



14 March 2017

Dear Sir / Madam,

Tender Reference No. (296) in P/AE/PUR/AGC
Invitation to Tender for the Management Contract for Innovation Centre of the
Construction Industry Council

You are invited to submit a tender for the Management Contract for Innovation Centre of 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.
2. The tenderer shall deposit two separate 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** **not later than 12:00 noon on 5 April 2017.** Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Management Contract for Innovation Centre of the Construction Industry Council"
 - b) Label with "Fee Proposal for Management Contract for Innovation Centre of the Construction Industry Council"

Please note that the envelope labelled with "Technical Proposal" shall **NOT** 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.

3. 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. There will be a briefing session and site visit session **at 9:00 am on 21 March 2017, G/F, CIC Kowloon Bay Training Centre, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong.** Interested tenderers shall complete and return the reply slip in **Appendix F** by fax 2100 9439 or e-mail: kelvinlee@cic.hk no later than 5:00 pm on 20 March 2017 confirming the attendance of the said tender briefing and site visit session and state clearly the number of attendees for CIC's arrangement.
8. The tender documents can be downloaded from CIC's website: <http://www.cic.hk>.
9. For queries regarding this tender invitation or/and tender process, please contact Mr. Kelvin LEE, Senior Officer - Management Support, on telephone 2100 9425 or via e-mail: kelvinlee@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	
1. Organisation of Proposed Project Team [Mandatory Requirements]	Conditions of Tender, Appendix A Clause 1.1
2. Qualifications of Proposed Project Team [Mandatory Requirements]	Conditions of Tender, Appendix A Clause 1.2
3. Tenderer's Track Record & Project Reference [Mandatory Requirements]	Conditions of Tender, Appendix A Clause 2.1, 2.2 and 2.3
4. Approach and work programme to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes [Mandatory Requirements] (a) Work Programme (b) Proposed Methodology (c) Provisional Layout of Site Facilities / Equipment (d) Quality Assurance, Safety Control and Value Engineering (e) Selection of Building Systems, Equipment and Environmentally Friendly Materials (f) Procurement of Long Lead Time Materials / Equipment. (g) Compliance of BEAM Plus Requirements (h) Selection and Management of Works Contractors (i) Site Management (including Materials Delivery Plans, Facility Closure Plans, System Isolation Plans, Traffic Diversion Plans..etc) (j) Defects Management (k) Waste Management Plans (l) Noise and Dust Control Plans (m) Site Access Plans	Conditions of Tender, Appendix A Clause 3.1
5. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
6. All documents mentioned in the Technical Assessment Marking Scheme [Mandatory Requirements]	Conditions of Tender, Appendix E
7. Statements of Convictions under Cap. 115, Cap. 59 and Cap. 57, Outline Health & Safety Plan, General Building Contractor Registration or Minor Works Contractor Registration.	Special Conditions of Tender
Fee Proposal	
8. Form of Tender	Conditions of Tender, Appendix C
9. 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

Management Contract for Innovation Centre of 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.: [(296) in P/AE/PUR/AGC] Management Contract for Innovation Centre of the Construction Industry Council
Name of Tenderer: _____	
Closing Time and Date: <u>12:00 noon on 5 April 2017</u>	



"Confidential"	
Fee Proposal	Construction Industry Council (CIC) The Tender Box 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong
	Ref. No.: [(296) in P/AE/PUR/AGC] Management Contract for Innovation Centre of the Construction Industry Council
Name of Tenderer: _____	
Closing Time and Date: <u>12:00 noon on 5 April 2017</u>	

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 :

請詳細填寫本申請書並交回：

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

香港九龍觀塘駿業街56號
中海日升中心38樓
建造業議會
採購部

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

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 name should correspond with that registered under the Business Registration Ordinance (Cap 310)】

公司名稱 : _____
(中文) 【公司名稱須與商業登記條例(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 : _____ (vi) Fax. No. 圖文傳真號碼 : _____

In order to reduce paper consumption, all future CIC notifications will be dispatched by means of email, unless specifically requested in writing to the CIC otherwise.

為減少紙張用量，除非另作書面要求，所有議會通訊將以電郵傳遞。

PART II - ORGANISATIONS AND STAFF 第二部 - 公司組織及職員資料

- (i) Company Type 公司類別：
- ☐ A body corporate registered under the Companies Ordinance (Cap 32) 根據《公司條例》(第32章)註冊的法人團體
- ☐ A partnership (unincorporated) 合夥(非屬法團)
- ☐ A sole proprietorship (unincorporated) 獨資(非屬法團)
- ☐ Others (Please specify) 其他(請註明) _____

(ii) Members of organisation 公司成員：

	English Name 英文姓名	Chinese Name 中文姓名
* Directors / Proprietors / Partners 董事 / 東主 / 合夥人	_____	_____
	_____	_____
	_____	_____

* Delete where inappropriate 將不適用者刪去

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(iii) Person(s) to contact on matters relating to tenders / contracts :

獲授權回答有關投標 / 合約等問題的負責人資料：

	Name(s) 姓名	Official Capacity 職位	Tel. No. 電話號碼	Mobile No. 流動電話號碼
(1)				
(2)				
(3)				

(iv) Please confirm whether your organisation is a registered subcontractor under the CIC's Subcontractor Registration Scheme (SRS).

請貴公司確認是否在分包商註冊制度 (SRS) 下的註冊分包商。

☐ Yes, SRS Number :
是, 分包商註冊制度編號 :

☐ No
不是

PART III - BUSINESS TYPE 第三部 - 業務性質

(i) Services and Goods which your company can provide/supply 貴公司所供應的服務及貨品

Please select your business type and corresponding coverage area (s) 請選擇 貴公司所屬的業務性質及相應的覆蓋範圍

Please tick ☒ as appropriate 請在適當空格加上 ☒

Business Type 業務性質

☐ Type 1 - Supplier

類別一 - 供應商

Trade of Services 服務行業

☐ 1 Construction Materials
(建築材料)

- ☐ 1.1 Accelerator (催乾劑)
- ☐ 1.2 Acrylic Paint (亞加力漆)
- ☐ 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 / 通)
- ☐ 1.8 Aluminium Foamwork Accessory (鋁模板配件)
- ☐ 1.9 Aluminium Foamwork (鋁模板)
- ☐ 1.10 Aluminium Pipe (鋁管)
- ☐ 1.11 Aluminium Sheet (鋁板)
- ☐ 1.12 Anti-ant Paint (抗蟻油漆)
- ☐ 1.13 Asphalt (瀝青)
- ☐ 1.14 Bamboo & Accessory (竹料及配件)
- ☐ 1.15 Bar-bending & Fixing (鋼筋屈扎)
- ☐ 1.16 Bronze / Copper / Brass Pipe (青銅 / 銅 / 黃銅管)
- ☐ 1.17 Bearing (啤令)
- ☐ 1.18 Belt (坑帶)
- ☐ 1.19 Bitumen Compounds (瀝青混合物)
- ☐ 1.20 Boring Drill Accessory (岩土鑽探配件)
- ☐ 1.21 Bronze / Copper Bar (青銅 / 銅條)
- ☐ 1.22 Bronze / Copper Sheet (青銅 / 銅板)
- ☐ 1.23 Bronze / Copper Wire (青銅 / 銅線)
- ☐ 1.24 Brushing Lacquer (手掃漆)
- ☐ 1.25 Bucket (桶 / 泥斗)
- ☐ 1.26 Cable Accessory & Trunking (電線配件及線槽)
- ☐ 1.27 Cable (電線)
- ☐ 1.28 Canvas Goods (帆布及布帳製品)
- ☐ 1.29 Ceiling (天花)

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建造業議會承辦商 / 供應商登記申請書

- ☐ 1.30 Cement (水泥)
- ☐ 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)
- ☐ 1.52 Floor Board Coating (地台油)
- ☐ 1.53 Gaseous Fuels / Welding (氣體燃料 / 焊接)
- ☐ 1.54 Glazed Ceramic Wall Tiles (牆壁瓷磚)
- ☐ 1.55 Gloss Latex Paint (悅亮漆)
- ☐ 1.56 Gloves (手套)
- ☐ 1.57 Gold (金)
- ☐ 1.58 Granite (麻石)
- ☐ 1.59 Grinding / Polish (研磨 / 拋光)
- ☐ 1.60 Hammertone Paint (鎚紋漆)
- ☐ 1.61 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)

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

- ☐ 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)
- ☐ 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)
- ☐ 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)
- ☐ 1.100 Spraying Paint (噴漆)
- ☐ 1.101 Steel / Iron Bar (鋼 / 鐵條)
- ☐ 1.102 Steel / Iron Gate (鋼 / 鐵門)
- ☐ 1.103 Steel / Iron Pipe (鋼 / 鐵管)
- ☐ 1.104 Steel / Iron Sheet (鋼 / 鐵片)
- ☐ 1.105 Steel / Iron Wire (鋼 / 鐵線)
- ☐ 1.106 Stone (開山大石)
- ☐ 1.107 Stopping (填補料)
- ☐ 1.108 Steel Reinforcement (鋼筋)
- ☐ 1.109 Stainless Steel Bar (不銹鋼條)
- ☐ 1.110 Stainless Steel Pipe (不銹鋼管)
- ☐ 1.111 Stainless Steel Sheet (不銹鋼片)
- ☐ 1.112 Stainless Steel Wire (不銹鋼線)
- ☐ 1.113 Steel Wire Rope / Nylon Webbing Sling (鋼絲繩 / 尼龍帆布帶)
- ☐ 1.114 Surveying Supplies (測量材料)
- ☐ 1.115 Switch (掣)
- ☐ 1.116 Synthetic Paint (合成油漆)
- ☐ 1.117 Textured Latex (砂膠漆)
- ☐ 1.118 Undercoat Pattern (底漆)
- ☐ 1.119 Valve (閥門)
- ☐ 1.120 Washable Distemper (可洗膠灰水)
- ☐ 1.121 Wall Paper (牆紙)
- ☐ 1.122 Water Proofing Material (防水物料)
- ☐ 1.123 Water-boiled Proved Laminated Plywood (防水夾板)
- ☐ 1.124 Weldmesh (馬路網)
- ☐ 1.125 Window & Accessory (窗戶及配件)

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

- | | | |
|----------------------------|---|--|
| <input type="checkbox"/> | 1.126 | Wire Rope (鋼纜) |
| <input type="checkbox"/> | 1.127 | Wood Stripe (木線) |
| <input type="checkbox"/> 2 | Tools (手工具) | <input type="checkbox"/> 2.1 Brush & Accessory (刷及配件)
<input type="checkbox"/> 2.2 Chisel (鑿)
<input type="checkbox"/> 2.3 Crowbar (鐵筆)
<input type="checkbox"/> 2.4 Drawing Instrument (繪圖工具)
<input type="checkbox"/> 2.5 Electric Drill / Hammer Drill & Accessory (電鑽及配件)
<input type="checkbox"/> 2.6 Edge Rule (壓尺)
<input type="checkbox"/> 2.7 File (銼)
<input type="checkbox"/> 2.8 Hammer (鎚仔)
<input type="checkbox"/> 2.9 Masonry Tools (泥水工具)
<input type="checkbox"/> 2.10 Meter / Tester (測試儀錶)
<input type="checkbox"/> 2.11 Portable Electrical Tools & Accessory (手提式電動工具及配件)
<input type="checkbox"/> 2.12 Pipe Bender & Expander (喉管屈曲器及掙大器)
<input type="checkbox"/> 2.13 Pick (泥耙)
<input type="checkbox"/> 2.14 Pipe Cutter (喉管剪鉗)
<input type="checkbox"/> 2.15 Pipe Dies and Head (牙模及扳頭)
<input type="checkbox"/> 2.16 Plane (刨)
<input type="checkbox"/> 2.17 Plier / Pincer / Nipper (鉗子)
<input type="checkbox"/> 2.18 Saw (鋸)
<input type="checkbox"/> 2.19 Screwdriver (螺絲批)
<input type="checkbox"/> 2.20 Spanner / Wrench (扳手)
<input type="checkbox"/> 2.21 Scraper / Shovel / Pottery Tool (刮 / 鏟 / 泥刮)
<input type="checkbox"/> 2.22 Steel Snip/ Cutter (剪鉗)
<input type="checkbox"/> 2.23 Surveying Level (測量平水儀)
<input type="checkbox"/> 2.24 Surveying Scale (測量磅)
<input type="checkbox"/> 2.25 Trowel (抹子 / 批匙)
<input type="checkbox"/> 2.26 Vise (虎鉗 / 夾)
<input type="checkbox"/> 2.27 Welding Tools (焊接工具) |
| <input type="checkbox"/> 3 | Industrial Safety & Protective Products (安全及防護產品) | <input type="checkbox"/> 3.1 Anti-Surge Protection (防電保護)
<input type="checkbox"/> 3.2 Confined Space Equipment (密閉空間設備)
<input type="checkbox"/> 3.3 Eye Protection (眼部保護)
<input type="checkbox"/> 3.4 Fall Protection (高空防墮保護)
<input type="checkbox"/> 3.5 First Aid Supplies (急救用品)
<input type="checkbox"/> 3.6 Fire Extinguisher & Equipment (滅火筒及設備)
<input type="checkbox"/> 3.7 Foot Protection (腳部保護)
<input type="checkbox"/> 3.8 Gas & Radiation Detector (氣體及輻射探測器)
<input type="checkbox"/> 3.9 Hand Protection (手部保護)
<input type="checkbox"/> 3.10 Hearing Protection (聽覺保護)
<input type="checkbox"/> 3.11 Head Protection (頭部保護)
<input type="checkbox"/> 3.12 Noise Assessment Tools (噪音評估工具)
<input type="checkbox"/> 3.13 Respiratory Protection (呼吸保護)
<input type="checkbox"/> 3.14 Road Safety Equipment & Reflective Vest (交通安全用品及反光衣)
<input type="checkbox"/> 3.15 Safety Net & Tool Box (安全網及工具箱)
<input type="checkbox"/> 3.16 Safety Sign / Label (安全標貼/告示牌)
<input type="checkbox"/> 3.17 Self-Contained Breathing Apparatus & Air Compressor (自供式呼吸器及空氣壓縮機)
<input type="checkbox"/> 3.18 Welding Protection (燒焊保護) |

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

- | | | | |
|----------------------------|--|-------------------------------|---|
| <input type="checkbox"/> 4 | Petroleum & Fuel Products
(石油及燃油產品) | <input type="checkbox"/> 4.1 | Anti-Rust Spray (防銹噴霧) |
| | | <input type="checkbox"/> 4.2 | Brake Fluid (剎掣油) |
| | | <input type="checkbox"/> 4.3 | Cutting Oil (切割油) |
| | | <input type="checkbox"/> 4.4 | Hydraulic Oil (液壓油) |
| | | <input type="checkbox"/> 4.5 | Industrial Diesel Oil (工業柴油) |
| | | <input type="checkbox"/> 4.6 | Lubricant Oil / Grease Oil (潤滑油 / 潤滑脂油) |
| | | <input type="checkbox"/> 4.7 | Transmission Oil (傳動油) |
| | | <input type="checkbox"/> 4.8 | Ultra Low Sulphur Diesel Oil - Ex-petroleum Filling Stations
(超低含硫柴油 - 油站加油) |
| | | <input type="checkbox"/> 4.9 | Unleaded Petrol - Ex-petroleum Filling Stations (無鉛汽油 - 油站加油) |
| <input type="checkbox"/> 5 | Construction Equipment & Machinery
(建築設備及機械) | <input type="checkbox"/> 5.1 | Aluminium / Galvanized Iron Working Platform (高空工作台) |
| | | <input type="checkbox"/> 5.2 | Air Compressor & Blower (風機) |
| | | <input type="checkbox"/> 5.3 | Bolt & Pipe Threading Machine / Groove Machine (電動管紋機 / 壓坑機) |
| | | <input type="checkbox"/> 5.4 | Builder's Lift (建築工地升降機 - 工人籠) |
| | | <input type="checkbox"/> 5.5 | Cable Dectector (地下電纜探測器) |
| | | <input type="checkbox"/> 5.6 | Concrete Mixers (混凝土攪拌機) |
| | | <input type="checkbox"/> 5.7 | Concrete Vibrator (混凝土震機) |
| | | <input type="checkbox"/> 5.8 | Crawler Crane (履帶式吊機) |
| | | <input type="checkbox"/> 5.9 | Dozers (推土機) |
| | | <input type="checkbox"/> 5.10 | Dust Collectors (集塵器) |
| | | <input type="checkbox"/> 5.11 | Forklifts and Tow Tractors (叉車及拖引車) |
| | | <input type="checkbox"/> 5.12 | Gantry Crane (龍門式吊機) |
| | | <input type="checkbox"/> 5.13 | Generator Set (發電機組) |
| | | <input type="checkbox"/> 5.14 | Gondola Systems (吊船) |
| | | <input type="checkbox"/> 5.15 | Hydraulic Punching / Shearing / Swing Beam Machine (液壓沖 / 剪 / 擺式剪板機) |
| | | <input type="checkbox"/> 5.16 | Hydraulic Excavators (液壓挖土機) |
| | | <input type="checkbox"/> 5.17 | Loaders (裝載機) |
| | | <input type="checkbox"/> 5.18 | Mobile / Trucks / Lorry Crane (汽車吊機) |
| | | <input type="checkbox"/> 5.19 | Metal Work Machine & Equipment (金屬工作機) |
| | | <input type="checkbox"/> 5.20 | Pipe Welding Machine (喉管熱熔對接焊機) |
| | | <input type="checkbox"/> 5.21 | Plate Compactor (壓路板) |
| | | <input type="checkbox"/> 5.22 | Pump (泵) |
| | | <input type="checkbox"/> 5.23 | Roller Shutter (捲閘) |
| | | <input type="checkbox"/> 5.24 | Spray Booth (噴漆柜) |
| | | <input type="checkbox"/> 5.25 | Surveying Measuring Instrument (測量儀器) |
| | | <input type="checkbox"/> 5.26 | Thicknessing Planer (壓鉋機) |
| | | <input type="checkbox"/> 5.27 | Tower Crane (塔式吊機) |
| | | <input type="checkbox"/> 5.28 | Wood Turning Lathe (木車床) |
| <input type="checkbox"/> 6 | Repair & Maintenance Equipment / Tools
(維修及保養設備或工具) | <input type="checkbox"/> 6.1 | Repair & Maintenance – Air-conditioning & Ventilation (空調及通風維修保養) |
| | | <input type="checkbox"/> 6.2 | Repair & Maintenance – Builders' Lift – Hoists (建築工地升降機維修保養) |
| | | <input type="checkbox"/> 6.3 | Repair & Maintenance – Carpark System (停車場系統維修保養) |
| | | <input type="checkbox"/> 6.4 | Repair & Maintenance – Cleaning Equipment (清潔設備維修保養) |
| | | <input type="checkbox"/> 6.5 | Repair & Maintenance – Construction Machine & Equipment
(建築機械及設備維修保養) |
| | | <input type="checkbox"/> 6.6 | Repair & Maintenance – Crawler Crane (履帶式吊機維修保養) |
| | | <input type="checkbox"/> 6.7 | Repair & Maintenance – Diesel Generating Set (柴油發電機組維修保養) |
| | | <input type="checkbox"/> 6.8 | Repair & Maintenance – Drinking Facilities & Equipment
(飲用水設施及設備維修保養) |

