



6 June 2025

Dear Sir / Madam,

Tender Reference No. (588) in P/AE/PUR/AGC
Invitation to Tender for the Provision of Consultancy and Implementation Services
on Trade Test Corner and Online Application via CIC APP
for the Construction Industry Council

You are invited to submit a tender for the Provision of Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP for the Construction Industry Council as specified in the tender documents.

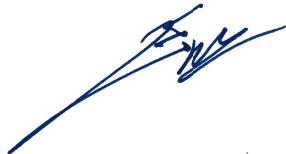
1. Your tender proposal, **in copies specified in the tender**, should be submitted in two separate sealed envelopes.
2. The tenderer shall deposit two separate sealed envelopes with labels as specified below into the tender box located at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong** **not later than 12:00 noon on 26 June 2025.** Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Provision of Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP for the Construction Industry Council"
 - b) Label with "Fee Proposal for Provision of Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP for the Construction Industry Council"

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

3. The tenderer shall provide the completed 'Application Form for Inclusion in the CIC Vendor List' as provided in the tender invitation, containing basic information of the interested tenderer (For Non-CIC Registered Vendor only).
4. In the event of Typhoon Signal No. 8 or above, or Black Rainstorm Warning is hoisted or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 a.m. – 6:18 p.m.) on the tender closing date, the closing time will be postponed to 12:00 noon of the next working day.

5. Construction Industry Council is not bound to accept any proposal it may receive. In addition, it will reject bids which are considered to have been priced unreasonably low.
6. It should be noted that the Council will not be responsible for the reimbursement of any cost incurred by you for the preparation of the submission.
7. The invited tenderer who has decided to decline the bid shall return the Reply Slip for Declining Bid provided in Appendix F of the Conditions of Tender.
8. There will be a briefing session **at 3:00 pm on 12 June 2025 via Microsoft Teams**. Interested tenderers shall complete and return the reply slip in **Appendix G** by fax 2100 9439 or e-mail: wickychan@cic.hk no later than 12:00 noon on 11 June 2025 confirming the attendance of the said tender briefing and state clearly the number of attendees for CIC's arrangement.
9. The tender documents can be downloaded from CIC's website: http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/.
10. During the tender evaluation stage, the tenderer may be requested to attend a tender interview to present his tender proposals. Details of the interview may be announced to the shortlisted tenderers 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. Wicky Chan, Assistant Manager - Procurement, on telephone 2100-9039 or via e-mail: wickychan@cic.hk.

Yours sincerely,



Eric LEE
Manager – Procurement

Encl.

Checklist for Submission of Tender

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

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

Particulars	<u>Reference</u>
Technical Proposal	
1. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 2.1.1, 2.1.2, 2.1.3 and 2.1.4
3. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes (a) Tender Programme (b) Method Statements (c) Technical Requirement Compliance Table	Conditions of Tender, Appendix A Clause 3.1 and 3.2
4. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
5. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
Fee Proposal	
6. Form of Tender	Conditions of Tender, Appendix C
7. Fee Proposal	Conditions of Tender, Appendix D

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

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

Construction Industry Council

Provision of Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP for the Construction Industry Council

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

"Confidential"	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	TENDER
Technical Proposal	Ref. No.: [(588) in P/AE/PUR/AGC] Provision of Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP for the Construction Industry Council	
Name of Tenderer: _____		
Closing Time and Date: <u>12:00 noon on 26 June 2025</u>		



"Confidential"	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	TENDER
Fee Proposal	Ref. No.: [(588) in P/AE/PUR/AGC] Provision of Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP for the Construction Industry Council	
Name of Tenderer: _____		
Closing Time and Date: <u>12:00 noon on 26 June 2025</u>		

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

請詳細填寫本申請表並交回：

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

香港九龍觀塘駿業街56號
中海日升中心38樓
建造業議會
採購部

Tel. No.: 2100 9000

電話號碼：

2100 9000

Fax. No.: 2100 9439

圖文傳真號碼：

2100 9439

E-mail: vendor@cic.hk

電子郵件：

vendor@cic.hk

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

如查詢此表格內的資料，包括查閱途徑及修訂資料，請與上述部門聯絡。

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

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

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

(ii) Company Address : _____
(English)

公司地址 : _____
(中文)

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

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

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

為減少紙張用量，除非另作書面要求，所有議會通訊將以電郵傳遞。

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

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

(ii) Members of organisation 公司成員：

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

* Delete where inappropriate 將不適用者刪去

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

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

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

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

☐ No
不是

PART III - BUSINESS TYPE 第三部 - 業務性質

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

☐ Type 1 - Supplier
類別一 - 供應商

Trade of Services 服務行業

☐ 1 Construction Materials (建築材料)

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

Page 2 of 14

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

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

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

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)

Page 12 of 14

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

PART V - CERTIFICATION 第五部 - 證明

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

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

(ii) Declaration 聲明

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

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

本人謹代表上述公司，申請登記成為建造業議會一般供應商。



(Space for company chop)
(公司印鑑)

Signature:

簽署：_____

Name in block letters:

姓名(正楷)：_____

Designation:

職銜：_____

Date:

日期：_____

Application Form for the Inclusion in the CIC General Vendor List

建造業議會一般供應商名單申請表

DOCUMENT CHECKLIST 文件核對表

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

Type 1 - Supplier (類別一 - 供應商)

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

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

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

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

注意事項：請在欄內方格加上「✓」號以示已附上該文件。

Tender Documents
for
Provision of Consultancy and Implementation Services
on
Trade Test Corner and Online Application via CIC APP
for
the Construction Industry Council

Employer

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

June 2025

Provision of Consultancy and Implementation Services on
Trade Test Corner and Online Application via CIC APP
for
the Construction Industry Council

List of Tender Documents

	Page
1. Conditions of Tender	CT-1
2. Appendices to Conditions of Tender	
Appendix A – Details for Technical Submission	CT-10
Appendix B – Standard Letter for Complying with Anti-Collusion Clause	CT-15
Appendix C – Form of Tender	CT-17
Appendix D – Fee Proposal	CT-19
Appendix E – Tender Evaluation Procedures and Criteria	CT-23
Appendix F – Reply Slip for Declining Bid	CT-26
Appendix G – Reply Slip for Tender Briefing Session	CT-28
3. Assignment Brief and its Annexes	AB-1 to AB-73
4. Memorandum of Agreement	MA-1 to MA-3
5. General Conditions of Contract	CC-1 to CC-46

Conditions of Tender
for
Provision of Consultancy and Implementation Services
on
Trade Test Corner and Online Application via CIC APP
for
the Construction Industry Council

Table of Contents

Clause	Page
1 Notes to Tenderers	CT-2
2 Invitation	CT-2
3 Tenderers' Response to CIC Enquiries	CT-2
4 Completion of Tender	CT-3
5 Tender Briefing and Site Visit Session	CT-6
6 Tender Interview	CT-7
7 Tender Evaluation	CT-7
8 Tenderer's Commitment	CT-7
9 Amendments	CT-8
10 Award of Contract	CT-8
11 Rights to Exercise	CT-8
12 Submitted Documents	CT-8
13 Enquiries	CT-9
 APPENDIX A – Details for Technical Submission	 CT-10
APPENDIX B – Standard Letter for complying with Anti-Collusion Clause	CT-15
APPENDIX C – Form of Tender	CT-17
APPENDIX D – Fee Proposal	CT-19
APPENDIX E – Tender Evaluation Procedures and Criteria	CT-23
APPENDIX F – Reply Slip for Declining Bid	CT-26
APPENDIX G – Reply Slip for Tender Briefing Session	CT-28

1 Notes to Tenderers

- 1.1 All tenderers shall read the instructions contained in this Conditions of Tender carefully prior to preparing their tender submissions. Any tender submission, which does not follow these instructions is deemed to be incomplete and may be disqualified.
- 1.2 The tender documents consist of:
 - a) Conditions of Tender;
 - b) Appendices to Conditions of Tender;
 - c) Assignment Brief and its Annexes;
 - d) Memorandum of Agreement; and
 - e) 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 Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP. Further details are given in the **Assignment Brief and its Annexes**.
- 2.2 The tender shall be submitted in accordance with the **Conditions of Tender**.
- 2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and CIC will form part of the contract.

3 Tenderers' Response to CIC Enquiries

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

4 Completion of Tender

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

- 4.7 Tender should be submitted to the Tender Box of CIC at **G/F, Hong Kong Institute of Construction - Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong by 12:00 noon on 26 June 2025**. 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.
- 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 *Not used.*
- 4.23 No liability will be admitted, nor claim allowed in respect of errors in the tenderer's tender due to mistakes in the tender documents which should have been rectified in the manner described above.
- 4.24 Tenderer shall be deemed to be in possession of a valid business registration certificate and, if necessary, be registered with the relevant authority authorizing him to carry out the works described in the tender documents.
- 4.25 Tenderer shall comply with the CIC's General Conditions of Contract. 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 and site visit 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 site visit and state clearly the number of attendees for the CIC's arrangement.
- 5.3 The CIC may record the queries raised by the tenderers attending the tender briefing and may issue a Replies to Tender Queries to all tenderers for information.

6 Tender Interview

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

7 Tender Evaluation

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

8 Tenderer's Commitment

- 8.1 All information and responses from the tenderer must be submitted in writing. The relevant provisions of this invitation to tender and such documents so submitted shall be the representation of the tenderer and may be incorporated into and made part of the Contract between the CIC and the successful tenderer.
- 8.2 The CIC reserves the right to disqualify any tender that directly or indirectly attempts to preclude or limit the effect of the requirements as mentioned on the Assignment Brief and its Annexes.
- 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 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. Wicky CHAN
Assistant Manager - Procurement
Construction Industry Council
38/F, COS Centre,
56 Tsun Yip Street, Kwun Tong,
Kowloon, Hong Kong

Tel : (852) 2100-9039
Fax: (852) 2100-9439
Email: wickychan@cic.hk

APPENDIX A – Details for Technical Submission

**To be included
in
Technical Proposal**

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

1. Tenderer's Track Record & Project Reference

- 1.1 The tenderer is required to provide company's profile, background and expertise;
- 1.2 The tenderer is required to provide a full list of project references undertaken in the **past 5 years** (as of the tender closing date) for projects similar to this Assignment, giving the details by adhering to the submission format as specified in Section 1.3 below.
- 1.3 The tenderer shall submit a list of **relevant project references** in the following format with support of copies of job references or recommendation letters from previous clients.

	Name of your Client / Organization		
Scope of work			
Project Type (Scale and complexities)			
Organisation Type		Involved Stakeholders Type	
Project Cost		Project Duration	
Completion Date			

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

2. Tenderer's Staff Resources

2.1 Organization and Qualification of Proposed Project Team

2.1.1 The tenderer shall submit:

- (a) An **Organization chart** indicating the proposed project team structure and strength of the proposed project team. The project team shall include members who have experience in supplying the Deliverables as outlined in the Assignment Brief and its Annexes, in particular the Project Manager, Business Analyst, Solution Architect, UI/UX Designer, Development Team and Quality Assurance Team as stated in Section 4 of the Assignment Brief.

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

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

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

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

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

- 2.1.4 Tenderers must indicate clearly in respective part of technical proposal in case they would sub-contract any or part of the services required under the Assignment Brief and its Annexes. In such cases, details and experience of the sub-contractor(s) or preferred list of sub-contractor(s), relevant scope of services and the selection criteria and procedure shall be provided.

3. Project Approach and Requirements

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

(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) Design Development - collect all user requirements, complete the system design and onboard the proposed system / solution.
- (b) Configuration and Customisation Activities - carry out the configuration of the proposed system and customization in accordance with the agreed design.
- (c) Testing and Data Migration Activities - propose and conduct the necessary test and data migration to the satisfaction of CIC.
- (d) System Nursing and Maintenance Activities - support the system roll-out, conduct training, handover documentation and provide ongoing maintenance.

