



30 November 2017

Dear Sir / Madam,

Tender Reference No. (332) in P/AE/PUR/AGC
Invitation to Tender for the Supply of One Set of Brand New
Hammer Head Tower Crane for the Construction Industry Council (Re-Tender)

You are invited to submit a tender for the Supply of One Set of Brand New Hammer Head Tower Crane for the Construction Industry Council (Re-Tender) as specified in the tender documents.

1. Your tender proposal, **in copies specified in the tender**, should be submitted in two separate sealed envelopes.
2. The tenderer shall deposit two separate sealed envelopes with labels as specified below into the tender box located at **CIC Headquarters - 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong not later than 12:00 noon on 20 December 2017.** Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Supply of One Set of Brand New Hammer Head Tower Crane for the Construction Industry Council (Re-Tender) "
 - b) Label with "Fee Proposal for Supply of One Set of Brand New Hammer Head Tower Crane for the Construction Industry Council (Re-Tender) "

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

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

4. In the event of Typhoon Signal No. 8 or above, or Black Rainstorm Warning is hoisted on the tender closing date, the closing time will be postponed to 12:00 noon of the next working day.
5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.
6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
7. 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 site visit session **at 10:00 am on 06 December 2017, Tai Po Training Ground, 13 Tai Wah Street, Tai Po, N.T.** Interested tenderers shall complete and return the reply slip in **Appendix G** by fax 2100 9439 or e-mail: rubywong@cic.hk no later than 5:00 pm on 05 December 2017 confirming the attendance of the said site visit session 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>.
10. For queries regarding this tender invitation or/and tender process, please contact Ms. Ruby WONG, Assistant Manager – Procurement, on telephone 2100 9420 or via e-mail: rubywong@cic.hk.

Yours sincerely,



Justin WONG
Manager – Projects & Contracts Administration

Encl.

Checklist for Submission of Tender

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

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

Particulars	<u>Reference</u>
Technical Proposal	
1. Proof to show the tenderer is an authorized agent of the proposed brand of the Hammer Head Tower Crane [Mandatory Requirement]	Conditions of Tender, Appendix A, Clause 1.1.1
2. Curriculum Vitae (CV) of repair and maintenance staff responsible for plant repair and maintenance of the proposed brand of the Hammer Head Tower Crane	Conditions of Tender, Appendix A, Clause 1.1.2
3. Performance pledge for (i) availability of spare parts and (ii) turnaround time for repair and maintenance	Conditions of Tender, Appendix A, Clause 1.1.3
4. Sufficiency of the proposed Hammer Head Tower Crane in meeting the specified technical requirements as stipulated in the Technical Specifications	Conditions of Tender, Appendix A, Clause 1.2.1
5. The number of brand new Hammer Head Tower Crane of the proposed brand delivered to Hong Kong in the past 5 years	Conditions of Tender, Appendix A, Clause 1.2.2
6. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
7. A duly completed Technical Specifications	Technical Specifications
8. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
Fee Proposal	
9. Form of Tender	Conditions of Tender, Appendix C
10. Fee Proposal	Conditions of Tender, Appendix D

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

Construction Industry Council

Supply of One Set of Brand New Hammer Head Tower Crane for the Construction Industry Council (Re-Tender)

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

“Confidential”	Construction Industry Council (CIC) The Tender Box 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong
Technical Proposal	
	Ref. No.: [(332) in P/AE/PUR/AGC] Supply of One Set of Brand New Hammer Head Tower Crane for the Construction Industry Council (Re-Tender)
	Name of Tenderer: _____
	Closing Time and Date: <u>12:00 noon on 20 December 2017</u>



“Confidential”	Construction Industry Council (CIC) The Tender Box 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong
Fee Proposal	
	Ref. No.: [(332) in P/AE/PUR/AGC] Supply of One Set of Brand New Hammer Head Tower Crane for the Construction Industry Council (Re-Tender)
	Name of Tenderer: _____
	Closing Time and Date: <u>12:00 noon on 20 December 2017</u>

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

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

請詳細填寫本申請書並交回：

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

香港九龍觀塘駿業街56號
中海日升中心38樓
建造業議會
採購部

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

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

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

如查詢此表格內的資料，包括查閱途徑及修訂資料，請與上述部門聯絡。

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

(i) Company Name : _____

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

公司名稱：

(中文) 【公司名稱須與商業登記條例(第310章)內所登記的名稱相同】

(ii) Company Address : _____

(English)

公司地址：

(中文)

(iii) E-mail 電子郵件： _____ (iv) Website 網址： _____

(v) Tel. No. 電話號碼： _____ (vi) Fax. No. 圖文傳真號碼： _____

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

為減少紙張用量，除非另作書面要求，所有議會通訊將以電郵傳遞。

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

(i) Company Type 公司類別：

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

(ii) Members of organisation 公司成員：

English Name 英文姓名

Chinese Name 中文姓名

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

* Delete where inappropriate 將不適用者刪去

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

獲授權回答有關投標 / 合約等問題的負責人資料 :

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

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

請貴公司確認是否在分包商註冊制度 (SRS) 下的註冊分包商。

Yes, SRS Number :

是, 分包商註冊制度編號 :