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| <input type="checkbox"/> | 6.9 | Repair & Maintenance – Electrical (電工工程維修保養) |
| <input type="checkbox"/> | 6.10 | Repair & Maintenance – Fire Service Facilities & Equipment (消防設施及設備維修保養) |
| <input type="checkbox"/> | 6.11 | Repair & Maintenance – Gantry Crane (龍門式吊機維修保養) |
| <input type="checkbox"/> | 6.12 | Repair & Maintenance – Glass (玻璃維修保養) |
| <input type="checkbox"/> | 6.13 | Repair & Maintenance – Gondola System (吊船系統維修保養) |
| <input type="checkbox"/> | 6.14 | Repair & Maintenance – Hydraulic Mobile Crane (液壓輪胎式吊機維修保養) |
| <input type="checkbox"/> | 6.15 | Repair & Maintenance – Kitchen Equipment & Facilities (廚房設備及設施維修保養) |
| <input type="checkbox"/> | 6.16 | Repair & Maintenance – Lift & Escalator (升降機及扶手電梯維修保養) |
| <input type="checkbox"/> | 6.17 | Repair & Maintenance – Lightning System (避雷系統維修保養) |
| <input type="checkbox"/> | 6.18 | Repair & Maintenance – Lorry Crane (起重機貨車維修保養) |
| <input type="checkbox"/> | 6.19 | Repair & Maintenance – Measurement Equipment (量度設備維修保養) |
| <input type="checkbox"/> | 6.20 | Repair & Maintenance – Metal Work Machine & Equipment (金屬工作機械及設備維修保養) |
| <input type="checkbox"/> | 6.21 | Repair & Maintenance – Non-Destructive Testing Equipment (非破壞性測試設備維修保養) |
| <input type="checkbox"/> | 6.22 | Repair & Maintenance – Office Equipment (辦公室設備維修保養) |
| <input type="checkbox"/> | 6.23 | Repair & Maintenance – Photocopier Machine (影印機維修保養) |
| <input type="checkbox"/> | 6.24 | Repair & Maintenance – Plumbing & Drainage (水務工程維修保養) |
| <input type="checkbox"/> | 6.25 | Repair & Maintenance – Power Supply Facilities (電力裝置設備維修保養) |
| <input type="checkbox"/> | 6.26 | Repair & Maintenance – Power Tools (電動工具維修保養) |
| <input type="checkbox"/> | 6.27 | Repair & Maintenance – Private Car (私家車維修保養) |
| <input type="checkbox"/> | 6.28 | Repair & Maintenance – Safety Equipment (安全設備維修保養) |
| <input type="checkbox"/> | 6.29 | Repair & Maintenance – Security Facilitate (警衛設備維修保養) |
| <input type="checkbox"/> | 6.30 | Repair & Maintenance – Sports Equipment (體育設備維修保養) |
| <input type="checkbox"/> | 6.31 | Repair & Maintenance – Survey Equipment (測量設備維修保養) |
| <input type="checkbox"/> | 6.32 | Repair & Maintenance – Tower Crane (塔式起重機維修保養) |
| <input type="checkbox"/> | 6.33 | Repair & Maintenance – Water Pump (水泵維修保養) |
| <input type="checkbox"/> | 6.34 | Repair & Maintenance – Walkie Talkie (對講機維修保養) |
| <input type="checkbox"/> | 6.35 | Repair & Maintenance – Welding Tools & Equipment (焊接工具設備維修保養) |
| <input type="checkbox"/> | 6.36 | Repair & Maintenance – Windows (窗戶維修保養) |
| <input type="checkbox"/> | 7 | Testing & Survey (測試及檢驗) |
| <input type="checkbox"/> | 7.1 | Testing & Survey - Air Quality (室內空氣質素測試) |
| <input type="checkbox"/> | 7.2 | Testing & Survey - Acoustic Test / Noise Assessment (噪音評估測試) |
| <input type="checkbox"/> | 7.3 | Testing & Survey - Car & Lorry (車輛續牌驗查) |
| <input type="checkbox"/> | 7.4 | Testing & Survey - Compressor & Blower (空氣壓縮機測試) |
| <input type="checkbox"/> | 7.5 | Testing & Survey - Drinking Water (飲用水測試) |
| <input type="checkbox"/> | 7.6 | Testing & Survey - Fire Service Installation & Equipment (消防裝置及設備檢測) |
| <input type="checkbox"/> | 7.7 | Testing & Survey - Gas Cylinder & Tester (氣樽及試錶測試) |
| <input type="checkbox"/> | 7.8 | Testing & Survey - Gondola System (吊船系統測試及檢查) |
| <input type="checkbox"/> | 7.9 | Testing & Survey - Illumination Quality (照明質量測試) |
| <input type="checkbox"/> | 7.10 | Testing & Survey - Inspection, Testing & Certification for Fixed Electrical Installations (固定電力裝置定期測試及檢查) |
| <input type="checkbox"/> | 7.11 | Testing & Survey - Jack & Lifting (千斤頂安全測試) |
| <input type="checkbox"/> | 7.12 | Testing & Survey - Lift & Escalator (升降機安全負荷測試) |
| <input type="checkbox"/> | 7.13 | Testing & Survey - Loader & Crane (裝載及起重機械安全負荷測試) |
| <input type="checkbox"/> | 7.14 | Testing & Survey - Measurement Tool (儀器精確度測試及調較) |
| <input type="checkbox"/> | 7.15 | Testing & Survey - Non-Destructive (非破壞性檢測) |
| <input type="checkbox"/> | 7.16 | Testing & Survey - Power Supply Facilities (電力裝置設備測試及檢查) |

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| <input type="checkbox"/> | 7.17 | Testing & Survey - Safety Equipment (安全設備測試及檢查) |
| <input type="checkbox"/> | 7.18 | Testing & Survey - Testing Materials / Laboratory Services (物料 / 化驗服務測試) |
| <input type="checkbox"/> | 7.19 | Testing & Survey - Tower Crane (塔式起重機測試及調查) |
| <input type="checkbox"/> 8 | 8.1 | Asbestos Removal (清理石棉) |
| | 8.2 | Dumping - Construction Materials (建築物廢料處理) |
| | 8.3 | Grease Trap Cleaning & Maintenance (隔油池清洗及保養) |
| | 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) |
| <input type="checkbox"/> 9 | 9.1 | Carpet / Floor Mat (地毯) |
| | 9.2 | CCTV System (閉路電視監控系統) |
| | 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) |
| | 9.21 | 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) |
| | 9.28 | Wall Board Assembly (組合壁板) |
| | 9.29 | Water Dispenser & Service (飲水機及服務) |
| | 9.30 | Wooden Desk (木枱) |
| <input type="checkbox"/> 10 | 10.1 | Printing of Annual Report (印刷年報) |
| | 10.2 | Printing of Aluminium Roll-Up Screen (印製易拉架) |
| | 10.3 | Printing of Booklet & Handouts (印刷小冊子及講義) |
| | 10.4 | Printing of Certificate (印刷證書) |
| | 10.5 | Printing of Company Letterhead Materials (印刷公司印刷品) |
| | 10.6 | Printing of Flag / Banner (印製旗/旗幟) |

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| <input type="checkbox"/> | 10.7 | Printing of Name Card (印刷卡片) |
| <input type="checkbox"/> | 10.8 | Photocopying Services (複印服務) |
| <input type="checkbox"/> | 10.9 | Printing of Promotional Items (印刷宣傳用品) |
| <input type="checkbox"/> | 10.10 | Printing / Production of Backdrop (印刷 / 製作背景幕) |
| <input type="checkbox"/> | 10.11 | Printing of P.V.C. Card (印製證明卡) |
| <input type="checkbox"/> | 11 | Information Technology and Computers (資訊科技及電腦) |
| <input type="checkbox"/> | 11.1 | Computer Hardware Accessory (電腦硬件配件) |
| <input type="checkbox"/> | 11.2 | Computer Hardware (電腦硬件) |
| <input type="checkbox"/> | 11.3 | Computer Hardware Leasing (電腦硬件租用) |
| <input type="checkbox"/> | 11.4 | Computer Hardware Peripheral (電腦硬件周邊) |
| <input type="checkbox"/> | 11.5 | Computer Network (電腦網絡) |
| <input type="checkbox"/> | 11.6 | Contract Out Works - Computer Service (外判工程 - 電腦服務) |
| <input type="checkbox"/> | 11.7 | Computer Software (電腦軟件) |
| <input type="checkbox"/> | 11.8 | Computer Software & Services Subscription (電腦軟件及服務租用) |
| <input type="checkbox"/> | 11.9 | Information Technology & Telecommunications (資訊科技及電信) |
| <input type="checkbox"/> | 11.10 | Repair & Maintenance – Audio / Visual (音頻 / 視頻維修保養) |
| <input type="checkbox"/> | 11.11 | Repair & Maintenance – Computer Equipment (電腦設備維修保養) |
| <input type="checkbox"/> | 11.12 | Repair & Maintenance – Card Printer (證明卡打印機維修保養) |
| <input type="checkbox"/> | 11.13 | Repair & Maintenance – Computer Room Facilities (電腦房設備維修保養) |
| <input type="checkbox"/> | 11.14 | Repair & Maintenance – Software and Application Support (軟件及應用系統支援維修保養) |
| <input type="checkbox"/> | 11.15 | Repair & Maintenance – Server and Network Services (伺服器及網絡服務維修保養) |
| <input type="checkbox"/> | 11.16 | Repair & Maintenance – Telecom System & Equipment (電訊系統及設備維修保養) |
| <input type="checkbox"/> | 11.17 | Contract Out Works - Software Development (外判工程 - 軟件開發) |
| <input type="checkbox"/> | 11.18 | Rental of Telecom System & Equipment (租用電訊系統及設備) |
| <input type="checkbox"/> | 11.19 | Telecom Services (電訊服務) |
| <input type="checkbox"/> | 12 | Rental Services (租用服務) |
| <input type="checkbox"/> | 12.1 | Rental of Crane (租用吊機) |
| <input type="checkbox"/> | 12.2 | Rental of Cylinder Service & Air Filling (租用氣樽及充氣) |
| <input type="checkbox"/> | 12.3 | Rental of Digital Photocopier (租用影印機) |
| <input type="checkbox"/> | 12.4 | Rental of Generator Set (租用發電機組) |
| <input type="checkbox"/> | 12.5 | Rental of Gown (租用禮服) |
| <input type="checkbox"/> | 12.6 | Rental of Horses and Carriage Service (租用馬車服務) |
| <input type="checkbox"/> | 12.7 | Rental of Machinery Equipment (租用機械設備) |
| <input type="checkbox"/> | 12.8 | Rental of Portable Mobile Toilets with Hygiene Service (租用流動式廁所及清理服務) |
| <input type="checkbox"/> | 12.9 | Transportation Service - Goods (貨運服務) |
| <input type="checkbox"/> | 12.10 | Transportation Service - Passenger (客運服務) |
| <input type="checkbox"/> | 13 | General Supplies (一般供應) |
| <input type="checkbox"/> | 13.1 | General Fixture (一般固定裝置) |
| <input type="checkbox"/> | 13.2 | Light Truck / Coaster (輕型貨車及小巴) |
| <input type="checkbox"/> | 13.3 | Private Car (私家車) |
| <input type="checkbox"/> | 13.4 | Promotional Items (宣傳物品) |
| <input type="checkbox"/> | 13.5 | Reference Book/ Reference Report & Publication (參考書/ 參考報告及刊物) |
| <input type="checkbox"/> | 13.6 | Seasonal Decoration (節慶裝飾) |
| <input type="checkbox"/> | 13.7 | Souvenir (紀念品) |
| <input type="checkbox"/> | 13.8 | Sports Equipment (適體健身器材) |
| <input type="checkbox"/> | 13.9 | Stage Accessory (舞台用品) |
| <input type="checkbox"/> | 13.10 | Building Management Supplies (物業管理供應) |
| <input type="checkbox"/> | 13.11 | Trophy / Medals (獎杯 / 獎牌) |

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| <input type="checkbox"/> 14 General Services
(一般服務) | <input type="checkbox"/> 13.12 Uniform (制服)
<input type="checkbox"/> 13.13 Walkie Talkie (對講機)
<input type="checkbox"/> 14.1 Advertisement - Advertising Design & Production (廣告設計及製作)
<input type="checkbox"/> 14.2 Advertisement - Advertisement Production & Placement Services
(廣告製作及報刊廣告代理服務)
<input type="checkbox"/> 14.3 Referee Services (裁判服務)
<input type="checkbox"/> 14.4 Catering Services (餐飲服務)
<input type="checkbox"/> 14.5 Clipping Services (剪報服務)
<input type="checkbox"/> 14.6 Catering / Kitchen Equipment and Services (餐飲/廚房設備及服務)
<input type="checkbox"/> 14.7 Cleaning Services (清潔服務)
<input type="checkbox"/> 14.8 Copywriting & Editorial Services (撰稿及編輯服務)
<input type="checkbox"/> 14.9 Drycleaning & Laundry Services (乾洗及洗衣服務)
<input type="checkbox"/> 14.10 Driver Services (司機服務)
<input type="checkbox"/> 14.11 Disposal Services (棄置服務)
<input type="checkbox"/> 14.12 Design Services - Graphics Design (平面設計)
<input type="checkbox"/> 14.13 Design Services - Illustration / Character Design (插畫 / 角色設計)
<input type="checkbox"/> 14.14 Design Services - Interior / Exterior Design (室內 / 室外設計)
<input type="checkbox"/> 14.15 Design Services - Product and Logo Design (產品及商標設計)
<input type="checkbox"/> 14.16 Design Services - Website / Apps Design & Development
(設計網頁 / 應用程式及製作)
<input type="checkbox"/> 14.17 Event Management - Exhibition Booth Design, Production & Installation
(展覽攤位設計、製作及佈置)
<input type="checkbox"/> 14.18 Event Management - Event Production & Management Services
(活動籌辦及管理服務)
<input type="checkbox"/> 14.19 Event Management - Photography Services (照相服務)
<input type="checkbox"/> 14.20 Event Management - Video Broadcast Services (視頻廣播服務)
<input type="checkbox"/> 14.21 Event Management - Video Shooting and Editing Services (影片製作及剪接)
<input type="checkbox"/> 14.22 Football Referee Services (足球裁判服務)
<input type="checkbox"/> 14.23 Landscape & Gardening (園境及園藝)
<input type="checkbox"/> 14.24 Lettershop Services (入信服務)
<input type="checkbox"/> 14.25 Logistics & Transport Services (物流及運輸服務)
<input type="checkbox"/> 14.26 Mailing / Courier & Delivery Services (郵寄 / 速遞及運送服務)
<input type="checkbox"/> 14.27 Pest Control (蟲害防治)
<input type="checkbox"/> 14.28 Property / Facility Management (物業 / 設施管理)
<input type="checkbox"/> 14.29 Public Relations (公共關係)
<input type="checkbox"/> 14.30 Scanning Services (掃描服務)
<input type="checkbox"/> 14.31 Security Guarding Services (保安護衛服務)
<input type="checkbox"/> 14.32 Signage Production (指示牌製作)
<input type="checkbox"/> 14.33 Translation Services - Annual Report Translation (年報翻譯)
<input type="checkbox"/> 14.34 Translation Services - General Translation (一般翻譯)
<input type="checkbox"/> 14.35 Translation Services - Simultaneous Translation & Interpretation (即時翻譯及傳譯) |
| <input type="checkbox"/> 15 Professional Services
(專業服務) | <input type="checkbox"/> 15.1 Agency Services (代理服務)
<input type="checkbox"/> 15.2 Consultancy Services (顧問服務)
<input type="checkbox"/> 15.3 Auditing Services (審計服務)
<input type="checkbox"/> 15.4 Building Information Modeling (BIM) (建築訊息模型)
<input type="checkbox"/> 15.5 Certificate Services (認證服務)
<input type="checkbox"/> 15.6 Counseling Services (輔導服務)
<input type="checkbox"/> 15.7 Human Resources Services (人力資源服務)
<input type="checkbox"/> 15.8 Insurance - General Insurance (一般保險) |

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- ☐ 15.9 Insurance - Medical Insurance (醫療保險)
- ☐ 15.10 Legal Services (法律服務)
- ☐ 15.11 Market Research (市場調查)
- ☐ 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 Contractor

- ☐ 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

- ☐ 類別三 - 其他

(please specify if the above is found inappropriate) 請細列明如上述沒有適用者

- 3.1 _____
- _____
- 3.2 _____
- _____
- _____

(Note : If found insufficient space, please use separate sheet)
(註：如空位不足，請另紙列出)

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(iii) Please provide names of your major clients / customers for our internal reference 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。
- (ii) 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)

- (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。
- (ii) 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)

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.
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。
- (2) 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.

本人謹代表上述公司, 申請登記成為建造業議會承辦商/供應商。

Signature:

簽署: _____

Name in block letters:

姓名(正楷): _____

Designation:

職銜: _____

Date:

日期: _____

(Space for company chop)
(公司印鑑)

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 enclosed 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
健康及安全政策
- ☐ Health and Safety policy
質量保證政策
- ☐ 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 : Please put a "✓" in the box under each column to indicate that the document has been enclosed.

注意事項：請在欄內方格加上「✓」號以示已附上該文件。

Tender Documents
for
Management Contract for
Innovation Centre
of the Construction Industry Council

Employer

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

March 2017

Management Contract for
Innovation Centre
of the Construction Industry Council

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Conditions of Tender
for
Management Contract for
Innovation Centre of the
Construction Industry Council

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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) Special Conditions of Tender;
 - d) Assignment Brief and its Annexes;
 - e) Memorandum of Agreement;
 - f) General Conditions of Employment;
 - g) Special Conditions of Employment;
 - h) CIC's General Conditions of Contract and Guidelines for Works or Services (2b-CAR)

2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the "CIC") to submit proposal and bid for Management Contract for Innovation Centre at Kowloon Bay Centre of the Construction Industry Council. 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 3 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 and the **Special 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 fails 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 **Special Conditions 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 **THREE (3)** 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.

- 4.7 Tender should be submitted to the Tender Box of CIC at **38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon by 12:00 noon on 5 April 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 Appendices.
- 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.

(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 contractors 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 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 the time and place as stated in the tender invitation. 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 12 April 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 Appendices 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 20 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 Appendices.
- 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 Appendices 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.
- 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:-

Mr. Kelvin LEE
Senior Officer - Management Support
Construction Industry Council
38/F, COS Centre
56 Tsun Yip Street, Kwun Tong
Kowloon, Hong Kong

Tel : (852) 2100-9425
Fax: (852) 2100-9439
Email: kelvinlee@cic.hk

APPENDIX A – Details for Submission of Tender

**To be included
in
Technical Proposal**

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

1. Tenderer's Staff Resources

1.1 Organization of Proposed Project Team

1.1.1 The tenderer shall submit:

- (a) Company's profile, background and expertise;
- (b) 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 Appendices.

1.2 Qualifications of Proposed Project Team Members

- 1.2.1 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 Appendices.
- 1.2.2 The project team proposed in the tender submission shall form part of the Agreement. The tenderer shall provide the details included 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

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 **relevant project references** in the following format with support of copies of job references or recommendation letters from previous clients.

Brief Project Description	Scope of Services	Client	Contract Value (in HK\$)	Duration	Year

- 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 Appendices:-

- (i) **Work Programme** shall be in the form of a linked bar chart identifying the critical path and included but not limited to the following activities:
 - (a) Design Development - design development with the Consultant for the main areas of work, Employer design presentation and approvals.
 - (b) Procurement Activities - long lead-items, purchase order, manufacturing period, testing and delivery.
 - (c) Construction Activities - key elements of the construction including renovation works, equipment installation, testing and commissioning and handover-procedure.
 - (d) Maintenance Activities - maintenance activities, which will be carried out under the Contract during the Defects Liability Period (DLP); and
 - (e) The tender shall refer to the other requirements laid down in the Assignment Brief and its Appendices of the tender document.
- (ii) **Proposed Methodology** of the project and how to achieve the deliverables outlined in the Assignment Brief and its Appendices;
- (iii) **Provisional Layout of Site Facilities / Equipment** shall be demonstrated to illustrate the preliminary idea of the IC and understanding of the project as a whole;
- (iv) Measures in **Works Quality Assurance, Safety Control and Value Engineering** shall be submitted for consideration.

- (v) Selection of **Building Systems, Equipment and Environmentally Friendly Materials.**
- (vi) Procurement of **Long Lead Time Materials / Equipment.**
- (vii) Compliance of **BEAM Plus Requirements.**
- (viii) **Selection and Management of Works Contractors.**
- (ix) **Site Management**
- (x) **Defects Management**
- (xi) **Waste Management Plans**
- (xii) **Noise and Dust Control Plans**
- (xiii) **Site Access Plans**

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
Technical Proposal	
a) Organisation of Proposed Project Team [Mandatory Requirements]	Conditions of Tender, Appendix A Clause 1.1
b) Qualifications of Proposed Project Team [Mandatory Requirements]	Conditions of Tender, Appendix A Clause 1.2
c) Tenderer's Track Record & Project Reference [Mandatory Requirements]	Conditions of Tender, Appendix A Clause 2.1, 2.2 and 2.3
d) Approach and work programme to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes [Mandatory Requirements] (a) Work Programme (b) Proposed Methodology (c) Provisional Layout of Site Facilities / Equipment (d) Quality Assurance, Safety Control and Value Engineering (e) Selection of Building Systems, Equipment and Environmentally Friendly Materials (f) Procurement of Long Lead Time Materials / Equipment. (g) Compliance of BEAM Plus Requirements (h) Selection and Management of Works Contractors (i) Site Management (including Materials Delivery Plans, Facility Closure Plans, System Isolation Plans, Traffic Diversion Plans..etc) (j) Defects Management (k) Waste Management Plans (l) Noise and Dust Control Plans (m) Site Access Plans	Conditions of Tender, Appendix A Clause 3.1
e) A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
f) All documents mentioned in the Technical Assessment Marking Scheme [Mandatory Requirements]	Conditions of Tender, Appendix E
g) Statements of Convictions under Cap. 115, Cap. 59 and Cap. 57, Outline Health & Safety Plan, General Building Contractor Registration or Minor Works Contractor Registration.	Special Conditions of Tender
Fee Proposal	
h) Form of Tender	Conditions of Tender, Appendix C
i) 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.

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

To: Construction Industry Council (CIC)
Date:
Tender Title: Management Contract for
Innovation Centre of the Construction Industry Council

Dear Sir/Madam,

Tender Ref: (296) in P/AE/PUR/AGC

Tender Title: Management Contract for Innovation Centre of the Construction Industry Council

*[I/We], [()] of
name of the tenderer
()¹,
address of the tenderer

refer to *[my/our] tender for the above Contract.

*[I/We] confirm that, before *[I/We] sign this letter, *[I/We] have read and fully understand this letter and the anti-collusion clause in Conditions of Tender Clause 4.28.

