

13 February 2026

Dear Sir / Madam,

**Tender Reference No. (621) in P/AE/PUR/AGC**  
**Invitation to Tender for the Provision of Typesetting, Printing and Distribution**  
**Service for “Infrastructure-Education Newspaper” for the STEAM Education Portal**  
**for the Construction Industry Council**

You are invited to submit a tender for the Provision of Typesetting, Printing and Distribution Service for “Infrastructure-Education Newspaper” for the STEAM Education Portal for the Construction Industry Council as specified in the tender documents.

1. Your tender proposal, **in copies specified in the tender**, should be submitted in two separate sealed envelopes.
2. The tenderer shall deposit two separate sealed envelopes with labels as specified below into the tender box located at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong not later than 12:00 noon on 6 March 2026**. Late tenders will NOT be considered.
  - a) Label with "Technical Proposal for Provision of Typesetting, Printing and Distribution Service for “Infrastructure-Education Newspaper” for the STEAM Education Portal for the Construction Industry Council"
  - b) Label with "Fee Proposal for Provision of Typesetting, Printing and Distribution Service for “Infrastructure-Education Newspaper” for the STEAM Education Portal for the Construction Industry Council"

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

3. The tenderer shall provide the completed 'Application Form for Inclusion in the CIC Vendor List' as provided in the tender invitation, containing basic information of the interested tenderer (For Non-CIC Registered Vendor only).

4. In the event of Typhoon Signal No. 8 or above, or Black Rainstorm Warning is hoisted or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 a.m. – 6:18 p.m.) on the tender closing date, the closing time will be postponed to 12:00 noon of the next working day.
5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.
6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
7. The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.
8. There will be a briefing session **at 3:00 p.m. on 25 February 2026 via Microsoft Teams.** Interested tenderers shall complete and return the reply slip in **Appendix G** by fax 2100 9439 or e-mail: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) no later than **5:00 p.m. on 24 February 2026** confirming the attendance of the said tender and state clearly the number of attendees for CIC's arrangement.
9. The tender documents can be downloaded from CIC's website: [http://www.cic.hk/eng/main/aboutcic/procurement/tender\\_details/](http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/).
10. During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Assignment Brief and its Annexes (if any).
11. For queries regarding this tender invitation or/and tender process, please contact Mr. Kelvin LEE, Assistant Manager - Procurement, on telephone 2100 9425 or via e-mail: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk).

Yours sincerely,



Eric LEE  
Manager – Procurement

Encl.

### **Checklist for Submission of Tender**

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

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

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

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

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

## Construction Industry Council

### Provision of Typesetting, Printing and Distribution Service for “Infrastructure-Education Newspaper” for the STEAM Education Portal for the Construction Industry Council

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

<b>“Confidential”</b>	<b>Construction Industry Council (CIC)</b> <b>The Tender Box</b> <b>G/F, Hong Kong Institute of Construction –</b> <b>Kowloon Bay Campus, 44 Tai Yip Street,</b> <b>Kowloon Bay, Kowloon, Hong Kong</b>	<b>TENDER</b>
<b>Technical Proposal</b>		
<b><u>NO FEE PROPOSAL</u></b>	<b>Ref. No.: [(621) in P/AE/PUR/AGC]</b> <b>Provision of Typesetting, Printing and Distribution Service</b> <b>for “Infrastructure-Education Newspaper” for the STEAM</b> <b>Education Portal for the Construction Industry Council</b>	
<b>Name of Tenderer:</b> _____		
	<b>Closing Time and Date: <u>12:00 noon on 6 March 2026</u></b>	

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<b>“Confidential”</b>	<b>Construction Industry Council (CIC)</b> <b>The Tender Box</b> <b>G/F, Hong Kong Institute of Construction –</b> <b>Kowloon Bay Campus, 44 Tai Yip Street,</b> <b>Kowloon Bay, Kowloon, Hong Kong</b>	<b>TENDER</b>
<b>Fee Proposal</b>		
	<b>Ref. No.: [(621) in P/AE/PUR/AGC]</b> <b>Provision of Typesetting, Printing and Distribution Service</b> <b>for “Infrastructure-Education Newspaper” for the STEAM</b> <b>Education Portal for the Construction Industry Council</b>	
<b>Name of Tenderer:</b> _____		
	<b>Closing Time and Date: <u>12:00 noon on 6 March 2026</u></b>	

## 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 :

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

Tel. No.: 2100 9000  
Fax. No.: 2100 9439  
E-mail : 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。

請詳細填寫本申請表並交回：

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  
電話號碼： 2100 9000  
圖文傳真號碼： 2100 9439  
電子郵件： vendor@cic.hk

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

(i) Company Name :

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

公司名稱 :

(中文) 【公司名稱須與商業登記條例(第310章)內所登記的名稱相同】

(ii) Company Address :

(English)

公司地址 :

(中文)

(iii) E-mail 電子郵件 :

(iv) Website 網址 :

(v) Tel. No. 電話號碼 :

(vi) Fax. No. 圖文傳真號碼 :

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

為減少紙張用量，除非另作書面要求，所有議會通訊將以電郵傳遞。

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

(i) Company Type 公司類別 :

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

(ii) Members of organisation 公司成員 :

English Name 英文姓名

Chinese Name 中文姓名

\* Directors / Proprietors / Partners  
董事 / 東主 / 合夥人

\_\_\_\_\_

\_\_\_\_\_

\* Delete where inappropriate 將不適用者刪去

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

獲授權回答有關投標 / 合約等問題的負責人資料 :

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

(iv) Please confirm whether your organisation is a registered subcontractor under the CIC's 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

<input type="checkbox"/> Type 1 - Supplier	Trade of Services 服務行業	
類別一 - 供應商	<input type="checkbox"/> 1 Construction Materials (建築材料)	<input type="checkbox"/> 1.1 Accelerator (催乾劑)
		<input type="checkbox"/> 1.2 Acrylic Paint (亞加力漆)
		<input type="checkbox"/> 1.3 Air-conditioning & Ventilation Accessory (空調及通風配件)
		<input type="checkbox"/> 1.4 Adhesive / Sealant (膠漿 / 封邊膠)
		<input type="checkbox"/> 1.5 Aggregates (石仔)
		<input type="checkbox"/> 1.6 Air-conditioning & Ventilation (空調及通風)
		<input type="checkbox"/> 1.7 Aluminium Bar / Hollow (鋁條 / 通)
		<input type="checkbox"/> 1.8 Aluminium Foamwork Accessory (鋁模板配件)
		<input type="checkbox"/> 1.9 Aluminium Foamwork (鋁模板)
		<input type="checkbox"/> 1.10 Aluminium Pipe (鋁管)
		<input type="checkbox"/> 1.11 Aluminium Sheet (鋁板)
		<input type="checkbox"/> 1.12 Anti-ant Paint (抗蟻油漆)
		<input type="checkbox"/> 1.13 Asphalt (瀝青)
		<input type="checkbox"/> 1.14 Bamboo & Accessory (竹料及配件)
		<input type="checkbox"/> 1.15 Bar-bending & Fixing (鋼筋屈扎)
		<input type="checkbox"/> 1.16 Bronze / Copper / Brass Pipe (青銅 / 銅 / 黃銅管)
		<input type="checkbox"/> 1.17 Bearing (啤令)
		<input type="checkbox"/> 1.18 Belt (坑帶)
		<input type="checkbox"/> 1.19 Bitumen Compounds (瀝青混合物)
		<input type="checkbox"/> 1.20 Boring Drill Accessory (岩土鑽探配件)
		<input type="checkbox"/> 1.21 Bronze / Copper Bar (青銅 / 銅條)
		<input type="checkbox"/> 1.22 Bronze / Copper Sheet (青銅 / 銅板)
		<input type="checkbox"/> 1.23 Bronze / Copper Wire (青銅 / 銅線)
		<input type="checkbox"/> 1.24 Brushing Lacquer (手掃漆)
		<input type="checkbox"/> 1.25 Bucket (桶 / 泥斗)
		<input type="checkbox"/> 1.26 Cable Accessory & Trunking (電線配件及線槽)
		<input type="checkbox"/> 1.27 Cable (電線)
		<input type="checkbox"/> 1.28 Canvas Goods (帆布及布帳製品)
		<input type="checkbox"/> 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

#### 2 Tools (手工具)

- 1.126 Wire Rope (鋼纜)
- 1.127 Wood Stripe (木線)
- 2.1 Brush & Accessory (刷及配件)
- 2.2 Chisel (鑿)
- 2.3 Crowbar (鐵筆)
- 2.4 Drawing Instrument (繪圖工具)
- 2.5 Electric Drill / Hammer Drill & Accessory (電鑽及配件)
- 2.6 Edge Rule (壓尺)
- 2.7 File (鉸)
- 2.8 Hammer (鎚仔)
- 2.9 Masonry Tools (泥水工具)
- 2.10 Meter / Tester (測試儀錶)
- 2.11 Portable Electrical Tools & Accessory (手提式電動工具及配件)
- 2.12 Pipe Bender & Expander (喉管屈曲器及掙大器)
- 2.13 Pick (泥耙)
- 2.14 Pipe Cutter (喉管剪鉗)
- 2.15 Pipe Dies and Head (牙模及扳頭)
- 2.16 Plane (刨)
- 2.17 Plier / Pincer / Nipper (鉗子)
- 2.18 Saw (鋸)
- 2.19 Screwdriver (螺絲批)
- 2.20 Spanner / Wrench (扳手)
- 2.21 Scraper / Shovel / Pottery Tool (刮 / 鐵 / 泥刮)
- 2.22 Steel Snip/ Cutter (剪鉗)
- 2.23 Surveying Level (測量平水儀)
- 2.24 Surveying Scale (測量磅)
- 2.25 Trowel (抹子 / 批匙)
- 2.26 Vise (虎鉗 / 夾)
- 2.27 Welding Tools (焊接工具)

#### 3 Industrial Safety & Protective Products (安全及防護產品)

- 3.1 Anti-Surge Protection (防電保護)
- 3.2 Confined Space Equipment (密閉空間設備)
- 3.3 Eye Protection (眼部保護)
- 3.4 Fall Protection (高空防墮保護)
- 3.5 First Aid Supplies (急救用品)
- 3.6 Fire Extinguisher & Equipment (滅火筒及設備)
- 3.7 Foot Protection (腳部保護)
- 3.8 Gas & Radiation Detector (氣體及輻射探測器)
- 3.9 Hand Protection (手部保護)
- 3.10 Hearing Protection (聽覺保護)
- 3.11 Head Protection (頭部保護)
- 3.12 Noise Assessment Tools (噪音評估工具)
- 3.13 Respiratory Protection (呼吸保護)
- 3.14 Road Safety Equipment & Reflective Vest (交通安全用品及反光衣)
- 3.15 Safety Net & Tool Box (安全網及工具箱)
- 3.16 Safety Sign / Label (安全標貼/告示牌)
- 3.17 Self-Contained Breathing Apparatus & Air Compressor (自供式呼吸器及空氣壓縮機)
- 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 Dector (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 Thickness 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 (非破壞性測試設備維修保養)
<input type="checkbox"/> 6.22	Repair & Maintenance – Office Equipment (辦公室設備維修保養)
<input type="checkbox"/> 6.23	Repair & Maintenance – Photocopier Machine (影印機維修保養)
<input type="checkbox"/> 6.24	Repair & Maintenance – Plumbing & Drainage (水務工程維修保養)
<input type="checkbox"/> 6.25	Repair & Maintenance – Power Supply Facilities (電力裝置設備維修保養)
<input type="checkbox"/> 6.26	Repair & Maintenance – Power Tools (電動工具維修保養)
<input type="checkbox"/> 6.27	Repair & Maintenance – Private Car (私家車維修保養)
<input type="checkbox"/> 6.28	Repair & Maintenance – Safety Equipment (安全設備維修保養)
<input type="checkbox"/> 6.29	Repair & Maintenance – Security Facilitate (警衛設備維修保養)
<input type="checkbox"/> 6.30	Repair & Maintenance – Sports Equipment (體育設備維修保養)
<input type="checkbox"/> 6.31	Repair & Maintenance – Survey Equipment (測量設備維修保養)
<input type="checkbox"/> 6.32	Repair & Maintenance – Tower Crane (塔式起重機維修保養)
<input type="checkbox"/> 6.33	Repair & Maintenance – Water Pump (水泵維修保養)
<input type="checkbox"/> 6.34	Repair & Maintenance – Walkie Talkie (對講機維修保養)
<input type="checkbox"/> 6.35	Repair & Maintenance – Welding Tools & Equipment (焊接工具設備維修保養)
<input type="checkbox"/> 6.36	Repair & Maintenance – Windows (窗戶維修保養)
<input type="checkbox"/> 7	Testing & Survey (測試及檢驗)
<input type="checkbox"/> 7.1	Testing & Survey - Air Quality (室內空氣質素測試)
<input type="checkbox"/> 7.2	Testing & Survey - Acoustic Test / Noise Assessment (噪音評估測試)
<input type="checkbox"/> 7.3	Testing & Survey - Car & Lorry (車輛續牌驗查)
<input type="checkbox"/> 7.4	Testing & Survey - Compressor & Blower (空氣壓縮機測試)
<input type="checkbox"/> 7.5	Testing & Survey - Drinking Water (飲用水測試)
<input type="checkbox"/> 7.6	Testing & Survey - Fire Service Installation & Equipment (消防裝置及設備檢測)
<input type="checkbox"/> 7.7	Testing & Survey - Gas Cylinder & Tester (氣樽及試錶測試)
<input type="checkbox"/> 7.8	Testing & Survey - Gondola System (吊船系統測試及檢查)
<input type="checkbox"/> 7.9	Testing & Survey - Illumination Quality (照明質量測試)
<input type="checkbox"/> 7.10	Testing & Survey - Inspection, Testing & Certification for Fixed Electrical Installations (固定電力裝置定期測試及檢查)
<input type="checkbox"/> 7.11	Testing & Survey - Jack & Lifting (千斤頂安全測試)
<input type="checkbox"/> 7.12	Testing & Survey - Lift & Escalator (升降機安全負荷測試)
<input type="checkbox"/> 7.13	Testing & Survey - Loader & Crane (裝載及起重機械安全負荷測試)
<input type="checkbox"/> 7.14	Testing & Survey - Measurement Tool (儀器精確度測試及調較)
<input type="checkbox"/> 7.15	Testing & Survey - Non-Destructive (非破壞性檢測)
<input type="checkbox"/> 7.16	Testing & Survey - Power Supply Facilities (電力裝置設備測試及檢查)

