CONSTRUCTION
INDUSTRY COUNCIL
建造業議會

Our ref 本會檔號: (642) in P/AE/PUR/AGC
Your ref 來函檔號:

**19 November 2026**

Dear Sir / Madam,

**Tender Reference No. (642) in P/AE/PUR/AGC**
**Invitation to Tender for the Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council**

You are invited to submit a tender for the Provision of Lead Agency Services for the PR Campaign 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 21 December 2026.** Late tenders will NOT be considered.

   a) Label with "Technical Proposal for Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council"

   b) Label with "Fee Proposal for Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council"

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

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

4. In the event of Typhoon Signal No. 8 or above, or Black Rainstorm Warning is hoisted or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 a.m. – 6:18 p.m.) on the tender closing date, the closing time will be postponed to 12:00 noon of the next working day.

5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.

6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.

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

8. There will be a briefing session **at 2:30 p.m. on 1 December 2026 via Microsoft Treams.** 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 30 November 2026 confirming the attendance of the said tender briefing 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, on telephone 2100 9425 or via e-mail: kelvinlee@cic.hk.

Yours sincerely,



Yesh SUN
Senior Manager – Management Support

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 | Reference |
|---|---|
| **Technical Proposal** | |
| 1. Tenderer's Track Record & Project Reference | Conditions of Tender, Appendix A Clause 1.1 to 1.5 |
| 2. Organisation and Qualifications of Proposed Project Team | Conditions of Tender, Appendix A Clause 2.1.1 to 2.1.5 |
| 3. Project Approach and Requirements to<br>(i) fulfill the technical requirements and<br>(ii) deliver all deliverables outlined in the Assignment Brief and its Annexes | Conditions of Tender, Appendix A Clause 3.1 to 3.3 |
| 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 |
| 6. A duly completed Tenderer's Integrity, Compliance and Criminal Conviction Declaration | Tenderer's Integrity, Compliance and Criminal Conviction Declaration |
| **Fee Proposal** | |
| 7. Form of Tender | Conditions of Tender, Appendix C |
| 8. 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, and a duly signed Tenderer's Integrity, Compliance and Criminal Conviction Declaration. 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 Lead Agency Services for the PR Campaign for the Construction Industry Council

**Please adhere the following labels on <u>separate</u> sealed envelope of your submitted tender.**

**"Confidential"**

**TENDER**

**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.: [(642) in P/AE/PUR/AGC]**
**Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council**

**Name of Tenderer:** _____

**Closing Time and Date: <u>12:00 noon on 21 December 2026</u>**

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**"Confidential"**

**TENDER**

**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.: [(642) in P/AE/PUR/AGC]**
**Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council**

**Name of Tenderer:** _____

**Closing Time and Date: <u>12:00 noon on 21 December 2026</u>**

CONSTRUCTION INDUSTRY COUNCIL
建造業議會

Ref. No.:
檔案編號:

Form No. PRO-01
Rev K 28-Sept-2026

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

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

如查詢此表格內的資料，包括查閱途徑及修訂資料，請與上述部門聯絡。

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

(i) Company Name：_____

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

公司名稱 ：_____

(中文)【公司名稱須與商業登記條例(第310章)內所登記的名稱相同】

(ii) Company Address：_____

(English)

公司地址：_____

(中文)

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

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

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

為減少紙張用量，除非另作書面要求，所有議會通訊將以電郵傳遞。

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

(i) Company Type 公司類別：

☐ A body corporate registered under the Companies Ordinance (Cap 32) 根據《公司條例》(第32章)註冊的法人團體

☐ A partnership (unincorporated) 合夥(非屬法團)

☐ A sole proprietorship (unincorporated) 獨資(非屬法團)

☐ Others (Please specify) 其他(請註明) _____

(ii) Members of organisation 公司成員：

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

* Delete where inappropriate 將不適用者刪去

CONSTRUCTION INDUSTRY COUNCIL
建造業議會

Ref. No.:
檔案編號:

Form No. PRO-01
Rev K 28-Sept-2026

# 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)

# Application Form for the Inclusion in the CIC General Vendor List

## 建造業議會一般供應商名單申請表

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

**Application Form for the Inclusion in the CIC General Vendor List**

**建造業議會一般供應商名單申請表**

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

# Application Form for the Inclusion in the CIC General Vendor List

# 建造業議會一般供應商名單申請表

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

# Application Form for the Inclusion in the CIC General Vendor List

## 建造業議會一般供應商名單申請表

| | | | |
|---|---|---|---|
| ☐ 4 | Petroleum & Fuel Products (石油及燃油產品) | ☐ 4.1 | Anti-Rust Spray (防銹噴霧) |
| | | ☐ 4.2 | Brake Fluid (剎掣油) |
| | | ☐ 4.3 | Cutting Oil (切割油) |
| | | ☐ 4.4 | Hydraulic Oil (液壓油) |
| | | ☐ 4.5 | Industrial Diesel Oil (工業柴油) |
| | | ☐ 4.6 | Lubricant Oil / Grease Oil (潤滑油/潤滑脂油) |
| | | ☐ 4.7 | Transmission Oil (傳動油) |
| | | ☐ 4.8 | Ultra Low Sulphur Diesel Oil - Ex-petroleum Filling Stations (超低含硫柴油 - 油站加油) |
| | | ☐ 4.9 | Unleaded Petrol - Ex-petroleum Filling Stations (無鉛汽油 - 油站加油) |
| ☐ 5 | Construction Equipment & Machinery (建築設備及機械) | ☐ 5.1 | Aluminium / Galvanized Iron Working Platform (高空工作台) |
| | | ☐ 5.2 | Air Compressor & Blower (風機) |
| | | ☐ 5.3 | Bolt & Pipe Threading Machine / Groove Machine (電動管紋機 / 壓坑機) |
| | | ☐ 5.4 | Builder's Lift (建築工地升降機 - 工人籠) |
| | | ☐ 5.5 | Cable Dectector (地下電纜探測器) |
| | | ☐ 5.6 | Concrete Mixers (混凝土攪拌機) |
| | | ☐ 5.7 | Concrete Vibrator (混凝土震機) |
| | | ☐ 5.8 | Crawler Crane (履帶式吊機) |
| | | ☐ 5.9 | Dozers (推土機) |
| | | ☐ 5.10 | Dust Collectors (集塵器) |
| | | ☐ 5.11 | Forklifts and Tow Tractors (叉車及拖引車) |
| | | ☐ 5.12 | Gantry Crane (龍門式吊機) |
| | | ☐ 5.13 | Generator Set (發電機組) |
| | | ☐ 5.14 | Gondola Systems (吊船) |
| | | ☐ 5.15 | Hydraulic Punching / Shearing / Swing Beam Machine (液壓沖 / 剪 / 擺式剪板機) |
| | | ☐ 5.16 | Hydraulic Excavators (液壓挖土機) |
| | | ☐ 5.17 | Loaders (裝載機) |
| | | ☐ 5.18 | Mobile / Trucks / Lorry Crane (汽車吊機) |
| | | ☐ 5.19 | Metal Work Machine & Equipment (金屬工作機) |
| | | ☐ 5.20 | Pipe Welding Machine (喉管熱熔對接焊機 ) |
| | | ☐ 5.21 | Plate Compactor (壓路板) |
| | | ☐ 5.22 | Pump (泵) |
| | | ☐ 5.23 | Roller Shutter (捲閘) |
| | | ☐ 5.24 | Spray Booth (噴漆柜) |
| | | ☐ 5.25 | Surveying Measuring Instrument (測量儀器) |
| | | ☐ 5.26 | Thicknessing Planer (壓鉋機) |
| | | ☐ 5.27 | Tower Crane (塔式吊機) |
| | | ☐ 5.28 | Wood Turning Lathe (木車床) |
| ☐ 6 | Repair & Maintenance Equipment / Tools (維修及保養設備或工具) | ☐ 6.1 | Repair & Maintenance – Air-conditioning & Ventilation (空調及通風維修保養) |
| | | ☐ 6.2 | Repair & Maintenance – Builders' Lift – Hoists (建築工地升降機維修保養) |
| | | ☐ 6.3 | Repair & Maintenance – Carpark System (停車場系統維修保養) |
| | | ☐ 6.4 | Repair & Maintenance – Cleaning Equipment (清潔設備維修保養) |
| | | ☐ 6.5 | Repair & Maintenance – Construction Machine & Equipment (建築機械及設備維修保養) |
| | | ☐ 6.6 | Repair & Maintenance – Crawler Crane (履帶式吊機維修保養) |
| | | ☐ 6.7 | Repair & Maintenance – Diesel Generating Set (柴油發電機組維修保養) |
| | | ☐ 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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| | | ☐ 6.9 | Repair & Maintenance – Electrical (電工工程維修保養) |
| | | ☐ 6.10 | Repair & Maintenance – Fire Service Facilities & Equipment (消防設施及設備維修保養) |
| | | ☐ 6.11 | Repair & Maintenance – Gantry Crane (龍門式吊機維修保養) |
| | | ☐ 6.12 | Repair & Maintenance – Glass (玻璃維修保養) |
| | | ☐ 6.13 | Repair & Maintenance – Gondola System (吊船系統維修保養) |
| | | ☐ 6.14 | Repair & Maintenance – Hydraulic Mobile Crane (液壓輪胎式吊機維修保養) |
| | | ☐ 6.15 | Repair & Maintenance – Kitchen Equipment & Facilities (廚房設備及設施維修保養) |
| | | ☐ 6.16 | Repair & Maintenance – Lift & Escalator (升降機及扶手電梯維修保養) |
| | | ☐ 6.17 | Repair & Maintenance - Lightning System (避雷系統維修保養) |
| | | ☐ 6.18 | Repair & Maintenance – Lorry Crane (起重機貨車維修保養) |
| | | ☐ 6.19 | Repair & Maintenance – Measurement Equipment (量度設備維修保養) |
| | | ☐ 6.20 | Repair & Maintenance – Metal Work Machine & Equipment (金屬工作機械及設備維修保養) |
| | | ☐ 6.21 | Repair & Maintenance – Non-Destructive Testing Equipment (非破壞性測設備維修保養) |
| | | ☐ 6.22 | Repair & Maintenance – Office Equipment (辦公室設備維修保養) |
| | | ☐ 6.23 | Repair & Maintenance – Photocopier Machine (影印機維修保養) |
| | | ☐ 6.24 | Repair & Maintenance – Plumbing & Drainage (水務工程維修保養) |
| | | ☐ 6.25 | Repair & Maintenance – Power Supply Facilities (電力裝置設備維修保養) |
| | | ☐ 6.26 | Repair & Maintenance – Power Tools (電動工具維修保養) |
| | | ☐ 6.27 | Repair & Maintenance – Private Car (私家車維修保養) |
| | | ☐ 6.28 | Repair & Maintenance – Safety Equipment (安全設備維修保養) |
| | | ☐ 6.29 | Repair & Maintenance – Security Facilitate (警衛設備維修保養) |
| | | ☐ 6.30 | Repair & Maintenance – Sports Equipment (體育設備維修保養) |
| | | ☐ 6.31 | Repair & Maintenance – Survey Equipment (測量設備維修保養) |
| | | ☐ 6.32 | Repair & Maintenance – Tower Crane (塔式起重機維修保養) |
| | | ☐ 6.33 | Repair & Maintenance – Water Pump (水泵維修保養) |
| | | ☐ 6.34 | Repair & Maintenance – Walkie Talkie (對講機維修保養) |
| | | ☐ 6.35 | Repair & Maintenance – Welding Tools & Equipment (焊接工具設備維修保養) |
| | | ☐ 6.36 | Repair & Maintenance – Windows (窗戶維修保養) |
| ☐ 7 | Testing & Survey (測試及檢驗) | ☐ 7.1 | Testing & Survey - Air Quality (室內空氣質素測試) |
| | | ☐ 7.2 | Testing & Survey - Acoustic Test / Noise Assessment (噪音評估測試) |
| | | ☐ 7.3 | Testing & Survey - Car & Lorry (車輛續牌驗查) |
| | | ☐ 7.4 | Testing & Survey - Compressor & Blower (空氣壓縮機測試) |
| | | ☐ 7.5 | Testing & Survey - Drinking Water (飲用水測試) |
| | | ☐ 7.6 | Testing & Survey - Fire Service Installation & Equipment (消防裝置及設備檢測) |
| | | ☐ 7.7 | Testing & Survey - Gas Cylinder & Tester (氣樽及試錶測試) |
| | | ☐ 7.8 | Testing & Survey - Gondola System (吊船系統測試及檢查) |
| | | ☐ 7.9 | Testing & Survey - Illumination Quality (照明質量測試) |
| | | ☐ 7.10 | Testing & Survey - Inspection, Testing & Certification for Fixed Electrical Installations (固定電力裝置定期測試及檢查) |
| | | ☐ 7.11 | Testing & Survey - Jack & Lifting (千斤頂安全測試) |
| | | ☐ 7.12 | Testing & Survey - Lift & Escalator (升降機安全負荷測試) |
| | | ☐ 7.13 | Testing & Survey - Loader & Crane (裝載及起重機械安全負荷測試) |
| | | ☐ 7.14 | Testing & Survey - Measurement Tool (儀器精確度測試及調較) |
| | | ☐ 7.15 | Testing & Survey - Non-Destructive (非破壞性檢測) |
| | | ☐ 7.16 | Testing & Survey - Power Supply Facilities (電力裝置設備測試及檢查) |

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

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

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

# 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

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

**Type 2 - Construction Contractor**

☐ **類別二 - 建築工程承辦商**

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

**Type 3 - Others**

☐ **類別三 - 其他**

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

3.1 _____

_____

_____

3.2 _____

_____

_____

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

# Application Form for the Inclusion in the CIC General Vendor List

# 建造業議會一般供應商名單申請表

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

(1) _____ (2) _____

(3) _____ (4) _____

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

**Type 1 - Supplier ( 類別一 - 供應商)**

(i) Please attach a copy of the valid Business Registration Certificate for our reference and record.
請寄交有效的商業登記證文件副本以供參考和存照。

(ii) Please attach one set of relevant product / service catalogue(s) for our consideration.
請夾附最少一份有關產品 / 服務目錄以供參閱。

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

(i) Please attach a copy of the valid Business Registration Certificate for our reference and record.
請寄交有效的商業登記證文件副本以供參考和存照。

(ii) Please attach one set of relevant product / service catalogue(s) for our consideration.
請夾附最少一份有關產品 / 服務目錄以供參閱。

(iii) Please attach company profile
請夾附公司簡介

(iv) Please attach past 2 years financial report
請夾附最近兩年之財務報表

(v) Please attach the past 3 years relevant job reference with the contract amount for each selected category(s)
請夾附最近三年每個選定類別之相關工作參考及合同金額

(vi) Please attach relevant construction works licence(s)
請夾附有關工程牌照

(vii) Please attach Quality Assurance policy
請夾附質量保證政策

(viii) Please attach Health and Safety policy
請夾附健康及安全政策

(ix) Please attached Quality Management System certification(s) (if any)
請夾附品質管理系統認證（如有）

(x) Reference/ Appreciation Letter(s) (if any)
請夾附參考/感謝信（如有）

CONSTRUCTION INDUSTRY COUNCIL
建造業議會

Ref. No.:
檔案編號:

Form No. PRO-01
Rev K 28-Sept-2026

# 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) For more information about the CIC Entities' policies on privacy and personal data protection, please access their Privacy Policy Statement at https://www.cic.hk/eng/main/privacy_policy_statement. The CIC Entities reserve the right to update this PICS at any time. Should you have any enquiries about the CIC Entities' PICS and related practices, please contact the CIC Entities in writing and addressed to the below address or via enquiry@cic.hk.

Officer-in-charge (Data Access Request)
Construction Industry Council
38/F COS Centre
56 Tsun Yip Street
Kwun Tong, Kowloon

有關各議會實體私隱及個人資料保護政策的更多資訊，請查閱其《私隱政策聲明》：https://www.cic.hk/chi/main/privacy_policy_statement/.
各議會實體保留隨時更新本聲明的權利。
如閣下對各議會實體的《個人資料收集聲明》及相關做法有任何疑問，請以書面形式提出，並寄往以下地址或電郵 enquiry@cic.hk 與議會實體聯絡。

香港九龍觀塘駿業街 56 號
中海日升中心 38 樓
建造業議會
主管（查閱資料要求）收

(4) 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) Company Information Update 公司資料更新

(1) The Applicant shall promptly notify CIC in writing either by email to vendor@cic.hk or via the CIC Supplier Portal (https://supplierportal.cic.hk/ebvp/) of any material changes to the information submitted in connection with this application.
如申請人就本申請提交的資料有任何重大變更，須盡快以書面形式透過電郵 (vendor@cic.hk) 或建造業議會供應商門戶網站 (https://supplierportal.cic.hk/ebvp/) 通知議會。

### (iii) 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。

(4) I confirm that I have carefully read, understood and accepted the above Declaration and Personal Information Collection Statement, including the use of my personal data for direct marketing purposes, unless I have indicated otherwise.
本人已仔細閱讀、理解並同意上述的聲明、收集個人資料聲明，包括使用本人的個人資料進行直銷活動的部分，除非本人另有其他指示。

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：_____

CONSTRUCTION INDUSTRY COUNCIL
建造業議會

Ref. No.:
檔案編號:

Form No. PRO-01
Rev K 28-Sept-2026

# 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 Lead Agency Services

# for the PR Campaign

# for

# the Construction Industry Council

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

November 2026

**Provision of Lead Agency Services**
**for the PR Campaign**
**for the Construction Industry Council**

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# Conditions of Tender
# for
# Provision of Lead Agency Services
# for the PR Campaign
# 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) Tenderer's Integrity, Compliance and Criminal Conviction Declaration;

d) Assignment Brief and its Annexes (if any);

e) Memorandum of Agreement;

f) General Conditions of Contract.

# 2 Invitation

2.1 Tenderers are invited by the Construction Industry Council (hereinafter referred to as the "CIC") to submit proposal and bid for Provision of Lead Agency Services for the PR Campaign. 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 and a duly signed **Tenderer's Integrity, Compliance and Criminal Conviction Declaration**. 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, and **Tenderer's Integrity, Compliance and Criminal Conviction Declaration** (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 21 December 2026**. Late submission will NOT be considered. Failure to do so shall render the tender void.

4.8 In the event that a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 am – 6:18 pm) on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.

4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.

4.10 The CIC may reject a tender which in CIC's opinion is unreasonably low in terms of price and may therefore affect the tenderer's capability in carrying out and complete the services and delivering the deliverables in accordance with the Assignment Brief.

4.11 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.

4.12 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.

4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender.

4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.

4.15 Tenderer should ascertain the prices quoted are sufficient before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.

4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.

4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.

4.18 The CIC will not consider prices missing in Unit Rate, Total Value and Total Amount. The Unit Rate will be used should the Total Value and / or Total Amount have any discrepancy with the Unit Rate. No adjustment will be made for fluctuations in salaries, material prices and exchange rates of currencies, freight charges, insurance premium or for any other reason whatsoever.

4.19 Should examination of a tender reveal errors of such magnitude as in the opinion of the CIC would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender or withdraw his tender.

4.20 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform the CIC at once and have the same rectified.

4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the CIC in order that correct meaning may be decided before the date for submission of tender.

4.22 Tenderer shall inspect the Site and make themselves thoroughly acquainted with the existing condition of the premises, location, the existing structure / accessibility, restrictions for loading and unloading materials, and all the materials, and all other aspects which may affect the delivery of the deliverables. Tenderer shall make due and proper allowance when estimating their rates and prices for the information obtained or which ought to have been obtained during the site inspection. (for Tenders that involve field work only)

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

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

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

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

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

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

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

(b) Further to paragraph (a) of this sub-clause, the tenderer shall not fix the amount of the tender price or any part thereof by arrangement with any other person, make any arrangement with any person about whether or not

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

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

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

(a) his own insurers or brokers to obtain an insurance quotation for computation of tender price;

(b) his consultants or sub-contractors to solicit their assistance in preparation of tender submission; and

(c) his bankers in relation to financial resources for the Contract

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

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

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

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

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

# 6 Tender Interview

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

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

6.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in the Assignment Brief and 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 30 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 Track Record & Project Reference

1.1 The tenderer is required to provide company's profile, background and scope of business, expertise, company structure, and number of staff resources; Where the tenderer intends to engage any sub-contractor in the performance of the Services, the tenderer shall provide details of the proposed sub-contractors(s), including their roles, responsibilities and relevant experience.

1.2 The tenderer shall declare whether any of its directors or key personnel are employees of the CIC or any of its subsidiaries, or former employees of the CIC or any of its subsidiaries whose employment ceased within the last SIX (6) months (as of the tender closing date). Details of such relationships, if any, must be fully disclosed and to supplement the measures taken to manage or mitigate potential conflict of interest.

1.3 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 1.4 below.

- Tenderer previous projects where the Tenderer acted as lead agency manage multiple sub-contractors;
- Company credentials and successful cases sharing;
- Relevant job references (by tenderer's team members or partnering agencies) for launching and promoting integrated marketing campaign covering PR agency services, social media management services, digital marketing management services, and video and photography services.
- Profile of clients

1.4 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 / Organization** | | |
|---|---|---|---|
| | | | |
| **Scope of work** | | | |
| **Project Type (Scale and complexities)** | | | |
| **Organisation Type** | | **Involved Stakeholders Type** | |
| **Project Cost** | | **Project Duration** | |
| **Completion Date** | | | |

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

# 2. Tenderer's Staff Resources

## 2.1 Organization and Qualification of Proposed Project Team

2.1.1 The tenderer shall submit:

(a) An **Organization chart** indicating the proposed project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Assignment Brief and its Annexes, in particular the followings:

- Project Director, Account;
- Manager (PR & Media);
- Account Manager (Social Media) ;
- Digital Marketing Specialist;
- Event Manager;
- Editor / Copywriter (PR & Media);
- Editor/ Copywriter (Social Media);
- Creative Designer;
- Photographer / Video Cameraman; and
- other staff as stated in Section 8 of the Assignment Brief.