*[I/We] represent and warrant that in relation to the tender for the above Contract:

- (i) *[I/We], other than the Expected Communications referred to in the last paragraph of this letter, have not communicated and will not communicate to any person other than the CIC the amount of the tender price or any part thereof until *[I/We] have been notified by the CIC of the outcome of the tender exercise;
- (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;
- (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.

*[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 quotation for computation of tender price;
- (ii) *[my/our] contractors or sub-contractors to solicit their assistance in preparation of tender submission; and
- (iii) *[my/our] bankers in relation to financial resources for the Contract.

Signed for and on behalf of [_____]
name of the tenderer

by [_____]²:
name and position of the signatory

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

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.
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.

APPENDIX C – Form of Tender

**To be included
in
Fee Proposal**

FORM OF TENDER
FOR MANAGEMENT CONTRACT FOR
INNOVATION CENTRE OF THE CONSTRUCTION INDUSTRY COUNCIL

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

Dear Sirs,

1. Having examined the Conditions of Tender, Appendices to Conditions of Tender, Special Conditions of Tender, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Employment, Special Conditions of Employment, and CIC's General Conditions of Contract and Guidelines for Works or Services (2b-CAR) 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, Special Conditions of Tender, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Employment, Special Conditions of Employment, and CIC's General Conditions of Contract and Guidelines for Works or Services (2b-CAR) and the tender proposals submitted herewith within 6 months from the date of the contract award or before 8 September 2017 (whichever is earlier) 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.

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. _____

Name of Partner(s)

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.

APPENDIX D – Fee Proposal

**To be included
in
Fee Proposal**

FEE PROPOSAL
FOR THE
MANAGEMENT CONTRACT FOR INNOVATION CENTRE
OF THE CONSTRUCTION INDUSTRY COUNCIL

The Management Contractor shall be paid a Lump Sum fee of HK\$_____ for the provision of all services and all expenses incurred in connection with the carrying out and satisfactory completion of the Assignment as detailed in the Assignment Brief and its 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

Item	Relevant Item(s) in Assignment Brief	Description of Deliverables	Amount (HK\$)
1	Cl. 2.3 and Cl. 4.3 to Cl. 4.35	Pre-Construction Period Management Fee	
2	Cl. 2.3 and Cl. 4.36 to Cl. 4.131	Construction Period Management Fee	
		Total :	

(Note: All the fees quoted for Items 1 to 2 above shall include all related expenses in retrieving all necessary documents and drawings and in attaining all necessary statutory approval.)

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 Management Contractor, the Management Contractor 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 Management Contractor to produce the concerned deliverables and to complete the tasks and services.

Payment Stage / Date	Payment Schedule (%)
Upon Award of Contract and Commencement of Services	10%
Upon Commencement of the Construction Period	25%
Upon Completion to the satisfaction of the CIC and in compliance of all necessary statutory requirements and standards on Renovation, Demolition, Relocation, Restoration, Modification, System upgrade & Fitting-Out Works of IC	30%
Upon Satisfactory Completion of the T&C of the Equipment as acknowledged by the CIC and in compliance of all necessary statutory requirements and standards	25%
Upon expiry of Defects Liability Period (DLP) as acknowledged by the CIC	10%
TOTAL	100%

Date for Possession / Commencement	The commencement date of the Agreement is the date of acceptance stated on the Letter of Acceptance. The Management Contractor shall be prepared to commence the Agreement and the Service in April 2017 the earliest.
Date for Completion	Within 6 months from the date of the contract award or before 8 September 2017 (whichever is earlier)
Defects Liability Period	12 month(s)

Name of Company : _____

Signature of Person Authorized
to Sign for the Proposal* : _____

(with company 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 **Special 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 30% and 70% 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.

2. TECHNICAL EVALUATION

- 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 (%)
Assessment will be based on the following criteria:-		
1. Tenderer's profile, background and expertise (10%)		10%
2. Job reference of the Tenderer in carrying out similar project nature and scale. (15%)		15%
3. Proposed composition and organization of project team with qualifications, experience and capability of team members in carrying out similar consultancy services. (30%)		30%
The following sub-criteria shall be considered:		
(a) Organisation of Proposed Project Team (15%)		
(b) Qualification, Experience and Capability of Proposed Project Team (15%)		
4. Approach and work programme to (i) fulfill the objectives described in Assignment Brief and its Appendices; and (ii) carry out and complete all the tasks described in the Assignment Brief and its Appendices: (45%)		45%
The following sub-criteria shall be considered:		
(a) Work Programme		
(b) Proposed Methodology		
(c) Site Facilities/Equipment Layout		
(d) Quality Assurance, Safety Control and Value Engineering		
(e) Building Systems, Equipment and Environmentally Friendly Materials		
(f) Long Lead Time Materials / Equipment		
(g) BEAM Plus Requirements		
(h) Works Contractors Management		
(i) Site Management (including materials delivery plans, facility closure plans, system isolation plans, traffic diversion plans...etc)		
(j) Defects Management		
(k) Waste Management Plans		
(l) Noise and Dust Control Plans		
(m) Site Access Plans		
Total:		100%

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

$$30 \times \frac{\text{Technical assessment mark of the subject tender}}{\text{Highest technical assessment mark of all tenders}}$$

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:

$$70 \times \frac{\text{Lowest total lump sum fee of all tenders}}{\text{Total lump sum fee of the subject tenders}}$$

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 Tender Briefing and Site Visit Session

I/we would like to attend the tender briefing and site visit session for the Management Contract for Innovation Centre of the Construction Industry Council at 9:00 am on 21 March 2017 at G/F, CIC Kowloon Bay Training Centre, 44 Tai Yip Street, Kowloon Bay, Kowloon, 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 20 March 2017.
3. Please contact Mr. Kelvin LEE at Tele: 2100 9425 or email: kelvinlee@cic.hk for any enquiry.

Special Conditions of Tender

for

Management Contract for

Innovation Centre

of

the Construction Industry Council

March 2017

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**To be included
in
Technical Proposal**

Special Conditions of Tender

1. Statement of Convictions under the Immigration Ordinance (Cap. 115)

- 1.1 A tender will not be considered if, during the 12-month period prior to the closing date set for receipt of tenders, the tenderer has more than two convictions in respect of separate incidents under Sections 17I or 38A of the Immigration Ordinance (Cap. 115) for employing illegal immigrants or for having illegal immigrants on any site under the tenderer's control.
- 1.2 The tenderer shall submit with the tender a statement of either all convictions under Section 17I or 38A of the Immigration Ordinance (Cap. 115) for employing illegal immigrants or for having illegal immigrants on any site under the tenderer's control, and the dates of all such convictions, during the 12-month period prior to the closing date set for receipt of tenders, or a statement of "no conviction". The statement shall be certified by a person authorized to sign the contract on the tenderer's behalf.

2. Statement of Convictions under the Factories and Industrial Undertaking Ordinance (Cap. 59)

- 2.1 The tenderer shall submit with the tender a statement of either all convictions under the Factories and Industrial Undertakings Ordinance, (Cap. 59) for site safety convictions for all sites under the tenderer's control, and the dates of all such convictions, during the 12-month period prior to the closing date set for receipt of tenders, or a statement of "no conviction". The statement shall be certified by a person authorized to sign the contract on the tenderer's behalf.

3. Statement of Convictions under the Employment Ordinance (Cap. 57)

- 3.1 A tender will not be considered if, during the 12-month period prior to the closing date set for receipt of tenders, the tenderer has had three or more convictions in respect of separate incidents under the Employment Ordinance (Cap. 57) which individually carry maximum fines corresponding to Level 5 or higher within the meaning of Schedule 8 to the Criminal Procedure Ordinance (Cap. 221).

- 3.2 The tenderer shall submit with the tender a statement of either all convictions under the Employment Ordinance (Cap. 57), and the dates of all such conviction, during the 12-month period prior to the closing date set for receipt of tenders, or a statement of “no conviction”. The statement shall be certified by a person authorized to sign the contract on the tenderer’s behalf.

4. Outline Health & Safety Plan

- 4.1 All tenderers should submit, as part of the tender, an Outline Health & Safety Plan (Outline Plan) which shall contain sufficient information to demonstrate the tenderer’s proposals for achieving effective and efficient health & safety procedures. Failure to submit the Outline Plan may invalidate the tender.
- 4.2 The Outline Plan should start with a formal statement of policy in relation to health & safety and should include:
- (i) An assessment of risks associated with the works activities when carrying out the Works,
 - (ii) An outline of the health & safety procedures and protective controls to be developed,
 - (iii) Manner by which they would be implemented and monitored to ensure health & safety on the Site.
- 4.3 The Outline Plan should provide a suitable basis for the development of the Health & Safety Plan. The tenderer may be required to amplify, explain or develop the Outline Plan for the consideration of acceptance of tender.
- 4.4 Typical foreseeable hazards associated with construction works may include but not limited to the following:
- (i) The use of construction plant and equipment, including lifting appliances. e.g. tower cranes, excavators.
 - (ii) All temporary works including design, erection, loading, unloading and dismantling.
 - (iii) The dangers of rigging and of handling wire ropes.
 - (iv) The handling, use, storage and transportation of materials and substances.
 - (v) Hot working including grinding, chipping, cutting, welding, burning, etc.
 - (vi) Exposure to hazardous substances.
 - (vii) Exposure to dust, fumes, vapors, etc.

- (viii) The risk of natural causes e.g. Typhoons.
- (ix) The risks of using electricity on site.
- (x) Risks posed to public members.

5. General Building Contractor Registration / Minor Works Contractor Registration

The tenderer must give the registered number and the date of expiry of registration of their Registered General Building Contractor (RGBC) Or Registered Minor Works Contractor (RMWC) here:

Registered General Building Contractor (RGBC) No. : _____

Date of expiry for the above registration : _____

Registered Minor Works Contractor (RMWC) No. : _____

Date of expiry for the above registration : _____

Assignment Brief
of
Management Contract for
Innovation Centre
of the Construction Industry Council

March 2017

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**Assignment Brief of
Management Contract for Innovation Centre
of the Construction Industry Council**

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1. Background

1.1 The Premises is the existing Training Centre of Construction Industry Council (CIC) located at G/F of 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong. The existing Training Centre occupies an area of approximately 1,000 square meter comprising of Multi-function Conference Room, Reception Area, Exhibition Area, Office, Washroom, Store Room and an open space outside the front doors of the Premises.

1.2 The aim of the CIC to develop the “CIC Innovation Centre” (IC) is to provide a one-stop educational, promotional and information hub for industry players including workers, employees, professionals, employers, lecturers, student, and the public to achieve the following objectives:

- (i) Encourage “Innovative” design, material and methodology and promote new technologies, construction technique and product in engineering and construction industry
- (ii) Provide a venue with comprehensive facilities for industry events and activities related to innovation enhancement;
- (iii) Uplift the image of the construction industry;
- (iv) Promote continuous improvement and good practice of the construction industry;
- (v) Enhance safety awareness amongst industry incumbents through advance and innovative demonstration and personal experience.

1.3 The functional descriptions of the Innovation Centre include:

- (i) "Innovative", "Interactive" and "Informative" are the framework of concept in centre development;
 - (a) “Industrialization”: From construction site to sharing factory, design for manufacture and assembly.
 - (b) “Intelligentization”: Intelligent human-machine collaboration for higher productivity.
 - (c) “Informatization”: Digitization for higher accuracy, efficiency and productivity.
 - (d) “Integration”: Integrated project delivery.
 - (e) “Infinity”: Future innovation.

- (ii) Five thematic zones in each has an unique topic and content are formed in ~1,000 square meter spacious centre;
- (iii) Comprehensive industry information is presented by integrating innovative multimedia technologies, advanced simulating systems and up-to-date content;
- (iv) Personalized; interactive discovery experience is given to target groups.

1.4 The Innovation Centre project will include, inter alia, the design, project management, cost management and construction of (collectively known as ‘the Works’):

- (i) Building works and street works, including those requiring the approval, certification and acceptance of Government departments, particularly the Building Authority (BA) and Buildings Department (BD) under the Building Ordinance and Regulations.
- (ii) Architectural works;
- (iii) Structural works;
- (iv) Geotechnical works;
- (v) Civil engineering works;
- (vi) Interior design works and furniture;
- (vii) Re-partitioning and renovation works;
- (viii) Building services, electrical and mechanical works;
- (ix) Acoustics and sound systems and facilities;
- (x) Audio-visual teaching facilities;
- (xi) Computer systems, facilities and networks;
- (xii) Laboratory facilities and equipment;
- (xiii) Environmental and energy-efficient improvement works;
- (xiv) Landscaping works; and
- (xv) Other types of works, facilities, systems and equipment not mentioned above but are expected to arise in the CIC.

2. Scope of Works for Management Contractor

- 2.1 A design consultant (the Consultant) has been engaged by the CIC to deliver the design and project management of the Innovation Centre project.
- 2.2 The CIC is now engaging a Management Contractor (the Management Contractor) (who will in turn appoint by tendering its Works Contractors including all necessary works by Registered General Building Contractors (RGBC), Registered Subcontractors under the Building Ordinance and other necessary specialist contractor(s)) for the construction works of the Innovation Centre. The Management Contractor will be project managed and supervised by the Consultant during the construction of the Works.
- 2.3 The Scope of the Works for the Management Contractor shall include:
- (a) to provide **input and advices on specialist design / buildability, tender work contracts packaging, procurement strategy, construction planning / methodology / materials reuse and recycling, programming and logistics**. The builder's works requirements in the design / planning / pre-construction / construction stages and maintenance period with a view to supporting the development and implementation of the environmentally friendly aspiration of this innovative project in terms of building environmental performance, quality, time and cost management;
 - (b) to **identify and arrange advanced procurement** for long lead-time materials for structures / equipments / systems that will be used in the project;
 - (c) to provide **advice on achieving related BEAM credits**, such as minimizing waste and environmental impact of the construction process, procurement of low impact materials recycling waste from existing site, etc; and to manage the construction in achieving the overall assessment grade of Platinum rating instructed by the CIC, including the submission of all necessary information including drawings, diagrams, catalogues, technical literatures, assessment report, calculations, remeasurement and monitoring results, records of relevant information and prepare all necessary documents as required;
 - (d) to **advise and prepare all necessary programmes and schedules** for the information released by the Consultant Team for the corresponding Works Contract Tenders and subsequent execution of the project. To ensure that the Project is executed at all times in an expeditious manner to achieve the tentative completion dates in different stages until the date of Practical Completion;
 - (e) to **manage the hoarding around the Site** throughout the contract period and make necessary adjustments as necessary to facilitate the Works Contracts;

- (f) to **manage, coordinate and take responsibilities** for all the constructions of the IC and associated facilities and enabling works which are to be carried out by the **Works Contractors**;
- (g) to ensure that all works to be carried out by the Works Contractors are carried out in accordance with the Project Specifications and Drawings as well as in full compliance with all statutory obligations, ordinance and Code of Practice;
- (h) to ensure the **materials and the standards of workmanships** are submitted by the Works Contractors for CIC's and the Design Consultant's approval on the recommendation of the Management Contractor;
- (i) to **manage and coordinate** with the Works Contractors for this project for all submissions not limited to **shop drawings, combined services drawings, combined builder's works drawings, documents relating to testing (including testing procedures and methodology, test certificates and reports for in-situ tests and laboratory tests), reports and material submission** including mill certificates, and also other documents demonstrating the quality control and quality assurance under the Works Contracts;
- (j) to provide **continual supervision of the project** in compliance with the site supervision requirements as per Code of Practice (e.g. Site Supervision Plan by Buildings Department, etc);
- (k) shall use the best endeavours to avoid the delay of the project;
- (l) *(not used)*
- (m) to take **full responsibility for the site safety and construction methods** as used on the Project;
- (n) to be responsible for **avoiding any damages to the existing Government utilities** including but not limited to the existing electrical cables, water main, etc with and in the vicinity of the Site. To coordinate and liaise with utility companies and Government bodies for necessary works. The Contractor shall take into account the time required for the issue of the necessary works permits from the date of submission of the application to the relevant government authorities for any parts of the Works. The Management Contractor shall take all necessary actions and at his own cost to comply with the conditions stipulated in the works permits including those conditions applicable to the Permittee and shall use his best endeavours to assist the CIC and his agents, employees to comply the same;
- (o) to **attend site inspections** conducted by utilities companies and Government bodies;

- (p) to provide **supervision and monitoring on preventive and corrective maintenance works of all E&M plants / systems** within maintenance period and submit monthly report;
- (q) to **manage the prime cost within the project budget**;
- (r) to assist the CIC in **preparing submittals** and carrying out necessary works in relation to construction aspects;
- (s) to **perform and implement the duties as a Registered General Building Contractors** as required under the Building Ordinance and to support the project AP and RSE to fulfill the statutory requirements during all stages of this project;
- (t) other works as may be instructed by the CIC and the Consultant Team for the satisfactory completion of the project;
- (u) to coordinate with the CIC and the Consultant Team for the necessary site access;
- (v) shall secure the works in compliance with and give all notices required by the current regulations and legislations;
- (w) to takeover the **measurement responsibilities on air-pollution, noise and water quality** during demolition works;
- (x) to **maintain a record of its on-site energy consumption** in terms of electricity, diesel and other fuel use and submit monthly report on the on-site energy consumption;
- (y) to **maintain a record of its on-site energy generation** in terms of electricity by renewable energy power systems and submit monthly report;
- (z) to **provide training** to the CIC's staff or its authorized representatives regarding the **operation of the E&M plants and maintenance and management of the completed works**;
- (aa) to manage, organize and coordinate with the Works Contractors for the submission of **as-built drawings and O&M manuals of E&M plants**;
- (bb) to **ensure, manage and report all the defects and hidden defects** are to be rectified by the Works Contractors;

- (cc) notwithstanding any information indicated or supplied on the Drawings, the responsibility for **obtain all permits, approvals and agreements of all affected Government departments and other bodies, utility companies** and operations to the Contractor's sequence and programme of Works shall remain with the Management Contractor;
- (dd) to provide **management and implementation on quality assurance and quality control plan** for the project in order to ensure a quality work at the completion of the project;
- (ee) to **facilitate value engineering for the project**, to advise in terms of construction method, material sourcing, alternative options, etc for value engineering for the Consultant Team to consider when area of works exceeded original budget;
- (ff) to be **responsible for risk management** for the project by identifying any potential risks that may affect the construction works and propose remedial or improvement proposal to mitigate the risks identified. These include but not limited to the existing underground and utility conditions, long lead items, installation methodology (builder's works and building services), statutory and licensing submissions.
- (gg) The Management Contractor shall coordinate with the CIC's representative or his delegate(s) to provide input on work schedule and work methodologies to ensure no interruption to the daily routine operation of the training centres.
- (hh) The Management Contractor shall review, assess and provide recommendation to the CIC's representative or his delegate(s) any claim submitted by the Works Contractor and/or any variation initiated by the CIC's representative or his delegate(s) for consideration.

3. Definition of Prime Cost Payable to the Management Contractor

3.1 The Prime Cost of the project shall comprise the sum of the following costs insofar as they are incurred in accordance with the Contract, but shall exclude any costs incurred as a result of any negligence by the Management Contractor in discharging his obligations under the Contract or any breach of the contract by him:

- (a) Management Costs as defined in Section 3.3;
- (b) On-site Staff Costs as defined in Sections 3.4 to 3.6;
- (c) Sundry Costs as defined in Section 3.7;

- (d) in respect of general site facilities, services, preliminaries items and materials provided by the Management Contractor or as may be included in instructions;
 - (i) On-Site Labour Costs as defined in Sections 3.8 to 3.11;
 - (ii) The Cost of Materials and Goods as defined in Section 3.12;
 - (iii) The Cost of Plant, Consumable Stores and Services as defined in Sections 3.13 to 3.14;
- (e) any costs incurred by the Management Contractor not covered by the preceding items which are payable to the Management Contractor in accordance with the Conditions of Management Contract;

LESS

- (f) any payments to or credits received by the Management Contractor for materials, etc. which arise from the carrying out of the Project; and
- (g) any payments to or credits by the Management Contractor which the CIC is entitled to receive in accordance with the Conditions of Contract.

Provided always that any items of costs, charge or expense which are not agreed by the Quantity Surveyor as being included in the Definition of Prime Cost contained in Section 3, or included as Lump Sum Items for site facilities and services shall be deemed to be included in the Management Fee.

3.2 During any period of default after the Completion Date and before Practical Completion the payments referred to in Sections 3.3 to 3.14 shall equal either:-

- (1) the amounts calculated at the rates which were applicable immediately before the Completion Date; or
- (2) their actual amount

whichever is the less.

Management Contracts Costs

3.3 The amounts due and payable under the respective Works Contracts (which may include Price Fluctuation Provisions as instructed by the Consultant) are:

- (a) deducting any cash discount due under the Works Contract from the Works Contractor to the Management Contractor, whether or not such cash discount is earned by the Management Contractor, under the terms of the Works Contract.
- (b) deducting all trade or other discounts; and
- (c) **excluding any amounts that may be due and payable to a Works Contractor** or under a Works Contract by reason of any negligence, default

or breach of contract, whether by act of omission, of the Management Contractor, his servants or agents or of any other Works Contractor, his servants or agents or sub-contractors.

