

27 June 2025

Dear Sir / Madam,

Tender Reference No. (601) in P/AE/PUR/AGC
Invitation to Tender for the Provision of Exo-skeleton (Lower Limb Supporting)
for the Construction Industry Council

You are invited to submit a tender for the Provision of Exo-skeleton (Lower Limb Supporting) 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 14 July 2025**. Late tenders will NOT be considered.
 - a) Label with "Technical Proposal for Provision of Exo-skeleton (Lower Limb Supporting) for the Construction Industry Council"
 - b) Label with "Fee Proposal for Provision of Exo-skeleton (Lower Limb Supporting) 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. The tender documents can be downloaded from CIC's website: http://www.cic.hk/eng/main/aboutcic/procurement/tender_details/.
9. 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.
10. For queries regarding this tender invitation or/and tender process, please contact Ms. Ruby WONG, Assistant Manager – Procurement, on telephone 2100 9420 or via e-mail: rubywong@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	Reference
Technical Proposal	
1. Proof to show the tenderer is the authorized agent of the proposed brand new Exo-skeleton (Lower Limb Supporting) in Hong Kong	Conditions of Tender, Appendix A Clause 1.1.1
2. Performance pledge for (i) On-site Training & (ii) turn around time for repair and maintenance.	Conditions of Tender, Appendix A Clause 1.1.2
3. Sufficiency of the proposed Exo-skeleton (Lower Limb Supporting) in meeting the specified technical requirements as stipulated in Assignment Brief.	Conditions of Tender, Appendix A Clause 1.2.1
4. The number of brand new Exo-skeleton (Lower Limb Supporting) of the proposed brand delivered to Hong Kong in the past 5 years	Conditions of Tender, Appendix A Clause 1.2.2
5. Literature / case study of the proposed Exo-skeleton in worker safety, or productivity construction, according to EN/ISO standard or international institution (if any)	Conditions of Tender, Appendix A Clause 1.2.3
6. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
7. Assignment Brief	Assignment Brief
8. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
9. Sample of your proposed Exo-skeleton Product for Technical Assessment Trial (with the Instruction Manual)	Conditions of Tender, Appendix A Clause 2.1
Fee Proposal	
1. Form of Tender	Conditions of Tender, Appendix C
2. 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 Exo-skeleton (Lower Limb Supporting) for the Construction Industry Council

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

"Confidential"	
Technical Proposal	Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong
	Ref. No.: [(601) in P/AE/PUR/AGC] Provision of Exo-skeleton (Lower Limb Supporting) for the Construction Industry Council
Name of Tenderer: _____	
Closing Time and Date: <u>12:00 noon on 14 July 2025</u>	

TENDER

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"Confidential"	
Fee Proposal	Construction Industry Council (CIC) The Tender Box G/F, Hong Kong Institute of Construction – Kowloon Bay Campus, 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong
	Ref. No.: [(601) in P/AE/PUR/AGC] Provision of Exo-skeleton (Lower Limb Supporting) for the Construction Industry Council
Name of Tenderer: _____	
Closing Time and Date: <u>12:00 noon on 14 July 2025</u>	

TENDER

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

Tel. No.: 2100 9000
Fax. No.: 2100 9439
E-mail : vendor@cic.hk

電話號碼 : 2100 9000
圖文傳真號碼 : 2100 9439
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)

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 (鐵棒) |
| | <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

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

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

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建造業議會一般供應商名單申請表

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

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

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

Type 2 - Construction Contractor

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

Type 3 - Others

- ☐ 類別三 - 其他

(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)

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 Exo-skeleton
(Lower Limb Supporting)
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 Exo-skeleton
(Lower Limb Supporting)
for
the Construction Industry Council

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Conditions of Tender
for
Provision of Exo-skeleton
(Lower Limb Supporting)
for
the Construction Industry Council

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1 Notes to Tenderers

- 1.1 All tenderers shall read the instructions contained in this Conditions of Tender carefully prior to preparing their tender submissions. Any tender submission, which does not follow these instructions is deemed to be incomplete and may be disqualified.
- 1.2 The tender documents consist of:
 - a) Conditions of Tender;
 - b) Appendices to Conditions of Tender;
 - c) Assignment Brief;
 - 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 Exo-skeleton (Lower Limb Supporting) for the Construction Industry Council. Further details are given in the **Assignment Brief**.
- 2.2 The tender shall be submitted in accordance with the **Conditions of Tender**.
- 2.3 If the tender is accepted and the contract is awarded, the tender documents specified in Clause 1.2 above, the tender proposal submitted by the tenderer and other relevant contract correspondence as agreed by the tenderer and CIC will form part of the contract.

3 Tenderers’ Response to CIC Enquiries

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

4 Completion of Tender

- 4.1 The tenderer is required to submit all information specified in **Appendix A** of the Conditions of Tender with his tender. In addition, the tenderer shall submit with his tender a duly signed and witnessed letter in the form set out in **Appendix B** of the Conditions of Tender. Should the tenderer fails to submit all information mentioned above with his tender, his tender may not be considered.
- 4.2 If CIC's participation is required, the tenderer should clearly state the details and the expected resources, skills, level of participation, responsibilities, and duration.
- 4.3 The tenderer shall state in his proposals the implementation plan of delivering the deliverables as described in the **Assignment Brief**.
- 4.4 The tenderer must submit his offer in Hong Kong Dollars. **OFFERS SUBMITTED IN OTHER CURRENCIES SHALL NOT BE CONSIDERED.**
- a) The tenderer is required to submit the completed **Form of Tender as per Appendix C** of the Conditions of Tender.
 - b) In addition, the tenderer is required to submit **the Fee Proposal** using the prescribed form provided in **Appendix D** of the Conditions of Tender. There shall be no adjustment for any price fluctuations; and
 - c) The tenderer should ensure that the fee quoted is sufficient before submitting the tender. Under no circumstances will the CIC accept any change of quoted lump sum fee on the ground that a mistake has been made in the tender price.
- 4.5 A two-envelope approach is adopted for tender submission, i.e. the tenderers should submit all information specified in **Appendix A** of the Condition of Tender and the letter annexed in **Appendix B** and mentioned in Clause 4.28 of the Conditions of Tender (collectively known as “technical proposal”) in one envelope and the completed Form of Tender using the prescribed form provided in **Appendix C** of the Conditions of Tender and the Fee Proposal using the prescribed form provided in **Appendix D** of the Conditions of Tender (collectively known as “fee proposal”) in a separate envelope. Failure to do so will render the tender void.
- 4.6 The tenderer shall submit **ONE (1)** hard copy and corresponding files in electronic form (e.g. in MS Word / MS Excel / PDF format) stored in an electronic medium (eg: USB / CD-ROM / DVD-ROM) of the technical proposal in a sealed envelope marked “Technical Proposal”, **ONE (1) sample of your proposed Exo-skeleton Product for Technical Assessment Trial (with the Instruction Manual)** 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 14 July 2025**. Late submission will NOT be considered. Failure to do so shall render the tender void. For the sample submission and return after the entire tendering process, please contact our Procurement Staff (With reference to Sect. 12).
- 4.8 In the event that a Typhoon Signal No. 8 or above or Black Rainstorm Warning is hoisted or Extreme Condition as announced by the Hong Kong Government within the office hour (8:30 am – 6:18 pm) on the tender closing date, the tender closing time will be postponed to 12:00 noon on the following working day.
- 4.9 The CIC will not reimburse any cost incurred by tenderers for the preparation and submission of the tender.
- 4.10 The CIC may reject a tender which in CIC's opinion is unreasonably low in terms of price and may therefore affect the tenderer's capability in carrying out and complete the services and delivering the deliverables in accordance with the **Assignment Brief**.
- 4.11 Any amendments to the rates offered must be signed by the person who signs the tender. Failure to do so will render the tender null and void.
- 4.12 Unless otherwise stated, tenders shall be valid for 120 days from the specified closing date. If no letter of acceptance or order is placed within the validity period of the offer, the tenderer may assume that the offer has not been accepted.
- 4.13 This is an invitation to offer. The CIC is not bound to accept the lowest tender or the highest combined scores under the technical and fee proposal or any tender.
- 4.14 The CIC reserves the right to negotiate with any or all tenderer(s) on the terms of the tender.
- 4.15 Tenderer should ascertain the prices quoted are sufficient before submitting his tender. Under no circumstances will the Employer accept any request for price adjustment due to any mistake made in the tender prices.
- 4.16 The CIC shall have the right, in its absolute discretion, to disclose to any person and for any purpose, any information submitted to the CIC as part of the tender or otherwise in connection with the awarded contract, without further notification to the successful tenderer. In submitting the tender, the tenderer irrevocably consents to such disclosure.
- 4.17 In the event that a tenderer discovering a genuine error in his tender after it has been deposited, he may in writing draw attention to the error and submit amendment which may be accepted, provided that the amendment has been deposited on or before the closing time fixed for the receipt of tenders.