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

- (a) The overall approach in undertaking the Assignment;
- (b) Statement of understanding to demonstrate the Contractor's understanding of the Assignment;
- (c) Detailed method statements in undertaking the Works in particular:
 - The proposed solution and its feature, the Service Level Agreement (SLA) on the system availability, High Availability (HA) features
 - The proposed design and methodology
 - Disaster recovery design, Recovery Time Objective (RTO) and Recovery Point Objective (RPO)
 - Testing and Quality Assurance (QA) arrangement
 - Maintenance service details

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

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

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

<u>Particulars</u>	<u>Reference</u>
Technical Proposal	
1. Tenderer's Track Record & Project Reference	Conditions of Tender, Appendix A Clause 1.1 to 1.4
2. Organisation and Qualifications of Proposed Project Team	Conditions of Tender, Appendix A Clause 2.1.1, 2.1.2 , 2.1.3 and 2.1.4
3. Project Approach and Requirements to (i) fulfill the technical requirements and (ii) deliver all deliverables outlined in the Assignment Brief and its Annexes (a) Tender Programme (b) Method Statements (c) Technical Requirement Compliance Table	Conditions of Tender, Appendix A Clause 3.1 and 3.2
4. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
5. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E

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

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

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

To: Construction Industry Council (CIC)

Date:

**To be included
in
Technical Proposal**

Dear Sir/Madam,

Tender Ref: _____ (588) in P/AE/PUR/AGC

Tender Title: Provision of Consultancy and Implementation Services on
Trade Test Corner and Online Application via CIC APP for
the CIC

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

(_____)]¹,
address of the tenderer

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

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

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

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

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

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

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

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

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

by []²:
name and position of the signatory

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

Note:

* Delete as appropriate

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

APPENDIX C – Form of Tender

**To be included
in
Fee Proposal**

FORM OF TENDER
FOR
PROVISION OF CONSULTANCY AND IMPLEMENTATION SERVICES ON
TRADE TEST CORNER AND ONLINE APPLICATION VIA CIC APP
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, Memorandum of Agreement, General Conditions of Contract, thereto for the execution of the above named Services, we offer to execute and complete the whole of the said Services in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief and its Annexes, Memorandum of Agreement, General Conditions of Contract, and the tender proposals submitted herewith within _____ Calendar Days including Sundays and Public Holidays from the date of contract awarded and for the sum of Hong Kong Dollars.....
.....(HK\$.....) (not being subject to fluctuations in labour and material costs) or such sums as may be ascertained in accordance with the Conditions of Employment.
2. We agree to abide by this tender and not to withdraw it for a period of 120 days from the date fixed for receiving it and including that date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof subject to the provisions of Clause 2 hereof shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Signature _____

In the capacity of _____

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

Registered Address of the Firm

Date _____

Witness _____

Address

Occupation

Date _____

Business Registration Certification No. _____

Name of Partner(s)

Residential Address of Partner(s)

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

APPENDIX D – Fee Proposal

**To be included
in
Fee Proposal**

FEE PROPOSAL
FOR THE
PROVISION OF CONSULTANCY AND IMPLEMENTATION SERVICES ON
TRADE TEST CORNER AND ONLINE APPLICATION VIA CIC APP
FOR THE
CONSTRUCTION INDUSTRY COUNCIL

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

Schedule of Rates

Table 1 - Detailed breakdown of tender price

Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Deliverables	Quantity	Amount (HK\$)
1	2.3.1 to 2.3.3	One-off Professional Service	1 Job	
Total Amount for Mandatory Items (in HK\$):				

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

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

Optional Item	Relevant Item(s) in Assignment Brief and its Annexes	Description of Optional Deliverables	Provisional Quantity*	Unit	Unit Rate (HK\$)
1	Section 3.7.11 (a)	Maintenance service after initial contract	1	Year	
2	Section 3.7.11 (b)	Maintenance service after initial contract	2	Year	
3	Section 3.7.11 (c)	Maintenance service after initial contract	3	Year	
4	Section 3.7.11 (d)	Out of scope service	1	Person day	
5	Section 3.7.11 (d)	Out of scope service	1	Person month	

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

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

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

Deliverable No.	Deliverable Description	Completion Date	Payment Schedule (%)
1	Project Commencement	The date as stated on the Project Commencement Letter (D)	10%
2	Completion of System Design	End of 12 weeks after Project Commencement (D + 12 weeks)	10%
3	Completion of Development	End of 24 weeks after Project Commencement (D + 24 weeks)	30%
4	Completion of Testing, Content Migration and Publishing of the Mobile App	End of 30 weeks after Project Commencement (D + 30 weeks)	30%
5	Completion of System Nursing	End of 46 weeks after Project Commencement (D + 46 weeks)	10%
6	Completion of Knowledge Transfer	End of 48 weeks after Project Commencement (D + 48 weeks)	10%
		Total	100%

Name of Company : _____

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

(with company chop)

Address _____

Tel No.: _____ Fax No. _____

Email: _____ Date: _____

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

APPENDIX E – Tender Evaluation Procedures and Criteria

1. INTRODUCTION

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

2. TECHNICAL EVALUATION

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

Table 1 – Technical assessment marking scheme

Assessment Criteria	Assessed Marks (%)	Maximum Marks (%)
Assessment will be based on the following criteria:-		
1. Tenderer's 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 projects. (20%)		20%
The following sub-criteria shall be considered: (a) Organisation of Proposed Project Team (10%) (b) Qualification, Experience and Capability of Proposed Project Team (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) (50%)		50%
The following sub-criteria shall be considered: (a) Information architecture and UI / UX (15%) (b) Compliance with CIC's requirements (20%) (c) Presentation of new ideas; (10%) (d) The detailed work programme for project delivery (5%)		
4. Tenderer's Performance in CIC's Past Projects (10%)		10%
Total:		100%

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

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

3. FEE EVALUATION

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

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

4. CALCULATION OF COMBINED SCORES

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

APPENDIX F – Reply Slip for Declining Bid

With reference to your tender invitation (Tender Reference: (588) in P/AE/PUR/AGC, Closing Date: 26 June 2025), 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: wickychan@cic.hk or fax no: 2100 9439 no later than 12:00 p.m. on **26 June 2025**.
- 2) Please contact Mr. Wicky CHAN at Tele: 2100 9039 or E-mail: wickychan@cic.hk for any enquiry.

APPENDIX G – Reply Slip for Tender Briefing Session

I/We would like to attend the tender briefing session for the Provision of Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP for the Construction Industry Council at 3:00 p.m. on 12 June 2025 via Microsoft Teams.

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

Note:

1. Each Tenderer shall register three attendees at most.
2. Please return the completed reply slip to E-mail: wickychan@cic.hk or fax no: 2100 9439 no later than 5:00 p.m. on **11 June 2025**.
3. Please contact Mr. Wicky CHAN at Tele: 2100 9039 or E-mail: wickychan@cic.hk for any enquiry.
4. The briefing session will be conducted via Microsoft Teams. The CIC will send the Microsoft Teams link to the provided email before the briefing session. Please state email address(es) clearly.

Assignment Brief
for
Provision of Consultancy and Implementation Services on
Trade Test Corner and Online Application via CIC APP
for
the Construction Industry Council

June 2025

© 2025 Construction Industry Council

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

Assignment Brief
Provision of Consultancy and Implementation Services on
Trade Test Corner and Online Application via CIC APP

Table of Contents

	Page
1 Conventions	AB - 6
2 Background	AB - 6
2.1 Overview	AB - 6
2.2 Current Situation - Existing Application	AB - 6
2.2.1 Application Nature	AB - 6
2.2.2 Major Functionalities	AB - 7
2.2.3 Data Domain, Usage, Storage, and Classification	AB - 7
2.2.4 Pain Points	AB - 7
2.3 Project Objectives	AB - 8
2.3.1 Main Objectives	AB - 8
2.3.2 Key Stakeholders	AB - 8
2.3.3 Business Criticality	AB - 8
3 Scope of Service	AB - 9
3.1 Overall Scope	AB - 9
3.2 Functional Requirements	AB - 9
3.2.1 General Requirements	AB - 9
3.2.2 Business Requirements	AB - 9
a) Frontend Functions and Features of the Application	AB - 9
b) Backend Functions & Features	AB - 13
3.3 Standardised Technical Requirements	AB - 13
3.3.1 User Interface (UI) Design/ User Experience (UX) Requirements	AB-13
3.3.2 Data Management Requirements	AB - 14
a) Data Migration	AB - 14
b) Data Storage	AB - 15
3.3.3 Integration Requirements	AB - 15

a) API Management	AB - 15
b) System Interface	AB - 16
3.3.4 IAM Requirements	AB - 16
a) Identity Lifecycle Management	AB - 16
b) Authentication	AB - 16
c) Authorisation	AB - 18
3.3.5 Infrastructure Requirements	AB - 18
a) Platform Requirements	AB - 18
b) Environment Management	AB - 18
c) Hosting Requirements	AB - 19
d) Monitoring Requirements	AB - 19
e) Infrastructure	AB - 19
3.4 Standardised Non-Functional Requirements	AB - 20
3.4.1 Capacity and Performance Requirements	AB - 20
a) System Capacity	AB - 20
b) Storage Requirements	AB - 21
c) Performance	AB - 21
3.4.2 Availability Management	AB - 21
3.4.3 Compatibility Requirements	AB - 21
3.4.4 Accessibility Requirements	AB - 21
3.4.5 Configurability Requirements	AB - 21
3.4.6 Maintenance and Support Requirements	AB - 21
a) System Maintenance	AB - 21
b) Data Maintenance	AB - 21
c) Service Level Agreement (SLA)	AB - 21
d) Patch Management	AB - 21
3.4.7 DevOps Requirements	AB - 21
a) Code Repository	AB - 21
b) CI/CD	AB - 21
3.5 Project-Specific Technical Requirements	AB - 22
3.5.1 Integration Requirements	AB - 22

a) System Interface	AB - 22
3.6 Security Requirements	AB - 23
3.6.1 Security Framework Overview	AB - 24
a) Access Management Requirements	AB - 24
b) Access Security	AB - 24
c) Web Security	AB - 24
d) Cloud Security	AB - 24
3.6.2 Data Governance and Compliance Requirements	AB - 24
a) Data Security	AB - 24
b) Data Privacy	AB - 24
c) Data Sovereignty and Service Continuity	AB - 24
d) Cross-Border Data Transfer and Access	AB - 24
3.6.3 Risk Management and Compliance Requirements	AB - 25
a) Security Risk Assessment & Audit (“SRAA”)	AB - 25
b) Privacy Impact Assessment (“PIA”)	AB - 25
3.6.4 Operations and Maintenance Requirements	AB - 25
a) Security Updates and Patching	AB - 25
b) Incident Handling	AB - 25
3.7 Project Management Requirements	AB - 25
3.7.1 Project Management and Governance	AB - 25
3.7.2 Project Management Approaches	AB - 26
a) Predictive	AB - 26
b) Adaptive	AB - 26
c) Hybrid	AB - 27
3.7.3 System Analysis and Design (SA&D)	AB - 27
3.7.4 Testing	AB - 27
a) Unit Tests and System Integration Tests (“SIT”)	AB - 27
b) User Acceptance Tests (“UAT”)	AB - 27
c) Load Tests/ Stress Tests	AB - 28
d) Disaster Recovery (“DR”) Drill Tests	AB - 28
3.7.5 Deployment and System Launch	AB - 28

3.7.6	Exit Requirements	AB - 29
a)	Nursing Services	AB - 29
b)	Knowledge Transfer	AB - 30
3.7.7	High-level timeline/ milestones	AB - 30
3.7.8	Deliverables	AB - 30
3.7.9	Conflicts and Crises Management	AB - 32
3.7.10	Project Delays	AB - 33
3.7.11	Optional Items	AB - 33
4	Requirements to the Contractor and the Service Team	AB - 33
4.1	Contractor's Office	AB - 33
4.2	Proposed Service Team	AB - 34
4.2.1	Project Manager	AB - 34
4.2.2	Business Analyst	AB - 35
4.2.3	Solution Architect	AB - 35
4.2.4	UI/ UX Designer	AB - 35
4.2.5	Development Team	AB - 36
4.2.6	Quality Assurance Team	AB - 36
4.3	Contractor Management	AB - 36
4.4	Sub-contractor Management	AB - 36
	Annex A – Compliance Table	AB - 38
	Annex B – Standard Non-Functional Requirements Checklist	AB - 40
	Annex C – CIC ITD Security Terms	AB - 52
	Annex E – Security Requirements for Vendor (Contractor)	AB - 68

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 Background

2.1 Overview

- a) The Construction Industry Council (“CIC”) is providing trade testing services to the construction workers in Hong Kong. The trade tests are mainly conducted in Hong Kong Construction Industry Trade Testing Centre (HKCITTC).
- b) The trade test applicants are currently submitting applications by mail / in person / CIC mobile application – Trade Test Online Application (“Legacy TTOA App”) (App Store - <https://apps.apple.com/hk/app/trade-test-app/id995540055?l=en-GB>) (Google Play - <https://play.google.com/store/apps/details?id=org.hkcic.ttoa&hl=en>).
- c) CIC has launched a flagship unified mobile application (“CIC APP”) (<http://go.cic.hk/app>) that provides one-stop services for construction worker registration, career, and safety information. The application will continue to include other CIC digital features, such as the Trade Test Online Application.
- d) To address this, the CIC aims to engage a contractor (the “Contractor”) to carry out the **replacement** service on Trade Test Corner and Online Application via CIC APP (the “Service”).

2.2 Current Situation - Existing Application

2.2.1 Application Nature

- a) The existing application Trade Test Online Application is a mobile application that

launched in 2015, designed to set out the standard of qualification for craftsmen; assist the industry in the proper selection of skilled craftsmen and facilitate the acquisition of recognized qualifications and to enhance the status and career development of skilled craftsmen. It is a custom application hosted on cloud (AWS - external), which has been customised to meet specific needs within CIC.

2.2.2 Major Functionalities

- a) to implement a module providing features and functionalities of the Trade Test Online Application on the existing CIC APP with a seamless experience;
- b) to implement a comprehensice section detailing prerequisites for applying for the trade tests;
- c) to access the educational resources and study materials tailored to specific trade tests.