On-Site Staff Cost employed by the Management Contractor

3.4 Payments to, or in respect of, management personnel directly, property and exclusively engaged by the Management Contractor upon the project and working on the site up to the date of the issue of the certificate of Practical Completion and, subject to being so authorized by the Consultant, working on or off the site after the date of the issue of the certificate of Practical Completion being:

- (a) management personnel as listed in an attachment to the Second Schedule initialed by the CIC and the Management Contractor; and
- (b) where not listed, with the consent of the Consultant, whether such management personnel are additional to those listed or in replacement for any person so listed.

3.5 The payments referred in Section 3.4 shall include only:

- (a) salaries and other emoluments;
- (b) subsistence or similar allowances;
- (c) fares, travelling, accommodation allowances and reasonable costs or allowances for the use of cars, excluding the cost of international travel to or from Hong Kong;
- (d) year end and special bonuses;
- (e) overtime working reimbursement; and
- (f) the amount of any insurance, contribution, Provident Fund, levy or tax, excluding any redundancy payments, imposed by Ordinance of the Government payable in respect of the management personnel by the Management Contractor in his capacity as an employer.

3.6 The amount of any payment referred Section 3.5 may be agreed and set out in a list in an attachment in Section 3, and, if so set out, such amounts shall be paid in lieu of the payment calculated in accordance with Section 3.5.

Sundry Costs incurred by the Management Contractor

3.7 The net cost incurred by the Management Contractor of the following in so far as they relate to the project:

- (a) charges reasonably arising and necessarily incurred from work carried out by local authorities or public undertakings;

- (b) reasonable charges for water, electricity and gas used on the site;
- (c) rates on temporary buildings for his on-site staff and those of the CIC and his consultants (save in so far as paid by the CIC);
- (d) payments for hoardings and similar licences;
- (e) telephone, telex and fax lines, as may be authorized by the Consultant for the Management Contractor's on-site staff and those of the CIC and his consultants, less any credits obtained for their eventual disposal;
- (f) reasonable charges for telephone, telex and fax calls reasonably made from the Site;
- (g) reproduction of drawings and other papers sent from the Site;
- (h) travelling and subsistence allowances properly incurred in inspecting materials and work off site;
- (i) reasonable premiums for any insurance policy and performance bond required by the CIC and provided by the Management Contractor;
- (j) testing, as may be specifically instructed; and
- (k) any other authorized costs not dealt with elsewhere in Section 3.

Cost of On-Site Labour employed by the Management Contractor

3.8 Subject to Sections 3.9, 3.10 and 3.11, payments to or in respect of workpeople directly and properly engaged by the Management Contractor upon the project and working on the Site, which shall be limited to:

- (a) wages, at a rate not higher than the average for the class of workpeople concerned, at the time when and in the area in which the work is executed; and
- (b) those that are made in order to comply with the Management Contractor's obligations under any Ordinance of Government.

3.9 There shall be deducted from the amounts otherwise due under Section 3.8 any rebate, discount, payment or refund of payment received by the Management Contractor in respect of workpeople engaged as set out above.

3.10 There shall be excluded from Section 3.8, any amounts that are due in respect of the engagement of any individuals, other than upon the project, and on the Site.

3.11 The payments referred to in Section 3.8 shall include only:

- (a) workpeople's guaranteed minimum earnings and payments to workpeople in respect of skill, responsibility, discomfort, inconvenience or risk;
- (b) payments to workpeople in respect of overtime occasionally, reasonably and necessarily worked;
- (c) CIC's contributions to annual holiday credits and to death benefit schemes; and
- (d) tool allowances;

and the following payments, where authorized by the Consultant:

- (e) for fares and travelling allowances;
- (f) for overtime regularly and reasonably worked; and
- (g) for subsistence and periodic allowances.

Cost of Materials and Goods provided by the Management Contractor

3.12 Subject to the allowance to the CIC of any cash discounts, whether earned by the Management Contractor or not, and all trade or other discounts, payments in respect of materials and goods shall be as follows:

- (a) Materials and goods obtained by the Management Contractor from stocklists or manufactures shall be the invoice cost as paid by the Management Contractor including the cost, if any, or delivery to Site.
- (b) Materials and goods supplied from the Management Contractor's stock shall be the market price current at the date of their supply to the project, together with any appropriate handling charges;
- (c) The cost or price under Section 3.12(a) and (b) shall include any costs of:
 - (i) Non-returnable crates or other packaging;
 - (ii) Returning crates and other packaging, less any credit obtainable.

Cost of Plant, Consumables Stores and Services

3.13 The following plant provided by the Management Contractor at hire rates agreed from time to time between the Consultant and the Management Contractor, or in the absence of prior agreement at rates not exceeding those normally applied in the locality at the time when the plant is used, or on a use and waste basis where applicable, and the net costs of the following consumable stores provided by the Management Contractor:

- (a) mechanical plant and power-operated tools;
- (b) scaffolding and scaffold boards;
- (c) non-mechanical plant including hand tools;
- (d) transport, including collection and disposal of rubbish and charges for tips and transportation of plant;
- (e) tarpaulins and dust sheets;
- (f) temporary roadways, shoring, hoardings, temporary fans, temporary fencings, barriers, footways, temporary partitions of the like;
- (g) fuel and consumable stores for plant and power-operated tools;
- (h) fuel and equipment for drying out the project and for testing services installations;
- (i) temporary buildings; and

- (j) canteens, sanitary accommodation, protective clothing and other provision for the welfare of persons engaged on the work and authorized visitors in accordance with the rules or decisions of those bodies referred to under and in accordance with any Ordinance of Government, regulation of by-law.

3.14 The net cost incurred by the Management Contractor of the following services:

- (a) temporary plumbing and storage;
- (b) temporary electrical and gas installations;
- (c) the provision of protection and security for the project;
- (d) the provision of health and safety measure necessary to comply with any Ordinance of Government;
- (e) erection, dismantling and maintenance of mechanical plant;
- (f) provision of cleaning facilities; and
- (g) progress photographs.

4. The Services to be Provided by the Management Contractor

- 4.1 Prior to the issue of the written notification by the Consultant of the date when it will be practicable to commence the construction of the project, the services specified in this Section are to be provided subject to any alterations thereto agreed between the Consultant Team and the Management Contractor. Any alterations to the printed text required as a result of that agreement must be set out on a separate sheet and signed by or behalf of the CIC.
- 4.2 Should there be any discrepancies between Section 2.3 and Section 4, the more stringent requirements shall be applied.

Services to be provided during the Pre-Construction Period

- 4.3 Preparing the project programme for acceptance by the Consultant Team to include the activities of the Consultant Team and the Management Contractor and the Works Contractors and to be in sufficient detail to control the pre-construction period activities, and to demonstrate that the provisional date of possession and provision date for completion are achievable. Actively participating in the design development process and attending such meetings as may be called by the CIC or the Consultant Team. Co-ordinating the work of any Works Contractors engaged in pre-construction activities with the work of the Consultant Team and with the Project programme.
- 4.4 Reporting on the availability and the relative suitability of alternative materials and components whilst addressing the site constraints and the compliance with all statutory requirements, regulations and Code of Practice. Preparing materials and component flows and identifying those which require advance ordering and/or proceeding, providing in a form acceptable to the Consultant Team, and monitoring a programme for advance ordering and processing. Obtaining from the Consultant Team all necessary documentation to compile detailed enquiry

- documentation, making enquiries, placing orders where so directed by the Consultant and expediting delivery of all advanced orders.
- 4.5 Reviewing and reporting on the practical implications of all issues of all drawings and specifications, including those issued by Works Contractors, having a design responsibility. Notifying the Consultant immediately if any discrepancy or divergence in any documents issued by any member or members of the Consultant Team is found.
 - 4.6 Formulating alternative construction methods for reviewing with the Consultant Team and reporting on the time and cost implications of each alternative solution, making available personnel with specialist expertise to assist in providing such advice, initiating the requirements for temporary works and the programme for approvals and execution of the same.
 - 4.7 Recommending economies in terms of cost and time which are feasible and consistent with the CIC's requirements. Reporting on the selection of materials, building systems and equipment. Reporting on 'buildability' issues including, but not limited to, construction feasibility, availability of labour and materials and time requirements for off-site design and manufacture of components, installation and construction, feasibility of construction tolerances.
 - 4.8 Preparing and formulating the provision and layout of site facilities and services to be provided or secured by the Management Contractor in accordance with his tender submission for review by the Consultant Team and agreeing any amendments with the Consultant Team.
 - 4.9 Preparing and formulating risk management plan. Register and maintain the risk assessment from time to time, advise the CIC any problems with remedial solution for any risk anticipated well in advance.
 - 4.10 Proposing and agreeing with the Consultant Team the breakdown of the project into suitable packages for Works Contracts which shall reflect economic purchasing procedures and facilitate effective cost control and expeditious progress of the Project. Preparing, in respect of each Works Contract, a description of the scope and content of the works, its inter-relationship with other packages, and the responsibilities at the interface between packages for the acceptance of the Consultant Team, together with a method statement in respect thereof and where applicable the execution of temporary works.
 - 4.11 Preparing and agreeing with the Consultant Team a detailed package procurement programme with initial dates for the production of drawings, specifications, quantity schedules and all other relevant information, including dates for preparation and dispatch of tender documents, the tender period, a period for evaluation of tenders and targets dates for the placement of each Works Contract and the execution of the Works Contract documents.

- 4.12 Collaborating with the Quantity Surveyor, providing cost advice and assisting in production of cost plan including obtaining the budget costs of equipment and materials and reporting on current pricing levels and tenders. Reviewing and agreeing with the Consultant Team any amendments thereto at intervals to be agreed. Preparing cash flow forecasts for the project consistent with cost plan and any necessary amendments thereto.
- 4.13 Preparing, in conjunction with the Consultant Team, list of Works Contractors for tendering and investigating and reporting on their technical capabilities and financial standings, arranging the pre-tender interviews and prequalification, advising on the necessity of surety bonds and/or parent companies guarantees.
- 4.14 Preparing a detailed construction programme for the project in a form acceptable to the Consultant Team, to include: activities of Consultant Team, Management Contractor and Works Contractors and to be in sufficient detail to control the construction period activities. The construction programme shall be based upon a detailed network analysis illustrating how the construction of the project and its constituent phases is to be achieved within the date or dates for completed stated.
- 4.15 Preparing detailed short term programmes consistent with the detailed construction programme illustrating the commencement and completion of the relevant Works Contracts and their relationship with each other, updating and adapting the programmes as may be necessary to reflect any further information obtained from time to time. Preparing or reviewing Works Contractors' detailed programmes or changed circumstances so as to provide for the project and each phase thereof to be completed on or before the dates for completion required by the Agreement, preparing and agreeing with the Consultant Team schedules for release of information from the Consultant Team consistent with work package breakdown showing, inter alia, document preparation periods, tender periods and procurement periods. Expanding, updating or adapting such schedules as may be necessary to reflect further information obtained from time to time, including Works Contracts detailed programmes or changed circumstances.
- 4.16 Receiving drawings, specifications and schedules of quantities prepared by the Consultant Team, preparing all other tender documents in parallel with the work of the Consultant Team and arranging the necessary printing, verification and photocopying of the tender documents including delivery / collection and obtaining tenders from Works Contractors and suppliers, including liaising with tenderers during the tender period. Notifying the Consultant Team if any discrepancy is found.
- 4.17 Negotiating with Works Contractors and suppliers during tender stage and making recommendations on award of Works Contracts to the Consultant Team.
- 4.18 Evaluating tenders from Works Contractors and suppliers in collaboration with the Consultant Team, reporting and making recommendations thereon.

- 4.19 Preparing for the placing of Works Contracts in consultation with the Consultant.
- 4.20 Establishing the planning of procedures for the control of the co-ordination works during the construction in aspects of sequence of works, control of documents, installation conflicts etc.
- 4.21 Undertaking an appraisal of the project to ascertain the extent of any temporary works required and preparing a schedule of the items needed, ensuring the provision of suitable experienced members of staff to undertake temporary work design in conjunction with the relevant Works Contractors in accordance with the programme for the project for the Consultant to review, providing alternative solutions to determine the most cost effective option, to clearly identify any division of responsibility for temporary works design between the Management Contractor and any Works Contractor.
- 4.22 Agreeing the terms of the Joint Names Policy for Project Insurance with the CIC and the Consultant Team including the terms of any cover required by the CIC and the amount of any excesses to be accepted as a condition of the policy.
- 4.23 Establishing project specific safety control measures and advise the same in the project particular specification to ensure the safety in public, traffic, marine, demolition, structural steel works etc. Develop specific safety programmes.
- 4.24 Establishing management plan the quality assurance and control activities on Works Contractor's quality assurance and control programme through quality audits and report submission. Relevant statutory requirements on supervision aspect have to be followed, including the Site Supervision Plan by the Buildings Department and/or other quality assurance requirement of this project.
- 4.25 Dealing with utilities companies and Government bodies for seeking the existing utilities records required for any site works.
- 4.26 Attending site inspections conducted by utilities companies and Government bodies.
- 4.27 Advising the Consultant in the selection and application of environmentally friendly construction materials, i.e. recycled aggregates in concrete, to maximize the re-use of existing on-site materials.
- 4.28 Identifying and arranging advanced procurement for long lead-time materials for structures / equipments / systems that will be used in the project (e.g. any E&M plant and machinery, etc).
- 4.29 The Management Contractor shall prepare all relevant documents for BEAM Plus (such as environmental management plan).

- 4.30 The Management Contractor shall take up the measurement responsibilities on air-pollution, noise and water quality.
- 4.31 To provide management and implementation on quality assurance and quality control plan for the project in order to ensure a quality of work at the completion of the project.
- 4.32 To facilitate value engineering for the project, to advise in terms of construction method, material sourcing, alternative options, etc for value engineering for the Consultant Team to consider when area of works exceeded original budget.
- 4.33 To be responsible for risk management for the project by identifying any potential risks that may affect the construction works and propose remedial or improvement proposal to mitigate risks identified. These include but not limited to utility conditions, long lead items, installation methodology, statutory and licensing submissions.
- 4.34 The Management Contractor shall assist the CIC and the Consultant Team in exploring ways in which the environmental performance and sustainability of the project might be improved and environmental impacts reduced. For instance, the selection of products and materials and the adaption of construction and engineering techniques and processes which result in or involve:
- (a) reductions in waste;
 - (b) reductions in energy consumption;
 - (c) reductions in carbon dioxide emissions (incorporating low and zero carbon technologies as far as practicable);
 - (d) reduction in materials from non-renewable sources;
 - (e) reductions in vehicle movements;
 - (f) maintenance or optimization;
 - (g) maintenance or optimization of ecologically valuable habitat; and
 - (h) improvements in whole life cycle performance.

Services to be provided During the Construction Period (including Engineering Services / Equipment Installation and Defects Liability Period)

(i) Planning and Programming

- 4.35 Maintaining and regularly updating the detailed construction programme for the project and for all works contracts so as to reflect further information, Works Contractor's detailed programmes and any extensions of time given under this Agreement or any works contract so as to provide for the project, or each phase

thereof, to be completed on or before the dates for completion required by this Agreement (where appropriate) submitting proposals accompanied by estimated costs for the acceleration of all or part of the Project, undertaking any and all such further programming exercises as the Consultant Team may require. To ensure that the project is executed at all times in an expeditious manner to achieve the tentative completion dates in different stages until the Date of Practical Completion.

- 4.36 Preparing and regularly updating materials and component flows and advising on priorities for ordering and processing, monitoring and expediting the delivery of such materials and components.
- 4.37 Identifying deficiencies in design information and notifying the Consultant Team of any mistakes or inconsistencies found.
- 4.38 Co-ordinating and expediting the provision of information by the Consultant Team, and reporting on any potentially adverse effects on the construction programme.
- 4.38(A) To provide input on work schedule and work methodologies to ensure no interruption to the daily routine operation of the training centres.

(ii) Works Contracts Management

- 4.39 Receiving drawings, specifications and schedules of quantities prepared by the Consultant Team, preparing all other works contracts documents including checking to eradicate any discrepancies in or divergences between, the documents or drawings and agreeing action with the Consultant Team, and in accordance with instructions, placing contracts with Works Contractors and suppliers.
- 4.40 Providing copies of the complete package of works contract documents to the Consultant Team. Ensuring that all Works Contracts are executed before any Works Contractor starts works on site.
- 4.41 Recommending and, in accordance with Instructions, organizing a suitable replacement for any Works Contractor whose contract may be determined.
- 4.42 To ensure that all works to be carried out by the Works Contractors are carried out in accordance with the Specifications and Drawings as well as in full compliance with all statutory obligations, ordinance and Code of Practice.
- 4.43 To maintain the hoarding around the Site throughout the contract period and make necessary adjustments as necessary to facilitate the works of Works Contracts.
- 4.44 To ensure the materials and the standards of workmanships are submitted by the Works Contractor for the Consultant Team's approval.

- 4.45 To manage and coordinate with the Works Contractors for this project for all submissions not limited to shop drawings, combined service drawings, combined builder's works drawings, documents relating to testing (including testing procedures and methodology, test certificates and reports for in-situ tests and laboratory tests), reports and materials submissions including mill certificates, and other documents to demonstrate the quality control and quality assurance under the Works Contracts.
- 4.46 To provide continual supervision of the project in compliance with the site supervision requirements as per Code of Practice (e.g. Site Supervision Plan by Buildings Department, etc) and to submit monthly report to record the site progress including catch-up program in the event the site progress is behind the original construction programme.
- 4.47 Shall use the best endeavours to avoid the delay of the project.
- 4.48 Shall allow at least 7 days in advance having received necessary specifications, drawings, instructions, information or levels from the Consultant Team, and shall allow at least 21 days in advance for having received necessary specifications and bills of quantities / schedule of rates for the Works Contract from the Consultant Team.
- 4.49 To take full responsibility for the site safety and construction methods as used on the project.
- 4.50 To be responsible for avoiding any damages to the existing Government utilities including but not limited to the existing box culvert, electrical cables, water main, etc within and in the vicinity of the Site. To coordinate and liaise with utility companies and Government authorities for necessary works including road excavation permit applications.
- 4.51 To attend site inspections conducted by utilities companies and Government bodies.
- 4.52 To provide supervision and monitoring on preventive and corrective maintenance works of all E&M plants / systems within maintenance period and submit monthly report.
- 4.53 To manage the prime cost within the project budget.
- 4.54 To assist the Consultant Team in preparing submittals and carrying out necessary works for compliance of BEAM Plus certification requirements in relation to construction aspects.

- 4.55 To manage and coordinate with other contractor(s) / subcontractor(s) to implement the BEAM Plus requirement if necessary.
- 4.56 To submit BEAM Plus monthly report to the CIC and its authorized representatives, as well as BEAM Plus consulting company for review to ensure BEAM Plus application procedure is well implemented.
- 4.57 To perform and implement the duties as a Registered General Building Contractors as required under the Building Ordinance and to support the project AP and RSE to fulfill the statutory and contract requirements during all stages of this project.
- 4.58 Other works as may be instructed by the Consultant Team for the satisfactory completion of the project.
- 4.59 Shall secure the works in compliance with and give all notices required by the current regulations and legislations.
- 4.60 To take over the measurement responsibilities on air-pollution, noise and water quality.
- 4.61 To maintain a record of its on-site energy consumption in terms of electricity, diesel and other fuel use and submit monthly report on the on-site energy consumption.
- 4.62 To provide training to the CIC's staff or its authorized representatives regarding the operation of the E&M plants.
- 4.63 To manage, organize and coordinate with the Works Contractors for the submission of as-built drawings and Operation & Maintenance Manuals of the E&M plants.
- 4.64 To ensure, manage and report all defects are rectified by the Works Contractors.
- 4.65 Notwithstanding any information indicated or supplied on the drawings, the responsibility for obtain all permits, approvals and agreements of all affected Government departments and other bodies, utility companies and operations to the Management Contractor's sequence and programme of Works shall remain with the Management Contractor.
- 4.66 To provide management and implementation on quality assurance on quality control plan for the project in order to ensure a quality work at the completion of the project.
- 4.66(A) To review, assess and provide recommendation for any claim submitted by the works contractor and/or any variation initiated by the Employer's representative

or his delegate(s) for consideration.

(iii) Monitoring Works Contactor's Off-Site Preparation and Work in Association with Site Staff

- 4.67 Monitoring progress of the design work and working drawings of all Works Contractors and suppliers and reporting to the Consultant Team, taking action to expedite, recommending remedial measures in the event of default by any Work Contractor, arranging for the transmission of information between the Consultant Team, Works Contractors, suppliers, etc. as may be necessary to facilitate production of the design or the project to achieve the project programme.
- 4.68 Carrying out checks to ensure conflicts do not occur in design work and working drawings of all Works Contractors and suppliers or between such design work or working drawings and the Consultant Team's drawings and specifications, prior to passing designs or drawings to the Consultant Team.
- 4.69 Making regular visits to the work places of the Works Contractors and suppliers to inspect quality, progress and delivery in relation to the detailed construction programme and reporting to the Consultant Team, taking action to ensure that any defects are quickly remedied in addition to expediting production, recommending remedial measures in the event of default by any Works Contractor.
- 4.70 Reporting regularly to the Consultant Team on progress and technical aspects of all contracts placed with Works Contractors and suppliers in a manner and format to be agreed with the Consultant Team, identifying problems and making recommendations as to possible remedial measures.
- 4.71 To provide management and implementation on quality assurance and quality control plan for the project in order to ensure a quality work at the completion of the project. To provide continual supervision of the project in compliance with the site supervision requirements as per Code of Practice (e.g. Site Supervision Plan by Buildings Department, etc) and other relevant statutory and contract requirements.