The tenderer shall demonstrate proposed Governance Structure showing: Lead agency project team; Key personnel; Reporting lines; Interface between CIC, lead agency and sub-contractors.

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 included but not limited to the following information of proposed project team members in the tender submission:

a) Name
b) Post / Title in this Project
c) Core Team or Supporting Team Members (Yes/No)
d) Language (Chinese/English/Both)
e) Qualifications
f) Duties and Responsibilities in the Assignment
g) Years of Relevant Experience
h) Relevant experience in projects of similar nature mentioned in the Assignment Brief

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

| | **Proposed Roles / Title / Post in this project** | | |
|---|---|---|---|
| | | | |
| **Name of Proposed Team Member** | | **Core Team or Supporting Team** | |
| **Language** | | **Degree holder** | |
| **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** | | | |

2.1.4 The project team must confirm the availability and commitment of the proposed Key Personnel for the entire project duration.

2.1.5 The collective experience of the project team must demonstrate a proven ability to lead complex, multi-stakeholder consultancy studies of a similar nature, scale, and strategic importance.

# 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:-

### 3.1.1 RETAINER SERVICES

- PR:
  - o Overall public relations consultation and duties plan
  - o Detailed timeline and work programme
  - o Proposal of promotional strategies in overall planning to attract media reporting and reach target participants

- Social Media and Digital Marketing:
  - o The strategy (including the platforms to be used), creativity of the key ideas and stories to create buzz online and viral. Detail social media and digital ad strategy to drive online reach and engagement.
  - o Proposed brief story boards/contents demonstration consisting of Three (3) social media posts (feed/ video/ mini game/ content) and ONE (1) campaign concept/ storyboard for a fan acquisition or engagement campaign. The strategy in driving online to offline interactions.
  - o Campaign performance monitoring with indication of reporting frequency and report sample (e.g. dashboard for real time access of performance result or report sample with submission frequency).

- Video and Photography
  - o The strategy, via video and photos, to support the promotions and communicate the key message of the Campaign to the target audience.
  - o A storyboard and storyline which can illustrate the creative concepts clearly together with the key message/tagline for a video to promote HK infrastructure to the community.

- Risk Management
  - o Tenderer's proposed approach for identifying, appointing, managing and monitoring sub-agents throughout the contract period.
  - o Risk Management Plan associated with sub-contractors, including but not limited to Resource shortage; Poor performance; Confidentiality breach; Intellectual property issues; Insolvency of sub-agent

3.2 The tenderer is required to submit a **Summary Manpower Breakdown on Retainer Services** in conducting the project in a table following the format given in the below Table. **The manpower input should be tally with the manpower input in the fee proposal in Appendix D.**

| | No. of Man-days | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Scope of Services and Relevant Reference No. of Table 1 – Schedule of Rates of Appendix D – Fee Proposal | Project Director | Account Manager (PR & Media) | Account Manager (Social Media) | Digital Marketing Specialist | Event Manager | Editor / Copywriter (PR & Media) | Editor / Copywriter (Social Media) | Creative Designer | Photographer / Video Cameraman |
| 1 | Overall Strategy and Project Management (refer to Section A Items 1, Section B Item 23-24) | | | | | | | | | |
| 2 | Overall Public Relations Consultation and Duties (refer to Section A Items 2) | | | | | | | | | |
| 3 | Overall Digital Strategy and Management of Social Media Platforms (refer to Section A Item 3) | | | | | | | | | |
| **Total** | | | | | | | | | | |

3.3 The tenderer shall refer to the other requirements laid down in the Assignment Brief and its Annexes 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** | |
| (a) Tenderer's Track Record & Project Reference | Conditions of Tender, Appendix A Clause 1.1 to 1.5 |
| (b) Organisation and Qualifications of Proposed Project Team | Conditions of Tender, Appendix A Clause 2.1.1 to 2.1.5 |
| (c) Project Approach and Requirements to<br>(i) fulfill the technical requirements and<br>(ii) deliver all deliverables outlined in the Assignment Brief and its Annexes | Conditions of Tender, Appendix A Clause 3.1 to 3.3 |
| (d) A duly completed Standard Letter for complying with Anti-Collusion Clause | Conditions of Tender, Appendix B |
| (e) All documents mentioned in the Technical Assessment Marking Scheme | Conditions of Tender, Appendix E |
| (f) A duly completed Tenderer's Integrity, Compliance and Criminal Conviction Declaration | Tenderer's Integrity, Compliance and Criminal Conviction Declaration |

**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, and a duly signed Tenderer's Integrity, Compliance and Criminal Conviction Declaration. 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 be included in Technical Proposal**

To: Construction Industry Council (CIC)

Date:

Dear Sir/Madam,

Tender Ref: (642) in P/AE/PUR/AGC

Tender Title: Provision of Lead Agency Services for the PR Campaign 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
LEAD AGENCY SERVICES FOR THE PR CAMPAIGN
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, Tenderer's Integrity, Compliance and Criminal Conviction Declaration, Assignment Brief, Memorandum of Agreement, General Conditions of Contract, thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Tenderer's Integrity, Compliance and Criminal Conviction Declaration, Assignment Brief, Memorandum of Agreement, General Conditions of Contract, and the tender proposals submitted herewith within 12 months including Sundays and Public Holidays from the date of project commencement and for the sum of Hong Kong Dollars……
……(HK$. .....)
(not being subject to fluctuations in labour and material costs) or such sums as may be ascertained in accordance with the Conditions of Contract.

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 LEAD AGENCY SERVICES FOR THE PR CAMPAIGN

FOR THE
CONSTRUCTION INDUSTRY COUNCIL

---

The Total Tender Price for the 12-month Contract Period shall be Hong Kong Dollars _____ (HK$_____), being the total amount calculated in accordance with Table 1 (Section A and Section B) of the Schedule of Rates.

The Total Tender Price is based on the quantities specified in Table 1 (Section A and Section B) for tender evaluation purposes. Notwithstanding the foregoing, payment to the Contractor shall be made in accordance with the applicable rates, actual quantities (where applicable), and payment provisions set out in this Appendix D. For items identified as provisional quantities, payment shall be based on the actual quantities requested by the CIC, satisfactorily completed and accepted.

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

(1) The Schedule of Rates shall be in sufficient details to indicate the breakdown of the works. Failure to submit the Schedule of Rates may cause his tender not to be considered by the CIC and/or its representative.

(2) Upon award of the Contract, the Schedule of Rates shall be deemed to be the Contractor's Schedules and will be regarded as firm and will not be subject to remeasurement or adjustment whatsoever otherwise than in accordance with the expressed provisions of the terms of the Contract.

(3) The total of the Schedule of Rates must agree with the amounts carried to the Summary of Tender. Any items which are not included in the Schedule of Rates but shown on the drawings or described in the specifications under the tender documents shall be deemed to have been included in the tender figures. Where the CIC and/or its representative considers appropriate, the rates in the Schedule may be used for the valuation of variations ordered by the CIC and/or its representative, but the quantities referred to in the Schedule of Rates shall not form part of the Contract Documents.

(4) The tenderer should note that the quantities as inserted in the Schedule of Rates for all measured work should be consistent with those shown on the tender drawings and the drawings to be prepared and provided by the tenderer. Where large discrepancy or apparent inconsistency in the quantity of any item is identified, the item total will remain intact and the tenderer will be requested to adjust the unit rate and the quantity to tally with the item total.

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

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

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

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

**Indicative Fee Proportions**

The following indicative fee structure is provided for tenderers' reference and reflects the allocation of costs considered reasonable by the CIC.

These indicative proportions are provided for reference only and are not mandatory. Tenderers may propose alternative fee allocations based on their proposed approach provided that sufficient justification is given.

| | **Indicative Fee Proportion** |
|---|---|
| **Retainer Services**<br>Overall Strategic Consultancy and Reporting<br><br>Item 1, 2, and 3 of Table 1 of Section A and<br>Item 23, 24 of Table 1 of Section B | 15% |
| **Rate Item**<br>Usage-Based (PR, Social Media, Digital)<br><br>Item 1-10 and Item 12-22 of Table 1 of Section B | 65% |
| **Rate Item**<br>4 Major PR Campaigns (Project Event Management Fee)<br>• Fidget Spinners Competition, LTE2027, Mega Event, Brand Collaboration)<br><br>Item 11 of Table 1 of Section B | 20% |

## Schedule of Rates

Table 1 - Detailed breakdown of tender price

| Item | Relevant Item(s) in Assignment Brief and its Annexes | Description of Deliverables | Unit | Quantity (a) | Unit Rate Including Delivery in HK$ ^ (b) | Total Value Including Delivery in HK$ ^ (c) = (a)x(b) |
|---|---|---|---|---|---|---|
| **Section A – Retainer Items*** | | | | | | |
| 1 | Section 3.3 | Overall Strategy and Project Management | Job | 12 | | |
| 2 | Section 3.4 | Overall Public Relations Consultation and Duties | Job | 12 | | |
| 3 | Section 3.5, Section 3.6 | Overall Digital Strategy Formulation and Management of Social Media Platforms | Job | 12 | | |

*Retainer Items are to be delivered on a monthly basis. The man-hours and staff grades deployed for each job will be used to assess resource adequacy and agency accountability.

| | | | | | | |
|---|---|---|---|---|---|---|
| **Section B – Rate Items** | | | | | | |
| 1 | Section 3.4.9 (a), Section 6 | General Media and PR Services – Press materials | Job | 12* | | |
| 2 | Section 3.4.9 (b), Section 6 | General Media and PR Services – Media Interviews | Job | 12* | | |
| 3 | Section 3.4.9 (c), Section 6 | General Media and PR Services – Feature Stories for Construction Industry Stakeholders | Job | 10* | | |
| 4 | Section 3.5.5 – 3.5.13, Section 6 | Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Text Post: draft text only, with photos or video provided to the Contractor) | Job | 40* | | |
| 5 | Section 3.5.5 – 3.5.13, Section 6 | Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Static Visual Post: with photo shooting or illustration done by the Contractor) | Job | 48* | | |
| 6 | Section 3.5.5 – 3.5.13, Section 6 | Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Animated Post: with animation done by the Contractor) | Job | 15* | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 7 | Section 3.5.5 – 3.5.13, Section 6 | Management of the Social Media Platforms for the Campaign (Stories and General Feeds – Video Post, with video shooting done by the Contractor) | Job | 10* | | |
| 8 | Section 3.5.8 (g), Section 6 | Management of the Social Media Platforms for the Campaign (Mini Campaign) | Job | 4* | | |
| 9 | Section 3.5.6, Section 6 | Ad boosting for selected social media posts to achieve the set targets | Job | 20* | | |
| 10 | Section 3.6, Section 6 | Digital Marketing Campaign | Job | 10* | | |
| 11 | Section 3.3.2 | Consultation and Supporting services for – Mega Events or Brand Collaboration | Job | 5* | | |
| 12 | Section 3.7.2, 3.7.8 – 3.7.16, Section 6 | Photography Service for Promotional Materials – ONE (1) Photographer for Full Day | Job | 6* | | |
| 13 | Section 3.7.2, 3.7.8 – 3.7.16, Section 6 | Photography Service for Promotional Materials – ONE (1) Photographer for Half Day | Job | 12* | | |
| 14 | Section 3.7.2, 3.7.8 – 3.7.16, Section 6 | Videography Service for Promotional Materials – ONE (1) Videographer for Full Day | Job | 6* | | |
| 15 | Section 3.7.2, 3.7.8 – 3.7.16, Section 6 | Videography Service for Promotional Materials – ONE (1) Videographer for Half Day | Job | 12* | | |
| 16 | Section 3.7.3, 3.7.8 – 3.7.16, Section 6 | Photography Service for Event – ONE (1) Photographer for Full Day | Job | 6* | | |
| 17 | Section 3.7.3, 3.7.8 – 3.7.16, Section 6 | Photography Service for Event – ONE (1) Photographer for Half Day | Job | 12* | | |
| 18 | Section 3.7.3, 3.7.8 – 3.7.16, Section 6 | Videography Service for Event – ONE (1) Videographer for Full Day | Job | 6* | | |
| 19 | Section 3.7.3, 3.7.8 – 3.7.16, Section 6 | Videography Service for Event – ONE (1) Videographer for Half Day | Job | 12* | | |
| 20 | Section 3.7.3, 3.7.8 – 3.7.16, Section 6 | Videography Service for Event – ONE (1) Gaffer or Sound Man for Full Day | Job | 6* | | |
| 21 | Section 3.7.3, 3.7.8 – 3.7.16, Section 6 | Videography Service for Event – ONE (1) Gaffer or Sound Man for Half Day | Job | 5* | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 22 | Section 3.7.4, 3.7.8 – 3.7.16, Section 6 | Audio and Visual Consultation Service | Job | 4* | | |
| 23 | Section 3.4.9 (d) | Reward for<br>• reach at least 200 media coverage in media channels including but not limited to coverage in TV, radio, newspapers (online or offline) and reach an aggregated media value of at least $3 million. | sum | 1 | 3% of the Total Value for Item 1 under Section A – Retainer Item | |
| 24 | Section 3.5.5 (d), Section 6 | Reward for<br>• reach a total number of 1.5 million reach and 100,000 engagement in the social media platforms; the number of target viewership to reach 3 million for at least one of the publicity activity/means (e.g. TV programme, TV ad, video / reel on social media); and the current fan base of Facebook and Instagram with additional 1,500 followers within the 12-month management | sum | 1 | 3% of the Total Value for Item 3 under Section A – Retainer Item | |
| **Section A + B - Total (Retainer and Rate Items):** | | | | | | |

* This provisional quantity is the best estimation of the CIC. Payment shall be according to actual consumption. The CIC does not commit to order any item / provisional quantity.
(Note: All the fees quoted for the Mandatory Item 1 to 24 above shall include all related expenses in retrieving all necessary documents and drawings and in attaining all necessary statutory approval.)

**Fee Proposal for Manpower**

Table 2 – Daily Rate of Manpower

| Item | Relevant Item(s) in Assignment Brief | Description of Manpower | ^Unit Rate (HK$ per Man-day) |
|---|---|---|---|
| 1 | 8.3.1 | Project Director | |
| 2 | 8.3.2 | Account Manager (PR & Media) | |
| 3 | 8.3.3 | Account Manager (Social Media) | |
| 4 | 8.3.4 | Digital Marketing Specialist | |
| 5 | 8.3.5 | Event Manager | |
| 6 | 8.3.6 | Editor / Copywriter (PR & Media) | |
| 7 | 8.3.7 | Editor / Copywriter (Social Media) | |
| 8 | 8.3.8 | Creative Designer | |
| 9 | 8.3.9 | Photographer / Video Cameraman | |
| 10 | 3.7.3, 3.7.8 – 3.7.16, Section 6 | Gaffer or Sound Man | |

Note:

(a) ^The Tender is required to provide the Daily Rate of Manpower in Table 2 above.

(b) The unit rate of the manpower in Table 2 of the Schedule of Rate, shall be align to the tender price given in Table 1 of the Schedule of Rate, and the summary of manpower breakdown submitted by the tenderer as requested under Section 3.2 of the Appendix A of Conditions of Tender.

Upon satisfactory completion and acceptance by the CIC of the relevant services and/or Deliverables, and upon receipt of a valid invoice from the Contractor, the Contractor shall be paid in accordance with the following payment schedule within 30 days of the receipt of the invoices subject to verification of the invoice.

Payment shall be calculated in accordance with the applicable basis of payment and unit rates set out in Tables 1 of the Schedule of Rates and the payment provisions below.

For items subject to provisional quantities, the CIC does not guarantee that the estimated quantities stated in the Schedule of Rates will be fully utilised during the Contract Period. Payment shall only be made for services actually requested, completed and accepted by the CIC.

The retainer fee for Items 1–3 shall be payable in twelve (12) payment milestones during the Contract Period. Each payment milestone shall be subject to the satisfactory completion and acceptance by the CIC of the applicable retainer services and Deliverables, including the corresponding Progress Report specified in the payment schedule. Payment shall be made at the applicable retainer rate quoted in the Fee Proposal. For the avoidance of doubt, the payment milestones are deliverable-based, and payment shall not become due solely by reason of the passage of time.

**For Section A - Retainer Items**

| Item | Deliverable Description | Basis of Payment |
|---|---|---|
| Table 1, Section A, Items 1–3 | **Progress Retainer Milestone (No. 1-11) —**<br><br>The Contractor shall achieve TWELVE (12) Retainer Progress Milestones ("Milestones") during the Contract Period. The 12-Retainer Progress Milestones shall serve as key checkpoints for monitoring and assessing the Contractor's progress, performance and satisfactory delivery of the Services on monthly basis under the contract period.<br><br>Each "Milestone" requires the completion, submission, and formal written acceptance of a standardised deliverable package comprising:<br>• ONE (1) Overall Communications Strategy, Implementation Plan and Report;<br>• TWO (2) Consultation and Progress Meetings and Meeting Reports. | Upon satisfactory completion and acceptance by the CIC of the relevant services and Deliverables for each applicable Milestones, at the applicable retainer unit rates quoted for Items 1–3 under Section A of Table 1. |

| | | |
|---|---|---|
| Table 1, Section A, Items 1–3 | **Progress Retainer Milestone (No. 12) —**<br>The Contractor shall submit a Final Performance and KPI Assessment Report no later than TWO (2) weeks prior to the expiry of the Contract or as otherwise instructed by the CIC and DEVB.<br><br>The Final Report shall include a consolidated assessment of performance against the annual KPI targets, including media coverage achieved, aggregated media value generated, social media reach, engagement, follower growth, and completion of the followings:<br><br>• Cumulative KPI Target Achievement: ONE HUNDRED per cent (100%)<br>• Total Number of Consultation and Progress Meetings and Reports: not less than TWENTY-FOUR (24) Sessions/ Reports;<br>• Total Number of Press Releases: not less than TWELVE (12) pieces; and<br>• Total Number of Social Media posts: not less than ONE HUNDRED and FOUR (104) posts | Upon satisfactory completion and acceptance by the CIC of the relevant services and Deliverables for each applicable Milestones, at the applicable retainer unit rates quoted for Items 1–3 under Section A of Table 1 |

**For Section B - RATE Items**

| Item | Deliverable Description | Basis of Payment |
|---|---|---|
| Table 1, Section B, Items 1–22 | Acceptance of the applicable services and Deliverables requested by the CIC and completed during the Contract Period. | Based on the actual quantities requested by the CIC, satisfactorily completed and accepted by the CIC, multiplied by the applicable unit rates quoted in Section B of Table 1. |
| Table 1, Section B, Items 23 | Achievement of all annual KPI targets of media coverage in AB Section 3.4.9 (d) as assessed and confirmed by CIC and DEVB | 3% of the Total Value of Item 1 under Section A of Table 1, payable only upon achievement of the applicable annual KPI targets and confirmation thereof by the CIC and DEVB. |
| Table 1, Section B, Items 24 | Achievement of all annual KPI targets of in social media platforms in AB Section 3.5.5 (d) as assessed and confirmed by CIC and DEVB | 3% of the Total Value of Item 3 under Section A of Table 1, payable only upon achievement of the applicable annual KPI targets and confirmation thereof by the CIC and DEVB. |

| | |
|---|---|
| Date for Commencement | The date as stated on the Project Commencement Letter.<br><br>Project Commencement Letter – A written notification by the Employer regards to the commencement of Works. |
| Date for Completion | 12 months from the Date of Commencement |

Name of Company : _____

Signature of Person Authorized
to Sign for the Proposal* : _____

(with company chop)

Address _____

Tel No.: _____ Fax No. _____

Email: _____ Date: _____

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

# APPENDIX E – Tender Evaluation Procedures and Criteria

## 1. INTRODUCTION

1.1 A two-envelope approach is adopted for tender submission, i.e. Tenderer should submit the technical proposal including all information specified in **Appendix A of the Conditions of Tender,** and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender, and **Tenderer's Integrity, Compliance and Criminal Conviction Declaration** in one envelope and the fee proposal comprising the completed Form of Tender using the prescribed form provided in **Appendix C of the Conditions of Tender** and the Fee Proposal using the prescribed form provided in **Appendix D of the Conditions of Tender** in a separate envelope. Fee proposal would only be opened after the technical assessment is completed subject to Clause 1.4 below.

1.2 A marking scheme as described below will be used for evaluating the tenders. Tender proposals shall be evaluated based on two separate aspects, namely the technical assessment and the fee assessment.

1.3 The pre-determined weights for technical and fee assessments are 70% and 30% respectively.

1.4 If the technical assessment mark in Table 1 below is less than 50% of the maximum marks, the tender proposal will be rejected and will NOT be further assessed and its fee proposal envelope will NOT be opened.

1.5 The rejected tender proposal will NOT be included in the weighted technical assessment score formula in Clause 2.2 and the weighted fee assessment score formula in Clause 3.2 below. The CIC reserves its right to cancel this tender exercise and re-tender thereof without further notice to the tenderer.

1.6 An assessment panel will be established for tender evaluation. The proposal received will be evaluated in accordance with the requirements in this Appendix.

