of works.

17. Temporary Work Permit

When carrying out the works under the Contract, all workers have to wear the temporary work permit issued by Construction Industry Council. If the temporary work permit is lost, the Contractor or worker has to report to Construction Industry Council and request a re-issue at \$30.

18. Parking

If the Contractor finds it necessary to park their motor vehicles within the premises of Construction Industry Council, application has to be lodged in advance. If the application is approved, the parking permit issued by Construction Industry Council and the contact telephone number of the driver has to be displayed on the motor vehicles.

19. Refuse Removal

All refuse has to be delivered to the refuse collection warehouse specified by Construction Industry Council at the end of each working day or on any dates specified by Construction Industry Council.

20. Rights of Third Parties

Notwithstanding the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), no one other than a party to this Contract will have any right to enforce any of the terms in this Contract.

B. Insurance Synopsis of Contractors' All Risks / Third Party Liability Insurance

1. Summary

Type

Contractors' All Risks - Open Cover

Form

To follow the terms, limits and conditions of Asia Insurance Co Ltd Contractors'

All Risks policy wordings as agreed.

Insured

Construction Industry Council as principal &/or all Main Contractors and its

sub-contractors of every tier.

Period of Insurance

From 00:00 1st January 2017 to 24:00 31st December 2017 Local Hong Kong

Time (both dates inclusive).

Contract Details

: Scope and Nature

Renovation / Restoration / Maintenance / Alteration / Repair Work and/or Installation Work of Building Services including building maintenance work and/or builder's work but excluding construction/erection/demolition of building structure (i.e. structural walls, columns, beams and slabs of a building) and/or

Installation/ Maintenance/ Repair Work of Building Services equipment; office equipment; training equipment; and trade test equipment

carried out at the premises of the Insured which are covered under the Property Policy but definitely excluding any construction sites.

Contract Value of Each Contract

Contract Value at inception must not exceed HK\$3,000,000.

Period of Insurance for Each Contract

- (1) Insured Contract other than Maintenance Contract Work
- (a) Contract Period

Follow the original Contract Period of each contract work provided that: -

- the duration of the Contract Period shall not exceed 120 days;
- the Insured Contract must commence within the Period of Insurance specified in the Schedule

(b) Maintenance Period

Follow the original Maintenance Period of each contract work provided that the duration of the Maintenance Period shall not exceed 12 months immediately after the Original Contract Period.

(2) Maintenance Contract Work only

The Period of Insurance in respect of the Maintenance Work shall follow the original Contract Period of each Maintenance Work provided that:-

- the duration of the Maintenance Work shall not exceed 12 months;
- the Insured Contract must commence within the Period of Insurance specified in the Schedule.

Coverage

: Section I - Material Damage

To indemnify the Insured in respect of loss of or damage to the Insured Property whilst at the site during the Period of Insurance arising from any cause whatsoever not excluded by the original policy.

Insured Property - Item 1

The permanent and temporary works constructed erected or in the course of construction or erection in performance of the contract and all other property for which the insured contractors are responsible under the contract whilst on the site and subject to its value being included in the sum insured however excluding constructional plant and temporary buildings.

Insured Property - Item 2

Removal of debris: costs and expenses necessarily incurred by the Insured with the consent of the Insurers in dismantling and removing debris of the portion or portions of the property insured under item (1) destroyed or damaged by any peril hereby insured against.

Sum Insured: HK\$100,000 any one contract

: Section II - Liability to Third Parties

To indemnify the Insured in respect of all sums which the Insured shall become legally liable for:

- i) Accident death bodily injury illness or disease suffered by any person
- ii) Accidental loss or damage to physical property arising out of the performance of the contract and in addition the insurers shall be liable for
- iii) All costs and expenses of litigation recovered by any claimant against the insured
- iv) All costs and expenses of litigation incurred by the insured with written consent of the insurers in resisting any claim

Limit of Indemnity: HK\$30,000,000 any one accident and unlimited for the period of insurance (Cost inclusive)

Geographical Area: Hong Kong SAR and Jurisdiction

Excess

: Section I - Material Damage

	For contract with	For contract with	For contract with
	value of	value exceeding	value exceeding
	HK\$500,000 or	HK\$500,000 upto	HK\$1,500,000 upto
	<u>below</u>	HK1,500,000	HK\$3,000,000
	HK\$	HK\$	HK\$
Act of God/Fire/Theft:	20,000	25,000	35,000
Others:	20,000	25,000	35,000
Temporary Works:	20,000 min or 50%	25,000 min or 50%	35,000 min or 50% of
	of loss (*)	of loss (*)	loss (*)
Water Damage to	20,000 min or 20%	25,000 min or 20%	35,000 min or 20% of
Work:	of loss (*)	of loss (*)	loss (*)

Section II - Liability to Third Party

Section II - Liability to Third Party		
		HK\$
Third Party Property Damage	:	50,000 min or 10% of loss (*)
Vibration	:	50,000 min or 20% of loss (*)
Underground Services	:	50,000 min or 20% of loss (*)
Oil-Filled/Fibre-Optic Cable	:	50,000 min or 40% of loss (*)
Principal Property	:	50,000 min or 20% of loss (*)
Water Damage to Third Party Property	:	50,000 min or 20% of loss (*)
Third Party Bodily Injury	:	50,000

(*) - whichever is the greater

Conditions

: 1. Revised Cross Liability Clause/ As per Asia's standard Contractors' All Risk Policy Jacket

(Inter alia)

- 2. B1 Safety Precaution Clause amended to delete the 24 hours watchman requirement.
- 3. B2 Special Conditions for Underground Services Clause
- 4. A9 Including the risks of strikes, riots and civil commotion
- 5. A6 Extra charges for overtime, night work, work on public holiday and express fright (10% of adjusted loss)
- 6. A1 Extended to cover liability to third party property damage caused by vibration, removal or weakening of support (Limit: HK\$30,000,000 any one accident and in aggregate during any one period of insurance)
- 7. A7 Extended to cover employer's property under the care, custody or control of the insured contractors under Section II (Limit: HK\$30,000,000 any one period in aggregate)

Page 6 of 8

- 8. Yearly Declaration (CIC has to submit the actual annual turnover with details upon policy expiry)
- 9. Burning and Welding Clause
- 10. 60 Days Cancellation Clause, i.e. the policy may be cancelled by the Insured at any time subject to short-term premium but 60 days' advance notice by the Insurer.
- 11. Extended Maintenance Period Cover
- 12. 60 Days Non-Removal Notice by Insurer
- 13. Claim Control Clause
- 14. 72 hours Clause
- 15. HK Jurisdiction Clause
- 16. Run Off Liability Clause
- 17. Revised Arbitration Clause

Other terms and conditions as per policy wording.

Principal

Policy Exclusions (Inter alia)

- : 1. Cyber Exclusion
 - 2. Total Asbestos Exclusion
 - 3. Pollution Exclusion Clause
 - 4. War & Terrorism Exclusion
- 5. Date Related Performance & Functionality Clause (A) and (B)
- 6. Professional Liability Exclusion
- 7. Electromagnetic Radiation Exclusion
- 8. Products Liability Exclusion
- 9. Self-Employed Person and Sole Proprietors Exclusion
- 10. Sanction Clause

Other exclusions as per original policy.

Insurer

: Asia Insurance Company Limited – 100%

Policy No.

: ABK/ECA/14-60019992

Applicable

: Hong Kong SAR

Jurisdiction and/or

Law Practice

2. Contractors' Own Insurance Responsibilities

- (a) The Contractor's All Risks / Third Party Liability Insurance does not cover the liability arising out of or in connection with the following:
 - i. motor vehicles and other Statutory Insurances.
 - ii. employees of the Insured Parties, sole proprietors and self-employed persons acting as sub-contractors, including labour masters and persons supplied by them, persons employed by labour only sub-contractors, self-employed persons, drivers and / or operators of plant hired to the Insured, student gaining work experience, and any other persons hired or borrowed by contractors.

"Contractors allow such persons to enter site at their own risk".

- iii. deductibles of the Policy.
- (b) The Contractor's All Risks / Third Party Liability Insurance does not cover the physical loss of or damage to construction plant tools and equipment owned or leased by the contractors or for which the contractors may be responsible.
- (c) Contractors and Subcontractors are required to arrange Employees' Compensation Insurance complying with the Employees' Compensation Ordinance (Cap 282) in respect of their employees. Such insurance is to be endorsed to cover the Construction Industry Council as an Insured Party.
- (d) The Third Party Liability Insurance cover is HK\$30,000,000. Construction Industry Council advises contractors to review its adequacy in relation to their risks and liability under the contract with the Construction Industry Council and to purchase additional limit, if required, at their own costs.
- (e) The Contractor's All Risks / Third Party Liability Insurance only covers contract within the contract details as stated in the Insurance Synopsis of Contractors' All Risks/ Third Party Liability Insurance. Should the contract not within the contract details, contractor must arrange another Contractor's All Risks / Third Party Liability Insurance, joint name with Construction Industry Council, at contractor's own cost. Minimum coverage for third party liability is HK\$30,000,000.

