



28 February 2024

Dear Sir / Madam,

Tender Reference No. (552) in P/AE/PUR/AGC
Invitation to Tender for the Provision of Consultancy Services on User Experience
Study and Revamp of CIC Website for the Construction Industry Council

You are invited to submit a tender for the Provision of Consultancy Services on User Experience Study and Revamp of CIC Website for the Construction Industry Council as specified in the tender documents.

1. Your tender proposal, **in copies specified in the tender**, should be submitted in two separate sealed envelopes.
2. The tenderer shall deposit two separate sealed envelopes with labels as specified below into the tender box located at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong** **not later than 12:00 noon on 28 March 2024.** Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Provision of Consultancy Services on User Experience Study and Revamp of CIC Website for the Construction Industry Council"
 - b) Label with "Fee Proposal for Provision of Consultancy Services on User Experience Study and Revamp of CIC Website for the Construction Industry Council"

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

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

4. In the event of Typhoon Signal No. 8 or above, or Black Rainstorm Warning is hoisted within the office hour (8:30 am – 6:18 pm) on the tender closing date, the closing time will be postponed to 12:00 noon of the next working day.
5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.
6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
7. The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.
8. There will be a briefing session **at 10:00 a.m. on 7 March 2024 via Microsoft Teams**. Interested tenderers shall complete and return the reply slip in **Appendix G** by fax 2100 9439 or e-mail: kelvinlee@cic.hk no later than 12:00 noon on 5 March 2024 confirming the attendance of the said tender briefin and state clearly the number of attendees for CIC's arrangement.
9. The tender documents can be downloaded from CIC's website: http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/.
10. During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfill the requirements specified in the Assignment Brief.
11. For queries regarding this tender invitation or/and tender process, please contact Mr. Kelvin LEE, Assistant Manager - Procurement, on telephone 2100 9425 or via e-mail: kelvinlee@cic.hk.

Yours sincerely,



Eric LEE
Manager – Procurement

Encl.

Checklist for Submission of Tender

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

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

Particulars	<u>Reference</u>
Technical Proposal	
1. Tenderer's Profile, Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 2.1.1, 2.1.2 and 2.1.3
3. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes a) Tender Programme b) Method Statements c) Technical Requirement Compliance Table d) Export Control Declaration	Conditions of Tender, Appendix A Clause 3.1 and 3.4
4. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
5. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
Fee Proposal	
6. Form of Tender	Conditions of Tender, Appendix C
7. Fee Proposal	Conditions of Tender, Appendix D

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

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

Construction Industry Council

Provision of Consultancy Services on User Experience Study and Revamp of CIC Website for the Construction Industry Council

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

"Confidential"	
Technical Proposal	Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong
	Ref. No.: [(552) in P/AE/PUR/AGC] Provision of Consultancy Services on User Experience Study and Revamp of CIC Website for the Construction Industry Council
Name of Tenderer: _____	
Closing Time and Date: <u>12:00 noon on 28 March 2024</u>	



"Confidential"	
Fee Proposal	Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong
	Ref. No.: [(552)) in P/AE/PUR/AGC] Provision of Consultancy Services on User Experience Study and Revamp of CIC Website for the Construction Industry Council
Name of Tenderer: _____	
Closing Time and Date: <u>12:00 noon on 28 March 2024</u>	

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

請詳細填寫本申請表並交回：

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

香港九龍觀塘駿業街56號
中海日升中心38樓
建造業議會
採購部

Tel. No.: 2100 9000

電話號碼：

2100 9000

Fax. No.: 2100 9439

圖文傳真號碼：

2100 9439

E-mail: vendor@cic.hk

電子郵件：

vendor@cic.hk

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

如查詢此表格內的資料，包括查閱途徑及修訂資料，請與上述部門聯絡。

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

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

公司名稱 : _____
(中文) 【公司名稱須與商業登記條例(第310章)內所登記的名稱相同】

(ii) Company Address : _____
(English)

公司地址 : _____
(中文)

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

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

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

為減少紙張用量，除非另作書面要求，所有議會通訊將以電郵傳遞。

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

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

(ii) Members of organisation 公司成員：

	English Name 英文姓名	Chinese Name 中文姓名
* Directors / Proprietors / Partners 董事 / 東主 / 合夥人	_____	_____
	_____	_____
	_____	_____

* Delete where inappropriate 將不適用者刪去

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

(iii) Person(s) to contact on matters relating to tenders / contracts :
獲授權回答有關投標 / 合約等問題的負責人資料：

Name(s) 姓名

Official Capacity 職位

Tel. No. 電話號碼

Mobile No. 流動電話號碼

(1)

(2)

(3)

(iv) Please confirm whether your organisation is a registered subcontractor under the CIC's Registered Specialist Trade Contractors Scheme (RSTCS).
請貴公司確認是否在註冊專門行業承造商制度（RSTCS）下的註冊分包商。

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

☐ No
不是

PART III - BUSINESS TYPE 第三部 - 業務性質

(i) Services and Goods which your company can provide/supply 貴公司所供應的服務及貨品
Please select your business type and corresponding coverage area (s) 請選擇 貴公司所屬的業務性質及相應的覆蓋範圍
Please tick ☒ as appropriate 請在適當空格加上 ☒
Business Type 業務性質

☐ Type 1 - Supplier
類別一 - 供應商

Trade of Services 服務行業

☐ 1 Construction Materials (建築材料)

☐ 1.1 Accelerator (催乾劑)

☐ 1.2 Acrylic Paint (亞加力漆)

☐ 1.3 Air-conditioning & Ventilation Accessory (空調及通風配件)

☐ 1.4 Adhesive / Sealant (膠漿 / 封邊膠)

☐ 1.5 Aggregates (石仔)

☐ 1.6 Air-conditioning & Ventilation (空調及通風)

☐ 1.7 Aluminium Bar / Hollow (鋁條 / 通)

☐ 1.8 Aluminium Foamwork Accessory (鋁模板配件)

☐ 1.9 Aluminium Foamwork (鋁模板)

☐ 1.10 Aluminium Pipe (鋁管)

☐ 1.11 Aluminium Sheet (鋁板)

☐ 1.12 Anti-ant Paint (抗蟻油漆)

☐ 1.13 Asphalt (瀝青)

☐ 1.14 Bamboo & Accessory (竹料及配件)

☐ 1.15 Bar-bending & Fixing (鋼筋屈扎)

☐ 1.16 Bronze / Copper / Brass Pipe (青銅 / 銅 / 黃銅管)

☐ 1.17 Bearing (啤令)

☐ 1.18 Belt (坑帶)

☐ 1.19 Bitumen Compounds (瀝青混合物)

☐ 1.20 Boring Drill Accessory (岩土鑽探配件)

☐ 1.21 Bronze / Copper Bar (青銅 / 銅條)

☐ 1.22 Bronze / Copper Sheet (青銅 / 銅板)

☐ 1.23 Bronze / Copper Wire (青銅 / 銅線)

☐ 1.24 Brushing Lacquer (手掃漆)

☐ 1.25 Bucket (桶 / 泥斗)

☐ 1.26 Cable Accessory & Trunking (電線配件及線槽)

☐ 1.27 Cable (電線)

☐ 1.28 Canvas Goods (帆布及布帳製品)

☐ 1.29 Ceiling (天花)

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建造業議會一般供應商名單申請表

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

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建造業議會一般供應商名單申請表

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

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

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

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建造業議會一般供應商名單申請表

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

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

Type 2 - Construction Contractor

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

Type 3 - Others

- ☐ 類別三 - 其他
- 3.1
- 3.2

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

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

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

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

Type 1 - Supplier (類別一 - 供應商)

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

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

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

PART V - CERTIFICATION 第五部 - 證明

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

- (1) CIC will use the provided information for the purpose of processing this registration form and dealing with our procurement-related matters.
提供的資料會用作本議會處理有關申請登記成為本議會之一般供應商及與採購相關的事宜。
- (2) Under the provisions of the Personal Data (Privacy) Ordinance (Cap.486), you have the right to request access to or correction of personal data. Written requests should be addressed to CIC.
根據個人資料（私隱）條例(第486章)，你有權要求查閱和更改個人資料，有關申請須以書面向本議會提出。
- (3) CIC will not be able to process and consider incomplete forms.
如果資料有任何遺漏，本議會將不能處理本表格事宜。

(ii) Declaration 聲明

- (1) I declare that all information given in this registration form is, to the best of my knowledge, accurate and complete. If any false information is given, the application is deemed to be invalid and I shall forfeit my right to submit quotations and tender.
本人聲明本表格內所提供的一切資料，依本人所知均屬真確，並知道倘若虛報資料，申請即屬無效，且喪失其後落標資格。
- (2) I agree that if registered, I will conform to the regulations, terms and conditions set by the CIC.
本人同意如本人註冊成為建造業議會之一般供應商，當遵守建造業議會之工作守則。
- (3) I declare that our company as stated in this form shall uphold the highest ethical principles in relation to our procedures as well as having a corrupt free environment in rendering of goods and services to the CIC operations including compliance with all applicable laws and regulations, maintaining confidentiality where appropriate, adopt an open and fair competition, anti-bribery and corruption.
本人聲明本申請書上的公司會在運作過程中堅守道德原則，並在廉潔的環境下向建造業議會提供貨品及服務，包括遵守所有適用法例及規則、保密原則、防賄法例、反貪法例，以及維護公開公平的競爭。

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

本人謹代表上述公司，申請登記成為建造業議會一般供應商。



(Space for company chop)
(公司印鑑)

Signature:

簽署：_____

Name in block letters:

姓名(正楷)：_____

Designation:

職銜：_____

Date:

日期：_____

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

DOCUMENT CHECKLIST 文件核對表

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

Type 1 - Supplier (類別一 - 供應商)

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

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

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

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

注意事項：請在欄內方格加上「✓」號以示已附上該文件。

Tender Documents
for
Provision of Consultancy Services on
User Experience Study and
Revamp of CIC Website
for
the Construction Industry Council

Employer

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

February 2024

**Provision of Consultancy Services on User Experience Study
and Revamp of CIC Website
for
the Construction Industry Council**

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Conditions of Tender
for
Provision of Consultancy Services on
User Experience Study and
Revamp of CIC Website
for the
Construction Industry Council

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1 Notes to Tenderers

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

2 Invitation

- 2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the "CIC") to submit a proposal and bid for the Provision of Consultancy Services on User Experience Study and Revamp of CIC Website. Further details are given in the **Assignment Brief**.
- 2.2 The tender shall be submitted in accordance with the **Conditions of Tender**.
- 2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and CIC will form part of the contract.

