CONSTRUCTION
INDUSTRY COUNCIL
建造業議會

Our ref 本會檔號: (643) in P/AE/PUR/AGC
Your ref 來函檔號:

2 November 2026

Dear Sir / Madam,

Tender Reference No. (643) in P/AE/PUR/AGC
Invitation to Tender for the Provision of Application Platform and Related Services for the Construction Industry Council

You are invited to submit a tender for the Provision of Application Platform and Related Services 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 23 November 2026.** Late tenders will NOT be considered.

   a) Label with "Technical Proposal for Provision of Application Platform and Related Services for the Construction Industry Council"

      The Technical Proposal shall comprise two separately labelled packs consisting of:
      (i) Security Compliance Pack; and
      (ii) Project Proposal Pack.

   b) Label with "Fee Proposal for Provision of Application Platform and Related Services for the Construction Industry Council"

   Please note that the envelope labelled with "Technical Proposal" shall **NOT** include any pricing details. Price information shall not be included in either the Security Compliance Pack or the Project Proposal Pack of the Technical Proposal. 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 4:00 p.m. on 10 November 2026 via Microsoft Teams.** Interested tenderers shall complete and return the reply slip in **Appendix G** by fax 2100 9439 or e-mail: hildako@cic.hk no later than 12:00 noon on 9 November 2026 confirming the attendance of the said tender briefing session and state clearly the number of attendees for CIC's arrangement.

9. The tender documents can be downloaded from CIC's website: http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/.

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

11. For queries regarding this tender invitation or/and tender process, please contact Mr. Kelvin LEE, Assistant Manager - Procurement, on telephone 2100 9425 or via e-mail: kelvinlee@cic.hk or Ms. Hilda KO, Officer II – Procurement, on telephone 3199 7132 or via e-mail: hildako@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 (Security Compliance Pack)	
1. Security Compliance Pack	Conditions of Tender, Appendix A Clause 1.1 to 1.2 and Annex C of the Assignment Brief
Technical Proposal (Project Proposal Pack)	
2. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 2.1 to 2.5
3. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 3.1.1, to 3.1.3
4. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes (if any) (a) Tender Programme (b) Method Statements i. Specification of the proposed application platform including its functionality, availability service level, partner ecosystem and support options in Hong Kong, compatibility with existing CIC's applications. ii. Overall approach in undertaking the Assignment; iii. Detailed method statements in undertaking the Service iv. Level of compliance with Annex A and B of the Assignment Brief	Conditions of Tender, Appendix A Clause 4.1 to 4.4, Annex A and Annex B of the Assignment Brief
5. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
6. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
7. A duly completed Tenderer's Integrity, Compliance and Criminal Conviction Declaration	Tenderer's Integrity, Compliance and Criminal Conviction Declaration
Fee Proposal	
8. Form of Tender	Conditions of Tender, Appendix C
9. 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 Application Platform and Related Services 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.: [(643) in P/AE/PUR/AGC]
Provision of Application Platform and Related Services for the Construction Industry Council

Name of Tenderer: _____

Closing Time and Date: <u>12:00 noon on 23 November 2026</u>

"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.: [(643) in P/AE/PUR/AGC]
Provision of Application Platform and Related Services for the Construction Industry Council

Name of Tenderer: _____

Closing Time and Date: <u>12:00 noon on 23 November 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

		☐ 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

			☐ 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

		☐ 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

		☐ 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 Application Platform and Related Services

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 Application Platform and Related Services
for
the Construction Industry Council

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Conditions of Tender

for

Provision of Application Platform and Related Services

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 Application Platform and Related Services. Further details are given in the **Assignment Brief and its Annexes** (if any)**.**

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 TWO (2) 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 and its Annexes** (if any).

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** that comprise two separately labelled packs consisting of (i) Security Compliance Pack; and (ii) Project Proposal Pack (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.

The **Security Compliance Pack is a mandatory prerequisite for consideration of the proposal and shall be evaluated separately and independently of the Project Proposal Pack** and shall contain **ALL** information necessary for CIC to evaluate the Contractor's compliance with the applicable security requirements specified in Annex C – CIC Security Requirements of the Assignment Brief. The Security Compliance Pack shall therefore contain the completed Annex C of the Assignment Brief compliance table and sufficient supporting information

describing how the applicable security requirements are proposed to be implemented, configured, operated, managed, or otherwise fulfilled within the proposed solution and services.

The Tenderers shall ensure that **sufficient solution design, security design, implementation, operational, governance, and supporting information is provided within the Security Compliance Pack** to enable CIC to evaluate compliance with the applicable security requirements.

Responses that solely refer to information contained within the Project Proposal Pack, provide generic statements of compliance, or otherwise fail to adequately explain how the applicable security requirements will be satisfied may be considered insufficient for evaluation purposes

The **Security Compliance Pack** will be evaluated prior to the Project Proposal Pack. The CIC will assess the Security Compliance Pack on a **pass/fail basis**. Contractors that **fail to satisfy the Security Requirement Compliance Assessment requirements will be rejected or disqualified**, and the Project Proposal Pack will not be further evaluated.

Please be reminded not to enclose any price information in the Technical Proposal. Price information shall not be included in either the Security Compliance Pack or the Project Proposal Pack of the Technical Proposal. Failure to comply would lead to disqualification.

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 23 November 2026**. Late submission will NOT be considered. Failure to do so shall render the tender void.

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

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

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

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 Session

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

5.2 Interested tenderers should complete and return the reply slip in Appendix G by fax or e-mail to the Procurement Officer at least **ONE (1)** working days before the stated time confirming the attendance of the said briefing session and state clearly the number of attendees for the CIC's arrangement.

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

6 Tender Interview

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

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

6.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in the Assignment Brief and its Annexes (if any)

and an outline programme for completing the assignment. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management.

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

6.5 Each interview presentation should be no longer than 30 minutes, including a 15 minutes questions and answers session.

7 Tender Evaluation

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

8 Tenderer's Commitment

8.1 All information and responses from the tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the tenderer and may be incorporated into and made part of the Contract between the CIC and the successful tenderer.

8.2 The CIC reserves the right to disqualify any tender that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned on the Assignment Brief and its Annexes (if any).

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

9 Amendments

9.1 The CIC reserves the right to amend or withdraw the Assignment Brief and its Annexes (if any) before acceptance of a tender.

9.2 The CIC may issue Tender Addendum and / or Replies to Tender Queries no later than SEVEN (7) days before tender closing if CIC found it necessary.

10 Award of Contract

10.1 The successful tenderer will receive a letter of acceptance as an official notification of acceptance. Unless and until a formal contract agreement is prepared and executed, this letter of acceptance together with the tender submission shall constitute a binding contract between the successful tenderer and the CIC. Tenderers who do not receive any notification within the validity period of their offer shall assume that their tenders have not been accepted.

10.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.

10.3 In order to ensure the fairness of the tender process, all answers to tender queries / tender clarifications and tender addendums will be uploaded to CIC's website. All tenderers have to take note of this arrangement. Any claim for extension of time or additional payment due to ignorance of this clause shall not be entertained by the CIC.

11 Rights to Exercise

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

12 Submitted Documents

12.1 All submitted documents will not be returned.

13 Enquiries

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

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

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

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.

The Tenderer who intending to bid for this project shall prepare and submit a standalone **"Security Compliance Pack"**, and a separate **"Project Proposal Pack"** in accordance with the requirements of the Assignment Brief.

Security Compliance Pack

1. "Security Compliance Pack"

1.1 Mandatory Security Compliance Pack Submission

Tenderers shall be required to satisfy CIC's Security Compliance Assessment requirements.

The Security Compliance Pack Submission is a **mandatory prerequisite** for consideration of the proposal. Failure to submit it in accordance with the Assignment and its Annexes by the Tender Closing Date shall result in rejection of the proposal, and the Fee Proposal will not be opened.

The Security Compliance Pack Submission shall include the response of **Annex C – CIC Security Requirements** of the Assignment Brief.

1.2 Security Compliance Assessment

The **"Security Compliance Pack"** shall be evaluated by the Cybersecurity Team on a **Pass / Fail** basis against the applicable security requirements specified in **Annex C – CIC Security Requirements of the Assignment Brief**. The Security Requirement Compliance Assessment shall be conducted separately from, and prior to, the evaluation of the Project Proposal Pack.

(a) Passing Requirement

To satisfy the Security Requirement Compliance Assessment requirements, the tenderer must:

(i) Respond to every security requirement in **Annex C of the Assignment Brief**;

(ii) Achieve **no applicable NC responses in Annex C of the Assignment Brief**;

(iii) Achieve **FC, BC, or RC for all applicable security requirements in Annex C of the Assignment Brief**, supported by sufficient explanations describing how the applicable requirements will be satisfied;

(iv) If the response includes any Optional Features (OF), the Contractor shall provide justification for their inclusion, and all associated costs shall be included in the total tender sum.

(v) Provide responses in the Annex C of the Assignment Brief table "Control Implementation Description" that are complete, relevant, consistent, and capable of supporting a reasonable determination of compliance with the applicable security requirements; and

(vi) Provide sufficient supporting information within the Security Compliance Pack to enable CIC to evaluate compliance with the applicable security requirements.

(b) Supporting Information

Tenderers are encouraged to provide supporting evidence relevant to the proposed solution and services, including:

(i) A valid ISO/IEC 27001 or GB/T 22080 certification covering the same scope of delivery, services, operational environment, or activities relevant to the proposed engagement; and/or

(ii) A publicly verifiable SecurityScorecard rating of "B" or above (or equivalent rating at the time of tender submission).

(c) Failure Conditions

A tenderer would be assessed as not satisfying the Security Requirement Compliance Assessment requirements where:

(i) One or more applicable security requirements are assessed as NC;

(ii) The Security Compliance Pack are incomplete or left blank;

(iii) Responses are generic, irrelevant, contradictory, misleading, or otherwise fail to adequately explain how the applicable security requirements will be satisfied; or

(iv) Insufficient information is provided to enable CIC to reasonably determine whether the applicable security requirements will be satisfied.

Failure to satisfy the Security Requirement Compliance Assessment requirements would result in the tender submission being rejected or disqualified at CIC's sole discretion. The CIC reserves the right to assess any response as NC where the supporting remarks or evidence provided are deemed insufficient, unjustified, or irrelevant to the requirement.

Project Proposal Pack

2. Tenderer's Track Record & Project Reference

2.1 The tenderer is required to provide company's profile, background and expertise;

2.2 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.

2.3 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 2.4 below.

2.4 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			

2.5 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.

3. Tenderer's Staff Resources

3.1 Organization and Qualification of Proposed Project Team

3.1.1 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.

3.2.1 The project team members shall possess the required **Qualifications, Professional Knowledge and Relevant Experience** to supply the Deliverables as outlined in the Assignment Brief and its Annexes (if any). The tenderer shall propose the project team structure and provide CVs of key service team members (Project Manager, Business Analyst, Solution Architect, UI/ UX Designer, Analyst Programmer, Quality Assurance Team), including sub-contractor(s) and other relevant roles, if applicable, along with their corresponding relevant qualifications (if any), and project experience for this Service as outlined in the Assignment Brief.

3.3.1 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			

4. Project Approach and Requirements

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

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

(a) Transition – Plan and coordinate all transition activities to ensure a smooth and seamless migration from the existing applications to the new platform.

(b) Requirements Analysis - Elicit, analyse, and document functional and non-functional requirements from stakeholders, including security and compliance needs.

(c) System Design - Translate requirements into technical solutions by defining system architecture, data models, interfaces, and technology standards.

(d) Development, Testing & Deployment - Build the system, conduct testing to ensure quality and security, and deploy the solution to the production environment for user use.

(e) Maintenance Activities - maintenance activities, which will be carried out under the Contract.

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

(a) Specification of the proposed application platform including its functionality, availability service level, partner ecosystem and support options in Hong Kong, compatibility with existing CIC's applications. If on-premise option is proposed, detail specification of the hardware, system software, such as operating system, hypervisor software, and database, and all related components should be clearly illustrated.

(b) Overall approach in undertaking the Assignment;

(c) Detailed method statements in undertaking the Service, in particular:

- Options of transition and/or redevelopment
- Comprehensive transition plan breakdown
- Redevelopment plan and detailed approach, if required
- Proposed system architectural design
- Comprehensive list of all components in the proposed solution
- Optimization of licensing, application sizing, infrastructure, storage, and subscription services

4.2 The tenderer shall demonstrate the level of compliance with all mandatory requirements and features, using the compliance table provided in **Annex A of the Assignment Brief – "Compliance Table".**

4.3 The tenderer shall reflect the level of compliance with all non-functional requirements for the project and the detailed technical specifications and functionalities, using the compliance table provided in **Annex B of the Assignment Brief -** "**Non-functional Requirement Checklist"**.

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

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

5.1 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 (Security Compliance Pack)	
1. Security Compliance Pack	Conditions of Tender, Appendix A Clause 1.1 to 1.2 and Annex C of the Assignment Brief
Technical Proposal (Project Proposal Pack)	
2. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 2.1 to 2.5
3. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 3.1.1 to 3.1.3
4. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes (if any) (a) Tender Programme (b) Method Statements i. Specification of the proposed application platform including its functionality, availability service level, partner ecosystem and support options in Hong Kong, compatibility with existing CIC's applications. ii. Overall approach in undertaking the Assignment; iii. Detailed method statements in undertaking the Service iv. Level of compliance with Annex A and B of the Assignment Brief	Conditions of Tender, Appendix A Clause 4.1 to 4.4, Annex A and Annex B of the Assignment Brief
5. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
6. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
7. 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 this tender. In addition, the tenderer shall submit with this 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: (643) in P/AE/PUR/AGC

Tender Title: Provision of Application Platform and Related Services

*[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
PROVISON OF APPLICATION PLATFORM AND RELATED SERVICES
FOR
THE CONSTRUCTION INDUSTRY COUNCIL

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

Dear Sirs,

1. Having examined the Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes (if any), Tenderer's Integrity, Compliance and Criminal Conviction Declaration, Memorandum of Agreement, General Conditions of Contract, thereto for the execution of the above named Services, we offer to execute and complete all mandatory items, services and deliverables comprising the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes (if any), Tenderer's Integrity, Compliance and Criminal Conviction Declaration, Memorandum of Agreement, General Conditions of Contract, and the tender proposals submitted herewith within THIRTY ONE (31) months (When new Application Platform(s) and/or material changes to the existing technical architecture are proposed) or TWENTY EIGHT (28) months (When renewal and continued use of the current OutSystems platform are proposed) 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. For the avoidance of doubt, the Tender Sum shall be inclusive of all mandatory items, services and deliverables required under the Assignment Brief and its Annexes (if any), together with all expenses necessary for the satisfactory completion thereof. Prices for optional items, if any, shall be quoted separately in the Schedule of Rates and shall not form part of the Tender Sum unless otherwise expressly specified.

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
PROVISON OF APPLICATION PLATFORM AND RELATED SERVICES
FOR THE
CONSTRUCTION INDUSTRY COUNCIL

The Contractor shall be paid a Lump Sum fee of HK$_____ for the provision of all mandatory items, services and deliverables required under the Assignment Brief and its Annexes (if any), including all expenses incurred in connection with the carrying out and satisfactory completion of the Assignment. The Lump Sum fee shall exclude any optional items unless otherwise expressly specified in the Contract.

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.

(9) CIC reserves the right to accept all or any part(s) of the tender.

Schedule of Rates

Table 1 - Detailed breakdown of tender price – Mandatory Items

Item	Description of Deliverables	Amount (HK$)
1	**Online Programme Application System (OPAS)**	
1.1	2-Year subscription to the application platform for the initial 24-month period for this application, with a detailed itemized cost breakdown covering all associated hardware, software, licensing, subscription fees, maintenance, supports, and other related components.	
1.2	Supply and installation of the proposed hardware and platform (for an on-premises solution), with a detailed itemized price breakdown for this application, covering all hardware, software, licensing, implementation, and related components.	
1.3	Application migration or re-development services	
1.4	2-Year maintenance and support services of the application for first 24 months	
2	**Performance Recording Scheme (PRS)**	
2.1	2-Year subscription to the application platform for the initial 24-month period for this application, with a detailed itemized cost breakdown covering all associated hardware, software, licensing, subscription fees, maintenance, supports, and other related components.	
2.2	Supply and installation of the proposed hardware and platform (for an on-premises solution), with a detailed itemized price breakdown for this application, covering all hardware, software, licensing, implementation, and related components.	
2.3	Application migration or re-development services	
2.4	2-Year maintenance and support services of the application for first 24 months	
3	**Property Management System (PMS)**	
3.1	2-Year subscription to the application platform for the initial 24-month period for this application, with a detailed itemized cost breakdown covering all associated hardware, software, licensing, subscription fees, maintenance, supports, and other related components.	
3.2	Supply and installation of the proposed hardware and platform (for an on-premises solution), with a detailed itemized price breakdown for this application, covering all hardware, software, licensing, implementation, and related components.	
3.3	Application migration or re-development services	
3.4	2-Year maintenance and support services of the application for first 24 months	
	Total (Mandatory Items):	

Note: Please enter "N/A" for any tender pricing item that is not applicable to the proposed solution.

Fee Proposal for Optional Deliverables

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

Table 2 - Detailed breakdown of tender price for Optional Deliverables

Item	Description of Optional Deliverables	Qty*	Unit	Unit Rate (HK$)	Amount (HK$)
1	**Online Programme Application System (OPAS)**				
1.1	2-Year subscription to the application platform for this application following the initial 24-month subscription period, with a detailed itemized price breakdown to be provided, covering all subscription, licensing, hardware, software, maintenance, supports, and related costs.	2	Year		
1.2	2-Year maintenance & support services for the application following the initial 24-month subscription period.	2	Year		
2	**Performance Recording Scheme (PRS)**				
2.1	2-Year subscription to the application platform for this application following the initial 24-month subscription period, with a detailed itemized price breakdown to be provided, covering all subscription, licensing, hardware, software, maintenance, supports, and related costs.	2	Year		
2.2	2-Year maintenance & support services for the application following the initial 24-month subscription period.	2	Year		
3	**Property Management System (PMS)**				
3.1	2-Year subscription to the application platform for this application following the initial 24-month subscription period, with a detailed itemized price breakdown to be provided, covering all subscription, licensing, hardware, software, maintenance, supports, and related costs.	2	Year		
3.2	2-Year maintenance & support services for the application following the initial 24-month subscription period.	2	Year		
				Total (Optional Deliverables):	

Note:

(a) Please enter "N/A" for any tender pricing item that is not applicable to the proposed solution.

(b) Optional items listed above will not form part of the tender sum unless otherwise specified but will serve as a set of agreed rates for future variation, if any.

(c) *The quantities are the CIC's 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 stage.

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

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

Deliverable No.	Deliverable Description	Completion Date	Payment Schedule (%)
(For Each Individual Application Listed in Table 1 – Mandatory Items)			
1	2-Year subscription of Application Platform	Commencement of the service period on an annual basis	
1.1	Commencement of the 1st Year Subscription	Commence on or before 27 March 2027 and complete in 1 year	50%
1.2	Commencement of the 2nd Year Subscription	Commence after expiry of 1st year Subscription and complete in another 1 year	50%
2	Supply and Installation of the proposed hardware and Application Platform	Completion of Production Launch [End of [4th] month from project commencement Or on or before 27 March 2027 (whichever is earlier)]	100%

Deliverable No.	Deliverable Description	Completion Date	Payment Schedule (%)
3	Migration/Re-development of each application when new Application Platform(s) and/or material changes to the existing technical architecture are proposed.		
3.1	Migration/Re-development Commencement	Approval of Project Initiation Document and Project Plan by CIC [End of [1st] week from project commencement]	10%
3.2	Completion of System Design	Completion of User Requirement Collection and System Design approved by CIC [End of [1st] month from project commencement]	20%
3.3	Completion of Application Launch	Completion of Application Development and Data Migration, System and Security Testing, Documentation, and Production Launch, with formal approval obtained by CIC [End of [4th] month from project	50%

Deliverable No.	Deliverable Description	Completion Date	Payment Schedule (%)
		commencement Or on or before 27 March 2027 (whichever is earlier)]	
3.4	Completion of System Nursing	Completion of the System Nursing approved by CIC [12 weeks after Completion of Application Launch]	20%
4	2–Year Maintenance and support services	Commencement of the service period on an annual basis	
4.1	Commencement of the 1st Year Maintenance and Support Services for the Platform and Application	Commence upon completion of 12 weeks nursing and complete in 1 year	50%
4.2	Commencement of the 2nd Year Maintenance and Support Services for the Platform and Application	Commence after expiry of 1st year maintenance and support and complete in another 1 year	50%

Deliverable No.	Deliverable Description	Completion Date	Payment Schedule (%)
(For Each Individual Application Listed in Table 2 – Optional Items)			
1	2-Year subscription of Application Platform following the initial 24-month subscription period	Commencement of the service period on an annual basis	
1.1	Commencement of the 1st Year Subscription	Commence after expiry of initial 2 year subscription and complete in another 1 year	50%
1.2	Commencement of the 2nd Year Subscription	Commence after expiry of the 3rd year subscription and complete in another 1 year	50%
2	2–Year Maintenance and support services following the initial 24-month subscription period	Commencement of the service period on an annual basis	
2.1	Commencement of the 1st Year Maintenance and Support Services for the Platform and Application	Commence after expiry of initial 2 year maintenance and support and complete in another 1 year	50%
2.2	Commencement of the 2nd Year Maintenance and Support Services for the Platform and Application	Commence after expiry of the 3rd year maintenance and support and complete in another 1 year	50%

Date for Commencement	The date as stated on the Project Commencement Letter. Project Commencement Letter – A written notification by the Employer regards to the commencement of projects.
Date for Completion	THIRTY ONE (31) months (When new Application Platform(s) and/or material changes to the existing technical architecture are proposed) or TWENTY EIGHT (28) months (When renewal and continued use of the current OutSystems platform are proposed)
Liquidated and Ascertained Damages	At the rate of HK$8,000 per day, capped at the total project sum.