C. Safety Guidelines

1. General Duties of Contractor and Persons Employed

Pursuant to the Factories and Industrial Undertakings Ordinance (Cap. 59) and Occupational Safety and Health Ordinance (Cap.509), whilst executing the works under the Contract, it shall be the duty of the Contractor to ensure the health and safety at work of all persons employed by him, and it shall be the duty of every person employed to take care for the safety of himself and of other persons who may be affected by his acts or omissions at work..



Safe Means of Access and Egress

The Contractor must maintain the workplace in a safe condition and ensure that every access to and egress from the workplace is safe. The Contractor shall also ensure that all means of escape from the workplace are kept free from obstruction.

Personal Protective Equipment

The Contractor must supervise and ensure all his sub-contractors and employees wear appropriate personal protective equipment, e.g. protective clothing, safety helmet, safety shoes, harness, fall arresting system, eye-protector, ear protector, and mask, etc., as Construction Industry Council may consider necessary or appropriate or as legally required. Any such personal protective equipment must be provided, maintained and replaced as necessary by the Contractor at his own expenses.

- No Smoking and Fire Prevention Measures Smoking is not permitted in the workplace. If the works involve the use of naked flame, the Contractor must implement sufficient fire prevention measures.
- Working at Height The Contractor shall take adequate steps to prevent any person from falling from a height of 2 metres or more.

D. Consequences of Breach

If the Contractor, his sub-contractors of all tiers or employees do not comply with the relevant laws of Hong Kong Special Administrative Region and the terms and conditions of this Guidelines, or if the performance of works undertaken by the Contractor causes any damages or losses to Construction Industry Council, Construction Industry Council may at its discretion terminate this Contract and the operations of the Contractor until any non-compliance or the unfavourable operation is rectified. The Contractor shall be liable to any loss or damage so caused to Construction Industry Council. Construction Industry Council shall be entitled to recover in full from the Contractor forthwith. The Contractor shall also lose his right from submitting quotations or tenders to Construction Industry Council in the future.

Additional Information	The Contractor's Declaration
P.R. No.:	If the quotation is accepted, this document together with the tender or quotation will form part of the Contract and I/we hereby agree to comply with them.
Period of Validity:	tion.
Location of Works / Services:	Name of Contractor:
No. of pages for this document: 8	Signature with Company Chop:
This document was issued on:	Date:



承辦商安全守則

The following requirements include general safety requirements to be complied with by contractors and are by no means exhaustive. In general, contractors are to take all reasonable steps to ensure the safety and health of their employees and their subordinate workers (including their subordinate contractors). All site work activities of contractors shall be in full compliance with all relevant legislation of the Hong Kong Special Administrative Region including:

- Factories and Industrial Undertakings Ordinance (Cap 59) and its subsidiary legislation / regulations,
- Occupational Safety And Health Ordinance (Cap 509) and its subsidiary legislation / regulations,
- Dangerous Goods Ordinance (Cap 295) and its subsidiary legislation / regulations,
- Electricity Ordinance (Cap 406) and its subsidiary legislation / regulations,
- Builders' Lifts and Tower Working Platforms (Safety) Ordinance (Cap 470) and its subsidiary legislation / regulations,
- Boilers and Pressure Vessels Ordinance (Cap 56) and its subsidiary legislation / regulations.
- Construction Workers Registration Ordinance (Cap 583) and its subsidiary legislation / regulations,
- Employees' Compensation Ordinance (Cap 282) and its subsidiary legislation / regulations.

Other than legislation, contractors also must comply with relevant codes of practice or any other guidelines issued by government bodies or organization including the Labour Department, Fire Services Department, Electrical and Mechanical Services Department, Highways Department, Buildings Department, Construction Industry Council and Occupational Safety and Health Council.

Construction Industry Council (CIC) reserves the right to charge HKD 500.00 for each violation of any of CIC's internal safety requirements listed below or each violation of any relevant legislation, code of practice or guidelines.

In case of any dispute, CIC reserves all rights of final interpretation of the rules. The safety requirements to be complied by contractors include:

CONSTRUCTION INDUSTRY COUNCIL 建造業議會

Contractor's Safety Requirements

承辦商安全守則

General Rules

- 1) Contractors must arrange a representative(s) to attend a safety briefing before work commencement. Failure to attend briefings may result in work commencement not being permitted. Attendance at a briefing will be valid for 6 months; any contractor who had attended a briefing within the 6 months prior to the work commencement day will be exempted from attending a further briefing.
- 2) Before work commencement, contractor must obtain an Attendance Proof Safety Briefing. Work will be suspended immediately if an Attendance Proof Safety Briefing has not been obtained.
- 3) The contractor's representative must be a direct employee of the awarded contractor.
- 4) The contractor's representative has the duty to clearly deliver to the employer all messages from safety briefings or any safety meetings.
- 5) Contractors have the obligation to send a representative(s) to attend any safety meeting held by CIC.
- 6) The contractor must ensure all of CIC's safety requirements are delivered and clearly explained to all personnel in the working team (including direct employees and subordinate contractors) before working within CIC's premises.
- 7) The delivery of CIC's safety requirements mentioned in clause 6) above must be documented in writing and a copy must be maintained within the work area for inspection.
- 8) In case of any inspection or visit conducted by government officials, contractors must notify the site's responsible person, CIC's department responsible for the project and CIC's Corporate Safety Team immediately.
- Ontractors are required to prepare a method statement document ("Method Statement") and a risk assessment document ("Risk Assessment") before work commencement. The Method Statement is to be a comprehensive and step-wise statement of the work sequence and method, with the help of drawings, layout plan etc. to illustrate in detail how the work will be conducted. The Risk Assessment is to cover all foreseeable risks resulting from each step of the work sequence. Adequate and suitable rectifying measures should be stated in the Risk Assessment and implemented. The Risk Assessment should prepared or reviewed by the contractor's safety officer.
- 10) Contractors should submit the statutory appointment notice (Forms 4 & 5 in Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulation (Cap 59Z)) of any safety supervisors or safety officers to CIC for record.

CONSTRUCTION INDUSTRY COUNCIL 建造業議會

Contractor's Safety Requirements

承辦商安全守則

- Occurrence of any kind of imminent danger or unsafe act may result in suspension of work on site until adequate and appropriate remedial action to the satisfaction of CIC is taken.
- 12) All contractors' personnel must not smoke within CIC premises.
- All contractors' personnel must not work under the influence of alcohol or drugs. Noncompliant individuals may be immediately removed from the site.
- 14) Work areas and material storage areas should be fully enclosed and the following signage should be displayed at the entrance of each individual area:
 - i. "No unauthorized entry" or similar,
 - ii. "No Entry Without Wearing Safety Helmet or Safety Shoes" or similar,
 - iii. Contractor Work Commencement Permit
 - iv. Pedestrian diversion instruction (if original access was affected),
 - v. List of Competent Persons (if applicable).
- 15) Whip checks should be installed on the connections of compressed air hoses.
- 16) CIC reserves the right to request any contractor's personnel to be suspended from working within CIC premises for repeated violations of safety requirements.
- 17) If the construction area is adjacent to any public area, the affected area must be fully enclosed in order to ensure no members of the public would be able to access the site area. For example, enclosing the work area with securely erected boards.
- 18) If the construction area is directly above any public area, the contractor is required to fence off the area below or any area that may be vulnerable to any falling objects from the construction project. Sufficient, proper warning notice must be displayed.

Personal Protective Equipment

- 19) Contractors have the obligation to ensure all workers, including all their subordinate contractor workers, have been provided with suitable and adequate personal protective equipment.
- 20) Contractors have the obligation to ensure all workers, including all their subordinate contractor workers, use personal protective equipment properly.
- 21) Contractors have the obligation to ensure personal protective equipment is in safe working condition.
- All personnel within the works area must wear a safety helmet (which should be in compliance with the "Guidance Notes on the Selection, Use and Maintenance of Safety Helmets" issued by the Labour Department) and safety shoes with a steel toe cap and steel midsole (which should be in compliance with BS EN ISO 20345 or any other equivalent standards).