2.2.3 Data Domain, Usage, Storage, and Classification

Type of data	Data Storage	Data Integration	Data Classification
Personal Information, such as HKID Number, Name, Date of Birth, etc	Trade Test Management System on-prem DB	Trade Test Management System	Confidential
Contact Information, such as Phone Number, Residential Address, etc	Trade Test Management System on-prem DB	Trade Test Management System	Confidential
Applicant's Qualification	Trade Test Management System on-prem DB	Trade Test Management System	Internal

2.2.4 Pain Points

- a) The application is experiencing the pain points outlined as follows:
 - i. It is anticipated that there would be about 30,000 construction workers to take trade tests every year to become registered workers under the Construction Workers Registration Ordinance. To cope with the potential surge of demand, the CIC is streamlining the workflow to maximize operational efficiency.
 - ii. For the paper application form, applicants need to complete the trade test application form in writing, trade testing office needs to input the above written

information to the CIC Internal System - Trade Test Management System (“TTMS”) manually.

2.3 Project Objectives

2.3.1 Main Objectives

The main objectives are:

- a) To establish the qualification standards for craftsmen;
- b) To aid the industry in the effective selection of skilled craftsmen;
- c) To promote the attainment of recognised qualifications and to improve the status and career advancement of skilled craftsmen.

2.3.2 Key Stakeholders

During the project, the Contractor shall mainly engage with

- a) Internal stakeholders
 - i. CIC staff from the Information Technology Department (ITD), who are the owner of the mobile app, are responsible for architecting the overall design, governance and maintenance of the platform;
 - ii. CIC staff from Trade Tests (TT), the business owners, to ensure the user requirements align with operational needs and validate that the implemented solution meets the required standards.
- b) External stakeholders
 - i. The CIC is providing trade testing services to the construction workers in Hong Kong. The trade tests are mainly conducted in the Hong Kong Construction Industry Trade Testing Centre (HKCITTC). HKCITTC is situated at 97, Yue Kwong Road, Aberdeen;
 - ii. This includes all kinds of users in the construction industry who will be using the CIC mobile app, including but not limited to workers, professionals, contractors, businesses, etc. In addition, the general public can download the mobile app to access information related to the construction industry.

2.3.3 Business Criticality

- a) The Trade Test Corner and Online Application via CIC APP will be an application with medium business criticality that plays a vital role in supporting CIC’s operations but can typically sustain short-term disruptions without catastrophic consequences. By providing a platform for seamless communication and centralised data management, it fosters an environment where information flows smoothly across departments and to the public.

3 Scope of Service

3.1 Overall Scope

- a) The proposed development of Trade Test Corner and Online Application via CIC APP shall fulfil at least the following minimum requirements outlined in Section 3.2 - 3.5. The Contractor's proposal shall reflect the level of compliance with all mandatory requirements and features, using the compliance table provided in Annex A that is scheduled for submission.
- b) The scope of the Service is to re-design and develop **ONE (1)** mobile application Trade Test Corner and Online Application via CIC APP (the "System") for Trade Test department to manage all trade test online application activities on a one-stop hub.

3.2 Functional Requirements

3.2.1 General Requirements

- a) The Trade Test Corner and Online Application via CIC APP design shall be modular and scalable to accommodate future changes, including but not limited to: business process updates, operational adjustments, technological advancements feature enhancements, or other statutory requirements in the future.
- b) The design of all processes and user interfaces should be user-oriented and refer to the Web Accessibility Handbook (https://www.digitalpolicy.gov.hk/en/our_work/digital_government/digital_inclusion/accessibility/promulgating_resources/handbook/) from the HKSAR Digital Policy Office ("DPO").
- e) The Trade Test Corner and Online Application via CIC APP shall be hosted and run on the existing CIC APP.

3.2.2 Business Requirements

- a) Frontend Functions and Features of the Application
 - i. Guest Mode and User Authentication
 - a. The TTOA Module shall support guest mode for applicants with no CIC APP login credentials.
 - b. The TTOA Module shall support migration of Legacy TTOA App users to CIC existing Customer Identify & Access Management platform.
 - c. The TTOA Module shall utilise the existing authentication system for CIC APP users.
 - d. The TTOA Module shall leverage CIC APP's existing user management mechanism to automatically create user accounts upon submission of trade test applications.

ii. Things to Know Before Applying

- a. The TTOA Module shall have a section providing information about things to know before applying a trade test such as
 - List of trade tests categorized by skill area
 - Notes for application, requirements and checklist of required documents (e.g.: identification, certificates, letter of employment)
 - Scope of trade test, including the skills and knowledge areas that will be assessed
 - Information on the format of the trade test (e.g.: practical, theoretical) and the expected duration
 - Step-by-step instructions on how to apply for a trade test

iii. Trade Test Application

- a. The TTOA Module shall be able to accept trade test applications, in which applicants enter their personal information, select trade test(s), upload supporting documents, and acknowledge declaration.
- b. The TTOA Module shall be able to read HKID information via OCR and NFC
- c. The TTOA Module shall pre-fill personal information in the trade test application for logged-in users.
- d. The TTOA Module shall allow multiple selection of trade tests in one application.
- e. The TTOA Module shall be able to dynamically change form fields, texts, checkboxes, etc., according to the selected trade tests.
- f. The TTOA Module shall support to third-party Consent Management and Preference Management System integration by executing JavaScript in application pages or API call.
- g. The TTOA Module shall ask for applicants' consent on whether they agree to let CIC:
 - Process Construction Workers Registration application
 - Update Registered Skilled / Semi-skilled Workers Status based on the trade test qualification
 - Update the trade test qualification
- h. The TTOA Module shall ask if applicants are interested in joining the incentive scheme upon successful completion of the trade tests applied.
- i. The TTOA Module shall save incomplete trade test applications for

later submission.

- j. The TTOA Module shall leverage the existing “My Application” section of the CIC APP to display statuses and related actions.
 - For incomplete applications, applicants shall be able to retrieve and continue the submission.
 - For approved applications, applicants shall be able to view outstanding fees, payment methods, and settle payment via mobile payment, and the test schedule.
 - For test-completed applications, applicants shall be to receive a result announcement.
- k. The TTOA Module shall be able to notify applicants of the trade test application status updates via SMS, WhatsApp and push notifications.

iv. Learning

- a. The TTOA Module shall include a section that provides learning materials for applicants to prepare for trade tests.
- b. The learning materials include but are not limited to:
 - Text
 - Images
 - PDF files
 - Videos
 - YouTube (plug-in)
 - BIM objects

v. Recommendations

- a. The TTOA Module shall be able to recommend trade tests to users based on their profiles, interests, and qualifications.
- b. A new trade test application shall be created upon selecting a recommendation.

vi. Events

- a. The TTOA Module shall leverage the CIC APP’s existing functionality to display trade test-related events.
- b. The trade test related events shall be categorised with tagging.

vii. Qualification Recognition

- a. The TTOA Module shall contain a section that provides information about the recognition of each qualification, including but not limited to:

- The professional bodies recognising the qualification
- The authorities and competencies upon obtaining the qualification
- The career path upon obtaining the qualification

viii. Payment

- a. The TTOA Module shall leverage CIC APP's payment gateway to support mobile payment methods, such as credit card, Apple Pay, Google Pay, Alipay, WeChat Pay, and Octopus, for settling application fees.
- b. The TTOA Module shall display a barcode for applicants to use as an alternative payment method to pay the application fees at convenience stores in Hong Kong.
- c. The TTOA Module shall send up to 2 payment reminders via CIC APP push notifications, SMS and Whatsapp message to applicants about payment of the application fee, which should be settled within one month of application approval.

ix. Notification

- a. The TTOA Module shall be able to deliver messages such as notices, reminders, and application status updates to applicants via the following channels, including but not limited to:
 - SMS
 - WhatsApp
 - Push notification
- b. The TTOA Module shall leverage the inbox functionality of the existing CIC APP to store all notifications sent to applicants.
- c. The TTOA Module shall allow users to choose which kind of notifications they want to receive.

x. Language

- a. The TTOA Module shall be multi-lingual and must specifically support English, Traditional Chinese, Simplified Chinese, Urdu, Hindi and Nepali.
- b. The support should include the Hong Kong Supplementary Character Set (HKSCS) and the Unicode (UTF-8) format.

xi. Presentation of New Ideas

- a. The Contractor shall propose idea(s) not covered in this assignment brief that could benefit CIC by improving the experience of the mobile

app from the perspective of the users, content author, approver and system owner. Proposed idea(s) could include streamlining Trade Test workflows, enhance candidate accessibility, etc.

b) Backend Functions & Features

i. Content Management

- a. The Contractor shall leverage CIC's existing content management system Adobe Experience Manager to enable CIC users to create, update, and delete contents of TTOA Module, including but not limited to:

- Trade test application forms
- Trade test tips
- Message (push notification, SMS and Whatsapp) templates and contents
- Terms and conditions
- PDF files
- Images
- Videos

ii. Trade Test Application Approval

- a. The Contractor shall leverage TTOA's existing backend functionality for CIC users to review and approve trade test application submitted.

3.3 Standardised Technical Requirements

- i. This section outlines the standardised technical requirements that apply to all projects within CIC. Please follow them as applicable. Please note that in the event of any clauses within this section conflicting with the content presented in the project-specific requirement sections, the provisions detailed in the project-specific requirement sections shall take precedence.

3.3.1 User Interface (UI) Design/ User Experience (UX) Requirements

- a) Generate an overall design based on CIC branding guidelines.
- b) Provide **TWO (2)** mood boards or style tiles of the mobile application for the CIC project team to choose from, including but not limited to colour palette, font style(s) and size(s) for different applications, the direction of design elements and design mock-up with the icon(s) and illustration(s), etc.
- c) Based on the selected preliminary design, undergo at least **THREE (3)** design iterations with CIC's input until a design is accepted.

- d) Establish comprehensive design guidelines to ensure that the design will be consistent across the whole website and any future content to be added.
- e) Define mobile-specific navigation patterns (e.g. tab bars, hamburger menus) that enhance usability on smaller screens.
- f) Specify minimum touch target sizes for buttons and interactive elements to ensure ease of use.
- g) Analyse and create detailed personas and detailed high-fidelity wireframes for user journeys of the trade test applicants.
- h) Study and evaluate the existing application to identify opportunities for improvement and formulate a strategy to achieve the goals set by CIC.
- i) The contractor shall analyse the current user journeys of the Legacy TTOA App and identify them.
- j) The design and user journeys of the TTOA Module shall be aligned with the design language and theming of the CIC APP.
- k) Create wireframes that include interactive elements, high-level demonstrating the look and feel and user experience of the mobile application.
- l) Build clickable prototypes to demonstrate user flows and interactions, allowing for usability testing and feedback.
- m) The Contractor shall specify which prototyping tools will be used in their proposal (e.g. Figma, InVisions, etc.).

3.3.2 Data Management Requirements

- a) Data Migration
 - i. The Contractor shall work with CIC to decide on a proper data migration strategy agreed upon by both parties. It could be entirely handled by the Contractor or the Contractor providing instructions on how CIC could perform the migration internally.
 - ii. The Contractor shall migrate all existing data of the Legacy TTOA App, including but not limited to:
 - Around 10 Trade Test application forms
 - Around 5,000 Trade Test application records
 - Around 10 push notification message templates and contents
 - Terms and conditions
 - Images
 - Videos

b) Data Storage

- i. 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.

3.3.3 Integration Requirements

a) API Management

- i. All the integration and data exchange between systems and clients shall be done in microservices architecture via RESTful APIs.
- ii. Design the APIs with the application network (<https://www.mulesoft.com/api/what-is-an-application-network>) concept in mind.
- iii. Leverage the CIC-subscribed MuleSoft AnyPoint Platform whenever applicable.
- iv. API specifications shall 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.
- v. Supplement with additional API documentation through **Anypoint Exchange**.
- vi. 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.
- vii. 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.
- viii. Apply MuleSoft's caching scope, object store and scheduler to properly cache commonly used APIs to ensure a swift API response time.
- ix. Adopt proper API policies using **API Manager** to secure and protect the APIs, including but not limited to the use of the following:
 - a. Spike Control
 - b. Rate Limiting
 - c. JWT Validation
 - d. IP Allowlist and Blocklist
 - e. JSON Threat Protection

- f. Client ID Enforcement
- g. Cross-Origin Resource Sharing (CORS)
- h. Integrate the APIs with CIC's **Sentry** platform (<https://www.sentry.io>) for application logging and abnormalities alert.
- i. Supply **Postman** collection with proper definition of environment variables, request, response and test cases for all developed APIs to enable ad-hoc API testing and regular monitoring needs.

b) System Interface

- i. Support real-time or near real-time system for 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.
- ii. Support web services for system interface. The Contractor shall specify the supported standards (e.g. XML, SOAP, WSDL).
- iii. Provide procedures (e.g. cryptographic techniques) to protect exchanged information from interception, copying, modification, misrouting and destruction.

3.3.4 IAM Requirements

a) Identity Lifecycle Management

- i. The Contractor shall 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 shall communicate with CIC and specify whether the user accounts for the solution will be set up and managed within an Active Directory environment.

b) Authentication

- i. Internal Users Authentication
 - a. The Contractor shall 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 shall communicate with CIC and specify whether the user accounts for the solution will be set up and managed within an Active Directory environment.
 - b. The Contractor can only access the types, services or classifications of information that are authorised by CIC.