## 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"/> 8 Environmental Engineering & Waste Disposal (環保工程及廢物處理)	<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"/> 9 Office Furniture & Equipment (辦公室傢俱及設備)	<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"/> 10 Printing & Photocopying Services (印刷及複印服務)	<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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<input type="checkbox"/> 11 Information Technology and Computers (資訊科技及電腦)	<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 / 製作背幕) <input type="checkbox"/> 10.11 Printing of P.V.C. Card (印製證明卡)  <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"/> 15 Professional Services (專業服務)	<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)

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### 建造業議會一般供應商名單申請表

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

#### Type 2 - Construction Contractor

類別二 - 建築工程承辦商

- 1 Contractors – Air-conditioning & Ventilation (空調及通風)
- 2 Contractors – Building Information Modelling (建築訊息模型)
- 3 Contractors – Carpark System (停車場系統)
- 4 Contractors – Curtain / Blind / Carpet Tile/ Floor Finishes (窗簾/簾/方塊地毯/ 地板)
- 5 Contractors – Design & Construction (設計及施工工程)
- 6 Contractors – Demolishment Work (拆除工程)
- 7 Contractors – Electrical (電工工程)
- 8 Contractors – External Wall (外牆工程)
- 9 Contractors – Facility Security (設備保安)
- 10 Contractors – Civil, Foundation & Geotechnical (土木, 地基及土力工程)
- 11 Contractors – Fire Service Facilities & Equipment (消防設施及設備工程)
- 12 Contractors – Gas & Oil (煤油及石油氣工程)
- 13 Contractors – Glass (玻璃工程)
- 14 Contractors – Grass Cutting (剪草)
- 15 Contractors – Kitchen Equipment & Facilities (廚房設備及設施工程)
- 16 Contractors – Lift & Escalator (電梯及扶手電梯)
- 17 Contractors – Platform (平台)
- 18 Contractors – Plumbing & Drainage (水務工程)
- 19 Contractors – Playground Equipment (遊樂場設備)
- 20 Contractors – Scaffolding Work (建築棚架工程)
- 21 Contractors – Steel Door Work (鋼門工程)
- 22 Contractors – Structure Repair (結構修復工程)
- 23 Contractors – Steel Structural Work (鋼鐵結構工程)
- 24 Contractors – Waterproof (防水工程)
- 25 Contractors – Windows (窗戶工程)
- 26 Contractors – Wooden Door Work (木門工程)
- 27 Contractors – Workshop Equipment & Facilities (測試場設備及設施工程)

#### Type 3 - Others

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

類別三 - 其他

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 attach 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之一切資料，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 enclose the following items (請夾附以下文件):

**Type 1 - Supplier (類別一 - 供應商)**

- Completed application form for inclusion in the CIC General Vendor List (Form PRO-01)  
已填妥建造業議會一般供應商登記申請書
- Copy of valid Business Registration Certificate  
有效的商業登記證文件副本
- Relevant product / service catalogue(s)  
有關產品 / 服務目錄

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

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

Note : Please put a “✓” in the box under each column to indicate that the document has been enclosed.

注意事項 : 請在欄內方格加上「✓」號以示已附上該文件。

Tender Documents  
for  
Provision of Typesetting, Printing and Distribution  
Service for “Infrastructure-Education Newspaper”  
for  
the STEAM Education Portal  
for  
the Construction Industry Council

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

February 2026

**Provision of Typesetting, Printing and Distribution Service of**  
**“Infrastructure-Education Newspaper”**  
**for the STEAM Education Portal**  
**for**  
**the Construction Industry Council**

**List of Tender Documents**

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5. General Conditions of Contract	CC-1 to CC-46

Conditions of Tender  
for  
Provision of Typesetting, Printing and Distribution  
Service for “Infrastructure-Education Newspaper”  
for  
the STEAM Education Portal  
for the  
Construction Industry Council

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## 1 Notes to Tenderers

- 1.1 All tenderers shall read the instructions contained in this Conditions of Tender carefully prior to preparing their tender submissions. Any tender submission, which does not follow these instructions is deemed to be incomplete and may be disqualified.
- 1.2 The tender documents consist of:
  - a) Conditions of Tender;
  - b) Appendices to Conditions of Tender;
  - c) Assignment Brief and its Annexes;
  - d) Memorandum of Agreement;
  - e) General Conditions of Contract;

## 2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the “CIC”) to submit proposal and bid for Provision of Typesetting, Printing and Distribution Service of “Infrastructure-Education Newspaper” for the STEAM Education Portal. Further details are given in the **Assignment Brief and its Annexes**.
- 2.2 The tender shall be submitted in accordance with the **Conditions of Tender**.
- 2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and CIC will form part of the contract.

## 3 Tenderers’ Response to CIC Enquiries

- 3.1 In the event that the CIC determines that clarification of any tender is necessary, it will advise the tenderer to supplement its tender. Unless otherwise specified in the request for clarification, the tenderer shall thereafter have THREE (3) working days to submit such requested information. Any clarification made shall be at the tenderer’s own cost and expense.

## 4 Completion of Tender

- 4.1 The tenderer is required to submit all information specified in **Appendix A** of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in **Appendix B** of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may not be considered.
- 4.2 If CIC’s participation is required, the tenderer should clearly state the details and the expected resources, skills, level of participation, responsibilities, and duration.
- 4.3 The tenderer shall state in his proposals the implementation plan of delivering the deliverables as described in the **Assignment Brief and its Annexes**.
- 4.4 The tenderer must submit his offer in Hong Kong Dollars. **OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.**
  - a) The tenderer is required to submit the completed **Form of Tender as per Appendix C** of the Conditions of Tender.
  - b) In addition, the tenderer is required to submit **the Fee Proposal** using the prescribed form provided in **Appendix D** of the Conditions of Tender. There shall be no adjustment for any price fluctuations; and
  - c) The tenderer should ensure that the fee quoted is sufficient before submitting the tender. Under no circumstances will the CIC accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.
- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender, and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as “technical proposal”) in one envelope and the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as “fee proposal”) in a separate envelope. Failure to do so will render the tender void.
- 4.6 The tenderer shall submit **ONE (1)** hard copy and corresponding files in electronic form (e.g. in MS Word / MS Excel / PDF format) stored in an electronic medium (eg: USB / CD-ROM / DVD-ROM) of the technical proposal in a sealed envelope marked “Technical Proposal” and **ONE (1)** hard copy of the fee proposal in a separate sealed envelope marked “Fee Proposal” clearly indicating the tenderer’s name and tender title. In the event of discrepancies between original and electronic versions of the Tender Submission, the former shall prevail.

- 4.7 Tender should be submitted to the Tender Box of CIC at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong by 12:00 noon on 6 March 2026**. Late submission will NOT be considered. Failure to do so shall render the tender void.
- 4.8 In the event that a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 am – 6:18 pm) on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
- 4.10 The CIC may reject a tender which in CIC’s opinion is unreasonably low in terms of price and may therefore affect the tenderer’s capability in carrying out and complete the services and delivering the deliverables in accordance with the Assignment Brief and its Annexes.
- 4.11 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.
- 4.12 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.
- 4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender.
- 4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.
- 4.15 Tenderer should ascertain the prices quoted are sufficient before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.
- 4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.
- 4.18 The CIC will not consider prices missing in Unit Rate, Total Value and Total Amount. The Unit Rate will be used should the Total Value and / or Total Amount have any discrepancy with the Unit Rate. No adjustment will be made for fluctuations in salaries, material prices and exchange rates of currencies, freight charges, insurance premium or for any other reason whatsoever.

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

he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process.

(c) Any breach of or non-compliance with this sub-clause by the tenderer shall, without affecting the tenderer's liability for such breach or non-compliance, invalidate his tender.

(2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with:

- (a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;
- (b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
- (c) his bankers in relation to financial resources for the Contract

(3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. The signatory to the letter shall be a person authorized to sign CIC contracts on the tenderer's behalf.

(4) The tenderer shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.

4.29 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of CIC. Any breach of the clause by the tenderer shall, without affecting the tenderer's liability for such breach, invalidate his tender.

4.30 The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.

## 5 Tender Briefing Session

5.1 Tenderer is invited to attend a tender briefing session at the time and place as stated in the tender invitation.

5.2 Interested tenderers should complete and return the reply slip in Appendix G by

fax or e-mail to the Procurement Officer at least ONE (1) working days before the stated time confirming the attendance of the said briefing session and site visit and state clearly the number of attendees for the CIC’s arrangement.

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

## 6 Tender Interview

6.1 During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Assignment Brief and its Annexes (if any).

6.2 The presentation shall be set up with the tenderer's own resources and expense. The CIC shall not bear any costs associated with the presentation.

6.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in the Assignment Brief and its Annexes (if any) and an outline programme for completing the assignment. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management.

6.4 In view that tender interview forms part of the technical assessment, tenderers should NOT disclose any fee related information during the interview including PowerPoint presentation and handouts. Failure to do so may result in disqualification of tender.

6.5 Each interview presentation should be no longer than 25 minutes, including a 15-minute questions and answers session.

## 7 Tender Evaluation

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

## 8 Tenderer's Commitment

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

## 9 Amendments

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

## 10 Award of Contract

- 10.1 The successful tenderer will receive a letter of acceptance as an official notification of acceptance. Unless and until a formal contract agreement is prepared and executed, this letter of acceptance together with the tender submission shall constitute a binding contract between the successful tenderer and the CIC. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.
- 10.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.
- 10.3 In order to ensure the fairness of the tender process, all answers to tender queries / tender clarifications and tender addendums will be uploaded to CIC's website. All tenderers have to take note of this arrangement. Any claim for extension of time or additional payment due to ignorance of this clause shall not be entertained by the CIC.

## **11 Rights to Exercise**

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

## **12 Submitted Documents**

12.1 All submitted documents will not be returned.

## **13 Enquiries**

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

Mr. Kelvin LEE  
Assistant Manager - Procurement  
Construction Industry Council  
38/F, COS Centre,  
56 Tsun Yip Street, Kwun Tong,  
Kowloon, Hong Kong

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

## APPENDIX A – Details for Technical Submission

**To be included  
in  
Technical Proposal**

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

### 1. Tenderer’s Track Record & Project Reference

- 1.1 The tenderer is required to provide company’s profile, background and expertise; The tenderer MUST be a licensed newspaper distributor and a local newspaper registered under the Registration of Local Newspapers Ordinance (Cap. 268) (RLNO), legally authorized to print or produce publications for free distribution.
- 1.2 The tenderer is required to provide a full list of project references undertaken in the past 3 years (as of the tender closing date) for projects similar to this Assignment (experience in printing and distributing/ delivering education newspaper) (experience in working with schools and Government and public organisations), giving the details by adhering to the submission format as specified in Section 1.3 below.
- 1.3 The tenderer shall submit a list of relevant project references in the following format with support of copies of job references or recommendation letters from previous clients.

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

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

## 2. Tenderer's Staff Resources

### 2.1 Organization and Qualification of Proposed Project Team

2.1.1 The tenderer shall submit:

(a) An **Organization chart** indicating the proposed project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Assignment Brief and its Annexes, in particular the Project Manager, Typesetter, Layout Designer and Print Production Specialist as stated in Section 8 of the Assignment Brief.

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

2.1.3 The project team proposed in the tender submission shall form part of the Agreement. The tenderer shall provide the details included but not limited to the following information of proposed project team members in the tender submission:

- a) Name
- b) Post / Title in this Project
- c) Core Team or Supporting Team Members (Yes/No)
- d) Language (Chinese/English/Both)
- e) Qualifications
- f) Duties and Responsibilities in the Assignment
  - i. A statement showing detailed Responsibilities and Degree of Involvement of project team members.
- g) Years of Relevant Experience
- h) Relevant experience in projects of similar nature mentioned in the Assignment Brief

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

	<b>Proposed Roles / Title / Post in this project</b>		
<b>Name of Proposed Team Member</b>		<b>Core Team or Supporting Team</b>	
<b>Language</b>		<b>Degree holder</b>	
<b>List of relevant certificates and/or qualifications</b>			
<b>Duties and responsibilities in the assignment</b>			
<b>Years of services in your company</b>		<b>Years of relevant experiences</b>	
<b>Relevant experience in projects of similar nature</b>			

### 3. Project Approach and Requirements

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

(i) **Tender Programme** shall be provided (in the form of a linked bar chart preferred) identifying the critical path and included but not limited to the following activities:

(a) Provide services for the production of the “Infrastructure-Education Newspaper (基建教育報)” in hardcopy format. The print edition will consist of 4 pages, totaling 16 issues (one issue per month, plus one special issue each quarter). The scope of work includes:

- Content typesetting
- Professional printing of each issue
- Distribution of printed newspapers to 1,000 primary and secondary schools across Hong Kong (about 1,000 nos.)