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** that comprise two separately labelled packs consisting of (i) Security Compliance Pack; and (ii) Project Proposal Pack 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 1.5 below.

1.2 The Security Compliance Pack Submission is a **mandatory prerequisite** for consideration of the proposal. The Security Compliance Pack shall be evaluated by the Cybersecurity Team on a **Pass / Fail** basis against the applicable security requirements specified in Annex C – CIC Security Requirements of the Assignment Brief. The Security Requirement Compliance Assessment shall be conducted separately from, and prior to, the evaluation of the Project Proposal Pack. Failure to satisfy the Security Requirement Compliance Assessment requirements would result in the tender submission being rejected or disqualified at CIC's sole discretion.

1.3 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 (Project Proposal Pack) and the fee assessment.

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

1.5 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.

1.6 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.

1.7 An assessment panel will be established for tender evaluation. The proposal

received will be evaluated in accordance with the requirements in this Appendix.

2. TECHNICAL EVALUATION

Only proposals that pass the mandatory security compliance assessment will proceed to the project proposal pack assessment.

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

Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Assessment will be based on the following criteria:-		
1. Tenderer's Track Record & Project Reference **(20%)**		**20%**
2. Proposed composition and organization of project team with qualifications, experience and capability of team members in carrying out similar services. **(10%)** The following sub-criteria shall be considered: (a) Organisation of Proposed Project Team **(5%)** (b) Qualification, Experience and Capability of Proposed Project Team **(5%)**		**10%**
3. Project Approach and Requirements to fulfill the objectives and carry out and complete all the tasks described in the Assignment Brief and its Annexes (if any) **(60%)** The following sub-criteria shall be considered: (a) Tender Programme **(20%)** (b) Method Statements **(40%)** i. Specification of the proposed application platform including its functionality, availability service level, partner ecosystem and support options in Hong Kong, compatibility with existing CIC's applications. ii. Overall approach in undertaking the Assignment; iii. Detailed method statements in undertaking the Service iv. Level of compliance with Annex A and B of the Assignment Brief		**60%**
4. Tenderer's Performance in CIC's Past Projects **(10%)**		**10%**
Total:		**100%**

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

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

3. FEE EVALUATION

3.1 Tender fee for evaluation shall be the total fee quoted in Appendix D – Fee Proposal of the Conditions of Tender, including all mandatory items and optional deliverables, representing an indicative total cost projection over a four-year period.

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

$$30 \times \frac{\text{Lowest total fee (Mandatory + Optional deliverables) of all tenders}}{\text{Total fee (Mandatory + Optional deliverables) of the subject tenders}}$$

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: (643) in P/AE/PUR/AGC, Closing Date: 23 November 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 23 November 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 Application Platform and Related Services for the Construction Industry Council at **4:00 p.m. on 10 November 2026** via Microsoft Teams. CIC will send the Microsoft Teams meeting link to the attendee(s) using the email address(es) specified in the form below.

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: hildako@cic.hk or fax no: 2100 9439 no later than 12:00 noon on 9 November 2026.

3. Please contact Ms. Hilda KO at Tele: 3199 7132 or E-Mail: hildako@cic.hk for any enquiry.

Tenderer's Integrity, Compliance and Criminal Conviction Declaration for Provision of Application Platform and Related Services 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.)

Tenderer's Integrity, Compliance and Criminal Conviction Declaration

Tender Ref.	(643) in P/AE/PUR/AGC
Tender Title	Provision of Application Platform and Related Services 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.**

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** 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** 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. Non-Hong Kong entities shall provide equivalent corporate registry documents.	Identify directors and company secretary
3	**Project team information from the Technical Proposal** 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** 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

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.

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 Application Platform and Related Services

for the
Construction Industry Council

November 2026

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1 Conventions

1.1 The following is a list of conventions used in this document, and the definition below is only applicable to this document:

Conventions	Definition
Shall/ Must	The use of the word 'shall' or 'must' indicates a mandatory requirement.
Should	The use of the word 'should' indicates a best practice, which should be implemented whenever possible.
May	The use of the word 'may' indicates a desirable best practice.
Could	The use of the word 'could' indicates a possibility or a potential action that is not mandatory but is permissible or feasible.

2 About Construction Industry Council ("CIC")

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

2.2 The main functions of CIC are to forge consensus on long-term strategic issues, convey the industry's needs and aspirations to Government, as well as provide a communication channel for Government to solicit advice on all construction-related matters. In order to propagate improvements across the entire industry, CIC is empowered to formulate codes of conduct, administer registration and rating schemes, steer forward research and manpower development, facilitate adoption of construction standards, promote good practices and compile performance indicators. Please refer to the corporate profile from CIC website for more details: https://www.cic.hk/eng/main/aboutcic/corporate_profile/

3 Project Background

3.1 Overview

3.1.1 The Construction Industry Council ("CIC") has implemented THREE (3) business applications (the "Applications") which support processes including course enrolment, quarters management, safety training and schemes. The Applications are used by CIC staff, construction workers, industry stakeholders, and partners, and form part of CIC's

day-to-day operations.

3.1.2 At present, the Applications are hosted on a commercial application platform (currently OutSystems) under a subscription arrangement that covers development, test, and production environments. The current OutSystems subscription will end on **27 March 2027**.

3.1.3 CIC intends, through an open tender exercise, to obtain proposals from Contractors on the application platform and related services suitable for CIC to keep the **THREE (3)** Applications running, having regard to functional, technical, security, and cost considerations. CIC will conduct a competitive tender exercise to identify and engage a Contractor to provide an application platform and associated services for the Applications.

3.1.4 CIC does not prescribe or give preference to any particular product, technology or deployment model. The proposed solution may:

a) renew and continue to use the current OutSystems platform after the end of the existing subscription; or

b) adopt other platforms, methodologies, or technologies, provided that the solution supports the continued operation of all THREE (3) Applications on the proposed platform(s) and meets CIC's functional, technical, security, and service requirements in a cost effective manner.

3.1.5 Under this Assignment Brief, CIC intends to engage a Contractor to propose and implement a complete solution covering:

a) an application platform and related technical architecture, either by renewing the current OutSystems platform or by adopting a new platform proposed by the Contractor, with a committed subscription or equivalent service period of not less than TWO (2) years, commencing from the end of the current OutSystems subscription; and

b) the services required to keep the THREE (3) Applications running on the proposed platform(s), including, as necessary, migration or redevelopment of the Applications, data, and integration migration, testing, training, documentation, nursing, and ongoing support services, so that the business functions currently provided by the Applications are preserved or enhanced without unacceptable disruption.

3.1.6 High-level information on the current environment, including an overview of the existing platform and subscription (including the end date of the current OutSystems subscription), descriptions of the Applications, indicative functional sizing, and the integration and operational landscape, has been compiled by CIC and has been provided in the annexes of the Assignment Brief. The information represents CIC's understanding at the time of preparing this Assignment Brief and is provided for background only. The Contractor shall promptly raise with CIC any ambiguities, omissions, or assumptions that may affect the satisfactory completion of the services.

3.2 **Project Objectives**

3.2.1 Main Objectives

(a) The objectives of this Assignment are to engage a Contractor (the "Contractor") to propose and implement an application platform and related services which will allow CIC to continue running the **THREE (3)** Applications in a reliable, secure, supportable and cost effective manner for at least an initial period of **TWO (2)** years, with indicative operation and support costs projected for a further **TWO (2)** years (i.e. an indicative total period of FOUR (4) years).

(b) The main objectives are:

a. To obtain complete solution proposals from Contractors on the application platform and related services suitable for CIC to keep the THREE (3) Applications running, taking into account CIC's functional, technical, security, and operational requirements.

b. To allow Contractors to propose either renewal of the current OutSystems platform, alternative platform solutions, or other delivery methodologies, including but not limited to low code, full code, cloud-based, on-premises, or hybrid approaches, with no prescribed preference for any particular product or technology, provided that the solution can support the THREE (3) Applications.

c. To obtain proposals that include:

i. a committed subscription or equivalent service period of not less than TWO (2) years for the proposed platform(s) and associated services; and

ii. indicative operation and support costs for an additional year TWO (2) (total of FOUR (4) years) to facilitate long-term cost comparison and financial planning.

d. To select a solution that meets CIC's requirements in a cost-effective manner, including consideration of licence/subscription fees, implementation effort, ongoing support and maintenance, scalability, extensibility, and future enhancement needs over the indicative FOUR (4) years horizon.

e. To ensure that the THREE (3) Applications continue to operate on the selected platform(s) with no unacceptable disruption, and that their existing business functions are preserved or enhanced, including all necessary data and integration migration, testing, training, documentation,

and post go-live nursing.

f. To establish clear responsibilities and service levels for ongoing support and maintenance of the selected platform(s) and the THREE (3) Applications, so that incidents, problems, changes, and enhancements can be handled in a controlled and timely manner throughout the contract period.

(c) The Contractor's proposal shall clearly demonstrate how the objectives in Clauses 3.2.1(a) and 3.2.1(b) will be achieved within the scope, constraints, and requirements set out in this Assignment Brief and its annexes.

3.2.2 Key Stakeholders

(a) During the project, the Contractor shall primarily engage with the business teams of each application and the IT team to gather requirements, ensure user adoption, and facilitate a smooth transition to the new platform. The Contractor shall also communicate with existing application and platform vendors on technical details. In addition, the Contractor shall liaise with the security team and legal team on matters of security protection and compliance. The Contractor shall report project progress and seek endorsement from CIC senior management.

4 Scope of Service

4.1 **Overall Scope**

4.1.1 The Contractor is required to propose and implement an application platform and associated services to keep the THREE (3) Applications running on the proposed platform(s) in accordance with the requirements stipulated in this Brief and the Individual Contract.

4.1.2 The objective of this work assignment is to select an application platform solution (which may include renewal of the existing platform and/or adoption of new platform(s)), together with the necessary services, to support the operation, migration/redevelopment, and future enhancement of the THREE (3) Applications.

4.1.3 The proposed implementation of the application platform and associated migration services for the THREE (3) applications shall meet at least the minimum requirements outlined in this section. The Contractor's tender shall demonstrate the level of compliance with all mandatory requirements and features, using the compliance table provided in **Annex A**, which is scheduled for submission.

4.1.4 To support the required implementation and migration, the Contractor shall deliver and install the new hardware and software, together with all necessary components, to ensure smooth and orderly operations.

4.2 General Requirements

4.2.1 Application Platform and Technical Architecture

a) The Contractor shall propose an overall application platform and technical architecture that can host and support the THREE (3) Applications and meet CIC's functional, technical, security, governance, and service requirements, taking into account current and foreseeable needs during the Contract Period.

b) The proposed platform solution may:

b.1 renew and continue to use the current application platform (including, without limitation, OutSystems) upon expiry of the existing subscription; and/or

b.2 adopt other platforms or technologies (including, without limitation, low-code, full-code, cloud-based, on-premises, or hybrid approaches, or any combination thereof).

c) The contractor shall provide a comprehensive migration plan for the THREE (3) applications currently operating on the existing platform, ensuring it aligns with the existing OutSystems platform subscription expiration date and guarantees the continued operation of the applications after the termination of the existing platform subscription.

d) The Contractor shall be responsible for overall solution design covering application, data, integration, security, and operations architecture, with particular regard to the requirement that all THREE (3) Applications shall run seamlessly on the proposed platform(s).

4.2.2 Application Migration or Redevelopment

a) The Contractor shall be responsible for keeping all THREE (3) Applications running on the proposed platform(s) throughout the Contract Period.

b) Depending on the proposed solution, the Contractor shall:

b.1 retain and continue to operate the existing Applications on the current platform with any necessary adjustments; and/or

b.2 migrate or redevelop the Applications on the proposed platform(s), whilst preserving or enhancing existing business functions and agreed service levels.

c) The Contractor shall:

c.1 map the current Applications and their major functions to the proposed implementation on the platform(s);

c.2 identify and implement any changes needed to ensure the Applications

continue to operate correctly and reliably on the proposed platform(s); and

c.3 plan and execute all necessary migration or redevelopment activities in a manner that avoids unacceptable disruption to CIC's operations.

4.2.3 Data and Integration Migration

When new Application Platform(s) and/or material changes to the existing technical architecture are proposed:

a) The Contractor shall plan and carry out all necessary data migration to support the operation of the THREE (3) Applications on the proposed platform(s).

b) The Contractor shall:

b.1 identify the data to be migrated, including historical and current data;

b.2 design and implement data extraction, transformation, and loading processes; and

b.3 perform data validation and reconciliation with CIC, and document the results.

c) The Contractor shall implement or re-implement all necessary integrations between the Applications and other systems so that existing end-to-end business processes remain functional, including, where applicable, interfaces with payment gateways, registries, enterprise systems, and communication services.

4.2.4 Testing, Cutover and Go-Live Support

When new Application Platform(s) and/or material changes to the existing technical architecture are proposed:

a) The Contractor shall prepare and execute testing for the solution, including, as appropriate, unit testing, system and integration testing, performance and capacity testing, and support for user acceptance testing.

b) The Contractor shall plan and execute cutover activities, including:

b.1 final data migration and synchronization;

b.2 configuration and deployment to the production environment(s); and

b.3 switching users and traffic to the proposed platform(s).

c) The Contractor shall provide go-live and immediate post-go-live support to address issues arising during and shortly after cutover, in accordance with the service level and maintenance arrangements specified in this Brief and the Individual Contract.

4.2.5 Training and Documentation

When new Application Platform(s) and/or material changes to the existing technical

architecture are proposed:

a) The Contractor shall provide training and documentation to enable CIC to operate and support the proposed solution.

b) The Contractor shall:

b.1 prepare system, technical, and operational documentation for the platform(s) and the THREE (3) Applications;

b.2 prepare user documentation and guides for relevant user groups; and

b.3 deliver training to CIC's IT staff and business users on the use, administration, and support of the solution, including monitoring, logging, analytics, and troubleshooting capabilities.

c) All documentation and deliverables shall conform to the Government and CIC standards, methodologies, and quality requirements specified elsewhere in this Brief.

4.2.6 Nursing, Support and Maintenance

a) The Contractor shall provide a nursing period for at least **TWELVE (12) weeks** after go-live of the solution for the THREE (3) Applications when new application platform(s) and/or material changes to the existing technical architecture are proposed, intensified support shall be provided and defects shall be rectified.

b) The Contractor shall provide ongoing support and maintenance services for at least the committed subscription or service period, including:

b.1 incident and problem management with defined response and resolution times;

b.2 corrective and preventive maintenance;

b.3 minor enhancements and configuration changes within agreed parameters; and

b.4 monitoring and reporting on service levels.

c) The Contractor shall establish and maintain visibility into application and platform health using the monitoring, logging, and analytics capabilities of the proposed platform(s), and shall escalate critical issues to CIC in a timely manner.

4.2.7 Security Risk Assessment & Audit (SRAA) and Privacy Impact Assessment (PIA)

When new Application Platform(s) and/or material changes to the existing technical architecture are proposed:

a) The Contractor shall plan and conduct Security Risk Assessment and Audit (SRAA) for the proposed solution and the THREE (3) Applications in accordance with the prevailing Government baseline IT security policies and practice guides.

b) The SRAA shall at least cover asset, threat, and vulnerability identification, risk and impact analysis, review of technical and procedural controls, vulnerability scanning and, where appropriate, penetration testing, and delivery of SRA and Audit reports with risk treatment recommendations.

c) Where personal data are processed, the Contractor shall plan and conduct a Privacy Impact Assessment (PIA) for the proposed solution and the THREE (3) Applications, and provide a PIA report covering data flows, privacy risks, adequacy of controls and recommended mitigation measures.

d) The Contractor shall present the SRAA and PIA findings to CIC, agree the risk treatment plan with CIC, and support CIC in implementing the agreed measures.

4.2.8 Cost Projection

a) The Contractor shall provide pricing for a committed subscription or equivalent service period of not less than TWO (2) years for the proposed platform(s) and associated services.

b) The Contractor shall provide operation and support cost projections for a further TWO (2) years (total of FOUR (4) years) based on the proposed solution.

c) The Contractor shall state the key assumptions used in preparing the cost projections to facilitate long-term cost comparison and financial planning by CIC.

4.2.9 Technical Requirements for the Application Platform

For the purpose of this Section, "Application Platform" means the platform(s), tools, and runtime environment(s) proposed by the Contractor to host and support the THREE (3) Applications. Contractors should satisfy these requirements by proposing renewal of the existing platform and/or new platform(s).

a) Architecture of the Application Platform

a.1 The proposed Application Platform should support modular and layered application design, separating presentation, business logic, data, and integration concerns with clear dependency management.

a.2 The proposed Application Platform should support service-based and microservices-style architectures, enabling independent deployment and scaling of application components.

a.3 The proposed Application Platform should support encapsulation and reuse of shared business concepts, reusable services, and external system integrations into separate modules or services that can be reused across multiple applications.

a.4 The proposed Application Platform should provide structured representations of modules, services, data models, and dependencies to

aid design, impact analysis, and governance.

a.5 The proposed Application Platform should provide automated checks or guidelines to identify architectural issues (for example, circular dependencies or anti-patterns) prior to deployment.

a.6 The proposed Application Platform should support coexistence and integration with existing systems to enable phased modernisation and migration approaches.

a.7 The proposed Application Platform should support recognised architectural patterns and approaches (for example, integration patterns, domain-driven approaches) for organising complex applications.

a.8 The proposed Application Platform should support design and deployment of multi-application and, where required, multi-tenant solutions with appropriate segregation of data and configuration.

a.9 The proposed Application Platform should support horizontal and/or vertical scaling of applications to meet agreed performance and availability requirements.

a.10 The proposed Application Platform should provide or support the generation of architecture documentation (for example, diagrams and interface catalogues) for review and audit.

a.11 The Contractor should take Secure by Design 9SbD, a proactive approach that embeds cybersecurity at the root of a product's development lifecycle to minimize exploitable flaws incorporating principles like least privilege, defense in depth, and reduced attack surfaces to protect data, privacy, and system integrity.

b) Building Apps

b.1 The proposed Application Platform should provide an integrated development environment that supports modelling or coding of data, user interfaces, business logic, and integrations in a consistent manner.

b.2 The proposed Application Platform should support development of responsive web and, where required, mobile applications, using common patterns and components across channels.

b.3 The proposed Application Platform should provide reusable templates, components, and patterns to promote consistent, maintainable, and accessible user interfaces.

b.4 The proposed Application Platform should provide or support connectors and integration mechanisms for commonly used databases, enterprise applications, and cloud services.

b.5 The proposed Application Platform should support collaborative development (for example, version control, change history, and conflict

resolution) across multiple team members.

b.6 The proposed Application Platform should provide data modelling capabilities, including entities, relationships, and validations, with controlled propagation of schema changes to target environments.

b.7 The proposed Application Platform should allow extension using general-purpose programming languages, scripting, plug-ins, and/or SDKs to implement custom logic and integrations.

b.8 The proposed Application Platform should support encapsulation and reuse of modules or libraries so that common functionality can be shared across solutions.

b.9 Where mobile use cases are envisaged, the proposed Application Platform should support offline usage patterns, including local data storage and synchronisation.

b.10 Where such features form part of the proposed solution, the proposed Application Platform should provide AI-assisted development capabilities (for example, to assist in generating or modifying application artefacts).

c) Debugging Apps

c.1 The proposed Application Platform should provide debugging capabilities that allow inspection of variables, control flow, and execution context for server-side and, where applicable, client-side logic.

c.2 The proposed Application Platform should support configurable logging of runtime events and errors, with sufficient detail to diagnose issues without exposing sensitive information.

c.3 The proposed Application Platform should provide access to error logs and diagnostic information associated with specific applications, components, or requests.

c.4 The proposed Application Platform should support configuration of log levels by environment (for example: development, test, and production) without code changes.

c.5 The proposed Application Platform should provide mechanisms to analyse or profile performance (for example: slow operations, heavy database queries, or long-running transactions).

c.6 The proposed Application Platform should support comparison of different versions of applications or configurations to assist in identifying sources of defects.

c.7 The proposed Application Platform should allow secure export or integration of logs and diagnostic data to external monitoring or support tools.

c.8 The proposed Application Platform should provide design-time checks (for example, missing references, type mismatches) to reduce avoidable runtime errors.

c.9 Where technically feasible, the proposed Application Platform should support controlled debugging on non-production environments that resemble production configurations.

c.10 The proposed Application Platform should provide guidance or tooling to help developers identify and remediate common error patterns.

d) Testing Apps

d.1 The proposed Application Platform should support the implementation and execution of automated unit tests for business logic and service components.

d.2 The proposed Application Platform should support or integrate with tools for functional and user interface testing of web and mobile applications.

d.3 The proposed Application Platform should support integration with CI/CD pipelines so that tests can be executed automatically as part of builds.

d.4 The proposed Application Platform should support the implementation of test data, including creation, refresh, and masking/anonymisation where personal or sensitive data are involved.

d.5 The proposed Application Platform should provide or support reporting on test execution status and outcomes.

