

2 May 2025

Dear Sir / Madam,

**Invitation for Tender Submission of
Term Contract for Provision of SMS Sending Services for
Construction Industry Council**

Tender Reference No. (400) in P/AE/PUR/TDTC

Construction Industry Council (hereinafter referred to as "CIC") cordially invites your company to submit a tender of Term Contract for Provision of SMS Sending Services for CIC's offices, campuses, trade testing centre, service centres and training grounds. Please refer to Attachments 1 to 10 for further details.

The tenderer shall deposit two separate sealed envelopes with labels as specified in Attachment 4 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** by **12:00 noon on 28 May 2025**. The CIC will not consider any late tender submissions, including those which have been posted prior to the tender submission deadline but only received after the tender submission deadline, and those that have been submitted at a wrong location.

- a) Label with "Technical Proposal for Term Contract for Provision of SMS Sending Services for Construction Industry Council"
- b) Label with "Fee Proposal for Term Contract for Provision of SMS Sending Services for 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 submission null and void.

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 am – 6:18 pm) on the Tender Closing Date, the tender submission deadline will be postponed to 12:00 noon of the next working day.

The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Attachment 9.

There will be a tender briefing session on **9 May 2025 at 9:30 a.m. via Microsoft Teams**. (https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGZjNWE2N2EtNWU0NS00OTEwLWI4NzAtOWQwNTJIZmM5ZjFm%40thread.v2/0?context=%7b%22Tid%22%3a%22e31c39ce-01c3-4db5-8827-7b67d07325ff%22%2c%22Oid%22%3a%22d9a17c90-3d29-426d-a983-919486d0496b%22%7d).

Interested tenderers shall complete and return the reply slip in Attachment 10 by fax 2100 9439 or e-mail: ariesli@cic.hk no later than **5:00 p.m. on 8 May 2025** confirming the attendance of the said tender briefing session and state clearly the number of attendees for the CIC's arrangement.

During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) working 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.

The tender documents can be downloaded from CIC's website:
https://www.cic.hk/eng/main/aboutcic/procurement/tender_details/

Please direct your enquiries regarding this tender to the CIC's Procurement Department in writing and contact Ms. Aries LI (Telephone Number: 2100 9426 or E- mail: ariesli@cic.hk). In order to ensure fairness and transparency of the tendering process, all responses made by the CIC will be dispatched to other tenderers.

Yours sincerely,
For and on behalf of
Construction Industry Council



Eric LEE
Manager - Procurement

EL/KL/al

Encl.

Tender Documents
for
Term Contract
for
Provision of SMS Sending Services
for
the Construction Industry Council

Employer

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

April 2025

**Term Contract for Provision of SMS Sending Services for
the Construction Industry Council**

List of Tender Documents

1.	Guidance Notes for Tenderers (Attachment 1)	1 Page
2.	Schedule of Rates (Attachment 2)	3 Pages
3.	Assignment Brief and its Annexes (Attachment 3)	76 Pages
4.	Tender Terms and Conditions (Attachment 4)	11 Pages
5.	Standard Letter for Complying with Anti-Collusion Clause (Attachment 5)	2 Pages
6.	General Conditions of Contract (Attachment 6)	47 Pages
7.	Delivery Order (Attachment 7)	2 Pages
8.	Flowchart of Term Contract (Attachment 8)	1 Page
9.	Reply Slip for Declining Bid (Attachment 9)	2 Pages
10.	Reply Slip for Briefing Session (Attachment 10)	1 Page



To be included in
Technical Proposal

(Attachment 1)

**Invitation for Tender Submission of
Term Contract for Provision of SMS Sending Services for
Construction Industry Council**

Guidance Notes for Tenderers

Construction Industry Council (hereinafter referred to as “CIC”) cordially invites your company to provide quotations for the items listed in the Schedule of Rates (Attachment 2) to this tender. Your company shall deposit TWO (2) separate sealed envelopes for Technical Proposal and Fee Proposal with labels as specified in Attachment 4. The CIC may not consider any tenders that does not contain quotations for all the items listed in the Schedule of Rates.

The tender submission deadline is **12:00 noon, 28 May 2025** (the “Tender Closing Date”).

The tender submission made by your company shall be in accordance with the information and terms contained in Attachments 1 to 10. The product/service quantities provided in the tender is the best estimation from the CIC based on historical procurement volumes. The provisional quantities are intended for reference only. Actual consumptions may vary and there shall be no limitations on the quantities ordered.

The validity period is 120 days commencing from the tender closing date.

Please direct your enquiries regarding this tender to the CIC in writing. In order to ensure fairness and transparency regarding this tendering process, all responses made by the CIC will be dispatched to other tenderers.

Tenderer’s Declaration

I/We hereby warrant that the supply of goods or engagement of services will not infringe any patent registered under the Patents Ordinance (Chapter 514) and that My/Our Business Registration and Employee’s Compensation Insurance Policy are valid in the course of the supply of goods or during the contract period of the services engagement.

Company Name : _____

Company Seal : _____

Valid Signatory : _____

Date : _____

(Name of Signatory: _____)

Schedule of Rates

Tender Ref. No.: (400) in P/AE/PUR/TDTC
[Tender in respect of the Provision SMS Sending Services for Construction Industry Council]

Initial Contract Period: Duration of THREE (3) year upon written confirmation issued by the CIC for project commencement (36-month contract)

1. Schedules for Mandatory Services during Initial Contract Period

(For details, please refer to Attachment 3 – Assignment Brief)

1.1. Schedule for Mandatory Services – SMS Sending Services (tentatively from 01 December 2025 to 30 November 2028)

Item	Description of Goods / Services	Provisional Quantity # (a)	Unit Rate including Delivery Charges in HK\$ ^ (b)	Total Amount including Delivery Charges in HK\$ (c) = (a)*(b)
Provision of SMS and MMS Sending Services for the Construction Industry Council				
a.	Local SMS sending services (specific Sender ID with #)	11,600,000 SMS		
b.	Local MMS sending services (specific Sender ID with #)	159,000 MMS		
c.	Overseas SMS sending services to China/Macau/Taiwan (specific Sender ID with #)	1 SMS		
d.	Overseas SMS sending services to countries other than specified in 1.1c (specific Sender ID with #)	1 SMS		
e.	Overseas MMS sending services to China/Macau/Taiwan (specific Sender ID with #)	1 MMS		
f.	Overseas MMS sending services to countries other than specified in 1.1e (specific Sender ID with #)	1 MMS		
g.	API communication setup and testing	1 Job		
Total Amount for Mandatory Services in HK\$ (Schedule 1):				

Note:

1. # The provisional quantity is the CIC's best estimation. Actual requirements will be confirmed on an as-and-when-required basis. The CIC does not commit to order any item / provisional quantity. The unit rate shall remain fixed throughout the Contract Period after award of Contract and upon issuance of Delivery Order (DO).
2. ^ The unit rate and the total value must be restricted to two decimal places.
3. The unit rate for the above shall include the delivery charge for single delivery.
4. The Contract Period is initially for a fixed term period of THREE (3) year commencing from the date as described in the Assignment Brief and is renewable for another THREE (3) year upon expiry of the initial Contract Period. Renewal of contract shall be subject to agreement between CIC and the Contractor.
5. The CIC reserves the right to terminate the contract by written notice not less than ONE (1) month before the end of this contract period.

2. Schedules for Optional Services – For Contract Renewal (THREE (3) years upon expiry of the Initial Contract Period)

(For details, please refer to Attachment 3 – Assignment Brief)

2.1. Schedule for Optional Services – SMS Sending Services (tentatively from 01 December 2028 – 30 November 2031)

Item	Description of Goods / Services	Provisional Quantity # (a)	Unit Rate including Delivery Charges in HK\$ ^ (b)	Total Amount including Delivery Charges in HK\$ (c) = (a)*(b)
Optional Items (Upon request by the CIC)				
Provision of SMS and MMS Sending Services for the Construction Industry Council				
(Renewal Contract Period: Tentatively from 01 December 2028 – 30 November 2031)				
a.	Local SMS sending services (specific Sender ID with #)	11,600,000 SMS		*Rate-only
b.	Local MMS sending services (specific Sender ID with #)	159,000 MMS		*Rate-only
c.	Overseas SMS sending services to China/Macau/Taiwan (specific Sender ID with #)	1 SMS		*Rate-only
d.	Overseas SMS sending services to countries other than specified in 2.1c (specific Sender ID with #)	1 SMS		*Rate-only
e.	Overseas MMS sending services to China/Macau/Taiwan (specific Sender ID with #)	1 MMS		*Rate-only
f.	Overseas MMS sending services to other than specified in 2.1e (specific Sender ID with #)	1 MMS		*Rate-only

Note:

- 1) #The provisional quantity is the CIC's best estimation. Actual requirements will be confirmed on an as-and-when-required basis. The CIC does not commit to order any item / provisional quantity. The unit rate shall remain fixed throughout the Renewed Contract Period after award of Contract and upon issuance of Delivery Order (DO).
- 2) ^ The unit rate and the total value must be restricted to two decimal places.
- 3) The unit rate for the above shall include the delivery charge for single delivery.
- 4) *Rate-only Items and actual requirements will be confirmed on an as-required basis and the CIC has no commitment on the quantity ordered. The unit rate shall remain fixed throughout the Renewed Contract Period after award of Contract and upon issuance of Delivery Order (DO).
- 5) The Contract Period is initially for a fixed term period of THREE (3) year commencing from the date as described in the Assignment Brief and is renewable for another THREE (3) year upon expiry of the initial Contract Period. Renewal of contract shall be subject to agreement between CIC and the Contractor.
- 6) The CIC reserves the right to terminate the contract by written notice not less than ONE (1) month before the end of this contract period.

Remarks:

1. The CIC aims to engage the Contractor which is able to provide services in regard to Provision of SMS Sending Services for Construction Industry Council. **Schedule of Rates containing items without offers may NOT be considered by the CIC.**
2. The Schedule of Rates shall be in sufficient details to indicate the breakdown of the works. Failure to submit the Schedule of Rates may cause his tender not to be considered by the CIC.
3. Any items which are not included in the Schedule of Rates but shown on the drawings or described in the specifications under the tender document shall be deemed to have been included in the tender figures.
4. Upon award of the Contract, the Schedule of Rates shall be deemed to be the Contractor's Schedules and will be regarded as firm and will not be subject to remeasurement or adjustment whatsoever otherwise than in accordance with the expressed provisions of the terms of the Contract.
5. The tenderer's unit rate for the items contained in the Schedule of Rates shall be deemed to include cost of all related overheads, all necessary labour and supervision, tools and equipment, transportation of labour and equipment, protective and safety measures, all necessary insurances howsoever arising which are necessary for execution and completion of the requested Services under each Delivery Order (DO) to the CIC's satisfaction in compliance with the terms of Contract.
6. Should the Contractor 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.
7. If so required by the CIC and/or its representative, the Contractor shall submit further breakdown of the Schedule of Rates showing the build-up of any 'lump sums' included in the Schedule of Rates.
8. Actual consumptions during the (Initial and/or Renewed) Service Period may vary and there are no limitations and commitment on the quantities to be ordered. The Services shall be delivered in batches based on CIC's needs. The Contractor acknowledges and agrees that the unit rates as submitted in the Schedule of Rates shall remain the same in the event that only one or some items are requested in respective Delivery Order, and the CIC will not offer any compensation in view of consumption / quantity deviations.
9. Attention is drawn to the Contractor that unit rates/cost breakdown (including all optional items) should be given to each items mentioned above. In case of cost item(s) which is/ are found missing or lumped together, the CIC reserves all right to estimate the missing/ lumped together cost item(s) without further notice to the Contractors. Contractors are not entitled to claim for any loss or expenses due to ignorance of this clause.
10. Offers must be submitted in Hong Kong Dollars. OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.

Additional Remarks:

- (a) The product/service quantities listed above represent the best estimation from the CIC based on the historical procurement volumes. The provisional quantities are intended for reference only. Actual consumptions may vary and there are no limitations and commitment on the quantities ordered. The unit prices as submitted above by the Contractor may not be altered, nor will the CIC give any additional compensation in view of quantity deviations. The Contractor is required to make its delivery in batches in accordance with the Delivery Order based on the CIC's needs.

Company Name : _____

Company Seal : _____

Valid Signatory: _____

Date: _____

(Name of Signatory: _____)

Assignment Brief
of
Term Contract
for
Provision of SMS Sending Services
for
the Construction Industry Council

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1 Conventions

1.1 The following is a list of conventions used in this document, and the definition below is only applicable to this document:

Conventions	Definition
Shall/ Must	The use of the word 'shall' or 'must' indicates a mandatory requirement.
Should	The use of the word 'should' indicate a best practice, which should be implemented whenever possible.
May	The use of the word 'may' indicate a desirable best practice.
Could	The use of the word 'could' indicate a possibility or a potential action that is not mandatory but is permissible or feasible.

2 Background

2.1 Overview

- a) The Construction Industry Council ("CIC") and its member organisation, Hong Kong Institute of Construction ("HKIC") needs to communicate with different stakeholders including students, workers, contractors, and professionals on different types of messages, such as an event, application notice, specific announcement, system access verification, etc. Short Messaging Service ("SMS") is one of the channels for such external communications. Multimedia Messaging Service ("MMS") is also another channel to communicate messages with images.
- b) To address this, the CIC aims to engage a contractor (the "Contractor") to carry out the **subscription procurement** service on SMS sending services to the satisfaction of the CIC (the "Service").

2.2 Current Situation

Various departments and campuses in CIC use SMS and MMS as communication channels in daily operations. The current SMS and MMS term contract will end on 30 November 2025.

2.3 Project Objectives

This main objective is to subscribe to SMS and MMS to support the needs of message communication in the coming 3 years (the "Contract").

3 Scope of Service

3.1 Overall Scope

- a) The proposed provision of SMS sending services shall fulfil at least the following minimum requirements outlined in Section 3.2. The Contractor's proposal shall reflect the level of compliance with all mandatory requirements and features, using the compliance table provided in Annex A that is scheduled for submission.
- b) The Contractor shall complete and submit Annex A – Compliance Table in their tender submission. The Compliance Table is not submitted may render the tender void and will not be considered by the CIC.
- c) The Contract has a fixed term of 36 months tentatively from 1 December 2025 to 30 November 2028 (the "Contract Period") and is subject to renewal of the contract term for a period of 36 months. The CIC will decide whether to renew the contract period based on the following conditions:
 - i) whether the services provided by the Contractor meet the requirements of the CIC;
 - ii) whether the CIC is satisfied with the performance of the Contractor during the contract period; and
 - iii) the Contractor shall undertake to maintain the agreed renewal unit price and all original contract terms and conditions after the contract term is renewed.

3.2 Functional Requirements

3.2.1 Functional Features of SMS and MMS sending

- a) The Contractor shall support SMS and MMS services for instant, scheduled, and batch submissions.
- b) The Contractor shall support bulk SMS message sending, in a quantity of more than 200,000, with a message sending report.
- c) SMS and MMS shall be sent under specific sender names of # SMS registration scheme without extra charge. Currently, the CIC has

registered #CIC and #HKIC as senders. The Contractor shall be able to support if new sender names are required.

- d) The Contractor shall support Unicode message content. Message content can be a combination of English, Traditional Chinese and Simplified Chinese characters.
- e) The Contractor shall support local SMS and MMS delivery in Hong Kong.
- f) The Contractor shall support international SMS and MMS delivery to, but not limited to, Macau, China, Taiwan, Vietnam, USA, Canada, India, and Indonesia without geographical constraint.
- g) The Contractor shall support automatic SMS message splitting if a single SMS message is longer than the limit, with no splitting charge. Charging will be based on the actual number of SMS sent.
- h) MMS content types to be supported: image (jpeg, png), video (mp4), audio (wav, mp3). There is no message splitting charge for multimedia messages, and there is no word limit for the content. The Contractor should support MMS content with maximum size of not less than 200KB.
- i) All message delivery records shall only be retained for 1 year after sending the messages. Data retention period should be configurable based on actual business needs.
- j) The Contractor shall provide a Do-not-call register list filtering function. Customers have an option to enable or disable this function for each message transition. The Contractor shall be reasonable to keep an up-to-date version of the Do-Not-Call Register list from OFCA to our platform and ensure all messages processed by “Do-not-call register list filtering” can comply with the 10 days limit formulated by Section 11 of the Unsolicited Electronic Messages Ordinance (Cap 593).

3.2.2 API Integration

- a) The Contractor shall provide a secure HTTPS-based API for message sending, together with comprehensive integration documentation detailing:
 - i) API Technical Specification (in English): Endpoints, methods, parameters, request/response formats, error codes and handling, and authentication mechanisms.
 - ii) Integration Guidance (in English): Clear instructions, code examples, and recommended practices to facilitate straightforward integration with client systems.