- 4.18 The CIC will not consider prices missing in Unit Rate, Total Value and Total Amount. The Unit Rate will be used should the Total Value and / or Total Amount have any discrepancy with the Unit Rate. No adjustment will be made for fluctuations in salaries, material prices and exchange rates of currencies, freight charges, insurance premium or for any other reason whatsoever.
- 4.19 Should examination of a tender reveal errors of such magnitude as in the opinion of the CIC would involve the tenderer in serious loss then the nature and amount of such errors will be communicated to the tenderer and he will be asked to confirm in writing that he is prepared to abide by his tender or withdraw his tender.
- 4.20 The tenderer shall be required to check the numbers of the pages of the tender documents against the page numbers given in the contents. If the tenderer finds any missing, in duplicate or indistinct, he must inform the CIC at once and have the same rectified.
- 4.21 Should the tenderer for any reason whatsoever be in doubt as to the precise meaning of any item or description, he must inform the CIC in order that correct meaning may be decided before the date for submission of tender.
- 4.22 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 Interview

- 5.1 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.
- 5.2 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.
- 5.3 The presentation should at least include the project team profile, the approach to fulfill the objectives described in the Assignment Brief and an outline programme for completing the assignment. The presentation shall be conducted, where possible, by the leader of the proposed project team for performing the project management.
- 5.4 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.
- 5.5 Each interview presentation should be no longer than 15 minutes, including a 10-minute questions and answers session.

6 Tender Evaluation

- 6.1 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.

7 Tenderer's Commitment

- 7.1 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.
- 7.2 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**.

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

8 Amendments

- 8.1 The CIC reserves the right to amend or withdraw the **Assignment Brief** before acceptance of a tender.
- 8.2 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.

9 Award of Contract

- 9.1 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.
- 9.2 The CIC reserves the right of not awarding the contract after receipt of submissions by the tenderer.
- 9.3 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.

10 Rights to Exercise

- 10.1 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.

11 Submitted Documents

11.1 All submitted documents will not be returned.

12 Enquiries

12.1 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:-

Ms. Ruby WONG
Assistant Manager - Procurement
Construction Industry Council
38/F, COS Centre,
56 Tsun Yip Street, Kwun Tong,
Kowloon, Hong Kong

Tel : (852) 2100-9420
Fax: (852) 2100-9439
Email: rubywong@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 Background, Resource and Experience

- 1.1 Section I: Experience and Technical Resource of Tenderer
 - 1.1.1 Proof to show the tenderer is the authorized agent of the proposed brand new Exo-skeleton (Lower Limb Supporting) in Hong Kong
 - 1.1.2 Performance pledge for (i) On-site Training & (ii) turn around time for repair and maintenance.
- 1.2 Section II: Tenderer's Proposal
 - 1.2.1 Sufficiency of the proposed Exo-skeleton (Lower Limb Supporting) in meeting the specified technical requirements as stipulated in Assignment Brief;
 - 1.2.2 The number of brand new Exo-skeleton (Lower Limb Supporting) of the proposed brand delivered to Hong Kong in the past 5 years.
 - 1.2.3 Literature / case study of the proposed Exo-skeleton in worker safety, or productivity construction, according to EN/ISO standard or international institution. (if any)

2. Submission of sample for the proposed Exo-skeleton product

- 2.1 Section I: Sample for Technical Assessment Trial
 - 2.1.1 Tenderer **MUST** submit / borrow **ONE (1)** set of sample for the proposed Exo-skeleton product for Technical Assessment Trial.
 - 2.1.2 The CIC would return the set of sample once the entire tendering process has been completed.
 - 2.1.3 The CIC will not reimburse any cost incurred by tenderers for the sample preparation and submission of the tender, and any damaged contributed from the trial and assessment.

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

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

Particulars	Reference
Technical Proposal	
1. Proof to show the tenderer is the authorized agent of the proposed brand new Exo-skeleton (Lower Limb Supporting) in Hong Kong	Conditions of Tender, Appendix A Clause 1.1.1
2. Performance pledge for (i) On-site Training & (ii) turn around time for repair and maintenance.	Conditions of Tender, Appendix A Clause 1.1.2
3. Sufficiency of the proposed Exo-skeleton (Lower Limb Supporting) in meeting the specified technical requirements as stipulated in Assignment Brief.	Conditions of Tender, Appendix A Clause 1.2.1
4. The number of brand new Exo-skeleton (Lower Limb Supporting) of the proposed brand delivered to Hong Kong in the past 5 years	Conditions of Tender, Appendix A Clause 1.2.2
5. Literature / case study of the proposed Exo-skeleton in worker safety, or productivity construction, according to EN/ISO standard or international institution (if any)	Conditions of Tender, Appendix A Clause 1.2.3
6. A duly completed Standard Letter for complying with Anti-Collusion Clause	Conditions of Tender, Appendix B
7. Assignment Brief	Assignment Brief
8. All documents mentioned in the Technical Assessment Marking Scheme	Conditions of Tender, Appendix E
9. Sample of your proposed Exo-skeleton Product for Technical Assessment Trial (with the Instruction Manual)	Conditions of Tender, Appendix A Clause 2.1

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: _____ (601) in P/AE/PUR/AGC

Tender Title: Provision of Exo-skeleton (Lower Limb Supporting)
for the Construction Industry Council

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

(_____)¹,
address of the tenderer

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

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

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

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

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

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

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

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

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

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

Name of Witness: _____

Signature of Witness: _____

Occupation: _____

Note:

* Delete as appropriate

1. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, this part in square brackets should be expanded to include the respective names and addresses of such persons or as the case may be companies.

2. Where the tenderer comprises two or more persons or companies acting in partnership, joint venture or otherwise, all such persons or as the case may be companies must sign. The signatory for each of such persons or companies shall be a person authorised to sign CIC contracts on behalf of that person or as the case may be company.

APPENDIX C – Form of Tender

**To be included
in
Fee Proposal**

FORM OF TENDER
FOR
PROVISION OF EXO-SKELETON (LOWER LIMB SUPPORTING)
FOR
THE CONSTRUCTION INDUSTRY COUNCIL

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

Dear Sirs,

1. Having examined the Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief, Memorandum of Agreement and General Conditions of Contract thereto for the execution of the above named Projects, we offer to execute and complete the whole of the said Projects in conformity with the said Conditions of Tender, Appendices to Conditions of Tender, Assignment Brief, Memorandum of Agreement and 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 EXO-SKELETON (LOWER LIMB SUPPORTING)
FOR THE
CONSTRUCTION INDUSTRY COUNCIL

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

Schedule of Rates

Table 1 - Detailed breakdown of tender price

Item	Description	Tenderer's Offer	Quantity	Unit Price	Amount (HK\$)
1.	Brand New Exo-skeleton (Lower Limb Supporting) All Specifications should follow the Assignment Brief in the Tender Document.	Brand: Model no.: Origin:	421 Set		
<i>CARRY FORWARD TO FORM OF TENDER AND FEE PROPOSAL - Lump Sum fee of (HK\$)</i>					

Fee Proposal for Optional Deliverables

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

Table 2 - Detailed breakdown of tender price

Item	Description	Tenderer's Offer	Unit Price (HK\$)
1.	Short-term rental service of 1-set Exo-skeleton (Lower Limb Supporting) during repair All Specifications should follow the Assignment Brief in the Tender Document.	Brand: Model no.: Origin:	_____/Day

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	Payment Schedule (%)
1	Delivery of the proposed 421 sets brand new Exo-skeleton (Lower Limb Supporting) to Kwai Chung Campus, Sheung Shui Campus and Kowloon Bay Campus' Training Ground	90%
3	Upon completion of first year warranty on the Exo-skeleton (Lower Limb Supporting)	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 30% and 70% 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
1	<p>Compliance of the proposed brand new Exo-skeleton (Lower Limb Supporting) in meeting the specified technical requirement as stipulated in Assignment Brief.</p> <ul style="list-style-type: none"> ➤ MUST have a tick “✓” on the item marked with “★” (15%) ➤ Delivery Period (5%) ➤ Others (5%) 		25%
2	<p>Judgement after trial of samples. Criteria include supportive, flexibility, agile and comfort (50%)</p> <p>Refer to Table 2 – Trial assessment marking scheme</p>		50%
3	Tenderer’s Background, Resource and Experience (15%)		15%
4	Tenderer’s Performance in CIC’s Past Projects (10%)		10%
Total:			100%

