



19 March 2025

Dear Sir / Madam,

Tender Reference No. (585) in P/AE/PUR/AGC
Invitation to Tender for the Provision of WIFI End of Life Hardware Replacement
for the Construction Industry Council

You are invited to submit a tender for the Provision of WIFI End of Life Hardware Replacement for the Construction Industry Council as specified in the tender documents.

1. Your tender proposal, **in copies specified in the tender**, should be submitted in two separate sealed envelopes.
2. The tenderer shall deposit two separate sealed envelopes with labels as specified below into the tender box located at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong** **not later than 12:00 noon on 2 April 2025.** Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Provision of WIFI End of Life Hardware Replacement for the Construction Industry Council"
 - b) Label with "Fee Proposal for Provision of WIFI End of Life Hardware Replacement for 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 or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 a.m. – 6:18 p.m.) on the tender closing date, the closing time will be postponed to 12:00 noon of the next working day.

5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.
6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
7. The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.
8. There will be a briefing session and site visit session at **10:00 am on 24 March 2025, G/F, HKIC – Sheung Shui Campus, 1 Fung Nam Road, Sheung Shui, New Territories**. Interested tenderers shall complete and return the reply slip in **Appendix G** by e-mail: kelvinlee@cic.hk or fax to 2100 9439 no later than 5:00 p.m. on 21 March 2025 confirming the attendance of the said tender briefing and site visit session and state clearly the number of attendees for CIC's arrangement. Interested tenderers **MUST attend** the tender briefing and site visit session. Otherwise, the tender return shall not be considered and shall be disqualified
9. The tender documents can be downloaded from CIC's website: http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/.
10. During the tender evaluation stage, the tenderer may be requested to attend a tender interview which tentatively scheduled in early April 2025 to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. 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.
11. For queries regarding this tender invitation or/and tender process, please contact Mr. Kelvin LEE, Assistant Manager - Procurement, on telephone 2100-9425 or via e-mail: kelvinlee@cic.hk.

Yours sincerely,



Eric LEE
Manager – Procurement

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	<u>Reference</u>
Technical Proposal	
1. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 2.1.1, 2.1.2 and 2.1.3
3. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes (if any) (a) Detailed timeline and working programme (b) Method Statements (c) Technical Requirements Compliance Table	Conditions of Tender, Appendix A Clause 3.1, 3.2 and 3.3
4. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
5. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
Fee Proposal	
6. Form of Tender	Conditions of Tender, Appendix C
7. Fee Proposal	Conditions of Tender, Appendix D

Note: The tenderer is required to submit all information specified in Appendix A of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may not be considered.

“Please be reminded that NO COMMERCIAL OR COST INFORMATION SHALL BE INCLUDED IN TECHNICAL SUBMISSION. You are reminded that should any commercial or cost information be included in this Technical Submission, you may be disqualified from this Tender.”

Construction Industry Council

Provision of WIFI End of Life Hardware Replacement for the Construction Industry Council

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

"Confidential"	Construction Industry Council (CIC) The Tender Box	TENDER
Technical Proposal	G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong	
	Ref. No.: [(585) in P/AE/PUR/AGC] Provision of WIFI End of Life Hardware Replacement for the Construction Industry Council	
	Name of Tenderer: _____	
	Closing Time and Date: <u>12:00 noon on 2 April 2025</u>	



"Confidential"	Construction Industry Council (CIC) The Tender Box	TENDER
Fee Proposal	G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong	
	Ref. No.: [(585) in P/AE/PUR/AGC] Provision of WIFI End of Life Hardware Replacement for the Construction Industry Council	
	Name of Tenderer: _____	
	Closing Time and Date: <u>12:00 noon on 2 April 2025</u>	

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

請詳細填寫本申請表並交回：

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

(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 Registered Specialist Trade Contractors Scheme (RSTCS).
請貴公司確認是否在註冊專門行業承造商制度 (RSTCS) 下的註冊分包商。

Yes, RSTCS Number :
是, 註冊專門行業承造商制度註冊編號 :

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

Trade of Services 服務行業

類別一 - 供應商

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)

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- 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 the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- 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 the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- | | | |
|--------------------------|-------|--|
| <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 the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- | | |
|---|---|
| <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) |

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- | | | |
|--------------------------|------|---|
| <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) |

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- | | | | |
|--------------------------|--------------------------|------|--|
| | <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 | | Environmental Engineering & Waste Disposal (環保工程及廢物處理) |
| | <input type="checkbox"/> | 8.1 | Asbestos Removal (清理石棉) |
| | <input type="checkbox"/> | 8.2 | Dumping - Construction Materials (建築物廢料處理) |
| | <input type="checkbox"/> | 8.3 | Grease Trap Cleaning & Maintenance (隔油池清洗及保養) |
| | <input type="checkbox"/> | 8.4 | Environment Planning (環保規劃) |
| | <input type="checkbox"/> | 8.5 | Environment Recycling (環保再造) |
| | <input type="checkbox"/> | 8.6 | Sewage Treatment (污水處理) |
| | <input type="checkbox"/> | 8.7 | Tree Risk Assessment (樹木風險評估) |
| | <input type="checkbox"/> | 8.8 | Waste & Scrap Disposal (廢置材料回收) |
| <input type="checkbox"/> | 9 | | Office Furniture & Equipment (辦公室傢俱及設備) |
| | <input type="checkbox"/> | 9.1 | Carpet / Floor Mat (地毯) |
| | <input type="checkbox"/> | 9.2 | CCTV System (閉路電視監控系統) |
| | <input type="checkbox"/> | 9.3 | Chair (椅子) |
| | <input type="checkbox"/> | 9.4 | Cleaning Supplies (清潔用品) |
| | <input type="checkbox"/> | 9.5 | Cleaning Tools (清潔工具) |
| | <input type="checkbox"/> | 9.6 | Clock & Watch (鐘錶) |
| | <input type="checkbox"/> | 9.7 | Communication System (通信系統) |
| | <input type="checkbox"/> | 9.8 | Curtain & Blinds (窗簾及百葉簾) |
| | <input type="checkbox"/> | 9.9 | Doorphone System (門禁系統) |
| | <input type="checkbox"/> | 9.10 | Electric Household Appliance (家用電器) |
| | <input type="checkbox"/> | 9.11 | Filing Cabinet / Locker (文件櫃/儲物櫃) |
| | <input type="checkbox"/> | 9.12 | Glass & Accessory (玻璃及配件) |
| | <input type="checkbox"/> | 9.13 | Ink Cartridges, Toner Cartridges & Ribbons (打印機油墨盒, 碳粉盒及色帶) |
| | <input type="checkbox"/> | 9.14 | Information Display System and Service (資訊顯示系統和服務) |
| | <input type="checkbox"/> | 9.15 | Kitchen Equipment (廚房設備) |
| | <input type="checkbox"/> | 9.16 | Lighting / Bulb (照明/燈泡) |
| | <input type="checkbox"/> | 9.17 | Medicine & Health Supplies (藥物及健康) |
| | <input type="checkbox"/> | 9.18 | Office / Storage Container (辦公室/貯物貨櫃) |
| | <input type="checkbox"/> | 9.19 | Partition Panel and Accessory (屏風及附件) |
| | <input type="checkbox"/> | 9.20 | Paper (紙張) |
| | <input type="checkbox"/> | 9.21 | Paper Shredder / Laminator (碎紙機 / 過膠機) |
| | <input type="checkbox"/> | 9.22 | Pantry Supplies (茶水間用品) |
| | <input type="checkbox"/> | 9.23 | Paper Towels & Tissues (紙巾及廁紙) |
| | <input type="checkbox"/> | 9.24 | Sign (門牌) |
| | <input type="checkbox"/> | 9.25 | Stage & Accessory (舞台用品) |
| | <input type="checkbox"/> | 9.26 | Stationery (文具) |
| | <input type="checkbox"/> | 9.27 | Steel Desk (鋼枱) |
| | <input type="checkbox"/> | 9.28 | Wall Board Assembly (組合壁板) |
| | <input type="checkbox"/> | 9.29 | Water Dispenser & Service (飲水機及服務) |
| | <input type="checkbox"/> | 9.30 | Wooden Desk (木枱) |
| <input type="checkbox"/> | 10 | | Printing & Photocopying Services (印刷及複印服務) |
| | <input type="checkbox"/> | 10.1 | Printing of Annual Report (印刷年報) |
| | <input type="checkbox"/> | 10.2 | Printing of Aluminium Roll-Up Screen (印製易拉架) |
| | <input type="checkbox"/> | 10.3 | Printing of Booklet & Handouts (印刷小冊子及講義) |
| | <input type="checkbox"/> | 10.4 | Printing of Certificate (印刷證書) |
| | <input type="checkbox"/> | 10.5 | Printing of Company Letterhead Materials (印刷公司印刷品) |
| | <input type="checkbox"/> | 10.6 | Printing of Flag / Banner (印製旗/旗幟) |

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- | | | | |
|--------------------------|--------------------------|-------|---|
| | <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) |

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- | | | |
|-----------------------------|---------------------------------|---|
| <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 Modelling (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) |

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

- 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 Modelling (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)

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

(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 the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

PART V - CERTIFICATION 第五部 - 證明

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

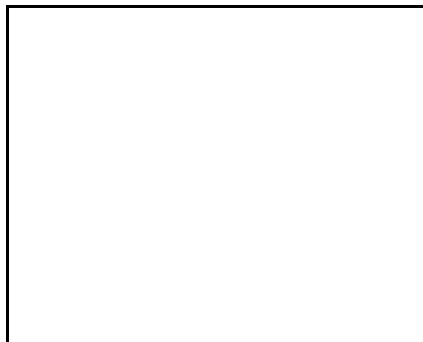
- (1) CIC will use the provided information for the purpose of processing this registration form and dealing with our procurement-related matters.
提供的資料會用作本議會處理有關申請登記成為本議會之一般供應商及與採購相關的事宜。
- (2) Under the provisions of the Personal Data (Privacy) Ordinance (Cap.486), you have the right to request access to or correction of personal data. Written requests should be addressed to CIC.
根據個人資料(私隱)條例(第486章), 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一般供應商, 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 General Vendor List.

本人謹代表上述公司, 申請登記成為建造業議會一般供應商。



(Space for company chop)
(公司印鑑)

Signature:

簽署:

Name in block letters:

姓名(正楷):

Designation:

職銜:

Date:

日期:

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表 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 General Vendor List (Form PRO-01)
已填妥建造業議會一般供應商登記申請書
- 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 General Vendor List (Form PRO-01)
已填妥建造業議會一般供應商登記申請書
- Copy of valid Business Registration Certificate
有效的商業登記證文件副本
- Relevant product / service catalogue(s)
有關產品 / 服務目錄
- Company profile
公司簡介
- Past 2 years financial report
最近兩年之財務報表
- Past 3 years relevant job reference with the contract amount under each selected item category(s)
最近三年每個選定類別之相關工作參考及合同金額
- Relevant construction works licence(s)
有關工程牌照
- Quality Assurance policy
質量保證政策
- Health and Safety policy
健康及安全政策
- Quality Management System certification(s) (if any)
品質管理系統認證 (如有)
- Reference/ appreciate letter(s) (if any)
參考/感謝信 (如有)

Note : 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
**Provision of WIFI End of Life Hardware
Replacement**

for
The Construction Industry Council

Employer

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

March 2025

Provision of WIFI End of Life Hardware Replacement
for
the Construction Industry Council

List of Tender Documents

	Page
1. Conditions of Tender	CT-1
2. Appendices to Conditions of Tender	
Appendix A – Details for Technical Submission	CT-11
Appendix B – Standard Letter for Complying with Anti-Collusion Clause	CT-14
Appendix C – Form of Tender	CT-16
Appendix D – Fee Proposal	CT-18
Appendix E – Tender Evaluation Procedures and Criteria	CT-24
Appendix F – Reply Slip for Declining Bid	CT-27
Appendix G – Reply Slip for Tender Briefing and Site Visit Session	CT-29
3. Assignment Brief and its Annexes	AB-1 to AB-25 & Annex A – D
4. Memorandum of Agreement	MA-1 to MA-3
5. General Conditions of Contract	CC-1 to CC-58
6. Contractor's Safety Requirements	11 Pages
7. Guidelines On Work-Above-Ground Safety	21 Pages

Conditions of Tender
for
**Provision of WIFI End of Life Hardware
Replacement**

for The
Construction Industry Council

Table of Contents

Clause	Page
1 Notes to Tenderers	CT-2
2 Invitation	CT-2
3 Tenderers' Response to CIC Enquiries	CT-2
4 Completion of Tender	CT-3
5 Tender Briefing and Site Visit Session	CT-6
6 Tender Interview	CT-7
7 Tender Evaluation	CT-7
8 Tenderer's Commitment	CT-7
9 Amendments	CT-8
10 Award of Contract	CT-8
11 Rights to Exercise	CT-8
12 Submitted Documents	CT-9
13 Enquiries	CT-10
APPENDIX A – Details for Technical Submission	CT-11
APPENDIX B – Standard Letter for complying with Anti-Collusion Clause	CT-14
APPENDIX C – Form of Tender	CT-16
APPENDIX D – Fee Proposal	CT-18
APPENDIX E – Tender Evaluation Procedures and Criteria	CT-24
APPENDIX F – Reply Slip for Declining Bid	CT-27
APPENDIX G – Reply Slip for Tender Briefing and Site Visit Session	CT-29

1 Notes to Tenderers

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

2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the "CIC") to submit proposal and bid for Provision of **Provision of WIFI End of Life Hardware Replacement**. Further details are given in the **Assignment Brief and its Annexes (if any)**.
- 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 TWO (2) working days to submit such requested information. Any clarification made shall be at the tenderer's own cost and expense.

4 Completion of Tender

- 4.1 The tenderer is required to submit all information specified in **Appendix A** of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in **Appendix B** of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may 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 (if any)**.
- 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 sufficient before submitting the tender. Under no circumstances will the CIC accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.
- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as "technical proposal") in one envelope and the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as "fee proposal") in a separate envelope. Failure to do so will render the tender void.
- 4.6 The tenderer shall submit **ONE (1)** hard copy and corresponding files in electronic form (e.g. in MS Word / MS Excel / PDF format) stored in an electronic medium (eg: USB / CD-ROM / DVD-ROM) of the technical proposal in a sealed envelope marked "Technical Proposal" and **ONE (1)** hard copy 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 **G/F, Hong Kong**

Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong by 12:00 noon on 2 April 2025. 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 or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 am – 6:18 pm) 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 in CIC's opinion is unreasonably low in terms of price and may therefore affect the tenderer's capability in carrying out and complete the services and delivering the deliverables in accordance with the Assignment Brief and its Annexes (if any).
- 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.
- 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 sufficient 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 CIC will not consider prices missing in Unit Rate, Total Value and Total Amount. The Unit Rate will be used should the Total Value and / or Total Amount have any discrepancy with the Unit Rate. No adjustment will be made for fluctuations in salaries, material prices and exchange rates of currencies.
- 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 or withdraw 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. 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 consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
- (c) his bankers in relation to financial resources for the Contract
- (3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. The signatory to the letter shall be a person authorized to sign CIC contracts on the tenderers's behalf.
- (4) The tenderer shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.
- 4.29 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of CIC. Any breach of the clause by the tenderer shall, without affecting the tenderer's liability for such breach, invalidate his tender.
- 4.30 The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.

5 Tender Briefing and Site Visit Session

- 5.1 Tenderer MUST attend a tender briefing session and site visit at the time and place as stated in the tender invitation. Otherwise, the tender return shall not be considered and shall be disqualified.
- 5.2 Interested tenderers should complete and return the reply slip in Appendix G by fax or e-mail to the Procurement 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 the CIC's arrangement.

- 5.3 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 may be requested to attend a tender interview which tentatively scheduled in early April 2025 to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. 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.
- 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 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 In view that tender interview forms part of the technical assessment, tenderers should NOT disclose any fee related information during the interview including PowerPoint presentation and handouts. Failure to do so may result in disqualification of tender.
- 6.5 Each interview presentation should be no longer than 30 minutes, including a 15 minutes presentation session and 15 minutes questions and answers session.

7 Tender Evaluation

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

8 Tenderer's Commitment

- 8.1 All information and responses from the tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the tenderer and may be incorporated into

and made part of the Contract between the CIC and the successful tenderer.

- 8.2 The CIC reserves the right to disqualify any tender that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned on the Assignment Brief and its Annexes (if any).
- 8.3 Tender shall remain valid and open for acceptance for **120 days** after the tender closing date.

9 Amendments

- 9.1 The CIC reserves the right to amend or withdraw the Assignment Brief and its Annexes (if any) before acceptance of a tender.
- 9.2 The CIC may issue Tender Addendum and / or Replies to Tender Queries no later than SEVEN (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 Proposal Submission Guideline

13.1 Interested tenderers shall submit their proposals no later than the tender closing time. The proposal shall include the following information, omission of any documents in the submission before the deadline may result in disqualification, subject to the assessment panel's decision:

1) Contractor and Hardware Vendor Information:

- a) Company name, address, contact details, and a brief overview of your organisation.
- b) Relevant experience in deploying Wi-Fi infrastructure projects of similar scale and complexity.
- c) Proposed composition and organisation of project team with qualifications, experience and capability of team members in carrying out similar works
- d) Certifications and partnerships with networking equipment manufacturers, if applicable.

2) Technical Approach:

- a) Detailed description and drawings of the proposed Wi-Fi network design and architecture.
- b) Equipment specifications, including models, quantities, and any additional hardware or software required.
- c) Information on how the proposed plan addresses coverage, capacity, CIC's requirement and potential interference challenges.
- d) A compliance table for all the technical specifications in this assignment brief.

3) Implementation Plan and Approach:

- a) Milestones, timelines, and deliverables for the deployment of the Wi-Fi infrastructure.
- b) Resources and personnel dedicated to the project, including their qualifications and experience.

- c) Methodology of the project management

4) On-going Management and Support Plan:

- a) Monitoring Solution
- b) Key monitoring metrics for Wi-Fi and Network Connectivity
- c) Incident Management Procedure
- d) Service Level Agreements

5) Safety

- a) Details safety control
- b) Safety risk analysis
- c) Further refer to assignment brief – Safety Requirements

6) Pricing:

- a) A comprehensive breakdown of all costs associated with the project, including hardware, software, installation, maintenance, and support.
- b) Any proposed pricing models, such as upfront costs, recurring fees, or service-level agreements.

7) Reference:

- a) Contact information for at least three references from previous Wi-Fi infrastructure projects within the last 3-year.

14 Enquiries

- 14.1 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
Assistant Manager - Procurement
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 Technical Submission

**To be included
in
Technical Proposal**

The Tenderer is required to provide all details as described in the technical submission therein.

1. Tenderer’s Track Record & Project Reference

- 1.1 The tenderer is required to provide company’s profile, background and expertise;
- 1.2 The tenderer is required to provide a full list of project references undertaken in the **past EIGHT (8) 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 1.3 below.
- 1.3 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.

	Name of your Client / Organization		
Scope of work			
Project Type (Scale and complexities)			
Organisation Type		Involved Stakeholders Type	
Project Cost		Project Duration	
Completion Date			

- 1.4 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 shall describe this information in the tender submission at best endeavours will be asked to describe this information to the Assessment Panel during the tender interview.

2. Tenderer's Staff Resources

2.1 Organization and Qualification of Proposed Project Team

2.1.1 The tenderer shall submit:

- (a) 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, in particular the Project Manager, Technical Staff, Registered Safety Officer, and Administrative supporting staff (if any), as stated in Section 8 of the Assignment Brief.

2.1.2 The project team members shall possess the required **Qualifications, Professional Knowledge and Relevant Experience** to supply the Deliverables as outlined in the Assignment Brief and its Annexes (if any).

2.1.3 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 or Supporting Team Members (Yes/No)
- d) Language (Chinese/English/Both)
- e) Qualifications / relevant certificates
- f) Years of Relevant Experience
- g) Relevant experience in projects of similar nature mentioned in the Assignment Brief
 - i. For project manager - (especially of wireless, deployment, and scale to the project) including brief descriptions of the scope, project type and duration
 - ii. For technical staff - (especially of wireless security, wireless radio design, network switch) including brief descriptions of the scope, project type and duration
 - iii. For safety officer - (especially of work above ground, calling, IT related project) including brief descriptions of the scope, project type and duration
- h) Duties and Responsibilities in the Assignment
- i) Proposed input (in man-day) from each project team member

Project Team Structure and Qualifications
(using the following format to list the team information)

	Proposed Roles / Title / Post in this project		
Name of Proposed Team Member		Core Team or Supporting Team	
Language			
Qualifications / relevant certificates			
Years of relevant experiences			
Relevant experience in projects of similar nature			
Duties and responsibilities in the assignment			
Proposed input (in man-day) from each project team member			

3. Project Approach and Requirements

3.1 The tenderer is required to submit the following to demonstrate his capabilities in fulfilling the project approach and technical requirements and to present all the deliverables outlined in the Assignment Brief and its Annexes (if any):-

(i) **Detailed timeline and working programme** shall be provided (in the form of a linked bar chart preferred) identifying the critical path to carry out and complete all the tasks described in this Assignment Brief and included but not limited to the following activities:

- (a) Design Development - design development periods for the main areas of work, Employer design presentation and Employer approvals.
- (b) Procurement Activities - purchase order, manufacturing period, testing and delivery.
- (c) Installation Activities - key elements of the construction including equipment installation, testing, commissioning, waste disposal and handover procedure.
- (d) Maintenance Activities - maintenance activities, which will be carried out under the Contract during the nursing and standard support service period.

(ii) A completed **Method Statement** must be submitted to demonstrate a full understanding of the Assignment, the method statement should included but not limited to the followings:-

- (a) Overall approach in undertaking the Assignment brief
 - Demonstrate full understanding of the program/project scope, routing design requirements, fulfillment and adaptability
 - Service transition, Platform Functionality, Capacity and Ease of use (e.g. seamless integration with easy-to-use management portal, results and management reports where applicable)
 - Detailed method statements in undertaking the Works in particular:
 - Structure Cabling (applicable when the optional items be selected)
 - Network Cabling
 - Installation of the network equipment
 - Installation of the Wi-Fi equipment
- (b) Detailed approach in the Feasibility Study on design of the structure cabling infrastructure and Wi-Fi infrastructure, including but not limited to:
 - Number of indoor and outdoor access points
 - Number of indoor and outdoor mounting kits and accessories
 - Number of access point licenses for indoor and outdoor
 - Number of wireless LAN controller (if applicable) and its license

- Number of construction cables (assume the average length between AP and switch is 80 meters)
 - Number of patch cord
- (c) Detailed approach for safety and cybersecurity measure and controls for the installation and replacement activities including but not limited to equipment installation, testing, commissioning, waste disposal etc.
- 3.2 The tenderer shall refer to the other requirements laid down in the Assignment Brief of the tender document.
- 3.3 Technical Requirement Compliance Table to be submitted in Excel in the following format stating an item-by-item compliance of the proposed configuration of the System to our requirements in Sections 3 and 4 of the Assignment Brief. If configuration or customization is required to fulfill certain system requirement/functionality, please specify the number of man-days for CIC's reference.

For those requirements mentioned on Section 3.3, Item "a", Section 3.3.1, Item "a", Section 3.3.2 Items "a", and "e", Section 3.3.3, Item "a" and Section 12 of the Assignment Brief, if these items are indicated as non-compliant or functionality is not provided (NC) in the Contractor's compliance table, his tender will not be considered for tender evaluation.

Relevant Section No. in Assignment Brief	System Requirement/ Functionalities	Compliance Type	No. of Man-day for Configuration/Customisation
3.1	Project Management and Technical Staff		
a	Responsible for the overall project management.		
b	>8 years Project management experience for the assigned project manager		
c	>8 years technical experience for the assigned technical staff		
3.2	Existing WIFI environment analysis		
a	Conduct onsite passive WIFI survey using professional software and tools such as Ekahau+sidekick based on business requirements (Annex D in assignment brief).		
b	Understanding the purpose of the WIFI usage and propose the appropriate materials used for walls and partitions mounting.		
c	Provide the survey report in original survey file format and a version of PDF.		
d	<p>The report should include, but not limited to</p> <ul style="list-style-type: none"> • Survey walking path. • The signal strength of all CIC SSIDs for 2.4GHz and 5GHz. • The secondary highest signal strengths for 2.4GHz and 5GHz. • Signal strength interference for 2.4GHz and 5GHz. • Channel overlapping for 2.4GHz and 5GHz. • Signal-to-Noise Ratio (SNR) for 2.4GHz and 5GHz. • Estimated access point locations. 		