3 Tenderers' Response to CIC Enquiries

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

4 Completion of Tender

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

- 4.7 Tender should be submitted to the Tender Box of CIC at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong** **by 12:00 noon on 28 March 2024.** 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 within the office hour (8:30 am – 6:18 pm) on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
- 4.10 The CIC may reject a tender which in CIC's opinion is unreasonably low in terms of price and may therefore affect the tenderer's capability in carrying out and complete the services and delivering the deliverables in accordance with the Assignment Brief.
- 4.11 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.
- 4.12 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.
- 4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender.
- 4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.
- 4.15 Tenderer should ascertain the prices quoted are sufficient before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.
- 4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.
- 4.18 The CIC will not consider prices missing in Unit Rate, Total Value and Total Amount. The Unit Rate will be used should the Total Value and / or Total Amount have any discrepancy with the Unit Rate. No adjustment will be made for fluctuations in salaries, material prices and exchange rates of currencies.

- 4.19 Should examination of a tender reveal errors of such magnitude as in the opinion of the CIC would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender.
- 4.20 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform the CIC at once and have the same rectified.
- 4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the CIC in order that correct meaning may be decided before the date for submission of tender.
- 4.22 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.
- (2) Sub-clause (1)(a) of this Clause shall have no application to the tenderer's communications in strict confidence with:
- (a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;
 - (b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and
 - (c) his bankers in relation to financial resources for the Contract
- (3) The tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in Appendix B of the Conditions of Tender. The signatory to the letter shall be a person authorized to sign CIC contracts on the tenderers's behalf.
- (4) The tenderer shall indemnify and keep indemnified the CIC against all losses, damages, costs or expenses arising out of or in relation to any breach of or non-compliance with sub-clause (1) of this Clause by the tenderer, including but not limited to additional costs due to price escalation, costs and expenses of re-tendering and other costs incurred.
- 4.29 The tenderer shall not and shall ensure that his agents and employees shall not give or offer any advantages as defined under the Prevention of Bribery Ordinance to any agent or employee of CIC. Any breach of the clause by the tenderer shall, without affecting the tenderer's liability for such breach, invalidate his tender.
- 4.30 The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.

5 Tender Briefing Session

- 5.1 Tenderer is invited to attend a tender briefing session at the time and place as stated in the tender invitation.
- 5.2 Interested tenderers should complete and return the reply slip in Appendix G by fax or e-mail to the Procurement Officer at least **TWO (2)** working days before the stated time confirming the attendance of the said briefing session and state clearly the number of attendees for the CIC's arrangement.
- 5.3 The CIC may record the queries raised by the tenderers attending the tender briefing and may issue a Replies to Tender Queries to all tenderers for

information.

6 Tender Interview

- 6.1 During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers THREE (3) days prior to the interview. Upon receipt of a request from the CIC, the tenderer shall provide a tender presentation to demonstrate whether the proposal can fulfil the requirements specified in the Assignment Brief.
- 6.2 The presentation shall be set up with the tenderer's own resources and expense. The CIC shall not bear any costs associated with the presentation.
- 6.3 The presentation should at least include the project team profile, the approach to fulfil the objectives described in the Assignment Brief and an outline programme for completing the assignment. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management.
- 6.4 In view that tender interview forms part of the technical assessment, tenderers should NOT disclose any fee related information during the interview including PowerPoint presentation and handouts. Failure to do so may result in disqualification of tender.
- 6.5 Each interview presentation should be no longer than 45 minutes, including a 15-minute questions and answers session.

7 Tender Evaluation

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

8 Tenderer's Commitment

- 8.1 All information and responses from the tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the tenderer and may be incorporated into and made part of the Contract between the CIC and the successful tenderer.
- 8.2 The CIC reserves the right to disqualify any tender that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned on the

Assignment Brief.

- 8.3 Tender shall remain valid and open for acceptance for **120 days** after the tender closing date.

9 Amendments

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

10 Award of Contract

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

11 Rights to Exercise

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

12 Submitted Documents

12.1 All submitted documents will not be returned.

13 Enquiries

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

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

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

APPENDIX A – Details for Technical Submission

**To be included
in
Technical Proposal**

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

1. Tenderer's Profile, Track Record & Project Reference

- 1.1 The tenderer is required to provide company's profile, background and expertise;
- 1.2 The tenderer is required to provide a full list of project references undertaken in the **past 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 1.3 below.
- 1.3 The tenderer shall submit a list of **relevant project references** in the following format with support of copies of job references or recommendation letters from previous clients.

	Name of your Client / Organisation		
Scope of Work			
Project Type (Scale and Complexities)			
Organisation Type		Involved Stakeholders Type	
Project Cost		Project Duration	
Completion Date			

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

2. Tenderer's Staff Resources

2.1 Organisation and Qualification of Proposed Project Team

2.1.1 The tenderer shall submit:

- (a) An **Organization chart** indicating the proposed project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Assignment Brief, in particular, the Project Manager, Solution Architect, UI / UX Designer, Development Team, Quality Assurance Team, and other Technical Staff as stated in Section 9 of the Assignment Brief.

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

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

- a) Name
- b) Post / Title in this Project
- c) Core Team or Supporting Team Member
- d) Language (Chinese / English / Others)
- e) Local / Offshore
- f) Qualifications
- g) Duties and Responsibilities in the Assignment
- h) Years of Relevant Experience
- i) Relevant experience in projects of similar nature mentioned in the Assignment Brief

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

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

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:-
- (i) **Tender Programme** shall be provided (in the form of a linked bar chart preferred) identifying the critical path and include but not limited to the following activities:
- (a) Design Development – collect all user requirements, complete the system design and onboard the proposed system / solution
 - (b) Configuration and Customisation Activities – carry out the configuration of the proposed system and customization in accordance with the agreed design.
 - (c) Testing and Data Migration Activities – propose and conduct the necessary test and data migration to the satisfaction of CIC.
 - (d) System Nursing and Maintenance Activities – support the system roll-out, conduct training, handover documentation and provide ongoing maintenance.
- (ii) A completed **Method Statement** must be submitted to demonstrate a full understanding of the Assignment, the method statement should be included but not be limited to the followings:-
- (a) The overall approach in undertaking the Assignment;
 - (b) Statement of understanding to demonstrate the Contractor's understanding of the Assignment
 - (c) Detailed method statements in undertaking the Works in particular:
 - The proposed solution and its feature, the Service Level Agreement (SLA) on the system availability, High Availability (HA) features
 - The proposed system design and methodology
 - The proposed graphic design direction supported by wireframes and / or mood boards
 - Disaster recovery design, Recovery Time Objective (RTO) and Recovery Point Objective (RPO)
 - Testing and Quality Assurance (QA) arrangement
 - Maintenance service details

- 3.2 A **Technical Requirement Compliance Table** shall be submitted in Microsoft Excel format according to the following template stating item-by-item compliance of the proposed configuration of the System to the requirements in Sections 3.3 to 3.19 of the Assignment Brief. If configuration or customisation is required to fulfil certain system requirements / functionality, please specify the number of person-days for CIC's reference.

Relevant Section No. in Assignment Brief	System Requirement/ Functionalities	Compliance Type #	No. of Man-day for Configuration / Customisation
3.3			
3.3.1	...	FC	
3.3.2	...	BC	
...			
3.19			
3.19.1	...	FC	
3.19.2	...	RC	5

Compliance type and corresponding description

Compliance Type	Description
FC	Fully Compliant
BC	Compliant By Configuration
RC	Compliant but Requires Customisation
OF	Optional supported Feature requiring additional license / subscription
EX	External integration requiring additional license / subscription
RM	Compliant in future product RoadMap (within 12 months)
NC	Non-compliant or functionality is not provided

- 3.3 The tenderer shall submit an **Export Control Declaration Form** for their proposed system / solution.

	Country of Origin
1	
2	

	Question	Response
1	Export Control Classification Number (ECCN)	<input type="checkbox"/> ECCN: _____ (Please complete Q2) <input type="checkbox"/> N/A
2	Does the provided technologies, solutions, or hardware require an export or import license for Hong Kong?	<input type="checkbox"/> Yes <input type="checkbox"/> No

- 3.4 The tenderer shall refer to the other requirements laid down in the Assignment Brief of the tender document.

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

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

Particulars	Reference
Technical Proposal	
1. Tenderer's Profile, Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 2.1.1, 2.1.2 and 2.1.3
3. Project Approach and Requirements to (i) fulfil the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief (a) Tender Programme (b) Method Statements (c) Technical Requirement Compliance Table (d) Export Control Declaration	Conditions of Tender, Appendix A Clause 3.1 to 3.4
4. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
5. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E

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

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

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

To: Construction Industry Council (CIC)

Date:

**To be included
in
Technical Proposal**

Dear Sir/Madam,

Tender Ref: _____ (552) in P/AE/PUR/AGC

Tender Title: Provision of Consultancy Services on User Experience
Study and Revamp of CIC Website for
the Construction Industry Council

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

(_____)]¹,
address of the tenderer

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

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

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

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

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

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

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

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

Signed for and on behalf of [_____]
name of the tenderer

by [_____]²:
name and position of the signatory

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

Note:

* Delete as appropriate

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

APPENDIX C – Form of Tender

**To be included
in
Fee Proposal**

FORM OF TENDER
FOR
PROVISION OF CONSULTANCY SERVICES ON USER EXPERIENCE STUDY
AND REVAMP OF CIC WEBSITE
FOR THE CONSTRUCTION INDUSTRY COUNCIL

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

Dear Sirs,

1. Having examined the Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief, Memorandum of Agreement, General Conditions of Employment, CIC's General Conditions of Contract and Guidelines for Works or Services (1b) thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief, Memorandum of Agreement, General Conditions of Employment, CIC's General Conditions of Contract and Guidelines for Works or Services (1b), and the tender proposals submitted herewith **(i) for launch of the website within FIFTY FOUR (54) weeks from the date of project commencement, and (ii) for completion of maintenance services within ONE (1) Year from the commencement of the service year** (including Sundays and Public Holidays) and for the sum of Hong Kong Dollars.....
(HK\$.....) (not being subject to fluctuations in labour and material costs) or such sums as may be ascertained in accordance with the Conditions of Employment.
2. We agree to abide by this tender and not to withdraw it for a period of 120 days from the date fixed for receiving it and including that date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof subject to the provisions of Clause 2 hereof shall constitute a binding Contract between us.