Page 3 of 10

GDL | 004 | A | 20170811 |



承辦商安全守則

- 23) All safety helmets used should be equipped with a Y-type chin strap.
- 24) Contractors should maintain sufficient amount of safety helmets onsite for visitors' use.
- 25) All full body harnesses used must be equipped with double lanyards and comply with the "Guidance Notes on Classification and Use of Safety Belts and their Anchorage Systems" issued by the Labour Department.

Safety Training

- 26) Copies of relevant certificates/safety training attendance records of all site personnel should be maintained onsite for inspection upon CIC's request. The Internal Safety Induction Training should be conducted by contractors' safety personnel.
- 27) All personnel engaged in site activities must possess a valid Mandatory Basic Safety Training Course (Construction Work) card and a Construction Worker Registration Card, and have attended Internal Safety Induction Training conducted by the contractor. Non-compliant individuals may be immediately removed from the site.

Safety Inspection

- 28) If a safety officer or safety supervisor must be employed for the project, all completed Forms 2A and Forms 3A under the Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulations (Cap 59Z) should be submitted to CIC for record.
- 29) Contractors' management staff should conduct regular safety inspections. The inspections should be documented and submitted to CIC Corporate Safety Team for record.
- 30) All recommendations for improvement in the Safety Inspection report issued by CIC should be implemented by contractors within 3 working days and evidence of improvement should be submitted to CIC.
- 31) The reoccurrence of any unsafe items from a CIC Safety Inspection report may result in suspension of work until recommendations for improvement have been implemented.

Temporary Structures

32) Drawings and designs of all metal scaffolds, bamboo scaffolds or any temporary structures for support use or load bearing purposes must be checked by an appropriate registered engineer prior to erection, and the maximum safe load of the scaffold or structure must be determined. The registered engineer should clearly indicate the permitted load of the scaffold or structure in the drawings. Approved / endorsed drawings should be submitted to CIC's Corporate Safety Team for record.



承辦商安全守則

- 33) All bamboo scaffolds that will be constructed with more than 15 meters in height should be designed and endorsed by an appropriate registered engineer, and this document should be submitted to CIC's Corporate Safety Team for record.
- 34) All structures or scaffolds mentioned in clauses 32) and 33) must be inspected by an appropriate registered engineer after construction. This inspection should be targeted at verifying whether the aforesaid structure or scaffold is in compliance with the design. The verification should be in written form with the registered engineer's endorsement and should be submitted to CIC for record. Any works associated with the structures or scaffolds should not be commenced before the verification is made.

Emergency Preparedness

- 35) Contractors should provide one primary emergency contact number and one secondary emergency contact number to the CIC's Corporate Safety Team, and these contact numbers should be reachable 24 hours.
- 36) If there is any accident, incident, near miss, occupational disease or dangerous occurrence (as defined in Schedule 1 of the Occupational Safety and Health Regulation (Cap 509)) contractors must notify the premises occupier, CIC's Corporate Safety Team and CIC's department responsible for the project immediately.
- 37) CIC's contractors have the obligation to conduct necessary investigations of any accident, incident or near miss caused by their work activities or their sub-contractors' work activities. The investigation should be conducted within 24 hours after the occurrence of the accident. After the investigation, a detailed report should be composed to illustrate the cause(s) and suggest recommendations to avoid reoccurrence.
- 38) Reports of the investigations mentioned in clause 37) should be submitted to CIC within 3 working days after the occurrence of the incident.
- 39) CIC's contractors have the obligation to suggest and implement necessary improvement measures to prevent the reoccurrence of accidents, incidents or near misses.
- 40) In every work location, at least one first aid box should be maintained. If a contractor is engaged at more than one work location, and the work locations are physically separated or not readily accessible, a first aid box is to be maintained at each work location.
- 41) The type and quantity of first aid items contained in the first aid box should comply with Schedule 2 of the Construction Sites (Safety) Regulations (Cap 59I).
- 42) Contractors should arrange a person / team of persons to conduct regular checks on the first aid box to ensure the proper condition and quantity of first aid items. If first aider(s) is/are deployed for the construction project, the first aider should be included in the aforesaid team.



承辦商安全守則

- 43) Adequate and proper firefighting equipment should be ready in the site area. At least one fire extinguisher of proper type should be maintained at each electrical distribution box and hot work area.
- 44) Clearly visible signage should be displayed to indicate the location of firefighting equipment and first aid equipment.
- 45) Contractors must not obstruct any emergency escape route or make any emergency equipment defective. If this is unavoidable, the obstruction is to be pre-approved by CIC and alternative measure(s) provided during temporary unavailability of the emergency escape route or equipment.

Competent Person

- 46) All of the competent persons deployed in the works area shall be appropriately qualified as specified in relevant legislation and codes of practice, including but not limited to the following:
 - i. Metal scaffold competent person
 - ii. Bamboo scaffold competent person
 - iii. Metal scaffolder
 - iv. Bamboo scaffolder
 - v. Gas Welder
 - vi. Safety Supervisor
 - vii. Electrical worker
 - viii. Abrasive wheel mounting competent person
 - ix. Crane Operator
 - x. Lifting Appliance Inspector
 - xi. Loadshifting Machinery operator
 - xii. Confined Space Competent Person
 - xiii. Confined Space Certified Worker
 - xiv. First Aider
 - xv. Suspended working platform operator
 - xvi. Cartridge-operated fixing tools operator
 - xvii. Excavation Inspector
 - xviii. Power-operated elevating work platform operator
 - xix. Electric Arc Welder
 - xx. Rigger
 - xxi. Signaler

GDL 004 A 20170811

Page 6 of 10



承辦商安全守則

47) For competent persons of the trades specified below, these additional qualifications shall be met:

Trade	Qualification
Cartridge-operated fixing tools operator	Attended operational training organized by the tool's supplier
Excavation Inspector	Holder of Bachelor's degree in Civil Engineering or other relevant discipline
Power-operated elevating work platform operator	Attended operational training organized by the machine's supplier
Electric Arc Welder	Holder of General Welder intermediate trade test certificate or above
Rigger and Signaler	Holder of Safety Training Course for Construction Workers of Specified Trade (Construction Material Rigger) Certificate or other equivalent

- 48) A list of the competent persons (if any) mentioned in clauses 46) and 47) above, should be displayed at the entrance of the site.
- 49) In case work activity is not conducted by suitable competent persons, CIC reserves the right to temporarily suspend that related work activity.

Working at Height

- 50) All scaffolding works must be supervised by a relevant competent person and performed by trained workers as per the requirement stated in the Metal and Bamboo Scaffold Code of Practice issued by the Labour Department.
- 51) Contractors must provide proper fall protection to prevent any person falling from height.

 Contractors also have the obligation to ensure the fall protection is being used properly.
- 52) Contractors should take necessary steps to avoid any objects falling from height, such as implementing hand-tag lines for tools, installing toe boards or mesh etc.
- All floor edges must be protected with rigid and secure guardrails and toe-boards at all times. The aforesaid guardrails and toe-boards are to comply with the requirements stated in Schedule 3 of the Construction Sites (Safety) Regulations (Cap 59I).
- 54) All floor openings must be covered and secured with sound and solid materials at all times. Clearly visible notices should be placed to indicate floor openings.
- Proper working platforms must be provided for work carried out at 2 meters or above. Non-compliance with such will be considered as an unsafe act.
- 56) Mini scaffolds, stepladder platforms, hop-up platforms or step stools are to be provided for working at heights lower than 2 meters. The equipment mentioned must be in compliance with the requirements stated in clause 58).



承辦商安全守則

- 57) Access ladders (Single sided, non-self-standing ladders), and A-type ladders (two-sided, self-standing ladders) are prohibited for use as working platforms.
- 58) Any mini scaffold, stepladder platform, hop-up platform or step stool must comply with the following standards and be free from any defects:

Equipment Type	Standard /Requirement
Mini scaffold	EN131-7 or PAS250 or any other equivalent
Stepladder platform	EN131 or ANSI A14 or AS/NZS 1892 or any other
Hop-up platform	EN131-7 or any other equivalent international standard, and
	may only be used when a guardrail is equipped
	properly
Steps stools	EN14183 or other equivalent international standard equivalent international standard

Health Hazard Control

- Noise assessments should be conducted as per the requirements stated in the Factories & Industrial Undertakings (Noise at Work) Regulation (Cap 59T) and relevant codes of practice. Relevant documents such as results of noise assessments and evidence of improvement measure(s) implemented should be submitted to CIC's Corporate Safety Team for record.
- Manual handling assessments should be conducted as per the requirement stated in the Occupational Safety & Health Regulation (Cap 509A) and relevant codes of practice. Relevant documents such as results of manual handling assessments and evidence of improvement measure(s) implemented should be submitted to CIC's Corporate Safety Team for record.
- 61) The quantities of any dangerous goods stored within the works area should not exceed the exemption quantities stated in Fire Protection Notice No. 4 published by the Fire Services Department, otherwise, a dangerous goods store must be set up and a licence applied for. CIC's Corporate Safety Team is to be informed beforehand.
- 62) Chemical hazard assessments are to be conducted for all chemicals on the construction site. The storage, usage of chemicals, the usage of personal protective equipment etc. are to follow the results of the assessment.
- 63) The proper prescribed form of chemical label is to be clearly displayed on chemical containers.
- 64) Contractors should conduct heat stress assessments and arrange mitigation measures accordingly whenever the work condition may lead to their employees suffering heat stroke, such as prolonged outdoor work during the summer season or exhausting work in confined spaces.