d.6 The proposed Application Platform should support performance and load testing either natively or through integration with commonly used testing tools.

d.7 The proposed Application Platform should allow environment-specific configuration so that tests can be executed consistently across environments.

d.8 The proposed Application Platform should support inclusion of security-related checks (for example, basic vulnerability scanning or configuration validation) in test and release processes.

d.9 The proposed Application Platform should support the implementation of automated regression testing to reduce manual effort during frequent releases.

d.10 The proposed Application Platform should support the integration with CIC's selected test management tools.

e) Deploying Apps

e.1 The proposed Application Platform should support controlled deployment of applications and components across multiple environments (for example, development, test, acceptance, and production).

e.2 The proposed Application Platform should provide automated deployment capabilities or support integration with commonly used CI/CD tools.

e.3 The proposed Application Platform should provide pre-deployment analysis (for example list of changes, dependencies, and database schema updates) before execution of a deployment.

e.4 The proposed Application Platform should support deployment approaches that minimise service disruption (for example, staged or rolling deployment), subject to the underlying infrastructure.

e.5 The proposed Application Platform should support safe application of database schema changes and provide options for backup or rollback.

e.6 The proposed Application Platform should support infrastructure as code or configuration as code practices where feasible.

e.7 The proposed Application Platform should maintain deployment logs and audit trails (who deployed, what was deployed, when, and where).

e.8 The proposed Application Platform should support deployment to cloud or on-premises hosting models, as required by CIC.

e.9 The proposed Application Platform should support role-based access and, where needed, approval workflows governing deployment to higher environments.

e.10 The proposed Application Platform should perform validation and compatibility checks during deployment to reduce the likelihood of breaking changes.

f) Integration with External Systems

f.1 The proposed Application Platform should provide mechanisms to connect to common data sources and enterprise systems (for example, relational databases, ERP/CRM, and cloud services).

f.2 The proposed Application Platform should support standard integration protocols and formats such as REST, SOAP, messaging/queues, and common data exchange formats (for example, JSON and XML).

f.3 The proposed Application Platform should allow definition and management of APIs and services that can be consumed by external systems in a controlled and documented manner.

f.4 The proposed Application Platform should support configuration of secure authentication and authorisation for integrations (for example, OAuth2, API keys, or certificates), in line with CIC's security policies.

f.5 The proposed Application Platform should support both synchronous and asynchronous integration patterns.

f.6 The proposed Application Platform should support data transformation and mapping between internal and external data structures.

f.7 The proposed Application Platform should provide monitoring and logging for integration activities (for example, call volumes, error rates, and latency).

f.8 The proposed Application Platform should support secure connectivity to on-premises systems where required.

f.9 The proposed Application Platform should enable reuse and lifecycle management of integration components and APIs across multiple applications.

f.10 The proposed Application Platform should support or integrate with external API management solutions where central API governance is required.

g) API Management

g.1 Leverage CIC subscribed MuleSoft Anypoint Platform whenever applicable.

g.2 API specifications should be well-defined using RAML inside the Design Centre. The specifications shall properly define the request method, headers, URI, query parameters, response content schema, traits, description, example, library, etc.

g.3 Should supplement with additional API documentation through Anypoint Exchange.

g.4 Should design and separate the APIs into System, Process, and Experience API layers following MuleSoft's standard API-led connectivity approach (https://www.salesforce.com/blog/api-led-connectivity/) to facilitate API reuse and agility.

g.5 Should develop the APIs either using native Mule, deployed to CIC's Mule Runtime, or wrapping the APIs using CIC's MuleSoft Flex Gateway, both deployed on-premises.

g.6 Should support with MuleSoft's caching scope, object store, and scheduler to properly cache commonly used APIs to ensure a swift API response time.

g.7 Should adopt proper API policies using API Manager to secure and protect the APIs.

h) System Interface

h.1 Support real-time or near real-time system interfaces between functional modules and external systems for data tracking/transfer purposes. If a real-time interface cannot be configured, the Contractor should articulate how frequently its time-based interface can be set.

1 Should support batch job, including:

1.1 Bulk data import and export using interface files in CSV, JSON, DAT or delimited format. The bulk import/export mode shall allow configuration on its execution schedule and frequency;

1.2 Report generation scheduling; and

1.3 Export generated reports to email,

with job results and success/ error result log provided. The Contractor should state any limitation if not applied to all tables and fields.

2 Should support web services for system interface. The Contractor shall specify the supported standards (e.g. XML, SOAP, WSDL).

3 Should provide procedures (e.g. cryptographic techniques) to protect exchanged information from interception, copying, modification, misrouting and destruction.

h.2 Monitoring

1 The Contractor should have their own monitoring solution regarding system availability or system degradation. The monitoring/ reporting parameters should align with defined SLAs in the agreement.

i) Monitoring and Troubleshooting Apps

i.1 The proposed Application Platform should provide visibility into the health and status of underlying services, including availability and error indicators.

i.2 The proposed Application Platform should provide centralised or consolidated logging across applications and environments, with filtering and search capabilities.

i.3 The proposed Application Platform should support configuration of alerts and notifications when key performance, error, or capacity thresholds are breached.

i.4 Where feasible, the proposed Application Platform should support tracing of requests across services and integrations to facilitate root-cause analysis.

i.5 The proposed Application Platform should provide metrics relevant to

platform usage and performance (for example, CPU usage, network utilisation).

i.6 The proposed Application Platform should support integration with common monitoring, observability or APM tools.

i.7 The proposed Application Platform should provide environment-level monitoring of platform resources (for example, CPU, memory, and storage) to support capacity management.

i.8 Where available, the proposed Application Platform should support the use of analytical or AI-based techniques to detect anomalies and suggest optimisation opportunities.

i.9 The proposed Application Platform should allow role-appropriate access to monitoring and diagnostic information for operations, support and development teams.

i.10 The proposed Application Platform should provide facilities to produce historical reports for key operational data.

j) IAM Requirements

j.1 Internal User Authentication

1 The Contractor should propose a solution that supports Single-Sign-On ("SSO") protocols, including SAML, OpenID Connect and OAuth 2.0, to enable multi-factor authentication with CIC's identity and access management service. The Contractor should communicate with CIC and specify whether the user accounts for the solution will be set up and managed within an Active Directory environment.

2 If the single-sign-on (SSO) protocol is not supported, a privileged account should be assigned to CIC's dedicated person who manages permissions and access control lists for CIC user access. The account password configuration should follow CIC's password policy. The Contractor should not keep any account access (privileged account or non-privileged account) without CIC's approval.

3 The Contractor should leverage the principle of least privilege in conjunction with role-based access control to manage various levels of access control, minimize the risk of unauthorized access, and maintain productivity by granting access rights that are necessary and appropriate for each user's responsibilities.

4 The Contractor can only access the types, services or classifications of information that are authorised by CIC.

5 The use of special privileges should be restricted, controlled, and logged.

6 The solution should support role-based security access control by system functions, by organisation structure or by employee level or all of the above and assign single or multiple roles or groups for users. Access to system utilities should be strictly controlled and only granted with a defined need.

7 The solution should allow system administrators to have the permission to create other user accounts whose security level is lower than himself/herself.

8 The system should be monitored to ensure it complies with access policies and standards.

9 All passwords entered on the screen must be disguised. It is forbidden to use passwords for any purpose other than authentication.

10 The password complexity should follow the CIC's password standard.

11 The solution should support a login password policy (e.g. Force the user to change the password when they log in for the first time, and every 3 months; disable login account automatically for not logging in for more than 6 months) for the user account created locally. The Contractor should list out the supported configuration (e.g. password min/max length, validity of the password, etc.)

12 The solution should support that the password policy can be defined AND configurable by the system administrator to fulfil the required password protection standard.

13 The solution should support "forget password" function by users or system administrator for the user account created locally.

14 The solution should support the following access security settings:

14.1 Role-based security

14.2 Menu-based security

14.3 Function-based security

15 The homepages should be role-centric, based on the information and dashboards needed to be shown for each role.

16 The solution should support the generation of user access rights reports. Report should be in user-readable format.

17 Access management should cover all available environments (i.e., production, testing and development) of the application.

18 The solution should support security settings for specific user with effective start and end dates, so that user security changes can be pre-set in the system before the actual effective date.

j.2 External Users Authentication

1 Should incorporate OAuth or OpenID Connect protocols to enable third-party authentication providers for external users.

2 Should offer temporary guest accounts, if needed, with limited privileges for visitors who need occasional access to certain resources.

3 Should use secure token exchanges to manage session information securely when authenticating external users.

j.3 Authorisation

1 Should ensure that each resource has defined permission sets that restrict access based on user role or group membership.

2 Should leverage Attribute-Based Access Control models that consider various attributes (such as location, department, clearance level) in addition to traditional role-based checks.

3 Should enable dynamic adjustment of authorisation rules based on real-time context or conditions.

k) Security

k.1 The proposed Application Platform should provide security features and guidance to mitigate common application vulnerabilities (for example: injection and cross-site scripting).

k.2 The proposed Application Platform should support encryption of data in transit and at rest in accordance with CIC policies and relevant standards.

k.3 The proposed Application Platform should support secure management of secrets (for example, passwords, keys, and certificates) and avoid hard-coding of such information.

k.4 The proposed Application Platform should provide security-related logging and audit trails, including authentication events and changes to privileged settings.

k.5 The proposed Application Platform should support the implementation of inclusion of security checks in development, testing, and deployment processes (for example, configuration checks or integration with security scanning tools).

k.6 The proposed Application Platform should support implementation of controls to help meet applicable regulatory and compliance requirements (for

example, data protection and audit).

k.7 The proposed Application Platform should support segregation of environments, tenants, and data domains to reduce undue access and privilege.

k.8 The proposed Application Platform should have a defined process for applying security patches and addressing vulnerabilities within the platform.

l) User Management

l.1 The proposed Application Platform should provide facilities to manage platform users, roles, and permissions for different functions (for example, development, operations, and administration).

l.2 The proposed Application Platform should support integration with directory and identity providers for user authentication and single sign-on.

l.3 The proposed Application Platform should support the definition and management of application-level roles and access rules for end-users.

l.4 The proposed Application Platform should support separation of duties by allowing assignment of distinct roles for development, deployment, and operational activities.

l.5 The proposed Application Platform should maintain audit records of key user activities, especially privileged operations.

l.6 The proposed Application Platform should support synchronisation of user and group information from directory services where appropriate.

l.7 The proposed Application Platform should support enforcement of strong authentication mechanisms (for example, multi-factor authentication) in line with CIC and Government policies.

l.8 The proposed Application Platform should provide means to manage access to specific applications, APIs, and administrative functions at a granular level.

l.9 The proposed Application Platform should provide interfaces or APIs to integrate with existing user lifecycle or identity governance processes.

l.10 The proposed Application Platform should support configuration of password and session policies consistent with CIC standards, where not centrally managed.

m) Platform Management

m.1 The proposed Application Platform should provide a management interface or console to administer applications, environments, configurations, and platform resources.

m.2 The proposed Application Platform should support deployment in cloud or on-premises environments, as required by CIC's infrastructure strategy.

m.3 The proposed Application Platform should support configuration management per environment, including secure handling of connection settings and environment-specific parameters.

m.4 The proposed Application Platform should support implementation of platform-wide governance policies (for example, reuse policies).

m.5 The proposed Application Platform should provide visibility into licence, subscription, or capacity utilisation to support cost and resource management.

m.6 The proposed Application Platform should provide backup and restore capabilities, and support the establishment of disaster recovery procedures with defined recovery objectives.

m.7 The proposed Application Platform should support planned upgrades and patches with tools or procedures to assess impact and manage compatibility.

m.8 The proposed Application Platform should support multi-application and, where required, multi-tenant use cases while maintaining appropriate isolation.

m.9 The proposed Application Platform should support integration with IT service management tools for incident, problem, and change processes where required.

m.10 The proposed Application Platform should provide up-to-date technical documentation and guidance material for administrators and developers.

4.3 **Solution Delivery Requirements**

(a) This section outlines the solution delivery requirements for the project. When new application platform(s) and/or material changes to the existing technical architecture are proposed, the Contractor shall comply with all requirements stated herein, unless explicitly specified otherwise.

4.3.1 Overall Solution Architecture and Design

(a) The Contractor shall recommend the key functional design of the proposed application, and present the solution in documents including:

(i) System Architecture and Network Diagram

(ii) Process Flow Diagram/ Activity Diagram

(iii) Deployment Diagram

(iv) Cloud provider, if any;

(b) The Contractor shall provide technical advice to the CIC on the architecture design. The Contractor shall propose the necessary refinements and elaborations for CIC's consideration and endorsement to ensure that the solution will achieve the project objectives, overall specifications, and performance;

(c) The Contractor shall propose the suggested infrastructure design and requirement, including the suggested cloud provider if any. CIC hold the ultimate decision on whether to adopt the suggested technologies or platform. Where a cloud provider is proposed, all hosting facilities and related data processing services shall be located within the Hong Kong Special Administrative Region (HKSAR) to comply with CIC's security, privacy, and regulatory requirements;

(d) The Contractor may propose technologies and solutions that align with the objectives of the project. While the Contractor may suggest alternative technologies, any proposed solution shall reference and comply with the CIC's recommended technologies outlined in the Assignment Brief. The Contractor should provide a rationale for any deviations from these recommended technologies.

4.3.2 Integration & API Requirements

(a) API Design & Management

(i) The Contractor shall implement all integration and data exchange between systems and clients following a microservices architecture, with RESTful APIs as the default standard for synchronous integration. Asynchronous messaging, event-driven integration, batch processing, or managed file transfer may be proposed where technically justified, subject to CIC's prior approval. All such integrations shall remain governed, discoverable, and documented within the application network;

(ii) Design the APIs with the application network (https://www.mulesoft.com/api/what-is-an-application-network) concept in mind;

(iii) Leverage CIC subscribed MuleSoft Anypoint Platform whenever applicable;

(iv) The Contractor shall define all API specifications using OpenAPI Specification (OAS) 3.x as the primary standard, authored or imported into Anypoint Design Centre. RAML 1.0 may be used only where justified for

consistency with existing CIC assets and with CIC's approval. Specifications shall define, at minimum, the request methods, headers, URIs, query parameters, request/response schemas, error responses, security schemes, descriptions, examples, and reusable components (or traits/libraries where RAML is used);

(v) Supplement with additional API documentation through Anypoint Exchange;

(vi) The Contractor shall deliver all API specifications in machine-readable format (YAML or JSON) suitable for direct import into and publication on MuleSoft Anypoint Exchange.

(vii) Design and separate the APIs into System, Process and Experience API layers following MuleSoft's standard API-led connectivity approach (https://www.salesforce.com/blog/api-led-connectivity/) to facilitate API reuse and agility;

(viii) Develop the APIs either using native Mule, deployed to CIC's Mule Runtime, or wrapping the APIs using CIC's MuleSoft Flex Gateway, both deployed on-premises;

(ix) Apply MuleSoft's caching scope, object store and scheduler to properly cache commonly used APIs to ensure a swift API response time;

(x) Adopt proper API policies using API Manager to secure and protect the APIs, including but not limited to the use of the following:

(1) Spike Control

(2) Rate Limiting

(3) JWT Validation

(4) IP Allowlist and Blocklist

(5) JSON Threat Protection

(6) Client ID Enforcement

(7) Cross-Origin Resource Sharing (CORS)

(8) Integrate the APIs with CIC's Sentry platform (https://www.sentry.io) for application logging and abnormalities alert.

(xi) The Contractor shall supply Postman collections for all developed APIs, with properly defined environment variables (covering all deployment environments), requests, expected responses, and automated test scripts/assertions. The collections shall support both ad-hoc API testing and scheduled monitoring, and shall be executable via Newman (or equivalent CLI) for integration into CIC's CI/CD pipelines. The Contractor shall keep the collections up to date throughout the contract period to reflect any API

4.3.3 Security & Identity Management Requirements

(a) Identity Lifecycle Management

(i) The Contractor shall propose a solution that supports the following enterprise identity integration scenarios as required by CIC:

(1) Direct integration with Microsoft Entra ID (formerly Azure AD);

(2) Federated authentication where Microsoft Entra ID acts as a federation hub with an underlying identity provider (which may include an on-premises Active Directory environment);

(3) Direct integration with OKTA,

(ii) To support the above scenarios, the proposed solution must be capable of integrating with CIC’s identity and access management service and shall support standard Single-Sign-On (SSO) protocols, including SAML, OpenID Connect and OAuth 2.0, to enable secure authentication. The Contractor shall demonstrate in tender the solution's flexibility to accommodate these different identity provider configurations while maintaining a consistent and secure user experience;

(iii) Specific integration architecture, including detailed protocols, attribute mappings, security policies, and the setup and management of user accounts (e.g., within an Active Directory environment), will be defined and agreed upon with CIC's security team during the implementation phase.

(b) Data Security & Privacy

(i) Data Encryption

(1) Industry-standard encryption algorithms, such as Advanced Encryption Standard (AES) AES-256, shall be used. Data at rest, including backup copies and databases, offsite storage, local drives, mobile devices, cloud storage, shall have encryption applied;

(2) All connections that are transporting data shall be encrypted (e.g., TLS);

(ii) Privacy Compliance

(1) Comply with Personally Identifiable Information (PII) standards when the data copied from the production environment for use in the replica environment. PII data will need to be either masked or replaced with pseudo data in the replica environments;

(2) Production PII data should be replaced with pseudo data for the purpose of testing in non-production environments. The Contractor should provide an overall data map of how data is used, if it is encrypted during transport and at rest;

(3) The Contractor should articulate the data retention process for the replica environment e.g. can this be purged based on CIC requirements;

(4) Comply with the data location requirement specified under Environment Management section.

4.3.4 Logging and Audit Trail Requirements

(a) Audit trail

(i) The solution shall log all create, update, delete, and export operations on business data, capturing user identity, timestamp in UTC, action, entity or record ID, affected field names, source, and outcome. Field-level change logging is required. Before/after values shall be captured only for fields explicitly configured and never for sensitive fields. Audit logs shall be append-only and tamper-evident. Authentication and privilege-change events shall also be logged.

(b) PII protection

(i) Passwords, secrets, tokens, and payment card data shall never be logged. PII shall not appear in clear text and shall be protected through appropriate masking, truncation, pseudonymisation, or flag-only logging. The determination of which fields constitute PII or sensitive data shall be made and endorsed by CIC ITD cybersecurity team, and this endorsed determination shall govern the logging behaviour. Error traces and payloads shall be sanitised accordingly.

(c) Configurability

(i) Logged fields, before/after value capture, masking rules, and log levels shall be configuration-driven and adjustable per entity or field without code change or redeployment. Changes to the logging configuration shall themselves be audited.

(d) Performance

(i) Logging shall not materially degrade performance. The Contractor shall propose the architecture, such as asynchronous writes. Logging failure shall not fail business transactions unless otherwise agreed by CIC.

(e) Format, storage and retention

(i) Logs shall be structured, such as JSON, and enriched with correlation IDs to support end-to-end tracing. The Contractor shall provide a log management and storage capability as part of the solution. Should CIC later adopt a central log management platform, the solution shall be capable of integrating with it. The solution shall support configurable retention, and the Contractor shall provide a log volume/storage sizing estimate based on stated utilisation assumptions.

(f) Acceptance

(i) At UAT, the Contractor shall evidence that prohibited data is not logged, masking works as configured, field configuration changes apply without redeployment, and performance targets are met.

4.3.5 Infrastructure Requirements

(a) Platform & Client Support

(i) Support browsers on Windows, Mac, iOS, and Android platforms including but not limited to Edge’s latest version (including mobile version), Chrome’s latest version (including mobile version) and Safari’s latest version (including mobile version);

(ii) Connections shall be provided through API calls, file transfer and any other protocols shall be going through the client's private network/ secure VPN/ cloud backbone network. All connections that are transporting data should be encrypted. All data at rest should be encrypted;

(iii) Support data input and display in Unicode covering English and optional for Traditional Chinese, Simplified Chinese, and the Hong Kong Supplementary Character Set (HKSCS);

(iv) Ability to use without client installation to user's computer. If there is any

component or module of the proposed system that has to be installed on the user's local computer and run as a client application in Windows or Citrix. The Contractor shall provide details including the client OS (e.g. Windows) version supported.

(b) Environment Management

(i) Provide multiple environments, i.e., production, testing and development;

(ii) Determine the location (at least the region) of data for all available environments (i.e., production, testing and development) of the application and backup by CIC.

(c) Hosting & Resilience

(i) Preference will be given to solutions hosted within geographically redundant locations (if applicable) to minimise latency and maximise reliability;

(ii) The hosting environment must provide high levels of redundancy across power supplies, network connections, and hardware components to prevent single points of failure;

(iii) Sufficient bandwidth capacity and low-latency networking infrastructure are necessary to handle peak loads and maintain smooth operations;

(iv) Regular automated backups with offsite storage options must be implemented to protect against data loss due to hardware failures or other unforeseen events.

(d) Monitoring & Observability

(i) Ability to provide or propose online monitoring tools for bandwidth throughput and latency issues.

(ii) The Contractor shall have their own monitoring solution with proactive notifications sent to CIC regarding system availability or system degradation. The monitoring/reporting parameters should align with defined SLAs in the agreement.

(e) System Email Requirements

(i) All emails sent from the System shall originate from the @cic.hk domain

and shall be formatted in HTML in accordance with the CIC branding guidelines;

(ii) Where an email contains a call-to-action link for the recipient, the link shall be a deep link that directly navigates the recipient to the corresponding item within the summary list of actions or the specific content page within the System.