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

Signature _____

In the capacity of _____

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

Registered Address of the Firm

Date _____

Witness _____

Address _____

Occupation _____

Date _____

Business Registration Certification No. _____

Name of Partner(s)

Residential Address of Partner(s)

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

APPENDIX D – Fee Proposal

**To be included
in
Fee Proposal**

FEE PROPOSAL
FOR THE
PROVISION OF CONSULTANCY SERVICES ON USER EXPERIENCE STUDY
AND REVAMP OF CIC WEBSITE
FOR THE
CONSTRUCTION INDUSTRY COUNCIL

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

Schedule of Rates

Table 1 - Detailed breakdown of tender price

Item	Relevant Item(s) in Assignment Brief	Description of Deliverables	Quantity	Unit Price (HK\$)	Amount (HK\$)
1	2.2.1 to 2.2.8	One-off Professional Service	1 job		
2	2.2.9	Maintenance Service	1 year		
Total (Mandatory Items):					

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

Remarks:

1. Please state clearly on the above Schedule of Rates table for the following:
 - (a) If the fee of any required service / function is included in another item, please state in detail with the format “Included in (which Fee Proposal Item)”
 - (b) If the fee of any required service / function is not applicable for the proposed System architecture, please state in detail with the format “Not Applicable for (which architecture)”

Fee Proposal for Optional Deliverables

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

Table 2 - Detailed breakdown of tender price

Item	Relevant Item(s) in Assignment Brief	Description of Optional Deliverables	Qty*	Unit	Unit Rate (HK\$)#
1	Additional maintenance service after initial contract				
a	3.22.1	13 th to 24 th month	1	year	
b	3.22.2	25 th to 36 th month	1	year	
c	3.22.3	37 th to 48 th month	1	year	
2	Out of scope service by the role of:				
a	3.22.4 (a)	Project manager	1	person day	
b	3.22.4 (b)	Solution / system architect	1	person day	
c	3.22.4 (c)	System analyst	1	person day	
d	3.22.4 (d)	Analyst programmer	1	person day	
e	3.22.4 (e)	Quality control engineer	1	person day	
f	3.22.4 (f)	UI / UX designer	1	person day	
3	3.22.5	Photo shooting service	1	day	
4	3.22.6	Video shooting service	1	day	

* The provisional quantity is the CIC's best estimation. Actual requirements and quantities shall be confirmed on an as-required basis. The CIC does not commit to ordering any item / provisional quantity at this time. Actual quantity shall be re-measured with the CIC's confirmation.

Cost of provision of source code for customization portions should be included as appropriate for each optional item.

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

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

Deliverable No.	Deliverable Description	Completion Date	Payment Schedule (%)
1	Core Items (Professional service)		
a	Project commencement	The date as stated on the Project Commencement Letter (D)	-
b	Completion of the project initiation, RAID log and scheduling fo regular meetings. Assignment Brief Clause 4.2.1 (a), (b) and (c)	D + 1 week	10%
c	Completion of user requirement collection, and technical and graphical design specifications. Assignment Brief Clause 4.2.1 (d) and (e)	D + 12 weeks	10%
d	Completion of the deployment, configuration, integration and content migration of the website. Assignment Brief Clause 4.2.1 (f) and (g)	D + 36 weeks	40%

Deliverable No.	Deliverable Description	Completion Date	Payment Schedule (%)
1	Core Items (Professional service) (continue)		
e	Completion of the SIT, UAT, SRAA and deployment to the production environment. Assignment Brief Clause 4.2.1 (h), (i) and (k)	D + 54 weeks	20%
f	Completion of the instructor-led training and nursing period. Assignment Brief Clause 4.2.1 (j) and (l)	D + 66 weeks	10%
g	Completion of the handover sessions. Assignment Brief Clause 4.2.1 (n)	D + 112 weeks	10%
Total of professional service			100%
2	Core Items (Website maintenance)		
a	Website maintenance (annual) Assignment Brief Clause 4.2.1 (m)	ONE (1) Year from the commencement of the service year	100%
Total of website maintenance			100%
3	Optional Items		
a	On actual basis upon satisfactorily receipt or approve respective optional / additional item by the CIC		100%
Total of optional items			100%

Date for Commencement	<p>The date as stated on the Project Commencement Letter.</p> <p>Project Commencement Letter – A written notification by the Employer regards to the commencement of Project</p>
Date for Completion	<p>Website Launched: FIFTY-FOUR (54) weeks from the Date of Project Commencement.</p> <p>Completion of the Maintenance Services: ONE (1) Year from the commencement of the service year.</p>

Name of Company : _____

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

Address _____

Tel No.: _____ Fax No. _____

Email: _____ Date: _____

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

APPENDIX E – Tender Evaluation Procedures and Criteria

1. INTRODUCTION

- 1.1 A two-envelope approach is adopted for tender submission, i.e. Tenderer should submit the technical proposal including all information specified in **Appendix A of the Conditions of Tender**, and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender in one envelope and the fee proposal comprising the completed Form of Tender using the prescribed form provided in **Appendix C of the Conditions of Tender** and the Fee Proposal using the prescribed form provided in **Appendix D of the Conditions of Tender** in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.
- 1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.
- 1.3 The pre-determined weights for technical and fee assessments are 80% and 20% respectively.
- 1.4 If the technical assessment mark in Table 1 below is less than 50% of the maximum marks, the tender proposal will be rejected and will NOT be further assessed and its fee proposal envelope will NOT be opened.
- 1.5 The rejected tender proposal will NOT be included in the weighted technical assessment score formula in Clause 2.2 and the weighted fee assessment score formula in Clause 3.2 below. The CIC reserves its right to cancel this tender exercise and re-tender thereof without further notice to the tenderer.
- 1.6 An assessment panel will be established for tender evaluation. The proposal received will be evaluated in accordance with the requirements in this Appendix.

2. TECHNICAL EVALUATION

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

Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Assessment will be based on the following criteria:-		
1. Tenderer's Profile, Track Record & Project Reference		20%
2. Tenderer's Staffing Resources		20%
3. Project Approach and Compliance		50%
The following sub-criteria shall be considered:		
(a) Information architecture and UI / UX design; (25%)		
(b) Compliance with CIC's requirements; (10%)		
(c) Presentation of new ideas; (10%)		
(d) The detailed work programme for project delivery (5%)		
4. Tenderer's Performance in CIC's past projects		10%
Total:		100%

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

$$80 \times \frac{\text{Technical assessment mark of the subject tender}}{\text{Highest technical assessment mark of all tenders}}$$

3. FEE EVALUATION

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

$$20 \times \frac{\text{Lowest total lump sum fee of all tenders}}{\text{Total lump sum fee of the subject tenders}}$$

4. CALCULATION OF COMBINED SCORES

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

APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (552) in P/AE/PUR/AGC, Closing Date: 28 March 2024), I/we regret that I am/we are unable to bid due to the following reason(s):

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

- ☐ Inadequate time to prepare tender proposal. Suggested timeframe for proposal preparation: _____ days
- ☐ Invitation document contains insufficient details.
Suggested supplementary details: _____

- ☐ Work scope too broad. Would you consider bidding if the work scope is reduced?
☐ Yes
☐ No
Or which part(s) of the work scope shall be reduced to facilitate your consideration in bidding (please specify)? _____

- ☐ Work scope too narrow. Would you consider bidding if the work scope is broadened?
☐ Yes
☐ No
Or what supplementary details shall be added to facilitate your consideration in bidding (please specify)? _____

- ☐ Not interested in this type of service.

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

Signature : _____

Full Name of Contact Person : _____

Position : _____

Name of Company : _____

Telephone No. : _____

Fax No. : _____

E-mail : _____

Date : _____

Note:

- 1) Please return the completed reply slip to E-mail: kelvinlee@cic.hk or fax no: 2100 9439 no later than 12:00 p.m. on 28 March 2024.
- 2) Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-mail: kelvinlee@cic.hk for any enquiry.

APPENDIX G – Reply Slip for Tender Briefing

I/We would like to attend the tender briefing for the Provision of Consultancy Services on UX Study and Revamp of CIC Website for the CIC at 10:00 a.m. on 7 March 2024 via Microsoft Teams.

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

Note:

1. Each Tenderer shall register three attendees at most.
2. Please return the completed reply slip to E-mail: kelvinlee@cic.hk or fax no: 2100 9439 no later than 12:00 noon on 5 March 2024.
3. Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-mail: kelvinlee@cic.hk for any enquiry.

Assignment Brief
of
Provision of Consultancy Services on User Experience Study and
Revamp of CIC Website
for
the Construction Industry Council

February 2024

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Assignment Brief
Provision of Consultancy Services on User Experience Study and
Revamp of CIC Website for the Construction Industry Council

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1. The Construction Industry Council (CIC)

1.1 About CIC

CIC was founded in 2007 under the Construction Industry Council Ordinance (Cap. 587). CIC consists of a chairperson and members representing various sectors in the industry, including employers, professionals, academics, contractors, workers, independent persons, and government officials.

1.2 CIC Functions

1.2.1 Main Functions

- (a) to advise and make recommendations to the Government on strategic matters, major policies and legislative proposals that may affect or are connected with the construction industry and on matters of concern to the construction industry;
- (b) to reflect to the Government the construction industry's needs and aspirations;
- (c) to elevate the quality and competitiveness of the construction industry by promoting the ongoing development and improvement of the industry;
- (d) to uphold professionalism and integrity within the construction industry by promoting self-regulation, formulating codes of conduct and enforcing such codes;
- (e) to improve the performance of persons connected with the construction industry through establishing or administering registration schemes or rating schemes;
- (f) to advance the skills of personnel in the construction industry through planning, promotion, supervision, provision or coordination of training courses or programmes;
- (g) to encourage research activities and the use of innovative techniques and to establish or promote the establishment of standards for the construction industry;
- (h) to promote good practices in the construction industry in relation to dispute resolution, environmental protection, multi-layer subcontracting, occupational safety and health, procurement methods, project management and supervision, sustainable construction and other areas conducive to improving construction quality;
- (i) to enhance the cohesiveness of the construction industry by promoting harmonious labour relations and the observance of

statutory requirements relating to employment and by facilitating communication among various sectors of the industry;

- (j) to serve as a resource centre for the sharing of knowledge and experience within the construction industry;
- (k) to assess improvements made by the construction industry through the compilation of performance indicators;
- (l) to make recommendations with respect to the rate of the levy imposed under this Ordinance;
- (m) to conduct or finance educational, publicity, research or other programmes relating to occupational safety and health, environmental protection or sustainable development in the construction industry; and
- (n) to perform any other functions relevant to the construction industry, including those functions conferred or imposed on it by or under this Ordinance, the Construction Workers Registration Ordinance (Cap.583) or any other enactment.