(iv) Instituting Effect Cost Control and Payment Disciplines

- 4.72 Establishing on site, and keeping available until the completion of the Final Account, all necessary cost control and accounting personnel with the specialist knowledge and expertise required by the nature of the project who will assume full responsibility for the management and the cost control and payment disciplines in the project in close liaison with the Quantity Surveyor, and provide technical information to enable final accounts for works to be settled.
- 4.73 To facilitate value engineering for the project, to advise in terms of construction method, material sourcing, alternative options, etc, for value engineering for the Consultant Team to consider when area of works exceeded original budget.

Identifying areas of potential increases or savings in the construction / contract cost and recommending action to the Consultant Team. Advising on the cost effects of correcting delay, undertaking and assisting with such cost exercises as may be required by the Consultant Team.

- 4.74 Collaborating with the Quantity Surveyor in the preparation of financial reports in formats and frequencies to be agreed with the CIC on actual and projected costs as compared with the Contract Cost Plan and projected cost to completion, obtain from all Works Contractors and provide to the Quantity Surveyor such information in respect of variations and projected costs of their respective Works Contract as the Quantity Surveyor may require, adapting and updating the cash flow forecast for the project to accord with any revised contract cost plan or project cost to completion.
- 4.75 Notify the Consultant, with a copy to the Quantity Surveyor, immediately any Works Contractor claims additional monies not otherwise provided for in the financial reports.
- 4.76 Reporting, as soon as it becomes apparent, the possibility of the need to recover from the CIC any shortfall in reimbursement from any defaulting Works Contractor.
- 4.77 Instituting and operating a system of documentation and records for controlling and recording the performance of all Works Contractors in a form acceptable to the Consultant Team, recommending action and remedial measures to the Consultant Team where the execution of a Works Contract or performances of a Works Contractor is not in accordance with the detailed construction programme.
- 4.78 Instituting and providing operational reports, in formats and frequencies acceptable to the Consultant Team, on the physical progress of all Works Contracts, recommending action to the Consultant Team in the event of delay to any Works Contract.
- 4.79 Instituting and operating a system of documents and records for recording the Prime Cost payable to the Management Contract in a form acceptable to the Consultant Team.
- 4.80 Submitting to the Quantity Surveyor, not later than 14 days before the date of the Interim Certificate, all details of expenditure on items of Prime Cost, checking applications for payments from Works Contractors, preparing, in respect of each Works Contract application, a breakdown as to the acceptability or otherwise of each item together with a statement as to which items, if any, should be properly charged against other Works Contractors, and submitting them, and all other documents required by the Quantity Surveyor for the purpose of ascertaining the amount to be stated as due in such Interim Certificate to the Quantity Surveyor.

- 4.81 Submitting to the Quantity Surveyor, not later than 14 days before the date of any Interim Certificate, any proposals for adjustment of any lump sums which the Management Contractor considers necessary as a result of Instructions, considering and agreeing any proposals for adjustment with the Architect or the Quantity Surveyor, and agreeing the amount of any adjustment with the Architect or the Quantity Surveyor.
 - 4.82 Informing each Works Contractor of the amount of his interim and final payments directed by the Consultant.
 - 4.83 Enforcing terms of Works Contracts including action or arbitration if necessary, regularly advising the CIC on the progress and anticipated outcome of such action or arbitration, and accepting Instructions to enter into a settlement.
 - 4.84 Informing the Consultant of any alleged breaches by the Management Contractor of the Works Contracts.
 - 4.85 Obtaining final accounts from Works Contractors and, prior to passing them to the Quantity Surveyor, verifying their validity, identifying and taking action on contra-charges (whether between Works Contractors or between Works Contractors and the Management Contractor), preparing a detailed report on the circumstances and validity of monies sought under Works Contract and the extent to which the same may be recovered.
 - 4.86 Collaborating with Quantity Surveyor in the settlement of the final accounts of Works Contractors and suppliers, preparing final statement of account in respect of each Works Contract and each Contract of supply, making adjustments to the final account applications from Work Contractors and suppliers for work which should be properly charged against other Works Contractors, obtaining from each Works Contractor and supplier confirmation that they will accept the amounts included in such final statement of all monies due to them, from the Management Contractor, arising out of, or in connection with, their respective Works Contracts or Contract of supply.
- (v) Establishing Good Labour Relation Procedures
- 4.87 Advising the Consultant Team on all matters relating to employment legislation and labour relations including any issues that may arise.
 - 4.88 Ensuring that the Works Contractors' labour relations policies and procedures conform to the best practice.
 - 4.89 Co-ordinating with Works Contractors and instituting site procedures so that any labour relations matters on the project can be fully monitored and influenced, mediating in and solving (where possible) any site issues.

(vi) Site Management and Quality Control

- 4.90 Establishing on site all necessary management personnel with specialist knowledge and expertise as required by the nature of the Project with full responsibility to manage the project. Identifying specific persons with responsibility for co-ordination and quality control of the project generally and of particular specialist engineering works, notifying the Consultant Team of any changes in management personnel and providing replacements, not less qualified than those originally proposed.
- 4.91 Liaising with local public authorities, Police, Fire Services Department and other third parties as is, from time to time, appropriate for the project, complying or securing compliance with any legitimate instruction or direction they may give, making all applications and obtaining all consents to be made or as are obtainable by a Management Contractor or Works Contractor, as required by local authorities and complying or securing compliance therewith, promptly notifying the Architect if the Management Contractor shall find or be informed or have reasonable reason to suspect any contravention of such consents for which the Management Contractor, or any Works Contractor, is liable, paying all fines levied against the Management Contractor without addition of same to the Prime Cost defined in Section 3.
- 4.92 Setting out the project in accordance with Section 4.17.
- 4.93 Checking and co-ordinating the setting out of all Works Contracts.
- 4.94 Co-ordinating and expediting all site works carried out by Works Contractors, ensuring that Works Contractors have all necessary information to carry out and complete their works in accordance with the programme.
- 4.95 Monitoring the performance of Works Contractors against the detailed construction programme, and reprogramming, from time to time, as necessary to enable corrective action to be taken to prevent stoppages and delays, consulting the Consultant before granting a Works Contractor an extension of time under Section 54 of the General Conditions of Employment.
- 4.96 Ensuring that Works Contractors are issued with, and made fully aware at all times of, the requirements of the current detailed construction programme, liaising with Works Contractors to establish and remedy any factor inhibiting satisfactory progress including demarcation disputes and any other disputes between Works Contractors.
- 4.97 The Management Contractor shall be responsible for the quality of the Work. Supervising the production of all site work and ensuring the necessary quality and prompt replacement of defective work in accordance with Works Contracts.

- 4.98 Examining Works Contractors detailed proposals for carrying out commissioning procedures and performance testing, programming the activities of other Works Contractors to reflect the commissioning procedures and performance testing.
- 4.99 Establishing with Works Contractors schemes for the protection of completed work. Where protection is the responsibility of Management Contractor, providing advice on alternative schemes and the potential costs and time penalties for failing to provide the proposed schemes of protection.
- 4.100 Identifying and reporting on those Works Contractors responsible for the cause of any damage to any part of the Project, ensuring that such Works Contractors make good any damage caused by them to the works of other Works Contractors or to the site facilities, maintaining records of such damage and subsequent making good to facilitate settlement of contra-charges between Works Contractors.
- 4.101 Maintaining records of the effect of and defaults by particular Works Contractors as they affect other Works Contractors sufficient to facilitate an assessment of sums due to the affected Works Contractors, and recovery from the defaulting Works Contractor.
- 4.102 Securing the prompt remedying of all defects by Works Contractors after practical completion of their Works.
- 4.103 Securing the prompt remedying of all defects by the Consultant at Practical Completion of the project and at the end of the Defects Liability Period.
- 4.104 Ensuring the Site is run in a clean, proper and efficient manner having due regard to the occupation of premises adjacent to or near to the Site, that the working areas are kept clean during the progress of the work and that debris is removed from the site as it arises and at completion of the project.

(vii) Controlling and Reporting on Performance

- 4.105 Maintaining the documentation concerning the performance of Works Contractors in a form acceptable to the Consultant Team.
- 4.106 Reporting on physical progress of the construction and the off-site work of Works Contractors in a format and with a frequency acceptable to the Consultant Team.
- 4.107 Maintaining such records as are desirable for administration of the project concerning all labour, plant and materials brought on to the Site.
- 4.108 Maintaining such records of quality tests, commissioning and performance tests or any opening up for inspection required under the Works Contracts or by the Consultant Team.

- 4.109 Maintaining such records as are desirable for administration of the project concerning weather and site conditions.
- 4.110 Securing the provision of record drawings, operating instructions and maintenance manuals from Works Contractors as required by Works Contracts, delivering same to the Consultant for comment and re-submitting after any amendments required.
- 4.111 Arranging, attending and keeping records of site meetings, as required by the Consultant Team, and as desirable for the administration of the Project.

(viii) Administration

- 4.112 Receiving documentation from the Consultant Team and convey its contents to the relevant Works Contractors and suppliers and vice versa. Ensuring that all relevant documentation, including drawings, correspondence, etc, is distributed to all the appropriate parties engaged upon the project, and implementing and maintaining efficient administration procedures to achieve this objective.

(ix) BEAM Plus

- 4.113 The Management Contractor shall meet all relevant requirements for BEAM Plus as instructed by the Consultant.
- 4.114 The Management Contractor shall manage and coordinate with Works Contractor to implement the BEAM Plus requirement if necessary. This will include credits such as, but not limited to, SA 14 Noise from building equipment, MA P2 use of non-CFC based refrigerants, EU10 and EU11 provisions for energy management, WU P1 water quality survey, IEQ 6 and IEQ 7 Indoor Air Quality, IEQ 13 or IEQ 14 Thermal Comfort.
- 4.115 Should there be any discrepancy between a BEAM Plus requirement and other project requirement, the Management Contractor shall at first instance report the discrepancy to the CIC for resolution by the Consultant.
- 4.116 The Management Contractor shall nominate one person to be the BEAM Plus construction coordinator for the project in his tender proposal and include his curriculum vitae.
- 4.117 The BEAM Plus construction coordinator shall have basic understanding of the BEAM Plus construction credits requirements, as well as his responsibility and influence throughout the BEAM Plus requirements.
- 4.118 The BEAM Plus construction coordinator shall be to ensure that all relevant BEAM Plus requirements as outlined in this specifications are being met on the project site. The BEAM Plus construction coordinator shall also ensure that materials being supplied and installed meet the BEAM Plus requirements.

- 4.119 The BEAM Plus construction coordinator shall update the Design Submission once the onsite construction / installation defers from the current design submissions.
- 4.120 The Management Contractor shall submit BEAM Plus monthly report to the CIC or its authorized representatives, as well as BEAM Plus consulting company for review to ensure BEAM Plus application procedure well implemented.
- 4.121 The Management Contractor shall establish organized filing system for BEAM Plus application. The filing system should include supporting documents which could justify the implementation performance specified in BEAM Plus.

(x) Defects Liability / Maintenance Period

- 4.122 Managing, organizing and coordinating with the Works Contractors for providing training to the CIC or its authorized representatives regarding the operation of the E&M plants. The training shall include control system training, operation and maintenance training and on-job training. The training shall be conducted not later than 45 days before the anticipated project completion date.
- 4.123 Managing, organizing and coordinating with the Works Contractors for the submission of as-built drawings and O&M manuals of E&M plants to the Consultant Team for approval.
- 4.124 Transferring the approved as-built drawings and O&M manuals to the CIC's staff or its authorized representatives.
- 4.125 Managing, organizing and coordinating with the Works Contractors for the handover of all E&M plants in a timely and well-planned manner to the CIC and its authorized representatives after project completion.
- 4.126 Managing and coordinating with all the Works Contractors for the handover of tools and spare parts of E&M plants to the representatives or third party assigned by the CIC.
- 4.127 Providing supervision and monitoring on preventive and corrective maintenance works of all E&M plants conducted by Works Contractors within maintenance period.
- 4.128 Ensuring, managing and reporting all the defects and hidden defects are rectified by the Works Contractors.
- 4.129 All remedial works shall be carried out to the full satisfaction by the Consultant Team and the CIC.

CIC Guidelines and Development Bureau Technical Circular

- 4.130 The Management Contractor shall comply with and shall ensure all Works Contractors comply with all the relevant CIC Guidelines and Development Bureau Technical Circulars. These guidelines and circulars can be downloaded from the CIC website and governments website.

5. Zoning of the Innovation Centre Project

5.1 General Area

- 5.1.1 Demolition work is required for some fixtures, wall and floor finishes and partitions.
- 5.1.2 Provision of a flexible LED lighting systems in order to accommodate theme and display contents.
- 5.1.3 Re-design of the existing raised floor system to accommodate the loading requirements of exhibits.
- 5.1.4 Re-design the building services facilities such as MVAC, electrical supply, fire services, P&D works, etc.
- 5.1.5 Re-shuffling the existing toilets and provision a new toilet to cope with the requirements.

5.2 Zone A - Office and Public Mind Surfing Area (approx. 170 sq.m.)

- 5.2.1 Provision of a comfortable working environment as accommodation for the Innovation Team of 10 persons in exploring innovative ideas and meetings. Decorated with innovated product / handy tools, the Public Mind Surfing Area is to provide comprehensive information and “Innovation” platform in promoting new ideas, technology, and methodology. Served with free beverages and provide a comfortable / relaxing environment to stimulate innovative ideas and mind surfing.
- 5.2.2 Office facilities shall include one executive room with nine (9) modern workstations at open space, a meeting room to accommodate around ten (10)

persons, machine room, wet pantry, etc. In view of the operation needs, the new reception will be integrated to the office area.

5.3 Zone B: Reception Area / Circulation Corridor (The Time Tunnel) (approx. 160 sq.m.)

5.3.1 Provision of latest information on introduction, presentation/visiting arrangement, and training course. Displayed with large display panel, and the most advance materials, product, and tools on wall and standalone. Through digital information display, 3D animation from the past to the future (The Time Tunnel), to illustrate innovative construction process of buildings and demonstrate the development of construction technologies and process.

5.3.2 Examples of potential exhibits: Nano Technology, Rubberised Paving, Bendable Concrete, 3D Printed Carbon-Fiber, Micronal (Intelligent Temperature Control Material), Self-healing Concrete and Cross Laminated Timber.

5.4 Zone C: Multi-Purpose / Interactive Technology Display Area and Product Exhibition Area (approx. 190 sq.m.)

5.4.1 Subdividing Zone C into five thematic zones of interactive function namely:

- (a) Industrialization
- (b) Intelligentization
- (c) Informatization
- (d) Integrated Project Delivery
- (e) Infinity

5.4.2 These facilities facilitate participants to play around the new technology, such as BIM, prefabrication components develop and design, semi-automatic tools and equipment, virtual reality or a mix and match of those.

5.4.3 Demonstrating to and experienced by participants innovative construction techniques, working process, material and applications through case study and via multi-media and interactive platform.

5.4.4 A giant LCD screen wall may be used to introduce the latest / advance construction technique by displaying the development and characteristics of engineering and construction industry.

5.4.5 Example of potential exhibits:

- (a) Industrialisation: Tiling Robots, Modularization of MEP Units and RFID Logistic Tracking.
- (b) Intelligentization: Exoskeletons, Robotics, Autonomous Construction Vehicles and Drone.
- (c) Informatization: 3D Scanning, Photogrammetry (VR, AR, Hololens) and 4D BIM.

5.5 Zone D: Multi-Functional Conference and Meeting Rooms (approx. 220 sq.m.)

- 5.5.1 A venue with sophisticated facilities for presentation, meetings and seminars that can accommodate 150 persons to have seminar at one time. Equipped with round table forums, combined digital AV systems, interactive labs, multiple screens, high speed wireless internet connections, phone system that facilitates presentations, seminars, and video conference. Operable partition walls are installed that to facilitates the Conference Room divided into three (3) sized meeting rooms and small presentation area.

5.6 Zone E: Outdoors Resting Area at the Left Entrance

- 5.6.1 A shop front area and Logo façade with innovative concepts.
- 5.6.2 Resign of the existing outdoor decking to accommodate the new exhibits.
- 5.6.3 Enhanced fence wall area that integrates with the LED display wall / signage to serve promotion purposes.
- 5.6.4 The existing layout plan and the proposed zoning are indicated in Annex 1 and Annex 2 for Reference Only.

6. Deliverables

- 6.1 All Deliverables shall comply with the contract requirements to the satisfaction of the CIC. Should there be different interpretations between the CIC and the Management Contractor against any requirements in the contract, the CIC shall have the final jurisdiction on the explanation and approach of the implementation for the requirements. The Management Contractor shall follow the explanation of the requirements and the instructions given by the CIC to implement the solution to the satisfaction of the CIC.
- 6.2 All works produced by the Management Contractor and its Works Contractors shall be subject to the acceptance by the CIC. The CIC will endeavor to respond to and comment on the works submitted by the Management Contractor within (1) ONE week of submission as practical as possible. The Management Contractor shall rectify and supplement submissions within (1) ONE week upon receiving comments from the CIC, government authorities and/or stakeholders.
- 6.3 The Management Contractor shall assist to arrange and attend meetings as required by the CIC to discuss and endorse the Deliverables. The Management Contractor shall prepare and present in PowerPoint format where necessary on the subject to be discussed at the meetings.
- 6.4 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.
- 6.5 All drawings shall be submitted electronically in AutoCAD format and in pdf file format or any other formats as applicable which are readily printable.
- 6.6 All text, tables, graphics, illustrations and other contents shall be presented in the same layout and appearance as the hard copy of the documents.
- 6.7 The copyright of all drawings, reports, documents, recommendations, data and any other information prepared or collected by the Management Contractor, its Works Contractors and other Sub-contractors and their employees and agents in the course of this Agreement shall be with the CIC.

- 6.8 Need to comply with CIC's standards, for example, Guidelines, Reference Materials and other relevant publications especially on aspects of safety, environmental, health and contract administration, etc.

7. Brief Programme

- 7.1 The project shall be completed and handover to CIC within **6 months** from the date of the contract award OR before **8 September 2017** (whichever is earlier).
- 7.2 The Management Contractor is required to submit a programme at the commencement of the services for the CIC's approval.
- 7.3 The Management Contractor undertakes to carry out the Works and submit deliverables as stipulated in the Assignment Brief to the CIC in accordance with the programme proposed by the Management Contractor or as directed / agreed by the CIC from time to time.
- 7.4 Supplementary information or reports other than the deliverables stated below shall be prepared and delivered at such time upon request by the CIC.
- 7.5 The Management Contractor shall start the Defect Liability Period for 12 months upon finalisation of the defects list or receipt of Certification of Practical Completion.

8. Management of the Management Contractor

- 8.1 The Management Contractor shall be directed and supervised by the CIC.
- 8.2 The Management Contractor shall attend all meetings held by the CIC formed for this Agreement and the internal meetings of the CIC as required and necessary.

9. Management Contractor's Office and Staffing

- 9.1 The Management Contractor shall provide an adequate qualified and experienced working team(s) for the purpose of this Contract. The team members shall be required to attend regular meetings with the CIC to review the progress, work performance, etc.
- 9.2 The Management Contractor shall maintain for the duration of this Agreement an office in Hong Kong under the control of a principal of the Management Contractor who shall be responsible for the Service. Such person shall have adequate authority and sufficient professional, technical and administration support in all relevant disciplines to ensure an acceptable quality, standard and progress as detailed in this Assignment Brief.
- 9.3 The Management Contractor shall provide the CIC with full details and qualifications of staff to be deployed or assigned for the execution and performance of the Service for his approval. Subsequent changes to the previously approved staff shall be pre-approved by the CIC prior to making any movement to the staff.
- 9.4 The Management Contractor shall deploy or assign professionally qualified and competent personnel of the appropriate disciplines with sufficient knowledge and experiences in the local construction industry for the Agreement.
- 9.5 The Management Contractor shall ensure that sufficient and adequate supporting staff is made available to provide support (e.g. drawing preparation, clerical, site supervision, etc) to the Management Contractor's dedicated project team until the completion of the Agreement.
- 9.6 The Management Contractor shall be required under the Agreement to provide a dedicated project team for the execution and performance of the Agreement.