4.3.6 Solution Architecture & Costing

(a) The Contractor shall provide the one-off cost and ongoing operating cost quotation covering all application infrastructure components/ cloud services with the breakdown of details if applicable, and clearly state whether the Contractor or CIC will absorb the cost, as part of:

(i) Fee proposal if the fee will be covered by the Contractor; OR

(ii) Technical proposal if the fee will be absorbed by CIC.

Incorrect presentation of quotations within the required proposal may result in disqualification;

(b) The Contractor shall provide comprehensive advice and options to CIC on best practices for cost optimisation.

4.3.7 DevOps and CI/CD Requirements

(a) The Contractor shall store source code, build scripts, deployment scripts, configuration artifacts, and relevant documentation in a CIC-provided GitHub repository unless otherwise approved by CIC.

(b) The Contractor shall implement automated Continuous Integration (CI) pipelines using GitHub Actions only. The pipeline shall be triggered automatically upon code commits or pull requests to the main development branches and shall include, at minimum, code compilation, unit testing, code quality analysis, and security vulnerability scanning.

(c) The Contractor shall implement automated Continuous Delivery/ Deployment (CD) pipelines using GitHub Actions only to deploy the application to testing and production environments. The deployment process shall be reliable, repeatable, controlled, and minimise manual intervention.

(d) Other CI/ CD tools are not permitted unless CIC gives prior written approval. Any request to use another tool shall include technical justification, security assessment, integration approach, ownership, operational support impact, and migration/exit plan.

(e) For OutSystems, Adobe Experience Manager, or other managed platforms, the Contractor shall define a CI/ CD strategy compatible with the platform lifecycle management mechanism and integrate it with the GitHub Actions-based workflow

where feasible.

4.4 **Non-Functional Requirements**

4.4.1 Overall Requirements

When new Application Platform(s) and/or material changes to the existing technical architecture are proposed:

(a) The Contractor shall refer to **Annex B** General Non-functional Requirement Checklist for the complete non-functional requirements for the project and the detailed technical specifications and functionalities. All responses shall address these requirements comprehensively;

(b) The Contractor shall indicate their level of compliance with each general non-functional requirement in the designated Contractor's Response column of **Annex B**. The response shall be submitted along with the tender. Incomplete submissions may result in disqualification from the tendering process.

4.5 **Security Requirements**

4.5.1 Overall Requirements

When new Application Platform(s) and/or material changes to the existing technical architecture are proposed:

(a) The Contractor shall review and comply with all the security terms outlined in **Annex C** - CIC Security Requirements. **Annex C** provides critical information regarding the security measures and protocols that shall be followed during the Service and shall be integrated into the proposed solution to ensure data protection and compliance with relevant standards. All responses shall address these requirements comprehensively.

(b) The Contractor shall indicate their level of compliance with each security requirement in the designated Contractor's Response columns of **Annex C**. The response shall be submitted along with the proposal. Incomplete submissions may result in disqualification from the bidding process.

(c) **Annex B**, **section 4.5**, and **Annex C** collectively constitute an integrated set of non-functional requirements for this project. The Contractor shall ensure that their proposal aligns with these requirements, demonstrating how they will meet the outlined technical and security criteria.

(d) The Contractor shall show the existence of a formally certified Information Security Management System (ISMS) relevant to the services under the tender including

certification scope and validity.

(e) The Contractors shall review Annex C in full before submission, as these obligations carry direct cost, resource, and schedule implications. All costs involved in meeting compliance types "FC", "BC", "RC" and “OF” must be fully accounted for and included in the total sum of the submission, and shall not be treated as variations or additional charges after contract award.

(f) The Contractor is required to pass the security requirement as mentioned in assessment criteria under Appendix E (Tender Evaluation Procedures and Criteria) in Conditions of Tender document.

(g) External access to the CIC environment is restricted to whitelisted IP addresses only and must be established through the CIC-designated VPN and Privileged Access Management (PAM) solutions. Contractor shall ensure its personnel obtain and maintain valid connectivity through these solutions as a prerequisite for accessing the CIC environment; direct access from non-whitelisted IP addresses will not be permitted.

5 Project Management Requirements

5.1 Project Management Requirements

If the Contractor proposes to renew and continue using the current OutSystems platform after the end of the existing subscription, the Contractor shall provide all necessary support and management services to complete the renewal and comply with the requirements described in sections 5.1.8, 5.1.9, 5.1.10 and 5.1.11. When new application platform(s) and/or material changes to the existing technical architecture are proposed, the Contractor shall comply with the project management requirements outlined in section 5.

5.1.1 Project Management and Governance

(a) The Contractor shall be responsible for the project management and provide the following services:

(i) Define and specify the methodology and approach for managing and executing the project, which may include industry-standard practices such as PRINCE2, PMBOK, or Agile Scrum;

(ii) Serve as the primary point of contact for the CIC regarding all project-related activities and manage the entire project lifecycle;

(iii) Prepare the logistics of Non-Disclosure Agreement (“NDA”) signing;

(iv) Organise Inception Meeting as the first meeting for project managers to meet stakeholders, introduction of stakeholders from all parties, and endorse project charter prior to formal kick-off meeting;

(v) Organise official Kick-off meeting endorse project plan, align expectations and execution plan;

(vi) Organise regular meetings to track project progress and milestones, fostering a dynamic feedback loop between the CIC's project team and the Contractor;

(vii) Coordinate with various stakeholders, both internal and external, to ensure the successful completion of the project;

(viii) Supervise and track the progress of project activities to ensure they are completed on schedule and meet the project's objectives;

(ix) Maintain a collaborative and integrated working relationship with the project organisation to be established by CIC, which will include, but is not limited to, the Project Steering Committee, Project Assurance Team, Project Management Team and Project Team(s);

(x) The Contractor must utilize specific communication tools and applications to enhance project transparency and efficiency:

(1) MS Teams will centralize communication and document hosting, ensuring continuity and restricted Contractor access. CIC Project team will be responsible to create a shared MS Teams site / folder to host all project documents and for communication during the whole project lifecycle;

(2) ServiceNow will centralize project background information, status updates, financials, and timelines;

(3) Jira shall be used as standardized and mandatory tool for project management, issue tracking, and task management throughout the entire project lifecycle. The Contractor is required to use Jira in strict accordance with CIC's specified workflows, project configurations, fields, and access controls;

(4) GitHub will manage source code versions and repository storage, facilitating effective program development.

5.1.2 Project Organization

(a) Below outlines the key project stakeholders that consist of the project organization

from CIC:

(i) Project Steering Committee (PSC)

PSC is a governing board responsible for overseeing project expenditures, resources, and decision-making. The PSC represents interests from multiple business, user, and technical perspectives. Depending on the project classification (i.e. project grading), the scale and member's formation of the Project Steering Committee (PSC) may be varied. The formation of the PSC comprised of the project director, project managers, and / or selected representatives from the project owner's department or supporting departments, Executives deemed relevant, and the Contractor's senior management. The establishment of PSC is based on the decision of project owner and Chief Information Officer (CIO), and CIO is the ultimate decision maker for the PSC establishment. The PSC shall be defined in the Initial and Planning phases of Grade 1 / Grade 2 / Grade 3 projects.

(ii) Project Assurance Team (PAT)

PAT looks after the quality assurance work on behalf of the PSC from the business, user and technical perspectives. They are individuals with knowledge or expertise in the specific area that is part of the project scope. PAT is appointed by PSC and is optional for Grade 2, and 3 projects.

(iii) Project Owner

The Project Owner is the ultimate decision-maker for the project. The Project Owner takes holistic ownership of the project by defining the overall project strategic direction to ensure it conforms to the overall IT strategy.

(iv) Project Director

The Project Director is the staff member from the project owner or supporting department who takes on part of the responsibilities of Project Owner in managing the project during its Implementation Phase.

(v) Project Management

Project Management comprises the Project Managers (PM) from:

(1) CIC IT Team

(2) CIC Business Unit (BU)

(3) Contractor

The Project Manager is accountable for project management, overseeing project performance, monitoring project timeline, channel project communication and delivery of project deliverables.

(vi) Project Team

The Project Team comprises the Project team members from CIC Team and Contractor Team.

(1) CIC Team members - subject matter experts are team members with strong knowledge in the specific functional / technical areas. They are assigned to participate actively in one or more phases of the project.

(2) Contractor Team Members - contractor resources assigned to complete project tasks as directed by the Contractor Project Manager.

5.1.3 Project Management Approaches

(a) This project will adopt a hybrid approach to project management, combining elements of both predictive and adaptive methodologies. The Contractor shall propose detailed activities and logistics to support this approach.

(b) **Predictive**

(i) Review and analyse the information gathered on current operational processes and technical systems, if applicable, and identify existing problems and issues;

(ii) Identify improvement areas reference from similar organisations, the latest market trends, and/ or industry best practices, if applicable;

(iii) Study, clarify and confirm the detailed user requirements, furnishing the to-be processes and producing the solution architecture and the detailed designs of the System, and closely working with CIC in carrying our detailed SA&D to review and refining the design of the System to ensure that the requirements are fully met;

(iv) Conduct project requirement management, including preparing a running list of project backlog items to promote project transparency, and reporting and following up on all outstanding issues with all related parties;

(v) Provide detailed design with proposed components needed for

implementing a complete and fully functional system during the SA&D stage, including all hardware (including Contractor supplied hardware), all software (including Contractor supplied software) and custom programs as required as appropriate;

(vi) Produce the SA&D Report, which contains technical specifications and detailed designs of the System within the schedule as set out in the Project Schedule in accordance with the provisions of the Service;

(vii) Adopt iterative design-and-build process with elements like agile development, SCRUM, system simulations and wireframing for application development.

(viii) *The HKSAR Digital Policy Office ("DPO") standards for conducting effective SA&D are preferred as the standards to be adopted.* These standards and guidelines will be regarded as the major references to ensure the quality of the deliverables of the SA&D Services: https://www.digitalpolicy.gov.hk/en/our_work/digital_infrastructure/methodology/system_development/effective_guide.html

(c) **Adaptive**

(i) Perform an initial release planning to identify the development tasks required for implementing each user story, and then split and prioritise the user stories into one or more release(s) of working software for rollout;

(ii) Create a release plan that represents a schedule for delivering one or more release(s) to users, i.e. the target functions of the System to be delivered to users by different deadlines. The functions will be delivered upon completion of a planned number of timeboxes associated with the selected user stories;

(iii) Perform timebox planning at the start of each development timebox to select user stories and the associated tasks for implementation based on prioritisation. The Prioritised Requirement List should be updated during the timebox period for any changes to user stories, sequence of tasks, etc.;

(iv) After collecting and confirming the detailed requirements from users, perform the detailed system design including the data and application design.

5.1.4 System Analysis and Design (SA&D)

(a) The Contractor shall be responsible for the system analysis and design and provide the following services:

(i) The Contractor shall conduct Requirement & Design Workshops to analyse and align all as-is and to-be business, data, and technical requirements. The workshop shall include but not be limited to, the following activities:

(1) Business Requirements Analysis: The Contractor shall work closely with the stakeholders to understand current business processes and identify areas for improvement in the to-be state;

(2) Data Requirements Analysis: The Contractor shall assess existing data structures and flows, and define new data requirements necessary to support the to-be business processes;

(3) Technical Requirements Analysis: The Contractor shall evaluate the current technical infrastructure and propose enhancements or new technologies required to meet the to-be state;

(ii) The Contractor shall define the application, data, and architecture designs to support the to-be requirements. This includes:

(1) Application Design: The Contractor shall develop detailed application designs that align with the identified business and data requirements;

(2) Data Design: The Contractor shall create comprehensive data models and schemas to ensure seamless data flow and integration between systems;

(3) Architecture Design: The Contractor shall outline the overall system architecture, including hardware, software, and network components, to ensure scalability, security, and performance;

(iii) The Contractor shall deliver the following deliverables as part of the output from the workshops:

(1) Detailed documentation of as-is and to-be business processes;

(2) Functional design document;

(3) Technical design document which documents the data structure, database structure, architecture design deployment design, security design and Business Continuity Plan ("BCP") in the technical design document;

(iv) The Contractor shall conduct at least two rounds of design and document reviews. These reviews shall be conducted in one of the following formats:

(1) Presentation: The Contractor shall present the TO-BE process, design, and workflow to the Project Steering Committee ("PSC") and/or Project Assurance Team ("PAT");

(2) Circulation: The Contractor shall circulate the functional design, technical design, and Privacy Impact Assessment ("PIA") documents (if applicable) to the Enterprise Architect for architecture review. The Contractor shall also consult with the Chief Information Officer ("CIO") during this process.

(v) The Contractor shall ensure a formal sign-off process to confirm the completion and acceptance of this project phase. The sign-off process shall include the following steps:

(1) Approval by PSC / Project Owner: The sign-off must be approved by the Project Steering Committee or the Project Owner;

(2) Sign-Off by CIC Project Manager and Business Unit ("BU"): The sign-off must be completed by the Project Manager from CIC and Business Unit.

5.1.5 Application Development, Code Management and Deployment Requirements

(a) The Contractor shall deliver, install and configure the New Hardware and/or New Software at the location(s) agreed with CIC. The Contractor shall ensure that all units of the New Hardware and/or New Software are properly connected to the designated computing devices / network equipment as per the directives of CIC;

(b) The Contractor shall also provide all work ("Work") with no interruption to existing systems operating at the location(s). The Work include, without limitation, the following:

(i) Provide sufficient experienced staff resources in the Project Team for coordination, installation, cabling, configuration and other related services;

(ii) Coordinate with other relevant parties, such as the various support teams and users of CIC and other contractors engaged by CIC, during the rollout of the New Hardware which are located across various location(s);

(iii) Label each cable according to the naming convention provided by CIC;

(iv) Label each piece of New Hardware according to the naming convention provided by CIC;

(v) Set up each unit of New Hardware and provide sufficient cables and cable patching service to connect the New Hardware to the existing network and

system as per the network design and rack layout agreed upon by CIC;

(vi) Prepare the plan for the Installation Test ("Installation Test Plan") for the New Hardware for the agreement by CIC.

(c) The Contractor shall recommend the appropriate versions of firmware, and any related system components and the respective settings of each of these components to CIC for consideration. The recommended versions and settings shall ensure that the New Hardware and New Software is able to work reliably and optimally with each other and existing systems and networks. The recommended versions, settings, and configuration of the New Hardware should be vetted and supported by the manufacturer. Evidential support from the manufacturer (e.g. compatibility guides, data sheets, advice from manufacturer's representatives, etc.) should be provided wherever applicable. Upon agreement by the CIC, the Contractor shall apply the recommended versions and settings of the system components to the New Hardware and make proper written records for submission to the CIC;

(d) The Contractor shall perform network and system configuration of the New Hardware as stated in Functional Requirements above as per the configuration plan agreed by CIC;

(e) The Contractor shall implement the System approved by the CIC and integrate with the related systems, following the timeframe stated in the Project Schedule agreed between CIC and the Contractor;

(f) The Contractor shall follow development standard OWASP Top 10 awareness document for developers and web application security;

(g) For source code repository management, CI/ CD pipeline requirements, and DevOps tooling specification, refer to the DevOps and CI/CD Requirements section.

5.1.6 Testing

(a) The Contractor shall perform all necessary tests before the deployment of the System to ensure compliance. Test data shall be carefully selected, protected and controlled commensurate with its classification. If use of classified data from production is genuinely required, the process shall be reviewed, documented and approved by Information Owner. The necessary tests include:

(i) Unit Tests and System Integration Tests ("SIT")

(1) The Contractor shall conduct comprehensive Unit Tests and SIT to ensure that the developed solution meets all specified requirements and integrates seamlessly with existing systems, if applicable;

(2) The objectives of the Unit Tests and SIT include, but are not limited to, the following:

2.1 Validates individual subprograms, subroutines, classes,

procedures and specifications prior to integration with other functions;

2.2 Code review may be performed after the Unit Tests to improve the quality and maintainability of the program.

(3) The Contractor shall be responsible to prepare the integration test plan, setup test environment and assist PAT and business users to conduct integration test, and document test result.

(ii) User Acceptance Tests ("UAT")

(4) The Contractor shall assist the CIC to conduct UAT to ensure the agreed and specified requirements (including but not limited to functional, non-functional and security requirements) are met;

(5) Functional Test shall be part of the UAT to test the delivered program, system and environment configurations, and migrated data on a function-by-functions basis against functional design document, with but not be limited to the following activities:

5.1 Outline functional test plan;

5.2 Conduct functional tests and provide test result document;

5.3 Setup test environment;

5.4 Prepare testing data (which may require data migration);

5.5 Assist PAT and business users to conduct functional tests and document test result;

(6) The Contractor shall prepare the UAT test cases, including the typical and extreme cases, to ensure they meet all agreed requirements;

(7) The Contractor shall provide the UAT test instructions and guide users;

(8) The Contractor shall be responsible for urgent bug fixing and data patching without additional costs incurred to the CIC, for issues raised from UAT;

(9) All critical issues found shall be resolved and fixed prior to the

production launch, and other issues should be resolved as soon as possible following production, upon agreement with the CIC.

(iii) Load Tests/ Stress Tests

(1) The Contractor shall conduct Load Tests or Stress Tests to ensure that the System runs properly under the normal and abnormal loading, and meets the required performance level;

(2) The estimated number of concurrent users for the System is indicated in Non-functional Requirements section for the Contractor's reference.

(iv) Disaster Recovery ("DR") Drill Tests

(1) The Contractor shall conduct DR Drill Tests to ensure the business continuity plan for the system is effective and operational in the event of a disaster or major disruption to IT systems or operations level;

(v) Security Tests

(1) The Contactor shall test the adequacy of the security controls and procedures imposed in the system by attempting to violate them;

(2) Ensure the system / application is comply with all the security terms specified by CIC.

(vi) Installation Tests

(1) Prior to the carrying out of the Installation Tests for each batch of New Hardware and/or New Software, the Contractor shall submit the Installation Test Plan according to the Implementation Plan including test scope, test procedures, mechanism for tracking defects and reporting for approval by CIC. If in the opinion of CIC such specifications do not provide sufficient details to test all the functions and facilities of the New Hardware and/or New Software as covered by that batch, the Contractor shall make any reasonable amendments to such specifications to the satisfaction of the CIC;

(2) All New Hardware and New Software required for the Installation Tests shall be setup at a venue designated and provided by CIC and in the presence of CIC staff or designated representatives for performing the Installation Tests by the Contractor;

(3) The Contractor shall provide details of the Installation Tests to ensure that all units of New Hardware and/or New Software are correctly installed, connected and function properly;

(4) Upon completion of the Installation Tests, the Contractor shall submit the results of the Installation Tests to CIC. If in the opinion of CIC such results do not provide sufficient details to test all the functions and facilities of the New Hardware and/or New Software as covered by that batch, the Contractor shall make any reasonable amendments to such results to the satisfaction of the CIC.

(vii) Reliability Tests

(1) Each batch of New Hardware and/or New Software will be operated continuously to determine whether the entire batch can meet the Reliability Levels as specified below;

(2) In respect of each batch of New Hardware and/or New Software, as part of the Reliability Tests, CIC will operate each unit comprised in that batch for four (4) consecutive weeks to determine whether the batch can achieve the minimum performance level (i.e. Reliability Levels) in accordance with the following criteria. In respect of each such batch, the Reliability Levels shall continue to be complied with throughout the Maintenance Period in respect of each successive month of the Maintenance Period ("Given Period");

(3) The minimum serviceability level for the Given Period shall be at least 99.95% and shall be measured at the end of the Given Period;

(4) The minimum mean time between failures ("MTBF") for the Given Period shall be at least 400 hours and shall be measured at the end of the Given Period;

(5) For the purpose of measuring serviceability level and MTBF, the Contractor shall record all fault incidents in a fault investigation report which shall contain at least the following information:

5.1 the date and time the Contractor is notified of the fault

5.2 the date and time of arrival, name, post and staff identity card

5.3 number of the Contractor's maintenance personnel at the location

5.4 the type, serial number and description of each failing component

5.5 the date and time when repair starts

5.6 the date and time when repair ends

5.7 the description of faults and causes, if known

5.8 the corrective action taken, including repair, maintenance, fix and replacement of parts;

The report shall be submitted to CIC within two (2) weeks after the Given Period to which it relates.

(viii) Other System Tests (if applicable)

(1) The Contractor shall propose in the tender which other system tests will be conducted to ensure the system is ready for deployment. This may include Smoke Test, Compatibility Tests, Adaptability Tests, Infrastructure Test, Capacity Test, Penetration Test, API Test, Automation Test, or other tests, if applicable.

5.1.7 Deployment and System Launch

(a) The Contractor shall be responsible for the deployment of the System into the production environment, ensuring a smooth transition from development to live operation;

(b) The deployment process shall include the following phases:

(i) Pre-deployment planning to establish a detailed deployment plan that outlines tasks, timelines, and resource requirements;

(ii) Environment setup to ensure that the production environment meets all technical specifications and is fully prepared for deployment;

(iii) Deployment execution to carry out the deployment activities, including data migration, configuration, and installation of the solution;

(iv) The Contractor shall provide a choice of deployment, e.g. a process/ procedure to confirm which upgrade/ functionality to be deployed;

(v) The Contractor shall perform system scanning, checking and hardening before production rollout, and the System hardened shall then be used as a baseline for any further changes;

(vi) The Contractor shall develop a rollback plan to revert to the previous version of the System in case of critical issues during or after deployment. This plan must be tested and ready for execution if needed;

(vii) The Contractor shall provide comprehensive deployment plans associated with the deployment process. In the event of system change, the Contractor shall prepare an Implementation Verification Fallback ("IVF") document for CIC review, outlining verification processes and contingency plans;

(viii) The System should be launched within the planned timeframe as planned in the agreed Project Schedule.