No

不是

PART III - BUSINESS TYPE 第三部 - 業務性質

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

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

Please tick as appropriate 請在適當空格加上

Business Type 業務性質

Type 1 - Supplier

類別一 - 供應商

Trade of Services 服務行業

1 Construction Materials (建築材料)

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

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建造業議會承辦商/供應商登記申請書

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

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建造業議會承辦商/供應商登記申請書

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

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

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

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

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

Application Form for Inclusion in the CIC Vendor List

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

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- | | | | |
|--------------------------|--------------------------|------|--|
| | <input type="checkbox"/> | 7.17 | Testing & Survey - Safety Equipment (安全設備測試及檢查) |
| | <input type="checkbox"/> | 7.18 | Testing & Survey - Testing Materials / Laboratory Services (物料 / 化驗服務測試) |
| | <input type="checkbox"/> | 7.19 | Testing & Survey - Tower Crane (塔式起重機測試及調查) |
| <input type="checkbox"/> | 8 | | Environmental Engineering & Waste Disposal (環保工程及廢物處理) |
| | <input type="checkbox"/> | 8.1 | Asbestos Removal (清理石棉) |
| | <input type="checkbox"/> | 8.2 | Dumping - Construction Materials (建築物廢料處理) |
| | <input type="checkbox"/> | 8.3 | Grease Trap Cleaning & Maintenance (隔油池清洗及保養) |
| | <input type="checkbox"/> | 8.4 | Environment Planning (環保規劃) |
| | <input type="checkbox"/> | 8.5 | Environment Recycling (環保再造) |
| | <input type="checkbox"/> | 8.6 | Sewage Treatment (污水處理) |
| | <input type="checkbox"/> | 8.7 | Tree Risk Assessment (樹木風險評估) |
| | <input type="checkbox"/> | 8.8 | Waste & Scrap Disposal (廢置材料回收) |
| <input type="checkbox"/> | 9 | | Office Furniture & Equipment (辦公室傢俱及設備) |
| | <input type="checkbox"/> | 9.1 | Carpet / Floor Mat (地毯) |
| | <input type="checkbox"/> | 9.2 | CCTV System (閉路電視監控系統) |
| | <input type="checkbox"/> | 9.3 | Chair (椅子) |
| | <input type="checkbox"/> | 9.4 | Cleaning Supplies (清潔用品) |
| | <input type="checkbox"/> | 9.5 | Cleaning Tools (清潔工具) |
| | <input type="checkbox"/> | 9.6 | Clock & Watch (鐘錶) |
| | <input type="checkbox"/> | 9.7 | Communication System (通信系統) |
| | <input type="checkbox"/> | 9.8 | Curtain & Blinds (窗簾及百葉簾) |
| | <input type="checkbox"/> | 9.9 | Doorphone System (門禁系統) |
| | <input type="checkbox"/> | 9.10 | Electric Household Appliance (家用電器) |
| | <input type="checkbox"/> | 9.11 | Filing Cabinet / Locker (文件櫃/儲物櫃) |
| | <input type="checkbox"/> | 9.12 | Glass & Accessory (玻璃及配件) |
| | <input type="checkbox"/> | 9.13 | Ink Cartridges, Toner Cartridges & Ribbons (打印機油墨盒, 碳粉盒及色帶) |
| | <input type="checkbox"/> | 9.14 | Information Display System and Service (資訊顯示系統和服務) |
| | <input type="checkbox"/> | 9.15 | Kitchen Equipment (廚房設備) |
| | <input type="checkbox"/> | 9.16 | Lighting / Bulb (照明/燈泡) |
| | <input type="checkbox"/> | 9.17 | Medicine & Health Supplies (藥物及健康) |
| | <input type="checkbox"/> | 9.18 | Office / Storage Container (辦公室/貯物貨櫃) |
| | <input type="checkbox"/> | 9.19 | Partition Panel and Accessory (屏風及附件) |
| | <input type="checkbox"/> | 9.20 | Paper (紙張) |
| | <input type="checkbox"/> | 9.21 | Paper Shredder / Laminator (碎紙機 / 過膠機) |
| | <input type="checkbox"/> | 9.22 | Pantry Supplies (茶水間用品) |
| | <input type="checkbox"/> | 9.23 | Paper Towels & Tissues (紙巾及廁紙) |
| | <input type="checkbox"/> | 9.24 | Sign (門牌) |
| | <input type="checkbox"/> | 9.25 | Stage & Accessory (舞台用品) |
| | <input type="checkbox"/> | 9.26 | Stationery (文具) |
| | <input type="checkbox"/> | 9.27 | Steel Desk (鋼枱) |
| | <input type="checkbox"/> | 9.28 | Wall Board Assembly (組合壁板) |
| | <input type="checkbox"/> | 9.29 | Water Dispenser & Service (飲水機及服務) |
| | <input type="checkbox"/> | 9.30 | Wooden Desk (木枱) |
| <input type="checkbox"/> | 10 | | Printing & Photocopying Services (印刷及複印服務) |
| | <input type="checkbox"/> | 10.1 | Printing of Annual Report (印刷年報) |
| | <input type="checkbox"/> | 10.2 | Printing of Aluminium Roll-Up Screen (印製易拉架) |
| | <input type="checkbox"/> | 10.3 | Printing of Booklet & Handouts (印刷小冊子及講義) |
| | <input type="checkbox"/> | 10.4 | Printing of Certificate (印刷證書) |
| | <input type="checkbox"/> | 10.5 | Printing of Company Letterhead Materials (印刷公司印刷品) |
| | <input type="checkbox"/> | 10.6 | Printing of Flag / Banner (印製旗/旗幟) |

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

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- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | 13.12 | Uniform (制服) |
| | <input type="checkbox"/> | 13.13 Walkie Talkie (對講機) |
| <input type="checkbox"/> | 14 | General Services (一般服務) |
| | <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) |
| <input type="checkbox"/> | 15 | Professional Services (專業服務) |
| | <input type="checkbox"/> | 15.1 Agency Services (代理服務) |
| | <input type="checkbox"/> | 15.2 Consultancy Services (顧問服務) |
| | <input type="checkbox"/> | 15.3 Auditing Services (審計服務) |
| | <input type="checkbox"/> | 15.4 Building Information Modeling (BIM) (建築訊息模型) |
| | <input type="checkbox"/> | 15.5 Certificate Services (認證服務) |
| | <input type="checkbox"/> | 15.6 Counseling Services (輔導服務) |
| | <input type="checkbox"/> | 15.7 Human Resources Services (人力資源服務) |
| | <input type="checkbox"/> | 15.8 Insurance - General Insurance (一般保險) |

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

Type 2 - Construction Contractor

- 類別二 - 建築工程承辦商
- 1 Contractors – Air-conditioning & Ventilation (空調及通風)
 - 2 Contractors – Building Information Modeling (建築訊息模型)
 - 3 Contractors – Carpark System (停車場系統)
 - 4 Contractors – Curtain / Blind / Carpet Tile/ Floor Finishes (窗簾/簾/方塊地毯/ 地板)
 - 5 Contractors – Design & Construction (設計及施工工程)
 - 6 Contractors – Demolishment Work (拆除工程)
 - 7 Contractors – Electrical (電工工程)
 - 8 Contractors – External Wall (外牆工程)
 - 9 Contractors – Facility Security (設備保安)
 - 10 Contractors – Civil, Foundation & Geotechnical (土木, 地基及土力工程)
 - 11 Contractors – Fire Service Facilities & Equipment (消防設施及設備工程)
 - 12 Contractors – Gas & Oil (煤油及石油氣工程)
 - 13 Contractors – Glass (玻璃工程)
 - 14 Contractors – Grass Cutting (剪草)
 - 15 Contractors – Kitchen Equipment & Facilities (廚房設備及設施工程)
 - 16 Contractors – Lift & Escalator (電梯及扶手電梯)
 - 17 Contractors – Platform (平台)
 - 18 Contractors – Plumbing & Drainage (水務工程)
 - 19 Contractors – Playground Equipment (遊樂場設備)
 - 20 Contractors – Scaffolding Work (建築棚架工程)
 - 21 Contractors – Steel Door Work (鋼門工程)
 - 22 Contractors – Structure Repair (結構修復工程)
 - 23 Contractors – Steel Structural Work (鋼鐵結構工程)
 - 24 Contractors – Waterproof (防水工程)
 - 25 Contractors – Windows (窗戶工程)
 - 26 Contractors – Wooden Door Work (木門工程)
 - 27 Contractors – Workshop Equipment & Facilities (測試場設備及設施工程)