9.7 The Management Contractor's site project team shall include but not limited to the following:

Management	<ul style="list-style-type: none"> • Project Director • Project Manager • Contracts Manager
Production, Planning and Operation	<ul style="list-style-type: none"> • Project Manager • Planning Manager • Assistant Project Manager • Senior Site Agent • Building Engineer • Site Engineer • Surveyor • Building Coordinator • Site Supervisor
Building Services Coordination	<ul style="list-style-type: none"> • Senior Building Services Manager • Building Services Manager • Building Services Engineer
Safety, Environmental & Quality Management	<ul style="list-style-type: none"> • Safety Manager • Environmental Manager • Quality Manager
Commercial	<ul style="list-style-type: none"> • Commercial Manager • Managing Quantity Surveyor • Senior Project Quantity Surveyor • Quantity Surveyor • Assistant Quantity Surveyor
General Administration	<ul style="list-style-type: none"> • Site Clerk • Site Administrator

10. General Scope of Works of Works Contractors

10.1 Builder's Works (Outdoor Fence Wall)

- (a) Enhancement works for the existing outdoor fence wall area (in front of Innovation Centre)
- (b) Enhancement works for the existing fence barrier

10.2 Builder's Works (Outdoor Decking Area)

- (a) Demolition of the existing outdoor plastic wood decking area;
- (b) Construction of new decking system to accommodate the weight loading with the outdoor exhibits;
- (c) All associated reinforced concreting works, temporary works and excavation;
- (d) Other builder's works to facilitate the installation of all building services; and
- (e) As-built drawings for the Works.

10.3 Builder's Works for the Innovation Centre

- (a) Construction of all structural works, alteration and addition works;
- (b) Construction of all non-structural internal walls including to RC non-structural walls;
- (c) Ceiling works;
- (d) Ironmongery works;
- (e) Wooden works;
- (f) Doors;
- (g) Painting;
- (h) Tiles;
- (i) Carpet;
- (j) FRP glass wall;
- (k) Installation of hoisting beams and hooks; and
- (l) Logo and signage for indoor and outdoor.

10.4 Interior Fitting Out

- (a) Construction of open plan office with accommodate around 10 staff for daily operation;
- (b) Glass partition wall for new office area;
- (c) Other office facilities including meeting room and pantry;
- (d) Construction of new reception area;
- (e) Reception and waiting area with loose furniture for public / guests;
- (f) Installation of wall and floor finishes;
- (g) Construction of reshuffling of the existing toilets and disable toilet;
- (h) Enhancement of existing multi-function room; and
- (i) Enhancement of shop front area;

10.5 E&M Services

- (a) F.S. System - supply, alteration, installation and testing & commissioning of fire services installation (FSI), including but not limited to sprinkler system, fire hydrant & hose reel, fire detection, fire alarm system, emergency light and exit sign.
- (b) Electricity - supply, alteration, installation and testing & commissioning of power supply and distribution, outdoor lighting and internal lighting and cable containment system.
- (c) MVAC Installation - Supply, alteration, installation and testing & commissioning of MVAC system.
- (d) Plumbing & Drainage - Supply, alteration, installation of plumbing & drainage system for new toilets including disable toilet and pantry.
- (e) ELV System - Supply, alteration, installation and testing & commissioning of public address system and ELV cables.
- (f) Audio / Video System - Supply, installation and testing & commissioning of AV system for multi-purpose room, circulation corridor and reception area.

10.6 Furniture

- (a) Supply and installation of system furniture, loose furniture and tailor made furniture for the Innovation Centre.

10.7 Beam Plus Interior

- (a) Consultancy services in material selections, technical advises, data consolidation, document management, assessment, testing & commissioning and including all necessary supports.

11. Obligations of Works of Works Contractors

11.1 Interpretation

- 11.1.1 The Works Contract is to be read as a whole and the effect or operation of any recital, article or clause in the Works Contract must, therefore, unless otherwise specifically stated, be read subject to any relevant qualification or modification in any other recital, article or clause in the Works Contract.

11.2 Assignment

- 11.2.1 The Works Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein, or thereunder, without the prior written consent of the Management Contractor.
- 11.2.2 In the event of a transfer by the Management Contractor of his interest or part of his interest or parts of his interest under the Management Contract the Management Contractor may, at any time, assign to any such transferee the right to bring proceedings (whether by arbitration or by litigation) to enforce any of the terms of the Works Contract.
- 11.2.3 The Works Contractor shall not without the written consent of the Management Contractor (which consent shall not unreasonably be withheld) sub-let any portion of the Works.

11.3 Works Contract Documents

- 11.3.1 If the Works Contractor shall find any discrepancy in or divergence, including a divergence between documents of the same description or parts of the same document, between the documents comprising the Works Contract or between the Works Contract and any instructions issued by the Management Contractor, he shall immediately give to the Management Contractor a written notice specifying the precise nature of the discrepancy or divergence, and the Management Contractor shall issue Instructions in regard thereto.
- 11.3.2 The Works Contractor is deemed to be aware of the terms of the Management Contract and hereby undertakes not to contend, whether in proceedings or otherwise, that the Management Contractor has suffered or incurred no damage, loss or expense or that his liability to the Management Contractor should be in any way reduced or extinguished by reason of Clauses SCE 5(1) and 5(2) of the Special Conditions of Employment.

11.4 Works Contractor's Obligations

- 11.4.1 The Works Contractor shall carry out and complete the Works in compliance with the Works Contract and in conformity with all instructions and with all directions.
- 11.4.2 All materials and goods shall be of merchantable quality, be reasonably fit for the purpose for which they are intended and so far as procurable, be of the kinds and standards described in the Works Contract, provided that where and to the extent that approval of the quality and standards of materials and goods is a matter for the opinion of the Consultant such quality and standards shall also be to the reasonable satisfaction of the Consultant.
- 11.4.3 All workmanship shall be of the standards described in the Works Contract, or, to the extent that no such standards are described in the Works Contract, shall be of

a standard appropriate to the Works provided that where and to the extent that approval of workmanship is a matter of opinion of the Architect such workmanship shall also be to the reasonable satisfaction of the Consultant.

11.4.4 Without prejudice to the obligations of the Works Contractor expressed elsewhere in these Conditions the Works Contract shall exercise, or shall have exercised, all reasonable skill and care in:

- (a) The design of the Works insofar as the Works have been or will be designed by the Works Contractor;
- (b) The selection of materials and goods for the Works insofar as such materials and goods have been or will be selected by the Works Contractor;
- (c) The satisfaction of any performance specification or requirement insofar as the satisfaction of such performance specification or requirement is included or referred to in the Works Contract.

11.4.5 The Works Contractor shall be fully liable to the Management Contractor for any breach of the terms of the Works Contract. Such liability shall include, but shall not be limited to, any liability which the Management Contractor may incur to the Employer under or for breach of the Management Contract by reason of the negligence, act, omission or default of the Works Contractor.

11.5 Works Contractor's Liability

11.5.1 The Works Contractor shall indemnify the Management Contractor against any negligence or act or omission or default of the Works Contractor, his servants or agents or sub-contractors of any tier which causes or contributes to any liability on the part of the Management Contractor to the Employer under the provision of the Management Contract or otherwise.

11.5.2 Nothing contained in the Works Contract shall be construed so as to impose any liability on the Works Contractor in respect of any default, whether by act or omission, on the part of the Employer, the Consultant and its Specialist Team, the Management Contractor, his other Works Contractors or their respective servants or agents or sub-contractors, nor to create any privity of contract between the Works Contractor and the Employer (except by way of and in the terms of the Employer / Works Contractor Agreement) or between the Works Contractor and any other works contractor.

11.6 Benefits under Management Contract

11.6.1 The Management Contractor will, so far as he lawfully can, upon receipt of the written request of the Works Contractor, obtain for him any rights or benefits of the provisions of the Management Contract so far as the same are applicable to the Works and not inconsistent with the express (or any implied) terms of the Works Contract but not further or otherwise. Any action taken by the

Management Contractor in compliance with any aforesaid request shall be at the cost of the Works Contractor and may include the provision by the Works Contractor of such indemnity and security as the Management Contractor may reasonable require.

11.7 Completion of the Works

11.7.1 The Works Contractor shall carry out and complete the Works in accordance with these conditions and the Invitation to Tender for Works, and in accordance with the progress of the project, but subject to receipt of the notice to commence work on site. The Management Contractor shall give to the Works Contractor sufficient information on the progress of the Project to enable him to fulfill his obligations. If, at any time, the Works Contractor considers that he has insufficient information on the progress of the project, he shall notify the Management Contractor in writing. The Works Contractor shall have no claim arising out of a lack of such information, nor shall he be entitled to rely upon the lack of such information as a defence to any claim unless he has given the Management Contractor such written notice.

11.7.2 If and whenever it becomes reasonably apparent that the commencement, progress or completion of the Works or any part thereof is being or is likely to be delayed, the Works Contractor shall give written notice to the Management Contractor of the material circumstances the cause or causes of the delay and identify in such notice any matter which, in his opinion, comes within Clause 11.7.4(a).

11.7.3 In respect of each and every matter which comes within Clause 11.7.4(a), and is identified in the notice given in accordance with Clause 11.7.2, the Works Contractor shall, in such notice:

- (a) Give particulars of the expected effects; and
- (b) Estimate the extent, if any, of the expected delay in completion of the Works or any part, beyond the Completion Date; and
- (c) Give such further written notices to the Management Contractor as may be reasonably necessary or as the Management Contractor may reasonably require for keeping up-to-date the particulars and estimate referred to in Clause 11.7.3(a) and 11.7.3(b), including any material change in such particulars or estimate.

11.7.4 If on receipt of any notice, particulars and estimate under Clause 11.7.3 the Management Contractor properly considers that:

- (a) Any of the causes of the delay is the occurrence of a Relevant Event, or is an act, omission or default of the Management Contractor or any person for whom the Management Contractor is responsible.

- (b) The completion of the Works is likely to be or has been delayed thereby beyond the Completion Dates;

then the Management Contractor shall, in writing, having first notified the Consultant, given an extension of time to the Works Contractor by fixing such revision of the Completion Date as the Management Contractor then estimates to be reasonable. If the Management Contractor on receipt of the notice, particulars or estimate under Clause 11.7.3 considers that any extension of time should not be given to the Works Contractor then the Management Contractor shall, in writing, having first notified the Consultant, so inform the Works Contractor. If the Consultant has expressed dissent from the decision of the Management Contractor on giving or not giving an extension of time, or on the length thereof, the Management Contractor shall notify in writing the terms of such dissent to the Works Contractor. The decision of the Consultant on the giving or not giving of an extension of time or on the period of any such extension shall take effect in place of the decision of the Management Contractor.

- 11.7.5 If the Works Contractor suspends the further execution of the Works under Clause 11.13.11 and delay to the progress or completion of the Works results from such suspension, such delay shall, for the purposes of Clause 11.7.4(a) be deemed to be a delay caused by an act, omission or default of the Management Contractor.
- 11.7.6 When fixing such revised Completion Date the Management Contractor shall, if reasonably practicable having regard to the sufficiency of the notice, particulars and estimate, fix such revised period or periods within the following time limit:
 - (a) Not later than 4 weeks from the receipt by the Management Contractor of the notice and of reasonably sufficient particulars and estimates; or
 - (b) Where the time between receipt and the Completion Date is less than 4 weeks, not later than a reasonable time following the Completion Date.
- 11.7.7 The Management Contractor, when fixing such revised Completion Date, shall state:
 - (a) Which of the matters, including any of the relevant Events, referred to in Clause 11.7.4(a) he has taken into account; and
 - (b) The extent, if any, to which the Management Contractor has had regards to any instruction requiring the omission of any works or obligations or restriction issued since the previous fixing of the Completion Date.

11.7.8 The operation of Clause 11.7.4 shall be subject to the proviso that the Works Contractor shall constantly use his best endeavours to prevent delay in the progress of the Works or any part thereof, however caused, and to prevent such delay resulting in the completion of the Works being delayed or further delayed beyond the Completion Date, and the Works Contractor shall do all that may reasonably be required to the satisfaction of the Management Contractor, to proceed with the Works.

11.7.9 The following are the Relevant Events referred to in Clause 11.7.4(a):

- (a) Act of God;
- (b) By reason of inclement weather or the subsequent effects of such inclement weather, for the purpose of this sub-clause 'inclement weather' is defined as rainfall in excess of 20 mm in a 24-hour period (midnight to midnight) as recorded at the Hong Kong Observatory or the hoisting of Typhoon Signal No. 8 or higher;
- (c) Loss or damage occasioned by any one or more of the specified perils;
- (d) Civil commotion, local combination of workmen, strike or lock-out affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works;
- (e) Compliance by the Management Contractor with Instruction (which shall be deemed to include compliance by the Works Contractor with Instructions);
- (f) The Management Contractor, or the Works Contractor through the Management Contractor, not having received in due time necessary instructions, drawings, details or levels from the Consultant's team for which the Management Contractor or the Works Contractor, through the Management Contractor, specifically applied in writing, provided that such application was made on a date which having regard to the Completion Date was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for the Management Contractor or the Works Contractor to receive the same;
- (g) Delay on the part of other Works Contractors in respect of the project which the Works Contractor has taken all practicable steps to avoid or reduce;
- (h) Delay on the part of Nominated Suppliers which the Works Contractor has taken all practicable steps to avoid or reduce;
- (i) The execution of work not forming part of the project by the CIC, or by persons employed or otherwise engaged by the CIC, or the failure to execute such work;

- (j) The supply by the CIC of materials and goods which the CIC has agreed to provide for the project or the failure so to supply;
- (k) Any local statutory power which directly affects the execution of the project by restricting the availability or use of labour which is essential to the proper carrying out of the project or preventing the Management Contractor or Works Contractor from, or delaying the Management Contractor or Works Contractor in, securing such goods or materials or such fuel or energy as are essential to the proper carrying out of the project;
- (l) The carrying out by the Government or a local authority or statutory undertaker of work in pursuance of its statutory obligations or rights in relation to the project, or the failure to carry out such work;
- (m) Failure of the CIC to give in due time ingress to or egress from the site of the project or any part of thereof through or over any land, buildings, way or passage adjoining or connected with the site and in the possession and control of the CIC, in accordance with and as required by the Management Contract after receipt by the Consultant of such notice, if any, as the Management Contractor is required to give, or failure of the CIC to give such ingress or egress as otherwise agreed between the Consultant and the Management Contractor to be provided by the CIC;
- (n) Any deferment by the CIC in giving possession of the site of the project to the Management Contractor.

11.8 Failure of Works Contractor to Complete on Time

- 11.8.1 If the Works Contractor fails to complete the Works by the Completion Date, the Management Contractor shall, provided decisions have been given on all outstanding applications, notify the Works Contractor in writing.
- 11.8.2 On receipt of the notice referred to in Clause 11.8.1, the Works Contractor shall pay or, allow to the Management Contractor a sum equivalent to any loss and/or expense arising from the failure of the Works Contractor as aforesaid. Such sum shall include, but shall not be limited to, any liquidated or other damages which the Management Contractor is obliged to pay or allow to the CIC by reason of the Works Contractor's said failure.
- 11.8.3 The Works Contractor shall notify the Management Contractor in writing of the date when, in the opinion of the Works Contractor, the Works will have reached practical completion, the Management Contractor shall immediately pass to the Consultant any such notification together with any observations thereon by the Management Contractor. A copy of such observations must immediately be sent to the Management Contractor to the Works Contractor.

- 11.8.4 When, in the opinion of the Consultant, practical completion of the Works is achieved the Management Contractor, with the consent of the Consultant obtained in accordance with Clause SCE 9 of the Special Conditions of Employment, shall issue a certificate of practical completion of the Works. Practical completion of the Works shall be deemed to have taken place in the day named in that certificate or as provided in Clause SCE 3 of the Special Conditions of Employment.
- 11.8.5 Subject to the Clause SCE 2 of the Special Conditions of Employment, but without prejudice to the obligation of the Works Contractor to accept a similar liability to any liability of the Management Contractor under the Management Contract to have defects in the project remedied, the Works Contractor shall be liable to make good at his own faults in the Works or in any part thereof considered necessary by reason of such defects, shrinkages or other faults due to materials or workmanship not being in accordance with the Works Contract. Where under Clause SCE 2(2) of the Special Conditions of Employment, the Consultant instructs that the making good of any defects, shrinkages or other faults in the Works is not to be carried out the Management Contractor shall issue such instructions to the Works Contractor and an appropriate deduction at the rate shall be made in the computation of amounts due to the Works Contractor under the Works Contract.
- 11.8.6 The Works Contractor upon practical completion of the Works shall properly clean up and leave the Works, and all areas made available to him for the purpose of executing those Works, and so far as used by him for that purpose, clean and tidy to the reasonable satisfaction of the Management Contractor.
- 11.9 Instructions and Directions
- 11.9.1 The Works Contractor shall continually keep upon the Works while such Works are being executed a competent person-in-charge and any instructions or any directions given to him by the Management Contractor shall be deemed to have been issued to the Works Contractor.
- 11.9.2 The Management Contractor shall forthwith issue to the Works Contractor any instructions issued under the Management Contract affecting the Works and may at any time issue any direction.
- 11.10 Payment
- 11.10.1 Where in the Works Contract it is provided that an amount is to be added to or deducted from the Works Contract Sum or dealt with by adjustment of the Works Contract Sum or included in the computation of the ascertained final works contract sum, then as soon as such amount is ascertained in whole or in

part such ascertained amount shall be taken into account in the computation of the interim payment next following such whole or partial ascertainment.

11.10.2 The price of the Works shall be such sum or sums as shall become payable in accordance with Clause 18 and all other relevant provisions of the Works Contract and the total of such sum or sums shall be the ascertained final works contract sum.

11.11 Valuation of Variations and Provisional Sum Work

11.11.1 All instructions requiring a variation and all work executed by the Works Contractor in accordance with the instruction in regard to the expenditure of a provisional sum included in the Works Contract and all directions except instructions or directions arising out of any negligence or default, whether by act or omission, of the Management Contractor, his servants or agents or of any other Works Contractor, his servants or agents or sub-contractors, shall be valued by the Quantity Surveyor and such valuation shall (unless otherwise agreed by the Management Contractor and the Works Contractor and approved by or on behalf of the CIC) be made in accordance with the provisions of Clauses 11.11.3 to 11.11.7.

11.11.2 All instructions and directions of the Management Contractor arising out of any negligence or default, whether by act or omission, of the Management Contractor, his servants or agents or of any other works contractor, his servants or agents or sub-contractors (but not instructions or directions arising out of any negligence or default, whether by act or omission, of the Works Contractor, his servants or agents or sub-contractors) shall be valued in accordance with Clauses 11.11.4 to 11.11.7 at the same time as the amounts to which Clauses 11.13.4 to 11.13.5 refer are ascertained.

11.11.3 Where the Works Contract includes a schedule of rates or prices for measured work and/ Schedule of Rates, or a schedule of daywork prices, such rates or prices shall be by used in determining the valuation in substitution for any rates or prices or daywork definitions which would otherwise be applicable under the relevant provisions of Clauses 11.11.4 to 11.11.7.

11.11.4 To the extent that the valuation relates to the execution of additional or substituted work which can properly be valued by measurement such work shall

be measured and shall be valued in accordance with the following rules:

- (a) Where the work is of similar character to, is executed under similar conditions as, and does not significantly change the quantity of, work set out in bills of quantities and/or other documents comprised in the Works Contract the rates and prices for the work so set out shall determine the valuation;
- (b) Where the works of similar character to work set out in bills of quantities and schedule of rates, or other documents comprised in the Works Contracts but is not executed under similar conditions thereto and/or significantly changes the quantity thereof, the rates and prices for the work so set out shall be the basis for determining the valuation and the valuation shall include a fair allowance for such difference in conditions and/or quantity;
- (c) Where the work is not of similar character to work set out in bills of quantities and/or other documents comprised in the Works Contract the work shall be valued at fair rates and prices.

11.11.5 To the extent that the valuation relates to the omission of work set out in bills of quantities and/or schedule of rates, or other documents comprised in the Works Contract the rates and prices for such work therein set out shall determine the valuation of the work omitted.

11.11.6 In any valuation of work under Clauses 11.11.4 to 11.11.7:

- (a) Where bills of quantities and/or schedule of rates are part of the Works Contract, measurement shall be in accordance with the same principles as those governing the preparation of those bills of quantities and/or schedule of rates;
- (b) Allowance shall be made for any percentage or lump sum adjustments in bills of quantities and/or schedule of rates, or other documents comprised in the Works Contract; and
- (c) Allowance, where appropriate, shall be made for any addition to or reduction of preliminary items of the type referred to in the current Hong

Kong Standard Method of Measurement of Building Works
(Preliminaries).