1.2.2 Supplementary Functions

- (a) to provide training courses for the construction industry;
- (b) to establish and maintain industrial training centres for the construction industry;
- (c) to assist, including by the provision of financial assistance, in the placement of persons who have completed training courses provided for the construction industry; and
- (d) to assess the standards of skills achieved by any person in any kind of work involving or in connection with the construction industry, to conduct examinations and tests, to issue or award certificates of attendance or competence, and to establish the standards to be achieved in respect of any such work.

1.3 CIC Organisation Structure

1.3.1 Organisation Structure

Leading by the Executive Director, five functional divisions establish and implement the strategic direction of CIC.

- (a) Industry Development;
- (b) Hong Kong Institute of Construction (HKIC);
- (c) Registration Services;

- (d) Corporate Services; and
- (e) Trade Testing

1.3.2 Organisation Chart

Refer to the organisation chart from CIC website URL:
https://www.cic.hk/eng/main/aboutcic/leadership/Org_Structure/

- 1.4 CIC put great emphasis on digitalisation and built many websites in the past years. There are already more than 20 websites managed by the Information Technology Department (ITD) and other business units, and it is still growing.
- 1.5 Currently, the CIC corporate website (<https://www.cic.hk>) is the key online channels for CIC to promote the main functions of CIC to forge consensus on long-term strategic issues, convey the industry's needs and aspirations to Government, as well as provide a communication channel for Government to solicit advice on all construction-related matters.
- 1.6 While the variety of content is expanding over time, the current website design has yet to catch up with the expectation of user experience and operational efficiency. Therefore, a revamp will be required for CIC in the digital transformation journey to enrich the experience and relationship management for the key stakeholders.
- 1.7 In addition, the websites mentioned above were built by vendor who adopted a homegrown Content Management System (CMS) for the corporate website. This has created some organisation problems as follows:
 - 1.7.1 Maintenance and enhancement of the website heavily rely on outsourcing to the original vendor;
 - 1.7.2 The end of maintenance of the website often results in a complete revamp that throws away most of the invested assets. Even if another vendor is willing to reuse existing assets, it still results in high professional service charges for handover and maintenance;
 - 1.7.3 Website owners and editors would take time to become familiar with each content publishing and operation workflow, yet these skills could hardly be reused on another website;
 - 1.7.4 Changing the look and feel of the websites without a sophisticated What You See Is What You Get (WYSIWYG) editor is complicated and time-consuming, which becomes a hurdle for CIC to catch up with the new business requirements;

- 1.7.5 Reuse of shared contents and functions like course lists, news and events between websites become difficult or require content authors to publish the same content on multiple sites, which affects the data integrity;
- 1.7.6 Establishing each website requires setting up dedicated resources, including but not limited to servers, databases, networks, etc., that all incur an operating cost and require additional IT resource input to set up and maintain;
- 1.7.7 Non-standard technology stack complicates cybersecurity governance, increasing the vulnerability of the websites, data centre and other IT infrastructure; and
- 1.7.8 Silo-ed technical landscape with fragmented data and limited capability to integrate with external systems or other tools becomes an obstacle to providing a holistic view of user behaviour and qualities.

1.8 Stakeholders

1.8.1 Internal stakeholders

- (a) CIC staff from Corporate Communications (CC), who are the product owners of the corporate website and the gatekeeper of the overall design (look and feel), site structure and content being published, to ensure high content quality and alignment to the CIC's branding and direction;
- (b) CIC staff from other departments who are the content author and contributors of the website under their expertise and responsible areas, such as registration services, industry development, construction safety, etc.; and
- (c) CIC staff from the Information Technology Department (ITD) who are the administrator of the enterprise Web Content Management System (WCMS) on Adobe Experience Manager as a Cloud Service (AEMaCS), to architect the overall design, governance and maintenance of the platform.

1.8.2 External stakeholders

This includes all kinds of users in the construction industry who will be visiting the corporate website, including but is not limited to workers, professionals, contractors, businesses, etc. In addition, general public may visit the website for any information related to the construction industry.

2. Objective

- 2.1 The key objective of this tender is to revamp the CIC Corporate website and produce **ONE (1)** new website to create a seamless and engaging experience for the general public as they access the website and resolve the problems stated in Sections 1.6 and 1.7 above.
- 2.2 The Contractor shall provide consulting and production, implementation and maintenance services to deliver the revamped CIC Corporate website following the stipulated requirements below. Services include but are not limited to the following:
- 2.2.1 Holding workshops to understand the website revamp need and develop functional requirements for the CIC's acceptance accordingly, such as information architecture, functional requirement specification, technical design, iterative prototyping, and system design documentation, including business validations and rules required for sign-off etc.;
- 2.2.2 Analyse and study visitor behaviour through existing web analytics data, surveys, interviews, etc., to come up with a detailed set of personas, expectations and user journeys that drives the website to revamp the project in a user-centric perspective;
- 2.2.3 Implementation service includes but is not limited to:
- Develop **ONE (1)** CIC corporate website;
 - Set up meeting cadence following an agile project management methodology, including standup, sprint planning, retrospective, project steering, etc.;
 - Preparation of non-production and production environment;
 - Enablement of the native analytics service in the Web Content Management System (WCMS) and integration with Google Analytics;
 - Configuration and integration of the native Digital Asset Management (DAM) in the WCMS;
 - Integration with CIC's website search platform, i.e. Swiftype;
 - Integration with CIC's Customer Relationship Management (CRM) platform;
 - Integration with CIC's Customer Identity and Access Management (CIAM) service, i.e. Okta to support personalised content;
 - Integration with CIC's transaction email platform on Sendgrid and Google reCAPTCHA for user contact form;
 - Integration with CIC's easyJob system via RESTful API to display job postings with basic filtering and searching functions

(https://www.cic.hk/eng/main/registration_services/workersinfo/job_portal/);

- Integration with CIC's Construction Worker Registration System (CWRS) via RESTful API for the construction workers register feature (<https://www.cic.hk/eform/webenquiry/webenquiry.aspx?lang=en-US>)
- Integration with CIC's e-Tendering System via RESTful API to display a list of issued tender information with details like dates and links (https://www.cic.hk/eng/main/aboutcic/procurement/tender_details/);
- Embed or link to statistical dashboards in a table, chart or PDF format (<https://www.cic.hk/common/StatisticofRegWorkers/dashboard.aspx?lang=en-US>,
https://www.cic.hk/common/Fore/disclaimer.aspx?lang=en-US&year=2021_22v2,
<https://www.cic.hk/common/KPIDashboard/disclaimer.aspx?lang=en-US>)
- Preparation of testing content and digital assets in the testing environment;
- Preparation of test scripts for SIT, UAT and regression testing;
- Suggest and utilise industry-leading and commercially available tools to conduct SIT, UAT and regression testing;
- Suggest and utilise industry-leading and commercially available tools to conduct load, performance and compatibility tests on various desktop and mobile web browsers;
- Establishment of Continuous Integration (CI) and Continuous Deployment (CD) pipeline;
- Carry out Security Risk Assessment & Audit (including but not limited to penetration test, system hardening, etc.);
- Carry out Privacy Impact Analysis; and
- Migration of existing static contents, pages and components

2.2.4 Outline an ongoing operation proposal for maintaining and repairing the system, and it must address the following items, at a minimum:

- Incident and maintenance request reporting;
- Define SLAs tiers with the mutual agreement;

- Framework to track, monitor, maintain and audit the services after implementation;
 - Performance monitoring; and
 - Reporting for accessing errors and unauthorised access
- 2.2.5 Provide regular progress updates and maintain Risk Action, Issue and Decision (RAID) Log;
- 2.2.6 Training for CIC website admin, content authors and CIC IT staff;
- 2.2.7 Providing Standard Operating Procedure (SOP) documents for common administrative, operational and authoring workflows;
- 2.2.8 System nursing for at least **THREE (3)** months after the system launch; and
- 2.2.9 Maintenance and support services for **ONE (1)** year after system nursing

3. Project Requirement

3.1 Project Management

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

- 3.1.1 Be responsible for the total project management and act as a single contact point to the CIC regarding all related activities of the project;
- 3.1.2 Take the lead in coordinating the CIC with various other parties for the smooth implementation of the project. The other parties include but are not limited to sub-consultants who may be involved in the design and architecture of the new CIC website;
- 3.1.3 Resolve conflicts and crises during the entire project life cycle;
- 3.1.4 Oversee and monitor the progress of various activities during the project life cycle to ensure that these activities are completed according to the implementation schedule and meet the project requirements;
- 3.1.5 Prepare a running list of project backlog items to promote project transparency. Report and follow up on all outstanding issues with all related parties. Suggest solutions and resolve difficulties throughout the project; and
- 3.1.6 Plan and schedule meetings to update project progress and a milestone regularly during the project life cycle to enable an agile and collaborative feedback loop between the CIC project team and the Contractor.

3.2 System Architecture

The Contractor shall:

- 3.2.1 Provide professional advice on all aspects of this website revamp project, including but not limited to the information architecture, wireframes, website design and development, content migration, API, service integration and deployment approach;
- 3.2.2 Suggest and define user permission, team structure, asset management and content publishing workflow;
- 3.2.3 Supply sufficient amounts of system diagrams, user and group permission matrices, flow charts, etc., to facilitate CIC's understanding of how the website is structured and operated; and

- 3.2.4 Illustrate the system design to the satisfaction of CIC's Enterprise Architecture team in the design phase.