Table 2 – Trial assessment marking scheme

Criteria	Maximum Marks
<p>1. Supportive (25%)</p> <p>Definition: The degree to which the exoskeleton effectively reduces physical load on the lower back and lower limbs during bending down tasks.</p> <p>Assessment Focus:</p> <ul style="list-style-type: none"> • Does it provide noticeable relief during prolonged bending down posture? • Is the support consistent across different body positions and movements? • Can the level of support be adjusted to suit different task intensities? 	25%
<p>2. Flexibility (25%)</p> <p>Definition: The ability of the exoskeleton to accommodate a wide range of motion without restricting natural body movements.</p> <p>Assessment Focus:</p> <ul style="list-style-type: none"> • Can users perform tasks like reaching, bending, or twisting without obstruction? • Does the device adapt well to different body postures and working angles? 	25%
<p>3. Agile (25%)</p> <p>Definition: The responsiveness and ease with which users can move while wearing the exoskeleton, especially during dynamic or fast-paced tasks.</p> <p>Assessment Focus:</p> <ul style="list-style-type: none"> • Does the device allow quick transitions between tasks or positions? • Is there any lag or resistance when initiating movement? • How well does it support users in tasks requiring coordination and balance? 	25%

<p>4. Comfort (25%)</p> <p>Definition: The overall physical comfort of wearing the exoskeleton over extended periods, including fit, weight distribution, and breathability.</p> <p>Assessment Focus:</p> <ul style="list-style-type: none"> • Are pressure points or discomfort experienced during use? • Is the device lightweight and well-balanced? • Are the materials skin-friendly and breathable for long-term wear? 	25%
Total	100%

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

$$30 \times \frac{\text{Technical assessment mark of the subject tender}}{\text{Highest technical assessment mark of all tenders}}$$

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:

$$70 \times \frac{\text{Lowest total lump sum fee of all tenders}}{\text{Total lump sum fee of the subject tenders}}$$

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: (601) in P/AE/PUR/AGC, Closing Date: 14 July 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: rubywong@cic.hk or fax no: 2100 9439 no later than 12:00 p.m. on 14 July 2025.
- 2) Please contact Ms. Ruby WONG at Tele: 2100 9420 or E-mail: rubywong@cic.hk for any enquiry.

Assignment Brief

for

the Provision of

Exoskeleton (Lower Limb Supporting)

for

The Construction Industry Council

Jun 2025

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Assignment Brief
Provision of Exo-skeleton (Lower Limb Supporting)
for the Construction Industry Council

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1. Background

- 1.1 To better align students with the practical working environment of modern construction sites and to enhance their safety awareness and hands-on skills for internships and future employment, the Hong Kong Institute of Construction (“HKIC”) plans to procure a batch of exoskeleton devices through an open tender process. These devices will be used for teaching and practical training purposes. This initiative not only aims to improve students’ learning effectiveness and physical protection, but also to enhance their understanding and application of smart construction technologies.
- 1.2 As HKIC offers practical training courses, such as bricklaying and plastering, leveling, and pipe fitting, many of which involve frequent bending posture during work. HKIC’s students are often required to perform physically demanding tasks that place significant strain on their lower back muscle and lower limbs. To address these challenges and foster a safer and more ergonomic learning environment, the adoption of lower limb supporting exoskeletons has become increasingly important. These assistive devices can help reduce physical fatigue, minimise the risk of musculoskeletal injuries, and enhance overall safety and efficiency during both training and future workplace settings.
- 1.3 As a result, the CIC has decided to engage an external contractor (‘Contractor’) to provide 421 sets of exoskeletons (lower-limb supporting), along with on-site training and repair services, for deployment across the campuses.

2. Introduction of the Exoskeleton

- 2.1 The key features of the Exoskeleton (Lower-Limb supporting) include:
 - a) Non-battery powered or passive exoskeleton for a lighter design, minimising the need for frequent recharge

- b) Adjustable structure to accommodate various body sizes of students across different training programmes
- c) Provision of belt that wraps around the waist and pelvis to reduce the burden on the lower back muscles and spine, relieving pressure when bending over or lifting heavy objects for our student
- d) Lightweight design, weighing no more than 4.5kg, to reduce back stress for our students
- e) Excellent durability and designed for extended continuous use

3. Scope of the Assignment

3.1 General

3.1.1 The Contractor shall supply and deliver the Exoskeleton (Lower-Limb Supporting) for the CIC upon award of the Contract.

3.1.2 The Exoskeleton (Lower-Limb Supporting) shall include:

- (a) The full set of Exoskeleton, fully compliant with all physical and safety/productivity requirements
- (b) On-site training sessions will be provided during the initial adoption, and will also be arranged in subsequent years upon request
- (c) Three years of local repair services provided at no additional cost
- (d) Short-term rental service available with a separate quotation upon request
- (e) Demonstration video of correct wearing procedure and operation instruction (in BOTH Cantonese and English)

3.1.3 The quantity of Exoskeleton (Lower-Limb Supporting) to be supplied and delivered to the HKIC's premises shall be as follows:

- (a) Kwai Chung Campus: 166 sets
- (b) Sheung Shui Campus: 170 sets
- (c) Kowloon Bay Campus / Training Grounds: 85 sets

3.2 Specification

3.2.1 The Exoskeleton (Lower-Limb Supporting) must meet all mandatory Technical Specifications outlined in Section 4.

3.2.2 As part of the tender process, interested tenderers shall submit their tender proposals along with all relevant product literature or case studies that demonstrate compliance with EN/ISO standards or those of international institutions, such as those related to worker safety or productivity in the construction sector, if available.

3.3 Service Requirements

3.3.1 The interest tenderer shall propose the arrangement and content of the on-site training sessions, including a demonstration video. These training sessions must be provided within two weeks after the completion of Phase 1 of the Delivery Period and must also be available upon request in subsequent years.

3.3.2 The Contractor shall provide a 3-year local repair service at no additional cost.

3.3.3 The Contractor shall provide a short-term rental service for replacement units during repair, charged at a separate unit price upon request **(Optional Item)**.

3.3.4 The Contractor shall ensure proper packaging of the goods to prevent any damage and/or deterioration during delivery, as specified by the CIC or the contracting company.

3.4 Quality Assurance Requirements

3.4.1 Inspection

- (a) The Contractor must ensure that all items manufactured comply fully with the supply/work order and meet the required Specifications. This

shall be achieved by conducting a thorough pre-inspection of each batch before submitting the items for inspection by the CIC, as outlined in the contract terms.

- (b) The Contractor shall declare that all necessary inspections and tests have been conducted on the items to be tendered and that they are ready for inspection. If the CIC finds that the required inspections or tests for a particular consignment have not been properly conducted, the consignment is liable to be rejected.
- (c) The CIC reserves the right to pursue legal actions, including claims for damages, against the Contractor if such circumstances arise.

3.4.2 Quality Assurance

Samples taken from any portion of the consignment or during a surveillance inspection by the CIC shall be examined to ensure they comply with the requirements specified in the Specifications. Inspection and testing shall be conducted in accordance with the methods outlined in the Specifications.

3.4.3 Warranty

- (a) Unless otherwise specified in the tender document, the Contractor hereby declares that all goods supplied to the CIC under this Contract shall be of the highest quality, of superior workmanship, and entirely new. Furthermore, the goods shall strictly adhere to the Specifications and details outlined in the Contract.
- (b) The CIC reserves the legal right to claim damages if the Contractor fails to meet the Specifications and requirements outlined in the Contract.
- (c) The Contractor shall replace the Exoskeleton (Lower-Limb Supporting) in the event of any manufacturing defects, including replacements requested by the CIC.

