



14 February 2018

Dear Sir / Madam,

Tender Reference No. (343) in P/AE/PUR/AGC
Invitation to Tender for the Supply and Delivery of Simulation Equipment for the
Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC) of the
Construction Industry Council (Re-Tender)

You are invited to submit a tender for the Supply and Delivery of Simulation Equipment for the Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC) of 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 28 February 2018.** Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Supply and Delivery of Simulation Equipment for the Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC) of the Construction Industry Council (Re-Tender)"
 - b) Label with "Fee Proposal for Supply and Delivery of Simulation Equipment for the Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC) of 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. The tender documents can be downloaded from CIC's website: <http://www.cic.hk>.
9. For queries regarding this tender invitation or/and tender process, please contact Mr. Kelvin LEE, Senior Officer – Management Support, on telephone 2100-9425 or via e-mail: kelvinlee@cic.hk.

Yours sincerely,



Justin WONG
Manager – Projects & Contracts Administration

Encl.

Checklist for Submission of Tender

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

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

Particulars	<u>Reference</u>
Technical Proposal	
1. Organisation of Proposed Project Team	Conditions of Tender, Appendix A Clause 1.1
2. Qualifications of Proposed Project Team to conduct supervision	Conditions of Tender, Appendix A Clause 1.2
3. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 2.1, 2.2 and 2.3
4. Catalogues of all Equipment for this supply and delivery contract as specified in the annex. [Mandatory Requirement]	Refer to Section 9 – Technical Specifications of the Assignment Brief.
5. Approach and work programme to (i) fulfill the technical requirements and (ii) deliver all Deliverables outlined in the Assignment Brief and its Annex.	Conditions of Tender, Appendix A Clause 3.1
6. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
7. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
Fee Proposal	
8. Form of Tender	Conditions of Tender, Appendix C
9. Fee Proposal	Conditions of Tender, Appendix D

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

Construction Industry Council

Supply and Delivery of Simulation Equipment for the Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC) of the Construction Industry Council
(Re-Tender)

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

"Confidential"

Technical Proposal

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

Ref. No.: [(343) in P/AE/PUR/AGC]
Supply and Delivery of Simulation Equipment for the Safety
Experience Training Centre (SETC) at Kwai Chung Campus (KCC)
of the Construction Industry Council (Re-Tender)

Name of Tenderer: _____

Closing Time and Date: 12:00 noon on 28 February 2018

"Confidential"

Fee Proposal

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

Ref. No.: [(343) in P/AE/PUR/AGC]
Supply and Delivery of Simulation Equipment for the Safety
Experience Training Centre (SETC) at Kwai Chung Campus (KCC)
of the Construction Industry Council (Re-Tender)

Name of Tenderer: _____

Closing Time and Date: 12:00 noon on 28 February 2018

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	香港九龍觀塘駿業街56號
Construction Industry Council	中海日升中心38樓
38/F, COS Centre, 56 Tsun Yip Street	建造業議會
Kwun Tong, Kowloon, Hong Kong	採購部
Tel. No.: 2100 9000	電話號碼: 2100 9000
Fax. No.: 2100 9439	圖文傳真號碼: 2100 9439
E-mail: vendor@cic.hk	電子郵件: vendor@cic.hk

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

如查詢此表格內的資料，包括查閱途徑及修訂資料，請與上述部門聯絡。

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

- (i) Company Name : _____
(English) 【Company name should correspond with that registered under the Business Registration Ordinance (Cap 310)】
- 公司名稱 : _____
(中文) 【公司名稱須與商業登記條例(第310章)內所登記的名稱相同】
- (ii) Company Address : _____
(English)
- 公司地址 : _____
(中文)
- (iii) E-mail 電子郵件 : _____ (iv) Website 網址 : _____
- (v) Tel. No. 電話號碼 : _____ (vi) Fax. No. 圖文傳真號碼 : _____

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

為減少紙張用量，除非另作書面要求，所有議會通訊將以電郵傳遞。

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

- (i) Company Type 公司類別：
- ☐ A body corporate registered under the Companies Ordinance (Cap 32) 根據《公司條例》(第32章)註冊的法人團體
- ☐ A partnership (unincorporated) 合夥(非屬法團)
- ☐ A sole proprietorship (unincorporated) 獨資(非屬法團)
- ☐ Others (Please specify) 其他(請註明) _____
- (ii) Members of organisation 公司成員：
- | | English Name 英文姓名 | Chinese Name 中文姓名 |
|---|-------------------|-------------------|
| * Directors / Proprietors / Partners
董事 / 東主 / 合夥人 | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

* Delete where inappropriate 將不適用者刪去

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商 / 供應商登記申請書

(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)

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商 / 供應商登記申請書

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

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商 / 供應商登記申請書

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

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

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

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商 / 供應商登記申請書

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

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

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

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

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

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

- ☐ 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)

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

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

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

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

Type 1 - Supplier (類別一 - 供應商)

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

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

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

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

PART V - CERTIFICATION 第五部 - 證明

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

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

(ii) Declaration 聲明

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

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

本人謹代表上述公司, 申請登記成為建造業議會承辦商/供應商。

Signature:

簽署: _____

Name in block letters:

姓名(正楷): _____

Designation:

職銜: _____

Date:

日期: _____

(Space for company chop)
(公司印鑑)

Application Form for Inclusion in the CIC Vendor List

建造業議會承辦商/供應商登記申請書

DOCUMENT CHECKLIST 文件核對表

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

Type 1 - Supplier (類別一 - 供應商)

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

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

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

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

注意事項：請在欄內方格加上「✓」號以示已附上該文件。

Tender Documents
for
Supply and Delivery of Simulation Equipment for
the Safety Experience Training Centre (SETC)
at
Kwai Chung Campus (KCC)
of
the Construction Industry Council (CIC) (Re-Tender)

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

Architect / Building Services Engineer
Quantity Surveyor / Structural Engineer
David S.K. Au & Associates Ltd. (DAAL)
15/F, 633 King's Road,
North Point,
Hong Kong

February 2018

DA17003/SE

**Supply and Delivery of Simulation Equipment for
the Safety Experience Training Centre (SETC)
at Kwai Chung Campus (KCC)
of the Construction Industry Council (CIC) (Re-Tender)**

List of Tender Documents

	Page
1. Conditions of Tender	CT-1
2. Appendices to Conditions of Tender	
Appendix A – Details for Submission of Tender	CT-11
Appendix B – Standard Letter for Complying with Anti-Collusion Clause	CT-15
Appendix C – Form of Tender	CT-17
Appendix D – Fee Proposal	CT-19
Appendix E – Tender Evaluation Procedures and Criteria	CT-30
Appendix F – Reply Slip for Declining Bid	CT-32
Appendix G – Points to note for the Tender	CT-34
3. Assignment Brief and its Annex	AB-1 to AB-42, AB/1/1 & NS-01
4. Memorandum of Agreement	MA-1 to MA-4
5. General Conditions of Employment	CE-1 to CE-28
6. Special Conditions of Employment	SCE-1
7. CIC's General Conditions of Contract and Guidelines for Works or Services (1b)	3 Pages
8. Contractor's Safety Requirements	10 Pages

Conditions of Tender

for

Supply and Delivery of Simulation Equipment for the

Safety Experience Training Centre (SETC)

at

Kwai Chung Campus (KCC)

of

the Construction Industry Council (CIC) (Re-Tender)

February 2018

© 2018 Construction Industry Council

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

Table of Contents

Clause	Page
1 Notes to Tenderers	CT-2
2 Invitation	CT-2
3 Tenderers' Response to CIC Enquiries	CT-3
4 Completion of Tender	CT-3
5 Tender Evaluation	CT-8
6 Tenderer's Commitment	CT-8
7 Amendments	CT-8
8 Award of Contract	CT-9
9 Rights to Exercise	CT-9
10 Submitted Documents	CT-9
11 Enquiries	CT-10
APPENDIX A – Details for Submission of Tender	CT-11
APPENDIX B – Standard Letter for complying with Anti-Collusion Clause	CT-15
APPENDIX C – Form of Tender	CT-17
APPENDIX D – Fee Proposal	CT-19
APPENDIX E – Tender Evaluation Procedures and Criteria	CT-30
APPENDIX F – Reply Slip for Declining Bid	CT-32
APPENDIX G – Points to note for the Tender	CT-34

1 Notes to Tenderers

- 1.1 All tenderers shall read the instructions contained in this Conditions of Tender carefully prior to preparing their tender submissions. Any tender submission, which does not follow these instructions is deemed to be incomplete and may be disqualified.
- 1.2 The tender documents consist of:
- a) Conditions of Tender;
 - b) Appendices to Conditions of Tender;
 - c) Assignment Brief and its Annex;
 - d) Memorandum of Agreement;
 - e) General Conditions of Employment;
 - f) Special Conditions of Employment;
 - g) CIC's General Conditions of Contract and Guidelines for Works or Services (1b);
 - h) Contractor's Safety Requirements

2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the "CIC") to submit proposal and bid for Supply and Delivery of Simulation Equipment for the Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC) of the Construction Industry Council (CIC) (Re-Tender). Further details are given in the **Assignment Brief and its Annex**.
- 2.2 The tender shall be submitted in accordance with the **Conditions of Tender**.
- 2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and CIC will form part of the contract.

3 Tenderers' Response to CIC Enquiries

- 3.1 In the event that the CIC determines that clarification of any tender is necessary, it will advise the tenderer to supplement its tender. Unless otherwise specified in the request for clarification, the tenderer shall thereafter have [14] 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 **Assignment Brief and its Annex**.
- 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. Completion of Tender (Cont'd)

- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender, and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as “technical proposal”) in one envelope and the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as “fee proposal”) in a separate envelope. Failure to do so will render the tender void.
- 4.6 The tenderer shall submit **SIX (6)** 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 28 February 2018.** Late submission will NOT be considered. Failure to do so shall render the tender void.
- 4.8 In the event that a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
- 4.10 The CIC may reject a tender which is unreasonably low in terms of price and may therefore affect the tenderer’s capability in carrying out and complete the services and delivering the deliverables in accordance with the Assignment Brief and its Annexes.
- 4.11 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.
- 4.12 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.

4. Completion of Tender (Cont'd)

- 4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender. The CIC reserves the right to accept or omit any individual item or whole section of a tender without price alteration to the items or sections accepted. The tenderer hereby acknowledges that there will not be any loss of profit claim as a result of the reduction in the scope of works.
- 4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.
- 4.15 Tenderer should ascertain the prices quoted are accurate before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.
- 4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.
- 4.18 The tendered sum will be regarded as a lump sum tender and will not be amended for errors found in the examination of tenders.
- 4.19 Should examination of a tender reveal errors of such magnitude as in the opinion of the CIC would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender.
- 4.20 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform the CIC at once and have the same rectified.
- 4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the CIC in order that correct meaning may be decided before the date for submission of tender.

4. Completion of Tender (Cont'd)

4.22 *(Not used)*

4.23 No liability will be admitted, nor claim allowed in respect of errors in the tenderer's tender due to mistakes in the tender documents which should have been rectified in the manner described above.

4.24 Tenderer shall be deemed to be in possession of a valid business registration certificate and, if necessary, be registered with the relevant authority authorizing him to carry out the works described in the tender documents.

4.25 Tenderer shall comply with the CIC's General Conditions of Contract and Guidelines for Works or Services. The tender price shall deem to be included all cost incurred.

4.26 Any qualification of tender or of the tender documents may cause the tender to be disqualified.

4.27 No unauthorized alteration or erasure to the text of the tender documents will be permitted. Any tender containing such alteration or erasure may not be considered.

4.28 The tenderer shall strictly comply with the following anti-collusion clause:

(1) (a) Subject to sub-clause (2) of this Clause, the tenderer shall not communicate to any person other than the CIC the amount of the tender price or any part thereof until the tenderer is notified by the CIC of the outcome of the tender exercise.

(b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not he or that other person will or will not submit a tender or otherwise collude with any person in any manner whatsoever in the tendering process.

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

4. Completion of Tender (Cont'd)

- (2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with:
- (a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;
 - (b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
 - (c) his bankers in relation to financial resources for the Contract
- (3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. The signatory to the letter shall be a person authorized to sign CIC contracts on the tenderers's behalf.
- (4) The tenderer shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.
- 4.29 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of CIC. Any breach of the clause by the tenderer shall, without affecting the tenderer's liability for such breach, invalidate his tender.
- 4.30 The invited tenderer who has decided to decline the bid shall return the **Reply Slip for Declining Bid** provided in **Appendix F** of the Conditions of Tender.
- 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 Evaluation

- 5.1 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.