3.3 CIC Corporate Website

The Contractor shall ensure that the revamped CIC Corporate website is easy to use, operate, manage and maintain. It should also be reusable, configurable and compatible with other existing CIC websites and matches the following requirements and capabilities:

3.3.1 General Requirements

- (a) The website design shall be flexible to adapt to changes in business requirements, operations, or other statutory requirements;
- (b) The design shall aim to drive brand awareness of information including but not limited to corporate news, highlighted events, information from various business units, etc.;
- (c) The website must be hosted and implemented on CIC's Web Content Management System (WCMS) on Adobe Experience Manager as a Cloud Service (AEMaCS);
- (d) Provide the overall website structure and navigation from each key modules layer shall have an integrated view of all key features of the revamped CIC Corporate website;
- (e) Illustrate the information architecture of the website, including features and content that shall be offered in each section; and
- (f) Design detailed high-fidelity wireframes for key journeys

3.3.2 User Interface (UI) Design

- (a) Generate an overall design based on CIC's branding guidelines and matches with the organisation's core values;
- (b) Provide **THREE (3)** mood boards or style tiles of the website for the CIC project team to choose from, including but not limited to colour palette, font style(s) and size(s) for different applications, the direction of design elements and design mock-up with the icon(s) and illustration(s), etc.;
- (c) Based on the selected preliminary design, undergo at least **FIVE (5)** design iterations with CIC's input until a design is accepted;
- (d) Establish a comprehensive design system to ensure that the design will be consistent across the whole website and any future content to be added; and
- (e) Provide a 'greyscale' version of the first landing page to cater to ad-hoc user needs

3.3.3 User Experience (UX) Design

- (a) Analyse and create detailed personas and user journeys of all the users who will be visiting the CIC website, with at least **THREE (3)** major types of users as follows:
 - Workers; and
 - Industry professionals, including but not limited to different levels of practitioners; and
 - General public
- (b) The overall design of the website should also consider the following types of users as follows:
 - Contractors, subcontractors and developers;
 - Industry partners, including but not limited to companies, institutions and associations;
 - Trade test candidates;
 - Professional bodies;
 - Institutions and universities;
 - Vendors; and
 - People interested in joining the construction industry
- (c) Conduct at least **THREE (3)** rounds of public user interviews for:
 - Understanding the strengths, weaknesses and user demands of the existing CIC website; and
 - Validate the design direction of the outputs of this project at the wireframing and prototyping phases
- (d) Study and evaluate existing web statistics like Google Analytics to understand the visitors' patterns and formulate a content strategy to achieve the goals set by CIC; and
- (e) Based on the analysis and studies above, architect an information architecture and multi-level navigation system that well balances CIC's needs and visitor experience.
- (f) The design shall comply with Level AA of WCAG 2.0 and Web Accessibility Initiative (WAI). A test report to certify conformance is required before the production launch.
- (g) The design of all processes and user interfaces should be user-oriented and make reference to the Web Accessibility Handbook (https://www.ogcio.gov.hk/en/our_work/community/web_mobile)

[app_accessibility/promulgating_resources/handbook/](#)) from the Office of the Government Chief Information Officer (OGCIO).

- (h) The webpages shall be responsive and adjustable for viewing for standard monitors, widescreen monitors (16:9), ultra-widescreen monitors (32:9), tablets and mobile phones using modern browsers such as Microsoft Edge, Google Chrome, Firefox, and Safari.

3.3.4 AEM Development Principles

The Contractors shall study and conceptually break down the current CIC corporate website into distinct components that will be developed to cater to the content management process guided by the following principles:

- (a) Reusability
Components need to be developed to be highly flexible and reusable across different pages. If well thought through, some of these components can be reused across different CIC's websites, reducing the cost of future website projects;
- (b) Modularity
Components should be easily combined with other components to create complex layouts and experiences;
- (c) Maintainability
Components built shall be well structured and documented to be easily maintained; and
- (d) Extensibility
The design of the components shall be built to be extensible to cope with any potential requirements and needs.

3.3.5 AEM Component Library

The Contractor shall go through the CIC corporate website and identify a full set of AEM components that are needed for the management of the content of the newly designed website. A detailed design guideline shall be included to visualise what template and components will be used on each webpage. The following is an example for illustration purposes, and the Contractor shall suggest an appropriate version based on the understanding of the subject matter and user requirements.

- (a) Use of Experience Fragments
 - Header Component

- Footer Component
- (b) Use of Content Fragments
 - Partner List Component
 - Project Tender Component
 - Publication List Component
 - News
 - Events
- (c) Reuse and Enhance OOTB Components
 - Accordion
 - Breadcrumbs
 - CTA Button
 - Heading Text
 - Image with Rotating Background
 - Page Title
 - Search Result
 - Section Container
 - Separator
 - Table
 - Text Description
 - Video
- (d) Custom Components
 - Albums
 - Banner
 - Column Control
 - Contact Form
 - Event Listing
 - Highlight
 - Hot Topic
 - Map
 - Masthead
 - New Listing
 - Overview
 - Personalised Content
 - Project Highlight
 - Project Listing
 - Project Status

- Project Timeline
- Related News
- Resource Center
- What's New

3.3.6 Information Architecture

The Contractor shall thoroughly understand all the existing contents published under the CIC (<https://www.cic.hk>) websites and then recommend how the contents should be presented, migrated or / and added under the revamped website. The following illustrates a few of such contents for reference only.

The Contractor shall not be framed to the existing information architecture and shall focus on which structure shall benefit the end users to navigating and searching for the information they need. E.g. instead of trade information mentioned in various sections in the website like worker registration, trade testing and safety training, shall the trade information be centralised at one single spot.

(a) About CIC

- Corporate Profile;
- Leadership;
- Join Our Team;
- Media Centre;
- Chairman's Blog;
- Executive Director's Blog;

(b) Registration Services

- Application for Workers Registration;
- Construction Workers Registration System (CWRS)
- Register of Construction Workers
- Registered Specialist Trade Contractors Scheme
- Technically Competent Persons Registration Scheme

(c) Research & Data

- CIC Research Fund Application;

- Statistics of Registered Construction Workers;
- Trade Test Achievement;
- Construction Expenditure Forecast

(d) Trade Tests

- Introduction;
- Purposes;
- Our services;

(e) Levy

- E-service 2.0;
- E-service Application;
- Download Levy Forms
- Download Levy Leaflet

(f) Industry Development

- BIM;
- CBD;
- CITAC
- Construction Productivity
- Construction Safety
- Environment & Sustainability
- MiC
- iHub
- CITF
- Webinars

(g) Safety Corner

- Safety Publications;
- Safety Videos;
- Safety Related Training Course
- Committee on Construction Safety
- Safety Apps
- Construction Safety Webinar

3.3.7 Functional Features

- (a) Landing page with an option to toggle grayscale filter;
- (b) Site navigation;
- (c) Branded header and footer;
- (d) Page approval date displayed as last update date;
- (e) Language switcher;
- (f) Site-wise search via Swiftype;
- (g) Links and content sharing via social media and mobile touchpoints;
- (h) Location map via Google Maps;
- (i) Calendar view to list events captured in the CIC website and other CIC subsites;
- (j) Hero slider;
- (k) Stateful announcement pop-up modal window;
 - Content should support text, hyperlinks, email contacts, images and videos
 - Supports scheduled publishing
- (l) Contact form for any enquiries;
- (m) News and events subscription by RSS feed;
- (n) EDM personalisation, if applicable, according to the site design;
- (o) GDPR-compliant cookie banner;
- (p) Data privacy policy statement and disclaimer;
- (q) Video player;
(The custom component should have a user-intuitive interface to allow content authors to insert YouTube, Vimeo, Youku, etc., by video ID and a configurable player layout; and
- (r) Multiple templates for BUs to choose how to format a page, e.g. 1, 2 or 3 columns layout.

3.4 Content Publishing

- 3.4.1 Enable and apply content governance rules and models to standardise content creation, publishing workflows, and creating better efficiency, agility, and scale;

- (a) Define and enable user roles (such as author / editor and approver), access rights management and permission. And provide a set of access controls to internal users;
- (b) Define and enable content publishing workflow for content creation, review, approval, and publishing OR customise workflow to meet custom requirements;
- (c) In general, most of the web content will have a 2-tier content publishing and approval workflow that mainly involved the Corporate Communications as both content author and approver;
- (d) Depending on the information architecture design, some web content will have a 3-tier content publishing and approval workflow that involved both Corporate Communications as final approver, while other departmental content owner as both content author and intermediate approver; and
- (e) Design and deploy user input forms (implemented as a UI component) for content authors to update and integrate website structural static content

3.4.2 Ensure all website content can comply with the AEM content authoring and publishing process and is customisable based on the generic AEM content management workflow;

- (a) Content authoring is done through an AEM author instance which provides a web-based user interface that allows content authors to create, edit and manage content for the website.;
- (b) Content publishing is done through AEM publish instance which serves as a read-only version of the website that can be viewed by the end users.

Generic AEM content management workflow is described as follows:

- Create Content - Content authors can create / edit content using WYSIWYG editor or using content fragment components;
- Review Content - Once the content is created or modified, it needs to be reviewed by an approver or an editor for quality control and accuracy. This is managed through an AEM workflow;
- Approve Content - If the content is approved, it is then published to the production environment. If the content is not approved, the workflow will return it to the content author for further revision; and
- Publish Content - Once approved, the content is published to the AEM publish instance, which will cache the published content to improve performance. The content can now be viewed on the live website by end users.

- 3.4.3 Create and deploy webpage templates for frontend static structural (e.g. news, events, etc.) and non-structural content (e.g. about us, contact us, etc.) display layout. Based on the existing website architecture, it is estimated that at least **FIFTY (50)** page layout designs will be required;
- 3.4.4 Deploy and customise website components within the AEM repository and AEM components based on business needs and revamped application interfaces. Based on the existing website architecture, it is estimated that at least **THIRTY (30)** native and custom components will be required;
- 3.4.5 Create the required content types (in the form of content fragments in the WCMS) and associated metadata and fields, user access rights, and publishing workflow to support the website content needs. The content types should include news, notices, announcements, events, articles, blogs, programmes, modules, venues, campus, testimonials / endorsements, sharing, media coverage, press releases, videos, contacts, awards, scholarships, trade and trade categories, facilities, etc. It is estimated that at least **TWENTY (20)** content types (a.k.a. fragments) will be required;
- 3.4.6 Some common content types have already been defined by other existing AEM websites and considered as global types, which shall be reused / extended whenever possible to promote consistency and reusability;
- 3.4.7 All published content shall be integrated with Google Analytics to measure form usage metrics effectively.

3.5 Content Migration

The Contractor shall work with CIC to decide on a proper content migration strategy agreed upon by both parties. It could be entirely handled by the Contractor or the Contractor providing instructions on how CIC could perform the migration internally.