5.1.8 Exit Requirements

(a) Nursing Services

(i) The Contractor shall provide a free nursing period for at least **TWELVE (12) weeks** after production launch to ensure the ongoing performance, reliability, and security of the System;

(ii) The nursing services shall include, but are not limited to, the following, which are subject to discussion with CIC:

(1) Routine maintenance to check and update the System regularly to ensure the System operates efficiently and securely;

(2) Technical support regarding the system usage and necessary fixes;

(3) Incident management to timely resolve the issues and incidents reported by users or identified through monitoring, the support requests of identifying and fixing bugs shall be given priority over other support requests;

(4) Performance monitoring to continuously monitor the System performance metrics and proactively identify and address potential issues;

(iii) The Contractor shall describe their supporting tools, such as knowledge base, community, documentation) in English language (and Traditional Chinese if required), and escalation procedures, such as diagnostic and reporting with a ticketing system;

(iv) The Contractor shall adhere to the following Service Level Agreements ("SLAs") during the nursing period:

(1) The Contractor shall resolve critical incidents within **TWO (2) days**

of acknowledgement, and resolve non-critical incidents within **TWO (2) weeks** of acknowledgement.

(v) Upon the expiry of the nursing period, the Contractor should ensure a smooth system handover for the CIC in-house maintenance team. An on-site handover session shall be provided to CIC before the contract end date.

(b) Knowledge Transfer

(i) The Contractor shall provide THREE (3) on-site/ online training sessions that cover the System's administrative operations and workflows of major features;

(ii) Each training session should have TWO (2) hours and support at least FIVE (5) CIC colleagues with hands-on practice with training materials and manuals;

(iii) Online training materials such as on-demand courses, tutorials, videos, and knowledge bases shall be provided for CIC colleagues to ramp up their skills in the deployed solution at their own pace.

5.1.9 High-level timeline/ milestones

(a) The Service tentative planned to commence in **December 2026** and is anticipated to be completed within before 27 March 2027 to ensure a smooth transition, or on such other date as may be agreed between the CIC and the Contractor. The Contractor shall provide the application with committed subscription or equivalent service period of not less than TWO (2) years.

When new application platform(s) and/or material changes to the existing technical architecture are proposed, the Contractor shall also provide a TWELVE (12) week nursing period for each of the THREE (3) applications, along with ONE (1) year of maintenance service.

5.1.10 Deliverables

(a) General Requirements

i. The Assignment and all Deliverables shall comply with the Contract requirements to the satisfaction of CIC. Where there are different interpretations between CIC and the Contractor regarding any requirements in the Contract, CIC shall have the final jurisdiction on the explanation and the approach of implementation for such requirements. The Contractor shall follow CIC's explanation of the requirements and the instructions given by CIC to implement the solution to the satisfaction of CIC.

ii. All works produced by the Contractor, for example, reports, documents, recommendations, data, configurations, source code, training materials, and any other information prepared or collected by the Contractor, its specialists, sub-contractors and their employees and agents in the course of this Assignment (collectively "Deliverables") shall be subject to acceptance by CIC or the approving parties as designated by CIC.

iii. CIC will endeavour, as far as practicable, to respond to and comment on Deliverables within the time frame specified in this Brief (for example, about ten to fourteen working days after submission, unless otherwise stated). The Contractor shall rectify, supplement, and resubmit the Deliverables within the period stipulated by CIC (for example, within one week upon receipt of CIC's comments), without additional cost to CIC.

iv. All documents shall be submitted electronically in editable formats (such as MS Word for text, MS Excel for data, MS PowerPoint for presentations, and other native formats as applicable), together with corresponding PDF or other readily printable formats as may be agreed with CIC.

v. Unless otherwise specified, all Deliverables shall be prepared in English. Where directed by CIC, Deliverables (including reports and key presentation materials) shall be provided in both English and Chinese to the satisfaction of CIC.

vi. The copyright and all other intellectual property rights subsisting in the Deliverables and any documents, materials, data, and other information prepared or collected by the Contractor, its specialists, sub-contractors, and their employees and agents in the course of this Assignment shall vest in CIC, subject to any agreed pre-existing rights as specified elsewhere in this Brief.

vii. All electronic Deliverables and software provided by the Contractor shall be free from malicious code and backdoors and shall comply with CIC's information security requirements.

(b) Scope of Deliverables

i. Without prejudice to any other requirements in this Brief, the Contractor shall prepare, at a minimum, the following Deliverables:

i. Project initiation and management Deliverables;

ii. Quality management Deliverables;

iii. Technical Deliverables for analysis, design, development, testing, deployment, data migration, and handover of the Application Platform and Applications; and

iv. Nursing and maintenance Deliverables.

(c) Management Deliverables

i. The Contractor shall prepare the following management Deliverables:

i. Project Initiation Document, setting out the project objectives, scope, assumptions, constraints, governance structure, communication plan, and risk management approach;

ii. Project Plan and detailed implementation schedule, including work breakdown structure, resource plan, milestones, and dependencies;

iii. Stage Plans (or equivalent) for major stages such as analysis and design, development, testing, deployment/migration, and nursing;

iv. Exception Plans, if any, describing recovery actions and revised schedules for significant deviations from the agreed plan;

v. Minutes / Notes of Meetings for project kick-off, regular progress meetings, steering committee meetings, and other formal meetings with CIC and stakeholders, including agreed actions, responsible parties, and target completion dates;

vi. Regular Highlight / Progress Reports (for example, monthly or at intervals agreed with CIC), summarising progress, achievements, upcoming activities, key issues and risks, and mitigation actions;

vii. Risk, Action, Issue, and Decision (RAID) Log or equivalent project registers; and

viii. Project Evaluation / Completion Report summarising the overall outcome of the Assignment, achievement of objectives, issues encountered, and recommendations for future improvement.

(d) Quality Management Deliverables

i. The Contractor shall prepare quality management Deliverables including:

i. Quality Management Plan describing the quality standards, methods, reviews, verification, and validation activities to be adopted, in alignment with CIC and Government standards and methodologies;

ii. Product / Deliverable Descriptions for key technical Deliverables, where applicable;

iii. Issue reports, technical exception reports, and requests for change, where applicable; and

iv. Rectification proposals and follow-up reports where CIC requests rectification of Deliverables or improvement to the quality of services.

(e) Technical Deliverables

i. When new Application Platform(s) and/or material changes to the existing technical architecture are proposed, the Contractor shall prepare and provide a complete set of technical Deliverables covering the analysis, design, development, testing, deployment, data migration, and handover of the new Application Platform and the THREE (3) Applications, including but not limited to:

    i. Analysis and Design Deliverables

        1. Current environment description and application landscape as required for detailed analysis and migration planning;

        2. User requirement specifications and/or confirmed requirements catalogue for the new Application Platform and Applications, including functional and non-functional requirements;

        3. Solution Architecture and Technical Design Specifications covering overall architecture, module design, integration design, security design, data model, workflow design, and other relevant aspects;

        4. Evaluation of implementation options (where applicable) and recommended option(s), with supporting analysis; and

        5. Data migration strategy and high-level migration design.

    ii. Development and Configuration Deliverables

        1. Environment setup and configuration documentation for development, testing and production environments of the Application Platform;

        2. Application design and configuration documents for each Application (for example, module specifications, UI/UX design, workflow definitions, integration specifications);

        3. Program codes/software modules, configuration packages, scripts, and integration components necessary to implement the agreed solution; and

        4. Data migration tools, scripts, and configuration for initial data load, trial runs, and final cut-over as applicable.

    iii. Testing Deliverables

        1. Test Strategy / Test Plans covering unit test, system test, system integration test, user acceptance test, performance/load test, regression test, and any other tests required;

        2. Test cases, test data, and expected results;

3. Test execution reports, including defect logs, rectification records and re-test results; and

4. Security Risk Assessment and Audit (SRAA) reports, Privacy Impact Assessment (PIA) reports and associated rectification reports, where applicable.

iv. Deployment, Operation and Support Deliverables

1. System installation, deployment and cut-over plan for the Application Platform and Applications;

2. Data conversion/migration plan, mock conversion results and data verification reports;

3. System documentation, including but not limited to:

a. System architecture and design documentation;

b. Application operation manuals and user manuals;

c. Computer/system operation procedures;

d. Data model/data catalogue and interface specifications; and

e. Configuration and parameter settings;

4. Security incident handling procedures;

5. Business continuity plan, including disaster recovery plan, where applicable; and

6. Training materials, training plans, and training records for CIC staff and other designated users.

v. Handover Deliverables

1. Handover plan describing the scope, approach, responsibilities and timeline for handover to CIC and/or CIC's designated parties;

2. Handover package including finalised documentation, configuration baselines, source code, scripts, test artefacts, and any other materials required by CIC for ongoing operation and maintenance; and

3. Records of handover / knowledge-transfer sessions and sign-off documents.

(f) Nursing and Maintenance Deliverables

i. During the nursing period and any agreed maintenance and support period,

the Contractor shall prepare and provide Deliverables, including, as applicable:

i. Incident/problem logs, call registers, and statistics;

ii. Change requests, impact analysis reports, and implementation records;

iii. Test plans, cases, and results for changes and fixes promoted to production;

iv. System monitoring and performance statistics reports, tuning proposals, and implemented optimisation records;

v. Updated system, security, and user documentation to reflect changes made during nursing and maintenance; and

vi. Periodic nursing/maintenance progress reports in a format agreed with CIC.

(g) Draft, Amendment and Final Deliverables

i. For each major report or key Deliverable (for example, major analysis/design reports and implementation reports), the Contractor shall first submit a draft version for CIC's review and comments.

ii. After amendments have been made to address the comments given by CIC and/or other parties as designated by CIC to the satisfaction of CIC, the Contractor shall submit the revised Deliverable as the final version for approval by the approving parties designated by CIC.

iii. All Deliverables are subject to CIC's acceptance. CIC's acceptance of any Deliverable shall not relieve the Contractor of its obligations under the Contract nor imply acceptance of any non-compliance with the Contract requirements.

iv. The submission and acceptance of Deliverables shall be aligned with the milestones, implementation schedule, payment schedule, and acceptance criteria set out elsewhere in this Brief.

5.1.11 Brief Programme

(a) The works project shall be completed within **THIRTY-ONE (31) months** or within **TWENTY-EIGHT (28) months** under the supervision of the relevant Task Force / Committee and the CIC, depending on the scenarios specified in Clause 5.1.11(d).

(b) The Contractor undertakes to carry out the works project and submit Deliverables as stipulated in this Assignment Brief and its Annexes to the CIC in accordance with the tentative programme specified in Clause 5.1.11(d) below or as

directed/agreed by the CIC from time to time.

(c) Supplementary information, reports, or other documents, in addition to the Deliverables stated in this Assignment Brief and its Annexes, shall be prepared and delivered at such time upon request by the CIC.

(d) Deliverables shall be submitted, and tasks shall be completed in accordance with the following tentative programme, counting from the Commencement Date of the Services or at such other time as may be agreed by the CIC.

When new Application Platform(s) and/or material changes to the existing technical architecture are proposed:

Task	Description of Deliverables / Activities	Deadline (from Commencement Date)
(1)	To submit the Project Initiation Document and Project Plan as specified in Section 5.1.10 (c).	End of [1st] week
(2)	To submit the analysis and design Deliverables (including confirmed requirements and technical design) as specified in Section 5.1.10 (e).	End of [1st] month
(3)	To complete development, configuration, and system/integration testing and submit related Deliverables as specified in Section 5.1.10 (e).	Mid of [3rd] month
(4)	To complete user acceptance test, security/privacy assessments, and submit related Deliverables as specified in Section 5.1.10 (e).	Mid of [4th] month
(5)	**To complete production deployment, data migration, and submit system documentation, training materials, and other deployment Deliverables as specified in Section 5.1.10(e) for CIC's acceptance.**	**End of [4th] month Or on or before 27 March 2027 (whichever is earlier)**
(6)	To complete handover Deliverables as specified in Section 5.1.10(e) and commence the nursing period.	End of [4th] month Or on or before 27 March 2027 (whichever is earlier)
(7)	To complete the nursing period and submit nursing/maintenance Deliverables as specified in Section 5.1.10(f) for CIC's acceptance.	End of [7th] month
(8)	To complete the 2-year maintenance period and submit maintenance Deliverables as specified in Section 5.1.10(f) and 4.2.6 for CIC's acceptance.	End of [31st] month

When renewal and continued use of the current OutSystems platform are proposed:

Task	Description of Deliverables / Activities	Deadline (from Commencement Date)
(1)	To submit the Project Initiation Document and Project Plan as specified in Section 5.1.10(c).	End of [1st] week
(2)	**To complete the platform subscription renewal and carry out all necessary tasks to ensure a smooth transition for both the renewal process and the continued operation of the platform, along with the THREE (3) applications, for CIC's acceptance.**	**End of [4th] month Or on or before 27 March 2027 (whichever is earlier)**
(3)	To complete the ongoing support of the platform for the committed subscription or service period as specified in Sections 5.1.10(f) and 4.2.6.	End of [28th] month

(e) CIC may, in writing and with the agreement of the Contractor, adjust or extend the time frame referred to in Clause 5.1.11(d) for submission of Deliverables where it considers appropriate and justifiable, including to allow additional time for the Contractor to take into account CIC's comments.

(f) The Contractor shall notify CIC promptly when a potential or actual delay arises, explaining the reasons for the delay, the consequences or likely consequences, and the proposed mitigation measures and revised timetable. Subject to CIC's agreement, the Contractor shall revise the detailed work programme accordingly.

5.1.12 Conflicts and Crises Management

(a) The Contractor shall be responsible for the conflict and crises management throughout the entire project lifecycle, including identifying, escalating, and resolving conflicts promptly. In the event of delay, the Contractor shall follow the delay management and reporting procedure specific in the Project Delays section.

5.1.13 Project Delays

(a) The Contractor shall be working according to the schedule as agreed by CIC, with each stage/ activity having its agreed date of completion;

(b) The Contractor shall promptly notify CIC in writing when a potential or actual delay arises, detailing the reasons, likely consequences, and any additional time anticipates, preferable in the form of a Gantt Chart. The updated project plan shall be developed in Microsoft Project or other tools supported by Service Now and uploaded to ServiceNow for acceptance. Subject to CIC's approval of an extension, the Contractor shall prepare a revised Detailed Working Plan for CIC's comment and approval;

(c) If the Contractor fails to complete the project within the Project Schedule agreed between CIC and the Contractor or any reasonable time extensions agreed by CIC after the expiration of the initial Project Schedule, CIC will need to contribute additional time and resources to manage the project. As a result, Liquidated Damages ("LD") will be calculated based on the daily rate of HKD $8,000 to cover

the loss of additional time and resources. The LD amount will be capped at the total project sum;

(d) CIC reserves the right to terminate the Service and hire services from other contractors that satisfy the requirements stated in this document.

5.1.14 Backfill Requirements

(a) To ensure a seamless transition and continued high-quality service delivery, the Contractor must submit a comprehensive backfill plan in the event of a change, such as a team member leaving the project or a significant shift in responsibilities. The following sections outline the specific requirements for each area.

(i) Transition Management

(1) Structured Transfer of Duties: The Contractor shall provide a detailed plan for transferring responsibilities to CIC staff/ subcontractors, including timelines and roles;

(2) Documentation: The Contractor shall deliver comprehensive documentation of processes, workflows, and systems, including user manuals, system diagrams, and training materials;

(3) Timeframes and Milestones: The Contractor shall define clear start and end dates for each phase of the transition, with specific milestones;

(4) Risk and Change Management Approach: The Contractor shall identify potential risks and outline a structured approach for managing changes during the transition.

(ii) Resource and Capability Development

(1) Dedicated Transition Team Structure: The Contractor shall provide an organizational chart detailing the dedicated transition team structure;

(2) Skills Transfer Methodology: The Contractor shall outline the training programs, workshops, and mentoring sessions planned to ensure skills transfer;

(3) CIC Team Enablement Approach: The Contractor shall describe the methods and resources available to enable the Council team to take over responsibilities;

(4) Succession and Contingency Planning: The Contractor shall include detailed plans for handling unexpected absences or

departures of key personnel.

(iii) Service Excellence

(1) Quality Assurance Framework: The Contractor shall implement a robust quality assurance framework with defined standards and controls.

(2) Performance Monitoring and Success Criteria: The Contractor shall define key performance indicators (KPIs) and metrics for measuring service performance.

(3) Stakeholder Communication Plan: The Contractor shall develop a comprehensive communication plan to keep all stakeholders informed throughout the transition and beyond.

(4) Issue Management Process: The Contractor shall outline a structured process for identifying, escalating, and resolving issues promptly.

6 Requirements to the Contractor and the Service Team

6.1 Contractor's Office

(a) The Contractor shall maintain an office in Hong Kong for the duration of the Service;

(b) The Contractor shall have the ability to have adequate business partners in different regions (e.g. APAC, EMEA, AMER) for providing implementation, maintenance and consultancy services, strong and consistent system implementation support in Hong Kong/ implementation team is self-owned implementation team or subcontractor/ implementation experience of consultants on average;

(c) The Contractor shall provide detailed information of relevant project experience of the Service to demonstrate their capability to successfully deliver the proposed/ relevant solutions. The information should include:

(i) Project title and description

(ii) Client information

(iii) Project scope

(iv) Project duration

(v) Role and responsibilities

(vi) Outcomes and success metrics.

6.2 Proposed Service Team

(a) The Contractor's service team (except administrative support staff, if any) shall have the experience of undertaking projects of similar nature and scope to those required in this Service;

(b) The Contractor shall propose the project team structure and provide CVs of key service team members, including any sub-contractor(s) and other relevant roles, if applicable, along with their corresponding relevant qualifications (if any), project experience (as described in the Contractor's Office section), for this Service;

(c) When a new Application Platform and/or material changes to the existing technical architecture are proposed, the project team shall include, at a minimum, Project Manager, Business Analyst, Solution Architect, UI/UX Designer, Analyst Programmer, and Quality Assurance Team.

(d) When the proposal solution only involves the renewal and continued use of the existing OutSystems platform without material changes to the technical architecture, the project team shall include, at a minimum, a Project Manager and a Solution Architect.

(e) The service team shall work under the same time zone as the CIC Hong Kong office for system implementation and future maintenance support;

(f) The Contractor shall maintain the same service team with all identified team members throughout the Service. In the event, for reasons beyond its control, the Contractor is unlikely to provide or maintain any key team member specified in the Technical Proposal or Project Plan approved by the CIC, the Contractor should report to the CIC as soon as practicable and propose for the CIC's approval of a substitute with equivalent experience and qualifications of the personnel who is leaving the service team. The Contractor shall acknowledge that any changes of members in the service team shall not discharge the Contractor's obligations under this Service.

6.2.1 Project Manager

(a) The proposed Project Manager shall have the experience listed below:

(i) At least **EIGHT (8)** years of IT experience including at least **FOUR (4)** years of experience in relevant projects during the past **TEN (10)** years;

(ii) Proven track record of managing projects of similar scale, scope and complexity;

(iii) Certification in Project Management Professional (PMP)/ Certified Associate in Project Management (CAPM)/ PMI Agile Certified Practitioner (PMI-ACP) is preferred;

(iv) Strong communication and leadership skills with experience in stakeholder management.

6.2.2 Business Analyst

(a) The Business Analyst shall have the experience listed below:

(i) At least **TWO (2)** years of IT experience in relevant projects during the past **TEN (10)** years;

(ii) Experience in facilitating the elicitation and analysis of requirements;

(iii) Proficiency in relevant technologies and frameworks;

(iv) Certification in Certified Business Analysis Professional (CBAP) is preferred.

6.2.3 Solution Architect

(a) The Solution Architect shall have the experience listed below:

(i) At least **EIGHT (8)** years of IT experience including **FIVE (5)** years of experience in solution architecture or technical design roles in the relevant projects during past **TEN (10)** years;

(ii) Proven track record of designing end-to-end solution architecture, covering application, integration, data, and infrastructure layers, for IT projects of similar scale, scope, and technology complexity;

(iii) Certification in a recognised architecture or cloud platform relevant to the proposed technologies and solution framework;

(iv) Experience in applying enterprise security requirements to technical designs, including identity management, data protection, and compliance with organisational IT governance standards.

6.2.4 UI/ UX Designer

(a) The UI/ UX Designer shall have the experience listed below:

(i) At least **TWO (2)** years of IT experience in the relevant projects during the past TEN (10) years;

(ii) Proficient in design tools such as Sketch, Adobe XD, or Figma;

(iii) Experience in conducting user research and usability testing to inform design decisions;

(iv) Familiarity with responsive design principles and accessibility standards.

6.2.5 Analyst Programmer

(a) The Analyst Programmer shall have the experience listed below:

(i) Over **THREE (3)** years of IT experience in the relevant projects;

(ii) Hands-on experience in application development in relevant technologies and frameworks;

6.2.6 Quality Assurance Team

(a) The Quality Assurance Team shall have the experience listed below:

(i) Must have prior experience testing applications and systems on relevant technologies and frameworks.

(ii) Recommended to have security testing capability (VAPT, penetration testing, vulnerability scanning) as well as test automation experience.

(iii) Over **FIVE (5)** years of IT experience.