承辦商安全守則

65) Contractors should provide sufficient drinking water to the employees.

Electrical Works

- 66) For any installation or excavation work required to be conducted on existing walls or structures, or the ground, active cable detection is to be conducted and the alignment and depth of cables are to be conveyed to the relevant personnel involved before the start of work. The attendance record and cable detection survey report should be submitted to CIC's Corporate Safety Team for record.
- 67) Only registered electrical workers should conduct electrical installation work. A lock and tag system is to be implemented for any installation work in connection to an existing electricity power supply.
- 68) All electrical tools are to be checked by a registered electrical worker prior to use.
- 69) All mobile electricity generators are to be properly earthed before use.
- 70) When working outdoors, waterproof plugs should be used.

Lifting Operations

- 71) All lifting appliances and lifting gear used are to comply with the requirements stated in the Factories and Industrial Undertakings (Lifting Appliance and Lifting Gear) Regulations (Cap 59J) and a list of all the lifting appliances and lifting gear used by contractors should be sent to CIC for record. The certificates of the aforesaid equipment should be always ready onsite during the works period for checking.
- 72) Contractors should check the condition of lifting gear before commencement of each lifting operation.
- 73) All rigging and signaling should be conducted by a competent person. Walkie-talkies with a secured channel or other similar communication channel should be provided to the signaller and the crane operator.
- 74) Contractors should take all necessary action to ensure lifted loads are balanced, secure and will not cause any object to fall.
- 75) Lifted objects should be fitted with 2 tag lines of sufficient length.
- 76) Contractors are to take all necessary action to ensure all lifting appliances, cranes and lifting gear are free from any defects.
- Overloading of any lifting appliances or cranes is strictly prohibited. The occurrence of overloading will be considered as an unsafe act.
- 78) All crane outriggers must be fully extended before conducting any lifting operations.
- 79) All cranes must be seated on firm and even ground.



承辦商安全守則

- 80) All lifting zones must be fully enclosed and contractors should take all necessary action to ensure that no one is under any lifted load.
- 81) Every 3 months, contractors should conduct detailed checking of the certificates and physical condition of all lifting gear, and use the below color coding to indicate usable lifting gear:

Months/ Condition	Color
Jan to Mar	Blue
Apr to Jun	Yellow
Jul to Sep	Green
Oct to Dec	Orange
Substandard condition	Red
Invalid certificate	White

Hot Work

- 82) Contractors are to take necessary action to contain sparks generated from hot work.
- 83) Contractors should deploy a watchman in the area affected by sparks generated from hot work.
- 84) All flammable substances, materials or chemicals must be removed before conducting hot work
- 85) All compressed air cylinders such as oxygen and acetylene should always be kept upright and secured with chains.
- 86) Proper handling tools, such as trolleys, should be used during the transport of any compressed air cylinders.
- 87) Contractors are to ensure flashback arrestors, non-return valves and springs are properly fitted to flame cutting sets before use.
- 88) Pre-use checking are to be conducted by a competent person to ensure equipment used for hot work is free from any defects.
- 89) No electric-arc welding is permitted in outdoor area when it is raining.
- 90) Contractors are to ensure all work pieces are completely cooled down before leaving the work premises.



Ref. No.:	
檔案編號:	

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

This form should be completed in FULL BLOCK LETTERS and returned to:

Procurement Department

香港九龍觀塘駿業街56號

Construction Industry Council

中海日升中心38樓

38/F, COS Centre, 56 Tsun Yip Street

建造業議會

Kwun Tong, Kowloon, Hong Kong

採購部

請詳細填寫本申請書並交回:

2100 9000 2100 9439 Tel. No.: Fax. No.: vendor@cic.hk E-mail:

電話號碼: 2100 9000

圖文傳真號碼: 2100 9439 電子郵件: vendor@cic.hk

Enquiries concerning the personal data collected by means of this form, including the making of access and corrections, should be addressed to the above

Department.

如查詢此表格內的資料,包括查閱途徑及修訂資料,請與上述部門聯絡。

PART I - DETAILS OF THE COMPANY 第一部 - 公司資料

(i)	Company Name: (English) (Company r	name should correspond with that registered under the Business Registra	ration Ordinance (Cap 310)]
	公司名稱: (中文)【公司名稱須勢	與商業登記條例(第310章)內所登記的名稱相同】	
(ii)	Company Address : (English)		
	公司地址: (中文)		
(iii)	E-mail 電子郵件:	(iv) Website	網址:
(v)	Tel. No. 電話號碼:		圖文傳真號碼:
	otherwise.	, all future CIC notifications will be dispatched by means 要求,所有議會通訊將以電郵傳遞。	s of email, unless specifically requested in writing to the CIC
	PART II	- ORGANISATIONS AND STAFF 第二語	部 - 公司組織及職員資料
(i)	A partnership (unincorporated) 合夥(A sole proprietorship (unincorporated		
(ii) *	Members of organisation 公司成員 Directors / Proprietors / Partners 董事 / 東主 / 合夥人	: English Name 英文姓名	Chinese Name 中文姓名
	* Delete where inappropriate 將不適用者刪去		



Ref. No.:	
當案編號:	

Application Form for Inclusion in the CIC Vendor List

(iii)	Person(s) to contact on mat 獲授權回答有關投標 / 合			ts:		
	Name(s) 姓名	Off	ficial Capacity 職位		Tel. No. 電話號碼	Mobile No. 流動電話號碼
(1)					_	
(2)	<u> </u>					
(3)		_				
(iv)	Please confirm whether you Scheme (SRS). 請貴公司確認是否在分包		-		r under the CIC's Subcontractor Reg	gistration
	□ Yes,SRS Numl 是,分包商註冊		₽: :		□ No 不是	
			PART III -	BUSIN	ESS TYPE 第三部 - 業務	性質
(i)	Please tick ② as appro Business Type 業務性質	type and			所供應的服務及貨品 <i>請選擇 貴公司所屬的業務性質。</i>	及相應的覆蓋範圍
			f Services 服務行業		A content () 提表生 流山	
	類別一 - 供應商		Construction Materials	☐ 1.1 ☐ 1.2	Accelerator (催乾劑) Acrylic Paint (亞加力漆)	
			(建築材料)	1.3	Air-conditioning & Ventilation	Accessory (空調及通風配件)
				1.4	Adhesive / Sealant (膠漿 / 封邊	膠)
				☐ 1.5	Aggregates (石仔)	
				☐ 1.6	Air-conditioning & Ventilation	(空調及通風)
				1 .7	Aluminium Bar / Hollow (鋁條	
				1.8	Aluminium Foamwork Accessor	
				1.9	Aluminium Foamwork (鋁模板))
				☐ 1.10 ☐ 1.11	• " " " "	
				_	Anti-ant Paint (抗蟻油漆)	
				_	S Asphalt (瀝青)	
				☐ 1.14		記件)
				1.15	Bar-bending & Fixing (鋼筋屈打	七)
				1.16	Bronze / Copper / Brass Pipe (
				1.17	Bearing (啤令)	
				1.18		
				1.19	• • • • • • • • • • • • • • • • • • • •	
				1.20		
				1.21	••	
				☐ 1.22 ☐ 1.23		
				☐ 1.23 ☐ 1.24		- J. W. J. /
				1.25		
				1.26		電線配件及線槽)
				1.27		
				1.28	Canvas Goods (帆布及布帳製品	급)
				1.29	Ceiling (天花)	



Ref. No.:		
檔案編號:		