- b) The Contractor should provide HTTPS API for retrieval of message delivery report.
- c) The Contractor shall list available APIs:
 - i) SMS and MMS messaging capabilities
 - ii) Message status tracking - Real-time monitoring of message delivery stages from sending to final delivery
 - iii) Message history and reporting - Access historical message data and generate detailed delivery analytics
 - iv) Authentication and authorization mechanisms employed - Security methods used to verify API users and protect against unauthorised access
- d) The Contractor shall detail their API governance controls, including:
 - i) Version management approach - How API versions are maintained and backward compatibility is handled
 - ii) Change notification procedures - How and when clients are informed about API updates or changes
 - iii) Security provisions and compliance standards - Data protection measures and relevant security certifications (e.g., ISO27001)
 - iv) Rate-limiting policies
 - v) API monitoring and alerting mechanisms
 - vi) Support procedures and service level agreements - Response times and escalation processes for technical support requests
- e) The Contractor is required to submit the HTTPS testing link for the integration test of API message sending together with the tender submission without extra cost. Testing will cover, but not limited to, message sending in English and Chinese, message splitting, error message returned, delivery speed. Failure to submit the required link will result in disqualification.

3.2.3 Service Level Agreement (the “SLA”)

- a) Individual instant SMS shall be delivered to the recipient within 10 seconds (SLA shall be maintained for 500 SMS message simultaneously). An official test report on SMS sending speed with evidence where appropriate (i.e. speed over 500 test cases). Test report shall be within the past 3 years (as of the tender closing date) shall be provided upon tender submission. Failure to submit the required documents/information would lead to the disqualification.

- b) Individual instant MMS shall be delivered to the recipient within 30 seconds. (SLA shall be maintained for 500 MMS message simultaneously). An official test report on MMS sending speed with evidence where appropriate (i.e. speed over 500 test cases). Test report shall be within the past 3 years (as of the tender closing date) shall be provided upon tender submission. Failure to submit the required documents/information would lead to the disqualification.
- c) Bulk sending of 50K SMS should be within 1 hour. The Contractor shall list the bulk sending speed of 50K, 100K, 150K of SMS.
- d) The Contractor shall ensure, per point of access, 99.9% availability regarding quality and continuity on a 12-month (twelve-month) continuous basis.
- e) The Contractor shall support major Hong Kong Mobile Network Operators (“MNO”), including, but not limited to, PCCW Global Limited, Hong Kong Telecommunications (HKT) Limited, Hutchison Telephone Company Limited, HGC Global Communications Limited, SmarTone Mobile Communications Limited, CSL Mobile Limited. The Contractor is required to submit the names of MNOs currently supporting upon tender submission. Failure to submit the required documents/information would lead to the disqualification.
- f) The Contractor should reasonably use the most direct available connection for message delivery. Hong Kong operator connections will be used for message delivery to Hong Kong’s mobile numbers.
- g) Failure to meet the above SLA requirements might lead to termination of the contract without any cost obligation from the CIC.

3.2.4 Account Management

- a) The Contractor shall support multiple CIC departmental accounts with individual access control and individual billing. Department accounts can be added or removed in the Contract Period without additional charge.
- b) The Contractor shall provide a self-manipulated, user-friendly and flexible portal for
 - i) manual submission of SMS and MMS messages
 - ii) scheduled bulk submission of SMS and MMS messages
 - iii) review of SMS and MMS sending history
 - iv) traffic reporting (summary and details) on SMS and MMS being sent including:

- Submission Summary: Total messages submitted and Submission timestamp
- Error Breakdown: e.g. invalid recipient numbers, network/technical errors, and subscriber-related errors (e.g. unreachable)
- Detailed Logs: Recipient numbers, delivery status per message (e.g. delivered, failed, pending) and status timestamp

3.2.5 Pricing and Invoicing

- a) The Contractor shall quote for ALL items under this Contract in Attachment 2 (i.e. Schedule of Rates) to show their ability to provide Services.
- b) The Contractor shall arrange monthly billing based on actual SMS and MMS usage per account.
- c) Billing by individual departmental account.
- d) Full payment will be made within 30 days of receipt of invoices upon satisfactory completion of the Service and is subject to verification of the invoice.

3.2.6 Transition

- a) The Contractor shall complete the transition for the CIC from the existing SMS service provider before contract commencement. The transition shall include, but not be limited to, accounts and billing setup, #SMS & #MMS setup, API communication implementation, etc.
- b) The Contractor shall provide TWO (2) online training sessions on the functionality of the self-service portal.

3.2.7 Support and Maintenance

- a) Provide technical and emergency incident support with direct line and email support. (Mon-Fri, 09:00 – 19:00). The Contractor shall ensure by all possible means to give prior information to CIC when service disruptions are to be expected.
- b) The Contractor shall ensure by all possible means to give prior information to CIC when service disruptions are to be expected.

3.2.8 Security Requirements

- a) The Contractor, its employees, its agents and subcontractors shall keep confidential all commercial information or matters relating to the CIC and confidential information.

- b) The Contractor shall not disclose confidential information of the CIC to any person in the course of service or at any time thereafter, except for the relevant staff of the contractor, the agents and subcontractors who provide services to the CIC as necessary to provide services and obtain the approval of the CIC.
- c) The Contractor shall ensure that the relevant staff or other persons involved in the provision of services are aware of and comply with the Official Secrets Ordinance (Cap. 521). In case of non-compliance, the Contractor shall compensate the CIC for any loss or damage that may be suffered as a result.
- d) If the service is terminated early for any reason or upon satisfactory completion of the service, the Contractor shall return all relevant materials or information collected from the CIC in text and electronic form belonging to the CIC within FOURTEEN (14) working days after the date of termination.
- e) Any loan information, financial information of the CIC accounts and other relevant information originating from the CIC must be used under the direction of the CIC and shall not be disclosed to any party who has never provided services
- f) For complete security requirements, please refer Annex B – Security Architecture Requirements for Application.

3.2.9 Additional Requirements

- a) To ensure that the Contractor can continue to provide quality services, it is required to submit a list of supervisors and 24-hour contact telephone numbers after signing the Contract. The CIC shall be notified immediately of any change in the designated contact person.
- b) The provisional quantity listed in Attachment 2 of this tender document is the CIC's best estimation. Actual requirements will be confirmed on an as and when required basis. The CIC does not commit to ordering any item / provisional quantity.
- c) The Contractor shall strictly follow the Personal Data (Privacy) Ordinance while handling participants' personal information.
- d) The Contractor shall strictly comply with CIC's Privacy Policy Statement.
https://www.cic.hk/eng/main/privacy_policy_statement/
- e) All arrangements and services shall be carried out in compliance with the relevant statutory requirements and/or regulations and practices established by the relevant Authorities and Utilities.

- f) The CIC will not reimburse any transportation and travelling expenses that may be incurred by the Contractor in undertaking the Services.
- g) The CIC reserves the right to terminate or suspend the Contract for any reason(s) with no cost implications, provided that advanced notice is issued in writing before the commencement of the scheduled services. The termination or suspension of the Contract shall not affect any rights of the CIC outlined in this Assignment Brief, including the ownership and Intellectual Property Rights of the Deliverables.
- h) In case of termination or suspension of the Contract, the Contractor has an obligation to stop works immediately in an orderly manner upon receipt of notification from CIC.
- i) For termination, subject to the provision of proof on the works done, the Contractor shall be paid all fees and expenses commensurate with the services performed by them up to the date of notification about the termination, less all fees and expenses previously paid to the Contractor. The CIC shall not be liable for any loss of profits and other losses incurred by the Contractor due to such termination.
- j) For service resumption after suspension, the CIC shall give written notice to the Contractor no less than FOURTEEN (14) 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 this Assignment Brief. The contract period shall be extended for a period corresponding to the period of suspension or otherwise mutually agreed upon between the CIC and the Contractor.
- k) Should the Contract be terminated prematurely due to any reasons or completed satisfactorily as certified by the CIC, the Contractor shall return all related findings, statistics, documents, and materials belonging to the CIC and related to the Contractor, and/or destroy any information collected from the CIC including both hard copies and electronic copies within FOURTEEN (14) working days of the termination or completion.
- l) The CIC reserves the right to cancel the Service for any reason without compensation, subject to written notice prior to the commencement of the scheduled service.
- m) The Contractor shall comply with relevant legal requirements and/or requirements.
- n) The actual delivery date and time will be subject to the final confirmation of the CIC.
- o) The Contractor shall comply with the 'General Conditions of Contract'.

- p) For details about Intellectual Property Right and Ownership, please refer to Annex C. With regards to Indemnity and Intellectual Property Right Indemnities, please refer to Annex D.
- q) Other items of work directly or indirectly related to these Services may be added by the CIC with the agreement of the Contractor and shall form part of the overall Scope of Services and be covered by the terms of the Agreement with additional fees that mutually agreed by the CIC and the Contractor.
- r) The Contractor may need to provide additional services and items as requested by the CIC. The Contractor shall provide written quotation within FIVE (5) calendar days upon receiving the request from the CIC. All additional services and items shall only be proceeded upon confirmation and instructions by the CIC.

3.2.10 Optional Services -- Value Added Services

- a) Supports multiple additional messaging channels apart from SMS, including WhatsApp (via API for personal and business accounts), WeChat and Direct-to-device push notifications.
- b) A unified notification API service will be provided to
 - support messaging to the channels mentioned above, i.e., a single API endpoint handling multiple messaging channels.
 - offer channel fallback options if the primary channel fails, i.e., automatic message rerouting if the preferred channel is unavailable
- c) Supports the integration with enterprise Customer Data Platform (CDP) solutions, specifically Dynamics 365 and Adobe Customer Data Platform to capture user activities to generate a customer 360 view for users that CIC engages.
- d) Supports consent management capabilities with
 - Preference management on users' consent and individual preferences to receive CIC messages of different categories or subject areas and handle user opt-in/opt-out choices and consent audit trail.
 - APIs to manage the integration of the above point
- e) The Contractor shall demonstrate its ability to provide value-added services, including customization or any professional services.

- f) If the respective services of 3.2.10 a) to d) in this Section are not available, the Contractor can develop the respective API and an associated cost shall be quoted separately upon request by the CIC.

4 Requirements to the Contractor and the Project Team

4.1 Contractor's Office

- a) The Contractor shall maintain an office in Hong Kong for the duration of the Service.
- b) The Contractor shall provide detailed information of relevant project experience of the Service to demonstrate their capability to successfully deliver the proposed services. The information should include:
 - i) Project title and description
 - ii) Client information
 - iii) Project scope
 - iv) Project duration
 - v) Role and responsibilities
 - vi) Outcomes and success metrics.

4.2 Project Management Requirements

4.2.1 Project Management and Governance

- a) The Contractor shall be responsible for the project management and provide the following services:
 - i) Define and specify the methodology and approach for managing and executing the project, which may include industry-standard practices such as PRINCE2, PMBOK, or Agile Scrum.
 - ii) Serve as the primary point of contact for the CIC regarding all project-related activities and manage the entire project lifecycle.
 - iii) Organise regular (weekly/bi-weekly/monthly to be agreed with CIC) meetings to track project progress and milestones, fostering a dynamic feedback loop between the CIC's project team and the Contractor.

- iv) Coordinate with various stakeholders, both internal and external, to ensure the successful completion of the project.
- v) Supervise and track the progress of project activities to ensure they are completed on schedule and meet the project's objectives.
- b) Maintain a collaborative and integrated working relationship with the project organization to be established by CIC.

(The project management requirements of Sections 4.2.2 – 4.2.7 are applicable only if any development work will be included in this project)

4.2.2 System Analysis and Design (SA&D)

The Contractor shall be responsible for the system analysis and design and provide the following services:

4.2.3 Application Development, Code Management and Deployment Requirements.

- a) The Contractor shall deliver, install and configure the New Hardware and/or New Software at the location(s) agreed with CIC. The Contractor shall ensure that all units of the New Hardware and/or New Software are properly connected to the designated computing devices / network equipment as per the directives of CIC.
- b) The Contractor shall also provide all work (“Work”) with no interruption to existing systems operating at the location(s). The Work include, without limitation, the following:
 - i) Provide sufficient experienced staff resources in the Project Team for coordination, installation, cabling, configuration and other related services.
- c) Coordinate with other relevant parties, such as the various support teams and users of CIC and other contractors engaged by CIC, during the rollout of the New Hardware which are located across various location(s).
- d) If applicable, the Contractor shall recommend the appropriate versions of firmware, and any related system components and the respective settings of each of these components to CIC for consideration. The recommended versions and settings shall ensure that the New Hardware and New Software is able to work reliably and optimally with each other and existing systems and networks. The recommended versions, settings, and configuration of the New Hardware should be vetted and supported by the manufacturer. Evidential support from the manufacturer (e.g. compatibility guides, data sheets, advice from manufacturer's representatives, etc.) should be provided wherever applicable. Upon

agreement by the CIC, the Contractor shall apply the recommended versions and settings of the system components to the New Hardware and make proper written records for submission to the CIC.

- e) The Contractor shall perform network and system configuration of the New Hardware as stated in Section 3.2 Functional Requirements above as per the configuration plan agreed by CIC.
- f) The Contractor shall implement the system approved by the CIC and integrate with the related systems, following the timeframe stated in the Project Schedule agreed between CIC and the Contractor.
- g) The Contractor shall follow development standard OWASP Top 10 awareness document for developers and web application security.
- h) The Contractor shall store the source code, if applicable, and artifacts in a CIC provided repository (GitHub or equivalent).

4.2.4 Testing

The Contractor shall perform all necessary tests before the deployment of the system to ensure compliance, including:

- a) Unit Tests and System Integration Tests (“SIT”)
 - i) The Contractor shall conduct comprehensive Unit Tests and SIT to ensure that the developed solution meets all specified requirements and integrates seamlessly with existing systems, if applicable.
 - ii) The objectives of the Unit Tests and SIT include, but are not limited to, the following:
 - Verification of the functionality and performance of the system against the requirements
 - Identification and resolution of defects before deployment
 - Assurance of interoperability with existing systems and applications.
- b) User Acceptance Tests (“UAT”)
 - i) The Contractor shall assist the CIC to conduct UAT to ensure the agreed and specified requirements (including but not limited to functional, non-functional and security requirements) are met.
 - ii) The Contractor shall prepare the UAT test cases, including the typical and extreme cases, to ensure they meet all agreed requirements.

- iii) The Contractor shall provide the UAT test instructions and guide users.
 - iv) The Contractor shall be responsible for urgent bug fixing and data patching without additional costs incurred to the CIC, for issues raised from UAT.
 - v) All critical issues found shall be resolved and fixed prior to the production launch, and other issues should be resolved as soon as possible following production, upon agreement with the CIC.
- c) Load Tests/ Stress Tests
- i) The Contractor shall conduct Load Tests or Stress Tests to ensure that the system runs properly under the normal and abnormal loading, and meets the required performance level.
- d) Disaster Recovery (“DR”) Drill Tests
- i) The Contractor shall conduct DR Drill Tests to ensure the business continuity plan for the system is effective and operational in the event of a disaster or major disruption to IT systems or operations level.
- e) Reliability Tests
- i) Each batch of New Hardware and/or New Software will be operated continuously to determine whether the entire batch can meet the Reliability Levels as specified below.
 - ii) In respect of each batch of New Hardware and/or New Software, as part of the Reliability Tests, CIC will operate each unit comprised in that batch for four (4) consecutive weeks to determine whether the batch can achieve the minimum performance level (i.e. Reliability Levels) in accordance with the following criteria. In respect of each such batch, the Reliability Levels shall continue to be complied with throughout the Maintenance Period in respect of each successive month of the Maintenance Period (“Given Period”).
 - iii) The minimum serviceability level for the Given Period shall be at least 99.95% and shall be measured at the end of the Given Period.
 - iv) The minimum mean time between failures (“MTBF”) for the Given Period shall be at least 400 hours and shall be measured at the end of the Given Period.

- v) For the purpose of measuring serviceability level and MTBF, the Contractor shall record all fault incidents in a fault investigation report which shall contain at least the following information:
 - a. the date and time the Contractor is notified of the fault.
 - b. the date and time of arrival, name, post and staff identity card.
 - c. number of the Contractor's maintenance personnel at the location.
 - d. the type, serial number and description of each failing component.
 - e. the date and time when repair starts.
 - f. the date and time when repair ends.
 - g. the description of faults and causes, if known.
 - h. the corrective action taken, including repair, maintenance, fix and replacement of parts.
- vi) The report shall be submitted to CIC within TWO (2) weeks after the Given Period to which it relates.

4.2.5 Deployment and System Launch

- a) The Contractor shall be responsible for the deployment of the system into the production environment, ensuring a smooth transition from development to live operation.
- b) The deployment process shall include the following phases:
 - i) Pre-deployment planning to establish a detailed deployment plan that outlines tasks, timelines, and resource requirements.
 - ii) Environment setup to ensure that the production environment meets all technical specifications and is fully prepared for deployment.
 - iii) Deployment execution to carry out the deployment activities, including data migration, configuration, and installation of the solution.
 - iv) The Contractor shall provide a choice of deployment, e.g. a process/ procedure to confirm which upgrade/ functionality to be deployed.

- v) The Contractor shall perform system scanning, checking and hardening before production rollout, and the System hardened shall then be used as a baseline for any further changes.
- vi) The Contractor shall develop a rollback plan to revert to the previous version of the system in case of critical issues during or after deployment. This plan must be tested and ready for execution if needed.
- vii) The Contractor shall provide comprehensive deployment plans associated with the deployment process. In the event of system change, the Contractor shall prepare an Implementation Verification Fallback (“IVF”) document for CIC review, outlining verification processes and contingency plans.
- viii) The system should be launched within the planned timeframe as planned in the agreed Project Schedule.