6 Tenderer's Commitment

- 6.1 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.
- 6.2 The CIC reserves the right to disqualify any tender that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned on the Assignment Brief and its Annex.
- 6.3 Tender shall remain valid and open for acceptance for **120 days** after the tender closing date.

7 Amendments

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

8 Award of Contract

- 8.1 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.
- 8.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.
- 8.3 In order to ensure the fairness of the tender process, all answers to tender queries / tender clarifications and tender addendums will be uploaded to CIC's website. All tenderers have to take note of this arrangement. Any claim for extension of time or additional payment due to ignorance of this clause shall not be entertained by the CIC.

9 Rights to Exercise

- 9.1 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.

10 Submitted Documents

- 10.1 All submitted documents will not be returned.

11 Enquiries

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

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

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

APPENDIX A – Details for Submission of Tender

**To be included
in
Technical Proposal**

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

1. Tenderer's Staff Resources

1.1 Organization of Proposed Project Team

1.1.1 The tenderer shall submit:

- (a) Company's profile, background and expertise;
- (b) An organization chart indicating the proposed project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Assignment Brief and its Annex.

1.2 Qualifications of Proposed Project Team Members

1.2.1 The project team members shall possess the required qualifications, professional knowledge and relevant experience to supply the Deliverables as outlined in the Assignment Brief and its Annex.

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

- a) Name
- b) Post / Title in this Project
- c) Core Team Member (Yes/No)
- d) Language (Chinese/English/Both)
- e) Project knowledge and Years of Relevant Experience
- f) Qualifications
- g) Duties and Responsibilities in the Assignment

2. Tenderer's Track Record & Project Reference

- 2.1 The tenderer is required to provide a full list of project references undertaken in the past 5 years (as of the tender closing date) for projects similar to this Assignment, giving the details by adhering to the submission format as specified in Section 2.2 below.
- 2.2 The tenderer shall submit a list of **relevant project references** in the following format with support of copies of job references or recommendation letters from previous clients.

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

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

3. Project Approach and Requirements

- 3.1 The tenderer is required to submit the following to demonstrate his capabilities in fulfilling the project approach and technical requirements and to present all the Deliverables outlined in the Assignment Brief and its Annex:-
- (i) **Tender Programme** shall be in the form of a linked bar chart identifying the critical path and included but not limited to the following activities:
- (a) Design Development of the Equipment - design development periods for the main areas of work, prepare shop drawings and related documents for the CIC / Architect's approvals.
 - (b) Procurement Activities - purchase order, manufacturing period, testing and delivery.
 - (c) Supervision on Construction Activities – supervision of all elements of the construction including equipment installation, testing and commissioning and handover procedure.
 - (d) Maintenance Activities - maintenance activities, which will be carried out under the Contract during the Warranty Period.
 - (e) Preparing Training Manual, Operation Manual, issue safety certificate and the related reports.

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

- (a) Access to the Site for Equipment delivery;
- (b) Approach to the Completion of the Project;
- (c) Method Statement of all Equipment in the contract for the Main Contractor to install those equipment upon delivered on site;
- (d) Method Statement to conduct Testing and Commissioning of all Equipment installed on site.

3.2 The tender shall refer to the other requirements laid down in the Assignment Brief and its Annex of the tender document.

4. Documents and Information to be submitted by the Tenderer

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

Particulars	Reference
Technical Proposal	
1. Organisation of Proposed Project Team	Conditions of Tender, Appendix A Clause 1.1
2. Qualifications of Proposed Project Team to conduct supervision	Conditions of Tender, Appendix A Clause 1.2
3. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 2.1, 2.2 and 2.3
4. Catalogues of all Equipment for this supply and delivery contract as specified in the annex. [Mandatory Requirement]	Refer to Section 9 – Technical Specifications of the Assignment Brief.
5. Approach and work programme to (i) fulfill the technical requirements and (ii) deliver all Deliverables outlined in the Assignment Brief and its Annex.	Conditions of Tender, Appendix A Clause 3.1

4. Documents and Information to be submitted by the Tenderer (Cont'd)

Particulars	<u>Reference</u>
Technical Proposal	
6. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
7. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
Fee Proposal	
8. Form of Tender	Conditions of Tender, Appendix C
9. Fee Proposal	Conditions of Tender, Appendix D

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

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

To: Construction Industry Council (CIC)

Date:

**To be included
in
Technical Proposal**

Dear Sir/Madam,

Tender Ref: (343) in P/AE/PUR/AGC

Tender Title: Supply and Delivery of Simulation Equipment for the
Safety Experience Training Centre (SETC) at Kwai Chung Campus
(KCC) of the Construction Industry Council CIC) (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 4.28.

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

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

with any person in any manner whatsoever in the tendering process.

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

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

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

Signed for and on behalf of []

name of the tenderer

by []²:

name and position of the signatory

Name of Witness:_____

Signature of Witness:_____

Occupation:_____

Note:

* Delete as appropriate

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

**To be included
in
Fee Proposal**

APPENDIX C – Form of Tender

FORM OF TENDER
FOR
SUPPLY AND DELIVERY OF SIMULATION EQUIPMENT FOR
THE SAFETY EXPERIENCE TRAINING CENTRE (SETC)
AT KWAI CHUNG CAMPUS (KCC)
OF THE CONSTRUCTION INDUSTRY COUNCIL (CIC) (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, Assignment Brief and its Annex, Memorandum of Agreement, General Conditions of Employment, Special Conditions of Employment, CIC's General Conditions of Contract and Guidelines for Works or Services (1b) and Contractor's Safety Requirements thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annex, Memorandum of Agreement, General Conditions of Employment, Special Conditions of Employment, CIC's General Conditions of Contract and Guidelines for Works or Services (1b) and Contractor's Safety Requirements and the tender proposals submitted herewith **for the sum of Hong Kong Dollars**.....
.....(HK\$.....) (not being subject to fluctuations in labour and material costs) or such sums as may be ascertained in accordance with the Conditions of Employment.

2. We agree to abide by this tender and not to withdraw it for a period of 120 days from the date fixed for receiving it and including that date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof subject to the provisions of Clause 2 hereof shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Signature _____

In the capacity of _____

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

Registered Address of the Firm

Date _____

Witness _____

Address

Occupation

Date _____

Business Registration Certification No. _____

Name of Partner(s)

Residential Address of Partner(s)

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

APPENDIX D – Fee Proposal

**To be included
in
Fee Proposal**

FEE PROPOSAL
FOR
SUPPLY AND DELIVERY OF SIMULATION EQUIPMENT FOR
THE SAFETY EXPERIENCE TRAINING CENTRE (SETC)
AT KWAI CHUNG CAMPUS (KCC)
OF THE CONSTRUCTION INDUSTRY COUNCIL (CIC) (RE-TENDER)

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

The tenderer shall enclose with his tender the completed Bills of Quantities as below:

- (1) The Bills of Quantities shall be in sufficient details to indicate the breakdown of the works. Failure to submit the Bills of Quantities may cause his tender not to be considered by the Employer.
- (2) Any items which are not included in the Bills of Quantities but shown on the drawings or described in the specifications under the tender document shall be deemed to have been included in the tender figures.
- (3) Upon award of the Contract, the Bills of Quantities shall be deemed to be the Contractor's Schedules and will be regarded as firm and will not be subject to remeasurement or adjustment whatsoever otherwise than in accordance with the expressed provisions of the terms of the Contract.
- (4) The total of the Schedule must agree with the amounts carried to the Summary of Tender. Any items which are not included in the Schedule but shown on the drawings or described in the specifications under the tender documents shall be deemed to have been included in the tender figures. The rates in the Schedule shall be used for the valuation of variations ordered by the Employer, but the quantities referred to in the Schedule shall not form part of the Contract Documents.
- (5) The tenderer should note that the quantities as inserted in the Bills of Quantities for all measured work should be consistent with those shown on the tender drawings and the drawings to be prepared and provided by the tenderer. Where large discrepancy or apparent inconsistency in the quantity of any item is identified, the item total will remain intact and the tenderer will be requested to adjust the unit rate and the quantity to tally with the item total.

Bills of Quantities

Table 1 - Detailed breakdown of tender price

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
<u>A</u>	<u>Preliminaries</u>				
A1	AB Section 8	Provide all necessary warning notices, signages, labels, protection and temporary lighting facilities to pedestrian when needed in order to cope with all relevant statutory requirements	1 Sum		
A2	AB Section 8	Submit method statement and Material Safety Data Sheet / testing procedures to the Employer for approval and carry out all necessary testings for the Works according to the latest version of procedures approved by the Employer or its representative(s)	1 Sum		
A3	AB Section 8	Provide THREE (3) sets of catalogues and approved equipment drawings and details for the alternated and addition system as installed in both hard copy and electronic files stored CD-ROM / DVD-ROM	1 Sum		
A4	AB Section 8	Allow a sum for all required Cargo Insurance and Fright	1 Sum		
A5	AB Section 8	Allow a sum for following relevant standards, codes, guidelines, regulations and other documents issued by international / local statutory authorities	1 Sum		

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
A6	AB Section 8	Allow a sum of 14 working days (as a minimum) on site for provision of an adequate number of Competent Supervisor(s), serving for monitoring the installation and safety measures of the specified equipment which carried out by main contractor or others.	1 Sum		
A7	AB Section 8	Allow a sum of 14 working days (as a minimum) on site for provision of providing Testing and Commissioning of the installed Equipment as specified.	1 Sum		
A8	AB Section 8	Allow a sum for two training classes for CIC	1 Sum		
A9	AB Section 8	Allow a sum for all required spare parts and the tenderer shall also offer warranty that all the spare parts can be available on the market for 2 years from the date of handover of the Equipment to the CIC <u>or</u> Practical Completion of the Main Contract whichever is the later	1 Sum		
Sub-Total (Section A) :					

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
<u>B</u>	<u>Type of Equipment</u>				
B1	AB Section 9	Equipment A (Training for personal protection equipment); 1000x1000x2100mm maximum; steel with painting coat; baking finish type with 2 layers; dropping weight around 10kg; dropping impact around 20kn; weight not more than 300kg	1 Set		
B2	AB Section 9	Equipment B (Training for working at height); 1500x2000x3000mm high (maximum); comprise of 1 set of hoist winch lifted by power; Aluminium with painting coat; Baking finish type with 2 layers; Weight not more than 300kg; 220 V- single phase Electrical power supply; maximum lifting weight is 150kg for a person	1 Set		

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
B	<u>Type of Equipment (Cont'd)</u>				
B3	AB Section 9	Equipment C (Training for working at height); 1000x2000x2500mm high (maximum); comprise an “A” shape step ladder sit on a based platform; Aluminium and steel with painting coat; Baking finish type with 2 layers; Weight not more than 300kg; complete with Compress air tank unit (in compliance with CAP 56A Boilers and Pressure Vessels Regulations), motor and air receiver with chamber for air collection, 220 V- single phase Electrical power supply; maximum lifting weight is 150kg for a person	2 Sets		
B4	AB Section 9	Equipment D (Training for working at height); 2100x2600x4000mm high (maximum); comprise of fixed ladder able to be mounted on the Equipment, portable ladder able to be mounted on the Equipment, walkway unit with anchor point(s) able to attach the safety hook and safety harness; steel with painting coat; Baking finish type with 2 layers; weight not more than 700kg; maximum lifting weight is 150kg for a person	2 Sets		

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
B	<u>Type of Equipment (Cont'd)</u>				
B5	AB Section 9	Equipment E (Training for slinging operation); 1600x2600x2800mm high (maximum); comprise of a hoist crane with motor mounted on a horizontal steel beam, supported by two H-steel post on both side, lifting power : at least 1000 kg lifting weight, lifting motor power: 4.3kw in minimum, lifting speed : at least 10m / min. & Traversing speed : at least 20m / min; steel with painting coat; Baking finish type with 2 layers; weight not more than 1000kg; Provision of sticks to handle sling wire; 220 V- single phase Electrical power supply	1 Set		
B6	AB Section 9	Equipment F (Training for Chemical & Electrical Safety); comprise of a touch panel for operator to experience the current flow with indication, a viewing chamber to demonstrate the electrical cable under over current flow, demonstration of testing power socket in an abnormal condition, 900x1100x1700mm high (maximum); steel with painting coat & Low Smoke Zero Halogen (LSOH) type electrical wires for electrical shock experience; Baking finish type with 2 layers; weight not more than 300kg; 220 V- single phase Electrical power supply	1 Set		