- c. The use of special privileges shall be restricted, controlled, and logged.
 - d. The solution shall support role-based security access control by system functions, by organization structure or by employee level or all of the above and assign single or multiple roles or groups for users. Access to system utilities shall be strictly controlled and only granted with a defined need.
 - e. The solution shall allow system administrators to have the permission to create other user accounts whose security level is lower than himself/herself.
 - f. The system shall be monitored to ensure it complies with access policies and standards.
 - g. All passwords entered on the screen must be disguised. It is forbidden to use passwords for any purpose other than authentication.
 - h. The password complexity shall follow the CIC's password standard.
 - i. The solution shall 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 shall list out the supported configuration (e.g. password min/max length, validity of the password, etc.)
 - j. The solution shall support that the password policy can be defined AND configurable by the system administrator to fulfil the required password protection standard.
 - k. The solution shall support "forget password" function by users or system administrator for the user account created locally.
 - l. The solution shall support the following access security settings:
 - (i) Role-based security
 - (ii) Menu-based security
 - (iii) Function-based security
 - m. Access management shall cover all available environments (i.e., production, testing and development) of the application.
 - n. The solution shall 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.
- ii. External Users Authentication
 - a. Incorporate OAuth or OpenID Connect protocols to enable third-party

authentication providers for external users.

- b. Offer temporary guest accounts, if needed, with limited privileges for visitors who need occasional access to certain resources.
- c. Use secure token exchanges to manage session information securely when authenticating external users.

c) Authorisation

- i. Ensure that each resource has defined permission sets that restrict access based on user role or group membership.
- ii. Leverage Attribute-Based Access Control models that consider various attributes (such as location, department, clearance level) in addition to traditional role-based checks.
- iii. Enable dynamic adjustment of authorisation rules based on real-time context or conditions.

3.3.5 Infrastructure Requirements

If any infrastructure is required, the infrastructure shall comply with the requirements below.

a) Platform Requirements

- 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. 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
- iii. 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.
- iv. The Contractor should articulate the data retention process for the replica environment e.g. can this be purged based on CIC requirements.
- v. 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 Requirements

- 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 Requirements

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

e) Infrastructure

- i. The Contractor shall recommend the solution design of the proposed application, and present the solution in documents including:
 - a. Key functional design
 - b. System Architecture and Network Diagram
 - c. Process Flow Diagram/ Activity Diagram
 - d. Deployment Diagram
 - e. Cloud provider, if any.

- ii. 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.
- iii. 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.
- iv. 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 Vendor should provide a rationale for any deviations from these recommended technologies.
- v. The Contractor shall provide the one-off cost, ongoing operating cost quotation, license and subscription (if any) 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:
 - a. **Fee proposal** if the fee will be covered by the Contractor; OR
 - b. **Technical proposal** if the fee will be absorbed by CIC.

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

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

3.4 Standardised Non-Functional Requirements

- ii. The Contractor shall refer to Annex B General Non-functional Requirement Checklist for the detailed technical specifications and functionalities. All responses shall address these requirements comprehensively.
- iii. 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 proposal. Incomplete submissions may result in disqualification from the bidding process.

3.4.1 Capacity and Performance Requirements

- a) System Capacity

Please refer to requirements under IT-SPSC in the checklist.

b) Storage Requirements

Please refer to requirements under IT-SPSC in the checklist.

c) Performance

Please refer to requirements under IT-SPSC in the checklist.

3.4.2 Availability Management

Please refer to requirements under IT-SPSC in the checklist.

3.4.3 Compatibility Requirements

Please refer to requirements under IT-SPSC in the checklist.

3.4.4 Accessibility Requirements

Please refer to requirements under IT-US in the checklist.

3.4.5 Configurability Requirements

Please refer to requirements under IT-US in the checklist.

3.4.6 Maintenance and Support Requirements

a) System Maintenance

Please refer to requirements under IT-OM in the checklist.

b) Data Maintenance

Please refer to requirements under IT-OM in the checklist.

c) Service Level Agreement (SLA)

Please refer to requirements under IT-OM in the checklist.

d) Patch Management

Please refer to requirements under IT-SU in the checklist.

3.4.7 DevOps Requirements

a) Code Repository

i. Source Code

The Contractor shall store the source code and artifacts in a CIC provided repository (GitHub or equivalent). The source code is owned by CIC after the project.

ii. Container Images

b) CI/CD

i. Continuous integration (CI)

- ii. Continuous delivery (CD)

3.5 Project-Specific Technical Requirements

This section outlines the project-specific technical requirements in addition to the standardised requirements mentioned above. In the event of any discrepancies between the standardised requirements and the project-specific requirements, precedence shall be given to the project-specific requirements at all times.

3.5.1 Integration Requirements

a) System Interface

The Contractor shall implement a module integrated into the existing CIC APP, adhering to the current application architecture and leveraging the following components:

- i. Adobe Experience Manager as a Cloud Service (AEMaCS)
It is CIC digital content management system to store, manage, and deliver organizational content.
- ii. AirShip
It is for managing the push notifications.
- iii. AWS Maria Database
It is for storing the app user settings.
- iv. CIC Trade Test Management System (TTMS)
It is the CIC tailor made internal system for managing trade test applications.
- v. CIC Trade Test Online Application (TTOA) Backend
It is the backend of existing mobile applications. It provides the function to let user review and approve trade test application.
- vi. Google Analytics
It is to track user interactions, module performance and engagement metrics.
- vii. MuleSoft
It is the API management tools and we adopted API-led connectivity approach.
- viii. Okta
It is CIC Customer Identity and Access Management platform for handling user authentication.
- ix. Payment Gateway
For the payment of trade test application, it should integrate with current CIC

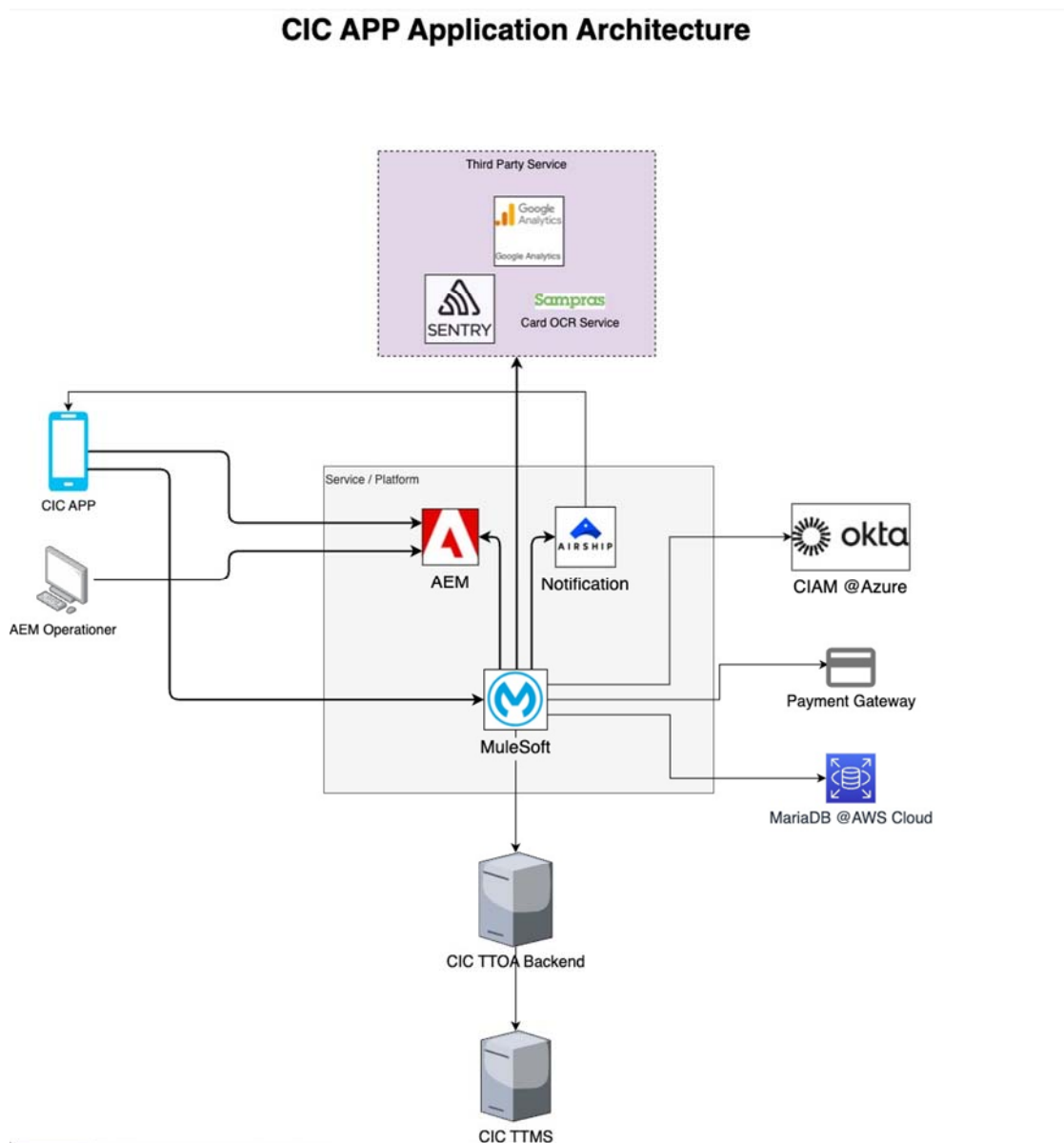
payment gateway.

x. Sampras

It is used for OCR services to digitise and validate identity documents.

xi. Sentry

It is used for real-time error monitoring and logging.



3.6 Security Requirements

- i. The Contractor shall comply with the Security Requirements for Vendor outlined in Annex E.
- ii. The Contractor shall review and comply with all the security terms outlined in Annex C CIC ITD Security Terms. 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.

- iii. The Contractor shall indicate their level of compliance with each security requirement in the designated Contractor's Response column of Annex C. The response shall be submitted along with the proposal. Incomplete submissions may result in disqualification from the bidding process.
- iv. Annex B, section 3.4, 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.

3.6.1 Security Framework Overview

a) Access Management Requirements

Please refer to requirements under IT-SE-SFO in the checklist.

b) Access Security

Please refer to requirements under IT-SE-AS in the checklist.

c) Web Security

Please refer to requirements under IT-SE-WS in the checklist.

d) Cloud Security

Please refer to requirements under IT-SE-CS in the checklist.

3.6.2 Data Governance and Compliance Requirements

a) Data Security

Please refer to requirements under IT-SE-DS in the checklist.

b) Data Privacy

Please refer to requirements under IT-SE-DP in the checklist.

c) Data Sovereignty and Service Continuity

Please refer to requirements under IT-SE-DSSC in the checklist.

d) Cross-Border Data Transfer and Access

Please refer to requirements under IT-SE-CBDTA in the checklist.

3.6.3 Risk Management and Compliance Requirements

Please refer to requirements under IT-SE-AS in the checklist.

a) Security Risk Assessment & Audit (“SRAA”)

Please refer to requirements under IT-SE-SRAA in the checklist.

b) Privacy Impact Assessment (“PIA”)

Please refer to requirements under IT-SE-PIA in the checklist.

3.6.4 Operations and Maintenance Requirements

a) Security Updates and Patching

Please refer to requirements under IT-SE-SUP in the checklist.

b) Incident Handling

Please refer to requirements under IT-SE-IH in the checklist.

3.7 Project Management Requirements

3.7.1 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. Organise regular meetings to track project progress and milestones, fostering a dynamic feedback loop between the CIC’s project team and the Contractor.
- iv. Coordinate with various stakeholders, both internal and external, to ensure the successful completion of the project.
- v. Supervise and track the progress of project activities to ensure they are completed on schedule and meet the project’s objectives.

b) Maintain a collaborative and integrated working relationship with the project organization to be established by CIC, which will include, but is not limited to, the Project Steering Committee and the Project Management Team.

3.7.2 Project Management Approaches

a) 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 out 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.
- g) *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

b) 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.

c) Hybrid

- i. This project will perform a hybrid approach for project management. Detailed activities and logistics are to be proposed by the Contractor.

3.7.3 System Analysis and Design (SA&D)

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

3.7.4 Testing

The Contractor shall perform all necessary tests before the deployment of the System to ensure compliance, including:

a) Unit Tests and System Integration Tests (“SIT”)

- i. 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.
- ii. The objectives of the Unit Tests and SIT include, but are not limited to, the following:
 - a. Verification of the functionality and performance of the system against the requirements
 - b. Identification and resolution of defects before deployment
 - c. Assurance of interoperability with existing systems and applications.

b) User Acceptance Tests (“UAT”)

- i. 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.
- ii. The Contractor shall prepare the UAT test cases, including the typical and extreme cases, to ensure they meet all agreed requirements.
- iii. The Contractor shall provide the UAT test instructions and guide users.
- iv. The Contractor shall be responsible for urgent bug fixing and data patching without additional costs incurred to the CIC, for issues raised from UAT.