(iv) Over **THREE (3)** years of experience in website, web application, and software testing.

6.3 Contractor Management

6.3.1 The Contractor shall be directed and supervised by the CIC. The Contractor should allocate sufficient resources to complete the Service according to the Project Plan as approved by the CIC.

6.3.2 The Contractor shall obtain the necessary sign-off from the CIC on all project milestones, where appropriate, to ensure that each phase/ activity is completed to the CIC's satisfaction before advancing to subsequent stages.

6.4 Sub-contractor Management

6.4.1 Unless otherwise provided for in the Service, the Contractor shall not, without the prior written consent of the CIC, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under the Service. The performance of the Service by the Contractor shall be personal to it. Any person purportedly appointed by the Contractor as an agent shall be treated as sub-contractors for the Service.

6.4.2 The engagement with third parties, whether for the supply of products (e.g., systems, applications) or services, involves the processing of Personal Data. In such cases, whether the third party is a separate data user or a data processor, their engagement shall obtain the CIC's prior written consent.

6.4.3 Award of the Service does not signify the CIC's acceptance of any sub-contracting proposal set out in the Assignment Brief.

6.4.4 The CIC may impose conditions either to be complied with by the Contractor and/ or any proposed sub-contractors before giving any approval under this Sub-contractor Management section including without limitation the execution of a subcontractor's undertaking by the proposed sub-contractor in favour of the CIC in such form and substance to be prescribed by the CIC.

6.4.5 The Contractor shall remain fully liable and shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Service. The Contractor shall be responsible for all acts, defaults, omissions and neglect of any of its officers, employees, agents, sub-contractors (at whatever level), and employees and agents of any such sub-contractor as if they were its own.

6.4.6 No additional fee or expenses rendered locally or overseas for the provision of any specialist or sub-contractor services required for the satisfactory completion of the Service shall be payable by the CIC.

7 Confidentiality

7.1 Except otherwise explicitly declared by the CIC as non-confidential, all information and documents provided by the CIC to the Contractor or created by the Contractor in the course of or as a result of the Project shall be regarded as Confidential Information. The Contractor shall take all practical measures to protect the Confidential Information from unauthorised access, erasure, or use for purposes other than this Project.

7.2 The provision of Confidentiality as mentioned in the previous clause shall not apply to the following:

(a) Necessary Project Disclosure

Disclosure of Confidential Information to the Contractor's specialist(s), sub-contractor(s) and their employees and agent(s) as necessary for the performance of the Project;

(b) Public Knowledge Exception

The Confidential Information is already known by the recipient(s) or has become public knowledge, except by the breach of the confidential obligation of the Contractor;

(c) Legal Disclosure Requirement

Disclosure of Confidential Information is required by the law, order of the Court or

arbitral authority of competent jurisdiction; or

(d) Authorised Disclosure

Disclosure of Confidential Information is with prior written consent from the CIC.

7.3 The tenderer shall ensure that all receiving parties of the Confidential Information are informed with its confidential nature and direct the receiving parties to treat such information confidentially. The tenderer shall be responsible for the consequences of any breach of the confidential obligation.

7.4 The tenderer shall not make any public announcement, press releases or otherwise publicise the information of the Service without first obtaining prior written approval of the CIC.

8 Third-Party Risk Assessment Requirements

Notwithstanding the tender evaluation outcome, the successful tenderer shall, during project delivery and prior to the solution or service being deployed into production or otherwise becoming operational for CIC, satisfactorily complete CIC's Third-Party Risk Assessment. The assessment is intended to validate the security posture of the delivered solution and the contractor’s compliance with CIC’s security requirements and contractual obligations.

Failure to satisfactorily complete the assessment, including the timely remediation of any identified deficiencies to CIC's satisfaction, may result in the withholding of project acceptance, completion sign-off, milestone payments, project termination or the exercise of any other contractual remedies available to CIC.

Annex A - Compliance Table

The Contractor shall reflect the level of compliance with all mandatory requirements and features, using the compliance table provided in this Annex. The Contractor shall provide a justification for each BC, RC, OF, RM, ALT and N/A entry, each of which the CIC will assess against the intent of the original requirement. **Please note that all mandatory requirements with a Non-Compliant response from the Contractor may lead to disqualification.**

Compliance Type	Description	May Require Extra Cost/ Effort
FC	**Fully Compliant**: The proposed solution meets the requirement as is, without any need for changes or adjustments.	No
BC	**Compliant by Configuration**: The proposed solution can meet the requirement through configuration settings.	Yes, if applicable
RC	**Compliant but Require Customisation**: The proposed solution can meet the requirement, but it requires customisation.	Yes, if applicable
OF	**Optional supported Feature:** Feature requiring additional license/subscription.	Yes, if applicable
RM	**RoadMap Planned**: The proposed solution does not currently meet the requirement, but there is a clear plan in the roadmap to include this functionality in the future (within 12 months).	No
NC	**Non-compliant or functionality is not provided**: The proposed solution does not meet the requirement and the functionality is not provided.	No
ALT	**Alternative Counter Proposed**: The contractor proposes an alternative solution to meet the requirement.	No
N/A	**Not Applicable**: The requirement is not relevant or does not apply to the proposed solution within the given context or scope of assessment.	No

Section No. in Assignment Brief	Contractor Response (FC/ BC …)	Tender Reference	Remarks & No. of Man-day for Configuration/ Customisation/ Modification (if applicable)
Section 4.2.1			
Section 4.2.2			

Section No. in Assignment Brief	Contractor Response (FC/ BC …)	Tender Reference	Remarks & No. of Man-day for Configuration/ Customisation/ Modification (if applicable)
Section 4.2.3			
Section 4.2.4			
Section 4.2.5			
Section 4.2.6			
Section 4.2.7			
Section 4.2.8			
Section 4.2.9 (a)			
Section 4.2.9 (b)			
Section 4.2.9 (c)			
Section 4.2.9 (d)			
Section 4.2.9 (e)			
Section 4.2.9 (f)			
Section 4.2.9 (g)			
Section 4.2.9 (h)			
Section 4.2.9 (i)			
Section 4.2.9 (j)			
Section 4.2.9 (k)			
Section 4.2.9 (l)			
Section 4.2.9 (m)			
Section 4.3.1			
Section 4.3.2			
Section 4.3.3			
Section 4.3.4			
Section 4.3.5			
Section 4.3.6			
Section 4.3.7			

Section No. in Assignment Brief	Contractor Response (FC/ BC …)	Tender Reference	Remarks & No. of Man-day for Configuration/ Customisation/ Modification (if applicable)
Section 4.4.1	Please fill in the compliance table in Annex B Non-Functional Requirements Checklist		
Section 4.5.1	Please fill in the compliance table in Annex C - CIC Security Requirements		
Section 5.1.1			
Section 5.1.2			
Section 5.1.3			
Section 5.1.4			
Section 5.1.5			
Section 5.1.6			
Section 5.1.7			
Section 5.1.8			
Section 5.1.9			
Section 5.1.10 (a)			
Section 5.1.10 (b)			
Section 5.1.10 (c)			
Section 5.1.10 (d)			
Section 5.1.10 (e)			
Section 5.1.10 (f)			
Section 5.1.10 (g)			
Section 5.1.11			
Section 5.1.12			
Section 5.1.13			
Section 5.1.14			
Section 6.1			
Section 6.2.1			
Section 6.2.2			
Section 6.2.3			

Section No. in Assignment Brief	Contractor Response (FC/ BC …)	Tender Reference	Remarks & No. of Man-day for Configuration/ Customisation/ Modification (if applicable)
Section 6.2.4			
Section 6.2.5			
Section 6.2.6			
Section 6.3			
Section 6.4			
Section 7			
Section 8			
Annex D - Capability of Operational Requirement			
Annex D - Use of Application Information			
Annex E - Use and Disclaimer			

Annex B - Non-Functional Requirements Checklist

The Contractor shall reflect the level of compliance (refer to the compliance type in Annex A) with all non-functional requirements, using the compliance table provided in this Annex. The Contractor shall provide a justification for each BC, RC, OF, RM, ALT and N/A entry, each of which the CIC will assess against the intent of the original requirement. **Please note that all mandatory requirements with a Non-Compliant response from the Contractor may lead to disqualification.**

Req Ref	Technical Area	Sub Category	Technical Requirement Description	Contractor Response (FC/ BC …)	Proposal Reference	Remarks
IT-SPSC-01	Service Performance & System Capacity	Service Performance	Ability to provide Service Level Agreement ("SLA") related to service performance, availability, maintenance and support. The service performance SLA shall articulate the performance expectation and SLA for the various functions within the application as applicable - for example, transaction time, page response time, report generation time, etc. The support hours with a minimum of 99% availability, channels and languages. The downtime for system upgrades should be minimised and comply with the agreed SLA. The Contractor shall provide their calculation on availability.			
IT-SPSC-02	Service Performance & System Capacity	Service Performance	Ability for user to access the system anytime and anywhere, including ability to support worldwide access via mobile/ outside-of-office network (no regional boundary on the access location).			
IT-SPSC-03	Service Performance & System Capacity	Service Performance	Ability to complete transparent backup (i.e., no response latency should occur during normal business usage).			

IT-SPSC-04	Service Performance & System Capacity	System Capacity	Ability to support at least the estimated number of concurrent users stated in Section 6.4 Non-functional Requirements of the Assignment Brief, without degradation in performance. The Contractor shall provide detailed documentation outlining the system's architecture, scalability, and the specific measures in place to ensure this level of concurrent user support.			
IT-SPSC-05	Service Performance & System Capacity	System Capacity	Ability to migrate all data on the relevant existing systems, and data necessary to fulfil the functional requirements to the new system accordingly.			
IT-SC-01	Scalability	System Scalability	Ability to support both horizontal and vertical scale up and down according to the changing transaction volume and growth of business in the future. Please specify which scaling approach below will be adjusted for this project based on the nature of this project: Non-auto scaling vs Auto-scaling: - On-premises infrastructure / Cloud-based infrastructure - Static, predictable usage / Variable, unpredictable traffic - Fixed resources on a single server / Dynamic scaling of multiple instances based on resource needs - Controlled, predictable costs / Variable costs based on actual usage - Simplified management / More complexed but efficient resource management			

IT-US-01	Usability	Compatibility & Accessibility	Ability to support browsers on Windows, Mac, iOS, and Android platforms including but not limited to Edge's latest version (including mobile version), Chrome's latest version (including mobile version) and Safari's latest version (including mobile version) Connections shall be provided through API calls, file transfer and any other protocols shall be going through the client's private network/ secure VPN/ cloud backbone network. All connections that are transporting data should be encrypted. All data at rest should be encrypted.			
IT-US-02	Usability	Compatibility & Accessibility	Ability to support data input and display in Unicode covering English and optional for Traditional Chinese, Simplified Chinese, and the Hong Kong Supplementary Character Set (HKSCS).			
IT-US-03	Usability	Compatibility & Accessibility	Ability to use without client installation to user's computer. If there is any component or module of the proposed system that has to be installed on the user's local computer and run as a client application in Windows or Citrix. The Contractor shall provide details including the client OS (e.g. Windows) version supported.			
IT-US-04	Usability	Configurability	Ability to provide customisation development tools for database, screen, function, report, interface customisations and workflow. The Contractor shall provide details on the tools.			
IT-IN-01	Integration	System Interface	Ability to provide capabilities to extract full set of data and delta set of data to reporting tools.			
IT-IN-02	Integration	System Interface	Ability to support single source of truth to maintain data traceability and integrity across modules.			
IT-IN-03	Integration	System Interface	Ability to support real-time or near real-time system interfaces between functional modules and external systems for data tracking/transfer purposes. If a real-time interface cannot be configured, the Contractor shall articulate how frequently its time-based interface can be set.			

IT-IN-04	Integration	System Interface	Ability to support batch job, including: including: - Bulk data import and export using interface files in CSV, JSON, DAT or delimited format. The bulk import/export mode shall allow configuration on its execution schedule and frequency; - Report generation scheduling; and - Export generated reports to email, with job results and success/ error result log provided. The Contractor shall state any limitation if not applied to all tables and fields.			
IT-IN-05	Integration	System Interface	Ability to support web services for system interface. The Contractor shall specify the supported standards (e.g. XML, SOAP, WSDL).			
IT-IN-06	Integration	System Interface	Ability to provide procedures (e.g. cryptographic techniques) to protect exchanged information from interception, copying, modification, misrouting and destruction.			
IT-IN-07	Integration	System Interface	Ability to design and document APIs using OpenAPI Specification (OAS) or RAML 1.0, providing machine-readable specifications (YAML/JSON) suitable for direct import into API management platforms (e.g. Mulesoft).			
IT-IN-08	Integration	System Interface	Ability to send system-generated emails that originate from the authorised @CIC.hk domain, formatted in HTML compliant with CIC branding guidelines, and which implement deep linking for call-to-action items to direct users to specific content within the System.			
IT-OM-01	Operation Management	System Maintenance	Ability to provide centralized and full-functioned web interfaces for administration, monitoring, and configuration of the entire system.			

IT-OM-02	Operation Management	System Maintenance	Ability to have their own monitoring solution with proactive notifications sent to CIC regarding system availability or system degradation. The monitoring/ reporting parameters should align with defined SLAs in the agreement.			
IT-OM-03	Operation Management	System Maintenance	Ability to cover the following operations: - Service start-up and shutdown - Backup and restore - Monitoring and control - Other day-to-day operation tasks - Business continuity (server level and site failure)			
IT-OM-04	Operation Management	System Maintenance	Ability to support configuration deployment without manual intervention if the system requires an application client.			
IT-OM-05	Operation Management	System Maintenance	Ability to provide functions to rollback the deployed release to the last stable version. The Contractor should articulate the impact on end-user data if the system is rolled back in terms of data integrity and accuracy.			
IT-OM-06	Operation Management	System Maintenance	Ability to provide functions to package and deploy a new release of selective configuration items to all available environments (i.e., production, testing and development) of the application			
IT-OM-07	Operation Management	System Maintenance	Ability to generate alerts on system outage and events requires attention. The Contractor should articulate details of their alert mechanism and tools including escalation levels.			
IT-OM-08	Operation Management	System Maintenance	Ability to provide means to view the performance of the System and identify peak loading triggered by the user.			
IT-OM-10	Operation Management	System Maintenance	Ability to describe the maintenance and upgrade processes of their cloud-based SaaS solutions, and the corresponding effect on service availability			
IT-OM-11	Operation Management	System Maintenance	Methodology for system implementation process and bug fixing.			

IT-OM-12	Operation Management	System Maintenance	Ability to operate and integrate with mandated project management and collaboration tools (e.g., MS Teams, Jira) as specified by CIC throughout the project lifecycle.			
IT-OM-12	Operation Management	Data Management	Ability to support online full system and data backup on a daily basis, and support online incremental data backup on a daily basis. It must adhere to the client's backup retention policies. The Contractor must adhere to restore SLA. The Contractor must also provide information on how backup is encrypted or secured.			
IT-OM-14	Operation Management	Data Management	Ability to provide daily backup to CIC and able to restore the backup upon CIC's request.			
IT-OM-15	Operation Management	Data Management	Ability to articulate the handling approach on system data if the client is no longer using and subscribing to the SaaS service. (e.g. How will client retrieve the master data back? How will the data be purged?)			
IT-OM-16	Operation Management	Data Management	Ability to propose data archiving SLAs and recommended best practices (e.g. Duration, process) for client's review and approval.			
IT-OM-17	Operation Management	Development Support	Ability to provide the system coding to CIC.			
IT-OM-18	Operation Management	System Maintenance	Ability to provide recovery strategy, performing annual testing and review etc			
IT-IA-01	Infrastructure & Architecture	Infrastructure & Architecture	Ability to provide or propose online monitoring tools for bandwidth throughput and latency issues.			
IT-IA-02	Infrastructure & Architecture	Infrastructure & Architecture	Ability to articulate for review and approval what intrusion detection and prevention and anti-virus/malware tools they are using.			
IT-IA-03	Infrastructure & Architecture	Infrastructure & Architecture	Ability to include web application firewall features and meet client's requirements for regular scanning/ penetration test/ patch management.			
IT-IA-04	Infrastructure & Architecture	Infrastructure & Architecture	Ability to be willing to undergo a regular code scanning to prevent programming faults.			
IT-IA-05	Infrastructure & Architecture	Infrastructure & Architecture	Ability to support Microsoft ADFS3.0 or SAML2.0 for IAM management.			

IT-IA-06	Infrastructure & Architecture	Infrastructure & Architecture	Ability to provide multiple environments, i.e., production, testing and development.			
IT-IA-07	Infrastructure & Architecture	Infrastructure & Architecture	Ability to comply with Personally Identifiable Information (PII) standards when the data copied from the production environment for use in the replica environment. PII data will need to be either masked or replaced with pseudo data in the replica environments Production PII data should be replaced with pseudo data for the purpose of testing in non-production environments. The Contractor should provide an overall data map of how data is used, if it is encrypted during transport and at rest. The Contractor should articulate the data retention process for the replica environment e.g. can this be purged based on CIC requirements.			
IT-IA-08	Infrastructure & Architecture	Infrastructure & Architecture	Ability to determine the location (at least the region) of data for all available environments (i.e., production, testing and development) of the application and backup by CIC.			
IT-IA-09	Infrastructure & Architecture	Infrastructure & Architecture	Ability to enforce application integrity, data integrity (referential integrity in database tables and interfaces, and information integrity (during data transformation).			
IT-IA-11	Infrastructure & Architecture	Infrastructure & Architecture	The Contractor shall adopt the following technologies for: - API management: Mulesoft - Source Code management: GitHub			
IT-IA-12	Infrastructure & Architecture	Infrastructure & Architecture	Please provide your suggested technologies and rationale in the remarks for: - Database - Programming language - DevOps tool			
IT-SU-01	Sustainability	Product Roadmap	Ability to provide a clear product roadmap with minimum 6-month timeframe to indicate company's focus on product development. For example: major updates and unsupported versions.			

IT-SU-02	Sustainability	Release Management	Ability to provide notifications, guidelines and support on product release by listing out the details. For example: required process time/downtime for the release, impacts (e.g. new features/functions/bugfix), impacts of not applying (e.g. versions desupported) and rollback procedures. The release shall be interpreted as, including but not limited to, product upgrade (e.g. 2.x to 3.x), major updates, regular patches and bug fix.			
IT-SU-03	Sustainability	Release Management	Ability to provide the historical records on typical product/solution cycle (e.g. previous version lifespan), how frequently it requires a major system update, and any alternative support plan for the desupported product version.			
IT-SU-04	Sustainability	Patch Management	Ability to articulate hardening guidelines performed on the infrastructure of cloud components.			
IT-DO-01	DevOps	Code Repository	Ability to store all source code and build artifacts in a CIC-provided repository (e.g., GitHub), ensuring version control, access control, and seamless integration with CI/CD pipelines.			
IT-DO-03	DevOps	CI/CD	Ability to implement automated CI pipelines using GitHub Actions, triggered automatically upon code commits or pull requests to the main development branches, and including at a minimum steps for code compilation, unit testing, code quality analysis (e.g., linting), and security vulnerability scanning.			
IT-DO-04	DevOps	CI/CD	Ability to implement automated CD pipelines using GitHub Actions to deploy the application to testing and production environments, ensuring a reliable, repeatable process with minimal manual intervention; ability to articulate how the CD pipeline manages dependencies and interacts with the target hosting platform (e.g., cloud services, OutSystems), including any platform-specific limitations or configurations; and for any OutSystems components, ability to define and implement a CI/CD strategy compatible with OutSystems' lifecycle management, integrated with			

			the overall GitHub Actions-based workflow where feasible.			

Annex C – CIC Security Requirements

The information provided in this Annex forms part of CIC's Security Compliance Assessment. This is a MANDATORY PREREQUISITE for a proposal to proceed to the scored technical assessment. The assessment will be conducted on a **pass/fail basis** and will not carry any technical assessment marks.

Unless otherwise stated, the security requirements set out in this Annex are project and solution delivery requirements. The Contractor shall **demonstrate how the applicable controls will be designed into, implemented within, integrated with, and operated** as part of the proposed solution and associated services delivered to CIC. Responses should therefore demonstrate not only the Contractor's internal security capabilities and practices, but also how the requirements will be fulfilled through the proposed solution, services, or project deliverables. Requirements relating to the Contractor's own governance, certifications, policies or information security management systems shall be assessed as evidence of organisational capability and maturity.

To satisfy the Security Compliance Assessment requirements, the Contractor shall state the applicable compliance type. Compliance type FC/BC/RC/OF/NC/NA is applicable in this Annex.

The Contractor shall, in the "Requirement Compliance" and "Control Implementation Description" columns, **declare its level of compliance** with each applicable security requirement using the compliance categories provided below, and **clearly explain how the requirement will be implemented, configured, operated, or otherwise fulfilled** within the proposed solution and services.

The quality, completeness and level of detail provided in the "Control Implementation Description" column will be considered during evaluation. Contractors are therefore encouraged to provide clear and sufficiently detailed explanations to demonstrate how the requirement is met within the proposed solution and service delivery model.

Any applicable requirement assessed as Non-Compliant (NC) may result in disqualification.