Application Form for Inclusion in the CIC Vendor List

1.30	Cement (水池)
1.31	Cement Paint (雪花英泥)
1.32	Centre Punch (中心沖/賓子)
1.33	Clear Lacquer (透明漆)
1.34	Clay Sand (黃花沙)
☐ 1.35	Clear Varnish (透明清漆)
☐ 1.36	Concrete Blocks (混凝土磚)
1.37	Concrete (混凝土)
_	
1.38	Concrete Pipe (混凝土管道)
1.39	Curtain Wall / External Cladding (幕牆/幕板)
1.40	Drill Bit & Cutter Bit (鑽咀及刀咀)
1.41	Door & Accessory (大門及配件)
1.42	Dry Wall (石膏板)
1.43	Electrode (電焊支)
1.44	Electrical Supplies (電器材料)
1.45	Emulsion Paint / Latex (乳膠漆)
1.46	Epoxy Coating (環氧塗料)
1.47	Epoxy (環氧樹脂漆)
1.48	Fencing / Mesh / Chain (圍欄 / 鐵絲網 / 鎖鏈)
1.49	Fibre Glass Products (玻璃纖維產品)
1.50	Filter (過濾器)
1.51	Fire Retardant Paint (防火漆)
1.51	Floor Board Coating (地台油)
☐ 1.52	Gaseous Fuels / Welding (氣體燃料 / 焊接)
_	Glazed Ceramic Wall Tiles (牆壁瓷磚)
1.54	Gloss Latex Paint (悅亮漆)
1.55	Gloves (手套)
1.56	
1.57	Gold (金)
1.58	Granite (麻石)
1.59	Grinding / Polish (研磨 / 拋光)
1.60	Hammertone Paint (鎚紋漆)
	Heat Insulating Materials (隔熱物料)
1.62	Hot-dip Galvanizer (熱浸鍍鋅)
1.63	Hose and Fittings (膠喉及配件)
1.64	Homogeneous Floor Tiles (過底地磚)
1.65	Hydrated Lime (熟石灰)
1.66	Insulation Materials (絕緣體)
1.67	Iron Work (訂製鐵器)
1.68	Jointing (接口)
1.69	Laminated Plywood (夾板)
1.70	Luminous Paint (螢光漆)
1.71	Marble & Accessory (雲石及配件)
1.72	Metal / Plastic Container (金屬 / 塑膠容器)
1.73	Metal Etching (金屬蝕刻)
1.74	Mosaic Tiles (紙皮石)
1.75	Multi-Colour Paint (多彩漆)
1.76	Nail / Staple & Accessory (釘及配件)
1.77	Non-slip Treatment (防滑處理)
	1 (00.70% = 2)



Ref. No.:	
檔案編號:	

Application Form for Inclusion in the CIC Vendor List

	1.78	Nylon (尼龍)
]	1.79	Pipe Fittings (管道配件)
[1.80	Pipe (喉管)
]	1.81	Pigment / Staining (色粉)
[1.82	Plastering (抹灰)
I	1.83	Plastic Sheet / Board (膠片 / 膠板)
[1.84	Plastic / Wood Flooring (膠 / 木地板)
]	1.85	Polyurethane Paint (聚脂漆)
-	_ 7 1.86	Polishing / Sharpening (拋光 / 磨石)
-	1.87	Primer / Sealer (封底漆)
-	1.88	Rain Gear (雨具)
·	- 1.89	Red Bricks (紅磚)
-	1.90	River Sand (淡水沙)
·	– – 1.91	Road Marking Paint (馬路劃線漆)
	1.92	Sanitary (潔具)
	1.93	Sanding Paper / Cloth (砂紙 / 布)
·	1.94	Saw Blade / Wheel & Accessory (鋸片 / 碟及配件)
-	1.95	Screw & Accessory (螺絲及配件)
•	1.96	Scantling & Planking (什木枋板)
-	1.97	Silk Screen (絲網)
	1.98	Stone Like Coating Paint (石頭漆)
·	1.99	Solvent (溶劑)
		Spraying Paint (噴漆)
		Steel / Iron Bar (鋼 / 鐵條)
·		Steel / Iron Gate (鋼 / 鐵門)
-		Steel / Iron Pipe (鋼 / 鐵管)
-		Steel / Iron Sheet (鋼 / 鐵片)
		Steel / Iron Wire (鋼 / 鐵線)
		Stone (開山大石)
·		Stopping (填補料)
-		Steel Reinforcement (鋼筋)
-		Stainless Steel Bar (不銹鋼條)
_		Stainless Steel Pipe (不銹鋼管)
		Stainless Steel Sheet (不銹鋼片)
		Stainless Steel Wire (不銹鋼線)
		Steel Wire Rope / Nylon Webbing Sling (鋼絲繩 / 尼龍帆布帶)
	_	Surveying Supplies (測量材料)
-	_ ┐ 1.115	Switch (掣)
		Synthetic Paint (合成油漆)
]		Textured Latex (砂膠漆)
]	1.118	Undercoat Pattern (底漆)
1	1.119	Valve (閥門)
1	1.120	Washable Distemper (可洗膠灰水)
]		Wall Paper (牆紙)
]	1.122	Water Proofing Material (防水物料)
		Water-boiled Proved Laminated Plywood (防水夾板)
		Weldmesh (馬路網)
-		Window & Accessory (窗戶及配件)
•	_ _	



Ref. No.:	
檔案編號:	

Application Form for Inclusion in the CIC Vendor List

			I.I	126	Wire Rope (鋼纜)
			1.1	127	Wood Stripe (木線)
[2	Tools (手工具)	2.1	.1 1	Brush & Accessory (刷及配件)
				.2	Chisel (鑿)
			<u></u>	.3 (Crowbar (鐵筆)
			☐ 2.4		Drawing Instrument (繪圖工具)
			2.5		Electric Drill / Hammer Drill & Accessory (電鑽及配件)
			2.6		Edge Rule (壓尺)
			2.7		File (銼)
			2.8		Hammer (鎚仔)
			2.9		Masonry Tools (泥水工具)
			2.1		Meter / Tester (測試儀錶)
			2.1	.11 1	Portable Electrical Tools & Accessory (手提式電動工具及配件)
			2.1	.12 I	Pipe Bender & Expander (喉管屈曲器及掙大器)
			2.1	.13 1	Pick (泥耙)
			2.1	.14 l	Pipe Cutter (喉管剪鉗)
			2.1	.15 1	Pipe Dies and Head (牙模及扳頭)
			2.1	.16 I	Plane (刨)
				.17 I	Plier / Pincer / Nipper (鉗子)
				.18	Saw (鋸)
			_ _ 2.1	.19	Screwdriver (螺絲批)
			<u> </u>		Spanner / Wrench (扳手)
			☐ 2.2		Scraper / Shovel / Pottery Tool (刮 / 鏟 / 泥刮)
			☐ 2.2		Steel Snip/ Cutter (剪鉗)
			☐ 2.2		Surveying Level (測量平水儀)
			2.2		Surveying Scale (測量磅)
			2.2		Trowel (抹子 / 批匙)
			=		Vise (虎鉗 / 夾)
			_		
	- 2	T. 1 1. G. C 0	2.2		Welding Tools (焊接工具)
L	_	Industrial Safety & Protective Products	3.1		Anti-Surge Protection (防電保護)
		(安全及防護產品)	3.2		Confined Space Equipment (密閉空間設備)
			3.3		Eye Protection (眼部保護)
			3.4	.4 1	Fall Protection (高空防墮保護)
			3.5	.5 1	First Aid Supplies (急救用品)
			3.6	.6 I	Fire Extinguisher & Equipment (滅火筒及設備)
			3.7	.7]	Foot Protection (腳部保護)
			3.8	.8	Gas & Radiation Detector (氣體及輻射探測器)
			3.9	.9 1	Hand Protection (手部保護)
			3.1	.10 1	Hearing Protection (聽覺保護)
			3.1	.11 1	Head Protection (頭部保護)
			— ☐ 3.1	.12	Noise Assessment Tools (噪音評估工具)
			3.1		Respiratory Protection (呼吸保護)
			3.1		Road Safety Equipment & Reflective Vest (交通安全用品及反光衣)
			3.1		Safety Net & Tool Box (安全網及工具箱)
			3.1		Safety Sign / Label (安全標貼/告示牌)
			3.1		Self-Contained Breathing Apparatus & Air Compressor
			⊔ ^{ე.1}		(自供式呼吸器及空氣壓縮機)
			3.1	.18	Welding Protection (燒焊保護)



Ref. No.:	
當案編號:	