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
<u>B</u>	<u>Type of Equipment (Cont'd)</u>				
B7	AB Section 9	Equipment G (Training for Chemical & Electrical Safety); 500x500x1200 high maximum; comprise of a sturdily constructed viewing chamber to place the substance for testing & an ignition device; steel with painting coat & Baking finish type with 2 layers weight not more than 50kg; 220 V- single phase Electrical power supply	1 Set		
B8	AB Section 9	Equipment H (Training for machinery and trapping hazard); 500x1000x500mm high (maximum); comprise of a movable roller blade attached on the rail track; steel with painting coat & Baking finish type with 2 layers weight not more than 50kg; 220 V- single phase Electrical power supply	1 Set		
B9	AB Section 9	Equipment J (Training for machinery and trapping hazard); 600x1000x1600mm high (maximum); comprise of A motor for power the grinder and Power at 1.2kw min.; steel with painting coat & Baking finish type with 2 layers weight not more than 50kg; 220 V- single phase Electrical power supply	1 Set		

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
<u>B</u>	<u>Type of Equipment (Cont'd)</u>				
B10	AB Section 9	Equipment K (Training for machinery and trapping hazard); 500x800x1500mm high (maximum); comprise of a double row V-Belt, drive motor power at 1.2kw min. & draw for chop sticks; steel with painting coat & Baking finish type with 2 layers weight not more than 50kg; 220 V- single phase Electrical power supply	1 Set		
				Sub-Total (Section B) :	

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
<u>C</u>	<u>Contingency Sum</u>				
C1	-	Allow a sum of HK250,000 as contingency to be expended in part or in whole as directed by the CIC or wholly deducted from the Contract Sum if not required.	1 Sum		\$250,000
				Sub-Total (Section C) :	
				Grand Total : (Section A + B + C)	

Item	Relevant Item(s) in Assignment Brief and its Annex	Description of Deliverables	Quantity	Unit Rate (HK\$)	Amount (HK\$)
<u>D</u>	<u>Training Class of Equipment (Rate Only) (Optional Item)</u>				
D1	-	To conduct extra training class for all the SETC Equipment on top of those specified in the Contract, as required by the CIC / Architect	1 Class		Rate Only

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

Deliverable No.	Deliverable Description	Payment Stage	Payment Schedule
1	Upon award of this Supply and Delivery Contract	1	30%
2	Upon delivery of all Equipment A to K on Site as specified in this Supply and Delivery Contract to the satisfaction of CIC	2	30%
3	Upon Practical Completion* of this Supply and Delivery Contract to the satisfaction of CIC	3	30%
4	Upon Submission of Training Manual, Safety Compliance, Operation and Maintenance Manual to the satisfaction of the CIC	4	10%
		Total :	100%

Remarks: *Practical Completion includes completion of Testing and Commissioning and Delivery of Training Manual, Safety Compliance, Operation and Maintenance Manual to reach 's CIC's satisfaction.

Warranty Period	2 years
Submission of first shop drawings of all Equipment	Within 14 calendar days from contract award.
Delivery of Approved Equipment	Within 75 calendar days after the confirmation of ordering.
Date for commencement of supervision on Equipment installation.	Within 14 calendar days from the last batch of Equipment delivered on Site or specified by the CIC / Architect.
Date for completion of supervision on Equipment installation.	Within 14 calendar days from the Date of Commencement of supervision or specified by the CIC / Architect.
Liquidated and Ascertained Damages (2 Stages)	LD1: For the late of Delivery (refer to AB Clause 5.4): At the rate of HK\$8,000 per calendar day LD2: For the late of conduct supervision on equipment installation (refer to AB Clause 5.5): At the rate of HK\$8,000 per calendar day
Training Manual, Safety Compliance, Operation and Maintenance Manual	Within 1 month after the Completion of Installation of Equipment specified in the Contract

Name of Company : _____

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

Address _____

Tel No.: _____ Fax No. _____

Email: _____ Date: _____

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

APPENDIX E – Tender Evaluation Procedures and Criteria

1. INTRODUCTION

- 1.1 A two-envelope approach is adopted for tender submission, i.e. Tenderer should submit the technical proposal including all information specified in **Appendix A of the Conditions of Tender**, and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender in one envelope and the fee proposal comprising the completed Form of Tender using the prescribed form provided in **Appendix C of the Conditions of Tender** and the Fee Proposal using the prescribed form provided in **Appendix D of the Conditions of Tender** in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.
- 1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.
- 1.3 The tender evaluation will be based on 100% fee assessment (i.e. price only assessment).
- 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. Only the tender submission(s) that attained the technical pass (i.e. > 60%) will proceed to the fee evaluation stage.
- 1.5 The CIC reserves its right to cancel this tender exercise and re-tender thereof without further notice to the tenderer.
- 1.6 An assessment panel will be established for tender evaluation. The proposal received will be evaluated in accordance with the requirements in this Appendix.

2. TECHNICAL EVALUATION

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

Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Assessment will be based on the following criteria:-		
1. Tenderer's profile, background and expertise (10%)		10%
2. Job reference of the Tenderer in carrying out similar project nature and scale (15%)		15%
3. To submit the catalogue of the Equipment to comply with the requirements of each Equipment indicated in Section 9 – Technical Specifications of the Assignment Brief (60%)		60%
4. Approach and work programme to fulfill the objectives and carry out and complete all the tasks described in the Assignment Brief and its Annex (15%)		15%
Total:		100%

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.

APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (343) in P/AE/PUR/AGC, Closing Date: 28 February 2018), I/we regret that I am/we are unable to bid due to the following reason(s):

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

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

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

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

☐ Yes

☐ No

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

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

☐ Yes

☐ No

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

☐ Not interested in this type of service.

☐ Working at full capacity at the moment.

- ☐ Work scope beyond firm's / organisation's expectation.
- ☐ Cannot meet project time schedule. Suggested timeframe for the project:
_____ months
- ☐ Requirements / Specification 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 28 February 2018.
- 2) Please contact Mr. Kelvin LEE at Tele: 2100-9425 or email: kelvinlee@cic.hk for any enquiry

•

APPENDIX G – Points to note for the Tender

Item No.	Tender Reference / Queries	The CIC's Responses
1.	<p><i>We cannot find suitable category of Business Type in the “Application Form for Inclusion in the CIC Vendor List”, as we are mechanical engineering company specializing in the design and manufacture of Safety Experience Simulator.</i></p> <p><i>Please advise.</i></p>	<p>Tenderers may specify their business type at the section “Type 3 – Others” (P.11 of the application form) if they consider the pre-defined business type inapplicable.</p>
2.	<p><i>We are not registered company in Hong Kong, but we have a kind of certificate which show we have registered in other countries.</i></p> <p><i>Please advise whether it is acceptable.</i></p>	<p>If the tenderers is not a company registered in Hong Kong, a copy of a certificate or other evidences that can prove its status as a registered business entity in other countries is acceptable.</p>
3.	<p><i>Refer to Conditions of Tender, Appendix D – Fee Proposal – Bill of Quantities, Table 1, Page CT-20:</i></p> <p><i>Item A3 –</i> <i>“Provide THREE (3) sets of catalogues and approved equipment drawings and details for the alternated and addition system as installed in both hard copy and electronic files stored CD-ROM / DVD-ROM”</i></p>	<p>Please note that the items mentioned under Clause 4.6 of the Conditions of Tender (Page CT-4) are requirements during tender stage (i.e. SIX (6) hard copies of the technical proposal to be submitted and electronic files stored CD-ROM / DVD-ROM) while the requirements stated in Table 1 of Appendix D ‘Fee Proposal’ of the Conditions of Tender (Page CT-20) and Clause 8.1.9(g) of the Assignment Brief (Page AB-13) are requirements after contract award with approval of equipment catalogue and</p>

Item No.	Tender Reference / Queries	The CIC's Responses
	<p><i>However, SIX (6) hard copies of the technical proposal are requested in Conditions of Tender, Clause 4.6, Page CT-4.</i></p> <p><i>Please clarify whether the THREE sets request in Item A3 of Page CT-20 should align with the requirement mentioned in Clause 4.6 of Page CT-4.</i></p>	<p>drawings obtained (i.e. Provide THREE (3) sets of catalogues and approved equipment drawings and details for the alternated and addition system as installed in both hard copy and electronic files stored CD-ROM / DVD-ROM).</p>
4.	<p><i>Refer to Assignment Brief, Section 5 – Deliverables, Clause 5.3, Page AB-8:</i></p> <p><i>“The Shop Drawings of the Equipment A to K produced by the Supplier shall be subject to the acceptance by the CIC / Architect.”</i></p> <p><i>Please clarify whether SIX (6) copies of shop drawings are required to be included in the technical proposal submission.</i></p>	<p>With reference to Clause 5.2 of the Assignment Brief, shop drawings are required to be submitted within 14 days upon contract award.</p> <p>Submission of Shop Drawing is NOT a mandatory requirement in the tendering stage, however tenderers may feel free to include such documents in their tender submission if they choose to do so. Information submitted as part of the technical proposal shall be provided in SIX (6) hard copies and electronic files stored CD-ROM / DVD-ROM.</p>
5.	<p><i>Refer to Assignment Brief, Section 5 – Deliverables, Clause 5.4, Page AB-9:</i></p> <p><i>“To deliver all approved Equipment by the CIC / Architect to the Site by air / shipping or another media,</i></p>	<p>The following schedules are summarised as below:</p> <p>Day 1: Project Commencement Date</p> <p>Day 1 to Day 28: Engaged Equipment Supplier to submit shop</p>

Item No.	Tender Reference / Queries	The CIC's Responses
	<p><i>all equipment shall be sent to the site within 75 days after the confirmation of ordering."</i></p> <p><i>According to the tender document, once exchange the contract, Supplier should submit approval drawings within 14 days and then CIC will return them within 14 days. (Assignment Brief, Section 5 – Deliverables, Clause 5.2, Page AB-8).</i></p> <p><i>This means that 4 weeks will have passed before we can start to arrange each machine's materials. Furthermore, there is concern on shipping schedule set by shipper.</i></p> <p><i>Please advise whether the requirement of Assignment Brief, Section 5 – Deliverables, Clause 5.4, Page AB-9 could be revised as:</i></p> <p><i>"To deliver all approved Equipment by the CIC / Architect to the Site by air / shipping or another media, all equipment shall be sent to the site within 75 days <u>after receiving final CIC technical approval.</u>"</i></p>	<p>drawings for CIC/ Architect's approval. CIC/ Architect to confirm equipment ordering</p> <p>Day 29 to Day 103: Delivery of all the approved Equipment to the Site</p> <p>It is assumed that the approved Equipment would be delivered on site approximately 28 + 75 calendar days = 103 calendar days (after attaining CIC/ Architect's approval) unless otherwise specified / agreed by CIC / Architect on a later delivery date.</p>

Item No.	Tender Reference / Queries	The CIC's Responses
6.	<p><i>Refer to Assignment Brief, Section 7 – Management of the Supplier, Clause 7.4, Page AB-11:</i></p> <p><i>“The Supplier shall attend all meetings held by the CIC and the Architect as required and necessary.”</i></p> <p><i>As we are company based oversea, it is difficult to attend all meeting.</i></p> <p><i>Please advise whether the requirement of this clause could be relax.</i></p>	<p>After the tender is awarded, CIC / Architect will set up meeting schedules with the mutual agreement with the engaged Equipment Supplier.</p> <p>Moreover, video conference may be an alternative way to conduct the meetings whenever necessary. In addition, prompt responses (via emails) to CIC / Architect's queries and comments should be maintained.</p>
7.	<p><i>Refer to Assignment Brief, Section 9 – Technical Specifications, Table of Clause 9.3, Page AB-22:</i></p> <p><i>“.... A fall protection system shall be proposed by the supplier in case the user is falling during operation.”</i></p> <p><i>Please advise any extra charge is available for the specific design.</i></p>	<p>This is a lump sum contract. The tender sum is deemed to include all necessary cost for the execution of the Contract including all Deliverables specified.</p>

Item No.	Tender Reference / Queries	The CIC's Responses
8.	<p><i>Refer to Assignment Brief, Section 9 – Technical Specifications, Clause 9.5 (4), Page AB-28:</i></p> <p><i>“In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided..... (4) LA and LG certificate, according to CAP 59J Factories And Industrial Undertakings (Lifting Appliance and Lifting Gear) Regulation”</i></p> <p><i>We are not familiar with the certificate under HK local regulation. Please advise how we can get those certificate.</i></p>	<p>The LA and LG Certificate and any other necessary Certificates will be applied and obtained by the Main Contractor for the renovation works of SETC. The engaged Equipment Supplier shall provide full support and co-ordination with the Main Contractor to apply and obtain all the necessary Certificates whenever necessary.</p>
9.	<p><i>Refer to Assignment Brief, Section 9 – Technical Specifications, Clause 9.6, Page AB-29:</i></p> <p><i>“This Equipment shall consist of 1) A touch panel for operator to experience the current flow with indication....”</i></p> <p><i>Please advise any extra charge is available for the specific design.</i></p>	<p>This is a lump sum contract. The tender sum is deemed to include all necessary cost for the execution of the Contract including all Deliverables specified.</p>