Type 3 - Others

類別三 - 其他

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

- 3.1 _____

- 3.2 _____

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

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

(1) _____	(2) _____
(3) _____	(4) _____

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

Type 1 - Supplier (類別一 - 供應商)

- (i) Please attach a copy of the valid Business Registration Certificate for our reference and record.
請寄交有效的商業登記證文件副本以供參考和存照。
- (ii) Please attach one set of relevant product / service catalogue(s) for our consideration.
請夾附最少一份有關產品 / 服務目錄以供參閱。

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

- (i) Please attach a copy of the valid Business Registration Certificate for our reference and record.
請寄交有效的商業登記證文件副本以供參考和存照。
- (ii) Please attach one set of relevant product / service catalogue(s) for our consideration.
請夾附最少一份有關產品 / 服務目錄以供參閱。
- (iii) Please attach company profile
請夾附公司簡介
- (iv) Please attach past 2 years financial report
請夾附最近兩年之財務報表
- (v) Please attach the past 3 years relevant job reference with the contract amount for each selected category(s)
請夾附最近三年每個選定類別之相關工作參考及合同金額
- (vi) Please attach relevant construction works licence(s)
請夾附有關工程牌照
- (vii) Please attach Quality Assurance policy
請夾附質量保證政策
- (viii) Please attach Health and Safety policy
請夾附健康及安全政策
- (ix) Please attached Quality Management System certification(s) (if any)
請夾附品質管理系統認證 (如有)
- (x) Reference/ Appreciation Letter(s) (if any)
請夾附參考 / 感謝信 (如有)

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

PART V - CERTIFICATION 第五部 - 證明

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

- (1) CIC will use the provided information for the purpose of processing this registration form and dealing with our procurement-related matters.
提供的資料會用作本議會處理有關申請登記成為本議會之承辦商/供應商及與採購相關的事宜。
- (2) Under the provisions of the Personal Data (Privacy) Ordinance, you have the right to request access to or correction of personal data. Written requests should be addressed to CIC.
根據個人資料(私隱)條例, 你有權要求查閱和更改個人資料, 有關申請須以書面向本議會提出。
- (3) CIC will not be able to process and consider incomplete forms.
如果資料有任何遺漏, 本議會將不能處理本表格事宜。

(ii) Declaration 聲明

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

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

本人謹代表上述公司, 申請登記成為建造業議會承辦商/供應商。



(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 Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

DOCUMENT CHECKLIST 文件核對表

Please enclosed the following items (請夾附以下文件):

Type 1 - Supplier (類別一 - 供應商)

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

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

- Completed application form for inclusion in the CIC Vendor List (Form PRO-01)
已填妥建造業議會承辦商/供應商登記申請書
- Copy of valid Business Registration Certificate
有效的商業登記證文件副本
- Relevant product / service catalogue(s)
有關產品 / 服務目錄
- Company profile
公司簡介
- Past 2 years financial report
最近兩年之財務報表
- Past 3 years relevant job reference with the contract amount under each selected item category(s)
最近三年每個選定類別之相關工作參考及合同金額
- Relevant construction works licence(s)
有關工程牌照
- Quality Assurance policy
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

Supply of One Set of
Brand New Hammer Head Tower Crane
(塔式起重機)

for

the Construction Industry Council
(Re-Tender)

Employer

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

November 2017

Supply of One Set of Brand New Hammer Head Tower Crane (塔式起重機)

for
the Construction Industry Council (Re-Tender)

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Conditions of Tender

for

Supply of One Set of
Brand New Hammer Head Tower Crane
(塔式起重機)

for

the Construction Industry Council

(Re-Tender)

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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) Technical Specifications;
 - d) Memorandum of Agreement;
 - e) General Conditions of Employment;
 - f) CIC's General Conditions of Contract and Guidelines for Works or Services (1b).

2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the "CIC") to submit proposal and bid for the supply of One Set of Brand New Hammer Head Tower Crane (include internal & external climbing section and ballast) for the CIC. Further details are given in the **Technical Specifications**.
- 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 the 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 this letter with his tender, his tender will not be considered.
- 4.2 If CIC's participation is required, the tenderer should clearly state the details and the expected resources, skills, level of participation, responsibilities, and duration.
- 4.3 The tenderer shall state in his proposals the implementation plan of delivering the deliverables as described in the **Technical Specifications**.
- 4.4 The tenderer must submit his offer in Hong Kong Dollars. **OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.**
- a) The tenderer is required to submit the completed **Form of Tender as per Appendix C** of the Conditions of Tender.
 - b) In addition, the tenderer is required to submit **the Fee Proposal** using the prescribed form provided in **Appendix D** of the Conditions of Tender. There shall be no adjustment for any price fluctuations; and
 - c) The tenderer should ensure that the fee quoted is accurate before submitting the tender. Under no circumstances will the CIC accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.
- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender and the letter annexed in **Appendix B** and mentioned in Clause 4.27 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, the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as "fee proposal") and the completed Pricing Schedule in a separate envelope. Failure to do so will render the tender void.
- 4.6 The tenderer shall submit THREE (3) hard copies and corresponding files in electronic form (e.g. in MS Word 2003 / MS Excel 2003 / PDF format) stored in an electronic medium (eg: CD-ROM) of the technical proposal in a sealed envelope marked "Technical Proposal" and TWO (2) hard copies of the fee proposal in a separate sealed envelope marked "Fee Proposal" clearly indicating the tenderer's name and tender title. In the event of discrepancies between original and electronic versions of the Tender Submission, the former shall prevail.
- 4.7 Tender should be submitted to the Tender Box of CIC at **38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong** by 12:00 noon on 20 December 2017. Late submission will NOT be considered. Failure to do so shall render the tender void.

- 4.8 In the event that a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
- 4.10 The CIC may reject a tender which is unreasonably low in terms of price and may therefore affect the tenderer's capability in delivering the deliverables in accordance with the Technical Specifications.
- 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 180 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.
- 4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender. The CIC reserves the right to accept or omit any individual item or whole section of a tender without price alteration to the items or sections accepted. The tenderer hereby acknowledges that there will not be any loss of profit claim as a result of the reduction in the scope of works.
- 4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.
- 4.15 Tenderer should ascertain the prices quoted are accurate before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.
- 4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.
- 4.18 The tendered sum will be regarded as a lump sum tender and will not be amended for errors found in the examination of tenders.
- 4.19 Should examination of a tender reveal errors of such magnitude as in the opinion of the Employer would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender.
- 4.20 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform the CIC at once and have the same rectified.