## 2. TECHNICAL EVALUATON

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. **Agency's Track Record & Project Reference**<br>- Agency company's profile, background and scope of business, expertise, company structure, and number of staff resources<br>- Where the Agency intends to engage any sub-contractor in the performance of the Services, the Agency shall provide details of the proposed sub-contractors(s), including their roles, responsibilities and relevant experience.<br>- Agency previous projects where the Agency acted as lead agency manage multiple sub-contractors.<br>- Proposed Governance Structure showing: Lead agency project team; Key personnel; Reporting lines; Interface between CIC, lead agency and sub-contractors<br>- Following required information of Agency and it's subcontractor in the past 5 years and demonstrate thorough understanding of the campaign objectives:<br>a) Company credentials and successful cases sharing<br>b) Relevant job references (by agency team members or partnering agencies) for launching and promoting integrated marketing campaign covering PR agency services, social media management services, digital marketing management services, and video and photography services.<br>c) Profile of clients | | **20%** |
| 2. **Proposed composition and organization of project team with qualifications, experience and capability of team members in carrying out the required Services**<br>- An organisation chart indicating the proposed project team structure, size and strengths. The project team shall include members under the agency or as sub-contractor/partnering agencies who have the expertise to carry out the tasks as given in the Assignment Brief. Relevant experience and qualifications of key team members / partners, including Project Director, Account Manager (PR & Media), Account Manager (Social Media), Digital Marketing Specialist, Event Manager, Editor / Copywriter (PR & Media), Copywriter (Social Media), Production Team including but not limited to Creative Designer, Photographer and Video Cameraman, etc. should be submitted.<br>- Demonstrate the Account Manager experience in managing sub-contractors. | | **10%** |

| | | |
|---|---|---|
| 3. **Proposal on Overall Integrated Approach in Managing the PR Campaign**<br>- Detailed timeline, creativity of the key ideas that can create buzz and awareness for the PR Campaign to reach the target audience. Proposed resources allocation and the expected results of the promotional programmes. (20%)<br>- PR (10%):<br>o Overall public relations consultation and duties plan<br>o Detailed timeline and work programme<br>o Proposal of promotional strategies in overall planning to attract media reporting and reach target participants<br>- Social Media and Digital Marketing (15%):<br>o The strategy (including the platforms to be used), creativity of the key ideas and stories to create buzz online and viral. Detail social media and digital ad strategy to drive online reach and engagement.<br>o Proposed brief story boards/contents demonstration consisting of Three (3) social media posts (feed/ video/ mini game/ content) and ONE (1) campaign concept/ storyboard for a fan acquisition or engagement campaignThe strategy in driving online to offline interactions.<br>o Campaign performance monitoring with indication of reporting frequency and report sample (e.g. dashboard for real time access of performance result or report sample with submission frequency).<br>- Video and Photography (10%)<br>o The strategy, via video and photos, to support the promotions and communicate the key message of the Campaign to the target audience.<br>o A storyboard and storyline which can illustrate the creative concepts clearly together with the key message/tagline for a video to promote HK infrastructure to the community.<br>- Risk Management (5%)<br>o Agency's proposed approach for identifying, appointing, managing and monitoring sub-agents throughout the contract period.<br>o Risk Management Plan associated with sub-contractors, including but not limited to Resource shortage; Poor performance; Confidentiality breach; Intellectual property issues; Insolvency of sub-agent | | **60%** |
| 4. **Tenderer's Performance in CIC's Past Projects (10%)** | | **10%** |
| **Total:** | | **100%** |

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

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

# 3. FEE EVALUATION

3.1 The tender fee for evaluation shall be the Total Tender Price for the initial 12-month Contract Period as stated in Appendix D – Fee Proposal, calculated based on the quantities specified in Table 1 of the Schedule of Rates.

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

$$30 \times \frac{\text{Lowest Total Tender Price of all tenders}}{\text{Total Tender Price of the subject tenders}}$$

# 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: (642) in P/AE/PUR/AGC, Closing Date: 21 December 2026), I/we regret that I am/we are unable to bid due to the following reason(s):

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

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

☐ 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 21 December 2026.

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 Lead Agency Services for the PR Campaign at **2:30 p.m. on 1 December 2026 via Microsoft Teams**.

Meeting Link: https://teams.microsoft.com/meet/447262217026465?p=HAPYmWcUjlafre9H3T

| | | | | |
|---|---|---|---|---|
| Full Name of Attendee(s) | | | Post/Title | |
| | | | | |
| | | | | |
| | | | | |
| Company Name: | | | | |
| Contact Person: | | | Post/Title | |
| 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 30 November 2026.

3. Please contact Mr. Kelvin LEE at Tele: 2100 9425 or E-Mail: kelvinlee@cic.hk for any enquiry.

**Tenderer's Integrity, Compliance and**

**Criminal Conviction Declaration**

**for**

**Provision of Lead Agency Services**

**for**

**the PR Campaign**

**for**

**the Construction Industry Council**

November 2026

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**(For use as tender submission document. Tenderers shall complete and submit this Declaration with their Tender.)**

To be included in Technical Proposal

# Tenderer's Integrity, Compliance and Criminal Conviction Declaration

| | |
|---|---|
| **Tender Ref.** | (642) in P/AE/PUR/AGC |
| **Tender Title** | Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council |
| **Tenderer Name** | |
| **Business Registration No. (or equivalent document)** | |

## Declaration by Tenderer

I/We, the undersigned, duly authorised to act on behalf of the Tenderer, hereby declare that, after making reasonable enquiries and to the best of my/our knowledge and belief, all material information required by this Declaration in respect of the Tenderer, its directors, partners, controlling shareholders, Senior management personnel and proposed project team members has been disclosed.

**Important: A "Yes" response or other positive declaration does not automatically result in disqualification. Any such matter will be assessed by the CIC in accordance with Part F of this Declaration and the applicable tender requirements.**

## Definition

"Senior management personnel" means persons who hold senior executive or managerial positions and have substantial authority or responsibility for planning, directing, managing or controlling the Tenderer's business or operations. The term does not include personnel who are proposed solely to perform the Contract and who do not otherwise form part of the Tenderer's senior management.

## Part A - Conflict of Interest and Relationship Disclosure

### A1. Relationship, Engagement or Potential Conflict of Interest with the Construction Industry Council and its Subsidiaries

Has the Tenderer, or any of its directors, partners, controlling shareholders, Senior Management Personnel or proposed project team members:

(a) been or are currently employees, secondees, consultants, advisers, committee members or otherwise engaged by the CIC or any of its subsidiaries; or

(b) been former employees of the CIC or any of its subsidiaries whose employment ceased within the last six (6) months; or

(c) been engaged by the CIC or any of its subsidiaries to perform any role, assignment, project or service that is relevant to the subject matter of this Tender and may give rise to an actual, potential or perceived conflict of interest in relation to this Tender?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex A.** |

To be included in Technical Proposal

### A2. Relationship with Other Tenderers / Potential Tenderers

To the best of the Tenderer's knowledge, does the Tenderer have any ownership, management, financial, employment, project team, subcontracting, consortium, advisory, consulting or other relationship with another Tenderer or potential Tenderer that may affect, or reasonably be perceived to affect, the independence of the Tender?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex A.** |

If Yes, disclose the name of the entity concerned, nature of the relationship, any common directors, shareholders, personnel, consultants, advisers, subcontractors or other relevant connections, and the measures adopted to ensure independent tender preparation.

## Part B - Mandatory Exclusion and Serious Risk Grounds

### B1. Corruption and Bribery

Has the Tenderer or any of its directors, partners or controlling shareholders been convicted within the last FIVE (5) years of any offence involving bribery, corruption, unlawful advantages, corrupt dealings with agents or public officers, or any offence under the Prevention of Bribery Ordinance (Cap. 201) or equivalent legislation?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### B2. Fraud and Dishonesty

Has the Tenderer or any of its directors, partners or controlling shareholders been convicted within the last FIVE (5) years of any offence involving fraud, conspiracy to defraud, false accounting, forgery, deception, theft, uttering false documents or other offences involving dishonesty?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### B3. Competition and Bid-Rigging Offences

Has the Tenderer or any associated person within the last FIVE (5) years been convicted of, or been the subject of an adverse finding by a court or regulatory authority in relation to bid-rigging, price fixing, market sharing, anti-competitive conduct, or violations of the Competition Ordinance (Cap. 619) or equivalent legislation?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### B4. Money Laundering and Financial Crime

Has the Tenderer or any of its directors, partners or controlling shareholders ever been convicted of money laundering, terrorist financing, serious financial crime, tax fraud or other serious financial misconduct?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### B5. Organized Crime or Serious Criminal Activities

Has the Tenderer or any of its directors, partners or controlling shareholders ever been convicted of offences relating to organized crime, criminal syndicates, terrorism, drug trafficking or other serious criminal activities?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### B6. Insolvency and Financial Distress

Within the last FIVE (5) years, has the Tenderer been subject to a winding-up petition, liquidation, receivership, administration, bankruptcy or other insolvency proceeding which may affect the Tenderer's ability to perform the Contract?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

## Part C - Compliance and Regulatory Matters

### C1. Occupational Safety and Health

Within the last FIVE (5) years, has the Tenderer been convicted of offences under the Factories and Industrial Undertakings Ordinance (Cap. 59), Occupational Safety and Health Ordinance (Cap. 509), Employees' Compensation Ordinance (Cap. 282), or equivalent occupational safety legislation?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### C2. Employment-Related Offences

Within the last FIVE (5) years, has the Tenderer been convicted of offences relating to the Employment Ordinance (Cap. 57), Immigration Ordinance (Cap. 115), employment of illegal workers, wage default, MPF non-compliance, discrimination laws or other employment-related legislation?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### C3. Environmental Offences

Within the last FIVE (5) years, has the Tenderer been convicted of offences relating to environmental protection, waste disposal, air pollution, noise control, water pollution or other environmental legislation?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### C4. Corporate Governance and Companies Ordinance Compliance

Within the last FIVE (5) years, has the Tenderer, any director, controlling shareholder or Senior management personnel been disqualified from acting as a director, or been convicted of any serious offence relating to corporate governance, false company records, fraudulent business conduct or other serious offence under the Companies Ordinance (Cap. 622)?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### C5. Data Privacy and Personal Data Protection

Within the last FIVE (5) years, has the Tenderer been convicted of, fined for, sanctioned by, or been the subject of an enforcement notice issued under the Personal Data (Privacy) Ordinance (Cap. 486) or equivalent privacy legislation?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

## Part D - Investigations and Other Material Adverse Matters

### D1. Investigations

Is the Tenderer currently the subject of any investigation by any law enforcement, regulatory, competition, anti-corruption, occupational safety or environmental authority in relation to alleged conduct that may affect its integrity, legal compliance, financial standing or ability to perform the Contract?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### D2. National Security Related Matters

Has the Tenderer, any of its directors, partners, controlling shareholders, proposed project team members or subcontractors proposed for this Tender:
(a) been convicted of any offence relating to national security under the laws of Hong Kong or any other applicable jurisdiction; or
(b) to the Tenderer's knowledge, been the subject of any ongoing investigation, prosecution, court proceedings, restriction, debarment, sanction or regulatory action relating to conduct that may endanger national security or be contrary to the interests of national security?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

### D3. Cybersecurity and Data Security Incidents

Within the last FIVE (5) years, has the Tenderer experienced any cybersecurity incident, information security incident or personal data breach that resulted in:
(a) regulatory notification, investigation or enforcement action;
(b) legal proceedings;
(c) unauthorized disclosure, loss or compromise of personal data or confidential information; or
(d) disruption of business operations or services provided to customers?

| | | |
|---|---|---|
| ☐ **No** | ☐ **Yes** | **If Yes, please provide details in Annex B.** |

## Part E - Supporting Information to Facilitate Due Diligence

The Tenderer shall submit the following documents / information together with the Tender, where applicable. The CIC reserves the right to request additional information, supporting documents or clarifications at any time for the purpose of conducting due diligence, verifying declarations and assessing the Tenderer's suitability for the Contract.

| Item | Document / Information | Required / If Applicable | Purpose |
|---|---|---|---|
| 1 | **Proof of Legal Existence and Business Registration**<br>Document evidencing the Tenderer's legal existence and status (e.g. Copy of Business Registration Certificate, Certificate of Incorporation, statutory establishment document, Section 88 recognition letter, or equivalent document). | Required | Verify legal existence and business identity |
| 2 | **NAR1 or equivalent corporate registry document**<br>Latest Annual Return (Form NAR1) filed with the Hong Kong Companies Registry, or equivalent document for non-Hong Kong entity | Required for Hong Kong incorporated companies.<br>Non-Hong Kong entities shall provide equivalent corporate registry documents. | Identify directors and company secretary |
| 3 | **Project team information from the Technical Proposal**<br>The list of proposed project team members, including their roles and responsibilities, submitted under the Technical Proposal will be used by the CIC for relationship and conflict checks. The Tenderer is not required to submit a duplicate copy under this Declaration unless requested by the CIC. | Refer to the relevant section of the Technical Proposal. No separate submission is required unless requested by the CIC. | Support CIC relationship and conflict checks |
| 4 | **Supporting Evidence for any "Yes" response**<br>Details and supporting documents relating to any "Yes" response in Parts A, B, C or D, including the background of the matter, current status, outcome, and any corrective or remedial measures implemented. | If any "Yes" response is selected | Support assessment of severity, relevance and mitigation |

To be included in Technical Proposal

## Part F - Declaration and Undertaking

(1) The Tenderer confirms that, after making reasonable enquiries, the information provided in this Declaration and the supporting information submitted is, to the best of its knowledge and belief, true and accurate in all material respects.

(2) The Tenderer confirms that no material information required by this Declaration has been omitted following reasonable enquiries.

(3) The Tenderer undertakes to promptly notify the CIC in writing if there is any change to the information declared during the tender process and, if applicable, during the term of the Contract.

(4) The CIC reserves the right to verify any information provided and to request supporting documents at any time.

(5) The CIC may reject the Tender, determine the Tenderer to be ineligible or non-compliant, terminate the Tenderer's qualification status, or terminate any resulting Contract if any information provided in this Declaration is found to be materially false, misleading or incomplete, or if any material information has been omitted.

(6) A “Yes” response or other positive declaration does not automatically result in disqualification. The CIC may assess the nature, severity, circumstances, timing and relevance of the matter to the Tender and the Contract, together with any remedial actions and mitigation measures. Following such assessment, the CIC reserves the right, subject to the applicable tender requirements, to accept or reject the Tender, determine the Tenderer’s eligibility or compliance, impose conditions or require additional mitigation measures, or take such other action as the CIC considers appropriate in accordance with the Tender Documents and applicable tender requirements.

## Annex A - Details of Relationships and Potential Conflict of Interest

Complete one Annex A entry for each matter declared under Part A. Where a field is not applicable to the matter being disclosed, please state "N/A". Attach additional sheets where necessary.

Guidance:

"Relationship with CIC / CIC Subsidiary / Other Tenderer" should identify the type of relationship being declared (e.g. former CIC employee, CIC committee member, existing CIC engagement, common director, common shareholder, common subcontractor or common consultant).

"Further Details of the Relationship, Engagement or Conflict Concern" should provide additional information regarding the relevant circumstances, including the role performed, nature of the engagement, project or service concerned or other details relevant to the declaration.

| | |
|---|---|
| **Name of Person / Entity Involved** | |
| **Position / Role in the Tenderer** | |
| **Relationship with CIC / CIC Subsidiary / Other Tenderer** | |
| **Further Details of the Relationship, Engagement or Conflict Concern** | |
| **Period of Engagement / Employment / Relationship** | |
| **Whether the Person / Entity is Involved in or Relevant to the Proposed Project Team or Services under this Tender** | |
| **Details of Duties, Services or Relationship Relevant to this Tender, if any** | |
| **Measures Taken to Manage or Mitigate Potential Conflict of Interest** | |
| **Additional Remarks** | |

To be included in Technical Proposal

## Annex B - Details of Convictions, Regulatory Actions, Insolvency, Investigations

Complete one Annex B entry for each declared matter. Where a field is not applicable to the matter being disclosed, please state "N/A". Attach additional sheets where necessary.

| | |
|---|---|
| **Nature of Matter / Incident / Offence** | |
| **Relevant Ordinance / Regulation / Source** | |
| **Person or Entity Involved** | |
| **Date of Conviction / Finding / Petition / Investigation / Report** | |
| **Authority / Court / Source (if applicable)** | |
| **Penalty / Status / Outcome** | |
| **Corrective / Remedial Measures Taken** | |
| **Relevance to this Tender / Contract** | |
| **Additional Remarks** | |

**Note: The CIC reserves the right to request supporting evidence including court records, regulatory notices, prosecution records, safety conviction records, compliance improvement records, insolvency search results, media reports and other relevant documents for verification purposes.**

To be included in Technical Proposal

## Authorized Signatory

I/We confirm that I/we am/are duly authorised to sign this Declaration on behalf of the Tenderer and that, to the best of my/our knowledge and belief and following reasonable enquiries, the information provided in this Declaration is true and accurate in all material respects.

I/We acknowledge and agree that the Tenderer is bound by the declarations, confirmations, undertakings and authorisations contained in this Declaration.

I/We hereby authorise the CIC to verify any information provided in this Declaration and the Tender and to make reasonable enquiries with relevant Government departments, regulatory authorities, public bodies, professional bodies and other relevant organisations for the purposes of tender evaluation, due diligence assessment and, where applicable, contract management. The Tenderer shall provide such further information and supporting documents as the CIC may reasonably require for verification purposes. Any third-party disclosure shall be subject to applicable legal and professional obligations.

| | |
|---|---|
| **Authorised Signature** | |
| **Name of Person Authorized to Sign: (in Block Letters)** | |
| **Position:** | |
| **Name of Tenderer in English:** | |
| **Date:** | |
| **Company Chop, if applicable:** | |

# Assignment Brief

# of

# Provision of Lead Agency Services

# for

# the PR Campaign

# for

# the Construction Industry Council

November 2026

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# Assignment Brief
# of
# Provision of Lead Agency Services
# for the PR Campaign
# for the Construction Industry Council

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# 1. Background

1.1 The Construction Industry Council ("CIC") was established in February 2007. The main functions of the CIC are to forge consensus on long-term strategic issues, to convey the industry's needs and aspirations to HKSAR Government (HKSARG), as well as to provide a communication channel for the HKSARG to solicit advice on all construction-related matters. More details about the CIC are available on its website: https://www.cic.hk/eng/index.html

1.2 The CIC, with the support of the Development Bureau ("DEVB") of the HKSARG and in partnership with professional and trade institutions of the construction industry, has launched a joint promotion and publicity campaign for the whole construction industry in November 2022 to reach out to the community (the "PR Campaign"), with a view to **(1) enhancing public understanding of the professionalism, contribution and prospect of the industry** and **(2) attracting new blood to join the industry as workers, technicians and professionals**. The target groups of the PR Campaign include industry stakeholders, construction professionals, construction workers, young people and their parents, teachers and schools, job changers and the general public. For more information about the PR Campaign, please refer to:
Website: www.constructionhk.org; www.steam.constructionhk.org
Facebook: https://www.facebook.com/constructionhksocial; and
Instagram: https://www.instagram.com/constructionhk/

1.3 In the coming year, the PR campaign will focus on promoting the significant achievement of Hong Kong infrastructure to the general public, with particular focus on those aspects of the infrastructure which ranked number one in the world (e.g. the Hong Kong-Zhuhai-Macau Bridge is the world's longest bridge-and-tunnel sea crossing) and the infrastructure which involve the use of interesting and innovative construction method or technologies to overcome challenges during construction (e.g. the Cross Bay Link constructed by the float-over method). This promotion series under the PR campaign is named as the **Hong Kong Infrastructure No. 1 Campaign**, which shall cover infrastructure projects delivered by Works Departments of the Government, as well as quasi-governmental organisations such as the Airport Authority, MTR, West Kowloon Cultural District, etc.

1.4 On the other hand, the PR Campaign will also promote a STEAM education programme called "STEAM UP 想建理" being undertaken by DEVB and CIC which involve producing a set of construction-themed STEAM education packages for use by all 1 000 secondary and primary schools in Hong Kong, so as to promote the image of the industry, to enhance students' understanding and interests in construction-related disciplines and to attract more new talents to join the industry in future. The Project includes generating and refining STEAM UP kits covering up to eleven construction-related topics, exhibition and workshops, and producing a STEAM website with e-learning platform for teachers and students. For more information about "STEAM UP 想建理", please refer to: https://steam.constructionhk.org/zh-hant .

1.5 The key messages of the PR Campaign include:

- construction industry embraces innovations and changes to build a better life (建造創新思維),
- construction industry drives the development of HK, improves living quality and is relevant to the community (生活息息相關),
- HK is the Global Infrastructure Hub (國際基建中心) with world-class infrastructure,
- construction industry has a prosperous future (行業前景光明),
- key players of construction industry are united as one (行業團結一致)

1.6 The range of possible publicity means include but not limited to, social media with reels and promotional videos, collaborations with KOLs, YouTubers or YouTube channels, media interviews and feature stories, print, electronic and outdoor advertisements, roving exhibitions, outreach programme at schools, TV and radio Announcements in the Public Interest (API), TV drama, etc.

1.7 Some tentative publicity activities and timeframe in the coming year are outlined below. The below list is not exhaustive and the Contractor should propose other activities to achieve the best publicity effect.

| **Time** | **Publicity Activities** |
|---|---|
| **Promote the HK Infrastructure No. 1 Campaign Targeting Mass Public** | |
| Q1 2027 onwards | Develop a series of social media video "Infraround with Jessica-Season 2" to highlight the iconic infrastructure in online channels |
| Jan –Apr 2027 | Coordinate the production and promotion of a series of TV programmes to highlight the career paths in Construction Industry to |

| Time | Publicity Activities |
|---|---|
| | youngsters |
| Mar–Apr 2027 | Organise fidget spinner Competition with the theme of BIM and Construction technologies |
| Mar 2027 onwards | Organise roving exhibitions showcasing HK Infrastructure – other locations |
| Mar 2027 onwards | Promote the video series of "Infraround with Jessica" via online, offline and OOH channels |
| Q3-Q4 2027 | Organise at least one Mega Event/ Brand Collaboration initiative to promote infrastructure and Construction Industry with educational element to public and families |
| **Promote the STEAM UP 想建理 and Career Prospect of the Construction Industry Targeting Schools & Students** | |
| Q1 2027 onwards | Promote the "Infrastructure x Education" newspaper (基建教育報) to be issued to schools |
| Q1 2027 onwards | Promote the STEAM UP demo classes and school activities |
| Q1-Q2 2027 | Coordinate the production of a series of educational video covering the HK's World-class Infrastructure to schools and students |
| Q2 2027 | Organise and promote CIC's participation in the Learning and Teaching Expo 2027 |
| May – Jun 2027 | Promote the STEAM project's participation in the Learning & Teaching Expo 2027 |

## 2. Objectives

2.1 The CIC aims to appoint an Agency (the "Contractor") as the Lead Agency to generate both online and offline exposures for the PR Campaign to achieve the following objectives (the "Services"):

(i) To promote in Hong Kong, Chinese Mainland and other economies, the achievements and professionalism of Hong Kong's world class infrastructural development, with a focus on technology adoption and construction innovation and excellence in project management and implementation; this in turn will help promote the professionalism of the construction industry of HKSAR in various markets and locally

help facilitate the public understanding of the contribution and prospect of the industry and attract new blood.