Item No.	Tender Reference / Queries	The CIC's Responses
10.	<p><i>Refer to Assignment Brief, Section 9 – Technical Specifications, Clause 9.7, Page AB-35:</i></p> <p><i>“.... No generation of any toxic substance or gas shall be occurred”</i></p> <p><i>Given Organic solvent, Toluene, is used for explosions, so there is a possibility some amount of harmful gas will be occurred.</i></p> <p><i>Please advise whether the requirement of Assignment Brief, Section 9 – Deliverables, Clause 9.7, Page AB-35 could be revised as:</i></p> <p><i>“The system should be designed to minimize the generation of any toxic substance or gas shall be occurred.”</i></p>	<p>Any gases or substances generated shall not be at a level, by internationally acceptable standards, that is harmful to humans. Otherwise, the Supplier shall propose corresponding safety precautions.</p>
11.	<p><i>Refer to Assignment Brief, Section 9 – Technical Specifications, Table of Clause 9.8, Page AB-38:</i></p> <p><i>“.... The equipment shall installed with interlocking switch (to stop the operation of equipment during open</i></p>	<p>The interlock system is an interlocking switch to stop the operation of equipment during the opening of the enclosure, i.e. removal of dummy object.</p> <p>Alternative suggestion(s) shall be provided by the tenderer with</p>

Item No.	Tender Reference / Queries	The CIC's Responses
	<p><i>the enclosure ie. removal of dummy object.)</i></p> <p><i>As whole of operation is done by manual. Interlock system is not available. But we can design warning buzzer and lamp system, for transparent shield cover.</i></p> <p><i>Please advise if CIC have any design plan for Interlock system.</i></p>	<p>diagrams / sketches on the standard shop drawing included in the tender submission for CIC and Architect's consideration.</p>
12.	<p><i>Refer to General Conditions of Employment, Clause 17(A), Page CE-8:</i></p> <p><i>“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.”</i></p> <p><i>Please advise how supplier's right is guaranteed in this tender.</i></p>	<p>As a statutory body of the HKSAR, the CIC is dedicated to fairly exercise its contractual right on amendments to the Contract Conditions only while it is necessary or desirable for the successful completion of the project.</p> <p>If suppliers have any queries on, or suggestion for amendments to the Contract Conditions, supplier can refer to the CIC for clarification or instructions regarding further action (Clause 17(B) of the General Conditions of Employment (Page CE-8) refers).</p>
13.	<p><i>Refer to Assignment Brief, Section 3 – Scope of Supply and Delivery Contract, Clause 3.11, Page AB-6;</i></p> <p><i>“The Supplier shall carry out supervision on all Equipment during the installation and coordinate with</i></p>	<p>As per the requirements mentioned in Clause 3.10 of the Assignment Brief ‘Section 3 – Scope of Supply and Delivery Contract’ (Page AB-5), the engaged Equipment Supplier shall provide 14 days of site supervision (as a minimum) without additional cost, or unless specified by the CIC / Architect.</p>

Item No.	Tender Reference / Queries	The CIC's Responses
	<p><i>the Main Contractor until the completion of the installation. It is estimated that the supervision and installation period <u>shall be 7 days</u> (maximum) unless otherwise specified."</i></p> <p><i>and Clause 3.16, Page AB-7;</i></p> <p><i>"The Supplier shall join with the Main Contractor to <u>perform 14 days of Testing and Commissioning</u> (as a minimum) of all the Equipment upon completion of installation without additional cost, or unless specified by the CIC / Architect."</i></p> <p><i>Please advise whether tenderers should stay in Hong Kong for the supervision and installation period for 7 days (maximum) and another 14 days to perform the mentioned 14 days of Testing and Commissioning (as a minimum) of all the Equipment.</i></p>	<p>As per the requirements mentioned in Clause 3.16 of the Assignment Brief 'Section 3 – Scope of Supply and Delivery Contract' (Page AB-7), the engaged Equipment Supplier shall join with the Main Contractor to perform 14 days of Testing and Commissioning (as a minimum) of all the Equipment upon completion of installation without additional cost, or unless specified by the CIC / Architect.</p> <p>To sum up, the Supplier shall include the costs associated with the above-mentioned items in the tender sum. However, if both tasks can be duly completed to the CIC / Architect's satisfaction within the period stipulated in the Contract, there would not be any adverse cost implications imposed on the engaged Equipment Supplier (i.e. part payment for early completion).</p> <p>Please be aware that all the installation works are to be carried out by the Main Contractor who would carry out the renovation works (i.e. not the engaged Equipment Supplier),</p>

Item No.	Tender Reference / Queries	The CIC's Responses
14.	<p><i>Refer to Conditions of Tender, Appendix D – Fee Proposal – Bill of Quantities, Table 1, Page CT-27:</i></p> <p><i>Item D1 – Training Class of Equipment (Rate Only) (Optional Item)</i></p> <p><i>“To conduct extra training class for all the SETC Equipment on top of those specified in the Contract, as required by the CIC / Architect – <u>1 Class</u>”</i></p> <p><i>and Assignment Brief, Section 3 – Scope of Supply and Delivery Contract, Clause 3.13, Page AB-6;</i></p> <p><i>“The Supplier shall provide Training Manual for all the Equipment installed in SETC with protection of users from any potential hazard in using the Equipment. The Supplier shall conduct <u>two training classes</u> with materials to the CIC for all the SETC installed Equipment (including but not limited to safety precautions, usage, operation and maintenance requirement and how to conduct in training).”</i></p> <p><i>Please advise whether tenderers should conduct 3 training classes in total.</i></p>	<p>Tenderers is obligated to provide <u>TWO (2) training classes</u> as the mandatory requirement for the project as per the requirement mentioned in Clause 3.13 of the Assignment Brief ‘Section 3 – Scope of Supply and Delivery Contract’ (Page AB-6) and Item A8 in Table 1 of Appendix D - ‘Fee Proposal’ of the Conditions of Tender (Page CT-21). <u>The cost of these TWO (2) training classes should be included in the tender sum.</u></p> <p>For the ONE (1) training class requirement mentioned in Item D2 in Table 1 of Appendix D – ‘Fee Proposal’(Page CT-27) is classified as an optional item. The tenderers should only quote the unit rate of a training class if extra session(s) is required by the CIC. <u>The quote of this item should NOT be included in the calculation of the tender sum. The CIC will confirm with the awarded tenderers separately in future with the quoted unite rate once there is a need to conduct extra training class(es).</u></p>

Item No.	Tender Reference / Queries	The CIC's Responses
15.	<i>Please advise that the Tender Reference No. 343 does not involve ACSEL 1060 Manual Drive Chain Jamming Accident simulator.</i>	All the Equipment Specifications should refer to Section 9 of the tender document.
16.	<p><i>Refer to Conditions of Tender, Appendix D – Fee Proposal – Bill of Quantities, Table 1, Page CT-21:</i></p> <p><i>Item A10 –</i> <i>“Allow a sum for provision of Industrial Training and Pneumoconiosis Levies to Employer”</i></p> <p><i>Please clarify the requirement on the captioned.</i></p>	Item A10 would be omitted.
17.	<p><i>Refer to Conditions of Tender, Appendix D – Fee Proposal – Bill of Quantities, Table 1, Page CT-21:</i></p> <p><i>Item A6 –</i> <i>“Allow a sum for provision of an adequate number of Competent Supervisor(s), serving for monitor the installation and safety measures carried out by the main contractor”</i></p>	<p>Table 1 of Appendix D – ‘Fee Proposal’ (Page CT-21) has been updated as below:</p> <p>Item A6: Allow a sum of 14 working days (as a minimum) on site for provision of an adequate number of Competent Supervisor(s), serving for monitoring the installation and safety measures of the specified equipment which carried out by main contractor or others.</p> <p>Item A7: Allow a sum of 14 working days (as a minimum) on site for provision of providing Testing and Commissioning of the installed Equipment as specified.</p>

Item No.	Tender Reference / Queries	The CIC's Responses
	<p><i>Item A11 –</i></p> <p><i>“To allow 14 working days for carrying out supervision to the specified Equipment to be installed by the Main Contractor (others)”</i></p> <p><i>Please explain the difference between the two items.</i></p>	<p>Item A11 would be omitted.</p>
18.	<p><i>Refer to Assignment Brief, Section 9 – Technical Specifications, Clause 9.6, Page AB-29:</i></p> <p><i>“This Equipment shall consist of 1) A touch panel for operator to experience the current flow with indication....”</i></p> <p><i>Please advise whether a touch panel mean the operation box which equipped Start / Stop switch, mode select switch, Exhaust fan switch, Emergency Stop switch, etc, or do you mean the monitor panel which each operation is done by touching the screen?</i></p>	<p>Touch panel means a place to put the trainee's hands on the device to experience the electrical current flow.</p>
19.	<p><i>Does the current flow mean the existing operation / working condition, or to show how the electrical current go through the simulator machine or trainee's body?</i></p>	<p>It refers to the electrical current that go through the trainee's body.</p>

Assignment Brief

for

Supply and Delivery of Simulation Equipment for the

Safety Experience Training Centre (SETC)

at

Kwai Chung Campus (KCC)

of

the Construction Industry Council (CIC) (Re-Tender)

February 2018

© 2018 Construction Industry Council

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

Assignment Brief
Supply and Delivery of Simulation Equipment for the
Safety Experience Training Centre (SETC) at
Kwai Chung Campus (KCC) of
the Construction Industry Council (CIC) (Re-Tender)

Table of Contents

	Page
1. Background	AB-2
2. Supply and Supervision Objectives	AB-3
3. Scope of Supply and Supervision Services / Assignment Scope	AB-4
4. Presentations	AB-8
5. Deliverables	AB-8
6. Brief Programme	AB-10
7. Management of the Supplier	AB-11
8. General Specifications	AB-12
9. Technical Specifications	AB-17
 Annex 1 – Tender Drawing (Location of Equipment)	 NS-01

1. Background

- 1.1 The Construction Industry Council (CIC) has been providing construction training for various construction-related trades in Hong Kong, and would like to provide a new mode of safety training in a designated area at its Kwai Chung Campus (KCC) (the Site).
- 1.2 The project site is called Safety Experience Training Centre (SETC) with a floor area of around 330m².
- 1.3 Renovation works would be carried out by the Main Contractor (to be engaged by the CIC) for the establishment of SETC in Year 2018. The CIC has decided to engage a supplier (the Supplier) to supply the suitable equipment (the Equipment) as specified in the contract to provide simulation experience safety training in SETC.

2. Objectives

- 2.1 The Supplier is required to supply the equipment as listed below at the Site (the Works). The Supplier shall supervise the Main Contractor engaged by the CIC during installation of the Equipment.
- 2.2 The Supplier shall ensure quality and to achieve the required performance, relevant forms / information as required by this Contract, completion inspection and verification, preparing relevant Training Manual, Operation and Maintenance Manual, work jointly with the Main Contractor and handover the Equipment to the CIC / Architect (engaged by the CIC), obtaining feedback and making the necessary rectification, etc.

<u>Type of Equipment</u> (Refer to Section 9 - Technical Specifications)	<u>Quantity</u>
Equipment A	1 set.
Equipment B	1 set.
Equipment C	2 sets.
Equipment D	2 sets.
Equipment E	1 set.
Equipment F	1 set.
Equipment G	1 set.
Equipment H	1 set.
Equipment J	1 set.
Equipment K	1 set.

- 2.3 The Supplier must supply all Equipment in accordance with the requirements stated in the Technical Specifications in the Contract. No alternative proposal would be adopted in this Contract unless otherwise specified by the CIC / Architect after the contract award.

3. Scope of Supply and Delivery Contract

3.1 The description of the scope of the Works given below is not exhaustive. The tenderer is deemed to have read other tender documentation to fully aware of the extent of the Works.

3.2 The scope of Supply and Delivery Contract are proposed as follows:

(a) Submit Shop Drawing for the CIC / Architect's Approval:

3.3 To prepare and submit all necessary shop drawings, calculations, reports, certificates, technical information, supporting documents and other documents as required for the CIC / Architect for review and approval, within 14 days upon the contract award. No ordering of any Equipment shall be made until the approval from the CIC / Architect is attained.