4. Technical Specification

- 4.1 The Exoskeleton (Lower-Limb Supporting) and all deliverables shall fully comply with the requirements of the Contract to the satisfaction of the CIC. In the event of differing interpretations of any requirements in the Contract between the CIC and the Contractor, the CIC shall have the final jurisdiction on the explanation and the approach to implementation. The Contractor shall adhere to the CIC's interpretation and follow its instructions to implement the solution to the CIC's satisfaction.
- 4.2 The Exoskeleton (Lower-Limb Supporting) should be specifically manufactured to support the workers for bending down tasks, ensuring a safe and low-strain working environment during the daily training. The devices must effectively support the worker's lower back or lower-limb, with waist straps, to relieve stress during bending down posture for tasks.
- 4.3 The Contractor should supply and deliver a total of 421 sets of Exoskeleton (Lower-Limb Supporting) to Kwai Chung Campus, Sheung Shui Campus and Kowloon Bay Campus / Training Grounds.
- 4.4 Tenderer is required to complete the table in the following page. Tenderer MUST have a tick "✓" on the items marked with "★". Failure to comply any one of the items marked with "★" will render their tender void and will not be considered by the CIC.
- 4.5 Tenderer is required to read through the Technical Specifications below carefully and inserted a tick " ✓ " to indicate that they have checked those items. Tenderer will lose marks for the part of technical assessment if they fail to comply with any one of the items shown in the following table.

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Item		Description	Checked and compiled with
4.		Service Requirement (Optional Item): i) Provision of short-term rental service during repair on separate unit price upon request	<input type="checkbox"/>
5.	★	Manual: i) Provision of Operation/Instruction Manual (Soft Copy) of the Exoskeleton	<input type="checkbox"/>
6.	★	Delivery Location: i) HKIC - Kwai Chung Campus 7-11 Kwai Hop Street, Kwai Chung, New Territories, Hong Kong ii) HKIC - Sheung Shui Campus 1 Fung Nam Road, Sheung Shui, New Territories, Hong Kong iii) HKIC – Kowloon Bay Campus 44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong iv) Any other CIC premises in Hong Kong upon request	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7.		Delivery Period: i) Phase 1: 30 pcs of Exoskeleton before August-2025 or within 1 month from the commencement of the contract (subjected to the earlier date). ii) Phase 2: Remaining contracted quantity within three months from the commencement of the contract; or, iii) Other Specified Period to be Accepted by CIC.	<input type="checkbox"/>

4.6 Delivery Location:

- i) Construction Industry Council – Kwai Chung Campus
7-11 Kwai Hop Street, Kwai Chung, New Territories, Hong Kong
- ii) Construction Industry Council - Sheung Shui Campus
1 Fung Nam Road, Sheung Shui, New Territories, Hong Kong
- iii) Construction Industry Council – Kowloon Bay Campus
44 Tai Yip Street, Kowloon Bay, Kowloon, Hong Kong
- iv) Construction Industry Council – Tai Po Training Ground
Dai Wah Street, Tai Po, New Territories, Hong Kong
- v) Construction Industry Council – Tin Yuet Road Training Ground
Tin Yuet Road, Tin Shui Wai, New Territories, Hong Kong
- vi) Construction Industry Council – Lam Tei Training Ground
Wong Kong Wai Road under the Kong Sham Western Highway, Lam
Tei, Tuen Mun, New Territories, Hong Kong
- vii) Construction Industry Council – Tuen Mun Training Ground
Lot No. 16, Tuen Yee Street, Tuen Mun, New Territories, Hong Kong
- viii) Any other CIC premises in Hong Kong upon request

Company Name: _____ Company Chop: _____

Authorized Signature: _____ Date: _____
(Name: _____)

Annex A - Sample trial assessment criteria of Exo-skeleton (Lower Limb Supporting)

Criteria
<p>1. Supportive (25%)</p> <p>Definition: The degree to which the exoskeleton effectively reduces physical load on the lower back and lower limbs during bending down tasks.</p> <p>Assessment Focus:</p> <ul style="list-style-type: none"> • Does it provide noticeable relief during prolonged bending down posture? • Is the support consistent across different body positions and movements? • Can the level of support be adjusted to suit different task intensities?
<p>2. Flexibility (25%)</p> <p>Definition: The ability of the exoskeleton to accommodate a wide range of motion without restricting natural body movements.</p> <p>Assessment Focus:</p> <ul style="list-style-type: none"> • Can users perform tasks like reaching, bending, or twisting without obstruction? • Does the device adapt well to different body postures and working angles?
<p>3. Agile (25%)</p> <p>Definition: The responsiveness and ease with which users can move while wearing the exoskeleton, especially during dynamic or fast-paced tasks.</p>

Assessment Focus:

- Does the device allow quick transitions between tasks or positions?
- Is there any lag or resistance when initiating movement?
- How well does it support users in tasks requiring coordination and balance?

4. Comfort (25%)

Definition:

The overall physical comfort of wearing the exoskeleton over extended periods, including fit, weight distribution, and breathability.

Assessment Focus:

- Are pressure points or discomfort experienced during use?
- Is the device lightweight and well-balanced?
- Are the materials skin-friendly and breathable for long-term wear?

Memorandum of Agreement
of
Provision of Exo-skeleton
(Lower Limb Supporting)
for
the Construction Industry Council

June 2025

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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 execute, complete and maintain the whole of the said projects in respect of Provision of Exo-skeleton (Lower Limb Supporting) 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 complete the projects 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
 - (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 projects 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 Exo-skeleton

(Lower Limb Supporting)

for

the Construction Industry Council

June 2025

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General Conditions of Contract for
Provision of Exo-skeleton (Lower Limb Supporting)
for the Construction Industry Council

1 Definitions

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

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

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

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

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

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

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

“Employer” means the Construction Industry Council.

“Employer’s Representative” means the Project Director or the Project Manager.

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

“Government” means the Government of the Hong Kong Special Administrative Region.

“HKSAR” means the Hong Kong Special Administrative Region.

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

“Project” means the scheme described in the Contract.

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

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

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

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

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

2 Singular and Plural

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

3 Headings

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

4 Laws

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

5 Interpretation

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

6 Memorandum of Agreement

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

7 Documents Mutually Explanatory

- (A) Save to the extent that any Special Conditions of Contract provides to the contrary, the provisions of the Special Conditions of Contract shall prevail over those of any other document forming part of the Contract.
- (B) Subject to sub-clause (A) of this Clause the several documents forming the Contract are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be subject to the Employer's interpretation and adjustment.

8 Use of English Language and Metric Units

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

9 Confidentiality

- (A) Except otherwise explicitly declared by the Employer as non-confidential, all information and documents provided by the Employer to the Contractor or created by the Contractor in the course of or as a result of the Project shall be regarded as confidential information (“**Confidential Information**”). The Contractor shall take all practical measures to protect the Confidential Information from unauthorized access, disclosure, erasure or use for purposes other than this Project.
- (B) Save for the purposes of performing the Contract, the Contractor shall not disclose any and all Confidential Information, the terms and conditions of the Contract or any information, specifications, documents, drawing, plan, software, data or particulars furnished by or on behalf of the Employer or the Employer’s Representative in connection therewith, to any person other than a person employed or engaged by the Contractor in performing the Contract or any approved sub-consultants / sub-contractors or the Contractor’s legal and insurance advisers, except where required by law or regulation, order of the Court, arbitral authority of competent jurisdiction, requested by a professional body of which the Contractor is a member or disclosure of Confidential Information is with prior written consent from the Employer.
- (C) Any disclosure to any person, sub-consultants / sub-contractors or advisers permitted under sub-clause (B) of this Clause shall be in strict confidence and shall extend only so far as may be necessary for the purpose of the Contract and the Contractor shall take all necessary measures to ensure the confidentiality of any such disclosure.
- (D) The Contractor shall ensure that all receiving parties of the Confidential Information are informed of its confidential nature and procure the receiving parties to treat such information in strict confidence. The Contractor shall be responsible for the consequences of any breach of the confidential obligation, whether on the part of the Contractor itself or the receiving parties to whom the Contractor discloses the Confidential Information.
- (E) The Contractor shall not without the prior written consent of the Employer, which consent shall not be unreasonably withheld, to make any public announcement, press release or other otherwise publish, either alone or in conjunction with any other person, in any newspaper, magazine, or periodical, any article, photograph or illustration relating to the Contract.