- v. 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.
 - c) Load Tests/ Stress Tests
 - i. 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.
 - ii. The estimated number of concurrent users for the System is indicated in Section 3.4 *Non-functional Requirements* for the Contractor's reference.
 - d) Disaster Recovery ("DR") Drill Tests
 - i. 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.
- 3.7.5 Deployment and System Launch
- a) The content shall be hosted and implemented on CIC's web content management system on Adobe Experience Manager as a Cloud Service (AEMaCS).
 - h) The Contractor shall be responsible for the deployment of the System into the production environment, ensuring a smooth transition from development to live operation.
 - i) 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.

3.7.6 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:
 - a. Routine maintenance to check and update the System regularly to ensure the System operates efficiently and securely.
 - b. Technical support regarding the system usage and necessary fixes.
 - c. 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.
 - d. 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:
 - a. 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.

3.7.7 High-level timeline/ milestones

- a) The Service shall commence in May 2025 and is anticipated to be completed within **THIRTY-TWO (32)** weeks, or on such other date as may be agreed between the CIC and the Consultant.
- b) The Service shall consist of FOURTEEN (14) stages as described in the deliverables table below with its tentative timeline.

3.7.8 Deliverables

- a) The Contractor shall provide a comprehensive set of deliverables as part of the Service to ensure that all requirements are met and the System is successfully developed and deployed. The major deliverables are listed below:

(Timeline) Stages	Deliverables	Description
(D) Project Start	N/A	Commencement date of the Services
(D + 1 week) Ongoing Project Management & Initiation	Project Timeline & Project Team Organisation	Initiate a project kick-off meeting with the submission of a project timeline, project team organisation with contact details and set up a project team communication channel list such as Microsoft Teams.
	Meeting minutes	Schedule project status meetings and project steering meetings to sync up with CIC regularly based on general project status, achievements, next fortnight's tasks and risk and mitigation.
	RAID	Create Risk, Action, Issue and Decision (RAID) Log to capture new RAID from CIC and for the Contractor to provide mitigation or resolution action for efficient next steps.
(D + 12 weeks) Systems Analysis & Design (SA&D)	Business Requirement Document	Complete the user requirement collection and solution design, with the submission of a technical design specification that includes system diagrams, user requirements, backlog items, permission matrices, publishing and operation workflows and security settings.

(Timeline) Stages	Deliverables	Description
	Functional Specification Document	Provide key visual mock-up, design guidelines and detailed high-fidelity wireframes to define the design system and user journeys.
(D + 24 weeks) Development	Technical Specification Document	Develop the mobile app, including both the user frontend, backend API and content.
(D + 30 weeks) Testing	Test Plan & Test Case	Complete the SIT and UAT testing of the mobile app and submit the testing approach, scripts and reports documents to CIC for comment and approval.
(D + 32 weeks) Deployment and System Launch	SRAA & PIA Report	Remediate or mitigate the findings reported in the SRAA & PIA for the mobile app conducted by a third-party security assessor and any additional results reported by the CIC Cybersecurity team.
	Sanity Check Report	Publish the mobile app to the Apple App Store and Google Play, and conduct a sanity check.
(D + 46 weeks) Nursing & Maintenance	Deployment Plan	Establish, config and test the CI / CD pipeline for the mobile application environment. The corresponding pipeline design diagram, configuration document, and operation guide shall be submitted to CIC for comment and approval.
	User Training	Conduct instructor-led training for CIC system admins and content authors. Provide related training materials and access to online on-demand resources. Submit SOP documents to CIC for comment and approval.
	User Manual	Provide and submit end user guide (in Traditional Chinese & English language) to CIC for comment and approval.
	Issue log	Complete the system nursing period and submit any logs of problems and incidents incurred during the period for CIC's comment and approval; and.
(D + 48 weeks) Knowledge Transfer	Technical Support Document	Conduct the handover training and briefing session for CIC staff and CIC's designated vendor, if any.

- b) The execution of this Service and all deliverables shall comply with the Service requirements to the satisfaction of CIC. In case of ambiguities in any requirements in the Service, CIC shall have the final jurisdiction on the explanation and approach of implementation to meet the needs.
- c) All project assets shall be submitted electrically in their native editable file format of the original authoring software, together with a corresponding exported readily

printable PDF format, if applicable. Examples are as follows:

- i. Text documents in Microsoft Word, Microsoft PowerPoint, Microsoft Excel, etc.;
 - ii. Graphic files in Adobe Photoshop, Adobe Illustrator, Sketch, etc., with an additional exported copy used in the deployed system in PNG, JPG, SVG, etc.;
 - iii. Diagrams in diagrams.net;
 - iv. Design systems, style guides, wireframes, and user flows in Figma;
 - v. API documentation in Postman collection;
 - vi. Product backlog and project documentation in CIC provided Atlassian Jira and Confluence workspaces; and
 - vii. Source code in CIC provided GitHub Enterprise repository
- d) The Deliverables shall be in English with UK spelling variants unless otherwise specified.
- e) The Contractor shall provide THREE (3) on-site / online training sessions that cover the system's administrative operations and content publishing workflow. Each session should have TWO (2) hours and support at least FIVE (5) CIC colleagues with hands-on practice with training materials and manuals in Traditional Chinese and English language.
- f) 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.

3.7.9 Conflicts and Crises Management

- a) The Contractor shall be responsible for the conflict and crises management and provide the following services:
- i. Resolve conflicts and crises during the entire project life cycle.
 - ii. The Contractor shall notify CIC when a potential or actual delay arises and shall detail what, in his opinion, are the reasons for the delay, the consequences or likely consequences of the delay and any additional time would be anticipated when compared to the baseline programme or the previous version of programme preferably in the form of a bar chart/ Gantt Chart.
 - iii. Subject to the approval of an extension of the project period, the Contractor shall prepare a revised project plan for CIC's comment and approval.

3.7.10 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 report in writing to CIC all delays affecting the progress of the Service and refer their assessment regarding the granting of an extension of time (“EOT”) for completion, if any, to enable CIC to provide its view on the matter before the Contractor reaches a decision. Delays caused by noisy work complaints or inclement weather conditions will not be entitled to an extension of time (“EOT”) or additional compensation. These potential delays shall be considered and accounted for by the Contractor when creating the Project Plan.
- c) Subject to the approval of an extension of the project period, the Contractor shall prepare a revised Detailed Working Plan for CIC’s comment and approval.
- d) 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, Liquidated Damages (“LD”) will be imposed on the Contractor. The calculation of LD will be based on the daily rate of the CIC’s project manager within the project team and other incurred costs.
- e) CIC reserves the right to terminate the Service and hire services from other contractors that satisfy the requirements stated in this document.

3.7.11 Optional Items

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

- a) Maintenance service for ONE (1) year upon completion of the initial contract;
- b) Maintenance service for TWO (2) years upon completion of the initial contract;
- c) Maintenance service for THREE (3) years upon completion of the initial contract;
- d) Out-of-scope service per person-day and per person-month for different roles.

4 Requirements to the Contractor and the Service Team

4.1 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.

4.2 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.
- j) The Contractor shall propose the project team structure and provide CVs of key service team members, including the Project Manager, Business Analyst, Analyst Programmer, UI/ UX Designer, Quality Assurance Team, sub-contractor(s) and other relevant roles, if applicable, along with their corresponding relevant qualifications (if any), project experience (as described in Section 4.1), and the commitment of resources (i.e. full-time/ part-time with man-hours stated) for this Service.
- k) The service team shall work under the same time zone as the CIC Hong Kong office for system implementation and future maintenance support.
- l) 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.

4.2.1 Project Manager

The proposed Project Manager shall have the experience listed below:

- a) At least **TEN (10)** years of IT experience including at least **FIVE (5)** years of experience in relevant projects during the past 20 years.
- b) Proven track record of managing projects of similar scale, scope and complexity.
- c) Certification in PMP / CAPM / PMI-ACP / PSM / CSM is preferred.

- d) Certification in IT service management (ITIL v3) is preferred.
- e) Strong communication and leadership skills with experience in stakeholder management.
- f) Possess knowledge of Information Architecture (IA), user analytics and other mobile application technologies.

4.2.2 Business Analyst

The Business Analyst shall have the experience listed below:

- a) At least **TWO (2)** years of IT experience in relevant projects during past 10 years.
- b) Experience in facilitating the elicitation and analysis of requirements.
- c) Proficiency in relevant technologies and frameworks.
- d) Certification in Certified Business Analysis Professional (CBAP) is preferred.

4.2.3 Solution Architect

The Solution Architect shall have the experience listed below:

- a) At least **SEVEN (7)** years of IT experience including at least **FIVE (5)** years of experience in relevant projects during the past 10 years.
- b) Solid experience in Google Flutter and RESTful development;
- c) Certified in cloud platforms (Azure, AWS or GCP) is a plus;
- d) Certified in API development (MuleSoft) is a plus; and
- e) Possess knowledge of Information Architecture (IA), user analytics and other mobile application technologies

4.2.4 UI/ UX Designer

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

- a) At least **FIVE (5)** years of IT experience including at least **THREE (3)** years of experience in relevant projects during the past 10 years.
- b) Proficient in design tools such as Figma, Adobe XD or InVision.
- c) Solid experience in UI / UX, including persona interview and analysis, user flows and journeys, Information Architecture (IA), navigation systems, wireframes and producing interactive prototypes at various levels of fidelity.
- d) Experience in conducting user research and usability testing to inform design decisions.
- e) Familiarity with responsive design principles and accessibility standards.

4.2.5 Development Team

The Development Team shall have the experience listed below:

- a) At least **FIVE (5)** years of IT experience including at least **THREE (3)** years of experience in relevant projects.
- b) Solid experience in hybrid mobile development frameworks (Google Flutter or React Native); and
- c) Possess knowledge of Information Architecture (IA), user analytics and other mobile application technologies.

4.2.6 Quality Assurance Team

The Quality Assurance Team shall have the experience listed below:

- a) At least **FIVE (5)** years of IT experience including at least **THREE (3)** years of experience in relevant projects.

4.3 Contractor Management

- a) 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.
- b) 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.

4.4 Sub-contractor Management

- a) 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.
- b) 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.
- c) Award of the Service does not signify the CIC's acceptance of any sub-contracting proposal set out in the Assignment Brief.
- d) The CIC may impose conditions either to be complied with by the Contractor and/ or any proposed sub-contractors before giving any approval under Clause 4.4.1 above 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.

- e) 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.
- f) 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.

Annex A – Compliance Table

Please paste in the requirements outlined in Section 3 to the table below except for Section 3.3 and 3.4

The Contractor shall reflect the level of compliance with all mandatory requirements and features, using the compliance table provided in this Annex. 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

Section No. in Assignment Brief	Compliance Type	No. of Man-day for Configuration/ Customisation/ Modification (if applicable)
Section 3.1		
Section 3.2.1		
Section 3.2.2		

Section No. in Assignment Brief	Compliance Type	No. of Man-day for Configuration/ Customisation/ Modification (if applicable)
Section 3.3.1, 3.3.2	Please fill in Annex B General Non-Functional Requirements Checklist	
Section 3.3.3		
Section 3.4	Please fill in the table in Annex C CIC ITD Security Terms	
Section 3.5.1		
Section 3.6.1		
Section 3.6.2		
Section 3.6.3		
Section 3.6.4		
Section 3.7.1		
Section 3.7.2		
Section 3.7.3		
Section 3.7.4		
Section 3.7.5		
Section 3.7.6		
Section 3.7.7		
Section 3.7.8		
Section 3.7.9		
Section 3.7.10		

Annex B – Standard Non-Functional Requirements Checklist

The Contractor shall identify the system component that addresses the non-functional requirement under the solution module, and reflect the level of compliance with all mandatory requirements and features, referring to the Compliance Type provided in Annex A. Please note that all mandatory requirements with a Non-Compliant response from the Contractor may lead to disqualification.