3.3	Technical Specification - Wi-Fi		
a	The access point (AP) must be approved by the Office of the Communication Authority of Hong Kong.		
b	All the APs shall be same brand.		
c	All the APs shall be compatible with CIC's current management platform.		
3.3.1	Indoor Equipment Requirement		
a	The new indoor AP shall support Wi-Fi 7 (IEEE 802.11be), and support up to three 320 MHz channels in 6 GHz, MLO, and 4K QAM.		
b	The new indoor AP support channel bandwidth with 20/40 MHz for 2.4Ghz, 20/40/80/160 MHz for 5Ghz, 20/40/80/160.320 MHz for 6Ghz.		
c	The new indoor AP must support all previous standards, such as Wi-Fi6E (802.11ax), Wi-Fi6 (802.11ax), Wi-Fi5 (802.11ac), Wi-Fi4 (802.11n), 802.11g, 802.11a, 802.11b.		
d	The new indoor AP shall support 802.3at/bt PoE (class 4 or higher).		
e	The new indoor AP has three 2x2 MIMO radios and three Wi-Fi 7 bands (2.4, 5, and 6 GHz) with flexibility to support dual 5 GHz or dual 6 GHz radios1.		
f	The new indoor AP shall support Fast Roaming (802.11r).		
g	The new indoor AP shall integrate Bluetooth 6 and 802.15.4 radios for Zigbee.		
h	The new indoor AP shall support multiple PSK on same SSID for allocating the VLAN.		
i	The new indoor AP shall have two ethernet wired network ports (RJ-45), and support Auto-sensing link speed (100/1000/2500/5000BASE-T) and MDI/MDX.		
j	The new indoor AP shall support the LACP (Link aggregation) on those two ethernet ports.		

k	The new indoor AP shall support 802.3az Energy Efficient Ethernet (EEE).		
l	The new indoor AP shall support WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE).		
m	The new indoor AP shall support 802.1X (EAP-PEAP/TLS/TTLS/SIM/AKA).		
n	The new indoor AP shall support Encryption with WEP, TKIP, AES.		
o	The new indoor AP shall support inter/Intra-SSID client isolation.		
p	The new indoor AP shall operate normally with temperatures: 0C to +50C, and relative humidity: 5% to 95%.		
q	The new indoor AP shall be able to mount horizontal or vertical.		
r	The new indoor AP shall support WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE).		
s	The new indoor AP shall support 802.1X (EAP-PEAP/TLS/TTLS/SIM/AKA).		
3.3.2	Indoor (Meeting Room > 12 seats) Equipment Requirement		
a	The new indoor AP shall support Wi-Fi 7 (IEEE 802.11be), and support up to three 320 MHz channels in 6 GHz, MLO, and 4K QAM.		
b	The new indoor AP support channel bandwidth with 20/40 MHz for 2.4Ghz, 20/40/80/160 MHz for 5Ghz, 20/40/80/160.320 MHz for 6Ghz.		
c	The new indoor AP must support all previous standards, such as Wi-Fi6E (802.11ax), Wi-Fi6 (802.11ax), Wi-Fi5 (802.11ac), Wi-Fi4 (802.11n), 802.11g, 802.11a, 802.11b.		
d	The new indoor AP shall support 802.3at/bt PoE (class 4 or higher).		
e	The new indoor AP has three 4x4 MIMO radios and three Wi-Fi 7 bands (2.4, 5, and 6 GHz) with flexibility to support dual 5 GHz or dual 6 GHz radios1.		

f	The new indoor AP shall support Fast Roaming (802.11r).		
g	The new indoor AP shall integrate Bluetooth 6 and 802.15.4 radios for Zigbee.		
h	The new indoor AP shall support multiple PSK on same SSID for allocating the VLAN.		
i	The new indoor AP shall have two ethernet wired network ports (RJ-45), and support Auto-sensing link speed (100/1000/2500/5000BASE-T) and MDI/MDX.		
j	The new indoor AP shall support the LACP (Link aggregation) on those two ethernet ports.		
k	The new indoor AP shall support 802.3az Energy Efficient Ethernet (EEE).		
l	The new indoor AP shall support WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE).		
m	The new indoor AP shall support 802.1X (EAP-PEAP/TLS/TTLS/SIM/AKA).		
n	The new indoor AP shall support Encryption with WEP, TKIP, AES.		
o	The new indoor AP shall support inter/Intra-SSID client isolation.		
p	The new indoor AP shall operate normally with temperatures: 0C to +50C, and relative humidity: 5% to 95%.		
q	The new indoor AP shall be able to mount horizontal or vertical.		
r	The new indoor AP shall support WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE).		
s	The new indoor AP shall support 802.1X (EAP-PEAP/TLS/TTLS/SIM/AKA).		

3.3.3	Outdoor Equipment Requirement		
a	The new outdoor AP shall support Wi-Fi standards Wi-Fi6E (802.11ax), Wi-Fi6 (802.11ax), Wi-Fi5 (802.11ac), Wi-Fi4 (802.11n), 802.11g, 802.11a, 802.11b.		
b	The new outdoor AP shall support Dual-Band 2x2 Wi-Fi 6 or above.		
c	The new outdoor AP shall support PoE standard with 802.3af/at.		
d	The new outdoor Wi-Fi equipment shall support different operation models such as AP/CPE (STA)/Bridge/Repeater.		
e	The new outdoor AP support channel bandwidth with 20/40 MHz for 2.4Ghz.		
f	The new outdoor AP support channel bandwidth with 20/40/80 MHz for 5Ghz.		
g	The new outdoor AP support channel bandwidth with 20/40/80/160.320 MHz for 6Ghz.		
h	The new outdoor AP shall be able to connect the external antennas.		
i	the contractor shall provide suitable external antennas to broadcast the radios.		
j	The new outdoor AP shall support Water and Dust–IP66/67.		
k	The new outdoor AP shall support WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE).		
l	The new outdoor AP shall support 802.1X (EAP-PEAP/TLS/TTLS/SIM/AKA).		
m	The new outdoor AP shall support Encryption with WEP, TKIP, AES.		
n	The new outdoor AP shall support inter/Intra-SSID client isolation.		
o	The new outdoor AP shall operate normally with temperatures: -40° C to +55° C, and relative humidity: Up to 95%.		
p	The new outdoor AP shall support 802.3at/bt PoE (class 4 or higher).		

q	The new outdoor AP shall support multiple PSK on same SSID for allocating the VLAN.		
r	The new outdoor AP shall support DFS channel dis-selection function.		
3.3.4	WIFI Signal Requirements		
a	The highest RSSI for all SSIDs shall be higher than -65dBm for all bands, 2.4Ghz, 5Ghz, and 6Ghz (if the new AP supports the Wi-Fi 7 or Wi-Fi6E) for all decided Wi-Fi signal coverage areas when new AP transmission power at 75% of maximum transmission power.		
b	The secondary RSSI for all SSIDs shall be higher than – 70dBm for all bands, 2.4Ghz, 5Ghz, and 6Ghz (if the new AP supports the Wi-Fi 7 or Wi-Fi6E) for all decided Wi-Fi signal coverage areas when new AP transmission power at 75% of maximum transmission power.		
c	The SNR shall be higher than 25dBm for all decided Wi-Fi signal coverage areas when new AP transmission power at 75% of maximum transmission power.		
d	There is NO channel overlapping for 5Ghz and 6Ghz when the new AP transmission power at 75% of maximum transmission power.		
3.3.5	WIFI Capacity and bandwidth requirement (Details refer to Assignment brief).		
3.3.6	WIFI Equipment installation requirements		
a	All Wi-Fi equipment must be installed in compliance with the hardware vendor's official installation guideline.		
b	All Wi-Fi equipment must be installed in a secure and safe method.		
c	All Wi-Fi equipment shall be installed away from all interference sources, such as electrical transformers, microwave cookers, mirrors, etc.		
d	All Wi-Fi equipment shall be installed on a point which able to perform maintenance in the future, such as adjusting the position, hardware placement.		

3.4	Solution Proposal.		
3.5	Hardware Delivery.		
3.6	WIFI equipment provisioning before mounting.		
3.7	Access Point Physical Installation.		
3.8	Further configuration and signal finetuning.		
3.9	Full WIFI Post Survey and Final Configuration Update.		
Wi-Fi coverage, security and capacity requirement			
a	The Wi-Fi network shall provide seamless coverage throughout all the areas.		
b	The Wi-Fi network shall support applications requiring high and stable bandwidth such as video streaming and video conferencing.		
c	The Wi-Fi network shall support and be configured with multiple SSIDs (Service Set Identifiers) with a mix of identity-based login (mac address, user name/password pair, etc) and pre-shared key, allowing for the creation of separate networks for different user groups, such as residents, staff, IoT devices, etc.		
d	The Wi-Fi network shall support assigning of IPs/VLANs based on different PSK, user profiles, and/or device types.		
e	The solution shall support Wi-Fi security, including advanced encryption and authentication protocols, such as WPA2/WPA3-Enterprise.		
f	The Wi-Fi network shall be easy to manage and monitor, with centralised management tools (cloud platform preferred) allowing remote configuration, monitoring, and troubleshooting.		
g	The solution shall have a monitoring system that can detect and alert on network issues, such as network downtime, high bandwidth usage, or security incidents.		

h	The solution shall support proactive maintenance that can automatically report disconnections and faults to the maintenance providers. Automatic dispatch of staff onsite is required for prolonged outages/disconnections of any networking devices (including the access points).		
i	The Wi-Fi network shall be easy and intuitive to use and log in, with a simple login process and user-friendly interface. The interface and all instructions language shall be selectable in English, Traditional Chinese, and Simplified Chinese.		
j	Management console shall support SAML single-sign-on using Azure Active Directory.		
k	Management console shall support SCIM for account life-cycle management.		
l	The network shall provide high-quality connectivity and fast speeds, ensuring users can access the Internet and their applications quickly and reliably.		
m	For Wi-Fi devices utilising mac address randomisation, an algorithm shall be provided for associating different mac addresses with the user's identity.		
n	The solution shall have a mechanism to mitigate the client's mac address randomisation versus trackability.		
	For client isolation, the solution:		
o	<ul style="list-style-type: none"> • Shall support device isolation 		
p	<ul style="list-style-type: none"> • Shall support isolation settings per SSID 		
q	<ul style="list-style-type: none"> • Shall support different isolation settings per VLAN (each SSID could have multiple VLANs) 		

r	The network shall be designed to support different types of devices, such as smartphones, laptops, IoT devices, and smart TVs etc.		
s	Support for remote management and monitoring of network infrastructure components and IoT devices.		
t	Support for network visualisation tools, such as heat maps and topology maps, to aid in planning and troubleshooting.		
u	Set up necessary resilient identity solution that integrates with CIC's systems. This includes but not limited to the workforce identity provider (Azure AD) and occupant identity (in the form the databases / APIs).		
v	Develop aggregated daily usage reports of the Wi-Fi network, including bandwidth utilisations, total bandwidth, total clients, successful logins, failed logins, etc.		
w	Report of individual in/out time based on client login history, AP associations, and roaming logs. Logs with 15-minute time difference could be considered as multiple records.		
3.10	Technical Specification – Structure Cabling (Optional Items)		
a	Conduct civil and conduit work for overhead and aerial cabling.		
b	Structure cabling for fibre cable (both single mode or multi mode fibre cable subject to the proposed design and architecture).		
c	Installation of pole for AP mounting.		
d	Fiber Laying from the 5.1 switch to switch closet.		
e	Copper wire (Cat 6a) from access switches to AP mounting.		
f	Provide all necessary patching cable, patching panel for copper and fiber.		

g	Logical naming labelling that is uniquely and easily to identify each cabling components shall be provided at both ends. The label shall contain a unique identification as outlined in the documentation and/or layout drawings. Suggested naming scheme for the labelling shall include, but not limited to, Source & Destination, Rack No, Grid No, Patch Panel No, Outlet No and Outlet Port No.		
h	All cables, faceplates, sockets, patch panels, equipment racks, etc. shall be individually labelled. The labels shall be ANSI/TIA-606-A compliance using laser printer label, thermal printer label or hand-held printer label.		
i	A complete naming scheme for all cables and all labelling materials and its sample shall be submitted for approval prior the labelling works.		
j	Install warning signs in visible locations on or near cable trays/wire/conduit after installation.		
5	Nursing and Maintenance		
5.1	The Contractor should provide free nursing period for at least four (4) weeks after completion of implementation of each phase.		
5.2	Provision of 1-year standard support services by certified support services provider in 5 days x 8 hours x Next Business Day (RMA delivery) after completion of the Implementation of phase 2.		
5.3	The support services shall include phone and email inquiries.		
5.4	The Contractor must fix critical problems within the same day; and minor problems within 1 week after being notified. If the issues are out of the scope of the projects, the Contractor should give an acceptable explanation.		
5.5	Onsite and offsite support services for hardware and software problem diagnostics, hardware RMA / Swapping, and software fix.		

5.6	The contractor performs regular firmware updates and security patches during business hours and non-business hours.		
12	Safety		
12.1	All arrangements of the Services shall consider safety and health issues. The Contractor should ensure his staff to work safely to comply with the Occupational Safety and Health Ordinance and regulations / rules laid down by other related departments or the CIC. The CIC will not bear any liability for any results caused by breach of the Ordinance, any rules, and regulations. Please strictly follow the rules in “Contractor's Safety Requirement” and “Work Above Ground Safety Guideline, and services” carried out in compliance with General Conditions of Contract.		
12.2	The registered safety officer shall be one of core project team members, he/she shall be responsible for monitoring safety on-site when there are works.		
12.3	Due to safety regulation of CIC’s premises, the Contractor should pose Green Card, provide, and equip Safety Helmet, Safety shoes and reflective vest for any personnel who is going to enter a construction site(s) / area. CIC reserve the rights to suspend the works if above requirements cannot be fulfilled.		
12.4	To perform dynamic risk assessments on site and make sure the crew always conform with the required safety requirements and observe and respond to any potential safety hazards. And provide safety briefing before conducting the daily works.		
12.5	The Contractor is required to attend a safety briefing session (approximate duration: within THREE (3) hours) held by CIC.		
12.6	The Contractor is required to provide method statement after awarded, including description of works, manpower arrangement, equipment required and details of working method & procedure.		

12.7	The contractor shall provide all necessary equipment/tools worker for work-above-ground safety.		
12.8	Dust control to meet CIC's standard.		
12.9	Waste disposal handling to meet CIC's standard.		

#Legend to be used for 'Compliance Type' column

Legend	Description
FC	Fully Compliant
BC	Compliant by configuration
RC	Compliant but requires customization
OF	Optional supported feature requiring additional license/subscription
EX	External Integration requiring additional license/subscription
RM	Compliant in future product roadmap (within 12 months)
NC	Non-compliant or functionality is not provided

4. Documents and Information to be submitted for the Technical Proposal

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

<u>Particulars</u>	<u>Reference</u>
Technical Proposal	
1. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 2.1.1, 2.1.2 and 2.1.3
3. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes (if any) <ul style="list-style-type: none"> a. Detailed timeline and working programme b. Method Statements c. Technical Requirement Compliance Table 	Conditions of Tender, Appendix A Clause 3.1,3.2 and 3.3
4. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
5. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E

Note: The tenderer is required to submit all information specified in Appendix A of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may not be considered.

“Please be reminded that NO COMMERCIAL OR COST INFORMATION SHALL BE INCLUDED IN TECHNICAL SUBMISSION. You are reminded that should any commercial or cost information be included in this Technical Submission, you may be disqualified from this Tender.”

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

To: Construction Industry Council (CIC)

Date:

**To be included
in
Technical Proposal**

Dear Sir/Madam,

Tender Ref: _____ (585) in P/AE/PUR/AGC

Tender Title: _____ Provision of Wi-Fi End Of Life Hardware Replacement

*[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] consultants 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 [_____]
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
PROVISION OF WI-FI END OF LIFE HARDWARE REPLACEMENT
FOR
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, Assignment Brief, Memorandum of Agreement, General Conditions of Contract, Contractor's Safety Requirements and Guidelines On Work-Above-Ground Safety thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief, Memorandum of Agreement, General Conditions of Contract, Contractor's Safety Requirements and Guidelines On Work-Above-Ground Safety and the tender proposals submitted herewith within 23 weeks including Sundays and Public Holidays from the project commencement for completion of the Implementation Phase 2 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
PROVISION OF WI-FI END OF LIFE HARDWARE REPLACEMENT
FOR THE
CONSTRUCTION INDUSTRY COUNCIL

The 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.

Schedule of Rates

Table 1 – Mandatory Items

Item	Relevant Item(s) in Assignment Brief	Description of Deliverables	Amount (HK\$)
1	Assignment Brief Section 3.3	Wi-Fi infrastructure hardware	
2	Assignment Brief Section 3.1 – 3.2 and 3.4 - 4	Implementation and professional service	
3	Assignment Brief Section 5	Maintenance and standard support services	
		Total (Mandatory Items):	

Detailed breakdown of tender price for Mandatory Items

No.	Description	Quantity	Unit	Unit Rate (HK\$)	Total (HK\$)
1	Wi-Fi Hardware (indoor)				
1.1	Access Point				
1.2	Access Point mounting kit				
1.3	Access Point license (3 years)				
1.4	Patch cable				
1.3	Others (If applicable)				
2	Wi-Fi Hardware (outdoor)				
2.1	Access Point				
2.2	Access Point mounting kit				
2.3	Access Point license (3 years)				
2.4	Patch cable				
2.5	Others (If applicable)				
3	Implementation and professional service				
4	Maintenance and standard support service				

Fee Proposal for Optional Deliverables

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

Table 2 - Optional Item

Item	Relevant Item(s) in Assignment Brief and its Annexes (if any)	Description of Optional Deliverables	Quantity	Unit	Unit Rate (HK\$)
1	Assignment Brief Section 3.10	Structure Cabling between new Access Point locations and Switches Racks in Server/Hub room	1	Job	

Detailed breakdown of tender price for Optional Item

No.	Description	Quantity	Unit	Unit Rate (HK\$)	Total (HK\$)
1.1	One structure cable (Cat6A) between the Access Point and PoE switches (assume average length is 80 meters) at the server room or hub room;				
1.2	Manpower of wiring the structure cable (Cat6A) between the Access Point and PoE switches				
1.3	Manpower of coordination the structure cable (Cat6A) between the Access Point and PoE switches				

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 Contractor, the 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 Contractor to produce the concerned deliverables and to complete the tasks and services. The payment schedule is as follows:-

Core Item

Deliverable No.	Deliverable Description	Completion Date	Payment Schedule (%)
1	Project Commencement	The date as stated on the Project Commencement Letter (D)	10%
2	Completion of Hardware delivery to CIC provided locations	D + 6 weeks	40%
3	Completion of the Implementation Phase 1 (Details refer: Annex C on Assignment Brief)	D + 12 weeks	20%
4	Completion of System Nursing for Phase 1	D + 16 weeks (4 weeks after the completion of the implementation phase 1)	
5	Completion of the Implementation Phase 2 (Details refer: Annex C on Assignment Brief)	D + 23 weeks	20%
6	Completion of System Nursing for phase 2	D + 27 weeks (4 weeks after the completion of the implementation 2)	10%
		Total	100%

Optional Item

Deliverable No.	Deliverable Description	Payment Schedule (%)
1	On actual basis upon satisfactorily receipt or approve respective optional / additional item by the CIC	100%

Date for Commencement	The date as stated on the Project Commencement Letter. Project Commencement Letter – A written notification by the Employer regards to the commencement of Works.
Date for Completion	27 weeks from the Date of Commencement
Liquidated and Ascertained Damages	At the rate of HK\$7,000 per day

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 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 70% and 30% respectively.
- 1.4 If the technical assessment mark in Table 1 below is less than 50% 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 (%)
<p>Assessment will be based on the following criteria:-</p> <ol style="list-style-type: none"> 1. Contractor’s Profile, Job Reference and Track Record (15%) <ol style="list-style-type: none"> a. Contractor’s company profile, background and expertise b. Contractor’s Track Record and relevant experience in past EIGHT (8) years as of Tender Closing Date 2. Composition of the Proposed Project Team (15%) <ol style="list-style-type: none"> a. An organization chart indicating the proposed project team structure with all project team members and administration staff; b. Proposed input (in man-day) from each project team member including a full-time safety officer for work-above-ground during the project implementation, and a safety officer in visiting basis for maximum 20 nos. of maintenance activity during 1 year support contract; and c. Profile of Project Manager and core project team members to be deployed for this Assignment 3. Overall Approach (50%) <p>Approaches to fulfil the scopes of the Assignment and requirements set in this Assignment Brief:</p> <ol style="list-style-type: none"> a. Full understanding of the program/project scope, routing design requirements, safety, cybersecurity requirement, fulfillment and adaptability [20 marks] b. Service transition, Platform Functionality, Capacity and Ease of use (e.g. seamless integration with easy-to-use management portal, results and management reports where applicable) [15 marks] c. Provide overall solution required hardware, including but not limited [15 Marks] <ol style="list-style-type: none"> i. Number of indoor and outdoor access points ii. Number of indoor and outdoor mounting kits and accessories iii. Number of access point licenses with 3 years for indoor and outdoor iv. Number of wireless LAN controller (if applicable) and its license v. Number of patch cord 4. Proposed Programme for Project Delivery (10%) <p>Detailed timeline and working programme to carry out and complete all the tasks described in this Assignment Brief [10 marks]</p> 5. Tenderer’s Performance in CIC’s Past Projects (10%) 		<p>15%</p> <p>15%</p> <p>50%</p> <p>10%</p> <p>10%</p>
Total:		100%

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

$$70 \times \frac{\text{Technical assessment mark of the subject tender}}{\text{Highest technical assessment mark of all tenders}}$$

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:

$$30 \times \frac{\text{Lowest total lump sum fee of all tenders}}{\text{Total lump sum fee of the subject tenders}}$$

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 (C1.2.2) and the weighted fee assessment score (C1.3.2).

APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (585) in P/AE/PUR/AGC, Closing Date: 2 April 2025), I/we regret that I am/we are unable to bid due to the following reason(s):

(Please tick against the box(es) where applicable)

Inadequate time to prepare tender proposal. Suggested timeframe for proposal preparation: _____ days

Invitation document contains insufficient details.
Suggested supplementary details:

Work scope too broad. Would you consider bidding if the work scope is reduced?

Yes

No

Or which part(s) of the work scope shall be reduced to facilitate your consideration in bidding (please specify)?

Work scope too narrow. Would you consider bidding if the work scope is broadened?

Yes

No

Or what supplementary details shall be added to facilitate your consideration in bidding (please specify)?

Not interested in this type of service.

- Working at full capacity at the moment.
- Work scope beyond firm's / organisation's expectation.
- Cannot meet project time schedule. Suggested timeframe for the project:
_____ months
- Requirements / Specifications too restrictive.
- Others (please specify):

Signature: _____

Full Name of Contact Person: _____

Position: _____

Name of Company: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Date: _____

Note:

- 1) Please return the completed reply slip to E-mail: kelvinlee@cic.hk or fax no: 2100 9439 no later than 12:00 p.m. on 2 April 2025.
- 2) Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-mail: kelvinlee@cic.hk for any enquiry.

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

I/We would like to attend the tender briefing and site visit session for the Provision of WIFI End of Life Hardware Replacement for the Construction Industry Council at 10:00 a.m. on 19 March 2025 at G/F, HKIC – Sheung Shui Campus, 1 Fung Nam Road, Sheung Shui, New Territories.

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

Note:

1. Each Tenderer shall register three attendees at most.
2. Please return the completed reply slip to E-mail: kelvinlee@cic.hk or fax no: 2100 9439 no later than 5:00 p.m. on 21 March 2025.
3. Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-Mail: kelvinlee@cic.hk for any enquiry.

Assignment Brief

for

Provision of WIFI End of Life Hardware Replacement

for

Construction Industry Council

March 2025

© 2025 Construction Industry Council

The contents of this document remain the property of the Construction Industry Council, and may not be reproduced or represented in whole or in part without the expressed permission of the Construction Industry Council.

Table of Contents

	Page
1. Background	3
2. Objectives	3
3. Project Requirement	5
4. Deliverables	13
5. Nursing and Maintenance	14
6. Brief Programme	14
7. Management of the Contractor	15
8. Contractor’s Office and Staffing	16
9. Payment Schedule	17
10. Intellectual Property Rights	17
11. Confidentiality	18
12. Safety Requirements	18
Annex A - Indemnity and Intellectual Property Right Indemnities	20
Annex B - RACI Model of Members in Project Organization	21
Annex C - Locations and Existing Access Point Quantity	24
Annex D – Wi-Fi Coverage Requirements	25

1. Background

- 1.1 The Construction Industry Council (CIC) is a statutory body that performs functions relevant to the construction industry, including training and those functions conferred or imposed on it by or under the Construction Industry Council Ordinance (Cap 587) or any other enactment. More information about CIC can be found on its public website (<http://www.cic.hk>).
- 1.2 The CIC provides wireless connectivity service to staff, students, guests, and Internet of Things (IoT) across CIC offices, the Hong Kong Institute of Construction (HKIC) Campus, and HKIC training grounds (https://www.cic.hk/eng/main/aboutcic/contact_us/contact_details/)
- 1.3 Current Wi-Fi signals covering specific areas at the CIC location only.
- 1.4 The existing Wi-Fi access point may be installed upper of the ceiling.
- 1.5 The Wi-Fi signal coverage has diminished due to various renovations and the repurposing of workshops.
- 1.6 There are new wireless requirements for IoT and mobile devices, specifically regarding wireless connectivity bandwidth, cybersecurity, stability, and coverage.
- 1.7 The current brand of access point is Aerohive Networks, Inc, and models are AP305C, AP460C, AP130, and AP230.
- 1.8 There are 779 Access Points have been installed on the CIC campus, offices, and training ground (detail in Annex C).
- 1.9 The current Wi-Fi equipment will be EOL (end of life) in Nov 2025.

2. Objectives

- 2.1 The purposes of the Wi-Fi Enhancement project are as follows:
 - (a) Wi-Fi Coverage Enhancement
 1. Ensure that new solutions meet the Wi-Fi coverage requirements of businesses.
 2. Ensure that new solutions meet the potential connectivity requirements through the Wi-Fi network.
 - (b) Wi-Fi Connectivity Experience Enhancement
 1. Provide a Wi-Fi network with low latency and high bandwidth.
 2. Adopt the latest Wi-Fi industry standards – Wi-Fi 7 (IEEE 802.11be).
 3. Offering a smooth roaming experience for users.