Application Form for Inclusion in the CIC Vendor List

	ш -		□	7 intr Nust Spray (例如が見物)
	Products (石油及燃油產品)	4.2	Brake Fluid (剎掣油)	
		4.3	Cutting Oil (切割油)	
		4.4	Hydraulic Oil (液壓油)	
		4.5	Industrial Diesel Oil (工業柴油)	
		4.6	Lubricant Oil / Grease Oil (潤滑油/潤滑脂油)	
		4.7	Transmission Oil (傳動油)	
			4.8	Ultra Low Sulphur Diesel Oil - Ex-petroleum Filling Stations (超低含硫柴油 - 油站加油)
			4.9	Unleaded Petrol - Ex-petroleum Filling Stations (無鉛汽油 - 油站加油)
	□ 5	Construction Equipment & Machinery (建築設備及機械)	5.1	Aluminium / Galvanized Iron Working Platform (高空工作台)
			5 .2	Air Compressor & Blower (風機)
			5.3	Bolt & Pipe Threading Machine / Groove Machine (電動管紋機 / 壓坑機)
		0 = 211.02 10.002 10.110 0	5.4	Builder's Lift (建築工地升降機 - 工人籠)
			5.5	Cable Dectector (地下電纜探測器)
			5.6	Concrete Mixers (混凝土攪拌機)
			5.7	Concrete Vibrator (混凝土震機)
			5.8	Crawler Crane (履帶式吊機)
			5.9	Dozers (推土機)
			5.10	Dust Collectors (集塵器)
			5.11	Forklifts and Tow Tractors (叉車及拖引車)
			5.12	Gantry Crane (龍門式吊機)
			5.13	Generator Set (發電機組)
		5.14	Gondola Systems (吊船)	
		5.15	Hydraulic Punching / Shearing / Swing Beam Machine (液壓沖 / 剪 / 擺式剪板機)	
		5.16	Hydraulic Excavators (液壓挖土機)	
		5.17	Loaders (裝載機)	
		5.18	Mobile / Trucks / Lorry Crane (汽車吊機)	
		5.19	Metal Work Machine & Equipment (金屬工作機)	
		5.20	Pipe Welding Machine (喉管熱熔對接焊機)	
			5.21	Plate Compactor (壓路板)
			5.22	Pump (泵)
			5.23	Roller Shutter (捲閘)
			5.24	Spray Booth (噴漆柜)
			5.25	Surveying Measuring Instrument (測量儀器)
			5.26	Thicknessing Planer (壓鉋機)
			5.27	Tower Crane (塔式吊機)
			5.28	Wood Turning Lathe (木車床)
	□ 6	Repair &	6.1	Repair & Maintenance – Air-conditioning & Ventilation (空調及通風維修保養)
		Maintenance Equipment / Tools (維修及保養設備	6.2	Repair & Maintenance – Builders' Lift – Hoists (建築工地升降機維修保養)
			6.3	Repair & Maintenance – Carpark System (停車場系統維修保養)
			6.4	Repair & Maintenance – Cleaning Equipment (清潔設備維修保養)
	6.5	Repair & Maintenance – Construction Machine & Equipment (建築機械及設備維修保養)		
			6.6	Repair & Maintenance – Crawler Crane (展帶式吊機維修保養)
			6.7	Repair & Maintenance – Diesel Generating Set (柴油發電機組維修保養)
			6.8	Repair & Maintenance – Drinking Facilities & Equipment (飲用水設施及設備維修保養)



Ref. No.:	
檔案編號:	

Application Form for Inclusion in the CIC Vendor List

	6.9	Kepair & Maintenance – Electrical (电工工柱維修休食)
	6.10	Repair & Maintenance – Fire Service Facilities & Equipment (消防設施及設備維修保養)
	6.11	Repair & Maintenance – Gantry Crane (龍門式吊機維修保養)
	□ 6.12	Repair & Maintenance – Glass (玻璃維修保養)
	<u> </u>	Repair & Maintenance – Gondola System (吊船系統維修保養)
	— ☐ 6.14	Repair & Maintenance – Hydraulic Mobile Crane (液壓輪胎式吊機維修保養)
	6.15	Repair & Maintenance – Kitchen Equipment & Facilities (廚房設備及設施維修保養)
	 6.16	Repair & Maintenance – Lift & Escalator (升降機及扶手電梯維修保養)
	□ 6.17	Repair & Maintenance - Lightning System (避雷系統維修保養)
	— 6.18	Repair & Maintenance – Lorry Crane (起重機貨車維修保養)
	—	Repair & Maintenance – Measurement Equipment (量度設備維修保養)
	6.20	Repair & Maintenance – Metal Work Machine & Equipment (金屬工作機械及設備維修保養)
	6.21	Repair & Maintenance – Non-Destructive Testing Equipment (非破壞性測設備維修保養)
	□ 6.22	Repair & Maintenance – Office Equipment (辦公室設備維修保養)
	6.23	Repair & Maintenance – Photocopier Machine (影印機維修保養)
	— ☐ 6.24	Repair & Maintenance – Plumbing & Drainage (水務工程維修保養)
	— ☐ 6.25	Repair & Maintenance – Power Supply Facilities (電力裝置設備維修保養)
	— ☐ 6.26	Repair & Maintenance – Power Tools (電動工具維修保養)
	— ☐ 6.27	Repair & Maintenance – Private Car (私家車維修保養)
	— ☐ 6.28	Repair & Maintenance – Safety Equipment (安全設備維修保養)
	— ☐ 6.29	Repair & Maintenance – Security Facilitate (警衛設備維修保養)
	<u></u>	Repair & Maintenance – Sports Equipment (體育設備維修保養)
	— ☐ 6.31	Repair & Maintenance – Survey Equipment (測量設備維修保養)
	☐ 6.32	Repair & Maintenance – Tower Crane (塔式起重機維修保養)
	☐ 6.33	Repair & Maintenance – Water Pump (水泵維修保養)
	— ☐ 6.34	Repair & Maintenance – Walkie Talkie (對講機維修保養)
	☐ 6.35	Repair & Maintenance – Welding Tools & Equipment (焊接工具設備維修保養)
	— ☐ 6.36	Repair & Maintenance – Windows (窗戶維修保養)
7 Testing & Survey	<u> </u>	Testing & Survey - Air Quality (室內空氣質素測試)
(測試及檢驗)	<u> </u>	Testing & Survey - Acoustic Test / Noise Assessment (噪音評估測試)
		Testing & Survey - Car & Lorry (車輛續牌驗查)
	<u> </u>	Testing & Survey - Compressor & Blower (空氣壓縮機測試)
	<u> </u>	Testing & Survey - Drinking Water (飲用水測試)
	□ 7.6	Testing & Survey - Fire Service Installation & Equipment (消防裝置及設備檢測)
	<u> </u>	Testing & Survey - Gas Cylinder & Tester (氣樽及試錶測試)
	□ 7.8	Testing & Survey - Gondola System (吊船系統測試及檢查)
	<u> </u>	Testing & Survey - Illumination Quality (照明質量測試)
	7.10	Testing & Survey - Inspection, Testing & Certification for Fixed Electrical Installations (固定電力裝置定期測試及檢查)
	7.11	Testing & Survey - Jack & Lifting (千斤頂安全測試)
	7.12	Testing & Survey - Lift & Escalator (升降機安全負荷測試)
	7.13	Testing & Survey - Loader & Crane (裝載及起重機械安全負荷測試)
	7.14	Testing & Survey - Measurement Tool (儀器精確度測試及調較)
	7.15	Testing & Survey - Non-Destructive (非破壞性檢測)
	7.16	Testing & Survey - Power Supply Facilities (電力裝置設備測試及檢查)



Ref. No.:	
檔案編號:	