- 4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the CIC in order that correct meaning may be decided before the date for submission of tender.
- 4.22 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.
- 4.23 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.
- 4.24 Tenderer shall comply with the CIC's General Conditions of Contract and Guidelines for Works or Services. The tender price shall deem to be included all cost incurred.
- 4.25 Any qualification of tender or of the tender documents may cause the tender to be disqualified.
- 4.26 No unauthorised alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered.
- 4.27 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 authorised to sign CIC contracts on the tenderers's behalf.
- (4) The tenderer shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.
- 4.28 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.
- 4.29 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.
- 4.31 **The Items marked as 'Mandatory Requirements' are particulars that MUST be submitted under the Technical Proposal. In the event that a tenderer does not meet the mandatory requirements in the tender submission, his tender may not be considered for tender evaluation.**

5 Tender Briefing and Site Visit Session

- 5.1 Tenderer is invited to attend a tender briefing session and site visit at the time and place as stated in the tender invitation. Interested tenderers should e-mail to the Subject Officer at least 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 CIC's arrangement.
- 5.2 The CIC may record the queries raised by the tenderers attending the tender briefing and may issue a Replies to Tender Queries to all tenderers for information.

6 Tender Evaluation

- 6.1 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.

7 Tenderer's Commitment

- 7.1 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.
- 7.2 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 Technical Specifications.
- 7.3 Tender shall remain valid and open for acceptance for **180 days** after the tender closing date.

8 Amendments

- 8.1 The CIC reserves the right to amend or withdraw the Technical Specifications before acceptance of a tender.
- 8.2 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.

9 Award of Contract

- 9.1 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.
- 9.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.

- 9.3 In order to ensure the fairness of the tender process, all answers to tender queries / tender clarifications 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.

10 Rights to Exercise

- 10.1 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.

11 Submitted Documents

- 11.1 All submitted documents will not be returned.

12 Enquiries

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

Ms Ruby WONG
Assistant Manager – Procurement Department
Construction Industry Council
38/F, COS Centre,
56 Tsun Yip Street, Kwun Tong,
Kowloon, Hong Kong

Tel : (852) 2100-9420
Fax: (852) 2100-9439
Email: rubywong@cic.hk

**To be included
in
Technical Proposal**

APPENDIX A – Details for Submission of Tender

1. Tenderer’s Background, Resource and Experience

The tenderer is required to provide all details, including but not limited to, the following documents as described therein.

1.1 Section I : Experience and Technical Resource of Tenderer

1.1.1 Proof to show the tenderer is the authorized agent of the proposed brand of the New Hammer Head Tower Crane in Hong Kong ;

1.1.2 The Curriculum Vitae (CV) of repair and maintenance staff responsible for plant repair and maintenance of the proposed brand of the New Hammer Head Tower Crane;

1.1.3 Performance pledge for (i) availability of spare parts & (ii) turnaround time for repair and maintenance.

1.2 Section II : Tenderer’s Proposal

1.2.1 Sufficiency of the proposed Hammer Head Tower Crane in meeting the specified technical requirement as stipulated in the Technical Specifications;

1.2.2 The number of Brand New Hammer Head Tower Crane of the proposed brand delivered to Hong Kong in the past 5 years.

2. Documents and Information to be submitted by the Tenderer

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

Particulars	<u>Reference</u>
Technical Proposal	
(1) Proof to show the tenderer is an authorized agent of the proposed brand of the Hammer Head Tower Crane [Mandatory Requirement]	Conditions of Tender, Appendix A, Clause 1.1.1
(2) Curriculum Vitae (CV) of repair and maintenance staff responsible for plant repair and maintenance of the proposed brand of the Hammer Head Tower Crane	Conditions of Tender, Appendix A, Clause 1.1.2
(3) Performance pledge for (i) availability of spare parts and (ii) turnaround time for repair and maintenance	Conditions of Tender, Appendix A, Clause 1.1.3
(4) Sufficiency of the proposed Hammer Head Tower Crane in meeting the specified technical requirements as stipulated in the Technical Specifications	Conditions of Tender, Appendix A, Clause 1.2.1
(5) The number of brand new Hammer Head Tower Crane of the proposed brand delivered to Hong Kong in the past 5 years	Conditions of Tender, Appendix A, Clause 1.2.2
(6) A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
(7) A duly completed Technical Specifications	Technical Specifications
(8) All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
Fee Proposal	
(9) Form of Tender	Conditions of Tender, Appendix C
(10) Fee Proposal	Conditions of Tender, Appendix D

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

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

**To be included
in
Technical Proposal**

To: Construction Industry Council (CIC)

Date:

Tender Title:

Dear Sir/Madam,

Tender Ref: (332) in P/AE/PUR/AGC

Tender Title: Supply of One Set of Brand New Hammer Head Tower Crane
(Re-Tender)

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

(
address of the tenderer)]¹,

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 4.27.

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

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

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

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

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

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

Signed for and on behalf of [_____]

name of the tenderer

by [_____]²:

name and position of the signatory

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

Note:

* Delete as appropriate

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

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

APPENDIX C – Form of Tender

**To be included
in
Fee Proposal**

FORM OF TENDER
FOR
SUPPLY OF ONE SET OF BRAND NEW HAMMER HEAD TOWER CRANE
FOR
THE CONSTRUCTION INDUSTRY COUNCIL (RE-TENDER)

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

Dear Sirs,

1. Having examined the Conditions of Tender, Appendices to Conditions of Tender, Technical Specifications, Memorandum of Agreement, General Conditions of Employment, and CIC’s General Conditions of Contract and Guidelines for Works or Services (1b) 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, Technical Specifications, and CIC’s General Conditions of Contract and Guidelines for Works or Services (1b) and the tender proposals submitted herewith within _____ Calendar Days including Sundays and Public Holidays from the date of contract awarded and for the sum of Hong Kong Dollars.....
.....(HK\$.....) (not being subject to fluctuations in labour and material costs) or such sums as may be ascertained in accordance with the Conditions of Employment.
2. We agree to abide by this tender and not to withdraw it for a period of 180 days from the date fixed for receiving it and including that date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof subject to the provisions of Clause 2 hereof shall constitute a binding Contract between us.

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

Signature _____

In the capacity of _____

Duly authorized to sign tenders for and on behalf of * _____

Registered Address of the Firm

Date _____

Witness _____

Address _____

Occupation

Date _____

Business Registration Certification No. _____

Name of Partner(s)

Residential Address of Partner(s)

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

APPENDIX D – Fee Proposal

**To be included
in
Fee Proposal**

FEE PROPOSAL FOR
SUPPLY OF ONE SET OF BRAND NEW HAMMER HEAD TOWER
CRANE FOR
THE CONSTRUCTION INDUSTRY COUNCIL (RE-TENDER)

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 Technical Specifications.