(b) Painting on Equipment:

3.4 To allow for painting of all Equipment including (but not by way of limitation) motors, hangers, brackets and supports, etc., provided under this Contract. In particular, all Equipment, steelwork, etc., shall be painted inside the factory before delivery.

3.5 The CIC / Architect shall has the right to design the Equipment colour and coating after the contract is awarded. Colour sample, the specifications of the painting materials and the painting method shall be submitted to the CIC / Architect for approval prior to comment of the painting works. The Supplier shall take adequate precautions and make good all damage, so that at the time of handover to the Employer, all paint surfaces are free of imperfections of any kind.

3. Scope of Supply and Delivery Contract (Cont'd)

(c) Delivery of Equipment:

3.6 To deliver all confirmed Equipment to the Site by air / shipping or another media within 75 days after the confirmation of ordering. In addition, if the Supplier considers to separate the delivery in batches, the first batch and final batch of the Equipment delivery shall not be more than 14 days as it would affect the site operation.

3.7 The routing for delivering all Equipment shall be proposed by the Supplier. The Equipment which need to be disassembled and re-assembled for delivery due to restriction of the building structure (if any) shall be included in the Contract.

3.8 No wall opening would be made from the Employer to facilitate the delivery to the Site. The Supplier shall also provide protection on the delivery to make sure no damages to the Site would be made during the delivery.

3.9 Upon delivery to the Site, protections of the Equipment after positioning shall be provided to satisfaction to the CIC / Architect;

(d) Supervision for Installation and Coordination with the Main Contractor:

3.10 Unless otherwise specified by the CIC / Architect, the tentative delivery and installation schedule shall be around Q3-Q4 2018. Upon the delivery of the Equipment on the Site / Designated area within KCC (to be advised by the CIC), the Supplier shall arrange supervisor to carry out supervision to the Equipment, which shall be procured and installed by the Main Contractor within 14 days from the last batch of Equipment delivery. In addition, the Supplier shall provide 14 days of site supervision (as a minimum) without additional cost, or unless specified by the CIC / Architect.

3. Scope of Supply and Delivery Contract (Cont'd)

3.11 The Supplier shall carry out supervision on all Equipment during the installation and coordinate with the Main Contractor until the completion of the installation. It is estimated that the supervision and installation period shall be 7 days (maximum) unless otherwise specified.

(e) Supervision of the Supplier:

3.12 The Supplier shall be supervised by the CIC and its Consultant of the SETC Project (i.e. David S K Au & Associates Ltd) who also serve as the Architect of the project.

(f) Training Manual and Training Classes:

3.13 The Supplier shall provide Training Manual for all the Equipment installed in SETC with protection of users from any potential hazard in using the Equipment. The Supplier shall conduct two training classes with materials to the CIC for all the SETC installed Equipment (including but not limited to safety precautions, usage, operation and maintenance requirement and how to conduct in training).

(g) Operation & Maintenance (O&M) Manual:

3.14 The Supplier shall provide O&M Manual for all of the above-mentioned experimental Equipment to be installed in SETC.

3.15 The O&M Manual shall include, but not limited to, equipment overview, equipment drawings, operation procedure of equipment, maintenance procedure of equipment, O&M safeguards for potential hazards and personal protective equipment proposal for safe operation and maintenance of equipment, proprietary information, spare part information, required documentations and certifications.

3. Scope of Supply and Delivery Contract (Cont'd)

- (h) Testing and Commissioning:
- 3.16 The Supplier shall join with the Main Contractor to perform 14 days of Testing and Commissioning (as a minimum) of all the Equipment upon completion of installation without additional cost, or unless specified by the CIC / Architect.
- (i) Certification of Completion:
- 3.17 To certify the Completion for Installation of all Equipment upon Testing and Commissioning to the satisfaction of the CIC;
- (j) Developing Disclaimers:
- 3.18 To assist the CIC / Architect to develop and advise disclaimers required before participants use the SETC;
- (k) Issuance of Warranty:
- 3.19 To repair the Equipment at no charge for any defects of the Equipment within 2-year from the date of handover of the Equipment to the CIC or Practical Completion of the Main Contract whichever is the later, provided the Equipment is operated in normal conditions and the defects are caused by the manufacturer's responsibility.
- 3.20 The scope of works mentioned above must not be read as complete description of work forming this Contract but only as an indication of extent of works. The tenderer is requested to visit the Site to make clear of the works involved and to ensure that all installation described above should comply with all relevant local regulations.
- (l) Liaison works with the Main Contractor to facilitate all necessary statutory submission/ licensing requirements:
- 3.21 Any Equipment provided by the Supplier may be required to fulfill any

3. Scope of Supply and Delivery Contract (Cont'd)

statutory / licensing requirements in Hong Kong. The Supplier shall coordinate with the Main Contractor who would carry out the renovation works of the SETC and install the Equipment as specified this Contract, to apply for any licensing application / fulfilling the statutory requirements in Hong Kong. The Supplier shall modify the profile of the Equipment to comply with the relevant licensing requirements and until the relevant license is obtained.

4. Presentations

- 4.1 To attend meetings with the Architect and the CIC for any modifications of the Equipment as necessary.

5. Deliverables

- 5.1 All Deliverables shall comply with the Contract requirements to the satisfaction of the CIC and the Architect. Should there be different interpretations between the CIC and the Supplier against any requirements in the Contract, the CIC shall have the final jurisdiction on the explanation and approach of the implementation for the requirements. The Supplier shall follow the explanation of the requirements and the instructions given by the CIC to implement the solution to the satisfaction of the CIC.
- 5.2 To prepare and submit all necessary shop drawings, calculations, reports, certificates, technical information, supporting documents and other documents as required for the CIC / Architect for review and approval, within 14 days of the contract is being awarded.
- 5.3 The Shop Drawings of the Equipment A to K produced by the Supplier shall be subject to the acceptance by the CIC / Architect. The CIC will endeavour to respond to and comment on the shop drawing submitted by the Supplier within 2 weeks of submission as practical as possible. The Supplier shall rectify and supplement the submissions within 2 weeks upon receiving comments from the CIC and/or stakeholders.

5. Deliverables (Cont'd)

- 5.4 To deliver all approved Equipment by the CIC / Architect to the Site by air / shipping or another media, all equipment shall be sent to the site within 75 days after the confirmation of ordering.
- 5.5 To arrange the appropriate supervisor on site to carry out supervision to the installation works to be carried out by the Main Contractor engaged by the CIC. The equipment shall be ready for supervision within 14 days after all equipment delivered on site or unless otherwise specified by the CIC / Architect.
- 5.6 The Supplier shall join with the Main Contractor to perform 14 days of Testing and Commissioning (as a minimum) of all the Equipment upon completion of installation without additional cost, or unless specified by the CIC / Architect.
- 5.7 To prepare Training Manual and conduct two training classes with materials to the CIC for all the experimental Equipment installed in SETC with protection of users from any potential hazard in using the Equipment.
- 5.8 Certification of the completion for Installation of all Equipment upon Testing and Commissioning.
- 5.9 All documents shall be submitted electronically in MS Word format, MS Excel format (for data) and in pdf file format or any other formats as applicable which are readily printable.
- 5.10 All shop drawings and documents must be submitted in English to the satisfaction of the CIC / Architect.
- 5.11 To submit warranty of all Equipment with the number of years as specified in the contract and to provide the Operation and Maintenance Manual.

6. Brief Programme

- 6.1 The Supplier undertakes to submit Deliverables as stipulated in the Assignment Brief (in particular Section 9 - Technical Specifications) to the CIC in accordance with the tentative programme specified in Paragraph 6.3 below or as directed / agreed by the CIC from time to time.
- 6.2 Supplementary information or reports other than the Deliverables stated below shall be prepared and delivered at such time upon request by the CIC.
- 6.3 The following activities shall be taken into consideration in the preparation of the programme:

Task	Description of Deliverables	Deadline
(1)	To submit Shop Drawings of all Equipment as specified in Paragraph 5.2	Within 14 days upon contract award
(2)	To deliver all approved Equipment by the CIC / Architect to the Site by air / shipping or another media as specified in Paragraph 5.4	All batches are within 75 days after the confirmation of ordering. In addition, if the Supplier considers separating the delivery in batches, the first batch and final batch of the Equipment delivery shall not be more than 14 days.
(3)	To arrange the appropriate supervisor on site to carry out supervision to the installation works to be carried out by the Main Contractor engaged by the CIC as specified in Paragraph 5.5	Within 14 days from all equipment delivered on site or unless otherwise specified by the CIC / Architect.
(4)	To join with the Main Contractor engaged by the CIC to perform Testing and Commissioning of all the Equipment upon completion of installation as specified in Paragraph 5.6	Within 14 days from all equipment installed on site or unless otherwise specified by the CIC / Architect.
(5)	To submit Training Manual and conducted Training Classes as specified in Paragraph 5.7	Within 28 days from completion of equipment installation

(6)	To issue Certificate of Completion as specified in Paragraph 5.8	Within 28 days from completion of Testing and Commissioning
(7)	To issue all warranties of the equipment Operation and Maintenance Manual and other certificates as specified in Paragraph 5.11	Within 28 days from completion of Testing and Commissioning

7. Management of the Supplier

- 7.1 The Supplier shall be directed and supervised by the CIC and the Architect as delegated. (See also Paragraph 3.12 above)
- 7.2 References to the CIC in this Assignment Brief and its Annex 1 shall include the committees and/or task forces and/or task groups set up under the CIC. The CIC Secretariat will facilitate the CIC in supervising the Supplier.
- 7.3 The Supplier shall obtain the approval of the CIC and the Architect as delegated (where appropriate) before commencement of each stage of the Assignment.
- 7.4 The Supplier shall attend all meetings held by the CIC and the Architect as required and necessary.

8. General Specifications

8.1 General

- 8.1.1 The scope of work should include Supply, Delivery and Supervision of Simulation Equipment for Renovation Works of Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC), 7-11 Kwai Hop Street, Kwai Chung New Territories, Hong Kong K.T.C.L. 381 (The Site).
- 8.1.2 The Supplier shall deliver the approved Equipment to the Site tentatively from May 2018 to August 2018 subject to the master programme prepared by the Main Contractor responsible for the renovation works.
- 8.1.3 The contract period of the Main Contract for SETC renovation works is approximately 180 calendar days unless otherwise specified. The tentative commencement date of abovementioned renovation contract shall be in March 2018.
- 8.1.4 The Supplier shall provide a cargo insurance, which shall cover all risks of loss of or damage to the equipment in transit from Supplier's manufacturer to the Contract Site or Designated area within KCC (to be advised by the CIC) in Hong Kong Special Administrative Region. The insurance shall cover general average and salvage charges, adjusted or determined according to the contract of affreightment and / or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause. The duration of the cargo insurance shall attach from the time the equipment leave the Supplier's manufacturer for the commencement of the transit, continues during the ordinary course of transit and terminates upon the delivery to the Contract Site in Hong Kong Special Administrative Region.
- 8.1.5 The Supplier shall provide all means of appropriate protection at its own cost to fully protect the Equipment in order to avoid damages when the renovation works are carried out at the Site.
- 8.1.6 The information provided in the tender documents only indicates the design intent and minimum performance requirements. The quantities, capacities and sizing contained should not be assumed to be the exact extent of the works. The Supplier

should be responsible for the full design and developing a complete system fit for the intended purpose and in accordance with the design intent.

8.1.7 Relevant standards, codes, guidelines, regulations and other documents issued by international / local statutory authorities shall be followed.

8.1.8 All powered equipment shall be installed with Emergency Stop to stop the machine during emergency case.

8.1.9 The Works shall include, but not limited to, the following:-

- a) Submission of the proposed materials, detail sketches etc. to the CIC / Architect for comment and approval before commencement of the Works.
- b) Resume of any other trade works / fire sealant / insulation etc. before / after the Works.
- c) Liaise with any contractor(s) employed by the Employer to achieve timely completion of the Works if required.
- d) The Supplier shall liaise closely with the Employer and its representative(s) for detail planning / execution of the Works.
- e) Provide all necessary warning notices, signages, labels, protection and temporary lighting facilities to pedestrian when needed in order to cope with all relevant statutory requirements.
- f) Submit method statement / testing procedures to the Employer for approval and carry out all necessary testings for the Works according to the latest version of procedures approved by the Employer or its representative(s).
- g) Provide THREE (3) sets of catalogues and approved equipment drawings and details for the alternated and addition system as installed in both hard copy and electronic files stored CD-ROM / DVD-ROM.