- (F) If the Contractor has provided the Employer or the Employer's Representative with documents and information which the Contractor has declared in writing to be confidential and stamped accordingly whether in relation to his practice or special circumstances or for other good causes, unless the Employer or the Employer's Representative within TWO (2) months of receipt of such information by notice in writing disagrees, such information will be treated as confidential. The Employer and the Employer's Representative shall not permit the disclosure of such confidential information to third parties without the prior written consent of the Contractor.
- (G) All personal data submitted by the Contractor will be used by the Employer for the purpose of this Contract only. By entering into the Contract, the Contractor is regarded to have agreed to and to have obtained from each individual whose personal data is provided by the Contractor to the Employer for the purpose of the Contract, his consent for the disclosure, use and further disclosure by the Employer for the purposes of the Contract and all other purposes arising from or incidental to it. Under the provisions of the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"), an individual to whom personal data belongs and a person authorized by him in writing has the right to request access to or correction of personal data as provided for in sections 18 and 22 and Principle 6 of Schedule 1 to the PDPO. The right of access includes the right to obtain a copy of the personal data provided. Written enquiries or requests should be addressed to the Project Manager with sufficient details, failing which the Project Manager may be unable to process and consider the incomplete information submitted.
- (H) Should the Project be terminated prematurely due to any reasons or completed satisfactorily as certified by the Employer or the Employer's Representative, the Contractor shall return all related findings, statistics, documents, materials belonging to the Employer and related to the Contractor, and/or destroy any information collected from the Employer or the Employer's Representative including both hard copies and electronic copies within SEVEN (7) working days of the termination or completion.
- (I) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

10 Data Privacy

- (A) If for the purposes of the Contract the Contractor collects personal data on the Employer's behalf or the Employer will entrust personal data with the Contractor, the Contractor shall comply in all aspects with the Personal Data (Privacy) Ordinance (Cap. 486) and any other applicable data protection laws and regulations in relation to the personal data that it collects or processes on behalf of the Employer.
- (B) The Contractor shall procure that its sub-contractors be subject to the same data protection obligations the Contractor owes to the Employer and remain fully liable to the Employer for the fulfillment of the obligations of itself and its sub-contractor(s).
- (C) The Contractor shall have personal data protection policies and procedures in place and implemented and provide adequate training to its relevant staff. The Contractor shall take all reasonable precautions and exercise all due diligence to protect the entrusted personal data from leakage, unauthorized or accidental access, processing, erasure, loss or use.
- (D) Save for those personal data with the purpose for which has not been fulfilled, timely return, destruction or deletion of the personal data shall be strictly abided by the Contractor. The use or disclosure of the personal data for any purpose other than the purpose for which the personal data is entrusted to the Contractor by the Employer under the Contract is strictly prohibited.
- (E) The Contractor shall notify the Employer promptly and without undue delay of any potential data breach involving the entrusted personal data. The Contractor and its applicable sub-contractors shall cooperate with the Employer to investigate and mitigate the relevant impact and prevent any recurrence. The Contractor shall also comply with any requests or directions from the Employer and the related authorities and/or regulators in relation to the personal data.
- (F) The Contractor shall give all reasonable assistance to the Employer for the purpose of audit inspection by the Employer on such records, personal data and other information held by the Contractor in relation to the handling and storage of the entrusted personal data. The Contractor shall also answer queries or supply information reasonably requested by such personnel in pursuance of such audit inspection.

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

11 Cybersecurity

- (A) The Contractor shall take and procure that its sub-contractors take all reasonable cybersecurity measures to protect any and all information and data (including personal data mentioned in this Clause) relating to the Assignment stored or processed electronically from leakage or divulgence and ensure that no such information and/or data would be accessed or obtained or viewed or otherwise known to any third parties that are not meant to be involved in the Contractor's discharge of its obligations under the Project.
- (B) The Contractor shall be and procure that its sub-contractors be keenly aware of cybersecurity risks such as phishing attacks, Internet of Things attacks, identity theft, ransomware, password attacks, web attacks, malware attacks, etc., ensure that its electronic devices which are used to store, process, transfer such information and/or data are immune from such risks, and shall avoid all such risks.
- (C) If any information and/ or data (including personal data mentioned in this Clause) is leaked or divulged or accessed or obtained or viewed or otherwise known to any third parties that are not meant to be involved in the Contractor's discharge of its obligations under the Project as a result of the Contractor's breach of its duties under sub-clauses (A) and (B) above, the Contractor shall indemnify the Employer from any and all losses and/or damages suffered by the Employer so caused by the Contractor's breach.
- (D) The sub-clauses of this Clause shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.

12 Information to be supplied by the Employer

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

13 Information to be supplied by the Contractor

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

14 Retention of Documents and Audit Inspection

- (A) For a period of TWO (2) years commencing from the completion of the Works or provision of the Services or supply of the Goods under the Contract, the Contractor shall retain and provide space at its own costs to retain all softcopies and hardcopies of all his records, data, accounts and other information in respect of or in relation to its discharge of its obligations under the Contract.
- (B) The Contractor shall give all necessary assistance to Employer for the purpose of audit inspection to inspect such records, data, accounts and other information whatsoever in relation to the Project and shall answer queries and/or supply information reasonably requested by such personnel in pursuance of such audit inspection.

15 Attendance at Meetings

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

16 Inspection

- (A) The Contractor shall permit the Employer and the Employer's Representative to enter its premises at any reasonable time in order to inspect the Goods, Services and/or Works in the course of manufacture, provision or storage. If, as a result of such inspection, the Employer or the Employer's Representative is not satisfied that the Goods, Services and/or Works will comply with the Contract requirements, it shall notify the Contractor in writing and the Contractor shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by the Employer or the

Employer's Representative (with or without comments or approval) shall not relieve the Contractor of its obligations under the Contract. It remains the Contractor's duty to ensure full compliance with its obligations under the Contract.

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

17 Approval of Documents

- (A) The Contractor shall, when so requested by the Employer or the Employer's Representative, submit to him for his approval such record, data, account or other documents, matters or things prepared by them as a direct requirement of the Assignment as the Employer's Representative may specify or require.
- (B) No such approval shall affect or relieve the Contractor of its obligations under the Contract.

18 Delegation of Employer's Power

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

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

19 Amendments to the Assignment Brief

- (A) The Employer shall make any changes to the Assignment Brief which he considers necessary or desirable for the successful completion of the Assignment or the Project.
- (B) Any queries on, or suggestions for amendments to the Assignment Brief shall

be referred to the Employer for his clarification or instructions regarding further action.

20 Written Approval

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

21 Consultation

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

22 Response to Queries

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

23 Exclusive Ownership and Intellectual Property Right Indemnities

- (A) The Contractor guarantees that neither the sale nor use of goods nor the performance or provision of the Project Materials will infringe any local or foreign copyright, patent or trade mark or any kind of Intellectual Property Rights.
- (B) The Contractor shall indemnify and keep the Employer, its authorized users, assignees and successors-in-title (hereinafter "**indemnified parties**") indemnified from and against:
 - (i) all and any demands, claims, actions, arbitrations, proceedings, threatened, brought or instituted against the indemnified parties

arising from the Contractor's infringement of any kind of Intellectual Property Rights ("**IP Claims**") in performing its duties under the Contract; and

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

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

- (C) In event of such IP Claims, the Contractor shall do all things and take such action (including procuring any required licenses, consents of authorizations or modifying or replacing any infringing item) without charge to the Employer as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the Employer will use reasonable endeavors to mitigate its loss; the Contractor shall at all times act in such a way as to minimize interruption and disruption to the operation of the Employer.
- (D) The Employer shall become the exclusive owner of all Project Materials, save those Project Materials under licence or those Project Materials in respect of which there is a pre-existing copyright or patent, supplied or produced by, for or on behalf of the Contractor under the Contract. Notwithstanding the above, the Contractor hereby grants the Employer and its affiliates an irrevocable royalty free license to use, copy or modify such pre-existing materials for its internal business purposes.
- (E) The Intellectual Property Rights in the Project Materials shall upon creation be vested in the Employer. In the event that the Contractor requests and the Employer grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to the Employer, the Contractor hereby grants to the Employer and its affiliates an irrevocable royalty free license to use, copy or modify the Project Materials with a right

to sublicense those Project Materials to third parties for any purposes intended by the Employer. For the avoidance of doubt, any such license granted shall not be determined if the Contract is suspended or terminated pursuant to Clause 43 or otherwise.

24 Care, Diligence and Indemnity

- (A) The Contractor shall exercise and shall ensure that its sub-contractors exercise all reasonable professional skill, care and diligence in the performance of all and singular of the Services or carrying out the Works and, insofar as his duties are discretionary, shall act fairly between the Employer and any third party.
- (B) The Contractor acknowledges that time and quality are of the essence in the performance of the Contract, and the Contractor shall deliver the Goods to the designated place, provide the Services and/or carry out the Works in strict adherence to the delivery date(s) or schedule(s) or completion date set forth in the Contract or extended pursuant to the terms of the Contract or otherwise agreed by the Contractor and the Employer's Representative. If the Contractor shall fail or refuse to make delivery of the Goods in the Project Materials as aforesaid, the Employer shall have the right to cancel / terminate the Contract and to procure the Goods from any other sources and the Contractor shall be liable for any sum so incurred in excess of the Contract price.
- (C) All Project Materials are subject to inspection and rejection by the Employer notwithstanding any prior payment, which, in itself and without more, does not mean or imply the Employer's acceptance of the Project Materials. The Project Materials would be accepted by the Employer if the Project Materials have been provided / performed in accordance with the terms and conditions of the Contract and to the satisfaction of the Employer.
- (D) The Project Materials must conform in all respects with the Contract requirements. All Goods/Works in the Project Materials must be of sound materials, workmanship (and design, where the Contractor is responsible for this), and shall be equal in all respects to relevant samples or patterns provided by or accepted by the Employer. All Services in the Project Materials shall be performed in a sound manner and shall be free from any defects (major or minor) including (to the extent that the Contractor is responsible for design) defects in design or installation.