The tender price submitted as per the Pricing Schedule of the Tender is deemed to be inclusive of the execution of the Works in accordance with the submissions on technical proposal. For the avoidance of doubt, the Contractor shall not be entitled to any additional payment or extension of time for supply of One Set of Brand New Hammer Head Tower Crane in a manner which differs from the technical submission on technical resources and technical proposals.

Tenderer should note that Liquidated Damages of \$5,000 per day will be deducted if the tenderer cannot deliver the Hammer Head Crane within 6 months after the confirmation of contract or other specified period agreed by the CIC.

Pricing Schedule for the Supply of One Set of Brand New Hammer Head Tower Crane for Construction Industry Council :

Item	Description	Tenderer's Offer	Amount (HK\$)
1.	<p><u>Brand New Hammer Head Tower Crane (One Set)</u></p> <p>All Specifications should follow the Technical Specifications in the Contract</p>	<p>Brand :</p> <p>Model no.:</p> <p>Origin:</p>	
2	<p><u>Trade-in Hammer Head Tower Crane (One Set)</u></p> <p>Tenderer is required to trade-in one set of hammer head tower crane (model is shown below) in CIC Tai Po Training Ground and deduct the cost from their tender price.</p> <p>i. Model: SCM 四川建機 Capacity: 0-Ton Production Date: 1997 For details please take a site visit at Tai Po Training Ground</p>	(Deduct)	
		Net:	

Delivery Location of the One Set of Brand New Hammer Head Tower Crane :

Construction Industry Council
Tai Po Training Ground,
13 Dai Wai Street,
Tai Po, New Territories

Company Name: _____

Company Chop : _____

Authorized Signatre : _____

Date : _____

Name: ()

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.

Payment Schedule

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:

Table 1 - Detailed breakdown for the percentage of payment

Item	Description of Deliverables	Payment Schedule (%)
1	Delivery of the proposed One Set of Brand New Hammer Head Tower Crane to the CIC Tai Po Training Ground AND trading-in one set of hammer head tower crane from CIC Tai Po Training Ground	55
2	Upon completion of necessary Test and Certification to the satisfaction of the CIC	40
3	Upon completion of 1-year on-site warranty	2.5
4	Upon completion of 2-year on-site warranty	2.5
Total:		100

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 4.27 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**, the Fee Proposal using the prescribed form provided in **Appendix D of the Conditions of Tender** and the completed pricing schedule in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.
- 1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.
- 1.3 The pre-determined weights for technical and fee assessments are 30% and 70% respectively.
- 1.4 If the technical assessment mark in Table 1 below is less than 60% of the maximum marks, the tender proposal will be rejected and will NOT be further assessed and its fee proposal envelope will NOT be opened.
- 1.5 The rejected tender proposal will NOT be included in the weighted technical assessment score formula in Clause 2.2 and the weighted fee assessment score formula in Clause 3.2 below. The CIC reserves its right to cancel this tender exercise and re-tender thereof without further notice to the tenderer.
- 1.6 An assessment panel will be established for tender evaluation. The proposal received will be evaluated in accordance with the requirements in this Appendix.

2. TECHNICAL EVALUATION

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

Table 1 – Technical assessment marking scheme

	Assessment Criteria	Maximum Marks
Section I Experience and Technical Resources of Tenderer		
1	Is the tenderer an authorized agent of the proposed Brand New Hammer Head Tower Crane in Hong Kong?	5%
2	The Curriculum Vitae (CV) of repair and maintenance staff responsible for plant repair and maintenance of the proposed Brand New Hammer Head Tower Crane;	10%
3	Performance pledge for:- (i) availability of spare parts (5%) (ii) turnaround time for repair and maintenance (5%)	10%
Section II Tenderer's Proposal		
4	Compliance of the proposed Brand New Hammer Head Tower Crane as stipulated in Technical Specifications ● MUST have a tick “✓” on the items marked with “⊕”.(40%) ● Others (25%)	65%
5	The number of Brand New Hammer Head Tower Crane of the proposed brand delivered to Hong Kong in the past 5 years.	10%
	Total:	100%

If the technical assessment mark is less than 60% of maximum marks, the tender proposal will be rejected and will NOT be further assessed and its fee proposal envelope will NOT be opened.

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

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

3. FEE EVALUATION

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

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

4. CALCULATION OF COMBINED SCORES

- 4.1 The combined assessment score of a tender proposal shall be the sum of the weighted technical assessment score (Cl.2.2) and the weighted fee assessment score (Cl.3.2).
- 4.2 The tender proposal with the highest combined score will be recommended for contract award.

APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (332) in P/AE/PUR/AGC, Closing Date: 20 December 2017), I/we regret that I am/we are unable to bid due to the following reason(s):

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

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

- Invitation document contains insufficient details.
Suggested supplementary details: _____

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

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

- Not interested in this type of service.

- Working at full capacity at the moment.

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

Signature : _____

Full Name of Contact Person : _____

Position : _____

Name of Company : _____

Telephone No. : _____

Fax No. : _____

E-mail : _____

Date : _____

Note:

- 1) Please return the completed reply slip to fax no: 2100 9439 no later than 12:00 p.m. on 20 December 2017.
- 2) Please contact Ms. Ruby WONG at Tele: 2100 9420 or email: rubywong@cic.hk for any enquiry.

APPENDIX G – Reply Slip for Tender Briefing

I/We would like to attend the tender briefing for the Supply of One Set of Brand New Hammer Head Tower Crane at 10:00 a.m. on 6 December 2017 at Tai Po Training Ground, 13 Dai Wai Street, Tai Po, New Territories.

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

Note:

1. Each Tenderer shall register three attendees at most.
2. Please return the completed reply slip to fax no: 2100 9439 no later than 5:00 p.m. on 5 December 2017.
3. Please contact Ms. Ruby WONG at Tele: 2100 9420 or email: rubywong@cic.hk for any enquiry.

Technical Specifications
for
Supply of One Set of Brand New
Hammer Head Tower Crane
(塔式起重機)
for
the Construction Industry Council
(Re-Tender)
November 2017

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1 Technical Specifications

1.1 Tenderer **MUST** have a tick “✓” on the items marked with “⊕” . Failure to comply any one of the items marked with “⊕” will render their tender void and will not considered by the CIC.

1.2 Tenderer is required to read through the Technical Specifications below carefully and inserted a tick “✓” to indicate that they have checked those items. Tenderer will lose marks for the part of technical assessment if they fail to comply with any one of the items below.