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

(a) Methodology in printing and delivering the newspaper within tight deadline

- Quality of newspaper (standards in terms of print quality, durability, consistency, and visual presentation)
- Scale of the printing factory (sufficient production capacity, technology, and facilities to handle the required printing volume within limited timeframes)
- Scale of delivering team (robustness, size, and organisation of the delivery team)

3.2 The tenderer shall refer to the other requirements laid down in the Assignment Brief and its Annexes (if any) of the tender document.

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

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

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

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

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

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

To: Construction Industry Council (CIC)  
Date:

**To be included  
in  
Technical Proposal**

Dear Sir/Madam,

Tender Ref: \_\_\_\_\_ (621) in P/AE/PUR/AGC

Tender Title: Provision of Typesetting, Printing and  
Distribution Service of “Infrastructure-Education Newspaper” for  
the STEAM Education Portal

\*[I/We], [( ] of

name of the tenderer

( )] <sup>1</sup>,  
address of the tenderer

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

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

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

- (i) \*[I/We], other than the Expected Communications referred to in the last paragraph of this letter, have not communicated and will not communicate to any person other than the CIC the amount of the tender price or any part thereof until \*[I/We] have been notified by the CIC of the outcome of the tender exercise;
- (ii) \*[I/We] have not fixed and will not fix the amount of the tender price or any part thereof by arrangement with any person;
- (iii) \*[I/We] have not made and will not make any arrangement with any person as to whether \*[I/We] or that other person will or will not submit a tender; and

(iv) \*[I/We] have not otherwise colluded and will not otherwise collude with any person in any manner whatsoever in the tendering process.

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

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

(i) \*[my/our] own insurers or brokers to obtain an insurance quotation for computation of tender price;

(ii) \*[my/our] consultants or sub-contractors to solicit their assistance in preparation of tender submission; and

(iii) \*[my/our] bankers in relation to financial resources for the Contract.

Signed for and on behalf of [

name of the tenderer

by [

name and position of the signatory

]

]<sup>2</sup>:

---

Name of Witness: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_

Note:

\* Delete as appropriate

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

## APPENDIX C – Form of Tender

**To be included  
in  
Fee Proposal**

FORM OF TENDER  
FOR  
TYPESETTING, PRINTING AND DISTRIBUTION OF  
“INFRASTRUCTURE-EDUCATION NEWSPAPER” FOR THE STEAM  
EDUCATION PORTAL  
FOR  
THE CONSTRUCTION INDUSTRY COUNCIL

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

Dear Sirs,

- Having examined the Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes (if any), Memorandum of Agreement, General Conditions of Contract, thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes (if any), Memorandum of Agreement, General Conditions of Contract, and the tender proposals submitted herewith within TWELVE (12) months including Sundays and Public Holidays from the date of project commencement and for the sum of Hong Kong Dollars.....  
.....(HK\$.....)  
(not being subject to fluctuations in labour and material costs) or such sums as may be ascertained in accordance with the Conditions of Contract.
- We agree to abide by this tender and not to withdraw it for a period of 120 days from the date fixed for receiving it and including that date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof subject to the provisions of Clause 2 hereof shall constitute a binding Contract between us.

4. We understand that you are not bound to accept the lowest or any tender you may receive.

Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of \* \_\_\_\_\_

Registered Address of the Firm

\_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Address

\_\_\_\_\_

Occupation

\_\_\_\_\_

Date \_\_\_\_\_

Business Registration Certification No. \_\_\_\_\_

Name of Partner(s)

Residential Address of Partner(s)

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

## APPENDIX D – Fee Proposal

To be included  
in  
Fee Proposal

FEE PROPOSAL  
FOR THE  
PROVISION OF TYPESETTING, PRINTING AND DISTRIBUTION SERVICE  
FOR "INFRASTRUCTURE-EDUCATION NEWSPAPER" FOR THE STEAM  
EDUCATION PORTAL  
FOR THE  
CONSTRUCTION INDUSTRY COUNCIL

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The Contractor shall be paid a Lump Sum fee of HK\$ \_\_\_\_\_ for the provision of all services and all expenses incurred in connection with the carrying out and satisfactory completion of the Assignment as detailed in the Assignment Brief and its Annexes (if any).

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

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

to tally with the item total.

(5) The tenderer is required to enter quantities, rate and the total against all items in the Schedule of Rates. The submitted quantities are at the sole risks of the tenderer. The tenderer shall be deemed to have allowed for all other miscellaneous works which are not mentioned in the Specification nor or on the Drawings but which are indispensably necessary for the satisfactory completion of the Works.

(6) Dimensions provided in the Schedule of Rates shall be for reference only.

(7) The tenderer's rates for the items contained in the Schedule of Rates shall be deemed to include cost of all incidentals of labour, material, plant (working or idle), supervision, general attendance, profit and all other things and matters necessary for the carrying out of the Works and all provisions of the Conditions of Contract and Specification and for the timely and satisfactory completion of the entire Works contained in the Contract.

(8) If so required by the CIC and/or its representative, the Main Contractor shall submit further breakdown of the Schedule of Rates showing the build-up of any 'lump sums' included in the Schedule of Rates.

**Schedule of Rates**

Table 1 - Detailed breakdown of tender price

<b>Item</b>	<b>Relevant Item(s) in Assignment Brief and its Annexes (if any)</b>	<b>Description of Deliverables</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate (HK\$)</b>	<b>Amount (HK\$)</b>
1	Assignment Brief Session 4.1-4.4	Typesetting, Printing and Distribution Service for the monthly issue of “Infrastructure-Education Newspaper” from Mar 2026 to Feb 2027, total 12 issues; 30,000 copies per issue	issue	12		
2	Assignment Brief Session 4.1-4.4	Typesetting, Printing and Distribution Service for the quarterly issue of “Infrastructure-Education Newspaper” from Mar 2026 to Feb 2027, total 4 issues; 30,000 copies per issue	issue	4		
<b>Total (Mandatory Items):</b>						

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

Fee Proposal for Optional Deliverables

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

Table 2 - Detailed breakdown of tender price

Item	Relevant Item(s) in Assignment Brief and its Annexes (if any)	Description of Optional Deliverables	Qty	Unit	Unit Rate (HK\$)
1	Assignment Brief Session 4.2	Printing Cost of 10,000 Additional copies	10,000	copy	
2	Assignment Brief Session 4.2	Printing Cost of 30,000 Additional copies	30,000	copy	
3	Assignment Brief Session 4.2	Printing Cost of 50,000 Additional copies	50,000	copy	
4	Assignment Brief Session 4.2	Printing Cost of 100,000 Additional copies	100,000	copy	
5	Assignment Brief Session 4.3	Distribution Services for 10 additional schools	10	school	
6	Assignment Brief Session 4.3	Distribution Services for 50 additional schools	50	school	
7	Assignment Brief Session 4.3	Distribution Services for 100 additional schools	100	school	

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

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

**Core Items**

<b>Deliverable No.</b>	<b>Deliverable Description</b>	<b>Completion Date</b>	<b>Payment Schedule (%)</b>
1	Upon satisfactory completion of the Services/deliverables of each monthly issue and quarterly issue accepted by the CIC	30 <sup>th</sup> of each month (from Mar 2026 to Feb 2027)	100% (quarterly settlement ; the actual no. of monthly issues published in the quarter)
			<b>Total</b> <b>100%</b>

**Optional Items**

<b>Deliverable No.</b>	<b>Deliverable Description</b>	<b>Payment Schedule (%)</b>
1	On actual basis per invoices	100% (quarterly settlement; the actual no. of optional services delivered in the quarter)
		<b>Total</b> <b>100%</b>

Date for Commencement	The date as stated on the Project Commencement Letter.  Project Commencement Letter – A written notification by the Employer regards to the commencement of Works.
Date for Completion	TWELVE [12] months from the Date of Commencement

Name of Company : \_\_\_\_\_

Signature of Person Authorized  
to Sign for the Proposal\* : \_\_\_\_\_  
(with company chop)

Address \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Email: \_\_\_\_\_ Date: \_\_\_\_\_

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

## APPENDIX E – Tender Evaluation Procedures and Criteria

### 1. INTRODUCTION

- 1.1 A two-envelope approach is adopted for tender submission, i.e. Tenderer should submit the technical proposal including all information specified in **Appendix A of the Conditions of Tender** and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender in one envelope and the fee proposal comprising the completed Form of Tender using the prescribed form provided in **Appendix C of the Conditions of Tender** and the Fee Proposal using the prescribed form provided in **Appendix D of the Conditions of Tender** in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.
- 1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.
- 1.3 The pre-determined weights for technical and fee assessments are 70% and 30% respectively.
- 1.4 If the technical assessment mark in Table 1 below is less than 50% of the maximum marks, the tender proposal will be rejected and will NOT be further assessed and its fee proposal envelope will NOT be opened.
- 1.5 The rejected tender proposal will NOT be included in the weighted technical assessment score formula in Clause 2.2 and the weighted fee assessment score formula in Clause 3.2 below. The CIC reserves its right to cancel this tender exercise and re-tender thereof without further notice to the tenderer.
- 1.6 An assessment panel will be established for tender evaluation. The proposal received will be evaluated in accordance with the requirements in this Appendix.

### 2. TECHNICAL EVALUATION

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

Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Assessment will be based on the following criteria:-		
1. Tenderer’s Company Profile and Resource Allocation (20%)  <ul style="list-style-type: none"> <li>- Tenderer’s company profile, background and expertise</li> <li>- An organisation chart indicating the proposed project team structure for this project</li> <li>- Details for resource planning at different stages of the Services</li> </ul>	<b>20%</b>	
2. Tenderer’s Job Reference and Track Record in the past 3 years (20%)  <ul style="list-style-type: none"> <li>- Relevant experience in printing and distributing/ delivering education newspaper</li> <li>- Relevant experience in working with schools and Government and public organisations such as CIC</li> <li>- Connections and experiences in working with schools</li> </ul>	<b>20%</b>	
3. Ability in printing and delivering the newspaper within tight deadline (50%)  <ul style="list-style-type: none"> <li>- Quality of newspaper</li> <li>- Scale of the printing factory</li> <li>- Scale of delivering team</li> </ul>	<b>50%</b>	
4. Tenderer’s Performance in CIC’s Past Projects (10%)		<b>10%</b>
<b>Total:</b>		<b>100%</b>

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

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

### **3. FEE EVALUATION**

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

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

### **4. CALCULATION OF COMBINED SCORES**

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

## APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (621) in P/AE/PUR/AGC,  
Closing Date: 6 March 2026), 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  

---

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---
- Invitation document contains insufficient details.  
Suggested supplementary details: \_\_\_\_\_  

---

---

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- Work scope too broad. Would you consider bidding if the work scope is reduced?
  - Yes
  - NoOr which part(s) of the work scope shall be reduced to facilitate your consideration in bidding (please specify)?  

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---

---
- Work scope too narrow. Would you consider bidding if the work scope is broadened?
  - Yes
  - NoOr what supplementary details shall be added to facilitate your consideration in bidding (please specify)?  

---

---

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- Not interested in this type of service.
- Working at full capacity at the moment.

- Work scope beyond firm's / organisation's expectation.
- Cannot meet project time schedule. Suggested timeframe for the project:  
\_\_\_\_\_ months
- Requirements / Specifications too restrictive.
- Others (please specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Full Name of Contact Person: \_\_\_\_\_

Position: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

Note:

- 1) Please return the completed reply slip to E-mail: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) or fax no: 2100 9439 no later than 12:00 p.m. on 6 March 2026.
- 2) Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-mail: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) for any enquiry.

## APPENDIX G – Reply Slip for Tender Briefing

I/We would like to attend the tender briefing for the Provision of Typesetting, Printing and Distribution Service for “Infrastructure-Education Newspaper” for the STEAM Education Portal at **3:00 p.m. on 25 February 2026 via Microsoft Teams.**

<https://teams.microsoft.com/meet/47561187702056?p=zq7dGLxuG927r09FKw>

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

Note:

1. Each Tenderer shall register three attendees at most.
2. Please return the completed reply slip to E-mail: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) or fax no: 2100 9439 no later than 5:00 p.m. on 24 February 2026.
3. Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-Mail: [kelvinlee@cic.hk](mailto:kelvinlee@cic.hk) for any enquiry.