- (E) The Project Materials shall be in accordance with any applicable local or international standards. The Project Materials shall at the time of delivery or performance comply with all relevant requirements of any applicable statute, statutory rule or order or other instrument having the force of law.
- (F) The Employer's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Project Materials only suggests the receipt of the Project Materials, and is not evidence of actual quantity, quality or condition of the Project Materials or the Employer's acceptance of the Project Materials.
- (G) Acceptance of all or part of the Project Materials shall not:-
 - (i) waive the Employer's right to cancel or return all or any portion of the Project Materials that do not conform to the Contract requirements;
 - (ii) oblige the Employer to accept future delivery of the Project Materials;
or
 - (iii) preclude the Employer from making any claim for damages or breach of warranty; or
 - (iv) prejudice the Employer's right to reject any and all of the Project Materials that do not meet the provisions of sub-clause (D) of this Clause.
- (H) All Project Materials must pass the Employer's acceptance tests. The Employer shall be entitled to reject any and all Project Materials that do not meet the provisions of sub-clause (D) of this Clause. If by the nature of the Project Materials any defects or any failure to conform to sub-clause (D) of this Clause does not or would not become apparent (despite the carrying out of any examination or acceptance tests) until after use, the Employer may reject the same even after a reasonable period of use. No Project Materials returned as defective by the Employer shall be replaced by the Contractor without a prior written notice by the Employer of the rejection.
- (I) Any Project Materials rejected under sub-clause (H) must at the request of the Employer be replaced or re-performed as the case may be by the Contractor at the Contractor's own expense. Alternatively, the Employer may

elect (at the Employer's option) to terminate the Contract pursuant to the terms and conditions of Contract in respect of the rejected Project Materials in question and the whole of the remainder of the Project Materials (if any) covered by the Contract. All rejected Goods of the Project Materials will be removed from the site and returned to the Contractor at the Contractor's expense. If the Contractor fails to remove the rejected Goods from the site, the Employer may continue to store such Goods and the Contractor shall fully reimburse the Employer for all storage costs and delivery costs incurred or to be incurred immediately upon the Employer's demand in writing.

- (J) Without prejudice to the Employer's rights under sub-clause (I) under this Clause, the Employer shall be entitled to return any Goods to the Contractor for a full refund in respect of such returned Goods within THIRTY (30) days of the Employer's demand for return. All rejected Goods of the Project Materials will be returned to the Contractor at the Contractor's expense. If the Contractor fails to so refund within THIRTY (30) days of the Employer's demand for return, the Contractor shall be liable to pay interest on such amount(s) to be refunded at an interest rate of 1% above the rate of prime.
- (K) The Contractor shall, in respect of any work done or information supplied by or on behalf of the Employer, report to the Employer any errors, omissions and shortcomings of whatsoever nature of which the Contractor becomes aware in carrying out the Assignment.
- (L) The Contractor shall advise the Employer, as soon as practicable, of any actual or foreseeable delay in meeting the delivery schedules or date for completion and the reason therefor.
- (M) The Contractor shall indemnify and keep indemnified the Employer against all claims, damages, losses or expenses arising out of or resulting from any negligence in or about the conduct of and performance by the Contractor, his servants or agents or sub-consultants/sub-contractors of all tiers, in carrying out the Assignment.
- (N) The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of the Contract, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the

Employer is responsible.

- (O) The Contractor shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of the Contract, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.
- (P) The Contractor has to keep all the Contractor's property in safe custody or that of his sub-contractors and/or sub-consultants and employees on site. The Contractor shall indemnify the Employer in respect of any loss, damages, injury or death of the Contractor, his sub-contractors/sub-consultants and employees in consequence of the malfunction of, loss of or damage to the said property, save to the extent that the same may be due to any deliberate default, negligence or willful misconduct of the Employer or of any person for whom the Employer is responsible.
- (Q) Unless it is specifically allowed in other part of the Contract, if the Contractor or the Employer shall default on carrying out its obligations under the Contract, the Contractor or the Employer may by notice in writing to request the defaulting party to perform the obligations promptly in order to avoid and minimize any loss and damage that such failure may cause. In addition, the defaulting party shall indemnify any direct loss or damages so caused to the Contractor or the Employer (as the case may be) as a result of the default of this Contract.
- (R) If either the Contractor or the Employer has breached any terms and conditions under this Contract, the defaulting party shall indemnify against all related actual financial losses and expenses necessarily incurred by the Contractor or the Employer (as the case may be) arising from the breach.
- (S) The Employer has the rights to recover any expense, loss or claim from payment payable to the Contractor by notice in writing, the same may be deducted or offset from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other contracts the Contractor has entered into with the Employer.
- (T) The Contractor's liability for loss or damages arising from or in relation to

this Project, as a result of breach of contract, tort (including negligence,) or otherwise in relation to the Contractor's performance of its obligations under the Contract, is limited to a liability cap as THREE (3) times of the Contract sum. This sub-clause does not apply when the Court or an arbitral tribunal finds that the Contractor has engaged in willful misconduct or fraudulent behavior or gross negligence or a fundamental breach of the Contract.

- (U) The sub-clauses of this Clause in respect of the Contractor's obligations to indemnify the Employer shall survive the termination of this Contract (however occasioned) and shall continue in full force and effect notwithstanding such termination.
- (V) Subject always to the Employer's right of rejection (in which case all title to and risks in any rejected Goods in the possession of the Employer shall remain with or pass back to the Contractor upon the Employer's request for rejection), all title and risks in the Goods shall pass from the Contractor to the Employer upon delivery and written acceptance of the Goods by the Employer.
- (W) The Contractor shall provide and employ and shall ensure that any of his sub-contractors shall provide and employ in connection with the execution of the Services sufficiently skilled, competent, qualified, experienced personnel as are necessary for the proper and timely execution of the Services.

25 Instruction and Procedure

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

26 Approval for Variations and Claims

The Contractor shall obtain prior written approval from the Employer or the Employer's Representative for any order of a variation to the Project Materials under the Contract or the commitment of the Employer or the Employer's Representative to expenditure for the Project Materials under the Contract other than in respect of claims, if the value of such order or commitment is estimated to exceed

the sum specified in the Assignment Brief, or if not specified in the Assignment Brief, as advised in writing by the Employer or the Employer's Representative. If the Contractor fails to obtain such prior written approval before carrying out any variation or committing to expenditure for the Project Materials, the Contractor shall be entitled to no additional time or payment for such variation and commitment to expenditure and Employer may require the Contractor to rectify any unapproved variation at the Contractor's own costs.

27 Submission of Variations and Claims

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

- (i) submit the details of every intended variation to the Project Materials, including the reasons for it and its estimated value, to the Employer or the Employer's Representative for information as soon as possible;
- (ii) as soon as the value of the intended variation to the Project Materials has been determined, submit the details of the valuation to the Employer or the Employer's Representative for approval;
- (iii) report to the Employer or the Employer's Representative all claims for additional payment made by the Contractor and refer to the principles underlying their assessment of each claim, to enable the Employer or the Employer's Representative to be duly informed in approving or not approving the variation; and
- (iv) report to the Employer or the Employer's Representative all actual or foreseeable delays to the progress of the Project Materials and refer his assessment of granting of extension of time for completion, if any, to enable the Employer or the Employer's Representative to be duly informed in approving or not approving the variation.

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

28 Programme to be Submitted and Agreed

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

conditions on his agreement, the corresponding key dates shall be changed and the changed dates incorporated into the draft programme.