- 3.5.1 Most of the content should be migrated and populated from the existing CMS, which is a vendor custom-built system based on ASP and MS SQL;
- 3.5.2 Digital assets being used by the existing content should be migrated to the new CMS's Digital Assets Management (DAM);
- 3.5.3 Content creation and new copies (if any) shall be managed by CIC;

- 3.5.4 There may be changes to the existing CIC website configuration or system setup required to accommodate the new services to be built through this project; and
 - 3.5.5 Address and implement the migration requirements stated above based on the final design
- 3.6 Content Integration
- 3.6.1 Integrate with other CIC websites for common corporate shared data like news, events and articles, where the websites are either:
 - (a) Other websites deployed on the same AEMaCS instance via the use of a common content fragment model and tagging system; or
 - (b) Other websites using home-grown CMS via the use of standard RESTful APIs with JSON response data
- 3.7 Content Searching
- 3.7.1 Sitewide search shall be available via integrating with CIC subscribed Swiftype platform;
 - 3.7.2 Searching shall cover pure text content hosted in AEM pages, content fragment, as well as rich text content in PDF documents hosted in AEM assets (DAM);
 - 3.7.3 Search box shall support search term auto complete based on end users' recent search terms, suggested search term by CIC and hot search by general public;
 - 3.7.4 Search result page shall be paginated or with lazy loading; and
 - 3.7.5 Search results shall have filters to refine the search result by content type (e.g. page or PDF) and by content relationship / functional unit (e.g. worker registration, industry development, safety, etc.)
- 3.8 Language
- 3.8.1 The website shall be multi-lingual and must specifically support English, Traditional Chinese and Simplified Chinese characters;
 - 3.8.2 The support should include Hong Kong Supplementary Character Set (HKSCS) and the Unicode (UTF-8) format; and

- 3.8.3 The content publishing shall also provide a feature to convert (not translate) Traditional Chinese content to the corresponding Simplified Chinese wordings to facilitate authoring multi-lingual content

3.9 Web Analytics

- 3.9.1 Integrate with Google Analytics (GA) and / or Adobe Analytics (AA) through Google Tag Manager (GTM) to measure and track user behaviour and usage metrics which includes but are not limited to user signup, login, device, view per page, user journey, website traffic data by day-by-day timeslot, etc.; and
- 3.9.2 Enable the tagging capabilities for sites and users' usage followed by the existing analytic tagging rules and behaviours

3.10 Supported Devices

The created website should support the following major browsers for proper display and functionality:

Browser	Operating System(s)	Version
Apple Safari	Apple macOS and iOS	Latest 3 major versions
Google Chrome	Apple macOS and iOS Google Android Microsoft Windows	
Microsoft Edge	Microsoft Windows	
Mozilla Firefox	Microsoft Windows	

3.11 Responsive Design

- 3.11.1 Support responsive viewport to fit the visible screen and content sizes of all connected devices, including popular mobile, tablet and desktop, as follows:
- Desktop displays (resolution at 1280 x 1024, 1920 x 1080, 3840 x 2160);
 - Mobile displays (officially supported iPhone and Android phones); and
 - Tablet displays (officially supported iPad and Android tablets)
- 3.11.2 Support both landscape and portrait display orientations; and

- 3.11.3 Margin tolerance across support handset devices is to be further discussed between the Contractor and CIC.

3.12 Hosting and Deployment

- 3.12.1 The website shall be hosted and implemented on CIC's centralised Web Content Management System (WCMS), i.e. Adobe Experience Manager (AEM);
- 3.12.2 All digital assets used by the website shall be stored on the AEM's associated Digital Asset Management (DAM), except for cases where the file size is enormous, e.g. video file;
- 3.12.3 No additional hosting resources shall be provided by CIC unless necessary;
- 3.12.4 **THREE (3)** logical environments, including development, testing and production, shall be provided for various development, testing and quality assurance activities without affecting the live service; and
- 3.12.5 The entire website architecture and operation shall be designed as always on and should not experience any downtime, even during resource scaling, software updates and deployment.

3.13 DevOps

The Contractor shall adopt the DevOps approaches and technology stacks currently used by CIC in the AEMaCS, which is based on GitHub repositories, GitFlow and GitHub Actions.

3.14 Website Performance, Load / Stress Test

- 3.14.1 For content delivery via the CIC Website and API calls, they shall support a substantial amount of concurrent requests without any significant degradation in response;
- 3.14.2 The Website shall be able to support at least 10,000 users at the same time without impacting the site's speed and performance;
- 3.14.3 The Contractor shall perform appropriate load tests, simulating the workload volumes specified in performance requirements and using an environment similar to the production environment as close as possible;

- 3.14.4 The Contractor shall report the findings, document the test results, recommend and implement appropriate actions to improve the performance when needed;
- 3.14.5 Load test testing tools shall be recommended in the technical proposal and used in the testing of the system. Skill transfer of the tools shall be provided to the CIC IT team;
- 3.14.6 The website's web vitals should not fall into the "Poor" range and shall always aim for "Good" whenever applicable. The web vitals to be included followed the Core Web Vitals defined by Google as follows:
- Largest Contentful Paint (LCP);
 - First Input Delay (FID); and
 - Cumulative Layout Shift (CLS)
- 3.14.7 Google Lighthouse evaluation shall be performed with the corresponding report submitted to CIC for review; and
- 3.14.8 The Contractor shall be responsible for configuring and tuning the system from end to end. If the system does not meet the performance requirement, the Contractor shall perform problem diagnosis, identify and verify the optimal solutions, and implement the necessary changes to meet the need. Subsequent testing shall be done again until the test result is proven to be satisfactory before the production launch.

3.15 System Security

- 3.15.1 The Contractor shall design the platform / system / website / solution that meets the OGCIO's baseline IT Security Policy published on their website
(https://www.ogcio.gov.hk/en/our_work/information_cyber_security/government/);
- 3.15.2 The Contractor shall hire, at its own costs and expenses, independent external consultants / auditors, subject to the sole discretion of CIC, with appropriate skill and experience to conduct the Security Risk Assessment and Audit (SRAA) of the platform / system / website / solution before system rollout in accordance with the latest version of the [Practice Guide for Security Risk Assessment & Audit](#), [Practice Guide for Mobile Security](#) and [Practice Guide for Cloud Computing Security as published by the OGCIO](#);
- 3.15.3 The selection of the SRAA consultants / auditors shall be objective and impartial, and the use of SRAA shall be restricted and controlled;
- 3.15.4 The SRAA reports shall be submitted to CIC for consideration, and fix the identified risks up to CIC's satisfaction;
- 3.15.5 CIC shall have the right to further engage an independent consultant / auditor / tool to conduct SRAA whenever CIC considers it appropriate;
- 3.15.6 The Contractor shall also support fixing any issues reported by the CIC cybersecurity team;
- 3.15.7 If the consultants / auditors / tools, whether engaged by the Contractor or CIC, propose any recommendations for the platform / system / website / solution:
- (a) The Contractor shall submit an action plan to the Council for approval with FIVE (5) working days after acceptance of the reports by the CIC or any other time specified; and
 - (b) Once CIC approves an action plan, the Contractor shall take the actions within the specified period agreed by CIC, at its own costs and expenses.
- 3.15.8 If any hosting services are required, the hosting provider shall comply with the Information Security Management System (ISMS) specification ISO27001:2013 and shall provide the corresponding certificates to CIC for review;
- 3.15.9 All cookies shall adopt the secure flag, and all session cookies shall use HTTPS protocol;

- 3.15.10 Has spam, bot protection and mitigation using reCAPTCHA or other advanced risk analysis mechanisms within the entire integration;
- 3.15.11 Supports content in transit using TLS with TLS 1.2 or newer;
- 3.15.12 The Contractor shall provide system security maintenance within the maintenance period. Security patches shall be applied at least once every SIX (6) months, including operating system, system service, as well as any 3rd-party component and service libraries used by the system; and
- 3.15.13 Emergency patching should be applied to the application system to address security deficiencies or other vulnerabilities that make the environment susceptible to compromise or cause information leakage. When such a need arises, it should be addressed within TWO (2) months or a timeframe agreed by CIC.

3.16 Access Security

- 3.16.1 The system should support customer authentication by integrating with the Customer Identity and Access Management (CIAM) platform using industry-standard protocols, such as OpenID Connect, OAuth 2.0 and SAML;
- 3.16.2 Access to services and data shall be controlled based on necessities with approval;
- 3.16.3 The use of special privileges shall be restricted and controlled;
- 3.16.4 Access to system utilities shall be strictly controlled and only granted with a defined need;
- 3.16.5 The system shall be monitored to ensure conformity to access policy and standards; and
- 3.16.6 All passwords being typed on the screen must be masked.

3.17 Data Security

- 3.17.1 The Contractor shall propose and apply measures (e.g. encryption for data at rest and data in transit) on data protection, transfer, retention, and removal for information security protection.
- 3.17.2 All information must be encrypted during transmission over communication networks whenever applicable, such as between web server and database, client and web server, and other inter-server data exchanged through API calls;

- 3.17.3 All user and system access to sensitive data and cryptographic keys shall be strictly controlled and tracked by audit trail; and
- 3.17.4 Industry-standard encryption algorithms such as AES-256 must be used to encrypt sensitive data on all related servers, including backups and databases, to prevent data breaches.

3.18 Data Privacy

- 3.18.1 The Contractor shall design the platform, data schema, and data storage with the least impact on personal privacy. It is mandatory for the proposed solution to observe the Hong Kong Personal Data (Privacy) Ordinance;
- 3.18.2 The Contractor shall include information to clarify how their design addresses the 6 data protection principles;
- 3.18.3 The Contractor shall carry out Privacy Impact Assessment (PIA) for personal data (and the credentials) to be stored on the platform at the agreed point of time;
- 3.18.4 The Contractor shall also work with CIC to carry out Data Protection Impact Assessment (DPIA) for personal data processing, identifying and mitigating risks; and
- 3.18.5 Given that there will be users from European Union countries, tenderers shall be aware of the applicable rights to individuals who could exercise General Data Protection Regulations (GDPR) rights during the platform design and relevant processes.

3.19 Data Retention

- 3.19.1 The Contractor shall implement administrative features, scheduled jobs, and / or manually executed scripts to achieve the government or CIC's data retention policies and needs.

3.20 Audit Control

3.20.1 Logs shall be created for the following:

- (a) All system access, including successful and failed attempts;
- (b) All data updates; and
- (c) All system and application errors.

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

3.20.3 All logs shall be accessible by CIC at any time;

3.20.4 The system shall retain logs for a period commensurate with their usefulness as an audit tool. During this period, all records shall be secured so that they cannot be modified but can only be read by authorised persons; and

3.20.5 Provides a report for CIC to easily list out all the users involved in the website with their corresponding roles and / or permissions.

3.21 Presentation of New Ideas

The Contractor shall propose idea(s) not covered in this assignment brief that could benefit CIC in the user experience of the website from the perspective of the visitor, content author, approver and system owner.