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
IT-SPSC-01	Service Performance & System Capacity	Service Performance	Y	Y	Y	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.	1			
IT-SPSC-02	Service Performance & System Capacity	Service Performance	Y	Y	Y	Ability for user to access the system anytime and anywhere, including ability to support worldwide access via mobile/ outside-of-office network (no	3			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
						regional boundary on the access location).				
IT-SPSC-03	Service Performance & System Capacity	Service Performance	Y	Y	Y	Ability to complete transparent backup (i.e., no response latency should occur during normal business usage).	3			
IT-SPSC-04	Service Performance & System Capacity	System Capacity	Y	Y	Y	Ability to support at least the estimated number of concurrent users stated in Section 3.4 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.	3			
IT-SPSC-05	Service Performance & System Capacity	System Capacity	Y	Y	Y	Ability to migrate all data on the relevant existing systems, and data necessary to fulfil the functional requirements to the new system accordingly.	3			
IT-SC-01	Scalability	System Scalability	Y	Y	Y	<p>Ability to support both horizontal and vertical scale up and down according to the changing transaction volume and growth of business in the future.</p> <p>Please specify which scaling approach below will be adjusted for this project based on the nature of this project:</p>	2			

General Non-Functional Requirements									Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description		Priority (1-3)	Solution Module	Requirement Compliance	Remarks
						Non-auto scaling	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	Y	Y	Y	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		3			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
						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	Y	Y	Y	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).	3			
IT-US-03	Usability	Compatibility & Accessibility	Y	Y	Y	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.	1			
IT-US-04	Usability	Configurability	Y	Y	Y	Ability to provide customisation development tools for database, screen, function, report, interface customisations and workflow. The Contractor shall provide details on the tools.	1			
IT-IN-01	Integration	System Interface	Y	Y	Y	Ability to provide capabilities to extract full set of data and delta set of data to reporting tools.	3			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
IT-IN-02	Integration	System Interface	Y	Y	Y	Ability to support single source of truth to maintain data traceability and integrity across modules.	3			
IT-IN-03	Integration	System Interface	Y	Y	Y	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.	2			
IT-IN-04	Integration	System Interface	Y	Y	Y	Ability to support batch job, 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.	3			
IT-IN-05	Integration	System Interface	Y	Y	Y	Ability to support web services for system interface. The Contractor shall specify the supported standards (e.g. XML, SOAP, WSDL).	2			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
IT-IN-06	Integration	System Interface	Y	Y	Y	Ability to provide procedures (e.g. cryptographic techniques) to protect exchanged information from interception, copying, modification, misrouting and destruction.	3			
IT-OM-01	Operation Management	System Maintenance	Y	Y	Y	Ability to provide centralized and full-functioned web interfaces for administration, monitoring, and configuration of the entire system.	3			
IT-OM-02	Operation Management	System Maintenance	Y	Y	Y	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.	3			
IT-OM-03	Operation Management	System Maintenance	Y	Y	Y	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)	3			
IT-OM-04	Operation Management	System Maintenance	Y	Y	Y	Ability to support configuration deployment without manual intervention if the system requires an application client.	3			
IT-OM-05	Operation Management	System Maintenance	Y	Y	Y	Ability to provide functions to rollback the deployed release to the last stable version. The Contractor	3			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
						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	Y	Y	Y	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	3			
IT-OM-07	Operation Management	System Maintenance	Y	Y	Y	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.	3			
IT-OM-08	Operation Management	System Maintenance	Y	Y	Y	Ability to provide means to view the performance of the System and identify peak loading triggered by the user.	2			
IT-OM-09	Operation Management	System Maintenance	Y	Y	Y	Ability to provide the descriptions of how they administer their servers/hardware (e.g. backup).	3			
IT-OM-10	Operation Management	System Maintenance	Y	Y	Y	Ability to describe the maintenance and upgrade processes of their cloud-based SaaS solutions, and the corresponding effect on service availability	2			
IT-OM-11	Operation Management	System Maintenance	Y	Y	Y	Methodology for system implementation process and bug fixing.	3			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
IT-OM-12	Operation Management	Data Management	Y	Y	Y	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.	3			
IT-OM-13	Operation Management	Data Management	Y	Y	Y	Ability to provide daily backup to CIC and able to restore the backup upon CIC's request.	3			
IT-OM-14	Operation Management	Data Management	Y	Y	Y	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?)	3			
IT-OM-15	Operation Management	Data Management	Y	Y	Y	Ability to propose data archiving SLAs and recommended best practices (e.g. Duration, process) for client's review and approval.	3			
IT-OM-16	Operation Management	Development Support	Y	Y	Y	Ability to provide the system coding to CIC.	1			
IT-OM-17	Operation Management	System Maintenance	Y	Y	Y	Ability to provide recovery strategy, performing annual testing and review etc	2			
IT-IA-01	Infrastructure & Architecture	Infrastructure &	N	N	Y	Ability to provide or propose online monitoring tools for	2			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
		Architecture				bandwidth throughput and latency issues.				
IT-IA-02	Infrastructure & Architecture	Infrastructure & Architecture	N	N	Y	Ability to articulate for review and approval what intrusion detection and prevention and anti-virus/malware tools they are using.	3			
IT-IA-03	Infrastructure & Architecture	Infrastructure & Architecture	Y	Y	Y	Ability to include web application firewall features and meet client's requirements for regular scanning/ penetration test/ patch management.	3			
IT-IA-04	Infrastructure & Architecture	Infrastructure & Architecture	N	Y	Y	Ability to be willing to undergo a regular code scanning to prevent programming faults.	3			
IT-IA-05	Infrastructure & Architecture	Infrastructure & Architecture	Y	Y	Y	Ability to support Microsoft ADFS3.0 or SAML2.0 for IAM management.	3			
IT-IA-06	Infrastructure & Architecture	Infrastructure & Architecture	Y	Y	Y	Ability to provide multiple environments, i.e., production, testing and development.	2			
IT-IA-07	Infrastructure & Architecture	Infrastructure & Architecture	Y	Y	Y	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	3			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
						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	Y	Y	Y	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.	3			
IT-IA-09	Infrastructure & Architecture	Infrastructure & Architecture	Y	Y	Y	Ability to enforce application integrity, data integrity (referential integrity in database tables and interfaces, and information integrity (during data transformation).	3			
IT-IA-10	Infrastructure & Architecture	Infrastructure & Architecture	Y	Y	Y	Ability to provide operating system access control such as Unique IDs for OS users, OS accounts under password policies control, data at rest encryptions etc	3			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
IT-IA-11	Infrastructure & Architecture	Infrastructure & Architecture	Y	Y	Y	The Contractor shall adopt the following technologies for: - Authentication: - API management: Mulesoft - Source Code management: GitHub	2			
IT-IA-12	Infrastructure & Architecture	Infrastructure & Architecture	Y	Y	Y	The Contractor may adopt the following technologies for: - Database: - Programming language: - DevOps tool: Please provide your suggested technologies and rationale in the remarks if other technologies are used. CIC hold the ultimate decision to adopt the suggested technologies or not.	2			
IT-SU-01	Sustainability	Product Roadmap	Y	Y	Y	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.	3			
IT-SU-02	Sustainability	Release Management	Y	Y	Y	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.	3			

General Non-Functional Requirements								Contractor's Response		
Req Ref	Technical Area	Sub Category	SaaS	PaaS	IaaS	Technical Requirement Description	Priority (1-3)	Solution Module	Requirement Compliance	Remarks
						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	Y	Y	Y	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.	3			
IT-SU-04	Sustainability	Patch Management	Y	Y	Y	Ability to articulate hardening guidelines performed on the infrastructure of cloud components.	2			

Annex C – CIC ITD Security Terms

Please review the security terms and indicate “Exempted” in the “Exemption for this Service” column if they are non-applicable.

The Contractor shall identify the system component that addresses the security requirement under the solution module, and reflect the level of compliance with all mandatory requirements and features, referring to the Compliance Type provided in Annex A. Please note that all mandatory requirements with a Non-Compliant response from the Contractor may lead to disqualification.