4.2.6 Exit Requirements

a) Nursing Services

- i) The Contractor shall provide a free nursing period for at least **TWELVE (12) weeks** after production launch to ensure the ongoing performance, reliability, and security of the system.
- ii) The nursing services shall include, but are not limited to, the following, which are subject to discussion with CIC:
 - a. Routine maintenance to check and update the system regularly to ensure the system operates efficiently and securely.
 - b. Technical support regarding the system usage and necessary fixes.
 - c. Incident management to timely resolve the issues and incidents reported by users or identified through monitoring, the support requests of identifying and fixing bugs shall be given priority over other support requests.
 - d. Performance monitoring to continuously monitor the system performance metrics and proactively identify and address potential issues.
- iii) The Contractor shall describe their supporting tools, such as knowledge base, community, documentation) in English language (and Traditional Chinese if required), and escalation procedures, such as diagnostic and reporting with a ticketing system.

- iv) The Contractor shall adhere to the following Service Level Agreements (“SLAs”) during the nursing period:
 - a. The Contractor shall resolve critical incidents within **TWO (2) days** of acknowledgement and resolve non-critical incidents within **TWO (2) weeks** of acknowledgement.
 - v) Upon the expiry of the nursing period, the Contractor should ensure a smooth system handover for the CIC in-house maintenance team. An on-site handover session shall be provided to CIC before the contract end date.
 - b) Knowledge Transfer
 - i) The Contractor shall provide TWO (2) on-site/ online training sessions that cover the system's administrative operations and workflows of major features.
 - ii) Each training session should have TWO (2) hours and support at least FIVE (5) CIC colleagues with hands-on practice with training materials and manuals.
 - iii) Online training materials such as on-demand courses, tutorials, videos, and knowledge bases shall be provided for CIC colleagues to ramp up their skills in the deployed solution at their own pace.
- 4.2.7 High-level timeline/ milestones
- a) The Service shall commence on 1 December 2025 (tentatively) and is anticipated to be completed within duration, or on such other date as may be agreed between the CIC and the Contractor.
 - b) The Service shall consist of EIGHT (8) stages as described in the deliverables table below with its tentative timeline.

4.3 Proposed Project Team

- a) The Contractor's project team (except administrative support staff, if any) shall have the experience of undertaking projects of similar nature and scope to those required in this Service.
- b) The Contractor should allocate a Project Manager to manage the overall services. He/she will coordinate with the relevant project team members, and acts as a single point of contact for the CIC with full accountability and commitment for the Service and provide sufficient resources to support the Services under the Contract Period.

- c) The composition of the Project Team shall also include at least the following team members:
 - i) Project Manager with at least EIGHT (8) years of management experience in similar project nature and scale/ equivalent qualifications subject to CIC's acceptance; and
 - ii) API Architect to assist in API integration with CIC systems. The architect shall provide solution for API integration and coordinate with platform engineer for any necessary platform configuration and setup.
- d) The project team shall provide all specialist(s) and sub-contractor services required for the satisfactory completion of the Services. No additional fee or expenses for the provision of such services rendered locally or overseas shall be payable by the CIC.
- e) The Contractor shall provide the CIC with full details of staff to be deployed on the Services together with their curriculum vitae and proof of qualifications for prior approval from the CIC.
- f) If, for reasons beyond its control, the Contractor is unlikely to provide or maintain any key staff as specified in the Proposal, its representative should report to the CIC as soon as practicable and propose a substitute staff with equivalent experience and qualifications for the CIC's approval.
- g) The project team shall work under the same time zone as the CIC Hong Kong office for system implementation and future maintenance support.

4.4 Contractor Management

- a) The Contractor shall be directed and supervised by the CIC. The Contractor should allocate sufficient resources to complete the Service according to the Project Plan as approved by the CIC.
- b) The Contractor shall obtain the necessary sign-off from the CIC on all project milestones, where appropriate, to ensure that each phase/ activity is completed to the CIC's satisfaction before advancing to subsequent stages.

4.5 Sub-contractor Management

- a) Unless otherwise provided for the Service, the Contractor shall not, without the prior written consent of the CIC, assign, transfer, sub-contract

or otherwise dispose of any of its interests, rights, benefits or obligations under the Service. The performance of the Service by the Contractor shall be personal to it. Any person purportedly appointed by the Contractor as an agent shall be treated as sub-contractors for the Service.

- b) The engagement with third parties, whether for the supply of products (e.g., systems, applications) or services, involves the processing of Personal Data. In such cases, whether the third party is a separate data user or a data processor, their engagement shall obtain the CIC's prior written consent.
- c) Award of the Service does not signify the CIC's acceptance of any sub-contracting proposal set out in the Assignment Brief.
- d) The CIC may impose conditions either to be complied with by the Contractor and/ or any proposed sub-contractors before giving any approval under Section 4.4 (a) above including without limitation the execution of a subcontractor's undertaking by the proposed sub-contractor in favour of the CIC in such form and substance to be prescribed by the CIC.
- e) The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Service. The Contractor shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever level), and employees and agents of any such sub-contractor as if they were its own.
- f) 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 Service shall be payable by the CIC.

5 Deliverables

- a) The project and all deliverables shall comply with the Contract requirements to the satisfaction of the CIC. Should there be different interpretations between the CIC and the Contractor against any requirements in the Contract, the CIC shall have the final jurisdiction on the explanation and approach of the implementation for the requirements. The 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.

- b) The Contractor shall ensure that the electronic deliverables and software are not infected by any malicious code like computer viruses, worms, Trojan horses and logic bombs, which could cause damage to the CIC systems. The Contractor shall also ensure that there is no loophole and backdoors in the electronic deliverables or software that would breach the security control. Any code for developers' debugging and convenience of whatsoever purpose, which would not contribute to the production system, shall be removed before the delivery.
- c) Upon requests by CIC, the Contractor shall submit a rectification proposal of which the Contractor needs to propose rectification measures and take actions to catch up with the agreed progress and to improve the quality of the Deliverables to the satisfaction of the CIC.
- d) All documents shall be submitted electronically in MS Word format, MS Excel format (for data) and in pdf file format or any other formats as applicable which are readily printable.
- e) All documents must be submitted in English and/or Chinese to the satisfaction of the CIC.
- f) The copyright of all reports, documents, recommendations, data and any other information prepared or collected by the Contractor, its Specialist(s) and the Sub-contractor(s) and their employees and agents in the course of this Contract shall be borne with the CIC.

Annex A – Compliance Table

The Contractor shall reflect the level of compliance with all mandatory requirements and features, using the compliance table provided in this Annex. Please note that all mandatory requirements with a Non-Compliant response from the Contractor may lead to disqualification.

Compliance Type	Description	May Require Extra Cost/ Effort
FC	Fully Compliant: The proposed solution meets the requirement as is, without any need for changes or adjustments.	No
BC	Compliant by Configuration: The proposed solution can meet the requirement through configuration settings.	Yes, if applicable
RC	Compliant but Require Customisation: The proposed solution can meet the requirement, but it requires customisation.	Yes, if applicable
OF	Optional supported Feature: Feature requiring additional license/subscription.	Yes, if applicable
RM	RoadMap Planned: The proposed solution does not currently meet the requirement, but there is a clear plan in the roadmap to include this functionality in the future (within 12 months).	No
NC	Non-compliant or functionality is not provided: The proposed solution does not meet the requirement and the functionality is not provided.	No
ALT	Alternative Counter Proposed: The contractor proposes an alternative solution to meet the requirement.	No

Section No. in Assignment Brief	Compliance Type	No. of Man-day for Configuration/ Customisation/ Modification (if applicable)
Section 3.1 – Overall scope	e.g. FC	

Section No. in Assignment Brief	Compliance Type	No. of Man-day for Configuration/ Customisation/ Modification (if applicable)
Section 3.2.1 – Functional feature of SMS and MMS sending		
Section 3.2.2 – API integration		
Section 3.2.3 – Service level agreement		
Section 3.2.4 – Account management		
Section 3.2.5 – Pricing and invoicing		
Section 3.2.6 – Transition		
Section 3.2.7 – Support and maintenance		
Section 3.2.8 – Security requirements		
Section 3.2.9 – Additional requirements		
Section 3.2.10 – Optional Services - Value-added services		
Section 4.1 – Contractor’s office		
Section 4.2 - Project Management Requirements		
Section 4.3 – Proposed project team		
Section 4.4 – Contractor management		
Section 4.5 – Subcontractor management		
Section 5 – Deliverables		

Annex B – Security Architecture Requirements for Application

1. General Security Requirements

The Contractor shall design the platform/system/website/solution that meets the CIC's IT-SOP-04 Information Technology Security Policy (please refer Annex E for details) and Digital Policy Office's baseline IT Security Policies published on their website:

https://www.digitalpolicy.gov.hk/en/our_work/digital_infrastructure/information_cyber_security/government/

2. System Information

The Contractor shall provide all system information, including but not limited to below, for risk assessment and evaluation:

- System Architecture
- Data Entity/Business Function matrix – depict the relationship between data entities and business functions.
- Logical and Physical data diagrams
- Data Lifecycle diagram
- Data flow/pipeline diagram – e.g., from data source ingest and processing to analytics reporting and storage.
- Network Diagram

3. Security Assessment Report

The Contractor shall provide assessment report or equivalent documents for SMS and MMS Sending Services to show necessary security measures are implemented in vendor-provided environment. The report shall include but not limited to:

- Platform Information (Cloud / In-house hosting)
- Operating System version and patching level

- Web server services, framework and library components information and its version.
- Control Document
- Web Application Scan / Vulnerability Scan / Penetration test report

The Contractor shall submit the report to CIC's cybersecurity team, remediation shall be taken if required, and the retest shall be applied to ensure all the findings are addressed to CIC's satisfaction and approval before the project launch.

4. Data Security

The Project Teams shall not disclose confidential information of the CIC to any person in the course of service or at any time thereafter, except for the relevant staff of the contractor, the agents and subcontractors who provide services to the CIC as necessary to provide services and obtain the approval of the CIC.

The Project Teams shall design and implement risk-based technical safeguards to protect data across all states and lifecycle phases, includes but not limited to:

- **Data in Transit:** Enforce end-to-end encryption (e.g., at least TLS 1.2+ for network traffic, AES-256 for file transfers) and specify cipher suites and transport layer security protocols to be used in the Application.
- **Data at Rest:** Apply cryptographic controls, role-based access control (RBAC), Least Privilege principle and integrity monitoring for stored datasets, backup copies and databases, offsite storage, local drives, mobile devices, removable storage devices and cloud storage.
- **Data in Use:** Encrypt data while it resides in memory to prevent unauthorized access during processing, deploy memory protection mechanisms (e.g., Intel SGX), input validation to prevent unauthorized exposure during processing.

- **Retention:** Establish time-bound retention periods aligned with lawful processing purposes and automate archival/deletion via policy-driven workflows. Utilise techniques to reduce identifiability while retaining data utility, enhancing compliance with minimization principles.
- **Removal:** Ensure secure sanitization of data remnants
- **Data Minimization:** Apply technology like Anonymisation / Pseudonymisation / Proportionality in Data Minimization to comply with minimisation principles.

If any API is used in the solution, appropriate API security best practices shall be followed, refer to OWASP API Security.

All user and system access to sensitive data and cryptographic keys shall be strictly controlled and tracked by audit trail; and Industry-standard encryption algorithms, such as Advanced Encryption Standard (AES) AES-256, shall be used.

Data shall not be transferred to any third parties without CIC's consent.

All data shall be deleted within FOURTEEN (14) days up on the contract termination.

5. Data Privacy

The Contractor shall design the platform, data schema, and data storage with the least impact on personal privacy. It is mandatory for the proposed solution to comply with the Hong Kong Personal Data (Privacy) Ordinance and CIC's Privacy Policy Statement.

https://www.cic.hk/eng/main/privacy_policy_statement/.

The Contractor shall include information to clarify how their design complies with the PCPD's SIX (6) data protection principles. Preliminary risk assessment should be started at the beginning of the project. Protection measurement shall be designed and applied throughout the project lifecycle.

No personal data should be kept longer than is necessary for the fulfilment of the purpose for which the data is used. When the retention period is over, the personal data should be erased or irretrievably anonymised unless erasure is prohibited by law or is not in the public interest.

Personal Data transfer to a third party for a purpose unrelated to the original purpose for which the personal data is collected and without the data subject's consent is strictly prohibited, unless for the situations in receiving legitimate, reasonable requests from government authorities, law enforcement agencies, regulators or public/statutory bodies and CIC was immediately notified in writing and consulted.

The system should have an enforced data disposition policy, and all CIC data must be disposed within FOURTEEN (14) days if the services are terminated by CIC.

The Project Teams should assure its subcontractor(s), if any, provides the same level of protection (technical and administrative) and compliance control.

The Contractor or sub-Contractor who involves the processing of Personal Data, CIC may initiate an audit, either from CIC or auditor appointed by CIC to the contractor or sub-contractor if applicable, that to ensure the data protection measures or process are in place. The Contractor shall comply with audit / information requests from CIC.

The Contractor who processes personal data shall implement appropriate technical, physical, and organisational measures to ensure that Personal Data is subject to a level of security appropriate to the risk associated with the relevant processing. Such measures included but not limited to:

- The anonymisation, pseudonymisation, de-identification and encryption of personal data;
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

When the Project Teams engages with third parties, whether for the supply of products (e.g., system, application) or services and such engagement involves the processing of Personal Data, it is necessary to qualify the role of the third party. The third party can be a separate Data User, or a Data Processor. The following should be applied:

- a) Due diligence shall be required in respect of the data protection requirements on each third-party processing Personal Data. The due diligence also requires the completion of an IT Security Risk Assessment of the third-party supplier, when necessary (e.g., if the third party provides IT services).

- b) Where relevant, the Project Teams may initiate an audit of the third party to ensure relevant security measures or processes are in place. Contracts with third parties processing Personal Data on behalf of CIC shall, wherever possible, include adequate data processing clauses that contain, but are not limited to, the following topics:
 - Notify the CIC immediately if a personal data breach or incident occurs.
 - Respond to requests from individuals exercising their privacy rights.
 - The Personal Data being processed is subject to appropriate security measures.
 - Comply with the audit/information requests from the CIC.

- c) Transferring Personal Data to a third party for purposes unrelated to the original purpose for which it was collected and without the data subject's consent is strictly prohibited. The Data Protection Officer shall be notified in writing and consulted.

Given that there may be users from European Union countries, The Contractor / Consultant shall be aware of the applicable rights to individuals who could exercise General Data Protection Regulations (GDPR) rights.

6. Audit Control

Logging should be enabled in applications, databases, platforms, operating systems, devices, etc.

Consult with CIC IT about how and where the events should be logged. The general guidelines are as follows. Logs shall be kept for at least 1 year. Logs shall be created for the following:

- All system access, including successful and failed attempts.
- All data updates; and
- All system and application errors.
- Application operations include start-ups and shutdowns.
- Application errors and system events like runtime errors and calling other systems.

Log entries shall include sufficient information to support comprehensive audits of the effectiveness of the system and its compliance with security measures, such as the user identity, IP address, timestamp, actions taken, geolocation, etc.

All logs shall be accessible by CIC at any time. The logs shall not be modified but can only be read by authorised CIC staff.

7. Access Security

The Contractor shall propose a solution that supports Single-Sign-On (SSO) protocols such as SAML, OpenID Connect and OAuth 2.0, to offer authentication with CIC's identity and access management service.

If the Single-Sign-On protocol is not supported, a privileged account shall be assigned to CIC's dedicated person who manages permissions and access control list for CIC user access. And the account password configuration shall follow CIC's password policy. The Contractor shall not keep any account access (privileged account or non-privileged account) without CIC's approval. The Contractor shall leverage the principle of least privilege in conjunction with role-based access control to manage various levels of access control, minimise the risk of unauthorized access, and maintain productivity by granting access rights that are necessary and appropriate for each user's responsibilities.

The Contractor can only access the types, service or the classifications of information that are authorised by CIC.

The use of special privileges shall be restricted, controlled, and logged. Access to system utilities shall be strictly controlled and only granted with a defined need.

The system shall be monitored to ensure it complies with access policies and standards.

All passwords entered on the screen must be disguised. It is forbidden to use passwords for any purpose other than authentication.

The password complexity shall follow the CIC's password standard.

8. Security Updates and Patching

The Contractor shall provide system security maintenance within the maintenance period. Security patches shall be applied at least once every 6 months, including for the operating system, system service, as well as any third-party components like service libraries used by the system.

Emergency patching shall be applied to the application system to address security deficiencies or other vulnerabilities that make the environment susceptible to compromise or cause information leakage. When such a need arises, it should be addressed within TWO (2) months, or a period agreed upon by CIC.

The Contractor shall provide 7 days' notice prior to any scheduled maintenance.

The Contractor shall also support fixing any issues reported by the CIC cybersecurity team.

9. Data Retention

The Contractor shall agree upon data deletion and retention requirements and assurance of proper disposal or deletion of CIC's data when it is no longer needed or upon CIC's request.

The Contractor shall implement administrative features, scheduled jobs, and/or manually executed scripts to achieve the CIC data retention policies and requirements.