- (B) The Contractor shall submit a draft programme which shall be in accordance with the requirements of the Assignment Brief and shall incorporate the key dates specified in the Assignment Brief, including any changes agreed under sub-clause (A) of this Clause. The Employer or the Employer's Representative shall either agree the draft programme or instruct the Contractor to submit a revised draft programme which the Contractor shall prepare.
- (C) If the Employer or the Employer's Representative do not agree the revised draft programme submitted under sub-clause (B) of this Clause, he shall issue an instruction under Clause 25 to the Contractor.
- (D) When the Employer or the Employer's Representative has agreed the draft programme or the revised draft programme submitted under sub-clause (B) of this Clause or such other draft programme as may result from sub-clause (C) of this Clause, the agreed draft programme or revised draft programme shall become the Agreed Programme for carrying out the Assignment and shall be amended only with the prior written approval of the Employer or the Employer's Representative.

29 Payment

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

30 Fees to be Inclusive

- (A) Prices and the currency shall be as specified in the Contract. Unless provided otherwise, the fees set out in the Fee Proposal or the Purchase Order (as the case may be) shall be inclusive of all taxes, labour, materials and expenses incurred in the course of provision of the Project Materials.
- (B) If required by the Employer, the detailed price list should also be provided, covering all items affecting the price such as the taxes, service charges, etc.

31 Payment in Hong Kong Dollars

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

32 Expenses incurred in currencies other than Hong Kong dollars

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

33 Payment of Accounts

- (A) Subject to clause 29, the Contractor shall submit the Employer an invoice and accompanied by such documents, information and explanations as the Employer may require in respect of the Project Materials. The Employer may request such further documentation as it deems necessary or desirable to verify the invoice. Original invoices shall be submitted by mail to Employer's headquarters (of which the address may be changed upon the Employer's written notice to the Contractor) unless otherwise required by the Employer.
- (B) Except as provided for in sub-clause (C) of this Clause accounts of all money due from the Employer to the Contractor in accordance with the Contract shall be paid within THIRTY (30) days of the invoice and supporting documentation requested by the Employer and receipt and verification of the Contractor's invoice and supporting documentation by the Employer.
- (C) If any item or part of an item of an account rendered by the Contractor is reasonably disputed or subject to reasonable requisitions by the Employer or the Employer's Representative, the Employer shall within THIRTY (30) days after receipt of the invoice by the Employer inform the Contractor in writing of all items under dispute or subject to requisitions. The Contractor shall cancel the original invoice and reissue an invoice for the undisputed amount within TEN (10) days.
- (D) The Contractor and the Employer shall promptly investigate any disputed invoice and shall act reasonably to resolve the dispute. Any disputed invoice or part of an invoice agreed by the Employer to be payable following resolution shall be re-invoiced as appropriate. Notwithstanding the foregoing, the Contractor shall continue to provide the Project Materials in full as if the dispute and/or requisitions did not exist.

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

34 Rendering of Accounts

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

35 Payment for Additional Services

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

- (i) explanations of adjustments made under sub-clause (B) of Clause 7;
- (ii) changes to the Assignment Brief made under sub-clause (A) of Clause 19;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 19;
and
- (iv) instructions given under Clause 25.

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

36 Reduction of Lump Sum Fees

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

- (i) explanations or adjustment made under sub-clause (B) of Clause 7;
- (ii) changes to the Assignment Brief made under sub-clause (A) of Clause 19;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 19;
and
- (iv) instructions given under Clause 25;

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

37 Notifications and Payment for Delays

- (A) The Contractor shall not be entitled to payment in respect of any additional costs he incurs as a result of delays arising during the performance of the Services or extension of the date for completion if the causes of delay are the fault of the Contractor and/or not the fault of the Employer.
- (B) The Contractor shall notify the Employer or the Employer's Representative when a delay arises or when it is apparent that a delay is likely to arise within THIRTY (30) days and shall detail what in his opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional costs he has incurred or may incur.
- (C) The Contractor shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Employer or the Employer's Representative details of the records being kept in respect thereof. The Employer or the Employer's Representative may require the Contractor to keep and agree with the Employer any additional contemporary records as are reasonable and may in the opinion of the Employer be material to the claim, but the Employer or the Employer's Representative shall not be deemed to have admitted liability in this situation unless the Employer or the Employer's Representative expressly so agree in writing. The Contractor shall permit the Employer and/or the Employer's Representative to inspect all records kept pursuant to this Clause and shall supply copies thereof at its own expense as and when the Employer or the Employer's Representative so require.
- (D) After the giving of a notice of delay to the Employer or the Employer's Representative under sub-clause (B) of this Clause, the Contractor shall, as soon as is reasonable, send to the Employer or the Employer's Representative a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs he incurred. Thereafter at such intervals as the Employer or the Employer's Representative may reasonably require, the Contractor shall send to the Employer or the Employer's Representative further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.

- (E) If the Contractor fails to comply with the provisions of sub-clause (B) of this Clause in respect of any claim, the Contractor shall not be entitled to claims for additional time and/or costs for the delay and such claims shall not be considered.
- (F) Without affecting the generality of sub-clause (E) of this Clause, if the Contractor fails to comply with the provisions of sub-clauses (C) or (D) of this Clause in respect of any claim, the Employer or the Employer's Representative may consider such claim only to the extent that the Employer or the Employer's Representative are able on the information made available.
- (G) The Contractor shall take all reasonable steps to mitigate the costs which may be incurred as a result of the delays.
- (H) Without affecting the generality of sub-clauses (A), (B) and (E) of this Clause, the Employer may extend the date for completion if the causes of delay are the fault of the Employer or persons for whom the Employer is responsible.

38 Employer's Assignment and Novation

- (A) The Employer may assign or transfer the whole or any part of its rights and/or benefits under the Agreement at any point in time to any third party without the Contractor's consent. Any such assignment or transfer shall be notified to the Contractor as soon as practicable.
- (B) The Employer shall have the right to novate to a third party ("Novatee") all of the Employer's rights, interests and benefits, obligations, liabilities and duties, without limitation, known and unknown, existing and contingent, actual and otherwise, in connection with the Agreement at any point in time. The Contractor shall enter into a novation agreement with the Employer and the Novatee to the effect that:
 - (1) the Novatee shall assume all rights, interests and benefits, obligations, liabilities and duties of, and all claims for and against, the Employer in connection with the Agreement in place of the Employer as if the Novatee were the original party to the Agreement;
 - (2) the Novatee shall have power to exercise all rights expressed to be those of the Employer under the Agreement;

- (3) the Novatee shall perform and comply with, and be bound by, each and every duty and obligation of the Employer under the Agreement as if the Novatee were named in the Agreement in place of the Employer; and
- (4) the Contractor shall release and discharge the Employer from any and all obligations, liabilities and duties in relation to the Contractor of any kind, known and unknown, existing and contingent, actual and otherwise in connection with the Agreement.

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

39 Contractor's Non-Assignment

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

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

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

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

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

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

42 Publicity relating to the Contract

The Contractor shall submit to the Employer all advertising or other publicity materials relating to the Contract or the Project Materials in connection with the

Contract wherein the Employer's name is mentioned or language used from which a connection with the Employer can reasonably be inferred or implied. The Contractor shall not publish or use any advertising or other publicity materials without the prior written consent of the Employer.

43 Suspension, Resumption or Termination

- (A) If the Contractor is delayed or prevented from performing its obligations under the Contract by circumstances beyond its reasonable control (including acts of God, war, riot etc.), such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Contract, the Contract may be terminated by the Employer.
- (B) Unless sub-clause (A) of this Clause applies, the Employer reserves the right to terminate the whole or any part of the Contract or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and requirements specified in the Contract and with the foregoing conditions, in particular with Clause 24, compliance with which by the Contractor is of the essence and a fundamental condition of this Contract.
- (C) The Contract may be suspended or terminated by the Employer for convenience without giving any reason by giving the Contractor ONE (1) month's prior notice in writing.
- (D) Upon suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be paid all fees and expenses commensurate with the Services performed by them and accepted by the Employer up to the date of suspension or termination less all fees and expenses previously paid to the Contractor. The Contractor has the obligations to stop work immediately but in an orderly manner and deliver to the Employer documents in its possession, custody and/or control relating to the Project. The Employer shall not be liable for any loss of profits and other losses incurred by the Contractor as a result of the termination or suspension caused by the Contractor or arising from a fault on the part of the Contractor.
- (E) In the event of suspension or termination and unless the provisions in this Contract otherwise provide, the Contractor shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for the related actual financial commitment or obligation outstanding after the giving of the notice of suspension or termination which he has properly incurred in accordance with the Contract prior to the giving of the notice of suspension or

termination.