Item		Description	Checked and compiled with
1		<p>Supply of Supply of One Set of Brand New Hammer Head Tower Crane (Include internal & external climbing section and ballast)</p> <p>Specifications of Tower Crane</p> <p>i) Lifting capacity: ≥ 2.5 tons @ 40m</p> <p>ii) Max. lifting capacity: 8 tons</p> <p>iii) Jib length: ≥ 40m</p> <p>iv) Height under hook:26m</p> <p>v) Hoisting mechanism to be equipped with frequency Convertor system (400m long wire and speed 20m/min), the hoisting control with 5 speed Shift selector.</p> <p>vi) The trolley control with 3 speed shift selector</p> <p>vii) The slewing mechanism control lever to be equipped with stepless variable speed control system</p> <p>viii) The hook to be change 2 fall or 4 fall.</p> <p>ix) Driver cabin to be equipped with heat isolation material and sun tinned safety glass</p> <p>x) Air conditioner capacity 12000 B.T.U</p>	<p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>

Item		Description	Checked and compiled with
		xi) Colour of the crane and CIC logo, according to CIC's requirement xii) CIC logo to be posted on outside of driver cabin and the counter jib	<input type="checkbox"/> <input type="checkbox"/>
2		Safety device i) Automatic safety load indicator ii) To be equipped with any other tower crane safety device which complied with Factories & Industrial Undertakings (Lifting Appliances and Lifting Gear) Regulations iii) Anemometer iv) Lightning conductor (Complied with HK Regulations)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3		Manuals: i) 3 sets operation manual ii) 3 sets maintenance manual iii) 3 sets part manual iv) 3 sets erection, dismantling and climbing operation manual v) All manuals should be English and Chinese	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
4	⊕	Provision of Training (Selective) a Provide ____ days training on site (Tai Po Training Ground) b Provide ____ days training at Manufacturer Training Center / Training Ground Location: _____ (if oversea need to provide all transportation and accommodation arrangement)	<input type="checkbox"/> <input type="checkbox"/>

Item		Description	Checked and compiled with
5		Inspection (commissioning and testing) before delivery Provide ____ days inspection (commissioning and testing) on site with full report and certificate (Tai Po Training Ground) Provide ____ days inspection (commissioning and testing) at Manufacturer factory with full report and certificate Location: _____ (if oversea need to provide all transportation and accommodation arrangement)	<input type="checkbox"/> <input type="checkbox"/>
6	⊕	Trade-in services i Model: SCM 四川建機, Quantities : 1	<input type="checkbox"/>
7		Maintenance period: i) 24 months fully warranty ii) Per 6 months regular check, all the parts and labour are included iii) Provide 24 hours emergency services at fully warranty period	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8		Delivery location: No. 13, Dai Wai Street, Tai Po, N.T Construction Industry Council, Tai Po Training Ground	<input type="checkbox"/>
9		Delivery date: After purchase order confirmation not more than 6 months	<input type="checkbox"/>

Delivery Location of
the One Set of Brand New
Hammer Head Tower Crane:

Construction Industry Council
Tai Po Training Ground
No. 13, Dai Wai Street,
Tai Po, New Territories

Company Name: _____

Company Chop: _____

Authorized Signature: _____

Date: _____

Name: ()

Memorandum of Agreement

for

Supply of One Set of
Brand New Hammer Head Tower Crane
(塔式起重機)

for

the Construction Industry Council
(Re-Tender)

November 2017

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To be Signed by a Contractor

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the _____ day of _____
2017 BETWEEN THE CONSTRUCTION INDUSTRY COUNCIL of ¹ _____
_____ (hereinafter called “the Employer”) of the
one part and ² _____
_____ of ³ _____ (hereinafter
called “the Contractor”) of the other part WHEREAS the Employer requires the
Contractor to execute, complete and maintain the whole of the said works (for Contractor)
in respect of Supply of One Set of Brand New Hammer Head Tower Crane for the
Employer (hereinafter called “the Assignment”) and details of which are set out in the
Technical Specifications annexed hereto AND WHEREAS the Contractor has agreed to
complete the works in accordance with the Technical Specifications, Conditions of
Employment annexed hereto (hereinafter referred to as “the Conditions”), and subject to
the payment to him by the Employer of the fees and other payments set out in the Fee
Proposal and the Conditions annexed hereto.

NOW THEREFORE IT IS AGREED AS FOLLOWS :-

1. This Agreement shall comprise :-
 - (a) Conditions of Tender and Appendices
 - (b) Form of Tender
 - (c) CIC’s General Conditions of Contract and Guidelines for Works or Services (1b)
 - (d) Technical Specifications
 - (e) Technical Proposal and Fee Proposal
 - (f) General Conditions of Employment
 - (g) Any relevant correspondenceall of which are annexed hereto.
2. The Director for the purposes of this Agreement shall be ⁴ _____

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

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

SIGNED for and on behalf of)
the Employer by ⁶)
)
)

in the presence of
Signature, name and address

(a) SIGNED for and on behalf of)
the Contractor by ⁷)
)
)

in the presence of
Signature, name and address

OR

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

in the presence of
Signature, name and address

OR

(c) SIGNED on behalf of the Contractor by ⁸)
)
)
)
)

in the presence of
Signature, name and address

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

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

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

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

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

General Conditions of Employment

for

Supply of One Set of Brand
New Hammer Head Tower Crane
(塔式起重機)

for

the Construction Industry Council
(Re-Tender)

November 2017

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General Conditions of Employment for
Supply of One Set of Brand New Hammer Head Tower Crane
for the Construction Industry Council

1 Definitions

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

“Agreement” means and includes the Memorandum of Agreement, Conditions of Employment for Supply of One Set of Brand New Hammer Head Tower Crane for the Construction Industry Council, the Technical Specifications, 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 Technical Specification.

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

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

“Deliverables” means all the reports, drawings, documents, software, certificates and other items described in the Technical Specifications which are to be produced by the Contractor under the Assignment.

“Director” means the person designated in the Memorandum of Agreement to act as the Director or such other person as may be appointed from time to time by the Employer and notified in writing to the Contractor to act as the Director for the purposes of this Agreement and the person so designated or appointed.

“Employer” means the Construction Industry Council.

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

“Project” means the scheme described in the Technical Specifications, of which the Assignment forms a part.

“Services” means duties, work, services, surveys and investigations to be carried out and obligations to be fulfilled by the Contractor under this Agreement.

2 Singular and Plural

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

3 Marginal Headings

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

4 Laws

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

5 Interpretation

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

6 Memorandum of Agreement

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

7 Documents Mutually Explanatory

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

8 Use of English Language and Metric Units

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

9 Confidentiality

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

10 Information to be supplied by the Employer

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

11 Information to be supplied by the Contractors

The Contractor shall keep the Employer informed on all matters related to the Assignment within the knowledge of the Contractor including details of all staff employed by them in the performance of the Services and shall answer all reasonable enquiries received from the Employer and render reports at reasonable intervals when asked to do so and shall assist the Employer to form an opinion as to the manner in which they are proceeding with the Assignment.