10. Cloud Security

If any cloud services are required, the cloud service provider shall comply with the globally recognised industry security standards, such as:

- ISO27001:2022 (Information security management) or equivalent.
- ISO 27017 (Code of practice for information security controls for cloud services) or equivalent.
- ISO 27018 (Code of practice for the protection of personally identifiable information (PII) in public clouds) or equivalent.
- SOC 2 Type 2 report (Security, availability, processing integrity, confidentiality, and privacy controls' attestation and assurance).
- and shall provide the corresponding certificates to CIC for review.

The Contractor shall arrange cloud services or resources dedicated to CIC in separate and independent subscriptions from other customers. And the Contractor shall build the solution under CIC's own tenant, if applicable.

The Contractor shall ensure sensitive data stored in cloud storage shall be encrypted, monitored and not open for public access unless special approval is granted, and the encrypted key shall be managed by CIC or cloud service provider.

The Contractor shall ensure data are primarily stored in the Hong Kong region. Unless agreed by CIC, no sensitive data, even the backup copy, can be transferred out of the Hong Kong region.

The Contractor shall provide a mechanism that leverages cloud technology to manage data backup and restore.

The Contractor shall provide a mechanism for dedicated cloud resources to be accessible only from CIC on-premises offices by VPN or IP whitelisting, if applicable.

11. Web Security

The Contractor shall ensure the proposed Website or Web Application adopts OWASP Top 10 (<https://owasp.org>) web security awareness document.

The Contractor shall ensure all connections to the website are using HTTPS protocol TLS 1.2 or above, and strong ciphers should be applied. The Contractor shall avoid the redirect chain containing HTTP.

The Contractor shall conceal all system and application information (e.g., platform type, technology used, and application version number, etc....) that may be disclosed to the public.

The Contractor shall guarantee that cookies are not stolen by adopting the secure flag, appropriate configuration shall be set.

The Contractor shall ensure appropriate HTTP Security Headers to be applied and correct value to be configured to strengthen our website against from external attacks, including Content Security Policy (CSP) directives, permissions policy directives, and cookies.

The Contractor shall adopt reCAPTCHA or similar bot protection approach to prevent bad bots on any input page in website.

The Contractor shall carry out comprehensive vulnerability scanning for applications with third-party audit assessors or tools. It should have accurate vulnerability coverage which minimises false positives and false negatives to ensure that security teams understand the true security risks in their web applications. The scan report shall be sent to CIC for review and approval. Any issues found should be fixed prior to the production launch. The scanning tools should be included but not limited to system (OS) vulnerabilities scan, application scan, refer to OWASP top ten web application security risks.

12. Incident Handling

The Contractor should have mechanisms in place to detect security incidents promptly. This can include intrusion detection systems, monitoring tools, and employee reporting procedures.

Upon identifying a security incident, the Contractor shall have a designated point of contact or team responsible for initiating the incident response process.

The Contractor shall notify CIC within TWENTY-FOUR (24) hours of any security issues or security incidents related to the contractor, contractor-provided services or any subcontractors. The security issues refer to information leakage of CIC sensitive data, personal data breaches, unauthorized access, and any issues that impact service availability to CIC. The notification shall be sent by phone and email to CIC's subject officer, CIC's cybersecurity team and CIC's legal team.

The Contractor shall reserve all the relevant system logs or information for further forensic investigations.

The Contractor shall investigate the scope of the incident, identify the root cause, and assess the impact on their own systems and the systems of the contracting organization.

The Contractor shall provide remediation methods and incident reports in details. If the security incident involves personal data, an initial report shall be given to CIC within 24 hours. Timely updates shall be shared to CIC until the incident is fully addressed. A detailed report should be shared with CIC within 90 days.

Annex C - Intellectual Property Right and Ownership

The ownership of, and all Intellectual Property Rights subsisting in this Services (finished or otherwise), the delivery materials (finished or otherwise) and all the other underlying works created, generated or acquired by the Contractor, its employees, contractors, subcontractors or agents, including without limitation, any scripts, photographs, videos, choreography, dramatic works, music, plans, source code and drafts shall be vested in and belong to the CIC.

The Contractor should be responsible for clearance of all copyright issues and obtain necessary licences of musical arrangement (either tailor made or library music) at its own cost and expense for broadcasting anywhere within and outside Hong Kong, any occasion and any usage using any media, including, but not limited to, radio channels, TV, video walls, the Internet and multi-media advertisements on public transport, and at seminars, exhibitions and other public functions/ activities, and for production of VCDs/ DVDs/ CD-ROMs and other publicity materials by the CIC for non-profit making purpose. The cost of licensing should be absorbed by the Contractor.

Annex D - 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.



Policy No. IT-SOP-04
Rev 3.6 [26/09/2023]

Information Technology Security Policy

Version 3.6
26/9/2023

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1. REVISION HISTORY

Date	Version	Name	Revision Description
Sep 2008	1.0	ITD	First Release
May 2011	2.0	Ernest and Young	Reviewed by Ernest and Young
Oct 2014	3.0	ITD	Revised Section 3, 5
Jul 2015	3.1	Raymond Sung	Revised upon comments
Nov 2017	3.2	Raymond Sung	Use new abbreviations and page number conventions.
Jul 2018	3.3	Doctor A Security	Updated with reference to latest version of S17 issued by the OGCIO
Nov 2020	3.4	Raymond Sung	Updated for remote access and mobile device
Mar 2023	3.5	ITD	Updated information classification labels and Password Age
Sept 2023	3.6	ITD	Updated Information classification section, added information classification label and updated format

2. OBJECTIVES

The purpose of this security policy is to:

- Establish a common foundation for the development of security protection mechanisms in the Construction Industry Council (CIC); and,
- Establish the roles and responsibilities for security enforcement.

The policy statements are developed for all levels of staff acting in different roles within CIC, including management staff, IT administrators, and general IT end users. It is the responsibility of ALL staff to read through the entire document to understand and follow IT security policies accordingly.

In addition, the document is intended for reference by the vendors, contractors and consultants who provide IT services to the CIC.

3. SCOPE

This document addresses security considerations in the following fourteen areas.

- Management responsibilities;
- IT security policies;
- Human resource security;
- Asset management
- Access control;
- Cryptography;
- Physical and environmental security;
- Operation security;
- Network and communication security;
- System acquisition, development and maintenance;
- Outsourcing security;
- Security incident management;
- IT security aspects of business continuity management; and
- Compliance

4. REFERENCE

4.1 STANDARDS AND GUIDELINES

- 4.1.1 The Office of the Government Chief Information Officer (OGCIO) (2021). Baseline IT Security Policy [S17], version 7.0. (https://www.govcert.gov.hk/doc/S17-v7_EN.pdf)
- 4.1.2 The Office of the Government Chief Information Officer (OGCIO) (2022). IT Security Guidelines [G3], version 9.1. (https://www.govcert.gov.hk/doc/G3-v9.1_EN.pdf)
- 4.1.3 The Office of the Government Chief Information Officer (OGCIO) (2021). Practice Guide for Information Security Incident Handling [ISPG-SM02], version 1.2. (https://www.govcert.gov.hk/doc/ispg-sm02-v1.2_en.pdf)

4.2 STANDARDS AND GUIDELINES

- 4.2.1 Information technology – Security techniques – Information security management systems – Requirements, ISO/IEC 27001:2013, dated 1 October 2013.
- 4.2.2 Information technology – Security techniques – Code of practice for information security controls, ISO/IEC 27002:2013, dated 1 October 2013

5. DEFINITIONS AND CONVENTIONS

5.1 DEFINITIONS

Information System	a related set of hardware and software organised for the collection, processing, storage, communication, or disposition of information - including, but is not limited to, computer systems, servers, workstations, terminals, storage media, communication devices and network resources.
Confidentiality	only authorised persons are allowed to know of or gain access to the information stored or processed by Information Systems in any aspects.
Integrity	only authorised persons are allowed to make changes to the information stored or processed by Information Systems in any aspects.
Availability	Information Systems should be available to users at any given or specified period of time upon demand by authorised persons.
IT Security Policy	a documented list of management instructions that describe in detail the proper use and management of computer and network resources with the objective to protect these resources as well as the information stored or processed by Information Systems from any unauthorised disclosure, modifications or destruction.
Classified Information	refers to the categories of information classified in accordance with Information Classification (see section 5.2).
Personal Information	refer to any data relating directly or indirectly to a living individual. It includes name, telephone number, fax number, address, gender, identity card numbers, medical records, employment records, performance appraisal and the expression of views (under section

2(1) of the Personal Data (Privacy) Ordinance, Cap. 486).

Staff	persons employed by the CIC irrespective of the employment period and terms.
User	CIC staff, including outsourcing staff, who is authorised and required gain access to Information Systems.
Computer Room	a dedicated room for housing computer equipment.
Malware	programs intended to perform an unauthorised process that cause will have an adverse impact on the confidentiality, integrity, or availability of the Information Systems. Examples of malware include computer viruses, worms, Trojan horses, and spyware etc.
Mobile Devices	Portable computing and communication devices with information storage and processing capability. Examples include portable computers, mobile phones, tablets, digital cameras, and audio or video recording devices.
Removable Media	Portable electronic storage media such as magnetic, optical, and flash memory devices, which can be inserted into and removed from a computing device. Examples include external hard disks or solid-state drives, floppy disks, zip disks, optical disks, tapes, memory cards, flash drives, and similar USB storage devices.

5.2 INFORMATION CLASSIFICATION

Below introduced the four classes of information. User shall classify all CIC information into one of the below classes. For more details, please refer to *ITSECPOL-SP27 Information Classification and Handling Standard*.

Highly Confidential (Previously Secret Information) refers to any information that is highly sensitive and/or contains controversial issues. The unauthorised disclosure of such information would cause serious injury to the interest of CIC, such as financial, legal, and reputation loss.

In some contexts, to increase the awareness of the users who have access to the information, “Strictly Confidential” or “Restricted” can be used in place of “Highly Confidential”.

Highly Confidential includes Legal proceedings and investigations, high-level strategic planning, personnel information, etc

Confidential refers to any information that is sensitive, the unauthorised disclosure of which would be prejudicial to the interests of the CIC, such as personal information, briefs and reports on delicate or sensitive negotiations, certain CIC proposals, draft bills, and tender submissions.

Confidential information includes briefs and reports on delicate or sensitive negotiations, unpublished and unannounced proposals and guidelines, draft bills, tender submissions, computer accounts, financial information, business contracts with external parties, non-disclosure agreements, student results, personal information collected from the data subjects, source codes, IT infrastructure and security-related information, etc

Internal

refers to information that is intended for internal distribution only. This information may negatively impact CIC information security or lead to reputation loss if disclosed outside CIC.

Information that should receive this classification includes internal memorandums, employee contact information, working papers, organisational charts, corporate policies, procedures, standards, guidelines, operational manuals, etc.

Internal can be in other variances with higher granularity of access rights. For example, “HR Only” means the information can only be accessed by HR colleagues.

The default classification shall be “Internal”. Unless otherwise labelled or explicitly defined, all information should be considered at the “Internal” classification

Public

refers to any information authorised parties approve for public consumption. For example, the general information available on the CIC official website.

Public documents do not contain any confidential information or personal information and are published company documents

5.3 CONVENTIONS

Shall the use of the word 'shall' indicates a mandatory requirement.

Should the use of the word 'should' indicates a requirement for good practice, which should be implemented whenever possible.

May the use of the word 'may' indicates a desirable requirement.

6. CIC IT SECURITY ORGANISATION

6.1 INFORMATION SECURITY COMMITTEE

6.1.1 An Information Security Organisation should be set up within the CIC. All responsible CIC representatives should be assigned with information security responsibilities and to coordinate the implementation of information security controls. Multiple roles can be assigned to a single staff depending on resource availability.

6.1.2 Organisation Chart for Information Security Committee in the CIC is as follows:-

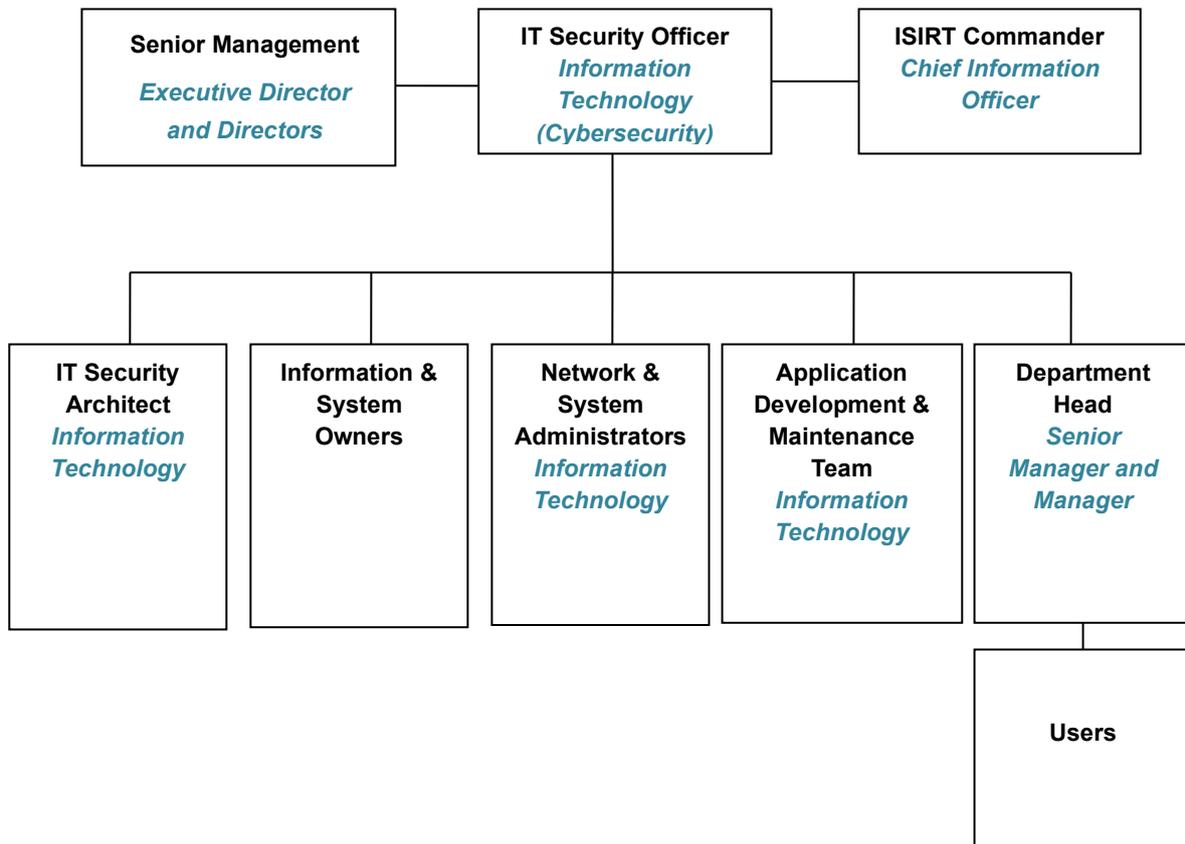


Figure 1. Organisation Chart for Information Security Committee

6.2 CIC IT SECURITY STAFF

6.2.1 Senior Management

The senior management of CIC shall have an appreciation of IT security, its problems and resolutions. Their responsibilities include:

- Direct and enforce the development of security measures;
- Provide the necessary resources required for the measures to be implemented; and
- Ensure participation at all levels of management, administrative, technical and operational staff, and provide full support to them.

6.2.2 IT Security Officer (ITSO)

The IT Security Officer's roles and responsibilities shall be clearly defined, which include but are not limited to the following:

- Establish and maintain an information protection program to assist all employees in the protection of the information they use;
- Lead in the establishment, maintenance and implementation of information security policies and procedures;
- Monitor, review and improve the effectiveness and efficiency of IT security management;
- Coordinate with other organisations on IT security issues;
- Disseminate security alerts on impending and actual threats to responsible parties within CIC;
- Ensure information security risk assessment and audits are performed every two years;
- Promote security awareness; and,
- Initiate investigations and rectification in case of breach of security.

6.2.3 Information Security Incident Response Team (ISIRT) Commander

The ISIRT is the central focal point for coordinating the handling of information security incidents occurring within CIC. The ISIRT Commander should have the authority to appoint core team members for the ISIRT. The responsibilities of an ISIRT Commander include the following:

- Provide overall supervision and coordination of information security incident handling for all Information Systems within CIC;
- Decide on critical matters such as system recovery, the engagement of external parties and the extent of involvement, and service resumption logistics after recovery etc.;
- Triggering the CIC disaster recovery procedure where appropriate, depending on the impact of the incident on the business operation of CIC;
- Provide management endorsement on the provision of resources for the

incident handling process;

- Provide management endorsement in respect of the line-to-take for publicity on the incident;
- Disseminate information security alerts to CIC staff and facilitate the experience and information sharing within the CIC on information security incident handling and related matters; and
- Review and update the Information Security Incident Response procedures.

6.2.4 IT Security Architect

IT Security Architects are responsible for providing security and risk management-related support services. Their responsibilities include:

- Assist in identifying system vulnerabilities;
- Perform security administrative work of the system;
- Maintain control and access to the system; and,
- Check and manage audit logs.