- (F) The payments referred to in sub-clauses (D) and (E) of this Clause shall be deemed in full and final payment for the Project Materials up to the date of suspension or termination. The Contractor shall be entitled to such payments only if the suspension or termination is not attributable to default on the part of the Contractor.
- (G) For service resumption after suspension, the Employer shall give a written notice to the Contractor in no less than SEVEN (7) working days before the planned resumption date of the Project. The Contractor shall thereafter continue with the Services with the same terms and conditions set forth in the Contract. The Project period shall be extended for a period corresponding to the period of suspension or otherwise mutually agreed between the Employer and the Contractor.
- (H) In the event of suspension and subsequent resumption of the Project the Contractor shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- (I) If the Project is resumed any payment of fees under this Clause except in respect of abortive work that has to be re-done shall rank as payment on account towards the payable payment under the Contract.
- (J) Should the Contract continue to be suspended for a period of more than two years then either:
 - (i) it may be terminated upon the written notice of either party; or
 - (ii) it may be renegotiated with the agreement of both parties.
- (K) Upon expiry or early termination of the Contract (howsoever occasioned):
 - (i) the Contract shall be of no further force and effect, but without prejudice to:
 - (1) the Employer's rights and claims under the Contract or otherwise at law against the Contractor arising from antecedent breaches of the Contract by the Contractor (including any breach(es) which entitle the Employer to terminate the

Contract);

- (2) the rights and claims which have accrued to a Party prior to the Termination; and
 - (3) the continued existence and validity of those provisions which are expressed to or which in their context by implication survive the termination of the Contract.
- (L) If there is any breach of GCC Clause 4, the Employer may terminate the Contract and the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted by the Employer before the termination of the Contract but was not paid for at the time of termination). The Contractor shall be liable for the related actual financial loss or expenses necessarily incurred by the Employer as a result of the termination of the Contract.
- (M) Without affecting the generality of the foregoing sub-clauses and notwithstanding any provision in this Contract, upon the occurrence of any of the following events, the Contractor is not entitled to claim any compensation (except for the Project Materials that was accepted at the Employer before the termination of the Contract but was not paid for by the time of termination) and the Employer may (a) immediately terminate the Contract without prior notice, (b) engage a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract, (c) claim for loss, damage and/or expense incurred by the Employer against the Contractor as a result of the termination of the Contract under this sub-clause (including engaging a replacement contractor to carry out and complete the remaining items that have yet to be completed under the Contract), (d) carry out, deliver and complete such Goods / Services by its own resources or by other contractors:
- (i) the Contractor, his sub-contractors of any tiers or employees or agents or the subcontractors' employees have engaged or are engaging or are reasonably believed to have engaged or be engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary or prejudicial to the interest of national security; or
 - (ii) the continued engagement of the Contractor his sub-contractors of any

tiers or employees or agents or the subcontractors' employees or the continued performance of the Contract is contrary or prejudicial to the interest of national security.

- (iii) the Contractor shall at any time become bankrupt, insolvent, or shall be placed in receivership or go into liquidation or receivership, or a petition for liquidation, bankruptcy or receivership (whether voluntary or involuntary, save for the purpose of reconstruction or amalgamation) is filed against the Contractor, but without any prejudice to any right or action or remedy which shall have accrued or shall accrue thereafter to the Employer;
- (iv) the Contractor is found to be or is reasonably suspected to have been involved in collusion in the quotation process, and breach or non-compliance with any requirements of the Anti-collusion Clause of the Terms of Quotation and/or Conditions of Tender (in which case the Employer also has the right to report all suspected instances of bid-rigging to the Competition Commission ("**Commission**") established under the Competition Ordinance (Cap. 619) and provide the Commission with any relevant information, including but not limited to information on the bid and the Contractor's personal data; the Contractor may also lose his right for submitting quotations or tenders to the Employer in the future);
- (v) the Contractor or the Contractor's sub-contractors of any tiers or employees or agents or the subcontractors' employees do not comply or are reasonably suspected to fail to have complied with the relevant laws of HKSAR (including but not limited to Prevention of Bribery Ordinance (Cap. 201) as set out in Clause 47 below) and the terms and conditions of the Contract;
- (vi) any serious accident (personal injury/ death/ damage to property) occurs arising from or is reasonably suspected to have arisen from the Contractor's failure to comply with any sub-clauses of Clause 50.

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

44 Probity

The Contractor shall at all times be a business entity of integrity. Its tendering, contracting and/or sub-contracting practices shall be transparent and the Contractor must be accountable for the same. The Contractor shall secure due and timely payment to its suppliers, sub-contractors and employees.

45 Appeal to Employer

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

46 Settlement of Disputes

- (A) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, either party shall be entitled to refer the dispute or difference to the Employer and the partner or director of the Contractor, who shall meet within TWENTY ONE (21) days of such matter being referred to them.
- (B) If the dispute or difference cannot be resolved within TWO (2) months of a meeting under sub-clause (A) of this Clause or upon written agreement of the Employer and the Contractor that the dispute or difference cannot be resolved in such meeting, either the Employer or the Contractor may at any time thereafter request that the matter be referred to mediation in accordance with and subject to the Hong Kong International Arbitration Centre Mediation Rules or any modification thereof for the time being in force.
- (C) If the matter cannot be resolved by mediation, or if either the Employer or the Contractor do not wish the matter to be referred to mediation then either the Employer or the Contractor may within the time specified herein require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance (Chapter 609, Laws of Hong Kong) or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within NINETY (90) days of either the refusal to mediate, or the failure of the mediation. The parties agree that all provisions of Schedule 2 to the Arbitration Ordinance are applicable to the arbitration.

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

47 Prevention of Bribery

- (A) The Contractor shall duly inform his employees who are engaged either directly or indirectly in the formulation and implementation of any project of the Employer that the soliciting or accepting of an advantage as defined in the Prevention of Bribery Ordinance (Cap. 201) (“**POBO**”) is not permitted. The Contractor shall also caution his employees against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair his impartiality in relation to the projects of the Employer.
- (B) The Contractor shall prohibit and prevent his employees, agents and sub-consultants / sub-contractors or any others directly or indirectly engaged by the Contractor who are involved in this Contract from offering, soliciting or accepting any advantage as defined in the POBO when conducting business in connection with this Contract. Without the approval of the Employer, it is an offense under the Prevention of Bribery Ordinance to offer or give any gift, loan, fee, reward, commission, office, employment, contract, other services in favour of, or discount to any staff of the Employer. Any such offence committed by the Contractor or his employees, agents and sub-consultants / sub-contractors or any others directly or indirectly engaged by the Contractor will render the tender null and void. The Employer may also terminate the Contract granted without prior notice and hold the Contractor liable for any loss or damage so caused to the Employer.

48 Declaration of Interest

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

Contractor is providing a service to the Employer.

49 Insurance

(A) Employees' Compensation Insurance Policy

- (i) Without prejudice to the Contractor's obligations, liabilities and responsibilities under the Contract and his obligation to insure by law, and unless the Assignment Brief otherwise specifies, the Contractor shall at his own expenses warrant to take out and maintain an Employees' Compensation Insurance Policy ("EC policy") covering all liabilities arising from any death of, accident or injury to any workmen or other persons in the employment of the Contractor and any sub-contractor of all tiers and the Employer and/or any related subsidiaries of the Employer shall not be liable for any damages or compensation in respect thereof. Such EC policy shall be maintained during the Contract period and for the whole of the time that such workmen or other persons are employed on the delivery of Goods / Works / Services including the Maintenance Period. In this EC policy, the Employer and/or any related subsidiaries of the Employer should be named as joint insured and "Waiver of Subrogation Clause against Construction Industry Council and/or any related subsidiaries of Construction Industry Council (if any)" should be included. Considering the Employer and/or any related subsidiaries are named as joint insured in this insurance cover, W338 Indemnity to Principal Clause is optional to be included. However, the wording of "the Company shall not be liable under this Endorsement (except under the Ordinance) in respect of any injury by Accident or Disease due to or resulting from any act default or neglect of the Principal (Employer) his servants or agents" should be removed from clause wording of W338 Indemnity to Principal Clause. If the Contractor shall fail to effect and maintain the EC policy or if the Contractor shall fail to provide any evidence thereof which he is required to under item (i), the Employer may at its own discretion terminate the Contract.
- (ii) Before the commencement of delivering Goods and/or Services under the Contract, the Contractor shall, subject to the terms of the Assignment Brief, effect and maintain an EC policy, in joint name with the Employer and/or any related subsidiaries (including Endorsements revised W348 and W204) which he is required to effect pursuant to item (i) above together in case of sub-contractor(s) involved with satisfactory proof of payment of the current premiums

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

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

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

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