## **Assignment Brief**

**for**

**Provision of Typesetting, Printing and Distribution Service for  
“Infrastructure-Education Newspaper”**

**for**

**the STEAM Education Portal**

**for the**

**Construction Industry Council**

February 2026

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**Assignment Brief**

**Provision of Typesetting, Printing and Distribution Service for “Infrastructure-Education Newspaper” for the STEAM Education Portal for the Construction Industry Council**

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## 1. Background

- 1.1 The Construction Industry Council ("CIC") was formed in February 2007. The main functions of the CIC are to forge consensus on long-term strategic issues, to convey the industry's needs and aspirations to the HKSAR Government, as well as to provide a communication channel for HKSAR Government to solicit advices on all construction-related matters. More details about the CIC are available on its website: <https://www.cic.hk/>.
- 1.2 The CIC, with the funding support of the Development Bureau (DEVB) of the HKSAR Government and in partnership with other relevant Government bureaux and departments including the Education Bureau (EDB), professional institutes, industry associations, universities, trade unions and other training institutes of the construction industry, is implementing a joint industry promotion campaign “看「建」未來「築」及生活 (Design for the Future Build for Life)” (the Campaign) to reach out to the community, with a view to (1) enhancing public understanding of the professionalism, contribution and prospect of the industry and (2) attracting new blood (including workers, technicians and professionals) to join the industry. The target groups of the Campaign include industry stakeholders, construction professionals, construction workers, young people and their parents, teachers and schools, job changers and the general public. More information about the Campaign is available on the Campaign website: <https://www.constructionhk.org/tc/>.
- 1.3 The “STEAM Education Portal” under the Campaign, renamed "STEAM Up 想建理", is designed to align with recent Policy Address initiatives promoting STEAM (Science, Technology, Engineering, Art, Mathematics) education. In this regard, the DEVB, in collaboration with the EDB, the CIC, the Works Departments, universities, industry organisations, and professional associations, undertaken by Conservation and Development of Chinese Culture Charity Foundation (the Project Team), is developing a set of STEAM teaching and learning materials dedicated to the construction industry. These materials cover various aspects such as architecture, surveying, planning, landscaping, engineering, and related innovation and technology. Additionally, online and offline education platforms and activities are being created for use in schools. The project aims to introduce the professionalism and development of the construction industry to the public, thus attracting more newcomers to the field. The project exemplifies innovative cross-sector collaboration between the construction industry and academia. Funded by the DEVB, it is coordinated by the CIC with facilitation from within the industry, and extensive support from the EDB and educational institutions. Over the 30-month project period, materials for nine themes will be developed, including teacher resources, student learning content, games, storybooks, and other activities (e.g., exhibitions and visits), along with a physical STEAM learning resource centre (STEAM HUB).
- 1.4 To enhance student engagement and effectively promote the first set of STEAM learning and teaching materials, an 8-page Infrastructure-Education Newspaper (基建教育報) was published during the Learning & Teaching Expo 2025. The initiative successfully involved STEAM partner schools, where primary and secondary students acted as reporters after

teaching trial sessions, applying their learning and conducting interviews under the project team's guidance. Given the positive feedback from schools on the newspaper distributed at the Expo, it is proposed to continue producing and distributing it regularly for one year to all 1,000 primary and secondary schools in Hong Kong.

## **2. Objectives**

The CIC aims to appoint a contractor (the "Contractor") to provide comprehensive typesetting, printing, and distribution services for the "Infrastructure-Education Newspaper", based on the content, illustrations, and design layouts provided by the Project Team. The objectives of the Services are:

- (a) To showcase Hong Kong's infrastructure achievements and promote awareness of its contribution to society;
- (b) To highlight the professionalism, innovation, and excellence of the construction industry;
- (c) To inspire students' interest in the field and encourage them to consider future careers within the industry;
- (d) To provide end-to-end delivery of the "Infrastructure-Education Newspaper", including accurate typesetting, high-quality printing, and timely distribution to all 1,000 primary and secondary schools in Hong Kong;

## **3. Requirement of the Contractor**

### **3.1 Licensing Requirement**

Under the Registration of Local Newspapers Ordinance (Cap. 268) (RLNO), publications containing news, information, and commentaries that are published at intervals not exceeding six (6) months must be registered, except for certain exempted publications. Therefore, the Contractor must be a licensed newspaper distributor and a local newspaper registered under the RLNO, legally authorized to print or produce publications for free distribution. This requirement applies to the "Infrastructure-Education Newspaper," which will consist of twelve (12) monthly issues and four (4) special quarterly issues, totaling sixteen (16) issues during the contract period.

### **3.2 Experience and Capability Requirements**

The Contractor shall meet the following criteria to ensure successful delivery of the Services:

- (i) Must be a well-established newspaper publishing company with proven experience in producing educational newspapers or similar publications;
- (ii) Demonstrate proven experience in arranging and coordinating large-scale delivery services, specifically for educational newspapers distributed to over 500 local schools or equivalent scale;

- (iii) Possess the capability to complete all tasks with high standards of quality and timeliness, ensuring effective dissemination of infrastructure-related educational content to the target audience
- (iv) Have adequate resources, manpower, and logistics support to manage typesetting, printing, and distribution for 1,000 schools across Hong Kong

#### 4. Scope of Services

The awarded contractor shall be responsible for the typesetting, printing and distribution services for the "Infrastructure-Education Newspaper" (the Newspaper) for the CIC from March 2026 to February 2027 (tentative "Service Period") by the following requirements (the "Services"). The contractor shall handle SIXTEEN (16) issues of the Newspaper during the tentative Service Period.

##### 4.1 Language and Content Typesetting

The Contractor shall be responsible for the following tasks related to typesetting and preparation of the Newspaper:

- (i) Typeset all content in Traditional Chinese, based on the text, illustrations, and design layouts supplied and amended by the Project Team;
- (ii) Ensure accurate formatting and alignment, including proper margins, font sizes, headers, footers, and overall layout consistency;
- (iii) Resize and adjust photos, graphics, and illustrations as necessary to fit the design layout without compromising quality
- (iv) Conduct comprehensive prepress checks to guarantee print-ready files, including verification of bleed, trim marks, resolution, and color profiles (e.g., CMYK), ensuring compatibility with professional printing standards;
- (v) Provide proofs for review and approval by the Project Team prior to final printing, incorporating any required revisions promptly

##### 4.2 Printing Specifications

The Contractor shall provide professional printing services for the Newspaper in accordance with the specifications outlined below and with reference to Annex 2 (The Inaugural Issue published in July 2025):

Item	Specifications
Format of Deliverables	1. PDF file of the Newspaper; and 2. Printed (hard copy) edition
Finished Size	Full Page size: 343mmW x 578mmH

Item	Specifications
No. of Pages	FOUR (4) printed pages
Colours	4C + 4C
Finishing	1 fold
Paper	45gsm newsprint paper in Broadsheet size
Digital Colour Proofs	One or more digital proofs, including all pages, shall be supplied to the Project Team prior to bulk print
No. of Issue	SIXTEEN (16) <ul style="list-style-type: none"> <li>- ONE (1) issue per month; plus</li> <li>- ONE (1) special issue each quarter</li> </ul>
Printing Quantity for the Printed Edition	30,000 copies per issue The provisional number of printing quantities is the best estimation of the Project Team. Actual requirements and quantity shall be confirmed on an as-and-when-required basis. The CIC does not commit to ordering any item or quantity
Delivery	30,000 copies deliver to about 1,000 Primary and Secondary Schools in Hong Kong (i.e. about 30 copies for each school)

#### 4.3 Distribution Services

The Contractor shall be responsible for the following tasks related to lettershop and distribution of the Newspaper:

- (i) Provide and manage a reliable distribution network covering all primary and secondary schools across Hong Kong (about 1,000 nos.), ensuring full coverage and timely delivery; The list of schools will be subject to CIC approval;
- (ii) Handle all aspects of address labeling, lettershop services, and secure delivery of printed newspapers to the designated schools;
- (iii) Ensure timely and accurate delivery in accordance with the agreed schedule, and provide proof of delivery for each batch as confirmation of completion;
- (iv) Comply with all relevant postal regulations and data protection requirements when handling school address information, ensuring confidentiality and security of recipient data;
- (v) Implement contingency measures to address potential delivery delays or exceptions, and report any issues promptly to the Project Team.

#### 4.4 Project Coordination and Communication

The Contractor shall ensure effective coordination and transparent communication

throughout the project lifecycle by fulfilling the following requirements:

- (i) Assign a qualified project coordinator as the single point of contact to manage all aspects of the Services, including timelines, approvals, and liaison with the Project Team;
- (ii) Provide regular progress updates at key milestones throughout the project. These updates should include the submission of initial typesetting proofs for review and approval prior to printing, confirmation of print completion, and detailed dispatch and delivery status reports. All updates must be timely, accurate, and communicated clearly to the Project Team to ensure smooth coordination and adherence to the agreed schedule;
- (iii) Submit a detailed production timeline at the start of the contract, outlining all key stages such as content handover, typesetting, proofing, printing, and distribution, and update the timeline as necessary;
- (iv) Provide contingency plans for potential delays or disruptions (e.g., printing equipment failure, courier delays) and communicate any risks immediately to the Project Team;
- (v) Ensure timely responses to all inquiries within ONE (1) business day and provide escalation procedures for urgent matter;
- (vi) Conduct post-distribution reporting, including proof of delivery and a summary of any delivery exceptions or discrepancies.

## 5. Tentative Delivery Schedule

The Contractor shall commence the Services by the tentative delivery schedule below. Any schedule amendment will be based on mutual agreement between the CIC and the Contractor.

Preliminary Timeline	Action
March 2026	Engagement of the Contractor
1 to 2 weeks ahead of the target publication date of each issue	Content Typesetting and Submission of the first draft
2 weeks ahead of the target publication date of each issue	Confirmation of final version for printing and production
1 week ahead of the target publication date of each issue	Provision of Delivery Details for the Project Team's confirmation
Target publication date of each issue	Delivery of printed edition
1 week after target publication date	Submission of the distribution report

## 6. Deliverables

- 6.1 The Services and all deliverables shall comply with the 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.
- 6.2 All documents, plans and designs proposed/produced by the Contractor shall be subject to the acceptance by the CIC. The Contractor shall revise and re-submit the proposal within TWO (2) calendar days or other agreed period upon receiving comments from the CIC. If the revisions are deemed unsatisfactory, the Contractor shall make further modifications until they are acceptable to the CIC without additional costs.
- 6.3 All documents, plans and designs shall be submitted electronically in their native file format of the software that was created with (e.g. MS Word, MS Excel, Adobe Illustrator); All files shall be editable and/or printable for the CIC.
- 6.4 The ownership and intellectual property right of all reports, documents, recommendations, data, post content, designs including all images, photos, videos and any other information and materials prepared or collected by the Contractor, its specialist(s) and the sub-contractor(s) and their employees and agents in the course of this Services shall be vested and belong to the CIC.
- 6.5 The Contractor acknowledges and shall allow that the deliverables under the Services may be used or adopted for other publications and promotion for the CIC.

## 7. Management of the Contractor

- 7.1 The Contractor shall be directed and supervised by the CIC.
- 7.2 The Contractor shall obtain the approval of the CIC, where appropriate, before commencement of arranging/ preparing/ designing/ producing any services/ deliverables of the Services.
- 7.3 The Contractor shall coordinate with the CIC in the use of materials from the CIC and other contractor(s) appointed by the CIC (if applicable), and have supervision to the critical path and adherence to the delivery schedule as stated in Section 5.
- 7.4 The Account Manager and necessary Project Team member(s) shall attend all meetings held by the CIC formed for the Services and the internal meetings of the CIC as required and necessary.

## 8. The Contractor's Personnel

- 8.1 The Contractor shall maintain for the duration of the Services an office in Hong Kong under the control of a Project Manager designated for the Services with at least **TEN (10)** years of management experience in field relevant to the subject matters of the Services.
- 8.2 The project team as a whole, and each individual (except administrative support staff) within the team shall have the experience of conducting projects of similar nature and scope of those required in this Service. The Contractor shall provide CIC with full details of staff to be deployed on the Service together with their curriculum vitae in the Technical Proposal.
- 8.3 The composition of the project team shall include at least the following team members:
  - (a) Project Manager – With at least **TEN (10)** years' experience in producing education newspaper in well-established newspaper publishing company
  - (b) Typesetter – With at least **FIVE (5)** years' experience in producing education newspaper in well-established newspaper publishing company
  - (c) Layout Designer – With at least **FIVE (5)** years' experience in producing education newspaper in well-established newspaper publishing company
  - (d) Print Production Specialist – With at least **FIVE (5)** years' experience in producing education newspaper in well-established newspaper publishing company
- 8.4 The team shall provide all specialist and sub-consultant / sub-contractor services (not limited to those specified in Sections 8.2 and 8.3 above) required for the satisfactory provision of the Services. No additional fees or expenses for the provision of such services rendered locally or overseas shall be paid by CIC.
- 8.5 The Project Manager shall attend all the meetings in related to the Services as may be called upon by CIC.
- 8.6 In the event of any deviation or change of team members on the provision of the Services, prior approval from the CIC must be sought.
- 8.7 In the event, for reasons beyond his control, the Contractor is unlikely to provide or maintain any key staff as specified in the Technical Proposal, he should report to CIC as soon as practicable and propose for CIC's approval a substitute with qualifications and experiences comparable to the original team member.