3.22 Optional Items

The Contractor shall quote the following optional items in the Fee Proposal, which CIC could be able to opt for throughout the contract period:

3.22.1 Renew the maintenance service for the **FIRST (1st)** year upon completion of the initial contract;

3.22.2 Renew the maintenance service for the **SECOND (2nd)** year upon completion of the initial contract;

3.22.3 Renew the maintenance service for the **THIRD (3rd)** year upon completion of the initial contract;

3.22.4 Out-of-scope service per person-day for the following roles:

- (a) Project manager;
- (b) Solution / system architect;
- (c) System analyst;
- (d) Analyst programmer;
- (e) Quality control engineer; and
- (f) UI / UX designer

3.22.5 Photo shooting services with all necessary equipment for photo shooting for ONE (1) day:

- (a) 7 -8 hours on a single day;
- (b) At least 50 pcs photo deliverables;
- (c) Deliverables submitted in both RAW and JPEG formats with at least 4K resolution;
- (d) Post-processing of the photos shall be included, including colour adjustment, exposure correction, sharpening, etc.; and
- (e) All copyrights should solely belong to the CIC

3.22.6 Video shooting services with all necessary equipment for video shooting for ONE (1) day:

- (a) 7 – 8 hours on a single day;
- (b) 1-minute video deliverable;
- (c) The video must contain background music, subtitles in Chinese & English, the addition of wordings and opening graphics, etc., until the satisfaction of the CIC;
- (d) Output files of clean and subtitles in both Traditional Chinese and English versions in HD format and digital format applicable for Facebook, LinkedIn, Instagram, YouTube, Website and LED TV in AVI, Mpg4 and MOV format;
- (e) Post-editing of the video, sound effects and audio mixing shall be included;
- (f) The first draft of the video shall be submitted to the CIC for comments within a week after shooting; and
- (g) All copyrights should solely belong to the CIC

4. Deliverables

- 4.1 The execution of this Project and all Deliverables shall comply with the Contract requirements to the satisfaction of CIC. In case of ambiguities in any requirements in the Contract, CIC shall have the final jurisdiction on the explanation and approach of implementation to meet the needs. The Contractor shall follow the description of the requirements and the instructions given by the CIC to implement the solution to the satisfaction of the CIC. The Contractor shall not be entitled to any additional charges resulting thereof.
- 4.2 Upon receiving the Project Commencement Letter, the Contractor shall commence the project on the date specified in the Project Commencement Letter.
- 4.2.1 The Contractor shall propose a complete implementation schedule with the planned completion date for each task. Milestones / Major Tasks and their required deliverables are listed as follows, with the completion date listed in Section 7 Brief Programme:
- (a) Initiate a project kick-off meeting with the submission of a project timeline, project team organisation with contact details and set up a project team communication channel list such as Microsoft Teams or Slack;
 - (b) Schedule project status meetings and project steering meetings to sync up with CIC regularly based on general project status, achievements, next fortnight's tasks and risk and mitigation;
 - (c) Create Risk, Action, Issue and Decision (RAID) Log to capture new RAID from CIC and for the Contractor to provide mitigation or resolution action for efficient next steps;
 - (d) Complete the user requirement collection and solution design, with the submission of a technical design specification that includes system diagrams, user requirements, backlog items, user and group permission matrices, publishing and operation workflows and security settings;
 - (e) Provide key visual mock-up, design guidelines and detailed high-fidelity wireframes to define the design system and user journeys;
 - (f) Develop the new CIC website and configure the WCMS with necessary content types (a.k.a content fragments), page templates, custom components, associated user roles and permissions, workflow, caching and API endpoints. The corresponding documents shall be provided, including system development procedure, configuration document, user and group permission matrix and reports, etc.;

- (g) Complete the content migration process with a scope agreed upon by CIC and provide instructions and / or documents for CIC to perform the migration process when needed;
 - (h) Complete SIT and UAT testing and submit the following documents to CIC for comment and approval, including testing approach, scripts, and reports;
 - (i) Remediate or mitigate the findings reported in the SRAA conducted by a third-party security assessor and any additional results reported by the CIC Cybersecurity team;
 - (j) Deploy the new CIC website to the production environment and conduct a sanity check;
 - (k) Conduct instructor-led training for CIC system admins and content authors. Provide related training materials and access to online on-demand resources. Submit SOP documents to CIC for comment and approval;
 - (l) Complete the system nursing period and submit any logs of problems and incidents incurred during the period for CIC's comment and approval;
 - (m) Complete the system maintenance, and update all project documents according to the latest system design and configuration. Submit any logs of problems and incidents incurred during the period for CIC's comment and approval; and
 - (n) Conduct the handover user training and briefing session for CIC staff and CIC's designated vendor, if any.
- 4.3 The time frame for submission of the Deliverables is subject to change by the CIC. The Contractor shall be prepared to allow flexibility in the project plan to allow for changes in the work schedule due to comments, suggestions, and lead time for endorsement or approval made by the project team. The Consultant shall not be entitled to any additional charges resulting thereof.
- 4.4 CIC may, in writing and with the agreement of the Contractor, extend the time frame referred to in Section 7 Brief Programme below for submission of the Deliverables in circumstances that it considers appropriate and justifiable to allow extra time for the Contractor to take into account the comments made by CIC.
- 4.5 All Deliverables produced by the Contractor shall be subject to approval by CIC. CIC will endeavour but is not bound to provide comments on the Deliverables within **TWO (2)** weeks upon receipt. The Contractor shall rectify and supplement within **ONE (1)** week upon receiving comments from the CIC and the stakeholders. Approval of layouts shall be obtained before starting the related production.

- 4.6 All project assets shall be submitted electrically in their native editable file format of the original authoring software, together with a corresponding exported readily printable PDF format, if applicable. Examples are as follows:
- Text documents in Microsoft Word, Microsoft PowerPoint, Microsoft Excel, Adobe InDesign, etc.;
 - Graphic files in Adobe Photoshop, Adobe Illustrator, Sketch, etc., with an additional exported copy used in the deployed system in PNG, JPG, SVG, etc.;
 - Diagrams in diagrams.net;
 - Design systems, style guides, wireframes, and user flows in Adobe XD;
 - API documentation in Postman collection;
 - Product backlog and project documentation in CIC provided Atlassian Jira and Confluence workspaces; and
 - Source code in CIC provided GitHub Enterprise repository.
- 4.7 The Deliverables shall be in English with UK spelling variants unless otherwise specified.
- 4.8 The Contractor shall ensure that the electronic deliverables and software are not infected by any malicious code like computer viruses, worms, Trojan horses and logic bombs, which could cause damage to the CIC systems. The Contractor shall also ensure that there is no loophole and backdoors in the electronic deliverables or software that would breach the security control. Any code for developers' debugging and convenience of whatsoever purpose, which would not contribute to the production system, shall be removed before the delivery.
- 4.9 Upon requests by CIC, the Contractor shall submit a rectification proposal of which the Contractor needs to propose rectification measures and take actions to catch up with the agreed progress and to improve the quality of the Deliverables to the satisfaction of the CIC.
- 4.10 The Contractor shall provide assistance to cover all system technical knowledge transfer, source code review, release notes, and deployment procedures during different project milestone subject to CIC's request and availability during the project and warranty period.

5. Nursing and Maintenance

- 5.1 The Contractor should provide a free nursing period for at least **TWELVE (12)** weeks after the production launch.
- 5.2 Supporting services should include phone and email enquiries and be provided from Mondays to Fridays during office hours (9:00 a.m. to 6:00 p.m.)
- 5.3 Upon expiry of the nursing period, the Contractor should provide maintenance service for approximately **ONE (1)** year that matches with the whole service subscription period. The maintenance shall cover the following primary services:
- To provide written and verbal replies to enquiries and helpdesk services through phone, email, website and onsite within **THREE (3)** working days regarding the deployed system's issues and failure;
 - Update and renewal of system and data for CIC, certification body and assessor as required;
 - Review and edit the functions and security system based on CIC's requirements; and
 - Support CIC ITD to carry out necessary fixes to minimise the service interruption and impact on the users.
- 5.4 During the nursing and maintenance period, the Contractor must fix critical problems within **TWO (2)** days; minor problems within **TWO (2)** weeks after being notified. If the issues are out of the scope of the projects, the Contractor should give an acceptable explanation.
- 5.5 During the nursing and maintenance period, the Contractor shall provide technical support regarding the system usage and necessary fixes. Identifying and fixing bugs on a live system shall be given priority over other support requests.
- 5.6 Upon the expiry of the maintenance service, the Contractor should ensure a smooth system handover for the CIC in-house maintenance team. An on-site handover session shall be provided to CIC before the contract end date.
- 5.7 In case of the end of the maintenance and subscription period, the Contractor shall provide CIC a gracing period of at least **ONE (1)** month to export and migrate the content out from the system.

6. User Training

- 6.1 The Contractor shall provide **THREE (3)** on-site / online training sessions that cover the system's administrative operations and content publishing workflow. Each session should have **TWO (2)** hours and support at least **FIVE (5)** CIC colleagues with hands-on practice with training materials and manuals in English and supplement in Traditional Chinese when needed.
- 6.2 Online training materials such as on-demand courses, tutorials, videos and knowledge bases shall be provided for CIC colleagues to ramp up their skills in the deployed solution at their own pace.

7. Brief Programme

- 7.1 The website shall be launched within **FIFTY-FOUR (54)** weeks from the commencement date of the Services, which the CIC shall decide upon engagement. CIC shall supervise the whole project, and the project period may be revised with the agreement between CIC and the Contractor.
- 7.2 The Contractor shall complete the service requirements addressed in Section 3 Project Requirement and Section 4 Deliverables per the milestone schedule stated in Section 7.3 below.

7.3 Milestones Schedule

Deliverable	Description of Deliverables / Key Activities	Deadline / Time Frame (from the Commencement of the Project)
N/A	Commencement date of the Services	D
4.2.1 (a)	To initiate a project kick-off meeting	D + 1 week
4.2.1 (b)	To schedule regular project meetings	
4.2.1 (c)	To create feedbacks collection and mitigation process (RAID) for ongoing tasks	
4.2.1 (d)	To collect requirements and provide a technical design specification	D + 12 weeks
4.2.1 (e)	To provide high-fidelity wireframe and graphical design specification	
4.2.1 (f)	To complete the development of the website with content migration	D + 44 weeks
4.2.1 (g)	To complete the content migration	
4.2.1 (h)	To complete all testing and related document	D + 50 weeks
4.2.1 (i)	To support bug fix reported by any SRAA and complete all security related remediation	
4.2.1 (j)	To complete instructor-led training for CIC application admins and content authors	D + 52 weeks
4.2.1 (k)	To deploy a new website with a sanity check	D + 54 weeks
4.2.1 (l)	To complete the system nursing period	D + 66 weeks
4.2.1 (m)	To complete the handover sessions	D + 112 weeks
4.2.1 (n)	To complete the system maintenance period	D + 118 weeks (ONE (1) Year from the commencement of the service year)

7.4 The Contractor shall notify CIC when a potential or actual 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 time would be anticipated when comparing to the baseline programme or the previous version of programme preferably in the form of a bar chart / Gantt Chart. Subject to the approval of an extension of the project period, the Contractor shall prepare a revised Detailed Working Programme for CIC's comment and approval.