- h) Provide quotation for subsequent operation & maintenance work (if applicable) and unit rate for major components that may incur for additional / alternation works with validity for at least one years' time after DLP.

8.1.10 All materials and workmanship shall comply with all relevant sections of the latest edition of the following and all current amendments thereto issued, unless otherwise instructed by the Employer:

- a) CAP 56A (Boilers and Pressure Vessels Regulations)

8.1.11 All inspection, checking, adjusting, servicing, modifying, testing, maintenance and repairing services for those installations not exempted from such Regulations shall be carried out by competent persons provided by the Supplier in a safe, prompt and workmanlike manner to the satisfaction of the Employer.

8.2 Supplier's Management Organization

8.2.1 The Supplier shall provide an adequately qualified and experienced supervision team(s) for the purpose of this Contract. The team members shall be required to attend regular meetings with the Employer and its representative(s) to review the progress, work performance, complaints etc. The team shall comprise of, at least, the following team members:

(a) Project Manager

The project manager shall have minimum of 5 years of experience in the field of equipment production monitoring.

(b) Competent Supervisor(s)

The Competent Supervisor shall have minimum of 5 years of experience in the field of similar equipment / simulators' supervision.

8.2.2 The Supplier shall provide an adequate number of Competent Supervisor(s), serving for monitor the installation and safety measures carried out by the Main Contractor.

8.3 Equipment and Appliances Offered

- 8.3.1 The equipment and appliances offered shall be rated at 380 volts, 3 phase 4-wire/220 volts single phase two wire $\pm 6\%$ at 50Hz.

8.4 Inspection, Measurement and Test Equipment

- 8.4.1 The Supplier shall use calibrated equipment for the Supply of Calibrated Inspection, Measurement and Test Equipment. All equipment and ancillaries shall be checked, calibrated and maintained in good working order and available for use at all times.

8.5 Spare Parts

- 8.5.1 The Supplier shall include in his tender all required spare parts and the tenderer shall also offer warranty that all the spare parts can be available on the market for THREE (3) consecutive years after the expiry of the original 2-years warranty period.

8.6 Advice of Orders Placed

- 8.6.1 The tenderer is required to forward copies of all orders placed for major items and equipment which are necessary to be imported from overseas to Employer for reference within two weeks after approval of the corresponding equipment by the Employer. Copies of all orders placed shall be forwarded to the Employer for information & record.

8.7 Addition and Deletion of Installation

- 8.7.1 The Employer shall have the right during the Contract period to instruct additional installation works into this Contract and the Supplier shall execute such additional works in accordance with the Conditions of this Contract.
- 8.7.2 The Employer shall have the right during the Contract period to instruct for omission of installation works from the Contract.

8.8 Information to be Submitted to the Employer

8.8.1 In addition to the requirements of staff organization, Supplier's facilities, working programme, company's brochures, etc. that stipulated in this specifications, the Supplier shall also submit the followings :

- a) Method Statement;
- b) Warranty;
- c) Support, Maintenance and Spares;
- d) Proposed System Design Description, Schematics and Drawings;
- e) Project Methodology and Deliverables;
- f) Technical Expertise;
- g) Information on Relevant Projects
- h) Schedule of Current Projects

8.9 Remedy on Supplier's failure to Perform

8.9.1 If the Supplier fails to carry out any work required under the Contract or refuses to comply with any instruction or order given by the Employer in accordance with the Contract within a reasonable time, the Employer may give the Supplier 7 days' notice in writing to carry out such work or comply with such instruction.

8.9.2 If the Supplier fails to comply with such notice, the Employer shall be entitled to carry out such work by itself or by his own workmen or by other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Supplier by deduction from money due to the Supplier under this Contract or under any other contract between the Employer and the Supplier.

8.10 Industrial Training and Pneumoconiosis Levies

8.10.1 The Supplier's attention is drawn to his obligations under the Industrial Training (Construction Industry) Ordinance (Cap. 317) and the Pneumoconiosis (Compensation) Ordinance (Cap. 360) and the Contract Sum shall include the amounts payable in respect of these levies with regard to all works included in this Contract.

9. Technical Specifications

9.1 Equipment A (Training for personal protection equipment)

General Description:

This Equipment shall have a steel post with lifting device to lift up a heavy weight. A testing object such as dummy helmet or dummy shoes would be placed under the heavy item to receive a dropping impact. There should be a control to activate the dropping test.

Objective:

This Equipment would facilitate dropping a heavy item on a dummy with or without protected by safety helmet or safety shoes, the trainee would see the condition of the dummy from test.

The dropping impact could be varied from different lifting weight.

Trainee is expected to learn the effectiveness of wearing safety shoe compare to regular shoes and the important of wearing safety helmet in the construction site.

This Equipment shall allow one person in operation at a time.

Equipment's Specification Requirement:

Allowable size	Width : not more than 1000mm
	Length : not more than 1000mm
	Height : not more than 2100mm
Material	Steel with painting coat.

9. Technical Specifications (Cont'd)

9.1 Equipment A (Training for personal protection equipment) (Cont'd)

Equipment's Specification Requirement:

Painting Coat	Baking finish type with 2 layers 1 st layer : 15mμ Primer coating 2 nd layer: 15mμ Baking finish coating.
Dropping weight	Around 10kg
Dropping impact	Around 20kn
Weight	Not more than 300kg

9. Technical Specifications (Cont'd)

9.2 Equipment B (Training for working at height)

General Description :

This Equipment shall consist of a rectangular metal frame with 4 posts, connected with diagonal bracing on all post for lateral stability. A lifting hoist crane would be mounted on top and center of the rigid frame for lifting up a person off the ground. There should be a power control device for the lift up operation.

Objective:

This Equipment shall allow the trainee experience the falling under protection by safety equipment. The trainee shall wear safety harness, lift upward by the winch of the equipment and experience the lift up in the air.

Trainee is expected to learn how the types of the safety belts and safety harness works to the body when they are fallen.

This Equipment shall allow one person in operation at a time.

Equipment's Specification Requirement:

Allowable size :	Width : not more than 2000mm
	Length : not more than 1500mm
	Height : not more than 3000mm
Material :	Aluminium with painting coat.
Painting Coat	Baking finish type with 2 layers 1 st layer : 15mµ Primer coating 2 nd layer: 15mµ Baking finish coating.

9. Technical Specifications (Cont'd)

9.2 Equipment B (Training for working at height) (Cont'd)

Equipment's Specification Requirement:

Weight	not more than 300kg
Component	1 set of hoist winch lifted by power
Electrical power supply	220 V- single phase
Maximum lifting weight	150kg for a person

Specification in Safety Aspects (for Equipment B)

Equipment Potential Hazards

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Fall from height
- Overturning of equipment

Equipment's Documentation Requirement:

In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided:

- (1) Certificate that the equipment can support the safe working load
- (2) Calculations to demonstrate the equipment system safety. (i.e. equipment cannot be overturned.)
- (3) Safe Working Load labels shall be presented on equipment

9. Technical Specifications (Cont'd)

9.3 Equipment C (Training for working at height)

General Description :

This Equipment shall have an “A” shape step ladder sit on a based platform. Both side of ladder could be shifted slightly by a control. The movement operation is triggered by an air compression and there are two ways of movement operation.

It is expected that one air compress air tank would serve two set of Equipment.

Objective:

In order to learn the safety matter from working at height, this Equipment shall be in safety training on an unsteady step ladder form, which allows trainee to experience the potential dangers if they operate the step ladder in an unsafe manner.

Trainee is expected to experience the unbalance in their body in a sudden. The movement of the step ladder could be in backward or collapse either powered by electric or compress air mechanism.

This Equipment shall allow one person in operation at a time.

Equipment's Specification Requirement:

Allowable size	Width : not more than 2000mm
	Length : not more than 1000mm
	Height : not more than 2500mm
Material	Aluminium and steel with painting coat.
Painting Coat	Baking finish type with 2 layers 1 st layer : 15mμ Primer coating 2 nd layer: 15mμ Baking finish coating.

9. Technical Specifications (Cont'd)

9.3 Equipment C (Training for working at height) (Cont'd)

Equipment's Specification Requirement:

Weight	not more than 300kg
Component:	-Compress air tank unit (in compliance with CAP 56A Boilers and Pressure Vessels Regulations) : motor and air receiver with chamber for air collection.
Electrical power supply	220 V- single phase
Maximum lifting weight	150kg for a person
Accessories:	A fall protection system shall be proposed by the supplier in case the user is falling during operation
Ladder shall comply with BS EN 131-1:2015 or equivalent international standards	

Specification in Safety Aspects (for Equipment C)

Equipment Potential Hazards:

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Collapse of ladder
- Fall from height
- Tripping
- Explosion hazard of air tank

9. Technical Specifications (Cont'd)

9.3 Equipment C (Training for working at height) (Cont'd)

Equipment's Documentation Requirement:

In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided:

- (1) Certificate that the equipment can support the safe working load
- (2) Compliance Certificate to BS EN 131-1 or equivalent international standards
- (3) Safe Working Load labels shall be presented on equipment
- (4) O&M procedure for safe operation of the equipment while trainee is on the equipment
- (5) Either one of the below documentations regarding equipment's air tank:
 - (A) one copy of the maker's certificate and one copy of the certificate of inspection during construction issued in respect of the boiler or pressure vessel by a recognized inspection body; or
 - (B) documentary evidence, to the satisfaction of the Hong Kong's Boilers and Pressure Vessels Authority, that the boiler or pressure vessel complies with a recognized engineering standard or code in respect of:
 - (i) the welders employed and welding procedures used in the construction, erection, and repairs of the boiler or pressure vessel;
 - (ii) heat treatment before and after welding;
 - (iii) tests and inspections carried out on the boiler or pressure vessel; and
 - (iv) any other relevant technical details that the Authority may specify, e.g. the kind and grade of material used in the pressure parts of the boiler or pressure vessel; or
 - (C) details of the design and methods of construction, inspection, and testing of the boiler or pressure vessel and its auxiliary equipment.

9. Technical Specifications (Cont'd)

9.4 Equipment D (Training for working at height)

General Description:

This Equipment shall have an elevated metal platform protected by railings on all sides.

Ladders would be attached for people to climb up. The ladder shall have protective guard provided.

An unstable plank shall be provided with railing for safety handling.

Objective:

This Equipment shall allows trainee to climb up and conduct different mode of safety training regarding working at height.

Not meant to be exhaustive but trainee is expected to learn the following from the Equipment:

- 1) how to use safety belt hook and safety harness on the elevation platform;
- 2) walk on the elevation platform and experience the sudden gap of plank ;
- 3) a correct angle to use a portable ladder to climb up the high level;
- 4) a correct body position to use a fixed vertical ladder and see how climbing a vertical ladder affects the trainee's balance;
- 5) Experience the unsecured planks which could affect the trainee's steadiness.

This Equipment shall allow one person in operation at a time.

Allowable size	Width : not more than 2600mm
	Length : not more than 2100mm
	Height : not more than 4000mm
Material	steel with painting coat

9. Technical Specifications (Cont'd)

9.4 Equipment D (Training for working at height) (Cont'd)

Equipment's Specification Requirement:

Painting Coat	Baking finish type with 2 layers 1 st layer : 15mμ Primer coating 2 nd layer: 15mμ Baking finish coating.
Weight	not more than 700kg
Component	-Fixed ladder able to be mounted on the Equipment -Portable ladder able to be mounted on the Equipment -Walkway unit with anchor point(s) able to attach the safety hook and safety harness.
Maximum lifting weight	150kg for a person

Specification in Safety Aspects (for Equipment D)

Equipment Potential Hazards:

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Collapse of platform
- Fall from height

Equipment's Documentation Requirement:

In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided:

- (1) Certificate that the equipment can support the safe working load
- (2) Safe Working Load labels shall be presented on equipment

9. Technical Specifications (Cont'd)

9.5 Equipment E (Training for slinging operation)

General Description :

This Equipment shall consist of a hoist crane with motor mounted on a horizontal steel beam, supported by two H-steel post on both side. The hoist crane in the middle shall have a hook to allow different kind of lifting rope to mount on. This Equipment is able to be controlled by a remote control panel.

Objective:

This Equipment shall allow trainee to know how to use the hoisting crane and slinging wire, and experience the danger in simulation from the operation.

Trainee shall learn

- the right operation of hoist crane,
- a right angle of the slinging wire
- How to select the different size of the wire rope for the different type of slinging experience
- experience the stimulation of accident by using wrong method of slinging operation in a safe environment.

This Equipment shall allow one person in operation at a time.