(ii) Through promoting the STEAM UP programme to heighten the awareness of the industry professionalism and the STEAM knowledge applied in the construction industry, among students and their parents, thus attracting more newcomers to the sector.

(iii) To appeal to young people and job changers with the aim of attracting new blood, by highlighting the professional image, job satisfaction and prospect of construction industry.

## 3. Scope of Services

3.1 The Contractor shall act as the Lead Agency either with teams under the same agency or to appoint sub-contractor(s) to provide the following services (the "Services") for the PR Campaign (the "Campaign"):

(i) Overall strategy, ideation, content creation, and project management services
(ii) Public relations and media agency services
(iii) Social media and digital marketing agency services
(iv) Photography and video production services

3.2 The service will be for a **TWELVE (12)-month** period from the service commencement date as instructed by the CIC (tentatively from end January 2027 to end January 2028) (the "Service Period").

### 3.3 Overall Strategy and Project Management Services

3.3.1 The Contractor shall act as the overall project management and lead all teams or sub-contractor(s) to deliver the Campaign. Services provided shall include but not limited to:

i) Propose the overarching campaign ideas, taglines and key messages
ii) Propose a mix of online and offline initiatives with ideas and creatives to launch and sustain the campaign throughout the Service Period
iii) Suggest the cross-platform communications channels and the key messages
iv) Identify potential co-branding partners to amplify the campaign message and maximise leverage

v) Provide the consultation and supporting services for mega events or brand collaboration initiatives
vi) Manage social media and online marketing team(s) / sub-contractor(s) to deliver the target outcome of the Campaign
vii) Provide campaign timeline, manage and monitor campaign progress and result tracking
viii) Manage and provide strategic advice to campaign partners or agencies as and when engaged by the CIC

3.3.2 The Contractor shall provide consultation, strategic planning and supporting services for mega events, strategic partnerships and brand collaboration initiatives, including but not limited to:

- Provision of professional advice on event positioning, partnership opportunities, stakeholder engagement and publicity strategies;
- Identification, evaluation and recommendation of suitable collaboration partners, organisers, sponsors, exhibitors, industry associations and other relevant stakeholders;
- Coordination and liaison with event organisers, collaborators, government departments, industry partners, media representatives and other relevant parties;
- Development of collaboration proposals, presentation materials, briefing documents and supporting materials in English and Traditional Chinese;
- Provision of on-site support, event management coordination and issue handling during the preparation, implementation and post-event stages;
- Monitoring the progress of collaboration projects and providing regular updates, recommendations and post-event evaluation reports.
- The Contractor shall assign **at least ONE (1) dedicated Event Manager** with a minimum of TEN (10) years' relevant experience in event management, brand partnership or related disciplines. The designated personnel serve as the primary point of contact for the CIC and DEVB.
- For significant partnership opportunities, mega events or strategic initiatives as designated by the CIC and DEVB, the Contractor's Account Director, Business Director or personnel of equivalent seniority shall participate in meetings and provide strategic advice when required.

Provisional Quantity: Support for up to **FIVE (5) mega events** and/or brand collaboration projects per year.

The scope, scale and duration of individual assignments may vary significantly subject to the CIC's requirements.

The Contractor shall submit all proposals, materials and recommendations to the CIC and DEVB for review and approval prior to implementation. The Contractor shall revise and refine the deliverables until the satisfaction of the CIC and DEVB.

3.3.3 The Contractor shall act as the Secretariat and prepare, coordinate and manage bi-weekly Consultation and Progress meetings with the CIC/ and DEVB. The Contractor shall record meeting proceedings and circulate meeting minutes, including action items and follow-up matters, within two (2) working days after each meeting.

The bi-weekly Consultation and Progress Meetings shall serve as a formal governance mechanism for project oversight, accountability and performance monitoring. The Contractor shall:

- Maintain and update an Action and Issues Register, covering agreed actions, deliverables, decisions, risks, outstanding matters, responsible parties and target completion dates;

- Report progress against the approved work plan, programme, milestones and Key Performance Indicators (KPIs), and provide explanations for any deviation, delay or under-performance;

- Undertake ongoing performance monitoring against agreed KPIs, milestones, deliverables and contractual requirements, and proactively recommend corrective measures and recovery actions where performance gaps, delays or quality concerns are identified;

- Maintain a performance dashboard setting out delivery status, KPI achievement, key risks, outstanding actions, overdue items and mitigation measures for review at each bi-weekly Consultation and

Progress Meeting.

- Proactively identify project risks, implementation challenges, resource constraints and interdependencies that may affect service delivery, and recommend appropriate mitigation measures;

- Promptly escalate material issues, delays or performance concerns that may impact the achievement of project objectives, together with proposed corrective actions and recovery plans; for significant incidents, service failures, stakeholder complaints or reputational issues, the Contractor shall submit an incident report setting out the circumstances, root cause analysis, corrective actions and preventive measures.

- Monitor the implementation and closure of agreed follow-up actions and report outstanding matters at each subsequent meeting; and

- Provide a concise status summary highlighting key achievements, upcoming activities, major risks, critical issues requiring management attention and recommended actions.

Where recurring delays, performance concerns or unresolved issues are identified, the Contractor shall submit a written rectification plan setting out the root causes, corrective measures, responsible personnel and implementation timetable for review by CIC and DEVB.

3.3.4 The Contractor shall manage the Task Group / Co-opt members and shall liaise with the professional institutions such as Hong Kong Institution of Engineers, Hong Kong Institute of Architects, and Hong Kong Institute of Surveyors etc. for promotion and engagement, as well as organising meetings. The Contractor shall record meeting proceedings and circulate meeting minutes, including action items and follow-up matters, within two (2) working days after each meeting.

## 3.4 Public Relations and Media Agency Services

3.4.1 The Contractor shall advise the CIC on the Campaign's proposed positioning, tone, messages, public relations strategies with communication channels,

media reach, promotion means, content creative, marketing strategy and the targeting.

3.4.2 The Contractor shall devise the communication plan with implementation proposal, schedule and target to achieve, aligning ALL communication tools and editorial contents. The Contractor shall work alongside with the CIC and DEVB to achieve communication and promotional purposes during the Service Period.

3.4.3 The Contractor shall propose a communication plan including but not limited to briefing sessions with stakeholders, advertising, interviews, media pitching, viral content etc. to reach out different target groups and to get the best results.

3.4.4 The Contractor shall manage the campaign website and enquiries received, in coordination with the website agency appointed by the CIC and the social media and/or online marketing teams or sub-contractor(s) under the Contractor, so as to ensure up-to-date content, coverage and response to enquiries on all publicity activities held and to be held under the Campaign.

3.4.5 The Contractor shall provide a full media and public relations report with media values for the Services provided within TWO (2) weeks after the launch of press release, interviews, feature stories and events. The report shall include a summary of PR services and activities performed respective analyses on achieving the KPI / objectives set by the CIC and DEVB.

3.4.6 To keep track of the progress of the Services, the Contractor shall provide updated reports and conduct a mid-term review with the CIC and DEVB after SIX (6) months of the Services engagement, which shall include progress on PR services and activities, recommendations and, where applicable, update on implementation and contingency plans. The same report and review shall be submitted and conducted at the end of the Service Period.

3.4.7 The Contractor shall provide the Media Engagement and PR Services, including but not limited to:

(a) Press materials

- Press invitations, press releases and fact sheets in English and Traditional Chinese
- Provisional Quantity: **TWELVE (12) press release** per year

- Services including:
  - (i) Write, edit and issue bilingual press invitations and press releases at appropriate time
  - (ii) Copywriting of bilingual fact sheets
  - (iii) Suggest suitable timing to release for the CIC's and DEVB's confirmation
- Contents shall be provided to the CIC and DEVB for comments and confirmation before issuance. The Contractor shall modify the contents until the satisfaction of the CIC and DEVB.

(b) Media Interviews

- Provisional Quantity: **TWELVE (12) interviews** per year
- Arrange media interviews with key spokespersons or selected industry players
- Prepare possible Q&As
- Attend interviews alongside

(c) Feature Stories for Construction Industry Stakeholders

- Provisional Quantity: **TEN (10) stories** per year
- Create stories for industry stakeholders with interesting angles for all communication channels to leverage
- Services including:
  - i) Draft stories not less than 500 words in Traditional Chinese at appropriate time; translate to English upon approval
  - ii) Support interviews with stakeholders to consolidate information
  - iii) Toolkit of stories amplification, includes but not limited to:
    - Guidance for all agencies on amplification of story content
    - Content guidelines and format
    - Suggestions on captions
    - Suggestions on channel boosting
  - iv) Suggest suitable timing to release for the CIC's and DEVB's confirmation

(d) To reach a total number of **at least 200 media coverage** in media channels including but not limited to coverage in TV, radio, newspapers (online or offline) and **reach an aggregated media value of at least $3 million**. The Contractor will be **rewarded with an incentive of 3%**

**of the Total Value for Item 1 under Section A** – Retainer Item so stated in the Fee Proposal if this Key Performance Indicator is achieved.

(f) **Survey on Project Awareness and Effectiveness.** The Contractor shall devise a plan and conduct specific surveys (survey methodology subject to prior agreement with the CIC) to measure areas including but not limited to below:

- Campaign Awareness: assess both aided and unaided awareness levels of campaign creative and message;
- Understanding of the key messages the campaign aimed to deliver;
- Perception Shift: measure any changes in audience perception toward the construction industry and the industry image;
- Comparative Analysis: to include pre- and post-campaign surveys or questions to track changes over time and establish a clear baseline vs. post-campaign results.
- Recommendations: based on the data collected, the Contractor to provide analysis and suggestion on future campaign direction.

## 3.5 Social Media Agency Services

3.5.1 The Contractor shall act as the overall project management and lead all teams or sub-contractor(s) to devise the overall social media strategies and create all contents including but not limited to the items stated in Section 1.8 above and create stories and other visible content to promote them in the online arena including social media platforms, initially Facebook, Instagram, YouTube and possibly LinkedIn, WeChat, Weibo, Xiaohungshu and Douyin as well, (the "social media platforms"), for which the feed schedules shall support individual platforms to fulfil the objectives as stated in Section 2.

3.5.2 The Contractor shall provide video/photography, graphic design and animation services and copywriting required to enable the feeds to fulfil the objectives as stated in Section 2. The CIC may engage any necessary vendors for organising the publicity activities including video/photography production houses and graphic/artwork production houses, event production houses when required for the Campaign. The Contractor shall manage and supervise such vendors appointed by the CIC, without additional handling charges, to ensure materials produced can deliver the Services and in line with

the agreed themes and content in a coordinated manner.

3.5.3 The Contractor shall devise a monthly feed plan for the social media posts including but not limited to the PR activities so as to achieve the set target in a reasonable schedule in a progressive manner. The Contractor shall keep track of the performance, adjust the strategy and publicity plan for the advertisement and social media content, where necessary, in a timely manner.

3.5.4 The Contractor shall provide monthly report with market intelligence and conduct a mid-term review with the CIC and DEVB after SIX (6) months of the Services engagement, which shall include the number and types of targeted audience reached out including breakdown by each publicity activity/means, by age profile, by level of contact (reach, engagement, view and share, level of "viral" and discussions on other social media platforms) and recommendations on future publicity activities. The same report and review shall be submitted and conducted at the end of the Service Period.

3.5.5 The Contractor shall provide the overall management and content creation for all social media platforms of the Campaign. The duties shall include but not be limited to:

(a) Define the positioning, tone and propose cover photo, key visual, copywriting and creative art directions for each social media platform that are fit for the Campaign;

(b) Devise the publicity strategies for the social media platforms and the strategies in achieving the reach and engagement target, fans/followers acquisition and timeline;

(c) Devise the social media communication plan including the overall strategies, monthly feed plan, mini campaigns, content ideas, marketing strategy to reach the respective target audience;

(d) To reach a total number of **1.5 million reach and 100,000 engagement** in the social media platforms; the number of target **viewership to reach 3 million** for at least one of the publicity activity/means (e.g. TV programme, TV ad, video / reel on social media); and **the current fan base of Facebook and Instagram with additional 1,500 followers** within the 12-month management. **The Contractor will be rewarded with an incentive of 3% of the Total Value for Item 3 under Section A** – Retainer Item so stated in the Fee Proposal if this Key Performance

Indicator is achieved;

(e) Submit monthly reports of each social media account within the first week of the month for the previous month, in the format specified by the CIC and DEVB. The monthly reports shall at least include the following contents:

  (i) The performance of each social media accounts with comprehensive figures of analysis (in terms of reach, engagement, view and share, level of "viral" and discussions on other social media platforms);
  (ii) Regular performance reports and analysis for each feed/post and provide recommendations to enhance reach rate, impressions and conversions;
  (iii) Advertisement performance reports, analysis and recommendations;
  (iv) Social listening to show the sentiments of the public towards the industry, the Campaign and the publicity activities; and
  (v) Sharing of social media trends, relevant cases and best practices with recommendations, etc.

(f) Generate content including information research and interview with trade representatives and successful cases, creative ideas, visual design, photo taking, video shooting and copywriting;

(g) Handle enquiries, complaints and comments received for each social media platform in accordance with the CIC and DEVB guideline to maintain a 100% response rate within 24 hours. A set of suggested answers and line-to-take shall be developed by the Contractor and confirmed by the CIC and DEVB before providing replies;

(h) Create Seeding/Word of mouth posts in forums to generate awareness for the Campaign and drive traffic to the social media platforms. Reply some of the forum posts as suggested by the Contractor and approved by the CIC and DEVB to neutralise some of the negative sentiments online where appropriate.

(i) Devise strategies for placing advertisement for each platform to achieve the target and expected outcomes as stated in Section 2 and 3. Prior approval of the proposal, including the budget, targeting group(s)/ audience and advertisement formats, etc., should be sought from the CIC and DEVB before each placement. Placement costs within the

contract period should be estimated and budgeted in the proposal submission, and payment to be made according to the actual consumption; and

(j) Suggest and line up KOLs and/or online media platform(s) as appropriate for respective channels for the Campaign and increase acquisition number. The Contractor shall line up KOLs and/or online media for post sharing or mentioning for different social media channels. The engagement costs of KOLs and placement costs to online media platforms shall be reimbursed by the CIC and approval should be sought from the CIC and DEVB before engagement.

3.5.6 The Contractor shall submit an overall strategic proposal, year-long editorial calendar, the first monthly feed plan and boosting plan planning within FIVE (5) days from the service commencement date as instructed by the CIC.

3.5.7 The Contractor shall develop **on average TWO (2) Instagram/Facebook posts per week** in Cantonese, of which the first feed should be published within FIVE (5) days from the service commencement date as instructed by the CIC and DEVB. The actual number of feeds to be developed and published in each month shall be subject to the agreed feed plan and the operational / promotional needs of the Campaign.

3.5.8 The Contractor shall perform duties and submit deliverables including but not limited to the following:

(a) Develop a feed plan on a monthly basis and should be submitted to the CIC and DEVB for comment and approval two weeks before the start of the following month;

(b) Develop, design and produce social media contents, including copywriting, graphics, animations, videos and other digital contents as required;

(c) Adapt approved contents for publication across different social media platforms as instructed by the CIC and DEVB;

(d) Create and publish social media contents in accordance with the approved content plan and any ad hoc requirements of the CIC and DEVB;

(e) Propose and implement social media campaigns and content initiatives

to support mega events, strategic partnerships, brand collaborations and other publicity programmes; and

(f) Provide creative direction, content optimisation and account management services for the designated social media platforms.

(g) Propose, design and execute mini campaigns for the Campaign and its events. The number of mini campaigns is subject to Contractor's feed schedule and approved by the CIC and DEVB;

Provisional Quantity: **FOUR (4) Campaigns** per year

(h) One new cover photo (a larger photo at the top of the account's profile, above the profile picture, which usually shows the tagline and theme of the page) for every 2 months, including design and creation of new cover photos;

(i) Develop creative directions and style management; and

(j) Perform the overall management duties for social media platform accounts.

3.5.9 The Contractor / the Photography and video production team or sub-contractor shall produce provisionally **on average TWO (2) short video per month**, **each with a length from less than 1 minute to up to 5 minutes for the social media platforms** according to the monthly feed plan approved by the CIC and DEVB (i.e. estimated TWENTY-FOUR (24) video feeds during the TWELVE (12) months Service Period). Prior to shooting, the Contractor shall submit the video story board and script for the CIC's and DEVB's comment and approval. The Contractor will be responsible for arranging services in relation to video shooting and editing, including but not limited to provision, delivery, setup and dismantling of all necessary equipment, as well as provision and management of a full crew with on-site technicians and operators.

3.5.10 The Contractor/ the Photography and video production team or sub-contractor shall provide post-production services including but not limited to video editing to a length suitable for uploading to social media platforms, addition of background music, graphics, captions, voice-over, subtitles etc. The edited videos should be uploaded to the Campaign social media accounts and/or the CIC website and/or other platforms for publicity purposes. The Contractor shall also deliver all raw footage and edited

versions in mp4 to the CIC within SEVEN (7) working days after confirmation of the edited videos.

3.5.11 In the case where video/photography production house is separately engaged by the CIC to provide the video/photos for the social media post, the Contractor shall collaborate with and manage the appointed production house to ensure the video/photos required for the social media post is produced as required.

3.5.12 Contractor shall settle the copyright issue of any contents, graphics, cinematograph, audio and/or videos to be posted on the social media channels and/or used in creation of the required feed contents by getting permission from the content providers and/or purchasing royalties. The Contractor shall propose and seek CIC's and DEVB's approval before adopting and/or paying for those contents, graphics, cinematograph, audio and/or videos. The royalty charges shall be reimbursed by CIC separately.

3.5.13 The CIC and DEVB have the right to display and re-produce the contents and videos at the CIC and/or CIC's websites, digital channels (e.g. YouTube) and physical venues (e.g. campus) as well as the digital channels and physical venues of CIC's partners.

## 3.6 Digital Marketing Agency Services

3.6.1 The Contractor shall act as the end-to-end digital marketing lead for the Campaign, responsible for designing, executing, monitoring, and optimising all paid digital promotions across platforms, including but not limited to social media advertising, search engine marketing ("SEM"), display ads, programmatic buying, and other digital channels that support Campaign objectives.

3.6.2 The Contractor shall develop and implement digital marketing strategies, media plans and campaign execution plans, including audience targeting, budget allocation, media buying and content recommendations, to achieve the agreed objectives and key performance indicators.

3.6.3 The Contractor shall develop campaign strategies and execution plans, including audience targeting, media planning, budget allocation, content

recommendations, performance optimisation and other related marketing activities required to achieve the agreed objectives and key performance indicators.

3.6.4 The Contractor shall monitor campaign performance and provide periodic reports and recommendations to the CIC and DEVB, including campaign results, media performance, audience insights, expenditure records and recommendations for optimisation.

3.6.5 Upon completion of a campaign, the Contractor shall provide a post-campaign evaluation report summarising campaign performance, key achievements, lessons learnt and recommendations for future initiatives.

The Contractor shall ensure compliance with all applicable advertising standards, platform requirements, copyright regulations and the branding and communication guidelines of the CIC and DEVB.

3.6.6 The Contractor shall ensure compliance with all applicable advertising standards, platform requirements, copyright regulations and the branding and communication guidelines of the CIC and DEVB.

3.6.7 The Contractor shall coordinate and collaborate with the CIC, DEVB and other appointed contractors, agencies or stakeholders as necessary to ensure effective delivery of digital marketing activities.

## 3.7 Photography and video production services

3.7.1 The Contractor shall provide professional photography and video design, production and consultation services for:

a) Public events of the Campaign such as opening ceremony, exhibition or award presentation ceremony etc.

b) Promotional materials and other purpose as required by the CIC and DEVB

3.7.2 **Photography and video production services for Promotional Materials:**

(i) The Contractor shall be responsible for arranging services in relation

to video and photo shooting and editing, including but not limited to provision, delivery, setup and dismantling of all necessary equipment, as well as provision and management of a full crew with at least ONE (1) videographer and/ or ONE photographer (1) and sufficient on-site technicians and operators, including but not limited to gaffer, sound man and assistant/best boy as necessary.

(ii) Prior to the video shooting, the Contractor shall provide design and production planning by submitting a storyboard, shooting plan and video script for the CIC's and DEVB's comment and approval within the suggested timeframe upon mutual agreement.

(iii) The service hours shall be based on either a half-day (4 hours) or a full-day (8 hours) arrangement. Setup and dismantling time will be considered part of the service hours.

(iv) The Contractor shall provide post-production services including but not limited to video editing to a length suitable for uploading to the target promotional platforms including but not limited to website, online advertisement and social media platforms, addition of background music, graphics, captions, voice-over and subtitles (in Chinese and/or English, as requested by the CIC and DEVB) etc. The edited videos will be uploaded to the Campaign social media accounts and/or the CIC website and/or other platforms for publicity purposes. The Contractor shall also deliver all raw footage and edited versions in mp4 to the CIC within SEVEN (7) working days after the confirmation of edited videos.