Compliance Type	Description	May Require Extra Cost/ Effort
FC	**Fully Compliant**: The proposed solution meets the requirement as is, without any need for changes or adjustments.	No
BC	**Compliant by Configuration**: The proposed solution can meet the requirement through configuration settings.	Yes, if applicable
RC	**Compliant but Require Customisation**: The proposed solution can meet the requirement, but it requires customisation.	Yes, if applicable
OF	**Optional supported Feature:** Feature requiring additional license/subscription.	Yes, if applicable
NC	**Non-compliant or functionality is not provided**: The proposed solution does not meet the requirement, and the functionality is not provided.	No
N/A	**Not Applicable**: The requirement is not relevant or does not apply to the proposed solution within the given context or scope of assessment.	No

The Contractor would be assessed as not satisfying the Security Requirement Compliance Assessment requirements where:

(i) One or more applicable security requirements are assessed as NC;

(ii) Security Compliance Pack are incomplete or left blank;

(iii) Responses are generic, irrelevant, contradictory, misleading, or otherwise fail to adequately explain how the applicable security requirements will be satisfied; or

(iv) Insufficient information is provided to enable CIC to reasonably determine whether the applicable security requirements will be satisfied.

Failure to satisfy the Security Compliance Assessment requirements would result in the tender submission being rejected or disqualified at CIC's sole discretion. CIC reserves the right to assess any response as NC where the supporting remarks or evidence provided are deemed insufficient, unjustified, or irrelevant to the requirement. The Contractor shall complete this Annex and submit it as a separate submission pack titled “Security Compliance Pack” under the “Technical Proposal” on or before the Tender Closing Date.

Where the Contractor claims to hold a valid ISO/IEC 27001 or GB/T 22080 certification covering the same scope of delivery, services, operational environment, or activities relevant to the proposed engagement; and /or a publicly verifiable SecurityScorecard rating of "B" or above (or equivalent rating at the time of tender submission), supporting evidence shall be submitted together with their proposal for verification.

CIC Security Requirements			Contractor's Response		
Req Ref	**Sub Category**	**Security Requirements Description**	**Requirement Compliance – Compliance Type (FC/BC/RC/OF/NC/NA)**	**Control Implementation Description**	**Remarks**
AST-01	Asset Inventories	Mechanisms exist to perform inventories of technology assets. Baseline Requirements: - Maintain an accurate, up-to-date inventory of all current systems, applications and services in use; - Identify all authorized software products with supporting business justification; - Inventory shall be maintained at sufficient granularity for tracking and reporting purposes; - Include organization-defined information necessary for effective property accountability; - Make inventory available for review and audit by designated CIC personnel upon request.			
BCD-04	Contingency Plan Testing & Exercises	Mechanisms exist to conduct tests and/or exercises to evaluate the contingency plan's effectiveness and the organization's readiness to execute the plan. Baseline Requirements: - Conduct contingency plan tests or exercises at least annually or upon significant system changes; - Document test results, identified gaps and remediation actions; - Provide evidence of testing (e.g. test reports, exercise records) to CIC upon request			
BCD-06	Data Backups	Mechanisms exist to create recurring backups of data, software and/or system images, as well as verify the integrity of these backups, to ensure the availability of the data to satisfying Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs). Baseline Requirements: - The Contractor shall provide backup capability that supports data restore to any specified date within the agreed data retention period; - Backup method is not prescribed — full, incremental or differential backups are all acceptable provided restore capability is demonstrated; - The Contractor shall demonstrate ability to meet CIC's defined RTO and RPO; - The Contractor shall document backup approach, frequency and retention period in the Technical Proposal;			

CIC Security Requirements			Contractor's Response		
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CAP-02	Performance Monitoring	Automated mechanisms exist to centrally-monitor and alert on the operating state and health status of critical systems, applications and services. Baseline Requirements: - Implement centralised monitoring and alerting covering availability, performance and health status of all critical components; - The Contractor shall demonstrate scalability capability to accommodate growth in usage or data volume — the specific scaling approach (horizontal, vertical or otherwise) is not prescribed; - The Contractor shall commit to meeting CIC's defined SLA and performance benchmarks under both normal and peak load conditions; - Specific performance metrics (e.g. response time, throughput, concurrent users) shall be documented in the Technical Proposal;			
CFG-01	System Hardening Through Baseline Configurations	Mechanisms exist to develop, document and maintain secure baseline configurations for technology platforms that are consistent with industry-accepted system hardening standards. Baseline Requirements: - [Cloud] Provide completed ISO and PCI columns of the Cloud Controls Matrix (cloudsecurityalliance.org); - Implement configurable idle time / inactivity timeout with automatic logoff; - Describe implemented internal best practices for Cyber Security risk control (e.g. CIS Critical Controls).			
CLD-03	Application & Program Interface (API) Security	Mechanisms exist to ensure support for secure interoperability between components with Application & Program Interfaces (APIs). Baseline Requirements: - [Where API is used] Implement and document API security best practices in accordance with OWASP API Security Top 10; - [Where Not Applicable] Declare in writing if no APIs are used in the solution.			

CIC Security Requirements			Contractor's Response		
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CLD-06	Data Handling & Portability	Mechanisms exist to ensure cloud providers use secure protocols for the import, export and management of data in cloud-based services. Baseline Requirements: - Facilitate encryption / masking for data-in-storage, provided by cloud service provider, application vendor or CIC; - Provide full specification for data extraction and migration, including tooling and data formats; - Clearly state pricing structure if charges apply for data extraction or migration services.			
CLD-07	Sensitive Data In Public Cloud Providers	Mechanisms exist to limit and manage the storage of sensitive/regulated data in public cloud providers. Baseline Requirements: - Identify and declare all categories of sensitive/regulated data stored in public cloud environments; - Data residency shall comply with CIC's requirements — data to be primarily stored in the Hong Kong region unless otherwise agreed in writing; - Implement controls to prevent unauthorized access to sensitive data stored in public cloud.			
CRY-01	Transmission Confidentiality	Cryptographic mechanisms exist to protect the confidentiality of data being transmitted. Baseline Requirements: - All data transmissions shall use HTTPS with TLS 1.2 or above; strong cipher suites shall be applied; - Apply SSL/TLS encryption for sensitive data transmission when integrating with third-party systems; - Specify cipher suites and transport layer security protocols in the Technical Proposal; - All connections to the solution shall enforce HTTPS; HTTP redirect chains shall be avoided.			
CRY-03	Encrypting Data At Rest	Cryptographic mechanisms exist to prevent unauthorized disclosure of data at rest. Baseline Requirements: - Apply AES-256 or equivalent industry-standard encryption to all data at rest, including backup copies, databases, cloud storage and mobile devices;			

CIC Security Requirements			Contractor's Response		
Req Ref	**Sub Category**	**Security Requirements Description**	**Requirement Compliance – Compliance Type (FC/BC/RC/OF/NC/NA)**	**Control Implementation Description**	**Remarks**
		- Encryption keys for sensitive data stored in cloud storage shall be managed by CIC.			
CRY-04	Cryptographic Key Management	Mechanisms exist to facilitate cryptographic key management controls to protect the confidentiality, integrity and availability of keys. Baseline Requirements: - All access to sensitive data and cryptographic keys shall be strictly controlled and tracked via audit trail; - Encryption keys for CIC's sensitive data stored in cloud shall be managed by CIC; - Document key management approach, rotation schedule and access controls in the Technical Proposal.			
DCH-07	Ad-Hoc Large File Transfers	Mechanisms exist to secure ad-hoc exchanges of large digital files with internal or external parties. Baseline Requirements: - All large file transfers shall use secure, encrypted channels; - Transfer activities shall be logged and auditable; - Apply data protection measures covering transfer, retention and removal of information.			
DCH-08	Media & Data Retention	Mechanisms exist to retain media and data in accordance with applicable statutory, regulatory and contractual obligations. Baseline Requirements: - Provide automatic data purging function for both production and backup data upon lapse of retention period or CIC's request; - All data shall be deleted within ONE (1) month upon contract termination; - Hardware disposal (including storage devices) shall comply with Hong Kong Personal Data (Privacy) Ordinance (PDPO) — all data shall be securely and permanently erased; - Describe procedures for removable media disposal.			
DCH-10	Transfer of Sensitive and/or Regulated Data	Mechanisms exist to restrict and govern the transfer of sensitive and/or regulated data to third-countries or international organizations. Baseline Requirements: - Data shall be primarily stored in the Hong Kong region;			

CIC Security Requirements			Contractor's Response		
Req Ref	**Sub Category**	**Security Requirements Description**	**Requirement Compliance – Compliance Type (FC/BC/RC/OF/NC/NA)**	**Control Implementation Description**	**Remarks**
		- No sensitive data, including backup copies, shall be transferred outside Hong Kong without CIC's prior written agreement; - Apply encryption for all sensitive data transfers.			
END-01	Endpoint Protection Measures	Mechanisms exist to protect the confidentiality, integrity, availability and safety of endpoint devices. Baseline Requirements: - Implement endpoint protection on all devices used to access or process CIC data; - Controls shall include device encryption, access control and activity logging.			
END-02	Prohibit Installation Without Privileged Status	Automated mechanisms exist to prohibit software installations without explicitly assigned privileged status. Baseline Requirements: - Software installation shall require administrator-level authorization; - Unauthorized installation attempts shall be blocked and logged.			
END-03	Malicious Code Protection (Anti-Malware)	Mechanisms exist to utilize antimalware technologies to detect and eradicate malicious code. Baseline Requirements: - Deploy up-to-date anti-malware solutions on all relevant endpoints and servers; - Malware detection events shall be logged and reported to CIC upon request			
GOV-01	Cybersecurity & Data Protection Governance Program	Mechanisms exist to facilitate the implementation of cybersecurity & data protection governance controls. Baseline Requirements: - Establish, implement and maintain an ISO27001 certification or an Information Security Management System (ISMS), together with documented cybersecurity and data protection governance structures, policies and procedures relevant to the service; - Assign clear roles and responsibilities to support the implementation and oversight of cybersecurity and data protection controls; - Support compliance with applicable statutory, regulatory and contractual cybersecurity and data protection requirements; - Provide information, documentation and evidence reasonably required by CIC to demonstrate the effectiveness of governance controls; - Facilitate periodic review, monitoring and continuous improvement of cybersecurity			

CIC Security Requirements			Contractor's Response		
Req Ref	**Sub Category**	**Security Requirements Description**	**Requirement Compliance – Compliance Type (FC/BC/RC/OF/NC/NA)**	**Control Implementation Description**	**Remarks**
		and data protection measures.			
IAC-01	Identification & Authentication for Organizational Users	Mechanisms exist to uniquely identify and centrally Authenticate, Authorize and Audit (AAA) organizational users and processes acting on behalf of organizational users. Baseline Requirements: - Support Single-Sign-On (SSO) protocols including SAML, OpenID Connect and OAuth 2.0 for MFA integration with CIC's identity and access management service; - Confirm whether user accounts will be set up and managed within an Active Directory environment; - [If SSO not supported] Assign a privileged account to CIC's designated administrator for managing permissions and access control lists.			
IAC-02	Identification & Authentication for Non-Organizational Users	Mechanisms exist to uniquely identify and centrally Authenticate, Authorize and Audit (AAA) third-party users and processes that provide services to the organization. Baseline Requirements: - Same SSO and MFA integration requirements as IAC-01 apply to third-party users; - Confirm access management arrangements for all third-party user accounts.			
IAC-03	Multi-Factor Authentication (MFA)	Automated mechanisms should exist to enforce Multi-Factor Authentication (MFA). Baseline Requirements: - Enforce MFA for: remote network access; third-party system access; non-console access to critical or sensitive data systems; - Support SSO with SAML, OpenID Connect and OAuth 2.0 for MFA integration with CIC's identity management service.			
IAC-04	User Provisioning & De-Provisioning	Mechanisms exist to utilize a formal user registration and de-registration process that governs the assignment of access rights. Baseline Requirements: - System shall facilitate an administrator role to create user accounts with security levels lower than their own; - Support security settings with effective start and end dates for pre-scheduled access changes; - Support "forget password" function for locally-created user accounts, accessible by			

CIC Security Requirements			Contractor's Response		
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		users and system administrators.			
IAC-05	Role-Based Access Control (RBAC)	Mechanisms exist to enforce a Role-Based Access Control (RBAC) policy over users and resources that applies need-to-know and fine-grained access control for sensitive/regulated data access. Baseline Requirements: - Support role-based security by system function, organisation structure and/or employee level; - Apply principle of least privilege — access rights shall be necessary and appropriate for each user's responsibilities; - Support role-based, menu-based and function-based security settings; - Role-centric homepages displaying information and dashboards relevant to each role; - Support generation of user access rights reports in user-readable format.			
IAC-06	Password-Based Authentication	Mechanisms exist to enforce complexity, length and lifespan considerations to ensure strong criteria for password-based authentication. Baseline Requirements: - Password complexity shall follow CIC's password standard; - Support configurable login password policy (e.g. force change on first login; change every 3 months; auto-disable after 6 months of inactivity); - Password policy shall be definable and configurable by system administrators to fulfil CIC's required password protection standard.			
IAC-08	Privileged Account Management (PAM)	Mechanisms exist to restrict and control privileged access rights for users and services. Baseline Requirements: - Use of special privileges shall be restricted, controlled and logged; - Privileged access activities shall be auditable and available for CIC review upon request.			
IRO-03	Incident Response, Chain of Custody & Forensics	Mechanisms exist to perform digital forensics and maintain the integrity of the chain of custody, in accordance with applicable laws, regulations and industry-recognized secure practices. Baseline Requirements:			

CIC Security Requirements			Contractor's Response		
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		- The Contractor shall preserve and retain all relevant system logs, event records and associated information to support forensic investigations; - Log and evidence integrity shall be maintained to ensure admissibility in legal or regulatory proceedings; - The Contractor shall cooperate fully with CIC or CIC-appointed forensic investigators upon request; - Forensic investigation support shall be provided within a timeframe agreed with CIC.			
MON-02	Centralized Collection of Security Event Logs	Mechanisms exist to utilize a SIEM, or similar automated tool, to support the centralized collection of security-related event logs. Baseline Requirements: - Centrally collect and retain security event logs for a minimum period agreed with CIC; - Implement alerting mechanisms for critical security events; - Log data shall be available for CIC review and forensic investigation upon request.			
NET-01	Layered Network Defenses	Mechanisms exist to implement security functions as a layered structure that minimizes interactions between layers of the design. Baseline Requirements: - Describe the defence-in-depth network security architecture in the Technical Proposal; - Security layers shall avoid dependence by lower layers on the functionality or correctness of higher layers.			
NET-02	Boundary Protection	Mechanisms exist to monitor and control communications at the external network boundary and at key internal boundaries within the network. Baseline Requirements: - Define and enforce rules restricting connections to only required ports and services for business functions; - Propose adequate network security policies ensuring usability and integrity of network and data.			
NET-03	Data Flow Enforcement – Access Control Lists (ACLs)	Mechanisms exist to implement and govern Access Control Lists (ACLs) to provide data flow enforcement that explicitly restricts network traffic to only what is authorized. Baseline Requirements: - Restrict connections to only required ports and services for business functions; - Document and maintain ACL rules governing all authorized network traffic flows.			

CIC Security Requirements			Contractor's Response		
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NET-04	Network Segmentation	Mechanisms exist to ensure network architecture utilizes network segmentation to isolate systems, applications and services. Baseline Requirements: - Establish clear network zoning distinguishing authorized from unauthorized access; - Implement controls to block access from unauthorized locations (e.g. non-approved home networks).			
NET-06	Remote Access	Mechanisms exist to define, control and review organization-approved, secure remote access methods. Baseline Requirements: - Document all approved remote access methods and associated security controls; - Remote access shall be protected by MFA and encrypted channels; - Remote access activity shall be logged and auditable.			
RSK-02	Data Protection Impact Assessment (DPIA)	Mechanisms exist to conduct a Data Protection Impact Assessment (DPIA) on systems that store, process and/or transmit Personal Data (PD) to identify and remediate reasonably-expected risks. Baseline Requirements: - The Contractor shall, at its own cost and expense, engage an independent, certified third-party service provider that is registered under the Standing Offer Agreement for Quality Professional Services (SOA-QPS) scheme and possesses the appropriate qualifications, skills and relevant experience to conduct the Privacy Impact Assessment (PIA), in accordance with the latest PCPD PIA Leaflet. CIC reserves the right to review and approve the proposed PIA service provider and may reject the proposed service provider if CIC considers that the scope of services, qualifications, relevant experience, independence or past performance is unsuitable for the engagement. - Submit PIA report to CIC's project manager; remediate all findings before project launch; provide retest evidence confirming resolution; - The Contractor shall clear up any legal implications regarding the system operation by adding proper disclaimers, statements, and measures to the system for personal data collection and sharing ,complying with Hong Kong PDPO; - PIA report shall include: project description; data process cycle analysis; privacy risk identification; mitigation measures and consideration of less privacy-intrusive			

CIC Security Requirements			Contractor's Response		
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		alternatives have been considered and where appropriate, why they have not been adopted. - CIC reserves the right to further engage an independent consultant, auditor or tool to conduct a Privacy Impact Assessment (PIA) whenever CIC considers it appropriate, at the Contractor's cooperation and facilitation. If consultants, auditors or tools propose any recommendations for the platform/system/website/solution: Baseline Requirements: - The Contractor shall submit an action plan to CIC for approval within FIVE (5) working days after acceptance of reports, or any other time specified by CIC; - Once CIC approves the action plan, the Contractor shall implement all actions within the agreed period, at its own cost and expense. **When the proposal solution only involves the renewal and continued use of the existing OutSystems platform without material changes to the technical architecture, answer NA in Compliance type.**			
RSK-03	Risk Assessment	Mechanisms exist to conduct recurring assessments of risk that includes the likelihood and magnitude of harm, from unauthorized access, use, disclosure, disruption, modification or destruction of the organization's systems and data. Baseline Requirements: - The Contractor shall, at its own cost and expense, engage an independent, certified third-party service provider that is registered under the Standing Offer Agreement for Quality Professional Services (SOA-QPS) scheme and possesses the appropriate qualifications, skills and relevant experience to conduct the Security Risk Assessment and Audit (SRAA) of the platform, system, website or solution at the commencement of the project lifecycle. CIC reserves the right to review and approve the proposed SRAA service provider and may reject the proposed service provider if CIC considers that the scope of services, qualifications, relevant experience, independence or past performance is unsuitable for the engagement. The SRAA service includes: - The Preliminary assessment at the beginning of the project. - Risk Assessment during project execution including Risk Identification, Risk Analysis,			

CIC Security Requirements			Contractor's Response		
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		Risk Evaluation, Risk Treatment; and System Risk Registers. - Code Scan, Configuration Review, Penetration Test, and Vulnerability Scan during the development process. - Remediation shall be taken for all findings; and retesting shall confirm resolution to CIC's satisfaction. - SRAA report shall include at minimum: - Introduction and background; - Executive summary; - Assessment scope, objectives, methodology, timeframe and assumptions; - Current environment/system description with network diagrams; - Security requirements; - Risk assessment team details; - Summary of findings and recommendations; - Risk analysis results (assets, threats, vulnerabilities, impact, likelihood, risk levels); - Recommended safeguards with cost/benefit analysis; - Conclusions; - Annexes: general control review checklist, vulnerability scanning report, penetration testing report, asset identification and valuation results. If consultants, auditors or tools engaged by the Contractor or CIC propose recommendations for the platform/system/website/solution: Baseline Requirements: - The Contractor shall submit an action plan to CIC for approval within FIVE (5) working days after acceptance of reports, or any other time specified by CIC; - Once CIC approves the action plan, the Contractor shall implement all actions within the agreed period, at its own cost and expense. The SRAA shall, in accordance with the latest version of the Practice Guide for Security Risk Assessment & Audit, Practice Guide for Mobile Security, and Practice Guide for Cloud Computing Security as published by the DPO. **When the proposal solution only involves the renewal and continued use of the existing OutSystems platform without material changes to the technical architecture, answer NA in Compliance type.**			

CIC Security Requirements			Contractor's Response		
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RSK-05	Risk Remediation	Mechanisms exist to remediate risks to an acceptable level to ensure ongoing compliance. Baseline Requirements: - The Contractor shall provide support to fix any issues reported by CIC's cybersecurity team or CIC-appointed security assessor; - Response and remediation timelines shall be agreed with CIC prior to project commencement.			
SEA-01	Alignment With Enterprise Architecture	Mechanisms exist to develop an enterprise architecture, aligned with industry-recognized leading practices, with consideration for cybersecurity & data privacy principles that addresses risk to organizational operations, assets, individuals and other organizations. Baseline Requirements: - Implement anti-DDoS protection at infrastructure, network and application layers; - Design solution, data schema and data storage with minimal impact on personal privacy; comply with Hong Kong PDPO; - Describe the design's compliance with PCPD's six data protection principles in the Technical Proposal; - Be aware of applicable data protection regulations (GDPR, PIPA, BASEL, etc.); promptly discuss any compliance questions with CIC before proceeding.			
TDA-01	Secure Coding	Mechanisms exist to develop applications based on secure coding principles. Baseline Requirements: - [WEB] Adopt OWASP Top 10 web application security practices; - [WEB] Implement secure cookie flags and appropriate HTTP Security Headers (CSP, permissions policy); - [WEB] Adopt CAPTCHA or equivalent bot protection on all input pages; - [WEB] Conceal all system and application information (platform type, technology, version) from public disclosure; - All passwords entered on screen shall be disguised and not used for any purpose other than authentication;			
TDA-02	Separation of Development, Testing and Operational	Mechanisms exist to manage separate development, testing and operational environments to reduce the risks of unauthorized access or changes to the operational environment. Baseline Requirements:			

CIC Security Requirements			Contractor's Response		
Req Ref	**Sub Category**	**Security Requirements Description**	**Requirement Compliance – Compliance Type (FC/BC/RC/OF/NC/NA)**	**Control Implementation Description**	**Remarks**
	Environments	- Maintain separate production, testing and development environments with appropriate access controls for each; - Access management shall cover all available environments of the application; - Production data shall not be used in non-production environments without explicit written approval from CIC.			
TDA-04	Use of Live Data	Mechanisms exist to approve, document and control the use of live data in development and test environments. Baseline Requirements: - Use of live/production data in non-production environments requires explicit written approval from CIC; - Where approved, apply appropriate data masking or anonymisation before use; - All instances of live data use in non-production environments shall be documented and auditable.			
TPM-06	Third-Party Management	Mechanisms exist to mitigate the risks associated with third-party access to the organization's systems and data. Baseline Requirements: Data & Service Location Transparency: - Disclose locations of data, development and delivery centres; provide contingency plans if centres are in geopolitically sensitive areas; - Inform CIC of options for storing data, servers and applications in various geographical locations (e.g. Hong Kong, China, Europe); - Disclose locations of engineers, sub-processors and sub-contractors; document mitigating steps and emergency response plans for geopolitically sensitive locations; - Notify CIC of any changes in development or support locations for products or services in use; - Information portability in case of change of Third/Forth Party or insourcing shall be defined; Network & Access Security - Provide separate private network access (site-to-site VPN available) for secure communication with CIC's systems; - The Contractor can only access types, services or classifications of information authorised by CIC;			

CIC Security Requirements			Contractor's Response		
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		Authority & Vendor Access: - State procedures when an authority requires access to data and associated systems; explain how data jurisdiction influences these procedures; - Declare whether vendor access (including sub-processors and engineers) to CIC data is required; if so, seek CIC approval and maintain access activity logs (reason, data accessed, duration); - Confirm whether CIC is informed of any data access activity before, during and/or after such access; Third-Party Security Assurance: - Complete and pass CIC's Third-Party Security Risk Assessment (TPSRA) prior to commencement of service and at intervals required by CIC; - Achieve and maintain a SecurityScorecard rating of B or above, or an equivalent external security posture rating accepted by CIC. - Remediate identified security findings within timelines agreed with CIC, based on risk severity; - Ensure personnel with access to CIC data or systems receive regular cybersecurity and data protection awareness training, including secure access practices and data handling obligations. Incident Response & CIC Support: - Establish and maintain documented incident response procedures applicable to incidents affecting CIC data, systems or services; - Notify CIC without undue delay upon detection of any actual or suspected security incident that may impact CIC; - Cooperate with CIC during incident investigation, containment, eradication and recovery activities, including provision of relevant logs, information and impact assessments upon request; - Designate incident response contact point(s) to support timely coordination with CIC during security incidents.			
VPM-01	Vulnerability Remediation Process	Mechanisms exist to ensure that vulnerabilities are properly identified, tracked and remediated.			