CIC ITD Security Terms				Contractor’s Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-SFO-01	Security Framework Overview	The Contractor shall design the platform/system/website/solution that meets the following: -CIC’s “IT-SOP-04 Information Technology Security Policy”; and -Digital Policy Office (“DPO”)’s baseline IT Security Policy published on their website (https://www.digitalpolicy.gov.hk/en/our_work/digital_infrastructure/information_cyber_security/)				
IT-SE-WS-01	Web Security	The Contractor shall ensure the proposed Website or Web Application adopts OWASP Top 10 (https://owasp.org) web security awareness document.				
IT-SE-WS-02	Web Security	The Contractor shall ensure all connections to the website are using HTTPS protocol TLS 1.2 or above, and strong ciphers should be applied. The Contractor shall avoid the redirect chain containing HTTP.				
IT-SE-WS-03	Web Security	The Contractor shall conceal all system and application information (e.g., platform type, technology used, and application version number, etc....) that may be disclosed to the public.				
IT-SE-WS-04	Web Security	The Contractor shall guarantee that cookies are not stolen by adopting the secure flag, appropriate configuration shall be set.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-WS-05	Web Security	The Contractor shall ensure appropriate HTTP Security Headers are applied and correct value are configured to strengthen our website against from external attacks, including Content Security Policy (CSP) directives, permissions policy directives, and cookies.				
IT-SE-WS-06	Web Security	The Contractor shall adopt CAPTCHA tool or a similar bot protection approach to prevent bad bots on any input page in the website				
IT-SE-WS-07	Web Security	The Contractor shall carry out comprehensive vulnerability scanning for applications with third-party audit assessors or tools. It should have accurate vulnerability coverage which minimises false positives and false negatives to ensure that security teams understand the true security risks in their web applications. The scan report shall be sent to CIC for review and approval. Any issues found should be fixed prior to the production launch. The scanning tools should be included but not limited to system (OS) vulnerabilities scan, and application scan, refer to OWASP top ten web application security risks				
IT-SE-CS-01	Cloud Security	If any cloud services are required, the cloud service provider shall comply with the globally recognised industry security standards, such as: - ISO27001:2022 (Information security management) or equivalent; - ISO 27017 (Code of practice for information security controls for cloud services) or equivalent; - PCI DSS (Payment Card Industry Data Security Standard); - CSA (Cloud Security Alliance); - ISO 27018 (Code of practice for the protection of personally identifiable information (PII) in public clouds) or equivalent; or - SOC 2 Type 2 report (Security, availability, processing integrity, confidentiality, and privacy controls' attestation and assurance), and shall provide the corresponding certificates to CIC for review.				
IT-SE-CS-02	Cloud Security	The Contractor should arrange cloud services or resources dedicated to CIC in separate and independent subscriptions from other customers, and the solution shall be built under CIC's own tenant, if applicable.				
IT-SE-CS-03	Cloud Security	The Contractor shall ensure the sensitive data stored in cloud storage shall be encrypted, and the encrypted key shall be managed by CIC.				
IT-SE-CS-04	Cloud Security	The Contractor shall ensure data are primarily stored in the Hong Kong region. Unless agreed by CIC, no sensitive data, even the backup copy, can be transferred out of the Hong Kong region.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-CS-05	Cloud Security	The Contractor shall provide a mechanism for dedicated cloud resources to be accessible only from CIC on-premises offices by VPN or IP whitelisting, if applicable.				
IT-SE-CS-06	Cloud Security	The Contractor shall ensure the security policies, technologies and controls are being applied on cloud-based solutions and shall be able to provide applicable attestation and/or third-party verification that security framework and policies are being adhered to on a quarterly basis (annual basis if applicable to certain standards). The Contractor should also describe their internal best practices for limiting risk and controlling Cyber Security (ex. CIS Critical Controls). For the Cloud solutions, the Contractor will ensure that the solution and any dependent applications are operating on current and supported versions. Applications or dependent components will not be End of Life or End of Support, and will be patched to current specifications as part of the Contractor's patch management process. The Contractor shall describe the patch management process.				
IT-SE-CS-07	Cloud Security	The Contractor shall be responsible for insurance to cover system failures and cyber security breaches. The Contractor shall describe what scenarios are covered, the costs or damages covered and the total amount of coverage.				
IT-SE-CS-08	Cloud Security	The Contractor shall provide the cloud controls matrix (which can be found on cloudsecurityalliance.org) completing at minimum, the ISO and PCI Columns.				
IT-SE-CS-09	Cloud Security	The Contractor shall provide automatic data purging function (for both production and backup data) so that data can be purged from the cloud environment after the lapse of the data retention period/ upon the CIC's request.				
IT-SE-CS-10	Cloud Security	The Contractor shall describe the steps they have taken to prepare for a security breach, including plans that are in place, arrangements for third-party incident response/ forensics services, customer notification plans, etc. The Contractor shall explain the approach and frequency of these controls being tested.				
IT-SE-CS-11	Cloud Security	The Contractor shall be willing to undergo a security penetration testing all the way to the API or integration level with the business applications in the ecosystem.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-CS-12	Cloud Security	The Contractor shall provide anti-Distributed Denial of Service (“DDoS”) protection in place to protect the application against external attack.				
IT-SE-CS-13	Cloud Security	The solution shall provide security feature to encrypt/ mask the data-in-storage by the cloud service provider/ application vendors/ the CIC				
IT-SE-DS-01	Data Security	The Contractor shall propose and apply measures (e.g., encryption for data at rest and data in transit) on data protection, transfer, retention, and removal for information security protection.				
IT-SE-DS-02	Data Security	All information shall be encrypted during transmission over communication networks whenever applicable, such as between web server and database, client and web server, and other inter-server data exchanged.				
IT-SE-DS-03	Data Security	If any API is used in the solution, appropriate API security best practices shall be followed, refer to OWASP API Security.				
IT-SE-DS-04	Data Security	The Contractor shall specify cipher suites and transport layer security protocols to be used in the Application (e.g., TLS v1.3).				
IT-SE-DS-05	Data Security	All user and system access to sensitive data and cryptographic keys shall be strictly controlled and tracked by audit trail.				
IT-SE-DS-06	Data Security	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.				
IT-SE-DS-07	Data Security	Data shall not be transferred to any third parties without CIC's consent.				
IT-SE-DS-08	Data Security	The Contractor shall delete all data within ONE (1) month upon the contract termination.				
IT-SE-DS-09	Data Security	The Contractor shall propose adequate network security policies or methods to ensure usability and integrity of network and data.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-DS-10	Data Security	The Contractor shall establish clear network zoning to distinguish authorized access and unauthorized access over the network, e.g. blocking access from home. The Contractor shall also have the ability to block access to the Cloud solution via IP address and have the ability to block suspicious access via WAF.				
IT-SE-DS-11	Data Security	The solution shall support secure channels such as HTTPS, SHA 256 or equivalent for data transmission and IT network & operations management.				
IT-SE-DS-12	Data Security	The Contractor shall provide separate private network access to the product to secure data security. Site-to-site VPN shall also be available for a secure network connection when communicating with other CIC's systems.				
IT-SE-DS-13	Data Security	The Contractor shall define rules that restrict connections to only the ports and/ or services required to perform the business functions				
IT-SE-DP-01	Data Privacy	The Contractor shall design the platform, data schema, and data storage with the least impact on personal privacy. The proposed solution shall comply with the Hong Kong Personal Data (Privacy) Ordinance. The Contractor shall include information to clarify how their design complies with the Privacy Commissioner for Personal Data ("PCPD")'s the SIX (6) data protection principles.				
IT-SE-DP-02	Data Privacy	The Contractor shall clear up any legal implications regarding the system operation by adding proper disclaimers, statements, and measures to the system for worker data collection and sharing.				
IT-SE-DP-03	Data Privacy	The Contractor shall be aware of the data protection policies of any country, including but not limited to the General Data Protection Regulation (GDPR), Personal Information Protection Act (PIPA), BASEL, as applicable, in the design and implementation of the platform and all related processes. If the Contractor is in doubt regarding any aspect of the data protection requirements or any other regulatory compliance issue, the Contractor shall promptly discuss with CIC before proceeding.				
IT-SE-DP-04	Data Privacy	The Contractor shall restrict the use of any personal data collected during the contract to purposes related to this Assignment.				
IT-SE-DP-05	Data Privacy	The System should have an enforced data disposition policy, and CIC data must be disposed of within FOURTEEN (14) working days if the services are terminated by CIC.				
IT-SE-DP-06	Data Privacy	The Contractor should assure its subcontractor(s), if any, provides the same level of protection (technical and administrative) and compliance control.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-DP-07	Data Privacy	The Contractor shall explain the procedures of removable media disposal that are used in the service.				
IT-SE-DP-08	Data Privacy	The data involved in the solution shall be classified under CIC's data classification.				
IT-SE-DP-09	Data Privacy	The solution shall adopt data protection measures (e.g. Data storage encryption, Encryption method between cloud and sites/workstations, Anti-virus Scan) on defined information. In addition, the system shall allow hashing function to ensure data integrity.				
IT-SE-DP-10	Data Privacy	The Contractor shall enable process controls to ensure that any decisions made to manually override the system selection are properly documented and verified.				
IT-SE-DP-11	Data Privacy	The solution shall implement an automatic timeout after a configurable period of inactivity.				
IT-SE-DP-12	Data Privacy	Thresholds shall be set for user login session idle time, the user account will log off automatically if it is idle longer than the threshold.				
IT-SE-DP-13	Data Privacy	The Contractor shall describe the data ownership policy and exit policy.				
IT-SE-DP-14	Data Privacy	The solution shall support SSL encryption for sensitive data transmission while integrating with 3rd party systems.				
IT-SE-DP-15	Data Privacy	Due diligence shall be required with respect of the data protection requirements on each third-party processing Personal Data. The due diligence also requires the completion of an IT Security Risk Assessment of the third-party supplier, when necessary (e.g., if the third party provides IT services).				
IT-SE-DP-16	Data Privacy	Where relevant, the Contractor may initiate an audit of the third party to ensure relevant security measures or processes are in place. Contracts with third parties processing Personal Data on behalf of CIC shall, wherever possible, include adequate data processing clauses that contain, but are not limited to, the following topics: - Notify the CIC immediately if a personal data breach or incident occurs; - Respond to requests from individuals exercising their privacy rights; - The Personal Data being processed is subject to appropriate security measures; and - Comply with the audit/information requests from the CIC.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-DP-17	Data Privacy	Transferring Personal Data to a third party for purposes unrelated to the original purpose for which it was collected and without the data subject's consent is strictly prohibited. The Data Protection Officer shall be notified in writing and consulted.				
IT-SE-DP-18	Data Privacy	In the event that the Contractor is required to dispose of any hardware that includes storage devices as part of the project scope, all disposal activities shall be conducted in strict accordance with the provisions of the Personal Data (Privacy) Ordinance (PDPO) of Hong Kong. The Contractor shall ensure that all data stored on such hardware is securely and permanently erased or destroyed to prevent unauthorized access or disclosure.				
IT-SE-DSSC-01	Data Sovereignty and Service Continuity	The Contractor shall fulfil the expectations regarding data and service locations, location change handling, and data transfer/discontinuation handling as follows: - Transparency of Locations: Disclosure of the locations of data, development, and delivery centres is required. If these centres are in geopolitically sensitive areas, documented contingency plans for emergency location switching are necessary; - Options for Location: Contractual obligations should include informing the CIC of options for storing data, servers, and applications in various geographical locations such as Hong Kong, China, or Europe; - Disclosure of Engineer Locations: Disclosure of the locations of engineers, sub-processors, and sub-contractors, including those responsible for software updates, cloud services, support, and other professional services, is required. If these locations are in geopolitically sensitive areas, mitigating steps should be taken before contract signing and emergency response plans and potential business impacts should be documented; - Notification of Changes: Contractual obligations should include informing the CIC of any changes in the development or support locations for products or services in use; and - Data Extraction and Migration: Identification and specification of the specific tools or formats necessary for data extraction are required. If services are discontinued, a specification of whether professional services are needed for data migration is required. If charges apply for these services, the pricing structure should be clearly stated.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-CBDA-01	Cross-Border Data Transfer and Access	The Contractor shall ensure compliance with the requirements in the areas of Authority Access and Vendor Access as follows: - Authority Access: Procedures when an authority requires access to data and associated systems/applications should be stated. An explanation of how the geographical location of data and the jurisdiction of data centres influence these procedures is required. This includes detailing the necessary steps to ensure compliance with the laws of the respective jurisdictions; - Vendor Access: A declaration of whether accessing data is necessary by vendors, inclusive of sub-processors and their engineers, is required. If data access is required, it should be stated whether approval is sought by the CIC. Maintenance of an access activity log, including the reason for access, the specific data accessed, and the duration of access, is required. Confirmation of whether the CIC is informed of any data access activity before, during, and/or after such access is required.				
IT-SE-AS-01	Access Security	The Contractor shall 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 shall communicate with CIC and specify whether the user accounts for the solution will be set up and managed within an Active Directory environment.				
IT-SE-AS-02	Access Security	If the single-sign-on (SSO) protocol is not supported, a privileged account shall be assigned to CIC's dedicated person who manages permissions and access control lists for CIC user access. The account password configuration shall follow CIC's password policy. The Contractor shall not keep any account access (privileged account or non-privileged account) without CIC's approval.				
IT-SE-AS-03	Access Security	The Contractor shall 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.				
IT-SE-AS-04	Access Security	The Contractor can only access the types, services or classifications of information that are authorised by CIC.				
IT-SE-AS-05	Access Security	The use of special privileges shall be restricted, controlled, and logged.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-AS-06	Access Security	The solution shall support role-based security access control by system functions, by organization structure or by employee level or all of the above and assign single or multiple roles or groups for users. Access to system utilities shall be strictly controlled and only granted with a defined need.				
IT-SE-AS-07	Access Security	The solution shall allow system administrators to have the permission to create other user accounts whose security level is lower than himself/herself.				
IT-SE-AS-08	Access Security	The system shall be monitored to ensure it complies with access policies and standards.				
IT-SE-AS-09	Access Security	All passwords entered on the screen must be disguised. It is forbidden to use passwords for any purpose other than authentication.				
IT-SE-AS-10	Access Security	The password complexity shall follow the CIC's password standard.				
IT-SE-AS-11	Access Security	The solution shall 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 shall list out the supported configuration (e.g. password min/max length, validity of the password, etc.)				
IT-SE-AS-12	Access Security	The solution shall support that the password policy can be defined AND configurable by the system administrator to fulfil the required password protection standard.				
IT-SE-AS-13	Access Security	The solution shall support "forget password" function by users or system administrator for the user account created locally.				
IT-SE-AS-14	Access Security	The solution shall support the following access security settings: - Role-based security - Menu-based security - Function-based security				
IT-SE-AS-15	Access Security	The homepages shall be role-centric, based on the information and dashboards needed to be shown for each role.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-AS-16	Access Security	The solution shall support the generation of user access rights reports. Report should be in user-readable format.				
IT-SE-AS-17	Access Security	Access management shall cover all available environments (i.e., production, testing and development) of the application.				
IT-SE-AS-18	Access Security	The solution shall 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				
IT-SE-SRAA-01	Security Risk Assessment & Audit ("SRAA")	The Contractor shall, at its own cost and expense, hire a certified third-party that is under the Standing Offer Agreement for Quality Professional Services (SOA-QPS) scheme, at the sole discretion of CIC, who possess the appropriate skills and experience to conduct the Security Risk Assessment and Audit (SRAA) of the platform/ system/ website/ solutions at the commencement of the project lifecycle. Including: - The Preliminary assessment at the beginning of the project. - Risk Assessment during project execution. - Code Scan, Configuration Review, Penetration Test, and Vulnerability Scan during the development process. - Retest and Audit before the production goes live.				
IT-SE-SRAA-02	Security Risk Assessment & Audit ("SRAA")	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.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-SRAA-03	Security Risk Assessment & Audit ("SRAA")	The SRAA shall include the following processes to perform risk assessment exercises: - Risk Identification; - Risk Analysis; - Risk Evaluation; - Risk Treatment; and - System Risk Registers.				
IT-SE-SRAA-04	Security Risk Assessment & Audit ("SRAA")	The Contractor shall submit the SRAA report to CIC's cybersecurity team, remediation shall be taken if required, and the retest shall be applied to ensure all the findings are addressed to CIC's satisfaction and approval before the project launch. The SRAA report includes but not limited to the following: - Introduction/Background information; - Executive summary; - Assessment scope, objectives, methodology, timeframe, and assumptions, including any limitations and exclusions; - Current environment or system description with network diagrams, if any; - Security requirements; - Risk assessment team; - Summary of findings and recommendations; - Risk analysis results should include identified assets, threats, vulnerabilities and their impact, likelihood, and risk levels with appropriate reasons; - Recommended safeguards with cost/benefit analysis if there is more than one alternative, e.g., installing defensive mechanisms or enhancing existing security policies and procedures, etc.; - Conclusions; and - Annexes to include completed general control review checklist, vulnerability scanning report, penetration testing report, asset identification and valuation results, etc.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-SRAA-05	Security Risk Assessment & Audit ("SRAA")	CIC shall have the right to further engage an independent consultant/ auditor/ tool to conduct SRAA whenever CIC considers it appropriate.				
IT-SE-SRAA-06	Security Risk Assessment & Audit ("SRAA")	If the consultants/ auditors/ tools, whether engaged by the Contractor or CIC, propose any recommendations for the platform/system/website/solution: - The Contractor shall submit an action plan to the CIC for approval with FIVE (5) working days after acceptance of the reports by the CIC or any other time specified; and - Once CIC approves an action plan, the Contractor shall take the actions within the specified period agreed by CIC, at its own cost and expense.				
IT-SE-SRAA-07	Security Risk Assessment & Audit ("SRAA")	The Contractor shall provide support to fix any issues reported by the CIC cybersecurity team or CIC-appointed security assessor.				
IT-SE-PIA-01	Privacy Impact Assessment ("PIA")	The Contractor shall also conduct a Privacy Impact Assessment (PIA) for personal data (and the credentials) to be stored on the platform at the agreed-upon point in time.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-PIA-02	Privacy Impact Assessment ("PIA")	The PIA shall, in accordance with the latest version of the PIA Leaflet as published by the PCPD.				
IT-SE-PIA-03	Privacy Impact Assessment ("PIA")	CIC shall have the right to further engage an independent consultant/ auditor/ tool to conduct PIA whenever CIC considers it appropriate.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-PIA-04	Privacy Impact Assessment ("PIA")	<p>The Contractor shall submit the PIA report to CIC's cybersecurity team, remediation shall be taken if required, and the retest shall be applied to ensure all the findings are addressed to CIC's satisfaction and approval before the project launch. The PIA report includes but not limited to the following:</p> <ul style="list-style-type: none"> - A description of the project; - The data process cycle analysis highlighting the circumstances in which the personal data is collected and processed (whether by the data use or by its data processing agent); - Identification of relevant privacy risk; - The ways and means used to properly address or mitigate these risks and to explain in sufficient detail how any less privacy-intrusive alternatives have been considered and where appropriate, why they have not been adopted. 				
IT-SE-PIA-05	Privacy Impact Assessment ("PIA")	CIC shall have the right to further engage an independent consultant/ auditor/ tool to conduct SRAA whenever CIC considers it appropriate.				
IT-SE-PIA-06	Privacy Impact Assessment ("PIA")	<p>If the consultants/ auditors/ tools, whether engaged by the Contractor or CIC, propose any recommendations for the platform/system/website/solution:</p> <ul style="list-style-type: none"> - The Contractor shall submit an action plan to the CIC for approval with FIVE (5) working days after acceptance of the reports by the CIC or any other time specified; and - Once CIC approves an action plan, the Contractor shall take the actions within the specified period agreed by CIC, at its own cost and expense. 				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-PIA-07	Privacy Impact Assessment ("PIA")	The Contractor shall provide support to fix any issues reported by the CIC cybersecurity team or CIC-appointed security assessor.				
IT-SE-SUP-01	Security Updates and Patching	The Contractor shall provide system security maintenance within the maintenance period. Security patches shall be applied at least once every 6 months, including for the operating system, system service, as well as any third-party components like service libraries used by the system.				
IT-SE-SUP-02	Security Updates and Patching	Emergency patching should be applied to the application system to address security deficiencies or other vulnerabilities that make the environment susceptible to compromise or cause information leakage. When such a need arises, it should be addressed within TWO (2) months, or a period agreed upon by CIC.				
IT-SE-SUP-03	Security Updates and Patching	The Contractor shall provide SEVEN (7) days' notice prior to any scheduled maintenance.				
IT-SE-SUP-04	Security Updates and Patching	The Contractor shall also support fixing any issues reported by the CIC cybersecurity team				
IT-SE-IH-01	Incident Handling	The Contractor should have mechanisms in place to detect security incidents promptly. This can include intrusion detection systems, monitoring tools, and employee reporting procedures.				
IT-SE-IH-02	Incident Handling	Upon identifying a security incident, the Contractor shall have a designated point of contact or team responsible for initiating the incident response process				
IT-SE-IH-03	Incident Handling	The Contractor shall notify CIC within TWENTY-FOUR (24) hours of any security issues or security incidents which related to the contractor, contractor-provided services or any subcontractors. The security issues refer to information leakage of CIC sensitive data, personal data breaches, unauthorized access, and any issues that impact service availability to CIC. The notification shall be sent by phone and email to CIC's subject officer, CIC's cybersecurity team and CIC's legal team.				