### 3.7.3 On-day Photography and Videography for Public Events

#### (a) Photography and Editing Services

(i) Depending on the scale of the event, the Contractor is required to provide ONE (1) to TWO (2) photographers and sufficient on-site technicians and operators, all necessary photo-shooting equipment including but not limited to assistant/best boy as necessary. The photographer(s) are required to report duty at 30 minutes before the start of the public event (or earlier subject to confirmation) on the event day and shall station at the venue until the end of the event. The photographer(s) shall take photos for

the reception, stage programme (ceremony), networking, group photos, etc.

(ii) The photographers shall select, retouch and provide some of the photos immediately after the event for releasing to media and / or social media platforms.

(iii) Upon the request of the CIC and DEVB, the photographer(s) may be required to upload photos to streaming platform to allow real-time download by the CIC, DEVB and invited guests and cost of such streaming platform shall be agreed with the CIC and DEVB prior to the event and will be reimbursed.

(iv) The service hours shall be based on either a half-day (4 hours) or a full-day (8 hours) arrangement. Setup and dismantling time will be considered part of the service hours.

**(b) Videography and Editing Services**

(i) Depending on the scale of the event, the Contractor is required to provide ONE (1) to TWO (2) videographer(s), ONE (1) gaffer or sound man and all necessary video shooting equipment such as stabilizer, video camcorder, etc. The videographer is required to report duty at 30 minutes before the start of the public event (or earlier subject to confirmation) on the event day and shall station at the venue until the end of the event.

(ii) The video shall be a complete shooting of the whole Event which includes the reception, stage programme (ceremony), networking, VIP tour, group photos, etc.

(iii) At least ONE (1) to TWO (2) highlight video(s) shall be provided with captions, voice over, background music, other necessary effects and subtitles (in Chinese and/or English, as requested by the CIC or DEVB), graphics or 2D/3D animation with first draft provided to the CIC within FIVE (5) working days after event day. The length of the highlight video is subject to the CIC's and DEVB's confirmation. The video content shall be revised in accordance with the CIC's and DEVB's comments to ensure the CIC and DEVB satisfaction and completion of video within the designated deadline. All raw footage shall be provided to CIC at no extra cost.

(iv) The service hours shall be based on either a half-day (4 hours) or a full-day (8 hours) arrangement. Setup and dismantling time will be considered part of the service hours.

3.7.4 **Visual and Audio Consultation for promotional materials and public events setups:**

(a) The Contractor shall provide expert consultation on the visual and audio development of the promotional materials and public events of the Campaign. The Contractor shall collaborate closely with the CIC-appointed creative house / event production house to ensure all visual and audio elements align with the campaign identity and effectively engage the target audience.

(b) The Contractor shall offer professional advice on the design, style, layout and quality of visual and audio materials for promotional campaigns, advertisements, and event presentations, including but not limited to visual for media and social media, public event staging, lighting, sound systems, and multimedia setups.

3.7.5 The Contractor shall settle the copyright issue of any content, graphics, cinematograph, music, audio and/or videos to be posted on the social media channels and/or used in creation of required feed contents by getting permission from the content providers and/or purchasing royalties. The Contractor shall propose and seek the CIC and DEVB's approval before adopting and/or paying for those contents, graphics, cinematograph, audio and/or videos. The royalty charges shall be reimbursed by the CIC separately. The contractor should be held responsible to check regulatory requirements to ensure the shooting work and deliverables are compliant with laws of Hong Kong Special Administrative Region or other applicable jurisdictions.

3.7.6 The CIC has the right to display and re-produce the contents and videos at CIC and/or CIC websites, digital channels (e.g. YouTube), physical venues (e.g. campuses), and other promotional channels.

3.7.7 The Contractor may be required to provide services for the satisfactory completion of the project outside Hong Kong. Additional fee or expenses for the provision of such services shall be quoted separately, and payment shall

be settled by mutual agreement of the Contractor, CIC and DEVB.

3.7.8 General Photography and Videography Service Requirements:

(a) To plan and coordinate all shooting arrangements, including preparing shooting schedules, conducting site visits where necessary, and liaising with relevant parties to facilitate the Services.

(b) To provide, deliver, set up and dismantle all necessary equipment, including but not limited to camera(s) and lighting equipment.

(c) To provide full crew with at least ONE (1) videographer / ONE (1) photographer, ONE (1) gaffer or sound man and sufficient on-site technicians and operators, including but not limited to assistant/best boy as necessary for indoor and/or outdoor photo shooting. Meals and transportation of the crew shall be included in the service charges.

(d) The videographer(s) and photographer(s) shall follow the requirements and instructions given by the CIC and DEVB for the shooting.

(e) To wear safety shoes, safety helmets with accessories and reflective safety vest and make sure all arrangement of the Services shall consider the safety management and health issues as legally required if the site visit / shooting is conducted at construction sites.

(f) To provide photo editing and retouching services for the CIC's and DEVB's review until the CIC's and DEVB's satisfaction and confirmation.

3.7.9 At Pre-Production Stage:

(a) To develop and submit production proposals, including storyboards, shooting plans, scripts and production schedules, where applicable.

(b) To conduct site visits, attend meetings and coordinate with relevant parties as necessary for the planning and preparation of the Services.

(c) To obtain clearance of all copyright issues, including music and broadcast media channels and the relevant regulations and Ordinances of Hong Kong SAR.

(d) To propose storyboard, shooting plan and video scrip where necessary.

3.7.10 At Shooting Stage:

(i) To provide ONE (1) cameraman to TWO (2) cameramen for video shooting with sufficient technician / coordinator including but not limited to gaffer, sound man and assistant as well as all necessary equipment for the video shooting. Meals and transportation of the crew shall be included in the service charges.

(ii) To provide, deliver, set up and dismantle all equipment required for the Services, including but not limited to video, audio and lighting equipment, and to ensure the quality of production is free from undue noise, disturbance or technical issues.

(iii) To carry out video shooting in accordance with the objectives, requirements and instructions provided by the CIC and DEVB, and to coordinate all necessary on-site arrangements and logistics for the Services.

(iv) Shooting venues outside Hong Kong may involve construction sites, which are accessible only by mandatory basic safety training certificate required by the concerned authority, like green card holders in Hong Kong. The Contractor shall engage manpower with valid certifications to accommodate the services at such occasions.

(v) To wear safety shoes, safety helmets with accessories and reflective safety vest and make sure all arrangement of the Services shall consider the safety management and health issues as legally required if the site visit is conducted at construction sites.

3.7.11 Specification of the Deliverables:

(a) The specifications of the videos and photography for Social Media Promotion of the Campaign shall be as follows:

(i) The videos and photography for Social Media Promotion shall be produced in a format suitable for promotion via social media and other promotional channels, and in accordance with the requirements specified by the CIC and DEVB and/or the social media team or sub-contractor suit the specific promotion purpose for the Campaign.

(ii) All raw and final version of edited videos (including production files with full mix and music and effects) and photos shall be submitted through the CIC provided SharePoint, and remove all

raw and edited materials (photos/videos) within 30 calendar days.

(b) The specifications of the on-day photography and videography for the public events of the Campaign shall be as follows:

(i) The Contractor shall submit at least ONE highlight video with captions, voice over, background music and other necessary effects, subtitles (in Chinese and/or English, as requested by CIC/ DEVB), graphics or 2D/3D animation with first rough cut for the Public Event in MP4 format for the CIC's and DEVB's comments within FIVE (5) working days after the Event. The Contractor shall rectify and re-submit the videos within TWO (2) working days or as requested by CIC and DEVB upon receiving comments from the CIC and DEVB until acceptance of the CIC and DEVB without any additional charges.

(ii) All raw and final version edited videos (including production files with full mix and music and effects) and photos shall be submitted to the CIC upon approval through the CIC provided SharePoint within THREE (3) working days. All raw and edited materials (photos/videos) shall be removed within 30 calendar days.

(c) The specifications of the Visual and Audio Consultation Service shall be as follows:

(i) The Contractor shall submit detailed and practical guidance on visual layout, audio enhancements for implementation on promotional materials. The Contractor shall provide practical guidance on event audio-visual setup, lighting, sound and staging suggestions within SEVEN (7) working days after receiving briefing from the CIC and DEVB.

3.7.12 All documents / designs / videos produced by the Contractor shall be subject to the acceptance by the CIC and DEVB. The CIC and DEVB will endeavour to respond to and comment on the documents / designs / videos submitted by the Contractor within ONE (1) week upon receipt as practical as possible. The Contractor shall rectify and supplement the submissions within THREE (3) calendar days or other agreed period upon receiving comments from the CIC. If the revisions are deemed unsatisfactory, the Contractor shall make further modifications until they are acceptable to the CIC and DEVB.

Approval of designs shall be obtained prior to related production.

3.7.13 All documents shall be submitted electronically in their native file format of the software that were created with which shall be editable (e.g. MS Word, MS Excel, Adobe Illustrator etc.), together with a corresponding copy in PDF format (for documents) and JPEG format (for designs) which is readily printable within SEVEN (7) calendar days upon approval of respective document / design.

3.7.14 The Contractor shall ensure all materials, no matter photo / illustrations / graphics / music / sounds or the like used in the design and production of the deliverables for the Event are with copyright cleared.

3.7.15 The ownership and intellectual property right of all raw and edited photos and videos, designs and working artwork files of key visual, venue decorations and event materials, including but not limited to graphic(s), booklet(s), panel(s) and backdrop(s), etc. in relation to the Event prepared by the Contractor, its staff and sub-contractors shall be vested in and belong to the CIC. The Contractor, its staff and sub-contractors should not apply the related designs / photos / videos / contents in whole or in part without written permission of the CIC.

3.7.16 Worldwide and perpetual copyright of the taken and edited video, footage, VCDs / DVDs / CD-ROMs and other publicity materials produced shall belong to the CIC. No restriction is imposed as to how the videos are used to be released and published freely and without limitation of channels and time period.

## 4 Presentations

The Project Manager and necessary Project Team member(s) formed for the Services shall:

4.1 Attend all meetings with the CIC, DEVB, CIC's appointed contractors and the Campaign Task Group Members to present contractor's proposal and to solicit and consolidate feedback and recommendations.

4.2 Report the progress to the CIC, DEVB, CIC's appointed contractors and the

Campaign Task Group Members during and upon completion of the Services.

4.3 Arrange briefing sessions as required by the CIC and DEVB to any parties which the CIC and DEVB considers appropriate; and

4.4 The presentation materials shall be bilingual as necessary and required.

## 5 Deliverables

5.1 The Services and all deliverables shall comply with the Contract requirements to the satisfaction of the CIC and DEVB. Should there be different interpretations between the CIC and DEVB and the Contractor against any requirements in the Contract, the CIC and DEVB shall have the final jurisdiction on the explanation and approach of the implementation of the requirements. The Contractor shall follow the explanation of the requirements and the instructions given by the CIC and DEVB to implement the solution to the satisfaction of the CIC and DEVB.

5.2 The Services shall be completed within 12 months under the supervision of the CIC and DEVB.

5.3 The Contractor undertakes to carry out the Services and submit deliverables as stipulated in the Assignment Brief and its Annexes to the CIC and DEVB in accordance with the tentative programme specified in Paragraph 5.5 below or as directed / agreed by the CIC from time to time.

5.4 Additional services or tasks other than the deliverables stated below shall be prepared and delivered at such time upon request by the CIC and DEVB. Extra cost, if applicable, shall be quoted to and agreed by CIC and DEVB prior to work commencement.

5.5 The following activities shall be taken into consideration in the preparation of the programme (please refer to the links stated in Section 1.1 and 1.2 for the potential design and activities on service scopes):

## 6 Brief Programme

The Services shall be completed under the supervision of the CIC and DEVB.

6.1 The Contractor undertakes to provide the Services as stipulated in this Assignment Brief and its Annexes to the CIC in accordance with the tentative delivery schedule specified in Section 6.3 below or as directed / agreed by the CIC and DEVB from time to time.

6.2 Supplementary information, proposals or reports other than the Deliverables stated in Section 3 and 5 shall be prepared and delivered at such time upon request by the CIC and DEVB.

6.3 The following activities and timeline shall be taken into consideration in the preparation of the Services:

| Item | Description of Deliverables | Delivery Schedule |
|---|---|---|
| 1. | Service Commencement Date | As stated in the CIC Project Commencement Letter or as instructed by the CIC |
| 2. | Draft press materials, media interview materials, feature stories, social media content plans and other communication materials | At least 1 to 2 weeks before the planned publication, interview, event or launch date, or as instructed by the CIC and/or DEVB |
| 3. | Social Media: submission of a detailed social media feed plan for each month | First month: within 5 days from service commencement<br>Onwards: 2 weeks prior to the start of the following month |
| 4. | Social Media: design and creation of all the visuals and social media feed contents | 2 weeks before the scheduled publish date of the post according to the approved monthly feed plan |
| 5. | Social Media: submission of the monthly report | Within the first week of the month for the previous month |
| 6. | Photography and videography proposals (including storyboard, shooting plan and script, where applicable) | Within 5 working days after instruction by the CIC and/or DEVB |
| 7. | Photography and Videography for Promotional Materials: completion of the first rough cut of the video | Within 5 working days after shooting |
| 8. | Photography and videography deliverables (including photographs, draft videos and final production outputs) | In accordance with the timeline agreed by the CIC, DEVB and the Contractor |

| Item | Description of Deliverables | Delivery Schedule |
|---|---|---|
| 9. | Photography and Videography for Promotional Materials: deliver all raw footage and edited versions in mp4 | Within 7 working days after the confirmation of final cut of video. |

6.4 The Contractor shall notify the CIC and DEVB when a potential or actual delay arises and shall detail what in its 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 original timeline or the previous version of timeline. Subject to the approval of extension of time for a particular service / deliverable, the Contractor shall prepare a revised implementation / production timeline for the CIC's and DEVB's comment and approval.

6.5 The Services may be suspended or terminated by the CIC at no cost implications any time with one months' prior notice in writing.

## 7 Management of the Contractor

7.1 The Contractor shall be directed and supervised by the CIC and DEVB.

7.2 The Contractor shall obtain the approval of the CIC and DEVB, where appropriate, before commencement of arranging/ preparing/ designing/ producing any services/ deliverables of the Services.

7.3 The Contractor shall coordinate with the CIC and DEVB in the use of materials from the CIC, DEVB and other vendor(s) appointed by the CIC (if applicable), and have supervision to the critical path and adherence to the delivery schedule.

## 8 Contractor's Office and Staffing

8.1 The Contractor shall maintain for the duration of the Services an office in Hong Kong under the control of a Project Director designated for the Services with at least TEN (10) years of management experience in field relevant to the subject matters of the Services.

8.2 The Contractor shall maintain a dedicated project team for the account throughout the contract period, comprising at least the above-mentioned Project Director and the following functions. The proposed team should preferably have a proven track record in construction technology, career-related and/or youth development media/channels.

8.3 Project Team

8.3.1 Project Director - With at least TEN (10) years of management experience in field relevant to the subject matters of the Services

8.3.2 Account Manager (PR & Media) - With at least TEN (10) years experience in public relations and media management experience.

8.3.3 Account Manager (Social Media) – With at least EIGHT (8) years digital marketing and social media management experiences with knowledge and connections with KOLs.

8.3.4 Digital Marketing Specialist – With at least FIVE (5) years online marketing experience with proven success in launch and managing sizable online campaigns, including hands-on expertise in programmatic buying and SEM bidding. Proficiency with data analysis tools (e.g., Google Analytics), understanding of key performance metrics (CTR, CPC etc.), and ability to translate data into actionable insights.

8.3.5 Event Manager – with a minimum of TEN (10) years' relevant experience in event management, brand partnership or related disciplines.

8.3.6 Editor / Copywriter (PR & Media) – With at least FIVE (5) years of experience in bilingual features, construction, technologies and youth development writing.

8.3.7 Editor / Copywriter (Social Media) - With at least TWO (2) years of experience in content research, editorial and commercial writing for online or social media platforms with proven success in campaign focused social media work.

8.3.8 Creative Designer – With TWO (at least 2) years of experience in multi-media design.

8.3.9 Photographer / Video Cameraman – With TWO (at least 2) years of experience in producing works for social media promotions.

8.4 The Contractor shall provide the CIC and DEVB with full details of staff or sub-contractor staff to be employed on the provision of the Services together with their curriculum vitae for prior approval from the CIC and DEVB.

8.5 It is permissible for one staff to assume more than one of the above listed functions provided there is solid proof of relevant experiences as demonstrated in the curriculum vitae / portfolio / showreel.

8.6 The team shall provide all specialist and sub-consultant / sub-contractor services (not limited to those specified in Section 8.2 and 8.3 above) required for the satisfactory provision of the Services. No additional fees or expenses for the provision of such services rendered locally or overseas shall be paid by the CIC. The Contractor should be responsible to manage all subcontractors to deliver the targeted outcome. The CIC has the right to request for improvement in performance or even early termination of contract with subcontractors if there is serious misaligned expectation or breach of contract requirements including all terms in this agreement.

8.7 In the event of any deviation or change of team members on the provision of the Services, prior approval from the CIC and DEVB must be sought.

8.8 In the event, for reasons beyond his control, the Contractor is unlikely to provide or maintain any key staff as specified in the Technical Proposal, he should report to the CIC and DEVB as soon as practicable and propose a substitute with qualifications and experiences comparable to the original team member for the CIC's and DEVB's approval.

## 9 Retainer Progress Milestones

9.1 The Contractor shall achieve **TWELVE (12)** Retainer Progress Milestones ("Milestones") during the Contract Period. The 12-Retainer Progress Milestones on monthly basis shall serve as key checkpoints for monitoring and assessing the Contractor's progress, performance and satisfactory delivery of the Services.

**Each "Milestone" on monthly basis** requires the completion, submission, and formal written acceptance of a standardized deliverable package comprising:

- ONE (1) Overall Communications Strategy, Implementation Plan and Report;
- TWO (2) Consultation and Progress Meetings and Meeting Reports;

The **TWELVE (12)** Milestones are structured across two (2) distinct operational phases, tied to progressive KPI evaluation as follows:

**Phase 1 (Milestones No. 1 to 6):**
The Contractor shall fulfil the following cumulative KPIs to the satisfaction of the CIC and DEVB at the end of Phase 1:

- Cumulative KPI Target Achievement: approximately **FIFTY per cent (50%)**
- Total Number of Consultation and Progress Meetings and Reports: not less than **TWELVE (12)** Sessions/ Reports;
- Total Number of Press Releases: not less than **SIX (6)** pieces; and
- Total Number of Social Media posts: not less than **FIFTY-TWO (52)** posts

**Phase 2 (Milestones No. 7 to 12):**
The Contractor shall submit a Final Performance and KPI Assessment Report **no later than TWO (2) weeks prior to** the expiry of the Contract or as otherwise instructed by the CIC and DEVB.

The Final Report shall include a consolidated assessment of performance against the annual KPI targets, including media coverage achieved, aggregated media value generated, social media reach, engagement, follower growth, and completion of the followings:

- Cumulative KPI Target Achievement: **ONE HUNDRED per cent (100%)**
- Total Number of Consultation and Progress Meetings and Reports: not less than **TWENTY-FOUR (24)** Sessions/ Reports;
- Total Number of Press Releases: not less than **TWELVE (12)** pieces; and
- Total Number of Social Media posts: not less than **ONE HUNDRED and FOUR (104)** posts

The Contractor shall provide sufficient documentary evidence to substantiate the reported achievements and performance results.

Where the CIC and DEVB consider that performance is materially below expectations, the Contractor may be required to submit a Performance Improvement Plan and implement remedial actions at no additional cost.

Payment shall be made in accordance with the Payment Schedule set out in the Contract and shall be subject to the satisfactory performance of the relevant Services and satisfactory completion and acceptance of the associated deliverables by the CIC and DEVB.

In determining satisfactory performance, the CIC and DEVB may take into account, where applicable, the quality, completeness and timeliness of the Services and deliverables, progress against the agreed KPIs, completion of the required outputs and overall compliance with the Contract requirements.

## 10 Other Requirements

10.1 The ownership and intellectual property rights of all the deliverables prepared by the Contractor and/or its sub-contractor(s) and/or its employees shall be vested in and belong to the CIC and may not be reproduced in whole or in part without the expressed permission of the CIC.

10.2 The Contractor acknowledges that the deliverables under this Services may be used, adopted or amended for other publications and promotion for the CIC.

10.3 The CIC reserves the rights to update, change or amend all the requirements and specifications with mutual agreement with the Contractor. Further details will be provided by the CIC upon engagement of the Contractor.

10.4 The CIC reserves the rights to place an order for any or all of the items as stated in this Assignment Brief. The Contractor acknowledges and agrees that the offer for each of the items quoted in the Fee Proposal Form shall remain the same in the event that only one or some of items are ordered in relation to the Services requested.

10.5 The CIC reserves the right to **extend the Services** for an additional period of **up to TWELVE (12) months** (tentatively from end January 2028 to end January 2029) upon completion of the TWELVE (12) months of Service, subject to the Contractor's performance and the confirmation of CIC. Renewal of the Contract shall be based on the following conditions:

(a) The Services provided by the Contractor complies with the CIC's and DEVB's requirements;

(b) The CIC and DEVB are satisfactory with the Services provided by the Contractor during the initial service period;

(c) The rates for the renewal periods shall follow the relevant rates stated in the Fee Proposal; and

(d) Renewal of contract shall be subject to agreement between CIC and the Contractor and CIC retains the right to change the scope of the services for the renewal of contract.

10.6 All the costs of design, artwork and contents of deliverables proposed for

the Services shall include the sources files submission to the CIC based on the finalized version.

10.7 The provisional quantity listed in this Assignment Brief is CIC's best estimate. Actual requirements and quantities shall be confirmed on an as-required basis. The CIC does not commit to ordering any item / quantity at this time.

10.8 The Contractor shall provide services at the quoted fees on the Fee Proposal upon issuance of the CIC's Letter of Acceptance until the completion of the Services, unless subject to the prior mutual agreement with the CIC.