6.2.5 Information Owners

Information Owners are the collators and the owners of information stored in databases and data files. Their primary responsibility is to:

- Determine the security requirements and security classifications, usage and protection of the information.
- Report and provide information to the ISIRT against the security incident in their offices or information systems.

6.2.6 Network & System Administrators

Network & System Administrators are responsible for the day-to-day administration, operation and configuration of the Information Systems and network in CIC, whereas Internet System Administrators are responsible for the related tasks for their Internet-facing information systems. Their responsibilities include:

- Implement the security mechanisms in accordance with procedures/guidelines established by the IT Security Officer (ITSO).

6.2.7 Application Development & Maintenance Team

The Application Development & Maintenance Team implements and develops quality systems using quality procedures, techniques and tools. Their responsibilities include:

- Liaise with the Information Owner in order to agree on system security requirements; and

- Define the solutions to implement these security requirements.

6.2.8 Department Head

Senior Managers and Managers - Executive Officers are responsible for overseeing the activities of all staff in his/her department / centre. His/her responsibilities include:

- Provide advice and management endorsement on the data handling of classified information;
- Assist the ISIRT in supervision and coordination of information security incident handling.
- Promptly report any security incident happened to the ISIRT;
- Provide sufficient, relevant information about security incident and support to the ISIRT, in the course of incident investigation / problem diagnosis; and
- If the security incident is confirmed as the result of improper staff behaviour, the information gathered will be passed to Human Resources Department for recording or disciplinary action against the staff may be taken.

6.2.9 Users of Information Systems

Users of Information Systems are the staff who are authorised to access and use the information and shall be accountable for all their activities on the Information Systems. Responsibilities of an information system user include:

- Know, understand, follow and apply all the possible and available security mechanisms to the maximum extent possible; and
- Prevent unauthorised access to their information under his/her custody at his/her best effort; and
- Keep computing and storage devices safe, and protect them from unauthorised access or malicious attack with his/her best effort.

7. MANAGEMENT RESPONSIBILITIES

7.1 GENERAL MANAGEMENT

- 7.1.1 The ITSO shall ensure that security protection is responsive and adaptive to changing environment and technology through information security risk assessment and audits.
- 7.1.2 The ITSO shall put the funding requirements of the necessary security safeguards and resources in the annual budget.
- 7.1.3 CIC shall apply sufficient segregation of duties to avoid execution of all security functions of an information system by a single individual. Two measures are implemented at the moment.
- 7.1.4 Separate staff holding passwords for Windows domain administration and PC local administration.
- 7.1.5 Separate staff for system administration and application deployment.
- 7.1.6 Management reserves the right to examine all information stored in or transmitted by CIC Information Systems in accordance with the Personal Data (Privacy) Ordinance.
- 7.1.7 CIC shall ensure the confidentiality, integrity and availability of information and all other security aspects of Information Systems under their control including outsourced systems. The principles are as follows:

- | | |
|-----------------|--|
| Confidentiality | <ol style="list-style-type: none">1. Only authenticated users are allowed to access an information system.2. An authenticated user is allowed to access the functions and data appropriate to his/her role only.3. Only with explicit ITSO approval shall information be extracted and downloaded from information system to user PC, mobile device, or any removable storage.4. Privacy sensitive data shall be encrypted in the database. |
| Integrity | <ol style="list-style-type: none">1. Audit log shall be implemented to log who, when and what a data record is modified.2. An additional authorisation or approval step shall be implemented in critical operations or data entry |

functions.

Availability

1. Set up regular backup of the data, source code and installation image of an information system.
2. Formulate disaster recovery plan.
3. System available in Internet should be protected by firewall and/or other network security device to guard against common attack such as Distributed Denial of Service (DDOS) attack.

8. IT SECURITY POLICIES

8.1 MANAGEMENT DIRECTION FOR IT SECURITY

- 8.1.1 Review of information security policies, standards, guidelines and procedures shall be conducted annually by the IT Security Officer (ITSO).
- 8.1.2 CIC shall clearly define and communicate to users its policy in the document ITD-SOP-02, "Usage of IT Services Policy", in relation to acceptable Internet usage. ITD shall put the relevant policies in CIC Intranet and send regular reminder email / circular to all CIC staff.
- 8.1.3 CIC shall clearly define and communicate to users its policy, in the document ITD-SOP-02, "Usage of IT Services Policy", in relation to acceptable email usage.

9. HUMAN RESOURCES SECURITY

9.1 DURING OR TERMINATION OF EMPLOYMENT

9.1.1 Staff shall be advised on their IT security responsibilities upon being assigned a new post, and periodically throughout their term of employment via regular circular or reminder email.

- The IT security responsibilities include but are not limited to the following:
 - Keeping the workplace safe and secure is everyone's responsibility. All staff need to follow security policy, standards, guidelines and procedures at their work location; and
 - All staff need to be mindful of their obligation to use and protect CIC information in a proper way. This includes proper use of password.

9.1.2 Information security is the responsibility of every member of the staff in CIC. As such, CIC shall educate users about the IT Security Policy and strengthen their security awareness by uploading IT Security Policy and training video in CIC Intranet. New staff will be required to acknowledge reading policy and viewing the video. Existing staff will be required to refresh the IT security knowledge by viewing the training video annually.

9.1.3 Staff shall be educated and trained in order to enable them to discharge their responsibilities and perform their duties relating to IT security. Training video shall be put on Intranet to communicate the IT Security Policy to all CIC staff.

9.1.4 Staff who use or have unescorted access to Information Systems and resources shall be carefully selected and they shall be made aware of their own responsibilities and duties. They shall be formally notified of their authorisation to access Information Systems.

9.1.5 No staff shall publish, make private copies of or communicate to unauthorised persons any classified documents or information obtained in his official capacity, unless he is required to do so in the interest of the CIC. The "need to know" principle shall applied to all classified information, which should be provided only to persons who require it for the efficient discharge of their work and who have authorised access. If in any doubt as to whether an officer has authorised access to a particular document or classification or information, the ITSO should be consulted.

9.1.6 Information security responsibilities and duties that remain valid after termination or change of employment shall be defined, communicated to the staff and enforced.

10. ASSET MANAGEMENT

10.1 RESPONSIBILITY FOR ASSETS

10.1.1 The Network & System Administrators shall properly keep and maintain the inventory of hardware assets, software assets, valid warranties and maintenance service agreements in ITD file server.

10.1.2 Information about Information Systems that may compromise the security of those systems shall not be disclosed to users, or any other third parties, except on a need-to-know basis and only if authorised by ITSO.

10.1.3 Staff shall not disclose information about the individuals, CIC or specific systems that have suffered from damages caused by computer crimes and computer abuses, or the specific methods used to exploit certain system vulnerabilities, to any people other than those who are handling the incident and responsible for the security of such systems, or authorised investigators involving in the investigation of the crime or abuse.

10.1.4 Staff shall not disclose to any unauthorised persons the nature and location of the Information Systems, and the Information System controls that are in use or the way in which they are implemented.

10.1.5 At the time that a member of the staff is transferred or ceased to provide services to CIC, all related Information Systems privileges shall be promptly terminated. The outgoing staff shall be responsible for the handover of computer resources to his/her supervisor or the incoming staff for business continuity. The supervisor shall then notify ITD by filling in an IT Service Request Form about:

1. Rights to be revoked from the outgoing staff.
2. Inventories to be collected from the outgoing staff.
3. Rights to be granted to the incoming staff.
4. Inventories to be transferred to the incoming staff.

10.2 INFORMATION CLASSIFICATION

10.2.1 All CIC information shall be classified and properly handled. User shall follow the standards defined in *ITSECPOL-SP27 Information Classification and Handling Standard*.

10.2.2 Storage of CONFIDENTIAL and HIGHLY CONFIDENTIAL information in CIC computer systems shall refer to *ITSECPOL-SP27 Information Classification and Handling Standard* in order to protect from information disclosure and unauthorised access.

10.2.3 Formal approval process shall be sought for information before it becomes publicly available.

10.2.4 Personal and/or classified data shall be protected during transmission and storage.

- User shall follow *ITSECPOL-SP27 Information Classification and Handling Standard* to handle Personal, Confidential and Highly Confidential data.

10.3 STORAGE MEDIA HANDLING

10.3.1 The use and transportation of storage media containing classified information shall be controlled.

10.3.2 Storage media with classified information shall be protected against unauthorised access, misuse or physical damage.

10.3.3 All classified information shall be completely cleared or destroyed from storage media before disposal or re-use.

10.3.4 Staff shall not throw away storage media, e.g. flash drives, portable storage devices, hard disks, USB storage devices, floppy disks, CD/DVD-ROM, etc. where CIC Information / Data may be stored and not yet destroyed. Staff shall consult Information Technology Department (ITD) or get assistance from ITD for disposal of this kind of storage media.

11. ACCESS CONTROL SECURITY

11.1 BUSINESS REQUIREMENTS OF ACCESS CONTROL

11.1.1 CIC shall enforce the least privilege principle when assigning resources and privileges of Information Systems to users. Detailed requirements shall be put in the IT Service Request Form and sought approval from the line manager.

11.1.2 Access to information shall not be allowed unless authorised by the relevant information owners.

11.1.3 Access to an Information System containing classified information shall be restricted by means of logical access control (e.g., username/password).

- Staff shall follow *ITSECPOL-SP27 Information Classification and Handling Standard* to protect classified information against information disclosure and unauthorised access.

11.1.4 Access to classified information without appropriate authentication shall not be allowed.

11.2 USER ACCESS MANAGEMENT

11.2.1 Procedures for approving, granting and managing user access including registration/de-registration, password delivery and password reset shall be documented.

11.2.2 Data access rights shall be granted to users based on a need-to-know basis.

11.2.3 The use of special privileges shall be restricted and controlled.

11.2.4 The information owner shall clearly define the data access rights and review the rights annually. Records for access rights approval and review shall be maintained.

11.2.5 User privileges shall be reviewed by the information owner annually.

11.2.6 At the time that a member of the staff is transferred or ceased to provide services to CIC, all related Information Systems privileges shall be

promptly terminated. The outgoing staff shall be responsible for the handover of computer resources to his/her supervisor or the incoming staff for business continuity. The supervisor shall then notify ITD by filling in an IT Service Request Form about

1. Rights to be revoked from the outgoing staff.
2. Inventories to be collected from the outgoing staff.
3. Rights to be granted to the incoming staff.
4. Inventories to be transferred to the incoming staff.

11.2.7 Each user identity (user-ID) shall uniquely identify only one user. Shared or group user-IDs are not permitted unless explicitly approved by the ITSO.

11.3 USER IDENTIFICATION

11.3.1 Users are responsible for all activities performed with their user-IDs.

11.3.2 Passwords shall not be shared or divulged unless necessary (e.g., helpdesk assistance, shared PC and shared files). The risk of sharing passwords is that it increases the probability of security being compromised. If passwords must be shared, such as limited number of user accounts are provided by software packages or a single administrator password was available for network devices, explicit approval from ITSO must be obtained. Besides, the shared passwords should be changed promptly when the need no longer exists and should be changed frequently if sharing is required on a regular basis.

11.3.3 Passwords shall always be well protected when held in storage. Passwords shall be encrypted when transmitted over an un-trusted communication network. Compensating controls shall be applied to reduce the risk exposure of Information Systems to an acceptable level if encryption is not implementable.

11.4 SYSTEM AND APPLICATION ACCESS CONTROL

11.4.1 Authentication shall be performed in a manner commensurate with the sensitivity of the information to be accessed.

11.4.2 Consecutive unsuccessful log-in trials shall be controlled and logged in the system audit log.

11.4.3 CIC shall define a strict password policy and include guidelines on suitable system and user password selection. User shall be forced to change his/her windows domain password every 180 days.

- Password policy enforced by Windows Domain is as follows: :-
 - Maximum password age is 180 days
 - Minimum password age is 1 days
 - Minimum password length is 8 characters
 - Password must not be the same, case insensitively, as the account name or display name
 - Enforce password history checking to disallow using the same password on changing password
 - Passwords must contain characters from three of the following five categories:
 - Uppercase characters of European languages
 - Lowercase characters of European languages
 - Digits 0 to 9
 - Nonalphanumeric characters: ~!@#\$%^&*_-+=`|\(){}[];:"'<>.,.?!/
 - Unicode alphabetic character but not uppercase or lowercase
- Policy for password handling is provided below :-
 - Shall change his/her password at least every 180 days and use with multi-factor authentication.
 - Shall change the default or initial password.
 - Shall not write down password unless with sufficient protection.

11.4.4 Passwords shall not be put into email messages or other forms of electronic communication.

11.4.5 Staff is prohibited from capturing or otherwise obtaining passwords, decryption keys, or any other access control mechanism, which could permit unauthorised access.

11.4.6 All vendor-supplied default passwords shall be changed before any Information System is put into operation.

11.4.7 All passwords shall be promptly changed if they are suspected of / are being compromised or disclosed to vendors for maintenance and support.

11.5 MOBILE COMPUTING AND REMOTE ACCESS

11.5.1 Appropriate usage policies and procedures specifying the security requirements when using mobile computing and remote access shall be defined. Appropriate security measures shall be adopted to avoid unauthorised access to or disclosure of the information stored and processed by these facilities. Authorised users should be briefed on the security threats, and accept their security responsibilities with explicit acknowledgement.

11.5.2 Security measures shall be in place to prevent unauthorised remote access to CIC information systems and data.

11.5.3 Two factor authentication is required to connect to the CIC through remote access.

11.5.4 User shall follow the general guideline (IT-SOP-03) in using electronic mobile devices (i.e. smartphone, tablet, notebooks, etc) provided by the CIC.

12. CRYPTOGRAPHY

12.1 CRYPTOGRAPHIC CONTROLS

12.1.1 All Cryptographic keys, including encryption keys and certificates, shall be protected from unauthorised disclosure and fraudulent use. The whole life cycle of these cryptographic keys including generating, storing, archiving, retrieving, distributing, retiring and destroying.

12.1.2 The loss, theft, or unauthorised disclosure of any encryption keys must be reported immediately to ITSO, subsequent actions shall be applied to replace the keys and certificates.

13. PHYSICAL AND ENVIRONMENTAL SECURITY

13.1 SECURE AREAS

13.1.1 Careful site selection and accommodation planning of a purpose-built computer installation shall be conducted.

- Site preparation should include the following aspects:-
 - Site selection
 - Power supply
 - Air conditioning and ventilation
 - Fire protection and detection
 - Water damage and flood control
 - Physical entry control

13.1.2 Computer room(s) shall have good physical security and strong protection from disaster and security threats, whether natural or caused by other reasons, in order to minimise the extent of loss and disruption.

13.1.3 The LAN / System Administrator shall keep an up-to-date list of persons who are authorised to gain access to computer room(s) or other areas supporting critical activities, where computer equipment and data are located or stored. The list shall be reviewed quarterly.

13.1.4 All access keys, cards, passwords, etc. for entry to any of the computer systems and networks shall be physically secured in a locked container kept by the LAN / System Administrator.

13.1.5 All visitors to computer room(s) shall be monitored at all times by an authorised CIC staff member. A visitor access record shall be kept and properly maintained for audit purpose.

13.1.6 All staff with separate personal offices that can be directly accessed from public area and contain Information System(s) should lock the doors when these offices are not in use.

13.2 EQUIPMENT

13.2.1 All Information Systems shall be placed in a secure environment or attended by staff to prevent unauthorised access. Regular inspection of equipment and communication facilities shall be performed to ensure

continuous availability and failure detection.

13.2.2 Staff in possession of laptop, portable computer, personal digital assistant, or other mobile computing devices for business purpose shall safeguard the equipment in his/her possession, and shall not leave the equipment unattended without proper security measures.

13.2.3 IT equipment shall not be taken away from sites without proper control.

13.2.4 Access to diagnostic and configuration ports for servers and network equipment shall be restricted to the LAN / System Administrator. Outsourcing vendor, if required to access these ports, shall conduct the work onsite and be accompanied by CIC staff.

13.2.5 Automatic protection features (e.g. password protected screen saver, keyboard lock) in servers, computer terminals, workstations or microcomputers should be activated if there has been no activity for a predefined period of time to prevent illegal system access attempt. Alternatively, the logon session and connection should be terminated. Also, user workstation should be switched off, if appropriate, before leaving work for the day or before a prolonged period of inactivity.

13.2.6 All computers shall be configured to have a password-enabled screen saver. This security lockout feature shall automatically initiate after the computer remains idle from user interaction after a predefined time period. The user must then re-enter their password to gain access to the computer. The screen lock out timeout setting for a computer should not be more than one hour.

13.2.7 The display screen of an Information System on which classified information can be viewed shall be carefully positioned so that unauthorised persons cannot readily view it.

13.2.8 Clear desk and clear screen policy shall be formalised.

14. OPERATIONS SECURITY

14.1 OPERATIONAL PROCEDURES AND RESPONSIBILITIES

14.1.1 The principle of least functionality should be adopted in managing information systems with all unnecessary services or components removed or restricted.

14.1.2 Changes affecting existing security protection mechanisms shall be carefully considered.

14.1.3 Operational and administrative procedures for information systems shall be properly documented, followed, and reviewed periodically.