8. Management of the Contractor

- 8.1 The Contractor shall be directed and supervised by the CIC. The Contractor must allocate sufficient resources to complete the Project according to the Detailed Working Programme approved by the CIC.
- 8.2 The reviewers of this Contractor shall include the Information Technology Department (ITD). The CIC Secretariat will facilitate the CIC in supervising the Contractor.
- 8.3 The Contractor shall obtain the approval of the CIC (where appropriate) before the commencement of each stage of this Project.
- 8.4 For the avoidance of doubt, the meaning of “to the satisfaction of the CIC” or “approval by the CIC” shall mean the attainment of approval from the ITD as necessary.
- 8.5 The Project Manager and other relevant project team members shall attend all the meetings as called upon by CIC concerning this Project or specified in the Assignment Brief.
- 8.6 The Project Manager shall, from time to time, be available as the sole contact person for all matters related to the Project.

9. Contractor's Office and Staffing

- 9.1 The Contractor shall maintain an office in Hong Kong for the duration of this Project.
- 9.2 The composition of the project team shall also include at least the following team members:

9.2.1 Project Manager

- Over **TWELVE (12)** years of IT experience;
- Over **SEVEN (7)** years of experience in delivering corporate websites;
- Certified in agile project management (PMI-ACP, PSM or CSM);
- Certified in IT service management (ITIL v3) is preferred; and
- Possess knowledge of Information Architecture (IA), Search Engine Optimisation (SEO), user analytics and other web-based technologies.

9.2.2 Solution Architect

- Over **SEVEN (7)** years of IT experience;
- Over **FIVE (5)** years of experience in delivering corporate websites;
- Solid experience in web and RESTful development;
- Experience in REACT and Node.js development is a plus;
- Certified in cloud platforms (Azure, AWS or GCP) is a plus;
- Possess knowledge of Information Architecture (IA), Search Engine Optimisation (SEO), user analytics and other web-based technologies.

9.2.3 UI / UX Designer

- Over **FIVE (5)** years of UI / UX design experience;
- Over **THREE (3)** years of experience in delivering corporate websites;
- Familiarity with design software such as Figma, Adobe Suite, Adobe XD, and InVision (or similar tools);
- Solid experience in UI / UX, including persona interview and analysis, user flows and journeys, Information Architecture (IA), navigation systems, wireframes and producing interactive prototypes at various levels of fidelity.

9.2.4 Development Team

- Over **SEVEN (7)** years of IT experience;
- Over **THREE (3)** years of experience in developing and configuring websites; and
- Possess knowledge of Information Architecture (IA), Search Engine Optimisation (SEO), user analytics, Google Analytics, Firebase, AppsFlyer, Facebook Pixel and other web-based technologies.

9.2.5 Quality Assurance Team

- Over **FIVE (5)** years of IT experience; and
- Over **THREE (3)** years of experience in website or software testing.

- 9.3 The Contractor's project team (except administrative support staff) shall have the experience of undertaking projects of similar nature and scope to those required in this Project. With the prior approval of CIC, the Contractor may outsource some of the tasks if the Contractor deems the expertise and experience of the sub-contractor fits for performing the tasks that could achieve the objectives set out in this Assignment Brief. However, the Contractor shall be the ultimate responsible party of the Project and remain liable for any act or omission of the approved sub-contractor(s).
- 9.4 No additional fee or expenses rendered locally or overseas for the provision of any specialist or sub-contractor services required for the satisfactory completion of the Project shall be payable by the CIC.
- 9.5 The Contractor shall provide details of key project team members, including the Project Manager, Solution Architect, UI / UX Designer, Development Team, Quality Assurance Team and sub-contractor(s), if any, to be deployed on this Project together with their curriculum vitae, proof of qualifications and project references as well as staffing input for this Project for approval of the CIC. Separate permission from the CIC should be obtained for any subsequent changes of staff and sub-contractor(s).
- 9.6 The Project Manager shall attend all the meetings as may be called upon by the CIC.
- 9.7 The Contractor shall provide staff and manpower input in accordance with the technical proposal made at the tender stage, and the CIC shall have the right to check the time-log record of the Contractor's staff deployed for the Project.

- 9.8 In the event of any deviation or change of team members with respect to the submitted tender, prior approval from the CIC must be sought.
- 9.9 The Contractor shall maintain the project team with all identified team members as required in Section 9.2 above throughout the Project. In the event, for reasons beyond its control, the Contractor is unlikely to provide or maintain any key staff, such as the Project Manager, Quality Assurance Team, Technical Staff and sub-contractor as specified in the Technical Proposal or deployment plan approved by the CIC, it should report to the CIC as soon as practicable and propose for the CIC's approval of a substitute with equivalent experience and qualifications of the person who is leaving the project team. The Contractor acknowledges that any changes of members in the project team shall not discharge the Contractor's obligations under this Project.

10. Intellectual Property Rights

- 10.1 The ownership of any Intellectual Property Rights subsisting in the Deliverables as described in Section 4 and any documents, materials, data, web-based model and other information prepared or collected by the Contractor, its specialist(s), sub-contractor(s) and their employees and agent(s) in the course of this Project shall be vested in the CIC.
- 10.2 The Intellectual Property Rights, as mentioned in Section 10.1 above, shall not apply to any pre-existing Intellectual Property Rights of materials that were not created as a result of this Project yet are incorporated or used in the performance of this Project. The Contractor shall acquire and transfer to CIC all necessary consents, licenses, approvals, patents, copyrights and the like incidental to the Deliverables for the CIC's use and publication as applicable.
- 10.3 The Contractor shall warrant that no Intellectual Property Rights of any third parties have been or will be infringed in the course of or as a result of the Project. Should the Contractor's works involve any Intellectual Property Rights infringement of a third party's work or any elements partially copied or modified from a third party's work, the CIC would not be held liable. Regarding Indemnity and Intellectual Property Right Indemnities, please refer to Annex A.

11. Confidentially

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

12. Other Requirements, Terms and Conditions

- 12.1 Wherever the term “the Consultant” is referred to in the General Conditions of Contract and Guidelines for Works or Services, it shall be amended to read as “the Contractor”.
- 12.2 No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- 12.3 The CIC will not reimburse any transportation or travelling expenses that the Contractor may incur in undertaking the Project.
- 12.4 The CIC reserves the right to terminate or suspend the Project for any reason(s) with no cost implications, provided that advanced notice is issued in writing before the commencement of the scheduled services. The termination or suspension of the Project shall not affect any rights of the CIC outlined in this Assignment Brief, including the ownership and Intellectual Property Rights of the Deliverables.
- 12.5 In case of termination or suspension of the Project, the Contractor has an obligation to stop works immediately in an orderly manner upon receipt of notification from CIC.
- 12.6 For termination, subject to the provision of proof on the works done, the Contractor shall be paid all fees and expenses commensurate with the services performed by them up to the date of notification about the termination, less all fees and expenses previously paid to the Contractor. The CIC shall not be liable for any loss of profits and other losses incurred by the Contractor due to such termination.
- 12.7 For service resumption after suspension, the CIC shall give written notice to the Contractor no less than **FOURTEEN (14)** working days before the planned resumption date of the Project. The Contractor shall thereafter continue with the services with the same terms and conditions set forth in this Assignment Brief. The Project period shall be extended for a period corresponding to the period of suspension or otherwise mutually agreed upon between the CIC and the Contractor.
- 12.8 Should the Project be terminated prematurely due to any reasons or completed satisfactorily as certified by the CIC, the Contractor shall return all related findings, statistics, documents, and materials belonging to the CIC and related to the Contractor, and/or destroy any information collected from the CIC including both hard copies and electronic copies within **FOURTEEN (14)** working days of the termination or completion.

Annex A - Indemnity and Intellectual Property Right Indemnities

Indemnity

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

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

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

Intellectual Property Right Indemnities

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

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

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

Memorandum of Agreement

of

**Provision of Consultancy Services on
User Experience Study and
Revamp of CIC Website**

for

the Construction Industry Council

February 2024

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To be Signed by a Contractor

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the _____ day of _____
2024 BETWEEN THE CONSTRUCTION INDUSTRY COUNCIL of _____
_____ (hereinafter called “the Employer”)
of the one part and _____
_____ of _____

(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 the Provision of Consultancy Services on User Experience Study and Revamp of CIC Website 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 of Employment
 - (g) Any relevant correspondenceall of which are annexed hereto.
2. The Director for the purposes of this Agreement shall be _____

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 undertakes to perform and complete the said services subject to and in accordance with the Agreement.

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

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

in the presence of
Signature, name and address

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

in the presence of
Signature, name and address

OR

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

in the presence of
Signature, name and address

OR

(c) SIGNED on behalf of the Contractor by

)
)
)
)

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
of
Provision of Consultancy Services on
User Experience Study and
Revamp of CIC Website
for
the Construction Industry Council

February 2024

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General Conditions of Employment for
Provision of Consultancy Services on User Experience Study and
Revamp of CIC Website
for the Construction Industry Council

1 Definitions

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

“Agreement” means and includes the Memorandum of Agreement, Conditions of Employment for Provision of Consultancy Services on User Experience Study and Revamp of CIC Website for the Construction Industry Council, 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.

“Works” and “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-consultants / sub-contractors or the Contractor's legal and insurance advisers.

- (B) Any disclosure to any person, sub-consultants / 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 Employer 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 and verification of the Contractor's invoice by the Employer. In the event of failure by the Employer to make payment to the Contractor in compliance with the provisions of this Clause the Employer shall pay to the Contractor interest at the 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 30 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-consultants / sub-contractors

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

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

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

The appointment of sub-consultants / sub-contractors to undertake any part of the 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-consultants / 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 THREE (3) times of the Contract Sum.

48 Safety Precaution (not used)

Not used.

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-consultants / 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 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 Contract to any third party without the written consent of the Employer.

54 Contractor's Claims for Extras

- (A) The Contractor shall send to the Employer 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 (not used)

Not Used

58 Completion of the Works (not used)

Not Used

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 28 days of receipt of the Contractor's proposed Variation and supporting detailed information under sub-clause (E)(i) of this Clause, or within such time as may be agreed between the Contractor and the Employer, 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.



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.