Equipment's Specification Requirement:

Allowable size	Width : not more than 2600mm
	Length : not more than 1600mm
	Height : not more than 2800mm
Material	steel with painting coat
Painting Coat	Baking finish type with 2 layers 1 st layer : 15μ Primer coating 2 nd layer: 15μ Baking finish coating.

9. Technical Specifications (Cont'd)

9.5 Equipment E (Training for slinging operation) (Cont'd)

Equipment's Specification Requirement:

Weight	not more than 1000kg
Component:	-Hoist Crane lifting power : at least 1000 kg lifting weight lifting motor power: 4.3kw in minimum lifting speed : at least 10m / min. Traversing speed : at least 20m / min.
Accessories:	- Provision of sticks to handle sling wire
Electrical power supply	220 V- single phase and modified to fit Hong Kong standard of power socket.

Specification in Safety Aspects (for Equipment E)

Equipment Potential Hazards:

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Collapse of framework
- Overturning of equipment
- Hands trapped between pinch points
- Hands abrasion

9. Technical Specifications (Cont'd)

9.5 Equipment E (Training for slinging operation) (Cont'd)

Equipment's Documentation Requirement:

In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided:

- (1) Certificate that the equipment can support the safe working load
- (2) Calculations to demonstrate the equipment system safety. (i.e. equipment cannot be overturned.)
- (3) Safe Working Load labels shall be presented on equipment
- (4) LA and LG certificate, according to CAP 59J Factories And Industrial Undertakings (Lifting Appliance and Lifting Gear) Regulation
- (5) Visual and Audible warning signal during lifting operation

9. Technical Specifications (Cont'd)

9.6 Equipment F (Training for Chemical & Electrical Safety)

General Description :

This Equipment shall consist of

- 1) A touch panel for operator to experience the current flow with indication
- 2) A viewing chamber to demonstrate the electrical cable under over current flow.
- 3) Demonstration of testing power socket in an abnormal condition.

Objective:

This Equipment is expected to allow trainee to experience the electrical shock in low voltage and understand the characteristic of electrical current flow. The voltage shall be varies in different level to suit for the different experience.

Trainee shall learn the potential danger of using electrical appliance and understand the risk of overloading from the power connection.

This Equipment shall allow the electrical shock experience in dry and wet condition both.

Equipment's Specification Requirement:

Allowable size	Width : not more than 1100mm
	Length : not more than 900mm
	Height : not more than 1700mm
Material	-Steel with painting coat - Electrical wires for electrical shock experience shall be Low Smoke Zero Halogen (LSOH) type

9. Technical Specifications (Cont'd)

9.6 Equipment F (Training for Chemical & Electrical Safety) (Cont'd)

Equipment's Specification Requirement:

Painting Coat	Baking finish type with 2 layers 1 st layer : 15mμ Primer coating 2 nd layer: 15mμ Baking finish coating.
Weight	not more than 300kg
Component	-A touch panel for current flow stimulation Power indication of current value , max 3.0mA -A view chamber for demonstration of testing electrical cable and power socket under an over current flow
Electrical power supply	220 V- single phase and modified to fit Hong Kong standard of power socket.

9. Technical Specifications (Cont'd)

9.6 Equipment F (Training for Chemical & Electrical Safety) (Cont'd)

Specification in Safety Aspects (for Equipment F)

Equipment Potential Hazards:

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Electrocution
- Inhalation of harmful gas from burning wire

Equipment's Documentation Requirement:

In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided:

- (1) Certification and detail of design safeguards to guarantee the electric shock demonstration current is under 3 mA.
- (2) Justification that current under 3mA is harmless to human being.
- (3) LSOH wires specification and standard
- (4) Justification or proof that emission of gas is harmless to human being

9. Technical Specifications (Cont'd)

9.7 Equipment G (Training for Chemical & Electrical Safety)

General Description :

This Equipment shall consist of a viewing chamber as a well protected transparent cylinder. An organic solvent testing material shall be injected into the cylinder by syringe for ignition. It is expected that an explosion would be occurred after the ignition of a testing object under a safety control environment.

No generation of any toxic substance or gas shall be occurred from the whole process.

Objective:

Trainee shall experience from a sparking to an explosion shock from the reaction of igniting organic solvent in the viewing chamber. This process shall be under a safe protection, facilitate by this Equipment.

Equipment's Specification Requirement:

Allowable size	Width : not more than 500mm
	Length : not more than 500mm
	Height : not more than 1200mm
Material	steel with painting coat
Painting Coat	Baking finish type with 2 layers 1 st layer : 15mμ Primer coating 2 nd layer: 15mμ Baking finish coating.
Weight	not more than 50kg

9. Technical Specifications (Cont'd)

9.7 Equipment G (Training for Chemical & Electrical Safety) (Cont'd)

Equipment's Specification Requirement:

Component	-A sturdily constructed viewing chamber to place the substance for testing
	-An ignition device
Electrical power supply	220 V- single phase and modified to fit Hong Kong standard of power socket.

Specification in Safety Aspects (for Equipment G)

Equipment Potential Hazards:

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Explosion
- Inhalation of harmful gas

Equipment's Documentation Requirement:

In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided:

- (1) Relevant standards of sturdily constructed viewing chamber's material
- (2) Design justification that the sturdily constructed viewing chamber can withstand the explosion without inducing potential harms
- (3) Safety procedure and Material Safety Data Sheet (MSDS) for handling, storage and disposal of the solvent
- (4) O&M procedure to inspect and maintain the glass tube
- (5) Justification or proof that emission of gas is harmless to human being

9. Technical Specifications (Cont'd)

9.8 Equipment H (Training for machinery and trapping hazard)

General Description :

This Equipment shall consist of a movable roller blade attached on the rail track. A dummy object would be placed a point that the blade would reached in action.

Objective:

This Equipment shall facilitate a cutting blade experience on a dummy object for demonstration to trainee: Operator shall place a dummy hand on a designate position in the machine whereas the blade would in contact. This Equipment shall be conducted by one person at a time.

Trainee shall aware the importance of wearing Cut Resistant Glove when they are handing object with sharp edge or during any cutting operation

9. Technical Specifications (Cont'd)

9.8 Equipment H (Training for machinery and trapping hazard) (Cont'd)

Equipment's Specification Requirement:

Allowable size	Width : not more than 1000mm
	Length : not more than 500mm
	Height : not more than 500mm
Material	steel with painting coat
Painting Coat	Baking finish type with 2 layers 1 st layer : 15mμ Primer coating 2 nd layer: 15mμ Baking finish coating.
Weight	not more than 50kg
Accessories:	Transparent shield to enclose the equipment/ cutting blade during operation. The equipment shall installed with interlocking switch (to stop the operation of equipment during open the enclosure ie. removal of dummy object)
Electrical power supply	220 V- single phase and modified to fit Hong Kong standard of power socket.

Specification in Safety Aspects

Equipment Potential Hazards:

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Laceration

9. Technical Specifications (Cont'd)

9.9 Equipment J (Training for machinery and trapping hazard)

General Description :

This Equipment shall consist of powered grinder machine and covered by a well protected transparent box as a viewing chamber. The viewing chamber is operable and the testing material shall be placed into the chamber to receive grinding experiment.

Objective:

This Equipment shall facilitate a grinding experience on a test object in full power for demonstration to trainee: A grinder is served to grind stone / dummy under a well protected environment. This Equipment shall be conducted by one person at a time.

Trainee shall learn the following:

- 1) experience the power of grinding stone process
- 2) learn point of potential danger in the grind stone operation.
- 3) aware the importance on safety handling before any grinding stone process
- 4) check grind stone condition see any crack and fragment before the grinding operation to mitigate the risk of accident.

Equipment's Specification Requirement:

Allowable size	Width : not more than 1000mm
	Length : not more than 600mm
	Height : not more than 1600mm
Material	steel with painting coat

9. Technical Specifications (Cont'd)

9.9 Equipment J (Training for machinery and trapping hazard) (Cont'd)

Painting Coat	Baking finish type with 2 layers 1 st layer : 15mμ Primer coating 2 nd layer: 15mμ Baking finish coating.
Weight	not more than 50kg
Component	A motor for power the grinder Power at 1.2kw min.
Electrical power supply	220 V- single phase

Specification in Safety Aspects (for Equipment J)

Equipment Potential Hazards:

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Flying debris hazard
- Trapping hazards during removal of trapped object or maintenance of equipment

Equipment's Documentation Requirement:

In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided:

- (1) Specification and requirement of test object
- (2) Transparent enclosure with interlocking switch (to stop the operation of equipment during open the enclosure ie. Removal of dummy object)
- (3) Equipment enclosure with interlocking switch (to stop the operation of equipment during open the enclosure ie. Removal of trapped objective)

9. Technical Specifications (Cont'd)

9.10 Equipment K (Training for machinery and trapping hazard)

General Description:

This Equipment shall consist two rotating wheels mounted with a conveying belt, this whole set is to be covered by a well protected machine frame with transparent panel in front for reviewing the experiment. To operate, simply put testing object (e.g. wooden sticks) into the conveying belt to experience the effect.

Objective:

This Equipment shall allow trainee to experience the jamming shock by inserting a testing object would be deteriorated (e.g. wooden chop sticks) in between the Vee belt and pulley in action. This action simulate if a worker's operation near vee belt with bare hand. This Equipment shall be conducted by one person at a time.

Trainee shall learn the following:

- 1) Experience the shock of jamming as the testing object reflects the trainee 's hand;
- 2) aware the importance on safety handing (e.g. wearing groove) before the operation;
- 3) Immediate follow up action if the hand got caught from jamming.

Equipment's Specification Requirement:

Allowable size	Width : not more than 800mm
	Length : not more than 500mm
	Height : not more than 1500mm
Material	steel with painting coat

9. Technical Specifications (Cont'd)

9.10 Equipment K (Training for machinery and trapping hazard) (Cont'd)

Painting Coat	Baking finish type with 2 layers 1 st layer : 15mμ Primer coating 2 nd layer: 15mμ Baking finish coating.
Weight	not more than 300kg
Component	A double row V-Belt Drive motor power at 1.2kw min. Draw for chop sticks
Electrical power supply	220 V- single phase and modified to fit Hong Kong standard of power socket.

Specification in Safety Aspects (for Equipment K)

Equipment Potential Hazards:

Subject to the equipment design, following are potential hazards associated with the equipment that shall be addressed in O&M manuals with O&M safeguards:

- Flying debris hazard

Equipment's Documentation Requirement:

In addition to deliverables mentioned in Particular Preliminaries for Equipment, following shall be provided:

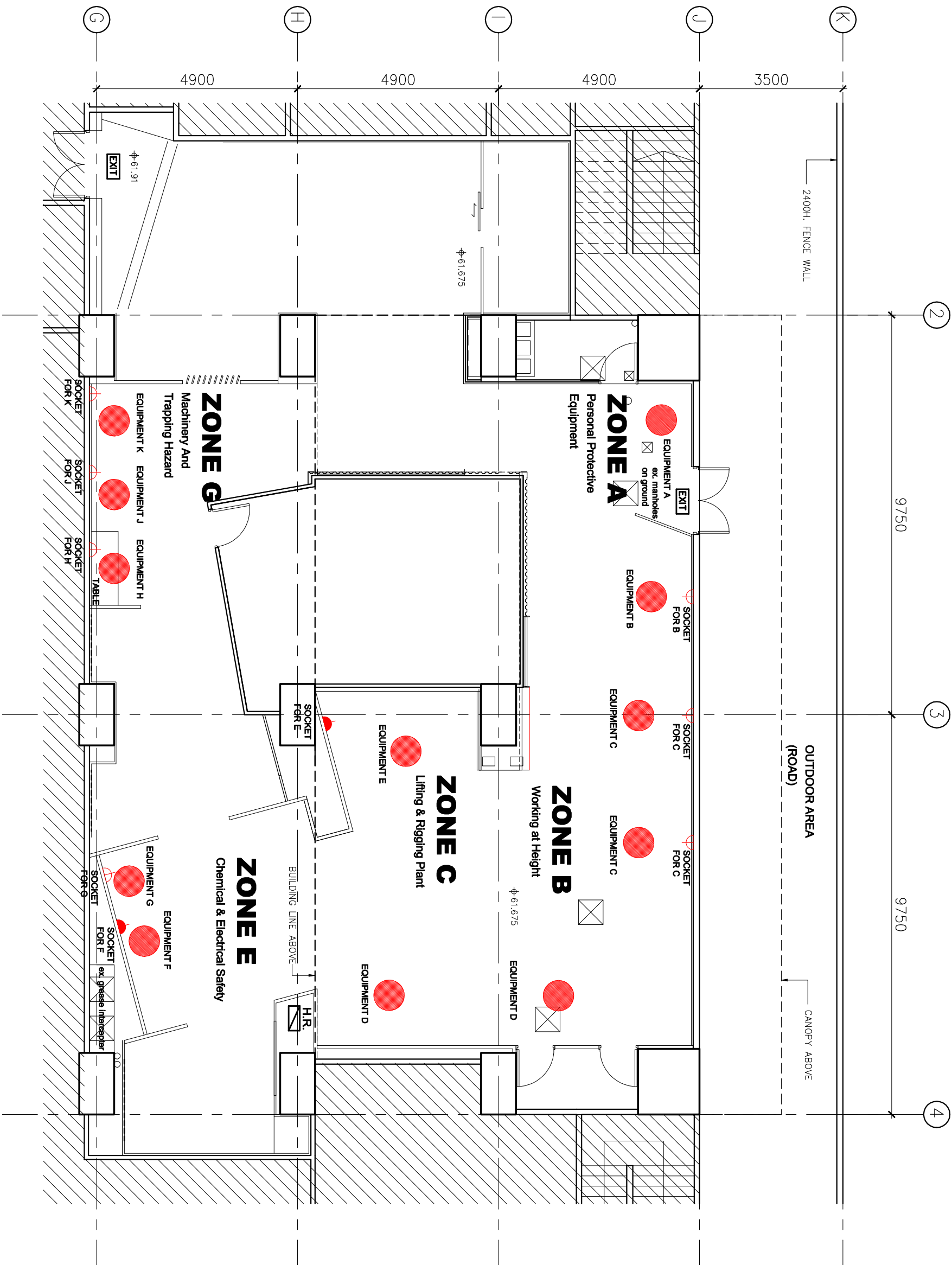
- (1) Specification and requirement of test object
- (2) Safety procedure for removing jammed objects