14.2 PROTECTION FROM MALWARE

14.2.1 Endpoint protection agents shall always be enabled on all CIC-managed servers and personal computers, including anti-virus, endpoint detection and response, and data leak prevention agents.

14.2.2 Machines connecting to CIC networks, including but not limited to Corporate Networks, VPN or Wi-Fi, shall be installed with latest operating system patches as far as possible. CIC may disallow and disconnect vulnerable and high-risk machines without prior notice.

14.2.3 CIC shall protect their Information Systems from malware. Malware definitions as well as their detection and repair engines shall be updated regularly and whenever necessary.

14.2.4 Storage media and files from unknown source or origin shall not be used unless the storage media and files have been checked and cleaned for malware.

14.2.5 Staff shall not intentionally write, generate, copy, propagate, execute or involved in introducing malware.

14.2.6 CIC shall implement proper measures to protect their wireless or mobile computing devices against malware.

14.2.7 Computers and networks shall only run software that comes from trustworthy sources.

14.2.8 CIC should consider the value versus inconvenience of implementing technologies to block non-business web sites. The ability to connect with a specific web site does not in itself imply that users of systems are permitted to visit that site.

14.2.9 All software and files downloaded from the Internet shall be screened and verified with endpoint protection solutions.

14.2.10 Staff should not execute mobile code or software downloaded from the Internet unless the code is from a known and trusted source.

14.3 INFORMATION BACKUP

14.3.1 Backup and recovery procedures shall be well documented, properly implemented, and tested annually.

14.3.2 Backups shall be sent out weekly by internal mail.

14.3.3 Backup activities shall be reviewed quarterly by the LAN / System Administrator.

14.3.4 Integrity copies of backups shall be stored at a remote distance from the system and be protected. Backup media should also be protected against unauthorised access, misuse or corruption during transportation.

14.3.5 Backup media containing business essential and/or mission critical information shall be kept at a second site (HQ) with a safe distance from the main site (ATTC), in order to avoid damage arising from a disaster at the main site.

14.4 LOGGING AND MONITORING

14.4.1 CIC shall define policies relating to the logging of activities of Information Systems under their control according to business needs and data classification.

14.4.2 CIC shall review the need to enable audit trail and logging features on Information Systems in production environment at all time (including database servers, web / application servers, operating systems and network devices).

- The following activities should be recorded, but not be limited to, :-

- Successful and unsuccessful log-in attempts
- All activities of high privileged user-IDs, i.e. Administrator level users
- Changes to user access rights
- All password changes
- Modification to software
- Logs shall be protected from accidental or deliberate overwriting.
- Mechanisms shall be established to minimise the impact of the system halt when log is full.

14.4.3 Any log kept shall provide sufficient information to support comprehensive audits of the effectiveness of, and compliance of security measures.

- The following information should be included in the log, but not be limited to:
 - Log Date and Timestamp
 - Log Level, such as emergencies, alert, critical, error, warning, informational, and debug
 - Computer name / IP address of the host that generate the event
 - Actor, who initiates the event, such as username, system name, and process name
 - Event, such as request, transaction and status

14.4.4 Logs shall be retained for a period commensurate with their usefulness as an audit tool. During this period, such logs shall be secured such that they cannot be modified, and can only be read by authorised persons.

14.4.5 Logs shall not be used to profile the activity of a particular user unless it relates to a necessary audit activity supported by the ITSO.

14.4.6 The Security Administrator shall regular check the log records, especially on system/application where classified information is processed/stored, shall be performed, not only on the completeness but also the integrity of the log records. All system and application errors which are suspected to be triggered as a result of security breaches shall be reported and logged.

14.4.7 Clock synchronisation should be configured to keep clocks of Information Systems in sync with a trusted time source.

14.5 TECHNICAL VULNERABILITY MANAGEMENT

14.5.1 No unauthorised application software shall be loaded onto an Information System without prior approval by ITSO.

14.5.2 CIC shall protect their Information Systems from known vulnerabilities by applying the latest security patches recommended by the product vendors or implementing other compensating security measures.

14.5.3 Before security patches are applied, proper risk evaluation and testing should be conducted to minimise the undesirable effects to the Information Systems.

14.5.4 All patches and software updates shall be scheduled/immediately installed based on CVE score and relevant cyber intelligence reports and security advice.

15. NETWORK & COMMUNICATION SECURITY

15.1 NETWORK ACCESS CONTROL

15.1.1 Prior approval from the ITSO is required to connect a CIC Information System with another Information System under the control of another organisation. The security level of the Information System being connected shall not be downgraded.

15.1.2 For high-risk applications connection limitations shall be implemented.

15.1.3 NAC solution assigns and monitors different devices and users to designated networks. All devices connecting to CIC Core network must be connected and going through NAC control.

15.2 GENERAL NETWORK PROTECTION

15.2.1 The LAN / System Administrator shall keep the internal network addresses, configurations and related system or network information. The information shall not be publicly released without approval of ITSO.

15.2.2 All internal networks with connections to other organisation networks or publicly accessible computer networks shall be properly protected.

15.2.3 Security measures shall be in place to prevent unauthorised access to the systems and data.

15.2.4 Staff are prohibited from connecting workstations to external network by means of communication device, such as dial-up modem, wireless interface, or broadband link, if the workstations are simultaneously connected to a local area network (LAN), or another internal communication network, unless with the approval of ITSO.

15.2.5 Staff shall not connect any unauthorised Information System device to a CIC Information System without prior approval of ITSO.

15.2.6 Proper configuration and administration of information / communication systems is required and shall be reviewed regularly.

15.2.7 Connections and links made to other network shall not compromise the security of information processed at another, and vice versa.

- 15.2.8 Connecting privately owned computer resources to CIC internal network requires approval from ITSO. Such usage of personal computer resources shall be conformed to the same IT security policy.
- 15.2.9 Transmission of CONFIDENTIAL and HIGHLY CONFIDENTIAL information over network shall be encrypted. Such data and information transmission and activities will be monitored.
- 15.2.10 Secure communication should be employed for remote administration of network infrastructure, such as network devices and servers.
- 15.2.11 A key management system of generating the security keys of reading and writing information to the CWR card shall be installed to protect all keys against modification, loss and destruction.
- 15.2.12 It shall be generally not recommended to install non-CIC devices to the CIC network. In case the installation is required for operational needs, the installation, including the subsequent operations, shall be subject to the governance of the CIC's IT Security Policy. Accordingly, a signed agreement which stipulates the penalty for not compliance with the CIC's IT Security Policy and the damages for introducing security incidents (e.g. virus, spyware) due from the installation shall be entered into by CIC and the external party.
- 15.2.13 All Internet access shall be through centrally arranged proxy server and Internet gateways, except isolated classrooms where dedicated broadband line is used to connect to the service providers directly. In circumstances where this is not feasible or having regard to the mode of use, CIC may consider allowing Internet access through stand-alone machines, provided that there is an approval and control mechanism at appropriate level.
- 15.2.14 Staff shall not use, submit, publish, display, or transmit on the network or on any computer system, any information which:
- violates or infringes on the rights of any person or company, protected by copyright, trade secret, patent or other intellectual property, or similar laws and regulations, including, but not limited to, the installation or distribution of pirated or other software products that are not appropriately licensed for use by the CIC.
 - contains defamatory, abusive, known to be false, or inaccurate, obscene, pornographic, profane, threatening, racially offensive, or

other biased, discriminatory or illegal material.

- uses the system for any other illegal purpose.

15.2.15 CIC should limit Internet access to those staff who demonstrate a legitimate business need.

15.3 INFORMATION TRANSFER

15.3.1 System administrators shall establish and maintain a systematic process, in the document ITD-SOP-12, "IT Operations Procedure", for the recording, retention, and destruction of electronic mail messages and accompanying logs.

15.3.2 Incoming/Outgoing email shall be screened for malware.

15.3.3 Internet email address lists containing entries for authorised users shall be properly maintained and protected from unauthorised access and modification.

15.3.4 Emails from suspicious sources should not be opened or forwarded.

15.3.5 Email transmission of **CONFIDENTIAL** and **HIGHLY CONFIDENTIAL** information shall be avoided unless essential.

- Staff shall obtain prior approval from their supervisors for any email transmission of **CONFIDENTIAL** and **HIGHLY CONFIDENTIAL** information.
- **CONFIDENTIAL** and **HIGHLY CONFIDENTIAL** information transferred by email shall only be carried out on authorised and trusted CIC systems or devices.
- **CONFIDENTIAL** and **HIGHLY CONFIDENTIAL** information shall be sent as an attachment with proper security protection (such as encryption, or password protection, or apply with Information Protection Label, which provides traceable records.)
- Access key / Password shall not be sent together with protected **CONFIDENTIAL** and **HIGHLY CONFIDENTIAL** information, and instead use alternate methods (e.g. phone).

16. SYSTEM ACQUISITION, DEVELOPMENT AND MAINTENANCE

16.1 SECURITY REQUIREMENTS OF INFORMATION SYSTEMS

16.1.1 Application development staff shall conduct security planning and implement the appropriate security measures and controls for system under development according to the systems' security requirements.

16.1.2 Security requirements for systems shall be considered during the early stages of information system projects.

16.1.3 Capacity requirements shall be determined during system planning.

16.2 SECURITY IN DEVELOPMENT AND SUPPORT PROCESSES

16.2.1 Development environments for system development and integration efforts that cover the entire system development life cycle shall be established and appropriately secured.

16.2.2 Application documentation and listings and program source code shall be properly maintained and restricted on a need-to-know basis.

16.2.3 Formal testing and review on the security controls shall be performed prior to implementation.

16.2.4 The integrity of an application shall be maintained with appropriate security controls such as version control mechanism and separation of environments for development, system testing, acceptance testing, and live operation.

16.2.5 Application development staff shall not be permitted to access production information unless necessary or explicitly authorised.

16.2.6 Access to program source of code shall be strictly controlled against unauthorised functionality and changes.

16.3 CONFIGURATION MANAGEMENT & CONTROL

16.3.1 Change control procedures for requesting and approving program/system changes shall be documented.

1. ITD Support Staff fills up a “Network Device and Server Configuration Change Log” form with date of the change, justification of the change and details of the change procedure. The form shall be submitted to AM-IT for approval.
2. AM-IT reviews the form and then grants approval or rejects the request.
3. Upon approval from AM-IT, the ITD Support Staff carries out the change and logs the result in the form.
4. The completed form shall be filed in ITD file server for record.

16.3.2 Changes affecting existing security protection mechanisms shall be carefully considered.

16.3.3 Installation of all computer equipment and software shall be done under control and audit.

16.3.4 CIC shall ensure that staff are formally advised of the impact of security changes and usage on Information Systems.

16.3.5 When operating systems are changed, a review process shall be conducted.

16.4 TEST DATA

16.4.1 Test data shall be carefully selected, protected and controlled commensurate with its classification. If use of classified data from production is genuinely required, the process shall be reviewed, documented and approved by Information Owner.

17. OUTSOURCING SECURITY

17.1 IT SECURITY IN OUTSOURCING SERVICE

17.1.1 Outsourcing or third-party service providers shall observe and comply with this IT security policy and other information security requirements issued by CIC.

17.1.2 Information Owners shall identify and assess the risks to the data and business operations when utilising external services or facilities. Security measures, service levels and management requirements of external services or facilities commensurate with the data classification and business requirements shall be documented and implemented. Security responsibilities of external service providers shall be defined and agreed.

17.2 OUTSOURCING SERVICE DELIVERY MANAGEMENT

17.2.1 The Network & System Administrators shall monitor and review the change request log with the outsourcing or third-party service providers to ensure that security operations are managed properly. Confidentiality and non-disclosure agreement shall be properly managed, and reviewed when changes occur that affect the security requirement.

17.2.2 The Network & System Administrators shall monitor and review to ensure all data in external services or facilities are cleared or destroyed according to CIC's requirements at the expiry or termination of the service.

17.2.3 External consultants, contractors, outsourced staff or temporary staff who are engaged in CIC work shall be subject to the same information security requirement and responsibilities as CIC staff.

17.2.4 CIC shall reserve audit and compliance monitoring rights to ensure external service providers have implemented sufficient controls on CIC information systems, facilities and data. Alternatively, the external service providers shall provide security audit report periodically to prove the measures put in place are satisfactory.

18. SECURITY INCIDENT MANAGEMENT

18.1 MANAGEMENT OF SECURITY INCIDENTS AND IMPROVEMENT

18.1.1 CIC shall establish an incident detection and monitoring mechanism in the document ITD-SOP-05, "Information Security Incident Handling Plan", to detect, contain and ultimately prevent security incidents.

18.1.2 CIC shall ensure that system logs and other supporting are retained for the proof and tracing of security incidents.

18.1.3 CIC shall establish, document and maintain a security incident handling/reporting procedure, in the document ITD-SOP-05, "Information Security Incident Handling Plan", for their Information Systems.

18.1.4 Staff shall be made aware of the security incident handling/reporting procedure that is in place and shall observe and follow it accordingly.

18.1.5 All network or system software malfunctions, information security alerts, warnings, suspected vulnerabilities, and the like, and suspected network security problems, shall be reported immediately only to the responsible party according to the incident handling procedure.

18.1.6 Immediate follow-up actions are required on suspected system intrusion according to security incident handling/reporting procedures.

18.1.7 Staff shall provide sufficient relevant information on security incident, such as malware outbreaks, and support to the ISIRT, in the course of incident investigation and follow-up actions.

18.1.8 Staff shall not disclose information about the individuals, CIC or specific systems that have suffered from damages caused by computer crimes and computer abuses, or the specific methods used to exploit certain system vulnerabilities, to any people other than those who are handling the incident and responsible for the security of such systems, or authorised investigators involving in the investigation of the crime or abuse.

19. BUSINESS CONTINUITY MANAGEMENT

19.1 DISASTER RECOVERY PLANS AND BUSINESS CONTINUITY PLANS

19.1.1 Disaster Recovery Plans (DR Plans) for emergency response and disaster recovery of mission-critical Information Systems shall be fully documented and regularly tested. Such plans should be regularly reviewed to ensure adequate security measures.

19.1.2 It is recommended that a CIC-wide Business Continuity Plan should be developed and implemented to maintain or restore operations and ensure the availability of information at the required level and in the required time scales following an interruption to, or failure of, critical business processes.

19.1.3 The business continuity plan shall consider business objectives, roles and responsibilities, the priority of business operations and information security requirements. The DR Plan shall tie in with the business continuity plan.

19.2 RESILIENCE

19.2.1 CIC shall ensure adequate resilience to meet the availability requirements of IT services and facilities.

20. COMPLIANCE

20.1 COMPLIANCE WITH LEGAL AND CONTRACTUAL REQUIREMENTS

20.1.1 All relevant statutory, regulatory and contractual requirements applicable to the operations of each information system shall be identified and documented.

20.1.2 Records shall be kept to evidence compliance with security requirements and support audits of effective implementation of corresponding security measures.

20.1.3 Personal Data (Privacy) Ordinance (Cap. 486) shall be observed when handling personal data. All personal data should be classified as **HIGHLY CONFIDENTIAL**, depending on the nature and sensitivity of the personal data concerned and the harm that could result from unauthorised or accidental access, processing, erasure or other use of personal data, a higher classification and appropriate security measures may be required.

20.2 SECURITY REVIEWS

20.2.1 Security risk assessments for Information Systems and production applications shall be performed at least once every two years. A security risk assessment shall also be performed before production, and prior to major enhancements and changes associated with these systems or applications.

20.2.2 Audit on information systems shall be performed periodically to ensure the compliance of IT security policies and effective implementation of security measures. The selection of auditors and conduct of audits shall ensure objectivity and impartiality of the audit process. Auditors shall not audit their own work.