## 9. Payment Schedule

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

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

Item No. listed in Fee Proposal	Project Phase and Deliverables	Payment Percentage (%)
<b><u>Section A - Core Item</u></b>		
Item 1 and 2 of Table 1	Upon satisfactory completion of the Services/deliverables of each monthly issue and each quarterly special issue accepted by the CIC	100% (quarterly settlement; the actual no. of monthly issues published in the quarter)
<b><u>Section B - Optional Items</u></b>		
Item 1 to 7 of Table 2	On actual basis per invoices	100% (quarterly settlement; the actual no. of optional services delivered in the quarter)

## 10. Other Requirements

- 10.1 Whenever the term "the Consultant" as referred to in other parts of the tender document, it shall be amended to read as "the Contractor".
- 10.2 The ownership and intellectual property rights of all the deliverables prepared by the Contractor and/or its sub-contractor(s) and/or its employees shall be vested in and belong to the CIC, and may not be reproduced in whole or in part without the expressed permission of the CIC.
- 10.3 The Contractor acknowledges that the deliverables under this Services may be used, adopted or amended for other publications and promotion for the CIC.
- 10.4 The CIC reserves the rights to update, change or amend all the requirements and specifications with mutual agreement with the Contractor. Further details will be provided by the CIC upon engagement of the Contractor.
- 10.5 The CIC reserves the rights to place an order for any or all of the items as stated in this Assignment Brief. The Contractor acknowledges and agrees that the offer for each of the items quoted in the Fee Proposal Form shall remain the same in the event that only one or some of items are ordered in relation to the Services requested.

- 10.6 All the costs of design, artwork and contents of deliverables proposed for the Services shall include the sources files submission to the CIC based on the finalized version.
- 10.7 The provisional quantity listed in this assignment brief 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.
- 10.8 The Contractor shall remain all quoted fees on the Fee Proposal the same upon issuance of the CIC's Purchase Order until the completion of the Services.
- 10.9 Meals, transportation and all applicable insurance to all necessary staff that is responsible for the Services, including video production and on-site support, etc. should be responsible by the Contractor. The Contractor shall liaise with an insurance company to provide insurances for the Services.
- 10.10 The Contractor shall refer to "General Conditions of Contract" to provide necessary insurance for the Service.
- 10.11 The CIC reserves the right to cancel the whole or part of the Services to be provided by the Contractor for any reason(s) with no cost implications with the provision of an advanced notice in writing prior to the commencement of the scheduled services.
- 10.12 All arrangements and services in relation to the Services shall be complied with the Law of the Hong Kong Special Administrative Region.
- 10.13 The Contractor shall ensure all materials (including photos/ graphics/ texts or the like) used in the Services have no infringement of copyrights.
- 10.14 All arrangement shall consider safety and health issue. The Contractor should ensure his staff to work safely so as to comply with the Occupational Safety and Health Ordinance and regulations / rules laid down by other related departments or the CIC. The CIC will not bear any liability for any results caused by breach of the Ordinance, any rules and regulations.
- 10.15 The Contractor may need to provide additional services and items as requested by the CIC. The Contractor shall provide written quotation within 24 hours upon receiving the request from the CIC. All additional services and items shall only be proceeded upon confirmation and instructions by the CIC.
- 10.16 Approval of theme(s), use of characters, venues, storyboards and design of the Services shall be obtained from CIC prior to production.
- 10.17 Conflict of Interest and Code of Conduct for Staff
  - (A) The interested Contractor is obligate to submit in the technical proposal to declare and advise that:
    - i) Any conflict of interest with CIC and associated business activities and/or engagements to undertake the Services.
    - ii) Any measures taken, such as the Services will be handled by a separate team other than the team providing another services to CIC, to ensure no conflict of interest for undertaking in different CIC's project.
  - (B) On appointment and during the currency of this Services, the Contractor must

declare any interest if it is considered to be in real or apparent conflict with the Services. The Contractor shall not undertake any services, which could give rise to conflict of interest, except with the prior approval of the CIC which approval shall not be unreasonable withheld.

- (C) 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 CIC for which the Contractor is providing a service to the CIC.
- (D) The Contractor shall implement a system requiring his employees to declare to him any interest they or their immediate families may have, or any conflict between their personal interest and their official positions, in relation to this Services.
- (E) The Contractor shall prohibit his employees to take up any outside work or employment, which could create or potentially give rise to a conflict of interest situation in connection with this Services.
- (F) The Contractor shall take adequate measures to protect any confidential / privileged information entrusted or obtained in relation to this Services; and his employees must not disclose to a third party any such information without prior consent from the CIC.

## 10.18 Data Privacy and Security

- 10.19.1 The Contractor shall strictly comply with CIC's Privacy Policy Statement.  
[https://www.cic.hk/eng/main/privacy\\_policy\\_statement/](https://www.cic.hk/eng/main/privacy_policy_statement/).
- 10.19.2 The Contractor shall provide the services with the least impact on personal privacy. It is mandatory for the proposed methodology and approach that observes the Hong Kong Personal Data (Privacy) Ordinance.
- 10.19.3 Whenever personal data is collected in any Business Process, The Contractor shall ensure to follow the CIC's Personal Data (Privacy) Policy – Standard and Procedure as per Annex 1 "Data Collection Requirements" (For project involve personal data collection), "Direct Marketing Requirements" (For project involve Direct Marketing) and "Guidelines on Handling Personal and Confidential Data" where appropriate.
- 10.19.4 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.
- 10.19.5 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.

- 10.19.6 A due diligence shall be required in respect of the data protection requirements on each third-party (Contractor / Consultant who is at the role of Data User, or a Data Processor) processing Personal Data.
- 10.19.7 The Contractor / Consultant shall aware the following responsibilities on data processing:
  - a) Notify CIC immediately when personal data breach / incident happens;
  - b) Respond to requests from individuals exercising their privacy rights;
  - c) Appropriate security measures in place for the Personal Data being processed; and
  - d) Comply with audit / information requests from CIC.
- 10.19.8 Where relevant, CIC may initiate an audit on the Contractor / Consultant to ensure relevant security measures or process are in place.
- 10.19.9 The Contractor / Consultant 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:
  - a) The anonymisation, pseudonymisation, de-identification and encryption of personal data;
  - b) The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c) 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
  - d) A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

10.19 The Contractor shall ensure the absence of discrimination of all forms in all Deliverables submitted. The Contractor is recommended to make reference to the discrimination legislation by the Equal Opportunities Commission.

## **Annex 1 - Personal Data (Privacy) Policy – Standard and Procedure**

### **Data Collection Requirements**

Hong Kong Identity Card (HKID) Copy / Number - Management level staff should consider carefully whether there are other less intrusive alternatives to the collection of an individual's HKID number or a copy of their HKID such as their passport number or other identification number. HKID number shall not be collected except in specific situations and in the manner provided for under the "Code of Practice on The Identity Card Number and Other Personal Identifiers" issued by the Privacy Commissioner of Personal Data. When collecting a copy of an HKID is necessary, the below statement should be included:

"Mark your HKID card copy with the word "COPY" at a place where personal details in the card will not be covered."

Alternatively, staff should mark or stamp "COPY" on the HKID card copy where personal details in the card will not be covered if applicants have not done so.

Personal Information Collection Statement - A Personal Information Collection Statement should be added in its entirety to the forms or templates used for data collection, both electronic and hard copy. The statement should let the personal data providers understand the purposes of collecting personal data, an option to reject the use of personal data for marketing purposes by data user and the right to access and correct the personal data provided.

### **Standard CIC Personal Information Collection Statement Template**

#### **1. Collection of Personal Data**

1.1 The information you provide to the Construction Industry Council, its affiliates, and / or its subsidiaries, including, but not limited to, the Hong Kong Institute of Construction and Zero Carbon Building, Construction Sector Imported Labour Quarters Limited (collectively, the "CIC"), including any personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), will be used solely for purposes related to the activities of the CIC. The activity and the required personal data are detailed in the application form.

1.2 Whether or not you provide your personal data to the CIC is voluntary. However, where you are providing information for the purpose of an application, it is necessary that you supply the CIC with complete information as specified on the application form. Otherwise, the CIC may be unable to process or consider your application. If you are under the age of 18, you should consult your parent or guardian before providing any personal data to us.

You are entitled to request access to and correction of any errors in your personal data. If you wish to do so, please write to [the job title of event-in-charge, e.g. 2023 Beijing Tour-in-charge] (Data Access Request), Construction Industry Council, 38/F COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon. Should you have any enquiries about our PICS and related practices, please contact [job title] at the above address or via [enquiry@cic.hk](mailto:enquiry@cic.hk). For more information about the CIC's policies on privacy and personal data protection, you can access our Privacy Policy Statement at

[https://www.cic.hk/eng/main/privacy\\_policy\\_statement](https://www.cic.hk/eng/main/privacy_policy_statement).

## **2. Purposes of Collection**

Your personal data will be kept confidential and may be used by the CIC for the following purposes:

- a. The use of the collected personal data, including any disclosure or transfer, is limited to the original purpose of collection. The data is not used for any other purposes beyond these direct objectives of data collection.
- b. Facilitating communication with you;
- c. Performing and exercising functions and powers of the CIC under relevant legislation, rules and sub-legislation, including but not limited to the Construction Industry Council Ordinance (Cap. 587) and Construction Workers Registration Ordinance (Cap. 583);
- d. Establishing, exercising and defending the CIC's legal rights, and complying with the CIC's legal and regulatory obligations (including anti-money laundering obligations, complying with orders by courts or regulators, etc.);
- e. Managing access to the CIC's premises and for security purposes;
- f. Preventing and responding to actual or potential security threats, fraud or illegal activities;
- g. Handling complaints or enquiries;
- h. Performing analysis and conducting research and surveys;
- i. Performing audits and compliance reviews to ensure compliance with the applicable CIC's policies and procedures, regulations and law;
- j. Other purposes related or incidental to the conduct of the CIC's activities; and
- k. Any other purposes that you may consent to from time to time.

## **3. Disclosure and Transfer of Personal Data**

- 3.1 The CIC may disclose or transfer your personal data for the purposes as stated in Section 2 to third parties, including but not limited to the following:

- a. Any or all of the CIC's affiliates and/or subsidiaries listed in 1.1 above;
- b. Any third party Contractors, contractors/sub-contractors that, on behalf of the CIC, operate or maintain membership, event registration, tour booking, researches and/or analysis, or carry out back-end services, administrative services, verification services, cloud services or information technology services, or provide necessary support or services to the CIC to enable us to provide our services, including any insurance, banking or third Personal Data (Privacy) Policy – Standard and Procedure DATAPOL -SP01 Version 1.0 Page 18 | 24 party payment gateways services used by the CIC, and any other entities that discharge contractual obligations on our behalf; or
- c. Any of the CIC's professional advisors, including but not limited to lawyers, accountants and auditors.

3.2 We may disclose and transfer your personal data in accordance with any legal or regulatory requirements or any court order applicable to the CIC.

#### **4. Use of Personal Data Related to Direct Marketing**

To keep you informed of CIC activities and developments in the construction industry which may be of interest, the CIC would like to use your personal data, including your name, phone number, correspondence and email address, to update you in relation to CIC training courses, trade testing, registration, events and other aspects of its work and developments in the construction industry.

You are free to decide whether you wish to receive such information. [[If you wish to receive information on the above, please indicate so by putting a tick in the box below.] OR [If you choose not to receive information on the above, please put a tick in the box below.]] You may make any subsequent changes on your choice of receiving promotional materials by writing to us.

Either

I do not wish to receive any promotional information from the CIC in relation to its activities or developments in the construction industry.

Or

I wish to receive any promotional information from the CIC in relation to its activities or developments in the construction industry.

Declaration on compliance should be added to the end of the Personal Information Collection Statement for application forms and the sample wordings are as follows:

Either

"I confirm that I have carefully read and understand the Personal Information Collection Statement, including the use of my personal data in direct marketing unless where I indicate otherwise."

Or

By submission of the application form or the requested personal data, I confirm that I have carefully read and understand the Personal Information Collection Statement (when it is inappropriate to request the data subject to tick the box.)

## **Annex 1 - Personal Data (Privacy) Policy – Standard and Procedure**

### **Direct Marketing Requirements**

**Marketing and promotional information** sent through SMS, email, print materials etc, to individuals (not in the capacity of companies) should be accompanied by an option to unsubscribe. The below standard wordings can be used:

#### **For emails:**

"To unsubscribe from receiving any future information in relation to training, trade test, registration, CIC events, and industry related information, please send a blank email to with the subject title "Unsubscribe"."

#### **For SMS:**

"Enquiry / Unsubscribe 2100[9xxx]"

#### **For print materials:**

"To unsubscribe from receiving any future information in relation to training, trade test, registration, CIC events, and industry related information, please call 2100 [9xxx]"

**Opt-out requests** with personal identifier provided by the requester, such as name, email and/or workers registration number, should be processed in the system designated by CIO. Otherwise, requests received by one team should immediately be notified to other teams to ensure the individual is removed from every mailing list he / she is on, in any event, within **FIVE (5)** calendar days from the date of receipt of the opt-out request.

**Consent for use of personal data in direct marketing** shall be collected before any personal data is used for direct marketing. If direct marketing is contemplated by the business unit, the consent statement can be put in the CIC's related application form or its annexed Personal Information Collection Statement (please refer to Appendix I. Data subjects' choice of consent on whether to receive CIC's promotional materials should NOT affect their application for the CIC's activity).