Application Form for Inclusion in the CIC Vendor List

				Testing & Survey - Safety Equipment (安全政備測試及恢查)
			7.18	Testing & Survey - Testing Materials / Laboratory Services (物料 / 化驗服務測試)
			7.19	Testing & Survey - Tower Crane (塔式起重機測試及調查)
—	Environmental	8.1	Asbestos Removal (清理石棉)	
		Engineering & Waste Disposal	8.2	Dumping - Construction Materials (建築物廢料處理)
		(環保工程及	8.3	Grease Trap Cleaning & Maintenance (隔油池清洗及保養)
		廢物處理)	8.4	Environment Planning (環保規劃)
		8.5	Environment Recycling (環保再造)	
			8.6	Sewage Treatment (污水處理)
		8.7	Tree Risk Assessment (樹木風險評估)	
			8.8	Waste & Scrap Disposal (廢置材料回收)
	□ 9	Office Furniture & Equipment (辦公室傢俱及	9.1	Carpet / Floor Mat (地毯)
			9.2	CCTV System (閉路電視監控系統)
		設備)	9.3	Chair (椅子)
			9.4	Cleaning Supplies (清潔用品)
			9.5	Cleaning Tools (清潔工具)
			9.6	Clock & Watch (鐘錶)
			9.7	Communication System (通信系統)
			9.8	Curtain & Blinds (窗簾及百葉簾)
			9.9	Doorphone System (門禁系統)
			9.10	Electric Household Appliance (家用電器)
			9.11	Filing Cabinet / Locker (文件櫃/儲物櫃)
			9.12	Glass & Accessory (玻璃及配件)
			9.13	Ink Cartridges, Toner Cartridges & Ribbons (打印機油墨盒, 碳粉盒及色帶)
			9.14	Information Display System and Service (資訊顯示系統和服務)
			9.15	Kitchen Equipment (廚房設備)
			9.16	Lighting / Bulb (照明/燈泡)
			9.17	Medicine & Health Supplies (藥物及健康)
			9.18	Office / Storage Container (辦公室/貯物貨櫃)
			9.19	Partition Panel and Accessory (屏風及附件)
			9.20	Paper (紙張)
				Paper Shredder / Laminator (碎紙機 / 過膠機)
			9.22	Pantry Supplies (茶水間用品)
			9.23	Paper Towels & Tissues (紙巾及廁紙)
			9.24	Sign (門牌)
			9.25	Stage & Accessory (舞台用品)
			9.26	Stationery (文具)
			9.27	Steel Desk (鋼枱) Wall Board Assembly (組合壁板)
□ 10 Printing & Photocoping Services (印刷及複印服務)		9.28 9.29	Water Dispenser & Service (飲水機及服務)	
		9.29 9.30	Wooden Desk (木枱)	
	Printing &	☐ J.50	Printing of Annual Report (印刷年報)	
	-	☐ 10.1 ☐ 10.2	Printing of Aluminium Roll-Up Screen (印製易拉架)	
		10.2	Printing of Printing of Booklet & Handouts (印刷小冊子及講義)	
	(印刷欠復印服務)	☐ 10.3 ☐ 10.4	Printing of Certificate (印刷證書)	
		☐ 10.1 ☐ 10.5	Printing of Company Letterhead Materials (印刷公司印刷品)	
			10.5	Printing of Flag / Banner (印製旗/旗幟)
				C C FEDERALING



Ref. No.:	
檔案編號:	

Application Form for Inclusion in the CIC Vendor List

	П 1	0.7	Printing of Name Card (印刷下月)
	1 0	0.8	Photocopying Services (複印服務)
	□ 10	0.9	Printing of Promotional Items (印刷宣傳用品)
	1 0	0.10	Printing / Production of Backdrop (印刷 / 製作背幕)
	— П 10	0.11	Printing of P.V.C. Card (印製證明卡)
☐ 11 Information	_		Computer Hardware Accessory (電腦硬件配件)
Technology and	_		Computer Hardware (電腦硬件)
Computers			
(資訊科技及電腦)			Computer Hardware Leasing (電腦硬件租用)
			Computer Hardware Peripheral (電腦硬件周邊)
			Computer Network (電腦網絡)
		1.6	Contract Out Works - Computer Service (外判工程 - 電腦服務)
		1.7	Computer Software (電腦軟件)
	□ 1	1.8	Computer Software & Services Subscription (電腦軟件及服務租用)
	□ 1	1.9	Information Technology & Telecommunications (資訊科技及電信)
		1.10	Repair & Maintenance – Audio / Visual (音頻 / 視頻維修保養)
	Π 1	1.11	Repair & Maintenance – Computer Equipment (電腦設備維修保養)
			Repair & Maintenance – Card Printer (證明卡打印機維修保養)
			Repair & Maintenance – Computer Room Facilities (電腦房設備維修保養)
		1.14	Repair & Maintenance – Software and Application Support (軟件及應用系統支援維修保養)
		1.15	Repair & Maintenance – Server and Network Services (伺服器及網絡服務維修保養)
	\square 1	1 16	Repair & Maintenance – Telecom System & Equipment (電訊系統及設備維修保養)
			Contract Out Works - Software Development (外判工程 - 軟件開發)
			Rental of Telecom System & Equipment (租用電訊系統及設備)
12 Pantal Samiasa			Telecom Services (電訊服務)
☐ 12 Rental Services (租用服務)			Rental of Crane (租用吊機)
(111/14/14/4/)	_		Rental of Cylinder Service & Air Filling (租用氣樽及充氣)
			Rental of Digital Photocopier (租用影印機)
	□ 12		Rental of Generator Set (租用發電機組)
		2.5	Rental of Gown (租用禮服)
	□ 12	2.6	Rental of Horses and Carriage Service (租用馬車服務)
		2.7	Rental of Machinery Equipment (租用機械設備)
	1 2		Rental of Portable Mobile Toilets with Hygiene Service (租用流動式廁所及清理服務)
	□ 12	2.9	Transportation Service - Goods (貨運服務)
	\square 13	2.10	Transportation Service - Passenger (客運服務)
☐ 13 General Supplies		3.1	General Fixture (一般固定裝置)
(一般供應)	— □ 13		Light Truck / Coaster (輕型貨車及小巴)
			Private Car (私家車)
	_		Promotional Items (宣傳物品)
			Reference Book/ Reference Report & Publication (參考書/ 參考報告及刊物)
	_		Seasonal Decoration (節慶裝飾)
	_		
	_		Souvenir (紀念品)
	_		Sports Equipment (適體健器材)
	_		Stage Accessory (舞台用品)
	_		Building Management Supplies (物業管理供應)
	13	3.11	Trophy / Medals (獎杯 / 獎牌)



ef. No.:	
當案編號:	

Application Form for Inclusion in the CIC Vendor List

	13.12	Uniform (制服)
	13.13	Walkie Talkie (對講機)
☐ 14 General Services ☐	14.1	Advertisement - Advertising Design & Production (廣告設計及製作)
(一般服務)		Advertisement - Advertisement Production & Placement Services (廣告製作及報刊廣告代理服務)
	14.3	Referee Services (裁判服務)
	14.4	Catering Services (餐飲服務)
	14.5	Clipping Services (剪報服務)
	14.6	Catering / Kitchen Equipment and Services (餐飲/廚房設備及服務)
	14.7	Cleaning Services (清潔服務)
	14.8	Copywriting & Editoral Services (撰稿及編輯服務)
	14.9	Drycleaning & Laundry Services (乾洗及洗衣服務)
	14.10	Driver Services (司機服務)
	14.11	Disposal Services (棄置服務)
	14.12	Design Services - Graphics Design (平面設計)
	14.13	Design Services - Illustration / Character Design (插畫 / 角色設計)
	14.14	Design Services - Interior / Exterior Design (室內 / 室外設計)
	14.15	Design Services - Product and Logo Design (產品及商標設計)
		Design Services - Website / Apps Design & Development (設計網頁 / 應用程式及製作)
		Event Management - Exhibition Booth Design, Production & Installation (展覽攤位設計、製作及佈置)
		Event Management - Event Production & Management Services (活動籌辦及管理服務)
	14.19	Event Management - Photography Services (照相服務)
	14.20	Event Management - Video Broadcast Services (視頻廣播服務)
	14.21	Event Management - Video Shooting and Editing Services (影片製作及剪接)
	14.22	Football Referee Services (足球裁判服務)
	14.23	Landscape & Gardening (園境及園藝)
	14.24	Lettershop Services (入信服務)
	14.25	Logistics & Transport Services (物流及運輸服務)
	14.26	Mailing / Courier & Delivery Services (郵寄 / 速遞及運送服務)
	14.27	Pest Control (蟲害防治)
	14.28	Property / Facility Management (物業 / 設施管理)
	14.29	Public Relations (公共關係)
	14.30	Scanning Services (掃描服務)
	14.31	Security Guarding Services (保安護衛服務)
	14.32	Signage Production (指示牌製作)
	14.33	Translation Services - Annual Report Translation (年報翻譯)
	14.34	Translation Services - General Translation (一般翻譯)
	14.35	Translation Services - Simultaneous Translation & Interpretation (即時翻譯及傳譯)
☐ 15 Professional ☐	15.1	Agency Services (代理服務)
Services	15.2	Consultancy Services (顧問服務)
(專業服務)	15.3	Auditing Services (審計服務)
	15.4	Building Information Modeling (BIM) (建築訊息模型)
	15.5	Certificate Services (認證服務)
	15.6	Counseling Services (輔導服務)
	15.7	Human Resources Services (人力資源服務)
	15.8	Insurance - General Insurance (一般保險)