- 11.11.7 To the extent that the valuation does not relate to the execution of additional or substituted work or the omission of work or to the extent that the valuation of any work for liabilities directly associated with a variation cannot reasonably be effected in the valuation by the application of Clause 11.11.4 to 11.11.6 a fair valuation thereof shall be made.
- 11.11.8 If compliance with any instruction under Clause SCE 4(4) of the SCE 9 of the Special Conditions of Employment requiring project changes or works contract variations or in regard to the expenditure of provisional sums in works contracts substantially changes the conditions under which any part or parts of the Works which are not the subject of the aforesmentioned instruction are executed, then such other work shall be treated as if it had been the subject of an instruction requiring a variation which shall be valued in accordance with the provisions of Clause 11.11.4(b).
- 11.11.9 Where it is necessary to measure work for the purpose of the valuation, the Management Contractor shall, if reasonably possible give to the Works Contractor an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Works Contractor may reasonably require.
- 11.11.10 Effect shall be given to a valuation under this Clause 11.11 by addition to or deduction from the Works Contract Sum.
- 11.12 Valuation of the Works
- 11.12.1 All work executed by the Works Contractor in accordance with the Works Contract and with instructions requiring a variation or in regard to the expenditure of a provisional sum included in the Works Contract and all directions except instructions and directions arising out of any negligence or default, whether by act or omission, of the Management Contractor, his servants or agents or of any other Works Contractor, his servants or agents or sub-contractors, shall be valued by the Quantity Surveyor and such valuation shall (unless otherwise agreed by the Management Contractor and the Works Contractor and approved by or on behalf of the CIC) be made in accordance

with the provisions of Clauses 11.12.4 to 11.12.7.

- 11.12.2 All instruction and directions of the Management Contractor arising out of any negligence or default, whether by act or omission, of the Management Contractor, his servants or agents or at any other works contractor, his servants or agents or sub-contractors (but not instructions or directions arising out of any negligence or default, whether by act or omission, of the Works Contractor, his servants or agents or sub-contractor) shall be valued in accordance with Clause 11.12.5 to 11.12.7 at the same time as the amounts to which Clause 11.13.4 refers are ascertained. The amount of such valuation shall be paid by the Management Contractor to the Works Contractor within 7 days of the valuation.
- 11.12.3 Where it is necessary to measure work for the purpose of the valuation the Management Contractor shall if reasonably possible to give to the Works Contractor an opportunity of being present at the time of such measurement and of taking such notes and measurements as the Works Contractor may require.
- 11.12.4 Where the Works Contract includes a schedule of rates or prices for measured work and/or a schedule of daywork prices, such rates or prices shall be used in determining the valuation in substitution for any rates or prices or daywork definitions which would otherwise be applicable under the relevant provisions of Clause 11.12.5.
- 11.12.5 To the extent that the valuation relates to the execution of work which can properly be valued by measurement such work shall be measured and shall be valued in accordance with the following rules:
- (a) Where the work is of similar character to, is executed under similar conditions as, and does not significantly change the quantity of, work set out in bills of quantities and/or schedule of rates, or other documents comprised in the Works Contract the rates and prices for the work so set out shall determine the valuation;
 - (b) Where the work is of similar character to work set out in bills of quantities and/or schedule of rates, or other documents comprised in the Works Contract but is not executed under similar conditions thereto and/or significantly changes the quantity thereof, the rates and prices for the

works so set out shall be the basis for determining the valuation and the valuation shall include a fair allowance for such difference in conditions and/or quantity; and

- (c) Where the work is not of similar character to work set out in bills of quantities and/or schedule of rates, or other documents comprised in the Works Contract the work shall be valued at fair rates and prices.

11.12.6 In any valuation of works under Clause 11.12.5:

- (a) Where bills of quantities and/or schedule of rates are parts of the Works Contract, measurement shall be in accordance with the same principles as those governing the preparation of those bills of quantities and/or schedule of rates;
- (b) Allowance shall be made for any percentage or lump sum adjustment in bills of quantities and/or schedule of rates and/or other documents comprised in the Works Contract; and
- (c) Any amounts priced in the preliminaries section of the Works Contract adjusted, where appropriate, to take into account any instructions requiring a variation or in regard to the expenditure of a provisional sum included in the Works Contract, shall be included.

11.12.7 To the extent that the valuation does not relate to the execution of additional or substituted work or the omission of work or to the extent that the valuation of any work for liabilities directly associated with a variation cannot reasonably be effected in the valuation by the application of Clause 11.12.5 to 11.12.6 a fair valuation thereof shall be made.

11.12.8 If compliance with any instruction under Clause SCE 4(4) of the Special Conditions of Employment requiring project changes or works contract variations or in regard to the expenditure of provisional sums in works contracts substantially changes the conditions under which any part or parts of the Works which are not the subject of the aforesmentioned instruction are executed, then such other work shall be treated as if it had been the subject of an instruction requiring a variation which shall be valued in accordance with the provisions of Clause 11.12.5(b).

11.13 Payment of the Works Contractor

11.13.1 The Management Contractor shall use all reasonable endeavours to ensure that the CIC operates Clause SCE 9 of the Special Conditions of Employment under which the Consultant is required to direct the Management Contractor as to the amount in respect of the Works Contractor which is included in the amount stated as due in Interim Certificates issued under Clauses SCE 6(2)(b), 6(2)(c) and 6(2)(d) SCE 9 of the Special Conditions of Employment, and that the amount in respect of the Works Contractor is computed in accordance with Clause 11.13.4.

11.13.2 The Works Contractor shall submit the interim payment application on the 25th day of each month to the Management Contractor or for him to incorporate into his interim payment application on monthly basis for the certification by the Consultant.

11.13.3 The Works Contractor shall deliver to the Management Contractor at the end of each period of interim payment application stated in Clause 11.13.2 with:

- (a) A detailed build up of the estimated contract value of the work done in accordance with the Works Contract up to the end of such period, with sums payable in respect of dayworks (if any) and adjustment for variations listed separately;
- (b) A priced list of material delivered to the Site by the Works Contractor for use in the permanent works; and
- (c) All further estimated sums which the Works Contractor considers to be due to him under the Contract.

Such statement shall be checked by the Quantity Surveyor and, if necessary, corrected in accordance with Clause 11.13 accordingly. In appropriate cases, the Consultant shall have power to issue a negative certificate showing sums overpaid or otherwise due to the CIC, which shall thereupon be a debt due to the CIC.

11.13.4 Subject to any agreement between the Works Contractor, the Management Contractor and the Consultant as to stage payments, the amounts to be directed in respect of the Works in an Interim Certificate shall be the total of the amounts

referred to in Clauses 11.13.3 and 11.13.5 less the total amount applied up to and including a date not more than 7 days before the date of the Interim Certificate less:

- (a) Retention as provided in Clause 11.13.6 on the amounts set out in Clause 11.13.5; and
- (b) The sum of the amounts in respect of the Works included in the amount stated as due in all Interim Certificates previously issued under the Management Contract Conditions.

11.13.5 The amounts to which Clause 11.13.4 refers and which are subject to Retention are:

- (a) The total value of the work properly executed by the Works Contractor, including any work so executed to which Clause 11.11.1 or Clause 11.12.1 refer;
- (b) The total value of the materials and goods delivered to or adjacent to the project for incorporation therein by the Works Contractor but not so incorporated, provided that the value of such materials and goods shall only be included as and from such times as they are reasonably, properly and not prematurely so delivered and are adequately protected against weather and other casualties; and

11.13.6 The Retention which the Management Contractor may deduct under Clause 11.13.4 and which the CIC may retain shall be 10 percent of any certified amounts as relates to Works Contract up to a maximum of 5 percent of the Works Contract Sum until 12 months after the expiration of the Defects Liability Period.

11.13.7 The Retention is subject to the rules set out in Clause SCE 7(2) of the Special Conditions of Employment.

11.13.8 Notwithstanding the requirement under Clause SCE 6(2) of the Special Conditions of Employment that the Consultant shall issue Interim Certificates, the Management Contractor shall, if so requested by the Works Contractor, make application to the Consultant as to the amounts to be directed by the

Consultant in respect of the Works as referred to in Clause SCE 9 of the Special Conditions of Employment.

11.13.9 (Not Used).

11.13.10 If the Works Contractor shall feel aggrieved in regard to any amount certified by the Consultant under Clause SCE 6(2) of the Special Conditions of Employment, and included in a direction in respect of the Works as referred to in Clause SCE 9 of the Special Conditions of Employment, or by his failure so to certify or direct, then subject to Clause 11.6, the Management Contractor shall allow the Works Contractor to use the Management Contractor's name and, if necessary, will joint with the Works Contractor in arbitration proceedings or litigation at the instigation of the Works Contractor in respect of the said matters complained of by the Works Contractor.

11.13.11 Without prejudice to any other rights and remedies which the Works Contractor may possess, if the Management Contractor shall, subject to these Conditions, fail to discharge his obligation to make any payment to the Works Contractor as provided in Clause 11.11.2 or 11.11.2 and such failure shall continue for 21 days after the Works Contractor shall have given the Management Contractor written notice of his intention to suspend the further execution of the Works, then the Works Contractor may so suspend the further execution of the Works until such payment shall have been made and such suspension as aforesaid shall not be deemed a failure on the part of the Works Contractor to proceed with the Works in accordance with the provisions of this Works Contract.

11.14 Final Works Contract Sum

11.14.1 No later than 6 months after practical completion of the Works, the Works Contractor shall send to the Management Contractor and, of so instructed by him, to the Consultant or the Quantity Surveyor, all document necessary for the purposes of computing the ascertained final works contract sum in respect of matters covered by Clauses 11.13 to 11.15.

11.14.2 Not later than 3 months after receipt by the Management Contractor (and, if so instructed by him under Clause 11.14.1, after receipt by the Consultant or Quantity Surveyor) of the documents referred to in Clause 11.14.1, the Management Contractor shall ensure that a statement of the ascertained final

works contract sum is prepared by the Quantity Surveyor and that the Consultant forthwith sends a copy of the statement to the Management Contractor who shall forthwith send a copy to the Works Contractor.

11.14.3 The ascertained final works contract sum shall be the aggregate of the following:

- (a) The amount of the valuation under Clause 11.12.1;
- (b) Any amount ascertained as a result of the application of Clause SCE 6(1) of Special Conditions of Employment;
- (c) Any amounts properly chargeable in accordance with the nomination instruction of the Consultant in respect of materials or goods supplied by nominated suppliers together with the profit of the Works Contractor thereon at, on an instruction, the rates included in the Tender Sum therefor, and on an instruction, at rates related thereto or if none at reasonable rates;
- (d) Any other amount which is required by the Works Contract to be taken into account or included in the computation of the ascertained final works contract sum.

11.15 Final Certificate

11.15.1 The Final Certificate issued under Clause SCE 8 of the Special Conditions of Employment shall in no circumstances be conclusive evidence of any of the matters referred to in this contract. Without prejudice to the foregoing generating the said Final Certificate shall, in no circumstances, constitute proof of the sufficiency of any design for which the Works Contractor is responsible to the Employer under the CIC / Works Contractor Agreement or to the Management Contractor under Clause 11.4.4.

Existing Layout Plan at G/F CIC Kowloon Bay Training Centre

Annex 1
(296) in P/AE/PUR/AGC

Toilet



Meeting Room



Reading Room



Outdoors Resting Area



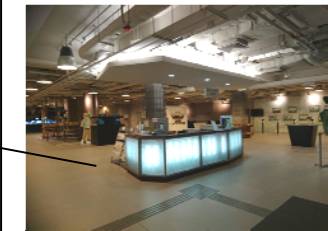
Exhibition Area



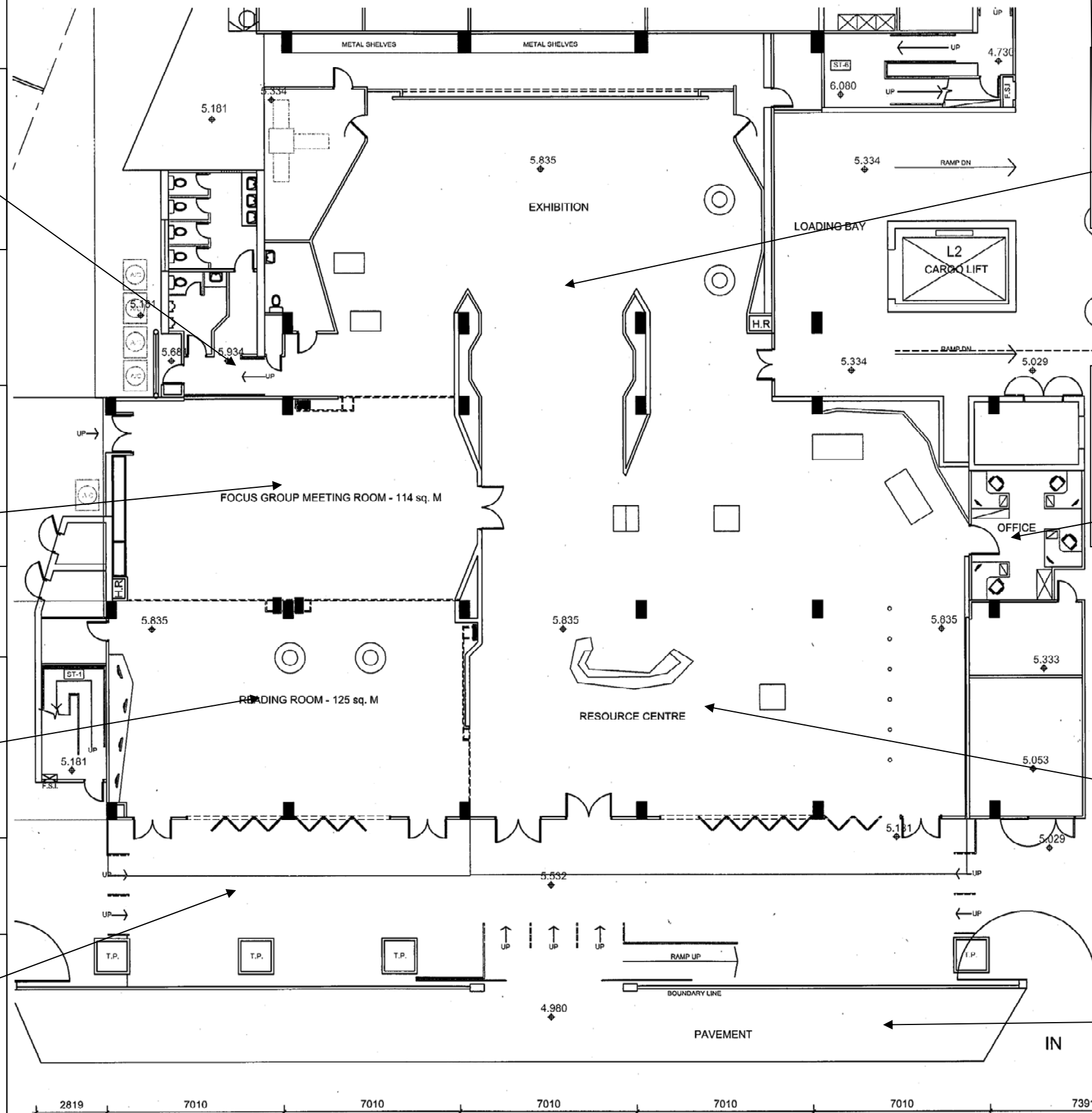
Office Area



Reception Area

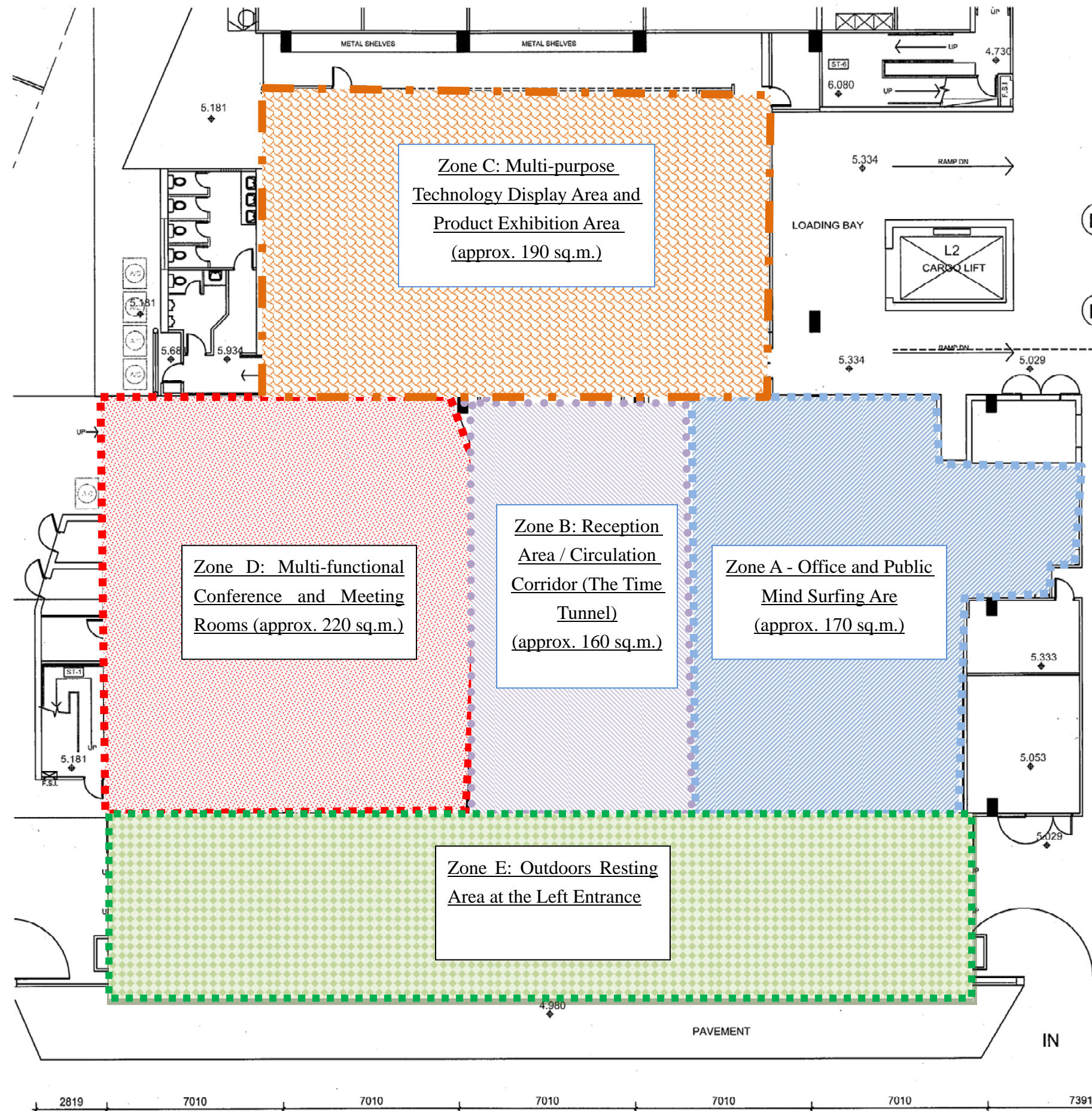


Boundary Fence wall



Proposed Zoning Plan for CIC Innovation Centre

Annex 2
(296) in P/AE/PUR/AGC



Memorandum of Agreement
of
Management Contract for
Innovation Centre
of
the Construction Industry Council

March 2017

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To be Signed by a Management Contractor

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the _____ day of _____
2017 BETWEEN THE CONSTRUCTION INDUSTRY COUNCIL of ¹ _____
_____ (hereinafter called “the Employer”)
of the one part and ² _____
_____ of ³ _____

(hereinafter called “the Management Contractor”) of the other part WHEREAS the Employer requires the Management Contractor to provide the Services in respect of Management Contract for Innovation Centre of the Construction Industry Council for the Employer (hereinafter called “the Assignment”) and details of which are set out in the Assignment Brief annexed hereto AND WHEREAS the Management Contractor has agreed to provide such Services in accordance with the Assignment Brief, Conditions of Employment annexed hereto (hereinafter referred to as “the Conditions”), and subject to the payment to him by the Employer of the fees and other payments set out in the Fee Proposal and the Conditions annexed hereto.

NOW THEREFORE IT IS AGREED AS FOLLOWS :-

1. This Agreement shall comprise :-
 - (a) Conditions of Tender and Appendices
 - (b) Special Conditions of Tender
 - (c) Form of Tender
 - (d) CIC’s General Conditions of Contract and Guidelines for Works or Services (2b-CAR)
 - (e) Assignment Brief and its Annexes
 - (f) Technical Proposal and Fee Proposal
 - (g) General Conditions of Employment
 - (h) Special Conditions of Employment
 - (i) Any relevant correspondenceall 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 Management Contractor 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 Management Contractor 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)
By)

in the presence of
Signature, name and address

OR

(c) SIGNED on behalf of the Management
Contractor 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 Management Contractor executes the Assignment.

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

Case (c) is for use where the Management Contractor 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 Management Contractor.

3 Insert the address of the Management Contractor.

4 Insert the post title.

5 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.

7 Insert the name(s) and capacity of the person(s) (usually the Directors of the Management Contractor) executing the Agreement for the Management Contractor. The person’s authority to execute the Agreement for the Management Contractor is prescribed in the Memorandum of Association of the Management Contractor.

8 Insert the names of the partners.

General Conditions of Employment
of
Management Contract for
Innovation Centre
of the Construction Industry Council

March 2017

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General Conditions of Employment for
Management Contract for
Innovation Centre
of 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 Management Contract for Innovation Centre of the Construction Industry Council 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 Management Contractor as detailed in the Assignment Brief and its Appendices.