## **Annex 1 - Personal Data (Privacy) Policy – Standard and Procedure**

### **Guidelines on Handling Personal and Confidential Data**

When handling personal and confidential data, it is crucial that we take all practicable means to protect the privacy and security of sensitive information. Below are the Dos and Don'ts in circumstances when handling physical documents and devices containing personal and confidential data:

#### **Dos:**

1. Ensure all files containing personal or confidential data are handled in a way to restrict access only to those staff with operational needs to access them (on a need basis).
2. Log out computers / notebooks when not in use.
3. Keep all hardcopy files containing personal or confidential data at locked filing facility within the restricted office area when not in use, such as a locked drawer/ cabinet, safe, or secure room.
4. Set up physical access controls for these restricted areas, including keys, keycards or passcodes, to ensure only authorised personnel have access to the areas.
5. Review and update physical access controls regularly in accordance with the change in team structure and operations.
6. Put documents containing personal or confidential data into sealed envelopes / covered folders or boxes whether or not they are in locked storage facilities.
7. Keep all documents containing personal or confidential information to be destroyed in the designated bag with covers and are placed in staff-only office area / locked in storage facility.
8. Dispose all hardcopy documents containing personal or confidential data immediately when the retention period is reached and ensure they are not used as recycled paper.

#### **Don'ts:**

1. Leave documents containing personal or confidential data unattended and uncovered on desks, printers, fax machines, photocopiers and/or at pantry area.
2. Discard documents containing personal or confidential data in trash bin or recycling bin, or use them as recycled papers.

## ◆ Construction is the process of learning and development ◆

訪問 機電工程署署長 潘國英工程師：  
「以工程守護生命。」

日期：28/5/2025  
地點：啟德區域供冷系統三號廠房  
小記者：北角同協中學 DIMAPILIS ABA JOYS, SANTIAGO AMBER JADE FUENTES, KAUR-GURLEEN-SARAN, RAMTEL KRISTINA  
鐘聲慈善社胡陳金枝中學 曾婷婷、李明灝、叶泳欣、何呈賢

談到機電安全與能源效益，很多人首先想到的便是機電工程署。署長潘國英工程師從個人經歷出發，娓娓道來機電工程在香港的實踐，及其背後深遠的社會意義。

潘署長回憶中學時，學校提供選修技術科目，他首次接觸電子電路設計，更在工作坊中親手組裝安全警報器與監測裝置，從中發掘出對科技與工程的濃厚興趣。樂在其中的他，其後選擇修讀電子工程，持續修進，不斷精進專業能力。

工程除了創造，還可守護生命。2003年沙士爆發時，他正於醫院任職，與團隊共同研發「負壓病房系統」，有效降低醫護與病患之間的交叉感染風險。時至2019年新冠疫情，這項系統依然發揮重要作用。他感慨：「這段時間的努力，不單提升醫療設備效能，更透過工程守護生命。」這些經歷讓他更堅信，工程不只是冰冷的技術，而是城市背後的守護者。

作為署長，潘署長亦重視工程教育的傳承。他認為教育不僅僅限於課本內容，更重要的是激發學生的好奇心。他說：「年輕人想知道為什麼——為什麼飛機可以飛？為什麼空調會製冷？為什麼手機不用電線也能連上網？」為了滿足這份求知慾，機電工程署推行「EMYA 機電青少年大使計劃」，讓學生參與STEAM工作坊，參觀不同機電設施，認識日常生活背後的科技原理，同時培養對機電安全、能源效益與行業未來發展的認識。

作為照顧香港公共機電設施的重要部門，機電工程署肩負的角色不容小覷。潘署長指出，單靠傳統的檢查與保養已不足以應對城市需求，必須引入創新科技提升效率。例如，機電工程署現時嘗試運用傳感器與人工智能，分析天氣、人流與場地使用狀況，再自動調節冷氣功率，從而達到節能的目的。此外，機械人技術的引入大幅提升了操作效率。例如機場跑道上的指示燈以往需要人手拆除清潔，如今則由機械人完成檢測與清潔，減輕工人負擔之餘，提升了安全水平。

在全球氣候變化的背景下，推動潔淨能源亦成為機電工程署的重點工作之一。潘署長指出，傳統化石燃料產生能源會帶來大量碳排放，因此機電工程署積極於政府設施安裝太陽能光伏板，並推廣氣能應用。近年，首輛使用氣能源的城市巴士已投入服務，未來更有氣能渣打車加入車隊，這些轉變有助大幅減少溫室氣體與懸浮粒子排放，為實現碳中和目標邁出關鍵一步。

除能源轉型外，施工技術亦持續革新。傳統機電裝備安裝需於現場逐件組裝，不僅繁複亦存在安全隱患。為此，機電工程署積極推動「MiMEP (機電裝備合成立法)」，即在工場預製所有組件，現場只需「像砌積木一樣」進行組裝，節省時間、提高精準度、減少現場風險。潘署長形容此法可實現「平、靚、正、安全」，真正體現創新技術的多重效益。

最後，潘署長認為機電工程遠不止於設備與系統的堆砌，它是城市運作的骨幹，是守護市民生活品質的無形之力。在新科技與綠色能源推動下，機電工程署將繼續以創新思維推動高效與安全的公共設施建設，為香港打造更智慧、更可持續的未來。潘署長更鼓勵新一代工程師勇於探索，持續保持好奇心與求知慾，肩負起推動機電業發展、強化城市韌性的責任，一同建構更美好的香港。

## CONCLUSION 結

# 基律教育報

## 下期預告

- 1.「區區有基律，無處不旅遊」 - 十八區基律開遊路線
- 2.「最多訪客的基律」競猜遊戲
- 3.香港基律之最第一輯 - 基律UFO
- 4.「猜猜學校附近最多的基律是什麼？」
- 負責訪問的學校和受訪嘉賓容後透露

## ◆ Construction is the process of learning and development ◆

訪問 建造業議會主席 何安誠教授工程師：  
「科技是推動行業革新的關鍵，但人才的知識與思維更是不可或缺。」

日期： 6/6/2025  
地點： 香港建造學院九龍灣校園「未來建造中心」  
小記者： 天主教新民書院：梁峻熙、吳雨臻、田蕙萱、劉沛嘉  
循道學校：吳懿翹、鍾海澄、鍾吳謙、黎睿熙

踏入數碼化年代，建造業正加速轉型、逐步減少對傳統人工建造的依賴，改而廣泛應用數碼分身、人工智能及BIM（組裝合成建築法）等創新科技，提升效率與安全。建造業議會主席何安誠教授工程師認為，推動行業長足進步的關鍵，在於持續教育與科技應用的結合，而其中尤以STEAM教育的推廣為最為重要。

何主席指出，在建造業議會及整個行業中，STEAM教育日益扮演關鍵角色。何主席說道：「（建造業）議會十分重視教育培訓，而STEAM已成為全球教育的趨勢，勢不可擋。」有見及此，發展局與建造業議會攜手推出「STEAM UP想建理」項目，將科學、技術、工程、藝術與數學，結合建造業的應用例子，不僅可培養新思維與實用技能的核心，更能將建造業的實踐知識融入生活。他舉例，從設計學院到手術室，每一項設計及工程決策皆與STEAM密不可分，透過教育讓學生理解這些知識的現實應用，是推動行業向前的基石。

何主席進一步指出，為吸引年輕人參與建造業，建造業議會亦開展多元化的活動與培訓，包括舉辦BIM（建築信息模擬）大賽，讓學生透過實作感受數碼建築的智慧與魅力；同時安排中學及大學生參觀全新開設的「未來建造中心」，認識STEAM理念與近距離接觸創新建造技術如數碼分身、人工智能、智慧工地、建築機械人及「組裝合成建築法」等。

因此，未來建造業的核心將建基於科技與實踐並重的學習。何主席特別提到，為吸引更多年輕人參與建造業，建造業議會亦開展多元化的活動與培訓，包括舉辦BIM（建築信息模擬）大賽，讓學生透過實作感受數碼建築的智慧與魅力；同時安排中學及大學生參觀全新開設的「未來建造中心」，認識STEAM理念與近距離接觸創新建造技術如數碼分身、人工智能、智慧工地、建築機械人及「組裝合成建築法」等。

何主席鼓勵有志投身建造業的同學，可參加相關訓練計劃，邊學邊做。何主席特別強調：「訓練計劃設有津貼與補助，讓同學在學習期間無需憂慮學費，專注裝備自己。」他期望，現時的「中工」（半熟練技工）能持續自我提升，進階為「大工」（熟練技工），掌握更多技術與管理知識，未來能獨當一面。

何主席強調：「科技與教學應雙軌並行。」他十分支持政府在中小學大力推動STEAM教育。他說：「建造業界會協助政府將進一步把智慧建築理念系統化地融入STEAM課程，讓學生及早掌握未來所需的技能與思維。」

何主席相信，科技無疑是推動行業革新的動力，但真正驅動轉型的，還是人的知識與思維。他鼓勵青年人要勇於嘗試、敢於創新，將科技與管理能力相互結合，積極面對變化，迎接建造業的新時代。他深信，只要懷抱熱忱，堅持學習與成長，未來的建造業將充滿無限可能，而新一代正是這場變革的主力與希望。

何主席進一步指出，傳統機電裝備安裝需於現場逐件組裝，不僅繁複亦存在安全隱患。為此，機電工程署積極推動「MiMEP (機電裝備合成立法)」，即在工場預製所有組件，現場只需「像砌積木一樣」進行組裝，節省時間、提高精準度、減少現場風險。潘署長形容此法可實現「平、靚、正、安全」，真正體現創新技術的多重效益。

最後，潘署長認為機電工程遠不止於設備與系統的堆砌，它是城市運作的骨幹，是守護市民生活品質的無形之力。在新科技與綠色能源推動下，機電工程署將繼續以創新思維推動高效與安全的公共設施建設，為香港打造更智慧、更可持續的未來。潘署長更鼓勵新一代工程師勇於探索，持續保持好奇心與求知慾，肩負起推動機電業發展、強化城市韌性的責任，一同建構更美好的香港。



人工智能（AI）專區介紹了建造業採用的最新人工智能工具，包括生成式設計由BIM結合AI運算，提供最佳化設計；數碼模型更可促進設計、施工和營運階段的協作與溝通，減少錯誤和重做工序，兼顧效率、成本及可持續發展的元素。

近年來，行業大力推動的「安全智慧工地系統」（SSSS/4S），目前已超過六成工地安裝該系統，涵蓋全港超過500個前線工程現場。系統透過AI人工智能鏡頭監控高風險區域，當安全風險出現時自動發出提示，既防止意外發生並能迅即回應。

此外，建築機械人技術亦廣泛應用於繁重或危險的工序，如密閉空間及高空作業等，大幅提升工程質量與安全性，而且操作簡易就像是「打機」一樣，非常適合年青人。近年在政府建築項目中，機械人已成功應用於高層樓宇施工，如油漆機械人，減少人手負擔，同時加快工期，做到「平、靚、正」的效果。

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在訪問結束後，我們也訪問了參與的小記者們，問他們覺得這些負責基律發展的政府官員與建造業議會主席，有什麼共通點？同學們的觀察果然既有趣又貼地。

不少同學發現，無論是常任秘書長、署長，還是議會主席，他們都有一個共通點——就是對自己的工作充滿熱情。說到工程建造時，他們眼神發光，語速加快，甚至會「眉飛色舞」、「連說帶比」，讓同學們感受到他們的投入與熱愛。

更有趣的是，同學們發現，這些「大人物」原來在青少年時期，早已對工程、科技或數學產生興趣，證明生涯規劃非常重！有同學笑說：「要快啞返學向老師請教STEAM知識！」（此處向一直默默耕耘的老師們致以敬意！）

其中一位小記者指出，幾位受訪者不約而同都提到：建造不只是「施工」，更重要是「有想法」——這正是建造專業的魅力所在，將創意結合現實，將想像變成實際解難的方法。

另一位同學印象最深的，是大家雖然都提到科技應用，但強調最重要的並非科技本身，而是工程背後對問題的深入理解與數據分析。科技只有在「對準問題」的情況下，才會發揮真正的價值和效能。了解解難的重要性，同學同時學懂不少國家發展及運用科技解決民生問題的好方案，以及內地與香港合作的的例子。

這次訪問，讓同學們不只認識了工程技術，更對「解難背後的故事」產生濃厚興趣。他們不禁聯想到作家接訪訪問時常被問到靈感從何而來，認為工程師也一樣，是為了解決真實問題而激發創意——例如，「組裝合成建築法」（MiC），就是為了回應香港人口密集成都，需要快速高效建屋的方案：橋樑平衡核心轉體技術，能避免在施工時影響鐵路運作；管道內監測器，減輕前線人員負擔，並更準確監測水位以防洪；中九龍幹線，則是在市區地底極窄空間中，整合一連串複雜工程的結晶；氣能技術，雖需克服不少技術困難，卻有助減低溫室氣體排放；東江水供應系統，更是保障香港供水穩定的里程碑；而北部都會區的

規劃，正是一項回應香港未來土地與發展需要的大型解難方案。

經歷這次訪問後，同學們對建造業的「解難能力」有了更深層的理解——原來，一切從「發掘問題」開始，繼而深入了解原理，提出實際而創新的解決方法。他們也終於明白，為何學物理、數學那麼重要（雖然他們也坦言，有時真的「有啞悶」（笑））。

不少同學表示，這次訪問讓他們對建造業產生興趣，未來也希望成為工程師、建築師，參與城市建設。有同學「生鬼」地總結說：

「原來橋裡有『橋』（諺音：點子），話裡有『畫』（畫面）！」而全班最一致的共鳴就是：「有諺法，就有辦法！」

在熱烈的討論聲中，訪問與分享環節圓滿結束，同學們紛紛感謝受訪嘉賓的啟發，也感激老師的支持與陪伴。

後記：受訪者的回應

事後，我們也將同學們的反應轉告幾位受訪嘉賓，他們異口同聲地表示「非常感動」。原以為是來介紹建造業，沒想到反而讓他們自己「重溫入行的初心與熱情」，彷彿回到年輕時初次踏入工程建築世界的一刻。