10.9 Meals, transportation and all applicable insurance to all necessary staff that is responsible for the Services, including video production and on-site support, etc. should be responsible by the Contractor. The Contractor shall liaise with an insurance company to provide insurances for the Services.

10.10 The CIC reserves the right to cancel the whole or part of the Services to be provided by the Contractor for any reason(s) with no cost implications with the provision of an advanced notice in writing prior to the commencement of the scheduled services.

10.11 All arrangements and services in relation to the Services shall comply with the Laws of the Hong Kong Special Administrative Region.

10.12 The Contractor should ensure the designs and contents developed for the Services do not include or project any message that may relate to gender bias or inequality, and all forms of discrimination.

10.13 The Contractor shall duly observe the provisions of the Law of the People's Republic of China on Safeguarding National Security in the Hong Kong Special Administrative Region, the Safeguarding National Security Ordinance and other laws of the Hong Kong Special Administrative Region related to safeguarding national security, and shall not directly or indirectly in any way engage in any act or activities which may be reasonably believed as contrary to the interest of national security, the public interest of the Hong Kong Special Administrative Region, public morals, public order or public safety.

10.14 The CIC reserves the right to terminate or suspend the Services, in whole or in part, for any reason(s) with no cost implications provided that an advanced notice is issued in writing prior to the commencement of the scheduled services. The termination or suspension of the Consultancy shall not affect any rights of the CIC set forth in this Assignment Brief, including the ownership and Intellectual Property Rights of the deliverables.

10.15 In case of suspension or termination of the Services, the Contractor has the obligations to stop works immediately in an orderly manner upon receipt of notification from the CIC.

10.16 For termination, subject to 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 as a result of such termination.

10.17 For service resumption after suspension, the CIC shall give a written notice to the Contractor in no less than SEVEN (7) calendar days before the planned resumption date of the Services. The Contractor shall thereafter continue with the services with the same terms and conditions set forth in this Assignment Brief. The period of the Consultancy may be extended for a period corresponding to the period of suspension or otherwise mutually agreed between the CIC and the Contractor.

10.18 For the arrangement of bad weather or emergency, CIC reserves the right to reschedule the date/or venue of the video shooting or other events. The Contractor shall not be entitled to additional payment due to reschedule of the shooting or events, except the additional production costs incurred by the Contractor for re-production of materials as agreed and confirmed by the CIC.

10.19 The Contractor shall ensure all materials (including photos/ videos/ graphics/ texts or the like) used in the Services have no infringement of copyrights.

10.20 With regards to Indemnity and Intellectual Property Right Indemnities,

please refer to Annex 1. For details about Intellectual Property Right and Ownership, please refer to Annex 2.

# Annex 1 - Indemnity and Intellectual Property Right Indemnities

Indemnity

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

(i) all demands, claims, actions, arbitrations, proceedings, whether threatened, brought or instituted against the CIC; and
(ii) all liabilities, indebtedness, losses, damages, costs and expenses (including legal costs and expenses on a full indemnity basis) incurred or suffered by the CIC,

arising from or in connection with:

(a) any act, omission, negligence, breach of statutory duty, breach of contract, default or misconduct of the Contractor, its employees, agents, subcontractors or anyone engaged by it in connection with the Contract; or
(b) the Contractor's failure to perform its obligations under the Contract.

Intellectual Property Right Indemnities

The Contractor warrants that the Project Materials and their use by the CIC will not infringe any Intellectual Property Rights of any third party.

The Contractor shall indemnify and keep the CIC, its authorised users, affiliates, assignees and successors-in-title (collectively, the "Indemnified Parties") indemnified from and against:

(i) all demands, claims, actions, arbitrations and proceedings, whether threatened, brought or instituted against any of the Indemnified Parties; and
(ii) all liabilities, indebtedness, losses, damages, costs and expenses (including legal costs and expenses on a full indemnity basis) incurred or suffered by any of the Indemnified Parties,

arising from or in connection with any actual or alleged infringement of Intellectual Property Rights relating to the Project Materials, Deliverables, Services or any materials supplied, used or incorporated by the Contractor in connection with the Contract.

In the event of any such claim, the Contractor shall, at its own cost and expense and without prejudice to the foregoing indemnity:

(a) obtain all necessary licences, consents and permissions;
(b) modify or replace the affected materials so that infringement ceases whilst maintaining equivalent functionality and quality; or
(c) take any other action necessary to ensure the CIC may continue to use the affected materials without interruption.

## Annex 2 – Intellectual Property Right and Ownership

The ownership of, and all Intellectual Property Rights subsisting in, the Services (finished or otherwise), the Deliverables (finished or otherwise) and all underlying works, materials and content specifically created, developed or produced by the Contractor, its employees, contractors, subcontractors or agents for the purpose of the Contract, including without limitation any reports, documents, materials, datasets, databases, web-based models, source code, scripts, photographs, videos, choreography, dramatic works, music, plans, drawings, drafts and other information (collectively, the "Project Materials"), shall upon creation vest in and belong to the CIC absolutely.

For the avoidance of doubt, the foregoing shall not apply to:
(a) any Intellectual Property Rights owned by the Contractor or any third party prior to the commencement of the Contract; or
(b) any third-party materials, software, music, images, footage, fonts or other works lawfully licensed by the Contractor for use in connection with the Contract,

provided that the Contractor shall obtain, at its own cost and expense, all necessary licences, consents and permissions required to enable the CIC, its affiliates, successors, assigns and authorised users to use, reproduce, publish, broadcast, communicate, modify and otherwise exploit such materials for the purposes contemplated under the Contract.

Where any pre-existing Intellectual Property Rights or licensed third-party materials are incorporated into the Project Materials, the Contractor hereby grants, or shall procure the grant of, an irrevocable, perpetual, worldwide, royalty-free, transferable and sublicensable licence to the CIC to use, copy, reproduce, adapt, modify, publish, distribute, communicate and otherwise exploit such materials for any purpose relating to the Contract and the promotion, operation and activities of the CIC.

The Contractor shall be responsible for the clearance of all copyright and Intellectual Property Rights and shall obtain all necessary licences, consents and permissions, including those relating to musical works, musical arrangements (whether tailor-made or library music), photographs, videos and other third-party materials, at its own cost and expense.

Such licences shall permit use by the CIC anywhere within and outside Hong Kong, on any occasion and through any media, including but not limited to radio channels, television, video walls, the Internet, social media platforms, multimedia advertisements on public transport, seminars, exhibitions, public functions, VCDs, DVDs, CD-ROMs and other publicity, promotional or educational materials produced by or on behalf of the CIC. The cost of such licensing shall be fully absorbed by the Contractor.

# Memorandum of Agreement

# of

# Provision of Lead Agency Services

# for

# the PR Campaign

# for

# the Construction Industry Council

November 2026

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**To be Signed by a Contractor**

# MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the _____day of _____ 2026 BETWEEN THE CONSTRUCTION INDUSTRY COUNCIL of [1] _____ _____ (hereinafter called "the Employer") of the one part and [2] _____ _____ of [3] _____ (hereinafter called "the Contractor") of the other part WHEREAS the Employer requires the Contractor to provide the Services in respect of Provision of Lead Agency Services for the PR Campaign for the Employer (hereinafter called "the Assignment") and details of which are set out in the Assignment Brief annexed hereto AND WHEREAS the Contractor has agreed to provide such Services in accordance with the Assignment Brief, Conditions of Contract annexed hereto (hereinafter referred to as "the Conditions"), and subject to the payment to him by the Employer of the fees and other payments set out in the Fee Proposal and the Conditions annexed hereto.

NOW THEREFORE IT IS AGREED AS FOLLOWS :-

1. This Agreement shall comprise :-
   (a) Conditions of Tender and Appendices
   (b) Form of Tender
   (c) Assignment Brief and its Annexes
   (d) Technical Proposal and Fee Proposal
   (e) General Conditions of Contract
   (f) Any relevant correspondence

   all of which are annexed hereto.

2. The Director for the purposes of this Agreement shall be [4] _____ _____

3. In consideration of the payments made at the times and in the manner set forth in the Agreement by the Employer, the Contractor hereby jointly and severally[5] undertakes to perform and complete the said services subject to and in accordance with the Agreement.

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

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

in the presence of
Signature, name and address

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

in the presence of
Signature, name and address

**OR**

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

in the presence of
Signature, name and address

**OR**

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

in the presence of
Signature, name and address

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

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

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

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

1 Insert the address for service of documents.

2 Insert the name of the Contractor.

3 Insert the address of the Contractor.

4 Insert the post title.

5 Delete "jointly and severally" where cases (a) or (b) apply. Initial the deletion by the signatories of the Memorandum of Agreement.

6 Insert the name and appointment of the officer.

7 Insert the name(s) and capacity of the person(s) (usually the Directors of the Contractor) executing the Agreement for the Contractor. The person's authority to execute the Agreement for the Contractor is prescribed in the Memorandum of Association of the Contractor.

8 Insert the names of the partners.

# General Conditions of Contract

# for

# Provision of Lead Agency Services

# for

# the PR Campaign

# for

# the Construction Industry Council

November 2026

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# General Conditions of Contract for Provision of Lead Agency Services for the PR Campaign for the Construction Industry Council

## 1 Definitions

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

"Agreement" means and includes the Memorandum of Agreement, General Conditions of Contract, any Special Conditions of Contract, the Assignment Brief and its annexes (if any), the Fee Proposal and such other documents as may be referred to in the Memorandum of Agreement.

"Assignment" means that part of the Project undertaken by the Contractor as detailed in the Assignment Brief and its annexes (if any) or the Purchase Order.

"Assignment Brief" means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment or the part of the Purchase Order which describes the Project and sets out the details of the Assignment. All other amendments/variations made due to the Project shall also be regarded as part of the works included under the Assignment.

"Contract" means the Agreement or the Purchase Order (as the case may be).

"Contractor" means the person, consultant, firm or company who enters into a Contract with the Employer, including the Contractor's permitted assignees.

"Deliverables" means all the reports, drawings, documents, software, certificates and other items described in the Assignment Brief or the Purchase Order which are to be produced by the Contractor under this Contract.

"Employer" means the Construction Industry Council.

"Employer's Representative" means the Project Director or the Project Manager.

"Goods", "Services" and "Works" means goods, works, services, surveys and investigations and/or other duties and obligations as may be prescribed by the specifications/requirements to be supplied or done by the Contractor under the Contract.

"Government" means the Government of the Hong Kong Special Administrative Region.

"HKSAR" means the Hong Kong Special Administrative Region.

"Intellectual Property Rights" means trademarks, service marks, patents, design rights, trade names, copyright, domain names, database rights, new inventions, rights in know-how, designs, processes, and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;

"Project" means the scheme described in the Contract.

"Project Director" means the person as may be appointed from time to time by the Employer and notified in writing to the Contractor to act as the project director for the purposes of the Project.

"Project Manager" means the person as may be appointed from time to time by the Employer and notified in writing to the Contractor to act as the project manager for the purposes of the Project.

"Project Materials" means the goods, services, works and/or deliverables manufactured, created, generated, supplied, performed or done by the Contractor in discharging its duties in relation to the Goods, Services, Works and/or the Deliverables under the Contract, including but not limited to the Goods, Services, Works and Deliverables.

"Purchase Order" means a purchase order issued by the Employer to the Contractor requesting the supply of Goods, Services and/or Works herein including the contents of the quotation and the terms and conditions hereof. The Purchase Order is limited to the terms and conditions:-

(i) specified herein;
(ii) specified on the contents of the purchase order so issued to the Contractor; and
(iii) if applicable, specified in the Employer's written agreement with the Contractor.

## 2 Singular and Plural

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

## 3 Headings

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

## 4 Laws

(A) The Contract shall be governed by and construed according to the laws for the

time being in force in the HKSAR.

(B) The Contractor shall comply with all laws of HKSAR. The Contractor shall not employ illegal workers or any person who are forbidden by the laws of HKSAR or not entitled for whatever reasons to undertake any employment in HKSAR for the purpose of performing its obligations under the Contract. The Contractor and those engaged by the Contractor shall hold valid licences when performing the Contractor's obligations under the Contract whenever so required by the law.

## 5 Interpretation

The Interpretation and General Clauses Ordinance (Cap. 1) shall apply to the Contract. Words importing one gender (whether masculine, feminine or neuter) shall be taken to include any other gender where the context requires.

## 6 Memorandum of Agreement

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

## 7 Documents Mutually Explanatory

(A) Save to the extent that any Special Conditions of Contract provides to the contrary, the provisions of the Special Conditions of Contract shall prevail over those of any other document forming part of the Contract.

(B) Subject to sub-clause (A) of this Clause the several documents forming the Contract are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be subject to the Employer's interpretation and adjustment.

## 8 Use of English Language and Metric Units

All the correspondence in connection with the Contract shall be in English. All Deliverables shall be in English and metric units shall be used throughout, unless otherwise stated in the Contract or approved by the Employer or the Employer's Representative in writing.

## 9 Confidentiality

(A) Except otherwise explicitly declared by the Employer as non-confidential, all

information and documents provided by the Employer to the Contractor or created by the Contractor in the course of or as a result of the Project shall be regarded as confidential information ("**Confidential Information**"). The Contractor shall take all practical measures to protect the Confidential Information from unauthorized access, disclosure, erasure or use for purposes other than this Project.

(B) Save for the purposes of performing the Contract, the Contractor shall not disclose any and all Confidential Information, the terms and conditions of the Contract or any information, specifications, documents, drawing, plan, software, data or particulars furnished by or on behalf of the Employer or the Employer's Representative in connection therewith, to any person other than a person employed or engaged by the Contractor in performing the Contract or any approved sub-consultants / sub-contractors or the Contractor's legal and insurance advisers, except where required by law or regulation, order of the Court, arbitral authority of competent jurisdiction, requested by a professional body of which the Contractor is a member or disclosure of Confidential Information is with prior written consent from the Employer.

(C) Any disclosure to any person, sub-consultants / sub-contractors or advisers permitted under sub-clause (B) of this Clause shall be in strict confidence and shall extend only so far as may be necessary for the purpose of the Contract and the Contractor shall take all necessary measures to ensure the confidentiality of any such disclosure.

(D) The Contractor shall ensure that all receiving parties of the Confidential Information are informed of its confidential nature and procure the receiving parties to treat such information in strict confidence. The Contractor shall be responsible for the consequences of any breach of the confidential obligation, whether on the part of the Contractor itself or the receiving parties to whom the Contractor discloses the Confidential Information.

(E) The Contractor shall not without the prior written consent of the Employer, which consent shall not be unreasonably withheld, to make any public announcement, press release or other otherwise publish, either alone or in conjunction with any other person, in any newspaper, magazine, or periodical, any article, photograph or illustration relating to the Contract.

(F) If the Contractor has provided the Employer or the Employer's Representative with documents and information which the Contractor has

declared in writing to be confidential and stamped accordingly whether in relation to his practice or special circumstances or for other good causes, unless the Employer or the Employer's Representative within TWO (2) months of receipt of such information by notice in writing disagrees, such information will be treated as confidential. The Employer and the Employer's Representative shall not permit the disclosure of such confidential information to third parties without the prior written consent of the Contractor.

(G) All personal data submitted by the Contractor will be used by the Employer for the purpose of this Contract only. By entering into the Contract, the Contractor is regarded to have agreed to and to have obtained from each individual whose personal data is provided by the Contractor to the Employer for the purpose of the Contract, his consent for the disclosure, use and further disclosure by the Employer for the purposes of the Contract and all other purposes arising from or incidental to it. Under the provisions of the Personal Data (Privacy) Ordinance (Cap. 486) ("**PDPO**"), an individual to whom personal data belongs and a person authorized by him in writing has the right to request access to or correction of personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the PDPO. The right of access includes the right to obtain a copy of the personal data provided. Written enquiries or requests should be addressed to the Project Manager with sufficient details, failing which the Project Manager may be unable to process and consider the incomplete information submitted.

(H) Should the Project be terminated prematurely due to any reasons or completed satisfactorily as certified by the Employer or the Employer's Representative, the Contractor shall return all related findings, statistics, documents, materials belonging to the Employer and related to the Contractor, and/or destroy any information collected from the Employer or the Employer's Representative including both hard copies and electronic copies within SEVEN (7) working days of the termination or completion.

(I) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

## 10 Data Privacy

(A) If for the purposes of the Contract the Contractor collects personal data on the Employer's behalf or the Employer will entrust personal data with the

Contractor, the Contractor shall comply in all aspects with the Personal Data (Privacy) Ordinance (Cap. 486) and any other applicable data protection laws and regulations in relation to the personal data that it collects or processes on behalf of the Employer.

(B) The Contractor shall procure that its sub-contractors be subject to the same data protection obligations the Contractor owes to the Employer and remain fully liable to the Employer for the fulfillment of the obligations of itself and its sub-contractor(s).

(C) The Contractor shall have personal data protection policies and procedures in place and implemented and provide adequate training to its relevant staff. The Contractor shall take all reasonable precautions and exercise all due diligence to protect the entrusted personal data from leakage, unauthorized or accidental access, processing, erasure, loss or use.

(D) Save for those personal data with the purpose for which has not been fulfilled, timely return, destruction or deletion of the personal data shall be strictly abided by the Contractor. The use or disclosure of the personal data for any purpose other than the purpose for which the personal data is entrusted to the Contractor by the Employer under the Contract is strictly prohibited.

(E) The Contractor shall notify the Employer promptly and without undue delay of any potential data breach involving the entrusted personal data. The Contractor and its applicable sub-contractors shall cooperate with the Employer to investigate and mitigate the relevant impact and prevent any recurrence. The Contractor shall also comply with any requests or directions from the Employer and the related authorities and/or regulators in relation to the personal data.

(F) The Contractor shall give all reasonable assistance to the Employer for the purpose of audit inspection by the Employer on such records, personal data and other information held by the Contractor in relation to the handling and storage of the entrusted personal data. The Contractor shall also answer queries or supply information reasonably requested by such personnel in pursuance of such audit inspection.

(G) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

## 11 Cybersecurity

(A) The Contractor shall take and procure that its sub-contractors take all reasonable cybersecurity measures to protect any and all information and data (including personal data mentioned in this Clause) relating to the Assignment stored or processed electronically from leakage or divulgence and ensure that no such information and/or data would be accessed or obtained or viewed or otherwise known to any third parties that are not meant to be involved in the Contractor's discharge of its obligations under the Project.

(B) The Contractor shall be and procure that its sub-contractors be keenly aware of cybersecurity risks such as phishing attacks, Internet of Things attacks, identity theft, ransomware, password attacks, web attacks, malware attacks, etc., ensure that its electronic devices which are used to store, process, transfer such information and/or data are immune from such risks, and shall avoid all such risks.

(C) If any information and/ or data (including personal data mentioned in this Clause) is leaked or divulged or accessed or obtained or viewed or otherwise known to any third parties that are not meant to be involved in the Contractor's discharge of its obligations under the Project as a result of the Contractor's breach of its duties under sub-clauses (A) and (B) above, the Contractor shall indemnify the Employer from any and all losses and/or damages suffered by the Employer so caused by the Contractor's breach.

(D) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

## 12 Information to be supplied by the Employer

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

## 13 Information to be supplied by the Contractor

The Contractor shall keep the Employer and the Employer's Representative informed of all matters related to the Contract within the knowledge of the

Contractor including details of all staff employed by the Contractor and all other people directly or indirectly engaged by the Contractor and shall, when requested to do so, answer all reasonable enquiries received from the Employer and the Employer's Representative, render reports at reasonable intervals when asked to do so and make viable recommendations to the Employer and the Employer's Representative as to the manner in which the Assignment should be proceeded with.

## 14 Retention of Documents and Audit Inspection

(A) For a period of TWO (2) years commencing from the completion of the Works or provision of the Services or supply of the Goods under the Contract, the Contractor shall retain and provide space at its own costs to retain all softcopies and hardcopies of all his records, data, accounts and other information in respect of or in relation to its discharge of its obligations under the Contract.

(B) The Contractor shall give all necessary assistance to Employer for the purpose of audit inspection to inspect such records, data, accounts and other information whatsoever in relation to the Project and shall answer queries and/or supply information reasonably requested by such personnel in pursuance of such audit inspection.

## 15 Attendance at Meetings

The Contractor shall, if reasonably possible, attend or be represented at all meetings convened by the Employer to which he may be summoned and shall advise and assist the Employer and the Employer's Representative in all matters relating to the Deliverables.

## 16 Inspection

(A) The Contractor shall permit the Employer and the Employer's Representative to enter its premises at any reasonable time in order to inspect the Goods, Services and/or Works in the course of manufacture, provision or storage. If, as a result of such inspection, the Employer or the Employer's Representative is not satisfied that the Goods, Services and/or Works will comply with the Contract requirements, it shall notify the Contractor in writing and the Contractor shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by the Employer or the Employer's Representative (with or without comments or approval) shall not relieve the Contractor of its obligations under the Contract. It remains the Contractor's duty to ensure full compliance with its obligations under the

Contract.

(B) The Contractor shall at all times provide the Employer and the Employer's Representative with reasonable facilities to inspect or view the Goods, Services and/or Works, documents, records and correspondence in the Contractor's possession relevant to the Contract.

## 17 Approval of Documents

(A) The Contractor shall, when so requested by the Employer or the Employer's Representative, submit to him for his approval such record, data, account or other documents, matters or things prepared by them as a direct requirement of the Assignment as the Employer's Representative may specify or require.

(B) No such approval shall affect or relieve the Contractor of its obligations under the Contract.

## 18 Delegation of Employer's Power

The Contractor shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Employer or the Employer's Representative and, subject to any limitations imposed by the Employer or the Employer's Representative in any letter of authority granted by the Employer or the Employer's Representative, the Employer or the Employer's Representative may delegate his powers to such other person.