12 Retention of Documents and Audit Inspection

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

13 Attendance at Meetings

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

14 Facilities for Inspection

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

15 Approval of Documents

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

16 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 and, subject to any limitations imposed by the Employer in any letter of authority granted by him, such other person to whom the Employer may delegate his powers.

17 Amendments to the Contract Conditions

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

18 Written Approval

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

19 Consultation

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

20 Response to Queries

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

21 Exclusive Ownership

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

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

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

22 Care and Diligence

- (A) The Contractor shall exercise all reasonable professional skill, care and diligence in the performance of all and singular the Services and, in so far as his duties are discretionary, shall act fairly between the Employers and any third party.
- (B) The 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 the performance of the Services.
- (C) 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, of the Services.
- (D) In the event of any errors or omissions for which the Contractor is responsible and as a result of which the re-execution of the Services is required, the Contractor shall, without relieving any liability and obligation under the Agreement, at his own cost re-execute such Services to the satisfaction of the Employer.

23 Instruction and Procedure

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

24 Approval for Variations and Claims

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

25 Referral of Variations and Claims

(A) Notwithstanding the requirements of Clause 24 the Contractor shall:

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

(B) The foregoing referrals and reporting to the Employer shall be in writing.

26 Programme to be Submitted and Agreed

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

27 Payment

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

28 Fees to be Inclusive

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

29 Payment in Hong Kong Dollars

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

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

Not used.

31 Payment of Accounts

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

32 Rendering of Accounts

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

33 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 this Agreement resulting from:

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

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

34 Reduction of Lump Sum Fees

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

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

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

35 Notifications and Payment for Delays

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

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

36 Resident Site Staff (not used)

Not used.

37 Non-Assignment

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

38 Employment and Replacement of Sub-contractors

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

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

39 Liability of Contractor for acts and default of sub-contractors

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

40 Publicity relating to contract works (not used)

Not used.

41 Suspension, resumption or termination

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

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

42 Special Risks (not used)

Not used.

43 Appeal to Director

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

44 Settlement of Disputes

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

45 Prevention of Bribery

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

46 Declaration of Interest

- (A) On appointment and during the currency of this Agreement, the 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 Employer which approval shall not be unreasonable withheld.
- (B) In any case, the Contractor or any of his associated companies shall not undertake any services for a Contractor in respect of a contract between that Contractor and the Employer for which the Contractor is providing a service to the Employer.

47 Insurance

- (A) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 22 the Contractor shall, as from the date of commencement of this Agreement, and thereafter, maintain an insurance cover to meet any claims that may be made by the Employer in respect of any negligence in or about the conduct of and performance by the Contractor, his servants and agents of all and singular the Services.
- (B) 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 (A) of this Clause, the Employer may approve alternative arrangements.
- (C) The foregoing insurance policy or policies shall be affected with an insurer (or insurers) and in terms acceptable to the Employer. Throughout the period of insurance the 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 force.
- (D) The amount of insurance cover as mentioned in sub-clause (A) of this Clause shall be a minimum of HK\$30 million.

48 Safety Precaution

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

49 Avoidance of Nuisance and Making Good Working Areas

- (A) All Contractor's operations shall be carried out in such a manner as to cause as little inconvenience as possible to residents, the public or the operation of construction sites. The 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 against any claim arising from default of the Contractor in this respect.

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

50 Disclosure of Information

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

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

51 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 when providing service in relation to this Assignment.
- (B) 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 Assignment.
- (C) 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 Assignment.
- (D) The Contractor shall take adequate measures to protect any confidential / privileged information entrusted or obtained in relation to this Assignment; and his employees must not disclose to a third party any such information without prior consent from the Employer.

52 Probity

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

53 Copyright

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

54 Contractor's Claims for Extras

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

55 Commencement of the Works

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

56 Time for Completion

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

57 Liquidated Damages

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

58 Completion of the Works

- (A) When the Works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may serve notice in writing to that effect to the Employer, accompanied by an undertaking to carry out any outstanding work during the Defects Liability Period, requesting the Employer to issue a certificate of completion in respect of the Works. The Employer shall, within 21 days of the date of receipt of such notice either:
- (i) issue a certificate of completion stating the date on which, in the Employer's opinion, the Works were substantially completed in accordance with the Contract and the Defects Liability Period shall commence on the day following the date of completion stated in such

certificate, or

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

- (F) Any certificate of completion given in accordance with this Clause in respect of any Section or part of the Works shall not be deemed to certify completion of any ground or surface requiring reinstatement unless the certificate shall expressly so state.

59 Variations

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

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

60 Valuation of Variations

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

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

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

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

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

61 Rights of Third Parties

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

CIC's General Conditions of Contract and
Guidelines for Works or Services (1b)

for

Supply of One Set of

Brand New Hammer Head Tower Crane

(塔式起重機)

for

the Construction Industry Council

(Re-Tender)

November 2017

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General Conditions of Contract and Guidelines for Works or Services

A. General Conditions of Contract

1. "Contractor" means the person who enters into the contract with the Construction Industry Council or the person or service provider whose quotation has been accepted.
2. "Contract" means the contract, purchase order or letter of acceptance herein including the contents of the Schedule and these general conditions.
3. The Works / Services and Variation
 - (a) The works to be undertaken or services to be performed under this Contract shall be as laid down in the Quotation and Special conditions (if any) and shall be carried out to the satisfaction of Construction Industry Council.
 - (b) The Contractor shall not extend the works / services beyond the requirements specified in the Schedule except as directed in writing by Construction Industry Council; but Construction Industry Council may, at any time during the Contract period by notice in writing direct the Contractor to alter, amend, omit, add to, or otherwise vary any of the Works / Services and/or the Contract period, and the Contractor shall carry out such variations, and be bound by the same conditions, so far as are applicable, as though the said variations were stated in the Schedule.
 - (c) Where a variation has been made to this Contract the amount to be added to or deducted from the Contract price in accordance with that variation shall be determined in accordance with the discounted rates specified in the Schedule so far as the same may be applicable and where rates are not contained in the said Schedule, or are not applicable, such amount shall be such sum as is reasonable in the circumstances. In any circumstances, such amount should be subject to the approval of Construction Industry Council.
4. Assignment
The Contractor shall not, without the written consent of Construction Industry Council, assign or otherwise transfer any part of this Contract, and the performance of this Contract by the Contractor shall be deemed to be personal to him.
5. Quality of Works / Services
The works / services shall be as specified in the Schedule and shall fulfill all the conditions and terms of any drawings and specifications (if any) supplied to the Contractor.
6. Compliance with the laws of Hong Kong Special Administrative Region and Valid Licences
The Contractor has to comply with all laws of Hong Kong Special Administrative Region. The Contractor shall not employ illegal workers or any person who are forbidden by the laws of Hong Kong Special Administrative Region or not entitled for whatever reasons to undertake any employment in Hong Kong Special Administrative Region in the execution of this Contract. The Contractor should hold valid licences when performing relevant work if required by law. If there is any breach of this clause, Construction Industry Council may terminate this Contract and the Contractor is not entitled to claim any compensation. The Contractor shall be liable for all financial loss or expenses necessarily incurred by Construction Industry Council as a result of the termination of this Contract.
7. Inspection, Rejection and Acceptance
 - (a) The Works undertaken or Services performed shall be subject to inspection by Construction Industry Council who may at its own discretion terminate this Contract or withhold payment unless the works / services have been performed in accordance with the terms and conditions of this Contract and to the satisfaction of Construction Industry Council. Upon breach of any essential terms and conditions of this Contract by the Contractor, including but not limited to failure to comply with the performance requirements in accordance with the Schedule, Construction Industry Council shall have the right to reject unsatisfactory performance of the Works / Services and suspend payment until the defects have been rectified by the Contractor to the satisfaction of Construction Industry Council. Construction Industry Council reserves the right to claim against the Contractor for all related financial loss or expenses necessarily incurred by Construction Industry Council.
 - (b) Being notified in writing of the rejection of any works / services, the Contractor shall take immediate and necessary action to rectify such rejected Works / Services within reasonable time as agreed by Construction Industry Council.
 - (c) If the Contractor shall fail to rectify such rejected works / services in accordance with item (b) above, Construction Industry Council may, without prejudice to any other rights and remedies available to Construction Industry Council, carry out and complete such works / services by its own resources or by other contractors. All costs and expenses whatsoever which may be incurred by Construction Industry Council thereof shall be recoverable