他們對學生們展現的觀察力與求知慾感到鼓舞，也讚賞他們對科技與建造知識已有基礎認識。他們鼓勵同學保持對身邊事物的關心與好奇，學懂觀察城市運作，並結合STEAM知識，了解解難背後的創新，未來無論投身建造、科技或其他行業，皆可看「建未來」、「築」及生活。

最後，他們也特別向學校老師與校長致謝，感激他們多年來默默栽培這批充滿潛力的年輕人。受訪嘉賓都表示：「年輕人就是未來，香港未來一定會更好！」

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2025年7月 創刊號

## 《基建教育報》：〈建設，是一個學習與進步的過程〉

基律，是一座城市的脈絡。

有關《基律教育報》

《基律教育報》項目是發展局及建造業議會聯合建造業界及教育界推出的「STEAM UP想建理」行業推廣計劃下的一項新猷。項目源於不少學校參與發展局及建造業議會安排實地視察基建設後，都是一連串精密規劃與應變的成果。例如，應對水浸問題，我們該如何選擇合適的防洪措施？或是，如何運用最新科技，成功在東鐵綫這樣路線密布、車流不息的環境中進行工程？在熙來攘往的市區之下，是否正有默默進行中的地下工程？機場的跑道，又是如何運用機械人技術，取代只靠人手清潔工作？面對本地供水不足的挑戰，海水淡化技術又如何為我們帶來突破……

首期《基律教育報》訪問由八名人士：

發展局常任秘書長(工務) 劉俊傑工程師

路政署署長 邝慶華工程師

土木工程拓展署署長 方學誠工程師

水務署署長 黃恩諾工程師

建築署署長 李繼彥建築師

渠務署署長 莫永昌工程師

地政處工程署署長 張國英工程師

建造業議會主席 何安誠教授工程師

首期有關訪問內容除了會製作成報紙派發予全港學校師生外，亦會拍攝及製成短片供學校作學習參考及在地區作推廣用途，並於《學與教博覽2025》首播。

「製作花絮」

在前往訪問前，同學們都有做足準備啊！同學們先參與由米哈博士主講的訪問工作坊，了解訪問的精髓和預備功夫。然後同學們在老師的指導下，為將要訪問的人物進行資料蒐集，部份同學更研習了相關部門網頁上談及近年的工程項目，部份同學更研習了相關部門網頁上談及近年的工程項目，有些特別喜歡前線追問，拿着米哈博士特別精神；有些則喜歡研究攝影師鏡頭下拍攝效果是否到位等。總括而言，同學們的好奇，確實是推動城市繼續學習、繼續前進的動力！

同學們都非常專業，到達現場時雖有一點點緊張，但準備充足。見到受訪者時就把緊張拋到九霄雲外。他們提問鏗鏗，亦有清楚分工，有些特別喜歡前線追問，拿着米哈博士特別精神；有些則喜歡研究攝影師鏡頭下拍攝效果是否到位等。總括而言，同學們的好奇，確實是推動城市繼續學習、繼續前進的動力！

投身業界多年，劉常秘認為，提升工程的安全性、生產力及品質，一直是建造業的重要課題。隨著科技不斷進步，他指出，科技的應用正好為這些挑戰提供更好的解決方案。

在善用科技進行項目的預測與準備方面，他表示：「現時業界正朝向數碼化發展，團隊會在工程施工前，先在電腦上完成設計及模擬建造過程，預先發現潛在問題，從而提前制定對策解決。」這種創意思維結合科技，正是提升效率與質素的關鍵。

而在創新的建造方式方面，他指出，目前許多工程項目已採用「組裝合成建築法」（MiC），將部分工序從工地移至工廠內進行，然後再運送至工地組裝。透過系統化生產，不僅有效提升整體生產力，更能有助保障建造質素，改善工作環境。

而未來行業採用新科技方面，將會是引入應用人工智能與機械人，提升工程的效能、準確度與安全。例如，在一些山泥傾斜的個案或新工程項目中，已開始使用「機械狗」代替人類進入高風險區域進行巡查與檢測，提升工作的安全，而無人機（Drones）則可以在空中掌握環境實況，監察工程進度與進行地形測量等工作，進一步提升施工效率。</

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### 訪問 路政署署長 邱國鼎工程師： 「只要勇於面對，你便可以積極解決問題。」

日期： 29/5/2025  
地點： 何文田政府合署  
小記者： 香港道教聯合會圓玄學院第一中學：劉佳怡、  
李家慧、譚樂瑤、李博恩  
保良局陳溢小學：梁天晴、朱子淇、袁悅、麥星兒

香港作為高密度城市，樓宇林立、交通幹道錯綜複雜。要在這樣的環境下修建道路，挑戰重重。那麼，路政署如何打破桎梏，因地制宜地推動建設，令本港運輸基建更現代化、效率更高，同時符合社会效益？路政署署長邱國鼎工程師早前接受我們訪問，分享部門如何結合本地特色、國家發展及國際視野，持續追求突破，實踐「以人为本」的城市建設理念。

邱署長提到，讀中學時數理科成績較佳，尤其熱愛物理，因而選擇日後投身土木工程界。他說：「建造業很實在和充滿活力」，最吸引他的是可親身見證從圖則到完成實體工程的過程，在十年間將設計變成現實。而建造業不限於在辦公桌前的計算與繪圖，更可走進地盤、深入現場，全程參與規劃、設計到落成。這種立體而具質感的專業實踐，令他最終決心投身這行業。

他在工程生涯中，曾參與多個令人難忘的項目，當中包括后海灣幹線工程，他當時負責籌劃將架空天橋组件由屯門區安排運送至后海灣幹線工地安裝。為減低運送過程對居民及交通造成的影響，團隊克服重重挑戰，精心策劃组件的運送及安裝流程。他亦曾在粉嶺上一帶為現有道路增設隔音屏障，團隊付出大量心力確保施工不會阻礙交通。而最具挑戰的項目之一，是即將通車的中九龍幹線項目。該項目的走線貫穿九龍市區多個核心地段，大部分工程需在地底進行，並同時涉及重置社區生活設施。他表示，項目山麻段的隧道走線極靠近民居，最近的距離只相隔3.5米，附近更有廟街夜市和舊油麻地警署等地標，工程需要在施工效率、居民生活及文化古蹟保育間取得平衡。即便如此，工程進展順利，預計於2025年年底開通後，往來啟德至油麻地的車程將由原來約30分鐘大幅縮短至約5分鐘。這正是路政署中一個最引以為傲，為市民帶來切實便利的大型運輸基建項目。

要打造優質工程，邱署長認為關鍵在於「解難與創造力」。香港地少人多，施工空間有限，每項工程都需因應環境特色，於有限空間內完成高質量建設。他強調，香港建造業發展蓬勃，必須保持接觸及了解國家及國際現時最先進的建造方法，並在

本地加以應用；其次是「做好前期規劃」，因為規劃是否完善會直接影響後續設計與施工成本效益。他舉例說，若在道路建設初期能選定更合適的走線，不但可節省造價及施工時間，還能帶來更大社會效益。相反，若早期規劃未臻完善，到了施工階段便難以補救。

邱署長以學習作比喻，「學生讀書也要預早想清楚會遇到甚麼挑戰，細心規劃路線，才能減少阻滯。」但人生與工程一樣，總有難以預測之處，因此邱署長指出「最值得恐懼的，其實就是恐懼本身。」如能抱著積極、願意面對問題的心態，加上一起協調良好的團隊，便能戰勝未知。

建造工程從不是單打獨鬥，而是各專業齊心合作的結晶。工程項目需結合工程師、測量師、園境師、規劃人員等多方專門人員的努力，相互協作配合，一同朝着共同目標進發。邱署長深信，「一個好的隊伍，不僅需要由好的隊長帶領，亦需要有好的隊員」，正是這種集體力量，克服不同難關，才能令一個又一個複雜的項目得以落成。

邱署長進一步介紹建設背後的思考框架。工程師在規劃大型新發展區的道路或鐵路時，首先會根據人口與運輸模型分析未來交通需求，包括區內通勤、跨區出行、甚至跨境出行的需求。在這基礎上，再判斷使用道路或鐵路最能發揮效益。若以貨運為主，道路是不可或缺的；若以客運為本，鐵路則更具效率。道路走線設計亦需兼顧地質條件、環境影響、公眾意見及私人物業限制等因素，以取得最佳平衡。

邱署長指出，以跨境交通為例，隨着大灣區「一小時生活圈」逐步形成，港深兩地之間的聯繫日益頻繁。單憑早年建成的羅湖站及東鐵線和廣九直通等跨境交通已無法應付需求，因此需陸續興建落馬洲站及皇崗口岸等設施。2007年，港深西部通道落成通車；2018年曾被視為「不可能工程」的港珠澳大橋成功通車。如今，周末「港車北上」已成為常態，未來北部都會區亦將有更多跨境交通網絡，包括由錦上路通往古洞站及皇崗的「東鐵北環線」及支線的新鐵路，以及連接洪水橋與深圳前海的港深西部鐵路，只需15分鐘便可到達前海商區。港深西部鐵路的設計及建造除了採用香港標準，更計劃採用國家標準，從而鼓勵內地鐵路公司來港參與建造工程，期望引入內地先進及創建新技術與建材，提升工程效率與質素。

在橋樑設計方面，香港多年來成績斐然。青馬大橋、昂船洲大橋、將軍澳跨灣大橋皆是技術與美學並重的代表。青馬大橋落成接近30年，依然保持同時承載鐵路與道路最長跨度的世界紀錄。



### 訪問 建築署署長 李翹彥建築師： 「建築需要以人為本」

日期： 5/6/2025  
地點： 金鐘政府合署  
小記者： 天主教總堂區學校: SALAMAT NOOR ANASTASIA, SUCCI RICHARD, BEETON JOCELYN, CHARLOTTE, HO ALYSSA LIV, WILLIAMSON OLIVER ELLRA, JOSEPH, KOMAROV IVAN



延伸到生命的探索，2000年代的天水圍濕地公園正是一個極具代表性的例子。李署長回憶道，當時香港尚未有類似濕地設施，起初第一期發展僅是一個為期八個月的小型項目，至後來的二期發展才慢慢演變成現在大家見到佔地六十公頃的濕地公園。我們在設計過程中大膽地將自然元素引入展館之中，並帶出一個更深層意義的問題：「我們到底應該把雀鳥放入籠內，還是將人放在『籠子裡』，去觀察大自然呢？」

最終，我們的二期的訪客中心設計出一個鋪設了綠油油草皮屋頂下的展館，既不干擾生態，又能讓人感覺融入自然環境之中，建築師用創新的設計思維及巧妙地運用不同的自然材料，利用建築體現了對大自然生態的尊重。



當談到如何評價建築的優劣時，李署長認為，這是主觀的議題。他回憶起大學時一位教授的提問：「為何古建築歷久常新，而現代建築卻常常被拆卸重建？」，教授其後補充說：「答案就在於細節裡。」

李署長指出，過去的建築十分重視細節，而這些細節正反映當時的技術水平與設計用心，能在久歷時代變遷之後仍保留其獨有的美感與價值。現代建築代表例如香港國際機場，便是經過精心設計與細節考量，至今依然穩固耐用。他堅信，只要建築設計者保持其熱心，以為本並著重每一個設計細節，就能令建築持續歷久不衰、屹立不倒五十年，甚至百年。



建築，是構建現代城市的重要元素及回應市民各種生活需要的載體。在訪問中，建築署署長李翹彥建築師分享了如何從個人成長到社會責任進行：到建築署怎樣為香港打造「以人為本」、融合大自然與傳統元素的公共建築，令建築物可以在沒有安裝大量臨時工作架下完成建造。這些年，紅館終成為無數香港人及遊客參與本地文化活動及流行文化，如演唱會等的重要表演場地，令他印象深刻。

李署長說道，1983年落成的香港體育館（紅磡體育館/紅館），更是建築署的重要里程碑之一。當時，工程須在紅磡火車總站上方進行：技術難度及挑戰極高，但團隊運用創新思維、設計及先進技術，先將成為屋頂的鐵框架結構整體升上，然後再拆卸倒轉金塔尖部的座位結構，令建築物可以在沒有安裝大量臨時工作架下完成建造。這些年，紅館終成為無數香港人及遊客參與本地文化活動及流行文化，如演唱會等的重要表演場地，令他印象深刻。

面對現今建造業人手短缺、成本高企等挑戰，建築署亦不斷創新求變。他指出，建築署積極應用MiC，以降低建造成本並提升效率。由於香港土地有限，人口密集，實用性成為設計過程當中的重要條件。該兩組位處於鑽石山的建築物，令建築物可以在沒有安裝大量臨時工作架下完成建造。這些年，紅館終成為無數香港人及遊客參與本地文化活動及流行文化，如演唱會等的重要表演場地，令他印象深刻。



### 訪問 土木工程拓展署署長 方學誠工程師： 「希望透過創新求變，提升市民的幸福感。」

日期： 30/5/2025  
地點： 土木工程拓展署社區聯絡中心 - 啟德  
小記者： 九龍塘宣道會鄭榮之中學：鄭文旭、陳柳君、  
周靖曉、羅芷晴  
聖公會聖安德烈小學：陳榮言、楊柏軒、丘芷嫣、  
葉在弦