Ref. No.:	
檔案編號:	

Application Form for Inclusion in the CIC Vendor List

		□ 15.9 Insurance - Medical Insurance (醫療保險)
		□ 15.10 Legal Services (法律服務)
		□ 15.11 Market Research (市場調査)
		□ 15.12 Medical Services (醫療服務)
		□ 15.13 Quality Management Services (質量管理服務)
		□ 15.14 Risk Management and Data Privacy Assessment (風險管理及數據私隱評估)
		□ 15.15 Trade Testing (技能測試)
		□ 15.16 Training - Course (培訓課程)
		□ 15.17 Training - Management (培訓管理)
		□ 15.18 Training - Safety (培訓安全)
Type 2 - Construction Contracto	or	
□ 類別二 - 建築工程承辦商 □	1	Contractors – Air-conditioning & Ventilation (空調及通風)
	2	Contractors – Building Information Modeling (建築訊息模型)
	3	Contractors – Carpark System (停車場系統)
	4	Contractors – Curtain / Blind / Carpet Tile/ Floor Finishes (窗簾/簾/方塊地毯/ 地板)
	5	Contractors – Design & Construction (設計及施工工程)
	6	Contractors – Demolishment Work (拆除工程)
	7	Contractors – Electrical (電工工程)
	8	Contractors – External Wall (外牆工程)
	9	Contractors – Facility Security (設備保安)
	10	Contractors – Civil, Foundation & Geotechnical (土木, 地基及土力工程)
	11	Contractors – Fire Service Facilities & Equipment (消防設施及設備工程)
	12	Contractors – Gas & Oil (煤油及石油氣工程)
	13	Contractors – Glass (玻璃工程)
	14	Contractors – Grass Cutting (剪草)
	15	Contractors – Kitchen Equipment & Facilities (廚房設備及設施工程)
	16	Contractors – Lift & Escalator (電梯及扶手電梯)
	17	Contractors – Platform (平台)
	18	Contractors – Plumbing & Drainage (水務工程)
	19	Contractors – Playground Equipment (遊樂場設備)
	20	Contractors – Scaffolding Work (建築棚架工程)
	21	Contractors – Steel Door Work (鋼門工程)
	22	Contractors – Structure Repair (結構修復工程)
	23	Contractors – Steel Structural Work (鋼鐵結構工程)
	24	Contractors – Waterproof (防水工程)
	25	Contractors – Windows (窗戶工程)
	26	Contractors – Wooden Door Work (木門工程)
	27	Contractors – Workshop Equipment & Facilities (測試場設備及設施工程)
Type 3 - Others (plea	asa s	pecify if the above is found inappropriate)請細列明如上述沒有適用者
*	ase s 3.1	pectly if the above is found inappropriate) 請繳收到另以上,是以又有週份有
		
		
3	3.2	
		(Note: If found insufficient space, please use separate sheet)
		<i>(註:如空位不足,請另紙列出)</i>



Ref. No.:	
當案編號:	

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

(iii)	Please provide names of your major clients / customers for our internal reference p	purposes.
	請提供貴公司的主要客戶名稱,作內部參考之用。	
(1)	(2)	
(3)	(4)	

PART IV - DOCUMENTS TO BE SUBMITTED 第四部 - 須提交證明文件清單

Type 1 - Supplier (類別一 - 供應商)

(i) Please attach a copy of the valid Business Registration Certificate for our reference and record.

請寄交有效的商業登記證文件副本以供參考和存照。

Please attach one set of relevant product / service catalogue(s) for our consideration.

請夾附最少一份有關產品/服務目錄以供參閱。

Type 2 - Construction Contractor (類別二 - 建築工程承辦商)

Please attach a copy of the valid Business Registration Certificate for our reference and record.

請寄交有效的商業登記證文件副本以供參考和存照。

i) Please attach one set of relevant product / service catalogue(s) for our consideration.

請夾附最少一份有關產品/服務目錄以供參閱。

(iii) Please attach company profile

請夾附公司簡介

(iv) Please attach past 2 years financial report

請夾附最近兩年之財務報表

(v) Please attach the past 3 years relevant job reference with the contract amount for each selected category(s)

請夾附最近三年每個選定類別之相關工作參考及合同金額

(vi) Please attach relevant construction works licence(s)

請夾附有關工程牌照

(vii) Please attach Quality Assurance policy

請夾附質量保證政策

(viii) Please attach Health and Safety policy

請夾附健康及安全政策

(ix) Please attached Quality Management System certification(s) (if any)

請夾附品質管理系統認證 (如有)

(x) Reference/ Appreciation Letter(s) (if any)

請夾附參考/感謝信 (如有)



	_
Ref. No.:	
檔案編號:	

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

PART V - CERTIFICATION 第五部 - 證明

(i) Personal Information Collection Statement 收集個人資料聲明

- (1) CIC will use the provided information for the purpose of processing this registration form and dealing with our procurement-related matters. 担併的容料合用作未業命虔理有關中達及知识为未業命之至難第(卅應至日即採購和關的事實)。
 - 提供的資料會用作本議會處理有關申請登記成為本議會之承辦商/供應商及與採購相關的事宜。
- Under the provisions of the Personal Data (Privacy) Ordinance, you have the right to request access to or correction of personal data. Written requests should be addressed to CIC.
 - 根據個人資料(私隱)條例,你有權要求查閱和更改個人資料,有關申請須以書面向本議會提出。
- 3) CIC will not be able to process and consider incomplete forms.

如果資料有任何遺漏,本議會將不能處理本表格事宜。

(ii) Declaration 聲明

- (1) I declare that all information given in this registration form is, to the best of my knowledge, accurate and complete. If any false information is given, the application is deemed to be invalid and I shall forfeit my right to submit quotations and tender.
 - 本人聲明本表格內所提供的一切資料,依本人所知均屬真確,並知道倘若虛報資料,申請即屬無效,且喪失其後落標資格。
- (2) I agree that if registered, I will conform to the regulations, terms and conditions set by the CIC. 本人同意如本人註冊成為建造業議會之承辦商/供應商,當遵守建造業議會之工作守則。
- (3) I declare that our company as stated in this form shall uphold the highest ethical principles in relation to our procedures as well as having a corrupt free environment in rendering of goods and services to the CIC operations including compliance with all applicable laws and regulations, maintaining confidentiality where appropriate, adopt an open and fair competition, anti-bribery and corruption.
 - 本人聲明本申請書上的公司會在運作過程中堅守道德原則,並在廉潔的環境下向建造業議會提供貨品及服務,包括遵守所有適用法例及規則、保密原則、防賄法例、反貪法例,以及維護公開公平的競爭。

I apply on behalf of the aforementioned company for inclusion in the CIC Vendor List.

本人建代表上述公司,申請登記成為建造	5.美議曾承辦的/ 供應問。	
	Signature: 簽署:_	
	Name in block letters: 姓名(正楷):_	
	Designation: 職銜:_	
(Space for company chop) (公司印鑑)	Date: 曰期:	



Ref. No.:		
當案編號:		

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書 DOCUMENT CHECKLIST 文件核對表

Please ei	nclosed the following items (請夾附以下文件):	
Type 1 - Supplier (類別一 - 供應商)		
	Completed application form for inclusion in the CIC Vendor List (Form PRO-01)	
	已填妥建造業議會承辦商/供應商登記申請書	
	Copy of valid Business Registration Certificate	
_	有效的商業登記證文件副本	
	Relevant product / service catalogue(s)	
	有關產品/服務目錄	
Type 2 -	Construction Contractor (類別二 - 建築工程承辦商)	
	Completed application form for inclusion in the CIC Vendor List (Form PRO-01)	
	已填妥建造業議會承辦商/供應商登記申請書	
	Copy of valid Business Registration Certificate	
	有效的商業登記證文件副本	
	Relevant product / service catalogue(s)	
	有關產品/服務目錄	
	Company profile	
	公司簡介	
	Past 2 years financial report	
	最近兩年之財務報表	
	Past 3 years relevant job reference with the contract amount under each selected item category(s)	
	最近三年每個選定類別之相關工作參考及合同金額	
	Relevant construction works licence(s)	
	有關工程牌照	
	Quality Assurance policy	
	質量保證政策	
	Health and Safety policy	
	健康及安全政策	
	Quality Management System certification(s) (if any)	
	品質管理系統認證 (如有)	
	Reference/ appreciate letter(s) (if any)	
	參考/感謝信 (如有)	
Note · Pl	lease put a "\sqrt{"}" in the box under each column to indicate that the document has been enclosed.	
	頁:請在欄內方格加上「✓」號以示已附上該文件。	