(c) Wi-Fi Stability Enhancement

1. Ensure that the solution provides high availability for Wi-Fi services, even in the event of wireless equipment failures.

(d) Wi-Fi Network Management Enhancement

1. Provide a high-availability management platform for efficient management of the Wi-Fi network.
2. Offering an easy-to-use and automated platform for Wi-Fi network management.

(e) Supply the corresponding access points which meet the requirements below section 3.3.

(f) Provide the required hardware for access point installation.

3. Project Requirement

3.1 Project Management

The Contractor is responsible for the project management of the project and provides the following services but not limited to:

- 3.1.1 Be responsible for the total project management and act as a single contact point to the CIC regarding all related activities of the project.
- 3.1.2 Take the lead in coordinating the CIC with various other parties for the smooth implementation of the project. The other parties include but not limited to sub-consultants who may be involved to design and maintenance of the new Wi-Fi enhancement project.
- 3.1.3 Resolve conflicts, risks, and safety issues the entire project life cycle.
- 3.1.4 Oversee and monitor the progress of various activities during the project life cycle to ensure that these activities are completed according to the implementation schedule and meet the Project requirements.
- 3.1.5 Plan and schedule meetings at appropriate time points during the project life cycle;
- 3.1.6 Report progress, follow up all outstanding issues with all related parties, suggest solutions, and resolve difficulties throughout the project; and
- 3.1.7 Conduct any other activities which are necessary for the satisfactory completion of the Project. Please refer to Annex B - RACI Model of Members in Project Organization for details.

3.2 Existing Wi-Fi Environment Analysis

Existing Wi-Fi coverage understating

- 3.2.1 Conduct an on-site passive Wi-Fi survey using professional software and tools such as Ekahau + sidekick.
- 3.2.2 Gain an understanding of the workshop's purpose.
- 3.2.3 Determine the materials used for walls and partitions.
- 3.2.4 The on-site survey will cover all areas based on business requirements (see annex D for details).
- 3.2.5 Provide the original survey file format to CIC and a version of PDF.
- 3.2.6 Provide an on-site survey report with a heatmap of the Wi-Fi signal information and the corresponding floor plan.

The report should include, but not be limited to, the following information:

- Survey walking path.

- The signal strength of all CIC SSIDs for 2.4GHz and 5GHz.
- The secondary highest signal strengths for 2.4GHz and 5GHz.
- Signal strength interference for 2.4GHz and 5GHz.
- Channel overlapping for 2.4GHz and 5GHz.
- Signal-to-Noise Ratio (SNR) for 2.4GHz and 5GHz.
- Estimated access point locations.

3.2.7 Schedule a technical discussion session with CIC to explain the report on a per-floor basis, highlighting existing issues, limitations, and potential problems.

3.3 New Wi-Fi requirements

3.3.1 Wi-Fi indoor equipment requirements

- (a) The new indoor AP (access point, same as below) must be approved by the Office of the Communications Authority of Hong Kong for import and allowed to be used in Hong Kong.
- (b) The new indoor AP shall be the same brand for all indoor AP.
- (c) The new indoor AP shall be compatible with CIC's current management platform.
- (d) The new indoor AP shall support Wi-Fi 7 (IEEE 802.11be), and support up to three 320 MHz channels in 6 GHz, MLO, and 4K QAM.
- (e) The new indoor AP support channel bandwidth with 20/40 MHz for 2.4Ghz.
- (f) The new indoor AP support channel bandwidth with 20/40/80/160 MHz for 5Ghz.
- (g) The new indoor AP support channel bandwidth with 20/40/80/160.320 MHz for 6Ghz.
- (h) The new indoor AP must support all previous standards, such as Wi-Fi6E (802.11ax), Wi-Fi6 (802.11ax), Wi-Fi5 (802.11ac), Wi-Fi4 (802.11n), 802.11g, 802.11a, 802.11b.
- (i) The new indoor AP shall support 802.3at/bt PoE (class 4 or higher).
- (j) The new indoor AP has three 2x2 MIMO radios and three Wi-Fi 7 bands (2.4, 5, and 6 GHz) with flexibility to support dual 5 GHz or dual 6 GHz radios¹.
- (k) The new indoor AP shall support Fast Roaming (802.11r).
- (l) The new indoor AP shall integrate Bluetooth 6 and 802.15.4 radios for Zigbee.
- (m) The new indoor AP shall support multiple PSK on same SSID for allocating the VLAN.
- (n) The new indoor AP shall have two ethernet wired network ports (RJ-45), and support Auto-sensing link speed (100/1000/2500/5000BASE-T) and MDI/MDX.
- (o) The new indoor AP shall support the LACP (Link aggregation) on those two ethernet ports.
- (p) The new indoor AP shall support 802.3az Energy Efficient Ethernet (EEE).

- (q) The new indoor AP shall support WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE).
- (r) The new indoor AP shall support 802.1X (EAP-PEAP/TLS/TTLS/SIM/AKA).
- (s) The new indoor AP shall support Encryption with WEP, TKIP, AES.
- (t) The new indoor AP shall support inter/Intra-SSID client isolation.
- (u) The new indoor AP shall operate normally with temperatures: 0C to +50C, and relative humidity: 5% to 95%.
- (v) The new indoor AP shall be able to mount horizontal or vertical.

3.3.2 Wi-Fi indoor (Meeting room > 12 seats) equipment requirements

- a) The new indoor AP (access point, same as below) must be approved by the Office of the Communications Authority of Hong Kong for import and allowed to be used in Hong Kong.
- b) The new indoor AP shall be the same brand for all indoor AP.
- c) The new indoor AP shall be compatible with CIC's current management platform.
- d) The new indoor AP shall support Wi-Fi 7 (IEEE 802.11be), and support up to three 320 MHz channels in 6 GHz, MLO, and 4K QAM.
- e) The new indoor AP support channel bandwidth with 20/40 MHz for 2.4Ghz.
- f) The new indoor AP support channel bandwidth with 20/40/80/160 MHz for 5Ghz.
- g) The new indoor AP support channel bandwidth with 20/40/80/160.320 MHz for 6Ghz.
- h) (The new indoor AP must support all previous standards, such as Wi-Fi6E (802.11ax), Wi-Fi6 (802.11ax), Wi-Fi5 (802.11ac), Wi-Fi4 (802.11n), 802.11g, 802.11a, 802.11b.
- i) The new indoor AP shall support 802.3at/bt PoE (class 4 or higher).
- j) The new indoor AP has three 4x4 MIMO radios and three Wi-Fi 7 bands (2.4, 5, and 6 GHz) with flexibility to support dual 5 GHz or dual 6 GHz radios¹.
- k) The new indoor AP shall support Fast Roaming (802.11r).
- l) The new indoor AP shall integrate Bluetooth 6 and 802.15.4 radios for Zigbee.
- m) The new indoor AP shall support multiple PSK on same SSID for allocating the VLAN.
- n) The new indoor AP shall have two ethernet wired network ports (RJ-45), and support Auto-sensing link speed (100/1000/2500/5000BASE-T) and MDI/MDX.
- o) The new indoor AP shall support the LACP (Link aggregation) on those two ethernet ports.
- p) The new indoor AP shall support 802.3az Energy Efficient Ethernet (EEE).
- q) The new indoor AP shall support WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE).
- r) The new indoor AP shall support 802.1X (EAP-PEAP/TLS/TTLS/SIM/AKA).
- s) The new indoor AP shall support Encryption with WEP, TKIP, AES.
- t) The new indoor AP shall support inter/Intra-SSID client isolation.
- u) The new indoor AP shall operate normally with temperatures: 0C to +50C, and relative humidity: 5% to 95%.
- v) The new indoor AP shall be able to mount horizontal or vertical.

3.3.3 Wi-Fi Outdoor Equipment Requirements

- (a) The new outdoor AP (access point, same as below) must be approved by the Office of the Communications Authority of Hong Kong for import and allowed to be used in Hong Kong.
- (b) The new outdoor AP shall be the same brand for all indoor AP.
- (c) The new outdoor AP shall be compatible with CIC's current management platform (Aruba Central).
- (d) The new outdoor AP shall support Wi-Fi standards Wi-Fi6E (802.11ax), Wi-Fi6 (802.11ax), Wi-Fi5 (802.11ac), Wi-Fi4 (802.11n), 802.11g, 802.11a, 802.11b.
- (e) The new outdoor AP shall support Dual-Band 2x2 Wi-Fi 6 or above.
- (f) The new outdoor AP shall support PoE standard with 802.3af/at.
- (g) The new outdoor Wi-Fi equipment shall support different operation models such as AP/CPE (STA)/Bridge/Repeater.
- (h) The new outdoor AP support channel bandwidth with 20/40 MHz for 2.4Ghz.
- (i) The new outdoor AP support channel bandwidth with 20/40/80 MHz for 5Ghz.
- (j) The new outdoor AP support channel bandwidth with 20/40/80/160.320 MHz for 6Ghz.
- (k) The new outdoor AP shall be able to connect the external antennas.
- (l) the contractor shall provide suitable external antennas to broadcast the radios.
- (m)The new outdoor AP shall support Water and Dust–IP66/67.
- (n) The new outdoor AP shall support WPA, WPA2, and WPA3 – Enterprise with CNSA option, Personal (SAE), Enhanced Open (OWE).
- (o) The new outdoor AP shall support 802.1X (EAP-PEAP/TLS/TTLS/SIM/AKA).
- (p) The new outdoor AP shall support Encryption with WEP, TKIP, AES.
- (q) The new outdoor AP shall support inter/Intra-SSID client isolation.
- (r) The new outdoor AP shall operate normally with temperatures: -40° C to +55° C, and relative humidity: Up to 95%.
- (s) The new outdoor AP shall support 802.3at/bt PoE (class 4 or higher).
- (t) The new outdoor AP shall support multiple PSK on same SSID for allocating the VLAN.
- (u) The new outdoor AP shall support DFS channel dis-selection function.

3.3.4 Wi-Fi signal requirements

- (a) The highest RSSI for all SSIDs shall be higher than -65dBm for all bands, 2.4Ghz, 5Ghz, and 6Ghz (if the new AP supports the Wi-Fi 7 or Wi-Fi6E) for all decided Wi-Fi signal coverage areas when new AP transmission power at 75% of maximum transmission power.
- (b) The secondary RSSI for all SSIDs shall be higher than – 70dBm for all bands, 2.4Ghz, 5Ghz, and 6Ghz (if the new AP supports the Wi-Fi 7 or Wi-Fi6E) for all

decided Wi-Fi signal coverage areas when new AP transmission power at 75% of maximum transmission power.

- (c) The SNR shall be higher than 25dBm for all decided Wi-Fi signal coverage areas when new AP transmission power at 75% of maximum transmission power.
- (d) There is NO channel overlapping for 5Ghz and 6Ghz when the new AP transmission power at 75% of maximum transmission power.

3.3.5 Wi-Fi capacity and bandwidth requirements

Type of location	Minimal capacity requirement (number of devices)	Minimal bandwidth per device
Classroom	3 x number of seat	24Mbps (1440P, 60fps, H.264)
Event venues	2 x number of seat	24Mbps (1440P, 60fps, H.264)
workshops	2 x number students	24Mbps (1440P, 60fps, H.264)

3.3.6 Wi-Fi equipment installation requirements

- (a) All Wi-Fi equipment must be installed compliance with the hardware vendor's official installation guideline.
- (b) All Wi-Fi equipment must be installed in a secured and safe method.
- (c) All Wi-Fi equipment shall be installed away from all interference sources, such as electrical transformers, microwave cookers, mirrors, etc.
- (d) All Wi-Fi equipment shall be installed on a point which able to perform maintenance in the future, such as adjusting the position, hardware placement.
- (e) All new APs shall be installed in an exposed position on the ceiling or the wall as much as possible.

3.3.7 CAT6A copper cable requirements

Scenario	Constructed copper cable
Category	CAT6A or above
Standards	ANSI/TIA-568.2-D
Construction	UTP
AWG	23
Scenario	Copper patch cord
Category	CAT6A or above
Standards	ANSI/TIA-568.2-D
Construction	UTP
AWG	26

3.4 New Wi-Fi solution proposal

3.4.1 New Wi-Fi Solution Proposal

- a. The contract shall perform a Wi-Fi signal simulation based on the requirements outlined in section 3.3.
- b. The contractor shall conduct virtual/on-site meeting(s) with CIC to explain the simulation.
- c. The contractor shall adjust the simulation criteria based on the feedback received from CIC.
- d. The contractor shall provide Wi-Fi signal simulation report(s) that include the following information:
 - The simulation report must display a "mobile" view of the signal heatmap on the floor plans provided by CIC.
 - The simulation report must indicate the number of outdoor and indoor access points required to meet the requirements in Section 3.3.
 - The simulation report must show the location and positioning of the outdoor and indoor access points on the floor plans provided by CIC.
 - The simulation report must illustrate the installation method for both indoor and outdoor access points.
- e. The solution proposal should specify the brand of access points for both indoor and outdoor use, along with the antenna model (if an external antenna is used).
- f. The contractor shall list all requirements for the wired network that need to be met to comply with the requirements outlined in section 3.3.
- g. The contractor shall propose the copper cable routing path between the indoor/outdoor access points and the PoE switches in the Hub room(s) on each floor, ensuring that the cable routing path does not exceed a length of 100 meters.

3.4.2 Provide Wi-Fi hardware following the requirements outlined in Section 3.3

- a. The contractor shall supply the appropriate quantity of indoor access points as determined by the simulation.
- b. The contractor shall supply the necessary quantity of outdoor access points as determined by the simulation.
- c. The contractor shall supply the necessary quantity of antennas for outdoor access points.
- d. The contractor shall provide mounting kits and materials for both indoor and outdoor access points, enabling the access points to be securely mounted on walls or ceilings.
- e. The contractor shall supply patch cables for connecting access points to the plane, and patch plane to PoE switches.

3.5 Hardware delivery

- 3.5.1 The contractor shall deliver all equipment in this project to locations in Hong Kong according to the project phases.
- 3.5.2 The contractor shall confirm that the quantity and model match CIC ordered.

- 3.5.3 The contractor shall deliver enough CAT6A patch cords between the cable wall box and AP, between rack cable patch panel and switches before AP mounting.

3.6 Wi-Fi equipment provisioning before mounting

- 3.6.1 Unpack all hardware boxes.
- 3.6.2 Stick the label in front of the AP (the label can be visible after mounted).
- 3.6.3 The content of the label shall include the AP name, base MAC address.
- 3.6.4 The content of the label shall be visible and clear away from 10 meters.
- 3.6.5 Connect the new APs to the CIC management VLAN.
- 3.6.6 The contractor shall verify that the new APs can successfully register on the AP management servers or management cloud portal.
- 3.6.7 The contractor shall update all APs to the latest software version.
- 3.6.8 The contractor shall update the AP Management IP address provided by CIC.
- 3.6.9 The contractor shall configure and provision all SSIDs (up to 15 SSIDs) with their respective sub-configuration.
- 3.6.10 The contractor shall verify the clients can connect to the SSIDs by using the configured authentication method.
- 3.6.11 The contractor shall provide sufficient AP licenses with 3 years of support.
- 3.6.12 The contractor shall extend the installation services for the floors under construction and shall complete the hardware installation once the construction is finished.

3.7 Access Point Physical Installation

The scope of access point physical installation shall be included but not limited to below tasks

- 3.7.1 The contractor shall install the AP on the decided position and location
- 3.7.2 The contractor shall provide a certificated wireless network engineer(s) to be on-site during the new access point installation or replacement
- 3.7.3 The contractor shall provide registered safety officer(s) during the AP installation or replacement.
- 3.7.4 The contractor shall ensure the new APs are installed at the decided location and position from the simulation report.
- 3.7.5 The contractor shall ensure the new APs are installed in secure and safe method.
- 3.7.6 The contractor shall ensure all APs can be online and can be connectivity reachable by the management server or cloud portal.
- 3.7.7 The contractor shall mark the new AP hostname and its base MAC address (matches with the management server or portal) on the corresponding location on floor plans, and provide the floor plan with all new APs information to CIC in editable software copy (MS Word or PDF).

3.8 Further Configuration and Signal finetuning

The scope of further Configuration and Signal fine-tuning shall be included but not limited to below tasks

- 3.8.1 The contractor shall conduct the small area (1 floor) for the Wi-Fi post-on-site survey as an example.
- 3.8.2 The contractor shall analyze the Wi-Fi post-survey to adjust the signal or configuration for new access points to meet the Wi-Fi requirements in section 4.3.
- 3.8.3 The contractor shall new updated radio profile to all APs after the signal finetuning.

3.9 Full Wi-Fi Post Survey and Final Configuration Update

The scope of Full Wi-Fi Post Survey and Final Configuration Update shall be included but not limited to below tasks

- 3.9.1 The contractor shall conduct a full (all areas which installed new AP) post-on-site Wi-Fi survey, the survey report shall include but not be limited to the below items
 - (a) Survey the walking path.
 - (b) The signal strength of all CIC SSIDs for 2.4GHz, 5GHz and 6Ghz.
 - (c) The secondary highest signal strengths for 2.4GHz 5GHz and 6Ghz.
 - (d) Signal strength interference for 2.4GHz 5GHz and 6Ghz.
 - (e) Channel overlapping for 2.4GHz 5GHz and 6Ghz.
 - (f) Signal-to-Noise Ratio (SNR) for 2.4GHz 5GHz and 6Ghz.
- 3.9.2 Adjust the radio profile to basic on the post-survey report to fulfill the equipment in section 3.3.

3.10 Technical Specification – Structure Cabling (Optional Items)

The scope of optional item of structure cabling between new Access Point locations and Switches Racks in Server/Hub room shall be included but not limited to below tasks

- (a) Conduct civil and conduit work for overhead and aerial cabling.
- (b) Structure cabling for fibre cable (both single mode or multi mode fibre cable subject to the proposed design and architecture).
- (c) Installation of pole for AP mounting.
- (d) Fiber Laying from the main switch to switch closet.
- (e) Copper wire (Cat 6a, assuming the average length is 80 meters) from access switches to AP mounting.
- (f) Provide all necessary patching cable which match number of new access points, patching panel for copper and fiber.
- (g) Logical naming labelling that is uniquely and easily to identify each cabling components shall be provided at both ends. The label shall contain a unique identification as outlined in the documentation and/or layout drawings. Suggested naming scheme for the labelling shall include, but not limited to, Source & Destination, Rack No, Grid No, Patch Panel No, Outlet No and Outlet Port No.
- (h) All cables, faceplates, sockets, patch panels, equipment racks, etc. shall be individually labelled. The labels shall be ANSI/TIA-606-A compliance using laser printer label, thermal printer label or hand-held printer label.
- (i) A complete naming scheme for all cables and all labelling materials and its sample shall be submitted for approval prior the labelling works.
- (j) Install warning signs in visible locations on or near cable trays/wire/conduit after installation.

4. Deliverables

- 4.1 The execution of this Project and all Deliverables shall comply with the Contract requirements to the satisfaction of the CIC. In case of ambiguities in any requirements in the Contract, the CIC shall have the final discretion on the explanation and approach of implementation to meet the requirements. The 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. The Contractor shall not be entitled to any additional charges resulting thereof.
- 4.2 The Contractor shall provide the following Deliverables to the CIC within the time frame specified below:
- 4.2.1 Provide project manager(s) to coordinate the service delivery, including but not limited to contractor's resource (manpower and hardware) arrangement, cable wiring, and progress updates regularly.
 - 4.2.2 Provide experienced and certificated wireless network engineer(s) overview and design the wireless network.
 - 4.2.3 The contractor shall provide on-site registered safety officer(s) during the AP installation or replacement or works.
 - 4.2.4 Provide a completed service enablement timeline and duration for all preparation tasks, hardware delivery, installation, etc., and update the timeline based on the discussion with CIC.
 - 4.2.5 Provide both the 'before' and 'after' Wi-Fi survey reports (PDF and or survey software file format), referring to sections 3.2 and 3.9.
 - 4.2.6 Provide a simulation report which meets the request on section 3.3.
 - 4.2.7 Provide the hardware, including wireless access points (outdoor and indoor) and their accessories (including but limited to) mounting kit, mounting pool, mounting accessories.
 - 4.2.8 Provide official access point vendor installation guidelines for installing the AP and the contractor's engineer(s) must be on-site during AP mounting.
 - 4.2.9 Provision the AP before AP mounting, including but not limited to the below configuration.
 - (a) AP hostname.
 - (b) SSIDs creation and its client authentication method (CIC provided).
 - (c) AP management IP address and its VLAN.
 - (d) Radio profile.
 - 4.2.10 Finetune the wireless radio setting according to the requirements in section 3.3.3.
 - 4.2.11 Supply comprehensive documentation that includes an intricate deployment diagram, including but not limited to the below item.
 - (a) Excel sheet for all AP base MAC addresses with all AP names, connected PoE switch ports.

- (b) An editable PDF or PPT for AP location with AP name on the CIC provide floor plan.
 - (c) The cable truck route path from the switch to the AP position.
- 4.2.12 Provide one on-site briefing session with CIC and one online briefing session to explain the solution during the handover phase.
- 4.2.13 Provide on-site user acceptance tests (UAT) plan and report including but not limited to the following tests:
- (a) The CIC laptops can connect to the SSID with set authentication on indoor and outdoor AP.
 - (b) The mobile can connect to the SSID with set authentication on indoor and outdoor AP.
 - (c) The guest can connect to the SSID with set authentication on indoor and outdoor AP.
 - (d) The layer 2 Wi-Fi roaming between indoor AP shall be no more than 2 ping loss.

5. Nursing and Maintenance

- 5.1 The Contractor should provide free nursing period for at least four (4) weeks after completion of implementation of each phase.
- 5.2 Provision of 1-year standard support services by certified support services provider in 5 days x 8 hours x Next Business Day (RMA delivery) after completion of the Implementation of phase 2.
- 5.3 The support services shall include phone and email inquiries.
- 5.4 The Contractor must fix critical problems within the same day; and minor problems within 1 week after being notified. If the issues are out of the scope of the projects, the Contractor should give an acceptable explanation.
- 5.5 Onsite and offsite support services for hardware and software problem diagnostics, hardware RMA / Swapping, and software fix.
- 5.6 The contractor performs regular firmware updates and security patches during business hours and non-business hours

6. Brief Programme

- 6.1 The implementation services and system nursing services shall be completed within TWENTY-SEVEN (27) weeks after service commencement under the supervision of the CIC. The Contractor shall then provide 5x8xNBD (next business day) support services for One (1) year after completion of the Implementation of phase 2.
- 6.2 The Contractor undertakes to carry out the project and submit deliverables as stipulated in the Assignment Brief to the CIC in accordance with the tentative program specified in Paragraph 6.4 below or as directed/agreed by the CIC from time to time.

6.3 Supplementary information or reports other than the deliverables stated below shall be prepared and delivered at such time upon request by the CIC.

6.4 The following activities shall be taken into consideration in the preparation of the program:

Task	Description of Deliverables	Deadline
(1)	Completion of Hardware delivery	6 th week after Project Commencement
(2)	Completion of the Implementation Phase 1 (refer: Annex C for locations and existing Access Point quantity)	12 th week after Project Commencement
(3)	Completion of System Nursing for Phase 1	16 th week after Project Commencement (4 weeks after the completion of the implementation phase 1)
(4)	Completion of the Implementation Phase 2 (refer: Annex C for locations and existing Access Point quantity)	23 rd weeks after Project Commencement
(5)	Completion of System Nursing for phase 2	27 th week after Project Commencement (4 weeks after the completion of the implementation phase 2)
(6)	Completion of 5x8xNBD, 1 Year standard support services	One (1) Year after completion of the Implementation of phase 2

6.5 The Contractor shall notify the CIC when a potential or actual delay arises and shall state in detail what in his opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional time would be anticipated when comparing to the baseline programme or the previous version of programme preferably in the form of a bar chart / Gantt Chart. Subject to the approval of extension of project period, the Contractor shall prepare a revised Detailed Working Programme for CIC's comment and approval.

7. Management of the Contractor

7.1 The Contractor shall be directed and supervised by the CIC. It is the obligation of the Contractor to allocate sufficient resources to complete the Project according to the Detailed Working Programme as approved by the CIC.

- 7.2 The Contractor shall obtain the approval of the CIC (where appropriate) before commencement of each stage of this Project.
- 7.3 The Project Manager and other relevant project team members shall attend all the meetings as called upon by the CIC in relation to this Project or specified in the Assignment Brief.
- 7.4 The Project Manager shall from time to time be available as the sole contact person for all matters related to the Project.