“Assignment Brief” means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment.

“Management Contractor” means the person, firm or company named in the Memorandum of Agreement and includes the Management Contractor’s permitted assignees.

“Deliverables” means all the reports, drawings, documents, software, certificates and other items described in the Assignment Brief and its Appendices which are to be produced by the Management Contractor 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 Management Contractor 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 Appendices, 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor in carrying out this Assignment or any approved sub-consultants / sub-contractors or the Management Contractor's legal and insurance advisers.
- (B) Any disclosure to any person, sub-consultants / sub-contractors 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 Management Contractor shall take all necessary measures to ensure the confidentiality of any such disclosure.
- (C) The Management Contractor 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 Management Contractor 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 Management Contractor.

10 Information to be supplied by the Employer

The Employer shall keep the Management Contractor 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 Management Contractors

The Management Contractor shall keep the Employer informed on all matters related to the Assignment within the knowledge of the Management Contractor

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 Management Contractor shall retain and provide spaces for that purpose all his records, data, accounts and other information in respect of the services.
- (B) The Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor in connection with the Services.

16 Delegation of Employer's Power

The Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor who may be appointed by the Employer for the subsequent stage of the Project.
- (B) The Management Contractor 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

Management Contractor under this Agreement. The liability of the Management Contractor 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 Management Contractor. The Employer hereby:

- (i) Indemnifies the Management Contractor against all claims, damages, losses or expenses suffered by the Employer; and
- (ii) Agrees to indemnify the Management Contractor against all claims, made by third parties against the Management Contractor;

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 Management Contractor.

22 Care and Diligence

- (A) The Management Contractor 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 Management Contractor 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 Management Contractor becomes aware in the performance of the Services.
- (C) The Management Contractor 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 Management Contractor, his servants or agents, of the Services.
- (D) In the event of any errors or omissions for which the Management Contractor is responsible and as a result of which the re-execution of the Services is required, the Management Contractor 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 Management Contractor shall comply with all reasonable instructions of the Director or the Employer. The Employer shall issue to the Management Contractor general instructions on procedure and shall supply such additional information as

may be required.

24 Approval for Variations and Claims

The Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor.
- (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 Management Contractor in accordance with this Agreement shall be paid within 30 days after receipt of the Management Contractor's invoice by the Employer. In the event of failure by the Employer to make payment to the Management Contractor in compliance with the provisions of this Clause the Employer shall pay to the Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor shall render his accounts for interim payments in accordance with the Fee Proposal.

33 Payment for Additional Services

The Management Contractor 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 Management Contractor.

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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management

Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 / Sub-contractors

The Management Contractor shall obtain the prior written approval of the Employer to:

- (i) the appointment of sub-consultants / sub-contractors to undertake any part of the Services; and
- (ii) the replacement of any sub-consultants / sub-contractors appointed

under sub-clause (i) of this Clause.

39 Liability of Management Contractor for acts and default of Sub-consultants / Sub-contractors

The appointment of sub-consultants / sub-contractors to undertake any part of the Services shall not relieve the Management Contractor from any liability or obligation under this Agreement and he shall be responsible for the acts, default and neglects of any sub-consultants / sub-contractors, his agents, servants or workmen as fully as if they were the acts, default and neglects of the Management Contractor, 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 Management Contractor one months' notice in writing.
- (B) On suspension or termination, the Management Contractor 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 Management Contractor. The Management Contractor 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 Management Contractor as a result of termination or suspension. The Employer reserves its right to claim for loss and damages against the Management Contractor 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 Management Contractor has to reimburse the same accordingly.
- (C) In the event of suspension or termination the Management Contractor 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 Management Contractor shall be entitled to such payments only if the suspension or termination is not attributable to default on the part of the Management Contractor.
- (E) In the event of suspension and subsequent resumption of this Agreement the Management Contractor 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 Director

The Management Contractor shall have the right to appeal to the Director against any instruction or decision of the Employer 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 Management Contractor 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 Management Contractor, 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 Management Contractor 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 Management Contractor do not wish the matter to be referred to mediation then either the Employer or the Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor must declare any interest if it is considered to be in real or apparent conflict with the Services. The Management Contractor 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 Management Contractor or any of his associated companies shall not undertake any services for a Management Contractor in respect of a contract between that Management Contractor and the Employer for which the Management Contractor 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 Management Contractor 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 Management Contractor, his servants and agents of all and singular the Services.
- (B) In the event that through no fault of the Management Contractor 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 Management Contractor shall each year lodge with the Employer a certificate signed by and on behalf of the Management Contractor'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 Management Contractor 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 Management Contractor'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 Management Contractor shall be held responsible for any claim, which arises from non-compliance with this clause.
- (B) The Management Contractor shall take all reasonable care so as not to cause any damage to property or not to cause any nuisance. The Management Contractor shall indemnify the Employer against any claim arising from default of the Management Contractor in this respect.

- (C) The Management Contractor 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 Management Contractor 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 Management Contractor; and
- (ii) the fee proposal submitted by the Management Contractor.

51 Code of Conduct for Staff

- (A) The Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor shall prohibit his employees, agents and sub-consultants / sub-contractors 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 Management Contractor 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 Management Contractor shall not disclose any information in relation to this Consultancy to any third party without the written consent of the Employer.

54 Management Contractor's Claims for Extras

(A) The Management Contractor 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 Management Contractor may consider himself entitled and of all extra or additional work contained in Management Contractor'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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor liquidated damages. The payment of such damages shall not relieve the Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor specifying all the work which, in the Employer's opinion, is required to be done by the Management Contractor before such certificate can be issued, in which case the Management Contractor 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 Management Contractor 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 Management Contractor'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 Management Contractor, 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 Management Contractor 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 Management Contractor to prepare and submit within 14 days of the Management Contractor 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 Management Contractor 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 Management Contractor.
- (ii) In the event that the Management Contractor is not subsequently instructed by the Employer to execute the Variation referred to in Clause 59(D)(i) above, the Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor'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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor.
- (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 Management Contractor.

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 Management Contractor 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 Management Contractor 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 Management Contractor 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 Management Contractor) 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 Management Contractor,

shall be the full sum to which the Management Contractor 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 Management Contractor 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 Management Contractor 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.

Special Conditions of Employment

for

Management Contract for

Innovation Centre

of

the Construction Industry Council

March 2017

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Special Conditions of Employment

SCE1 The following shall be added to Clause 58 of General Conditions of Employment:-

Practical Completion

SCE 1(1) - When, the occupation permit(s)/ or temporary occupation permit(s) as applicable for the building comprised in the works has been issued by local Government Department/Authority, as the work or any section thereof under this Contract have been substantially completed to the satisfaction of the THECIC and in the opinion of the Consultant Practical Completion of the section(s) is achieved and any tests prescribed have been satisfactorily passed, he shall, upon receipt of written consent from the CIC and on receiving a written undertaking by the Management Contractor to secure the completion of any outstanding works within the period agreed and stated in the undertaking, forthwith issue a certificate to that effect and Practical Completion of the Section(s) shall be deemed, for all the purposes of this Contract, to have taken place on the day named in such certificate. The Management Contract shall ensure that the works comprised in a Section which was achieved Practical Completion are maintained in good and substantial condition until the date of Practical Completion of the last section, save to the extent that damage shall have been caused by the act or neglect of the CIC, his agents or employees.

SCE 1(2) - Practical Completion of the Contract Works shall be deemed to have taken place on the date named in the Certificate of Practical Completion for the last section.

SCE2 Making Good Defects

SCE 2(1) - Any defects, shrinkages or other faults which shall appear within the Defects Liability Period stated in the Appendix and which are due to materials, goods or workmanship which are not in accordance with this Contract shall be specified by the Consultant in a schedule of defects which he shall deliver to the Management Contractor not later than 28 days after the expiration of the Defects Liability Period.

SCE 2(2) - Within a reasonable time after receipt of the schedule under Clause SCE 2(1), the Management Contractor shall secure the making good of the defects, shrinkages or other faults therein specified but, at no cost to the CIC unless the Consultant shall otherwise instruct; and if the Consultant does so otherwise instruct then an adjustment in respect of any such defects, shrinkages or other faults shall be made to the Prime Cost.

SCE 2(3) - Notwithstanding Clause SCE 2((1), the Consultant may, at any time before the end of the Defects Liability Period, issue Instructions requiring the Management Contractor to make good any defect, shrinkage or other fault which shall appear and which is due to materials, goods or workmanship not being in accordance with this Contract or the Works Contracts or to neglect or failure on the part of the Management Contractor and/or Works Contractors to comply with their respective obligations express or implied under the Contract and/or the relevant Works Contract and Management Contractor shall within a reasonable time after receipt of such Instructions comply or secure compliance with the same.

SCE 2(4) - When, in the opinion of the Consultant, any defects, shrinkages or other faults which he may have required to be made good under Clause SCE 2(1) shall have been made good, he shall issue a certificate to that effect, and completion of making good defects shall be deemed for all the purposes of this Contract to have taken place on the day named in such certificate.

SCE 2(5) - The cost of maintaining any parts of the Works under Clause SCE 1(1) or the cost of making good defects under this Clause SCE 2, including the Management Contractor's supervision and administration thereof, shall be borne by the Works Contractor in whose Works the defects occurred.

SCE 2(6) - If the Management Contractor fails to comply with his obligations under Clauses SCE 2(2) and 2(3), the CIC may engage others to do so and may deduct the cost incurred from any sums otherwise due to the Management Contractor.

SCE 3 Partial Possession of the Project

SCE 3(1) - If, at any time or times before the date of issue by the Consultant of the certificate of Practical Completion, the CIC wishes to take possession of any part or parts of the Project, then notwithstanding anything expressed or implied elsewhere in this Contract, the CIC may take possession thereof. The Consultant shall thereupon issue to the Management Contractor on behalf of the CIC a written statement identifying the part or parts of the Project taken into possession and giving the date when the CIC took possession (in Clause SCE3 referred to as "the relevant part").

SCE 3(2) - For the purposes of Clauses SCE 2(1) and 2(4), Practical Completion of the relevant part shall be deemed to have occurred, and the Defects Liability Period in respect of the relevant part shall be deemed to have commenced, on the relevant date.

SCE 3(3) - When, in the opinion of the Consultant, any defects, shrinkages or other faults in the relevant part which he may have required to be made good under Clause SCE 1(1) shall have been made good he shall issue a certificate to that effect.

SCE 3(4) - (Not Used)

SCE 3(5) - In lieu of any sum to be paid or allowed by the Management Contractor in respect of any period during which the Project may remain incomplete occurring after the relevant date, there shall be paid or allowed such sum as bears the same ratio to the sum which would be paid or allowed apart from the provisions of this Clause SCE 3(5) as the Contract Cost Plan Total less the amount contained therein in respect of the relevant part bears to the Contract Cost Plan Total.

SCE 4 Project Changes

SCE 4(4) - The Consultant may issue to the Management Contractor Instructions which may require Project Changes or Works Contract Variations; and shall issue Instructions in regard to the expenditure of provisional sums in Works Contracts.

SCE 5 Breach of Works Contract

SCE 5(1) - Subject to the remainder of this Clause SCE 5, the Management Contractor shall be fully liable to the CIC for any breach of the terms of this Contract, including any breach occasioned by the breach by any Works Contractor of his obligations under the relevant Works Contract.

SCE 5(2) - Notwithstanding anything contained elsewhere in this Contract, the following provisions shall apply in respect of any breach of, or non-compliance with, a Work Contract by a Works Contractor (which shall be deemed to include a determination of the employment of a Works Contractor, and also the engagement, as a result of such breach or non-compliance, of other persons to carry out part of, or the whole of, the Works under a Works Contract):-

- (a) The Management Contractor shall, in consultation with the Consultant and the CIC, take all necessary steps:-
- (i) to operate the terms of the Works Contract for dealing with such breach or non-compliance, including enforcement through arbitration or litigation if necessary, to obtain any amount due to the Management Contractor, including any amount for which the Management Contractor is liable to the CIC, under Clause SCE 5(1), as a result of the breach or non-compliance by the Works Contractor; and
 - (ii) to secure the satisfactory completion of the Project, including the engagement for that purpose of a further Works Contractor if such engagement is:-
 - (a) in accordance with the terms of the Works Contract with the Works Contractor who has failed to comply with the Works Contract or is in breach; or,
 - (b) is necessary because the employment of the Works Contractor under that Works Contract has been determined because of a breach or non-compliance; and
 - (iii) to meet claims for breach of the Works Contractor or any other claims properly made under the Works Contract Conditions, by Works Contractor, other than the Works Contractor who is in breach or who has failed to comply with the Works Contract, in respect of the consequences to them of such breach or non-compliance.
- (b) Without prejudice to any other rights or remedies which the CIC may possess against the Management Contractor in respect of any breach of contract or negligence of the Management Contractor in discharging his obligations under this Contract, the CIC shall:-
- (i) pay to the Management Contractor all amounts properly incurred by the Management Contractor in fulfilling the obligations set out in Clauses SCE 5(2)(a)(i) and 5(2)(a)(ii) but subject to the right of recovery by the CIC referred to in Clause SCE 5(2)(b)(iii);
 - (ii) keep an account of any liquidated damages due, but not deducted or recovered because the Completion Date has been exceeded by reason of the breach or non-compliance by a Works Contractor but shall not, except to the extent provided in Clause SCE 5(2)(b)(iii), recover such damages from the Management Contractor;
 - (iii) be entitled to recover from the Management Contractor all amounts paid or credited to the Management Contractor under Clause SCE5(2)(b)(i) as have been recovered by the Management Contractor from Works Contractor who is in breach or who has failed to comply with the Works Contract.
- (c) In respect of the claims properly made by Works Contractors as referred to in Clause SCE 5(2)(a)(iii) the Management Contractor shall be entitled to deduct from amounts in respect of the Works Contractor who is in breach or who has failed to comply with the

Works Contract and which are directed under Clause SCE9 the amount of such claims which he has paid, or is liable to pay, to such Works Contractor, together with any costs that he has incurred due to the breach or non-compliance. To the extent that the Management Contractor is not reimbursed by such deduction, he shall seek to recover any shortfall in that reimbursement from the Works Contractor who is in breach, or who has failed comply with the Works Contract, through arbitration or litigation if necessary. If, despite compliance by the Management Contractor with the terms of Clause SCE 5(2)(a)(i), the Management Contractor is not fully reimbursed then, without prejudice to any other rights or remedies which the CIC may possess against the Management Contractor, in respect of any breach of contract (other than by reason of the breach or non-compliance by the Works Contractor referred to in Clause SCE 5(2)(a)(i) or negligence of the Management Contractor in discharging his obligations under this Contract), the CIC shall pay to the Management Contractor the amount of that shortfall in reimbursement, but only to the extent and not further or otherwise that the whole or any part of that shortfall is due to the insolvency of the Works Contractor and/or any breach of contract or negligence of the CIC in discharging his obligations under this Contract.

SCE6 The following shall be added to Clause 31 of General Conditions of Employment:-

SCE 6(1) - The CIC shall pay the Management Contractor, in accordance with the provisions of Clause SCE 6:-

- (a) the Prime Cost of the Project; and
- (b) the Management Fee; and
- (c) the Cost of General Site Facilities and Preliminaries Item.

SCE 6(2) - The Consultant shall issue Interim Certificates to the Management Contractor within 14 days from the date of receiving the Management Contractor's Interim Payment Application stating the amount due to the Management Contractor from the CIC at the following times or periods:-

- (a) during the Pre-Construction Period; at the period stated in the Appendix under the reference to Clause SCE 6(2)(a);
- (b) from the Date of Possession up to and including the end of the period during which the certificate of Practical Completion is issued; at the period of Interim Certificates stated in the Appendix under the reference to Clause SCE 6(2)(b);

(c) after the end of the period of Interim Certificates during which the certificate of Practical Completion is issued, as and when further amounts are ascertained as payable to the Management Contractor by the CIC, provided always that the Consultant shall not be required to issue an Interim Certificate within one calendar month of having issued a previous Interim Certificate;

SCE 6(3) - The Management Contractor shall be entitled to payment of the amounts stated as due in each Interim Certificate within 30 days from the date of presentation of that Interim Certificate by the Management Contractor to the CIC.

SCE 6(4) - Notwithstanding the fiduciary interest of the CIC in the Retention as stated in clause SCE 7(2)(a), the CIC is entitled to exercise any right under this Contract of deduction from monies due, or to become due, to the Management Contractor against any amount so due under an Interim Certificate, whether or not Retention is included in that Interim Certificate.

SCE 7 Retention

SCE 7(1) - The Retention which the CIC may deduct and retain shall be:-

- (a) 10 per cent of any certified amount as relates to work which has not reached the Practical Completion as referred to in Clause SCE 1 of the Management Contract Conditions (or such other rate as stated in the Contract Particulars) up to a maximum of 5 per cent of the Maximum Cost of General Site Facilities and Preliminaries Item as stated in the Contract Particulars;
- (b) 2.5 per cent of any certified amount as relates to work which has reached Practical Completion as referred to in Clause SCE 1 of the Management Contract Conditions but until 12 months after the expiration of the Defects Liability Period or the Date of Certificate of Making Good Defects, whichever is later (or such other rate as stated in the Contract Particulars).

SCE 7(2) - The Retention, including that held in respect of all Works Contracts, shall be subject to the following rules:-

- (a) the CIC's interest in the Retention is fiduciary as trustee for the Management Contractor and for any Works Contractor (but without obligation to invest);
- (b) at the date of each Interim Certificate, the Consultant or, if so instructed by the Consultant, the Quantity Surveyor, shall prepare a statement setting out the total amount of Retention held at that date in respect of the Management Contractor and the total amount held in respect of each Works Contractor; and such statement shall be issued to the Management Contractor and by

the Management Contractor to each Works Contractor named in that statement;

- (c) if the CIC exercises the right to deduct referred to in Clause SCE 6(5) against any Retention he shall include, in the written information to the Management Contractor given under Clause SCE 6(5), details of any deduction from either the Retention held in respect of the Management Contractor or the Retention held for any Works Contractor (as set out in the statement issued under Clause SCE 7(2)(b)).

SCE 8 Effect of Certificates

SCE 8(1) - Except where otherwise specifically so provided, any certificate to be issued by the Consultant under the Conditions shall be issued to the CIC, and a duplicate copy thereof shall be sent at the same time to the Management Contractor.

SCE 8(2) - The Final Certificate shall in no circumstances be conclusive evidence of any of the matters referred to in this Contract. Without prejudice to the foregoing generality the said Final Certificate shall, in no circumstances, be proof of the sufficiency of any design and/or workmanship for which any Works Contractor is responsible to the CIC under a CIC / Works Contractor Agreement or to the Management Contractor.

SCE 8(3) - No certificate of the Consultant shall of itself be conclusive evidence that any work, materials or goods to which it relates are in accordance with this Contract.

SCE 9 Duties required from Management Contract and the Consultant

SCE 9(1) - The Management Contractor shall fulfill all the duties required from him under each Works Contract.

SCE 9(2) - The Consultant shall, on the issue of each Interim Certificate, direct the Management Contractor as to the amounts in respect of each Works Contractor which are included in the amount stated as due in such Interim Certificate.

SCE 9(3) - Where any Works Contractor requests the Management Contractor, who shall forthwith send such requests to the Consultant, that he has been informed directly by the Consultant of the amount included for him in each relevant Interim Certificate, the Consultant shall so inform that Works Contractor as soon as is reasonably practicable after the receipt of the Works Contractor's request from the Management Contractor.

SCE 9(4) - The Management Contractor shall immediately inform the Consultant of all notifications from Works Contractors of the practical completion of their works together with the Management Contractor's observations thereon. When, in the opinion of the Consultant practical completion of a Works Contractor's works is achieved, he shall consent to the Management Contractor issuing a certificate of practical completion to the relevant Works Contractor in accordance with clause of the Works Contract Conditions.



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
 - (a) 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:-
 - i. 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:
 - i. Loss and damage to the works under the Contract;
 - ii. Third party liability

Refer to **Section B** for an **insurance synopsis** 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 Contractor 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 1 st January 2017 to 24:00 31 st 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

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

Section II – Liability to Third Party

	<u>HK\$</u>
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 freight (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)
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..

2. Relevant Mandatory Safety Training Certificates (please select one of the following clauses)

All subcontractors of all tiers and employees employed by the Contractor to work in the CIC premises under the Contract shall :

- ☐ hold valid Construction Industry Safety Training Certificates (commonly known as "Green Cards") and any other relevant mandatory certificates required for safe operation of the works.
- ☒ hold valid Construction Industry Safety Training Certificates (commonly known as "Green Cards") and Specified Trade Safety Training Certificates (commonly known as "Silver Cards") and any other relevant mandatory certificates required for safe operation of the works.

3. 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.

4. 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.

5. 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.

6. 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

Tender Reference No.: (296) in P/AE/PUR/AGC

Period of Validity: From commencement date to completion date per contract

Location of Works / Services: CIC Kowloon Bay Training Centre, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong

No. of pages for this document: 8

This document was issued on: 14-Mar-2017

The Contractor's Declaration

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.

Name of Contractor: _____

Signature with Company Chop: _____

Date: _____