CIC Security Requirements			Contractor's Response		
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		Baseline Requirements: - Address emergency/critical vulnerabilities within ONE (1) months or a period agreed with CIC; - Provide support to fix issues reported by CIC's cybersecurity team.			
VPM-02	Software & Firmware Patching	Mechanisms exist to conduct software patching for all deployed operating systems, applications and firmware. Baseline Requirements: - Describe the patch management process in the Technical Proposal; - Apply security patches at least once every 3 months for OS, system services and all third-party components;			
VPM-03	Vulnerability Scanning	Mechanisms exist to detect vulnerabilities and configuration errors by routine vulnerability scanning of systems and applications. Baseline Requirements: - Conduct comprehensive vulnerability scanning (OS + application layer, referencing OWASP Top 10) using third-party assessors or tools before production launch; - Submit scan report to CIC for review and approval; remediate all findings prior to go-live; - Scanning shall cover system (OS) vulnerabilities and application vulnerabilities.			
VPM-04	Penetration Testing	Mechanisms exist to conduct penetration testing on systems and web applications. Baseline Requirements: - Conduct security penetration testing through to API and integration level with business applications in the ecosystem; - Submit penetration test report to CIC; all findings shall be remediated and retested before production launch.			
WEB-01	Web Application Firewall **(WAF)**	Mechanisms exist to deploy Web Application Firewalls (WAFs) to provide defence-in-depth protection for application-specific threats. Baseline Requirements: - Deploy WAF with capability to block access by IP address and detect/block suspicious traffic patterns; - Implement anti-DDoS protection to protect the application against external attacks.			

CIC Security Requirements			Contractor's Response		
Req Ref	**Sub Category**	**Security Requirements Description**	**Requirement Compliance – Compliance Type (FC/BC/RC/OF/NC/NA)**	**Control Implementation Description**	**Remarks**
AI-01	AI Related Controls	Mechanism should exist to assess AI risks and impacts at application and agent level during design phase and prior to production. All critical and high risks should be mitigated prior production release.			
AI-02	AI Related Controls	Mechanism should exist to define, document, and control the intended use, approved scope, AI system functionalities and capabilities, limitations, assumptions, and dependencies/integrations of the AI system.			
AI-03	AI Related Controls	Mechanism should exist to enforce least privilege, permission boundaries, and controllability over AI agents, inter-agent interactions, tools, connectors, and action execution.			
AI-04	AI Related Controls	Mechanism should exist to ensure AI systems are evaluated and tested prior to production deployment and after material changes, with a baseline requirement that solutions achieve not less than 80% accuracy based on evaluation criterias proposed by the vendor and approved by CIC.			
AI-05	AI Related Controls	Mechanism should exist to maintain sufficient AI-specific audit logs for traceability including but not limited to AI interactions, executions, retrivals, tool calls, guardrail events and errors, supporting accountability, troubleshooting, incident investigation, and audit review.			
AI-06	AI Related Controls	Mechanism should exist to monitor AI application and agent behaviour in production, including performance, security events, violations, abnormal usage, and drift.			
AI-07	AI Related Controls	Mechanism should exist to protect AI systems and agent components, data, prompts, memory, context, inter-agent and inter-components interactions, integrations, and supporting technologies from unauthorized access, disclosure, manipulation, misuse, or compromise.			
AI-08	AI Related Controls	Mechanism should exist to validate and support validation of AI outputs and control unsafe, misleading, unauthorized, biased, or inappropriate responses before downstream use or user reliance.			

Annex D – Application Information Annex

Purpose of this Annex

1. This Annex D provides information on the THREE (3) active business applications currently running on the existing application platform (the "Applications"). It is intended solely to assist Contractors in obtaining a general understanding of the purpose, main functions, usage characteristics, and integration landscape of each Application for the purpose of preparing their Proposals.

2. The information in this Annex D is descriptive and indicative only. It does not constitute a complete functional, technical, or design specification of the Applications and shall not be relied upon as such for detailed sizing, design, or pricing purposes.

3. The Applications, their documentation, and all related materials remain the property of CIC. No Intellectual Property Rights in the Applications or related materials are transferred or licensed to Contractors by virtue of the information disclosed in this Annex D or otherwise in the Tender Documents.

Portfolio Summary

1. The table below summarises the THREE (3) Applications, their primary business purpose, and key user groups.

Ref	Application Name	Short Name	Primary Business Purpose	Main User Groups
A1	Online Programme Application System	OPAS	Online enrolment and administration of CIC construction training programmes	External learners, trainers, and CIC administration staff
A2	Performance Recording Scheme	PRS	Recording and management of safety performance schemes and related scoring	Frontline personnel, rating staff, project-in-charge, and CIC teams
A3	Property Management System	PMS	Management of project/accommodation units (e.g., quarters/rooms), including allocation and occupancy	Site managers, administration staff, and accommodated workers

2. Contractors shall read the detailed information for each Application in Annex E – Functional Sizing Annex.

Individual Application Descriptions

i. Online Programme Application System (OPAS)

a. Business Purpose and Objectives

OPAS is crucial for student admissions and supports multiple recruitment workflows for various programs, including full-time year-long programs, full-time short programs, part-time/SPDC programs, and Safety Training courses. These workflows encompass a range of processes, such as online applications from candidates, collection of qualifications, vetting, admission interviews, offers and acceptances, e-payment and voucher payments, quota management, and operational changes like program and class adjustments. Additionally, these systems feature significant API integrations with various CIC systems, including TMS, CIAM, Payment Gateway, SendGrid SMTP Server, SMS Gateway, and more.

b. Application Summary

Item	Description
Application Name	Online Programme Application System
Short Name	OPAS
Primary Business Purpose	Online enrolment and administration of CIC construction training programmes, from course search through payment, vetting, and notification.
Main User Groups	● External learners (workers, supervisors, and other participants) ● Internal training and course administration staff ● Trainers/instructors
Key Modules	● Course Catalogue ● Online Enrolment ● Payment and Billing ● Vetting Processes Management ● Quota Management ● Class Management ● Reporting and Export ● Administration Functions
Key Business Workflows	● Enrolment submission and validation ● Queuing function for online enrolment ● Payment and confirmation ● Class assignment

Item	Description
	● Vetting and enrolment administration ● Notification to applicant
Key Integrations	● Payment gateways ● TMS (CIC Training Management System) ● Email/SMS services ● CIAM OKTA ● MuleSoft Gateway ● Google Analytics ● Google ReCAPTCHA
Non-functional Highlights	● High availability requirements (business-critical) ● Logging and audit to support regulatory and reporting needs ● Ability to handle peak enrolment periods

ii. Performance Recording Scheme (PRS)

a. Business Purpose and Objectives

To further enhance the safety performance and awareness of frontline personnel in the construction industry, the Construction Industry Council (CIC) has established the scheme. PRS features 8 personas, both internal and external, each equipped with a dedicated user interface. It manages complex functions essential for the operation of the scheme, including, but not limited to, consent management, performance scoring with an approval walkthrough, scoring inquiries with data segregation for different personas, onboarding and offboarding processes, and system integration with multiple platforms (CIC APP, OPAS, TMS, CWR). Additionally, it includes API integration with contractors, data analytics, user management, system configuration, data retention, security measures, and auditing functions. This comprehensive system is designed to ensure effective tracking and management of safety performance for CIC and the construction industry.

b. Application Summary

Item	Description
Application Name	Performance Recording Scheme
Short Name	PRS
Primary Business Purpose	A standardised system to record the safety performance of frontline personnel in the construction industry in Hong Kong.
Main User Groups	● Frontline Worker ● Frontline Supervisor ● Rating Staff ● Project-In-Charge

Item	Description
	● CIC Platform Administrator ● CIC System Administrator ● CIC Appeal Administrator ● HKIC Administrator
Key Modules	● Consent Management ● Enquiry System ● Training Application ● Scoring System ● Administration Function
Key Business Workflows	● Safety Performance Recording with workflow ● Safety performance enquiry for different personas ● Reporting and dashboard ● Administration function
Key Integrations	● Email/SMS ● CIC APP ● API Integration with OPAS, TMS, CWR ● API Integration with contractors ● CIAM OKTA ● Microsoft AAD ● Microsoft SQL DB and BLOB Storage ● MuleSoft Gateway ● Microsoft PowerBi ● Google Analytics ● Google ReCAPTCHA
Non-functional Highlights	● High availability requirements (business-critical) ● Logging and audit to support regulatory and reporting needs ● Data Segregation

iii. Property Management System (PMS)

a. Business Purpose and Objectives

PMS is a customized solution designed to support the operations of the hostel for laborers. This system provides a streamlined and centralized approach to daily management. It enables bulk reservations and room assignments, ensuring efficient allocation for large groups of laborers. Additionally, the front desk operations facilitate individual check-ins, check-outs, and work order logging, while fully integrating with the Salto door access control system and Wi-Fi management. Moreover, the system simplifies financial processes by generating invoices for contractors based on room usage, ensuring accurate billing and transparent record-keeping throughout the accommodation lifecycle.

b. Application Summary

Item	Description
Application Name	Property Management System
Short Name	PMS
Primary Business Purpose	Support the operations of the hostel for laborers.
Main User Groups	● Site managers ● administration staff
Key Modules	● Daily Operation Management ● Front Deck Operation Management ● Financial Management
Key Business Workflows	● Bulk reservation ● Room assignment ● Check-ins, check-outs ● Door access control ● Wi-Fi Management
Key Integrations	● Salto Door Access and Wi-Fi Management ● On-premises MS SQL Database via VPN ● Email Gateway ● Microsoft AAD ● Google Analytics ● Google ReCAPTCHA
Non-functional Highlights	● High availability requirements ● Logging and audit to support regulatory and reporting needs

Capability of Operational Requirement

a. The selected solution from the contractor must be capable of meeting our operational requirements and ensuring continuity of the platform while meeting or exceeding our Recovery Time Objective (RTO), Protected Resource Objective (PRO), data retention, scalability, and performance requirements related to our existing subscription with OutSystems. This subscription is set to end on March 27, 2026, and includes the following below.

   The Contractor shall also optimize the proposed solution in terms of licensing, application sizing, infrastructure resources, storage consumption, and other recurring subscription services. Such optimization shall be carried out in a cost-effective manner and in the best interests of CIC, while maintaining or enhancing the existing operational, technical, security, and service standards.

   i. 2,550 application objects

   ii. 300 internal users

iii. 10,000 external users

iv. 4 hosting environments, configured for high availability (Development, UAT, Staging, and Production)

v. OutSystems version O11

vi. 99.5% service availability

vii. 8x5 service support

viii. Recovery Time Objective (RTO) of 24 hours

ix. Log data retention for 9 weeks

x. Production database backups are retained for 15 days, enabling point-in-time recovery

xi. 4 production front-end servers with load balancing, each featuring 4 virtual cores and 16 GB of memory

xii. Production database server with 4 virtual cores and 32 GB of memory

xiii. Key objectives for protecting resources: Access Control & Authorisation, Authentication Security, API Security, Data Protection, Platform Security, Intellectual Property Protection.

Use of Application Information

a. The application information provided in this Annex D is intended solely to give Contractors a general understanding of the purpose, main functions, usage characteristics, and integration landscape of each Application for the purpose of preparing their Proposals.

b. The information in this Annex D is not exhaustive and may omit detailed functions, data items, technical components, or exceptional cases. Contractors shall not assume that the information fully describes the Applications or the Application Platform.

c. The Applications, their documentation, and all related materials remain the property of CIC. No Intellectual Property Rights in the Applications or related materials are transferred or licensed to Contractors by virtue of the information disclosed in this Annex D or otherwise in the Tender Documents.

d. Contractors shall:

i. use the information in this Annex D, together with Annex E – Functional Sizing Annex and other Tender Documents, as a reference basis for their own sizing, migration, and redevelopment planning; seek clarification during the specified clarification period if any

information is unclear, inconsistent, or insufficient for the purpose of preparing their Proposals; and

ii. clearly state in their Proposals any additional assumptions they make in interpreting or supplementing the information provided.

iii. CIC has used reasonable endeavours to ensure that the information in this Annex D is accurate and up-to-date at the time of tender preparation. However, CIC does not warrant that such information is complete or free from error, and reserves the right to refine or update the information during the course of the project.

iv. Contractors acknowledge that they are solely responsible for conducting their own assessment, due diligence, and estimation in relation to the Applications, the Application Platform, and any proposed solution. CIC shall not be responsible for, and will not entertain, any claim for additional payment, extension of time, or other relief on the grounds that the information in this Annex D and/or Annex E was insufficient, incomplete, or inaccurate, where the Contractor has failed to:

(a) make appropriate enquiries and clarifications during the clarification period; and/or
(b) clearly set out its assumptions and dependencies in its Proposal.

v. Following contract award, the successful Contractor will work with CIC to validate and refine the understanding of the existing Applications and environment during the initial stages of the engagement, based on more detailed access to system documentation, configurations, and stakeholders. Any adjustments to scope, effort, or cost arising from such refinement shall be handled in accordance with the provisions of the Contract.

vi. For the avoidance of doubt, it is the Contractor's responsibility, after contract award, to study in detail the Application Platform and all Applications within scope, and to design and implement the proposed solution in a manner that meets all contractual requirements. The Contractor shall bear the risks associated with its own sizing, design, and pricing decisions.

Annex E – Functional Sizing Annex

Purpose and Status

a. This Annex E provides indicative functional sizing information for the THREE (3) Applications using a simplified function point analysis approach. The purpose is to give Contractors a relative view of the functional size and complexity of each Application to support effort estimation and comparison between different solution options.

b. The figures in this Annex E are non-binding estimates prepared by CIC for reference only. They are not a substitute for each Contractor's own sizing and estimation work and shall not be treated as a guarantee of actual functional size or effort.

Indicative Function Point Summary

a. CIC has utilized the **OutSystems Application Object (AO)** as an indicative measure of unadjusted function points (UFP), which has been assigned to each application in this section.

b. An Application Object (AO) is a measurement of the complexity of applications on the OutSystems platform. Each screen, entity/database table, API method, and custom-defined Event in apps counts as 1 AO. AOs are counted the same in OutSystems 11 and OutSystems Developer Cloud, except where noted below.

c. Details on AO counting for Screens

   i. Web screens, email screens, and mobile web screens each count as 1 AO.

   ii. Web blocks are components that exist within a screen, so they don't contribute to the AO count.

   iii. Tabs and pop-up windows in your Reactive web apps are implemented within an existing screen, so they don't contribute to the AO count either.

   iv. Tabs and pop-up windows created as distinct screens in Service Studio, such as with traditional web apps, count as 1 AO for each screen.

   v. Tooltips don't contribute to the AO count.

d. Details on AO counting for Entities/Database tables

   i. Entities you create within OutSystems (both normal entities and static entities) each count as 1 AO.

ii. Entities you import from external databases (for example, a table or a view) for use in your app each count as 1 AO.

iii. OutSystems 11 entities you consume in ODC apps or agents through ODC Data Fabric don't contribute to the AO count.

iv. Entities using local storage, such as for use with mobile apps, each count as 1 AO.

v. Static entities included in a library each count as 1 AO.

vi. Tables created by the OutSystems platform, such as the Users table where end user information is stored, don't contribute to the AO count.

e. Details on AO counting for API methods
   (a) Each API method you:
      1. Import through Data Fabric (for example, SAP BAPIs, SAP OData Deep Inserts, Search Services) counts as 1 AO.
      2. Consume through AI Models counts as 1 AO.
      3. Create or consume through REST and SOAP Web Service within each app or library counts as 1 AO.
   (b) Each API method you create (REST or SOAP Web Service) counts as 1 AO.
   (c) Each API method you consume (REST, SOAP Web Service, SAP BAPI, etc.) within each app counts as 1 AO.
   (d) API methods included in a library each count as 1 AO.
   (e) APIs that are within a C#-based extension don't contribute to the AO count.

f. Details on AO counting for Events
   (a) Each custom-defined Event you create within OutSystems Developer Cloud counts as 1 AO.
   (b) Events in OutSystems 11 do not contribute to the AO count.
   (c) Please note that Block events and lifecycle events don't contribute to the AO count.

g. The table below summarises the indicative functional size of each Application and provides brief sizing notes. CIC will populate the actual indicative UFP values prior to tender issue.

Ref	Application Name	Short Name	Indicative Functional Size (UFP)	Relative Complexity	Key Functional Characteristics / Sizing Notes
A1	Online Programme Application System	OPAS	900 AO	High	High number of enrolment-related screens and reports; significant integration with payment and registry systems; large volume of course and participant records.

Ref	Application Name	Short Name	Indicative Functional Size (UFP)	Relative Complexity	Key Functional Characteristics / Sizing Notes
					Safety-specific enrolment and certification functions, including safety card issuance and renewals; overlaps with general OPAS processes.
A2	Performance Recording Scheme	PRS	300 AO	High	Multiple safety performance event types, scoring logic, and reporting views; emphasis on data history and audit.
A3	Property Management System	PMS	300AO	Medium - High	Accommodation/project unit management (units, occupants, bookings, maintenance requests) with workflow-oriented processes.

Use and Disclaimer

a. The table in Annex E summarises CIC's indicative view of the relative functional size and complexity of each Application to assist Contractors in preparing comparable Proposals and high-level effort estimates.

b. The indicative function point figures do not represent a full, formal function point analysis and are not contractually binding. CIC does not warrant that the figures precisely reflect the actual functional size or effort required for any Application.

c. Contractors shall:

1. review the information in this Annex E together with Annex D – Application Information Annex;

2. apply their own recognised sizing and estimation methods; and

3. clearly state any assumptions made and their impact on solution design and pricing in their Proposals.

d. No claim for additional payment, extension of time, or other relief shall be entertained on the grounds that the indicative functional sizing or application information was inaccurate, incomplete or insufficient where the Contractor has failed to raise clarification queries or clearly state assumptions in its Proposal.

e. Following contract award, the successful Contractor will refine the functional sizing in collaboration with CIC during the initial project phase as part of the agreed analysis and design activities. Any adjustments to scope, effort, or cost arising from such refinement shall be handled in accordance with the provisions of the Contract.

Memorandum of Agreement

of

Provision of Application Platform and Related Services

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 Application Platform and Related Services for the Employer (hereinafter called "the Assignment") and details of which are set out in the Assignment Brief annexed hereto AND WHEREAS the Contractor has agreed to provide such Services in accordance with the Assignment Brief, Conditions of Contract annexed hereto (hereinafter referred to as "the Conditions"), and subject to the payment to him by the Employer of the fees and other payments set out in the Fee Proposal and the Conditions annexed hereto.

NOW THEREFORE IT IS AGREED AS FOLLOWS :-

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

for

the Construction Industry Council

November 2026

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General Conditions of Contract for Provision of Application Platform and Related Services 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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