8. Contractor's Office and Staffing

- 8.1 The Contractor shall maintain for the duration of this project an office in Hong Kong.
- 8.2 The composition of the project team shall include at least the following team members:
- Project Manager
 - Technical Staff
 - Registered Safety Officer
- 8.3 The Project Manager shall have at least 8 years of experience in managing Assignment service of similar scale to this Assignment and shall possess knowledge, skill, and experiences applicable in the following area (the "Project Manager"):
- Certified Project management professional
- 8.4 Technical staff shall have at least 5 years of experience in wireless implementation projects and administration to the CIC's acceptance ("Technical Staff").
- 8.5 Registered Safety Officer shall have a least 5 years of experience in service of similar scale to this Assignment ("Safety Officer").
- 8.6 The Contractor's project team (except administrative support staff) shall have the experience of undertaking projects of similar nature and scope of those required in this Assignment. The Contractor may outsource some of the tasks, with the prior approval of CIC, if the Contractor deems the expertise and experience of the sub-contractor fits for performing the tasks that could achieve the objectives set out in this Assignment Brief. However, the Contractor shall be the ultimate responsible party of the Assignment and remain liable for any act or omission of the approved sub-contractor(s).
- 8.7 No additional fee or expenses rendered locally or overseas for the provision of any specialist or sub-contractor services required for the satisfactory completion of the Assignment shall be payable by the CIC.
- 8.8 The Contractor shall provide details of key project team members, including Project Manager, Technical Staff, and sub-contractor(s), if any, to be deployed on this Assignment together with contractor curriculum vitae, project references as well as manpower input for this Assignment for approval of the CIC. Separate approval from the CIC should be obtained for any subsequent changes of staff and sub-contractor(s).
- 8.9 The Contractor shall maintain the project team with all identified team members as required in Sections 8.2 to 8.5 above throughout the Assignment. In the event, for reasons beyond

its control, the Contractor is unlikely to provide or maintain any key staff, such as the Project Manager, Technical Staff and sub-contractor as specified in the Technical Proposal or deployment plan approved by the CIC, it should report to the CIC as soon as practicable and propose for the CIC’s approval of a substitute with equivalent experience and qualifications of the person who is leaving the project team. The Contractor acknowledges that any changes of members in the project team shall not discharge the Contractor’s obligations under this Assignment.

9. Payment Schedule

9.1 Upon receipt and acceptance of the Deliverables for each Payment Stage / Date by the CIC, and upon the submission of invoices to the CIC by the Contractor, the Contractor shall be paid in accordance with the following payment schedule within THIRTY (30) calendar days of the receipt of the invoices subject to verification of the invoice. The payment schedule is as follows:-

Payment Stage	Project Deliverables / Milestone	Payment Schedule (%)
1	Project Commencement	10%
2	Completion of Hardware delivery to CIC provided locations	40%
3	a. Completion of the Implementation Phase 1 b. Completion of System Nursing for Phase 1 (Details refer: Annex C on Assignment Brief)	20%
4	Completion of the Implementation Phase 2 (Details refer: Annex C on Assignment Brief)	20%
5	Completion of System Nursing for Phase 2	10%
Total:		100%
Optional Items / Additional Items as requested and confirmed by the CIC		
1	On actual basis upon satisfactorily receipt or approve respective optional / additional item by the CIC	100%

9.2 The percentages of payment do not imply or indicate the relative or absolute amount of resources and expenses to be spent by the Contractor to produce the concerned Deliverables and to complete the Project.

10. Intellectual Property Rights

10.1 The ownership of and Intellectual Property Rights subsisting in the Deliverables as described in Section 4 and any documents, materials, data, web-based model and other information prepared or collected by the Contractor, its specialist(s), sub-contractor(s) and their employees and agent(s) in the course of this Project shall be vested in the CIC.

10.2 The Intellectual Property Rights as mentioned in Section 10.1 above shall not apply to any pre-existing Intellectual Property Rights of materials that were not created as a result of this Project yet are incorporated or used in the performance of this Project. The Contractor shall acquire and transfer to the CIC all necessary consents, licenses, approvals, patents,

copyrights and the like incidental to the Deliverables for the CIC's use and publication as applicable.

- 10.3 The Contractor shall warrant that no Intellectual Property Rights of any third parties have been or will be infringed in the course of or as a result of the Project. Should the Contractor's works involve any Intellectual Property Rights infringement of a third party's work or any elements partially copied or modified from a third party's work, the CIC would not be held liable. With regards to Indemnity and Intellectual Property Right Indemnities, please refer to Annex A.

11. Confidentiality

- 11.1 Except otherwise explicitly declared by the CIC as non-confidential, all information and documents provided by the CIC to the Contractor or created by the Contractor in the course of or as a result of the Project shall be regarded as Confidential Information. The Contractor shall take all practical measures to protect the Confidential Information from unauthorized access, erasure or using for purposes other than this Project.
- 11.2 The provision of Confidentiality as mentioned in Section 11.1 shall not apply to the following:
- (a) disclosure of Confidential Information to the Contractor's specialist(s), sub-contractor(s) and their employees and agent(s) as necessary for the performance of the Project;
 - (b) the Confidential Information is already known by the recipient(s) or has become public knowledge, except by the breach of the confidential obligation of the Contractor;
 - (c) disclosure of Confidential Information is required by the law, order of the Court or arbitral authority of competent jurisdiction; or
 - (d) disclosure of Confidential Information is with prior written consent from the CIC.
- 11.3 The Contractor shall ensure that all receiving parties of the Confidential Information are informed with its confidential nature and direct the receiving parties to treat such information confidentially. The Contractor shall be responsible for the consequences of any breach of the confidential obligation.
- 11.4 The Contractor shall not make any public announcement, press releases or otherwise publicise the information of the Project without first obtaining prior written approval of the CIC.

12. Safety Requirements

- 12.1 All arrangements of the Services shall consider safety and health issues. The Contractor should ensure his staff to work safely to comply with the Occupational Safety and Health Ordinance and regulations / rules laid down by other related departments or the CIC. The CIC will not bear any liability for any results caused by breach of the Ordinance, any rules, and regulations. Please strictly follow the rules in "Contractor's Safety Requirement" and "Work Above Ground Safety Guideline", and services carried out in compliance with General Conditions of Contract.

- 12.2 The registered safety officer shall be one of core project team members, he/she shall be responsible for full-time monitoring safety on-site when there are works during the project implementation, and as a safety officer in visiting basis for maximum 20 nos. of maintenance activity during 1 year support contract.
- 12.3 Due to safety regulation of CIC's premises, the Contractor should pose Green Card, provide, and equip Safety Helmet, Safety shoes and reflective vest for any personnel who is going to enter a construction site(s) / area. CIC reserve the rights to suspend the works if above requirements cannot be fulfilled.
- 12.4 To perform dynamic risk assessments on site and make sure the crew always conform with the required safety requirements and observe and respond to any potential safety hazards. And provide safety briefing before conducting the daily works.
- 12.5 The Contractor is required to attend a safety briefing session (approximate duration: within THREE (3) hours) held by CIC.
- 12.6 The Contractor is required to provide method statement after awarded, including description of works, manpower arrangement, equipment required and details of working method & procedure.
- 12.7 The contractor shall provide all necessary equipment/tools worker for work-above-ground safety
- 12.8 Dust control to meet CIC's standard
- 12.9 Waste disposal handling to meet CIC's standard

Annex A - Indemnity and Intellectual Property Right Indemnities

Indemnity

The Contractor shall indemnify and keep the CIC indemnified from and against:

- (i) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against the CIC; and
- (ii) all liabilities and indebtedness (including without limitation liabilities to pay damages or compensation), loss, damage, costs and expenses incurred or suffered by the CIC (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the CIC may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against the CIC).

which in any case being arisen directly or indirectly relating to the Contract.

Intellectual Property Right Indemnities

The Contractor shall indemnify and keep the CIC, its authorized users, assignees and successors-in-title (hereinafter "indemnified parties") indemnified from and against:

- (i) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against the indemnified parties; and
- (ii) all liabilities and indebtedness (including without limitation liabilities to pay damages or compensation), loss, damage, costs and expenses incurred or suffered by indemnified parties (including all legal and other costs, charges, and expenses, on a full indemnity basis, which indemnified parties may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against indemnified parties).

which in any case being arisen directly or indirectly relating to the Contract.

Annex B - RACI Model of Members in Project Organization

Responsible, Accountable, Consulted and Informed (RACI) chart for both business and IT function roles have accountabilities and responsibilities. The following illustrates the RACI model by project roles and key activities. Definitions of RACI are listed below:

Responsible (R) – Has the duty and obligation to complete the activity

Accountable (A) – Has the authority as the ultimate decision maker and primarily in charge of the work

Consulted (C) – Has the expertise, experience, and interests who must be given the opportunity to influence decisions prior to finalization by the ‘accountable’ or ‘responsible’ party. Those whose opinions are sought; and with whom there is two-way communication.

Informed (I) – Keeps up-to-date about the activity progress, usually upon completion of the activity

Item No.	Item Description	System Owner	Project Steering Committee (PSC)	System Coordinator	Internal PM/ Consultant	Contractor PM	Project Team Members	Project Assurance Team (PAT)	Other Stakeholders
(1) Initiate Phase									
1.1	Estimate Project Budget	AC			R				
1.2	Determine Other Project Roles and Responsibilities	A		I	R			C	
1.3	Identify External Stakeholder	AC		I	R			C	
1.4	Appoint Members of the PSC and the Internal PM	AR		I	I				
1.5	Develop High-Level Project schedule	AC		R	R			C	C
1.6	Review Project Scope	AC		I	R			C	C
1.7	Conduct Preliminary Stakeholder Analysis	AC		I	R				C
1.8	Conduct Preliminary Stakeholder Communications Needs	AC		I	R				C
1.9	Assess Project Risks	AC		I	R			C	C
1.10	Confirm Approval to Proceed	A		I	R				
(2) Plan Phase									
2.1	On Board Project Team Members	C	AC	I	R	R	I		C
2.2	Review the Business Case	C	AC	I	R	R	I		C
2.3	Review Outputs of the Initiate Phase	C	AC	I	R	R	I		C
2.4	Refine Project Scope	C	AC	I	R	R	I	C	C
2.5	Refine Project Schedule	C	AC	I	R	R	I	C	C
2.6	Refine Project Budget	C	AC	I	R	R	I		C
2.7	Refine Communications Requirements	C	AC	I	R	R	I		C
2.8	Update Existing Risks and Register New Risks	C	AC	I	R	R	I	C	C
2.9	Develop Risk Response Strategies	C	AC	I	R	R	I	C	C
2.10	Define Change Control Process	C	AC	I	R	R	I	C	C
2.11	Define Risk Management Process	C	AC	I	R	R	I	C	C

Provision of WIFI End of Life Hardware Replacement
for Construction Industry Council
Ref: (585) in P/AE/PUR/AGC

2.12	Define Issue Management and Escalation Process	C	AC	I	R	R	I	C	C
2.13	Define Communications management Process	C	AC	I	R	R	I	C	C
2.14	Define Quality Management Process	C	AC	I	R	R	I	RI	C
2.15	Prepare for Organizational Change	C	AC	I	R	R	I	I	C
2.16	Establish Time and Cost Baseline	C	AC	I	R	R	I	I	C
2.17	Determine Procurement Requirements	C	AC	I	R	R	I	I	C
2.18	Prepare for Acceptance	C	AC	I	A	A	I	R	C
2.19	Obtain Formal Approval	C	AC	I	R	R	I	I	C
(3) Execute Phase									
3.1	Develop Quotation or Tender Document	I	C	I	AR	AR		I	C
3.2	Select, Negotiate and Award Contract	I	C	I	AR	AR		I	C
3.3	Review Project Management Plan	I	C	I	AR	AR	I	I	C
3.4	Align Expectation with the Contractor	I	C	I	AR	AR	I	I	C
3.5	Conduct Kick-off Meeting	I	C	I	AR	AR	I	I	C
3.6	Review Business Case	A	C	I	AR	AR	I	I	C
3.7	Manage Project Scope	A	C	I	AR	AR	I	I	C
3.8	Manage Project Schedule	I	C	I	AR	AR	I	I	C
3.9	Implement Quality Control	I	C	I	AR	AR	I	I	C
3.10	Manage Project Budget	I	C	I	AR	AR		I	C
3.11	Provide detailed user requirements to IT for bug fixing, enhancement and development of system	I	C	I	AR	AR	I	I	C
3.12	Negotiate with IT for the time frame of system development	I	C	I	AR	AR	I	I	C
3.13	Review, comment and endorse IT projects and services deliverables	I	C	I	AR	AR	I	I	C
3.14	Coordinate the UAT, produce and endorse the UAT report; and recommend the system for production	I	C	I	A	A	I	R	C
3.15	Coordinate all daily operations of the system via available user interface	I	C	I	AR	AR	I	I	C
3.16	Communicate with other relevant system coordinators for system/data update	I	C	I	AR	AR	I	I	C
3.17	Notify all end users the latest information of the system	I	C	I	AR	AR	I	I	
3.18	Notify IT for any update to the system	I	C	I	AR	AR	I	I	C
3.19	Initiate and coordinate training to the end users when necessary	I	C	I	AR	AR	I	I	C

Provision of WIFI End of Life Hardware Replacement
for Construction Industry Council
Ref: (585) in P/AE/PUR/AGC

3.20	Formulate and execute necessary management procedures, e.g. audit trail, to ensure data integrity and correctness in the system	I	C	I	AR	AR	I	I	C
3.21	Minor data update, e.g. update of personal profile	I	C	I	AR	AR	I	I	C
3.22	Normal change of system control parameters	I	C	I	AR	AR	I	I	C
3.23	Bug fix and minor system enhancements as defined by IT	I	C	I	AR	AR	I	I	C
3.24	Critical data rectification in database, e.g. examination results	I	C	I	AR	AR	I	I	C
3.25	Major enhancements, e.g. change of policy, business rules, brand new and complex functions, etc.	A	C	I	AR	AR	I	I	C
3.26	Manage Project Changes	A	C	I	AR	AR	I	I	C
3.27	Manage Deliverable Acceptance	A	C	I	AR	AR	I	I	C
3.28	Manage Issues	A	C	I	AR	AR	I	I	C
3.29	Manage Communications among Stakeholders	A	C	I	AR	AR	I	I	C
3.30	Manage Organizational Change	A	C	I	AR	AR	I	I	C
3.31	Monitor and Control Risks	A	AC	I	AI	AI	I	R	C
3.32	Manage Transition	I	AC	I	R	R	I	I	C
3.33	Monitor Contract's Performance	A	C	I	AR	AR	I	I	C
3.34	Administer Contractual Matters	AR	AC	I	R	R	I	I	C
3.35	Conduct PSC Meeting to Gain Project Acceptance	AR	A	I	R	R	I	I	C
3.36	Gain Approval to Proceed	C	A	I	R	R	I	I	C
(4) Close Phase									
4.1	Decommission Resources	I	I	I	AR	AR	I	I	I
4.2	Document Lessons Learnt	I	I	I	AR	AR	I	I	I
4.3	Close out Contract	A	I	I	AR	AR	I	I	I
4.4	Archive Project Information	I	I	I	AR	AR	I	I	I
4.5	Complete Post Implementation Review Report	I	I	I	AR	AR	I	I	I
4.5	Close-out Project	A	I	I	AR	AR	I	I	I

Annex C - Locations and Existing Access Point Quantity

Site Code	Location Name	Address	Location Type	Number of Floors	Current AP Type	Number of existing AP	Deployment phase
KCC	HKIC - SHEUNG SHUI CAMPUS	7-11 Kwai Hop Street, Kwai Chung, New Territories, Hong Kong	Campus	11 Floors (Including G and R Floor)	Indoor and Outdoor	123	1
SSC	HKIC - SHEUNG SHUI CAMPUS	1 Fung Nam Road, Sheung Shui, New Territories, Hong Kong	Campus	10 Floors (Including G and R Floor)	Indoor and Outdoor	175	1
BMO	CIC DIGITAL TWIN HUB	2, Enterprise Square Five (Megabox), 38 Wang Chiu Road, Kowloon Bay, Kowloon	Office + Exhibition	1 Floors	Indoor	23	1
KBC	HKIC - KOWLOON BAY CAMPUS	44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong	Campus	6 Floors	Indoor and Outdoor	150	2
HQ	CIC HEADQUARTERS	COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong	Office	2 Floors	Indoor	21	2
ZCP	CIC ZERO CARBON PARK	8 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong	Office + Exhibition + Park	2 Floors	Indoor and Outdoor	49	2
TG	Outdoor Training Ground	Outdoor training grounds in Kowloon and New Territories Area	Office + Outdoor Training Ground	NA	Indoor and Outdoor	28	2

Annex D – Wi-Fi Coverage Requirements

The following floorplan indicates the Wi-Fi coverage requirements (in blue) and (in orange) based on section 4

Site Code	Location Name	Wi-Fi Signal Coverage Requirement	Floor Plan in PDF*	Wi-Fi Signal Survey Reference
KCC	HKIC – KWAI CHUNG CAMPUS	Refer: KCC_Coverage Requirement.pptx	KCC Floor Plan.pdf	KCC Wi-Fi Signal Survey Report.pdf
SSC	HKIC - SHEUNG SHUI CAMPUS	Refer: SSC_Coverage Requirement.pptx	SSC Floor Plan.pdf	SSC Wi-Fi Signal Survey Report.pdf
KBC	HKIC - KOWLOON BAY CAMPUS	Refer: KBC_Coverage Requirement.pptx	KBC Floor Plan.pdf	KBC Wi-Fi Signal Survey Report.pdf
HQ	CIC HEADQUARTERS	Refer: HQ_Coverage Requirement.pptx	HQ Floor Plan.pdf	NONE
MBO	CIC DIGITAL TWIN HUB	Refer: MBO_Coverage Requirement.pptx	MBO Floor Plan.pdf	NONE
ZCP	CIC ZERO CARBON PARK	Refer: ZCP_Coverage Requirement.pptx	ZCP Floor Plan.pdf	NONE
TG	Outdoor Training Ground	NA–Existing Hardware replacement	NA	NA

*Layout may not be up to date

Memorandum of Agreement
of
Provision of WIFI End of Life Hardware Replacement
for
the Construction Industry Council

March 2025

© 2025 Construction Industry Council

The contents of this document remain the property of the CIC, and may not be reproduced in whole or in part without the expressed permission of the CIC.

To be Signed by a Contractor

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the _____ day of _____
2025 BETWEEN THE CONSTRUCTION INDUSTRY COUNCIL of¹ _____
_____ (hereinafter called “the Employer”)
of the one part and² _____
_____ of³ _____

(hereinafter called “the Contractor”) of the other part WHEREAS the Employer requires the Contractor to execute, complete and maintain the whole of the said works in respect of Provision of WIFI End of Life Hardware Replacement for the Employer (hereinafter called “the Assignment”) and details of which are set out in the Assignment Brief annexed hereto AND WHEREAS the Contractor has agreed to complete the works in accordance with the Assignment Brief, Conditions of Contract 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) Form of Tender
 - (c) Assignment Brief and its Annexes (if any)
 - (d) Technical Proposal and Fee Proposal
 - (e) General Conditions of Contract
 - (f) Contractor's Safety Requirements
 - (g) Guidelines On Work-Above-Ground Safety
 - (h) Any relevant correspondenceall of which are annexed hereto.

2. The Director for the purposes of this Agreement shall be⁴ _____

3. In consideration of the payments made at the times and in the manner set forth in the Agreement by the Employer, the 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 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 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 Contractor executes the Assignment.

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

Case (c) is for use where the 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 Contractor.
- 3 Insert the address of the 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 Contractor) executing the Agreement for the Contractor. The person’s authority to execute the Agreement for the Contractor is prescribed in the Memorandum of Association of the Contractor.
- 8 Insert the names of the partners.

General Conditions of Contract
for
Provision of WIFI End of Life Hardware Replacement
for
the Construction Industry Council

March 2025

Table of Contents

<i>Clause</i>	<i>Page</i>
1 Definitions	4
2 Singular and Plural	5
3 Headings	6
4 Laws.....	6
5 Interpretation.....	6
6 Memorandum of Agreement.....	6
7 Documents Mutually Explanatory.....	6
8 Use of English Language and Metric Units	7
9 Confidentiality	7
10 Data Privacy.....	9
11 Cybersecurity	10
12 Information to be supplied by the Employer.....	10
13 Information to be supplied by the Contractor.....	11
14 Retention of Documents and Audit Inspection.....	11
15 Attendance at Meetings	11
16 Inspection.....	11
17 Approval of Documents.....	12
18 Delegation of Employer's Power.....	12
19 Amendments to the Assignment Brief.....	12
20 Written Approval	13
21 Consultation.....	13
22 Response to Queries	13
23 Exclusive Ownership and Intellectual Property Right Indemnities	13
24 Care, Diligence and Indemnity.....	14
25 Instruction and Procedure	19
26 Not used	19

27	Not used	19
28	Programme to be Submitted and Agreed.....	19
29	Payment	20
30	Fees to be Inclusive	20
31	Payment in Hong Kong Dollars.....	20
32	Expenses incurred in currencies other than Hong Kong dollars	20
33	Payment of Accounts	20
34	Rendering of Accounts	21
35	Not used	21
36	Reduction of Lump Sum Fees	21
37	Not used	22
38	Employer’s Assignment and Novation	22
39	Contractor’s Non-Assignment	23
40	Employment and Replacement of sub-consultants / sub-contractors.....	23
41	Liability of Contractor for acts and default of sub-consultants / sub-contractors.....	23
42	Publicity relating to the Contract.....	23
43	Suspension, resumption or termination	24
44	Probity.....	27
45	Appeal to Employer.....	27
46	Settlement of Disputes	28
47	Prevention of Bribery	28
48	Declaration of Interest	29
49	Insurance.....	29
50	Safety Precaution	34
51	Avoidance of Nuisance and Making Good Working Areas.....	35
52	Disclosure of Information.....	36

53	Code of Conduct for Staff.....	36
54	Rights of Third Parties.....	37
55	Non-Waiver.....	37
56	Severability.....	38
57	Contractor’s Claims for Extras.....	38
58	Commencement of the Works.....	41
59	Time for Completion.....	41
60	Liquidated Damages.....	41
61	Completion of the Works.....	42
62	Variations.....	44
63	Valuation of Variations.....	45
64	Valid Certificates of Intermediate Trade Testing or higher qualifications.....	47
65	Loss & Expense.....	47
66	Registered Specialist Trade Contractors Scheme (RSTCS).....	48
67	Temporary Work Permit.....	48
68	Maintenance Certificate.....	49

General Conditions of Contract for
Provision of WIFI End of Life Hardware Replacement
for the Construction Industry Council

1 Definitions

In the Contract 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, General Conditions of Contract, any Special Conditions of Contract, the Assignment Brief and its annexes (if any), the 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 Contractor as detailed in the Assignment Brief and its annexes (if any) or the Purchase Order.

“Assignment Brief” means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment or the part of the Purchase Order which describes the Project and sets out the details of the Assignment. All other amendments/ variations made due to the Project shall also be regarded as part of the works included under the Assignment.

“Contract” means the Agreement or the Purchase Order (as the case may be).

“Contractor” means the person, consultant, firm or company who enters into a Contract with the Employer, including the Contractor’s permitted assignees.

“Constructional Plant” means all appliances or things of whatsoever nature required for the execution of the Works but does not include materials or other things intended to form or forming part of the permanent work or vehicles engaged in transporting any personnel, Constructional Plant, materials or other things to or from the Site.

“Defects Liability Period” means the defects liability period named in the Contract commencing on the day following the date of completion of the Works or any Section or part thereof certified by the Employer’s Representative in accordance with Clause 59.

“Deliverables” means all the reports, drawings, documents, software, certificates and other items described in the Assignment Brief or the Purchase Order which are to be produced by the Contractor under this Contract.

“Employer” means the Construction Industry Council.

“Employer’s Representative” means the Project Director or the Project Manager.

“Goods”, “Services” and “Works” means goods, works, services, surveys and investigations and/or other duties and obligations as may be prescribed by the specifications/requirements to be supplied or done by the Contractor under the Contract.

“Government” means the Government of the Hong Kong Special Administrative Region.

“HKSAR” means the Hong Kong Special Administrative Region.

“Intellectual Property Rights” means trademarks, service marks, patents, design rights, trade names, copyright, domain names, database rights, new inventions, rights in know-how, designs, processes, and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;

“Project” means the scheme described in the Contract.

“Project Director” means the person as may be appointed from time to time by the Employer and notified in writing to the Contractor to act as the project director for the purposes of the Project.

“Project Manager” means the person as may be appointed from time to time by the Employer and notified in writing to the Contractor to act as the project manager for the purposes of the Project.

“Project Materials” means the goods, services, works and/or deliverables manufactured, created, generated, supplied, performed or done by the Contractor in discharging its duties in relation to the Goods, Services, Works and/or the Deliverables under the Contract, including but not limited to the Goods, Services, Works and Deliverables.

“Purchase Order” means a purchase order issued by the Employer to the Contractor requesting the supply of Goods, Services and/or Works herein including the contents of the quotation and the terms and conditions hereof. The Purchase Order is limited to the terms and conditions:-

- (i) specified herein;
- (ii) specified on the contents of the purchase order so issued to the Contractor; and
- (iii) if applicable, specified in the Employer’s written agreement with the Contractor.

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 Headings

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

4 Laws

- (A) The Contract shall be governed by and construed according to the laws for the time being in force in the HKSAR.
- (B) The Contractor shall comply with all laws of HKSAR. The Contractor shall not employ illegal workers or any person who are forbidden by the laws of HKSAR or not entitled for whatever reasons to undertake any employment in HKSAR for the purpose of performing its obligations under the Contract. The Contractor and those engaged by the Contractor shall hold valid licences when performing the Contractor's obligations under the Contract whenever so required by the law.