20.2.3 Use of software and programs for security risk assessment or security audit shall be restricted and controlled.

Construction Industry Council Tender Terms and Conditions

1. The product/service quantities provided in the tender is the best estimation from Construction Industry Council (“CIC”) based on the historical procurement volumes. The provision quantities are intended for reference only. Actual consumptions may vary and there are no limitations and commitment on the quantities to be ordered.
2. Tenders must be submitted in **ONE (1) set of hard copy and ONE (1) set of soft copy stored in an electronic medium (e.g.: CD-ROM or USB Drive) of the technical proposal** in a sealed envelope marked “Technical Proposal” and **ONE (1) set of hard copy of the fee proposal** in a separate sealed envelope marked “Fee Proposal” with the labels provided by the CIC affixed. Any tenderer which does not wish to submit any tender is kindly requested to return the Reply Slip for Declining Bid provided in **Attachment 9** to the CIC with attention of “Procurement Department”.
3. Any tender submission made by tenderers shall be in accordance with the terms and conditions contained in **Attachments 6** - General Conditions of Contract (Total 47 Pages), which are to be complied with by all suppliers/contractors entering into a contract with the CIC or by those persons whose tenders have been accepted. The quotation shall deem to be included all cost incurred.
4. The CIC may decide not to consider any tender in which the tenderer has not provided its quotation for all the items listed in the **Attachment 2. (i.e. Schedule of Rates)**.
5. Any tender completed and signed by a tenderer, together with the attachments (if any), must be returned to the designated tender box located at **CIC Kowloon Bay Campus - G/F, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong by 12:00 noon on 28 May 2025**. The CIC will not consider any late tender submissions, including those which have been posted prior to the tender submission deadline but only received after the tender submission deadline, and those that have been submitted at a wrong location. Should there be any additional attachment to be submitted by the tenderer, the tenderer must specify clearly in the **Attachment 2. (i.e. Schedule of Rates)**.
6. The goods/ services shall be delivered to, including but not limited to, the following locations:
 - (a) The CIC Headquarter: Unit D-F of 22/F, 38/F and Unit A-C of 39/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong
 - (b) The CIC Mega Box Office: 29/F, Tower 2, Enterprise Square 5, 38 Wang Chiu Road, Kowloon Bay, Kowloon, Hong Kong
 - (c) CIC - Zero Carbon Park: 8 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong
 - (d) MiC Resources Centre: 8 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong
 - (e) Construction Innovation and Technology Application Centre: 8 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong
 - (f) Hong Kong Construction Industry Trade Testing Centre: 95 Yue Kwong Road, Aberdeen, Hong Kong
 - (g) HKIC - Kowloon Bay Campus: 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong
 - (h) HKIC - Kwai Chung Campus: 7-11 Kwai Hop Street, Kwai Chung, New Territories, Hong Kong
 - (i) HKIC - Sheung Shui Campus: 1 Fung Nam Road, Sheung Shui, New Territories, Hong Kong
 - (j) The CIC Service Centre (Kowloon Bay): 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong (Exit A, MTR Kowloon Bay Station)
 - (k) The CIC Service Centre (Nam Cheong): Shop 6, Nam Cheong MTR Station, Kowloon, Hong Kong (Opposite to the gates of Exit D within the Station)
 - (l) HKIC - Tung Chau Street Training Ground: Tung Chau Street, Sham Shui Po, Kowloon, Hong Kong (Opposite to No. 184 of Tung Chau Street and underneath West Kowloon Corridor)

- (m) HKIC - Tat Mei Road Training Ground: Tat Mei Road, Kwai Chung, New Territories, Hong Kong
 - (n) HKIC - Siu Lun Street Training Ground: Siu Lun Street, Tuen Mun, New Territories, Hong Kong (Opposite to Siu Lun Sports Ground)
 - (o) HKIC - Tin Yuet Road Training Ground: Tin Yuet Road, Tin Shui Wai, New Territories, Hong Kong
 - (p) HKIC - Tai Po Training Ground: Dai Wah Street, Tai Po, New Territories, Hong Kong
 - (q) HKIC - Tuen Mun Training Ground: Lot No. 16, Tuen Yee Street, Tuen Mun, New Territories, Hong Kong
 - (r) HKIC - Lam Tei Training Ground: Wong Kong Wai Road, Tuen Mun, New Territories, Hong Kong
 - (s) CSILQ - Construction Sector Imported Labour Quarters Limited: 61 Castle Peak Road Tam Mi, Yuen Long, New Territories, Hong Kong
 - (t) The CIC's various offices / campuses / trade testing centres / service centres / training grounds (except for those on outlying islands)
7. 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 am – 6:18 pm) on the Tender Closing Date, the tender submission deadline will be postponed to 12:00 noon of the next working day.
8. The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
9. 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.
10. Any amendments to the rates offered or descriptions given must be signed by the person who signed the quotation with company chop affixed. Failure to comply will render the quotation null and void.
11. Unless otherwise stated by the supplier/contractor, quotations shall be valid for 120 days from the closing date specified. If no order is placed within the validity period of your quotation, you may assume that the quotation has not been accepted.
12. Tenderer shall state in the quotation all Unit Rates and the Total Amount. In the event of any discrepancy between the Unit Rates and the Total Amount, the Unit Rates will be used. No adjustment will be made for fluctuations in labour and material prices and exchange rates of currencies.
13. In Attachment 2 (i.e. Schedule of Rates), unit prices must be stated for all items in accordance with the brands/models/manufacturers/places of origin etc. specified by the CIC, except for those items expressly indicated by the CIC that products/services of equivalent standards and specifications may be considered. However, for such items, tenderers are required to clearly specify the information/brands/places of origin relating to such equivalent standards and specifications in the table.
14. No tenderer shall be allowed to alter the terms and conditions or content of its tender. Additional descriptions may be included by tenderers in their tenders through the use of supplementary pages, but such additional descriptions may lead to non-acceptance of their tenders.
15. Should tenderers have any enquiries regarding this tender, please direct such queries to the CIC in writing. In order to ensure fairness and justice regarding this tendering process, all responses made by the CIC will also be despatched to other tenderers. Where any error has been made in the tender document, relevant notification can be made through the aforementioned means such that the CIC can rectify the same in writing. The CIC may issue Tender Addendum and / or Replies to Tender Queries no later than 7 days before tender closing if CIC found it necessary.
16. The CIC shall not in any way be liable in respect of any erroneous tender submission arising from the tenderer's failure to request rectification.

17. In the event that the CIC determines that clarification of any tender is necessary, it will advise the tenderer to supplement its tender. Unless otherwise specified in the request for clarification, the tenderer shall thereafter have 3 working days to submit such requested information. Any clarification made shall be at the tenderer's own cost and expense.
18. The CIC is not bound to accept the lowest or any quotation and reserves the right to accept all or any part of any tender submission.
19. Tenderers should ensure that all prices quoted are sufficient before submitting their quotations. Under no circumstances will the CIC accept any request for price adjustment on grounds that a mistake has been made in the quotation prices.
20. Payment: after receipt of goods and services or completion of works in accordance with the agreed terms and conditions and to the satisfaction of CIC, the CIC will settle the purchase amount within 30 days after receiving and verifying the original invoice. Any tax or levy arising from this tender shall be borne by the tenderers.
21. The CIC prohibits any staff member from soliciting or accepting an advantage. Without prior approval of the CIC, it is an offense under the Prevention of Bribery Ordinance (Cap. 201) to offer or give any gift, loan, fee, reward, commission, office employment or contract, other services of favour, discount to any staff of the CIC whether in Hong Kong or elsewhere. The CIC will terminate the contract without prior notice and hold the supplier/contractor liable for any loss or damage so caused to the CIC.
22. Tenderers are required to warrant the validity of their business registration and employees' compensation insurance policies during the contract period.
23. 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 quotation or otherwise in connection with the awarded purchase order, without further notification to the successful tenderer(s). In submitting your quotation, you irrevocably consent to such disclosure.
24. Upon acceptance of a tenderer's tender, the CIC will despatch a Delivery Order (DO) to the successful tenderer in performing the procurement of relevant materials / services. Please refer to [Attachment 7](#) for a sample of the Delivery Order and [Attachment 8](#) for the Flowchart for Term Contract.
25. Except as otherwise specified, relevant materials/ services must be delivered to the designated location within 7 day(s) from the receipt of Delivery Order from the CIC.
26. In carrying out the business relating to this contract, any contractor shall prohibit those of its employees, agents and subcontractors who are involved in this contract from offering, soliciting or accepting any advantage as defined under the Prevention of Bribery Ordinance (Cap. 201).
27. Upon the tender submission acceptance by the CIC, the Unit Price from the Schedule of Rates, Tender Terms and Conditions, General Conditions of Contract, Delivery Orders and the Flowchart for Term Contract shall become a part of the contract.

28. Tenderers shall strictly comply with the following anti-collusion clauses:

(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) Tenderers are required to submit their tender together with **Standard Letter for complying with Anti-Collusion Clause (Attachment 5)**. The signatory of the said letter must be a person who has been authorized to sign the CIC contract on behalf of the tenderer concerned.

This letter must be submitted together with the tender submission. If not, the tender submission may not be considered.

(4) Tenderers are required to indemnify CIC and keep CIC indemnified from and against all losses, damages, fees or expenses arising from or in connection with any of their defaults or acts under sub-clause (1) of this clause, including but not limited to additional fees arising from price increases, re-tendering fees and expenses as well as fees incurred otherwise.

29. **Tender Briefing Session**

29.1 The Contractor is invited to attend an online tender briefing session at **9:30 a.m. on 9 May 2025** via Microsoft Teams. Interested Contractors should complete and return the reply slip in Attachment 10 by fax or e-mail to the Procurement Department at least 1 working day before the stated time confirming the attendance of the said briefing session and state clearly the number of attendees for CIC's arrangement.

29.2 The CIC may record the queries raised by the Contractors attending the tender briefing and may issue a Replies to Tender Queries to all Contractors for information.

30. During the tender evaluation stage, the tenderer may be requested to attend a **tender interview** to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) working 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 fulfil the requirements specified in the Assignment Brief and its Annexes.
31. 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. The presentation should at least include the project team profile, the approach to fulfil the objectives described in the Assignment Brief and its Annexes and an outline programme for completing the assignment. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management. 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. **Each interview presentation should be no longer than TWENTY-FIVE (25) minutes, including a TEN (10) minutes questions and answers session.**
32. **Submission of Tender Proposals**
- 32.1 A two-envelope approach is adopted for tender submission, i.e. the tenderer shall submit the technical proposal including all related information in one envelope and the fee proposal in a separate envelope. Please be reminded not to enclose any price information in the technical proposal. **Failure to do so would lead to disqualification.**
- 32.2 The tenderer shall submit **ONE (1) hard copy of technical proposal and ONE (1) electronic copy of all corresponding files for technical proposal** in electronic form stored in an electronic medium (e.g. CD-ROM / USB Drive) in a sealed envelope marked "**Technical Proposal**" and **ONE (1) set of the fee proposal** in a separate sealed envelope marked "**Fee Proposal**" clearly indicating the Contractor's name and proposal title. In the event of discrepancies between original and electronic versions of the submission, the former shall prevail.
- 32.3 Fee proposal would only be opened after the technical assessment is completed subject to Section 32.6 below.
- 32.4 A marking scheme as described below will be used for evaluating the proposals. The proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.
- 32.5 The pre-determined weights for technical and fee assessments are 30% and 70% respectively.
- 32.6 If the unweighted technical assessment mark is less than 50% of the maximum marks (i.e. 100 marks), the proposal will be rejected and will NOT be further assessed and its fee proposal envelope will NOT be opened.
- 32.7 The rejected Proposal will NOT be included in the weighted technical assessment score formula in Section 34.2 and the weighted fee assessment score formula in Section 34.3 below. The CIC reserves its right to cancel this exercise and re-issue the invitation thereof without further notice to the tenderer.

32.8 An assessment panel will be established for the evaluation. The proposal received will be evaluated in accordance with the requirements stated in Section 33.

33. **Details for Technical Submission**

Interested tenderers shall submit the Technical Proposal in accordance with the specifications stated in the Assignment Brief with below details:

33.1 **Tenderer's Company Profile, Background and Expertise**

- (i) Tenderer company's profile, background and scope of business, expertise, company structure, and number of staff resources.

33.2 **Job reference of the Tenderer in carrying out similar project nature and scale in past 3 years**

- (i) Relevant job references and success stories in the past 3 years including nature, service scope and project scale etc.

Brief Project Description	Scope of Services	Client	Contract Value (in HK\$)	Duration	Role and Responsibilities	Outcomes and success matrix

- (ii) 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 and will be asked to describe where appropriate this information to the Assessment Panel during the tender interview.

33.3 Compliance table

- (i) The tenderer shall reflect the level of compliance with all mandatory requirements and features, using the compliance table provided in this Annex A of Assignment Brief.

33.4 Service Level Agreement of SMS and MMS sending

- (i) The Contractor shall provide official test report on individual SMS sending speed with evidence where appropriate (i.e. speed over 500 test cases). Test report shall be within past 3 years (as of tender closing date).
- (ii) The tenderer shall provide official test report on individual MMS (200K+ content) sending speed with evidence where appropriate (i.e. speed over 500 test cases). Test report shall be within past 3 years (as of tender closing date).
- (iii) The tenderer shall provide list of bulk sending speed of 50K, 100K, 150K of SMS.
- (iv) The tenderer shall provide any send limit of SMS and MMS, and any throttling mechanism in place.

33.5 Supporting Mobile Network Operators

- (i) The tenderer shall provide list of mobile network operators currently supporting.

33.6 API communication capability

- (i) The tenderer shall provide API specifications.
 - (a) Indication of API architecture (i.e., synchronization using RESTful, asynchronize with Publish and Subscribe)
 - (b) Listing of API available (e.g. any API for omni-channel communication e.g., WhatsApp, recipient preference management, send status, sending history) and authentication mechanism (if any).
 - (c) with Endpoints, methods, parameters, request/response formats, error codes and handling, and authentication mechanisms.
 - (d) with clear instructions, usage examples, and recommended practices to facilitate straightforward integration with existing systems.
- (ii) The tenderer shall submit API governance controls (if any), e.g. version management, change notifications, security provisions, rate limiting, monitoring mechanisms, and support procedures.
- (iii) The tenderer is required to submit the HTTPS testing link for the integration test of API message sending together with the tender submission. Testing will cover, but not limited to, message sending in English and Chinese, message splitting, error message returned, delivery speed.

33.7 Features of self-service portal

- (i) The tenderer shall list available features of self-service portal, e.g. scheduled SMS sending, traffic tracking, traffic dashboard, usage alert, SMS template, campaign management, blacklist management, Opt-out list management, account management, invoice tracking, SSO support on portal login (federation with SAML, OpenID Connect and OAuth 2.0).

33.8 Data residency and cybersecurity

- (i) The tenderer shall specify data storage location.
- (ii) The tenderer shall provide corresponding certificates of the company and data hosting center, third-party audit report (if any).
- (iii) The tenderer shall provide third-party risk rating from SecurityScoreCard.com.

33.9 Data management procedure

- (i) The tenderer shall provide procedures of data management (i.e., how customer data store, approval process, data retention handling).
- (ii) The tenderer shall provide procedures of data access control (with indication if personal data control policy that comply with the Hong Kong Personal Data (Privacy) Ordinance and CIC's Privacy Policy Statement).

34. Technical and Fee Evaluation

34.1 Detailed evaluation of the technical proposal including all information specified in the Section 33 above shall be made in accordance with the assessment criteria as described below in Table 1.

Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Assessment will be based on the following criteria: -		
1. Tenderer's company profile, background and expertise		10%
2. Job reference of the tenderer in carrying out similar project nature and scale in past 3 years		10%
3. Tenderer's capabilities to fulfil the SMS and MMS services requirements:		70%
(a) SMS and MMS sending performance (25%)		
(b) API architecture and capability (10%)		
(c) Self-service portal features (15%)		
(d) Data residency and cybersecurity (10%)		
(e) Data management procedure (10%)		
4. Tenderer's Performance in CIC's Past Projects		10%
Total:		100%

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

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

34.3 The weighted fee assessment score of the tender proposal shall be worked out in accordance with the following formula:

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

34.4 Calculation of Combined Scores

The combined assessment score of a tender proposal shall be the sum of the weighted technical assessment score (Section 34.2) and the weighted fee assessment score (Section 34.3).

35. Documents and Information to be Submitted

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

Particulars	Reference
Technical Proposal	
1. A duly signed Tenderer's Declaration	Attachment 1 of Tender Document [Technical Proposal]
2. Tenderer's Profile, Background and Expertise	Attachment 4 of Tender Document Section 33.1 [Technical Proposal]
3. Job reference of the Tenderer in carrying out similar project nature and scale in past 3 years	Attachment 4 of Tender Document Section 33.2 [Technical Proposal]
4. Compliance table with all mandatory requirements and features, using the compliance table provided in this Annex A of Assignment Brief	Attachment 4 of Tender Document Section 33.3 [Technical Proposal]
5. Service Level Agreement of SMS and MMS sending	Attachment 4 of Tender Document Section 33.4 [Technical Proposal]
6. Supporting Mobile Network Operators	Attachment 4 of Tender Document Section 33.5 [Technical Proposal]
7. API communication capability	Attachment 4 of Tender Document Section 33.6 [Technical Proposal]
8. Features of self-service portal	Attachment 4 of Tender Document Section 33.7 [Technical Proposal]
9. Data residency and cybersecurity	Attachment 4 of Tender Document Section 33.8 [Technical Proposal]
10. Data management procedure	Attachment 4 of Tender Document Section 33.9 [Technical Proposal]
11. A duly completed Standard Letter for complying with Anti-Collusion Clause	Attachment 5 of Tender Document [Technical Proposal]
Fee Proposal	
Schedule of Rates	Attachment 2 of Tender Document [Fee Proposal]

Note: The tenderer is required to submit all information specified in Section 33 above with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Attachment 5 of Tender Document. 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."

36. Please cut off the following labels and affix on the envelopes for the tender submission.

----- ✂ ----- ✂ ----- ✂ ----- ✂ ----- ✂ ----- ✂ ----- ✂ -----

“Confidential”	Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong	TENDER
Technical Proposal	Tender Ref. No. : (400) in P/AE/PUR/TDTC Tender Title : Term Contract for Provision of SMS Sending Services for Construction Industry Council	
	Name of Tenderer: _____	
	Closing Time and Date: <u>12:00 noon on 28 May 2025</u>	

“Confidential”	Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong	TENDER
Fee Proposal	Tender Ref. No. : (400) in P/AE/PUR/TDTC Tender Title : Term Contract for SMS Sending Services for Construction Industry Council	
	Name of Tenderer: _____	
	Closing Time and Date: <u>12:00 noon on 28 May 2025</u>	

Standard Letter for Complying with Anti-Collusion Clause

To: Construction Industry Council (CIC)

Date: _____

Dear Sir/Madam,

Tender Ref: (400) in P/AE/PUR/TDTC

Tender Title: Term Contract for Provision of SMS Sending Services for Construction

Industry Council (CIC)

*[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 Tender Terms and Conditions Clause 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 [_____]²:

name and position of the signatory

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

Note:

* Delete as appropriate

1. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.
2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorised to sign CIC contracts on behalf of that person or as the case may be company.