Where the Contractor for whatever reason does not manage to reach the Employer's Representative for the purposes set out in the Contract, the Contractor shall liaise with the Employer direct for those purposes. For the avoidance of doubt, the Employer has the power to exercise any right conferred upon the Employer's Representative and may exercise the same as it sees fit.

## 19 Amendments to the Assignment Brief

(A) The Employer shall make any changes to the Assignment Brief which he considers necessary or desirable for the successful completion of the Assignment or the Project.

(B) Any queries on, or suggestions for amendments to the Assignment Brief shall be referred to the Employer for his clarification or instructions regarding further action.

## 20 Written Approval

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

## 21 Consultation

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

## 22 Response to Queries

(A) The Contractor shall promptly respond to queries on the findings and conclusions of this Assignment raised during the period defined in the Assignment Brief by the Employer, the Employer's Representative or by any person who may be appointed or nominated by the Employer or the Employer's Representative for the Project.

(B) The Contractor shall use his best endeavours to promptly respond to queries on the findings and conclusions of this Assignment raised after the period defined in the Assignment Brief by the Employer or any person who may be appointed or nominated by the Employer.

## 23 Exclusive Ownership and Intellectual Property Right Indemnities

(A) The Contractor guarantees that neither the sale nor use of goods nor the performance or provision of the Project Materials will infringe any local or foreign copyright, patent or trade mark or any kind of Intellectual Property Rights.

(B) The Contractor shall indemnify and keep the Employer, its authorized users, assignees and successors-in-title (hereinafter "**indemnified parties**") indemnified from and against:

(i) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against the indemnified parties arising from the Contractor's infringement of any kind of Intellectual Property Rights ("**IP Claims**") in performing its duties under the Contract; and

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

which arise directly or indirectly from or relate to the Contract. The indemnity herein shall survive termination of this Contract (howsoever occasioned).

(C) In event of such IP Claims, the Contractor shall do all things and take such action (including procuring any required licenses, consents of authorizations or modifying or replacing any infringing item) without charge to the Employer as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the Employer will use reasonable endeavors to mitigate its loss; the Contractor shall at all times act in such a way as to minimize interruption and disruption to the operation of the Employer.

(D) The Employer shall become the exclusive owner of all Project Materials, save those Project Materials under licence or those Project Materials in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the Contractor under the Contract. Notwithstanding the above, the Contractor hereby grants the Employer and its affiliates an irrevocable royalty free license to use, copy or modify such pre-existing materials for its internal business purposes.

(E) The Intellectual Property Rights in the Project Materials shall upon creation be vested in the Employer. In the event that the Contractor requests and the Employer grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to the Employer, the Contractor hereby grants to the Employer and its affiliates an irrevocable royalty free license to use, copy or modify the Project Materials with a right to sublicense those Project Materials to third parties for any purposes intended by the Employer. For the avoidance of doubt, any such license granted shall not be determined if the Contract is suspended or terminated

pursuant to Clause 43 or otherwise.

## 24 Care, Diligence and Indemnity

(A) The Contractor shall exercise and shall ensure that its sub-contractors exercise all reasonable professional skill, care and diligence in the performance of all and singular of the Services or carrying out the Works and, insofar as his duties are discretionary, shall act fairly between the Employer and any third party.

(B) The Contractor acknowledges that time and quality are of the essence in the performance of the Contract, and the Contractor shall deliver the Goods to the designated place, provide the Services and/or carry out the Works in strict adherence to the delivery date(s) or schedule(s) or completion date set forth in the Contract or extended pursuant to the terms of the Contract or otherwise agreed by the Contractor and the Employer's Representative. If the Contractor shall fail or refuse to make delivery of the Goods in the Project Materials as aforesaid, the Employer shall have the right to cancel / terminate the Contract and to procure the Goods from any other sources and the Contractor shall be liable for any sum so incurred in excess of the Contract price.

(C) All Project Materials are subject to inspection and rejection by the Employer notwithstanding any prior payment, which, in itself and without more, does not mean or imply the Employer's acceptance of the Project Materials. The Project Materials would be accepted by the Employer if the Project Materials have been provided / performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Employer.

(D) The Project Materials must conform in all respects with the Contract requirements. All Goods/Works in the Project Materials must be of sound materials, workmanship (and design, where the Contractor is responsible for this), and shall be equal in all respects to relevant samples or patterns provided by or accepted by the Employer. All Services in the Project Materials shall be performed in a sound manner and shall be free from any defects (major or minor) including (to the extent that the Contractor is responsible for design) defects in design or installation.

(E) The Project Materials shall be in accordance with any applicable local or international standards. The Project Materials shall at the time of delivery or performance comply with all relevant requirements of any applicable statute,

statutory rule or order or other instrument having the force of law.

(F) The Employer's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Project Materials only suggests the receipt of the Project Materials, and is not evidence of actual quantity, quality or condition of the Project Materials or the Employer's acceptance of the Project Materials.

(G) Acceptance of all or part of the Project Materials shall not:-

(i) waive the Employer's right to cancel or return all or any portion of the Project Materials that do not conform to the Contract requirements;

(ii) oblige the Employer to accept future delivery of the Project Materials; or

(iii) preclude the Employer from making any claim for damages or breach of warranty; or

(iv) prejudice the Employer's right to reject any and all of the Project Materials that do not meet the provisions of sub-clause (D) of this Clause.

(H) All Project Materials must pass the Employer's acceptance tests. The Employer shall be entitled to reject any and all Project Materials that do not meet the provisions of sub-clause (D) of this Clause. If by the nature of the Project Materials any defects or any failure to conform to sub-clause (D) of this Clause does not or would not become apparent (despite the carrying out of any examination or acceptance tests) until after use, the Employer may reject the same even after a reasonable period of use. No Project Materials returned as defective by the Employer shall be replaced by the Contractor without a prior written notice by the Employer of the rejection.

(I) Any Project Materials rejected under sub-clause (H) must at the request of the Employer be replaced or re-performed as the case may be by the Contractor at the Contractor's own expense. Alternatively, the Employer may elect (at the Employer's option) to terminate the Contract pursuant to the terms and conditions of Contract in respect of the rejected Project Materials in question and the whole of the remainder of the Project Materials (if any)

covered by the Contract. All rejected Goods of the Project Materials will be removed from the site and returned to the Contractor at the Contractor's expense. If the Contractor fails to remove the rejected Goods from the site, the Employer may continue to store such Goods and the Contractor shall fully reimburse the Employer for all storage costs and delivery costs incurred or to be incurred immediately upon the Employer's demand in writing.

(J) Without prejudice to the Employer's rights under sub-clause (I) under this Clause, the Employer shall be entitled to return any Goods to the Contractor for a full refund in respect of such returned Goods within THIRTY (30) days of the Employer's demand for return. All rejected Goods of the Project Materials will be returned to the Contractor at the Contractor's expense. If the Contractor fails to so refund within THIRTY (30) days of the Employer's demand for return, the Contractor shall be liable to pay interest on such amount(s) to be refunded at an interest rate of 1% above the rate of prime.

(K) The Contractor shall, in respect of any work done or information supplied by or on behalf of the Employer, report to the Employer any errors, omissions and shortcomings of whatsoever nature of which the Contractor becomes aware in carrying out the Assignment.

(L) The Contractor shall advise the Employer, as soon as practicable, of any actual or foreseeable delay in meeting the delivery schedules or date for completion and the reason therefor.

(M) The Contractor shall indemnify and keep indemnified the Employer against all claims, damages, losses or expenses arising out of or resulting from any negligence in or about the conduct of and performance by the Contractor, his servants or agents or sub-consultants/sub-contractors of all tiers, in carrying out the Assignment.

(N) The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of the Contract, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.

(O) The Contractor shall be liable for, and shall indemnify the Employer against,

any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of the Contract, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.

(P) The Contractor has to keep all the Contractor's property in safe custody or that of his sub-contractors and/or sub-consultants and employees on site. The Contractor shall indemnify the Employer in respect of any loss, damages, injury or death of the Contractor, his sub-contractors/sub-consultants and employees in consequence of the malfunction of, loss of or damage to the said property, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.

(Q) Unless it is specifically allowed in other part of the Contract, if the Contractor or the Employer shall default on carrying out its obligations under the Contract, the Contractor or the Employer may by notice in writing to request the defaulting party to perform the obligations promptly in order to avoid and minimize any loss and damage that such failure may cause. In addition, the defaulting party shall indemnify any direct loss or damages so caused to the Contractor or the Employer (as the case may be) as a result of the default of this Contract.

(R) If either the Contractor or the Employer has breached any terms and conditions under this Contract, the defaulting party shall indemnify against all related actual financial losses and expenses necessarily incurred by the Contractor or the Employer (as the case may be) arising from the breach.

(S) The Employer has the rights to recover any expense, loss or claim from payment payable to the Contractor by notice in writing, the same may be deducted or offset from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other contracts the Contractor has entered into with the Employer.

(T) The Contractor's liability for loss or damages arising from or in relation to this Project, as a result of breach of contract, tort (including negligence,) or otherwise in relation to the Contractor's performance of its obligations under the Contract, is limited to a liability cap as THREE (3) times of the Contract

sum. This sub-clause does not apply when the Court or an arbitral tribunal finds that the Contractor has engaged in willful misconduct or fraudulent behavior or gross negligence or a fundamental breach of the Contract.

(U) The sub-clauses of this Clause in respect of the Contractor's obligations to indemnify the Employer shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

(V) Subject always to the Employer's right of rejection (in which case all title to and risks in any rejected Goods in the possession of the Employer shall remain with or pass back to the Contractor upon the Employer's request for rejection), all title and risks in the Goods shall pass from the Contractor to the Employer upon delivery and written acceptance of the Goods by the Employer.

(W) The Contractor shall provide and employ and shall ensure that any of his sub-contractors shall provide and employ in connection with the execution of the Services sufficiently skilled, competent, qualified, experienced personnel as are necessary for the proper and timely execution of the Services.

## 25 Instruction and Procedure

The Contractor shall comply with all reasonable instructions of the Employer and the Employer's Representative. The Employer and/or the Employer's Representative may issue to the Contractor general instructions on procedure and shall supply such additional information as may be required. The Contractor shall follow such procedures as far as possible and shall obtain prior written approval from the Employer or the Employer's Representative for any intended major departure from such procedures. Nothing in this Clause shall relieve the Contractor's obligations under the Contract.

## 26 Approval for Variations and Claims

The Contractor shall obtain prior written approval from the Employer or the Employer's Representative for any order of a variation to the Project Materials under the Contract or the commitment of the Employer or the Employer's Representative to expenditure for the Project Materials under the Contract other than in respect of claims, if the value of such order or commitment is estimated to exceed the sum specified in the Assignment Brief, or if not specified in the Assignment Brief, as advised in writing by the Employer or the Employer's Representative. If the Contractor fails to obtain such prior written approval before carrying out any

variation or committing to expenditure for the Project Materials, the Contractor shall be entitled to no additional time or payment for such variation and commitment to expenditure and Employer may require the Contractor to rectify any unapproved variation at the Contractor's own costs.

## 27 Submission of Variations and Claims

(A) Without prejudice to the requirements of Clause 26 the Contractor shall:

(i) submit the details of every intended variation to the Project Materials, including the reasons for it and its estimated value, to the Employer or the Employer's Representative for information as soon as possible;

(ii) as soon as the value of the intended variation to the Project Materials has been determined, submit the details of the valuation to the Employer or the Employer's Representative for approval;

(iii) report to the Employer or the Employer's Representative all claims for additional payment made by the Contractor and refer to the principles underlying their assessment of each claim, to enable the Employer or the Employer's Representative to be duly informed in approving or not approving the variation; and

(iv) report to the Employer or the Employer's Representative all actual or foreseeable delays to the progress of the Project Materials and refer his assessment of granting of extension of time for completion, if any, to enable the Employer or the Employer's Representative to be duly informed in approving or not approving the variation.

(B) The foregoing submissions, referrals and reporting to the Employer or the Employer's Representative shall be in writing.

## 28 Programme to be Submitted and Agreed

(A) The Contractor may propose changes to some or all of the key dates specified in the Assignment Brief for incorporation into the draft programme prepared under sub-clause (B) of this Clause for the Employer or the Employer's Representative to agree. If any of such proposed changes are agreed by the Employer or the Employer's Representative, who may impose conditions on his agreement, the corresponding key dates shall be changed and the changed dates incorporated into the draft programme.

(B) The Contractor shall submit a draft programme which shall be in accordance with the requirements of the Assignment Brief and shall incorporate the key dates specified in the Assignment Brief, including any changes agreed under sub-clause (A) of this Clause. The Employer or the Employer's Representative shall either agree the draft programme or instruct the Contractor to submit a revised draft programme which the Contractor shall prepare.

(C) If the Employer or the Employer's Representative do not agree the revised draft programme submitted under sub-clause (B) of this Clause, he shall issue an instruction under Clause 25 to the Contractor.

(D) When the Employer or the Employer's Representative has agreed the draft programme or the revised draft programme submitted under sub-clause (B) of this Clause or such other draft programme as may result from sub-clause (C) of this Clause, the agreed draft programme or revised draft programme shall become the Agreed Programme for carrying out the Assignment and shall be amended only with the prior written approval of the Employer or the Employer's Representative.

## 29 Payment

Subject to the other provisions of this Agreement and to the Contractor duly and promptly delivered the Project Materials to the satisfaction of the Employer, the Employer shall pay the Contractor in accordance with the Fee Proposal or the Purchase Order (as the case may be).

## 30 Fees to be Inclusive

(A) Prices and the currency shall be as specified in the Contract. Unless provided otherwise, the fees set out in the Fee Proposal or the Purchase Order (as the case may be) shall be inclusive of all taxes, labour, materials and expenses incurred in the course of provision of the Project Materials.

(B) If required by the Employer, the detailed price list should also be provided, covering all items affecting the price such as the taxes, service charges, etc.

## 31 Payment in Hong Kong Dollars

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

## 32 Expenses incurred in currencies other than Hong Kong dollars

The Contractor shall specify in its claims for other reimbursement expenses incurred

in currencies other than Hong Kong dollars the date on which the expenses were paid. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking Corporation at the commencement of business on the date the expense was paid.

## 33 Payment of Accounts

(A) Subject to clause 29, the Contractor shall submit the Employer an invoice and accompanied by such documents, information and explanations as the Employer may require in respect of the Project Materials. The Employer may request such further documentation as it deems necessary or desirable to verify the invoice. Original invoices shall be submitted by mail to Employer's headquarters (of which the address may be changed upon the Employer's written notice to the Contractor) unless otherwise required by the Employer.

(B) Except as provided for in sub-clause (C) of this Clause accounts of all money due from the Employer to the Contractor in accordance with the Contract shall be paid within THIRTY (30) days of the invoice and supporting documentation requested by the Employer and receipt and verification of the Contractor's invoice and supporting documentation by the Employer.

(C) If any item or part of an item of an account rendered by the Contractor is reasonably disputed or subject to reasonable requisitions by the Employer or the Employer's Representative, the Employer shall within THIRTY (30) days after receipt of the invoice by the Employer inform the Contractor in writing of all items under dispute or subject to requisitions. The Contractor shall cancel the original invoice and reissue an invoice for the undisputed amount within TEN (10) days.

(D) The Contractor and the Employer shall promptly investigate any disputed invoice and shall act reasonably to resolve the dispute. Any disputed invoice or part of an invoice agreed by the Employer to be payable following resolution shall be re-invoiced as appropriate. Notwithstanding the foregoing, the Contractor shall continue to provide the Project Materials in full as if the dispute and/or requisitions did not exist.

(E) The Contractor shall be responsible for ensuring that all information on invoices is complete and accurate, and that specific reference is made to the Contract reference number assigned by the Employer.

## 34 Rendering of Accounts

The Contractor shall render his accounts for interim payments in accordance with the Fee Proposal or the Purchase Order (as the case may be).

## 35 Payment for Additional Services

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

(i) explanations of adjustments made under sub-clause (B) of Clause 7;

(ii) changes to the Assignment Brief made under sub-clause (A) of Clause 19;

(iii) clarifications or instructions given under sub-clause (B) of Clause 19; and

(iv) instructions given under Clause 25.

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

## 36 Reduction of Lump Sum Fees

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

(i) explanations or adjustment made under sub-clause (B) of Clause 7;

(ii) changes to the Assignment Brief made under sub-clause (A) of Clause 19;

(iii) clarifications or instructions given under sub-clause (B) of Clause 19; and

(iv) instructions given under Clause 25;

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

## 37 Notifications and Payment for Delays

(A) The Contractor shall not be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services or extension of the date for completion if the causes of delay are the fault of the Contractor and/or not the fault of the Employer.

(B) The Contractor shall notify the Employer or the Employer's Representative when a delay arises or when it is apparent that a delay is likely to arise within THIRTY (30) days and shall detail what in his opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur.

(C) The Contractor shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Employer or the Employer's Representative details of the records being kept in respect thereof. The Employer or the Employer's Representative may require the Contractor to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim, but the Employer or the Employer's Representative shall not be deemed to have admitted liability in this situation unless the Employer or the Employer's Representative expressly so agree in writing. The Contractor shall permit the Employer and/or the Employer's Representative to inspect all records kept pursuant to this Clause and shall supply copies thereof at its own expense as and when the Employer or the Employer's Representative so require.

(D) After the giving of a notice of delay to the Employer or the Employer's Representative under sub-clause (B) of this Clause, the Contractor shall, as soon as is reasonable, send to the Employer or the Employer's Representative a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer or the Employer's Representative may reasonably require, the Contractor shall send to the Employer or the Employer's Representative further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.

(E) If the Contractor fails to comply with the provisions of sub-clause (B) of this Clause in respect of any claim, the Contractor shall not be entitled to claims for additional time and/or costs for the delay and such claims shall not be

considered.

(F) Without affecting the generality of sub-clause (E) of this Clause, if the Contractor fails to comply with the provisions of sub-clauses (C) or (D) of this Clause in respect of any claim, the Employer or the Employer's Representative may consider such claim only to the extent that the Employer or the Employer's Representative are able on the information made available.

(G) The Contractor shall take all reasonable steps to mitigate the costs which may be incurred as a result of the delays.

(H) Without affecting the generality of sub-clauses (A), (B) and (E) of this Clause, the Employer may extend the date for completion if the causes of delay are the fault of the Employer or persons for whom the Employer is responsible.

## 38 Employer's Assignment and Novation

(A) The Employer may assign or transfer the whole or any part of its rights and/or benefits under the Agreement at any point in time to any third party without the Contractor's consent. Any such assignment or transfer shall be notified to the Contractor as soon as practicable.

(B) The Employer shall have the right to novate to a third party ("**Novatee**") all of the Employer's rights, interests and benefits, obligations, liabilities and duties, without limitation, known and unknown, existing and contingent, actual and otherwise, in connection with the Agreement at any point in time. The Contractor shall enter into a novation agreement with the Employer and the Novatee to the effect that:

(1) the Novatee shall assume all rights, interests and benefits, obligations, liabilities and duties of, and all claims for and against, the Employer in connection with the Agreement in place of the Employer as if the Novatee were the original party to the Agreement;

(2) the Novatee shall have power to exercise all rights expressed to be those of the Employer under the Agreement;

(3) the Novatee shall perform and comply with, and be bound by, each and every duty and obligation of the Employer under the Agreement as if the Novatee were named in the Agreement in place of the Employer; and

(4) the Contractor shall release and discharge the Employer from any and all obligations, liabilities and duties in relation to the Contractor of any kind, known and unknown, existing and contingent, actual and otherwise in connection with the Agreement.

A specimen of the novation agreement is annexed as Appendix 1 hereto.

## 39 Contractor's Non-Assignment

The Contractor shall not, without the prior written consent of the Employer, assign or otherwise transfer the benefit and/or obligations of the Contract or any part thereof to any third party, and the performance of the Contract by the Contractor shall be deemed to be personal to the Contractor.

## 40 Employment and Replacement of sub-consultants / sub-contractors

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

(i) the appointment of sub-consultants / sub-contractors to undertake any part of the Assignment; and

(ii) the replacement of any sub-consultants / sub-contractors appointed under sub-clause (i) of this Clause.

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

The appointment of sub-consultants / sub-contractors to undertake any part of the Assignment shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, default and neglects of any sub-consultants / sub-contractors, their agents, servants or workmen fully as if they were the acts, default and neglects of the Contractor, the Contractor's agents, servants or workmen.

## 42 Publicity relating to the Contract

The Contractor shall submit to the Employer all advertising or other publicity materials relating to the Contract or the Project Materials in connection with the Contract wherein the Employer's name is mentioned or language used from which a connection with the Employer can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity materials without the prior

written consent of the Employer.

## 43 Suspension, Resumption or Termination

(A) If the Contractor is delayed or prevented from performing its obligations under the Contract by circumstances beyond its reasonable control (including acts of God, war, riot etc.), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Contract, the Contract may be terminated by the Employer.

(B) Unless sub-clause (A) of this Clause applies, the Employer reserves the right to terminate the whole or any part of the Contract or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and requirements specified in the Contract and with the foregoing conditions, in particular with Clause 24, compliance with which by the Contractor is of the essence and a fundamental condition of this Contract.

(C) The Contract may be suspended or terminated by the Employer for convenience without giving any reason by giving the Contractor ONE (1) month's prior notice in writing.

(D) Upon suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be paid all fees and expenses commensurate with the Services performed by them and accepted by the Employer up to the date of suspension or termination less all fees and expenses previously paid to the Contractor. The Contractor has the obligations to stop work immediately but in an orderly manner and deliver to the Employer documents in its possession, custody and/or control relating to the Project. The Employer shall not be liable for any loss of profits and other losses incurred by the Contractor as a result of the termination or suspension caused by the Contractor or arising from a fault on the part of the Contractor.

(E) In the event of suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for the related actual financial commitment or obligation outstanding after the giving of the notice of suspension or termination which he has properly incurred in accordance with the Contract prior to the giving of the notice of suspension or termination.