5 Interpretation

The Interpretation and General Clauses Ordinance (Cap. 1) shall apply to the Contract. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

6 Memorandum of Agreement

Where the Contract is an Agreement, the 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 Contract provides to the contrary, the provisions of the Special Conditions of Contract shall prevail over those of any other document forming part of the Contract.
- (B) Subject to sub-clause (A) of this Clause the several documents forming the Contract are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be subject to the Employer's interpretation and adjustment.

8 Use of English Language and Metric Units

All the correspondence in connection with the Contract shall be in English. All Deliverables shall be in English and metric units shall be used throughout, unless otherwise stated in the Contract or approved by the Employer or the Employer's Representative in writing.

9 Confidentiality

- (A) Except otherwise explicitly declared by the Employer as non-confidential, all information and documents provided by the Employer to the Contractor or created by the Contractor in the course of or as a result of the Project shall be regarded as confidential information ("**Confidential Information**"). The Contractor shall take all practical measures to protect the Confidential Information from unauthorized access, disclosure, erasure or use for purposes other than this Project.
- (B) Save for the purposes of performing the Contract, the Contractor shall not disclose any and all Confidential Information, the terms and conditions of the Contract or any information, specifications, documents, drawing, plan, software, data or particulars furnished by or on behalf of the Employer or the Employer's Representative in connection therewith, to any person other than a person employed or engaged by the Contractor in performing the Contract or any approved sub-consultants / sub-contractors or the Contractor's legal and insurance advisers, except where required by law or regulation, order of the Court, arbitral authority of competent jurisdiction, requested by a professional body of which the Contractor is a member or disclosure of Confidential Information is with prior written consent from the Employer.
- (C) Any disclosure to any person, sub-consultants / sub-contractors or advisers permitted under sub-clause (B) of this Clause shall be in strict confidence and shall extend only so far as may be necessary for the purpose of the Contract and the Contractor shall take all necessary measures to ensure the confidentiality of any such disclosure.
- (D) The Contractor shall ensure that all receiving parties of the Confidential Information are informed of its confidential nature and procure the receiving parties to treat such information in strict confidence. The Contractor shall be responsible for the consequences of any breach of the confidential obligation, whether on the part of the Contractor itself or the receiving parties to whom the Contractor discloses the Confidential Information.
- (E) The Contractor shall not without the prior written consent of the Employer,

which consent shall not be unreasonably withheld, to make any public announcement, press release or other otherwise publish, either alone or in conjunction with any other person, in any newspaper, magazine, or periodical, any article, photograph or illustration relating to the Contract.

- (F) If the Contractor has provided the Employer or the Employer's Representative with documents and information which the Contractor 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 Employer or the Employer's Representative within TWO (2) months of receipt of such information by notice in writing disagrees, such information will be treated as confidential. The Employer and the Employer's Representative shall not permit the disclosure of such confidential information to third parties without the prior written consent of the Contractor.
- (G) All personal data submitted by the Contractor will be used by the Employer for the purpose of this Contract only. By entering into the Contract, the Contractor is regarded to have agreed to and to have obtained from each individual whose personal data is provided by the Contractor to the Employer for the purpose of the Contract, his consent for the disclosure, use and further disclosure by the Employer for the purposes of the Contract and all other purposes arising from or incidental to it. Under the provisions of the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"), an individual to whom personal data belongs and a person authorized by him in writing has the right to request access to or correction of personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the PDPO. The right of access includes the right to obtain a copy of the personal data provided. Written enquiries or requests should be addressed to the Project Manager with sufficient details, failing which the Project Manager may be unable to process and consider the incomplete information submitted.
- (H) Should the Project be terminated prematurely due to any reasons or completed satisfactorily as certified by the Employer or the Employer's Representative, the Contractor shall return all related findings, statistics, documents, materials belonging to the Employer and related to the Contractor, and/or destroy any information collected from the Employer or the Employer's Representative including both hard copies and electronic copies within SEVEN (7) working days of the termination or completion.
- (I) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect

notwithstanding such termination.

10 Data Privacy

- (A) If for the purposes of the Contract the Contractor collects personal data on the Employer's behalf or the Employer will entrust personal data with the Contractor, the Contractor shall comply in all aspects with the Personal Data (Privacy) Ordinance (Cap. 486) and any other applicable data protection laws and regulations in relation to the personal data that it collects or processes on behalf of the Employer.
- (B) The Contractor shall procure that its sub-contractors be subject to the same data protection obligations the Contractor owes to the Employer and remain fully liable to the Employer for the fulfillment of the obligations of itself and its sub-contractor(s).
- (C) The Contractor shall have personal data protection policies and procedures in place and implemented and provide adequate training to its relevant staff. The Contractor shall take all reasonable precautions and exercise all due diligence to protect the entrusted personal data from leakage, unauthorized or accidental access, processing, erasure, loss or use.
- (D) Save for those personal data with the purpose for which has not been fulfilled, timely return, destruction or deletion of the personal data shall be strictly abided by the Contractor. The use or disclosure of the personal data for any purpose other than the purpose for which the personal data is entrusted to the Contractor by the Employer under the Contract is strictly prohibited.
- (E) The Contractor shall notify the Employer as soon as practicable of any potential data breach involving the entrusted personal data and cooperate with the Employer to mitigate the relevant impact and prevent any recurrence. The Contractor shall also comply with any requests or directions from the Employer and the related authorities/regulators in relation to the personal data.
- (F) The Contractor shall give all reasonable assistance to the Employer for the purpose of audit inspection by the Employer on such records, personal data and other information held by the Contractor in relation to the handling and storage of the entrusted personal data. The Contractor shall also answer queries or supply information reasonably requested by such personnel in pursuance of such audit inspection.

- (G) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

11 Cybersecurity

- (A) The Contractor shall take and procure that its sub-contractors to take all reasonable cybersecurity measures to protect any and all information and data (including personal data mentioned in this Clause) relating to the Assignment stored or processed electrically from leakage or divulgence and ensure that no such information and/or data would be accessed or obtained or viewed or otherwise known to third parties that are not meant to be involved in the Contractor's discharge of its obligations under the Project.
- (B) The Contractor shall be and procure that its sub-contractors to be keenly aware of cybersecurity risks such as phishing attacks, Internet of Things attacks, identity theft, ransomware, password attacks, web attacks, malware attacks, etc., ensure that its electronic devices used to store / process / transfer such information / data are immune from such risks, and avoid all such risks.
- (C) If any information and/ or data (including personal data mentioned in this Clause) is leaked or divulged or accessed or obtained or viewed or otherwise known to third parties that are not meant to be involved in the Contractor's discharge of its obligations under the Project as a result of the Contractor's breach of its duties under sub-clauses (A) and (B) above, the Contractor shall indemnify the Employer from all loss and/of damage suffered by the Employer so caused by the Contractor's breach.
- (D) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

12 Information to be supplied by the Employer

The Employer shall keep the Contractor informed of such matters as may appear to him to affect the performance of his duties under the Contract and shall give such assistance, approvals, and decisions in writing as and when they shall reasonably be required for the Contractor's performance of his duties under the Contract.

13 Information to be supplied by the Contractor

The Contractor shall keep the Employer and the Employer's Representative informed of all matters related to the Contract within the knowledge of the Contractor including details of all staff employed by the Contractor and all other people directly or indirectly engaged by the Contractor and shall, when requested to do so, answer all reasonable enquiries received from the Employer and the Employer's Representative, render reports at reasonable intervals when asked to do so and make viable recommendations to the Employer and the Employer's Representative as to the manner in which the Assignment should be proceeded with.

14 Retention of Documents and Audit Inspection

- (A) For a period of TWO (2) years commencing from the completion of the Works or provision of the Services or supply of the Goods under the Contract, the Contractor shall retain and provide space at its own costs to retain all softcopies and hardcopies of all his records, data, accounts and other information in respect of or in relation to its discharge of its obligations under the Contract.
- (B) The Contractor shall give all necessary assistance to Employer for the purpose of audit inspection to inspect such records, data, accounts and other information whatsoever in relation to the Project and shall answer queries and/or supply information reasonably requested by such personnel in pursuance of such audit inspection.

15 Attendance at Meetings

The 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 Employer and the Employer's Representative in all matters relating to the Deliverables.

16 Inspection

- (A) The Contractor shall permit the Employer and the Employer's Representative to enter its premises at any reasonable time in order to inspect the Goods, Services and/or Works in the course of manufacture, provision or storage. If, as a result of such inspection, the Employer or the Employer's Representative is not satisfied that the Goods, Services and/or Works will comply with the Contract requirements, it shall notify the Contractor in writing and the Contractor shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by the Employer or the Employer's Representative (with or without comments or approval) shall not relieve the

Contractor of its obligations under the Contract. It remains the Contractor's duty to ensure full compliance with its obligations under the Contract.

- (B) The Contractor shall at all times provide the Employer and the Employer's Representative with reasonable facilities to inspect or view the Goods, Services and/or Works, documents, records and correspondence in the Contractor's possession relevant to the Contract.

17 Approval of Documents

- (A) The Contractor shall, when so requested by the Employer or the Employer's Representative, 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 the Employer's Representative may specify or require.
- (B) No such approval shall affect or relieve the Contractor of its obligations under the Contract.

18 Delegation of Employer's Power

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

Where the Contractor for whatever reason does not manage to reach the Employer's Representative for the purposes set out in the Contract, the Contractor shall liaise with the Employer direct for those purposes. For the avoidance of doubt, the Employer has the power to exercise any right conferred upon the Employer's Representative and may exercise the same as it sees fit.

19 Amendments to the Assignment Brief

- (A) The Employer shall make any changes to the Assignment Brief 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 Assignment Brief shall be referred to the Employer for his clarification or instructions regarding further action.

20 Written Approval

The 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 Contract.

21 Consultation

The Contractor shall, as may be necessary for the successful completion of the Assignment, consult all authorities, including public utility companies, those who may be specified by the Employer in connection with the Assignment and bodies or persons affected by the Assignment.

22 Response to Queries

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

23 Exclusive Ownership and Intellectual Property Right Indemnities

- (A) The Contractor guarantees that neither the sale nor use of goods nor the performance or provision of the Project Materials will infringe any local or foreign copyright, patent or trade mark or any kind of Intellectual Property Rights.
- (B) The Contractor shall indemnify and keep the Employer, its authorized users, assignees and successors-in-title (hereinafter "**indemnified parties**") indemnified from and against:
 - (i) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against the indemnified parties arising from the Contractor's infringement of any kind of Intellectual Property Rights ("**IP Claims**") in performing its duties under the Contract; and
 - (ii) all liabilities and indebtedness (including without limitation liabilities

to pay damages or compensation), loss, damage, costs and expenses incurred or suffered by indemnified parties (including all legal and other costs, charges, and expenses) on a full indemnity basis, which indemnified parties may pay or incur in initiating, defending, counter-claiming, settling or compromising any action or proceeding by or against indemnified parties

which arise directly or indirectly from or relate to the Contract. The indemnity herein shall survive termination of this Contract (howsoever occasioned).

- (C) In event of such IP Claims, the Contractor shall do all things and take such action (including procuring any required licenses, consents of authorizations or modifying or replacing any infringing item) without charge to the Employer as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the Employer will use reasonable endeavors to mitigate its loss; the Contractor shall at all times act in such a way as to minimize interruption and disruption to the operation of the Employer.
- (D) The Employer shall become the exclusive owner of all Project Materials, save those Project Materials under licence or those Project Materials in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the Contractor under the Contract. Notwithstanding the above, the Contractor hereby grants the Employer and its affiliates an irrevocable royalty free license to use, copy or modify such pre-existing materials for its internal business purposes.
- (E) The Intellectual Property Rights in the Project Materials shall upon creation be vested in the Employer. In the event that the Contractor requests and the Employer grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to the Employer, the Contractor hereby grants to the Employer and its affiliates an irrevocable royalty free license to use, copy or modify the Project Materials with a right to sublicense those Project Materials to third parties for any purposes intended by the Employer. For the avoidance of doubt, any such license granted shall not be determined if the Contract is suspended or terminated pursuant to Clause 43 or otherwise.

24 Care, Diligence and Indemnity

- (A) The Contractor shall exercise and shall ensure that its sub-contractors

exercise all reasonable professional skill, care and diligence in the performance of all and singular of the Services or carrying out the Works and, insofar as his duties are discretionary, shall act fairly between the Employer and any third party.

- (B) The Contractor acknowledges that time and quality are of the essence in the performance of the Contract, and the Contractor shall deliver the Goods to the designated place, provide the Services and/or carry out the Works in strict adherence to the delivery date(s) or schedule(s) or completion date set forth in the Contract or extended pursuant to the terms of the Contract or otherwise agreed by the Contractor and the Employer's Representative. If the Contractor shall fail or refuse to make delivery of the Goods in the Project Materials as aforesaid, the Employer shall have the right to cancel / terminate the Contract and to procure the Goods from any other sources and the Contractor shall be liable for any sum so incurred in excess of the Contract price.
- (C) All Project Materials are subject to inspection and rejection by the Employer notwithstanding any prior payment, which, in itself and without more, does not mean or imply the Employer's acceptance of the Project Materials. The Project Materials would be accepted by the Employer if the Project Materials have been provided / performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Employer.
- (D) The Project Materials must conform in all respects with the Contract requirements. All Goods/Works in the Project Materials must be of sound materials, workmanship (and design, where the Contractor is responsible for this), and shall be equal in all respects to relevant samples or patterns provided by or accepted by the Employer. All Services in the Project Materials shall be performed in a sound manner and shall be free from any defects (major or minor) including (to the extent that the Contractor is responsible for design) defects in design or installation.
- (E) The Project Materials shall be in accordance with any applicable local or international standards. The Project Materials shall at the time of delivery or performance comply with all relevant requirements of any applicable statute, statutory rule or order or other instrument having the force of law.
- (F) The Employer's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Project Materials only suggests the receipt of the Project Materials, and is not evidence of actual quantity, quality or condition of the Project Materials or the

Employer's acceptance of the Project Materials.

- (G) Acceptance of all or part of the Project Materials shall not:-
- (i) waive the Employer's right to cancel or return all or any portion of the Project Materials that do not conform to the Contract requirements;
 - (ii) oblige the Employer to accept future delivery of the Project Materials;
or
 - (iii) preclude the Employer from making any claim for damages or breach of warranty; or
 - (iv) prejudice the Employer's right to reject any and all of the Project Materials that do not meet the provisions of sub-clause (D) of this Clause.
- (H) All Project Materials must pass the Employer's acceptance tests. The Employer shall be entitled to reject any and all Project Materials that do not meet the provisions of sub-clause (D) of this Clause. If by the nature of the Project Materials any defects or any failure to conform to sub-clause (D) of this Clause does not or would not become apparent (despite the carrying out of any examination or acceptance tests) until after use, the Employer may reject the same even after a reasonable period of use. No Project Materials returned as defective by the Employer shall be replaced by the Contractor without a prior written notice by the Employer of the rejection.
- (I) Any Project Materials rejected under sub-clause (H) must at the request of the Employer be replaced or re-performed as the case may be by the Contractor at the Contractor's own expense. Alternatively, the Employer may elect (at the Employer's option) to terminate the Contract pursuant to the terms and conditions of Contract in respect of the rejected Project Materials in question and the whole of the remainder of the Project Materials (if any) covered by the Contract. All rejected Goods of the Project Materials will be removed from the site and returned to the Contractor at the Contractor's expense. If the Contractor fails to remove the rejected Goods from the site, the Employer may continue to store such Goods and the Contractor shall fully reimburse the Employer for all storage costs and delivery costs incurred or to be incurred immediately upon the Employer's demand in writing.
- (J) Without prejudice to the Employer's rights under sub-clause (I) under this

Clause, the Employer shall be entitled to return any Goods to the Contractor for a full refund in respect of such returned Goods within THIRTY (30) days of the Employer's demand for return. All rejected Goods of the Project Materials will be returned to the Contractor at the Contractor's expense. If the Contractor fails to so refund within THIRTY (30) days of the Employer's demand for return, the Contractor shall be liable to pay interest on such amount(s) to be refunded at an interest rate of 1% above the rate of prime.

- (K) The 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 Contractor becomes aware in carrying out the Assignment.
- (L) The Contractor shall advise the Employer, as soon as practicable, of any actual or foreseeable delay in meeting the delivery schedules or date for completion and the reason therefor.
- (M) The 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 Contractor, his servants or agents or sub-consultants/sub-contractors of all tiers, in carrying out the Assignment.
- (N) The Contractor shall be liable for, and shall indemnify the Employer 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 the Contract, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.
- (O) The Contractor shall be liable for, and shall indemnify the Employer 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 the Contract, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.
- (P) The Contractor has to keep all the Contractor's property in safe custody or that of his sub-contractors and/or sub-consultants and employees on site. The Contractor shall indemnify the Employer in respect of any loss, damages,

injury or death of the Contractor, his sub-contractors/sub-consultants and employees in consequence of the malfunction of, loss of or damage to the said property, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.

- (Q) Unless it is specifically allowed in other part of the Contract, if the Contractor or the Employer shall default on carrying out its obligations under the Contract, the Contractor or the Employer may by notice in writing to request the defaulting party to perform the obligations promptly in order to avoid and minimize any loss and damage that such failure may cause. In addition, the defaulting party shall indemnify any direct loss or damages so caused to the Contractor or the Employer (as the case may be) as a result of the default of this Contract.
- (R) If either the Contractor or the Employer has breached any terms and conditions under this Contract, the defaulting party shall indemnify against all related actual financial losses and expenses necessarily incurred by the Contractor or the Employer (as the case may be) arising from the breach.
- (S) The Employer has the rights to recover any expense, loss or claim from payment payable to the Contractor by notice in writing, the same may be deducted or offset from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other contracts the Contractor has entered into with the Employer.
- (T) The Contractor's liability for loss or damages arising from or in relation to this Project, as a result of breach of contract, tort (including negligence,) or otherwise in relation to the Contractor's performance of its obligations under the Contract, is limited to a liability cap as THREE (3) times of the Contract sum. This sub-clause does not apply when the Court or an arbitral tribunal finds that the Contractor has engaged in willful misconduct or fraudulent behavior or gross negligence or a fundamental breach of the Contract.
- (U) The sub-clauses of this Clause in respect of the Contractor's obligations to indemnify the Employer shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.
- (V) Subject always to the Employer's right of rejection (in which case all title to and risks in any rejected Goods in the possession of the Employer shall remain with or pass back to the Contractor upon the Employer's request for

rejection), all title to and risks in the Goods shall pass from the Contractor to the Employer upon delivery and written acceptance of the Goods by the Employer.

- (W) The Contractor shall provide and employ and shall ensure that any of his sub-contractors shall provide and employ in connection with the execution of the Works or the Services sufficiently skilled, competent, qualified, experienced personnel as is necessary for the proper and timely execution of the Works or the Services.

25 Instruction and Procedure

The Contractor shall comply with all reasonable instructions of the Employer and the Employer's Representative. The Employer and/or the Employer's Representative may issue to the Contractor general instructions on procedure and shall supply such additional information as may be required. The Contractor shall follow such procedures as far as possible and shall obtain prior written approval from the Employer or the Employer's Representative for any intended major departure from such procedures. Nothing in this Clause shall relieve the Contractor's obligations under the Contract.

26 Not used

27 Not used

28 Programme to be Submitted and Agreed

- (A) The 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 for the Employer or the Employer's Representative to agree. If any of such proposed changes are agreed by the Employer or the Employer's Representative, 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 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 or the Employer's Representative shall either agree the draft programme or instruct the Contractor to submit a revised draft programme which the Contractor shall prepare.

- (C) If the Employer or the Employer's Representative do not agree the revised draft programme submitted under sub-clause (B) of this Clause, he shall issue an instruction under Clause 25 to the Contractor.
- (D) When the Employer or the Employer's Representative 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 prior written approval of the Employer or the Employer's Representative.

29 Payment

Payments under the Contract shall be made in accordance with the Fee Proposal or the Purchase Order (as the case may be).

30 Fees to be Inclusive

- (A) Prices and the currency shall be as specified in the Contract. Unless provided otherwise, the fees set out in the Fee Proposal or the Purchase Order (as the case may be) shall be inclusive of all taxes, labour, materials and expenses incurred in the course of provision of the Project Materials.
- (B) If required by the Employer, the detailed price list should also be provided, covering all items affecting the price such as the taxes, service charges, etc.

31 Payment in Hong Kong Dollars

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

32 Expenses incurred in currencies other than Hong Kong dollars

The Contractor shall specify in its claims for other reimbursement expenses incurred in currencies other than Hong Kong dollars the date on which the expenses were paid. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking Corporation at the commencement of business on the date the expense was paid.

33 Payment of Accounts

- (A) The Contractor shall submit an invoice once the Project Materials have been delivered and accepted by the Employer. Original invoices shall be submitted by mail to Employer's headquarters (of which the address may be changed

upon the Employer's written notice to the Contractor) unless otherwise required by the Employer.

- (B) Except as provided for in sub-clause (C) of this Clause accounts of all money due from the Employer to the Contractor in accordance with the Contract shall be paid within THIRTY (30) days after receipt and verification of the Contractor's invoice by the Employer. In the event of failure by the Employer to make payment to the Contractor in compliance with the provisions of this Clause the Employer shall pay to the Contractor interest at the 1% above the rate of prime upon any overdue payment from the date on which the same should have been made.
- (C) If any item or part of an item of an account rendered by the Contractor is reasonably disputed or subject to reasonable requisitions by the Employer or the Employer's Representative, the Employer shall within THIRTY (30) days after receipt of the invoice by the Employer inform the Contractor in writing of all items under dispute or subject to requisitions. The Contractor shall cancel the original invoice and reissue an invoice for the undisputed amount within TEN (10) days.
- (D) The Contractor and the Employer shall promptly investigate any disputed invoice and shall act reasonably to resolve the dispute. Any disputed invoice or part of an invoice agreed by the Employer to be payable following resolution shall be re-invoiced as appropriate. Notwithstanding the foregoing, the Contractor shall continue to provide the Project Materials in full as if the dispute and/or requisitions did not exist.
- (E) The Contractor shall be responsible for ensuring that all information on invoices is complete and accurate, and that specific reference is made to the Contract reference number assigned by the Employer.

34 Rendering of Accounts

The Contractor shall render his accounts for interim payments in accordance with the Fee Proposal or the Purchase Order (as the case may be).

35 Not used

36 Reduction of Lump Sum Fees

If there shall be a reduction in the Services or Works 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 19;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 19;
and
- (iv) instructions given under Clause 25;

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

37 Not used

38 Employer's Assignment and Novation

- (A) The Employer may assign or transfer the whole or any part of its rights and/or benefits under the Agreement at any point in time to any third party without the Contractor's consent. Any such assignment or transfer shall be notified to the Contractor as soon as practicable.
- (B) The Employer shall have the right to novate to a third party ("**Novatee**") all of the Employer's rights, interests and benefits, obligations, liabilities and duties, without limitation, known and unknown, existing and contingent, actual and otherwise, in connection with the Agreement at any point in time. The Contractor shall enter into a novation agreement with the Employer and the Novatee to the effect that:
 - (1) the Novatee shall assume all rights, interests and benefits, obligations, liabilities and duties of, and all claims for and against, the Employer in connection with the Agreement in place of the Employer as if the Novatee were the original party to the Agreement;
 - (2) the Novatee shall have power to exercise all rights expressed to be those of the Employer under the Agreement;
 - (3) the Novatee shall perform and comply with, and be bound by, each and every duty and obligation of the Employer under the Agreement as if the Novatee were named in the Agreement in place of the Employer; and

- (4) the Contractor shall release and discharge the Employer from any and all obligations, liabilities and duties in relation to the Contractor of any kind, known and unknown, existing and contingent, actual and otherwise in connection with the Agreement.

A specimen of the novation agreement is annexed as Appendix 1 hereto.

39 Contractor's Non-Assignment

The Contractor shall not, without the prior written consent of the Employer, assign or otherwise transfer the benefit and/or obligations of the Contract or any part thereof to any third party, and the performance of the Contract by the Contractor shall be deemed to be personal to the Contractor.

40 Employment and Replacement of sub-consultants / sub-contractors

The Contractor shall obtain the prior written approval of the Employer for:

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

41 Liability of Contractor for acts and default of sub-consultants / sub-contractors

The appointment of sub-consultants / sub-contractors to undertake any part of the Assignment shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, default and neglects of any sub-consultants / sub-contractors, their agents, servants or workmen fully as if they were the acts, default and neglects of the Contractor, the Contractor's agents, servants or workmen.

42 Publicity relating to the Contract

The Contractor shall submit to the Employer all advertising or other publicity materials relating to the Contract or the Project Materials in connection with the Contract wherein the Employer's name is mentioned or language used from which a connection with the Employer can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity materials without the prior written consent of the Employer.

43 Suspension, resumption or termination

- (A) If the Contractor is delayed or prevented from performing its obligations under the Contract by circumstances beyond its reasonable control (including acts of God, war, riot etc.), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Contract, the Contract may be terminated by the Employer.
- (B) Unless sub-clause (A) of this Clause apply, the Employer reserves the right to terminate the whole or any part of the Contract or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and requirements specified in the Contract and with the foregoing conditions, in particular with Clause 24, compliance with which by the Contractor is of the essence and a fundamental condition of this Contract.
- (C) The Contract may be suspended or terminated by the Employer for convenience without giving any reason by giving the Contractor ONE (1) month's prior notice in writing.
- (D) Upon suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be paid all fees and expenses commensurate with the Services performed by them and accepted by the Employer up to the date of suspension or termination less all fees and expenses previously paid to the Contractor. The Contractor has the obligations to stop work immediately but in an orderly manner and deliver to the Employer documents in its possession, custody and/or control relating to the Project. The Employer shall not be liable for any loss of profits and other losses incurred by the Contractor as a result of the termination or suspension caused by the Contractor or arising from a fault on the part of the Contractor.
- (E) In the event of suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for the related actual financial commitment or obligation outstanding after the giving of the notice of suspension or termination which he has properly incurred in accordance with the Contract prior to the giving of the notice of suspension or termination.
- (F) The payments referred to in sub-clauses (D) and (E) of this Clause shall be deemed in full and final payment for the Project Materials up to the date of suspension or termination. The Contractor shall be entitled to such payments only if the suspension or termination is not attributable to default on the part

of the Contractor.