啟德單車徑上響起稚嫩的笑聲，粉嶺的架空大橋在靜夜悄悄旋轉……

土木工程拓展署長方學誠工程師說起了他的基建想像，並告訴我們，當城市燈光明滅，工程師如何在冰冷的數據與技術中，逐步落實市民對溫暖生活的想像。

出身於何文田鄧鏡波學校的方署長，自小便對工科產生興趣。尚未正式入讀相關學科前，他已察覺日常生活中早已滲透基建的影子，這份觀察與好奇心成為他日後投身土木工程的熱情起點，並順理成章地於大學修讀土木工程，走上建設城市的專業之路。

土木工程的範疇廣闊，橫跨山巒、海洋及地下空間，承載著香港多元基建的重任。如今，工程師更需考慮環境容量與生物多樣性，以實踐可持續發展的理念。方署長笑言：「例如在北區原生態公園，負責的工程師要學識『認雀』，思考如何吸引雀鳥前來棲息，有的甚至要了解如何『種米』。」

這些看似與工程無關的知識，正是成為一位全面工程師的必經之路：因為只有深入了解項目的背景與環境，技術才能真正與時並進。

談到最具挑戰性及最令他自豪的項目，方署長特別提及「粉嶺繞道東段橋樑轉體工程」。這項工程需要建造橋樁橫跨東鐵線，沿線附近又密布電力與水管設施，若採用傳統施工方法幾乎沒可能完成。因此，團隊遍尋世界各地的技術方案，最終在地盤找到「橋樑平衡軸轉體」的技術。

雖然原技術未能完全配合香港獨特情況，但經團隊花了一年多時間反覆改良後，最終成功在兩小時內，將橋樑旋轉三十多度跨越東鐵線，完成接駁工作。他自豪地說：「這個項目充分展現香港工程人員的專業與創新能力。」

在龐大工程背後，每日充滿挑戰。技術、安全、工期、成本，皆是每日需面對的問題。「過去十年八年，我們不斷面對各種痛點，工程師總在思考，如何減低成本、縮短工期，持續提升建造安全，思索如何尋求突破，引入新技術減低風險。」

在環保方面，土木工程亦持續邁步向前。傳統填海工程需清除海床淤泥並填入砂土，不但費時費力，更對環境造成影響。土木工程拓展署近年採用「深層泥水拌合法」，透過攪拌桿將泥水直接注入海床，使之固化，不僅控制沉降，也減少了泥水處理與海洋干擾，兼顧工程需求與環保。

土木工程拓展署的創新並不止步於物料或施工方法，還包括與本地大學合作，研發符合香港標準的可持續技術。因應全球對碳排放的關注，工程師也致力採用新型建材，以取代高碳排的傳統水泥，降低工程的碳足跡。

創新亦要對準實際痛點。例如，開發岩洞經常應用到「噴漿」技術，過往需要就臨時與永久兩層結構分別處理，費時且成本高昂。如今，他們已開發了可一次完成噴漿工序的物料，不僅節省時間與成本，亦可減少結構厚度，大幅提升施工效率。

除了對技術的熱誠，他亦特別鍾愛團隊合作的氛圍。從小愛踢球、捉迷藏的他，習慣在群體中互動與協作，長大後更深刻體會到，不同性格的人在合作中產生的化學反應，正是建造業令人著迷之處。大型基建的成就感、「好運都輪到我」的存在感，以及由設計、施工、監管組成的團隊工作模式，都讓他深深著迷。他認為無論項目大小皆有其價值，甚至如行人天橋般的日常設施，只要能為市民提供便利，他都感到無比自豪。

在工程路上，困難無可避免。黃署長強調：「要解決問題，首先要充實自己。」學習不止於課堂，畢業後的「學歷」過程尤為重要。他提到，每位師傅都有自己的解難方法，透過師徒相傳與實踐學習，工程師得以累積經驗與判斷。他強調，解難從不是個人英雄主義，而是集體智慧的結晶。透過與他人辯證思考、共同探討，創意與解決方案才得以誕生。

在新落成的單車徑為例，以往的設計中，單車徑時常中斷，市民需下車「推車」才能前行。如今，團隊更希望建設構築旁路，直達目的地，讓市民騎得暢快、用得方便。這些日常中的細微便利，其實正是工程前期規劃階段團隊深思熟慮的結果。

香港的土木工程秉持「以人为本」，在發展過程中尋求突破，在每個項目中融入世界各地的頂尖技術，構築這座城市的便利與繁榮。但願我們都能像方署長帶領的土木工程拓展署團隊，有轉動架空大橋的勇氣，將不可能變成可能，將幸福悄悄注入城市的每一個角落。

「一個好的工程師，必須是一個謙虛的工程師」，這份哲思源自蘇格拉底的辯證理念——願意聆聽、願意質疑，才有進步的可能性。

回到香港的水資源現況，黃署長指出，山多平少使得天然集水困難，歷史上曾多次面對制水困境。今天香港能享有穩定供水，全賴多年來逐步建立起來的六大策略。這包括傳統的本地集水，例如透過薄扶林水塘等水庫收集雨水；來自東江的供水亦至關重要，長年穩定輸港，現已佔整體用水的七至八成，是香港真正的「生命線」。

另一重要策略是鹹水沖廁，雖然需設立雙管系統，成本較高，但長遠而言卻能省下大量淡水資源。此外，香港近年亦積極研發並推行多種新技術，包括將污水深度處理後回收再用的「再造水」，以及回收家居中較潔淨的用水（如洗澡、洗衣水）再加以處理的「中水重用」。而為進一步提升自給自足能力，政府亦引入「海水淡化」技術，尤其考慮到氣候變化或導致東江流域乾旱，海水則可作為穩定且可靠的補充來源。

在環保方面，土木工程亦持續邁步向前。傳統填海工程需清除海床淤泥並填入砂土，不但費時費力，更對環境造成影響。土木工程拓展署近年採用「深層泥水拌合法」，透過攪拌桿將泥水直接注入海床，使之固化，不僅控制沉降，也減少了泥水處理與海洋干擾，兼顧工程需求與環保。

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Provision of Typesetting, Printing and Distribution Service  
for "Infrastructure-Education Newspaper"  
for the STEAM Education Portal for the Construction Industry Council  
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Memorandum of Agreement

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**of**

**Provision of Typesetting, Printing and Distribution Service for  
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**for the STEAM Education Portal**

**for**

**the Construction Industry Council**

February 2026

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**To be Signed by a Contractor**

**MEMORANDUM OF AGREEMENT**

MEMORANDUM OF AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_  
2026 BETWEEN THE CONSTRUCTION INDUSTRY COUNCIL of<sup>1</sup> \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called "the Employer")  
of the one part and<sup>2</sup> \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
of<sup>3</sup> \_\_\_\_\_

(hereinafter called "the Contractor") of the other part WHEREAS the Employer requires the Contractor to provide the Services in respect of Provision of Typesetting, Printing and Distribution Service for "Infrastructure-Education Newspaper" for the STEAM Education Portal for the Employer (hereinafter called "the Assignment") and details of which are set out in the Assignment Brief annexed hereto AND WHEREAS the Contractor has agreed to provide such Services in accordance with the Assignment Brief, Conditions of Contract annexed hereto (hereinafter referred to as "the Conditions"), and subject to the payment to him by the Employer of the fees and other payments set out in the Fee Proposal and the Conditions annexed hereto.

**NOW THEREFORE IT IS AGREED AS FOLLOWS :-**

1. This Agreement shall comprise :-
  - (a) Conditions of Tender and Appendices
  - (b) Form of Tender
  - (c) Assignment Brief and its Annexes (if any)
  - (d) Technical Proposal and Fee Proposal
  - (e) General Conditions of Contract
  - (f) Any relevant correspondenceall of which are annexed hereto.
  
2. The Director for the purposes of this Agreement shall be<sup>4</sup> \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. In consideration of the payments made at the times and in the manner set forth in the Agreement by the Employer, the Contractor hereby jointly and severally<sup>5</sup> undertakes to perform and complete the said services subject to and in accordance with the Agreement.

Provision of Typesetting, Printing and Distribution Service  
for "Infrastructure-Education Newspaper"

for the STEAM Education Portal for the Construction Industry Council  
Ref (621) in P/AE/PUR/AGC

Memorandum of Agreement

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

SIGNED for and on behalf of )  
the Employer by <sup>6</sup> )  
                                  )  
                                  )  
                                  )

in the presence of  
Signature, name and address

(a) SIGNED for and on behalf of )  
the Contractor by <sup>7</sup> )  
                                  )  
                                  )

in the presence of  
Signature, name and address

**OR**

(b) SIGNED for and on behalf of and as )  
lawful attorney for <sup>2</sup> )  
  under power of )  
attorney dated )  
By )

in the presence of  
Signature, name and address

**OR**

(c) SIGNED on behalf of the Contractor by <sup>8</sup> )  
  )  
  )  
  )  
  )

in the presence of  
Signature, name and address

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

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

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

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

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

**General Conditions of Contract**

**for**

**Provision of Typesetting, Printing and Distribution Service  
for "Infrastructure-Education Newspaper"**

**for the STEAM Education Portal**

**for**

**the Construction Industry Council**

February 2026

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**General Conditions of Contract for**  
**Provision of Typesetting, Printing and Distribution Service**  
**for "Infrastructure-Education Newspaper"**  
**for the STEAM Education Portal**  
**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

## 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,

(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 Probit**

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

## **45 Appeal to Employer**

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

## **46 Settlement of Disputes**

- (A) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, either party shall be entitled to refer the dispute or difference to the Employer and the partner or director of the Contractor, who shall meet within TWENTY ONE (21) days of such matter being referred to them.
- (B) If the dispute or difference cannot be resolved within TWO (2) months of a meeting under sub-clause (A) of this Clause or upon written agreement of the Employer and the Contractor that the dispute or difference cannot be resolved in such meeting, either the Employer or the Contractor may at any time thereafter request that the matter be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modification thereof for the time being in force.
- (C) If the matter cannot be resolved by mediation, or if either the Employer or the Contractor do not wish the matter to be referred to mediation then either the Employer or the Contractor may within the time specified herein require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Chapter 609, Laws of Hong Kong) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be

made within NINETY (90) days of either the refusal to mediate, or the failure of the mediation. The parties agree that all provisions of Schedule 2 to the Arbitration Ordinance are applicable to the arbitration.

(D) The Hong Kong International Arbitration Centre 2014 Domestic Arbitration Rules shall apply to any arbitration instituted in accordance with this Clause unless the parties agree to the contrary.

## 47 Prevention of Bribery

(A) The Contractor shall duly inform his employees who are engaged either directly or indirectly in the formulation and implementation of any project of the Employer that the soliciting or accepting of an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) ("POBO") is not permitted. The Contractor shall also caution his employees against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair his impartiality in relation to the projects of the Employer.

(B) The Contractor shall prohibit and prevent his employees, agents and sub-consultants / sub-contractors or any others directly or indirectly engaged by the Contractor who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the POBO when conducting business in connection with this Contract. Without the approval of the Employer, it is an offense under the Prevention of Bribery Ordinance to offer or give any gift, loan, fee, reward, commission, office, employment, contract, other services in favour of, or discount to any staff of the Employer. Any such offence committed by the Contractor or his employees, agents and sub-consultants / sub-contractors or any others directly or indirectly engaged by the Contractor will render the tender null and void. The Employer may also terminate the Contract granted without prior notice and hold the Contractor liable for any loss or damage so caused to the Employer.

## 48 Declaration of Interest

(A) On appointment and during the currency of the Contract, the Contractor must declare any interest that the Contractor and any of his associated companies may have in any projects or contracts with the Employer if such interest is considered to be in real or apparent conflict with the duties of the Contractor under this Contract or the duties of his associated companies under any contracts with the Employer. The Contractor shall not undertake any services, which could give rise to conflict of interest, except with the prior written

approval of the Employer which approval shall not be unreasonably withheld.

(B) In any case, the Contractor shall not undertake and shall procure that any of his associated companies does not undertake any services for any entity in respect of a contract between that entity and the Employer for which the Contractor is providing a service to the Employer.

## 49 Insurance

### (A) Employees' Compensation Insurance Policy

(i) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, and unless the Assignment Brief otherwise specifies, the Contractor shall at his own expenses warrant to take out and maintain an Employees' Compensation Insurance Policy ("EC policy") covering all liabilities arising from any death of, accident or injury to any workmen or other persons in the employment of the Contractor and any sub-contractor of all tiers and the Employer and/or any related subsidiaries of the Employer shall not be liable for any damages or compensation in respect thereof. Such EC policy shall be maintained during the Contract period and for the whole of the time that such workmen or other persons are employed on the delivery of Goods / Works / Services including the Maintenance Period. 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 effected 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 time to time (including but not limited to those annexed hereto (if any)). The Contractor is encouraged to achieve higher standards where possible.

## 51 Avoidance of Nuisance and Making Good Working Areas

(A) The Contractor shall take all necessary measures to ensure that the Contractor's operations be carried out in such manner as to cause as little inconvenience as possible to 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

(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.

Provision of Typesetting, Printing and Distribution Service  
for "Infrastructure-Education Newspaper"  
for the STEAM Education Portal for the Construction Industry Council  
Ref (621) in P/AE/PUR/AGC

## General Conditions of Contract (S/G)

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 )  
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by )  
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For and on behalf of )  
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