(F) The payments referred to in sub-clauses (D) and (E) of this Clause shall be

deemed in full and final payment for the Project Materials up to the date of suspension or termination. The Contractor shall be entitled to such payments only if the suspension or termination is not attributable to default on the part of the Contractor.

(G) For service resumption after suspension, the Employer shall give a written notice to the Contractor in no less than SEVEN (7) working days before the planned resumption date of the Project. The Contractor shall thereafter continue with the Services with the same terms and conditions set forth in the Contract. The Project period shall be extended for a period corresponding to the period of suspension or otherwise mutually agreed between the Employer and the Contractor.

(H) In the event of suspension and subsequent resumption of the Project the Contractor shall be reimbursed any expenses necessarily incurred as a result of such resumption.

(I) If the Project is resumed any payment of fees under this Clause except in respect of abortive work that has to be re-done shall rank as payment on account towards the payable payment under the Contract.

(J) Should the Contract continue to be suspended for a period of more than two years then either:

(i) it may be terminated upon the written notice of either party; or

(ii) it may be renegotiated with the agreement of both parties.

(K) Upon expiry or early termination of the Contract (howsoever occasioned):

(i) the Contract shall be of no further force and effect, but without prejudice to:

(1) the Employer's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Employer to terminate the Contract);

(2) the rights and claims which have accrued to a Party prior to the

Termination; and

(3) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the termination of the Contract.

(L) If there is any breach of GCC Clause 4, the Employer may terminate the Contract and the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted by the Employer before the termination of the Contract but was not paid for at the time of termination). The Contractor shall be liable for the related actual financial loss or expenses necessarily incurred by the Employer as a result of the termination of the Contract.

(M) Without affecting the generality of the foregoing sub-clauses and notwithstanding any provision in this Contract, upon the occurrence of any of the following events, the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted at the Employer before the termination of the Contract but was not paid for by the time of termination) and the Employer may (a) immediately terminate the Contract without prior notice, (b) engage a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract, (c) claim for loss, damage and/or expense incurred by the Employer against the Contractor as a result of the termination of the Contract under this sub-clause (including engaging a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract), (d) carry out, deliver and complete such Goods / Services by its own resources or by other contractors:

(i) the Contractor, his sub-contractors of any tiers or employees or agents or the subcontractors' employees have engaged or are engaging or are reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary or prejudicial to the interest of national security; or

(ii) the continued engagement of the Contractor his sub-contractors of any tiers or employees or agents or the subcontractors' employees or the continued performance of the Contract is contrary or prejudicial to the interest of national security.

(iii) the Contractor shall at any time become bankrupt, insolvent, or shall be placed in receivership or go into liquidation or receivership, or a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Contractor, but without any prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to the Employer;

(iv) the Contractor is found to be or is reasonably suspected to have been involved in collusion in the quotation process, and breach or non-compliance with any requirements of the Anti-collusion Clause of the Terms of Quotation and/or Conditions of Tender (in which case the Employer also has the right to report all suspected instances of bid-rigging to the Competition Commission ("**Commission**") established under the Competition Ordinance (Cap. 619) and provide the Commission with any relevant information, including but not limited to information on the bid and the Contractor's personal data; the Contractor may also lose his right for submitting quotations or tenders to the Employer in the future);

(v) the Contractor or the Contractor's sub-contractors of any tiers or employees or agents or the subcontractors' employees do not comply or are reasonably suspected to fail to have complied with the relevant laws of HKSAR (including but not limited to Prevention of Bribery Ordinance (Cap. 201) as set out in Clause 47 below) and the terms and conditions of the Contract;

(vi) any serious accident (personal injury/ death/ damage to property) occurs arising from or is reasonably suspected to have arisen from the Contractor's failure to comply with any sub-clauses of Clause 50.

The Employer shall be entitled to deduct from monies otherwise payable to the Contractor to cover the actual loss being suffered by the Employer; if the monies otherwise payable to the Contractor are not sufficient to cover the Employer's actual loss, the Contractor shall be liable to fully reimburse the Employer for the same accordingly.

## 44 Probity

The Contractor shall at all times be a business entity of integrity. Its tendering,

contracting and/or sub-contracting practices shall be transparent and the Contractor must be accountable for the same. The Contractor shall secure due and timely payment to its suppliers, sub-contractors and employees.

## 45 Appeal to Employer

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

## 46 Settlement of Disputes

(A) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, either party shall be entitled to refer the dispute or difference to the Employer and the partner or director of the Contractor, who shall meet within TWENTY ONE (21) days of such matter being referred to them.

(B) If the dispute or difference cannot be resolved within TWO (2) months of a meeting under sub-clause (A) of this Clause or upon written agreement of the Employer and the Contractor that the dispute or difference cannot be resolved in such meeting, either the Employer or the Contractor may at any time thereafter request that the matter be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modification thereof for the time being in force.

(C) If the matter cannot be resolved by mediation, or if either the Employer or the Contractor do not wish the matter to be referred to mediation then either the Employer or the Contractor may within the time specified herein require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Chapter 609, Laws of Hong Kong) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within NINETY (90) days of either the refusal to mediate, or the failure of the mediation. The parties agree that all provisions of Schedule 2 to the Arbitration Ordinance are applicable to the arbitration.

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

## 47 Prevention of Bribery

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

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

## 48 Declaration of Interest

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

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

# 49 Insurance

(A) Employees' Compensation Insurance Policy

(i) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, and unless the Assignment Brief otherwise specifies, the Contractor shall at his own expenses warrant to take out and maintain an Employees' Compensation Insurance Policy ("**EC policy**") covering all liabilities arising from any death of, accident or injury to any workmen or other persons in the employment of the Contractor and any sub-contractor of all tiers and the Employer and/or any related subsidiaries of the Employer shall not be liable for any damages or compensation in respect thereof. Such EC policy shall be maintained during the Contract period and for the whole of the time that such workmen or other persons are employed on the delivery of Goods / Works / Services including the Maintenance Period. In this EC policy, the Employer and/or any related subsidiaries of the Employer should be named as joint insured and "Waiver of Subrogation Clause against Construction Industry Council and/or any related subsidiaries of Construction Industry Council (if any)" should be included. Considering the Employer and/or any related subsidiaries are named as joint insured in this insurance cover, W338 Indemnity to Principal Clause is optional to be included. However, the wording of "the Company shall not be liable under this Endorsement (except under the Ordinance) in respect of any injury by Accident or Disease due to or resulting from any act default or neglect of the Principal (Employer) his servants or agents" should be removed from clause wording of W338 Indemnity to Principal Clause. If the Contractor shall fail to effect and maintain the EC policy or if the Contractor shall fail to provide any evidence thereof which he is required to under item (i), the Employer may at its own discretion terminate the Contract.

(ii) Before the commencement of delivering Goods and/or Services under the Contract, the Contractor shall, subject to the terms of the Assignment Brief, effect and maintain an EC policy, in joint name with the Employer and/or any related subsidiaries (including Endorsements revised W348 and W204) which he is required to effect pursuant to item (i) above together in case of sub-contractor(s) involved with satisfactory proof of payment of the current premiums thereof, and produce a copy of the EC policy to the Employer unless otherwise mentioned in the assignment brief. If the Contractor shall

fail to effect and maintain the EC policy or if the Contractor shall fail to provide any evidence thereof which he is required to under item (ii), the Employer may at its own discretion terminate the Contract. The Contractor shall effect and keep in force during the Contract period at his own expense a policy of insurance against all claims, demands or liability aforesaid in the Contract with an insurance company of the Employer's choice and shall continue such insurance during the continuance of the Contract.

(iii) In the event of any of the Contractor's sub-contractors of all tiers or employees or agents or the subcontractors' employees suffering any injury or death in the course of the Contract and whether there be a claim for compensation or not, the Contractor shall within SEVEN (7) working days give notice in writing of such injury or death to the Employer.

(B) Public Liability Insurance Policy (**"PLI policy"**)

Without limiting the Contractor's obligations under the Contract, and if the Assignment Brief so specifies, the Contractor shall take out and maintain until the end of the term of the contract, a PLI policy of Insurance cover in the joint names of the Employer and/or any related subsidiaries, the Contractor and subcontractors of any tier in a sum of not less than HK$30,000,000 for any one accident and unlimited during the period of insurance, against any liability, loss, claim, expense or proceedings whatsoever incurred, sustained or made by any person arising under any Enactment or at common law, in respect of the personal injury or death of any person or the damage to any real and/or personal property arising out of the execution of the Services or any act or omission by the Contractor in connection with the Contract, with established insurers of repute, subject to the Employer's approval unless otherwise mentioned in the assignment brief. If the said PLI policy provides that the insurers will not be responsible for payment of any certain amount of compensation (including, without limitations, the amount of any excesses and deductibles), the Contactor shall be solely responsible for such payment and shall reimburse the Employer forthwith if the Employer shall be required to make such payment. For the avoidance of doubt, if the Assignment Brief specifies other requirements for the PLI policy, the requirements specified in the Assignment Brief shall prevail over the requirements under this Clause 49(B).

(C) Not used

(D) Professional Indemnity Insurance Policy (**"PII policy"**)

(i) Without limiting his obligations and responsibilities nor his liability to indemnify the Employer under Clause 24 the Contractor shall, if the Assignment Brief specifies, as from the date of commencement of the Contract, and thereafter, maintain an insurance cover up to 6 years from contract completion to meet any claims that may be made by the Employer in respect of any negligence in or about the conduct of and performance by the Contractor, his sub-consultants of all tiers, his servants and agents of all and singular the Services.

(ii) In the event that through no fault of the Contractor it becomes impractical or unreasonable to maintain the said cover for the full period required by sub-clause (i) of this Clause, the Contractor may propose alternative arrangements for the Employer's approval.

(iii) The foregoing insurance policy or policies shall be affected with an insurer (or insurers) and in terms acceptable to the Employer. Throughout the period of insurance, the Contractor shall each year lodge with the Employer a certificate signed by and on behalf of the Contractor's insurers stating that the said policy or policies of insurance remain in full force.

(iv) Unless otherwise specified in the Assignment Brief, the amount of insurance cover as mentioned in sub-clause (i) of this Clause shall be a minimum of THREE (3) times of the Contract sum or HK$10,000,000 in the aggregate, whichever is higher.

## 50 Safety Precaution

(A) The Contractor shall be responsible for taking all necessary steps in ensuring the safety of all persons and properties affected by the Services stipulated under the Assignment in the vicinity of the Services at all stages, whether or not they are engaged in the execution of the Services. The Contractor shall throughout the progress of the Services take full responsibility for the adequate stability and safety of all operations on the Site.

(B) Pursuant to the Employer's Contractor's Safety Requirements, Factories and Industrial Undertakings Ordinance (Cap. 59), Occupational Safety and Health Ordinance (Cap.509) and all sub-legislations thereunder, whilst executing the Contract, it shall be the duty of the Contractor to ensure the health and safety

at work of all persons employed by him, and it shall be the duty of every person employed to take care for the safety of himself and of other persons who may be affected by his acts or omissions at work. The Contractor shall ensure full compliance of all such requirements.

(C) The Contractor, his subcontractors of all tiers and employees employed by the Contractor for construction work or container handling under the Contract shall hold valid Construction Industry Safety Training Certificates (commonly known as "**Green Cards**") and any other relevant mandatory certificates required for safe operation of equipment/machines for the works.

(D) In addition, the Contractor, his subcontractors of all tiers and employees employed by the Contractor for construction trade(s) of high risk under the Contract shall also hold valid Specified Trade Safety Training Certificates (commonly known as "**Silver Cards**").

(E) The Contractor must supervise and ensure all his sub-contractors and employees wear appropriate personal protective equipment, including but not limited to, protective clothing, safety helmet, safety shoes, harness, fall arresting system, eye-protector, ear protector, and mask, etc., as the Employer may consider necessary or appropriate or as are legally required. Any such personal protective equipment must be provided, maintained and replaced as necessary by the Contractor at his own expenses.

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

(G) The Contractor shall take adequate steps (e.g. provide a suitable working platform) and provide all necessary equipment at its own expenses to prevent any person from falling from a height of 2 metres or more. The Employer's Guidelines on Work-above-ground Safety shall be strictly followed.

(H) Without prejudice to the foregoing provision, the Contractor shall adopt all reasonable measures to ensure the health, safety and wellbeing of its employees, and those of third parties on the site. The Contractor shall also ensure that the Contractor and his sub-contractors of all tiers comply at all times with all relevant legislations, statutory rules and regulations, and all guidelines, best practices and industrial standards published and/or updated by the Employer from to time (including but not limited to those annexed hereto

(if any)). The Contractor is encouraged to achieve higher standards where possible.

## 51 Avoidance of Nuisance and Making Good Working Areas

(A) The Contractor shall take all necessary measures to ensure that the Contractor's operations be carried out in such manner as to cause as little inconvenience as possible to the residents, the public or the operation of construction sites in the vicinity of the premises where the Contractor carries out the Services. The Contractor shall be held responsible for any claim, which arises from non-compliance with this clause.

(B) The Contractor shall take all reasonable care so as not to cause any damage to property or not to cause any nuisance. The Contractor shall indemnify the Employer from any claim against the Employer arising from default of the Contractor in this respect.

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

(D) The Contractor shall confine his operations to the minimum areas required for the Services and shall at all times work in a clean, tidy and considerate manner having proper regard to other contractors and/or consultants working in the same site. As soon as service has been completed at any location, the Contractor shall remove all debris resulting from his activities and make good any damage.

(E) All refuse shall be delivered properly to the refuse collection warehouse specified by the Employer at the end of each working day or on any dates specified by the Employer.

## 52 Disclosure of Information

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

(i) the fees, costs and expenses payable by the Employer for engaging the Contractor; and

(ii) the quotation or fee proposal submitted by the Contractor.

## 53 Code of Conduct for Staff

(A) The Contractor shall explicitly prohibit his employees from soliciting or accepting any advantages as defined in the Prevention of Bribery Ordinance (Cap. 201) in discharging its duties under the Contract.

(B) The Contractor shall implement a system requiring his employees to declare to him any interest they or their immediate families have or may have any conflict between their personal interest and their official positions in relation to this Assignment.

(C) The Contractor shall prohibit his employees from taking up any outside work or employment, which could create or potentially give rise to a conflict of interest situation in connection with this Assignment.

(D) The Contractor shall take adequate measures to protect any confidential / privileged information entrusted or obtained in relation to the Contract; and procure that his employees must not disclose to a third party any of such information without prior written consent from the Employer.

(E) The Contractor shall prohibit his employees from introducing or recommending, directly or indirectly, service providers (including contractors) to owners, tenants or occupiers of premises in buildings covered by this Contract.

(F) When carrying out the Works delivered under the Contract, all workers have to wear the temporary work permit issued by Employer. If the temporary work permit is lost, the Contractor, his sub-contractors of all tiers or employees or agents or the subcontractors' employees have to report to the Employer and request a re-issue of the temporary work permit at HK$30 each.

(G) If the Contractor finds it necessary to park their motor vehicles within the premises of the Employer, an application has to be lodged with the Employer in advance. If the application is approved by the Employer, the parking permit issued by the Employer and the contact telephone number of the driver using the parking permit has to be displayed on the motor vehicles.

## 54 Rights of Third Parties

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

## 55 Non-Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this Contract shall prejudice or restrict the rights of that party or be regarded as a waiver of that party, nor shall any waiver of a party's rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

## 56 Severability

In case any provision in this Contract shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

## 57 Not used

## 58 Commencement of the Services

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

## 59 Time for Completion

If the Assignment Brief so specifies, the Services or any part thereof shall be completed within the time or times stated in the Assignment Brief calculated from and including the date for commencement notified by the Employer in accordance with Clause 58 or such extended time as may be determined in accordance with Clause 37.

## 60 Liquidated Damages

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

## 61 Completion of the Services

(A) If the Assignment Brief so specifies, the Contractor shall complete the Services by the date for completion specified in the Assignment Brief or such extended time as may be determined in accordance with Clause 37. When the Services have been substantially completed to the satisfaction of the Employer's Representative, the Contractor may serve notice in writing to that effect to the Employer's Representative, accompanied by an undertaking to carry out any outstanding service during the Maintenance Period (if specified in the Assignment Brief), requesting the Employer's Representative to issue a certificate of completion in respect of the Services. The Employer's Representative shall, within TWENTY-ONE (21) days of the date of receipt of such notice either:

(i) issue a certificate of completion stating the date on which, in the Employer's Representative's opinion, the Services were substantially completed in accordance with the Contract and the Maintenance Period (as specified in the Assignment Brief) shall commence on the day following the date of completion stated in such certificate, or

(ii) give instructions in writing to the Contractor specifying all the services which, in the Employer's Representative's opinion, are required to be done by the Contractor before such certificate can be issued, in which case the Contractor shall not be permitted to make any further request for a certificate of completion and the provisions of sub-clause (B) of this Clause shall apply.

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(B) Notwithstanding the provisions of sub-clause (A) of this Clause, as soon as in the opinion of the Employer's Representative the Services have been substantially completed and satisfactorily passed any final test which may be prescribed by the Contract, the Employer's Representative shall issue a certificate of completion in respect of the Services and the Maintenance Period (as specified in the Assignment Brief) shall commence on the day following the date of completion stated in such certificate.

(C) The Contractor shall carry out any outstanding service as soon as practicable after the issue of the certificate of completion or as reasonably directed by the Employer's Representative and in any event before the expiry of the Maintenance Period (as specified in the Assignment Brief).

(D) The provisions of sub-clauses (A), (B) and (C) of this Clause shall apply equally to any part of the Services.

(E) (i) The Employer's Representative shall give a certificate of completion in respect of any part of the Services which has been completed to the satisfaction of the Employer's Representative and is required by the Employer for permanent use before the completion of the Services or any part thereof.

(ii) The Employer's Representative, following a written request from the Contractor, may give a certificate of completion in respect of any substantial part of the Services which has been completed to the satisfaction of the Employer's Representative before the completion of the Services or any part thereof and is capable of permanent use by the Employer.

(iii) When a certificate of completion is given in respect of a part of the Services such part shall be considered as completed and the Maintenance Period (as specified in the Assignment Brief) for such part shall commence on the day following the date of completion stated in such certificate.

## 62 Not used

## 63 Not used

## 64 Not used

## 65 Not used

## 66 Not used

## 67 Not used

## 68 Not used

**Appendix 1**

## NOVATION AGREEMENT

**THIS NOVATION AGREEMENT** is made the day of 20 .

**BETWEEN:**

**Construction Industry Council**, duly incorporated under the Construction Industry Council Ordinance (Cap. 587 of the Laws of Hong Kong) with its registered office address at 38/F, COS Centre, 56 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong (the "**Employer**");

**[Contractor]**, a company incorporated under the laws of [country] with company number [*] having its registered office at [address] (the "**Contractor**"); and

**[Novatee]**, a company incorporated under the laws of [country] with company number [*] having its registered office at [address] (the "**Novatee**").

**WHEREAS:**

A. The Employer and the Contractor have entered into a Contract for [Tender Title] (the "**Contract**") for [description of services] at [address]. Pursuant to the Contract, the Employer shall have the right to novate to a third party all of the Employer's rights, interests and benefits, obligations, liabilities and duties, without limitation, known and unknown, existing and contingent, actual and otherwise, in connection with the Contract at any point in time.

B. The Employer desires to novate the aforesaid rights, interests and benefits, obligations, liabilities and duties to the Novatee pursuant to the Contract and be released and discharged from the Contract in accordance with this Novation Agreement.

C. The Novatee agrees to take over the Employer's full benefits, obligations and remedies under the Contract from the Employer in accordance with this Novation Agreement.

D. The Contractor agrees that the Novatee takes over the Employer's full benefits, obligations and remedies under the Contract from the Employer in accordance with this Novation Agreement.

E. The date of execution of this Novation Agreement is taken as the Novation Date.

**THE PARTIES AGREE** that:

**Novation**

1. With effect from the Novation Date, the Novatee:

   (a) assumes, in place of the Employer, all rights, interests and benefits, obligations, liabilities and duties of, and all claims for and against, the Employer, known and unknown, existing and contingent, actual and otherwise, in connection with the Contract at any point in time;

   (b) assumes the power to exercise all rights expressed to be those of the Employer under the Contract; and

   (c) shall perform and comply with, and be bound by, each and every duty and obligation of the Employer under the Contract

   in every way as if the Novatee were named in the Contract in place of the Employer.

2. By its execution of this Novation Agreement, the Novatee hereby represents to the Contractor and the Employer that it is duly incorporated, validly existing, has full power, authority and legal right to enter into the transactions contemplated by, and perform the obligations assumed pursuant to, this Novation Agreement and the Contract, and has taken all necessary action to authorise execution of this Novation Agreement.

**Release**

3. With effect from the Novation Date, the Contractor (a) releases and discharges the Employer from all obligations, liabilities, duties, actions, claims, proceedings and demands of any kind, known and unknown, existing and contingent, actual and otherwise in connection with the Contract without any recourse against the Employer, and (b) accepts the obligations and liabilities of the Novatee under the Contract in lieu of the obligations and liabilities of the Employer otherwise under the contract, and (c) agrees to be bound by the terms of the Contract in every way as if the Novatee were named in the Contract in place of the Employer.

**Acknowledgement and acceptance**

4. The parties hereto hereby acknowledge that this Novation Agreement constitutes novation of all the rights and obligations of the Employer under the Contract to the Novatee and the Contractor hereby agrees and accepts that this Novation Agreement constitutes a sufficient undertaking by the Novatee to perform the obligations of the Employer under the Contract.

5. This Novation Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region. For any dispute over the validity of this Novation Agreement (if any), the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong. For the avoidance of doubt, this clause shall not affect the dispute resolution mechanism under the Contract.

This Novation Agreement had been executed as on the day and year first before written.

For and on behalf of )
the CONSTRUCTION INDUSTRY COUNCIL )
by )
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For and on behalf of )
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by )
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