- (G) For service resumption after suspension, the Employer shall give a written notice to the Contractor in no less than SEVEN (7) working days before the planned resumption date of the Project. The Contractor shall thereafter continue with the Services with the same terms and conditions set forth in the Contract. The Project period shall be extended for a period corresponding to the period of suspension or otherwise mutually agreed between the Employer and the Contractor.
- (H) In the event of suspension and subsequent resumption of the Project the Contractor shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- (I) If the Project 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 payable payment under the Contract.
- (J) Should the Contract continue to be suspended for a period of more than two years then either:
- (i) it may be terminated upon the written notice of either party; or
 - (ii) it may be renegotiated with the agreement of both parties.
- (K) Upon expiry or early termination of the Contract (howsoever occasioned):
- (i) the Contract shall be of no further force and effect, but without prejudice to:
 - (1) the Employer's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Employer to terminate the Contract);
 - (2) the rights and claims which have accrued to a Party prior to the Termination; and
 - (3) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the termination of the Contract.

- (L) If there is any breach of GCC Clause 4, the Employer may terminate the Contract and the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted by the Employer before the termination of the Contract but was not paid for at the time of termination). The Contractor shall be liable for the related actual financial loss or expenses necessarily incurred by the Employer as a result of the termination of the Contract.
- (M) Without affecting the generality of the foregoing sub-clauses and notwithstanding any provision in this Contract, upon the occurrence of any of the following events, the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted at the Employer before the termination of the Contract but was not paid for by the time of termination) and the Employer may (a) immediately terminate the Contract without prior notice, (b) engage a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract, (c) claim for loss, damage and/or expense incurred by the Employer against the Contractor as a result of the termination of the Contract under this sub-clause (including engaging a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract), (d) carry out, deliver and complete such Goods / Works / Services by its own resources or by other contractors:
- (i) the Contractor, his sub-contractors of any tiers or employees or agents or the subcontractors' employees have engaged or are engaging or are reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary or prejudicial to the interest of national security; or
 - (ii) the continued engagement of the Contractor his sub-contractors of any tiers or employees or agents or the subcontractors' employees or the continued performance of the Contract is contrary or prejudicial to the interest of national security;
 - (iii) the Contractor shall at any time become bankrupt, insolvent, or shall be placed in receivership or go into liquidation or receivership, or 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

the Employer;

- (iv) the Contractor is found to be or is reasonably suspected to have been involved in collusion in the quotation process, and breach or non-compliance with any requirements of the Anti-collusion Clause of the Terms of Quotation / Conditions of Tender (in which case the Employer also has the right to report all suspected instances of bid-rigging to the Competition Commission ("**Commission**") established under the Competition Ordinance (Cap. 619) and provide the Commission with any relevant information, including but not limited to information on the bid and the Contractor's personal data; the Contractor may also lose his right for submitting quotations or tenders to the Employer in the future);
- (v) the Contractor or the Contractor's sub-contractors of any tiers or employees or agents or the subcontractors' employees do not comply or are reasonably suspected to fail to have complied with the relevant laws of HKSAR (including but not limited to Prevention of Bribery Ordinance (Cap. 201) as set out in Clause 47 below) and the terms and conditions of the Contract;
- (vi) any serious accident (personal injury/ death/ damage to property) occurs arising from or is reasonably suspected to have arisen from the Contractor's failure to comply with any sub-clauses of Clause 50.

The Employer shall be entitled to deduct from monies otherwise payable to the Contractor to cover the actual loss being suffered by the Employer; if the monies otherwise payable to the Contractor are not sufficient to cover the Employer's actual loss, the Contractor shall be liable to fully reimburse the Employer for the same accordingly.

44 Probity

The Contractor shall at all times be a business entity of integrity. Its tendering, contracting and/or sub-contracting practices shall be transparent and the Contractor must be accountable for the same. The Contractor shall secure due and timely payment to its suppliers, sub-contractors and employees.

45 Appeal to Employer

The Contractor shall have the right to appeal to the Employer against any instruction or decision of the Employer's Representative which the Contractor considers to be unreasonable.

46 Settlement of Disputes

- (A) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, either party shall be entitled to refer the dispute or difference to the Employer and the partner or director of the Contractor, who shall meet within TWENTY ONE (21) days of such matter being referred to them.
- (B) If the dispute or difference cannot be resolved within TWO (2) months of a meeting under sub-clause (A) of this Clause or upon written agreement of the Employer and the Contractor that the dispute or difference cannot be resolved in such meeting, either the Employer or the 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 Contractor do not wish the matter to be referred to mediation then either the Employer or the 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 NINETY (90) days of either the refusal to mediate, or the failure of the mediation. The parties agree that all provisions of Schedule 2 to the Arbitration Ordinance are applicable to the arbitration.
- (D) The Hong Kong International Arbitration Centre 2014 Domestic Arbitration Rules shall apply to any arbitration instituted in accordance with this Clause unless the parties agree to the contrary.

47 Prevention of Bribery

- (A) The Contractor shall duly inform his employees who are engaged either directly or indirectly in the formulation and implementation of any project of the Employer that the soliciting or accepting of an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) (“**POBO**”) is not permitted. The 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 Employer.

- (B) The Contractor shall prohibit and prevent his employees, agents and sub-consultants / sub-contractors or any others directly or indirectly engaged by the Contractor who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the POBO when conducting business in connection with this Contract. Without the approval of the Employer, 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 in favour of, or discount to any staff of the Employer. Any such offence committed by the Contractor or his employees, agents and sub-consultants / sub-contractors or any others directly or indirectly engaged by the Contractor will render the tender null and void. The Employer may also terminate the Contract granted without prior notice and hold the Contractor liable for any loss or damage so caused to the Employer.

48 Declaration of Interest

- (A) On appointment and during the currency of the Contract, the Contractor must declare any interest that the Contractor and any of his associated companies may have in any projects or contracts with the Employer if such interest is considered to be in real or apparent conflict with the duties of the Contractor under this Contract or the duties of his associated companies under any contracts with the Employer. The Contractor shall not undertake any services, which could give rise to conflict of interest, except with the prior written approval of the Employer which approval shall not be unreasonably withheld.
- (B) In any case, the Contractor shall not undertake and shall procure that any of his associated companies does not undertake any services for any entity in respect of a contract between that entity and the Employer for which the Contractor is providing a service to the Employer.

49 Insurance

(A) Employees' Compensation Insurance Policy

- (i) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, and unless the Assignment Brief otherwise specifies, the Contractor shall at his own expenses warrant to take out and maintain an Employees' Compensation Insurance Policy ("**EC policy**") covering all liabilities arising from any death of, accident or injury to any workmen or other persons in the employment of the Contractor and any sub-contractor of all tiers and the Employer and/or any related subsidiaries of the Employer 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 delivery of Goods / Works / Services including the Maintenance Period or Defects Liability Period (if applicable). In this EC policy, the Employer and/or any related subsidiaries of the Employer should be named as joint insured and “Waiver of Subrogation Clause against Construction Industry Council and/or any related subsidiaries of Construction Industry Council (if any)” should be included. Considering the Employer and/or any related subsidiaries are named as joint insured in this insurance cover, W338 Indemnity to Principal Clause is optional to be included. However, the wording of “the Company shall not be liable under this Endorsement (except under the Ordinance) in respect of any injury by Accident or Disease due to or resulting from any act default or neglect of the Principal (Employer) his servants or agents” should be removed from clause wording of W338 Indemnity to Principal Clause. 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 under item (i), the Employer may at its own discretion terminate the Contract.

- (ii) Before the commencement of delivering Goods and/or Works and/or Services under the Contract, subject to the terms of the Assignment Brief, effect and maintain an EC policy, in joint name with the Employer and/or any related subsidiaries (including Endorsements revised W348 and W204) which he is required to effect pursuant to item (i) above together in case of sub-contractor(s) involved with satisfactory proof of payment of the current premiums thereof, and produce a copy of the EC policy to the Employer unless otherwise mentioned in the assignment brief. 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 under item (ii), the Employer may at its own discretion terminate the Contract. The Contractor shall effect and keep in force during the Contract period at his own expense a policy of insurance against all claims, demands or liability aforesaid in the Contract with an insurance company of the Employer’s choice and shall continue such insurance during the continuance of the Contract.
- (iii) In the event of any of the Contractor’s sub-contractors of all tiers or employees or agents or the subcontractors’ employees suffering any injury or death in the course of the Contract and whether there be a claim for compensation or not, the Contractor shall within SEVEN (7)

working days give notice in writing of such injury or death to the Employer.

(B) Public Liability Insurance Policy (“PLI policy”)

Without limiting the Contractor's obligations under the Contract, and if the Assignment Brief so specifies, the Contractor shall take out and maintain until the end of the term of the contract, a PLI policy of Insurance cover in the joint names of the Employer and/or any related subsidiaries, the Contractor and subcontractors of any tier in a sum of not less than HK\$30,000,000 for any one accident and unlimited during the period of insurance, against any liability, loss, claim, expense or proceedings whatsoever incurred, sustained or made by any person arising under any Enactment or at common law, in respect of the personal injury or death of any person or the damage to any real and/or personal property arising out of the execution of the Services or any act or omission by the Contractor in connection with the Contract, with established insurers of repute, subject to the Employer’s approval unless otherwise mentioned in the assignment brief. If the said PLI policy provides that the insurers will not be responsible for payment of any certain amount of compensation (including, without limitations, the amount of any excesses and deductibles), the Contractor shall be solely responsible for such payment and shall reimburse the Employer forthwith if the Employer shall be required to make such payment. For the avoidance of doubt, if the Assignment Brief specifies other requirements for the PLI policy, the requirements specified in the Assignment Brief shall prevail over the requirements under this Clause 49(B).

(C) Contractors’ All Risks including Third Party Liability Insurance Policy (“CAR policy”)

(i) Without limiting the obligations, liabilities and responsibilities of the Contractor under the Contract, unless otherwise specified in the Assignment Brief, the Employer has effected, with insurers of the Employer’s choice, for the benefit *inter alia* of the Employer, the Contractor and his sub-contractors of any tier and other direct specialist contractors a CAR policy in respect of *inter alia*:

- (a) Loss and damage to the Works under the Contract;
- (b) Third party liability

Refer to **Appendix 2** for an **insurance synopsis** (“**Insurance Synopsis**”) and reference should be made thereto for its full terms and effect.

(ii) CAR policy only covers contracts falling within the Contract Details as stated in the said Insurance Synopsis. Should any contract be not

covered within the Contract Details, or if it is specified in the Assignment Brief that the Employer has not effected a CAR policy, the Contractor must arrange another CAR policy in the joint name with the Employer and/or any related subsidiaries, at the Contractor's own cost, subject to the Employer's approval. Minimum coverage for third party liability under Section II of CAR policy (Liability to Third Parties) is HK\$30,000,000 for any one accident and unlimited in aggregate within the period of insurance during the period of insurance. Whilst the insurance cover for Section I of CAR policy (Own Damage to Contract Work), will be up to contract value of the Work, and including its Professional Fees, Removal of Debris at the % of contract value to be agreed with the Employer. For the avoidance of doubt, if the Assignment Brief specifies other requirements for the CAR Policy, the requirements specified in the Assignment Brief shall prevail over the requirements under this Clause.

- (iii) The Contractor shall for himself and on behalf of all sub-contractors of any tier accept the CAR policy 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.
- (iv) The Contractor shall be deemed to have read and understood the terms, provisions, conditions, exclusions and excesses of the CAR policy. 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.
- (v) It is acknowledged and understood that the CAR policy is subject to excesses and exclusions. In the event of a claim under the CAR policy 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, the Employer 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.

- (vi) Save for any case in which the relevant loss or injury arises from any act or neglect of the Employer or any person for whom the Employer is responsible, all costs and incidental expenses incurred in relation to claims including the preparation and submission of all formal claims under the CAR policy shall be borne by the Contractor.
- (vii) The Contractor shall forward to Employer's Representative a copy of all notices and claims submitted by him or all sub-contractors of any tier pursuant to the terms of the CAR policy within 24 hours of dispatch of such notice or claim. Upon a written request from the Employer, the Employer 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 policy, and in any such event the Contractor hereby appoints, and shall procure that all sub-contractors of any tier appoint, Employer as his or their agent for that purpose.
- (viii) All monies to be received under the CAR policy shall be paid to the Employer as loss payee. The Contractor and all sub-contractors of any tier hereby irrevocably authorize the Employer to give good discharge to the insurers for such monies.
- (ix) Upon the occurrence of any loss or damage to the works under the Contract, the Contractor with due diligence shall restore the 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 policy (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 the Employer'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 policy.

(D) Professional Indemnity Insurance Policy (“PII policy”)

- (i) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 24, the Contractor shall, if the Assignment Brief specifies, as from the date of commencement of the Contract, and thereafter, maintain an insurance cover up to 6 years from contract completion 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 Contractor, his sub-consultants of all tiers, his servants and agents of all and singular the Services.

- (ii) In the event that through no fault of the Contractor it becomes impractical or unreasonable to maintain the said cover for the full period required by sub-clause (i) of this Clause, the Contractor may propose alternative arrangements for the Employer's approval.
- (iii) 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 Contractor shall each year lodge with the Employer a certificate signed by and on behalf of the Contractor's insurers stating that the said policy or policies of insurance remain in full force.
- (iv) Unless otherwise specified in the Assignment Brief, the amount of insurance cover as mentioned in sub-clause (i) of this Clause shall be a minimum of THREE (3) times of the Contract sum or HK\$10,000,000 in the aggregate, whichever is higher.

50 Safety Precaution

- (A) The 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. The Contractor shall throughout the progress of the Works take full responsibility for the adequate stability and safety of all operations on the Site.
- (B) Pursuant to the Employer's Contractor's Safety Requirements, Factories and Industrial Undertakings Ordinance (Cap. 59), Occupational Safety and Health Ordinance (Cap.509) and all sub-legislations thereunder, whilst executing 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. The Contractor shall ensure full compliance of all such requirements.
- (C) The Contractor, his subcontractors of all tiers and employees employed by the Contractor for construction work or container handling 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 equipment/machines for the works.

- (D) In addition, the Contractor, his subcontractors of all tiers and employees employed by the Contractor for construction trade(s) of high risk under the Contract shall also hold valid Specified Trade Safety Training Certificates (commonly known as “**Silver Cards**”).
- (E) 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 the Employer 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.
- (F) Smoking is not permitted in the workplace. If the Works involve the use of naked flame, the Contractor must implement sufficient fire prevention measures.
- (G) The Contractor shall take adequate steps (e.g. provide a suitable working platform) and provide all necessary equipment at its own expenses to prevent any person from falling from a height of 2 metres or more. The Employer’s Guidelines on Work-above-ground Safety shall be strictly followed.
- (H) Without prejudice to the foregoing sub-clauses, the Contractor shall adopt all reasonable measures to ensure the health, safety and wellbeing of its employees, and those of third parties on the site. The Contractor shall also ensure that the Contractor and his sub-contractors of all tiers comply at all times with all relevant legislations, statutory rules and regulations, and all guidelines, best practices and industrial standards published and/or updated by the Employer from time to time (including but not limited to those annexed hereto (if any)). The Contractor is encouraged to achieve higher standards where possible.

51 Avoidance of Nuisance and Making Good Working Areas

- (A) The Contractor shall take all necessary measures to ensure that the Contractor’s operations be carried out in such manner as to cause as little inconvenience as possible to residents, the public or the operation of construction sites in the vicinity of the premises where the Contractor carries out the Works. The Contractor shall be held responsible for any claim, which arises from non-compliance with this clause.

- (B) The Contractor shall take all reasonable care so as not to cause any damage to property or not to cause any nuisance. The Contractor shall indemnify the Employer from any claim against the Employer arising from default of the Contractor in this respect.
- (C) 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 workplaces are kept free from obstruction.
- (D) The Contractor shall confine his operations to the minimum areas required for the works and shall at all times work in a clean, tidy and considerate manner having proper regard to other contractors/consultants working in the same site. As soon as work has been completed for any location, the Contractor shall remove all debris resulting from his activities and make good any damage.
- (E) All refuse shall be delivered properly to the refuse collection warehouse specified by the Employer at the end of each working day or on any dates specified by the Employer.

52 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 Contractor; and
- (ii) the quotation or fee proposal submitted by the Contractor.

53 Code of Conduct for Staff

- (A) The Contractor shall explicitly prohibit his employees from soliciting or accepting any advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) in discharging its duties under the Contract.
- (B) The Contractor shall implement a system requiring his employees to declare to him any interest they or their immediate families have or may have any conflict between their personal interest and their official positions in relation to this Assignment.

- (C) The Contractor shall prohibit his employees from taking 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 Contractor shall take adequate measures to protect any confidential / privileged information entrusted or obtained in relation to the Contract; and procure that his employees must not disclose to a third party any of such information without prior written consent from the Employer.
- (E) The 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 Contract.
- (F) When carrying out the Works delivered under the Contract, all workers have to wear the temporary work permit issued by Employer. If the temporary work permit is lost, the Contractor, his sub-contractors of all tiers or employees or agents or the subcontractors' employees have to report to the Employer and request a re-issue of the temporary work permit at HK\$100 each.
- (G) If the Contractor finds it necessary to park their motor vehicles within the premises of the Employer, an application has to be lodged with the Employer in advance. If the application is approved by the Employer, the parking permit issued by the Employer and the contact telephone number of the driver using the parking permit has to be displayed on the motor vehicles.

54 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.

55 Non-Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party or be regarded as a waiver of that party, nor shall any waiver of a party's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative. No waiver shall be effective unless it is in writing and signed by an authorized representative of

the waiving party.

56 Severability

In case any provision in this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

57 Contractor's Claims for Extras

- (A) The Contractor shall send to the Employer's Representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any extension of time for completion of the Works and for additional expense (if any) to which the Contractor may consider himself entitled and of all extra or additional work carried out by the Contractor during the preceding month.
- (B) No claim for extension of time for completion of the Works 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 shall be considered.
- (C) If the Employer's Representative is of the opinion that the delay is caused by:
- (i) inclement weather and/or its consequences hampering the progress of the Works, or
 - (ii) the hoisting of tropical cyclone warning signal No. 8 or above or the issue of a Black Rainstorm Warning or the Government's announcement of extreme conditions, or
 - (iii) an instruction issued under Clause 25, or
 - (iv) a variation ordered under Clause 62, or
 - (v) a substantial increase in the work required to be done not resulting from a variation ordered under Clause 62, provided that the increase was not apparent from the Contract documents, or
 - (vi) the Contractor not being given possession of any part of the Site pursuant to the Contract or is subsequently unduly deprived of it by the Employer, or
 - (vii) a disturbance to the progress of the Works for which the Employer is responsible, or
 - (viii) the Employer suspending the Works in accordance with Clause 43

insofar as the suspension is not occasioned by the circumstances described in Clause 57 (D)(i) to (v), or

- (ix) any utility undertaking or other duly constituted authority failing to commence or carry out timely any work thereby hampering or preventing the execution of the Works, provided that the Contractor has taken all practical measures to cause it to commence or to proceed with such work timely, or
- (x) any Nominated Sub-contractor for any reason specified in sub-clause (C)(i) to (ix) of this Clause, provided that the Contractor has taken all reasonable measures to prevent, or
- (xi) change in law, or
- (xii) unforeseen site conditions, or
- (xiii) any special circumstance hampering the progress of the Works,

then the Employer's Representative shall within a reasonable time consider whether the Contractor is fairly entitled to an extension of time for the completion of the Works or any Section thereof as claimed by the Contractor or at all.

- (D) Notwithstanding the general powers of the Employer's Representative under the provisions of this Clause to determine whether the Contractor is fairly entitled to an extension of time, the Contractor shall not be entitled to an extension of time for the completion of the Works or any Section thereof if the cause of the delay is:

- (i) a suspension not provided for in the Contract, or
- (ii) a suspension necessary by reason of inclement weather conditions affecting the safety or quality of the Works or any part thereof, or
- (iii) a suspension necessary by reason of some default on the part of the Contractor or any person carrying out the Works except person for whom the Employer is responsible, or
- (iv) a suspension necessary for the proper execution of the Works or for the safety of the Works or any part thereof or for the safety and health of any person or the safety of any property on or adjacent to the Site in as much as such necessity does not arise from any act or default of the Employer or
- (v) a shortage of Constructional Plant or labour.

- (E) If in accordance with sub-clause (A) of this Clause the Employer's Representative considers that the Contractor is fairly entitled to an extension of time for the completion of the Works or any Section thereof, the Employer's Representative shall within a reasonable time determine, grant

and notify in writing to the Contractor such extension. If the Employer's Representative determines that the Contractor is not entitled to an extension, the Employer's Representative shall notify the Contractor in writing accordingly.

Provided that the Employer's Representative in determining any such extension shall take into account all the circumstances known to him at that time, including the effect of any omission of work or substantial decrease in the quantity of any item of work.

Provided further that the Employer's Representative shall, if the Contractor shall so request in writing, make a subsequent review of the circumstances causing delay and determine whether any further extension of time for completion should be granted.

For the avoidance of doubt if the Employer's Representative grants an extension of time in respect of a cause of delay occurring after the Employer is entitled to recover liquidated damages in respect of the Works or any Section, the period of extension of time granted shall be added to the prescribed time or previously extended time for the completion of the Works or, as the case may be, the relevant Section.

- (F) For the purposes of determining whether or to what extent the Contractor may be entitled to an extension of time under sub-clause (C) of this Clause the Employer may require the Contractor to submit full and detailed particulars of the cause and extent of the delay to the progress of the Works. If the Contractor fails to comply with the provisions of this sub-clause, the Employer shall consider such extension only to the extent that the Employer's Representative is able on the information available.
- (G) Whenever the Employer's Representative grants an extension of time for completion in accordance with this Clause, the Contractor shall revise the programme referred to in Clause 28 accordingly.
- (H) Except as provided elsewhere in the Contract, any extension of time granted by the Employer's Representative to the Contractor shall be deemed to be in full compensation and satisfaction for any loss or injury sustained or sustainable by the Contractor in respect of any matter or thing in connection with which such extension shall have been granted and every extension shall exonerate the Contractor from any claim or demand on the part of the Employer's Representative for the delay during the period of such extension but not for any delay continued beyond such period.

- (I) For the purpose of this Clause, “Black Rainstorm Warning” means a warning issued by the Director of the Hong Kong Observatory of a heavy rainstorm in, or in the vicinity of, Hong Kong by the use of the heavy rainstorm signal commonly referred to as Black.

58 Commencement of the Works

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

59 Time for Completion

- (A) The Works and any Section thereof shall be completed within the time or times stated in the Assignment Brief calculated from and including the date for commencement notified by the Employer in accordance with Clause 58 or such extended time as may be determined in accordance with Clause 57.
- (B) General Holidays shall be included in the time for completion unless otherwise stated in the Contract.

60 Liquidated Damages

- (A) If the Contractor fails to complete the Works or where the Works are divided into Sections any Section within the time for completion prescribed by Clause 59 or such extended time as may be granted in accordance with Clause 57, then the Employer shall be entitled to recover from the Contractor liquidated damages. The payment of such damages shall not relieve the 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’s Representative certifies completion under Clause 61 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’s Representative.

- (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 Contractor to the Employer pursuant to this Clause shall be paid as liquidated damages for delay and not as a penalty.
- (E) If the Contractor fails to complete the Works by the time stated in the Contract pursuant to Clause 59, or such extended time as may be determined in accordance with Clause 57, then the Contractor shall pay or allow to the Employer a sum calculated at the rate as specified at the Assignment Brief as liquidated and ascertained damages for the period during which the Works shall so remain or have remained incomplete, and the Employer may deduct such sum from any monies due or to become due to the Contractor under the Contract.

61 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 Contractor may serve notice in writing to that effect to the Employer's Representative, accompanied by an undertaking to carry out any outstanding work during the Defects Liability Period, requesting the Employer's Representative to issue a certificate of completion in respect of the Works. The Employer's Representative shall, within TWENTY ONE (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 Representative'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 Contractor specifying all the work which, in the Employer's Representative's opinion, is required to be done by the Contractor before such certificate can be issued, in which case the 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's Representative the Works have been substantially completed and satisfactorily passed any final test which may be prescribed by the Contract, the Employer's Representative 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 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's Representative and in any event before the expiry of the Defects Liability Period. The 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 and the Employer's Representative before the expiry of the Defects Liability Period.
- (D) The provisions of sub-clauses (A), (B) and (C) of this Clause shall apply equally to any Section.
- (E)
 - (i) The Employer's Representative shall give a certificate of completion in respect of any part of the Works which has been completed to the satisfaction of the Employer's Representative and is required by the Employer for permanent occupation or use before the completion of the Works or any Section.
 - (ii) The Employer's Representative, following a written request from the 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's Representative 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.