General Conditions of Contract
for
Provision of SMS Sending Services
for
the Construction Industry Council

April 2025

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General Conditions of Contract for
Provision of SMS Sending Services
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.

“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 promptly and without undue delay of any potential data breach involving the entrusted personal data. The Contractor and its applicable sub-contractors shall cooperate with the Employer to investigate and 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 and/or 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 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 electronically from leakage or divulgence and ensure that no such information and/or data would be accessed or obtained or viewed or otherwise known to any 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 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 which are used to store, process, transfer such information and/or data are immune from such risks, and shall 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 any 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 any and all losses and/or damages 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 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 Services sufficiently skilled, competent, qualified, experienced personnel as are necessary for the proper and timely execution of 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 Approval for Variations and Claims

The Contractor shall obtain prior written approval from the Employer or the Employer's Representative for any order of a variation to the Project Materials under the Contract or the commitment of the Employer or the Employer's Representative to expenditure for the Project Materials under the Contract other than in respect of claims, if the value of such order or commitment is estimated to exceed

the sum specified in the Assignment Brief, or if not specified in the Assignment Brief, as advised in writing by the Employer or the Employer's Representative. If the Contractor fails to obtain such prior written approval before carrying out any variation or committing to expenditure for the Project Materials, the Contractor shall be entitled to no additional time or payment for such variation and commitment to expenditure and Employer may require the Contractor to rectify any unapproved variation at the Contractor's own costs.

27 Submission of Variations and Claims

- (A) Without prejudice to the requirements of Clause 26 the Contractor shall:
- (i) submit the details of every intended variation to the Project Materials, including the reasons for it and its estimated value, to the Employer or the Employer's Representative for information as soon as possible;
 - (ii) as soon as the value of the intended variation to the Project Materials has been determined, submit the details of the valuation to the Employer or the Employer's Representative for approval;
 - (iii) report to the Employer or the Employer's Representative all claims for additional payment made by the Contractor and refer to the principles underlying their assessment of each claim, to enable the Employer or the Employer's Representative to be duly informed in approving or not approving the variation; and
 - (iv) report to the Employer or the Employer's Representative all actual or foreseeable delays to the progress of the Project Materials and refer his assessment of granting of extension of time for completion, if any, to enable the Employer or the Employer's Representative to be duly informed in approving or not approving the variation.
- (B) The foregoing submissions, referrals and reporting to the Employer or the Employer's Representative shall be in writing.

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

Subject to the other provisions of this Agreement and to the Contractor duly and promptly delivered the Project Materials to the satisfaction of the Employer, the Employer shall pay the Contractor 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) Subject to clause 29, the Contractor shall submit the Employer an invoice and accompanied by such documents, information and explanations as the Employer may require in respect of the Project Materials. The Employer may request such further documentation as it deems necessary or desirable to verify the invoice. 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 of the invoice and supporting documentation requested by the Employer and receipt and verification of the Contractor's invoice and supporting documentation by the Employer.
- (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 Payment for Additional Services

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

- (i) explanations of adjustments made under sub-clause (B) of Clause 7;
- (ii) changes to the Assignment Brief made under sub-clause (A) of Clause 19;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 19;
and
- (iv) instructions given under Clause 25.

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

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 Notifications and Payment for Delays

- (A) The Contractor shall not be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services or extension of the date for completion if the causes of delay are the fault of the Contractor and/or not the fault of the Employer.
- (B) The Contractor shall notify the Employer or the Employer's Representative when a delay arises or when it is apparent that a delay is likely to arise within THIRTY (30) days and shall detail what in his opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur.
- (C) The Contractor shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Employer or the Employer's Representative details of the records being kept in respect thereof. The Employer or the Employer's Representative may require the Contractor to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim, but the Employer or the Employer's Representative shall not be deemed to have admitted liability in this situation unless the Employer or the Employer's Representative expressly so agree in writing. The Contractor shall permit the Employer and/or the Employer's Representative to inspect all records kept pursuant to this Clause and shall supply copies thereof at its own expense as and when the Employer or the Employer's Representative so require.
- (D) After the giving of a notice of delay to the Employer or the Employer's Representative under sub-clause (B) of this Clause, the Contractor shall, as soon as is reasonable, send to the Employer or the Employer's Representative a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer or the Employer's Representative may reasonably require, the Contractor shall send to the Employer or the Employer's Representative further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.

- (E) If the Contractor fails to comply with the provisions of sub-clause (B) of this Clause in respect of any claim, the Contractor shall not be entitled to claims for additional time and/or costs for the delay and such claims shall not be considered.
- (F) Without affecting the generality of sub-clause (E) of this Clause, if the Contractor fails to comply with the provisions of sub-clauses (C) or (D) of this Clause in respect of any claim, the Employer or the Employer's Representative may consider such claim only to the extent that the Employer or the Employer's Representative are able on the information made available.
- (G) The Contractor shall take all reasonable steps to mitigate the costs which may be incurred as a result of the delays.
- (H) Without affecting the generality of sub-clauses (A), (B) and (E) of this Clause, the Employer may extend the date for completion if the causes of delay are the fault of the Employer or persons for whom the Employer is responsible.

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 applies, 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 / 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 and/or 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 offence 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. 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 Services under the Contract, the Contractor shall, 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) Not used

(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 Services stipulated under the Assignment in the vicinity of the Services at all stages, whether or not they are engaged in the execution of the Services. The Contractor shall throughout the progress of the Services 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, including but not limited to, 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 are 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 Services 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 provision, 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 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 the residents, the public or the operation of construction sites in the vicinity of the premises where the Contractor carries out the Services. 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 Services and shall at all times work in a clean, tidy and considerate manner having proper regard to other contractors and/or consultants working in the same site. As soon as service has been completed at 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\$30 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 Not used

58 Commencement of the Services

The Contractor shall commence the Services on the date for commencement of the Services 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 Services before the notified date for commencement.

59 Time for Completion

If the Assignment Brief so specifies, the Services or any part 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 37.

60 Liquidated Damages

If the Assignment Brief so specifies, the Contractor shall be liable to pay liquidated damages for each day of delay at the daily rate specified in the Assignment Brief for failing to complete the Services by the designated date for completion specified in the Assignment Brief or such extended time as may be determined in accordance with Clause 37.

61 Completion of the Services

- (A) If the Assignment Brief so specifies, the Contractor shall complete the Services by the date for completion specified in the Assignment Brief or such extended time as may be determined in accordance with Clause 37. When the Services have been substantially completed to the satisfaction of the Employer's Representative, the Contractor may serve notice in writing to that effect to the Employer's Representative, accompanied by an undertaking to carry out any outstanding service during the Maintenance Period (if specified in the Assignment Brief), requesting the Employer's Representative to issue a certificate of completion in respect of the Services. 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 Services were substantially completed in accordance with the Contract and the Maintenance Period (as specified in the Assignment Brief) 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 services which, in the Employer's Representative's opinion, are 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 Services 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 Services and the Maintenance Period (as specified in the Assignment Brief) shall commence on the day following the date of completion stated in such certificate.

- (C) The Contractor shall carry out any outstanding service 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 Maintenance Period (as specified in the Assignment Brief).
- (D) The provisions of sub-clauses (A), (B) and (C) of this Clause shall apply equally to any part of the Services.
- (E)
 - (i) The Employer's Representative shall give a certificate of completion in respect of any part of the Services which has been completed to the satisfaction of the Employer's Representative and is required by the Employer for permanent use before the completion of the Services or any part thereof.
 - (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 Services which has been completed to the satisfaction of the Employer's Representative before the completion of the Services or any part thereof and is capable of permanent use by the Employer.
 - (iii) When a certificate of completion is given in respect of a part of the Services such part shall be considered as completed and the Maintenance Period (as specified in the Assignment Brief) for such part shall commence on the day following the date of completion stated in such certificate.

62 Not used

63 Not used

64 Not used

65 Not used

66 Not used

67 Not used

68 Not used

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 services] 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)
)
)



送貨通知

Doc No.

單據號: DOYYYYXXXXXX

To : XXX Limited
致 : XXX 有限公司

Date : MM DD,YYYY

Attn. : Mr. XXX / Ms. XXX
聯絡人 : Mr. XXX / Ms. XXX

Contract Period

合約期 (yyyy-mm-dd) : 2025/12/01 - 2028/11/30

Tel : XXXX XXXX
電話 : XXXX XXXX

Minimum Order Amount / Quantity

最低訂單金額 / 數量: 金額:N/A 數量:N/A

Fax : XXXX XXXX
傳真 : XXXX XXXX

File No. : (400) in P/AE/PUR/TDTC - Provision of SMS Sending Services for the Construction Industry Council

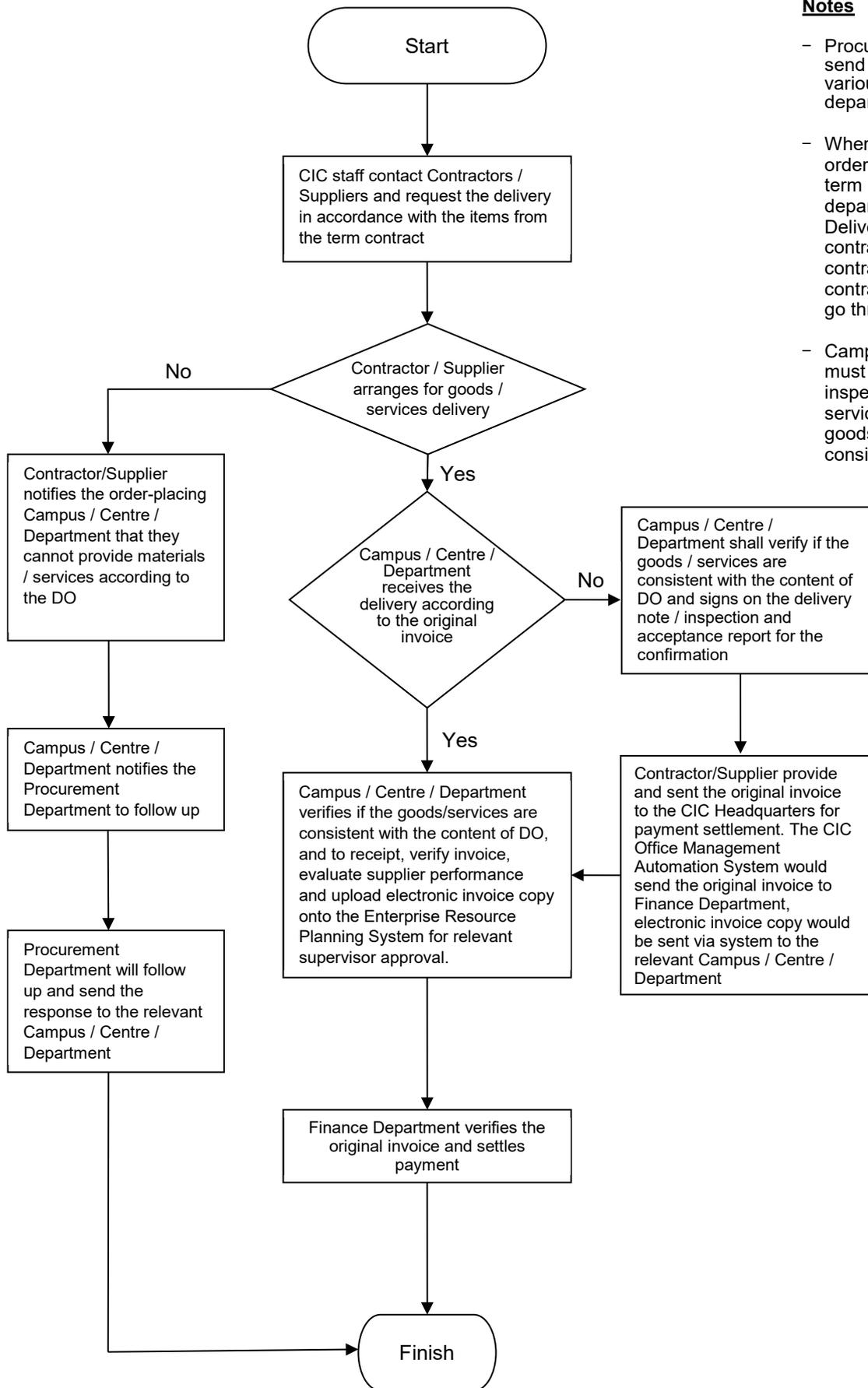
檔案編號 : (400) in P/AE/PUR/TDTC - 為建造業議會提供手機短訊發送服務

Remark 備註 : _____

Please supply the under mentioned goods / services at the below address: (請供應下述各項貨品 / 服務到下列送貨地點 :)

Item 項目	Description / Place of Delivery / Item Remark / Location / Frequency 名稱 / 送貨地址 / 項目備註 / 位置 / 頻率	Qty. 數量	UOM 單位	Unit Price 單價	Amount 金額
X-XXXX-XXX-0001	Item A 項目甲 Refer to Form Header 請參照下方 Item Remark 項目備註 :	X.XXX	次	X,XXX.XX	X,XXX.XX
X-XXXX-XXX-0002	Item B 項目乙 Refer to Form Header 請參照下方 Item Remark 項目備註 :	X.XXX	次	X,XXX.XX	X,XXX.XX
Total 合計					XX,XXX.XX

Flowchart of Term Contract



Notes

- Procurement Department shall send a copy of term contract to various campuses / centres / departments for information.
- Where it is necessary to place an order for the items stipulated in the term contract, campus / centre / department staff will dispatch Delivery Order (DO) to the contractor/supplier to the contractual prices of the term contract item is fixed, no need to go through quotation procedures.
- Campus / Centre / Department must arrange designated staff to inspect and accept the materials/ services, and to verify that the goods / services ordered are consistent with the content of DO.

- All invoice must be sent to CIC Headquarters – 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon. The Contact Person / Receiver name on the Delivery Order shall be indicated on the invoice.

Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (400) in P/AE/PUR/TDTC, Closing Date: 28 May 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 fax no: 2100 9439 no later than 12:00 noon on 28 May 2025.
- 2) Please contact Ms. Aries LI at Tel: 2100 9426 or email: ariesli@cic.hk for any enquiry.

Reply Slip for Tender Briefing Session

I/We would like to attend the tender briefing session for the Term Contract for Provision of SMS Sending Services for the Construction Industry Council on 9 May 2025 at 09:30 – 10:30 online via MS Teams.

(MS Teams Link: [Join the meeting now](#))

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGZjNWE2N2EtNWU0NS00TEwLWI4NzAtOWQwNTJIZmM5ZjFm%40thread.v2/0?context=%7b%22Tid%22%3a%22e31c39ce-01c3-4db5-8827-7b67d07325ff%22%2c%22Oid%22%3a%22d9a17c90-3d29-426d-a983-919486d0496b%22%7d)

Full Name of Attendee(s)		Post/Title	
1)		1)	
2)		2)	
3)		3)	
Company Name			
Contact Person		Post/Title	
Address			
Telephone No.		Fax No.	
Mobile Phone No.		*E-mail	

Note:

- 1) Each Contractor shall register three attendees at most.
- 2) Please return the completed reply slip to fax no: 2100 9439 or by e-mail to ariesli@cic.hk no later than 5:00 p.m. on 8 May 2025.
- 3) Please contact Ms. Aries LI at tel. no.: 2100 9426 or e-mail: ariesli@cic.hk for any enquiry.

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

電話號碼：

2100 9000

Fax No.: 2100 9439

圖文傳真號碼：

2100 9439

E-mail: vendor@cic.hk

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

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| | <input type="checkbox"/> | 7.17 | Testing & Survey - Safety Equipment (安全設備測試及檢查) |
| | <input type="checkbox"/> | 7.18 | Testing & Survey - Testing Materials / Laboratory Services (物料 / 化驗服務測試) |
| | <input type="checkbox"/> | 7.19 | Testing & Survey - Tower Crane (塔式起重機測試及調查) |
| <input type="checkbox"/> | 8 | | 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) |

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建造業議會一般供應商名單申請表

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

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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) |

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- 15.9 Insurance - Medical Insurance (醫療保險)
- 15.10 Legal Services (法律服務)
- 15.11 Market Research (市場調查)
- 15.12 Medical Services (醫療服務)
- 15.13 Quality Management Services (質量管理服務)
- 15.14 Risk Management and Data Privacy Assessment (風險管理及數據私隱評估)
- 15.15 Trade Testing (技能測試)
- 15.16 Training - Course (培訓課程)
- 15.17 Training - Management (培訓管理)
- 15.18 Training - Safety (培訓安全)

Type 2 - Construction Contractor

- 類別二 - 建築工程承辦商
 - 1 Contractors – Air-conditioning & Ventilation (空調及通風)
 - 2 Contractors – Building Information 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。