Annex 1 – Drawing List

<u>Drg. No.</u>	<u>Drawing Title</u>	<u>Revision</u>
NS-01	Equipment and Power Socket Layout Plan at G/F	

COF INQUIRY ● 2010 DAVID S.N. RO & ASSOCIATES LTD.

CLIENT

[illegible]

NOTE:

THE SUPPLIER SHALL PROVIDE FULL TIME SUPERVISION TO MONITOR THE CONTRACTOR TO INSTALL THE EQUIPMENTS SPECIFIED IN THE CONTRACT.

LOCATION OF POWER SOCKETS ARE SHOWN AS TENTATIVE ONLY.

THE LOCATION OF EQUIPMENTS AND SOCKET ARE MAY SUBJECT TO MINOR CHANGES

LEGEND:

SOCKET OUTLET

INDUSTRIAL TYPE SOCKET OUTLET

NOTES:

1. THE DRAWINGS SHOULD BE READ IN CONJUNCTION WITH OTHER DRAWINGS.
2. MEASUREMENTS TO EXISTING WORKS TO BE CHECKED ON SITE BY CONTRACTOR.
3. UNLESS OTHERWISE INDICATED ALL LEVELS ARE RELATIVE TO HONG KONG PRINCIPAL DATUM.
4. UNLESS OTHERWISE INDICATED, ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
5. APPROVED TEMPORARY MEASURES TO BE PROVIDED TO FENCE OFF THE WORK SITE FROM AREA IN USE.
6. ITEMS MARK AS "UPON FURTHER INSTRUCTION" ARE INCLUDED IN THE CONTRACT.

TENDER DRAWING

ARCHITECT / STRUCTURAL ENGINEER / BUILDING SERVICES ENGINEER



CAD PATH
- 2D/3D CAD, ALL FORMS OF CAD, INTERACTIVE CAD, 2D/3D
- ENGINEERING EQUIPMENT AND SKETCH LAYOUT PLAN, 2D/3D

SCALE N.T.S. 1:100

PROJECT

SUPPLY AND DELIVERY OF SIMULATION EQUIPMENT

FOR THE SAFETY EXPERIENCE TRAINING CENTRE (SETC)

AI KWAH CHUNG CAMPUS (AKC)

OF THE CONSTRUCTION INDUSTRY COUNCIL (CIC)

DRAWING TITLE

EQUIPMENT AND POWER
 SOCKET LAYOUT PLAN AT G/F

DRAWING NO.

NS-01

PROJECT NO. DA17003

Memorandum of Agreement

for

Supply and Delivery of Simulation Equipment for the

Safety Experience Training Centre (SETC)

at

Kwai Chung Campus (KCC)

of

the Construction Industry Council (CIC) (Re-Tender)

February 2018

© 2018 Construction Industry Council

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

To be Signed by a Contractor

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the _____ day of _____
2018 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 in respect of Supply and Delivery of Simulation Equipment for the Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC) of the Construction Industry Council (CIC) for the Employer (hereinafter called “the Assignment”) and details of which are set out in the Assignment Brief annexed hereto AND WHEREAS the Contractor has agreed to complete the works in accordance with the Assignment Brief, Conditions of 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) Assignment Brief and its Annex
 - (e) Technical Proposal and Fee Proposal
 - (f) General Conditions and Special Conditions of Employment
 - (g) Contractor's Safety Requirements
 - (h) 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 works 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 and Delivery of Simulation Equipment for
the Safety Experience Training Centre (SETC)
at
Kwai Chung Campus (KCC)
of
the Construction Industry Council (CIC) (Re-Tender)

February 2018

© 2018 Construction Industry Council

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

Table of Contents

Clause Page

1	Definitions	CE-4
2	Singular and Plural	CE-5
3	Marginal Headings.....	CE-5
4	Laws	CE-5
5	Interpretation	CE-5
6	Memorandum of Agreement.....	CE-5
7	Documents Mutually Explanatory	CE-5
8	Use of English Language and Metric Units	CE-6
9	Confidentiality	CE-6
10	Information to be supplied by the Employer	CE-6
11	Information to be supplied by the Contractors	CE-7
12	Retention of Documents and Audit Inspection.....	CE-7
13	Attendance at Meetings	CE-7
14	Facilities for Inspection	CE-7
15	Approval of Documents.....	CE-8
16	Delegation of Employer's Power	CE-8
17	Amendments to the Contract Conditions	CE-8
18	Written Approval	CE-8
19	Consultation	CE-8
20	Response to Queries.....	CE-9
21	Exclusive Ownership	CE-9
22	Care and Diligence	CE-10
23	Instruction and Procedure	CE-10
24	Approval for Variations and Claims.....	CE-10
25	Referral of Variations and Claims.....	CE-10

26	Programme to be Submitted and Agreed.....	CE-11
27	Payment	CE-12
28	Fees to be Inclusive	CE-12
29	Payment in Hong Kong Dollars	CE-12
30	Expenses incurred in currencies other than Hong Kong dollars (not used).....	CE-12
31	Payment of Accounts	CE-12
32	Rendering of Accounts	CE-13
33	Payment for Additional Services	CE-13
34	Reduction of Lump Sum Fees.....	CE-14
35	Notifications and Payment for Delays	CE-14
36	Resident Site Staff (not used)	CE-15
37	Non-Assignment	CE-15
38	Employment and Replacement of Sub-contractors	CE-15
39	Liability of Contractor for acts and default of sub-contractors.....	CE-16
40	Publicity relating to contract works (not used).....	CE-16
41	Suspension, resumption or termination.....	CE-16
42	Special Risks (not used).....	CE-17
43	Appeal to Employer	CE-17
44	Settlement of Disputes.....	CE-17
45	Prevention of Bribery	CE-18
46	Declaration of Interest	CE-18
47	Insurance.....	CE-19
48	Safety Precaution.....	CE-19
49	Avoidance of Nuisance and Making Good Working Areas	CE-20
50	Disclosure of Information	CE-20
51	Code of Conduct for Staff	CE-20
52	Probity.....	CE-21

53	Copyright	CE-21
54	Contractor's Claims for Extras.....	CE-22
55	Commencement of the Works	CE-22
56	Time for Completion.....	CE-22
57	Liquidated Damages	CE-22
58	Completion of the Works	CE-23
59	Variations.....	CE-25
60	Valuation of Variations	CE-26
61	Rights of Third Parties.....	CE-28

General Conditions of Employment
Supply and Delivery of Simulation Equipment for the
Safety Experience Training Centre (SETC) at
Kwai Chung Campus (KCC)
of the Construction Industry Council (CIC) (Re-Tender)

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 and Delivery of Simulation Equipment for the Safety Experience Training Centre (SETC) at Kwai Chung Campus (KCC) of the Construction Industry Council (CIC), 7-11 Kwai Hop Street, Kwai Chung, New Territories, Hong Kong K.T.C.L. 381, the Assignment Brief and its Annex, Fee Proposal and such other documents as may be referred to in the Memorandum of Agreement.

“Assignment” means that part of the Project undertaken by the Contractor as detailed in the Assignment Brief and its Annex.

“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 Assignment Brief and its Annex 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 Assignment Brief and its Annex, 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 Assignment Brief 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 Assignment Brief 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 Assignment Brief for such queries by the Employer or any person who may be appointed by the Employer or nominated by the Employer.

21 Exclusive Ownership

The Employer shall become the exclusive owner of all Deliverables, save those Deliverables under licence or those Deliverables in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the 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 Assignment Brief, or if not specified in the Assignment Brief, as advised in writing by the Employer. With the exception that in emergencies such prior approval shall not be required, provided that the order or other commitment is essential and that it is impractical to seek the prior approval of the Employer.

25 Referral of Variations and Claims

- (A) Notwithstanding the requirements of Clause 24 the 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 Assignment Brief for incorporation into the draft programme prepared under sub-clause (B) of this Clause. If any of such proposed changes are agreed by the Employer, who may impose conditions on his agreement, the corresponding key dates shall be changed and the changed dates incorporated into the draft programme.
- (B) The Contractor shall submit a draft programme which shall be in accordance with the requirements of the Assignment Brief and shall incorporate the key dates specified in the Assignment Brief, including any changes agreed under sub-clause (A) of this Clause. The Employer shall either agree the draft programme or instruct the 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 Employer

The Contractor shall have the right to appeal to the Employer against any instruction or decision of the Director 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.
- (E) The Contractor shall prohibit his employees from introducing or recommending, directly or indirectly, service providers (including contractors) to owners, tenants or occupiers of premises in buildings covered by this Assignment.

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 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.

Special Conditions of Employment
for
Supply and Delivery of Simulation Equipment for
the Safety Experience Training Centre (SETC)
at
Kwai Chung Campus (KCC)
of
the Construction Industry Council (CIC) (Re-Tender)

February 2018

© 2018 Construction Industry Council

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

SPECIAL CONDITIONS OF EMPLOYMENT (SCE)

SCE 1 General Conditions of Employment Clause 2 to 3, 5 to 7, 9 to 16, 19, 24 to 26, 29 to 36, 38 to 43, 46 to 47, 49 to 51, 53 to 56 and 58 to 61 are deleted.



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 sub-contractors of all tiers and employees employed by the Contractor to work in the CIC premises under the Contract shall:~~

- ~~1. 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.~~
- ~~2. Hold valid Construction Industry Safety Training Certificates (commonly known as "Green Cards") and Specified Trade Safety Training Certificates (commonly known as "Silver Cards") and any other relevant mandatory certificates required for safe operation of the works.~~

3. Safe Means of Access and Egress

The Contractor must maintain the workplace in a safe condition and ensure that every access to and egress from the workplace is safe. The Contractor shall also ensure that all means of escape from the workplace are kept free from obstruction.

4. Personal Protective Equipment

The Contractor must supervise and ensure all his sub-contractors and employees wear appropriate personal protective equipment, e.g. protective clothing, safety helmet, safety shoes, harness, fall arresting system, eye-protector, ear protector, and mask, etc., as Construction Industry Council may consider necessary or appropriate or as legally required. Any such personal protective equipment must be provided, maintained and replaced as necessary by the Contractor at his own expenses.

5. No Smoking and Fire Prevention Measures

Smoking is not permitted in the workplace. If the works involve the use of naked flame, the Contractor must implement sufficient fire prevention measures.

6. Working at Height

The Contractor shall take adequate steps to prevent any person from falling from a height of 2 metres or more.

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.



Contractor's Safety Requirements

承判商安全守則

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

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

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

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

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

General Rules

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

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

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

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

Personal Protective Equipment

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

Safety Training

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

Safety Inspection

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

Temporary Structures

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

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

Emergency Preparedness

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

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

Competent Person

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

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

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

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

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

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

Working at Height

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

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

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

Health Hazard Control

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

Electrical Works

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

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

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

Lifting Operations

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

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

Hot Work

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