62 Variations

- (A) The Employer's Representative may order in writing any variation to any part of the Works 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 Contractor shall forthwith carry out such variation in accordance with the Employer's Representative's instruction.
- (B) No variation ordered by the Employer's Representative shall in any way vitiate or invalidate the Contract but all such variations shall be valued in accordance with Clause 63.
- (C) Any variation ordered by the Employer's Representative may include a requirement for the Contractor to prepare and submit within FOURTEEN (14) days of the 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's Representative may request the Contractor to submit a lump sum quotation in writing within FOURTEEN (14) days of receipt of such request, or within such other time as may be agreed between the Employer or the Employer's Representative and the Contractor.
- (ii) In the event that the Contractor is not subsequently instructed by the Employer's Representative to execute the variation referred to in Clause 61(D)(i) above, the 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's Representative.
- (E) (i) The Contractor may propose a variation by submitting in writing to the Employer's Representative 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 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's Representative shall within TWENTY EIGHT (28) days of receipt of the 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 Contractor and the Employer's Representative, but solely at the discretion of the Employer, confirm whether or not he agrees to the proposed variation and, if so, order the 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.

63 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's Representative under Clause 62 (other than a variation ordered under sub-clause (E) of Clause 62) 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 Contractor to the Employer's Representative in accordance with sub-clauses (E) and (F) of this Clause.
- (B) The valuation of any variation ordered by the Employer's Representative in accordance with sub-clause (A) of Clause 62 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's Representative and the Contractor failing to reach agreement on any rate or price under the provisions of sub-clause (D) of this Clause, the Employer's Representative shall fix such rate or price as shall in his opinion be reasonable and notify the Contractor accordingly.
- (D) The Employer's Representative 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 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 Contractor.

Provided that if the nature or extent of any variation ordered in accordance with sub-clause (A) of Clause 62 relative to the nature or extent of the Works or any part thereof shall be such that in the opinion of the Employer's Representative 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's Representative and the 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 Contractor to the Employer's Representative in accordance with sub-clause (C) or (D) of Clause 62 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 and its representative to evaluate the lump sum quotation.
- (F) The Employer's Representative shall notify the Contractor not later than FOURTEEN (14) days from the receipt of any such lump sum quotation (or such other time as may be agreed between the Employer's Representative and the Contractor) whether or not it has been accepted. If accepted, the amount specified in the lump sum quotation, or otherwise agreed between the Employer's Representative and the Contractor, shall be the full sum to which the 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 62 and the lump sum quotation is not accepted by the Employer's Representative, then the work ordered under

sub-clause (A) of Clause 62 shall be valued in accordance with sub-clause (E) of this Clause.

- (H) The Contractor shall supply the Employer's Representative with any further information reasonably requested by the Employer's Representative within FOURTEEN (14) days of the request to enable him to value any variation ordered under sub-clause (A) of Clause 62.
- (I) The Employer's Representative shall within TWENTY EIGHT (28) days of the receipt of the information requested under sub-clause (H) of this Clause notify the Contractor of his valuation.

64 Valid Certificates of Intermediate Trade Testing or higher qualifications

Except for carrying out general cleaning, delivering or sweeping tasks or having special approval of the Employer's Representative, all workers employed by the Contractor or sub-consultants of all tiers to work under this Contract shall 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 shall be submitted to the Employer's Representative before the commencement of works.

65 Loss & Expense

If upon written application by the Contractor to the Employer's Representative, the Employer's Representative is of the opinion that the Contractor has been or is likely to be involved in expenditure for which the Contractor would not be reimbursed by a payment made under any other provision in the Contract by reason of the progress of the Works or any part thereof having been materially affected by:

- (A) any variation ordered in accordance with Clause 62 (other than a variation where the relevant lump sum quotation submitted in accordance with sub-clause (C) or (D) of Clause 60 has been accepted by the Employer's Representative or a variation ordered under sub-clause (E) of Clause 62), or
- (B) the testing of plant, materials or workmanship not required by the Contract but directed by the Employer's Representative unless the inspection or test showed that the plant, work, materials or workmanship were not in accordance with the Contract, or
- (C) delay caused by any person or any company, not being a utility undertaking,

engaged by the Employer in supplying materials or in executing work directly connected with but not forming part of the work, or

- (D) late delivery of materials, plant or equipment by the Employer,

then the Employer's Representative shall ascertain the cost incurred and shall certify accordingly.

66 Registered Specialist Trade Contractors Scheme (RSTCS)

- (A) Where the Contractor is to sub-contract part of the Works, execution of which involves trades available under the Registered Specialist Trade Contractors Scheme (RSTCS) of the Employer, the Contractor shall engage, for the purposes of execution of such part of the Works, sub-contractors who have completed their registration under the relevant trades available under the RSTCS before the commencement of the works under the relevant sub-contracts. The Contractor shall not engage a sub-contractor who is suspended or in the process of an appeal against his suspension from registration under the RSTCS unless the suspension is lifted before the commencement of the works under the relevant sub-contracts.
- (B) The Contractor shall ensure that where any part of the Works is sub-contracted to a sub-contractor engaged under Clause 66(A) above, execution of which involves trades available under the RSTCS is further sub-contracted (irrespective of any tier), only sub-contractors (irrespective of any tier) who have completed their registration under the relevant trades available under the RSTCS before the commencement of the Works under the relevant further sub-contracts are engaged for the purposes of execution of such part of the Works. The Contractor shall also ensure that a sub-contractor (irrespective of any tier) who is suspended or in the process of an appeal against his suspension from registration under the RSTCS shall not be engaged for the aforesaid further sub-contracting (irrespective of any tier) unless the suspension is lifted before the commencement of the works under the relevant further sub-contracts.

67 Temporary Work Permit

When carrying out the Works, all workers have to wear the temporary work permit issued by the Employer. If the temporary work permit is lost, the Contractor or worker shall report to the Employer and request a re-issue at \$30.

68 Maintenance Certificate

(1) Upon the expiry of the Defect Liability Period, or where there is more than one such Period, certificate upon the expiry of the latest Period and when all outstanding work referred to under Clause 61 and all work of repair, reconstruction, rectification and making good any defect, imperfection, shrinkage and other fault identified shall have been completed, the Employer's Representative shall issue a maintenance certificate stating the date on which the Contractor shall have completed his obligation to execute the Works.

(2) No certificate, other than the maintenance certificate, shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the Contract or any part thereof.

Provided that the maintenance certificate shall not be deemed to constitute approval of any work or other matter in respect of which it is issued which has not been carried out in accordance with the Contract and which the Employer's Representative could not with reasonable diligence have discovered before the issue of the maintenance certificate

(3) The issue of any certificate including the maintenance certificate shall not be taken as relieving either the Contractor or the Employer from any liability the one towards the other arising out of or in any way connected with the performance of their respective obligations under the Contract. Provided that the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the Works unless the Contractor shall have made a claim in relation thereto in accordance with the time limits specified in Clause 57.

Appendix 1

NOVATION AGREEMENT

THIS NOVATION AGREEMENT is made the day of 20 .

BETWEEN:

Construction Industry Council, duly incorporated under the Construction Industry Council Ordinance (Cap. 587 of the Laws of Hong Kong) with its registered office address at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong (the “**Employer**”);

[Contractor], a company incorporated under the laws of [country] with company number [*] having its registered office at [address] (the “**Contractor**”); and

[Novatee], a company incorporated under the laws of [country] with company number [*] having its registered office at [address] (the “**Novatee**”).

WHEREAS:

- A. The Employer and the Contractor have entered into a Contract for [Tender Title] (the “**Contract**”) for [description of works] at [address]. Pursuant to the Contract, the Employer shall have the right to novate to a third party all of the Employer’s rights, interests and benefits, obligations, liabilities and duties, without limitation, known and unknown, existing and contingent, actual and otherwise, in connection with the Contract at any point in time.
- B. The Employer desires to novate the aforesaid rights, interests and benefits, obligations, liabilities and duties to the Novatee pursuant to the Contract and be released and discharged from the Contract in accordance with this Novation Agreement.

- C. The Novatee agrees to take over the Employer's full benefits, obligations and remedies under the Contract from the Employer in accordance with this Novation Agreement.
- D. The Contractor agrees that the Novatee takes over the Employer's full benefits, obligations and remedies under the Contract from the Employer in accordance with this Novation Agreement.
- E. The date of execution of this Novation Agreement is taken as the Novation Date.

THE PARTIES AGREE that:

Novation

1. With effect from the Novation Date, the Novatee:
 - (a) assumes, in place of the Employer, all rights, interests and benefits, obligations, liabilities and duties of, and all claims for and against, the Employer, known and unknown, existing and contingent, actual and otherwise, in connection with the Contract at any point in time;
 - (b) assumes the power to exercise all rights expressed to be those of the Employer under the Contract; and
 - (c) shall perform and comply with, and be bound by, each and every duty and obligation of the Employer under the Contract

in every way as if the Novatee were named in the Contract in place of the Employer.

2. By its execution of this Novation Agreement, the Novatee hereby represents to the Contractor and the Employer that it is duly incorporated, validly existing,

has full power, authority and legal right to enter into the transactions contemplated by, and perform the obligations assumed pursuant to, this Novation Agreement and the Contract, and has taken all necessary action to authorise execution of this Novation Agreement.

Release

3. With effect from the Novation Date, the Contractor (a) releases and discharges the Employer from all obligations, liabilities, duties, actions, claims, proceedings and demands of any kind, known and unknown, existing and contingent, actual and otherwise in connection with the Contract without any recourse against the Employer, and (b) accepts the obligations and liabilities of the Novatee under the Contract in lieu of the obligations and liabilities of the Employer otherwise under the contract, and (c) agrees to be bound by the terms of the Contract in every way as if the Novatee were named in the Contract in place of the Employer.

Acknowledgement and acceptance

4. The parties hereto hereby acknowledge that this Novation Agreement constitutes novation of all the rights and obligations of the Employer under the Contract to the Novatee and the Contractor hereby agrees and accepts that this Novation Agreement constitutes a sufficient undertaking by the Novatee to perform the obligations of the Employer under the Contract.
5. This Novation Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region. For any dispute over the validity of this Novation Agreement (if any), the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong. For the avoidance of doubt, this clause shall not affect the dispute resolution mechanism under the Contract.

This Novation Agreement had been executed as on the day and year first before written.

For and on behalf of)
the CONSTRUCTION INDUSTRY COUNCIL)
by)
)
)

For and on behalf of)
by)
)
)
)

For and on behalf of)
by)
)
)
)

Appendix 2

Insurance Synopsis of Contractors' All Risks including Third Party Liability Insurance

Summary

Type	:	Contractors' All Risks – Open Cover
Terms	:	To follow the terms, limits and conditions of Asia Insurance Company Limited's Contractors' All Risks policy wording including all amendments / endorsements as detailed and agreed hereon.
Insured	:	Construction Industry Council as principal and/or all Main Contractors and its sub-contractors of every tier.
Period of Insurance	:	From Commencement Date to Expected Completion Date Local Hong Kong Time (both days inclusive) Defect Liability Period if any should be included
<hr/>		
Contract Details	:	<p><u>Scope and Nature</u></p> <p>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.</p> <p><u>Contract Value of Each Contract</u></p> <p>Contract Value at inception (i.e. at the time when the Contract was granted)</p> <p><u>Period of Insurance for Each Contract</u></p> <p>(1) Insured Contract other than Maintenance Contract Work</p> <p>(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</p> <p>(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.</p> <p>(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.</p>

<p>Coverage</p>	<p>: <u>Section I – Material Damage</u></p> <p>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.</p> <p><u>Insured Property – Item 1</u></p> <p>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.</p> <p><u>Insured Property – Item 2</u></p> <p>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.</p> <p><u>Sum Insured: 4% of Individual Contract Value</u></p> <p><u>Insured Property – Item 3</u> <u>Professional Fees: costs and expenses in respect of architects’ surveyors and consulting engineers’ fee incurred in the reinstatement of the insured property consequent upon its loss or damage but not for preparing any claim it being understood that the amount payable hereunder shall not exceed the scale charges of the appropriate professional body.</u></p> <p>Section II – Liability to Third Parties</p> <p>To indemnify the Insured in respect of all sums which the Insured shall become legally liable for:</p> <ul style="list-style-type: none"> (i) accidental 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 <p>and in addition the insurers shall be liable for</p> <ul style="list-style-type: none"> (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 <p>Limit of Indemnity: HK\$30,000,000 for any one accident and unlimited for the period of insurance (costs and expenses inclusive)</p>
<p>Geographical Area and Jurisdiction</p>	<p>: Hong Kong SAR</p>

Excess	:	Section I – Material Damage			
			<u>For contract with value of HK\$500,000 or below</u>	<u>For contract with value exceeding HK\$500,000 up to HK\$1,500,000</u>	<u>For contract with value exceeding HK\$1,500,000 up to HK\$3,000,000</u>
			HK\$	HK\$	HK\$
		Act of God/Fire/Theft:	15,000	20,000	30,000
		Others:	15,000	20,000	30,000
		Temporary Works:	15,000 min or 50% of loss(*)	20,000 min or 50% of loss(*)	30,000 min or 50% of loss(*)
		Water Damage to Work:	15,000 min or 20% of loss(*)	20,000 min or 20% of loss(*)	30,000 min or 20% of loss(*)
		Designer/Testing:	15,000	20,000	30,000
		Strike, Riot and Civil Commotion /Malicious Damage	15,000 min or 20% of loss(*)	20,000 min or 20% of loss(*)	30,000 min or 20% of loss(*)
		Typhoon / Storm / Tempest	15,000 min or 20% of loss(*)	20,000 min or 20% of loss(*)	30,000 min or 20% of loss(*)
		(*) – whichever is the greater			
		Section II – Liability to Third Party			
				<u>HK\$</u>	
Third Party Property Damage	:	40,000 min or 10% of loss (*)			
Vibration / Removal / Weakening of Support	:	40,000 min or 20% of loss (*)			
Underground Services	:	40,000 min or 20% of loss (*)			
Oil-Filled/Fibre-Optic Cable	:	40,000 min or 40% of loss (*)			
Principal Property	:	40,000 min or 20% of loss (*)			
Water Damage to Third Party Property	:	40,000 min or 20% of loss (*)			
Third Party Bodily Injury	:	40,000 min or 10% of loss (*)			
Strike, Riot and Civil Commotion /Malicious Damage	:	20,000 min or 20% of loss(*)			
(*) – whichever is the greater	:	40,000 min or 10% of loss (*)			
Conditions (inter alia)	:	<ol style="list-style-type: none"> 1. Revised Cross Liability Clause/ As per Asia’s standard Contractors’ All Risk Policy Jacket 2. B1 – Safety Precaution Clause amended to delete the 24 hours watchman requirement. 3. B2 – Special Conditions for Underground Services Clause 4. S001 Strike, Riot and Civil Commotion and Malicious Damage Endorsement. (Applicable to Section I only) The maximum liability under this extension is restricted to the sub-limit of HK\$1,500,000 in 			

		<p>aggregate for all losses for the whole period of insurance.</p> <p>5. A6 – Extra charges for overtime, night work, work on public holiday and ex-press fright (15% of adjusted loss)</p> <p>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)</p> <p>7. A7 – Extended to cover employer’s property under the care, custody or control of the insured contractors under Section II (Limit: HKD30,000,000 any one accident and in aggregate during any one period of insurance)</p> <p>8. Burning and Welding Clause</p> <p>9. 90 Days’ Cancellation Notice Clause (Subject to Pro-rata Refund Cancellation)</p> <p>10. Extended Maintenance Period Cover</p> <p>11. 90 Days Non-Renewal Notice by Insurer</p> <p>12. Claim Control Clause</p> <p>13. 72 hours Clause</p> <p>14. Hong Kong Claim Jurisdiction Clause</p> <p>15. Revised Arbitration Clause</p> <p>16. A3 – Extension of Cover for Designer’s Risks</p> <p>17. A4 – Extension of Cover for Inland Transit (Limit: HK\$100,000 any one loss)</p> <p>18. A5 – Extension of Cover for Off-Site Storage anywhere in HKSAR (Limit: HK\$100,000 any one loss)</p> <p>19. A2 – Extension of Cover for Testing and Commissioning (4 weeks)</p> <p>20. Escalation Clause (Limit: 15% of Contract Value)</p> <p>Other terms and conditions as per policy wording</p>
Principal Policy Exclusions (inter alia)	:	Other exclusions as per original policy.
Applicable Jurisdiction and/or Law Practice	:	Hong Kong SAR
Contractors’ Own Insurance Responsibilities	:	<p>(a) The Contractor’s All Risks including Third Party Liability Insurance does not cover the liability arising out of or in connection with the following:</p> <p>(i) motor vehicles and other Statutory Insurances.</p>

	<p>(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”.</p> <p>(iii) deductibles of the Policy.</p> <p>(b) The Contractor’s All Risks including 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.</p> <p>(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.</p> <p>(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.</p> <p>(e) The Contractor’s All Risks including Third Party Liability Insurance only covers contract within the contract details as stated in the Insurance Synopsis of Contractors’ All Risks including Third Party Liability Insurance. Should the contract not within the contract details, contractor must arrange another Contractor’s All Risks including 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.</p> <p>(f) The Contractor should provide both insurance document and premium receipt of insurance covers arranged for CIC keeping record. Besides, other than policy excess, Contractor should also bear all the costs and expenses in case of claim</p>
--	---



Contractor's Safety Requirements

承判商安全守則

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

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

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

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

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

General Rules

- 1) Contractors must arrange a representative(s) to attend a safety briefing before work commencement. Failure to attend briefings may result in work commencement not being permitted. Attendance at a briefing will be valid for 6 months; any contractor who had

attended a briefing within the 6 months prior to the work commencement day will be exempted from attending a further briefing.

- 2) Before work commencement, contractor must obtain an Attendance Proof – Safety Briefing. Work will be suspended immediately if an Attendance Proof – Safety Briefing has not been obtained.
- 3) The contractor's representative must be a direct employee of the awarded contractor.
- 4) The contractor's representative has the duty to clearly deliver to the employer all messages from safety briefings or any safety meetings.
- 5) Contractors have the obligation to send a representative(s) to attend any safety meeting held by CIC.
- 6) The contractor must ensure all of CIC's safety requirements are delivered and clearly explained to all personnel in the working team (including direct employees and subordinate contractors) before working within CIC's premises.
- 7) The delivery of CIC's safety requirements mentioned in clause 6) above must be documented in writing and a copy must be maintained within the work area for inspection.
- 8) In case of any inspection or visit conducted by government officials, contractors must notify the site's responsible person, CIC's department responsible for the project and CIC's Corporate Safety Team immediately.
- 9) Contractors are required to prepare a method statement document ("Method Statement") and a risk assessment document ("Risk Assessment") before work commencement. The Method Statement is to be a comprehensive and step-wise statement of the work sequence and method, with the help of drawings, layout plan etc. to illustrate in detail how the work will be conducted. The Risk Assessment is to cover all foreseeable risks resulting from each step of the work sequence. Adequate and suitable rectifying measures should be stated in the Risk Assessment and implemented. The Risk Assessment should be prepared or reviewed by the contractor's safety officer.
- 10) Contractors should submit the statutory appointment notice (Forms 4 & 5 in Factories and Industrial Undertakings (Safety Officers and Safety Supervisors) Regulation (Cap 59Z)) of any safety supervisors or safety officers to CIC for record.
- 11) Occurrence of any kind of imminent danger or unsafe act may result in suspension of work on site until adequate and appropriate remedial action to the satisfaction of CIC is taken.
- 12) All contractors' personnel must not smoke within CIC premises.
- 13) All contractors' personnel must not work under the influence of alcohol or drugs. Non-compliant individuals may be immediately removed from the site.

- 14) Work areas and material storage areas should be fully enclosed and the following signage should be displayed at the entrance of each individual area:
 - i. "No unauthorized entry" or similar,
 - ii. "No Entry Without Wearing Safety Helmet or Safety Shoes" or similar,
 - iii. Contractor Work Commencement Permit
 - iv. Pedestrian diversion instruction (if original access was affected),
 - v. List of Competent Persons (if applicable).
- 15) Whip checks should be installed on the connections of compressed air hoses.
- 16) CIC reserves the right to request any contractor's personnel to be suspended from working within CIC premises for repeated violations of safety requirements.
- 17) If the construction area is adjacent to any public area, the affected area must be fully enclosed in order to ensure no members of the public would be able to access the site area. For example, enclosing the work area with securely erected boards.
- 18) If the construction area is directly above any public area, the contractor is required to fence off the area below or any area that may be vulnerable to any falling objects from the construction project. Sufficient, proper warning notice must be displayed.

Personal Protective Equipment

- 19) Contractors have the obligation to ensure all workers, including all their subordinate contractor workers, have been provided with suitable and adequate personal protective equipment.
- 20) Contractors have the obligation to ensure all workers, including all their subordinate contractor workers, use personal protective equipment properly.
- 21) Contractors have the obligation to ensure personal protective equipment is in safe working condition.
- 22) All personnel within the works area must wear a safety helmet (which should be in compliance with the "Guidance Notes on the Selection, Use and Maintenance of Safety Helmets" issued by the Labour Department) and safety shoes with a steel toe cap and steel midsole (which should be in compliance with BS EN ISO 20345 or any other equivalent standards).
- 23) All safety helmets used should be equipped with a Y-type chin strap.
- 24) Contractors should maintain sufficient amount of safety helmets onsite for visitors' use.
- 25) All full body harnesses used must be equipped with double lanyards and comply with the "Guidance Notes on Classification and Use of Safety Belts and their Anchorage Systems" issued by the Labour Department.

Safety Training

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

Safety Inspection

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

Temporary Structures

- 32) Drawings and designs of all metal scaffolds, bamboo scaffolds or any temporary structures for support use or load bearing purposes must be checked by an appropriate registered engineer prior to erection, and the maximum safe load of the scaffold or structure must be determined. The registered engineer should clearly indicate the permitted load of the scaffold or structure in the drawings. Approved / endorsed drawings should be submitted to CIC's Corporate Safety Team for record.
- 33) All bamboo scaffolds that will be constructed with more than 15 meters in height should be designed and endorsed by an appropriate registered engineer, and this document should be submitted to CIC's Corporate Safety Team for record.
- 34) All structures or scaffolds mentioned in clauses 32) and 33) must be inspected by an appropriate registered engineer after construction. This inspection should be targeted at verifying whether the aforesaid structure or scaffold is in compliance with the design. The verification should be in written form with the registered engineer's endorsement and

should be submitted to CIC for record. Any works associated with the structures or scaffolds should not be commenced before the verification is made.

Emergency Preparedness

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

and alternative measure(s) provided during temporary unavailability of the emergency escape route or equipment.

Competent Person

46) All of the competent persons deployed in the works area shall be appropriately qualified as specified in relevant legislation and codes of practice, including but not limited to the following:

- i. Metal scaffold competent person
- ii. Bamboo scaffold competent person
- iii. Metal scaffolder
- iv. Bamboo scaffolder
- v. Gas Welder
- vi. Safety Supervisor
- vii. Electrical worker
- viii. Abrasive wheel mounting competent person
- ix. Crane Operator
- x. Lifting Appliance Inspector
- xi. Loadshifting Machinery operator
- xii. Confined Space Competent Person
- xiii. Confined Space Certified Worker
- xiv. First Aider
- xv. Suspended working platform operator
- xvi. Cartridge-operated fixing tools operator
- xvii. Excavation Inspector
- xviii. Power-operated elevating work platform operator
- xix. Electric Arc Welder
- xx. Rigger
- xxi. Signaler

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

Trade	Qualification
Cartridge-operated fixing tools operator	Attended operational training organized by the tool's supplier
Excavation Inspector	Holder of Bachelor's degree in Civil Engineering or other relevant discipline
Power-operated elevating work platform operator	Attended operational training organized by the machine's supplier
Electric Arc Welder	Holder of General Welder intermediate trade test certificate or above

Rigger and Signaler	Holder of Safety Training Course for Construction Workers of Specified Trade (Construction Material Rigger) Certificate or other equivalent
---------------------	---

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

Working at Height

- 50) All scaffolding works must be supervised by a relevant competent person and performed by trained workers as per the requirement stated in the Metal and Bamboo Scaffold Code of Practice issued by the Labour Department.
- 51) Contractors must provide proper fall protection to prevent any person falling from height. Contractors also have the obligation to ensure the fall protection is being used properly.
- 52) Contractors should take necessary steps to avoid any objects falling from height, such as implementing hand-tag lines for tools, installing toe boards or mesh etc.
- 53) All floor edges must be protected with rigid and secure guardrails and toe-boards at all times. The aforesaid guardrails and toe-boards are to comply with the requirements stated in Schedule 3 of the Construction Sites (Safety) Regulations (Cap 59I).
- 54) All floor openings must be covered and secured with sound and solid materials at all times. Clearly visible notices should be placed to indicate floor openings.
- 55) Proper working platforms must be provided for work carried out at 2 meters or above. Non-compliance with such will be considered as an unsafe act.
- 56) Mini scaffolds, stepladder platforms, hop-up platforms or step stools are to be provided for working at heights lower than 2 meters. The equipment mentioned must be in compliance with the requirements stated in clause 58).
- 57) Access ladders (Single sided, non-self-standing ladders), and A-type ladders (two-sided, self-standing ladders) are prohibited for use as working platforms.
- 58) Any mini scaffold, stepladder platform, hop-up platform or step stool must comply with the following standards and be free from any defects:

Equipment Type	Standard /Requirement
Mini scaffold	EN131-7 or PAS250 or any other equivalent
Stepladder platform	EN131 or ANSI A14 or AS/NZS 1892 or any other

Hop-up platform	EN131-7 or any other equivalent international standard, and may only be used when a guardrail is equipped properly
Steps stools	EN14183 or other equivalent international standard equivalent international standard

Health Hazard Control

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

Electrical Works

- 66) For any installation or excavation work required to be conducted on existing walls or structures, or the ground, active cable detection is to be conducted and the alignment and depth of cables are to be conveyed to the relevant personnel involved before the

start of work. The attendance record and cable detection survey report should be submitted to CIC's Corporate Safety Team for record.