in full from the Contractor forthwith.

- (d) The works undertaken or services performed in pursuance of this Contract shall not be deemed to have been accepted unless either:-
- i. Construction Industry Council shall so certify; or
 - ii. The works / services are not rejected as being unsatisfactory within 21 working days after receiving the report of certification upon the execution of the work.

8. Payment for works / services

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

9. Injury to Persons and Property and Indemnity

- (a) The Contractor shall be liable for, and shall indemnify Construction Industry Council against, any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the work under the Contract, save to the extent that the same may be due to any act or neglect of Construction Industry Council or of any person for whom Construction Industry Council is responsible.
- (b) The Contractor shall be liable for, and shall indemnify Construction Industry Council against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the carrying out of the work under the Contract, save to the extent that the same may be due to any act or neglect of Construction Industry Council or of any person for whom Construction Industry Council is responsible.
- (c) The Contractor has to safekeep all the Contractor's property or that of his sub-contractors and employees. The Contractor shall indemnify Construction Industry Council in respect of any loss, damages, injury or death of the Contractor, his sub-contractors and employees in consequence of the malfunction of, loss of or damage to the said property.

10. Insurances and Compensation

- (a) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, the Contractor has to warrant to take out and maintain an Employees' Compensation insurance policy ("EC policy") covering against all liabilities arising from any death, accident or injury to any workmen or other persons in the employment of the Contractor and any sub-contractor of any tier and Construction Industry Council shall not be liable for any damages or compensation in respect thereof. Such EC policy shall be maintained during the Contract period and for the whole of the time that such workmen or other persons are employed on the work including the Maintenance Period or Defects Liability Period (if applicable).
- (b) 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 this contract with an insurance company and shall continue such insurance during the continuance of the Contract.
- (c) In the event of any of the Contractor's sub-contractors of any tier or employees or agents or the subcontractors' employees suffering any injury or death in the course of or arising out of the Contract and whether there be a claim for compensation or not, the Contractor shall within 7 working days give notice in writing of such injury or death to Construction Industry Council.

11. Bankruptcy or Receivership

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

12. Corruption

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

13. Personal Data Submitted by Contractor

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

14. Working Hours

Unless it is specifically allowed in other part of the Contract, the work under this Contract shall be undertaken during

normal working hours as specified by Construction Industry Council.

15. **Temporary Work Permit**
When carrying out the work under the Contract, all workers have to wear the temporary work permit issued by Construction Industry Council. If the temporary work permit is lost, the Contractor or worker has to report to Construction Industry Council and request a re-issue at \$30.
16. **Parking**
If the Contractor finds it necessary to park their motor vehicles within the premises of Construction Industry Council, application has to be lodged in advance. If the application is approved, the parking permit issued by Construction Industry Council and the contact telephone number of the driver has to be displayed on the motor vehicles.
17. **Refuse Removal**
All refuse has to be delivered to the refuse collection warehouse specified by Construction Industry Council at the end of each working day or on any dates specified by Construction Industry Council.
18. **Rights of Third Parties**
Notwithstanding the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), no one other than a party to this Contract will have any right to enforce any of the terms in this Contract.

B. Safety Guidelines

1. **General Duties of Contractor and Persons Employed**
Pursuant to the Factories and Industrial Undertakings Ordinance (Cap. 59) and Occupational Safety and Health Ordinance (Cap.509), whilst executing the works under the Contract, it shall be the duty of the Contractor to ensure the health and safety at work of all persons employed by him, and it shall be the duty of every person employed to take care for the safety of himself and of other persons who may be affected by his acts or omissions at work.
2. **Relevant Mandatory Safety Training Certificates (please select one of the following clauses, if applicable)**
All subcontractors of all tiers and employees employed by the Contractor to work in the CIC premises under the Contract shall :
 - hold valid Construction Industry Safety Training Certificates (commonly known as "Green Cards") and any other relevant mandatory certificates required for safe operation of the works.
 - ~~hold valid Construction Industry Safety Training Certificates (commonly known as "Green Cards") and Special Trade Safety Training Certificates (commonly known as "Silver Cards") and any other relevant mandatory certificates required for safe operation of the works.~~
3. **Safe Means of Access and Egress**
The Contractor must maintain the workplace in a safe condition and ensure that every access to and egress from the workplace is safe. The Contractor shall also ensure that all means of escape from the workplace are kept free from obstruction.
4. **Personal Protective Equipment**
The Contractor must supervise and ensure all his sub-contractors and employees wear appropriate personal protective equipment, e.g. protective clothing, safety helmet, safety shoes, harness, fall arresting system, eye-protector, ear protector, and mask, etc., as Construction Industry Council may consider necessary or appropriate or as legally required. Any such personal protective equipment must be provided, maintained and replaced as necessary by the Contractor at his own expenses.
5. **No Smoking and Fire Prevention Measures**
Smoking is not permitted in the workplace. If the works involve the use of naked flame, the Contractor must implement sufficient fire prevention measures.
6. **Working at Height**
The Contractor shall take adequate steps to prevent any person from falling from a height of 2 metres or more.



C. Consequences of Breach

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