CIC ITD Security Terms				Contractor's Response		
Req Ref	Sub Category	Security Requirements Description	Exemption for this Service	Solution Module	Requirement Compliance	Remarks
IT-SE-IH-04	Incident Handling	The Contractor shall reserve all the relevant system logs or information for further forensic investigations.				
IT-SE-IH-05	Incident Handling	The Contractor shall investigate the scope of the incident, identify the root cause, and assess the impact on their own systems and the systems of the contracting organization.				
IT-SE-IH-06	Incident Handling	The Contractor shall provide remediation methods and incident reports in details. If the security incident involves personal data, an initial report shall be given to CIC within 24 hours. Timely updates shall be shared to CIC until the incident is fully addressed. A detailed report should be shared with CIC within 90 days				

Annex E – Security Requirements for Vendor (Contractor)

CIC Information Security Requirements for Vendors

1. Security Solutions and Services Standard

The Company must ensure that all solutions and services provided to CIC meet CIC's information security standards, policies, and reference architecture. This encompasses, but not limited to, compliance with the following security-related domains:

a. Security Policies

The Company shall implement an Information Security Management System (ISMS) based on ISO/IEC 27001 or a similar standard. This system should include policies and procedures to ensure the confidentiality, integrity, and availability of information processed on behalf of CIC.

b. Organization of Information Security

The Company shall adhere to the ISO 27001 management framework or a similar standard. This includes implementing policies and procedures to manage and secure information, ensuring the removal of temporary data, and revoking access upon project completion or termination.

c. Human Resources Security

The Company shall ensure suitability and reduce risks like theft, fraud, or misuse; staff, contractors, and third/fourth party users must understand their responsibilities before employment. During employment, they should be aware of information security threats, their responsibilities, and how to support CIC's security policy to minimize human error.

Upon termination or change of employment, an orderly process shall be followed to ensure the return of all equipment and the removal of access rights.

d. Asset Management

The Company must ensure its security infrastructure effectively protects CIC's assets by maintaining appropriate protection measures, accounting for all assets with designated owners, and classifying information to reflect its sensitivity and criticality, ensuring it receives the necessary level of protection.

e. Access Control

The Company shall control access to assets based on CIC's business and security requirements by implementing access control rules, managing user access, ensuring user cooperation, and controlling network, operating system, and application access.

Furthermore, upon completion or termination of the engagement, the Company shall comply with security controls by returning, removing, and physically destroying all CIC's data in accordance with CIC's policies and standards.

f. Physical and Environmental Security

The Company will be responsible for managing risks at CIC's premises by securing critical information processing facilities within defined security perimeters and implementing appropriate barriers and entry controls. The Company can seek advice from CIC to take appropriate action.

g. Communication and Operations Security

The Company shall ensure the correct and secure operation of CIC's assets by establishing operational procedures and responsibilities, managing third/fourth party

service delivery, planning and preparing for system performance, protecting against malicious code, implementing back-up strategies, managing network security, handling media securely, ensuring secure information exchange, and safeguarding electronic commerce services.

h. System Acquisition, Development and Maintenance

The Company shall ensure that information system security controls, including security hardening baselines, change management process, etc, are incorporated and maintained. This will be achieved by integrating security into all information systems, designing appropriate controls to prevent errors and misuse, using cryptographic measures to protect information, securing system files and development processes, and systematically managing technical vulnerabilities to reduce risks.

i. Incident Management

An effective Incident Management strategy, including an escalation protocol to CIC, must be in place to reduce the impact of security events. This includes having formal procedures for reporting and escalating security events and weaknesses to ensure timely corrective actions, and establishing responsibilities and procedures for consistently managing and improving the handling of information security incidents.

j. Business Continuity Management

The Company shall have the capability to counteract interruptions to normal operations, including the information security aspects of business continuity management. This includes counteracting interruptions to CIC's business activities, protecting CIC's critical business processes from the effects of major information system failures or disasters, and ensuring the timely resumption of operations based on CIC's requirements.

k. Compliance

The Company shall remain in compliance with regulatory, statutory, contractual, and security requirements of CIC by avoiding breaches of legal obligations and

adhering to CIC's security policies and standards in the design, operation, use, and management of information systems.

I. Audit Considerations

CIC has the right to audit, assess, and evaluate the Company's security controls by assigning CIC's staff or independent assessors.

2. Security Controls

The Company shall implement and maintain controls for the System, specifically in relation to the provision of Services. These controls shall:

- a. Meet or exceed the prescribed Security Controls.
- b. Meet or exceed, or be otherwise equivalent to, CIC's Policy and Standards.

3. IT Security Risk Assessment Requirements

The Company shall perform a third-party security risk questionnaire assessment and remediate any critical/high-risk items within the agreed timeline, or accept the associated risks. Additionally, the Company shall perform a similar assessment on its third party (i.e., CIC's fourth party) who support services provided to CIC.

4. Cloud Security

- a. The Company shall maintain a comprehensive collection of security measures to protect cloud-based infrastructure, applications, and data. These measures shall include, but not limited to, encryption, access controls, and regular security audits.
- b. The Company shall ensure that the cloud service provider's capabilities meet CIC's requirements, including compliance with relevant regulations and standards.
- c. The Company shall implement continuous monitoring and incident response protocols to promptly address any security threats or breaches. Regular training and awareness programs shall be conducted to keep all personnel informed about cloud security best practices.

5. Ownership Declaration

- a. Ownership of intellectual property developed during the engagement shall be determined clearly.
- b. Information portability in case of change of Third/Forth Party or insourcing shall be defined.

6. Vulnerability Advisory

Upon discovering or becoming aware of a security vulnerability in the system, the Company shall promptly issue a vulnerability advisory with remediation methods to CIC.

7. Handling Vulnerabilities

In the event of a vulnerability in the System, the Company shall:

- a. Validate the issue within the appropriate environment without compromising the confidentiality, availability, or integrity of the Services or CIC's Data (which includes all data accessible by the Contractor during the performance of this Agreement).
- b. The Company shall notify CIC of any potential impacts to CIC's data, services, or both.
- c. Develop and provide a mutually agreed plan to patch or otherwise eliminate the vulnerability (or minimize its effects if immediate elimination is not feasible).
- d. Upon CIC's request, promptly implement the agreed-upon plan to address the Vulnerability.

8. Accuracy of Information

The Company shall ensure that any information provided to CIC under this Schedule is accurate, complete, and up-to-date at the time of submission. The Company acknowledges that CIC may rely on such information, whether in the form of documents, reports, or otherwise, in accordance with this Schedule.

9. Periodic Status Updates

The Company shall prepare and deliver periodic status updates (e.g., regular meetings, reports) to CIC for evaluating the Company's latest security landscape.

10. Security Rating

The Company shall achieve at least a rating of B or above in SecurityScorecard (securityscorecard.com) to demonstrate a decent level of the Company's security posture.

Memorandum of Agreement

of

Provision of Consultancy and Implementation Services on

Trade Test Corner and Online Application via CIC APP

for

the Construction Industry Council

June 2025

© 2025 Construction Industry Council

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

To be Signed by a Contractor

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the _____ day of _____
2025 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 Consultancy and Implementation Services on Trade Test Corner and Online Application via CIC APP for the Employer (hereinafter called “the Assignment”) and details of which are set out in the Assignment Brief annexed hereto AND WHEREAS the Contractor has agreed to provide such Services in accordance with the Assignment Brief, Conditions of Contract annexed hereto (hereinafter referred to as “the Conditions”), and subject to the payment to him by the Employer of the fees and other payments set out in the Fee Proposal and the Conditions annexed hereto.

NOW THEREFORE IT IS AGREED AS FOLLOWS :-

1. This Agreement shall comprise :-
 - (a) Conditions of Tender and Appendices
 - (b) Form of Tender
 - (c) Assignment Brief and its Annexes
 - (d) Technical Proposal and Fee Proposal
 - (e) General Conditions of Contract
 - (f) Any relevant correspondenceall of which are annexed hereto.
2. The Director for the purposes of this Agreement shall be ⁴ _____

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

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

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

in the presence of
Signature, name and address

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

in the presence of
Signature, name and address

OR

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

in the presence of
Signature, name and address

OR

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

in the presence of
Signature, name and address

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

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

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

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

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

General Conditions of Contract

for

Provision of Consultancy and Implementation Services on

Trade Test Corner and Online Application via CIC APP

for

the Construction Industry Council

June 2025

Table of Contents

<i>Clause</i>	<i>Page</i>
1 Definitions	4
2 Singular and Plural	5
3 Headings	5
4 Laws.....	6
5 Interpretation.....	6
6 Memorandum of Agreement.....	6
7 Documents Mutually Explanatory.....	6
8 Use of English Language and Metric Units	6
9 Confidentiality	7
10 Data Privacy.....	9
11 Cybersecurity	10
12 Information to be supplied by the Employer.....	10
13 Information to be supplied by the Contractor.....	11
14 Retention of Documents and Audit Inspection.....	11
15 Attendance at Meetings	11
16 Inspection.....	11
17 Approval of Documents.....	12
18 Delegation of Employer's Power	12
19 Amendments to the Assignment Brief.....	12
20 Written Approval	13
21 Consultation	13
22 Response to Queries	13
23 Exclusive Ownership and Intellectual Property Right Indemnities	13
24 Care, Diligence and Indemnity	15
25 Instruction and Procedure	19

26	Approval for Variations and Claims	19
27	Submission of Variations and Claims	20
28	Programme to be Submitted and Agreed	20
29	Payment	21
30	Fees to be Inclusive	21
31	Payment in Hong Kong Dollars.....	21
32	Expenses incurred in currencies other than Hong Kong dollars	22
33	Payment of Accounts	22
34	Rendering of Accounts	23
35	Payment for Additional Services	23
36	Reduction of Lump Sum Fees	23
37	Notifications and Payment for Delays.....	24
38	Employer's Assignment and Novation	25
39	Contractor's Non-Assignment	26
40	Employment and Replacement of sub-consultants / sub-contractors.....	26
41	Liability of Contractor for acts and default of sub-consultants / sub-contractors.....	26
42	Publicity relating to the Contract.....	26
43	Suspension, Resumption or Termination.....	27
44	Probity.....	31
45	Appeal to Employer.....	31
46	Settlement of Disputes	31
47	Prevention of Bribery	32
48	Declaration of Interest	32
49	Insurance.....	33
50	Safety Precaution	35
51	Avoidance of Nuisance and Making Good Working Areas.....	37

52	Disclosure of Information.....	37
53	Code of Conduct for Staff.....	38
54	Rights of Third Parties	39
55	Non-Waiver.....	39
56	Severability	39
57	Not used	39
58	Commencement of the Services	39
59	Time for Completion	39
60	Liquidated Damages	40
61	Completion of the Services.....	40
62	Not used	41
63	Not used	41
64	Not used	41
65	Not used	41
66	Not used	41
67	Not used	42
68	Not used	42

General Conditions of Contract for
Provision of Consultancy and Implementation Services on
Trade Test Corner and Online Application via CIC APP
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 offence 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 Contractor 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.

(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

)
)
)
)
)

For and on behalf of

by

)
)
)
)
)

For and on behalf of

by

)
)
)
)
)