- 67) Only registered electrical workers should conduct electrical installation work. A lock and tag system is to be implemented for any installation work in connection to an existing electricity power supply.
- 68) All electrical tools are to be checked by a registered electrical worker prior to use.
- 69) All mobile electricity generators are to be properly earthed before use.
- 70) When working outdoors, waterproof plugs should be used.

Lifting Operations

- 71) All lifting appliances and lifting gear used are to comply with the requirements stated in the Factories and Industrial Undertakings (Lifting Appliance and Lifting Gear) Regulations (Cap 59J) and a list of all the lifting appliances and lifting gear used by contractors should be sent to CIC for record. The certificates of the aforesaid equipment should be always ready onsite during the works period for checking.
- 72) Contractors should check the condition of lifting gear before commencement of each lifting operation.
- 73) All rigging and signaling should be conducted by a competent person. Walkie-talkies with a secured channel or other similar communication channel should be provided to the signaller and the crane operator.
- 74) Contractors should take all necessary action to ensure lifted loads are balanced, secure and will not cause any object to fall.
- 75) Lifted objects should be fitted with 2 tag lines of sufficient length.
- 76) Contractors are to take all necessary action to ensure all lifting appliances, cranes and lifting gear are free from any defects.
- 77) Overloading of any lifting appliances or cranes is strictly prohibited. The occurrence of overloading will be considered as an unsafe act.
- 78) All crane outriggers must be fully extended before conducting any lifting operations.
- 79) All cranes must be seated on firm and even ground.
- 80) All lifting zones must be fully enclosed and contractors should take all necessary action to ensure that no one is under any lifted load.
- 81) Every 3 months, contractors should conduct detailed checking of the certificates and physical condition of all lifting gear, and use the below color coding to indicate usable lifting gear:

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

Hot Work

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



CONSTRUCTION
INDUSTRY COUNCIL
建造業議會



GUIDELINES ON WORK-ABOVE-GROUND SAFETY

Disclaimer

Whilst reasonable efforts have been made to ensure the accuracy of the information contained in this publication, the CIC nevertheless would encourage readers to seek appropriate independent advice from their professional advisers where possible and readers should not treat or rely on this publication as a substitute for such professional advice for taking any relevant actions.

Enquiries

Enquiries on these guidelines may be made to the CIC Secretariat at:

CIC Headquarters
38/F, COS Centre,
56 Tsun Yip Street,
Kwun Tong, Kowloon

Tel: (852) 2100 9000
Fax: (852) 2100 9090
Email: enquiry@cic.hk
Website: www.cic.hk

© 2016 Construction Industry Council.

Table of Contents

Preface	Page 4
1. Introduction	Page 5
2. Limitations	Page 6
3. Risk Assessment	Page 6
4. Safe Use of Working Platforms	Page 7
5. Safe Use of Light-duty Working Platforms	Page 11
6. Stringent Control on Use of Ladders	Page 13
7. Use of Personal Protective Equipment	Page 14
8. Coordination and Communication	Page 15
9. Monitoring and Control	Page 15
10. Safety Information, Instruction and Training	Page 15
Annex A Conditions should be imposed when ladders are to be used	Page 16
Annex B Sample of Permit-to-work on use of ladder (for reference only)	Page 17
Annex C Checklist on Use of Ladders	Page 19
Annex D Reference Materials	Page 20

Preface

The Construction Industry Council (CIC) is committed to seeking continuous improvement in all aspects of the construction industry in Hong Kong. To achieve this aim, the CIC forms Committees, Task Forces and other forums to review specific areas of work with the intention of producing Alerts, Reference Materials, Guidelines and Codes of Conduct to assist participants in the industry to strive for excellence.

The CIC appreciates that some improvements and practices can be implemented immediately whilst others may take more time to adjust. It is for this reason that four separate categories of publication have been adopted, the purposes of which are as follows:

Alerts Reminders in the form of brief leaflets produced quickly to draw the immediate attention of relevant stakeholders the need to follow some good practices or to implement some preventative measures in relation to the construction industry.

Reference Materials Reference Materials for adopting standards or methodologies in such ways that are generally regarded by the industry as good practices. The CIC recommends the adoption of these Reference Materials by industry stakeholders where appropriate.

Guidelines The CIC expects all industry participants to adopt the recommendations set out in such Guidelines and to adhere to such standards or procedures therein at all times. Industry participants are expected to be able to justify any course of action that deviates from those recommendations.

Codes of Conduct Under the Construction Industry Council Ordinance (Cap 587), the CIC is tasked to formulate codes of conduct and enforce such codes. The Codes of Conduct issued by the CIC set out the principles that all relevant industry participants should follow. The CIC may take necessary actions to ensure the compliance with the Codes.

If you have attempted to follow this publication, we do encourage you to share your feedback with us. Please take a moment to fill out the Feedback Form attached to this publication in order that we can further enhance it for the benefit of all concerned. With our joint efforts, we believe our construction industry will develop further and will continue to prosper for years to come.

1. Introduction

- 1.1 Unsafe work-above-ground (i.e. any work not carried out on or from the ground or from part of a permanent structure) has been one of the major causes of fall from height accidents, resulting in serious injuries or even fatalities. Most of these accidents, however, could have been prevented if suitable working platforms had been provided and properly used. In some serious and fatality cases, control, if any, on use of ladders had been very slack, and conduct of risk assessments and formulation of method statements with due consideration of task-specific factors such as job locations and work nature, etc. had not been done.
- 1.2 For any work-above-ground, suitable working platforms should be the primary means of support to be considered for use. For work-above-ground below 2m where working platforms could not be erected under special working conditions (e.g. restrictive workplace), suitable light-duty working platforms should be used. Unless in very exceptional circumstances that working platforms or light-duty working platforms are impracticable to be used, use of ladders for work-above-ground should be prohibited. Under such exceptional circumstances where ladders have to be used, task-specific risk assessment should be conducted and safe system of work, such as a permit-to-work system, should be formulated and implemented beforehand. Ladders should not be used for any work-above-ground at 2m or more.
- 1.3 This publication makes reference to the core elements of a safe system of work and safety management system, and recommends necessary precautionary measures to enhance safety on work-above-ground, including task-specific risk assessments, appropriate method statements, use of suitable working platforms or other safe means of support and stringent control on use of ladders.

2. Limitations

- 2.1 It is important to note that compliance with this publication does not itself confer immunity from legal obligations in Hong Kong. Employers and contractors are reminded to observe and comply with statutory provisions, relevant codes of practice and other government departments' requirements so as to discharge their legal and other pertinent duties related to work-above-ground.

3. Risk Assessment

- 3.1 As regards work-above-ground, employers and contractors should conduct task-specific risk assessments and thereby formulate safe work methods and implement safety precautions and procedures as appropriate to prevent and eliminate work-related hazards before commencing work. In the first place, work-above-ground should be avoided as far as possible, for instance, by designing and using specific hand tools to allow the work to be done on the ground (e.g. using a long reach pole).
- 3.2 If there is genuine need to work above ground, employers and contractors should consider all relevant factors including the work nature, appliances and materials to be used, working height and working environment, etc. in formulating and implementing effective safety measures.

4. Safe Use of Working Platforms

- 4.1 Whenever work-above-ground could not be avoided after conducting risk assessments, suitable working platforms (e.g. mobile working platforms) should be provided and used irrespective of the working height.
- 4.2 Working platforms should be suitably designed and constructed. All components of the working platforms should be made of suitable and sound materials of sufficient strength and capacity for the purpose for which they are used, and free from patent defect.
- 4.3 Working platforms should be erected on firm, even and level ground. The surrounding of working platforms should be kept free from waste and miscellaneous materials.
- 4.4 Erection and use of working platforms on ramps, stairs, unstable or uneven floor surface without suitable authentic accessories from the manufacturer to enhance the stability of the working platforms or in locations where the working platforms may be hit or struck by moving objects should be prohibited.
- 4.5 The surrounding of the working platforms should be free from exposed live metal parts or potentially exposed live conductors to prevent electrical hazard.
- 4.6 Working platforms should be provided with suitable access and egress (e.g. straight or inclined ladders with suitable hand grips). When ascending/ descending the working platforms, the workers should maintain 3 points of contact with the platforms (i.e. both hands gripping with one leg stepping at the same time or both legs stepping with one single hand gripping). Workers should keep the centre of gravity of their bodies within the working platforms and should not overload them. Workers should beware of overhead room and check for any obstruction to prevent accidental hit on the head before and during the use of working platforms. Every worker should wear a safety helmet with a chin strap.

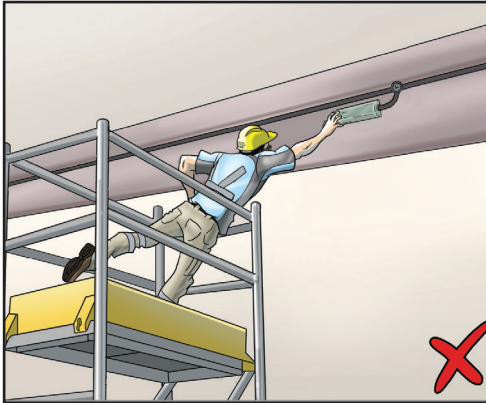


Ascending/descending the mobile working platform from the inside of a mobile working platform.



Workers should beware of overhead room and check for any obstruction to prevent accidental hit on the head before and during the use of working platforms. Safety helmets with chin straps should be used.

- 4.7 The safe height-to-base ratio and other safety recommendations in the instruction manual should be strictly followed - never deliberately increase the height of mobile working platforms beyond that recommended by the manufacturer. If required, the outriggers of the platform should be fully extended as per manufacturer's requirement to ensure its secure foundation and stability.
- 4.8 During use, the workers should not overstretch the bodies outside the working platforms. Take note of the safe loading capacity as stated by the manufacturer and never place excessive materials on the working platforms to avoid overloading and damaging the working platforms. All guard-rails and toe-boards provided on the working platforms should be kept erected, except for the time and to the extent necessary for the access of persons or the movement of materials but should be replaced or erected as soon as practicable afterwards. Stepping on the toe-boards or guard-rails of working platforms (either intermediate guard-rails or top guard-rails) is strictly prohibited.



Do not overstretch the body outside the working platform.

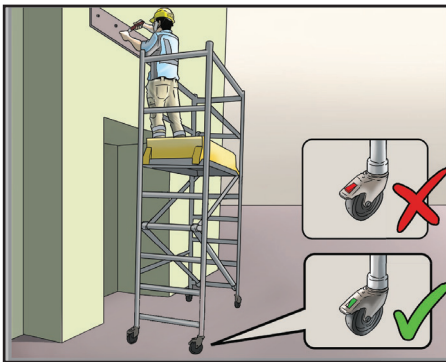


Do not lean on the guard-rail of the working platform.

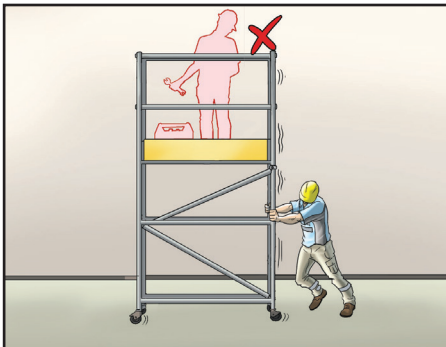
- 4.9 Be aware of weather conditions if the working platforms are to be used outdoors. Never cover the working platforms with canvas to prevent overturning due to windy weather. Where reasonably practicable, working platforms should be braced or tied into a permanent structure to enhance their stability. In case of typhoon and inclement weather, stop using the working platforms immediately and properly secure the platforms to prevent toppling in wind or dismantle it and keep it in a safe place.

- 4.10 All the castors of a mobile working platform should be firmly locked in position while ascending/descending and using the platform.

- 4.11 When a mobile working platform is being moved to another work location, do not allow any persons to stay or any object that may increase risk of toppling of the platform or loose objects (e.g. hand tools) that may fall during movement of platform to be placed thereon. Also, moving the platform on rough and uneven surfaces should be avoided as it may make the platform collapse or overturn.
- 4.12 Stop using the working platforms immediately when they are found damaged and label them with suitable signs and warning notices.
- 4.13 After use, the working platforms should be properly stored and maintained.



Ensure that all the castors are firmly locked in position while ascending/ descending and using a mobile working platform.



When moving the mobile working platform, no person should be allowed to stand and no object should be placed on the mobile working platform.

5. Safe Use of Light-duty Working Platforms

- 5.1 For work-above-ground below 2m where working platforms could not be erected under special working conditions (e.g. restrictive work space) and the work concerned is of simple nature, use of suitable light-duty working platforms such as step platforms or hop-up platforms should be considered. When light-duty working platforms are used, the following specific safety measures should be followed.



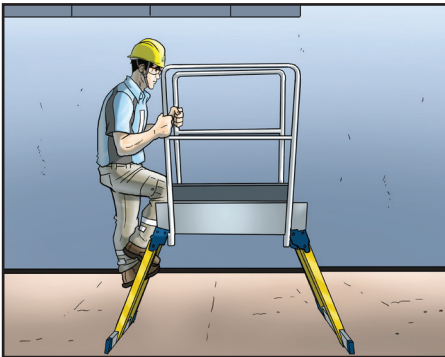
Step platform deployed for checking the ventilation system in a room where there is restricted space to accommodate a typical working platform.

- 5.2 It should be borne in mind that only one person is permitted to work on each light-duty working platform at one time.
- 5.3 Workers using light-duty working platforms should have received relevant safety training provided by the supplier, including erection and dismantling of the working platforms, or other equivalent training such that they clearly understand the safety instruction or manual of the manufacturer.
- 5.4 Before use, inspection (including visual check) of the light-duty working platform should be conducted according to the safety checklist provided by the supplier or other equivalent safety checklist to ensure that the working platforms are in good condition and free from damage. Besides, the stabilisers or outriggers of the light-duty working platforms should be fully extended and locked in position in accordance with the manufacturer's manual to ensure their stability before stepping on the platforms.

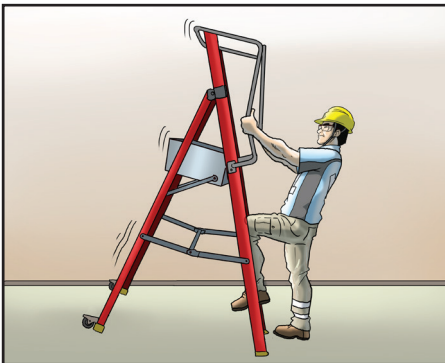


Before use, inspection (including visual check) of the light-duty working platforms according to the safety checklist provided by the supplier or other equivalent safety checklist should be conducted.

- 5.5 The workers should face the light-duty working platforms when ascending or descending the working platforms. Do not apply excessive force to the working platforms and induce lateral force rendering the overturning of the working platforms.



Worker should face the light-duty working platform when ascending or descending.



Do not apply excessive force to the working platform and induce lateral force rendering the overturning of the working platform.

6. Stringent Control on Use of Ladders

- 6.1 Ladders should normally be restricted for access/egress purpose only. Unless in very exceptional circumstances following a task-specific risk assessment, ladders should not be used for work-above-ground and in no cases should ladders be used for work at height of 2m or more. In particular, ladders should not be used for electrical work as far as practicable because even a mild electrical shock will likely cause loss of balance of the workers, resulting in fall from height.
- 6.2 If the use of ladders is unavoidable, it should be put under stringent control, such as through implementing a permit-to-work system, to ensure that adequate and suitable control and safety measures are put in place to safeguard the workers concerned. The permit-to-work for use of ladders should be issued by a competent person who is appointed by the proprietor/employer/contractor and by reason of substantial training and practical experience in relation to conducting risk assessment and issuance of permit-to-work, competent to conduct the duties, with a task-specific risk assessment conducted and all necessary safety measures related to use of ladders taken. While the implementation of a permit-to-work system is impracticable, pre-work check on use of ladder with the use of a checklist should be conducted. If ladders are unavoidably to be used for electrical work, the permit-to-work system or pre-work check should also cover other risk mitigation measures (e.g. the ladders to be used are made of non-conductive material) as appropriate.
- 6.3 The following are some guidance and key elements for a permit-to-work (in this case, a permit to work on use of ladder) system:

In preparation stage:

- the persons who may permit the work should be clearly designated and made known to the workers concerned;
- suitable training and instruction in the issue, use and closure of the permit should be provided to the relevant personnel;
- the work to be done, work location, start time and duration of the permit should be clearly described and stated on the permit;
- task-specific risk assessment to identify potential hazards at the job site should be conducted;
- the work location and the equipment to be used should be inspected; and
- the safety precautions required to minimise risks associated with carrying out the intended work should be carefully considered and properly documented.

During work stage:

- no work should be allowed without the issuance of the permit or upon the expiry of the permit;
- the permit to work as well as the required precautions should be properly implemented, monitored and controlled;
- handing over of responsibilities between shifts, if applicable, should be properly done and clearly described on the permit; and
- the permit should be properly displayed during the time at which the work-above-ground concerned is taking place.

Post work stage:

- suitable steps should be carried out for reinstating the site to its original state when the required task is completed to ensure that any residual risks are removed before the site is handed over; and
- the permit to work should be properly kept for a reasonable period of time for record and future reference purposes.

6.4 The permit to use a ladder for working above ground less than 2 metres should only be considered in case of restrictive workplace that makes the erection of any working platform not practicable. Annex A lists out the conditions that should be imposed in such a situation.

6.5 Samples of permit to work and checklist for the assessment on use of ladders are shown in Annexes B and C respectively.

7. Use of Personal Protective Equipment

7.1 The use of personal protective equipment (PPE) to prevent workers from falling from height should always be treated as the last resort. If this type of protective measures is needed on warranted occasions following a task-specific risk assessment, steps should be taken to ensure that suitable PPE coupled with appropriate anchorage system is provided, used and maintained, and the workers concerned use them properly.

8. Coordination and Communication

- 8.1 An effective coordination and communication system should be established and maintained among the employer/contractor, different levels of management/supervisory personnel and workers to ensure clear understanding of the potential hazards, the associated hazard control program and the delineation of safety responsibilities.
- 8.2 The main contractors and subcontractors should clearly delineate their roles and responsibilities in the provision and use of working platforms, and the restrictions on the use of ladders, such as through agreements or contracts.

9. Monitoring and Control

- 9.1 An effective monitoring and control system should be developed, implemented and maintained to ensure that the safe working procedures and safety measures for work-above-ground.
- 9.2 If any unsafe working conditions are found, the employer/contractors should suspend the work involved immediately. The work under suspension can only be resumed after all necessary improvement measures have been implemented effectively.

10. Safety Information, Instruction and Training

- 10.1 Workers and site supervisory staff should be provided with necessary safety information, instruction and training to ensure that they are all familiar with the potential hazard of fall-from-height, safe work method and safety measures for the work-above-ground.

Conditions should be imposed when ladders are to be used

- i) The design and build of the ladder should be suitable for the work. It should be provided with sufficient foothold and handhold along the climb and in the working position of the ladder;
- ii) The ladder should be of adequate strength and free from defect;
- iii) The ladder should be placed on a firm, even and level ground. It should be adequately secured and stabilized;
- iv) The use of ladder for strenuous or heavy work should be prohibited;
- v) The standing height and the time duration of the work on the ladder should be restricted;
- vi) Safe work procedures should be followed and suitable equipment/tool should be used;
- vii) Sufficient information, instruction and training in respect of working on ladders should be provided to all levels of site personnel, including the workers and the supervisors, so as to effectively communicate to them the hazards associated with the use of ladders and the conditions to be fulfilled under the permit-to-use system; and
- viii) An effective monitoring and control system should be established and put in place to ensure full implementation of the permit-to-use system.

Sample of Permit-to-work on use of ladder (for reference only)

****Ladder should NOT be used for work-above-ground unless in very exceptional circumstances**

All parts are to be completed by the competent person

Part I

Company name:		Contact no.:	
Name of competent person:		Post:	
Date:		Duration of work:	From____to____
Location of work:			
Description of work:			

Part II

Item	Descriptions	Yes	No
1.	A proper working platform or other suitable means of support can be used for the work.		
2.	The work is of short duration.		
3.	The work is simple in nature.		
4.	The work requires the use of heavy equipment/tool.		
5.	The design and build of the ladder are suitable for the work.		

***Ladder should not be used if the answer to any of the questions falls in a box shaded in grey**

Part III

Item	Descriptions	Yes	No
1.	The ground on which the ladder to be placed is firm, even and level.		
2.	The surrounding is free from the risk of being hit or struck by moving objects.		
3.	The surrounding is free from live metal part or live exposed conductor.		

4.	The headroom is high enough to prevent accidental hit on worker's head when standing on the ladder.		
5.	The ladder is secure, free from damage and defect.		
6.	The ladder is placed in a right position and no overreach of the body for the work is required.		
7.	The spreaders or similar restraint devices (but not nylon ropes) of the ladder are fully extended and securely fixed.		
8.	All ladder legs are fitted with slip-resistant feet, placed on the same plane and in good contact with the ground.		
9.	3 points of contact with the ladder could be maintained while climbing along or working on the ladder.		

Remarks:

Use of ladder is:

not allowed

allowed

Signature of competent person:

Name of competent person:

Post:

Date:

Part IV (for use after the work has been completed)

Item	Descriptions	Yes	No
1.	The site is reinstated to its original state.		
2.	All residual risks are removed.		
3.	The ladder is removed and locked.		

Signature of competent person:

Name of competent person:

Post:

Date:

Checklist on Use of Ladders

Ladders should be restricted for access/egress purpose only unless in very exceptional circumstances. In no cases should ladders be allowed to be used for work at height of 2m or more. In particular, ladders should not be used for electrical work as far as practicable.

Item	Descriptions	Yes	No
Part A	Ladder should not be used if the answer to any of the questions in Part A falls in a box shaded in grey.		
1.	A proper working platform or other suitable means of support can be used for the work.		
2.	The work is of short duration.		
3.	The work is simple in nature.		
4.	The work requires the use of heavy equipment/tool.		
5.	The design and build of the ladder are suitable for the work.		
	End of Part A		
Part B	The following conditions should be fulfilled before the ladder is to be used.		
1.	The ground on which the ladder to be placed is firm, even and level.		
2.	The surrounding is free from the risk of being hit or struck by moving objects.		
3.	The surrounding is free from live metal part or live exposed conductor.		
4.	The headroom is high enough to prevent accidental hit on worker's head when standing on the ladder.		
5.	The ladder is secure, free from damage and defect.		
6.	The ladder is placed in a right position and no overreach of the body for the work is required.		
7.	The spreaders or similar restraint devices (but not nylon ropes) of the ladder are fully extended and securely fixed.		
8.	All ladder legs are fitted with slip-resistant feet, placed on the same plane and in good contact with the ground.		
9.	3 points of contact with the ladder could be maintained while climbing along or working on the ladder.		

Reference Materials

1. Occupational Safety and Health Ordinance, Cap 509 and its subsidiary regulations
2. Factories and Industrial Undertaking Ordinance, Cap 59 and its subsidiary regulations
3. Code of Practice for Metal Scaffolding Safety, Labour Department
4. A Guide to the Provisions for Safe Places of Work under Part VA of the Construction Sites (Safety) Regulations, Labour Department
5. Guidebook on Prevention against Fall from Height, Labour Department
6. Construction Site Safety and Health Checklist, Labour Department
7. Guidebook on Safe Systems of Work, Labour Department
8. Safety leaflet on Five steps to risk assessment, Labour Department
9. 使用輕便工作台及流動工作台的安全指南, Occupational Safety and Health Council

Feedback Form [GUIDELINES on Work-above-ground Safety]

Thank you for reading this publication. To improve our future editions, we would be grateful to have your comments.

(Please put a “✓” in the appropriate box.)

1. As a whole, I feel that the publication is:	Stongly Agree	Agree	Neutral	Disagree	Stongly Disagree
Informative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Useful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Practical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the publication enable you to understand more about the Work-above-ground Safety?	Yes		No	No Comment	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you made reference to the publication in your work?	Quite Often		Sometimes	Never	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. To what extent have you incorporated the recommendations of the publication in your work?	Most		Some	None	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Overall, how would you rate our publication?	Excellent	Very Good	Satisfactory	Fair	Poor
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Other comments and suggestions, please specify (use separate sheets if necessary).					
Personal Particulars (optional):*					
Name: Mr./Mrs./Ms./Dr./Prof./Irr/Sr^ _____					
Company: _____					
Tell: _____					
Address: _____					
E-mail: _____					

* The personal data in this form will be used only for this survey. Your data will be kept confidential and dealt with only by the Construction Industry Council.

^ Circle as appropriate.

Please return the feedback form to:

CIC Secretariat – Council Services

E-mail: enquiry@cic.hk

Address: 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon

Fax No: (852) 2100 9090